

CIT OF HANCOCK
COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 17, 2021
CITY COUNCIL CHAMBERS, 399 QUINCY STREET

Public Hearing-6:00 p.m.

Mayor Paul LaBine opened the public hearing up at 6:00 p.m. This public hearing was for public comment regarding adoption of Ordinance 308. "Dangerous building".

No public comment

Public hearing closed at 6:02 p.m.

Regular Meeting at 6:02 p.m.

Call to order and pledge of allegiance led by Mayor Paul LaBine

Roll Call and verification of quorum

Present: Councilors Blau, Freeman, LaBine, Rickard, Warstler, Haeussler

Absent: Lytle

Also Present: John Zurcher, Shelley Lucchesi, Sadiq Edo-Abdi, Thomas Fornier, Jared Hyrkas and other members of the community

Motion by Councilor Blau and supported by Councilor Rickard to excuse Councilor Lytle from tonight's meeting.

Yes: All

No: None

Motion Carried

Motion by Councilor Rickard and supported by Councilor Warstler to approve the agenda with one addition to New Business, it will be #11, Purchase Agreement with Glenn Mantti, for the purchase of Lot 2 in Spruce Haven for \$20,000.

Yes: All

No: None

Motion Carried

Communications

Range Communication-Happy Thanksgiving

Michigan Tech Fund-Blue Key Winter Carnival

Keweenaw Chamber of Commerce-Support Blue Key-Winter Carnival

Copper Country Community Arts Center newsletter

Motion by Councilor Blau and supported by Councilor Freeman to accept and put on file the communication as presented.

Yes: All
No: None
Motion Carried

Public Comment-None

Review and acceptance of meeting minutes

HPBA	10-12-2021
PLWSA	10-12-2021
DDA	9-13-2021
DDA	10-4-2021
Planning Comm.	9-27-2021

Motion by Councilor Haeussler and supported by Councilor Warstler to receive and put on file the meeting minutes as presented.

Yes: All
No: None
Motion Carried

Review and approval of meeting minutes

Regular City Council 10-20-2021
Organization City Council 11-3-2021

Motion by Councilor Rickard and supported by Councilor Haeussler to approve and accept meeting minutes of 10-20-2021 and 11-3-2021.

Yes: All
No: None
Motion Carried

Administrative Report

Veterans Ride Share Program-Pilot program.
Coloring Contest-Whoville-Contest ends on November 25th.
Annual Christmas Walk November 26th 5:00 p.m. – 7:30 p.m.
Whoville in Hancock Schedule-Grinch and Santa in town on November 26th.
Holiday Home Decorating Contest-December 10, 2021.
Window decorating contest-14 businesses participating.
2018 Grinch movie will play at the Orpheum on December 4th at 1:00 p.m.
Planning Commission Meeting Change-November 29th at 6:00 p.m.-New Zoning.
Board of Review meeting set for 12-14-2021 at 10:00 a.m.

Winter taxes will be mailed out the end of November, payable December 1st, 2021 – February 14th, 2022.

New hires for the city: one fulltime police officer, 2 DPW heavy equipment operators.

New CAT loader will be here next week.

John Deere Grader.

New business in the Gartners building, west side, Retro Rental.

Building Authority Bonds.

HB 4722 City passed a resolution opposing it.

New Business

1. Motion by Councilor Blau and supported by Councilor Haeussler to approve the accounts payable in the amount of \$539,655.27.

Roll Call:

Yes: Haeussler, Warstler, Rickard, LaBine, Freeman, Blau

No: None

Motion Carried

2. Motion by Councilor Haeussler and supported by Councilor Warstler to reappoint Paul Nelson to the Cemetery Board of Trustees with a term ending May 2026.

Yes: All

No: None

Motion Carried

3. Motion by Councilor Rickard and supported by Councilor Warstler to reappoint Michael Lancour, Dave Dow, John Diebel, John Haeussler, Deb Mann, Craig Pellizzaro, John Erickson for a 1-year term on the Recreation Commission, ending September 2022.

Yes: All

No: None

Motion Carried

4. Motion by Councilor Haeussler and supported by Councilor Warstler to reappoint Jim Hainault to the Local Development Finance Authority with a term expiring in June 2025.

Yes: All

No: None

Motion Carried

5. Motion by Councilor Blau and supported by Councilor Warstler to reappoint Dr. Stan Vitton to the Portage Lake Water and Sewage Authority with a term ending June 2023.

Yes: All
No: None
Motion Carried

6. Motion by Councilor Haeussler and supported by Councilor Warstler to appoint Mary Babcock to the PLWSA with a term ending date of June 2022.

Yes: All
No: None
Motion Carried

7. Motion by Councilor Rickard and supported by Councilor Freeman to appoint John Erickson as the alternate to the PLWSA with at term ending June 2022.

Yes: All
No: None
Motion Carried

8. Motion by Councilor Blau and supported by Councilor Warstler to approve Resolution 21-23 in support of the installment loan in the amount of \$158,575.14 with Miners State Bank.

Roll Call:
Yes: Blau, Freeman, LaBine, Rickard, Warstler, Haeussler
No: None
Motion Carried

9. Motion by Councilor Warstler and supported by Councilor Rickard to adopt Ordinance 308 to amend section 150.10-150.12, repeal and replace sections 150.13-150.14 and to create sections 150.15-150.17 of the city code for the City of Hancock, Michigan.

Roll Call:
Yes: Haeussler, Warstler, Rickard, LaBine, Freeman, Blau
No: None
Motion Carried

This will take effect in 30 days.

10. Motion by Councilor Rickard and supported by Councilor Haeussler to cancel the January 5th, 2022 City Council meeting.

Yes: All
No: None
Motion Carried

Motion by Councilor Blau and supported by Councilor Freeman to approve the purchase of Lot #2, Spruce Haven Estates in the amount of \$20,000 to Glenn Mantti.

Roll Call:
Yes: Blau, Freeman, LaBine, Rickard, Warstler, Haeussler
No: None
Motion Carried

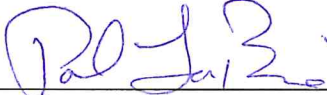
Public Comment- Shelley Lucchesi-reviewed activities for November 26th, Whoville comes to Hancock.
John Zurcher-complaints on inadequate lighting in Hancock.

Council Member Comments

Councilor Haeussler- House Bill 4722 and the State's redistricting Committee also wished everyone a Happy Thanksgiving.

Motion by Councilor Warstler and supported by Councilor Freeman to adjourn the meeting at 7:02 p.m.

Yes: All
No: None
Motion Carried



Paul LaBine, Mayor



Beth Fredianelli, Deputy Clerk

**21-23 RESOLUTION AUTHORIZING
INSTALLMENT PURCHASE AGREEMENT**

City of Hancock
County of Houghton, State of Michigan

Minutes of a regular meeting of the City Council of the City of Hancock, County of Houghton, State of Michigan, held on the 17th day of November, 2021, at 7:00 p.m., Eastern Standard Time.

PRESENT: Members Blau, Freeman, Labine, Rickard,
Warstler, Haessler

ABSENT: Members Lytle

The following preamble and resolution were offered by Member Blau
and supported by Member Warstler :

WHEREAS, the City Council of the City of Hancock, County of Houghton, State of Michigan (the "City") determines it to be necessary for the public health, safety and welfare of the City and its residents to acquire a John Deere 672G motorgrader (the "Equipment"); and

WHEREAS, under the provisions of Act 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into any contracts or agreements for the purchase of the Equipment to be paid for in installments over a period of not to exceed the useful life of the Equipment acquired as determined by resolution of the City; and

WHEREAS, the City shall purchase the Equipment for the sum of \$158,575.14 (the "Purchase Price") which shall be financed through the execution of an Installment Purchase Agreement (the "Agreement") between the City and The Miners State Bank, Iron River, Michigan (the "Bank"), with , John Deere Financial, Johnston, Iowa assigning its right to be paid to the Bank; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, the purchase of the Equipment pursuant to the Agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreement and authorize the Mayor, City Manager and City Clerk/Treasurer to execute the Agreement and authorize City officials to execute

certain other documentation relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Agreement; Agreement Terms. The Agreement is hereby approved substantially in the form on file with the City Clerk. The City shall incur the debt described in the Agreement through execution of the Agreement by the officers authorized below which debt shall consist of the Purchase Price of \$158,575.14, which shall be payable in five (5) annual installment payments of principal due on July 23 of each year commencing July 23, 2022, with interest thereon first payable on January 23, 2022 and semi-annually each July 23 and January 23 thereafter at a rate of 1.88% per annum; provided that the Mayor, City Manager and City Clerk/Treasurer are each hereby authorized to adjust the payment dates and final details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are each authorized to make determinations regarding the principal and interest payment dates.

2. Execution and Delivery of Agreement. The Mayor, City Manager and City Clerk/Treasurer are each hereby authorized and directed to execute the Agreement and deliver it to the Vendor, substantially in the form attached hereto with such additions, changes and modifications as shall be approved by the City's bond counsel.

3. Useful Life of Equipment. The useful life of the Equipment is hereby determined to be not less than ten (10) years.

4. Authorization of Officers. The Mayor, City Manager and City Clerk/Treasurer are each authorized to execute such additional documentation and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof to the Bank within the parameters set forth in this resolution.

5. Assignment of Agreement. The assignment by the Vendor to the Bank of the Agreement or of the Vendor's right to be paid for the Equipment is hereby approved.

6. Security; Limited Tax Pledge. The City hereby agrees to include in its budget for each year, commencing with the current fiscal year, a sum which will be sufficient to pay the principal of and the interest on the Agreement coming due before the next fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

7. Tax Covenant. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the Agreement from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.


8. Qualified Tax-Exempt Obligation. The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded to the extent of such conflict.

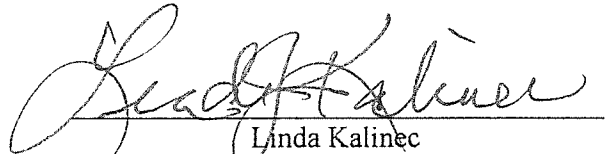
AYES: Members Blau, Freeman, LaBine, Rickard, Warstler,
Haessler

NAYS: Members None

RESOLUTION DECLARED ADOPTED.


Linda Kalinec
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Hancock, County of Houghton, State of Michigan, at a regular meeting held on November 17, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Linda Kalinec
City Clerk

\$158,575.14
City of Hancock
County of Houghton, State of Michigan
Installment Purchase Agreement

TAX COMPLIANCE CERTIFICATE

WHEREAS, the City of Hancock, County of Houghton, State of Michigan (the "City"), pursuant to a resolution adopted by the City, has entered into an Installment Purchase Agreement (the "Agreement"), dated as of the date hereof, among the City, John Deere Financial, Johnston, Iowa (the "Vendor") and The Miners State Bank, Iron River, Michigan, as assignee of the Vendor (the "Bank") for the purpose of financing the cost of the Equipment described in the Agreement (the "Equipment").

NOW, THEREFORE, I, the undersigned, being the City Manager of the City, do hereby certify that I have made due inquiry with respect to and am fully informed as to the matters set out in this Certificate, and that the following are the reasonable expectations and covenants of the City made in good faith pursuant to Treas. Reg. §1.148-2 (b)(2) with respect to the Agreement as of the date hereof:

A. The Bank shall issue a check to the Vendor in the amount of \$158,575.14 as payment of the purchase price of the Equipment pursuant to the Agreement. The total cost of the Equipment is \$158,575.14.

B. The Agreement is being entered into for the purpose of financing the cost of the purchase and delivery of the Equipment. The funds disbursed pursuant to the Agreement will be used solely to finance the costs of acquisition of the Equipment, and will not be used to acquire any other equipment or services.

C. The undersigned, on behalf of the City, does hereby certify as of the date hereof that:

(1) All the proceeds of the Agreement will be expended on the Equipment.

(2) Internal Revenue Service Form 8038-G delivered in connection with the Agreement is true, accurate, and complete.

(3) With respect to the Agreement, the City reasonably expects that:

(a) 85% of the spendable proceeds of the issue will to be used to carry out the governmental purposes of the issue within the 3-year period beginning on the date the Agreement is issued; and

(b) Not more than 50% of the proceeds of the Agreement will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more.

(4) There were and are no other obligations sold or to be sold within 15 days of the date of sale of the Agreement which (a) were or are to be sold pursuant to a common plan of financing and (b) are reasonably expected to be paid from substantially the same source of funds.

(5) Except as is permitted by Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the Agreement is not federally guaranteed within these provisions; specifically the payment of principal or interest with respect to the Agreement is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof; the Agreement is not issued as part of an issue five percent (5%) or more of the proceeds of which is to be used in making loans, the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof, or invested directly or indirectly in federally insured deposits or accounts; and the payment of principal or interest on the Agreement is not otherwise indirectly guaranteed in whole or in part by the United States or an agency or instrumentality thereof.

(6) The Equipment financed with the proceeds of the Agreement consists solely of property that, under general federal income tax principles, is properly chargeable to capital account.

D. The undersigned, on behalf of the City, does hereby covenant that unless notified otherwise by Bond Counsel, the City will do the following, or refrain from doing the following:

(1) None of the proceeds of the Agreement will be used to acquire, construct or renovate facilities or equipment or refinance the acquisition, construction or renovation of facilities or equipment used or owned during the period the Agreement is outstanding by non-exempt persons (i.e., entities that are not state or local governments or subdivisions thereof), or pursuant to arrangements described in paragraph D(2) hereof (use for this purpose is any lease or arrangement that either results in control over some portion of the facilities or earns the user a portion of the revenues produced by such portion of the facilities), and none of the proceeds of the Agreement will be loaned to any non-exempt person. The foregoing describe the provisions of the private business use tests and the private loan financing tests of Code §141 for purposes of paragraph (3) and (4) below.

(2) Arrangements are described in this paragraph D(2) if they are contracts or other agreements between non-exempt persons and the City which provides for the rendering of management services, research services, or any other types of services, unless such contract or arrangement meets the terms of Rev. Proc. 2017-13 or Treas. Reg. § 1.141-3(b)(4) (as such Revenue Procedure or Treasury Regulation may be clarified, modified or superseded by Revenue Procedure, Revenue Ruling, Treasury Regulation, or statute), shall be treated as meeting the above conditions.¹

¹ The City may apply the safe harbors in Rev. Proc. 97-13, as modified by Rev. Proc. 2001-39 and amplified by Notice 2014-67, to a management contract that is entered into before August 18, 2017 and that has not been materially modified or extended on or after August 18, 2017 (other than pursuant to a renewal option as defined in Treas. Reg. §1.141-1(b)).

(3) The City agrees that it will not sell, lease, dispose of, change in use or otherwise take any action (any of the foregoing referred to as a “deliberate action”) resulting in the private business use tests or the private loan financing test (as described in paragraph D(1) above) to be met for the entire term of the Agreement except if:

(i) the rules of Treas. Reg. § 1.141-12 (as such may be clarified, modified or superseded by Revenue Procedure, Revenue Ruling, Treasury Regulation or statute) are met as follows: (a) the City meets the following conditions to taking remedial action described in Treas. Reg. § 1.141-12(a)(1)-(5): (1) the City reasonably expects that the Agreement will not meet the private business tests or the private loan financing test (as those terms are used in Code § 141) for the entire term of the Agreement, (2) the weighted average maturity of the Agreement is not greater than 120 percent of the average reasonably expected economic life of the Equipment financed with the proceeds of the Agreement as of the date hereof, (3) the terms of any arrangement that results in satisfaction of either the private business tests or the private loan financing test are bona fide and arm’s-length, and the new user pays fair market value for the use of the financed Equipment, (4) the City must treat any disposition proceeds as gross proceeds for purposes of Code § 148, and (5) all the sale or investment proceeds of the Agreement must have been expended on a governmental purpose before the date of the deliberate action (except with respect to such deliberate actions meeting the remedial action of redemption as described in (b)(1) hereof), and (b) the City takes a remedial action described in (1) Treas. Reg. § 1.141-12(d) (redemption or defeasance of nonqualified bonds), (2) Treas. Reg. § 1.141-12(e) (alternative use of disposition proceeds), or (3) Treas. Reg. § 1.141-12(f) (alternative use of facility), or

(ii) the rules of Treas. Reg. § 1.141-12(d)(3) (as such may be clarified, modified or superseded by Revenue Procedure, Revenue Ruling, Treasury Regulation or statute) relating to anticipatory remediation are met as follows: (1) the City declares its official intent to redeem or defease all installment payments under the Agreement that would become nonqualified bonds in the event of a subsequent deliberate action on or before the date it redeems or defeases such installment payments, (2) such declaration of intent identifies the financed property or loan with respect to which the anticipatory remedial action is being taken and describes the deliberate action that may potentially result in the private business tests being met and (3) the City redeems or defeases nonqualified bonds prior to that deliberate action, or

(iii) the rules of Notice 2008-31 (as such may be clarified, modified or superseded by Revenue Procedure, Revenue Ruling, Treasury Regulation or statute) are met, which require that the City make a payment to the Internal Revenue Service of an amount in lieu of taxability of the Agreement pursuant to the terms of a closing agreement, or

(iv) the City obtains a written opinion of nationally recognized bond counsel, to the effect that any such deliberate action will not adversely affect the validity of the Agreement or any exemption from federal income taxation to which the interest on the Agreement would otherwise be entitled.

For purposes of (i) above, any prepayment of the Agreement within Treas. Reg. § 1.141-12(d) must occur within 90 days of the deliberate action, or a defeasance escrow must be established for the Agreement within 90 days of the deliberate action. In such cases, the

City must provide written notice to the Internal Revenue Service as to the establishment of such escrow within 90 days of the date the defeasance escrow is established. For purposes of (i) and (ii) above, a defeasance escrow is an irrevocable escrow established to prepay the Agreement on its earliest prepayment date in an amount that, together with investment earnings, is sufficient to pay all the principal of, and interest and call premium on, the Agreement from the date the escrow is established to the earliest call date, and may not be invested in higher yielding investments or in any investment under which the obligor is a user of the proceeds of the Agreement. In addition, dispositions of personal property in the ordinary course of an established governmental program are not treated as deliberate actions for purposes of this paragraph B(3) if the weighted average maturity of the Agreement is not greater than 120 percent of the reasonably expected actual use of the Equipment for governmental purposes, the City reasonably expects on the date hereof that the fair market value of the Equipment on the date of disposition will be not greater than 25 percent of its cost, and the Equipment is no longer suitable for its governmental purposes on the date of disposition.

(4) The City reasonably expects that the Agreement will not meet the private business tests or the private loan financing test (as those terms are used in Code § 141) for the entire term of the Agreement, and the weighted average maturity of the Agreement is not greater than 120 percent of the average reasonably expected economic life of the Equipment financed with the proceeds of the Agreement as of the date hereof. The Agreement matures or is subject to redemption prior to maturity within 10½ years from the date hereof.

E. It is not expected that the City and all entities which issue obligations on behalf of the City (including all subordinate governmental units thereto) will issue more than \$5,000,000 of obligations, the interest on which is exempt from Federal income taxation under Section 103 of the Code and which are not “private activity bonds” as defined in Code § 141 during calendar year 2021. For this purpose, tax-exempt obligations issued for the benefit of the City by another entity are also taken into account in determining whether the \$5,000,000 limitation will be exceeded. The City is a governmental unit with general taxing powers. The Agreement is not part of any “private activity bonds” as that term is used in Code § 141. All the proceeds of the Agreement are to be used for local governmental activities of the City.

F. The City has designated its obligations under the Agreement as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for the purpose of deduction of interest expense by financial institutions. It is not expected that the City, all entities which issue bonds on behalf of the City, and all subordinate governmental units thereto will issue more than \$10,000,000 of obligations, the interest on which is excluded from gross income for Federal income tax purposes under Code § 103 and which are not “private activity bonds”, as defined in Code § 141, during calendar year 2021. For this purpose, tax-exempt obligations issued for the benefit of the City by another entity are also taken into account in determining whether or not the \$10,000,000 limitation will be exceeded.

To the best of my knowledge and belief, there are no other facts, estimates or circumstances that would change the foregoing, and we hereby certify that the City's expectations as set forth herein are reasonable. It is intended that this Tax Compliance Certificate and the representations and covenants herein meet the requirements of Section 148 of the Code and the Regulations propounded thereunder, and the terms used herein should be construed consistently therewith.

CITY OF HANCOCK

By: Mary Babcock
Mary Babcock
Its: City Manager

Dated: November 23, 2021

38352108.2/038041.00021

NON-LITIGATION AND SIGNATURE IDENTIFICATION CERTIFICATE

STATE OF MICHIGAN
COUNTY OF HOUGHTON

We hereby certify that we are the duly elected, qualified and acting officers of the City of Hancock in the County and State aforesaid (the "City"), as herein indicated; that we did officially sign the \$158,575.14 Installment Purchase Agreement, dated as of the date hereof, delivered herewith (the "Agreement"); that we are on the date hereof the officers having authority to execute and deliver the Agreement; that there is no litigation of any nature pending for the purpose of restraining or enjoining the execution of the Agreement or the collection of Agreement payments sufficient to pay the interest and principal obligations thereof, nor directly affecting the proceedings or authority by which the Agreement is entered into, the legality of the purpose for which the Agreement is entered into, or the validity of the Agreement, and that neither the corporate existence nor the boundaries of the City nor the title of its present officers to their respective offices is being contested; that to the best of our knowledge there is no litigation pending indirectly or collaterally affecting any of the foregoing, and that none of the proceedings heretofore taken to authorize the execution of the Agreement and to provide security therefor has been repealed, revoked or rescinded.

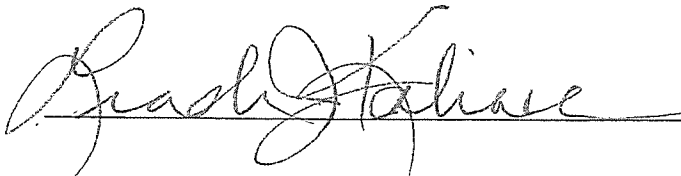
Dated: November 23, 2021

SIGNATURE

TITLE



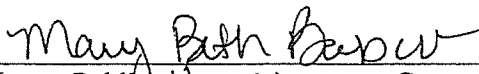
Mayor



City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF HOUGHTON)

On this 23rd day of November, 2021, before me appeared the Mayor and the City Clerk of the City of Hancock, County of Houghton, State of Michigan, to me personally known, who, by me duly sworn, say they have executed the Certificate, and I acknowledge their signatures as true and genuine.



Notary Public, Houghton County, Michigan
My Commission Expires: 10/5/2029

ACT 99 CERTIFICATE

The undersigned, the duly authorized and qualified City Manager of the City of Hancock, County of Houghton, State of Michigan (the "City"), in connection with the execution by the City of that certain Installment Purchase Agreement (the "Agreement"), dated as of November 23, 2021, by and among the City, John Deere Financial, Johnston, Iowa, and The Miners State Bank, Iron River, Michigan, hereby certifies as follows:

1. The outstanding balance of all purchases of lands, property or equipment for public purposes, to be paid for in installments, including purchases made pursuant to the Agreement, exclusive of interest, is \$646,226.

2. The taxable value of the real and personal property of the City as of the date of the Agreement is \$119,914,895.

3. The amount set forth in paragraph 1 hereof does not exceed one and one-quarter percent (1 1/4%) of the amount set forth in paragraph 2 hereof.

CITY OF HANCOCK

By: 

Linda Kalínec

Its:

Clerk/Treasurer

Dated: November 23, 2021

38349030.2/038041.00021

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name City of Hancock		2 Issuer's employer identification number (EIN) 38-6004557		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a		
4 Number and street (or P.O. box if mail is not delivered to street address) 399 Quincy Street		Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Hancock, Michigan 49930		7 Date of issue 11/23/2021		
8 Name of issue Installment Purchase Agreement		9 CUSIP number None		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mary Babcock, City Manager		10b Telephone number of officer or other employee shown on 10a 906-482-2720		

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ equipment	18	158,575	14
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
19b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/23/2026	\$ 158,575.14	\$ n/a	5 years	1.88 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

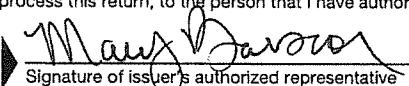
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

Part VI Miscellaneous

- | | | |
|--|------------|--|
| <p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> | 35 | |
| <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions</p> <p>b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____</p> <p>c Enter the name of the GIC provider ▶ _____</p> | 36a | |
| <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> | 37 | |
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a** If the issuer has identified a hedge, check here and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>				
	 Signature of issuer's authorized representative	11/23/2021 Date	Mary Babcock, City Manager Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Steven D. Mann		11/23/2021		P01266750
	Firm's name ▶ Miller, Canfield, Paddock and Stone, P.L.C.	Firm's EIN ▶ 38-0836500		Firm's address ▶ 150 West Jefferson, Suite 2500, Detroit, Michigan 48226	
				Phone no.	313-496-7509

CITY OF HANCOCK
COUNTY OF HOUGHTON, STATE OF MICHIGAN

ORDINANCE 2021-308

AN ORDINANCE TO AMEND SECTION 150.10 - 150.12, REPEAL AND REPLACE SECTIONS 150.13 - 150.14, AND TO CREATE SECTIONS 150.15 - 150.17 OF THE CITY CODE FOR THE CITY OF HANCOCK, MICHIGAN

THE CITY OF HANCOCK HEREBY ORDAINS:

SECTION 1: Section 150.10 of the City Code is hereby amended as follows:

§150.10 DEFINITION.

~~—For the purpose of this chapter the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—UNSAFE or DANGEROUS BUILDING, STRUCTURE or LOT.— Any building, structure or lot which has any of the defects or is in any of the following conditions:~~

~~—(A) Whenever any door, aisle, passageway, stairway or other means of exit does not conform to the Fire Prevention Code and the BOCA Building Code.~~

~~—(B) Whenever any portion has been damaged by fire, wind, flood or any other cause in such a manner that the structural strength or stability is appreciably less than it was before such catastrophe and is reasonably expected to collapse or detach and thereby injure persons or property.~~

~~—(C) Whenever any portion, member or appurtenance is reasonably expected to fall or become detached or dislodged, or to collapse and thereby injure persons or damage property.~~

~~—(D) Whenever any portion has settled to such an extent that walls or other structural portions have materially less resistance to wind than is required in the case of new construction.~~

~~—(E) Whenever the building or structure, or any part thereof, because of dilapidation, deterioration, decay, faulty construction, removal or movement of some portion of the ground necessary for the purpose of supporting such building or portion thereof, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning is reasonably expected to fall or give way.~~

~~—(F) Whenever, for any reason whatsoever, the building or structure or any portion thereof is manifestly unsafe for the purpose for which it is used.~~

~~—(G) Whenever the building or structure has been so damaged by fire, wind or flood, or has become so dilapidated or deteriorated, as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for vagrants or other persons, or as to enable persons to resort thereto for the purpose of committing a nuisance.~~

~~—(H) Whenever any lot, building, or structure within the city, because of accumulation of refuse or debris, the uncontrolled growing of noxious weeds, or age, or dilapidation, or because of any other condition or happening, becomes a public hazard or nuisance which~~

~~is dangerous to the health, safety or welfare of the inhabitants of the city or of those residing or habitually going near such lot, building, or structure.~~

As used in sections 150.11 to 150.17, "dangerous building" means a building or structure that has 1 or more of the following defects or is in 1 or more of the following conditions:

(1) A door, aisle, passageway, stairway, or other means of exit does not conform to the approved fire code of the City or Houghton County.

(2) A portion of the building or structure is damaged by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the damage and does not meet the minimum requirements of the Housing Law of Michigan Act 167 of 1917 or a building code of the City or Houghton County 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 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 Michigan Act 167 of 1917 or a building code of the City or Houghton County.

(5) The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, 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, 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, is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.

(8) A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or for other reason, is unsanitary or unfit for human habitation, is in a condition that the health officer determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people 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, 1980 PA 299, MCL 339.2401 to 339.2518. For purposes of this subdivision, "building or structure" includes, but is not limited to, a commercial building or structure. This subdivision does not apply to either of the following:

(i) A building or structure if the owner or agent does both of the following:

(A) Notifies a local law enforcement agency in whose jurisdiction the building or structure is located that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given to the local law enforcement agency by the owner or agent not more than 30 days after the building or structure becomes unoccupied.

(B) Maintains the exterior of the building or structure and adjoining grounds in accordance with the Housing Law of Michigan Act 167 of 1917 or a building code of the City or County.

(ii) A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies a local law enforcement agency in whose jurisdiction the dwelling is located that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this subparagraph shall notify the law enforcement agency not more than 30 days after the dwelling no longer qualifies for this exception. As used in this subparagraph, "secondary dwelling" means a dwelling, including, but not limited to, 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 a year.

SECTION 2. Section 150.11 of the City Code is hereby amended as follows:

§ 150.11 KEEPING AND MAINTAINING DANGEROUS BUILDINGS.

~~No owner or agent thereof shall keep or maintain any unsafe or dangerous building, structure or lot.~~

It is unlawful for any owner or agent thereof to keep or maintain any dwelling or part thereof which is a dangerous building as defined in section 150.10.

SECTION 3. Section 150.12 of the City Code is hereby amended as follows:

§ 150.12 INVESTIGATION, ~~AND~~ NOTICE, *AND INITIAL HEARING*

~~—(A) When the whole or any part of a lot, building or structure is claimed to be unsafe or dangerous, the Building Official shall make an investigation and if necessary issue a notice of the unsafe or dangerous condition, specifying its nature and the requirements for correcting the condition.~~

~~—(B) The notice shall be directed to each owner or owners of record by certified mail, return receipt, to the last known address of the owner or owners of the land upon which the unsafe or dangerous condition or nuisance exists, or by publication if no address of the owner or owners is known. A copy of the notice shall be sent to the City Council.~~

~~—(C) The notice shall specify the time and place of a Council meeting to consider whether a show cause hearing should be set for an Order of Abatement of the unsafe or dangerous condition.~~

(1) Notwithstanding any other provision of this ordinance, if a building or structure is found to be a dangerous building, the City Manager, Building Inspector, or other City employee authorized by the City Manager, shall issue a notice that the building or structure is a dangerous building.

- (2) *The 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.*
- (3) *The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building. The person to whom the notice is directed shall have the opportunity to show cause at the hearing why the hearing officer should not order the building or structure to be demolished, otherwise made safe, or properly maintained.*
- (4) *The hearing officer shall be appointed by the mayor or City Manager to serve at his or her pleasure. 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 City shall not be appointed as hearing officer. The City Manager or Building Inspector, or other City employee authorized by the City Manager, shall file a copy of the notice that the building or structure is a dangerous building with the hearing officer.*
- (5) *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 on a person by certified mail, a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least 10 days before the date of the hearing included in the notice.*

SECTION 4. Section 150.13 of the City Code is hereby repealed in full and replaced as follows:

~~§ 150.13 ORDER FOR ABATEMENT; SHOW CAUSE HEARING; COST.~~

- ~~—(A) If in the opinion of the City Council a show cause hearing should be held on why an Order of Abatement should not be issued, the City Council shall fix a date for a hearing and give notice by certified mail, return receipt, to the last known address of the owner or owners of the land upon which such unsafe condition or nuisance exists, or by publication if no address of the owner or owners is known.~~
- ~~—(B) The Notice of Hearing shall further specify the nature of the unsafe condition or nuisance and what is required to alter, repair, tear down, abate or remove the unsafe condition or nuisance.~~
- ~~—(C) At the hearing, each owner shall be given an opportunity to show cause why the building, structure or lot should not be demolished or otherwise made safe, and the public shall be permitted to comment. The Council shall either approve, disapprove or modify the notice of hazard, or making safe of the building, structure or lot. If Council makes the determination that the building shall be demolished or made safe, an order shall be made, and the owner shall have 21 days within which to commence repairs or demolition. If, after 21 days, Councils order has not been substantially complied with, Council may request the Director of Building Safety to proceed with the work specified in such order.~~
- ~~—(D) All costs incurred by the city in the demolition or making safe of the building shall be a lien against the real property and shall be reported to the City Assessor who shall assess the cost against the property on which the building is located.~~
- ~~—(E) The owner of record in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such costs by first class mail at the address shown on the records. If the owner of record fails to pay the same or make acceptable payment arrangements within 30 days after mailing by the City Assessor of the~~

~~notice of the amount thereof, the City Assessor shall add the same to the next tax roll of the city and the same shall be collected in the same manner in all respects as provided by law for the collection of real property taxes by the city.~~

§150.13 HEARING; TESTIMONY; DETERMINATION TO CLOSE PROCEEDINGS OR ORDER BUILDING OR STRUCTURE DEMOLISHED, MADE SAFE, OR PROPERLY MAINTAINED; FAILURE TO APPEAR OR NONCOMPLIANCE WITH ORDER; HEARING; ENFORCEMENT; REIMBURSEMENT AND NOTICE OF COST; LIEN; REMEDIES.

(1) At a hearing prescribed by section 150.12, the hearing officer shall take testimony of the City Manager, Building Inspector, or other City employee authorized by the City Manager, the owner of the property, and any interested party. Not more than 5 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.

(2) If the hearing officer determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the hearing officer shall enter an order that specifies what action the owner, agent, or lessee shall take and sets a date by which the owner, agent, or lessee shall comply with the order. If the building is a dangerous building under section 150.10(j), 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.

(3) If the owner, agent, or lessee fails to appear, or neglects or refuses to comply with the order issued under subsection (2), the hearing officer shall file a report of the findings and a copy of the order with the City Council not more than 5 days after the date for compliance set in the order and request that necessary action be taken to enforce the order. If the City Council has established a board of appeals under section 150.16, 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 150.12.

(4) The City Council or the board of appeals of the City shall set a date not less than 30 days after the hearing prescribed in section 150.12 for a hearing on the findings and order of the hearing officer. The City Council or the board of appeals shall give notice to the owner, agent, or lessee in the manner prescribed in section 150.12 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 City Council or the board of appeals of the City shall either approve, disapprove, or modify the order. If the City Council or board of appeals approves or modifies the order, the City 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 subsection. For an order of demolition, if the City Council or the board of appeals of the City determines that the building or structure has been substantially destroyed by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause, 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 subsection. If the estimated cost of repair exceeds the state equalized value of the building or structure to be repaired, a rebuttable presumption that the building or structure requires immediate demolition exists.

(5) 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 city to bring the property into conformance with this act shall be reimbursed to the City by the owner or party in interest in whose name the property appears.

(6) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of 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 by first class mail at the address shown on the records. If the owner or party in interest fails to pay the cost within 30 days after mailing by the assessor of the notice of the amount of the cost, the city shall have a lien for the cost incurred by the city 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. A lien provided for in this subsection does not have priority over previously filed or recorded liens and encumbrances. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157.

(7) In addition to other remedies under this Ordinance, the city 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. The City shall have a lien on the property for the amount of a judgment obtained under this subsection. The lien provided for in this subsection shall not take effect until notice of the lien is filed or recorded as provided by law. The lien does not have priority over prior filed or recorded liens and encumbrances.

SECTION 5. Section 150.14 of the City Code is hereby repealed in full and replaced as follows:

~~§ 150.14 APPEALS TO CIRCUIT COURT.~~

~~—An owner aggrieved by any final decision or order of Council under § 150.13 hereof may appeal the decision or order to the Circuit Court by filing an appeal complaint within 21 days from the date of the decision.~~

§150.14 ENFORCEMENT OF JUDGMENT AGAINST OTHER ASSETS; LIEN; EFFECTIVENESS; PRIORITY.

(1) A judgment in an action brought pursuant to section 150.13(7) may be enforced against assets of the owner other than the building or structure.

(2) The city shall have a lien for the amount of a judgment obtained pursuant to section 150.13(7) 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 whom the judgment is obtained. A lien provided for in this section does not take effect until notice of the lien is filed or recorded as provided by law, and the lien does not have priority over prior filed or recorded liens and encumbrances.

SECTION 6. Section 150.15 of the City Code is hereby created as follows:

§150.15 NONCOMPLIANCE WITH ORDER AS CIVIL INFRACTION; PENALTIES.

A person who (a) keeps or maintains dangerous building in violation of Section 150.11, or (b) who fails or refuses to comply with an order approved or modified by the City Council or board of appeals under Section 150.13 within the time prescribed by that section, is guilty of a civil infraction, and shall be subject to the provisions provided for in Chapter 131 of the City Code. Nothing in this section shall be construed to limit the remedies available to the City. In addition to any other remedy available at law, the City may bring an action for an injunction or other process against a person to restrain, prevent, or abate any violation of this chapter. The City shall be entitled to receive the costs of prosecution against a person who fails or refuses to comply with Sections 150.10 to 150.17.

SECTION 7. Section 150.16 of the City Code is hereby created as follows:

§150.16 BOARD OF APPEALS; ESTABLISHMENT; APPOINTMENT AND TERMS OF MEMBERS; VACANCY; ELECTION OF OFFICERS; QUORUM; COMPENSATION; EXPENSES; MEETINGS; WRITINGS.

(1) By resolution, the City Council may establish a board of appeals to hear all of the cases and carry out all of the duties of the City Council described in sections 150.13(3) and (4).

(2) A board of appeals shall consist of the following members, appointed by the City Council:

(a) A building contractor;

(b) An architect or professional engineer who is licensed under article 20 of the occupational code, 1980 PA 299, MCL 339.2001 to 339.2014;

(c) Two members of the general public; and

(d) An individual registered as a building official, plan reviewer, or inspector under article 10 of the skilled trades regulation act, MCL 339.6001 to 339.6023. The individual may be an employee of the City.

(3) Board of appeals members shall be appointed for 3 years, except that of the members first appointed, 2 members shall serve for 1 year, 2 members shall serve for 2 years, and 1 member shall serve for 3 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.

(4) A board of appeals shall annually elect a chairperson, vice-chairperson, and other officers that the board considers necessary.

(5) A majority of the members of the board of appeals who are appointed and serving constitute a quorum. Final action of a board of appeals shall be only by affirmative vote of a majority of the board members who are appointed and serving.

(6) By resolution, the City Council shall establish the amount of any per diem compensation provided to the members of its board of appeals. The expenses of a member of the board of appeals incurred in the performance of his or her official duties may be reimbursed as provided by law for employees of the City Council.

(7) A meeting of a board of appeals shall comply with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of a meeting of a board of appeals shall be given in the manner required under that act.

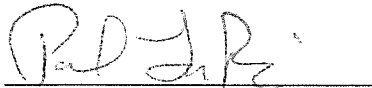
(8) A writing prepared, owned, used, in the possession of, or retained by a board of appeals in the performance of an official function is subject to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

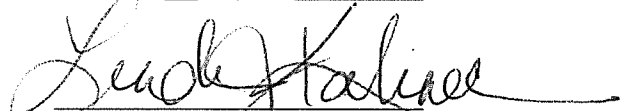
SECTION 8. Section 150.17 of the City Code is hereby created as follows:

§150.17 APPEAL TO CIRCUIT COURT.

An owner aggrieved by a final decision or order of the legislative body or the board of appeals under section 150.13 may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days from the date of the decision.

This ordinance was enacted by the City Council of the City of Hancock, Houghton County, Michigan on the 17th day of November, 2021. Effective the 1st day of December, 2021.


Paul LaBine, Mayor


Linda Kalinee, City Clerk