

CITY COUNCIL
121 N CHURCH STREET, HUDSON, MI
REGULAR MEETING
April 16, 2024 at 7:00 P.M.

A G E N D A

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ORDERS OF THE DAY**
 - A. Excuse Absent Members(s)
 - B. Setting the Agenda
 - C. Approval of Minutes of March 19, 2024
- V. PUBLIC COMMENT**
- VI. NEW BUSINESS**
 - A. Show Cause Hearing: Article III Dangerous Structures – 207 Washington Street
 - B. Show Cause Hearing: Article III Dangerous Structures – 210 West Street
 - C. Show Cause Hearing: Article III Dangerous Structures – 138 Lafayette Street
 - D. Approve: 30 Year Service Award – Tim Jewell
 - E. Authorize: 5K Run Event – Road Closure
 - F. Authorize: Cars For Kids
 - G. Approve: Rental Contract Renewal for the 217 W Main Street
 - H. Approve: D & P Facilities Easement Agreement
 - I. Discussion: Budget FY 2024-2025
- VII. UNFINISHED BUSINESS**
 - A. Bills
 - B. Account Balances and Check Register
 - C. Department Head Reports
- VIII. MINUTES FROM OTHER BOARDS AND COMMISSIONS**
 - A. Recreation Advisory Board dated March 11, 2024
 - B. Planning Commission dated March 25, 2024
- IX. CITY MANAGER'S REPORT**
- X. COUNCIL COMMENTS**
- XI. ADJOURNMENT**

Jeaniene McClellan, City Clerk

** MINUTES FOR THIS MEETING WILL BE AVAILABLE AT HUDSON CITY OFFICE **
** 121 N. CHURCH STREET, HUDSON, MI 49247 **

NOTE: Anyone planning to attend the meeting who has a need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (517) 448-8983 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary arrangements to provide necessary reasonable accommodations.

CITY COUNCIL
121 N CHURCH STREET, HUDSON, MI
REGULAR MEETING
March 19, 2024 at 7:00 p.m.

748074:

The regular meeting was called to order by Mayor Daniel Schudel at 7:00 pm. in the Council Chambers.

ROLL CALL: PRESENT: Daniel Schudel, Lisa Enerson, Natalie Loop, Sherry Kirkland and Carl Sword

ABSENT: Rick Moreno

ALSO PRESENT: Tammy Jewell, WWTP Superintendent Joshua Mattek, DPW Superintendent Jay Best, Ambulance Director Jim Stevens, Police Chief Ron Keck, Sara Schudel, Candi Best, Matthew Witte, John Greiner, City Manager Charles Weir and City Clerk Jeaniene McClellan

ORDERS OF THE DAY:

Excuse Absent Members:

748075:

Motion by Lisa Enerson, seconded by Natalie Loop to excuse Rick Moreno from the meeting. CARRIED 5-0 by roll call

Approval of Minutes of March 5, 2024:

748076:

Motion by Natalie Loop, seconded by Sherry Kirkland to approve the minutes of March 5, 2024 and place on file. CARRIED 5-0 by roll call

PUBLIC COMMENT:

Matthew Witte – Invite all the elected officials to an event for election data. This event will be at Hooligans Restaurant in Adrian at 11:00 am on May 22, 2024. There will also be a public meeting in the evening at the same location for anyone else who would like to hear Dr Douglas Frank.

NEW BUSINESS:**Appointment: Vacant Council Seat:**

On February 23rd Teresa Frantz resigned from the City Council. Per City Charter, anytime there would be a vacancy on an elective office, city council needs to appoint someone to fill the seat until the Monday after the regular election. The date for this will be November 11, 2024.

If Council does not fill the seat within 30 days, March 24, 2024, the City would have to have a special election. The last election cost was over \$2,000.

We have two people who have given the clerk their letter of intention to fill the open seat until November 11th. The first person is Brandi L. Clark and the second person is Bruce VanWieren. They both meet all the requirements to fill the seat. Mr VanWieren will not be in Michigan until the end of April.

748077:

Motion by Lisa Enerson, seconded by Carl Sword **appoint Brandi Clark to the vacant Council Seat until November 11, 2024.** CARRIED 5-0 by roll call

OATH OF OFFICE FOR NEWLY APPOINTED COUNCIL MEMBER:

City Clerk Jeaniene McClellan administered the Oath of Office to new Council Member Brandi Clark.

***** *Rick Moreno arrives at 7:12 pm* *****

Retiree Health Insurance Benefit:

At the February 6, 2024, Council meeting, City Council was reviewing and approving the update to the Employee Handbook. At that time the Council voted to remove part of section 317 Retiree Health Plan.

At the February 20, Council meeting the Council had further discussion about the removal of this section and the Council requested the City Manager to investigate the Retiree Health Plan and bring it back for further consideration (Number of employees, costs).

Per the City's Health Insurance carrier, the City would be required to pay a minimum of 50% of the monthly premium. The employee must be 62 years of age and have 30 years of service to the city.

The city currently has one employee that is eligible now and two more that will be eligible over the next two years. If the current employee was to retire with the benefit it would cost the city \$559.00 a month at 50%. This is for the employee only. If the spouse is covered as well, it would be \$1,118.00 a month.

This would cost the city \$13,416 or \$26,832.00 (over a two-year period) until the employee reached the age of 65 when he would come off and go on Medicare. The remaining two employees could potentially follow suit. This also depends on if the employees work beyond 62 years of age.

Looking at additional future employees that may take advantage of the benefit, once the above-mentioned 3 employees are on Medicare there would be a (6) six-year gap before the city would have to pay for another retiree's medical insurance if the Retiree Group Health Plan was reinstated.

748078:

Motion by Lisa Enerson, seconded by Sherry Kirkland **approve to reinstate the current 3 employees only to be grandfathered in the Retiree Health Insurance Benefit that will be eligible to have coverage until the age 65 with the City paying 50% of the insurance premium. After 2027 the Retiree Health Insurance Benefit will no longer be available.** CARRIED 5-2 by roll call (Schudel, Enerson, Clark, Kirkland, Moreno – yes Loop, Sword – no).

Approve: Lenawee County Hazard Mitigation Plan:

The previous Lenawee County Hazard Mitigation Plan was approved in 2012. The update on this new plan started in 2020 and involved emergency services representatives and government officials of all the cities, villages, and townships in Lenawee County. The 2023 Lenawee County Plan was approved by FEMA on August 25, 2023.

The Lenawee County Emergency Management Coordinator, Criag Tanis, is in the process of having all the governing bodies that helped develop the updated plan adopt it officially by resolution. By adopting the plan by resolution, it gives the city the ability to have access to FEMA resources should the city experience a large-scale hazard incident.

Mr Weir has forwarded the 2023 Lenawee County Hazard Mitigation Plan document to the City Council for review and approval.

748079:

Motion by Natalie Loop, seconded by Lisa Enerson **approve the resolution adopting the August 25, 2023, Lenawee County Hazard Mitigation Plan.** CARRIED 7-0 by roll call

UNFINISHED BUSINESS:

Bills:

Bills to Council
March 19, 2024

Bills to be Approve

Total	\$0.00	

Bills to be Confirmed

Nickel & Saph	\$7,251.80	4 th Install on Package
Nickel & Saph	\$6,704.20	4 th Install on Property
Stevens Disposal	\$10,657.00	Monthly Refuse
Jones & Henry	\$15,883.05	DWAM
Total	\$40,496.05	

748080:

Motion by Carl Sword, seconded by Rick Moreno **approve to pay the bills.** CARRIED 7-0 by roll call

Account Balances and Check Register:

Account Balances:

General Fund	\$664,874.81
Cemetery Trust Fund	\$ 0.00
Major Street Fund	\$252,297.28
Local Street Fund	\$ 58,760.23
Fire Department Fund	\$105,660.76
Recreation Fund	\$ 2,432.23

Cemetery Foundation	\$ 20,449.85
Ambulance	\$127,053.07
Community Center	\$ 34,607.79
Income Tax Fund	\$ 29,166.74
Downtown Development	\$ 43,170.76
L D F A	\$ 0.00
Thompson Museum Fund	\$ 23,863.42
Museum Fund	\$ 310.94
Industrial Park Fund	\$ 17,698.48
2021 Capital Improvement Bond Fund	\$ 97,781.77
Water and Sewer Fund	\$197,781.97
Motor Veh and Equip Fund	\$100,480.96
Property Tax Collection	\$ 0.00
Payroll Fund	\$ 33,669.19
Sidewalk Fund	\$ 16,667.28

748081:

Motion by Rick Moreno, seconded by Natalie Loop **to accept the account balances and check register and place on file.** CARRIED 7-0 by roll call

Department Head Reports:**748082:**

Motion by Rick Moreno, seconded by Sherry Kirkland **to accept the department head reports and place on file.** CARRIED 7-0 by roll call

MINUTES FROM OTHER BOARDS AND COMMISSIONS:**Recreation Advisory Board dated March 11, 2024:****748083:**

Motion by Lisa Enerson, seconded by Rick Moreno **to accept the Recreation Advisory Board minutes dated March 11, 2024 and place on file.** CARRIED 7-0 by roll call

Planning Commission dated March 1, 2024**748084:**

Motion by Lisa Enerson, seconded by Natalie Loop **to accept the Planning Commission minutes dated March 1, 2024 and place on file.** CARRIED 7-0 by roll call

CITY MANAGER'S REPORT:

- The Recreation Advisory Board is working on identifying the five top priorities for the parks and trails. There was some good discussion on addressing some of the general maintenance of the parks that could be done at minimal expense. There was talk about getting volunteers from the community to help with cleanup and painting. The goal is to have the updated Recreation Plan completed by summer and have it approved by the DNR for possible grant opportunities in 2025.

- EGLE is requiring that TSC put the drain run off retention pond on the back side of the property instead of in front by Meridian Road. We received an updated drawing, and it was shared with the Planning Commission with no concerns. We are still waiting for EGLE to approve the new watermain, but they still are on schedule for groundbreaking in April.
- The masonry work at the public works building has been completed. Mr Weir had the contractor (Chapman’s Restoration Contracting) look at the limestone repair needed on the library building. Mr. Chapman would not be able to make the repairs, but he was able to consult with some other companies that do limestone repairs, and he was advised that the whole limestone piece would have to be replaced. The piece itself would be \$13,000.00. With labor and equipment costs, the repair would be \$25,000.00 - \$30,000.00.
- City staff and the department heads are starting to work on the 2024-2025 budget. Treasurer Megan Thompson has put out spread sheets to the department heads for their input on their budgets for consideration.
- The annual property tax settlement for 2023 has been completed and will be submitted to the Conty Treasurer on Monday March 18th. The city is expected to receive over \$42,000 in June for the back taxes owed.
- Mr Weir has reached out to a contractor for the updating the city Master Plan under the grant received from MSHDA. He anticipates that he will have a quote for the work to be done over the next few weeks.

COUNCIL COMMENTS:

ADJOURNMENT:

748085:


Motion by Rick Moreno, seconded by Sherry Kirkland to **adjourn the meeting at 7:45 pm**

APPROVED: _____
Daniel Schudel, Mayor

ATTEST: _____
Jeaniene McClellan, City Clerk



AGENDA ITEM - REVIEW FORM

ITEM: Show Cause Hearing – Article III Dangerous Structures – 207 Washington St	SUBMITTED BY: City Manager Charles A Weir
ACTION REQUESTED: Conduct a hearing per Section 5-56 of Article III of the City Code to determine if 207 Washington St. shall be considered a dangerous building, and if so, order the owner to repair or demolish the building.	DEPARTMENT: City Manager DATE: April 16, 2024
SUMMARY: Section 5-56 of the City Code (attached) governs the procedures for dealing with properties deemed by the City building inspector to be dangerous buildings. On April 4, 2023 a letter was sent from our building inspector to the owner to fix the property. Then again on March 4, 2024 a second letter was sent. The property now is in bad shape but the City Staff still has not heard from the property owner and the items in the letter still has not been addressed. Per City Code, the next step is for Council to hold a hearing to hear facts and officially determine whether the building in question is unsafe, and if so, to issue an order requiring the owner to repair or demolish the building within 10 days. If the owner fails to comply, the City then has the authority to refer the matter to the City Attorney to have the building demolished and the costs assessed as a lien on the property.	
RECOMMENDATION: Hear facts regarding the building at 207 Washington Street and determine whether it is a dangerous building, and if so, approve the resolution to order the owner to repair or demolish the building within 10 days.	
SIGNATURE: 	TITLE: City Manager

- (a) Upon receipt of a report of the building inspector, as provided for in section 5-55, the city clerk shall give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the county, to appear before the city on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building inspector's notice provided for in section 5-55.
- (b) On the date provided the city council shall hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in such building shall offer relative to the dangerous building.
- (c) The city council shall make findings of fact from the testimony offered as to whether or not the building in question is a dangerous building within the terms of this article which the clerk shall reduce to writing.
- (d) The city council shall issue an order based upon findings of fact made pursuant to subsection (c) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the register of deeds of the county, to repair, vacate or demolish any building found to be a dangerous building within the terms of this article and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing such dangerous building; or any person not the owner of such building may demolish such dangerous building at his own risk to prevent the acquiring of a lien by the city against the land upon which such dangerous building stands, as provided in subsection (e) of this section.
- (e) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in subsection (d) of this section within ten days, the building inspector shall cause such building or structure to be repaired, vacated or demolished as the facts may warrant, under the standards provided for in this article and shall, with the assistance of the city attorney, cause the costs of such repair, vacation, or demolition to be charged against the land on which the building existed as a special assessment against the land upon which the building stands or did stand in accordance with chapter 14 of this Code, or to be recovered in a suit at law against the owner, provided that in cases where such procedure is desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of this city, the city manager may notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building.
- (f) The city clerk shall report to the city attorney the names of all persons not complying with the order provided for in subsection (d) of this section.

CITY OF HUDSON



121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339

April 4, 2023

Rachel Villarreal
207 Washington St.
Hudson, MI 49247

Subject: 207 Washington St.

Our department was requested by the City of Hudson do an evaluation of the structure at **207 Washington St.** due to safety concerns about the exterior condition of the property. Evaluation was performed from adjacent roadways and public ways. The following items were noted:

1. Shingles are showing signs of decay.
2. A portion of the rear roof is tarped.
3. East side fascia is decaying.
4. On the east side there is exposed insulation where it appears a chimney was removed.
5. The west side has open roof structure near the eave.

Michigan Residential Code and International Property Maintenance Code, both adopted by the City of Hudson, require a weather resistant and weather tight exterior structure. Repairs are required to maintain a weather/rodent resistant envelope, and for structural integrity of the home. Please contact our office within 10 days as to a proposed time schedule for repairs. Failure to do so may result in conditions worsening and/or could necessitate the City of Hudson referring this matter for possible enforcement action. Your prompt response would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Ray Taylor".

Ray Taylor
Building Inspector

Cc: City of Hudson Clerk

benefits:

receipt, see a retail
to receive a duplicate
no additional fee, present this
marked Certified Mail receipt to the
date.
delivery service, which provides
to the addressee specified by name, or
the addressee's authorized agent.
Adult signature service, which requires the
signature to be at least 21 years of age (not
available at retail).
- Adult signature restricted delivery service, which
requires the signature to be at least 21 years of age
and provides delivery to the addressee specified
by name, or to the addressee's authorized agent
(not available at retail).
- To ensure that your Certified Mail receipt is
accepted as legal proof of mailing, it should bear a
USPS postmark. If you would like a postmark on
this Certified Mail receipt, please present your
Certified Mail item at a Post Office™ for
postmarking. If you don't need a postmark on this
Certified Mail receipt, detach the barcoded portion
of this label, affix it to the mailpiece, apply
appropriate postage, and deposit the mailpiece.

purchase
the purchase
change the
included with
with a proper
mailpiece, you may request
service, which provides a record
including the recipient's signature).
request a hardcopy return receipt or an
electronic version. For a hardcopy return receipt,
use PS Form 3811, *Domestic Return*
receipt; attach PS Form 3811 to your mailpiece;
Form 3800, April 2015 (Reverse) PSN 7530-02-000-90-7

IMPORTANT: Save this receipt for your records.

CITY OF
HUDSON

121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339



March 4, 2024

Rachel Villarreal
207 Washington St.
Hudson, MI 49247

Subject: 207 Washington St.

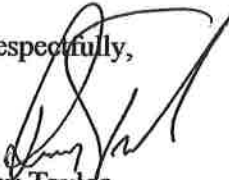
SECOND NOTICE

Our department was requested by the City of Hudson do an evaluation of the structure at **207 Washington St.** due to safety concerns about the exterior condition of the property. Evaluation was performed from adjacent public ways. The following items were noted. You were previously sent notice on 4/4/23.

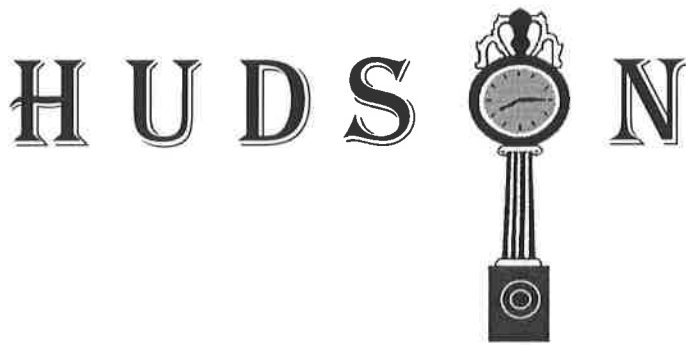
1. Shingles are showing signs of severe decay in areas.
2. The east rear roof is tarped.
3. East fascia is decaying.
4. There is exposed wall insulation on the east side where it appears a chimney was removed and partially covered over with steel siding panels.
5. The west side rear has open roof structure at the eave.
6. West and front gutters are falling.

The Michigan Residential Code and International Property Maintenance Code requires a weather resistant and weather tight exterior structure. Repairs are required to maintain a weather/rodent resistant envelope, and for structural integrity of the home. Repair of these items is required immediately to safeguard the building structure and the general public. Please contact the City of Hudson within 10 days as to a proposed acceptable time frame for repairs. Failure to do so may result in this property being posted as "Unsafe" under Michigan Building Code section 116 and Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson. Your prompt response would be greatly appreciated.


Respectfully,


Ray Taylor
Building Inspector

Cc: City of Hudson Manager



AGENDA ITEM - REVIEW FORM

ITEM: Show Cause Hearing – Article III Dangerous Structures – 210 West St	SUBMITTED BY: City Manager Charles A Weir
ACTION REQUESTED: Conduct a hearing per Section 5-56 of Article III of the City Code to determine if 210 West St. shall be considered a dangerous building, and if so, order the owner to repair or demolish the building.	DEPARTMENT: City Manager DATE: April 16, 2024
SUMMARY: Section 5-56 of the City Code (attached) governs the procedures for dealing with properties deemed by the City building inspector to be dangerous buildings. On March 4, 2024 a letter of Order of Unsafe Structure was sent to the owner to fix the property. The City Staff has not heard from the property owner and the items in the letter still has not been addressed. This was the second letter to this property, the first letter was back on August 9, 2018. At that time, the owners promised to fix the property when their income taxes came back. The repairs were not done. Per City Code, the next step is for Council to hold a hearing to hear facts and officially determine whether the building in question is unsafe, and if so, to issue an order requiring the owner to repair or demolish the building within 10 days. If the owner fails to comply, the City then has the authority to refer the matter to the City Attorney to have the building demolished and the costs assessed as a lien on the property.	
RECOMMENDATION: Hear facts regarding the building at 210 West Street and determine whether it is a dangerous building, and if so, approve the resolution to order the owner to repair or demolish the building within 10 days.	
SIGNATURE: 	TITLE: City Manager

- (a) Upon receipt of a report of the building inspector, as provided for in section 5-55, the city clerk shall give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the county, to appear before the city on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building inspector's notice provided for in section 5-55.
- (b) On the date provided the city council shall hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in such building shall offer relative to the dangerous building.
- (c) The city council shall make findings of fact from the testimony offered as to whether or not the building in question is a dangerous building within the terms of this article which the clerk shall reduce to writing.
- (d) The city council shall issue an order based upon findings of fact made pursuant to subsection (c) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the register of deeds of the county, to repair, vacate or demolish any building found to be a dangerous building within the terms of this article and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing such dangerous building; or any person not the owner of such building may demolish such dangerous building at his own risk to prevent the acquiring of a lien by the city against the land upon which such dangerous building stands, as provided in subsection (e) of this section.
- (e) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in subsection (d) of this section within ten days, the building inspector shall cause such building or structure to be repaired, vacated or demolished as the facts may warrant, under the standards provided for in this article and shall, with the assistance of the city attorney, cause the costs of such repair, vacation, or demolition to be charged against the land on which the building existed as a special assessment against the land upon which the building stands or did stand in accordance with chapter 14 of this Code, or to be recovered in a suit at law against the owner, provided that in cases where such procedure is desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of this city, the city manager may notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building.
- (f) The city clerk shall report to the city attorney the names of all persons not complying with the order provided for in subsection (d) of this section.

CITY OF

H U D S O N

121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339



July 17, 2018

Roger Smith
210 West St.
Hudson, MI 49247

Subject: 210 West St.

Our department was provided an arial photo by the City of Hudson of the detached garage at **210 West St.** The photo shows an open garage roof with roof framing members exposed. Demolition or repair of the garage is required immediately to safeguard the building structure and the general public. Demolition or repair should commence within 15 days of the date of this notice. Failure to do so may result in this property being posted as "Unsafe" under Michigan Building Code section 116 and Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson. Please contact the City of Hudson office within 5 days of the date of this notice as to an acceptable time frame for scheduling of demolition or repairs. A Building Permit will be required for either option. Your prompt attention to this matter would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Ray Taylor", is written over a faint, larger signature.

Ray Taylor
Building Inspector

Cc: Steven Hartsel, City of Hudson Manager

CITY OF
H U D S O N

121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339

August 9, 2018

Roger Smith
210 West St.
Hudson, MI 49247

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Roger Smith</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7015 1520 0002 4299 9237

ORDER OF UNSAFE STRUCTURE

Pursuant to Section 116 of the 2015 Michigan Building Code of the City of Hudson/State of Michigan: Unsafe Structures & Equipment; and Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson.

On 7/17/18 you were sent notice about the detached garage at 210 West St. with an open roof with framing members exposed. The notice informed you that repair or demolition of the garage was required to safeguard the building structure and the general public. Per the notice, work towards either was to commence within 15 days, and you were requested to contact the City of Hudson office within 5 days as to a time frame for repair or demolition. As of this date no contact has been made to the City of Hudson, and our department has been advised that there has been no change to the site condition. Therefore, the garage is declared Unsafe by this agency.

This should not be considered a full list of items requiring repair, but as the minimum basis in determining this notice.

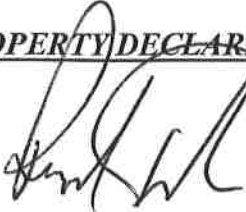
Therefore, this building has been found to be a dangerous building by the building inspector. This notice is to remain in effect until it is repaired or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building and all other persons having an interest in such building as shown by the land records of the Register of Deeds of the County of Lenawee. It is unlawful to violate this notice until such notice is complied with.

Per Section 5-58 Emergency cases of Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson, this structure is deemed an immediate danger to the health or safety of the public, and is therefore referred to the City of Hudson for immediate corrective action at their discretion.

YOU ARE HEREBY REQUIRED TO:

Contact the City of Hudson to declare within five (5) business days of the date of this notice as to an acceptable proposed time schedule for repairs or demolition. Building Permits from this office are required for either option. Should you refuse or neglect to comply with the requirements of this order to: Abate the Unsafe Conditions; the matter will be referred to City of Hudson council for enforcement action.

PROPERTY DECLARED UNSAFE – August 9, 2018



Raymond Taylor
Building Inspector

Cc: Steven Hartsel, City of Hudson manager

CITY OF
HUDSON

121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339



March 4, 2024

Stefani Smith
210 West St.
Hudson, MI 49247

ORDER OF UNSAFE STRUCTURE

Pursuant to Section 116 of the 2015 Michigan Building Code of the City of Hudson/State of Michigan: Unsafe Structures & Equipment; and Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson.

At the request of the City of Hudson, an exterior inspection from public ways of the property at 210 West St., City of Hudson, Lenawee County, has determined the detached garage a danger and therefore; declared unsafe by this agency. The following items were noted from this inspection:

1. The roof of the detached garage has collapsed.
2. Also noted for property maintenance consideration is paint is peeling on the house, and there are openings in fascia that require repair.

This should not be considered a full list of items requiring repair, but as the minimum basis in determining this notice.

Therefore, this detached garage has been found to be a dangerous building by the building inspector. This notice is to remain in effect until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building and all other persons having an interest in such building as shown by the land records of the Register of Deeds of the County of Lenawee. It is unlawful to violate this notice until such notice is complied with.

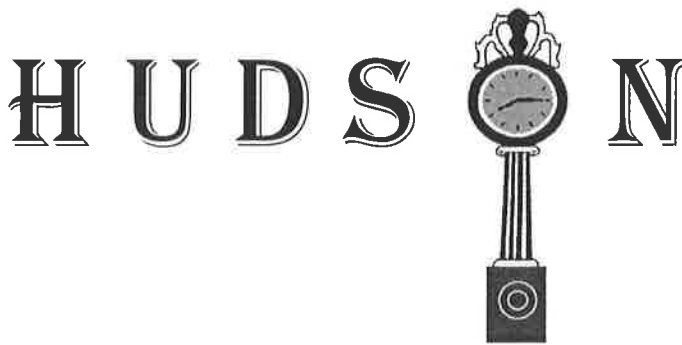
YOU ARE HEREBY REQUIRED TO:

Contact this department to declare within ten days of the date of this notice as to an acceptable proposed time schedule for demolition or repairs of the garage, and repairs to fascia on the dwelling. Building Permits from this office are required for either option. Should you refuse or neglect to comply with the requirements of this order to: Abate the Unsafe Conditions; the matter will be referred to City of Hudson council for possible enforcement action.


DETACHED GARAGE DECLARED UNSAFE – March 4, 2024


Raymond Taylor
Building Inspector

Cc: City of Hudson Manager



AGENDA ITEM - REVIEW FORM

ITEM: Show Cause Hearing – Article III Dangerous Structures – 138 Lafayette St	SUBMITTED BY: City Manager Charles A Weir
ACTION REQUESTED: Conduct a hearing per Section 5-56 of Article III of the City Code to determine if 138 Lafayette St. shall be considered a dangerous building, and if so, order the owner to repair or demolish the building.	DEPARTMENT: City Manager DATE: April 16, 2024
SUMMARY: Section 5-56 of the City Code (attached) governs the procedures for dealing with properties deemed by the City building inspector to be dangerous buildings. On March 4, 2024 a letter of Order of Unsafe Structure was sent to the owner to fix the property. The City Staff has not heard from the property owner and the items in the letter still has not been addressed. Per City Code, the next step is for Council to hold a hearing to hear facts and officially determine whether the building in question is unsafe, and if so, to issue an order requiring the owner to repair or demolish the building within 10 days. If the owner fails to comply, the City then has the authority to refer the matter to the City Attorney to have the building demolished and the costs assessed as a lien on the property.	
RECOMMENDATION: Hear facts regarding the building at 138 Lafayette Street and determine whether it is a dangerous building, and if so, approve the resolution to order the owner to repair or demolish the building within 10 days.	
SIGNATURE: 	TITLE: City Manager

Sec. 5-56. - City council hearing.

- (a) Upon receipt of a report of the building inspector, as provided for in section 5-55, the city clerk shall give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the county, to appear before the city on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building inspector's notice provided for in section 5-55.
- (b) On the date provided the city council shall hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in such building shall offer relative to the dangerous building.
- (c) The city council shall make findings of fact from the testimony offered as to whether or not the building in question is a dangerous building within the terms of this article which the clerk shall reduce to writing.
- (d) The city council shall issue an order based upon findings of fact made pursuant to subsection (c) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in such building, as shown by the land records of the register of deeds of the county, to repair, vacate or demolish any building found to be a dangerous building within the terms of this article and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing such dangerous building; or any person not the owner of such building may demolish such dangerous building at his own risk to prevent the acquiring of a lien by the city against the land upon which such dangerous building stands, as provided in subsection (e) of this section.
- (e) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in subsection (d) of this section within ten days, the building inspector shall cause such building or structure to be repaired, vacated or demolished as the facts may warrant, under the standards provided for in this article and shall, with the assistance of the city attorney, cause the costs of such repair, vacation, or demolition to be charged against the land on which the building existed as a special assessment against the land upon which the building stands or did stand in accordance with chapter 14 of this Code, or to be recovered in a suit at law against the owner, provided that in cases where such procedure is desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of this city, the city manager may notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building.
- (f) The city clerk shall report to the city attorney the names of all persons not complying with the order provided for in subsection (d) of this section.

CITY OF

HUDSON



121 North Church St.
Hudson, MI 49247
Phone: 517-448-8983
Fax: 517-448-7339

March 4, 2024

Valain Coxon
138 Lafayette St.
Hudson, MI 49247

ORDER OF UNSAFE STRUCTURE

Pursuant to Section 116 of the 2015 Michigan Building Code of the City of Hudson/State of Michigan: Unsafe Structures & Equipment; and Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson.

An exterior inspection from public ways of the remaining structure at 138 Lafayette St., City of Hudson, Lenawee County, has determined the building a danger and therefore; declared unsafe by this agency. The following items were noted from this inspection:

- The dwelling at this site has had a fire rendering a total loss. Remaining burned out structure remains piled over the existing foundation.

Therefore, this building has been found to be a dangerous building by the building inspector. This notice is to remain in effect until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building and all other persons having an interest in such building as shown by the land records of the Register of Deeds of the County of Lenawee. It is unlawful to violate this notice until such notice is complied with.

Per Section 5-58 Emergency cases of Article III Dangerous Structures, Buildings and Building Regulations of the City of Hudson, this structure is deemed an immediate danger to the life or safety of the public, and is therefore referred to the City of Hudson for immediate corrective action at their discretion.

YOU ARE HEREBY REQUIRED TO:

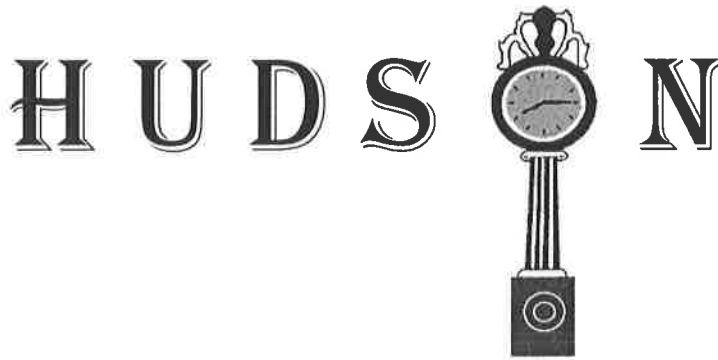
Contact this department to declare within ten days of the date of this notice as to an acceptable proposed time schedule for demolition and removal of debris. Building Permits from this office are required. Should you refuse or neglect to comply with the requirements of this order to: Abate the Unsafe Conditions; the matter will be referred to City of Hudson council for possible enforcement action.

PROPERTY DECLARED UNSAFE – March 4, 2024


A handwritten signature in black ink, appearing to read 'Raymond Taylor', is written over the printed name and title below.

**Raymond Taylor
Building Inspector**

Cc: City of Hudson Manager



AGENDA ITEM - REVIEW FORM

ITEM: 30-Year Service Award	SUBMITTED BY: Charles Weir
ACTION REQUESTED: Present 30-Year Service Award to Timothy Jewell	DEPARTMENT: City Office DATE: April 16, 2024
SUMMARY: On behalf of the citizens of Hudson, the Hudson City Council extends its appreciation for Tim Jewell's thirty (30) years of dedicated service in the City of Hudson from May 8, 1990 to April 8, 2016 when he retired from the City. On December 16, 2019, Tim was pulled out of retirement and now on December 16, 2023 to January 16, 2024, Tim has a total accumulative of 30 years of service to the City. In accordance with our personnel practices the 30 Year Service Award includes a check in the amount of \$500.00.	
RECOMMENDATION: Present 30-Year Service Award to Tim Jewell.	
SIGNATURE: 	TITLE: City Manager

CITY OF HUDSON
30-YEAR SERVICE AWARD
PRESENTED TO

TIMOTHY JEWELL

On behalf of the citizens of Hudson, the Hudson City Council extends its appreciation for your thirty (30) years of dedicated service in the City of Hudson from May 08, 1990 to April 8, 2016 then was rehired on December 16, 2019 to January 16, 2024.

The City Council realizes the value of experience on the job and familiarity with the ongoing problems and needs of the community. Only by retaining qualified and dedicated employees can we assure a high quality of service to the citizens of Hudson.

We thank you for all your dedicated efforts over the last thirty (30) years.

We are grateful for a job well done!

Daniel Schudel, Mayor

Sherry Kirkland, Mayor Pro Tem

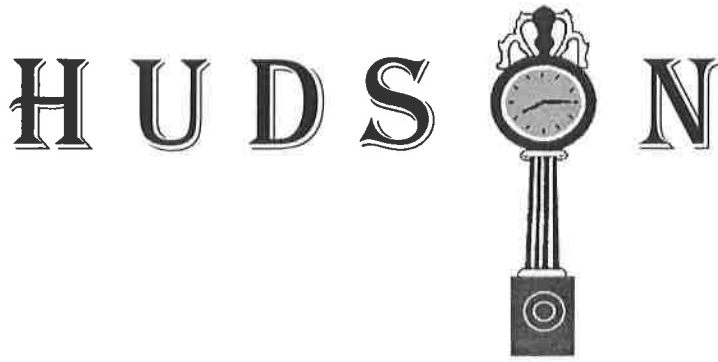
Brandi Clark, Council Member

Lisa Enerson, Council Member


Natalie Loop, Council Member

Rick Moreno, Council Member

Carl Sword, Council Member



AGENDA ITEM - REVIEW FORM

ITEM: 5K Run Event – Road Closure	SUBMITTED BY: Charles Weir City Manager
ACTION REQUESTED: Authorize road closure for 5K Run Event – Sacred Heart School.	DEPARTMENT: City Manager DATE: April 16, 2024
SUMMARY: Sacred Heart School will be having their annual 5K run on May 25th this year. The route will be the same as the previous years, and are asking council to authorize street closures for this event. The first race is planned to start at 8:30 a.m. and all races will be completed by 11:00 a.m. They are requesting to have S. Market Street, Pleasant Street, Church from Pleasant to Fayette Streets, Fayette Street (from Church St to S. Market St.), Mechanic St and St Giles closed for the entirety of the race. In addition, they are requesting to have one lane of the route dedicated to the race until the last participant has passed through. The school will conduct clean-up, and have volunteers posted along the course.	
RECOMMENDATION: Authorize the closure of S. Market Street, Pleasant Street, Church from Pleasant to Fayette Streets, Fayette Street from Church to S. Market Streets, Mechanic Street and St Giles closed on Saturday, May 25, 2024 for the Sacred Heart School 5K race.	
SIGNATURE: 	TITLE: City Manager



The course will be marked with orange cones and will have volunteers at turns to direct the way. From the start head up the hill toward Pleasant St. turn right. Turn right again at Church St. At the bottom of the hill turn right again onto Fayette. You will then cross the start line again. Turn left onto Mechanic St following it until it forks. Turn left unto S. Maple Grove. Turn right onto Findlay Trail and take the trail all the way to the end. Turn right onto Munson Hwy. Take the next right onto State St (this portion is gravel). Turn right onto Spring St. Then turn left onto School St. Turn left onto S. Maple Grove, then right on Mechanic St and follow it back to toward the church. Turn left on S. Market St, left again on Park, and left on to St. Giles St. and into the finish.

City of Hudson

To Whom It May Concern,

Sacred Heart School has scheduled the annual 5K for Saturday, May 25th. The 1st race begins at 8:30 a.m. and all racing will conclude by 11:00 a.m. We will follow the same course that we have used in previous years.

Roads we would like to close:

Church St

Market St

Pleasant St.

Park St.

Mechanic St.

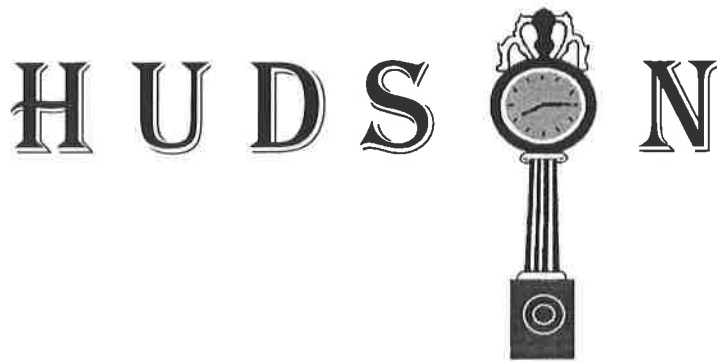
School St.

Spring St.


State St.

Thank you so much for your willingness to work with us on this fun community event. Please reach out to me at 517-448-6405 or email aatkin@sacredhearthudson.org if you require any additional information.

Thanks again,
Anne Atkin, principal

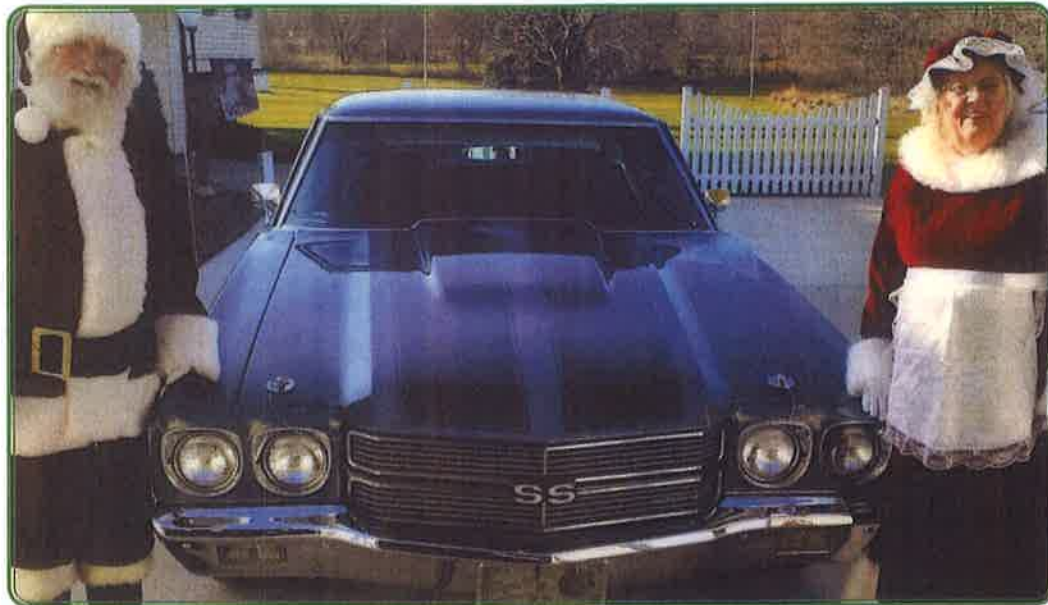


AGENDA ITEM - REVIEW FORM

ITEM: Authorize Street Closure for the 23rd Annual Cars for Kids Event on June 15, 2024.	SUBMITTED BY: Charles A Weir City Manager
ACTION REQUESTED: Authorize the closure of Lane Street between Railroad and Main Streets.	DEPARTMENT: City Office DATE: April 16, 2024
SUMMARY: The 23rd Annual Cars for Kids event will be held again at the eastern side of the Market House parking lot. The proceeds of this event goes to needy children in our community around Christmas time. We request that Council authorize the closure of Lane Street between Main and Railroad Streets on Saturday, June 15, 2024 from 7:00 a.m. – 4:00 p.m. The event runs from 9 a.m. to 3 p.m., with the extra time to allow for set-up and break-down/cleanup before and after the event.	
RECOMMENDATION: Authorize the closure of Lane Street between Railroad and Main Streets on Saturday, June 15, 2024 from 7:00 a.m. to 4:00 p.m. for the 23 rd annual Cars for Kids event.	
SIGNATURE: 	TITLE: City Manager

23rd Annual
CARS FOR KIDS
2024

Market House | Hudson, MI
Saturday June 15, 2024 9am - 3pm



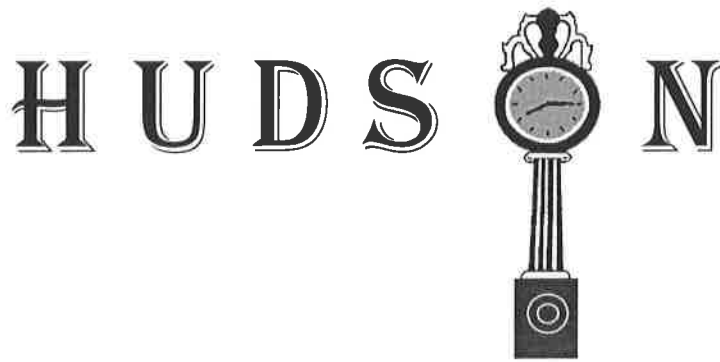
Entry Fee by Donation Only

Dash Plaques and Goodie Bags for the first 50 Cars


Games for Both Kids and Adults
Sponsor Choice Plaques

Music and Entertainment by DJ Dancers
For more information contact Jerry @ 517-448-8047
Proceeds go to Christmas dinner & gifts for local families in need.

Stop out and give locally!



AGENDA ITEM - REVIEW FORM

ITEM: Lease Renewal	SUBMITTED BY: Charles Weir City Manager
ACTION REQUESTED: Approve the Rental Renewal	DEPARTMENT: City Manager DATE: April 16, 2024
SUMMARY: The City has an existing lease with Jason & Rachel Sturmer from 317 E Congress Street, Morenci Michigan for the 217 West Main Street. The existing lease is for \$550.00 per month and it has expired. The renewal lease will be for the same amount per month and due on every 15 th . This is a 36 month lease and will expire on April 16, 2027.	
RECOMMENDATION: Approve the rental lease renewal between the City of Hudson and Jason & Rachel Sturmer at 217 West Main Street for 36 months at \$550.00 per month.	
SIGNATURE: 	TITLE: City Manager

City of Hudson

PROPERTY LEASE

217 W. Main Street

The City of Hudson, a Michigan Municipal Corporation, of 121 N. Church Street, Hudson, Michigan, Lessor, and Jason and Rachel Sturmer, 317 E. Congress St., Morenci, Michigan 49256, Lessee, enter into this Lease subject to the following conditions:

1. **Premises.** Lessor leases to Lessee the property located on the 1st floor at 217 W. Main Street, Hudson, Michigan.

ALSO, the non-exclusive right to use a space of the parking area not assigned to the Hudson Museum to the rear of said premises for parking by customers as well as for delivery and shipping purposes.

2. **Term.** The term of this Lease shall be Three (3) years, commencing on _____, 2024.

3. **Rent.**

- a. **Base Rent.** Lessee shall pay Lessor \$6,600.00 per year as base rent for the premises, in equal monthly installments of \$550.00 for 36 months commencing on _____, 2024. Monthly installments of rent shall be due and payable in advance on the fifteenth day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent shall be paid to Lessor at the address shown above, or any other place designated in writing by Lessor.

- b. **Additional Rent.** Lessee shall be responsible for the payment of all insurance, except property damage to the building, on the premises as required by this Lease and all utility services for the premises, including water, sewer, gas, electricity, and other services delivered to the premises. Lessee shall pay for all other services contracted for by Lessee as soon as an invoice is presented so that no past-due accounts arise. In addition, any fees, costs, or expenses incurred by Lessor for enforcing Lessee's obligations under this Lease, including reasonable attorney fees, shall be additional rent owing under the Lease and shall be immediately due and payable by Lessee.

- c. **Late Fee.** In addition to any rent required hereunder, Lessee shall pay a late payment penalty of 10% of the monthly rent for any payment that is received by Lessor more than ten (10) days after the due date. The late payment penalty shall be applied on the 26th of the month to the total amount of rent due on that date.

4. **Security Deposit.** Lessee has paid the Lessor a security deposit of \$550.00 on the previous Lease, or within 30 days of signing this lease at Lessor's discretion, and said sum shall be in addition to any monthly rent due under paragraph 3 above. Lessor may hold the security deposit in any manner Lessor chooses. Lessor may commingle it with other funds and use

it as Lessor determines. No interest shall be paid on the security deposit during the term of this Lease. At the end of the Lease term, the security deposit shall be returned to Lessee unless Lessee has defaulted under the security agreement signed on the same date as this Lease. If Lessee defaults under this Lease, the security deposit may be used to pay any costs or damages, direct or contingent, of Lessor under this Lease. Otherwise, the security deposit shall be returned to Lessee.

5. **Signs**. All signs placed on the premises shall be in keeping with the character and decor of the premises. The term "signs" shall include signs placed on the exterior of any building or on the interior portion of any windows. All signs shall comply with applicable zoning requirements.
6. **Acceptance of Occupancy**. Lessee shall commence occupancy of the premises on the commencement date and begin paying rent as required by this Lease. Lessee acknowledges that the premises are in a state of repair that is acceptable for Lessee's intended use of the premises. Lessee accepts the premises as they are.
7. **Vacation of the Premises**. Lessee shall not vacate or abandon the premises during the term of this Lease. If Lessee abandons or vacates the premises or are dispossessed by process of law or otherwise, any of Lessee's personal property that is left on the premises shall be deemed abandoned by Lessee, at the option of Lessor.
8. **Use and Utilization**. The premises are to be used and occupied by Lessee for operating a art business. No activity shall be conducted on the premises that does not comply with all federal, state and local laws, including zoning. Marihuana shall not be allowed on the premises.

Lessee shall maintain and operate a viable business on the premises with operating hours similar to other businesses located in the City of Hudson and, in addition, shall maintain an adequate inventory of merchandise reasonably necessary to conduct a viable business.

9. **Repairs and Maintenance**. Lessee shall be responsible for all maintenance and repair of the leased premises, including, but not limited to, the repair and maintenance of the outside and inside walls. Repairs to plumbing, heating, cooling, and electrical systems and components thereof up to \$250.00 are the Lessee's responsibility. Lessor shall be responsible for amounts over \$250.00 unless the repair is the result of Lessee's negligence or intentional acts or omissions. Lessee must repair and maintain the premises at Lessee's expense. The premises shall be kept in good and safe condition, including any plate glass windows, electrical wiring, plumbing, any other system or equipment on the premises, structural members of all buildings, and other improvements on the premises.

In the event Lessee shall fail to make any required repairs or maintenance, the cost of which exceeds \$500.00, Lessor shall have the right, upon ten (10) days advance written notice to Lessee, to do such repair and maintenance and the cost of same shall be additional rent owing under the Lease and shall be immediately due and payable by Lessee.

Lessor shall be responsible for maintenance of the roof, provided, however, that Lessee shall give immediate notice to Lessor of any leaks or other damage to roof of which Lessee has knowledge.

Lessee shall not, without the prior written consent of Lessor, store, construct, or install any device or structure on the roof or penetrate the roof from above or below with vent pipes, supply pipes, or electrical or telecommunication wiring.

10. **Surrender of the Premises.** Lessee shall surrender the premises to Lessor when this Lease expires, clean and in the same or better material condition as on the commencement date, except for normal wear and tear.
11. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises. During the ninety (90) days before the Lease expires, Lessee shall permit Lessor to place standard "For Lease" signs on the premises and permit persons desiring to lease the premises to inspect the premises.
12. **Taxes and Assessments.** Lessee shall pay all applicable personal property taxes and assessments levied against the premises during the term of this Lease. All taxes levied on personal property owned or leased by Lessee are the sole responsibility of Lessee.
13. **Alterations.** Lessee may remodel and improve the premises, however, any remodeling or improvements shall require approval from Lessor. Such work shall be done without injury to any structural portion of the building. Any improvements constructed on the premises shall become the property of Lessor when this Lease terminates.
14. **Assignment and Subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the premises without the written consent from Lessor. Lessor shall have total discretion on its approval of proposed assignments or subleases.

The prohibition against assignment shall not apply to an assignment by Lessee to a corporation or partnership in which they, or members of their immediate family, constitute the majority of shareholders or partners. Such assignment shall not relieve Lessee of their obligation under the Lease, nor shall it apply to a temporary subletting of 5 days or less.

15. **Trade Fixtures.** All trade fixtures and movable equipment installed by Lessee in connection with the business it conducts on the premises shall remain the property of Lessee and shall be removed when this Lease expires. Lessee shall repair any damage caused by the removal of such fixtures, and the premises shall be restored to the original condition.
16. **Insurance.** Lessor shall provide and pay for property damage insurance on the premises, including the building and Lessor's improvements for such amounts and under such conditions, as Lessor deems advisable. Lessee shall obtain and maintain in full force

general liability and property damage insurance with coverage of not less than \$300,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$100,000.00 for property damage, covering all claims for injuries to persons occurring on or around the premises. Lessor must approve the amount and the issuing company of the insurance. Each insurance policy shall also contain a provision exempting Lessor from any loss of coverage as an insured due to the acts of Lessee. Lessee shall give Lessor customary insurance certificates evidencing that the insurance is in effect during the term of the Lease. All policies must also provide for notice by the insurance company to Lessor of any termination or cancellation of a policy at least thirty (30) days in advance. All policies shall name both Lessees and Lessor as insured parties.

LESSEE SHALL PAY FOR AND PROVIDE INSURANCE FOR LESSEE'S PERSONAL PROPERTY, BUILDING IMPROVEMENTS, AND ANY OTHER RISKS OR COVERAGES DESIRED BY LESSEE.

17. **Lessee's Liability.** All Lessee's personal property on the premises, including trade fixtures, shall be kept at Lessee's sole risk, and Lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.
18. **Destruction or Damage of the Premises.** If the premises are partially damaged or destroyed through no fault of Lessee or Lessee's agents, contractors, representatives, or invitees, Lessor shall, at its own expense, promptly repair and restore the premises. If the premises are partially damaged, rent shall not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of Lessee or Lessee's agents, contractors, representatives, or invitees, or if the premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within ten (10) days after the destruction. If such a notice is given within that period, this Lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and Lessor shall repair the premises.
19. **Mutual Releases.** Lessor and Lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. Lessor and Lessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the premises.
20. **Condemnation.** If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either Lessor or Lessee may terminate this Lease; effective the date the public authority takes possession.

21. **Indemnity.** Lessee agrees to indemnify and defend Lessor for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the Lessee or the premises, except for liability resulting from the intentional acts or gross negligence of Lessor or its employees, agents, invitees, or business visitors.
22. **Default and Reentry.** If Lessee fails to pay rent when due; if Lessee fails to perform any other obligations under this agreement within ten (10) days after receiving written notice of the default from Lessor; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or their property; or, if any proceedings are instituted by or against Lessee for bankruptcy (including reorganization) or under any insolvency laws, Lessor may terminate this Lease, reenter the premises, and seek to re-let the premises on whatever terms Lessor thinks advisable. Notwithstanding reentry by Lessor, Lessee shall continue to be liable to Lessor for rent owed under this Lease and for any rent deficiency that results from re-letting the premises during the term of this Lease. Notwithstanding any re-letting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee by giving Lessee written notice of the termination.

In addition to Lessor's other rights and remedies as stated in this Lease, and without waiving any of those rights, if Lessor deems necessary any repairs that Lessee is required to make or if Lessee defaults in the performance of any of their obligations under this Lease, Lessor may make repairs or cure defaults in the amount of \$500.00 or more, per paragraph 9, and shall not be responsible to Lessee for any loss or damage that is caused by that action. Lessee shall immediately pay to Lessor, on demand, Lessor's costs for curing any defaults, as additional rent under this Lease.

In addition to Lessor's other rights and remedies as stated in this Lease, and without waiving any of those rights, Lessor shall also have all other rights and remedies provided by law.

23. **Notices.** Any notices required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this Lease or to such other addresses as the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.
24. **Lessee's Possession and Enjoyment.** As long as Lessee pays the rent as specified in this Lease and performs all obligations under this Lease, Lessee may peacefully and quietly hold and enjoy the premises for the term of this Lease.
25. **Holding Over.** If Lessee does not vacate the premises at the end of the term of this Lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by Lessor at its sole discretion.
26. **Entire Agreement.** This agreement, together with the security and option agreement

entered into between Lessor and Lessees, contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.

- 27. **Waiver.** The failure of Lessor to enforce any condition of this Lease shall not be a waiver of its right to enforce every condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
- 28. **No Partnership.** Lessor and Lessee expressly disclaim any intention to create a joint venture or partnership as a result of this Lease.
- 29. **Construction of Ambiguities.** This agreement shall not be construed more strongly against Lessor or Lessee regardless of who was more responsible for its preparation.
- 30. **Applicable Law.** This agreement shall be construed under the laws of the State of Michigan.
- 31. **Binding Effect.** This agreement shall bind and benefit the parties and their successors and permitted assigns.
- 32. **Time is the Essence.** Time is of the essence in the performance of this Lease.
- 33. **Effective Date.** This Lease shall be effective _____, 2024.

IN WITNESS WHEREOF, the undersigned have made their signatures.

Lessor:

CITY OF HUDSON

Dated: _____

Charles A. Weir, City Manager

Dated: _____

Jeaniene McClellan, City Clerk

Lessee:

Dated: _____

Jason Sturmer

Dated: _____

Rachel Stumer



AGENDA ITEM
REVIEW FORM

<u>ITEM:</u> D&P Facilities Easement Agreement	<u>SUBMITTED BY:</u> Charles Weir
<u>ACTION REQUESTED:</u> Approve the D&P Facilities Easement Agreement .	<u>DEPARTMENT:</u> City Manager <u>DATE:</u> April 16, 2024
<u>SUMMARY:</u> As the City Planning Commission and Council are aware of the fiber upgrade project of D&P Communications, an Easement Agreement has been drafted for the location on Munson Highway just south of M-34. The city and D&P Communications did not previously have an easement agreement on file for the use of the property. The Facilities Easement Agreement has been drafted for the easement rights. The attached Easement Agreement has been reviewed by the City Attorney and I and we requested one change be made in Item #7. D&P made the change in the document. The attached draft is ready for approval by the City Council. Once approved, D&P Communications will file the easement with the Register of Deeds.	
<u>RECOMMENDATION:</u> Approve the Facilities Easement Agreement with D&P Communications and authorize the City Manager to sign the agreement.	
<u>SIGNATURE:</u> 	<u>TITLE:</u> City Manager

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2024 by and between the City of Hudson, whose address is 121 N. Church Street, Hudson, Michigan 49247 ("**Grantor**"), and D & P Communications, Inc., a Michigan corporation, whose address is 4200 Teal Road, Petersburg, Michigan 49270 ("**Grantee**").

Recitals

- A. Grantor is the fee owner of certain real property located in the City of Hudson, County of Lenawee, State of Michigan, as legally described on the attached Exhibit A and incorporated herein by reference (the "**Property**").
- B. Grantee has installed or plans to install above-ground and underground improvements for its fiber to the home project, including, but not limited to, a hut, an electronics cabinet, pre-fabricated concrete equipment shelter on a pad, broadband, fiber, cable television system or other similar facilities, including, without limitation, conduit, lines, cables, amplifiers and other electronic equipment (the "**Facilities**") on a portion of the Property, as depicted and legally described on the attached Exhibit B and incorporated herein by reference (the "**Easement Area**").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area for purposes of installation, construction, operation, maintenance, repair, reconstruction, replacement or removal of the Facilities.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Easement Granted. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement and right of way over, across, under and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access. Grantee has the right, but not the obligation, to cut and trim any trees or shrubbery growing upon or overhanging the Easement Area and to remove any timber,

brush, roots, undergrowth, debris or other obstructions in the Easement Area, that in Grantee's reasonable judgment, should be cut, trimmed or removed to prevent interference with the Facilities.

2. Easement Purpose. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities.
3. Access. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.
4. Easement Fee. As consideration for the rights provided to Grantee in this Agreement, Grantor acknowledges receipt of a one-time easement fee of \$1.00.
5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property and the surface of the Easement Area insofar as said ownership, use, and occupancy do not impair or interfere with the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs or interferes with the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building or structure of any kind may be placed by Grantor on the Easement Area; provided, however, that all existing improvements may remain and be improved and replaced (the "**Grantor Improvements**").
6. Repair of Damage. Grantee shall promptly repair any damage to the Easement Area, the Property, or the Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.
7. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee shall relinquish the rights granted to it under this Agreement. Upon such relinquishment, Grantee shall remove the Facilities and restore any damage to the Easement Area and the Property caused by such removal, unless such removal is expressly waived by Grantor in its sole and absolute discretion.
8. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Grantor :

City of Hudson
121 N. Church Street
Hudson, Michigan 49247
Attn: _____

If to the Grantee:

D & P Communications, Inc.
4200 Teal Road
Petersburg, Michigan 49270
Attn: Robert Parisien, President

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the State of Michigan. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.
10. Transfer Tax Exemptions. This Agreement is exempt from State Real Estate Transfer Tax pursuant to MCL Section 207.526(a). This Agreement is exempt from County Real Estate Transfer Tax pursuant to MCL Section 207.505(a).
11. Release and Indemnification. To the extent permitted by law, each party shall indemnify, defend and hold the other party, its employees, officers, agents and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of: (i) any damage, accident, injury or other similar occurrences in the Easement Area due to a party's gross negligence or misconduct; or (ii) the use, maintenance or repair of the Easement Area by a party's guests, invitees, agent or contractors.
12. Insurance. Grantee shall maintain commercial liability insurance at all times during the term of this Agreement in limit amounts reasonable to its industry or a requirement by law.
13. Waiver. Neither Grantee's nor Grantor's failure to exercise any rights granted herein shall be construed as a waiver or abandonment of any such rights.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

CITY OF HUDSON

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of the City of Hudson, on behalf of the City of Hudson.

_____, Notary Public
_____, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

D & P COMMUNICATIONS, INC., a
Michigan corporation

By: _____
Robert Parisien, President

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Robert Parisien, the President of D & P Communications, Inc., a Michigan corporation, on behalf of the corporation.

_____, Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by, When Recorded, Return to:
Benjamin J. Price (P63313)
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
517.371.8253

EXHIBIT A
Legal Description of Property

LD DES AS BEG ON E LN OF LOT 112 FIRST ADD TO ASSESSOR'S PLAT NO 3 C/HUDSON 410 FT N 01-17-30 W FROM SE COR OF SD LOT TH N 89-12-52 W 228 FT TH S 01-17-30 E 135 FT TH N 89-12-52 W 292.97 FT TH N 01-32-00 W 25.26 FT TH N 89-21-03 W 342.87 FT TH N 375.67 FT (REC N 0-20 W 376.1 FT) ALG W LN OF SD LOT 112 TH S 89-55-05 E 857.52 FT (REC S 89-55 E 857.60 FT) ALG N LN OF SD LOT 112 TH S 01-17-30 E 275.82 FT ALG E LN OF SD LOT 112 (ALSO BEING W LN OF MUNSON HWY) TO POB. (SURVEY 7.11 AC).

Commonly known as: 500 State Street Blk, Hudson, Michigan 49247
Parcel Number: XH0-315-1120-00

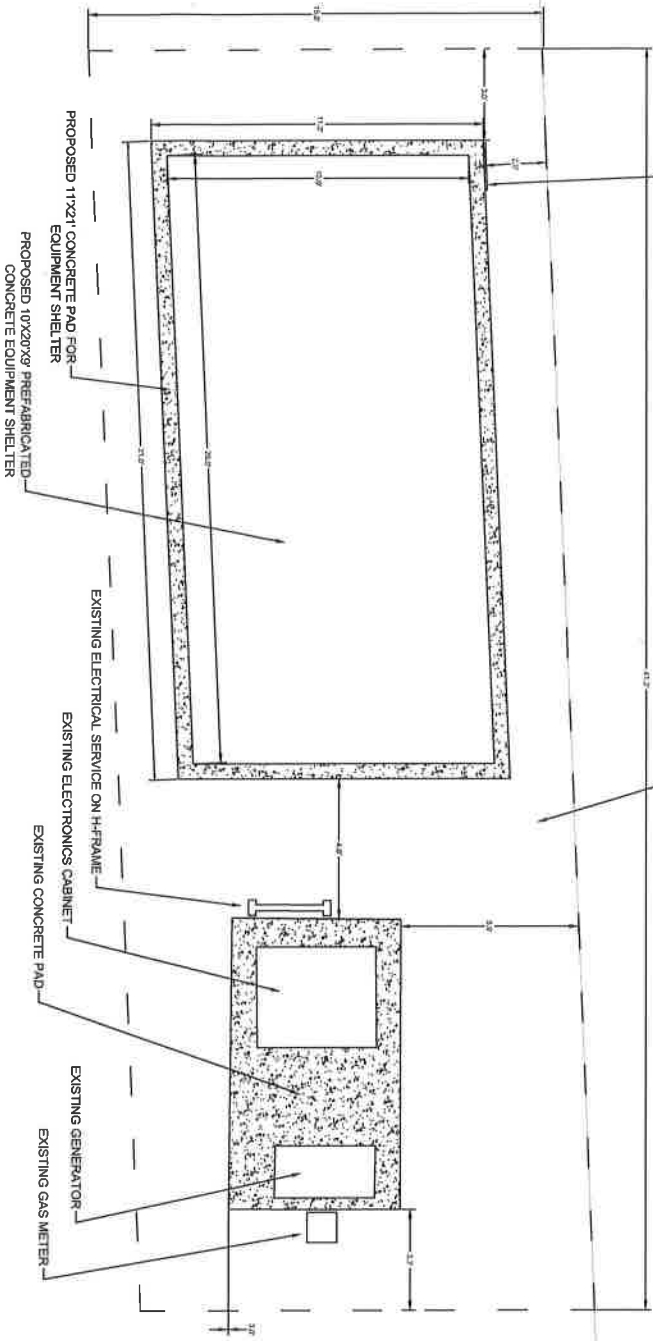
EXHIBIT B
Legal Description and Depiction of Easement Area

16705:00001:200425806-1

MUNSON HWY.

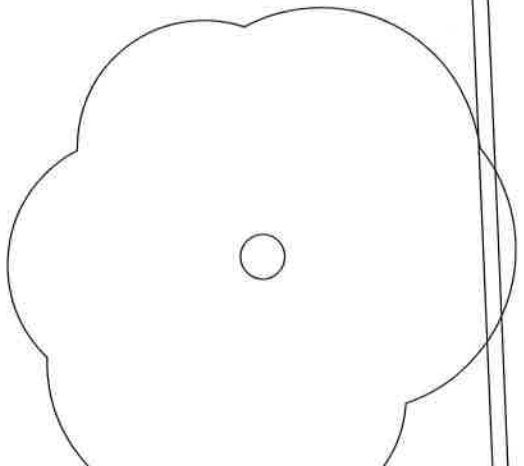


PROPOSED 15'X41.5' EASEMENT
TOTALLY CONTAINED ON
PARCEL XHO-315-1120-00




EAST PARCEL BOUNDARY AND
EDGE OF ROAD RIGHT-OF-WAY

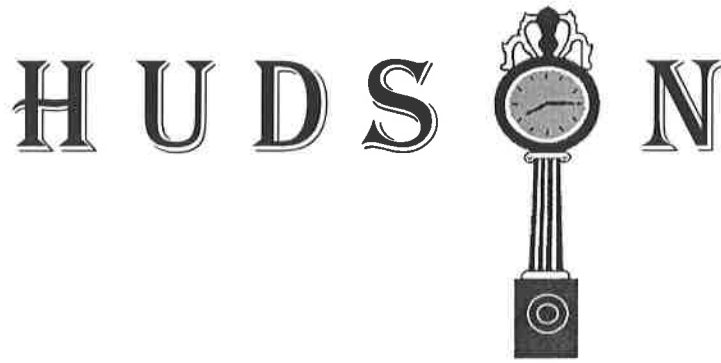
SOUTH PARCEL BOUNDARY




PARCEL ID: XHO-315-1120-00
OWNER: HUDSON CITY

BY	MARK	REVISIONS	DATE

DESIGNED BY: BLP		DRAWN BY: BLP	
DATE: 02/27/24	SHEET 2 OF 2	 <p>4200 TEAL RD. PETERSBURG, MI PH: 734-279-5526 www.d-dcomm.com</p>	
SCALE: 1" = 4'	JOB #2478-000		
<p>SITE PLAN FOR PROPOSED EASEMENT WITH PREFABRICATED CONCRETE SHELTER</p>		<p>S</p>	
<p>1</p>		<p>1</p>	



AGENDA ITEM
REVIEW FORM

ITEM: Fiscal Year 2024-2025 Budget	SUBMITTED BY: Charles Weir
ACTION REQUESTED: Discuss the draft 2024-2025 Budget	DEPARTMENT: City Office DATE: April 16, 2024
SUMMARY: Review and discussion on the Fiscal Year budget 2024-2025.	
RECOMMENDATION: Discussion only	
SIGNATURE: 	TITLE: City Manager

Bills to Council
Tuesday, April 16, 2024

Bills to be Approved

Total \$0.00

Bills to be Confirmed

STEVENS

\$10,657.00

MONTHLY REFUSE

Total \$10,657.00

CASH SUMMARY BY FUND FOR CITY OF HUDSON
 FROM 04/01/2024 TO 04/11/2024
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 04/01/2024	Total Debits	Total Credits	Ending Balance 04/11/2024
101	GENERAL FUND	608,054.44	3,791.68	32,403.79	579,442.33
151	CEMETERY TRUST FUND	0.00	0.00	0.00	0.00
202	MAJOR STREET FUND	252,450.99	25,582.27	316.55	277,716.71
203	LOCAL STREET FUND	58,100.34	8,780.60	0.00	66,880.94
206	FIRE DEPARTMENT FUND	114,535.17	0.00	13,699.29	100,835.88
208	RECREATION FUND	2,442.78	0.00	753.63	1,689.15
209	CEMETARY FOUNDATION	18,847.15	589.00	0.00	19,436.15
210	AMBULANCE	120,944.99	12,509.74	5,753.02	127,701.71
211	COMMUNITY CENTER	34,779.96	1,710.00	948.77	35,541.19
213	INCOME TAX FUND	52,263.07	40,233.71	2,682.38	89,814.40
248	DOWNTOWN DEVELOPMENT AUTHORITY	43,170.76	0.00	0.00	43,170.76
250	LOCAL DEVELOPMENT FINANCE AUTHORITY	0.00	0.00	0.00	0.00
270	THOMPSON MUSEUM FUND	23,919.80	0.00	0.00	23,919.80
271	LIBRARY FUND	0.00	0.00	0.00	0.00
272	THOMPSON LIBRARY FUND	0.00	0.00	0.00	0.00
273	MUSEUM FUND	332.66	550.00	362.87	519.79
412	INDUSTRIAL PARK FUND	17,775.51	0.00	0.00	17,775.51
444	2021 CAPITAL IMPROVEMENT BOND FUND	98,207.19	0.00	515.06	97,692.13
592	WATER AND SEWER FUND	267,835.90	32,950.00	15,224.88	285,561.02
661	MOTOR VEH AND EQUIP FUND	107,327.87	1,833.76	5,999.25	103,162.38
703	PROPERTY TAX COLLECTION	0.00	0.00	0.00	0.00
704	IMPREST PAYROLL FUND	1,503.28	117,533.56	116,853.16	2,183.68
809	SIDEWALK FUND	16,739.78	0.00	0.00	16,739.78
	TOTAL - ALL FUNDS	1,839,231.64	246,064.32	195,512.65	1,889,783.31

Check Date	Bank	Check	Vendor Name	Amount
Bank CNB-C CNB--COMBINED ACCOUNT				
04/08/2024	CNB-C	18(E)	FIRST BANKCARD	561.90
03/14/2024	CNB-C	104244	AMERICAN LEGION POST #180	1,031.31
03/14/2024	CNB-C	104245	BURNIPS EQUIPMENT COMPANY	29.25
03/14/2024	CNB-C	104246	BURNIPS EQUIPMENT COMPANY	57.78
03/14/2024	CNB-C	104247	DINGES FIRE COMPANY	464.97
03/14/2024	CNB-C	104248	EMERGENCY SOLUTIONS	149.00
03/14/2024	CNB-C	104249	EMERGENCY SOLUTIONS	149.00
03/14/2024	CNB-C	104250	FRAMES PEST CONTROL	51.18
03/14/2024	CNB-C	104251	GOLDSTAR PRODUCTS INC	565.35
03/14/2024	CNB-C	104252	HUDSON AUTO CENTER	3.19
03/14/2024	CNB-C	104253	USA BLUE BOOK	253.00
03/15/2024	CNB-C	104254	BRINER OIL CO INC	389.31
03/15/2024	CNB-C	104255	FRAMES PEST CONTROL	51.18
03/15/2024	CNB-C	104256	HUDSON AUTO CENTER	7.67
03/15/2024	CNB-C	104257	PEERLESS SUPPLY	86.97
03/15/2024	CNB-C	104258	PEERLESS SUPPLY	80.12
03/15/2024	CNB-C	104259	UNIFIRST CORPORATION	61.44
03/20/2024	CNB-C	104260	JAMES BLANKENSHIP	200.00
03/20/2024	CNB-C	104261	MADYSON MORGRET	200.00
03/20/2024	CNB-C	104262	BRAD VANDERLOOVEN	400.00
03/20/2024	CNB-C	104263	RONALD B. KECK	212.74
03/20/2024	CNB-C	104264	BOUND TREE MEDICAL LLC	283.05
03/20/2024	CNB-C	104265	ELHORN ENGINEERING COMPANY	790.00
03/20/2024	CNB-C	104266	FRONTIER	121.64
03/20/2024	CNB-C	104267	FORREST AUTO SUPPLY	14.99
03/20/2024	CNB-C	104268	FORREST AUTO SUPPLY	59.88
03/20/2024	CNB-C	104269	HUDSON AUTO CENTER	9.89
03/20/2024	CNB-C	104270	LENAWEE COUNTY PRINTING/PURCHASING.	61.36
03/20/2024	CNB-C	104271	DAVID K MYERS	150.00
03/20/2024	CNB-C	104272	MUNICIPAL SUPPLY CO	117.00
03/20/2024	CNB-C	104273	PENN CARE, INC.	69.90
03/20/2024	CNB-C	104274	PENN CARE, INC.	11.00
03/20/2024	CNB-C	104275	USA BLUE BOOK	214.30
03/20/2024	CNB-C	104276	USA BLUE BOOK	602.10
03/25/2024	CNB-C	104277	CHAD PRICE	200.00
03/25/2024	CNB-C	104278	MADELINE WHITE	200.00
03/25/2024	CNB-C	104279	BRINER OIL CO INC	213.15
03/25/2024	CNB-C	104280	BRINER OIL CO INC	445.88
03/25/2024	CNB-C	104281	CRAIG WICKHAM TREE SERVICE	400.00
03/25/2024	CNB-C	104282	GRAINGER	20.46
03/25/2024	CNB-C	104283	GRAINGER	28.80
03/25/2024	CNB-C	104284	HUDSON AUTO CENTER	56.99
03/25/2024	CNB-C	104285	HUDSON AUTO CENTER	160.99
03/25/2024	CNB-C	104286	HUDSON AUTO CENTER	166.99
03/25/2024	CNB-C	104287	JAMIE MOONEY	1,000.00
03/25/2024	CNB-C	104288	MICHIGAN GAS UTILITIES	3,572.93
03/25/2024	CNB-C	104289	QUADIENET FINANCE USA, INC.	1,000.00
03/25/2024	CNB-C	104290	RENIUS & RENIUS	1,512.50
03/25/2024	CNB-C	104291	ROE COMM. INC	507.00
03/25/2024	CNB-C	104292	UV SUPERSTORE	2,056.47
03/25/2024	CNB-C	104293	WRIGHT-WALDRON FIRE & AMBULANCE	180.00
03/25/2024	CNB-C	104294	USA BLUE BOOK	233.38
03/25/2024	CNB-C	104295	WRIGHTS PLUMBING & SEWER SERVICE	250.00
03/28/2024	CNB-C	104296	HUDSON AUTO CENTER	23.97
03/28/2024	CNB-C	104297	HUDSON AUTO CENTER	223.98
03/28/2024	CNB-C	104298	PETTY CASH	18.40
03/28/2024	CNB-C	104299	WILLIS TERRILL	300.00
03/28/2024	CNB-C	104300	TEDROE MINTON	300.00
03/28/2024	CNB-C	104301	ROBERT GEETING	300.00
03/28/2024	CNB-C	104302	CITY OF HUDSON	385.66
03/29/2024	CNB-C	104303	UNIFIRST CORPORATION	59.38
03/29/2024	CNB-C	104304	MAUMEE PRINT & GRAPHICS	168.00
03/29/2024	CNB-C	104305	MAUMEE PRINT & GRAPHICS	480.00
04/01/2024	CNB-C	104306	BRINER OIL CO INC	576.07
04/01/2024	CNB-C	104307	BRINER OIL CO INC	194.79
04/01/2024	CNB-C	104308	CR Motor Sales	86.40
04/01/2024	CNB-C	104309	D & P COMMUNICATIONS INC.	1,606.00
04/01/2024	CNB-C	104310	HUDSON AUTO CENTER	6.93
04/01/2024	CNB-C	104311	HUDSON AUTO CENTER	6.93
04/01/2024	CNB-C	104312	TC'S HARDWARE & RENTAL INC	43.98
04/09/2024	CNB-C	104313	AT&T MOBILITY	99.94
04/09/2024	CNB-C	104314	JEFF VANDERLOOVEN	157.94
04/09/2024	CNB-C	104315	BRINER OIL CO INC	243.23
04/09/2024	CNB-C	104316	BRINER OIL CO INC	423.84
04/09/2024	CNB-C	104317	JAY BEST	205.98
04/09/2024	CNB-C	104318	ANGELINA SPENCER	200.00
04/09/2024	CNB-C	104319	CHAD RODGERS	94.31
04/09/2024	CNB-C	104320	ED BELLFY	39.73

04/11/2024 02:28 PM
 User: MEGAN
 DB: Hudson

CHECK REGISTER FOR CITY OF HUDSON
 CHECK DATE FROM 03/14/2024 - 04/09/2024

Check Date	Bank	Check	Vendor Name	Amount
04/09/2024	CNB-C	104321	ADDISON LUMBER	445.00
04/09/2024	CNB-C	104322	CITY OF ADRIAN	94.00
04/09/2024	CNB-C	104323	CIVICPLUS	236.25
04/09/2024	CNB-C	104324	CRAIG WICKHAM TREE SERVICE	6,400.00
04/09/2024	CNB-C	104325	CONSUMERS ENERGY CITY HALL	825.81
04/09/2024	CNB-C	104326	CONSUMERS ENERGY	4,417.87
04/09/2024	CNB-C	104327	CT TOLEDO	1,404.16
04/09/2024	CNB-C	104328	ETNA SUPPLY	300.00
04/09/2024	CNB-C	104329	FAHEY SCHULTZ BURZYCH RHODES PLC	787.50
04/09/2024	CNB-C	104330	FIRST BANKCARD	18.54
04/09/2024	CNB-C	104331	FIRST BANKCARD	216.25
04/09/2024	CNB-C	104332	FIRST BANKCARD	420.78
04/09/2024	CNB-C	104333	FIRST BANKCARD	1,030.58
04/09/2024	CNB-C	104334	ETNA SUPPLY	231.24
04/09/2024	CNB-C	104335	GRAINGER	78.24
04/09/2024	CNB-C	104336	GRAINGER	217.92
04/09/2024	CNB-C	104337	HAVILAND PRODUCTS COMPANY	2,052.80
04/09/2024	CNB-C	104338	HILLSDALE COUNTY TREASURER	515.00
04/09/2024	CNB-C	104339	HUDSON POST GAZETTE	435.00
04/09/2024	CNB-C	104340	KCI INC.	349.83
04/09/2024	CNB-C	104341	LENAWEE COUNTY TREASURER	93.50
04/09/2024	CNB-C	104342	LOWES BUSINESS ACCOUNT	46.37
04/09/2024	CNB-C	104343	MUNICIPAL SUPPLY CO	100.00
04/09/2024	CNB-C	104344	MUNICIPAL SUPPLY CO	82.00
04/09/2024	CNB-C	104345	PEERLESS MIDWEST INC.	3,460.14
04/09/2024	CNB-C	104346	PIONEER MANUFACTURING CO	753.63
04/09/2024	CNB-C	104347	STEVENS DISPOSAL	10,657.00
04/09/2024	CNB-C	104348	USA BLUE BOOK	138.93
04/09/2024	CNB-C	104349	WHEN I HAVE TIME	705.85
04/09/2024	CNB-C	104350	WOLVERINE RENTAL & SUPPLY	2,822.37
04/09/2024	CNB-C	104351	WOLVERINE RENTAL & SUPPLY	674.80
04/09/2024	CNB-C	104352	WORKSPHERE	186.00

CNB-C TOTALS:

Total of 110 Checks:	66,158.83
Less 0 Void Checks:	0.00
Total of 110 Disbursements:	66,158.83

Check Date	Bank	Check	Vendor Name	Amount
Bank Count CNB INCOME TAX				
03/20/2024	Count	24696	ANDERSON, KATHLEEN J	9.73
03/20/2024	Count	24697	BLAIR, DEREK TYLER	50.04
03/20/2024	Count	24698	BOODY III, RICHARD L	20.00
03/20/2024	Count	24699	COMPASS GROUP USA, INC	76.28
03/20/2024	Count	24700	ELY, JACK	10.03
03/20/2024	Count	24701	ELY, PAMELA D	30.00
03/20/2024	Count	24702	GEORGE, KYLE H	6.36
03/20/2024	Count	24703	GRAMLICH, STACI L & MARK	84.00
03/20/2024	Count	24704	HALLENBECK, CANDI R	9.86
03/20/2024	Count	24705	J AND L TRAILER SALES LTD	13.76
03/20/2024	Count	24706	JACKSON, RANDALL L & CONNIE	9.95
03/20/2024	Count	24707	JOHNSON, THOMAS R & KAREN	19.99
03/20/2024	Count	24708	LAWSON, BRIANNA M	11.02
03/20/2024	Count	24709	MACDONALD, BETH E	10.04
03/20/2024	Count	24710	MCKIMMY, JODY L	9.65
03/20/2024	Count	24711	RUSSELL, LINDSEY E	22.08
03/20/2024	Count	24712	SHORT, WILLIAM A	10.53
03/20/2024	Count	24713	SMOKE, DENNIS M & PAMELA E	17.76
03/20/2024	Count	24714	STUMP, THERESE L & WILLIAM	10.00
03/21/2024	Count	24715	ADAMS, JILL	5.00
03/21/2024	Count	24716	BOWSHER, ADAM	5.00
03/21/2024	Count	24717	BROWN, JEREMY S	5.00
03/21/2024	Count	24718	CORNER, CYNTHIA R	21.00
03/21/2024	Count	24719	DURLING, GREGG & ARIANA	322.44
03/21/2024	Count	24720	FOLKERT, PHILIP R & JEANINE	28.00
03/21/2024	Count	24721	FRANTZ, SCOTT D	5.04
03/21/2024	Count	24722	GERTH, CHELSEA L	59.21
03/21/2024	Count	24723	GRIFFITH, LARRY R & JAYE D	9.93
03/21/2024	Count	24724	GRIMM, CHRISTINA L	10.00
03/21/2024	Count	24725	HALL III, ROBERT D & HEATHER	39.71
03/21/2024	Count	24726	HALSEY, ALBERT C	120.89
03/21/2024	Count	24727	HOLLOWAY, MICHAEL W	18.00
03/21/2024	Count	24728	JONES, TYLOR	13.57
03/21/2024	Count	24729	JONES, TYLOR	23.85
03/21/2024	Count	24730	JONES, TYLOR	23.15
03/21/2024	Count	24731	KOPIN, SCOTT C & ROSEANNE M	39.97
03/21/2024	Count	24732	KUENZER, EMILY N	2.96
03/21/2024	Count	24733	LUMA, ERIN J	10.00
03/21/2024	Count	24734	MANSFIELD, AUDREY I	3.59
03/21/2024	Count	24735	MAXSON, RYAN	18.23
03/21/2024	Count	24736	MCCARTY, KRISTA M	23.05
03/21/2024	Count	24737	MCCLOUTH, CALVIN & HELENE	15.00
03/21/2024	Count	24738	NICHOLS, TAMARA A	9.72
03/21/2024	Count	24739	NORTON, MICHAEL K & CYNTHIA	10.00
03/21/2024	Count	24740	PATRICK, TRACY A	4.00
03/21/2024	Count	24741	PATERSON, BROOKE J	5.00
03/21/2024	Count	24742	SAMORAY, MICHAEL A	5.00
03/21/2024	Count	24743	SCHMIDT, JONNA L	179.49
03/21/2024	Count	24744	SCHULTE, SHERYL	107.00
03/21/2024	Count	24745	STOYK, KEVIN L	5.00
03/21/2024	Count	24746	WALDFOGEL, PATRICIA L	5.00
03/26/2024	Count	24747	BROWN, IAN	5.00
03/26/2024	Count	24748	CARR, KAREN & ROBERT A	30.08
03/26/2024	Count	24749	DUNNING, DEVIN JOSHUA	10.00
03/26/2024	Count	24750	FELICIANO, ALYSSA	5.00
03/26/2024	Count	24751	FRANK, TERRY L	4.46
03/26/2024	Count	24752	HALL, GARY F	4.99
03/26/2024	Count	24753	HEPHNER, TONIE D	10.00
03/26/2024	Count	24754	HUTCHISON, THEODORE L	14.41
03/26/2024	Count	24755	JOHNSTON, GARY L & BETH A	17.00
03/26/2024	Count	24756	KELLY, RANDY S	4.99
03/26/2024	Count	24757	KIRKENDALL, ROBERT M	10.01
03/26/2024	Count	24758	MIDDEL, JARED	2.72
03/26/2024	Count	24759	MIDDELL, JOHN L & DENISE	30.00
03/26/2024	Count	24760	MONAHAN, ELAINE M	6.00
03/26/2024	Count	24761	PRICE, CELINA	3.75
03/26/2024	Count	24762	RAY, MALIK J	10.00
03/26/2024	Count	24763	RINCON, CHRISTY D	10.00
03/26/2024	Count	24764	ROACH, ADRIA LAUREN	99.79
03/26/2024	Count	24765	SHOLL, ROGER B & DIANE M	15.57
03/26/2024	Count	24766	STARLIN, JOHN C & ERIN B	24.48
03/26/2024	Count	24767	STEWART, KARI N	18.00
03/26/2024	Count	24768	WILSON, WILLIAM L & FELICIA	15.00
04/01/2024	Count	24769		62.00
04/01/2024	Count	24770		20.00
04/01/2024	Count	24771		4.77
04/01/2024	Count	24772		199.54
04/01/2024	Count	24773		114.73

Check Date	Bank	Check	Vendor Name	Amount
04/01/2024	Count	24774		24.98
04/01/2024	Count	24775		10.03
04/01/2024	Count	24776		9.99
04/01/2024	Count	24777		127.26
04/01/2024	Count	24778		131.20
04/01/2024	Count	24779		10.00
04/01/2024	Count	24780		5.00
04/01/2024	Count	24781		6.73
04/01/2024	Count	24782		7.00
04/01/2024	Count	24783		15.00
04/01/2024	Count	24784		15.00
04/01/2024	Count	24785		95.90
04/01/2024	Count	24786		10.01
04/04/2024	Count	24787	BEACH, JAMES G	10.14
04/04/2024	Count	24788	BEAL, JEREMY C & CHANDA	30.00
04/04/2024	Count	24789	BETZER, APRIL L	10.00
04/04/2024	Count	24790	BREWER, MARY JO	9.90
04/04/2024	Count	24791	CAMACHO, SIERA RENE	4.99
04/04/2024	Count	24792	GOODLOCK, ROBYN	5.00
04/04/2024	Count	24793	GRIFFITH, ISABEL A	5.04
04/04/2024	Count	24794	HOARD, BRIAN & MICHELLE	15.00
04/04/2024	Count	24795	LAUT, STEVEN R & SHANA	6.00
04/04/2024	Count	24796	PEIFFER, NEIL D	5.00
04/04/2024	Count	24797	REED, KEVIN L	5.04
04/04/2024	Count	24798	RONEY, JOHN V	5.89
04/04/2024	Count	24799	ROWAN, WESLEY N & CARRIE	15.75
04/04/2024	Count	24800	SCHUTTE, JEFFERY R & JUDY	48.00
04/04/2024	Count	24801	SWANDER, PRESTIN H	5.00
04/04/2024	Count	24802	WILLIAMS, KORTNEE D	1.72
04/09/2024	Count	24803	GESTWITE, JASON	5.51
04/09/2024	Count	24804	HARNER, CHANDLER SCOTT	10.03
04/09/2024	Count	24805	MEAD, ALISA M	9.99

COUNT TOTALS:

Total of 110 Checks:	3,012.27
Less 0 Void Checks:	0.00
Total of 110 Disbursements:	3,012.27

REPORT TOTALS:

Total of 220 Checks:	69,171.10
Less 0 Void Checks:	0.00
Total of 220 Disbursements:	69,171.10



CLEAR-1019 Reported Offense By Date

Between 03/01/2024 Thru 03/31/2024



Agency: **HN** Hudson Police Department

Offense Code	Description	Incident Count
1313	Assault/ Battery/Simple (Incl Domestic and Police Officer	1
2204	B&E - Burglary - No Forced Entry - Residence- Home Invasion	1
2308	Larceny - From Building (Includes Library, Office used by Public, etc)	1
2505	Pass Counterfeited -Any Object	1
2693	Uttering and Publishing Check	1
3074	Retail Fraud Theft 2nd Degree	1
5012	Probation Violation	1
5015	Failure to Appear (FTA)	4
5799	Invade Privacy (Other)	1
6101	Income Tax	4
C2934	Vehicle Insurance - None / Expired	1
C3020	Misdemeanor Arrest Warrant (Originating Agency)	1
C3104	Crash, Angle	2
C3105	Crash, Rear End	1
C3108	Crash, Sideswipe-Same	1
C3109	Crash, Sideswipe-Opposite	1
C3145	Property Damage Traffic Crash PDA	1
C3148	Motor Vehicle - Animal Traffic Crash	2
C3217	Attempt Suicide Adult	2
C3299	Welfare Check	3
C3310	Family Trouble	7
C3311	Customer Trouble	1
C3324	Suspicious Circumstances	4
C3326	Suspicious Vehicles	2
C3330	Assist Other Law Enforcement Agency	6
C3331	Assist Medical	2
C3332	Assist Fire Department	1
C3334	Assist Other Govt Agency	1
C3336	Assist Citizen	1
C3355	Civil Matter - Other	3
C3704	Traffic Complaint / Abandoned Auto	1
C3804	Animal Complaint	7
L3517	Subpoena Service - HN	1
L3524	Freedom of Information - HN	3
L3533	PBT Test - HN	2
L3543	Purchase Permit - HN	11
L3544	Background/Records Check - HN	2
L3548	Juvenile Investigation - HN	2
L3562	Animal - Stray Canine - HN	1
L3590	Traffic Stop - HN	14
L3597	Ordinance Violation -HN	20
L6018	Vin Inspection - HN	2

Sum: 125

Ordinance Violations:

20 new ordinance violations were addressed and documented this month with a primary goal to get compliance. Officers primarily worked on getting compliance for unregistered and/or inoperable vehicles, however also addressed several properties with major blite issues. One warrant was issued on a property owner who failed to handle several civil infractions and did not appear for a misdemeanor citation. Misdemeanor citations are issued as a last resort after all other options have been depleted.

CITY OF HUDSON



40 Jackson St.
Hudson, MI 49247
517-448-6101
hudsondpw@hotmail.com

Jay Best
DPW Superintendent
Phone #517-403-9216

Water:

1. Total: 6.848,000 Max Day: 283,000 Ave Day: 220,000 Min Day: 157,000
2. High service pump issue repaired and reinstalled
3. Scada issue Repaired and running (Peerless Midwest)
4. Water samples completed
5. Lead service line report sent to EGLE
6. Peerless Midwest here to do well testing for Budget concerns
7. Ongoing work with TSC

Distribution:

1. Miss Dig locates completed
2. Remote reads and meters installed
3. S/O notices delivered
4. LSL works ongoing
5. Jay and Jeff water conference
6. Meter work completed
7. Main street water service line broke large water loss S/O
8. Hydrant flow test Cross street completed

Streets:

1. Street signs replaced
2. Cold patch work completed
3. Sweep streets
4. Brush pick up completed
5. Budget work ongoing for street and parking lot work
6. West street sink hole after investigation is a county drain and will be repaired by the county
7. Sewer jetting on streets completed
8. Post office and Howard Street signs replaced and billed for
9. Tree work on streets complete

Parks:

1. Park property trimmed for spring
2. Soccer fields painted for soccer
3. Memorial Park parking lot painted for games
4. Company to replace roofs at Carlton Park for cost of material (City Manager to review)
5. Park clean up ongoing

Misc:

1. Backhoe serviced by local company with savings of 1000.00
2. Storm drains jetted for maintenance
3. Loose equipment serviced inhouse
4. Chapman here for brick work completed
5. Cemetery burials completed
6. Multiple Departments multiple Bid word completed
7. Working on new Welcome to the City of Hudson signs and Carlton Park sign
8. Door replaced at dance studio
9. Industrial Park preliminary work completed
10. Consumers power broken pole replacement working with WWTP completed (very quickly)

Summary:

Had some illness run thru the department, and some vacation time but made it thru fine. Was able to get some new street signs hung and some patching on streets and some tree work completed. All equipment is serviced and ready for work. Ongoing budget bids and education completed this month so I feel we are in good shape for the summer work. Thanks Jay

Report from the Main Office

March 2024

1 building, 1 Mechanical and 1 electrical permit was issued in March.

We had 2 burials at the Maple Grove Cemetery in March.

In the utilities, the office billed \$126,639.49 in March and with an additional \$6,843.48 in late charges. We have also sent out 36 letters to people who still owe on rental inspections, utilities and miscellaneous charges. The letter states that they must pay by the end of April or the charges will go onto their property taxes. This has been the practice of the City and it is also stated in our ordinances.

Community Center had 13 rentals, 0 park reservation, 0 garage sale and 6 dog tags sold in March.

We received a letter from a 3rd grader from Byron Center Christian School in Byron Center, Michigan. The class is studying the State of Michigan and our City was picked by one of the students. We sent back a letter of facts about the City along with several items that have Hudson's logo on it.

We have started to scan all of the City's properties deeds and easements to have on the server. The other project will be to get all the City maps scanned.

Jeaniene McClellan
City Clerk

Hudson Fire Department Department Head Report Month March Year 2024

MONTHLY RUN TOTAL: 15
BREAKDOWN BY SERVICE AREA

2024 YEAR TO DATE CALLS 36

CITY OF HUDSON	<u>3</u>	YTD	<u>6</u>
HUDSON TWP.	<u>2</u>	YTD	<u>10</u>
PITTSFORD TWP.	<u>2</u>	YTD	<u>3</u>
MEDINA TWP.	<u>0</u>	YTD	<u>1</u>

2023 YEAR END TOTALS 222
2022 YEAR END TOTALS 218
2021 YEAR END TOTALS 241
2020 YEAR END TOTALS 208
2019 YEAR END TOTALS 210

ASSIST TO:

CLAYTON	<u>0</u>	YTD	<u>0</u>	WALDRON	<u>0</u>	YTD	<u>3</u>
ADDISON	<u>1</u>	YTD	<u>3</u>	HUDSON AMBULANCE	<u>1</u>	YTD	<u>4</u>
MORENCI	<u>2</u>	YTD	<u>3</u>	SOMERSET	<u>1</u>	YTD	<u>2</u>
JEFFERSON	<u>3</u>	YTD	<u>3</u>	OTHER	<u>0</u>	YTD	<u>0</u>

TRAINING/ACTIVITY/OTHER

TRAINING #1 TOPIC HazMat Ops Refresher FIREFIGHTERS ATTENDED 15 HRS TOTAL 3.5

TRAINING #2 TOPIC Officers Report Writing FIREFIGHTERS ATTENDED 5 HRS TOTAL 1.5

TRAINING #3 TOPIC Respiratory Protection FIREFIGHTERS ATTENDED 18 + 8 from Clayton HRS TOTAL 3

TRAINING #4 TOPIC SCBA Mask Fit Testing FIREFIGHTERS ATTENDED 18 + 8 from Clayton HRS TOTAL 1

OTHER ACTIVITIES:

Issued 15 Burning permits for March. YTD= 40 **2023 total permits issued was 89.**

Truck Check was held 03/17/24. 10 Firefighters Attended. 3 Hrs. Total

The Officers Meeting was held on 03/17/24 with 5 attending. 1 Hr.

Hudson And Clayton Fire Departments are continuing working together for Joint training sessions on Mandatory OSHA required Training making it easier for both Departments.

The Chief submitted the upcoming year's budget proposal to the manager.

Three members of our department competed in the Clayton Fire Departments First Responder Chili Cookoff. Although we did not win any prizes, we had a lot of fun and helped Clayton raise needed funds for equipment and operations.

We had 7 members participate at the Community Easter Egg Hunt giving tours of Equipment.

We are planning a Pancake and Sausage Breakfast Fund Raiser for May 19th.

Jerry Tanner
82 - C1



Phone (517) 448-4701
 E-Mail: wwtp@ci.hudson.mi.us

Monthly Report of Operations at the
 Wastewater Treatment Plant for March 2024

	24-Feb	24-Mar	
Rain	1.3	3.50	Inches
Average Influent Flow	0.447	0.398	MGD
Max Influent Flow	0.762	0.778	MGD
Total Influent Flow	12.971	12.337	MG
Average Primary Sludge Pumped	5,334	5,094	Gal/day
Total Primary Sludge Pumped	160,028	152,828	Gallons
Average Secondary Sludge Pumped	452,724	481,645	Gal/day
Total Secondary Sludge Pumped	13,129,000	14,931,000	Gallons
Average Sludge Wasted	13,268	13,895	Gal/day
Total Sludge Wasted	384,776	430,753	Gallons
Average Ferrous Feed	62	62	lbs/day
Total Ferrous Feed	1,786	1,928	lbs
Average Electrical Usage	936	1,058	Kilowatt hrs/day
Total Electrical Usage	27,136	32,800	kilowatt hrs
Average Natural Gas Usage	34	28	M cu ft/day
Total Natural Gas Usage	984	880	M cu ft



Respectfully Submitted Joshua M Mattek City of Hudson WWTP Superintendent.

RECREATION ADVISORY BOARD

121 N. Church Street, Hudson, MI 49247

REGULAR MEETING

Minutes of March 11, 2024

The Recreation Advisory Board meeting was called to order by John Kirkland at 6:00 p.m.

Roll Call: Present: Elizabeth Comiskey, Nicole Chase, George Race, John Kirkland, and Roger Clark
Absent: Nikki Cleveland

Others Present: Kris Eschedor, City Manager Charles Weir, and Deputy City Clerk Linda J Cross.

ORDERS OF THE DAY:

Excuse Absent Members:

Motion by John Kirkland, seconded by Roger Clark to **approve to excuse Nikki Cleveland from the meeting**, CARRIED by voice vote.

Minutes:

Motion by John Kirkland, seconded by Elizabeth Comiskey to **approve the minutes of February 19, 2024, and place on file**, CARRIED by voice vote.

OLD BUSINESS:

Recreation Master Plan:

Kris Eschedor provided the members with the updated Revised Recreation Plan.

Before the City can apply for any grants the Recreation Master Plan must be updated. We missed the February deadline for grants for 2024, and would like to submit the new plan by summer of 2024 for grants for 2025. The results of the survey were discussed, and members provided feed back, along with pictures, of projects that need attention. Each member will prioritize the requests from the survey, and they will be collectively put together at the next meeting.

The following was also discussed:

- The Hudson School would like to get involved with the ball fields at the parks to help maintain the dirt sections. This would allow them to schedule more tournaments and have alternate fields for overflow of games and practices, taking into consideration the youth leagues as well.
- Getting businesses to sponsor a park, or certain items at a park, and post signs giving credit to those that funded it.
- Need community volunteers to help with sprucing up the parks (paint, handrails, etc), and organizing a day for the projects
- The parks need ADA compliant access sidewalks to the events, bleachers, concessions and playgrounds. There are no walkways accessible for wheelchairs to get to these areas.

- Discussion regarding the washout on the trail near the Elementary School

VISITORS BEFORE THE BOARD:

None

CITY MANAGER'S REPORT:

- REI Global is in the process of getting the Environmental Review with Egle complete for their possible factory in the Industrial Park.
- The City is getting a quote for the crack sealing and seal coating on the trails.

BOARD COMMENTS:

The next meeting will be April 15, 2024 at 6:00 pm.

ADJOURNMENT:

Motion by John Kirkland, seconded by Roger Clark to adjourn the meeting at 7:03 p.m.

ATTEST:

Linda J Cross, Deputy City Clerk

**PLANNING COMMISSION
121 N. CHURCH STREET – HUDSON MI
REGULAR MEETING
March 25, 2024 at 6:30 pm**

The Regular Meeting was called to order by Chairperson Brad VandeZande at 6:27 p.m.

ROLL CALL: PRESENT: Jack Donaldson, Will Terrill, Sean Williams and Brad VandeZande

ABSENT: Rob Hall and George Race

OTHERS: Ben & Allison Sayler, City Manager Charles Weir and City Clerk Jeaniene McClellan

ORDERS OF THE DAY:

Excuse Absent Members:

Motion by Jack Donaldson seconded by Will Terrill, to **excuse George Race and Rob Hall from the meeting.** CARRIED by voice vote.

Minutes dated February 26, 2024:

Motion by Will Terrill seconded by Jack Donaldson, to **approve the minutes dated February 26, 2024 and place on file.** CARRIED by voice vote.

Minutes dated March 1, 2024:

Motion by Jack Donaldson, seconded by Sean Williams, to **approve the minutes dated March 1, 2024 and place on file.** CARRIED by voice vote.

NEW BUSINESS:

753 Meadowbrook Drive – extra driveway for trailer:

The owner at 753 Meadowbrook Drive is asking for another driveway on his side yard for their travel trailer. A site plan with the zoning compliance application was given to the members for their review. The driveway would have a culvert (22' x 15") for drainage by the street and the driveway will be 18' wide at the street then tapers to 12' for the rest of the driveway. The material will be constructed out of crushed limestone.

DPW Superintendent Jay Best asked to have the approach covered with concrete. Mr and Mrs Sayler asked if the other property owner in the subdivision would be responsible for putting their approach in concrete.

This will be against the advisement of the Superintendent due to the drainage of the storm water that can push on the culvert and the stone driveway into the City's storm drain.

Motion by Sean Williams, seconded by Will Terrill to **approve to have another driveway at 753 Meadowbrook Drive with just the crushed stone.** CARRIED by voice vote.

CITY MANAGER'S REPORT:

- The masonry work at the public works building has been completed.
- Tractor Supply Company has broken ground this week.

VISITORS BEFORE COMMISSION:

No Visitors

COMMISSION COMMENTS:

ADJOURNMENT:

Motion by Jack Donaldson, seconded by Will Terrill, to adjourn the meeting at 6:39 p.m.

ATTEST: _____

Jeaniene McClellan, City Clerk



City Manager Report

April 16, 2024

- The three-year contract with the International Union of Operating Engineers OE324 and the DPW Union employees expires June 30, 2024. I will be meeting with the Union Business representative and the DPW Union Steward on Thursday April 25th to start negotiations for the new three-year contract.
- On Monday April 15th the second phase of the city property appraisals will be underway by the city's property and liability Insurance carrier Nickle & Saph. This process started last year because it has been several years since the city properties were reappraised to make sure they are adequately insured. In the first phase we discovered that the city was ensuring some property that was not the city's responsibility and some of the city properties were undervalued. When the appraisals are done the city will have a clearer picture of its the assets and liabilities.
- We had eight (8) old trees taken down and the stumps ground. Three (3) trees were trimmed. It expanded as we started cutting with citizens calling in about dangerous trees. The invoice for this round of tree cutting and trimming came in at \$6,400.00. The remaining balance in the Forestry Line after the payment of this invoice is \$28,475.00. Public Works has a list of trees that need trimming and/or removal. This is ongoing indefinitely and will continue with available funding and manpower. Public Works employees assist with the tree cutting and trimming to keep costs lower.
- WWTP Superintendent Josh Mattek and I met with Consumers Energy on Thursday April 11th regarding the electrical upgrade to the S Church Street Lift Station. We will be running the electrical service from the power pole at the street underground which will eliminate the overhead wires and eliminate the unsafe leaning 6x6 post that the current electrical service is on. This work will likely be done in 8-10 weeks. Once this is done, Josh and his crew can get the rest of the lift station completed over the summer.
- We have a volunteer contractor that will re-roof the concession building if the city buys the material. The material cost for new metal roofs is \$3,850.72. The city currently has \$22,951.00 in the Parks Line Item. I approved the purchase of the material, and the roofs will be done very soon.

Charlie