

**CITY COUNCIL  
121 N CHURCH STREET, HUDSON, MI  
REGULAR MEETING  
March 1, 2022**

**747521:**

The regular meeting was called to order by Mayor Carmel Camp at 7:00 pm.

ROLL CALL: PRESENT: Carmel Camp, Natalie Loop, Rick Moreno, Carl Sword, and Pam Ely  
ABSENT: Lee Daugherty and Lee Ann Minton

ALSO PRESENT: Linda Elliott, John Irvine, Dan Schudel, Richard Halliwill, Mary Catherine Halliwill, Will Terrill, Joann Simmons, Barb Ireland – Hudson Post Gazette, DPW Superintendent Jay Best & Candi Best, City Manager Charles Weir, and City Clerk Jeaniene McClellan

**ORDERS OF THE DAY:****Excuse Absent Members:****747522:**

Motion by Carl Sword, seconded by Rick Moreno **to excuse the absent members from the meeting.** CARRIED 5-0 by roll call

**Approval of Minutes of February 15, 2022:****747523:**

Motion by Carl Sword, seconded by Natalie Loop **to approve the minutes from February 15, 2022 and place on file.** CARRIED 5-0 by roll call

**PUBLIC COMMENT:**

Linda Elliott – Land Owner at 105 Spring Street – Had questions that would like to be answered.

- 1.How many households are off now because of the water rates?
- 2.How many households are in jeopardy of being shut off?
- 3.How many times can a person get help with their bills?
- 4.Has anyone looked into Grants and State or Federal funding to help the residents with their water bills?

Tipton Ohio received a grant for a playground and Fayette Ohio received money from the American Rescue Act Plan. Maybe the city needs a grant writer.

John Irvine – 127 Lincoln Street – Would like someone to explain what the Board of Review’s assessment means. What is the state equalization and why does it keeps going up? Also on Lincoln Street there is a pot hole so big that needs attention.

*DPW Superintendent Jay Best responded to Mr Irvine, the hole on Lincoln Street was next on the list for the next morning. DPW could not just put in the hole patch, that hole would need brim mix before the patch was added. It would be fixed Wednesday morning.*

### **NEW BUSINESS:**

#### **Authorize: Submission of Act 51 Annual Mileage Certification Report:**

Under Act 51, the City Street Administrator (City Manager) is required to review the MDOT prepared map and certify the accuracy of the approved major and local street, as well as submit any changes from the previous year.

The governing body must give the Street Administrator authorization to certify the map and sign before it is submitted back to the State of Michigan.

For Council’s information, the approved MDOT mileage for the certification period of July 1, 2021 to June 30, 2022 remains 6.73 miles of major streets and 9.97 miles of local streets, with no changes from the previous reporting period.

#### **747524:**

Motion by Carl Sword, seconded by Pam Ely **authorize the Street Administrator to certify and submit the Act 51 Annual Mileage Certification Report for the period of July 1, 2021 to June 30, 2022.** CARRIED 5-0 by roll call vote.

#### **Approve: Memorandum of Agreement with the Lenawee County Department on Aging:**

The most current MOA with the Lenawee County Department on Aging (LCDA) was due for a review June of 2021. Mr Weir had a meeting with the LCDA to discuss the agreement. The City is collecting \$700.00 a month from from the LCDA for the use of the Community Center.

Mr Weir reviewed the expenditures over the period that the Community Center was closed to the public due to COVID, and was able to get an accurate look at the expenses for just the LCDA. Over that period the City expended approximately \$1,600.00 covering the utilities. The electric bill at the Community Center averages \$700.00 a month.

The Council was given a copy of the email from Cari Rebottaro Director of the LCDA and the drafted MOA. In her email and the draft MOA the LCDA is requesting that the City be responsible for the trash dumpster at the Community Center in exchange for the LCDA continuing to provide cleaning products, paper towels and toilet paper. The price of the dumpster is approximately \$1,500.00 a year. In my opinion this would not help keep the Community Center Fund in the black. If the City was to provide cleaning and paper products, it would be far less than the cost of the dumpster.

**747525:**

Motion by Natalie Loop, seconded by Carl Sword **approve the Memorandum of Agreement with the LCDA, with the revision of LCDA continuing to be responsible for the dumpster service at the Community Center, and authorizing the City Manager to sign the agreement.** CARRIED 5-0 by roll call vote.

**Approve: Transfer Clock Fund to the Hudson Carnegie District Library:**

Joann Simmons Director of the Hudson Carnegie District Library, gave the City Manager a letter dated February 22, 2022 advising him that the Library Board is requesting that the Town Clock funds and all files be transferred to the Library Board.

The original agreement is between Charles and Marjorie Blanks and the Hudson Public Library the 25<sup>th</sup> day of February 1982. Council was given a copy of the agreement between Mr. and Mrs. Blanks and the Hudson Library. They also received a copy of the letter from Ms. Simmons.

Mr Weir checked the General Ledger Accounts, and there is a balance of \$12,057.76 in the Cash Town Clock Fund. The City will have to transfer these funds to the Hudson Carnegie District Library. Once this is done, the City will have no further responsibility for managing the funds for the Town Clock.

**747526:**

Motion by Carl Sword, seconded by Pam Ely **approve the transfer of funds from the Town Clock Fund 271-000-002.400, to the Hudson Carnegie District Library in the amount of \$12,057.76 and release all other documentation pertaining to the Town Clock.** CARRIED 5-0 by roll call vote.

**Authorize: Open Bank Account (Fire Insurance Withholding Program):**

City Hall has received a check from an insurance company in the amount of \$13,835.00 reference a house fire on South Church Street January 27<sup>th</sup> this year. Apparently the City in 1988 by resolution, agreed to participate with the Fire Insurance Withholding Program with the Department of Insurance and Financial Services (DIFS) of the State of Michigan. The funds are to be put into an escrow account until the fire damaged property is repaired or demolished. Once the damaged property has been repaired or demolished, the funds are to be released to the policy holder.

It is our understanding, that if the fire damaged property is not repaired or demolished, these funds may be allocated to the City for the cost of cleanup or demolition of the fire damaged property.

**747527:**

Motion by Natalie Loop, seconded by Pam Ely **authorize the City Manager to open a bank account with County National Bank for the purpose of depositing the insurance escrow funds, in accordance with the Department of Insurance and Financial Services, Fire Insurance Withholding Program.** CARRIED 5-0 by roll call vote.

**UNFINISHED BUSINESS:****Bills:****Bills to Council  
March 1, 2022****Bills to be Approved**

Modern Waste Systems	\$9,746.45	Refuse for February 2022
Michigan Gas Utilities	\$1,065.09	WWTP - February 2022 Statement
Renius & Renius	\$1,512.50	February 2022 Assessing Services
Total	\$12,324.04	

**Bills to be Confirmed**

Blue Cross & Blue Shield	\$29,883.05	March 2022 Employee Health Insurance
FirstBank Card	\$3,570.27	WWTP - February 2022 Statement
County National Bank	\$18,448.00	Interest Payment on the 2021 Capital Improvement Bond
Briner Oil Company	\$1,151.33	296 gallons diesel @ \$2.99 216.9 gallons gasohol @ \$2.62
Lincoln Life Insurance	\$1,136.68	Life Insurance for Employees - March 2022
Total	\$54,189.33	

**747528:**

Motion by Rick Moreno, seconded by Natalie Loop to pay the bills. CARRIED 5-0 by roll call vote

**Account Balances & Check Register:****Account Balances:**

General Fund	\$176,334.32
Cemetery Trust Fund	\$ 2,262.45
Major Street Fund	\$ 87,575.61
Local Street Fund	\$ 93,250.19
Fire Department Fund	\$ 30,408.16
Recreation Fund	\$ 6,018.40
Cemetery Foundation	\$ 26,798.53
Ambulance	\$ 66,961.22
Community Center	\$ 21,515.93
Thompson Museum Fund	\$ 57,662.33
Library Fund	\$ 11,992.33
Thompson Library Fund	\$ 0.00
Museum Fund	\$ 43,154.50

Downtown Development	\$ 9,099.43
Industrial Park Fund	\$ 14,145.01
L D F A	\$ 0.00
2021 Capital Improvement Bond Fund	\$238,031.16
Sidewalk Fund	\$ 2,565.98
Utilities Fund	-\$120,483.76)
Motor Veh and Equip Fund	\$217,585.75
Property Tax Collection	\$ 11,735.57
Income Tax Fund	\$125,636.25
Payroll Fund	\$ 36,255.44

**747529:**

Motion by Rick Moreno, seconded by Carl Sword **to accept the Account Balances & Check Register and place on file.** CARRIED 5-0 by roll call vote

**Revenue Expenditure Report:****747530:**

Motion by Carl Sword, seconded by Pam Ely **to accept the Revenue Expenditure Report and place on file.** CARRIED 5-0 by roll call vote

**Department Head Reports:****747531:**

Motion by Rick Moreno, seconded by Carl Sword **to accept the Department Head Reports and place on file.** CARRIED 5-0 by roll call vote

**MANAGER'S REPORT:**

- DPW has started the Service Line home inspections for the DWAM Grant. Jay is also looking into all of the commercial accounts in the City to identify meter sizes. By doing this the City can look into a possible alternative billing for the commercial accounts which may be more equitable when billing customers for water and sewer services. This will take time to research and make possible changes going forward.
- DPW had two more water line breaks, one on Hemlock Street and the other on North Street. So far we have had six water main breaks this winter.
- Hudson Police Department is in the process of hiring another part-time officer. Chief Keck has not received any applications or notices of intent for the full-time position at this point. HPD is still managing to provide 24/7 coverage but it is requiring he full-time staff to adjust their hours to make it happen.
- The Waste Water Treatment Plant had several alarms with the melting snow and heavy rains. The plant has a maximum flow rate of 420,000 design flow. The plant had to switched over to high flow mode. Ted reported that the plant pumped over 1.5 million gallons in 24 hours. The actual number was over 2 millions gallons as the flow graph tops out at 1.5 million. Ted and Josh managed the high water to the best of their ability

- and things are running smooth again at this point. The plant is still having issues with inflow and infiltration (storm water and groundwater entering the wastewater system).
- The Combined Account, Payroll, and Payables accounts will be moved to County National Bank this week. Old National Bank will still have the ALS Membership Account, DDA, HPD Drug Enforcement and Abandon Property accounts, and one CD.
  - Reminder Council of the Whole meeting March 8, 2022 at 7:00 pm at the HFD Training Room. We will be discussing the budget and other items coming up in the new fiscal year.
  - Jay Best and Charles Weir met with Joan Mende of Mende Engineering Solutions about the sinking floor in bay one of the Fire Department. After the consultation we will be televising the drain in the floor and likely do a boring in the slab and looking through to see what is under or not under the sinking portion of the slab to get an idea of what needs to be done to fix it.
  - Charles Weir emailed the Planning Commission and Council Members information on webinar training's through the MSU extension and the Michigan Department of Treasury. Capital Management and Planning June 14<sup>th</sup>. Budgeting for Fiscal Sustainability February 24<sup>th</sup>, and Managing Internal Controls July 13<sup>th</sup>, August 4<sup>th</sup>, October 4<sup>th</sup>, and November 1<sup>st</sup>.

**COUNCIL COMMENTS:**

**ADJOURNMENT:**

**747532:**

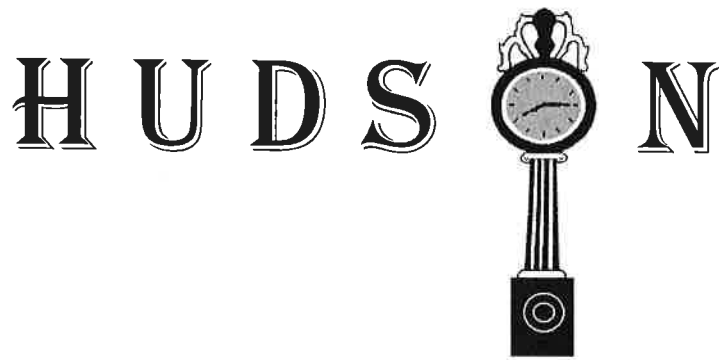
Motion by Rick Moreno, seconded by Pam Ely to **adjourn the meeting at 7:41 pm**

APPROVED: \_\_\_\_\_

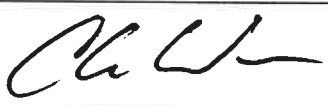
Carmel Camp, Mayor

ATTEST: \_\_\_\_\_

Jeaniene McClellan, City Clerk



**AGENDA ITEM**  
**REVIEW FORM**

<b><u>ITEM:</u></b> Reappointment to the Downtown Development Authority.	<b><u>SUBMITTED BY:</u></b> Charles Weir City Manager
<b><u>ACTION REQUESTED:</u></b> Reappoint Dave Sheely to the Downtown Development Authority.	<b><u>DEPARTMENT:</u></b> City Office <b><u>DATE:</u></b> April 5, 2022
<b><u>SUMMARY:</u></b>  Dave Sheely has requested to be reappointed to 4-year term on the Downtown Development Authority that expires in October 2026.  He meets all the requirements to be re-appointed to the Downtown Development Authority.	
<b><u>RECOMMENDATION:</u></b> Reappoint Dave Sheely to the Downtown Development Authority to 4-year term expiring in October 2026.	
<b><u>SIGNATURE:</u></b> 	<b><u>TITLE:</u></b> City Manager

**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

RECEIVED  
MAR 21 2022  
City of Hudson

Name: DAVID SHEELY

Address: 16390 MEDINA RD.

Phone: (Home) 517 448-8753 (Other) 517 448-5303

Email: proshop123@hotmail.com

Date of Establishment of Continuous Residency in the city of Hudson: BUSINESS SINCE 1981  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

OWNED BUSINESS IN DDA SINCE 1981  
PAST CHAMBER PRESIDENT (19 YRS)  
PRESIDENT OF DDA

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Please indicate your preference of which board(s) you would be interested in serving on:

PLANNING COMMISSION  
(Meets every 4<sup>th</sup> Monday at 6:30 pm) Terms are 3-year and are up in July. In order to serve on this board, you must be a registered voter within the City for a period of at least 1-year.

HUDSON CARNEGIE DISTRICT LIBRARY BOARD  
(Meets 3<sup>rd</sup> Monday every month at 6:00 pm) Terms are 3-year and are up in December.



**ELECTION COMMITTEE**

(Meets as needed for elections) Terms are 3-year and are up in June

**RECREATION BOARD**

(Meets quarterly at 7:00 pm) Terms are 3-year and are up in July.

**COUNCIL COMPENSATION COMMITTEE**

(Meets on odd-numbered years) Terms are 5-year and are up in April.

**BOARD OF REVIEW**

(Meets as needed, generally in March, July and December) Terms are 3-year and are up in December.

**BOARD OF APPEALS**

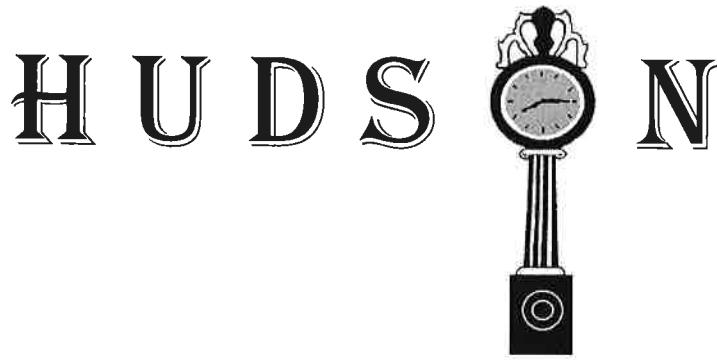
(Meets as needed) Terms are 3-year and are up in May.

**DOWNTOWN DEVELOPMENT AUTHORITY**


(Meets at least quarterly) Terms are 4-year and are up in October.

**(You are invited to attend meetings of any of the boards,  
committees, or commissions in which you may be interested)**

**Please submit this request for appointment to the City Clerk**



**AGENDA ITEM  
REVIEW FORM**

<b><u>ITEM:</u></b> Appointments to the Downtown Development Authority.	<b><u>SUBMITTED BY:</u></b> Charles Weir City Manager
<b><u>ACTION REQUESTED:</u></b> Appoint Jason Decker, John Kirkland, Dave Willhite, Darwin Vandevender, Dr Corey Borck and Michelle Jedele to the Downtown Development Authority.	<b><u>DEPARTMENT:</u></b> City Office <b><u>DATE:</u></b> April 5, 2022
<b><u>SUMMARY:</u></b>  Jason Decker, John Kirkland, Dave Willhite, Darwin Vandevender, Dr. Corey Borck and Michelle Jedele has requested to be appointed to the Downtown Development Authority.  Jason Decker and John Kirkland will have a one-year term expiring October 2023.  Dave Willhite will have a two-year term expiring October 2024.  Darwin Vandevender will have a three-year term expiring October 2025.  Dr. Corey Borck and Michelle Jedele will have four-year terms expiring October 2026.  They meet all the requirements to be appointed to the Downtown Development Authority.	
<b><u>RECOMMENDATION:</u></b> <b>Appoint Jason Decker and John Kirkland with a one-year term, Dave Willhite with a two-year term, Darwin Vandevender with a three-year term and Dr. Corey Borck and Michelle Jedele with four-year terms to the Downtown Development Authority.</b>	
<b><u>SIGNATURE:</u></b> 	<b><u>TITLE:</u></b> City Manager

**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

Name: COREY J BORCK, D.C.

Address: 753 MEADOWBROOK DR. HUDSON

Phone: (Home) <sup>C&C</sup> 517-403-1131 (Other) <sup>WORK</sup> 517-448-2277

Email: drborck@live.com

Date of Establishment of Continuous Residency in the city of Hudson: 2014  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

Business owner for 18 years in the downtown district

Previous DBA member

Previously sat on City Council; acted as Mayor Pro-tem

Please indicate your preference of which board(s) you would be interested in serving on:

**PLANNING COMMISSION**

(Meets every 4<sup>th</sup> Monday at 6:30 pm) Terms are 3-year and are up in July. In order to serve on this board, you must be a registered voter within the City for a period of at least 1-year.

**HUDSON CARNEGIE DISTRICT LIBRARY BOARD**

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**ELECTION COMMITTEE**

(Meets as needed for elections) Terms are 3-year and are up in June

**RECREATION BOARD**

(Meets quarterly at 7:00 pm) Terms are 3-year and are up in July.

**COUNCIL COMPENSATION COMMITTEE**

(Meets on odd-numbered years) Terms are 5-year and are up in April.

**BOARD OF REVIEW**

(Meets as needed, generally in March, July and December) Terms are 3-year and are up in December.

**BOARD OF APPEALS**

(Meets as needed) Terms are 3-year and are up in May.



**DOWNTOWN DEVELOPMENT AUTHORITY**

(Meets at least quarterly) Terms are 4-year and are up in October.

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committees, or commissions in which you may be interested)**

**Please submit this request for appointment to the City Clerk**

**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

Name: David Wilhite

Address: 9559 W ~~MAIN~~ CARLETON

Phone: (Home) 517-445-2552 (Other) 248-252-0470

Email: \_\_\_\_\_

Date of Establishment of Continuous Residency in the city of Hudson: \_\_\_\_\_  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

was on D.D.A., own Karen's Uptown  
KAFE 314 W. MAIN, Added Fours  
apt to 2nd fl,

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**BOARD OF APPEALS**

(Meets as needed) Terms are 3-year and are up in May.

X **DOWNTOWN DEVELOPMENT AUTHORITY**

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**CITY OF HUDSON**

**REQUEST FOR APPOINTMENT TO  
CITY BOARD, COMMISSION OR COMMITTEE**

Name: DARWIN VANSEUR

Address: 109 N. CHURCH ST HUDSON MI

Phone: (Home) \_\_\_\_\_ (Other) 517 448 5050

Email: attorney<sup>5050</sup>@gmail.com

Date of Establishment of Continuous Residency in the city of Hudson: Bus owner and resident  
(Must be a resident for 1-year and not indebted to City) 24 yr.

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

DDA  
LONG STANDING MULTI-YEAR PMUR MEMBER OF ODA  
BROWNFIELD REDEVELOPMENT BOARD  
24 YEAR DOWNTOWN BUSINESS OWNER

Please indicate your preference of which board(s) you would be interested in serving on:

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**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

Name: MICHELLE JEDELE  
Address: 219 S. Church St. Hudson  
Phone: (Home) 517-260-5494 (Other) OFFICE 517-448-3078  
Email: MICHELLE.JEDELE@EDWARDJONES.COM  
Date of Establishment of Continuous Residency in the city of Hudson: 10/1998  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

I am an involved member of our Hudson community, currently serving as a Hudson School Board Member, and very active in the local Kiwanis Branch.  
We opened our doors for my Edward Jones branch back in 2019, very proud that the 4 corners.

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**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

Name: Jason Decker

Address: 870 Charles Rd Hudson

Phone: (Home) 517-605-2504 (Other) 517-448-2911 - Days

Email: Jasandecker202@yahoo.com

Date of Establishment of Continuous Residency in the city of Hudson: \_\_\_\_\_  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

I have served for several years. Was the  
Secretary and had agreed to be the V.P. I'm still  
willing to accept that if required

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✓ **DOWNTOWN DEVELOPMENT AUTHORITY**

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**CITY OF HUDSON**  
**REQUEST FOR APPOINTMENT TO**  
**CITY BOARD, COMMISSION OR COMMITTEE**

**RECEIVED**  
**MAR 30 2022**  
**City of Hudson**

Name: JOHN KIRKLAND

Address: 311 TIFFIN ST HUDSON

Phone: (Home) \_\_\_\_\_ CELL (Other) 577-673-7618

Email: JSKIRKLAND3@GMAIL.COM

Date of Establishment of Continuous Residency in the city of Hudson: DEC, 1999  
(Must be a resident for 1-year and not indebted to City)

**Please list your qualifications as to why you feel you are qualified to serve on the particular Board, Commission or Committee to which you are applying (you may include a resume if you would like):**

FORMER DOWNTOWN BUSINESS OWNER  
FORMER MEMBER DDA (TERM EXPIRED)

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(Meets quarterly at 7:00 pm) Terms are 3-year and are up in July.

**COUNCIL COMPENSATION COMMITTEE**

(Meets on odd-numbered years) Terms are 5-year and are up in April.

**BOARD OF REVIEW**

(Meets as needed, generally in March, July and December) Terms are 3-year and are up in December.

**BOARD OF APPEALS**

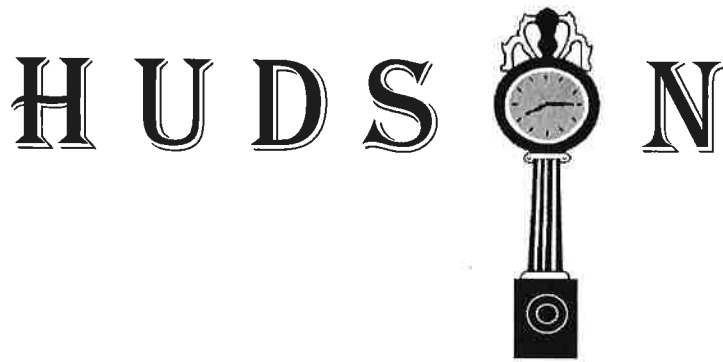
(Meets as needed) Terms are 3-year and are up in May.

**DOWNTOWN DEVELOPMENT AUTHORITY**


(Meets at least quarterly) Terms are 4-year and are up in October.

**(You are invited to attend meetings of any of the boards,  
committees, or commissions in which you may be interested)**

**Please submit this request for appointment to the City Clerk**



**AGENDA ITEM**  
**REVIEW FORM**

<b>ITEM:</b> APPROVE: Revised Performance Resolution for Governmental Agencies	<b>SUBMITTED BY:</b> Charles A Weir
<b>ACTION REQUESTED:</b> Adopt the attached revised resolution for the Annual MDOT Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way.	<b>DEPARTMENT:</b> City Office <b>DATE:</b> April 5, 2022
<b>SUMMARY:</b>  Council approved the original resolution back on January 4, 2022. We received an email from Jared Boll at MDOT that the wording has been updated and all municipalities will need to approve the revised resolution. We have attached the email along with the new resolution for your review.	
<b>RECOMMENDATION:</b> Adopt the revised "Performance Resolution for Municipalities" for the calendar year 2022.	
<b>SIGNATURE:</b> 	<b>TITLE:</b> City Manager

## Hudson City Clerk

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**From:** Boll, Jared (MDOT) <BollJ@michigan.gov>  
**Sent:** Friday, March 18, 2022 10:54 AM  
**To:** Hudson City Clerk; Hudson City Manager; tmiller@tecumseh.mi.us; Bebe Amaral; lynn@adoptahighway.com; 'publicservices@cityofhillsdale.org'; 'Kym Blythe'; 'dpw@reading.mi.us'; tlamb@mispedway.com; andersonj@pocoinc.com; 'cornishk@villageofclinton.org'; Beth Hine; 'julia@springarbor.org'; 'dherlein@springarbor.org'; 'clerk@blissfieldmichigan.gov'; 'clerk@napoleontownship.us'; jenny.escott@lenawee.mi.us; 'joe.brezvai@lenawee.mi.us'; 'james.plotts@d-pcomm.com'  
**Cc:** Wallace, Kelby (MDOT)  
**Subject:** FW: 2207B form update Governmental Resolutions  
**Attachments:** 2207B (1).pdf

Hey Folks,

Please read the email below. Don't be mad at the messenger, but we need this form updated at your earliest convenience. Just email it back to me when you get it done. Thank you and I apologize for the extra work this causes.

Jared T. Boll  
Utility/Drainage Engineer  
Michigan Department of Transportation  
Jackson TSC  
2750 N. Elm Road  
Jackson, MI 49201-6802  
Cell: 517-812-4473  
Email: [bollj@michigan.gov](mailto:bollj@michigan.gov)

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**From:** Rios, Joe (MDOT) <RiosJ@michigan.gov>  
**Sent:** Friday, March 11, 2022 9:46 AM  
**To:** riosj@comcast.net  
**Cc:** Greene, Scott (MDOT) <GreeneS2@michigan.gov>; Albrecht, Stephen (MDOT) <AlbrechtS@michigan.gov>; Olsen, Lauri (MDOT) <OlsenL@michigan.gov>; Pfeiffer, Pete (MDOT) <PfeifferP@michigan.gov>; Kremer, Annjanette (MDOT) <KremerA@michigan.gov>; Green, Art (MDOT) <Greena5@michigan.gov>; Fredrickson, Marc (MDOT) <FredricksonM@michigan.gov>; Kirkby, Del (MDOT) <KirkbyD@michigan.gov>; Losch, Greg (MDOT) <LoschG@michigan.gov>; Sweeney, Mark (MDOT) <SweeneyM@michigan.gov>; Wallace, Kelby (MDOT) <WallaceK@michigan.gov>; Mayhew, Bill (MDOT) <MayhewB@michigan.gov>; Hofweber, Jack (MDOT) <HofweberJ@michigan.gov>; Katenhus, Steve (MDOT) <KatenhusS@michigan.gov>; Burchell, Linda (MDOT) <BurchellL@michigan.gov>; Akinyemi, Oladayo (MDOT) <AkinyemiO@michigan.gov>; Buckner, Drew (MDOT) <BucknerD@michigan.gov>; Swanson, Lori (MDOT) <SwansonL@michigan.gov>; Yung, Gorette (MDOT) <YungG@michigan.gov>; Dawe, Garrett (MDOT) <DaweG@michigan.gov>; Gailitis, Jason (MDOT) <GailitisJ@michigan.gov>; Wagner, Dan (MDOT) <WagnerD2@michigan.gov>; Kari, Daniel (MDOT) <KariD@michigan.gov>; Tervo, Robert (MDOT) <TervoR@michigan.gov>; Gustafson, Dawn (MDOT) <GustafsonD@michigan.gov>  
**Subject:** 2207B form update Governmental Resolutions

Good morning everyone and happy Friday



Our office with coordination with the AG office recently updated MDOT form 2207B Performance Resolution for Governmental Agencies. The form changes include removing the word "Utility" from "Municipal Utility" in the document. Removing "Utility" now states the resolution allowable uses and not just for utilities. The resolution having "Municipality" allows the local unit of government to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits.

Please request all your municipalities within your TSC boundaries fill out and sign the updated resolution. Also in your letter and/or email, highlight that the title of the position authorized to submit the permit activities within MDOT ROW be the names listed on the second signature page. See below

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

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The new resolutions should be updated end of April 2022.

FYI, The resolutions only changes when the governorship changes, director changes, or resolution clarification from AG/Central office permit staff. If none of the changes happen, resolution updates are not necessary.

Contact me if you have any questions.

Thank you

Joe Rios  
Statewide Right of Way Construction and Utility Permit Coordinator  
Michigan Department of Transportation  
Van Wagoner Building  
425 West Ottawa Street  
Lansing, MI 48906  
Email: [riosj@michigan.gov](mailto:riosj@michigan.gov)  
Phone: 517-241-2103

## PERFORMANCE RESOLUTION FOR MUNICIPALITIES

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the \_\_\_\_\_ CITY OF HUDSON  
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

DPW Superintendent - Jay Best

WWTP Superintendent - Ted Hutichson

CITY MANAGER - Charles Weir

CITY CLERK - Jeaniene McClellan

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Hudson City Council  
*(Name of Board, etc.)*

of the City of Hudson of Lenawee  
*(Name of MUNICIPALITY) (County)*

at a Council meeting held on the 5th day

of April A.D. 2022.

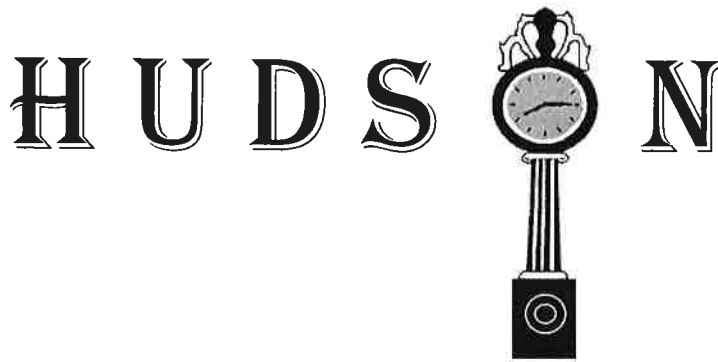
Signed

City Clerk


*Title*

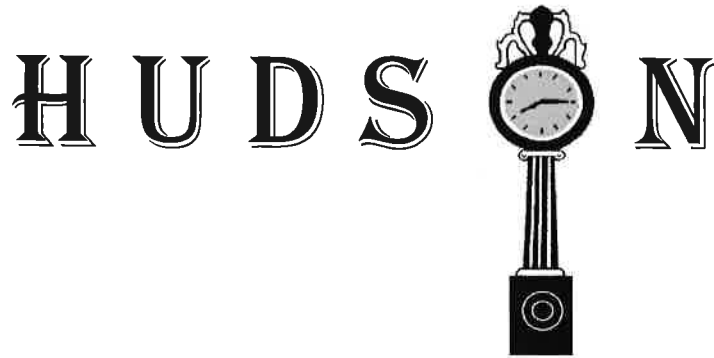
Jeaniene McClellan

*Print Signed Name*




**AGENDA ITEM**  
**REVIEW FORM**

<b>ITEM:</b> Accept bid for Maple Grove Cemetery Lawn Maintenance Contract.	<b>SUBMITTED BY:</b> Charles Weir
<b>ACTION REQUESTED:</b> Accept a bid for Cemetery lawn maintenance	<b>DEPARTMENT:</b> City Office <b>DATE:</b> April 5, 2022
<b>SUMMARY:</b> At the meeting on January 18th, Council authorized to seek sealed bids up to a three (3) year lawn maintenance contract at the Maple Grove Cemetery. The bid opening was held on March 10 <sup>th</sup> .  Only one sealed bid was received. The bids advertisement requested 1-year and 3-year bid amounts, as well as a price for Fall cleanup. Deo's Lawn Service bid was for only one year at \$49,500 and \$8,125 for the fall cleanup.  We also had a meeting with Jay Best about getting one full time and one part time person to do the cemetery but that will still be about \$40,000 more a year for labor and equipment that would need to be purchased.	
<b>RECOMMENDATION:</b> Accept the bid from Deo's Lawn Service in the amount of \$49,500 a year and \$8,125 for fall cleanup for a one-year summer lawn maintenance contract at Maple Grove Cemetery and authorize the City Manager to sign the contract for the City.	
<b>SIGNATURE:</b> 	<b>TITLE:</b> City Manager



**AGENDA ITEM**  
**REVIEW FORM**

<b><u>ITEM:</u></b> Renewal of Hudson Township ALS Service Agreement	<b><u>SUBMITTED BY:</u></b> Charles Weir City Manager
<b><u>ACTION REQUESTED:</u></b> Approve the Hudson Township ALS Service Agreement.	<b><u>DEPARTMENT:</u></b> City Office <b><u>DATE:</u></b> April 5, 2022
<b><u>SUMMARY:</u></b>  I have been going over the ALS service agreements and contracts with the surrounding townships and discovered that the agreements need to be updated. Attached is the proposed new Service Agreement with Hudson Township for ALS services to November 30, 2025. The current agreement expired November 30, 2018.  There are no changes to the wording in the agreement except for the dates. The Township is still collecting up to the one mill tax levy on Hudson Township properties for the ALS services.	
<b><u>RECOMMENDATION:</u></b> Approve the ALS Service Agreement with Hudson Township, for ALS services to the Township commencing April 5, 2022, to November 30, 2025.	
<b><u>SIGNATURE:</u></b> 	<b><u>TITLE:</u></b> City Manager

**ADVANCED LIFE SUPPORT  
SERVICES AGREEMENT**

This Advanced Life Support Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Hudson ("Provider") and the Township of Hudson ("Hudson").

**WITNESSETH:**

**WHEREAS**, the Provider and Hudson are desirous of establishing an Agreement whereby Provider will provide Advanced Life Support ("ALS") and Basic Life Support ("BLS") ambulance transport service to the residents of Hudson; and

**WHEREAS**, Provider has an established ALS and BLS ambulance transport service; and

**WHEREAS**, Provider will be expected and required, while the Agreement is in effect, to satisfy the ALS and BLS ambulance transport service requirements of Hudson; and

**WHEREAS**, Provider and Hudson desire to enter into an Agreement for Provider to provide and perform ALS and BLS ambulance transport services in Hudson Township located in Lenawee County, Michigan, on the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, Provider and Hudson agree as follows:

**ARTICLE 1 - DEFINITIONS**

The following emboldened words or acronyms shall have the meaning ascribed to them in this Article, except as otherwise explained or modified in the text:

- 1.1 **Agreement** means this Advanced Life Support Services Agreement by and between Provider and Hudson.
- 1.2 **ALS and BLS** mean Advanced Life Support and Basic Life Support. Such terms are used and described by statute; ALS and BLS services mean Advanced Life Support or Basic Life Support services; and ALS unit and BLS unit mean an ambulance vehicle capable of supporting ALS or BLS services.
- 1.3 **Backup Basis** means the ability to make service available promptly upon notice from the Medical Director or designee or based on Provider's own recognition of need.
- 1.4 **County** means, unless otherwise modified, Lenawee County, Michigan.
- 1.5 **Emergency Medical Technician** means a person who is licensed by the Michigan Department of Public Health, pursuant to the EMS Act, to provide Basic Life Support services.

- 1.6 **EMS** means Emergency Medical Services.
- 1.7 **EMS Act** means the sections of the Michigan Compiled Laws which govern the provision of emergency medical services, those sections begin M.C.L.A. Sections 333.20901 through 333.20979, as such sections may be amended from time to time.
- 1.8 **Medical Control Board** means the Lenawee County Medical Control Board, the designated medical control authority for the County of Lenawee.
- 1.9 **Medical Director** means the physician who is appointed to the position of "Project Medical Director" by the Medical Control Board pursuant to the EMS Act and its regulations.
- 1.10 **Paramedic** means an individual who is licensed by the Michigan Department of Public Health, pursuant to the EMS Act, to provide Advanced Life Support services.
- 1.11 **Provider** means the City of Hudson.
- 1.12 **Round-The-Clock Basis** means continuous availability of services on a twenty-four (24) hours a day, seven (7) days a week, every day of the year basis.

## ARTICLE II - ALS/BLS SERVICES REQUIREMENTS GENERALLY

- 2.1 **Agreement to Provide ALS/BLS Services:** Provider shall at all times maintain Medical Control Board approval and shall provide ALS/BLS Services within Hudson on a Round-The-Clock Basis. Provider shall perform ALS Services in accordance with the terms of this Agreement, and in accordance with applicable federal, state, and local laws and procedures, including applicable rules regulating emergency medical services in general, and ALS/BLS Services in particular.
- Provider shall provide required ALS/BLS Services when needed and without requiring prior knowledge of the patient's ability to pay or prior knowledge of any insurance coverage. Provider warrants that ALS/BLS Services for a person in Hudson shall never be denied on the basis of ability to pay or any ground which would violate state or federal anti-discrimination laws.
- 2.2 **Ambulance Operation License:** Provider warrants to Hudson now and throughout the term of this Agreement and any renewals; Provider is currently and shall be licensed as an ambulance operation by the Michigan Department of Public Health; Provider's license does and shall continue to grant it full authority to provide ALS/BLS Services in Hudson; upon request by Hudson, Provider shall immediately provide a copy of its license.
- 2.3 **Mutual Aid Agreements:** Provider shall, at the request of Hudson, the Medical Control Board, or the Michigan Department of Public Health, enter into mutual aid agreements with other EMS providers to the extent necessary to ensure

that adequate emergency medical services are available at all times in Hudson, and to ensure that the minimum performance standards set forth in this Agreement are satisfied

- 2.4 **ALS/BLS Unit Requirements:** Provider and Hudson acknowledge the necessity for there to be at least one staffed ALS/BLS unit available on a Round-The-Clock Basis in Hudson. It is understood that staffing of ALS/BLS units be the responsibility of Provider and that Provider meets the aforesaid responsibility by use of full-time, part-time, and volunteer staff.
- 2.5 **Run Reports:** Provider shall prepare and maintain a confidential report of each ALS/BLS unit run in a manner and format as may be required by the Medical Control Board. Such "run reports" shall be retained for a period of six (6) months or such longer period as may be required by the Medical Control Board. After the retention period has expired, the "run reports" may be disposed of by the Provider in a manner which preserves confidentiality of the patient information recorded thereon. Copies of "run reports" shall be provided to the Medical Control Board or Hudson upon request and at no charge for the first copy of any report, subject to the requirement that patient confidentiality be preserved.
- 2.6 **Quarterly Reports:** Provider shall provide Hudson with quarterly reports including financial statements and other statistical data to indicate the nature and extent of operations during the three (3) month period covered by the report. The quarterly reports shall be provided within thirty (30) days after the end of each calendar quarter.

#### **ARTICLE IH - PROVIDER PERSONNEL**

- 3.1 **Ambulance Staffing:** Provider shall staff each ALS/BLS unit operating in Hudson with such staff as may from time to time be required by the EMS Act or the Medical Control Board and all such staff shall be certified as required by law.
- 3.2 **Compensation and Fringe Benefits:** Provider shall pay all staff provided under this Agreement as staff and Provider from time to time agree, and Provider shall, in addition, pay any and all fringe benefits to its staff as agreed on between Provider and staff. Hudson shall have no liability for any non-payment or non-fulfillment of Provider's obligations to Provider's staff, subcontractors, or tax entities. Staff provided under this agreement are not employees or independent contractors of Hudson.
- 3.3 **Professional Conduct:** Provider's staff shall be fully qualified for any patient care services they are assigned to carry out.
- 3.4 **Records and Reporting of Concerns:** Provider shall maintain accurate and reasonably complete records for the performance of all patient care staff, including records of all training and all performance-related matters.



## ARTICLE IV - VEHICLES AND EQUIPMENT

- 4.1 **Compliance with Statutory and Regulatory Requirements in General:** Provider warrants that all ALS/BLS units operated by Provider's staff and all equipment and supplies on such ALS/BLS units, shall, while this Agreement is in effect, meet applicable state and federal statutory and regulatory requirements, as well as requirements determined by the Medical Control Board.
- 4.2 **Inventory of Equipment and Supplies:** Provider shall, at its sole expense, provide the necessary equipment and supplies to carry out the purpose of this Agreement.
- 4.3 **Vehicle and Equipment Maintenance:** Provider shall, at its sole expense, maintain all vehicles and equipment that are reasonably necessary to provide the services required under this Agreement.
- 4.4 **Vehicle Insurance:** Provider shall, at its sole expense, maintain any applicable no-fault vehicle insurance.

## ARTICLE V – COMMUNICATIONS

- 5.1 **Provider as Dispatcher:** Provider shall act as a dispatcher of emergency calls to the extent required by the Medical Control Board and shall provide such staff as necessary to handle the duties of dispatcher.
- 5.2 **Ambulance Communications Systems and Backup:** Provider shall, at its sole expense, equip each ALS/BLS unit with a communication system that meets applicable statutory and regulatory requirements, as well as any additional requirements of the Medical Control Board.

## ARTICLE VI - QUALITY ASSURANCE

- 6.1 **Quality Assurance Program:** Provider shall establish such policies and procedures as it deems reasonably necessary to provide a reasonably acceptable level of performance under this Agreement.
- 6.2 **Periodic Meetings:** Periodic meetings between Provider and Hudson may be held at their request or at the request of Provider to resolve problems, review performance, and coordinate efforts to better serve the emergency medical transport service needs of Hudson.

## ARTICLE VII - COMPENSATION, BILLING AND FINANCIAL INFORMATION

- 7.1 **Compensation.** Hudson shall pay to Provider annually the amount equal to the 1.0 mill tax levy on the total taxable valuation for Hudson, adjusted for the effects of the Headlee Amendment, if any, from the authorized millage for providing ALS/BLS ambulance service approved by voters in 2022 ("Ambulance Millage.") The Ambulance Millage is authorized to be levied in December of the years 2022 to 2025 inclusive.

Payment of the proceeds from the Ambulance Millage shall be made annually in installments as Hudson collects its property taxes. The first installment for each annual fee shall be paid on December 31 of the year the tax is levied. Hudson shall also be required to pay installments on January 31, February 28, and March 31 of the year following the levy. (For example, the first year of levy shall be 2022. Hudson shall pay Provider installments for the December 2022 levy on December 31, 2022 and January 31, February 28 and March 31, 2023.) The balance remaining uncollected after March 31, in any given year must be paid by Hudson to Provider within ten (10) business days after Hudson receives its payment for delinquent taxes from Lenawee County. If Hudson overpays Provider for any reason, Hudson shall present Provider with an invoice or other documentation demonstrating the overpayment and Hudson shall be entitled to deduct or offset such amount from the next payment to Provider.

**7.2 Billing and Collection:** Provider shall bill third party payors and/or insurers, if applicable, for services it renders. If Provider's services to a patient are not subject to payment by a third-party payor or an insurer, Provider shall bill that patient directly, provided, however, in no event shall a resident of Hudson be billed for services not otherwise covered by insurance or applicable government payment, nor shall an employee or independent contractor covered by worker's compensation be billed for services not covered by worker's compensation if such service is covered by the worker's compensation insurance.

Provider shall maintain a written billing and collection policy which may be reviewed by but is not subject to the approval of Hudson.

Provider shall maintain accurate records of its billing and collection for services provided in Hudson and provide copies of same to Hudson upon request

**ARTICLE VIII - INSURANCE**

**8.1 Public Liability. Property Damage. Comprehensive Automobile Liability. Automobile No-Fault and Worker's Compensation Insurance:** Provider shall pay for and maintain while this Agreement is in effect, public liability, property damage, comprehensive automobile liability, automobile no-fault, and worker's compensation insurance as required by law.

**ARTICLE IX - TERM AND TERMINATION**

**9.1 Term:** This Agreement shall be effective as of the \_\_\_\_ of \_\_\_\_\_, 2022, and shall continue in effect, unless earlier terminated as provided herein, until November 30,2025.

**9.2 Termination:** This Agreement may be terminated as follows:

A demand for arbitration shall be made within six (6) months after the claim shall accrue, plus the time of any written extensions given to the party demanding arbitration from the other party. The foregoing requirement for arbitration shall not foreclose the institution of litigation by any party hereto in the Lenawee County Circuit Court (in which exclusive jurisdiction and venue is acknowledged) seeking immediate injunctive relief for a breach of the provisions of this Agreement pending the outcome of arbitration or to compel the arbitration process. Any arbitration award shall be entitled to enforcement by decree of any court of competent jurisdiction and shall be final and binding upon all parties hereto or claiming an interest herein. Arbitration may proceed in the absence of any party who fails or refuses to attend after notice deemed by the arbitration panel to be appropriate.

- 10.2 Limited Beneficiaries of this Agreement:** The parties are alone entitled to enforce this Agreement. No other person or entity shall be or is intended to be a beneficiary (third party or otherwise) entitled to enforce or seek damages for breach of this Agreement.
- 10.3 Assignment:** Provider agrees that this Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way without the receipt of prior written consent of Hudson except that qualified individuals who are Provider's subcontractors may provide required services under the direction of Provider.
- 10.4 Governing Law:** This Agreement shall be construed and enforced in accordance with, and governed by, the laws and decisions of the State of Michigan.
- 10.5 Invalid Provision:** If any term, warranty, covenant, condition or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, warranty, covenant, condition or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.6 Notices:** Any notices provided for herein shall be given in writing by registered or certified mail, return receipt requested or by hand delivery with receipt confirmed in writing, directed to the address shown below, unless notice of a change of address is furnished.

**City of Hudson  
City Clerk  
121 N. Church Street  
Hudson, MI 49247**

**Hudson Township  
Supervisor  
14510 Carleton Road  
Hudson, MI 49247**

- 10.7 **Headings**: The headings of sections in this Agreement are for reference and convenience only and are not necessarily inclusive or descriptive of all matters addressed in this section.
- 10.8 **Entire Agreement**: This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties for the performance of emergency medical services, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be amended or modified other than by an agreement in writing, signed by the party against whom enforcement of the amendment or modification is sought. No person or entity other than the parties is a beneficiary of this Agreement and entitled to enforce same.
- 10.9 **Hold Harmless and Indemnification**: Provider shall hold Hudson harmless and indemnified from any and all damage claims and awards arising from operation of the ALS/BLS services contemplated in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2022.

**WITNESSES**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**PROVIDER- CITY OF HUDSON**

\_\_\_\_\_

**By:** \_\_\_\_\_

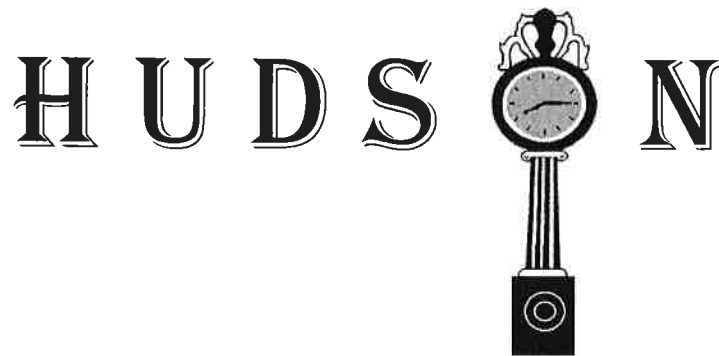
**Its:** \_\_\_\_\_

**HUDSON TOWNSHIP**


\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



**AGENDA ITEM**  
**REVIEW FORM**

<b>ITEM:</b> Emergency purchase for a Thermo Scientific Precision BOD Incubator	<b>SUBMITTED BY:</b> Charles Weir
<b>ACTION REQUESTED:</b> Affirm the purchase of the Thermo Scientific Precision BOD Incubator	<b>DEPARTMENT:</b> City Office.  <b>DATE:</b> April 5, 2022
<p><b><u>SUMMARY:</u></b> The Incubator at the WWTP was failing and Superintendent Ted Hutchison notified me on March 10<sup>th</sup>. We purchased a new Thermo Scientific Precision BOD from NC Labs of Wisconsin Inc, for \$5,143.80.</p> <p>Ted found four quotes:</p> <p>NC Labs - \$4,795.00 USA Blue Book - \$5,777.00 Capitol Scientific - \$5,064.77 Lab Depot - \$6,477.00</p> <p>NC Labs was the lowest amount of \$4,795.00 plus the shipping. The total cost of \$5,143.80.</p>	
<b>RECOMMENDATION:</b> Affirm the purchase of the Thermo Scientific Precision BOD Incubator from NC Labs of Wisconsin Inc. for the total amount of \$5,143.80.	
<b>SIGNATURE:</b> 	<b><u>TITLE:</u></b> City Manager

## Emergency Purchase

Charles Weir <cweir@ci.hudson.mi.us>

Thu 3/10/2022 1:49 PM

To: wccamp1960@hotmail.com <wccamp1960@hotmail.com>; pamelaopel@yahoo.com <pamelaopel@yahoo.com>; mintonl@cass.net <mintonl@cass.net>; morenorichard517@gmail.com <morenorichard517@gmail.com>; cdsword58@hotmail.com <cdsword58@hotmail.com>; Lee Daugherty <daugherty.lee@gmail.com>; nataliesloop@gmail.com <nataliesloop@gmail.com>

Council

FYI, I approved an emergency purchase for a Thermo Scientific Precision BOD Incubator for the WWTP. This piece of equipment is in use every day and is required for lab testing and reporting purposes to the State. The current unit is failing and out of specifications. The failing unit is over 15 years old. I will have this issue on the next Council Meeting agenda. The cost of the unit is around \$5,000.00

Thank You

Charles A. Weir  
City Manager  
City of Hudson  
Ph. 517-448-8983  
C 517-403-1073



Home / Colorimeters, Test Kits, Supplies / 20 cu ft Floor Model Thermo Scientific Precision BOD Incubator, NOTE: 34" WIDE IP-815 (IP815)

## 20 cu ft Floor Model Thermo Scientific Precision BOD Incubator, NOTE: 34" WIDE IP-815 (IP815)

**\$4,795.00**

Floor Model BOD Incubator, 20 cu ft, max 333 bottles

**Outside Dimensions: 34" W x 32" D x 77½" H**

**Note: Pay careful attention to the exterior dimensions.**

1

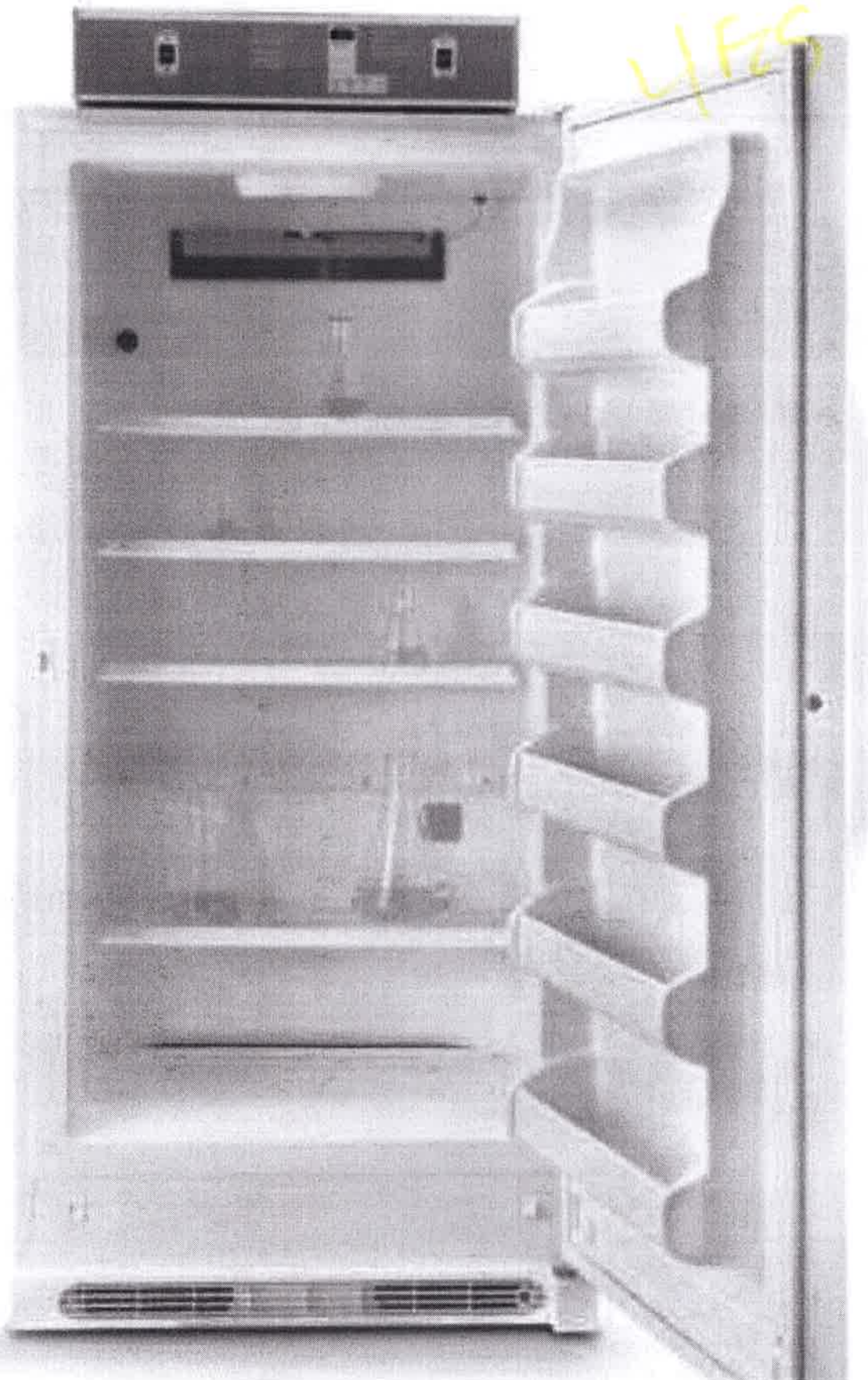
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SKU: IP-815

Categories: Colorimeters, Test Kits, Supplies, Major Equipment

### Related products





# Low Temperature Incubator

21.9 °C

Delay Alarm Cool Heat



Increase



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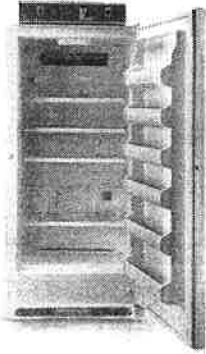


Fisher Scientific

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Weight: 315.0 lbs

Brand: Thermo Scientific (<https://www.usabluebook.com/m-1361-thermo-scientific.aspx>)

## Precision Model 815 BOD Incubator, 115V

- Specifically designed for BOD determinations in large labs
- Holds over 300 BOD bottles

Price:

**\$5,777.00** USD/Each

Need Help? Call 800-548-1234

This refrigerated incubator is specifically designed for labs that perform a large number of BOD tests. With a roomy interior chamber and six shelves, it can hold up to 333 standard BOD bottles. Incubator features microprocessor control, push-button setpoint selection, high and low temperature protection and an easy-to-read digital display. Perform calibrations from the front panel using a simple procedure. Turn off the incubator's cooling capability when it's not in use for significant energy savings.

Mechanical convection and fully gasketed door provide exceptional uniformity. The door can be locked to protect your samples.

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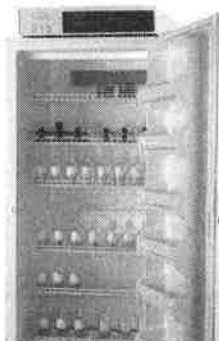


HOME (/) > LAB EQUIPMENT (/LAB-EQUIPMENT) > INCUBATORS (/LAB-EQUIPMENT/INCUBATORS) > REFRIGERATED INCUBATORS (/LAB-EQUIPMENT/INCUBATORS/REFRIGERATED-INCUBATORS) > THERMO SCIENTIFIC® PRECISION® REFRIGERATED INCUBATORS (/LAB-EQUIPMENT/INCUBATORS/REFRIGERATED-INCUBATORS/THERMO-SCIENTIFIC-PRECISION-REFRIGERATED-INCUBATORS) > THERMO SCIENTIFIC® PR505755R PRECISION® DIGITAL REFRIGERATED INCUBATOR WITH SOLID DOOR, 566-LITER/2

# Thermo Scientific® PR505755R Precision® Digital Refrigerated Incubator with Solid Door, 566-Liter/20.0-Cubic Foot Capacity, Temperature Range: -10 to 50°C, Resolution: 0.1°C, 120V/60Hz

- Microprocessor control with easy-to-read display shows actual temperature within 0.1°C
- Push-button controls for temperature setpoint selection
- Forced-air circulation delivers excellent temperature stability
- 566L (20.0cu ft) capacity
- One year parts and labor warranty
- Sold individually
- Manufacturer: Thermo Scientific ELED
- Manufacturer Part No: TS-PR505755R

★★★★★ (0) No Reviews yet





Item Number: I1100-1

**\$5,064.77**

Sold in: Eaches

Unit	MSRP	Your Price	Stock Status	Qty
Each	<del>5,777.00</del>	5,064.77	Lead Time	<input type="text" value="1"/>

**Add to Cart**

**Add to Wishlist**



### Details

This Thermo Scientific® ELED Precision® refrigerated incubator has a 566L (20.0cu ft) capacity. It requires 120V. Thermo Scientific Precision® refri... >

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Thermo Scientific Heratherm Large-Capacity General Protocol Incubators, Gravity Convection

# Thermo Scientific Heratherm Large-Capacity General Protocol Incubators, Gravity Convection



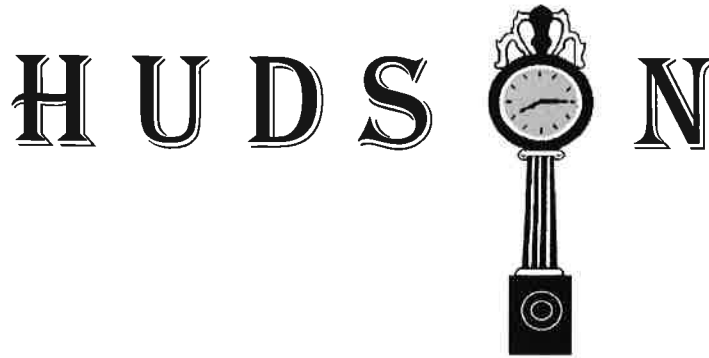
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**AGENDA ITEM**  
**REVIEW FORM**

<b><u>ITEM:</u></b> North Church Street closure for the Chamber of Commerce festival June 18, 2022.	<b><u>SUBMITTED BY:</u></b> Charles Weir City Manager
<b><u>ACTION REQUESTED:</u></b> Approve the closure of North Church Street for the Chamber of Commerce festival.	<b><u>DEPARTMENT:</u></b> City Office <b><u>DATE:</u> April 5, 2022</b>
<b><u>SUMMARY:</u></b>  The Hudson Chamber of Commerce is planning on sponsoring a small festival on June 18, 2022 and is requesting the North Church Street between West Main and Railroad Street be closed to traffic for the festival. The Chamber is requesting the closure for vendors and crafters. They are also requesting a portion of the parking lot on the south side of City Hall for musical groups to perform though out the day.  DPW would assist with the barricading of the street and back portion of the parking lot. The street and parking lot will be closed from 8:00am-5:00pm on June 18, 2022 only. The Chamber of Commerce will notify the residents on North Church Street that they will be affected by the temporary closure.	
<b><u>RECOMMENDATION:</u></b> <b>Approve the closure of North Church Street from West Main Street and Railroad Street for the Chamber of Commerce Festival on June 18, 2022, from 8:00am-5:00pm.</b>	
<b><u>SIGNATURE:</u></b> 	<b><u>TITLE:</u></b> City Manager

March 30, 2022

The Hudson Chamber is planning a small festival for the City on June 18, 2022.

We are requesting approval to close North Church St., between Railroad and Main St., to vehicle traffic on Saturday, June 18, 2022, between the hours of 8am-5pm. We would like to use this area for vendors and crafters.

We would also like to use the parking lot behind the fire station for musical groups to play periodically throughout the day. We considered the parking lot on the west side of Church St., but we would need the availability of electricity.

Thank you for your consideration



## Bills to Council April 5, 2022

### Bills to be Approved

Renius & Renius	\$1,512.50	Assessing Fee - March 2022
American Legion	\$1,020.73	7 gross 12x18 grave flags
Unique Paving Materials	\$1,805.76	18.24 Tons of Cold Patch for the Streets
Total	\$4,338.99	

### Bills to be Confirmed

Unique Paving Materials	\$1,805.76	18.24 tons UPM Cold Mix
Consumers Energy	\$1,672.96	March 2022 Statement - Street Lights
Consumers Energy	\$3,243.06	March 2022 Statement - 107 Mechanic St
Consumers Energy	\$1,496.87	March 2022 Statement - 42 Jackson St
Consumers Energy	\$3,020.59	March 2022 Statement - LED Street Lights
Stryker	\$13,886.17	1st payment for the power cot and lucas unit
Zoll Medical Corporation	\$3,249.50	Repair on Ambulance
BHS Insurance	\$17,304.50	April Quarterly Installment - Liability Insurance
Buehrer Power Equipment	\$1,357.26	Lawn Mower Maintenance
Buehrer Power Equipment	\$1,682.07	2nd Lawn Mower Maintenance
Napoleon Lawn & Leisure	\$1,294.36	TS700 Stihl Chainsaw
Grainger	\$1,056.01	Pipe, Cap, Strut all material for the Residential Lift Station
Briner Oil Company	\$2,428.38	146 gallons of diesel @ \$3.13 213.8 gallons of gas @ \$2.79
		55 gallons of diesel @ \$3.66 150.63 gallons of gas @ \$3.07
		70 gallons of diesel @ \$4.21 121.8 gallons of gas @ \$3.42
		50 gallons of diesel @ \$3.47 313.0 gallons of gas @ \$3.06
Briner Oil Company	\$1,131.28	March 2022 Statement for all departments internet-phone-cable
D & P Communications	\$1,238.72	4 pumps for the Main Lift Stations
USA Blue Book	\$12,563.60	Water and Sewer Bond Interest payments
Michigan Finance Authority	\$45,095.81	DWAM Grant Implementation
Jones & Henry Engineers LTD	\$7,773.35	April 2022 Employee Life Insurance
Lincoln Life Insurance	\$1,136.68	March 2022 Statement - Refuse
Modern Waste Systems	\$9,780.20	
Total	\$132,217.13	

**PLANNING COMMISSION  
121 N. CHURCH STREET – HUDSON MI  
REGULAR MEETING  
January 24, 2022 at 6:30 pm**

The Regular Meeting was called to order by Chairperson Sue Minton at 6:30 p.m.

ROLL CALL: PRESENT: Sue Minton, Brad VandeZande, Jack Donaldson, Rob Hall  
Watson Clark, Willis Terrill, and Daniel Schudel,

ABSENT: Joseph Yeider, Sean Williams

OTHERS: Council Member Carl Sword, City Manager Charles Weir and City Clerk  
Jeaniene McClellan

**ORDERS OF THE DAY:**

\*\*\*\*\* Joseph Yeider arrived at 6:31 pm \*\*\*\*\*

\*\*\*\*\* Sean Williams arrived at 6:32 pm \*\*\*\*\*

**Setting the Agenda:**

**Add Downtown Benches and 788 N Maple Grove Ave**

**Minutes dated November 22, 2021:**

Motion by Watson Clark, seconded by Brad VandeZande, to **approve the minutes dated November 22, 2021. CARRIED** by voice vote.

**NEW BUSINESS:**

**Capital Improvement Plan 2022-2028:**

**CAPITAL IMPROVEMENT PLAN  
2022-2028**

BUDGET YEAR	IMPROVEMENT	ESTIMATED COST (INC. GRANTS)
Current FY 21 - 22	Lift Stations Upgrades Water Meter Replacement (Ongoing) Fire Hydrant Replacement (Ongoing) DWAM Grant Service Line Identification Replacement Pump WWTP ALS Equipment (Power Cot / Lucas Device)	\$ 260,000 \$ 30,000 \$ 15,000 \$ 294,000 \$ 18,000 \$ 41,000

22 - 23	Cemetery Expansion Development Street Signage Replacement Local Street Improvements Water Meter Replacement (Ongoing) New Ambulance or Loan Pay Off of Ambulances 3 Phase 40 K W Generator Lead Service Line Identification (Grant Funded) Fire Station Sinking Floor repair	\$ 20,000 \$ 10,000 \$ 19,000 \$ 15,000 \$ 160,000-170,000 \$ 40,000 \$ 300,000 \$ 20,000
23 - 24	N Maple Grove Reconstruction Design (Phase 2) New Patrol Vehicle Water Meter Replacement (ongoing) Local Street Improvements Lead Service Line Replacement I.D. (Grant)	\$ 150,000 \$ 50,000 \$ 15,000 \$ 19,000 \$ 300,000
24 - 25	N Maple Grove Reconstruction (Phase 2) Water Meter Replacement (finish) Local Street Improvements Lead Service Line Replacement I.D. (Grant)	\$1,000,000 \$ 15,000 \$ 50,000 \$ 300,000
25 - 26	N Maple Grove Reconstruction (Phase 3)Design/Eng DPW Dump Truck Replacement Lead Service Line Replacement Local Street Improvements	\$ 80,000 \$ 150,000 \$ \$ 50,000
26 - 27	Lead Service Line Replacement Local Street Improvements	\$ \$ 50,000
26 - 27	Lead Service Line Replacement Local Street Improvements	\$ \$ 50,000

Approved by City of Hudson Planning Commission on January 24, 2022

**Capital Improvement Plan 2022-2028:**

Motion by Watson Clark, seconded by Will Terrill, to **approve the Capital Improvement Plan 2022-2028 as amended and forward to Council.** CARRIED by voice vote.

### **Down Town Benches:**

The students at CSI here in Hudson would like to build four benches for the downtown area for people to sit on. They would be there during the spring, summer, and fall months but store them in the winter months to clean the sidewalks from snow.

Chair person Sue Minton would like for them to make sure they have a back to them.

Motion by Will Terrill, seconded by Sean Williams, to **approve for CSI students to build four benches with backs for the downtown area.** CARRIED by voice vote.

### **788 N Maple Grove Avenue:**

The residents at 788 N Maple Grove will be tearing down their house and replacing it with a modular home. During the tear down they would like to be able to stay in a travel trailer on their property.

The commissioners have asked for the owners of 788 N Maple Grove to come back at the February meeting since they have more questions about the process.

### **VISITORS BEFORE COMMISSION:**

There were no visitors before Commission.

### **CITY MANAGER'S REPORT:**

- Jay Best, Jeff Vanderlooven and Charles Weir met with Jones & Henry on the Wednesday, January 12<sup>th</sup>, to start the Drinking Water Asset Management (DWAM) Grant work. The random list of the 187 locations to identify lead and copper service lines has been generated. Letters will be drafted and sent to the homeowners and businesses where the work will be done. DPW will be making contact with the owners to identify the service line materials inside of the homes and businesses as required by the grant.
- Linda Cross and Charles Weir met with Bob Wendt and Phoebe Mier from the Lenawee County Economic Crimes Unit to discuss the move forward with the City Income Tax violation again. This will be a more economical way of dealing with non-filers and collecting outstanding City Income Tax due to the City. Linda is currently showing an outstanding balance of \$40,000.00 owed. We anticipate more once we get caught up.
- City Manager will be meeting with City Hall Staff along with Brandon Hudson Mike Sessions about the work flow and duties at City Hall. Over the past four months it is clear that four full time employees in the City Hall is not adequate for the work load. We will be looking at options to solve the issue.
- City Manager sent out emails to the Michigan Treasury checking the status of the City's Corrective Action Plan and the Deficit Elimination Plans. The State is asking for more information.
- The City has an opening on the Board of Review that needs to be filled. We are currently advertising to fill the vacancy. The City is supposed to have three members on the Board of Review but can legally function with two.

### **COMMISSION COMMENTS:**

**ADJOURNMENT:**

Motion by Sean Williams seconded by Will Terrill, to **adjourn the meeting at 7:35 p.m.**

ATTEST:

  
\_\_\_\_\_  
Jeaniene McClellan, City Clerk

**PLANNING COMMISSION  
121 N. CHURCH STREET – HUDSON MI  
REGULAR MEETING  
February 28, 2022 at 6:30 pm**

The Regular Meeting was called to order by Commissioner Brad VandeZande at 6:31 p.m.

ROLL CALL: PRESENT: Brad VandeZande, Jack Donaldson, Rob Hall, Watson Clark, Willis Terrill, Sean Williams and Daniel Schudel,

ABSENT: Joseph Yeider, Sue Minton

OTHERS: Justin & Aiden Stewart, Council Member Carl Sword, City Manager Charles Weir and City Clerk Jeaniene McClellan

**ORDERS OF THE DAY:**

**Excuse Absent Members:**

Motion by Rob Hall, seconded by Jack Donaldson, to **excuse the absent members with grace from the meeting.** CARRIED by roll call vote. 5-2 (Clark, Donaldson, Hall, Terrill, Williams – yes Schudel and VandeZande – no)

**Minutes dated January 24, 2022:**

Motion by Rob Hall, seconded by Will Terrill, to **approve the minutes dated January 24, 2022 and place on file.** CARRIED by roll call vote. 7-0

**NEW BUSINESS:**

**437 McKenzie Street:**

Justin Stewart asked the Commission to consider re-zoning his property from Residential to Agricultural so he can teach his son responsibly and to learn different ways of being self sustaining by raising chickens.

Commissioner Hall stated that they can not spot rezone properties.

To raise chickens in the City limits the ordinances would have to be changed and certain criterions would have to be meet. Such as the size of the property and the number of chickens.

**VISITORS BEFORE COMMISSION:**

There were no visitors before Commission.

**CITY MANAGER'S REPORT:**


- DPW has started the Service Line home inspections for the DWAM Grant. Jay is also looking into all of the commercial accounts in the City to identify meter sizes. By doing this the City can look into a possible alternative billing for the commercial accounts which may be more equitable when billing customers for water and sewer services. This will take time to research and make possible changes going forward.

- DPW had two more water line breaks, one on Hemlock Street and the other on North Street. So far we have had six water main breaks this winter.
- Hudson Police Department is in the process of hiring another part-time officer. Chief Keck has not received any applications or notices of intent for the full-time position at this point. HPD is still managing to provide 24/7 coverage but it is requiring the full-time staff to adjust their hours to make it happen.
- The Waste Water Treatment Plant had several alarms with the melting snow and heavy rains. The plant has a maximum flow rate of 420,000 design flow. The plant had to be switched over to high flow mode. Ted reported that the plant pumped over 1.5 million gallons in 24 hours. The actual number was over 2 million gallons as the flow graph tops out at 1.5 million. Ted and Josh managed the high water to the best of their ability and things are running smooth again at this point. The plant is still having issues with inflow and infiltration (storm water and groundwater entering the wastewater system).
- The Combined Account, Payroll, and Payables accounts will be moved to County National Bank this week. Old National Bank will still have the ALS Membership Account, DDA, HPD Drug Enforcement and Abandon Property accounts, and one CD.
- Reminder Council of the Whole meeting March 8, 2022 at 7:00 pm at the HFD Training Room. We will be discussing the budget and other items coming up in the new fiscal year.
- Jay Best and Charles Weir met with Joan Mende of Mende Engineering Solutions about the sinking floor in bay one of the Fire Department. After the consultation we will be televising the drain in the floor and likely do a boring in the slab and looking through to see what is under or not under the sinking portion of the slab to get an idea of what needs to be done to fix it.
- Charles Weir emailed the Planning Commission and Council Members information on webinar training's through the MSU extension and the Michigan Department of Treasury. Capital Management and Planning June 14<sup>th</sup>. Budgeting for Fiscal Sustainability February 24<sup>th</sup>, and Managing Internal Controls July 13<sup>th</sup>, August 4<sup>th</sup>, October 4<sup>th</sup>, and November 1<sup>st</sup>.

**COMMISSION COMMENTS:**

**ADJOURNMENT:**

Motion by Watson Clark seconded by Rob Hall, to **adjourn the meeting at 7:08 p.m.**

ATTEST:   
 Jeaniene McClellan, City Clerk