CALUMET VILLAGE COUNCIL WORK SESSION MEETING AGENDA –
AGENDA UPDATED 4/6/2025 @ 12PM
TUESDAY, APRIL 8, 2025 – 6:00 PM
CALUMET VILLAGE TOWNHALL, 340 SIXTH STREET
Public viewing available via ZOOM - Meeting ID: 869 9877 4486 Passcode: 699798
https://us02web.zoom.us/j/86998774486 or via phone: 1-312-626-6799

I. Call to Order / Roll Call / Pledge of Allegiance

II. Petitions from the Public *(members of the public have 5 minutes to speak)*

III. Approval of Agenda

IV. Updates:
   1. Manager
   2. DDA
   3. Planning Commission
   4. HDC

V. Unfinished / Revolving Business
   1. Dangerous Buildings Ordinance
   2. Conflict of Interest Policy / Code of Ethics
   3. Updated Calumet Theatre Lease

VI. New Business
   1. Outdoor Burning Ordinance
   2. Support for MEDC Financed Redevelopment Projects
      i. Quello Block LLC (Calumet Boutique Hotel)
      ii. MCP Properties LLC (425 – 427 5th St)
   3. Development Agreement – Transfer of Property 427 5th Street from DDA to MCP Properties LLC
   4. Planning Commission Appointment – John Taylor
   5. Big Annie Statue Location
   6. Spring Clean-Up / Preparing for Summer

VII. Announcements – Other Council Business

VIII. Comments from the Public *(members of the public have 5 minutes to speak)*

IX. Adjourn

VILLAGE OF CALUMET

County of Houghton, State of Michigan

ORDINANCE NO. 162

DANGEROUS BUILDINGS & STRUCTURES ORDINANCE

AN ORDINANCE TO PROMOTE THE HEALTH, SAFETY AND WELFARE ARE OF THE PEOPLE OF THE VILLAGE OF CALUMET, HOUGHTON COUNTY, MICHIGAN BY REGULATING THE MAINTENANCE AND SAFETY OF CERTAIN BUILDINGS AND STRUCTURES; TO DEFINE CLASSES OF BUILDINGS AND STRUCTURES AFFECTED BY THE ORDINANCE; TO ESTABLISH CERTAIN ADMINISTRATIVE REQUIREMENTS AND PRESCRIBE PROCEDURES FOR THE MAINTENANCE OR DEMOLITION OF CERTAIN BUILDINGS AND STRUCTURES; TO ESTABLISH REMEDIES, PROVIDE FOR ENFORCEMENT, AND FIX PENALTIES FOR THE VIOLATION OF THIS ORDINANCE; AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

I. TITLE

This ordinance shall be known and cited as the Village of Calumet Dangerous Buildings & Structures Ordinance.

II. DEFINITION OF TERMS

As used in this ordinance, the following words and terms shall have the meanings stated herein:

A. "Dangerous Building" means any building or structure, residential or otherwise, that has one or more of the following defects or is in one or more of the following conditions:

1. A door, aisle, passageway, stairway or other means of exit does not conform to the Fire Code of the State of Michigan, Act No. 207 of the Public Acts of 1941 as amended, being Section 29.1, et seq. of the Michigan Compiled Laws, or the Construction Code of the State of Michigan, Act No. 230 of the Public Acts of 1972, as amended, being Section 125.1501, et seq. of the Michigan Compiled Laws.

2. A portion of the building or structure is damaged by fire, wind, flood or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the damages and does not meet the minimum requirements of the Housing Law of the State of Michigan, Act No. 167 of the Public Acts of 1917, as amended, being Section 125.401 et seq. of the Michigan Compiled Laws, or the Construction Code for a new building or structure purpose or location. .

3. A part of the building or structure is likely to fall, become detached or dislodged or collapse, and injure persons or damage property.

4. A portion of the building or structure has settled to such an extent that walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Housing Law of the State of Michigan, Act No 167, of the Public Acts of 1917, as amended, being Section 125.401 et seq. of the Michigan Compiled Laws, or the Construction Code.

5. The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.

6. The building or structure, or a part of the building or structure, is manifestly unsafe for the purpose for which it is used.

7. The building or structure is damaged by fire, wind or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants or criminals or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage or faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer of the of the county or state determines is likely to cause sickness or disease, or is likely to injure the health, safety or general welfare of people if living in the dwelling.

9. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

10. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980, as amended, being Section 339.250 I et seq. of the Michigan Compiled Laws, or is not publicly offered for sale by the owner. This subdivision does not apply to either of the following:

a. A building or structure to which the owner or agent does both of the following:

   (1) Notifies the Village Council in writing that the building or structure will remain unoccupied for a period of 180 consecutive days. The written notice

shall be given by the owner or agent not more than 30 days after the building or structure becomes unoccupied.

(2) Maintains the exterior of the building or structure and adjoining grounds in accordance with this ordinance and the Housing Law of the State of Michigan, Act No. 167 of the Public Acts of 1917, as amended; being Section 125.401 et seq. of the Michigan Compiled Laws.

b. A secondary dwelling of the owner that is irregularly occupied for a period of 180 days or longer each year, if the owner notifies the Village Council in writing that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the written notice prescribed by this subparagraph shall notify the Village Council in writing not more than 30 days after the dwelling no longer qualifies for this exception. As used in this subparagraph, "secondary dwelling" means a dwelling such as a vacation home, hunting cabin, or summer home that is occupied by the owner or a member of the owner's family during part of the year.

B. "Enforcing Agency" means this Village through the Village Manager, Engineer and/or such other official(s) as the agency as may be designated by the Village Council to enforce this ordinance.

C. "Building or Construction Code" means the Code enforced in Houghton County under the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended, being Section 125.1501 et seq. of the Michigan Compiled Laws.

III. PROHIBITION OF DANGEROUS BUILDINGS

It shall be unlawful for any owner or agent thereof to keep or maintain any building or part thereof, which is a dangerous building as defined in this ordinance.

IV. NOTICE OF DANGEROUS BUILDING; HEARING

A. Notice Requirement - Notwithstanding any other provision of this ordinance, if a building or structure is found to be a dangerous building, the enforcing agency shall issue a notice that the building or structure is a dangerous building. Notice will consist of an initial warning letter with a 21 day period to contact the Enforcing Agency with a corrective action plan. If no response is made a formal Notice of Dangerous Building will be issued.

B. Parties Entitled to Notice - This notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records of the Village and the Register of Deeds.

C. Contents of Notice - The notice shall specify the time and place of a hearing or whether the building or structure is a dangerous building and state that the person to whom the notice is directed shall have the opportunity at the hearing to show cause why the Hearing Officer

should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

D. Service of Notice - The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by Certified Mail, Return Receipt Requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served upon a person by Certified Mail, a copy of the notice shall also be posted in a conspicuous part of the building structure. The notice shall be served upon or party in interest at least 10 days before the date of the hearing included in the notice.

V. DANGEROUS BUILDING HEARING OFFICER DUTIES; HEARING; ORDER

A. Appointment of Hearing Officer - The Hearing Officer shall be appointed by the Village President to serve at his or her pleasure subject to approval by the Village Council. The Hearing Officer shall be a person who has expertise in housing matters, including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing organization. An employee of the enforcing agency shall not be appointed as a Hearing Officer.

B. Filing Dangerous Building Notice with Hearing Officer - The enforcing agency shall file a copy of the notice of dangerous condition of any building with the Hearing Officer.

C. Hearing Testimony and Decision - At a hearing prescribed by this ordinance, the Hearing Officer shall take testimony of the enforcing agency, the owner of the property, and any interested party. Not more than five days after completion of the hearing, the Hearing Officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained. Provided, however, that if the building or structure is in a historic district, within the meaning of the Local Historic Districts Act, Public Act 169 of 1970, as amended, of the Public Acts of the State of Michigan, then the hearing officer shall not render a decision until having first applied to the Historic District Commission for the Village for approval of the proposed decision in light of Section 5(6) of that Act (MCL 399.205(6)). If the Historic District Commission approves the proposed order of the hearing officer or a revision of the proposed order of the hearing officer, then the hearing officer shall render his/her decision not more than five days after the approval of that decision or a revision of that decision by the Historic District Commission.

D. Compliance with Hearing Officer Order - If the Hearing Officer determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the Hearing Officer shall so order, fixing a time in the order for the owner, agent or lessee to comply with the order. If the building is a dangerous building under Section II.A.10 of this ordinance, the order may require the owner or agent to maintain the exterior of the building and adjoining grounds owned by the owner of the building including, but not limited to, the maintenance of lawns, trees and shrubs.

E. Noncompliance with Hearing Officer Order/Request to Enforce Order - If the owner, agent or lessee fails to appear or neglects or refuses to comply with the order issued under Section V. D. of this ordinance, the Hearing Officer shall file a report of the findings, and a copy of the findings, and a copy of the order with the Village Council not more than five days after noncompliance by the owner and request that necessary action be taken to enforce the order. If the Village Council has established a Dangerous Building Board of Appeals pursuant to Section IX of this ordinance, the Hearing Officer shall file the report of the findings and a copy of the order with the Board of Appeals and request that necessary action be taken to enforce the order. A copy of the findings and order of the Hearing Officer shall be served on the owner, agent or lessee in the manner prescribed in Section IV. D. or this Ordinance.

VI. ENFORCEMENT HEARING BEFORE THE VILLAGE COUNCIL OR DANGEROUS BUILDING BOARD OF APPEALS

The Village Council, or the Dangerous Building Board of Appeals, as applicable, shall fix a date not less than 30 days after the hearing prescribed in Section V.C. of this ordinance for a hearing on the finding and order of the Hearing Officer and shall give notice to the owner, agent, or lessee in the manner prescribed in Section IV. D. of this ordinance of the time and place of the hearing. At the hearing, the owner, agent or lessee shall be given the opportunity to show cause why the order should not be enforced. The Village Council or the Board of Appeals shall either approve, disapprove or modify the order. If the Village Council or the Board of Appeals approves or modifies the order, the Village Council shall take all necessary action to enforce the order. If the order is approved or modified, the owner, agent or lessee shall comply with the order within 60 days after the date of the hearing under this section. In the case of an order of demolition, if the Village Council or the Board of Appeals determines that the building or structure has been substantially destroyed by fire, wind, flood or other natural disaster and the cost of repair of the building or structure will be greater than the state equalized value of the building or structure, the owner, agent or lessee shall comply with the order of demolition within 21 days after the date of the hearing under this section. An order of demolition issued pursuant to this ordinance supersedes any waiting period for a demolition permit established by any other ordinance of the Village of Calumet.

VII. IMPLEMENTATION AND ENFORCEMENT OF REMEDIES

A. Implementation of Order by Village - In the event of the failure or refusal of the owner or party in interest to comply with the decision of the Village Council, or the Dangerous Building Board of Appeals, as applicable, the Village Council may, in its discretion, contract for the demolition, making safe or maintaining the exterior of the building or structure or grounds adjoining the building or structure.

B. Reimbursement of Costs - The cost of demolition includes, but is not limited to, fees paid to hearing officers, costs of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the county register of deeds, demolition and dumping charges, court reporter attendance fees, and costs of the collection of the charges authorized under this act. The cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the

building or structure incurred by the Village to bring the property into conformance with this act shall be reimbursed to the Village by the owner or party in interest in whose name the property appears.

C. Notice of Costs - The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the township assessor of the amount of the costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, by first class mail at the address shown on the Village records.

D. Lien for Unpaid Costs - If the owner or party in interest fails to pay the full costs associated with the demolition or making the building safe or of maintaining the exterior of the building or structure or grounds adjoining the building or structure within 30 days after mailing by the treasurer of the notice of the amount of the cost the Village shall have a lien for the costs incurred by the Village to bring the property into conformance with this ordinance. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. The lien for the costs shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, Act No. 206 of the Public Acts of 1893, as amended, being Section 211.1 et seq. of the Michigan Compiled Laws.

E. Court Judgement for Unpaid Costs - In addition to other remedies under this ordinance, the Village may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. In the case of a single-family dwelling or a two family dwelling, the Village shall have a lien on the property for the amount of a judgement obtained pursuant to this subsection. The lien provided for in this subsection shall not take effect until notice of the lien is filed and recorded as provided for by law.

F. Enforcement of Judgement - A judgement in an action pursuant to Section VII. E. of this ordinance may be enforced against assets of the owner other than the building or structure.

G. Lien for Judgement Amount - The Village shall have a lien for the amount of a judgement obtained pursuant to Section VII. E. of this ordinance against the owner's interest in all real property located in this state that is owned in whole or in part by the owner of the building or structure against which the judgement is obtained. A lien provided for in this subsection does not take effect until notice of the lien is filed or recorded as provided by law

VIII. SANCTIONS FOR NONCONFORMANCE WITH ORDER

Any person or other entity who fails or refuses to comply with an order approved or modified by the Village Council, or Dangerous Building Board of Appeals, as applicable, under Section VI. of this ordinance within the time prescribed by that Section is responsible for a municipal civil infraction as defined by Michigan law and subject to a sanction of $500.00 and costs. A violator of this ordinance shall also be subject to such additional sanctions, remedies, and judicial orders

as are authorized under Michigan law. Each day a violation of this ordinance continues to exist constitutes a separate violation. In addition to other remedies under this ordinance, any dangerous building under this ordinance is a public nuisance and may be abated by order of any court of competent jurisdiction.

IX. DANGEROUS BUILDING BOARD OF APPEALS

A. Established Duties - The Village Council may establish a Dangerous Building Board of Appeals to hear all of the cases and carry out all of the duties of the Village Council described in Section V. of this ordinance. If the Village Council establishes a Board of Appeals, the establishment and operation of the Board of Appeals shall be controlled by the following provisions of this section.

B. Membership - The Dangerous Building Board of Appeals shall be appointed by the Village Council and shall consist of the following members:

1. A licensed building contractor;

2. A licensed architect or engineer;

3. Two members of the general public;

4. An individual registered as a building official, plan reviewer or inspector under the Building Officials and Inspectors Registration Act, Act No. 54 of the Public Acts of 1986, as amended, being Section 338.2301 et seq. of the Michigan Compiled Laws. The individual may not be an employee of the enforcing agency.

C. Terms - Dangerous Building Board of Appeals members shall be appointed for three years, except that of the members first appointed, two shall serve for one year, two members shall serve for two years, and one member shall serve for three years. A vacancy created other than by expiration of a term shall be filled for the balance of the unexpired term in the same manner as the original appointment. A member may be reappointed for additional terms

D. Officers - The Dangerous Building Board of Appeals annually shall select a chairperson, vice chairperson and other officers that the Board of Appeals considers necessary.

E. Quorum and Final Action Votes - A majority of the Dangerous Building Board of Appeals members appointed and serving constitutes a quorum. Final action of the Board of Appeals shall be only by affirmative vote of a majority of the board members appointed and serving.

F. Compensation and Expenses - The Village Council shall fix the amount of any per diem compensation provided to the members of the Dangerous Building Board of Appeals. Expenses of the Board of Appeals incurred in the performance of official duties may be reimbursed as provided by law for employees of the Village of Calumet.

G. Open Meetings Act Applicable - A meeting of the Dangerous Building Board of Appeals shall be held pursuant to the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Section 15.261 et seq. of the Michigan Compiled Laws Public notice of the tine, date and place of the meeting shall be given in the manner required by the Open Meetings Act.

H. Freedom of Information Act Applicable- Any writing prepared, owned, used, in the possession of, or retained by the Dangerous Building Board of Appeals in the performance of an official function shall be made available to the public pursuant to the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended, being Section 15.231 et seq. of the Michigan Compiled Laws.

X. APPEAL OF VILLAGE COUNCIL/BOARD OF APPEALS DECISION

An owner aggrieved by any final decision or order of the Village Council, or the Dangerous Building Board of Appeals, as applicable, under Section VI. of this ordinance may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 21 days from the date of the decision.

XI. SEVERABILITY

The provisions of this ordinance are declared to be severable and if any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

XII. REPEAL

All ordinances or parts thereof in conflict herewith are repealed.

This Ordinance shall become effective immediately upon publication.

Approved and adopted this 15th day of April, 2025.

VILLAGE OF CALUMET

By_____
ROB TARVIS
President

PASSED AND ADOPTED this 15th day of April, 2025.

Attest:

_____
LORI WEIR,
Village Clerk

Yeas:

Nays:

Absent/Abstain:

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 162, duly adopted by the Village Council of the Village of Calumet, County of Houghton, and State of Michigan, at a regular meeting held on April 15, 2025, and that this meeting was conducted and a public notice of this meeting was given, pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan 1976, and that the minutes of this meeting were kept and will be or have been made available, as required by said Act.

I further certify that the following members were present at said meeting: ; and that members were absent.

I further certify that the Ordinance has been recorded in the Ordinance Book of the Village, and that such recording has been authenticated by the signatures of the Village President and the Village Clerk.

_____
LORI WEIR,
Village Clerk

340 SIXTH STREET, CALUMET, MICHIGAN 49913
PHONE (906) 337-1713 . FAX (906) 337-5964 . EMAIL: manager@villageofcalumet.com
Megan Haselden, VILLAGE MANAGER

Conflict of Interest Policy

Purpose

Every citizen in the Village of Calumet is entitled to have complete confidence in the integrity of the process of local government. Each representative of the people of the Village, whether elected or appointed, paid or unpaid, serving on a council, committee, commission or as an employee or volunteer, shares the responsibility for earning and retaining the public's trust. It is in the best interest of the Village of Calumet to be aware of and responsibly manage all conflicts of interest and appearances of a conflict of interest. This Conflict of Interest Policy is designed to help trustees, officers, employees, and volunteers of the Village of Calumet identify situations that present potential conflicts of interest and to provide the Village of Calumet with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in Village of Calumet operations.

I. Conflict of Interest Defined

In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a conflict of interest:

a. A trustee, officer, employee, or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with the Village of Calumet for goods or services.

b. A trustee, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between the Village of Calumet and an entity in which the trustee, officer, employee or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.

c. A trustee, officer, employee, or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with the Village of Calumet.

Other situations may create the *appearance of a conflict* or present a *duality of interests* in connection with a person who has influence over the activities or finances of the Village. All such circumstances should be disclosed to the council or staff, as appropriate, and a decision made as to what course of action the Village or individuals should take so that the best interests of the Village are not compromised by personal interests.

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Gifts, Gratuities and Entertainment.
Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of the Village of Calumet.

II. Definitions

a. Conflict of Interest - any circumstance described in Section I. of this Policy.

b. Interested Person - any person serving as an officer, employee, or member of the Council of the Village of Calumet or who has a personal interest that conflicts with the interests of the Village of Calumet.

c. Family Member - a spouse, parent, child or spouse of a child, brother, sister, or spouse of a sibling, of an interested person.

d. Material Financial Interest - a financial interest (in an entity) of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the Village is a party.

e. Contract or Transaction - any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to the Village of Calumet is not a Contract or Transaction.

III. Procedures

a. Prior to board or committee action on a contract or transaction involving a conflict of interest, a director or council member having a conflict of interest and who attends the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.

b. A trustee or committee member who plans not to attend a meeting at which he or she has reason to believe that the council or committee will act on a matter in which the person has a conflict of

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interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

c. A person who has a conflict of interest shall not participate in or be permitted to hear the council's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

d. A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.

e. The person having a conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Village Council of the Village of Calumet has a conflict of interest when he or she stands for election as an officer or for re-election as a member of the council.

f. Interested persons who are not members of the council of the Village of Calumet, or who have a conflict of interest with respect to a contract or transaction that is not the subject of board or committee action, shall disclose to their supervisor, or the Chair, or the Chair's designee, any conflict of interest that such interested person has with respect to a contract or transaction. Such disclosure shall be made as soon as the conflict of interest is known to the interested person. The interested person shall refrain from any action that may affect the Village of Calumet's participation in such contract or transaction.

In the event it is not entirely clear that a conflict of interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor or the Chair or the Chair's designee, who shall determine whether full council discussion is warranted or whether there exists a conflict of interest that is subject to this policy.

IV. Confidentiality

Each director, officer, employee, and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of the Village of Calumet. Furthermore, trustees, officers, employees, and volunteers shall not disclose or use information relating to the business of the

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Village of Calumet for their personal profit or advantage or the personal profit or advantage of their family member(s).

V. Review of policy.

a. Each trustee, officer, employee, and volunteer shall be provided with and asked to review a copy of this policy and to acknowledge in writing that he or she has done so.

b. Annually each trustee, officer, employee, and volunteer shall complete a disclosure form identifying any relationships, positions, or circumstances in which s/he is involved that he or she believes could contribute to a conflict of interest. Such relationships, positions or circumstances might include service as a director of or consultant to another organization, or ownership of a business that might provide goods or services to the Village of Calumet. Any such information regarding the business interests of a trustee, officer, employee or volunteer, or a family member thereof, shall be treated as confidential and shall generally be made available only to the Chair and any committee appointed to address conflicts of interest, except to the extent additional disclosure is necessary in connection with the implementation of this policy.

c. Each member of the Village Council shall periodically review this policy. Any changes to the policy shall be communicated to all staff and volunteers.

DRAFT

340 SIXTH STREET, CALUMET, MICHIGAN 49913
PHONE (906) 337-1713 . FAX (906) 337-5964 . EMAIL: manager@villageofcalumet.com
Megan Haselden, VILLAGE MANAGER

Village of Calumet
Conflict of Interest Disclosure Form

Date: ___/____/_____

Name: _____

Position (employee/volunteer/trustee):_____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Village of Calumet and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1._____

2._____

3._____

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy of the Village of Calumet.

Signature:_____

Date: _____

Witness: _____

FIRST AMENDED LEASE AGREEMENT

VILLAGE OF CALUMET, a Michigan municipal corporation, of 340 Sixth Street, Calumet, Michigan 49913 ("Landlord"), and **THE CALUMET THEATRE COMPANY**, a Michigan non-profit corporation, of 340 Sixth Street, Calumet, Michigan 49913 ("Tenant") enter into this First Amended Lease Agreement ("First Amended Lease") effective the _ day of _____, 2024 (the "Effective Date").

Whereas the Landlord and Tenant are currently parties to a Lease Agreement (the "Lease") which was entered into and made effective on March 1, 2017 (the "Lease Agreement Effective Date") for a period of thirty (30) years thereafter;

Whereas the Lease was to automatically renew for an additional ten (10) year period unless either party were to terminate the Lease by written notice the other party from September 1, 2030 through February 28, 2031;

Whereas both parties desire to amend certain terms and conditions of the Lease in order to better work together for the benefit of the community;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above purposes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Lease:** Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, does hereby lease to Tenant a portion of the premises located at 340 Sixth Street, Calumet, Michigan 49913, more fully described as:

   A parcel of land in the Village of Calumet, County of Houghton and State of Michigan described as Lots Eighteen (18), Nineteen (19), and Twenty (20) of Block Twenty (20) in the Village of Red Jacket (now Calumet), according to the plat thereof recorded in the office of the Register of Deeds for Houghton County, Michigan; (hereinafter "the Premises"), with the leased area limited to the following areas:

   First Floor:

   The theatre auditorium, the theatre auditorium entrance, the backstage area, the basement dressing rooms, areas immediately adjacent to the theatre which are necessary for access to the theatre by the public;

   Second Floor:

   Second floor ballroom, lobby and entrance to the ballroom and other areas adjacent to the ballroom which are necessary for access to the ballroom including the elevator and entrance stairway to and exits from the ballroom;

   Storage Room:

   Located southeast of the space where the fire trucks are kept in the Village Hall, for office purposes, with access through the alley door to the Premises or from the hallway extending from the theatre areas above, except in the cases of emergency, and subject to Landlord's reasonable rules related to the adjacent fire hall space;

   (hereinafter the "Theatre"),

   and grants a non-exclusive license to Tenant for the following common areas:

   The front entrance for access to the theatre ballroom and Calumet Village offices; the lower lobby which connects that entrance with the stairway and elevator to the theatre ballroom, and the two bathrooms located in that lobby, and the theatre fire door;

   (hereinafter the "Common Areas").

2. **Amendment of Prior Lease:** Upon the Effective Date and from the Effective Date forward, this First Amended Lease completely replaces and supersedes that certain Lease Agreement between these parties dated March 1, 2017, in its entirety.

3. **Term**: The initial term ("Initial Term") of this First Amended Lease is five (5) years, beginning on the Effective Date, and terminating on the last day of _____. The First Amended Lease will renew for

successive one (1) year periods (the "Subsequent Term") under all these same terms, (i) unless Tenant provides one (1) years notice of its intent to not renew for any Subsequent Term, or (iii) unless a condition of material default or breach exists on the part of Tenant and remains uncured for forty five (45) days after Tenant is notified in writing thereof.

4. **Rent:**
   a. Tenant agrees to pay Landlord five US Dollars ($5.00) within thirty (30) days of the Effective Date, for the Initial Term.
   b. Tenant agrees to pay Landlord one US Dollar ($1.00) within thirty (30) days of the start of each Subsequent Term.
   c. Tenant must make all payments of rent to Landlord without deduction or set-off. Landlord may, at any time, direct the manner of payment.
5. **Theatre Personal Property:** Landlord rents to Tenant certain furniture, fixtures, equipment, theatrical costumes, and other personal property used in connection with the Theatre, as described in the attached *Schedule A* ("Theatre Personal Property"), without warranty and in "as is" condition. Landlord shall have no duty to repair or maintain the Theatre Personal Property. Tenant agrees to keep and maintain such Theatre Personal Property in the condition it was in upon the Effective Date of this First Amended Lease.
6. **Security Deposit:** Landlord and Tenant agree that there will be no security deposit.
7. **Use and Occupancy:** Tenant will use the Theatre for the operation of a public theatre and performance venue, event rentals, presentation space and other public or private meetings or gatherings and related or similar activities, and for no other purpose without Landlord's written consent. Landlord reserves the right to use the Theatre, without payment of any rent to Tenant, for activities scheduled by Landlord upon reasonable notice to Tenant, provided that such activities do not conflict with Tenant's previously scheduled activities in the Theatre. As a condition of such use, Landlord agrees to reimburse Tenant for actual costs incurred from the use, including without limitations, the cost of utilities, cleaning, projectionist, stagehands and supervision. Landlord shall indemnify and hold harmless Tenant from liability arising out of Landlord's use, in whole or in part, of the Theatre and/or Theatre Personal Property.
8. **Food and Beverages:** Tenant will not permit food in the theatre auditorium or Common Areas except for bottled water, popcorn, dry candy, and similar dry foods, unless Landlord approves otherwise in writing. Tenant may do so in the ballroom. Tenant may serve alcoholic beverages if and only if it obtains a liquor license and maintains liquor liability insurance naming Landlord as an additional insured and otherwise complies with all laws and regulations regarding the serving of alcohol. Tenant agrees to hold Landlord harmless from all liability, damages, or claims arising out of the serving of alcoholic beverages in the Theatre or Common Areas, and to pay all costs arising out of such claims including, but not limited to, attorney fees and costs.
9. **Keys:** Tenant will procure and maintain keys for the Theatre and locked entries to the Common Areas. Tenant will take reasonable precautions to secure the doors to the Theatre and Common Areas when not in use and will return keys to Landlord upon termination or expiration of this First Amended Lease. Tenant will provide copies of these keys to Landlord for Landlords access to these areas as needed.
10. **Utilities and Other Costs:** Tenant will timely pay all charges made against the Theatre for utilities, including gas, water, heat, electricity, telecommunications, and security. For those utilities that are not separately metered, Tenant will pay Landlord a share based on Tenant's proportional use upon receipt of an invoice from Landlord evidencing the amount due.
11. **Cleaning:** During this First Amended Lease, Tenant will keep the Theatre free of rubbish, dirt, and nuisance conditions, at Tenant's own expense and, upon the expiration of this First Amended Lease, deliver it in like condition as when taken on the Effective Date, excepting only reasonable and ordinary wear. Landlord will provide routine janitorial services for the Common Areas, with Tenant providing additional janitorial services in the Common Areas for its activities as may be necessary to keep the areas free of rubbish, dirt and nuisance conditions.
12. **Maintenance:** Tenant will maintain the interior of the Theatre in at least the same condition it is in on

the Effective Date and perform, at Tenant's expense, routine maintenance and repairs on the theatrical components and related theatrical mechanical systems used for the activities of the Tenant in the Theatre. The Landlord agrees to timely service and maintain the mechanical systems necessary to use the Theatre and the Common Areas by the Tenant, and to provide general maintenance and upkeep for the building which include those areas. Landlord will perform all such maintenance and repairs, at Landlord's expense. Mechanical systems include the elevator, the furnace, radiators and ductwork; sewer, water, and other plumbing elements; the electrical wiring; and the roof mounted ventilation system. Additionally, Landlord will be responsible for repairs and maintenance to the remainder of the Premises, such as the roof, outside walls, and other structural components; and the driveway, sidewalks, and entries, including snow and ice removal, fire doors, fire escapes, fire extinguishers, and adequate lighted signs to mark exits. Notwithstanding anything above to the contrary, Tenant will repair, at its own expense, any part of the Premises damaged by Tenant's actions. If Tenant fails to promptly perform any Tenant required maintenance or repair any damage caused by Tenant, Landlord may enter and cause the repair to be made and bill the expense to Tenant as rent.

13. **Landlord Option to Pay Expense:** Tenant must promptly pay all expenses owed by Tenant under this First Amended Lease and indemnify and hold Landlord harmless for any failure to pay. If Tenant fails to pay any Tenant expense other than rent, Landlord may pay the expense on Tenant's behalf, and charge the expense as rent to Tenant on the next ensuing rent day together with an additional ten percent (10%) interest (per annum rate) accruing from the date the payment was due. Tenant's failure to reimburse Landlord for the expense within one (1) year of payment by Landlord is a default under this First Amended Lease.

14. **Alterations**: Tenant will not make any alterations to or install fixtures that would be permanently attached to the structure of the Theatre without Landlord's written consent, which consent will not be unreasonably or untimely withheld. All such alterations and installations must be at Tenant's expense and performed by a licensed and insured contractor if required. All such alterations and installations, including additions or improvements, made to the Theatre that are not removed or restored to their previous condition will become the property of Landlord upon the termination or expiration of this First Amended Lease, except moveable office furniture and trade fixtures put in at Tenant's expense with Landlord's consent.

15. **Condition of Theatre:** Tenant acknowledges that Tenant has inspected the Theatre and Common Areas, is familiar with the condition of those areas, has evaluated its sufficiency for its intended use, and that Landlord has made no warranty or representation of any kind as to the condition of or as to compliance with any applicable building codes or other municipal laws or ordinances or with known or unknown soil or groundwater conditions. The Tenant accepts the Theatre and Common Areas in their present condition, "as-is" and "where-is" subject to Landlords ongoing maintenance obligations described in Section 12 and subject to the remediation by Landlord of any latent defects discovered or encountered after the Effective Date.

16. **Compliance with Laws:** Tenant shall, at its own expense, promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, county, state and Federal authorities affecting the Theatre and Common Areas.

17. **Advertising Display:** Tenant may display signs on the Premises to advertise the business carried on by Tenant in the Theatre. All signage must comply with applicable municipal ordinances and any state and federal requirements.

18. **Access to Theatre and Basement:** Landlord shall have the right to enter and inspect the Theatre at reasonable hours upon reasonable notice to the Tenant. Landlord further retains the right to access the basement areas of the Premises through the Theatre or Common Areas without notice to Tenant.

19. **Adult Supervision Required:** Tenant agrees that an individual of adult age will be present and responsible for Tenant activities in the Theatre while open to the public, and that an adult will be present at any time when an individual of an age less than eighteen (18) years is present in the Theatre.

20. **Quiet Enjoyment:** Landlord covenants that Tenant, subject to all provisions of this First Amended Lease including payment of all rent, and upon performing all obligations in this First Amended Lease, may peacefully and quietly use, have, hold, and enjoy the Theatre during the term of this First Amended Lease.

21. **Casualty and Mutual Release:** If the Premises is damaged, in whole or in part, by fire or other casualty during this First Amended Lease, Landlord may elect to restore the Premises to good tenantable condition. The rent will abate entirely while any portion of the Theatre is untenantable until it is restored to a tenantable condition. However, there will be no abatement if the cause of damages is the negligent or willful act of Tenant, its agents or employees. Alternatively, if the Theatre is unrecoverably damaged Landlord may terminate this First Amended Lease, without liability, by written notice to Tenant.

22. **Property Insurance:** Landlord shall insure the Premises with adequate fire and extended coverage for loss to the building. Tenant shall comply with all requirements of Landlord's policy. Tenant will insure its contents and leasehold improvements at all times with "All-Risk" coverage for the full replacement value. Coverage must be through an "A" rated carrier licensed to conduct business in the State of Michigan, with single limits in the amount of at least One Million ($1,000,000.00) Dollars. Tenant will name Landlord as an additional insured on the policy and provide a copy of the policy to Landlord upon request. If Tenant fails to provide a policy, Landlord may obtain such insurance, and charge the cost to Tenant as rent.

23. **Commercial Liability Insurance and Indemnification:** Tenant agrees to indemnify and hold harmless Landlord from any liability to any person or property in, on or about the Premises for damages, claims, liens, or losses, including Landlord's reasonable attorney fees and costs, from any act by Tenant. Tenant will procure and keep in effect during this First Amended Lease public liability and property damage insurance for the benefit of the Landlord in the sum of at least One Million ($1,000,000.00) Dollars for damage resulting to one person, One Million ($1,000,000.00) Dollars for damages resulting from one casualty, and Five Hundred Thousand ($500,000.00) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver a copy of the policy to Landlord. If Tenant fails to provide a policy, Landlord may obtain such insurance, and charge the cost to Tenant as rent.

24. **Hold Harmless:** Tenant agrees that Landlord will not be liable for any state or federal withholding taxes, sales taxes, social security taxes, unemployment taxes, or other damages, injuries, claims, or losses associated with Tenant's operations on the Premises. Tenant shall hold harmless and indemnify Landlord and the Premises from all damages, losses, liens, and claims, including Landlord's reasonable attorney fees and costs, that result from Tenant's activities in, on or about the Premises.

25. **Assignment:** Tenant may sublease the Theatre and Common Areas to a third-party. Any such sublease must be in writing, containing the third-party's acknowledgment of receipt of a copy of this First Amended Lease, and an agreement not to violate any term of this First Amended Lease. Use by any third-party must be consistent with Tenant's allowed uses and all other terms under this First Amended Lease. Further, any sublease exceeding thirty (30) days in a single calendar year must be approved by Landlord in writing, whose permission will not unreasonably or untimely be withheld. Approval of a sublease does not waive or release Tenant from any term of this First Amended Lease. This prohibition shall not apply to an assignment caused by a dissolution of the Tenant under the Non-Profit Corporation Act of the State of Michigan. Tenant may not otherwise assign its rights under this First Amended Lease without the written approval of Landlord.

26. **Right of First Refusal:** If at any time before the expiration or termination of this First Amended Lease, the Landlord shall receive a good faith and bona fide offer from a third-party to purchase in whole or in part the Theatre, the Landlord shall send the Tenant a copy of the proposed offer and shall notify the Tenant of its intention to accept the offer. If the Landlord elects not to accept the offer for any reason, then the Tenant need not be notified. The Tenant shall have the one time right within sixty (60) days to accept the terms of the offer in writing to purchase the Theatre for the terms specified in the offer. If Tenant does not so elect within the sixty (60) day period, the Landlord may then sell the Theatre to the offeror provided the sale is on the exact same terms and conditions and for the price set forth in the offer as sent to the Tenant. The Tenant shall be entitled to review any sale documents to verify compliance with the terms of this Right of First Refusal.

27. **Bankruptcy and Insolvency:** If Tenant's estate is taken in execution, or by other process of law, or if Tenant is declared or made voluntarily bankrupt or insolvent, or if any receiver is appointed for Tenant's business or property, or if any assignment is made of Tenant's property for the benefit of creditors, then, and in such event, this First Amended Lease may be immediately terminated at Landlord's option.

28. **Default:** In any of the following events, Landlord has the right to re-enter the Theatre through lawful means and to remove the Tenant from the Theatre, with or without terminating this First Amended

Lease at the exclusive option of Landlord: (i) Tenant fails to pay any rental obligation within thirty (30) days of when due; or (ii) Tenant fails to perform any other material obligation of this First Amended Lease and fails to cure the failure within forty five (45) days after written notice thereof. In the event Landlord recovers possession of the Theatre because of Tenant's uncured default and does not elect to terminate this First Amended Lease, Landlord shall have the right to make repairs to the Theatre as Landlord deems necessary and may re-let the Theatre to Tenant on any additional or modified terms and conditions Landlord deems reasonable. Landlord's re-entry is not an election to terminate this First Amended Lease unless a written notice of such intention is given to Tenant. Notwithstanding, Landlord may at any time elect to terminate this First Amended Lease for any breach which remains uncured for forty-five (45) days after written notification thereof is made to Tenant.

29. **Expenses, Damages, and Re-entry:** If Landlord obtains possession of the Theatre by re-entry, summary proceedings, or otherwise, Tenant agrees to pay Landlord all expenses, including reasonable attorney fees and costs, incurred in obtaining rightful possession of the Theatre, and all other damages. Tenant agrees that any personal property remaining in the Theatre after thirty (30) days Landlords rightful repossession of the Theatre will be considered abandoned and Tenant grants Landlord the right to sell, keep, destroy, or otherwise dispose of the personal property upon fourteen (14) days written notice to Tenant.

30. **Remedies Not Exclusive:** Each and every right, remedy and benefit provided by this First Amended Lease is cumulative, and is not exclusive of any other right, remedy, or benefit allowed by law.

31. **Waiver:** Landlord's waiver of any term of this First Amended Lease is not a waiver of Landlord's right to declare a subsequent breach of the same term for such subsequent breach.

32. **Notices:** All notices and requests in connection with this Agreement shall be deemed given as of the day they are delivered either (i) by messenger, (ii) delivery service, or (iii) in the United States of America mails, postage prepaid, certified or registered, return receipt requested at the addresses stated in the recital of this First Amended Lease unless another address is provided in writing to the other party during this First Amended Lease.

33. **Assigns and Successors in Interest:** The terms of this First Amended Lease are binding on the parties' respective heirs, successors, representatives, and assigns.

34. **General Legal Provisions.** This First Amended Lease may not be modified unless done so in writing by the party against whom enforcement of such modification is sought. This First Amended Lease expresses the entire agreement between the parties with respect to the subject matter hereof and all prior communications are merged and replaced by this First Amended Lease. It may be signed in separate counterparts, and/or by facsimile or electronically, the sum of which shall constitute a single integrated document. This First Amended Lease shall be interpreted under the laws of the State of Michigan, with Houghton County being the venue for any dispute.

IN WITNESS WHEREOF, this First Amended Lease Agreement has been executed by the duly authorized representatives of the parties whose signatures appear below.

LANDLORD	**TENANT**
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date of signature:	Date of signature:

SCHEDULE A (REVIEW CURRENT STATUS)

INVENTORY OF THEATRICAL PROPERTIES OF THE VILLAGE OF CALUMET

A. OFFICE (Box office)

1. Two drawer file cabinet (1)
2. Picture (1)
3. Antique clock (1)

B. GALLERY (2nd balcony)
1. Standing spotlight 1-1500w Altspot

C. BALCONY
1. 35 mil mm carbon arc projector
2. 18-reel cabinet (1 only)
3. Fire extinguishers (3)
4. Approximately 150 original seats

D. LOBBY
1. Donations box (1)

E. BALLROOM
1. Bingo machine and 2 sets of bingo balls (removed)
2. 20 - 8 ft. tables
3. 114 metal folding chairs
4. Hanging blower heaters (2)
5. Old upright piano with bench
6. Hanging chandelier
7. Coat rack
8. Globe lights (6)
9. Fire extinguishers (2)

F. MAIN FLOOR
1. High back wicker chairs (6)
2. Original round low-back wicker chairs (3)
3. Fire extinguishers (2)
4. Framed pictures of stars of the past (6)

G. STAGE
1. Conover 7' grand piano with bench
2. Removable staircases (2)
J, Fire extinguishers (2)
4. Fire screen (fire curtain) (l)
5. Rigging including sand bags, cables, and rope
6. Baby grand piano - 5'

H. DOWNSTAIRS
1. Music stand
2. Clothes rack
3. 9 make-up minors (attached to walls·- each dressing room)

I. INSTRUMENTS

J. CABLES
1. 12 - 50' 12/3 XLR portable cables, assorted short two-fers & extension cords (approximately l00')

Village of Calumet
County of Houghton, State of Michigan

ORDINANCE NO. 163

ORDINANCE REGULATING OPEN FIRES AND BURNING WITHIN THE VILLAGE OF CALUMET

An ordinance to regulate open fires and burning within the Village of Calumet.

THE VILLAGE OF CALUMET ORDAINS:

Section 1. PURPOSE
This ordinance is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of the city by regulating the air pollution and fire hazards of open burning and outdoor burning.

Section 2. APPLICABILITY

A. This ordinance applies to all outdoor burning and open burning within the Village of Calumet.
B. This ordinance does not apply to grilling or cooking food using charcoal, wood, propane, or natural gas in cooking or grilling appliances.
C. This ordinance does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.
D. This ordinance does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

Section 3. DEFINITIONS For this ordinance the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Village . The Village of Calumet (hereinafter "Village").

Village Manager. The Village of Calumet Manager, or their designee.

Clean Wood. Natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

Construction and Demolition Waste. Building waste materials, including, but not limited to, waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair and demolition operations on a house, commercial or industrial building, or other structure.

Garbage. Any animal or vegetable waste resulting from handling, preparation, cooking, and consumption of food.

Open Burning. Kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.

Outdoor Burning. Open burning or burning in an outdoor setting.

Refuse. Any trash, including, but not limited to, plastic, exclusions, furniture, bedding metals, tin, glass, and discarded building and household decorative materials.

Stack or Chimney. A flue, conduit, or duct designed to direct an effluent into ambient air.

Yard Waste. Regular wastes produced from landscaping, gardening activities, trimming, pruning, mowing, and the maintenance of grounds.

Section 4. GENERAL PROHIBITION ON OUTDOOR BURNING AND OPEN BURING
Open burning and outdoor burning are prohibited in the Village unless the burning is specifically permitted by this ordinance.

Section 5. RECREATIONAL FIRES
Recreational fires on private property are permitted so long as they meet **all** the following requirements:

- The fire pit or receptacle does not exceed three feet in diameter.
- Fires are attended until they are extinguished, and ashes are cooled by a competent person of at least 18 years of age.
- Only clean wood products or commercially produced fuel products are burned.
- Recreational fires shall be located at least 20 feet from the nearest neighboring structure which is not on the same property as the recreational fire.
- Fire does not threaten trees, shrubs or branches that may ignite.
- Atmospheric conditions are favorable.
- Fire is in a pit or receptacle that inhibits the spread of a fire.
- Prohibit emission of smoke or fumes which irritate, annoy, or constitute a health nuisance to others living in the neighborhood.
- No fires will be allowed from midnight to 6:00 a.m.
- The fire does not endanger other buildings or structures.

Section 6. BONFIRES
Public or private bonfires in which the material wood exceed three feet in diameter require prior approval of the Village Manager and/or the Fire Chief.

Section 7. NO BURNING ORDERS
No burning may be conducted on days when the Department of Environmental Quality, Department of Natural Resources or Governor of Michigan has issued a ban applicable to the area.

Section 8. PENALTY
Failure to abate a violation of this section as prescribed by the Village Manager, code enforcement officer, or other village authorized representative shall result in a fine of up to $100 for each day during which the property owner is in violation.

Section 9. ADOPTION AND EFFECTIVE DATE
This Ordinance shall be in effect thirty (30) days from and after the passage, approval and publication, as provided by law.

Passed and adopted by the Village Council of the Village of Calumet, County of Houghton, and State of Michigan on the _____ day of _____, 2025.

VILLAGE OF CALUMET

By_____
Robert Tarvis
Village President

Attest:

_____
Lori Weir
Village Clerk

DRAFT

Village of Calumet
County of Houghton, State of Michigan

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- Only clean wood products or commercially produced fuel products are burned.
- Recreational fires shall be located at least 20 feet from the nearest neighboring structure which is not on the same property as the recreational fire.
- Fire does not threaten trees, shrubs or branches that may ignite.
- Atmospheric conditions are favorable.
- Fire is in a pit or receptacle that inhibits the spread of a fire.
- Prohibit emission of smoke or fumes which irritate, annoy, or constitute a health nuisance to others living in the neighborhood.
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Passed and adopted by the Village Council of the Village of Calumet, County of Houghton, and State of Michigan on the _____ day of _____, 2025.

VILLAGE OF CALUMET

By_____
Robert Tarvis
Village President

Attest:

_____
Lori Weir
Village Clerk

DRAFT

KEDA
KEWEENAW ECONOMIC DEVELOPMENT ALLIANCE
Leading Economic Development in the Keweenaw

TO: Megan Haselden, Manager, Village of Calumet
FROM: Jeff Ratcliffe, Executive Director, Keweenaw Economic Development Alliance
RE: Additional Support (Parking) for MEDC Financed Redevelopment Projects in Calumet
DATE: April 2, 2025

KEDA is working with Quello Block, LLC (Rhonda Maas) to package the redevelopment of the Quello and Kirby Block buildings for $1.5 million in Michigan Economic Development Corporation (MEDC) funding. This project will receive its Letter of Interest from the MEDC later this week and will be working to submit its final paperwork required to receive the funding. KEDA is also working with MCP Properties, LLC (Nathan McParlan) to package the redevelopment of 425 and 427 5th Street for $1.5 million in MEDC and $700,000 in MSHDA funding.

The two projects will have a combined total investment in excess of $8.8 million and will create seven long-term housing units and revitalized commercial space totaling over 26,000 square feet with three new storefronts at 425-427 5th and a boutique hotel (Hotel Calumet) with restaurant and bar at 308-310 5th. These two projects will revitalize four severely blighted properties, three of which were Land Bank acquired and one DDA acquired.

Both of these projects will require off-street parking. On behalf of both developers, KEDA is requesting the Village of Calumet provide the following areas to support the parking requirements of these projects:

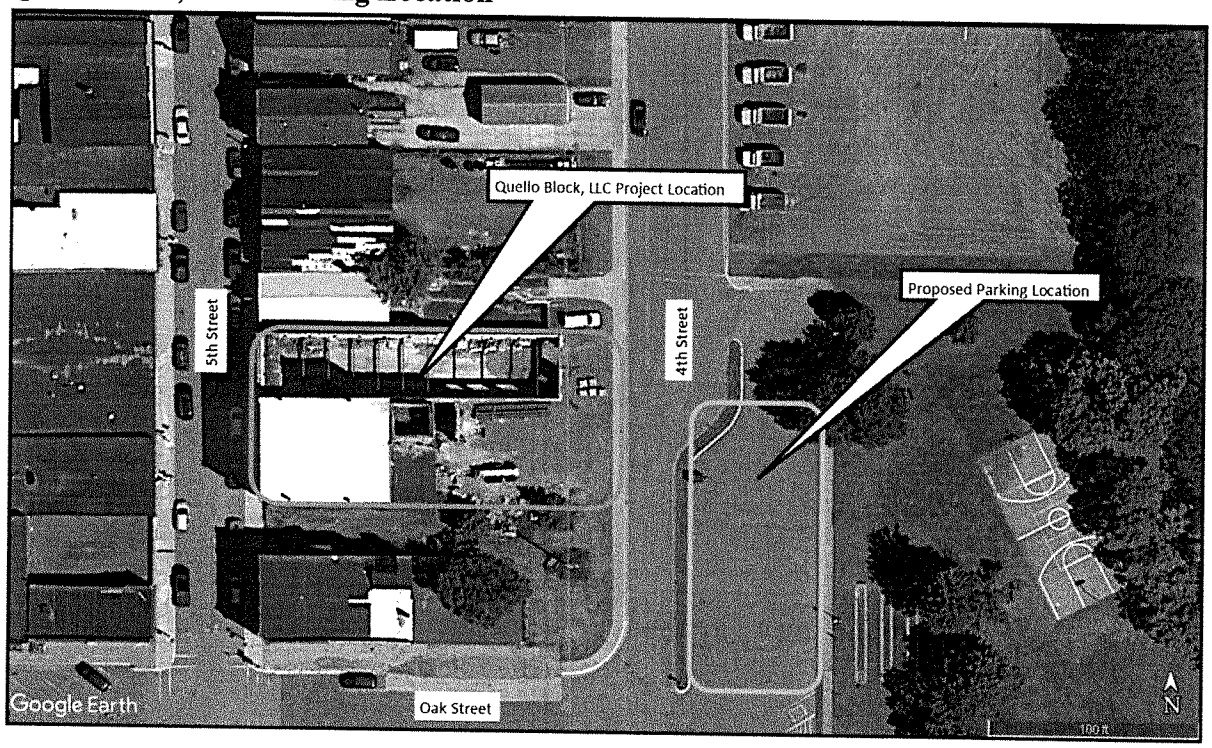
A. The Village would provide 15 designated parking spaces in the 4th street lot across from Quello and Kirby buildings for 15 years to support Quello Block, LLC's boutique hotel project. An aerial map showing the location is attached for reference. The proposed location can accommodate at least 25 parking spaces.

B. The Village would allow MCP Properties, LLC to develop a parking lot on Lot 6, Block 19 and allow the developer up to 18 designated spaces for the tenants in his proposed redevelopment of 425 and 427 5th Street. The lot would remain publicly owned. The Calumet DDA supported this request at their February 2025 meeting. A draft site plan is attached for reference.

Cc: Rhonda Maas, Quello Block, LLC
Nathan McParlan, MCP Properties, LLC

Leah Polzien, Main Street Calumet

Quello Block, LLC Parking Location



MCP Properties, LLC Parking Location

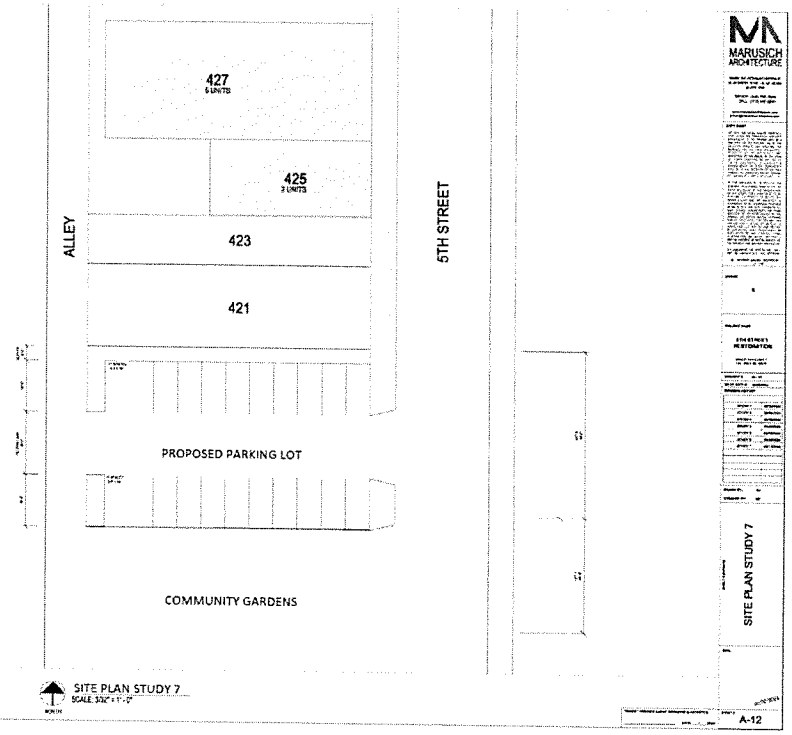
APARTMENT PARKING

427—5 UNITS X 1.5 SPACES PER UNIT = 7.5
425—2 UNITS X 1.5 SPACES PER UNIT = 3
TOTAL SPACES REQUIRED = 12

COMMERCIAL PARKING

425—1 SPACE X 2 SPACES PER UNIT = 2
427—2 SPACES X 2 SPACES PER UNIT = 4
TOTAL SPACES REQUIRED = 18

PROPOSED PARKING LOT:
LOT 6 PLUS NORTH 4' OF LOT 7



SITE PLAN STUDY 7

MARUSICH ARCHITECTURE

SITE PLAN STUDY 7

A-12

CALUMET VILLAGE DDA MEETING MINUTES - DRAFT
SPECIAL MEETING TO DISCUSS DEVELOPMENT AGREEMENT WITH MCP PROPERTIES
MONDAY, MARCH 20, 2025, 1:00 PM
CALUMET VILLAGE TOWNHALL, 340 SIXTH STREET

Present: Chair Nikki L'Esperance; Vice Chair Andrew Ranville; Members Rick Campioni, Pete Hahn, Lorri Oikarinen, Jason Wickstrom

Absent: Members Nathan McParlan, JW Miller, Rob Tarvis; DDA Administrator Megan Haselden

Also present from the village: CEDAM Fellow Joey Foster

Present from the public: MSC Director Leah Polzien

I. Call to Order / Roll Call / Pledge of Allegiance

L'Esperance called the meeting to order at 1:00pm with roll call and led the Pledge of Allegiance.

II. Petitions from the Public *(members of the public have 5 minutes to speak)*

None.

III. Approval of Agenda

L'Esperance moved, seconded by Ranville, to approve Foster for recording minutes.

Motion Carried 6/0

Ranville moved, seconded by Wickstrom, to approve the agenda as presented.

Motion Carried 6/0

IV. New Business

1. Development Agreement with MCP Properties LLC – 427 5th Street

Review of the Development Agreement put forward in consultation with the Village Attorney regarding the transfer of property – 427 5th Street – from the Calumet DDA to MCP Properties, LLC. Ranville moved, supported by Hahn, to approve the Development Agreement with recommendation from the Village Attorney to present agreement to Village Council for approval under the condition that the time allotted for "complete construction" by the developer be expanded to 24 months from 15 months.

Motion Carried 6/0

CALUMET VILLAGE DDA MEETING MINUTES - DRAFT
SPECIAL MEETING TO DISCUSS DEVELOPMENT AGREEMENT WITH MCP PROPERTIES
MONDAY, MARCH 20, 2025, 1:00 PM
CALUMET VILLAGE TOWNHALL, 340 SIXTH STREET

V. Comments from the Public *(members of the public have 5 minutes to speak)*

None.

VI. Adjourn

Hahn moved, seconded by Wickstrom, to adjourn the meeting at 1:35pm.

Motion Carried 6/0

DEVELOPMENT AGREEMENT

This Development Agreement is entered into by the Calumet Downtown Development Authority, an Authority under the Recodified Tax Increment Financing Act, being Act 57 of 2018, as amended, 340 6th Street, Calumet, Michigan 49913 (Calumet DDA) and MCP Properties, LLC, 55174 S. John's Creek Road, Hancock, Michigan 49930 (Developer).

RECITALS

This Development Agreement is made under the following circumstances:

A. The Calumet DDA owns a certain parcel of real property at 427 5th Street, Calumet, Michigan that it acquired through purchase; that has been cleaned out, new roof installed, and secured as the first step in redeveloping the property for a mixed use, middle market residential housing (Project); which is listed and legally described as PID#041-129-004-00, North 3/4 of Lot 4 Block 19 , Village of Calumet, Houghton County, Michigan (Calumet DDA Property); and

B. The Calumet DDA has determined that the Project will dispose of DDA acquired property in a coordinated manner to foster the development of that property and to promote economic growth by providing for the expansion of desired uses within the Village of Calumet as determined by the Calumet Downtown Development Authority and Calumet Planning Commission; and

C. The Developer has made a proposal (Exhibit A) to the Calumet DDA dated January 31, 2025 to undertake the Project and the Calumet DDA at an Authority meeting on February 10, 2025 has accepted this proposal and agreed to contribute the property, valued by the Calumet Township Assessor at $20,205, to the Developer to support the Developer's MEDC financing request (Exhibit B); and

D. The Developer may seek MSHDA grant funding, Brownfield Redevelopment revolving fund and/or tax increment finance support from the Houghton County Brownfield Redevelopment Authority (HCBRA) to reimburse for eligible infrastructure, site preparation and other expenses and the Calumet DDA will support this request; and

E. Accordingly, the purpose of this Development Agreement is to set out the obligations of the parties to this Agreement for the undertaking the agreed upon activities and to facilitate the Company's access to state and local assistance.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Calumet DDA, agree as follows:

1. **Land Transfer Agreement.** The Calumet DDA shall transfer the Property to the Developer for the development of the Project. Transfer will be with fee title in Developer free and clear of all liens and encumbrances, and subject only to those exceptions acceptable to the Developer in its reasonable discretion including environmental conditions. The land transfer shall be governed by a separate Purchase and Sale Agreement with title to be transferred at a date that minimizes tax liability to the Developer.

2. **Land Transfer Termination.** Should the Developer be unable to build the Project, the Land Transfer Agreement shall terminate with no further obligation of either party except those that are specified in the Land Transfer Agreement. The closing of the transfer shall occur

contemporaneously with the closing of the Developer's construction financing. Until the construction financing for the Project closes, or earlier, if the Calumet DDA consents, the Property shall not be mortgaged, pledged or have any liens or encumbrances placed thereon; evidence of this restriction shall be filed with the Register of Deeds if transfer to the Developer takes place prior to the closing on the Developer's construction financing. In the event the Project, for any reason whatsoever, is not completely constructed pursuant to the terms of this Agreement, the Developer, or its successor, shall deed the Calumet DDA Property back to the Calumet DDA, in fee, free of any liens or encumbrances, except those in existence at the time of its transfer to the Developer.

3. **Developer Performance.** Developer agrees to begin construction within 30 days of Land Transfer and shall complete construction within fifteen months of commencement. Any changes to these timelines shall be immediately communicated to the Calumet DDA for consideration of an amendment to the agreement.

4. **Adverse Environmental Conditions.** The Developer and the Calumet DDA acknowledge that they do not have actual knowledge of the location and extent of adverse environmental conditions on the Calumet DDA property. Developer shall assume responsibility for any further investigations he deems necessary and all due care responsibilities that may be applicable.

5. **Compliance with Laws, Rules and Regulations**.
   5.1. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
   5.2. Non-compliance with this Agreement, or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Calumet DDA, in addition to any other remedy provided by law, may terminate this Agreement.

6. **Termination**. This Agreement shall terminate on the earlier to occur of: (a) the transfer of property and completion of the Project; (b) the mutual agreement to terminate the Agreement; (c) upon failure of the Developer to complete the construction of the Project after transfer of the property.

7. **Indemnification**. The Developer shall indemnify, hold harmless, and defend the Calumet DDA, its officials, agents and employees, from any and all claims or causes of action arising from or on account of negligent acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in undertaking the development project or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of related activities or the terms of this Agreement.

8. **Notices**. All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall been given in writing in accordance herewith.
   8.1. If to the Calumet DDA, to: Calumet DDA, 340 6th Street, Calumet, Michigan 49913
   8.2. If to Developer, to: MCP Properties, LLC, 55174 S. John's Creek Road, Hancock, Michigan, 49930

9. **Miscellaneous Provisions**

9.1. Successors and Assigns; Assignments; No Other Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Calumet DDA, which will not be unreasonably withheld. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

9.2. Entire Agreement. This Agreement including all attachments represents the entire agreement, as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.

9.3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Houghton County, Michigan.

9.4. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

9.5. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.

9.6. Effective Date. This Agreement shall become effective when approved and executed by the Calumet DDA and the Developer.

9.7. Representative. The Calumet DDA may, at its discretion and through the direction of its Chair, assign another entity to represent the Calumet DDA during the term of this agreement.

9.8 Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

MCP Properties, LLC

_____ _____

Nathan McParlan, Managing Member Date

Calumet Downtown Development Authority

_____ _____

Nikki L'Esperance, Chairperson Date

Attachments
Exhibit A – Proposal and Plans
Exhibit B - Calumet DDA Agreement to Sell

Economic Development Incentives and Assistance Applicable to the Redevelopment of Property in Downtown Calumet

The following are tools that are potentially available to assist or incentivize the development of property for commercial, mixed use or solely for housing.

1. Revitalization and Placemaking Program
2. Michigan Historic Preservation Tax Credits
3. Federal Historic Preservation Tax Credits
4. Brownfield Redevelopment Authority Tax Increment Finance
5. Commercial Facilities Tax Exemption
6. Commercial Rehabilitation Tax Exemption
7. Housing Property Tax Exemption (New)
    a. Workforce Housing Tax Exemption (Payment In Lieu of Tax)
    b. Attainable Housing Facilities Exemption (50% property tax reduction)
    c. Residential Housing Facilities Exemption (50% property tax reduction)
8. MSHDA MI Neighborhood Program

1. MEDC Revitalization and Placemaking Program. Eligible projects include commercial, mixed use and multi-family residential particularly in or adjacent to a traditional downtown. The program provides up to 50% grant with a maximum of $1.5 million for eligible expenses, as well as low interest loans. These are state funds with no federal requirements. However, the Michigan Strategic Fund Act does require SHPO review of project exteriors on historic properties or of infill projects within historic districts. The MEDC can accept their recommendations or not. The grant is paid out upon project completion, provision of development cost documentation and certificate of occupancy.

2. Michigan Historic Preservation Tax Credits. This is a state refundable income tax credit of 25%that is available for certain historic resources. This is a competitive program with a limited allocation each year. The application is similar to the Federal tax credit application.

3. Federal Historic Rehabilitation Tax Credits. This is a federal income tax credit of 20% and has to be taken over a five year period. Requires SHPO and National Park Service approvals.

Brownfield Redevelopment Tax Increment Financing. Under Act 381, normally an obsolete building rehabilitation in the Village of Calumet would only be eligible to fund the costs of environmental activity and demolition with tax increment financing. If ownership of the property is transferred to the Houghton County Land Bank Authority during the process of securing a Brownfield Plan approval, and subsequently transferred back to the developer, expenses for site preparation, utilities, acquisition costs, along with demolition and any environmental assessment and remediation are eligible for reimbursement from all the property taxes paid except for school mills after redevelopment from a base taxable value set at $0. The annual value of this tax shifted financing stream is based on the assessor's calculation of the value of the property after redevelopment.Tax increment financing can run for up to 30 years. If the capture of school millage is essential to the financing package, approval has to be secured from the Michigan Strategic Fund.

4. Brownfield Redevelopment Authority Housing Tax Increment Finance, PA 336 of 1996, as amended

Tax Increment Financing (TIF) is the use of recaptured property taxes paid by a new development to cover eligible costs related to the "revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property."

The Brownfield Act establishes a process to create a tax increment finance district on property that is being proposed for redevelopment, allowing a developer to recover all or a portion of increased property taxes paid (the tax increment) to reimburse the developer for eligible expenses.

Eligible expenses depend on whether the project is designed to address environmental contamination, primarily redevelopment related expenses including demolition, infrastructure, and site preparation or **are related to a housing development (recently added to the Act). Housing projects can use TIF for all of previous costs as well as all costs associated with providing attainable housing.**

The establishment of the TIF district and the amount of TIF capture is governed by a Brownfield Plan that is approved by the local Brownfield Authority (Houghton County) with concurrence from other municipalities and component units (DDA and LDFA) that capture taxes within that district. Final approval is by the municipal government that established the Brownfield Authority - which in our case would be Houghton County.

If a developer seeks to capture only local taxes, the approval process only requires local Brownfield Plan approval. If the developer also seeks the capture of school taxes, a Brownfield Plan and Work Plan or Combined Plan and Work Plan must be submitted to the appropriate state agency based on the type of eligible activities contemplated - EGLE for environmental remediation, MEDC for redevelopment, and MSHDA for the new housing development provision). **The housing TIF does require housing that is available to people with incomes up to 120% of the Area Median Income by family size and requires collecting income verification from tenants or buyers up front and filing annual reports to MSHDA.**

TIF can be captured for a maximum of 25 years to pay eligible expenses with an additional five years of local only capture to fund a local Revolving Fund. Length of capture is based on the amount of eligible expenses being financed.

With a housing TIF capture, MSHDA will evaluate the reasonableness of the amount in the Brownfield Plan/Work Plan. They will essentially be evaluating the difference between the cost to construct and rent or sell versus the rent or sale price that someone earning 120% of the area median income by family size could afford based on rents or mortgage payments not exceeding 30% of that income. See the MSHDA FAQ for more information. I would recommend reviewing this document.

5. Commercial Redevelopment Tax Exemption (PA 255 of 1978, as amended)

The Commercial Redevelopment Act (known as the Commercial Facilities Exemption), PA 255 of 1978, as amended, provides a tax incentive to commercial business enterprises to enable renovation and expansion of aging facilities and assist in the building of new facilities, the primary purpose and use of which is the operation of a commercial business enterprise and shall include office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities. Commercial business enterprise also includes a business that owns or operates a transit-oriented development or a transit-oriented facility. Commercial property does not include any of the following:

(a) Land.

(b) Property of a public utility.
(c) Housing, except that portion of a building containing nonhousing commercial activity.
(d) Financial organization.

A Commercial Redevelopment District (CRD) must be created prior to initiating a project so it is essential that you consult your local assessor before commencing a project. A Commercial Facilities Exemption Certificate entitles the facility to exemption from ad valorem real property taxes for a term of 1-12 years as determined by the local governmental unit. Applications are filed, reviewed, and approved by the local governmental unit. The State Tax Commission (STC) receives a copy of the certificate after issuance by the local governmental unit.

Property taxes on new or replacement facilities are calculated by multiplying 50% of the mills levied as ad valorem taxes for that year by all taxing units other than State Education Tax and multiply 100% of the mills levied as ad valorem taxes for that year for SET by the taxable value of the real property (excluding land) for the current tax year.

6. Commercial Rehabilitation Exemption (PA 210 of 2005, as amended)

The Commercial Rehabilitation Act, PA 210 of 2005, as amended, affords a tax incentive for the rehabilitation of commercial property for the primary purpose and use of a commercial business **or multi-family residential units (5 units or more).**

- A Commercial Rehabilitation Exemption will exempt the property owner from a portion of real property taxes for an agreed upon period of time up to 10 years.
- The Exemption freezes the taxable value of the real property (not the land) at the year prior the granting of an exemption.
- All local taxes are collected on the frozen real property value. School taxes (state and local) continue to be collected on the value of the property after rehabilitation. The value of the land continues to be taxed as it had.
- The process for granting a Commercial Rehabilitation Exemption begins with the establishment of a district prior to rehabilitation, followed by the approval of an application submitted by the property owner. The application is made on a form provided by the Michigan Department of Treasury.
- Final approval of a Commercial Rehabilitation Exemption application approved by the City rests with the state tax commission.

7. Housing Property Tax Exemptions

Note that the Workforce Housing Tax Exemption is enacted by ordinance and applies to rental and ownership developments. The Attainable and Residential Housing tax exemptions are enacted in the same manner as the Commercial Redevelopment or Rehabilitation Tax Exemption listed above, by adopting a resolution establishing a district followed by approval of an exemption application. The difference is that there are steps to ensure that the income and rent qualifiers are met.

a. Workforce Housing Tax Exemption (Payment in Lieu of Tax Assessment)

An amendment of PA 363 of 1994 (being the State Housing Development Authority Act) created the Workforce Housing Tax Exemption. The amendment allows a housing project being developed or rehabilitated for workforce housing to secure an exemption from all ad valorem property taxes imposed by the state or any applicable political subdivision, public body, or taxing district if the project were subject to an ordinance approving it for tax exemption that was adopted by the governing body of the city, village, or township where the project is located. The approval or denial of the exemption would

have to be in accordance with an ordinance or resolution adopted by the governing body concerning the selection of workforce housing projects.

Housing project means any of the following:
• Residential real property developed, to be developed, or receiving benefits under the act.
• A specific work or improvement either for rental or for subsequent sale to an individual purchaser undertaken by a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association pursuant to or receiving benefits under the act to provide dwelling accommodations, including the acquisition, construction, or rehabilitation of lands, buildings, and improvements.
• Social, recreational, commercial, and communal facilities that the Michigan State Housing Development Authority (MSHDA) finds necessary to serve and improve a residential area in which housing described above is located or is planned to be located, and that thus enhances the viability of the housing.

Workforce housing would mean rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income as determined under 42 USC 1437f and published by the United States Department of Housing and Urban Development. Area median income would have to be adjusted for family size.

The owner of a housing project eligible for an exemption would have to complete and submit to MSHDA an affidavit form provided by MSHDA for certification by MSHDA that the project is eligible for the exemption. By November 1 of the year before the tax year in which the exemption begins, the owner would have to file with the local assessing officer the certified affidavit to serve as notification of the exemption. Not later than five business days after receiving the certified exemption notification, the local assessing officer would have to provide a copy of it to the treasurer of the county where the housing project is located.

Payments in lieu of taxes
The owner of a housing project exempt from taxation as described above would have to pay to the city, village, or township where it is located an annual service charge for public services in lieu of all taxes. The service charge would be equal to the greater (for new construction projects) or the lesser (for rehabilitation projects) of the following amounts:
• The tax on the property on which the project is located for the tax year before the date construction or rehabilitation of the project began.
• Ten percent of the annual shelter rents obtained from the project.

A city, village, or township could by ordinance establish or change the service charge paid by all or any class of housing projects exempt from taxation under the act, as long as it did not charge more than what the owner would have paid in taxes if the project were not tax-exempt.

The service charge for that part of a housing project that is tax-exempt and not used for workforce housing would have to be equal to the full amount of the taxes that would be paid on that portion of the project if the project were not tax-exempt. A city, village, or township receiving payments in lieu of taxes would have to distribute them to the various units levying the general property tax in the same proportion as in the previous calendar year. The distribution would have to be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for those purposes in 1993 minus the number of mills levied under the State Education Tax Act for the year for which the distribution is calculated. The amount of payments in lieu of taxes to be distributed to a local school district for operating purposes would not be distributed to the district but would instead have to be credited to the School Aid Fund.

Additional amount for the county
The service charge described above would have to be increased by the additional amount if, within 45 days after the county treasurer receives the certified notification of exemption, the county board of commissioners passes a resolution by majority vote providing that the additional amount must be paid. The approval of this resolution would have to be in accordance with an ordinance or resolution adopted by the county board of commissioners concerning the factors to be considered in requiring the additional amount to be paid.

Additional amount would mean an amount equal to the difference between the following:
• The millage rate levied for operating purposes by the county where the housing project is located, multiplied by the current taxable value of the project (as calculated under section 27a of the General Property Tax Act). House Fiscal Agency SB 432 (H-1) as reported from House committee Page 3 of 6
• The amount of the annual service charge paid by the housing project as described above that is distributed to the county.

This additional amount would have to be distributed to the county.

Other provisions concerning workforce housing
The owner would have to allocate the benefits of any tax exemption exclusively to workforce housing or to the maintenance and preservation of the housing project as safe, decent, and sanitary workforce housing. The exemption from taxation would have to remain in effect for up to 15 years if the housing project remains subject to a covenant running with the land restricting its use to workforce housing.

The ordinance passed by Traverse City is attached for reference.

b. Attainable Housing Facilities Exemption
Public Act 236 of 2022 creates the Attainable Housing Facilities Act, to allow a city, township, or village to establish one or more attainable housing districts. An owner of rental housing property rehabilitated or newly built in a district could receive a tax abatement on the property if certain requirements were met. Notably, the property could consist of no more than four units, and at least 30% of the units would have to be rented to a household with a combined annual income after specified adjustments of 120% or less of the county median income, and the rent could not exceed 30% of the household's income after specified modifications. Qualified property owners would be exempt from standard ad valorem property taxes and instead would pay a specific tax, the attainable housing facilities tax, in an amount as determined under the bill. This abatement would apply to structures and not to land. New exemptions could not be granted after December 31, 2027, but exemptions in effect on that
date could continue until they expired.

Under the new act, a city, village, or township could establish one or more attainable housing districts by resolution of its legislative body, either on that body's initiative or upon the filing of a written request with the city, village, or township clerk by the owner or owners of property making up at least 50% of the taxable value of property in the district. Before adopting the resolution, the legislative body would have to provide written notice by certified mail to the county and to all owners of real property in the district. The legislative body also would have to hold a public hearing on the proposed district, giving public notice 10 to 30 days before the hearing. A resolution establishing a district would have to include a finding that there is a need for attainable housing in the district. The legislative body would have to send a copy of the resolution by certified mail to the county.

Unless revoked, a certificate would remain in effect for a period determined by the legislative body of the city, village, or township, which could be from 1 to 12 years. A certificate with a period of less than 7 years could be subject to review by the legislative body and extended. The total amount of time determined for the certificate, including any extensions, could not exceed 15 years after completion of the qualified facility. The certificate would commence with its effective date and end on the next December 30 after the last day of the number of years determined. The date of issuance of a certificate of occupancy, if required, would be the date of completion of a qualified facility.

c. Residential Housing Facilities Exemption

Public Act 237 of 2022 creates the Residential Housing Facilities Act, to allow a city, township, or village to establish one or more residential housing districts. An owner of rental housing property rehabilitated or newly built (more than four units) in a district could receive a tax abatement on the property if certain requirements were met. Notably, the property would have to be rented to a household with a combined annual income after specified adjustments of 120% or less of the county median income, and the rent could not exceed 30% of the household's income after specified modifications. Qualified property owners would be exempt from standard ad valorem property taxes and instead would pay a specific tax, being ½ of the average rate of taxation levied on commercial, industrial and utility property on which ad valorem taxes are assessed in the prior year by the current taxable value of the qualified residential facility after deducting the value of the land. This abatement would apply to structures and not to land. New exemptions could not be granted after December 31, 2027, but exemptions then in effect could continue until they expired.

Under the new act, a city, village, or township could establish one or more residential housing districts by resolution of its legislative body, either on that body's initiative or upon the filing of a written request with the city, village, or township clerk by the owner or owners of property making up at least 50% of the taxable value of property in the district. Each district would have to be at least one acre in size. Before adopting the resolution, the legislative body would have to provide written notice by certified mail to the county and to all owners of real property in the district. The legislative body also would have to hold a public hearing on the proposed district, giving public notice 10 to 30 days before the hearing. A resolution establishing a district would have to include a finding that there is a need for residential housing in the district. The legislative body would have to send a copy of the resolution by certified mail to the county.

Unless revoked, a certificate would remain in effect for a period determined by the legislative body of the city, village, or township, which could be from 1 to 12 years. (The legislative body could delay the period of effectiveness of the certificate as described above.) A certificate with a period of less than 7 years could be subject to review by the legislative body and extended. However, the total amount of time determined for the certificate, including any extensions, could not exceed 12 years after completion of the qualified residential facility. The certificate would commence with its effective date and end on the next December 30 after the last day of the number of years determined. The date of issuance of a certificate of occupancy, if required, would be the date of completion of a qualified residential facility.

8. MSHDA MI Neighborhood Grant Program

MSHDA is pleased to announce that the Neighborhood Housing Initiatives Division (NHID) is launching the MI Neighborhood Program which will provide up to $60 million dollars in funding to be regionally distributed statewide for housing activities. This new program's application process streamlines access to three main housing activities: rehabilitation, new units, and/or community based public amenities. MI Neighborhood provides applicants the ability to bundle multiple activities and apply for multiple activities within a single application.

Prioritization of the activity types requested will be required within the application submission. MI Neighborhood is a blend of funding in response to the regional action plans strategic alignment with the Statewide Housing Plan. MI Neighborhood applications will be submitted to the NHID division via the IGX grant management system. Applicants must be able to mobilize quickly to meet the immediate action response that is desired, which is to fully expand and complete all proposed projects within twenty-four (24) months of award.

The FAQ provides a good summary of most aspects of the program and how it looks at housing projects.

Good Afternoon,

My name is John Taylor, I'm interested in filling the vacant seat on the Village of Calumet Planning Commission.

I reside in the township of Calumet at 27467 2nd. Moving here in July of 2022. Formerly residing in Charlevoix Michigan in excess of 40 years.

While in Charlevoix, I served as a member of the Downtown Development Authority, and on the Cool City Committee.

I have a Bachelor of Science Degree in Forestry from MTU. I have worked in the Real Estate Insurance industry since 1985. I'm currently employed with Transnation Title Insurance agency as a Commercial Real Estate Examiner.

I was recently elected to serve as an Officer the Copper Country Elks Lodge #404.

My interests include Alpine skiing in the Winter and Water Skiing in the summer months.

Respectively submitted,

John P. Taylor

231-675-5656

jtaylor@mytitlecompany.com

Village of Calumet Manager

From: Davis, Wyndeth <Wyndeth_Davis@nps.gov>
Sent: Wednesday, March 12, 2025 3:29 PM
To: Village of Calumet Manager
Subject: Big Annie Statue

Hi Megan,

It was good to chat again today about the Annie statue project. I am so happy for the group that they have come so far in fund raising! I have enjoyed visiting with Anita about the statue at least twice since you and I last spoke about it, and each time I have clearly outlined my concerns. My advice to them was to wait and see what size they settle on for the statue and what the design looks like. By then, they will also have a better sense of what the greenspace is going to look like as well.

I have three primary concerns about the statue being located on the property next to the Visitor Center (the historic Union Building).

1. **Safety for visitors.** The first consideration for any visitor attraction is safety. That intersection can be quite dangerous, as cars negotiate the turn into town. Any tour group or class of school children would be in an area with active traffic on two sides.
2. **Care of the statue in winter.** That corner collects large berms of snow containing road treatments all winter long. Last week the berms were over 5' tall. The park also uses this space for snow storage when clearing in front of and behind the visitor center in winter. Because the patch of land is so small, there is often nothing there but a large pile of snow. Should the statue be placed in that area, the park would not be able to protect the statue from damage from sand, salt and ice, and could not commit to removing the snow from that area. It would not be accessible to visitors in winter. The greenspace does not accumulate a huge berm of ice sand and salt during winter months.
3. **The property by the Visitor Center is not the best location for visitors on foot.** We have a constant challenge to attract visitors back down 5th Street to the entrance of the Visitor Center. Most of the action is centered north of the VC. More people will see the statue in a central location like the greenspace. A statue like this one needs to be in a place where it can be seen and appreciated by people on foot who can stop and look and learn.

In addition, we imagine the statue will be a focal point for interpretive programs and educational talks for children. By locating the statue in the heart of town, not only is the safety issue addressed, but the ambient traffic noise is considerably lessened, as traffic near the greenspace is lighter and moving more slowly.

As always, the park stands ready to assist in any way we can. I have, at Anita's request, asked for input on the base from Steve and John D'Agostino (they are not currently working for the park and are in Florida), and our new Landscape Architect, Karl Dietzler will be meeting with them soon.

Peace,

Wendy