

**AGENDA**  
**CITY OF NEGAUNEE REGULAR MEETING**  
**MARCH 14, 2024 @ 6:30 P.M.**  
**NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)**

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. UNFINISHED BUSINESS**
- 7. NEW BUSINESS**
  - 7.1 REZONING OF OLD TOWNE – PETITIONS**
  - 7.2 2023 BUDGET ADJUSTMENTS**
  - 7.3 VISTA ANNEX BUILDING PURCHASE AGREEMENT**
  - 7.4 TEAL LAKE DOCKS AGREEMENT ADDENDUM**
  - 7.5 MERS DEFINED BENEFIT PLAN – NON UNION EMPLOYEES**
- 8. CONSENT AGENDA**
  - 8.1 MINUTES – JANUARY 18, 2024 REGULAR MINUTES , JANUARY 23, 2024 SPECIAL MTG**
  - 8.2 CLAIMS AND ACCOUNTS**
  - 8.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
  - 8.4 CEMETERY TREE BIDS**
  - 8.5 CENTRAL DISPATCH APPOINTMENT**
  - 8.6 PARKS AND RECREATION APPOINTMENT**
- 9. PUBLIC COMMENT (3 min. limit)**
- 10. COUNCIL MEMBERS**  
**CITY MANAGER**  
**CITY ATTORNEY**
- 11. ADJOURNMENT**

## MEMORANDUM

TO: Negaunee City Council  
FROM: City Attorney  
RE: Referendum Petition; Rezone  
DATE: March 8, 2024

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This legal memorandum is to address the referendum petition arising from the Negaunee City Council's January 18, 2024, vote to rezone an approximate five-acre parcel of the "Old Towne" property from Public Area to Multi-Family Residential (Ord. No. 156.031).

Following the vote, the Negaunee City Clerk received referendum petitions, and certified one-hundred and ninety-six (196) total signatures seeking to reverse the decision or place the issue on an election ballot pursuant to Section 5.17 of the Negaunee City Charter. One-hundred and three (103) certified signatures were necessary for an effective referendum petition, which is 25% of the highest vote getter at the last general election for City Council.

Pursuant to City Charter 5.17(b), the City Council must make one of the following elections at the March 14, 2024, meeting:

- 1) Vote to repeal the ordinance change; or
- 2) Submit the proposal to the electors.

Pursuant to subsection (c), if the City Council chooses to submit the proposal to the electors, it shall be submitted at the election held in the City, or at a special election if the Council so chooses.

For these reasons, the Council should evaluate the issue, and determine whether to repeal the ordinance change by a majority vote, or by a majority vote place the matter on the next City ballot.




# CITY OF NEGAUNEE

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Handwritten initials or signature in blue ink.

## Memorandum

Date: March 8, 2024  
To: Negaunee City Council  
From: Judy Iwanski  
Negaunee City Clerk/Accountant   
Re: Referendum Petition – Old Towne Rezone

This memorandum presents to you the Old Towne Rezone Referendum Petitions that I received on February 7, 2024. I have certified the signatures and our City Attorney has completed the additional steps necessary to allow me to present the petition to you. Please see the included Memorandum from our City Attorney specifying all of the details.

Pursuant to City Charter 5.17 (c), if the City Council chooses to submit the proposal to the electors, it shall be submitted at the next election held in the City for any other purpose, or in the discretion of the Council, at a special election. The **next election** to be held in the City will be on **Tuesday, August 6, 2024**.

***“ON THE BANKS OF MAJESTIC TEAL LAKE”***

*The City of Negaunee is an equal opportunity program/employer.  
Auxiliary aids and service are available upon request to individuals with disabilities.*

**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

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☐ Public Hearing

☐ Agenda Items

☐ Consent Agenda

**To: The Honorable Mayor and City Council**

**Re: 2023 Budget Amendments**

**BACKGROUND:**

**Annually State Law requires the City to adjust its Budget so that the actual revenue and expenses do not exceed stated amounts. Attached you will find a list of adjustments necessary to comply with State budgetary requirements.**

**Both revenues and expenditures for the City's 2023 Budget have been adjusted to reflect actual financial conditions in compliance with State law.**

**RECOMMENDATION:**

**Make the attached budget adjustments and any additional adjustments as deemed necessary to bring the 2023 budget into compliance with State law.**

**Fund 101 General Fund 2023 Budget Adjustments Summary of Revenues**

		2023		2023
		Approved Budget	Adjustment	Modified Budget
101.401	Ad Valorem Taxes	\$1,930,226		\$1,930,226
101.430	Pmt in Lieu of Taxes-Housing	\$11,700		\$11,700
101.431	Pmt in Lieu of Taxes-Electric	\$200,000		\$200,000
101.445	Int & Pen on Taxes	\$2,000		\$2,000
101.475	Right-of-Way Permit	\$700		\$700
101.477	Cable TV Franch Fee	\$59,000		\$59,000
101.478	Special Alcohol Permit JcksnPk	\$0	200	\$200
101.479	Zoning Permit	7,000		\$7,000
101.480	Rental Inspections & Reg	650		\$650
101.491	Burial Permits	42,000		\$42,000
101.492	Dog Fees	100		\$100
101.493	Burn Permit	1,000		\$1,000
101.528	Federal Grants - Other	\$237,761		\$237,761
101.539	State Grant MNTRF (Jackson Pk)	\$167,647		\$167,647
101.539.400	State Grant-MDARD (Teal Lk)	\$24,000		\$24,000
101.539.500	OHSP State Grant-Highway Safety	\$5,200		\$5,200
101.572	MCTV Police Reimbursement	\$0	11,655	\$11,655
101.574	EVIP/CVT pmt	\$174,074		\$174,074
101.574.500	CVTRS Public Safety	\$0	1,148	\$1,148
101.575	Sales Tax	\$477,306		\$477,306
101.579	Liquor Tax	\$5,500		\$5,500
101.580	Grants/Contributions	\$0	1,400	\$1,400
101.580.100	MMRMA Grant	\$1,500		\$1,500
101.618	Collection Fees	\$55,000		\$55,000
101.627.500	Blight Enforcement Cleanup	\$0	1,475	\$1,475
101.629	School Police Officer	\$52,135		\$52,135
101.630	Ice Arena Rental Fees	\$141,000		\$141,000
101.631	Baseball Field Rental	\$3,400		\$3,400
101.632	Ice Arena Sales	\$4,000		\$4,000
101.634	Ice Arena Ad Board Sales	\$7,500		\$7,500
101.635	Baseball Field Ad Board Sales	\$3,000		\$3,000
101.636	Park & Pavillion Rental Fees	\$4,000		\$4,000
101.638	Special Events	\$1,500		\$1,500
101.640	Garbage Collection	\$391,389		\$391,389
101.643	Sale of Cemetery Lots	\$5,000		\$5,000
101.656	Traffic Violations	\$8,000		\$8,000
101.663	Library & Penal Fines	\$1,500	-	\$1,500
101.665	Interest on Investments	\$2,000		\$2,000
101.667	Building/Office Rent	\$36,000	-	\$36,000
101.669	Equip Rental ACT 51 Reimb	\$358,750		\$358,750
101.673.001	Sales of Surplus Property	\$0	500	\$500
101.674.015	Donations LaCombe Field	\$0	87,200	\$87,200

**Fund 101 General Fund 2023 Budget Adjustments Summary of Revenues**

		2023		2023
		Approved Budget	Adjustment	Modified Budget
101.675.000	Miscellaneous	\$30,000		\$30,000
101.675.006	Report Fees	\$0	500	\$500
101.675.007	NSF Fees	\$0	1,100	\$1,100
101.676.003	Wages ACT 51 Reimbursement	\$123,000	-	\$123,000
101.676.004	Materials ACT 51 Reimb	\$70,725	-	\$70,725
101.676.005	Adm/Rcrd Kp ACT 51 Reimbursement	\$30,750	-	\$30,750
101.676.006	MMRMA Claims Reimbursement	\$1,000	-	\$1,000
101.676.007	Hospitalization Reimbursement	\$40,000	-	\$40,000
101.676.008	Landfill Reimbursemnt	\$67,000	-	\$67,000
101.676.009	Academy Agreement Reimburse	\$0	2,000	\$2,000
101.676.100	Election Cost Reimbursements	\$0	8,000	\$8,000
101.680.001	De Minimis Trans from Sewer	\$75,000	-	\$75,000
101.680.002	De Minimis Trans from Electric	135,000	-	\$135,000
101.680.003	De Minimis Trans from Water	57,000	-	\$57,000
101.687.001	Insurance Refund	\$7,000	(5,963)	\$1,037
101.699.103	Transfer from Gen Fund Reserve	\$223,326		\$223,326
101.699.208	Trans from Parks & Rec Fund 208	\$109,215	(109,215)	\$0
<b>Totals:</b>		<b>\$5,390,554</b>	<b>-</b>	<b>\$5,390,554</b>

## Fun 101 General Fund 2023 Budget Adjustments Summary of Expenses

		2023		2023
		Approved Budget	Adjustment	Modified Budget
101.101	City Council	\$26,900	-	\$26,900
101.172	City Manager	\$135,250	-	\$135,250
101.215	City Clerk	\$70,025	3,000	\$73,025
101.247	Board of Review	\$850		\$850
101.253	City Treasurer	\$87,300	-	\$87,300
101.257	Assessor	\$35,000	8,000	\$43,000
101.262	Elections	\$43,650	-	\$43,650
101.266	City Attorney	\$32,000		\$32,000
101.268	City Hall	\$122,550		\$122,550
101.301	Police Dept	\$1,193,560		\$1,193,560
101.336	Fire Dept	\$91,600	906	\$92,506
101.441	Public Works	\$891,481	(30,000)	\$861,481
101.444	Curb & Sidewalk	\$0	12,000	\$12,000
101.446	Alley Maintenance	\$47,769	(12,000)	\$35,769
101.447	Engineering Services	\$25,000	9,000	\$34,000
101.448	Street Lighting	\$26,000	9,500	\$35,500
101.463	Street Maintenance	\$28,000	7,000	\$35,000
101.473	Bridges & Culverts	\$56,665		\$56,665
101.474	Traffic Control	\$4,500	-	\$4,500
101.478	Snow & Ice Control	\$57,000		\$57,000
101.526	Landfill Reimbursemnt	\$388,000	45,000	\$433,000
101.567	Cemetery	\$128,238	1,400	\$129,638
101.717	Special Events	\$18,825	8,500	\$27,325
101.721	Planning & Zoning	\$84,625		\$84,625
101.738	Library	\$94,080		\$94,080
101.760	Parks	\$84,900		\$84,900
101.761	Ice Arena	\$212,875		\$212,875
101.762	Recreation	\$98,300		\$98,300
101.925	Other Gen Govt	\$1,051,579		\$1,051,579
101.966	Transfers Out			
Acct 999.102	Transfer ARPA funds to DDA	\$100,000		\$100,000
Acct 999.202	Transfer to Major St	\$19,546		\$19,546
Acct 999.203	Transfer to Local St	\$127,306	(62,306)	\$65,000
Acct 999.248	Transfer to DDA Fund	\$63,680		\$63,680
<b>Totals:</b>		<b>\$5,447,054</b>	<b>-</b>	<b>\$5,447,054</b>

**Fund 202 Major Streets 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
202.547	Major Street	\$528,360	\$12,400	\$540,760
202.548	State Trunkline	\$77,700		\$77,700
202.665	Interest on Investments	\$1,000	-	\$1,000
202.675	Trans from Gen Fund	\$31,946	(12,400)	\$19,546
202.698	<b>Use of Fund Balance</b>	<b>\$0</b>	<b>\$360,000</b>	<b>\$360,000</b>
<b>Totals:</b>		<b>\$639,006</b>	<b>\$360,000</b>	<b>\$999,006</b>

**Fund 202 Major Streets 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
202.455	<b>Transfer to Streetscape</b>	<b>\$0</b>	<b>\$450,043</b>	<b>\$450,043</b>
202.464	Routine Street Maint	\$132,881	(11,043)	\$121,838
202.474	Traffic Control	\$11,600	-	\$11,600
202.478	Snow & Ice Control	\$302,750	(36,000)	\$266,750
202.483	Adm & Record Keeping	\$88,950	(16,000)	\$72,950
202.484	Trunkline Maint M-28	\$27,400	(5,000)	\$22,400
202.486	Routine Maintenance	\$18,225	(16,000)	\$2,225
202.497	Winter Maint. Trunkline	\$57,200	(6,000)	\$51,200
<b>Totals:</b>		<b>\$639,006</b>	<b>\$360,000</b>	<b>\$999,006</b>

**Fund 203 Local Streets 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
203.549	Local Streets	\$269,360	35,000	\$304,360
203.665	Interest	\$200	-	\$200
203.699.101	Transfer from General	\$137,906	(72,906)	\$65,000
		<hr/>		
<b>Totals:</b>		<b>\$407,466</b>	<b>(37,906)</b>	<b>\$369,560</b>

**Fund 203 Local Streets 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
203.464	Routine Street Maint	\$142,091	(48,206)	\$93,885
203.474	Traffic Control	\$11,625	-	\$11,625
203.478	Snow & Ice Control	\$180,650	10,300	\$190,950
203.483	Adm & Record Keeping	\$73,100		\$73,100
		<hr/>		
<b>Totals:</b>		<b>\$407,466</b>	<b>(37,906)</b>	<b>\$369,560</b>

**Fund 204 Street Millage 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
204.402.004	Special Levy-Streets	\$215,929	-	\$215,929
204.698.000	Use of Fund Balance	\$209,071	-	\$209,071
<b>Totals:</b>		<b>\$425,000</b>	<b>\$0</b>	<b>\$425,000</b>

**Fund 204 Street Millage 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
204.450.800	Contract Services	\$425,000	(123,000)	\$302,000
455.999.496	Trans to Streetscape 496	\$0	123,000	\$123,000
<b>Totals:</b>		<b>\$425,000</b>	<b>\$0</b>	<b>\$425,000</b>

**Fund 208 Parks & Rec Tax Levy 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
208.402	Special Levy-Parks & Rec	\$109,215	-	\$109,215
208.674.002	Park Imprvmnt Cont-NBC	\$0	200	\$200
<b>Totals:</b>		<b>\$109,215</b>	<b>\$200</b>	<b>\$109,415</b>

**Fund 208 Parks & Rec Tax Levy 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
208.751	Parks & Rec Dept	\$107,551	(107,551)	\$0
208.760	Parks	\$0	22,000	\$22,000
208.761	Ice Arena	\$0	87,415	\$87,415
<b>Totals:</b>		<b>\$107,551</b>	<b>\$1,864</b>	<b>\$109,415</b>

**Fund 496 Capital Project Streetscape 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
496.540.496	MEDC Grant - Streetscape	\$0	\$800,000	\$800,000
496.687.100	Refund of Overpayment	\$0	\$6,300	\$6,300
496.699.202	Trans from Major Streets	\$0	\$450,000	\$450,000
496.699.204	Transfrom Street Millage	\$0	\$122,000	\$122,000
496.699.590	Trans from Wastewater	\$0	\$126,000	\$126,000
496.699.591	Trans from Water Fund	\$0	\$541,000	\$541,000
<b>Totals:</b>		<b>\$0</b>	<b>\$2,045,300</b>	<b>\$2,045,300</b>

**Fund 496 Capital Project Streetscape 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
Dept 455				
496.702	Personal Services	\$0	\$9,300	\$9,300
496.703	Overtime Wages	\$0	\$150	\$150
496.713	Soc Sec & Medicare	\$0	\$750	\$750
496.8	Contract Services	\$0	\$9,600	\$9,600
496.800.001	Engineering Services	\$0	\$152,000	\$152,000
496.875.001	Pension	\$0	\$3,500	\$3,500
496.970.000	Capital Outlay	\$0	\$1,870,000	\$1,870,000
<b>Totals:</b>		<b>\$0</b>	<b>\$2,045,300</b>	<b>\$2,045,300</b>

**Fund 497 Capital Project Substation 2023 Budget Adjustments Summary of Revenues**

(Moving out of Electric Fund 582 and into new Fund 497 Cap Proj Substation)

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
497.665.023	Interest-Cap Imp Substation	\$0	135,000	\$135,000
497.696.002	Substation Bond Proceeds	\$0	5,948,000	\$5,948,000
<b>Totals:</b>		<b>\$0</b>	<b>\$6,083,000</b>	<b>\$6,083,000</b>

**Fund 497 Capital Project Substation 2023 Budget Adjustments Summary of Expenses**

(Moving out of Electric Fund 582 and into new Fund 497 Cap Proj Substation)

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
497.800.023	Substation Engineering	\$0	1,000,000	\$1,000,000
497.970.023	Capital Outlay-2023 Sub	\$0	5,083,000	\$5,083,000
<b>Totals:</b>		<b>\$0</b>	<b>\$6,083,000</b>	<b>\$6,083,000</b>

**Fund 591 Water Fund 2023 Budget Adjustments Summary of Revenues**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
591.468.000	<b>Water Supp Lateral Grant</b>	-	<b>\$45,000</b>	<b>\$45,000</b>
591.516.591	<b>Federal Grant - Water Proj</b>	-	<b>\$2,916,000</b>	<b>\$2,916,000</b>
591.539.100	State Grant - DWAM	\$146,300	-	\$146,300
591.620.000	<b>Reconnection Fee</b>	-	<b>\$1,360</b>	<b>\$1,360</b>
591.621.000	<b>Meter Purch &amp; Installs</b>	-	<b>\$2,850</b>	<b>\$2,850</b>
591.642.002	Sales of Service	\$1,170,000	-	\$1,170,000
591.642.004	Capital Improvement	\$155,080	-	\$155,080
591.643.001	City Depts	\$40,000	-	\$40,000
591.644.001	Tap-in Permits	\$500	-	\$500
591.663.001	Penalties/Delinq Accts	\$7,000	-	\$7,000
591.665.000	Interest	\$2,500	-	\$2,500
591.667.002	Lease Payment	\$40,000	-	\$40,000
591.672.000	Use of Capital Improvement	\$551,000	-	\$551,000
591.675.000	Miscellaneous	\$3,000	-	\$3,000
591.687.001	Insurance Refund	\$6,600	-	\$6,600
591.698.000	<b>Use of Fund Balance</b>	<b>\$431,563</b>	<b>\$1,188,215</b>	<b>\$1,619,778</b>
<b>Totals:</b>		<b>\$2,553,543</b>	<b>\$4,153,425</b>	<b>\$6,706,968</b>

**Fund 591 Water Fund 2023 Budget Adjustments Summary of Expenses**

		<b>2023 Approved Budget</b>	<b>Adjustment</b>	<b>2023 Modified Budget</b>
455.999.496	<b>Trans to Streetscape</b>	-	<b>\$541,100</b>	<b>\$541,100</b>
591.550	Power & Pumping	\$3,500	-	\$3,500
591.552	DWAM	\$150,700	-	\$150,700
591.554	Water Meters	\$14,050	-	\$14,050
591.556	Transmission & Dist			
	Budgeted Lines	\$1,430,425	-	\$1,430,425
	<b>Add to Dept 556:</b>			
800.010	Eng Svcs Water Main Rplc	-	<b>\$22,600</b>	<b>\$22,600</b>
800.015	USDA Water Proj Eng Svcs	-	<b>\$317,825</b>	<b>\$317,825</b>
970.015	USDA WaterProjCap Outlay	-	<b>\$3,271,900</b>	<b>\$3,271,900</b>
591.560	Customer Billing	\$66,325	-	\$66,325
591.565	Admin & Gen Exp	\$888,543	-	\$888,543
				\$0
<b>Totals:</b>		<b>\$2,553,543</b>	<b>\$4,153,425</b>	<b>\$6,706,968</b>

7.3

**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

☐ Public Hearing

☒ Agenda Items

☐ Consent Agenda

**To: Agenda: Purchase agreement for the Vista Annex Building**

**BACKGROUND:**

**The attached agreement purchases the Vista Annex Building for \$1.00 and closes out outstanding bills related to the overall Vista Building stabilization efforts in the amount of \$18,324.72. Funding for these purchases will come from the \$3M state allocation. The annex building is vital in the design for the reuse of the theater and reuse of both buildings for community programming, ADA compliance, and building functionality.**

**RECOMMENATION:**

**To approve the purchase of the Vista Annex Building in the amount of \$1.00 and to close out associated bills owed by PAAC for the stabilization of the Vista Theater in the amount of \$18,324.72, both amount to be paid from the \$3M state allocation**

**ALTERNATIVE:**

**None.**

## **PURCHASE AGREEMENT**

This Purchase Agreement dated \_\_\_\_\_, 2024, is by and between the City of Negaunee, a Michigan public body corporate, whose address is 319 West Case Street, Negaunee, MI 49866 (the "Buyer") and the Peninsula Arts Appreciation Council, whose address is 230 Iron Street Negaunee, MI 49866 ("Seller").

### **RECITALS**

1. **Whereas**, the Buyer is a Michigan municipality who has found and concluded that it is in the best interest of the health, safety, and welfare of the residents, business owners, visitors of Negaunee to purchase the Annex Building, which is part and parcel to historical Vista Theater, located in the Downtown district.
2. **Whereas**, the Seller owns the real property commonly referred to as the Annex Building, at 300 Iron St., located at map attached hereto as Exhibit A (the "Subject Property").
3. **Whereas**, the Subject Property has the following legal description:  
  
LOT 8 OF IRON PLAT.
4. **Whereas**, the Subject Property adjoins an integrated parcel (the Vista Theater Building) which is in violation of Negaunee's Property Maintenance Code, Neg. City Ordinance, Sec. 153.07 *et seq.*, has been deemed a nuisance pursuant to Neg. City Ordinance, Sec. 95 *et seq.*, and contains blighted structures in need of stabilization.
5. **Whereas**, the Buyer has recently purchased pursuant to a Purchase Agreement, the adjoining and integrated parcel on which the Vista Theater sits, and has sought and received funds in conjunction with the Marquette County Land Bank Authority (the "Land Bank") from the Michigan State Land Bank Authority's (the "SLBA") Blight Elimination Program to complete blight elimination and stabilization and/or demolition activities in Marquette County. See Exhibit B, 05/24/2023, Contingent Purchase Agreement for the Vista Theater.
6. **Whereas**, the Seller intends to sell and the Buyer intends to buy the Subject Property, given that the Annex Building and property are part and parcel to the Vista Theater property, believing it is in the best interest of both parties.
7. **Whereas**, Seller and Buyer agree that this Purchase Agreement provides Buyer with the necessary "Site Control" to undertake any proposed eligible activity(ies), and otherwise affirms the Subject Property is under control of a local unit of government as both are defined and provided for in the above referenced Blight Elimination Program.

## TERMS

Accordingly, in consideration of the mutual promises stated in this Purchase Agreement, the parties agree as follows:

**1. Recitals.** The foregoing Recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

**2. Purchase and Sale; Price.** The Seller agrees to sell and Buyer agrees to buy the Subject Property in exchange for \$1.00. Additionally, as part of this Agreement, and in further consideration for this Agreement, Buyer agrees to pay the following debts owed by Seller related to the upkeep and maintenance of the Subject Property directly to the third-party vendors totaling 18,324.72, including:

- |    |                                       |             |
|----|---------------------------------------|-------------|
| A. | Carrier Construction & Services, LLC: | \$10,924.72 |
| B. | Gundlach Champion:                    | \$2,400.00  |
| C. | Northern Design Works:                | \$5,000.00  |

**3. Use of Property; Return on Profit.** Buyer agrees, to the extent practical, and in the Buyer's sole discretion, that in evaluating potential future uses of the Subject Property, it will attempt to retain theatrical capabilities of the Subject Property as detailed in "Revitalizing Rytönen's Vision on Iron Street," prepared by the GMG Theatre Consultancy. Buyer also agrees to remit to Seller fifty percent (50%) of any net profits generated in the sale of all or some of the Subject Property by the Seller, with net profits being defined as the sale price of the Subject Property, less the value of all improvements made to the Subject Property following execution of this Contingent Purchase Agreement, and all transactional, legal and/or other related costs reasonably incurred by the Buyer.

**4. Closing; Warranty Deed.** Closing will take place at the office of the Buyer as soon as is practicable following execution of this Agreement. Buyer shall be responsible for closing costs, including preparation of a deed and related transactional documentation. The Seller shall convey the Subject Property to Buyer by way of Warranty Deed, and shall be responsible for all recorded and unrecorded interests and debts on the Subject Property.

**5. Seller's Representations.** Seller represents and warrants to Buyer as follows:

- A. There is no pending litigation affecting all or any part of the Subject Property or Seller's interest in it.
- B. To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Subject Property and its improvements;

C. To the best of Seller's knowledge, there are no unrecorded interests of any person (or persons) or entity (or entities) in and to the Subject Property whatsoever including, but not limited to, easements, profits, and licenses.

D. To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, that would affect or interfere with Buyer's use and enjoyment of the Subject Property, as determined by Buyer;

E. Access to the Subject Property is by public road;

F. To the best of Seller's knowledge, the Subject Property does not lie within a 100-year flood plain;

G. There are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Subject Property as defined in any federal, state, or local law, regulation, rule, statute, or directive; and

H. Seller holds all possible division rights to the Property and will transfer all these division rights to Buyer with the deed.

**6. Possession.** Unless otherwise agreed to in writing by the Parties, the Seller shall deliver possession of the Subject Property to Buyer at closing.

**7. Authority.** Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

**8. Binding Agreement.** This Purchase Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

**9. Entire Agreement.** The Parties agree that this Purchase Agreement contains the entire agreement between Parties and that there are no agreements, representations, statements, or understandings that have been relied on by the Parties to this Purchase Agreement that are not stated herein.

**10. All Agreements in Writing.** The Parties agree that this Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed by both the Seller and Buyer.

**11. Waiver.** Waiver of any right of the Parties under this Purchase Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Purchase Agreement.

**12. Severability.** Wherever possible each provision of this Purchase Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Purchase Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Purchase Agreement.

**13. Governing Law; Venue.** This Purchase Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law. Venue for any disputes arising hereunder shall be limited to Marquette County, Michigan.

**14. Counterparts.** This Purchase Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement.

**15. Electronic Signatures.** A signed copy of this Purchase Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Purchase Agreement for all purposes.

To evidence the Parties' agreement to this Purchase Agreement, each party has executed and delivered it on the date indicated under that party's signature, but it is effective as of the date stated in the preamble.

**Buyer**  
**City of Negaunee**

By: \_\_\_\_\_  
Nate Heffron  
City Manager, City of Negaunee, Michigan

Date: \_\_\_\_\_, 2024

**Seller**  
**Peninsula Arts Appreciation Council**

By: \_\_\_\_\_  
Rusty Bowers  
President, PAAC

Date: \_\_\_\_\_, 2024

Dear City Manager Heffron,

The following is a draft of minutes from the Peninsula Arts Appreciation Board vote to transfer the field building on Iron Street to the city of Negaunee.

The initial email was sent to all board members on February 29. Five out of the seven board members voted to approve the transfer.

Hello, we need to vote to transfer the Annex to the city. Can each of you respond to this email and cast a vote?

I will start,

I, Lisa Bowers, have reviewed the attached agreement to transfer the Peninsula Art Appreciation field building on Iron Street in Negaunee to the city. am voting yes - to approve the transfer, and hereby give the president permission to sign the document.

I, Rusty Bowers, having reviewed the attached agreement to transfer the Peninsula Art Appreciation Field building on Iron Street in Negaunee to the city. am voting to approve the transfer.

I, Victor G. Holliday, having reviewed the attached agreement to transfer the Peninsula Art Appreciation Field building on Iron Street in Negaunee to the city. am voting to approve the transfer, and to give the president permission to sign the document.

I, Dale R. Weingartner, have reviewed the attached agreement to transfer the Peninsula Art Appreciation field building on Iron Street in Negaunee to the city. I am voting yes - to approve the transfer, and hereby give the president permission to sign the document.

I, Eliisa Herman, am also in agreeable to the transfer of the Annex to the City of Negaunee.

Please be aware that these minutes are a draft and have not been approved by the PAAC board as a whole,

Sincerely,

Lisa A. Bowers

PAAC Board Secretary

**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

☐ Public Hearing

☒ Agenda Items

☐ Consent Agenda

**To: Agenda: Teal Lake Dock Project Addendum and Budget Adjustment**

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**BACKGROUND:**

The Teal Lake Dock Project has come in over budget by approximately \$10k. Both Negaunee and Ishpeming have invested \$5k each in to this project already. In order to proceed with this project, the \$10k shortfall will need to be covered. Please see the attached addendum to our prior agreement with Ishpeming, which agrees that each community will split the cost equally.

**RECOMMENDATION:**

To adopt the addendum to the prior agreement with Ishpeming and increase the City Improvement fund by \$5000.

**ALTERNATIVE:**

None.

**AMENDED INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ISHPEMING AND THE CITY OF NEGAUNEE**

This AMENDED INTERLOCAL AGREEMENT is entered into by and between the City of Ishpeming, Michigan, a Michigan Municipal Corporation and the City of Negaunee, Michigan, a Michigan Municipal Corporation.

WHEREAS, pursuant to the INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISHPEMING AND THE CITY OF NEGAUNEE, DATED MARCH 24, 2021, attached hereto as Exhibit 1 and incorporated herein by reference, both municipalities pledged up to Five Thousand dollars (\$5,000.00) in support of the subject dock projects, and

WHEREAS, bids for the dock projects came in higher than anticipated, and the \$5000.00 funding commitment from each municipality was insufficient to complete the projects as bid, and

WHEREAS, the parties hereto still desire to pursue the subject docks projects and are willing to commit additional funding for the projects as detailed herein,

NOW THEREFORE, it is mutually agreed by and between the parties hereto to Modify and Amend the INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISHPEMING AND THE CITY OF NEGAUNEE, dated March 24, 2021, as follows:

- 1) The parties hereto agree to contribute equal amounts, up to a total of Ten Thousand dollars (\$10,000.00) each, toward the subject dock projects.
- 2) All other provisions of the INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISHPEMING AND THE CITY OF NEGAUNEE, dated March 24, 2021, together with the associated EASEMENT dated March 24, 2021 and the SUPPLEMENTARY INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISHPEMING AND THE CITY OF NEGAUNEE dated February 18, 2022, remain in effect.

For the City of Ishpeming:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

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☐ Public Hearing      ☒ Agenda Items      ☐ Consent Agenda

**To:    Agenda: MERS Defined Contribution Plan for Non-Union members**

**BACKGROUND:**

During the 2024 budget meetings I mentioned that I would be requesting for a MERS Defined Contribution Plan established for some non-union department head members, this request was predicated on the establishment of said program under my (city manager) employment contract, that sets up such plan. Below, I am requesting this benefit be provided for the following department heads. The Police Chief would be excluded from this plan due to the fact that he has a contribution plan already established with the PD.

These MERS Defined Contribution Plan for Non-Union members will contribute 3% of the annual salary of the listed employees only. This plan would require a 1.5% match.

<u>Employee</u>	<u>Wage</u>	<u>Current Retirement</u>	<u>PLUS MERS 3%</u>	<u>TOTAL</u>
Mark Daavettila	\$123,593.6	(5%)	3%	\$9,888
Jessica Holman	\$34,840.00	(3%)	3%	\$2,091
Dave Nelson	\$62,400	(4%)	3%	\$4,368
Kristy Basolo	\$50,086.40	(3%)	3%	\$3,006

**RECOMMENATION:**

To add the 3% city contribution to the aforementioned employees retirement line items for an additional \$8,128 and draw down the fund balance of the General Fund, Electric Fund, Water Fund, WW Fund and the Senior Center Fund.

**ALTERNATIVE:**

Not amend the requested budgets. Budget for 2025 Budget.

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**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

☐ Public Hearing      ☒ Agenda Items      ☐ Consent Agenda

**To: The Honorable Mayor and City Council**

**Re: 2024 Cemetery Tree Removal**

**BACKGROUND:**

The City of Negaunee's cemetery has an abundance of large white pines and unhealthy trees scattered throughout the cemetery. These trees require caretaking and significant maintenance, in the form of leaf blowing/raking needles, root upheaval, poor grass growing, and limb removal every spring.

**ANALYSIS:**

Four bids were received

<b><u>Contractor</u></b>	<b><u>Total BID</u></b>
Kivisto Tree Service	\$ 24,000.00 (includes stump removal)
All American Tree Service	\$ 25,000.00 (includes stump removal)
Colleur Contracting	\$ 26,000.00 (includes stump removal)
Eden Tree Service	\$ 30,000.00 (no stump removal)

**RECOMMENDATION:**

It is recommended from the Public Works Department that the City accept the low bidder Kivisto Tree Service, but reduce the tree removal amount from 5 trees to 4 trees; this would result in an awarded amount of \$19,200.00.

**FISCAL EFFECTS:**

For 2024, \$20,000.00 was budgeted for cemetery tree removal using the Perpetual Care Fund.

**ALTERNATIVE:**

First alternative is to do a budget adjustment and accept the full amount of \$24,000.00 to remove 5 trees.

Second alternative would be to not perform this project.

**AGENDA SUPPLEMENT  
CITY OF NEGAUNEE REGULAR MEETING  
March 14, 2024**

☐ Public Hearing

☐ Agenda Items

☐ Consent Agenda

**To: The Honorable Mayor and City Council**

**Re: Appointments to Boards and Commissions**

**BACKGROUND:**

**Appoint Kevin Flohe to the vacancy on the Central Dispatch Board.**

**Appointment McKenzie Buhar to the vacancy on the Parks and Recreation Board**

8.5  
8.6

**CITY OF NEGAUNEE  
COUNCIL/BOARDS AND COMMISSIONS  
APPLICATION**

Name: Kevin Flohe Date: 2/6/2024

Address: 361 County Rd., Negaunee, MI 49866

Occupation: Bookkeeper

Telephone: Home: 906-360-1183 Work: \_\_\_\_\_

Email: Kevin.Flohe@gmail.com

Board/Commission Applying for: 911 Central Dispatch Policy Board

If applying for more than one Board/Commission list order of preference:

1). \_\_\_\_\_ 2). \_\_\_\_\_ 3). \_\_\_\_\_

What other Boards/Commissions have you served on? City Council, Planning Commission

Could you regularly attend scheduled Board/Commission Meetings?

Yes X No \_\_\_\_\_ Conflict \_\_\_\_\_

Why do you wish appointment to this Board/Commission? I'm interested in serving to learn more about how our local governments work.

What are your qualifications/credentials for appointment? 4 years on the Negaunee City Council; one year on the Negaunee Planning Commission.

What is your understanding of the mission of this Board/Commission? My understanding is that the board oversees the Central Dispatch Communications System to ensure proper functioning & the health & safety of local residents.

References (list names, addresses, and telephone numbers) (Optional)

1. Dana LaBorde 216 Tobin St., Negaunee 906-236-2225
2. Dave Kangas 112 W. Clark St., Negaunee 906-204-6950

\*Attach additional information if desired\*\*

**CITY OF NEGAUNEE  
COUNCIL/BOARDS AND COMMISSIONS  
APPLICATION**

Name: McKenzie Buher Date: 3/6/2024

Address: 712 Service St, Negaunee, MI 49866

Occupation: Negaunee Public Schools (Part Time)/Actively Job Hunting IN Negaunee

Telephone: ~~Home~~ Cell: (906) 399-7583 Work: NA

Email: mckenzie.buher1007@gmail.com

Board/Commission Applying for: Parks + Recreation

If applying for more than one Board/Commission list order of preference:

1). Parks + Recreation 2). Senior Center 3). Library

What other Boards/Commissions have you served on? I have not served on any boards or commissions in the past.

Could you regularly attend scheduled Board/Commission Meetings?

Yes X No \_\_\_\_\_ Conflict \_\_\_\_\_

Why do you wish appointment to this Board/Commission? my husband and I moved

to Negaunee two years ago and I'm ready to become a true member of this community. We adore Mirrors Park which is within throwing distance of our home, and I walk our Great Pyrenees in Old Town at least 3x a week. I love this town already, I want to love the people also.

What are your qualifications/credentials for appointment? I majored in Recreation at university and I have alot of energy and brainpower to invest in this town.

What is your understanding of the mission of this Board/Commission? my understanding is that

this board aims to encourage the community to recreate in our Awesome spaces while ensuring those spaces remain maintained and invested in.

References (list names, addresses, and telephone numbers) (Optional)

1. Lisa Cory, 11 teal lake Ave. (906) 360-2422

2. Debbie Hatcher, 115 E Lincoln St. (906) 360-8564

3. \_\_\_\_\_

Signature McKenzie Buher