

CITY OF HANCOCK COUNCIL  
REGULAR MEETING MINUTES  
WEDESDAY, AUGUST 21, 2024  
HANCOCK CITY HALL, 399 QUINCY STREET

**Regular Meeting - 6:00 P.M.**

Call to order and pledge of allegiance

Roll Call and verification of quorum

Present: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler

Absent: None

**Also Present:** Mary Babcock, Linda Kalinec, John Zurcher, Thomas Fournier, Mike Lahti, John Erickson, Tami Sleeman, Ben Galetto, Garrett Neese, Michael Markham, Bill Lepisto, Jim Quinlin, Alan Brokaw and other members of the public.

**Review and Approval of Agenda**

Motion by Councilor Blau and supported by Councilor McKenzie to approve the agenda with the addition of New Business item #15 to Consider approval of Resolution #24-22 to approve the contract authorization for the MDOT State Trunkline Maintenance Contract #2024-0325.

Yes: All

No: None

Motion Carried

**Public Comment**

- Bill Lepisto, Fire Chief, gave an update on the fire truck, repairs have been completed, and will pick up this weekend. Three firemen retiring, Bob Brunet, Joe Pizzi, Jr., Michael Galetto with a combined 57 years of service. They are in the process of applying for 2 grants, one through State Farm and one through FEMA.
- John Zurcher, thank you to Todd Gast for his work on Canal Rock, thank you to the public for coming to the meeting.
- Mike Lahti, commented on the Daily Mining Gazette article about the Parade of Nations and the quote from Todd Gast about Hancock not being a part of the parade this year.

**Communication**

MDOT – State Trunkline FY 2022 Audit Report 2024-106

Copper Country Community Arts Newsletter

MMTA letter opposing House Bill No. 5797 accepting tax payments from post mark dates

SEMCO Notice of Public Hearing (2)

Motion by Councilor McKenzie and supported by Councilor Warstler to place on file the communication as presented.

Yes: All

No: None

Motion Carried

**Review and acceptance of meeting minutes**

Portage Lake Water and Sewer Authority

July 09, 2024

Motion by Councilor McKenzie and supported by Councilor Warstler to accept and place on file the meeting minutes as presented.

Yes: All  
No: None  
Motion Carried

**Review and approval of City Council meeting minutes**

Special Meeting        July 11, 2024

Regular Meeting        July 17, 2024

Motion by Councilor McKenzie and supported by Councilor Lounibos to approve the City Council Special Meeting Minutes of July 11, 2024 City Council Regular Meeting Minutes of July 17, 2024 as presented.

Yes: All  
No: None  
Motion Carried

**Administrative Reports**

City Manager, Babcock, gave updates on the following:

- Garbage Service – 2 current DPW workers will be taking the positions, Aaron Witting will be joining the DPW team.
- Open positions – one DPW worker and one Police Officer.
- Movies on the Green, the Methodist church next to the Green has been providing the popcorn.
- End of Summer Celebration – September 7<sup>th</sup>, lots of activities planned to include a street dance & laser light show.
- Recycling Mural done by Rebecca Paavo at the beach has been completed. It was funded by Copper Country Recycling Initiative grant through EGLE.
- Music on Green every Wednesday around noon.
- The new garbage truck is here and the branding has been completed.
- DWAM grant – there’s about 30 households left to do.
- Retiring firemen will be honored at the next council meeting.

Police Chief, Sleeman, gave updates on the following:

- Introduced the new officer, Ben Galetto.
- Scott Wuebben is leaving the department; he has accepted a position with the Sherrif’s Department. We are looking for a full-time officer to fill his position
- Hired Becky Ylitalo as part-time administrative help.
- Will have Med Tech training tomorrow at the fire hall.
- New patrol car is here.

DPW Director, Erickson, gave updates on the following:

- DWAM grant.
- DPW crew has been prepping for the fair.
- They have been working on some paving with a Blacktop Reclaimer they are using as a demo. The cost to purchase it is \$72,000, new it would be \$96,000.

Clerk/Treasurer, Kalinec, gave updates on the following:

- August 6<sup>th</sup> Election - Voter turnout in person Precinct 1- 70 voters; Precinct 2- 90 voters; Precinct 3- 98 voters; Absentee Voters – 374; Early Vote Center – 15 voters and 1 Military ballot that came in after election day and was added to the count. Total of 648 voters.
- Nov. Ballot: Ward 1 – Ron Blau; Ward 2 – No one; Ward 3 - Ryan Tanner & Laura Givens; At Large - Mandy Lounibos & Kurk Rickard. Write-in Paperwork was sent to one person for Ward 2.
- Cemetery now has a phone number with a phone & computer on the grounds.

**New Business**

1. Motion by Councilor Blau and supported by Councilor Tanner to approve the current accounts payable in the amount of \$1,464,033.09.

Roll Call

Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau

No: None

Motion Carried

2. Motion by Councilor McKenzie and supported by Councilor Blau to adopt Resolution 24-19 Installment Purchase Agreement to acquire a 2024 Freightliner M2, with Heil PT1100 rear loader in the amount of \$248,000.

Roll Call

Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler

No: None

Motion Carried

3. Motion by Councilor Warstler and supported by Councilor Lounibos to appoint applicant, Jonathon Nagel as recommended by Mayor Rickard to the Downtown Development Authority with a term ending 01/31/2027.

Yes: All

No: None

Motion Carried

4. Motion by Councilor McKenzie and supported by Councilor Warstler to appoint Council Member Freeman to the Zoning Board of Appeals with a term ending 1/31/2027.

Yes: All

No: None

Motion Carried

5. Motion by Councilor McKenzie and supported by Councilor Tanner to approve the EGLE TMF LSLR Grant, Project TMF-122 in the amount of \$584,885.

Roll Call

Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau

No: None

Motion Carried

6. Motion by Councilor McKenzie and supported by Councilor Warstler to approve the OHM Proposal for Professional Services for TMF LSLR Grant in the amount of \$70,540.  
  
Roll Call  
Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler  
No: None  
Motion Carried
  
7. Motion by Councilor Tanner and supported by Councilor McKenzie to approve B Contracting Payment Application #1 for Category B Minnesota Street in the amount of \$408,580.27.  
  
Roll Call  
Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau  
No: None  
Motion Carried
  
8. Motion by Councilor McKenzie and supported by Councilor Tanner to approve FA Industrial Services, Inc. Payment Application #1 for Category B North & Prospect Streets in the amount of \$429,442.04.  
  
Roll Call  
Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler  
No: None  
Motion Carried
  
9. Motion by Councilor Blau and supported by Councilor McKenzie to approve MJO Contracting 2022 Sewer Repair Change Order #1 in the amount of a \$42.54 deduction for Repair Quantity Adjustments.  
  
Roll Call  
Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau  
No: None  
Motion Carried
  
10. Motion by Councilor McKenzie and supported by Councilor Tanner to approve MJO Contracting Payment Application #5 for 2022 Sewer Improvements in the amount of \$253,351.18.  
  
Roll Call  
Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler  
No: None  
Motion Carried
  
11. Motion by Councilor Tanner and supported by Councilor Warstler to approve Payne & Dolan, Inc. Final Payment Application #11 for Business & Tech Park in the amount of \$35,582.71.  
  
Roll Call  
Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau  
No: None  
Motion Carried

12. Motion by Councilor Blau and supported by Councilor Warstler to adopt Resolution #24-20 to update the ACH agreement with Superior National Bank to increase the daily ACH limit to \$75,000.

Roll Call

Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler

No: None

Motion Carried

13. Motion by Councilor McKenzie and supported by Councilor Tanner to adopt Resolution #24-21 to increase the monthly Ready-To-Serve fee to \$15.00 per month.

Roll Call

Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau

No: None

Motion Carried

14. Motion by Councilor Warstler and supported by Councilor Lounibos to approve the Rukkila, Negro & Associates letter of engagement for the FYE June 30, 2024 audit.

Roll Call

Yes: Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler

No: None

Motion Carried

15. Motion by Councilor McKenzie and supported by Councilor Warstler to adopt Resolution #24-22 to approve the contract authorization for the MDOT State Trunkline Maintenance Contract #2024-0325.

Roll Call

Yes: Warstler, Lounibos, Tanner, Rickard, Freeman, McKenzie, Blau

No: None

Motion Carried

**Public Comment** - None

**Council Member Comments**

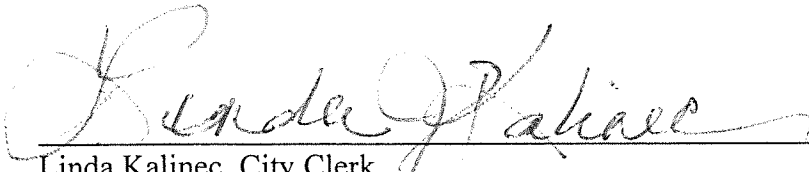
Time was provided for council members to promote, discuss and/or comment on items not on the agenda.

Motion by Councilor Blau and supported by Councilor Freeman to adjourn the meeting at 6:48 p.m.

Yes: All

No: None

Motion Carried



Linda Kalinec, City Clerk

#24-19

**RESOLUTION AUTHORIZING  
INSTALLMENT PURCHASE AGREEMENT**

City of Hancock  
County of Houghton, State of Michigan

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Minutes of a regular meeting of the City Council of the City of Hancock, County of Houghton, State of Michigan, held on the 21st day of August, 2024, at 6:00 p.m., Eastern Daylight Time.

PRESENT: Members Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler.

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ABSENT: Members None

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

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 2024 Freightliner M2, together with Heil PT1100 rear loader, as described in more detail on Exhibit A attached hereto (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 \$248,000.00 (the "Purchase Price") which shall be financed through the execution of an Installment Purchase Agreement (the "Agreement") between the City and Superior National Bank, Hancock, Michigan (the "Bank"), with MacQueen Equipment, LLC, Saint Paul, Minnesota (the "Vendor"), assigning its right to be paid to the Purchaser; 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 attached hereto at Exhibit B. 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 \$248,000.00, which shall be payable in seven (7) annual installment payments of principal due on August 1 of each year commencing August 1, 2025, with interest thereon first payable on August 1, 2025 and annually each August 1 thereafter at a rate of 6.00% 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 seven (7) 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 Purchaser 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

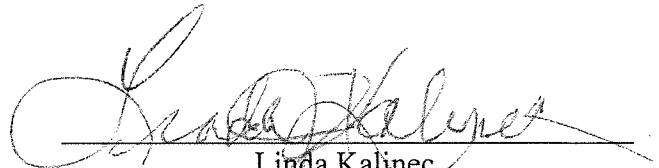
institutions pursuant to the Code.

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.

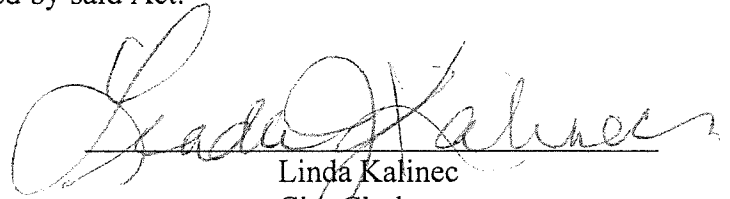
AYES: Members Blau, McKenzie, Freeman, Rickard, Tanner, Lounibos, Warstler.

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 August 21, 2024 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



#24-19

EXHIBIT A

Description of Equipment



MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: CITY OF HANCOCK
1601 THOMAS DRIVE
HANCOCK, MI 49930

Invoice To: CITY OF HANCOCK-MI
399 Quincy Street
Hancock MI 49930

Table with 4 columns: Branch, Date, Time, Page, Account No, Phone No, Est No, Ship Via, Purchase Order, Tax ID No, Salesperson. Values include: 01 - ST PAUL MN, 07/14/2024, 14:45:26 (O), 2, HANCO002, 9064822720, Q03495, PENDING, BOB LARSON, 110.

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description \*\* Q U O T E \*\* EXPIRY DATE: 08/13/2024 Amount

PAINETD WHITE TO MATCH CHASSIS

INCLUDES DELIVERY & TRAINING WILL ADVISE

Stock #: C041877 Serial #: 3ALPCYPFXRDW5123 102500.00

New 2024 FT M2
2024 FREIGHTLINER M2 FREIGHTLINER M2 106 CHASSIS
(PER ATTACHED SPECEFCATIONS)

CUMMINS L9 300 HP DIESEL ENGINE

ALLISON 3500 RDS AUTOMATIC TRANSMISSION

HENDRICKSON 13,500 LB STEERABLE PUSHER AXLE

PAINTED WHITE TO MATCH PACKER

Authorization: Subtotal: 248000.00
Quote Total: 248000.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

VisitUsOnline
www.macqueengroup.com



**MACQUEEN**

MacQueen  
1125 7th Street E  
St Paul, MN 55106  
651-645-5726 • 800-832-6417

Ship To: CITY OF HANCOCK  
1601 THOMASI DRIVE  
HANCOCK, MI 49930

Invoice To: CITY OF HANCOCK-MI  
399 Quincy Street  
Hancock MI 49930

Branch 01 - ST PAUL MN		
Date 07/14/2024	Time 14:45:26 (O)	Page 1
Account No HANCO002	Phone No 9064822720	Est No 04 Q03495
Ship Via	Purchase Order PENDING	
Tax ID No		
BOB LARSON		Salesperson 110

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 08/13/2024                      Amount

Stock #: C041920                      Serial #: PT2300015                      145500.00

New 2024 HE PT1000

20 YD REAR LOAD PACKER WITH ALL STANDARD FEATURES PLUS:

.  
HOT SHIFT PTO - REMOTE VANE PUMP FAST CYCLE  
.  
15,000 LB REEVING CYLINDER  
.  
ADJUSTABLE ROLL BAR  
.  
LIP & LATCH KIT  
.  
DUAL BAYNE REVOLUTION CART TIPPERS LH/RH CONTROLS  
.  
HEAVY DUTY CONTRACTOR PACKAGE 3/16" HOPPER LINERS  
.  
DUAL HOPPER WORK LIGHT KIT (2) INSIDE  
.  
DUAL HOPPER WORK LIGHTS OF HOPPER (2) OUTSIDE  
.  
LED LIGHT PACKAGE MULTI FUNCTION FOR ENTIRE UNIT  
.  
3RD EYE SINGLE TAILGATE CAMERA TAILGATE, 7" MONITOR  
.  
HYDRAULIC PRSSURE GAUGE KIT  
.  
HIGH PRESSURE FILTER KIT  
.  
LOW OIL LEVEL /HIGH TEMPERATURE PUMP SHUTOFF  
.  
REAR FENDER EXTENSION KIT  
.  
MUD FLAPS -ANTI SAIL/ANTI SPLASH MOUNTED AHEAD OF REAR TIRES

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www.macqueengroup.com

## EXHIBIT B

### Form of Installment Purchase Agreement

#### INSTALLMENT PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2024, by and between the **City of Hancock**, County of Houghton, Michigan (the "City"), **MacQueen Equipment, LLC**, Saint Paul, Minnesota (the "Vendor"), and **Superior National Bank**, Hancock, Michigan, as assignee of the Vendor (the "Assignee"), is as follows:

1. Purchase Price, Title and Useful Life. The City agrees to purchase and the Vendor agrees to sell, provide and deliver its 2024 Freightliner M2, together with Heil PT1100 rear loader (the "Equipment"), all as set forth in the specifications from the Vendor for the Equipment (the "Specifications"), for the sum of \$248,000.00 (the "Purchase Price") payable in seven (7) annual principal installments on August 1 of each year commencing August 1, 2025, in the amounts set forth on the attached Exhibit B. The Purchase Price may be prepaid at any time, in whole or in part, upon payment of the prepaid principal amount plus accrued interest.

The City shall pay interest on the unpaid balance of the Purchase Price to the Assignee, as the assignee of this Agreement in accordance with section 3 hereof, at a rate of interest equal to 6.00% per annum from the date funds are delivered by the Assignee as set forth in section 3 hereof, computed on the basis of a 30 day month and a 360-day year which interest shall be payable annually commencing on August 1, 2025, and on each August 1 thereafter, as set forth on Exhibit B. The Purchase Price includes the Equipment and other rights assigned and conveyed by the Vendor to the City. Upon delivery and acceptance by the City, title to the Equipment shall vest in the City. The City represents to the Assignee that the useful life of the Equipment is at least equal to or longer than the date of the final payment hereunder.

2. Incorporation by Reference. The Vendor and the City agree to all of the instructions, terms and conditions as may be outlined in the Specifications and any supplements thereto, which are hereby incorporated by reference in full herein. In the event of a conflict in terms between this Agreement and the Specifications, the specific terms of this Agreement shall govern.

3. Assignment to the Assignee. The Vendor hereby irrevocably assigns this Agreement immediately to the Assignee in consideration for and effective upon payment from the Assignee in the amount of the Purchase Price. The City hereby consents to this assignment, except with respect to the warranties and other obligations of the Vendor set forth in section 2 and sections 4 through 7, inclusive, of this Agreement, all of which shall remain the sole responsibility of the Vendor and shall not be assignable. With respect to the Assignee, the City hereby waives any defenses based upon warranty, failure or inability of the Vendor to perform its non-assignable obligations or the failure of the Equipment to perform its intended function. The City's obligation to the Assignee is absolute and unconditional and shall remain in full force and effect until the amount of the payment of the Purchase Price together with interest thereon shall have been paid by the City to the Assignee, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the Vendor's interest in the Equipment specified herein or the invalidity, enforceability or termination of this Agreement;

(b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

(c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement.

The City shall make payments to the Assignee when due and shall not withhold any such payments as a result of any disputes arising between the City and the Vendor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Equipment being defective.

It is expressly agreed between the Vendor, the City and the Assignee, by acceptance of the assignment of this Agreement, that the City shall make all payments of principal and interest directly to the Assignee.

4. Date of Acceptance. The date of acceptance for the Vendor shall be the date when the Equipment has been delivered to the City in accordance with the Specifications and the City has accepted the delivery of the Equipment either in writing or as provided in the Specifications.

5. Warranty. The Vendor warrants its Equipment as set forth in the Specifications and pursuant to the manufacturer's warranties and warrants its installation of the Equipment, if any. Any warranties with respect to the Equipment shall not be assigned, but shall remain enforceable by the City.

The Vendor represents and warrants that the assignment to the Assignee of this Agreement does not violate any agreement, contract or loan agreement to which it is a party, and that the Agreement has been duly executed and delivered by the Vendor.

The Assignee makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, as to the merchantability or fitness for any particular

purpose of any of the Equipment or as to the value, design, condition, use, capacity or durability of any of the Equipment. The City agrees that (a) the Assignee has no liability for the delivery or installation of the Equipment, (b) the Assignee assumes no obligation with respect to any manufacturer's or Vendor's product warranties or guaranties, (c) neither Vendor nor any manufacturer or any representative of said parties is an agent of the Assignee, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or by any Vendor or any representative of said parties shall not be binding upon the Assignee.

6. Entire Agreement. This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are hereby terminated.

7. Amendments. Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the City agrees to secure the consent of the Assignee to any such modifications, provided that the consent of the Vendor to the modification of any of the terms of payment by the City to the Assignee shall not be required.

8. Security; Qualified Tax Exempt Obligation. The obligation of the City to pay principal and interest under this Agreement is a limited tax general obligation of the City. The City shall include in its budget and pay each year, until this Agreement is paid in full, as a first budget obligation, such sum as may be necessary each year to make all payments hereunder, when due. In addition, the City hereby pledges to levy in each fiscal year ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under this Agreement, subject to applicable constitutional, statutory and charter tax rate limitations. The City covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The City has designated the obligations under this Agreement as "qualified tax-exempt obligations" for purpose of deduction of interest expense by financial institutions.

9. Legislative Authorization; Governing Law. This Agreement is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

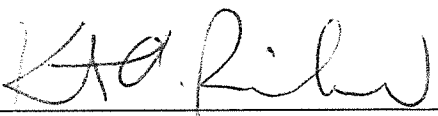
11. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

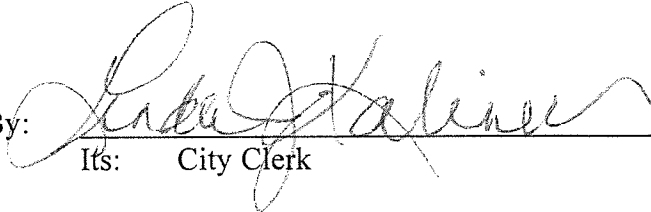
12. Counterparts. This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

**MACQUEEN EQUIPMENT, LLC**  
as Vendor

By: \_\_\_\_\_  
Its: Authorized Representative

**CITY OF HANCOCK**

By:   
Its: Mayor

By:   
Its: City Clerk

**SUPERIOR NATIONAL BANK**  
as Assignee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# EXHIBIT A

## SPECIFICATIONS



MacQueen  
1125 7th Street E  
St Paul, MN 55106  
651-645-5726 • 800-832-6417

Ship To: CITY OF HANCOCK  
1601 THOMAS DRIVE  
HANCOCK, MI 49930

Invoice To: CITY OF HANCOCK-MI  
399 Quincy Street  
Hancock MI 49930

Branch 01 - ST PAUL MN		
Date 07/14/2024	Time 14:45:26 (O)	Page 2
Account No HANCO002	Phone No 9064822720	Est No 04 Q03495
Ship Via	Purchase Order PENDING	
Tax ID No		
BOB LARSON	Salesperson 110	

### EQUIPMENT ESTIMATE - NOT AN INVOICE

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 08/13/2024                      Amount

PAINTED WHITE TO MATCH CHASSIS

INCLUDES DELIVERY & TRAINING WILL ADVISE

Stock #: C041877                      Serial #: 3ALFCYFEXRDW5123                      102500.00

New 2024 FT M2  
2024 FREIGHTLINER M2 FREIGHTLINER M2 106 CHASSIS  
(PER ATTACHED SPECIFICATIONS)

CUMMINS L9 300 HP DIESEL ENGINE

ALLISON 3500 RDS AUTOMATIC TRANSMISSION

HENDRICKSON 13,500 LB STEERABLE PUSHER AXLE

PAINTED WHITE TO MATCH PACKER

Subtotal:                      248000.00

Authorization: \_\_\_\_\_                      Quote Total:                      248000.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE  
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

*VisitUsOnline*  
[www.macqueengroup.com](http://www.macqueengroup.com)



**MACQUEEN**

MacQueen  
1125 7th Street E  
St Paul, MN 55106  
651-645-5726 • 800-832-6417

Ship To: CITY OF HANCOCK  
1601 THOMAS DRIVE  
HANCOCK, MI 49930

Invoice To: CITY OF HANCOCK-MI  
399 Quincy Street  
Hancock MI 49930

Branch		
01 - ST PAUL MN		
Date	Time	Page
07/14/2024	14:45:26 (O)	1
Account No	Phone No	Est No 04
HANCO002	9064822720	Q03495
Ship Via	Purchase Order	
	PENDING	
Tax ID No		
	Salesperson	
	BOB LARSON	110

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 08/13/2024                      Amount

Stock #: C041920                      Serial #: PT2300015                      145500.00  
New 2024 HE PT1000  
20 YD REAR LOAD PACKER WITH ALL STANDARD FEATURES PLUS:  
.  
HOT SHIFT PTO - REMOTE VANE PUMP FAST CYCLE  
.  
15,000 IB REEVING CYLINDER  
.  
ADJUSTABLE ROLL BAR  
.  
LIP & LATCH KIT  
.  
DUAL BAYNE REVOLUTION CART TIPPERS LH/RH CONTROLS  
.  
HEAVY DUTY CONTRACTOR PACKAGE 3/16" HOPPER LINERS  
.  
DUAL HOPPER WORK LIGHT KIT (2) INSIDE  
.  
DUAL HOPPER WORK LIGHTS OF HOPPER (2) OUTSIDE  
.  
LED LIGHT PACKAGE MULTI FUNCTION FOR ENTIRE UNIT  
.  
3RD EYE SINGLE TAILGATE CAMERA TAILGATE, 7" MONITOR  
.  
HYDRAULIC PRSSURE GAUGE KIT  
.  
HIGH PRESSURE FILTER KIT  
.  
LOW OIL LEVEL /HIGH TEMPERATURE PUMP SHUTOFF  
.  
REAR FENDER EXTENSION KIT  
.  
MUD FLAPS -ANTI SAIL/ANTI SPLASH MOUNTED AHEAD OF REAR TIRES  
.  
.

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**EXHIBIT B**

**PRINCIPAL AND INTEREST PAYMENT SCHEDULE**

[To be attached]

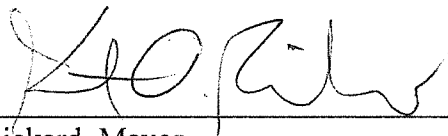
RESOLUTION #24-20

**Resolution to Update the ACH Agreement with Superior National Bank and increase the daily ACH limit to \$75,000**

WHEREAS, the City Council has determined it to be in the best interest of the City of Hancock Clerk's office staff to increase the daily ACH limit with Superior National Bank to efficiently process ACH transactions:

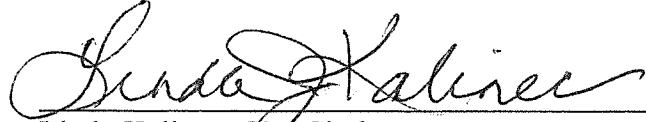
NOW, THEREFORE, BE IT RESOLVED by the governing body for the City of Hancock that the ACH daily limit is to be increased to \$75,000.00.

ADOPTED AND APPROVED THIS 21<sup>st</sup> DAY OF August, 2024.

  
\_\_\_\_\_  
Kurt Rickard, Mayor

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Linda Kalinec, City Clerk

RESOLUTION #24-21

**Resolution to increase the monthly Ready-To-Serve (RTS) fee.**

WHEREAS, The City operates a garbage collection operation throughout the City, including garbage pickup, spring and fall cleanup and recycling; and

WHEREAS, the current \$6.00 monthly RTS fee is not sufficient to cover the projected costs to provide the service;

NOW, THERE BE IT RESOLVED, that the City does here by approve increasing the RTS monthly fee to \$15.00 effective September 1, 2024.

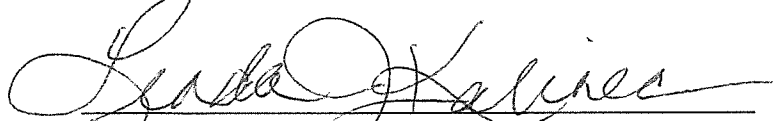
Ayes: Warstler, Lounibos, Tanner, Rickard, Freeman, Blau

Nays: None

ADOPTED AND APPROVED THIS 21<sup>st</sup> DAY OF AUGUST 2024.

(Seal)

ATTEST:

  
\_\_\_\_\_  
Linda Kalinec, City Clerk

CITY OF HANCOCK

RESOLUTION #24-22

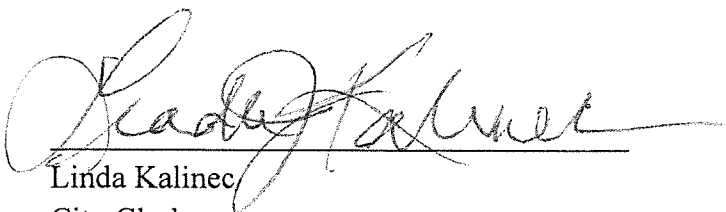
MDOT PROJECT AUTHORIZATION RESOLUTION

**WHEREAS**, this resolution shall approve execution of the MDOT State Trunkline Contract #2024-0325, effective on October 1, 2024 to September 30, 2029:

**NOW, THEREFORE**, be it resolved that Mary Babcock, City Manager and Linda Kalinec, City Clerk of the City of Hancock, are authorized to enter into and execute on behalf of the City of Hancock, MDOT State Trunkline Contract #2024-0325 with the Michigan Department of Transportation.

CERTIFICATION

The undersigned duly qualified City Clerk of the City of Hancock certifies that the foregoing is a true and correct copy of the resolution adopted at a legally convened regular meeting of the City of Hancock Council held on August 21, 2024.



Linda Kalinec  
City Clerk

SEAL