



City of Hartford  
County of Van Buren, State of Michigan

## Commission Business Meeting Agenda

Monday, March 27, 2023 at 7:30 PM

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### APPROVAL OF AGENDA

### GUESTS

### PUBLIC COMMENT

### COMMUNICATIONS

- [1.](#) Hartford Speedway - 2023 Race Schedule
2. City Hall Closed - Observance of Good Friday
- [3.](#) Decatur Township Public Hearing - Use of Off Road Vehicles - April 25, 2023 @ 6pm
- [4.](#) Chamber After Hours April 17, 2023 @ 6pm

### REPORT OF OFFICERS BOARDS & COMMITTEES

#### Police & Ordinance

- [5.](#) HPD - Chief

#### Fire Department

- [6.](#) HFD - 2023 February - Chief
- [7.](#) HFD - 2023 February - Board
- [8.](#) HFD - 2023 February - Board Representative Report

#### Ambulance

- [9.](#) AMB 2023 February

#### Van Buren County

- [10.](#) VBC - 2023 February Updates

#### Public Works

- [11.](#) DPW - 2023 February

Wastewater Treatment Plant

[12.](#) WWTP 2023 February

Treasurers, Investment & List of Bills

[13.](#) 2023 March List of Bills

City Manager

[14.](#) CM - 2023 March

[15.](#) Construction Project Updates

[16.](#) City Hall Roof Update

**APPROVAL OF COMMISSION MINUTES**

[17.](#) 2023 February 27 Business Meeting

[18.](#) 2023 March 15 Special Meeting

19. 2023 March 15 Special Closed Meeting

**APPROVAL OF REPORTS**

**GOALS/OBJECTIVES**

**OLD BUSINESS**

[20.](#) Trash Can Proposal

[21.](#) Ambulance Contract

**NEW BUSINESS**

[22.](#) Water Main Extension Project - Award Recommendation - Harris ConAg LLC \$2,131,854.00

23. DWAM SRF - Engage bakertilly to provide Municipal Advisory Services - \$9,500

[24.](#) Approval of City of Hartford Procurement Policy

[25.](#) Approval of Employee Handbook

26. Proposal The Rossow Group - Physical Inventory & Procedural Audit of Evidence & Property Controls for the Police Department - \$10,000

27. Proposed Boring on WWTP Property

[28.](#) RFP for Recreational Marihuana Licenses

29. Award Demolition Contract for 215 Shepard Street 80-52-705-005-01

30. Quote for Flower Box's

- [31.](#) Liability Renewal - \$45,594.00
- [32.](#) 2023/2024 Salt Order- Not to Exceed \$10,000
- [33.](#) Proposed Fee & Board Wage Schedule
- 34. Disposal of City Property - TV & Entertainment Stand
- 35. Disposal of City Property - Typewriter to Mrs. Halls Classroom
- [36.](#) Discussion - Additional Council Meetings Request by Commissioners Danger & Sullivan
- [37.](#) Set Budget Hearing & Truth In Taxation Special Meetings

#### **INTRODUCTION OF RESOLUTIONS OR AMENDMENTS**

- [38.](#) Resolution 2022 - 007 Vacate South Street - Update Act 51 Map
- [39.](#) Resolution 2023-008 Vacate Shepard Street - Update Act 51 Map
- [40.](#) Amendment to Code of Ordinances Section 52 Sewers Section 52.08 Rates & Charges
- [41.](#) Amendment to Code of Ordinances Section 94 Soil, Waste & Fill Material Section 94.05 Permit Fee
- [42.](#) Amendment to Code of Ordinances Section 150 Buildings & Building Regulations Section 150.52 Fees
- [43.](#) Amendment to Ordinance no. 314-17 Permit & Regulate Mobile Food Vehicle Vendors
- [44.](#) Amendment to Ordinance 320-20 Recreational Marihuana Licensing (MARTMA) Section 5 A. Licensing of Marihuana Establishments
- [45.](#) Amendment to Code of Ordinances Anti Blight Ordinance 304-07
- [46.](#) Amendment to Code of Ordinances General Penalties - Second Reading
- [47.](#) Proposed Ordinance No. 322-2023 - Liquor Licenses & Permits
- [48.](#) Proposed Ordinance No. 323-2023 - Code of Conduct & Ethics
- [49.](#) Amendment to Chapter 52 Sewer Use Ordinance

#### **ADJOURNMENT**



The logo for Hartford Speedway features the word "HARTFORD" in a bold, red, italicized sans-serif font with a black outline. Below it, the word "Speedway" is written in a white, cursive script font with a black outline. The text is set against a red and black oval background that resembles a stylized wing or a speedometer needle. The entire logo is centered on a background of a metallic, diamond-plate aluminum texture.

# HARTFORD Speedway

## 2023 SCHEDULE

**FRI. MAY 12** Opening Night - Mods, Super Troopers, Cybers

**FRI. MAY 19** GLSS Winged Sprint Cars, Mods, Super Troopers, Cybers

**SAT, JUNE 3** NIGHT OF DESTRUCTION

**FRI. JUNE 9** GLTS Non Wing Sprints, Mods, Super Troopers, Cybers

**FRI. JUNE 16** GLSS Winged Sprint Cars, Mods, Super Troopers, Cybers

**FRI. JUNE 23** Midwest Dirt Compacts, Late Models, Super Troopers

**FRI. JUNE 30** 4th CELEBRATION, Mods, Super Troopers, Cybers

**FRI. JULY 7** GLSS Winged Sprint Cars, GLTS Non Wing Sprint, Super Troopers, Cybers

**FRI. JULY 14** HELL TOUR - Late Models, Modifieds, Cybers

**SAT. JULY 29** NIGHT OF DESTRUCTION

**FRI. AUG 11** GLSS Winged Sprint Cars, Mods, Super Troopers, Cybers

**FRI. SEP 8** GLSS Winged Sprint Cars, Mods, Super Troopers, Cybers

**SAT. SEP 23** Midwest Dirt Compacts, GLTS Non Wing Sprint Cars,  
Super Troopers, STREET STOCK INVITATIONAL

**SAT. SEP 30** NIGHT OF DESTRUCTION



**NOTICE**

**DECATUR TOWNSHIP BOARD OF TRUSTEES PUBLIC HEARING**

**Regarding Adoption of a Proposed Ordinance Regulating the Use of Off Road Vehicles within Decatur Township.**

**PLEASE TAKE NOTICE** that the Decatur Township Board of Trustees will hold a public hearing regarding the adoption of an Ordinance Regulating Use of Off Road Vehicles within the Township at a Township Board meeting on April 25th, 2023 at 6:00 p.m. at the Decatur Township Hall, 103 E Delaware Street, within the Township.

**PLEASE TAKE NOTICE** that this is a statement of intent, request for comment and consultation and notice of public hearing regarding the proposed ordinance, in accordance with MCL 324.81131(3). Written comments will be received at the Office of Township Clerk Julie McKee, P.O. Box 33, Decatur, MI 49045 up to the date of the hearing. A copy of the proposed ordinance may also be obtained at the Office of the Township Clerk during the same days and times.

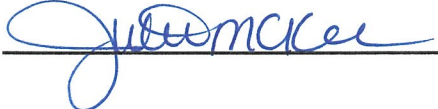
**PLEASE TAKE FURTHER NOTICE** that Decatur Township will provide necessary, reasonable auxiliary aids and services at the hearing to individuals with disabilities upon five (5) days' notice to the Decatur Township Clerk at the address below.

All persons are invited to be present and to participate in discussion of the proposed ORV ordinance.

**DECATUR TOWNSHIP BOARD**  
Julie McKee, Township Clerk  
103 E. Delaware Street, P.O. Box 33  
Decatur, MI 49045  
269-436-1185

A copy of this Notice will be on file with the Township Clerk, 103 E. Delaware Street, Decatur MI 49045

Posted on: 3/14/23

Township Clerk/Deputy Clerk Signature: 

RECEIVED  
MAR 16 2023  
CITY OF HARTFORD



Please Join Us For

## *Chamber After Hours*

A Business, Social & Networking Event

Presented by:

*Rabbit Hole Comics &*

*The Hartford Area Chamber of Commerce*

**Monday, April 17, 2023 at 6pm**

**441 E. Main St.**

**Hartford, MI 49057**

*Light refreshments provided*

Guest Speaker: City Of Hartford Manager Sanya Vitale

**Please RSVP by April 14, 2023**

**Call (269)588-5103 ex. 2 or email [hartfordmichamber@gmail.com](mailto:hartfordmichamber@gmail.com)**

This is an open event for everyone in the business community to join us for an evening of socializing and networking.



**Hartford Police Department**  
19 West Main Street - Hartford, Michigan. 49057

**Police Report for Month of FEBRUARY**

<b>Total Duty Hours</b>	<b>762</b>	<b>Foot Patrol Hours</b>	<b>4</b>
<b>Arrests</b>	<b>8</b>	<b>Felony</b>	<b>2</b>
<b>B&amp;E's</b>	<b>2</b>	<b>Misdemeanor</b>	<b>6</b>
<b>Arrest Warrants Issued</b>	<b>5</b>	<b>Traffic Citations Issued</b>	<b>13</b>
<b>Homicide</b>	<b>0</b>	<b>Robbery</b>	<b>0</b>
<b>Sex Crimes</b>	<b>0</b>	<b>Trespassing</b>	<b>3</b>
<b>Assaults</b>	<b>4</b>	<b>UDAA (stolen auto)</b>	<b>0</b>
<b>Burglary</b>	<b>0</b>	<b>Larceny</b>	<b>3</b>
<b>Frauds</b>	<b>0</b>	<b>Property Destruction/Vandalism</b>	<b>0</b>
<b>NFS Checks</b>	<b>0</b>	<b>Juvenile Del</b>	<b>1</b>
<b>OUIL</b>	<b>1</b>	<b>Drug Investigations</b>	<b>0</b>
<b>Civils</b>	<b>5</b>	<b>Public Peace</b>	<b>3</b>
<b>Lost Property</b>	<b>0</b>	<b>Found Property</b>	<b>0</b>
<b>Suspicious Person(s)/Vehicle(s)</b>	<b>8</b>	<b>Alarms</b>	<b>10</b>
<b>Health/Safety</b>	<b>1</b>	<b>Traffic Crash</b>	<b>7</b>
<b>Assist to other Agencies</b>	<b>3</b>	<b>Michigan State Police</b>	<b>2</b>
<b>Van Buren Co Sheriff</b>	<b>9</b>	<b>FIRE/EMS</b>	<b>15</b>
<b>Other Local Agencies</b>	<b>4</b>	<b>Persons</b>	<b>6</b>

**HARTFORD POLICE DEPARTMENT MONTH OF FEBRUARY STATS. AS ALWAYS IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT ME. CHIEF MICHAEL W. PRINCE.**



# Hartford Fire Department

Hartford, MI

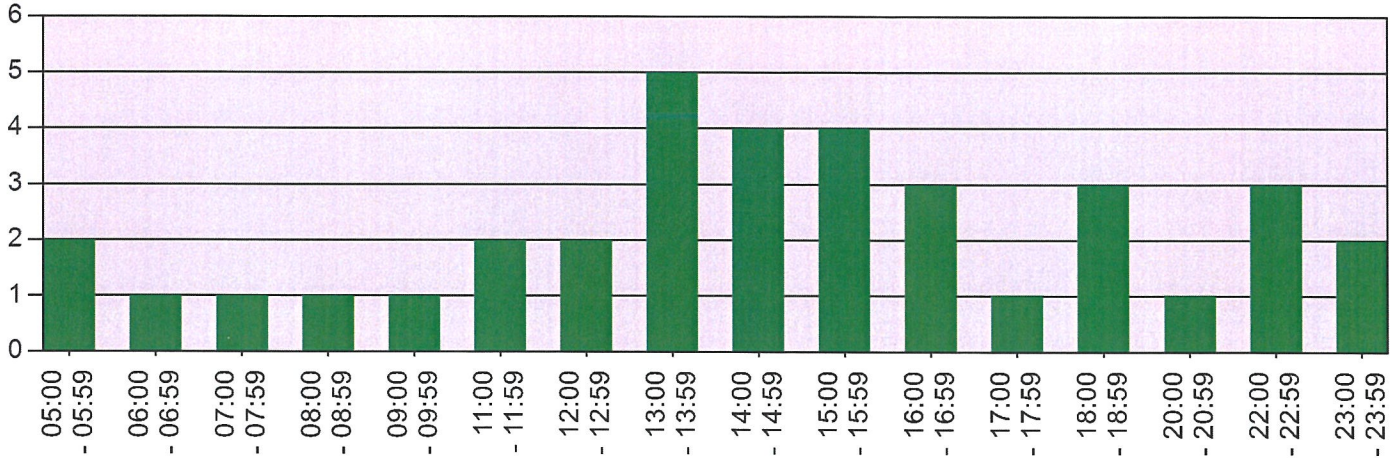
This report was generated on 3/6/2023 8:31:49 AM



Item 6.

## Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2023 | End Date: 02/28/2023



HOURLY	# of CALLS
05:00 - 05:59	2
06:00 - 06:59	1
07:00 - 07:59	1
08:00 - 08:59	1
09:00 - 09:59	1
11:00 - 11:59	2
12:00 - 12:59	2
13:00 - 13:59	5
14:00 - 14:59	4
15:00 - 15:59	4
16:00 - 16:59	3
17:00 - 17:59	1
18:00 - 18:59	3
20:00 - 20:59	1
22:00 - 22:59	3
23:00 - 23:59	2
<b>TOTAL:</b>	<b>36</b>

Only REVIEWED incidents included.



# Hartford Fire Department

Hartford, MI

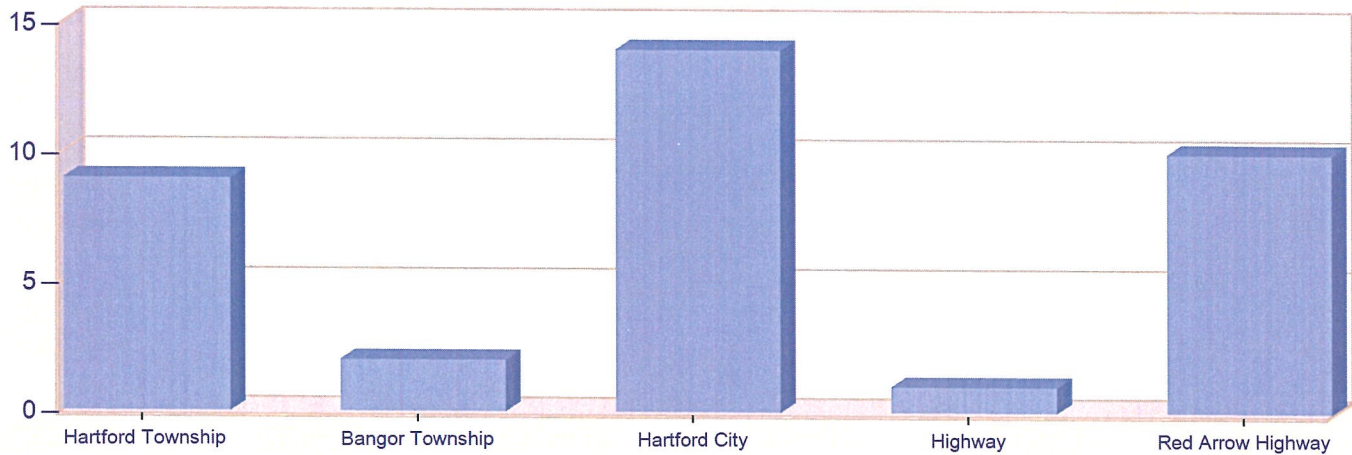
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Item 6.

## Incident Type Count per Zone for Date Range

Start Date: 02/01/2023 | End Date: 02/28/2023



ZONES	INCIDENT TYPE	COUNT
<b>Hartford Township - Hartford</b>		
	311 - Medical assist, assist EMS crew	3
	321 - EMS call, excluding vehicle accident with injury	4
	324 - Motor vehicle accident with no injuries.	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for Hartford Township - Hartford:</i>	9
<b>Bangor Township - Bangor</b>		
	311 - Medical assist, assist EMS crew	2
	<i>Total Incidents for Bangor Township - Bangor:</i>	2
<b>Hartford City - Hartford</b>		
	311 - Medical assist, assist EMS crew	5
	321 - EMS call, excluding vehicle accident with injury	7
	412 - Gas leak (natural gas or LPG)	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for Hartford City - Hartford:</i>	14
<b>Highway - I 94</b>		
	324 - Motor vehicle accident with no injuries.	1
	<i>Total Incidents for Highway - I 94:</i>	1
<b>Red Arrow Highway - Red Arrow Highway</b>		
	311 - Medical assist, assist EMS crew	6
	321 - EMS call, excluding vehicle accident with injury	1

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.



ZONES	INCIDENT TYPE	COUNT
	322 - Motor vehicle accident with injuries	1
	324 - Motor vehicle accident with no injuries.	1
	441 - Heat from short circuit (wiring), defective/worn	1
	<i>Total Incidents for Red Arrow Highway - Red Arrow Highway:</i>	<i>10</i>
<b>Total Count for all Zone:</b>		<b>36</b>

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.





# Hartford Fire Department

Hartford, MI

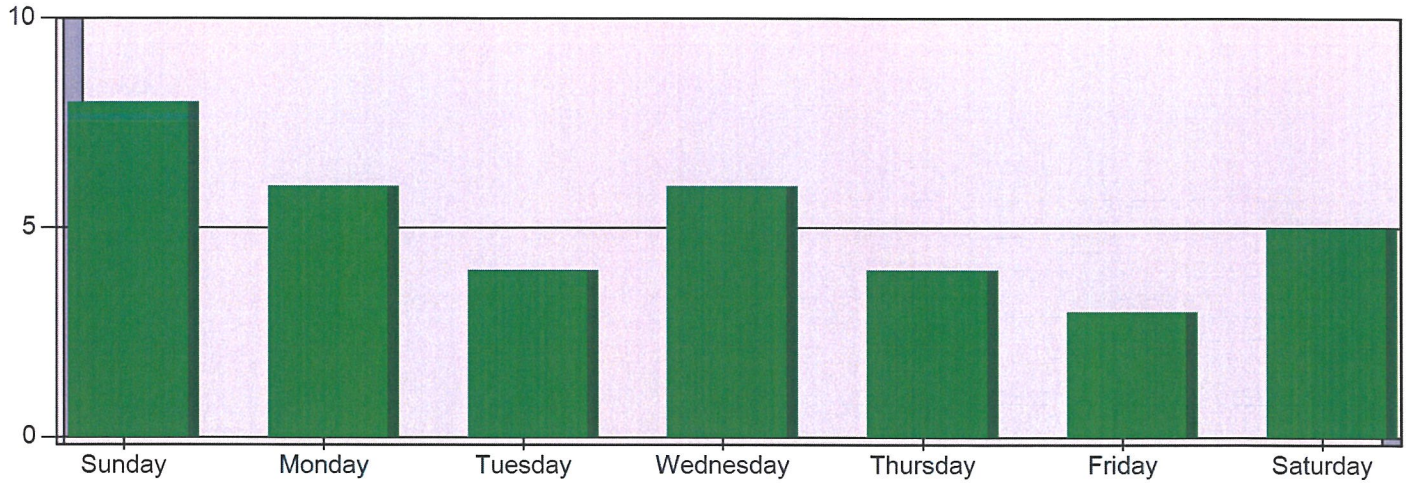
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Item 6.

## Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2023 | End Date: 02/28/2023



DAY OF THE WEEK	# INCIDENTS
Sunday	8
Monday	6
Tuesday	4
Wednesday	6
Thursday	4
Friday	3
Saturday	5
<b>TOTAL</b>	<b>36</b>

Only Reviewed incidents included.



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Doc Id: 1284

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# Hartford Fire Department

Hartford, MI

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Item 6.

## Incident Count per User-Defined Fields for Date Range

Start Date: 02/01/2023 | End Date: 02/28/2023

ANSWERS	# INCIDENTS
<b>USER-DEFINED FIELD: Dispatch Priority (Required)</b>	
1	22
2	6
3	8

<b>USER-DEFINED FIELD: Lift Assist (Required)</b>	
No	34
Yes	2

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.



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# Hartford Fire Department

Hartford, MI

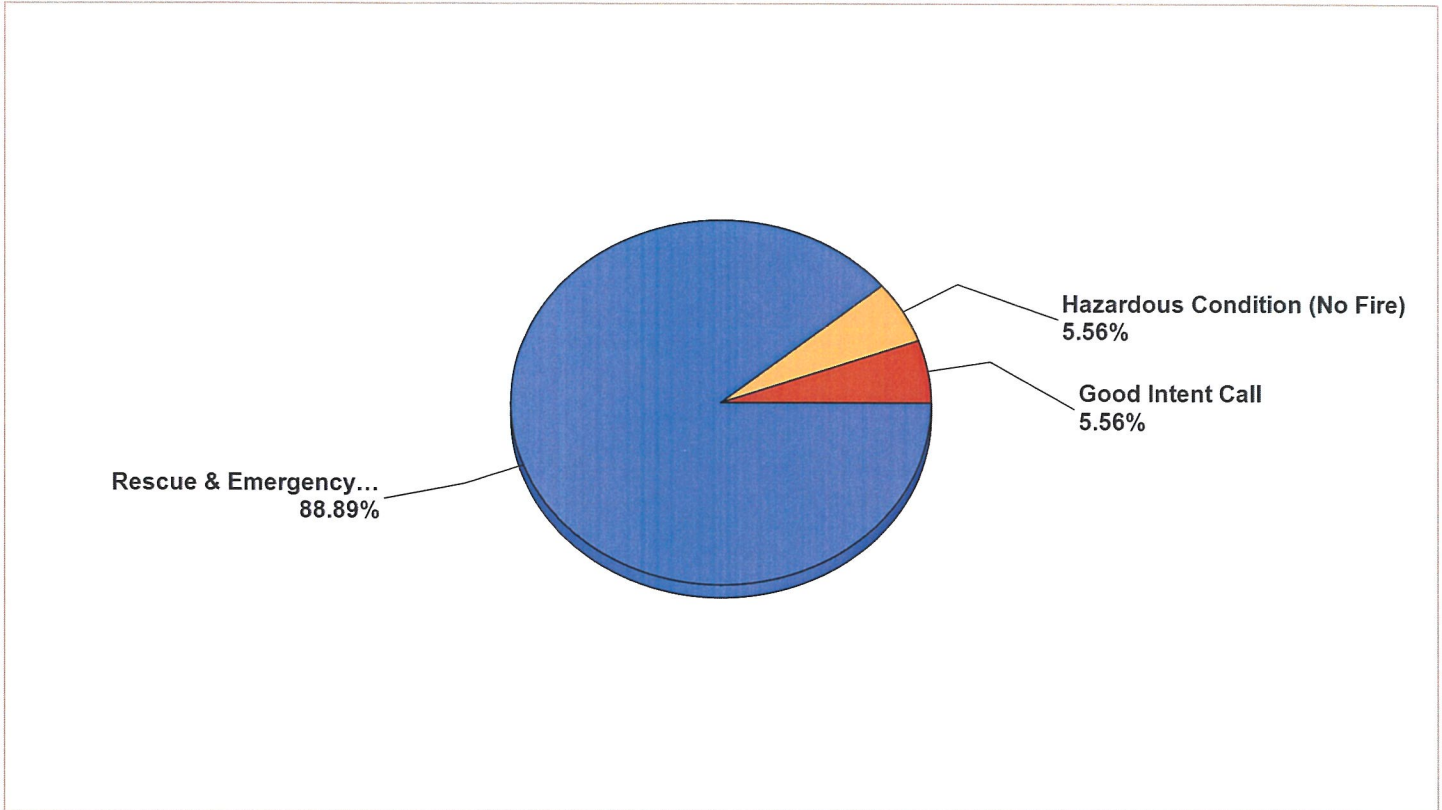
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Item 6.

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	32	88.89%
Hazardous Condition (No Fire)	2	5.56%
Good Intent Call	2	5.56%
<b>TOTAL</b>	<b>36</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

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## Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	16	44.44%
321 - EMS call, excluding vehicle accident with injury	12	33.33%
322 - Motor vehicle accident with injuries	1	2.78%
324 - Motor vehicle accident with no injuries.	3	8.33%
412 - Gas leak (natural gas or LPG)	1	2.78%
441 - Heat from short circuit (wiring), defective/worn	1	2.78%
611 - Dispatched & cancelled en route	2	5.56%
<b>TOTAL INCIDENTS:</b>	<b>36</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



**Hartford Fire Board Meeting  
March 13, 2023  
February Business**

Contents

Page 1	Meeting Agenda
Page 2	Proposed Meeting Minutes of February 13, 2023 Organizational & Regular Board Meeting
Page 3	Treasurer's Report
Page 4	Income & Expense and Expenses by Vendor Summary
Page 5	Payroll Summary
Page 6	Balance Sheet and Deposit Detail
Page 7	Budget Performance Report
Page 8	Call Report
Page 9	Chief Harting's Reports
Page 10	Assistant Chief McGrew Report

Hartford Fire Board  
Agenda  
Monday, March 13, 2023 7:00 PM

- I. Call to Order, Pledge
- II. Roll call: Jerry Birmele, Chad Hunt, Helen Sullivan, Carlos Ledesma, Ron Sefcik
- III. Public Comment: Limited to three minutes per person
- IV. Approval of the Agenda. Motion by \_\_\_\_\_ Second by \_\_\_\_\_ Motion \_\_\_\_\_  
Yeas:\_\_\_ Nays:\_\_\_\_\_
- V. Approval of previous organizational meeting minutes from February 13, 2023: Motion by \_\_\_\_\_  
Second\_\_\_\_\_ Motion\_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
- VI. Approval of previous meeting minutes from February 13, 2023: Motion by \_\_\_\_\_ Second\_\_\_\_\_  
Motion\_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
- VII. Approval of March Treasurer’s report: Motion By \_\_\_\_\_ Second by \_\_\_\_\_ to approve Treasurer’s  
report as presented. Motion \_\_\_\_\_ Yea:\_\_\_\_\_ Nay:\_\_\_\_\_
  - a. Accounts Payable: Amount **\$ 22,518.78** Motion by \_\_\_\_\_ Second \_\_\_\_\_ by roll  
call vote Motion \_\_\_\_\_ Yea:\_\_\_\_\_ Nay:\_\_\_\_\_
- VIII. Review: Income & Expense; Payroll; Balance sheet & Deposit Detail; Budget
- IX. Fire calls
- X. Unfinished Business:  
NONE
- XI. New Business:

- 1. Set Joint Meeting of Fire Board, Hartford City Commission and Hartford Township.

Reports:

- a. Fire Chief
- b. Assistant Fire Chief
- c. Board

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to adjourn at \_\_\_\_\_pm.



**Hartford Fire Board**  
Organizational Meeting Minutes  
Monday, 13 February 2023 7:00 PM

**Members present upon Roll call:** Jerry Birmele, Chad Hunt; Helen Sullivan; Ron Sefcik Absent: Carlos Ledesma

The Organizational Meeting was called to order by Vice-Chairman Hunt at 7:00 pm with the Pledge of Allegiance.

Public Comment opened at 7:01 pm: No Public Comment

Approval of the Organizational Meeting Agenda. Motion by Sefcik Second by Birmele Motion: Approved Yeas: 4—Birmele, Hunt, Sullivan, Sefcik Nays: 0

Organization of Fire Board Office of Chairman:

Motion by Sullivan to nominate Hunt as Fire Board Chairperson for the remainder of the 2022-23 fiscal year. Hunt declined.

Motion by Hunt; Second by Birmele to nominate Sefcik as Fire Board Chairperson for the remainder of the 2022-23 fiscal year. Motion: Approved. Yeas: 3-Hunt, Birmele & Sullivan Nays: 0 Abstaining: 1-Sefcik

- I. Motion by Sullivan; Second by Hunt to adjourn the 2022-2023 organizational meeting at 7:04 pm. Motion: Approved. Yeas: 4—Birmele, Hunt, Sullivan, Sefcik Nays: 0

Respectfully Submitted,

Gerald Birmele, Secretary

**HARTFORD FIRE BOARD MEETING**  
**Minutes of Fire Board Meeting February 13, 2023**

**Members Present upon roll call:** Chad Hunt; Helen Sullivan; Jerry Birmele; Ron Sefcik; Chief Harting.  
 Absent: Carlos Ledesma

**Others Present:** Carole Kiernan, Assistant Chief Kevin McGrew,

Chairman Sefcik called the meeting to order at 7:05 p.m..

Public comment opened at 7:06 pm.

The proposed agenda for the Fire Board meeting of February 13, 2023 was presented. Motion by Helen; Second by Sefcik; to approve the agenda as presented. Yeas: 4—Birmele, Hunt, Sullivan, Sefcik Nays: 0  
 Motion: Approved

The proposed minutes of the January 9, 2023 Fire Board meeting were presented. Motion by Sullivan; Second by Hunt to accept the minutes as presented. Yeas: 3—Hunt, Birmele, Sullivan Nays: 0 Abstaining: Sefcik  
 Motion: Approved

The January Treasurer's report was presented. Motion by Birmele; Second by Sefcik; to accept Treasurer's report as presented. Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0 Motion: Approved

Bills were presented for approval in the amount of \$ **27,349.64** Motion by Hunt; Second by Birmele; to pay bills in amount of **\$27,349.64**. Motion Approved upon roll call vote of members present. Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0

**Unfinished Business:**

None

**New Business:**

1. Amended Estimated Income 2022/2023. Motion by Birmele to adopt amended Estimated Income 2022/2023 per Arbitration. Second: Sefcik Motion Approved Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0
2. Approve the Proposed 2023/2024 Budget. Motion by Sefcik to adopt the Proposed Budget for 2023/2024. Second: Hunt Motion Approved Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0
3. Appoint an administrator for the FNBO Master Card account ending \*1101. Motion by Sefcik to appoint Ledesma Administrator of the FNBO account ending \*1101. Second: Hunt Motion Approved Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0
4. Appoint an administrator for the Huntington Investment accounts ending \*6358 and \*6901. Motion by Sullivan to appoint Ledesma Administrator of the Huntington Investment accounts ending \*6358 and \*6901. Second: Sefcik Motion Approved Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0
5. Approve the opening of **Donations and Contributions Fund Account** by the Treasurer. Motion by Birmele for the Treasurer to open a separate account for the Donations and Contributions received. Second: Sullivan Motion Approved Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0

## Minutes of Fire Board Meeting February 13, 2023

**Fire Chief's Report:****Meetings Attended:**

- Township
- VBC Firefighter Training Committee
- VBC Medical Control
- VBC Fire Chief's

**Information:**

- Completed fire inspection at Marijuana grow operation on Marion St.- Knox Box
- Conducted first fire inspection at the Catholic church on 60<sup>th</sup> AVE.- Knox Box
- New Medical Director is: Dr. Mikulski
- Chief will be gone March 2-5 for EMS Instructors Conference
- Many rumors are swirling about Pride Care—Bill Mears is no longer at Pride Care. Patrick O'Neil/Neal presented himself on a zoom call as the owner.
- Chiefs met after Mr. O'Neil left the zoom—the result of that meeting was that South Haven, Covert and VBEMS would step in if Pride Care closes.

Respectfully Submitted,  
*Robbie Harting*

Robbie Harting-Fire Chief

**Assistant Fire Chief's Report:****Meetings Attended:**

- Van Buren County Fire Chiefs

**Information:**

- CSX Grant submitted for \$18,000 for a UTV
- TC Energy Grant submitted for \$9,000 for RIT Pak and Pak Tracker



**Minutes of Fire Board Meeting February 13, 2023**

- CSX Grant submitted for \$3,000 to initially fund the fire relief fund
- Submitted request to Hardings for a fundraiser for the fire relief fund that was established by the firefighters association
- Additional power washer installed on far side of building to assist in washing apparatus after calls
- New Monitor Installed inside side door for responding to calls app
- New Smart TV Installed in training room
- CPR Class setup and advertised
- Hope Evangelical Lutheran Church donated 9 Tables and 60+ chairs to Firefighters Association- Association will be renting these out starting this spring to further support the association.
- A Spring Pancake Breakfast will be held May 13
- Car Wash & Coffee fund raiser will be held April 16

Respectfully Submitted,

*K. McGrew*

Kevin McGrew-Assistant Fire Chief

**Other Board Business:**

- Hunt reminded the board members that if there was an issue it should be brought before the board.
- Sullivan suggested the Hispanic Heritage Organization may wish to rent the tables and chairs.
- Donations fund—it was made very clear by the administrator of the fund the money be used for items other than general fund items.
- Sefcik will meet with the new City Manager to work on the HFD being a 501c3 as the Department may be able to secure additional grants.

6. Motion Sullivan; second by Sefcik to close meeting at 8:08 pm. Yeas: 4—Hunt, Birmele, Sullivan, Sefcik Nays: 0 Motion: Approved

Respectfully submitted,

Gerald Birmele, Secretary

**HARTFORD FIRE BOARD MEETING**  
**Minutes of Fire Board Meeting March 13, 2023**

**Members Present upon roll call:** Ron Sefcik; Chad Hunt; Helen Sullivan; Jerry Birmele; Carlos Ledesma; Chief Harting. Absent:

**Others Present:** Carole Kiernan, Assistant Chief Kevin McGrew,

Chairman Sefcik called the meeting to order at 7:00 p.m. with the Pledge of Allegiance.

Public comment opened at 7:01. No public comments, closed at 7:01.

The proposed agenda for the Fire Board meeting of March 13, 2023 was presented. Motion by Birmele; Second by Ledesma; to approve the agenda as presented. Yeas: 5, Nays 0; Motion: Approved

The proposed organizational minutes of the February 13, 2023 Fire Board meeting were presented. Motion by Hunt; Second by Sefcik to accept the minutes as presented. Yeas: 5, Nays 0 Motion: Approved

The proposed minutes of the February 13, 2023 Fire Board meeting were presented. Motion by Sefcik; Second by Hunt to accept the minutes as presented. Yeas: 5, Nays 0 Motion: Approved

The February Treasurer's report was presented. Motion by Birmele; Second by Ledesma; to accept Treasurer's report as presented. Yeas: 5, Nays 0 Motion: Approved

Bills were presented for approval in the amount of \$ **22,518.78** Motion by Hunt; Second by Birmele; to pay bills in amount of \$ **22,518.78**. Motion Approved upon roll call vote of members present. Yeah: Birmele, Hunt, Sullivan, Ledesma, Sefcik Nays: 0 Motion: Approved

**Unfinished Business:**

None

**New Business:**

1. Set Joint Meeting of Fire Board, Hartford City Commission and Hartford Township. After Board discussion, all agreed the meeting should be set for Wednesday, April 5, 2023.

**Fire Chief's Report:**

**Meetings Attended:**

- Township
- VBC Medical Control
- City

**Information:**

**Minutes of Fire Board Meeting March 13, 2023**

- Attended EMS Instructors Conference in Traverse City
- Medical Control – New Protocols tentative start date is July 1, 2023
- Had a meeting with the City Manager – discussed Fire Dept. operation and needs.
- CPR will be offered April 19

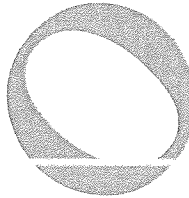
Respectfully Submitted,  
*Robbie Harting*

Robbie Harting-Fire Chief

**Assistant Fire Chief's Report:**

**Meetings Attended:**

- City
- Township



**Information:**

- Submitted Grant to Marathon Petroleum for \$6,000 to start an ice rescue program.
- Mailbox for all members installed in Radio room
- Updated MABAS Box cards
- New SCBA Bottles in service
- Attended Leadership Seminar
- Spring Tornado Drills conducted at schools
- Gathering Quotes for nozzle system underneath vehicles to cool batteries ca. 2200.00
- Adaptor plug to disable electric vehicles quotes being explored ca. 850.00

Respectfully Submitted,  
*K. McGrew*

Kevin McGrew-Assistant Fire Chief

**Other Board Business:**

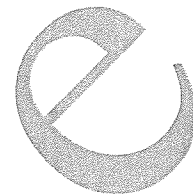
Many different copies of the agreement exist—we need to get 1 copy

Motion by Sefcik; second by Hunt to close meeting at 7:22 pm. Yeas: 5, Nays: 0 Motion: Approved

**Minutes of Fire Board Meeting March 13, 2023**

Respectfully submitted,

Gerald Birmele, Secretary





**Treasurer's Report for meeting on March 13, 2023  
For the month ending February 28, 2023**

## Cash Balances

**Operations – General Fund**

Reconciled Cash Balances of Prior Month ended January 31, 2023–Huntington	<b>\$ 119,600.81</b>
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**XXX** Deposits

City of Hartford – Contribution	\$ 12,307.89
Township of Hartford – Contribution	\$ 14,036.94
Pride Care	\$ 300.00
Township Ass't Chief Grant	\$ 00.00
Bangor Township Cost Recovery	\$ 394.00
Interest	\$ 27.44
Lawton Twp--Training	\$ 200.00
Incident Reports	\$ 20.00
Total Deposits	<b>\$ 27,286.27</b>

<b>Total Balance of General Fund</b>	<b>\$ 146,887.08</b>
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**XXX** Expenditures for approval:

Vendors payable	\$ 10,812.48
Grant Expense	\$ 0.00
Payroll released February 2023 (10,301.50 – 2,043.30)	\$ 8,258.20
Bank Fees	\$ 95.50
MI & Fed Tax Withholdings	\$ 3,352.60

<b>Total Expenditure</b>	<b>\$ 22,518.78</b>
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<b>General Fund Balance February 28, 2023</b>	<b>\$ 124,368.30</b>
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**Capital Equipment**

Reconciled Cash Balance as of February 28, 2023–Millage Fund	<b>\$ 141,253.78</b>
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Reconciled Cash Balance as February 28, 2023–Maintenance Fund	<b>\$ 13,345.30</b>
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Reconciled Cash Balance as of February 28,2023—Donations & Contributions	<b>\$ 0.00</b>
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Cash Balances for month February 28, 2023	<b>\$ 278,967.38</b>
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**Invested Capital Equipment**

Huntington Investment #TCL6358 – Millage Fund Investment January 31, 2023	<b>\$ 9,986.01</b>
Huntington Investment #TCL6901 Investment January 31, 2023	<b>\$ 91,688.10</b>

**Hartford Fire Board  
March 13, 2023 Meeting  
Income & Expense and Expenses by Vendor Summary  
February Business**

**Expense by Vendor**

	<b>Feb 23</b>
A T & T	-406.12
Auto-Wares	-298.47
Best Way Disposal	-83.25
Chad Hunt	-60.00
City of Hartford {2}	-269.91
Comcast	-230.27
Consumers Energy	-324.00
Crystal Flash Energy	-755.48
Dinges Fire Company	-2,826.28
First Bankcard	-1,143.21
Genesis Web Design	-130.00
Helen Sullivan	-60.00
Indiana Mich Power	-388.00
IRS Online Payment	-2,622.18
Jerry Birmele	-60.00
Kellogg Hardware	-25.24
McKesson Medical-Surgical Government Solu	-81.31
Medtox Diagnostics, Inc.	-122.02
North Breathing Air, LLC	-205.00
Pro Safety Innovations LLC	-240.00
Ron Sefcik	-60.00
ShellFleet Plus Card	-328.14
U S Business Systems	-93.60
<b>TOTAL</b>	<b>10,812.48</b>

**Grant Expense      None**

**Income & Expense**

	<b>Feb 23</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
401 Hartford Township	14,036.94
402 Hartford City	12,307.89
404 Interest	62.09
409 Fire Report Request	20.00
411 Hartford City Millage	8,380.60
420 Bangor 1st Resp Reimburse	394.00
Other Revenues	300.00
<b>Total Income</b>	<b>35,501.52</b>
<b>Gross Profit</b>	<b>35,501.52</b>
<b>Expense</b>	

<b>500 Payroll</b>	
500.1 Fire Chief	4,498.50
500.2 Firefighters/Medics	2,596.00
500.3 Support Staff	712.00
500.4 Chief Retirement	269.91
500 Payroll - Other	945.00
<b>Total 500 Payroll</b>	<b>9,021.41</b>
<b>502 Utilities</b>	
502.1 Internet-Telephone	230.27
502.2 Electric	388.00
502.3 Natural Gas	324.00
502.4 First Net-AT&T	406.12
<b>Total 502 Utilities</b>	<b>1,348.39</b>
<b>505 Building Maintenance</b>	
505.1 Bldg Supplies/Maintenanc	259.85
505.5-Trash	83.25
<b>Total 505 Building Maintenance</b>	<b>343.10</b>
<b>506 Fuel</b>	
506.1 Unleaded Gas	328.14
506.2 Diesel	755.48
<b>Total 506 Fuel</b>	<b>1,083.62</b>
<b>508 Vehicle Maintenance</b>	
508.2 Tanker #1831	293.98
508.7 Pick-Up #1801	4.49
<b>Total 508 Vehicle Maintenance</b>	<b>298.47</b>
<b>511 Office</b>	
511.3 Office Supplies	43.99
511.5 Software/Upgrades	711.94
511.6 Copy Maintenance	93.60
<b>Total 511 Office</b>	<b>849.53</b>
<b>513 Payroll Taxes</b>	<b>2,622.18</b>
<b>515 Equipment &amp; Equip Maint</b>	
515.12 Air Tanks	3,066.28
515.2 Tanker #1831	51.90
515.3 Heavy Rescue #1871	51.89
515.9 Medical Supplies	203.33
<b>Total 515 Equipment &amp; Equip Maint</b>	<b>3,373.40</b>
515.13 Ford Truck 1802	51.90
<b>516 Training</b>	
516.1 Fire Chief Training	119.00
516.2 Firefighter I & II	-192.02
<b>Total 516 Training</b>	<b>-73.02</b>

**Hartford Fire Board  
 March 13, 2023 Meeting  
 Income & Expense and Expenses by Vendor Summary  
 February Business**

527 Bank Fees	95.50
528 Bd Members Compensation	240.00
529 Mandatory Annual Testing	
529.8 Air Compressor	205.00
Total 529 Mandatory Annual Testing	205.00
Payroll Tax Expense	2,338.01
Reconciliation Discrepancies	-0.03
<b>Total Expense</b>	<b>21,797.46</b>
<b>Net Ordinary Income</b>	<b>13,704.06</b>
<b>Net Income</b>	<b>13,704.06</b>

**Hartford Fire Board  
March 13, 2023 Meeting  
Payroll Summary  
February Business**

	TOTAL	
	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>		<b>Feb 23</b>
<b>Gross Pay</b>		
Salary	2.00	4,498.50
Assistant Fire Chief	3.00	750.00
Fire Board Office	44.50	712.00
Gas Leaks/CO	15.00	238.75
Good Intent	7.50	118.50
Grant Pay	1.00	800.00
Lift Assist	3.00	50.50
Med Assist	58.00	922.25
Other	2.00	33.00
PI Accident	19.00	301.00
Shift Coverage	63.00	945.00
Training	40.00	619.50
Vehicle Inspection	20.00	312.50
<b>Total Gross Pay</b>	278.00	10,301.50
<b>Deductions from Gross Pay</b>		
Dental-Vision		0.00
Firefighters Assn Dues		-455.74
First Net AT&T		-90.80
Health Insurance		0.00
<b>Total Deductions from Gross Pay</b>		-546.54
<b>Adjusted Gross Pay</b>	278.00	9,754.96
<b>Taxes Withheld</b>		
Federal Withholding		-734.00
Medicare Employee		-149.33
Social Security Employee		-638.68
MI - Withholding		-521.29
Medicare Employee Addl Tax		0.00
MI - Cities Res Tax		0.00
MI - Cities Work Tax		0.00
<b>Total Taxes Withheld</b>		-2,043.30
<b>Net Pay</b>	278.00	7,711.66
<b>Employer Taxes and Contributions</b>		
Company FICA		638.68
Company Med		149.33
Retirement Fund		269.90
MI - Obligation Assessment		0.00
<b>Total Employer Taxes and Contributions</b>		1,057.91



**Hartford Fire Board Meeting  
March 13, 2023  
Balance Sheet & Deposit Detail  
February Business**

**BALANCE SHEET**

	<b>Feb 28, 23</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
102 Regular Check Hunt..3427	110,675.39
105 CD Fund Equity..C...288	0.38
106 Millage Fund Hunt..3456	141,253.78
108 Maintenance Hunt....3469	13,342.23
Chemical Financial Advisors	69,932.47
Huntington Advisors #901	91,688.10
Huntington TLC006358	9,986.01
<b>Total Checking/Savings</b>	<b>436,878.36</b>
<b>Total Current Assets</b>	<b>436,878.36</b>
<b>TOTAL ASSETS</b>	<b>436,878.36</b>
<b>LIABILITIES &amp; EQUITY</b>	<b>0.00</b>

**Deposit Detail**

Type	Num	Date	Name	Account	Amount
Deposit		02/06/2023		106 Millage Fund Hunt..3456	3,264.63
				411 Hartford City Millage	-3,264.63
TOTAL					-3,264.63
Deposit		02/10/2023		102 Regular Check Hunt..3427	14,046.94
				401 Hartford Township	-
				409 Fire Report Request	-10.00
TOTAL					14,046.94
Deposit		02/14/2023		102 Regular Check Hunt..3427	12,517.89
				516.2 Firefighter I & II	-200.00
				402 Hartford City	12,307.89
				409 Fire Report Request	-10.00
TOTAL					12,517.89
Deposit		02/24/2023		102 Regular Check Hunt..3427	694.00
				420 Bangor 1st Resp Reimburse	-394.00
Payment	795529947	02/24/2023	Pride Care Ambulance	Undeposited Funds	-300.00
TOTAL					-694.00

**Hartford Fire Board Meeting  
 March 13, 2023  
 Balance Sheet & Deposit Detail  
 February Business**

<b>Deposit</b>		<b>02/25/2023</b>		<b>106 Millage Fund Hunt..3456</b>	<b>5,115.97</b>
				411 Hartford City Millage	-5,115.97
<b>TOTAL</b>					<b>-5,115.97</b>
<b>Deposit</b>		<b>02/28/2023</b>		<b>108 Maintenance Hunt....3469</b>	<b>3.40</b>
				404 Interest	-3.40
<b>TOTAL</b>					<b>-3.40</b>
<b>Deposit</b>		<b>02/28/2023</b>		<b>106 Millage Fund Hunt..3456</b>	<b>31.25</b>
				404 Interest	-31.25
<b>TOTAL</b>					<b>-31.25</b>
<b>Deposit</b>		<b>02/28/2023</b>		<b>102 Regular Check Hunt..3427</b>	<b>27.44</b>
				404 Interest	-27.44
<b>TOTAL</b>					<b>-27.44</b>
<b>Paycheck</b>	<b>ACH</b>	<b>02/28/2023</b>	<b>Flemming, Lisa M.</b>	<b>102 Regular Check Hunt..3427</b>	<b>0.00</b>
				500.2 Firefighters/Medics	16.00
				410 Firefighters Assn Dues	-14.10
				Payroll Tax Expense	0.99
				Payroll Liabilities	-0.99
				Payroll Liabilities	-0.99
				Payroll Tax Expense	0.23
				Payroll Liabilities	-0.23
				Payroll Liabilities	-0.23
				Payroll Liabilities	-0.68
<b>TOTAL</b>					<b>0.00</b>
<b>Paycheck</b>	<b>ACH</b>	<b>02/28/2023</b>	<b>Flemming, Ryan C.</b>	<b>102 Regular Check Hunt..3427</b>	<b>0.00</b>
				500.2 Firefighters/Medics	32.00
				500.2 Firefighters/Medics	40.00
				500.2 Firefighters/Medics	32.00
				410 Firefighters Assn Dues	-21.64
				Payroll Liabilities	-50.00
				Payroll Tax Expense	6.44
				Payroll Liabilities	-6.44
				Payroll Liabilities	-6.44
				Payroll Tax Expense	1.50
				Payroll Liabilities	-1.50
				Payroll Liabilities	-1.50
				Payroll Liabilities	-24.42
<b>TOTAL</b>					<b>0.00</b>
<b>General Journal</b>	<b>1404</b>	<b>02/28/2023</b>		<b>102 Regular Check Hunt..3427</b>	<b>0.03</b>
				Reconciliation Discrepancies	-0.03
<b>TOTAL</b>					<b>-0.03</b>

## Hartford Fire Board Profit & Loss Budget Performance February 2023

	<u>Feb 23</u>	<u>Budget</u>	<u>Jul '22 - Feb 23</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
303 Investment Market Changes	0.00		-2,259.71		
401 Hartford Township	14,036.94	15,313.02	120,404.73	122,504.16	183,756.24
402 Hartford City	12,307.89	10,208.68	83,768.65	81,669.44	122,504.16
404 Interest	62.09		354.71		
409 Fire Report Request	20.00	4.16	40.00	33.36	50.00
411 Hartford City Millage	8,380.60		29,893.97		
412 Hartford Township Millage	0.00		8,589.07		
420 Bangor 1st Resp Reimburse	394.00	718.15	7,801.25	5,745.27	8,617.87
521 Cost Recovery Reimbursement	0.00	756.89	1,277.17	6,055.12	9,082.68
DNR Grant	0.00		1,044.85		
Hartford Township Grants	0.00	800.00	5,600.00	6,400.00	9,600.00
Investment Income	0.00		976.74		
Other Revenues	300.00		2,460.00		
<b>Total Income</b>	<u>35,501.52</u>	<u>27,800.90</u>	<u>259,951.43</u>	<u>222,407.35</u>	<u>333,610.95</u>
<b>Gross Profit</b>	35,501.52	27,800.90	259,951.43	222,407.35	333,610.95
<b>Expense</b>					
<b>500 Payroll</b>					
500.1 Fire Chief	4,498.50	4,498.50	35,891.13	35,988.00	53,982.00
500.10 Chief Health Benefits	0.00	1,916.66	7,850.75	15,333.36	23,000.00
500.2 Firefighters/Medics	2,596.00	5,833.33	26,196.77	46,666.68	70,000.00
500.3 Support Staff	712.00	750.00	5,676.00	6,000.00	9,000.00
500.4 Chief Retirement	269.91	333.33	2,159.28	2,666.68	4,000.00
500.5 Shift Coverage	0.00	1,200.00	0.00	9,600.00	14,400.00
500 Payroll - Other	945.00		8,790.00		
<b>Total 500 Payroll</b>	<u>9,021.41</u>	<u>14,531.82</u>	<u>86,563.93</u>	<u>116,254.72</u>	<u>174,382.00</u>
<b>501 Professional, Insur.&amp; Legal</b>					
501.1 Legal Expenses	0.00	250.00	0.00	2,000.00	3,000.00
501.2 Professional - Audit	0.00	583.33	3,350.00	4,666.68	7,000.00
<b>Total 501 Professional, Insur.&amp; Legal</b>	<u>0.00</u>	<u>833.33</u>	<u>3,350.00</u>	<u>6,666.68</u>	<u>10,000.00</u>
<b>502 Utilities</b>					
502.1 Internet-Telephone	230.27	241.66	1,839.89	1,933.36	2,900.00
502.2 Electric	388.00	450.00	3,239.48	3,600.00	5,400.00
502.3 Natural Gas	324.00	125.00	2,362.00	1,000.00	1,500.00
502.4 First Net-AT&T	406.12	375.00	3,003.85	3,000.00	4,500.00
502.5 EPS Door Security	0.00	50.00	448.74	400.00	600.00
<b>Total 502 Utilities</b>	<u>1,348.39</u>	<u>1,241.66</u>	<u>10,893.96</u>	<u>9,933.36</u>	<u>14,900.00</u>
<b>503 Mileage</b>					
503.1 Mileage - other	0.00	8.33	0.00	66.68	100.00
<b>Total 503 Mileage</b>	<u>0.00</u>	<u>8.33</u>	<u>0.00</u>	<u>66.68</u>	<u>100.00</u>
<b>505 Building Maintenance</b>					
505.1 Bldg Supplies/Maintenanc	259.85	250.00	4,081.18	2,000.00	3,000.00
505.3 Grounds Maintenance	0.00	41.66	67.48	333.28	499.92

## Hartford Fire Board Profit & Loss Budget Performance February 2023

	Feb 23	Budget	Jul '22 - Feb 23	YTD Budget	Annual Budget
505.4 Capital Bldg Improvement	0.00	333.33	0.00	2,666.68	4,000.00
505.5-Trash	83.25	27.08	243.75	216.68	325.00
<b>Total 505 Building Maintenance</b>	<b>343.10</b>	<b>652.07</b>	<b>4,392.41</b>	<b>5,216.64</b>	<b>7,824.92</b>
<b>506 Fuel</b>					
506.1 Unleaded Gas	328.14	366.66	3,729.15	2,933.36	4,400.00
506.2 Diesel	755.48	250.00	3,322.59	2,000.00	3,000.00
<b>Total 506 Fuel</b>	<b>1,083.62</b>	<b>616.66</b>	<b>7,051.74</b>	<b>4,933.36</b>	<b>7,400.00</b>
<b>508 Vehicle Maintenance</b>					
508.1 Ladder #1841	0.00	258.33	18,692.19	2,066.68	3,100.00
508.2 Tanker #1831	293.98	175.00	4,331.09	1,400.00	2,100.00
508.3 Heavy Rescue #1871	0.00	175.00	455.00	1,400.00	2,100.00
508.4 Rescue Pickup #1869	0.00	33.33	0.00	266.68	400.00
508.5 Jeep #1860	0.00	33.33	0.00	266.68	400.00
508.6 Explorer #1810	0.00	33.33	45.12	266.68	400.00
508.7 Pick-Up #1801	4.49	33.33	372.60	266.68	400.00
508.8 #1802	0.00	33.33	2,994.90	266.68	400.00
<b>Total 508 Vehicle Maintenance</b>	<b>298.47</b>	<b>774.98</b>	<b>26,890.90</b>	<b>6,200.08</b>	<b>9,300.00</b>
<b>511 Office</b>					
511.1 Office Equipment	0.00	166.66	0.00	1,333.36	2,000.00
511.2 Equipment Repairs	0.00	12.50	0.00	100.00	150.00
511.3 Office Supplies	43.99	125.00	506.46	1,000.00	1,500.00
511.4 Printing	0.00	16.66	0.00	133.36	200.00
511.5 Software/Upgrades	711.94		1,400.94	1,200.00	1,200.00
511.6 Copy Maintenance	93.60	30.00	279.00	240.00	360.00
<b>Total 511 Office</b>	<b>849.53</b>	<b>350.82</b>	<b>2,186.40</b>	<b>4,006.72</b>	<b>5,410.00</b>
<b>512 Insurance</b>					
512.1 Worker's Comp	0.00	500.00	5,038.25	4,000.00	6,000.00
512.10 Accident & Sickness Ins	0.00	1,833.33	2,684.00	14,666.68	22,000.00
512 Insurance - Other	0.00		11,466.00		
<b>Total 512 Insurance</b>	<b>0.00</b>	<b>2,333.33</b>	<b>19,188.25</b>	<b>18,666.68</b>	<b>28,000.00</b>
<b>513 Payroll Taxes</b>	<b>2,622.18</b>		<b>21,833.04</b>		
<b>515 Equipment &amp; Equip Maint</b>					
515.1 Ladder #1841	0.00	58.33	68.83	466.68	700.00
515.10 Firefighting Foam	0.00	83.33	0.00	666.68	1,000.00
515.11 Ford Truck	0.00	8.33	0.00	66.68	100.00
515.12 Air Tanks	3,066.28	237.50	3,066.28	1,900.00	2,850.00
515.2 Tanker #1831	51.90	58.33	68.88	466.68	700.00
515.3 Heavy Rescue #1871	51.89	475.00	3,602.68	3,800.00	5,700.00
515.4 Rescue Pickup #1869	0.00	16.66	35.94	133.36	200.00
515.5 Jeep #1860	0.00		0.00	0.00	0.00
515.6 Explorer #1810	0.00	45.83	404.00	366.68	550.00
515.7 Eq Maintenance Other	0.00	116.66	1,063.96	933.36	1,400.00
515.8 Small Equipment Maintenanc	0.00	33.33	170.74	266.68	400.00
515.9 Medical Supplies	203.33	208.33	791.78	1,666.68	2,500.00



## Hartford Fire Board Profit & Loss Budget Performance February 2023

	Feb 23	Budget	Jul '22 - Feb 23	YTD Budget	Annual Budget
<b>Total 515 Equipment &amp; Equip Maint</b>	3,373.40	1,341.63	9,273.09	10,733.48	16,100.00
515.13 Ford Truck 1802	51.90	8.33	76.08	66.68	100.00
<b>516 Training</b>					
516.1 Fire Chief Training	119.00	166.66	587.00	1,333.36	2,000.00
516.2 Firefighter I & II	-192.02	283.33	1,504.98	2,266.68	3,400.00
516.3 Medic	0.00	83.33	40.00	666.68	1,000.00
516.4 Fire Officer Classes	0.00	166.66	1,035.00	1,333.36	2,000.00
516.5 Drivers Training	0.00	16.66	0.00	133.36	200.00
<b>Total 516 Training</b>	-73.02	716.64	3,166.98	5,733.44	8,600.00
<b>518 Physicals</b>					
518.1 Annual Physicals	0.00	666.66	6,693.75	5,333.36	8,000.00
518.2 New Employee Physicals	0.00	25.00	0.00	200.00	300.00
<b>Total 518 Physicals</b>	0.00	691.66	6,693.75	5,533.36	8,300.00
<b>519 Subscriptions &amp; Dues</b>					
519.1 HelpNet	0.00	66.66	558.00	533.36	800.00
519.11 West MI Assn of Fire Chi	0.00	8.33	100.00	66.68	100.00
519.13 S MEMSIC	0.00	6.25	75.00	50.00	75.00
519.3 FirePrograms	0.00	166.66	1,968.34	1,333.36	2,000.00
519.4 IAFC	0.00	20.83	0.00	166.68	250.00
519.5 MI State Firefighters Asn	0.00	8.33	75.00	66.68	100.00
519.6 NFPA	0.00	25.00	0.00	200.00	300.00
519.9 MPSCS	0.00	8.33	0.00	66.68	100.00
519 Subscriptions & Dues - Other	0.00		230.00		
<b>Total 519 Subscriptions &amp; Dues</b>	0.00	310.39	3,006.34	2,483.44	3,725.00
<b>525 Personal Equipment</b>					
525.1 Duty Gear	0.00	583.33	4,230.46	4,666.68	7,000.00
525.2 Personal Equipment	0.00	233.33	1,857.08	1,866.68	2,800.00
525.3 Small Equipment	0.00	133.33	136.60	1,066.68	1,600.00
<b>Total 525 Personal Equipment</b>	0.00	949.99	6,224.14	7,600.04	11,400.00
526 FEMA Grant	0.00	208.33	0.00	1,666.68	2,500.00
527 Bank Fees	95.50	30.00	715.25	240.00	360.00
528 Bd Members Compensation	240.00	350.00	1,920.00	2,800.00	4,200.00
<b>529 Mandatory Annual Testing</b>					
529.1 Personal Veh Inspections	0.00	41.66	0.00	333.36	500.00
529.2 Fire Extinguishers	0.00	41.66	493.00	333.36	500.00
529.3 Hoses	0.00	250.00	2,791.60	2,000.00	3,000.00
529.4 Ladders	0.00	116.66	1,306.50	933.36	1,400.00
529.8 Air Compressor	205.00	83.33	920.00	666.68	1,000.00
529.9 Flow Testing Air Packs	0.00	91.66	1,020.00	733.36	1,100.00
<b>Total 529 Mandatory Annual Testing</b>	205.00	624.97	6,531.10	5,000.12	7,500.00
<b>530 Generator</b>					
530.1 Maintenance	0.00	20.83	0.00	166.68	250.00
530.2 Maintenance Contract	0.00	58.33	494.55	466.68	700.00
<b>Total 530 Generator</b>	0.00	79.16	494.55	633.36	950.00

**Hartford Fire Board**  
**Profit & Loss Budget Performance**  
 February 2023

	<u>Feb 23</u>	<u>Budget</u>	<u>Jul '22 - Feb 23</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>531 Auxiliary</b>					
<b>531.1 Auxiliary Supplies</b>	0.00	20.83	0.00	166.68	250.00
<b>Total 531 Auxiliary</b>	0.00	20.83	0.00	166.68	250.00
<b>Payroll Tax Expense</b>	2,338.01		17,051.93		
<b>Reconciliation Discrepancies</b>	-0.03		-10.03		
<b>Uncategorized Expenses</b>	0.00		13.91		
<b>Total Expense</b>	<u>21,797.46</u>	<u>26,674.93</u>	<u>237,507.72</u>	<u>214,602.20</u>	<u>321,301.92</u>
<b>Net Ordinary Income</b>	13,704.06	1,125.97	22,443.71	7,805.15	12,309.03
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
<b>Grant Expenditures</b>	0.00		42.20		
<b>Total Other Expense</b>	0.00		42.20		
<b>Net Other Income</b>	0.00	0.00	-42.20	0.00	0.00
<b>Net Income</b>	<u>13,704.06</u>	<u>1,125.97</u>	<u>22,401.51</u>	<u>7,805.15</u>	<u>12,309.03</u>

## February 2023 CALLS

+	#	TIME	Address	People	COST	TYPE OF CALL
2-Feb	062	5:42	Red Arrow Highway	1	\$ 17.00	Med-Fall
3-Feb	063-City	15:27	Main St.	1	\$ 16.50	Med-Mental Eval.
4-Feb	064	13:39	Red Arrow Highway	4	\$ 63.00	Med-Seizure
5-Feb	065-City	11:53	Marion	4	\$ 65.50	Med-Seizure
5-Feb	066-Twp	22:16	60th Ave.	2	\$ 32.00	Med-Fall
6-Feb	067	6:49	Red Arrow & CR 681	5	\$ 79.50	PI Accident
6-Feb	068	13:02	Red Arrow Highway	3	\$ 16.50	Med-Unconscious
6-Feb	069	14:20	Red Arrow Highway	3	\$ 16.50	Med-Difficulty Breathing
6-Feb	070-Twp	14:45	CR 687	2	\$ 16.50	Med-Vertigo
8-Feb	071-City	13:18	School St.	3	\$ 15.00	Med-Suicidal
11-Feb	072-City	18:30	Wendell Ave.	2	\$ 29.75	Med-Suicidal
12-Feb	073-Twp	17:49	Shar Sue Dr.	2	\$ 32.00	Med-Altered
12-Feb	074-Twp	23:17	70th St.	3	\$ 48.00	Med-Possible CVA
15-Feb	075-Twp	15:24	Jerrdean Dr.	3	\$ 47.00	PI Accident
15-Feb	076	12:11	Red Arrow Highway	3	\$ 16.00	Med-Difficulty Breathing
15-Feb	077-City	13:55	Maple St.	4	\$ 32.50	Med-Difficulty Breathing
15-Feb	078	22:27	Red Arrow Highway	4	\$ 126.00	PI Accident
16-Feb	079-City	14:43	Woodside Dr.	3	\$ 33.00	Other-Mental Eval.
17-Feb	080-City	16:05	East St.	4	\$ 61.75	Med-Chest Pain
18-Feb	081-City	5:25	Woodside Dr.	1	\$ 17.00	Lift Assist
18-Feb	082	15:41	Red Arrow Highway	2	\$ 32.00	Med-Diabetic Issue
19-Feb	083-City	16:26	Center St.	4	\$ 63.50	Med-Assault Victim
21-Feb	084-Twp	11:25	CR 687	3	\$ 31.50	Med-Chest Pain
21-Feb	085	20:31	Red Arrow Highway	3	\$ 48.50	Med-Chest Pain
22-Feb	086-City	15:07	Linden St.	2	\$ 33.00	Lift Assist
23-Feb	087-Twp	9:19	CR 687	4	\$ 31.50	Med-Bleeding
23-Feb	088	12:44	Bangor Twp	6	\$ 60.25	Med-Chest Pain
24-Feb	089	8:30	Bangor Twp	5	46:50:00	Med-Knee Pain
25-Feb	090	23:29	Red Arrow Highway	5	\$ 118.50	Good Intent
26-Feb	091-City	14:04	Bernard St.	6	\$ 238.75	Gas Leak
26-Feb	092-Twp	16:53	Gridley Rd.	3	\$ 47.00	Med-Rib Pain
26-Feb	093-City	18:46	Wendell Ave.	1	\$ 17.00	Med-Blood Pressure
27-Feb	094	13:01	I-94	5	\$ 47.50	PI Accident
27-Feb	095-City	22:07	Washington St.	2	\$ 32.00	Med-Diabetic Issue
28-Feb	096-City	7:26	Washington St.	2	\$ 17.00	Med-Unresponsive
28-Feb	097-Twp	18:56	59 1/2 St.	1	\$ 17.00	Med-Diabetic Issue

**Total Costs for Fire Calls**

	\$ 1,617.95
Chief's Salary	\$ 4,498.50
Administrative Cost (Support Staff)	\$ 712.00
Trainings/Inspection Costs	\$ 932.00
<b>Total Costs for Fire Calls</b>	<b>\$ 7,760.45</b>

<b>Total Calls this mont</b>		<b>Total Feb. Calls</b>	<b>Fiscal Year Totals</b>		
Total Calls for 2022	685	City Calls 14	City Calls	179	Grass Fire 0
Total Calls for 2021	794	Twp Calls 9	Twp Calls	166	Med Assist 27
Total Calls for 2020	698	I-94 Calls 1	I-94 Calls	18	PI Accident 4
Total Calls for 2019	673	Other 2	Other	38	Mutual Aid 0
Total Calls for 2018	552	Red Arrow Calls 10	Red Arrow	32	Other 1
Total Calls for 2017	345		Total f/y	433	Gas Leak/CO2 1
Total Calls for 2016	303				Fire 0
Total Calls for 2015	333				Vehicle Fire 0
Total Calls for 2014	312				Lift Assist 2
Total Calls for 2013	292				Good Intent 1
<b>Respectfully submitt</b>		Priority 3 Calls	SHADED		



**Roxann Isbrecht**

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**From:** Helen Sullivan <hsulli.2012@gmail.com>  
**Sent:** Tuesday, March 14, 2023 11:04 AM  
**To:** Roxann Isbrecht  
**Subject:** March Fire Board report

The Hartford Fire Board met on March 13th at 7 pm. All board members, Chief Harting, Asst. Chief McGrew and Secretary Carole Kiernan were present. Bills totaling \$ 22,518.78 were paid. These bills included:  
\$406.12 to replace batteries dated 2013 on #1831  
\$2836.28. a budgeted item to purchase 4 air tanks

The HFD received a grant from CSX, this money was earmarked for purchase of an " off road mule", that would be helpful reaching otherwise inaccessible areas. Because the grant is not sufficient to cover the amount of the vehicle, the Township is considering covering the cost difference as they feel it would be used mainly in there coverage areas.

With the above noted purchase of the air tanks, this puts the department in a position of having enough extra tanks that they can wait on buying anymore for a couple of years.

With the schools contemplating purchasing electric school buses, there are talks between the school and HFD to purchase additional equipment that would help the department fight these types of fires.

The Joint Fire Board meeting with the Township and the City has been set for April 5th at 7 p.m. This was after much discussion due to the fact that the Township wanted to set it for May. They feel there are " several joint fire agreements out there" and they were going by a different one then apparently we were.

During board discussion, Chairman Sefcik, noted the need to have one joint agreement and continue to work on that and the application for 501-3c status for the department.

There have been meetings between Mayor Hall and neighboring communities concerning Pride Care and their issues. Fire Board Chairman Sefcik has attended one with communities as far as Hagar Shore and portions of Bainbridge Township. There is apparently one scheduled for the 29th . I would like to be a part of these meetings so I'm up to date and can discuss it with the Fire Board.

Respectfully submitted,  
Helen Sullivan  
City Representative Hartford Fire Board



March 3, 2023

Mr. Yemi Akinwale, City Manager  
Hartford City  
19 West Main Street  
Hartford, MI 49057

Dear Mr. Akinwale,

I am pleased to provide you with our average response times for the month of February 2023. There were five (05) priority one calls in February with the average response time of 07:26 minutes.

There were nine (09) priority two calls in February with the average response time of 09:20 minutes.

There was one (01) priority three call in February with the average response time of 21:37 minutes.

A total of fifteen (15) calls were run in February with an average response of 09:31.

There was an extended response time for run number 6059 due to distance from another county. All local ambulances were committed to calls. The crew took the correct route and did not report any further incidents.

If you have any questions, comments, and/or concerns, please feel free to contact me at the office.

Sincerely,

Jessica Sutter  
Pride Care Ambulance  
O: 269.343.3267  
F: 269.343.6503

Proudly Serving Southwest Michigan – Berrien, Cass, Kalamazoo, Van Buren Counties  
5088 Meredith  
Kalamazoo, MI 49002  
Business Office (269) 343.2224 Fax (269) 343.6503  
[www.pridecare.com](http://www.pridecare.com)

Response Times By Priority

Report Date: 03/01/2023 20:22:21

Filters: Date Range (Pickup Time): 02/01/2023 to 02/28/2023 (Last Month); Last Status Timestamp: At Scene

Response Priority: P1

Run #	Call Type	Vehicle	Pickup Time	At Scene	Response Time (MM:SS)
4535-23	Advanced l	4114	2/5/2023 11:52	2/5/2023 11:58	5:24
5776-23	Advanced l	4115	2/15/2023 13:54	2/15/2023 13:59	5:00
6059-23	Advanced l	4114	2/17/2023 16:07	2/17/2023 16:19	10:57
7351-23	Advanced l	4114	2/27/2023 22:10	2/27/2023 22:19	8:35
7384-23	Advanced l	4115	2/28/2023 7:27	2/28/2023 7:39	7:16
Totals:		5			Avg: 7:26

Response Priority: P2

Run #	Call Type	Vehicle	Pickup Time	At Scene	Response Time (MM:SS)
4379-23	Advanced l	4115	2/3/2023 15:25	2/3/2023 15:36	9:17
4901-23	Advanced l	4115	2/8/2023 13:18	2/8/2023 13:26	7:48
5226-23	Advanced l	4115	2/11/2023 1:28	2/11/2023 1:38	10:04
5243-23	Advanced l	4114	2/11/2023 6:31	2/11/2023 6:49	15:25
5295-23	Advanced l	4113	2/11/2023 18:33	2/11/2023 18:47	13:39
6116-23	Advanced l	4115	2/18/2023 5:27	N.A	0:00
6218-23	Advanced l	4115	2/19/2023 16:26	2/19/2023 16:39	12:34
6584-23	Advanced l	4114	2/22/2023 15:09	2/22/2023 15:23	12:59
7194-23	Advanced l	4114	2/26/2023 18:48	2/26/2023 19:03	2:15
Totals:		9			Avg: 09:20

Response Priority: P3

Run #	Call Type	Vehicle	Pickup Time	At Scene	Response Time (MM:SS)
5909-23	Advanced l	4114	2/16/2023 14:44	2/16/2023 15:07	21:37
Totals:		1			Avg: 21:37

Overall Totals

Trips	15	Average Response Time	9:31
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## February 2023 Board of Commissioners Activity Report

Administration Address  
 219 E Paw Paw Street - Suite 305, Paw Paw, MI 49079  
 Website: [www.vanburencountymi.gov](http://www.vanburencountymi.gov)

Telephone No.  
 (269) 657-8253  
 Email: [Admin@vanburencountymi.gov](mailto:Admin@vanburencountymi.gov)

### HIGHLIGHTS

1. **Proclamation of Suella VanDyke – 103<sup>rd</sup> Birthday** – The Van Buren County Board of Commissioners recognizes and thanks Ms. Suella VanDyke for her dedication to her community of Covert. The Board honors Ms. Suella VanDyke for her long life and prosperity and wish her many more!
2. **Finance Director Update**– With the departure of the current Finance Director on February 9th, 2023, a significant leadership position within the County is now vacant. To fill this vacancy, the best course of action is to post the position and begin a search for candidates immediately. The Van Buren County Board of Commissioners approved the posting of the Finance Director position.
3. **Health Department Awning Repair** - There has been a request to approve the proposal from Miller Davis to repair the awning at the Health Department building in Hartford. The awning at the Health Department building was recently damaged and needs repair. The Van Buren County Board of Commissioners approves of the repair proposal from Miller Davis for the awning repair at the Health Department building located in Hartford.
4. **Historical Museum Roof Upgrade** - There has been a request from VanDam & Krusinga to upgrade the roof on the Historical Museum to a standing seam type. The Historical Museum in Hartford sustained severe damage during a wind event in 2022. During the project, the contractor recommended to take this opportunity to upgrade the roof to a standing seam metal roof which includes a lifetime warranty. The Van Buren County Board of Commissioners approved the upgrade of the roof at the Historical Museum during the February 28<sup>th</sup> meeting.
5. **School Resource Deputy Positions – Gobles and Bloomingdale Schools** – There was two requests to create a School Resource Office position within Gobles and Bloomingdale Public Schools. The Sheriff’s Office is requesting these positions to be created as the School Resource Officer to establish the role of a Law Enforcement Officer and the law in the lives of students while in school and in society. The Board of Commissioners approved the creation of both School Resource Officer positions for Gobles and Bloomingdale Schools during the February 28<sup>th</sup> meeting.
6. **VSO Position Creation** - There was a request to create a second Veterans Services Officer position based on increased workload and Veteran contact in the last year, the Veterans Service Office is in need of a second Veterans Service Officer Position. It was approved by the board for the creation of a second officer position within the Veteran Services department.

7. **Claims** – Claims in the amount of \$ 2,374,019.87 were approved for the month of January 2023.
8. **Request to use County Property - Paw Paw Wine and Harvest Festival 2023** – There was a request to use county property from Friday, September 8<sup>th</sup> through Sunday, September 10<sup>th</sup> for the 2023 Paw Paw Wine and Harvest Festival. Last year's attendance was huge, which makes this event very important to the community of Van Buren County and the Village of Paw Paw. The Craft Show organizer has requested that the grass be cut on Thursday, Sept.7. Crafters will begin setting up on the streets and in the park on Friday, Sept.8. Paw Paw and Niles Streets will be closed beginning on Friday, Sept. 8 at 4:00 pm and will reopen after 5:00 pm on Sunday, Sept. 10. This request was approved at the February 14<sup>th</sup> meeting.

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All board meeting agendas and minutes can be found on the county website:

<https://www.vanburencountymi.gov/129/Agendas-Minutes>



## Appointments/Reappointments

1. **Appointments/Re-appointments to the Land Preservation Board** – The Van Buren County Board of Commissioners are responsible for making appointments to the Van Buren Land Preservation Board. The Land Preservation Board terms of the names listed below have expired and it is necessary to make the re-appointments, including the appointments of two applicants. The appointments and reappointments were approved by the board at the February 14<sup>th</sup> meeting.

### Reappointments:

- Dave Foerster – Landowner
- William Van Tassel – Elected official
- Scott Cedarquist – County Planning Commission
- Julie Pioch – Environmentalist
- Richard Godfrey – Van Buren Board of Commissioners

### New Appointments (per online applications):

- Carl Druskovich - Farmer
- Emily Hickmott – Conservation District

2. **Appointments and Reappointments to the Southwest Michigan Planning Commission** – There has been a request to approve the appointment/re-appointments of Commissioners Tina Leary, Kurt Doroh, and Gail Patterson-Gladney to the Southwest Michigan Planning Commission for a two-year term expiring December 31st, 2024. Commissioner Tina Leary is seeking to be appointed, and Commissioners Kurt Doroh and Gail Patterson-Gladney are seeking to be reappointed, for a two-year term to the Southwest Michigan Planning Commission Board. The Van Buren County Board of Commissioners approved the appointment and reappointment of Commissioners Tina Leary, Kurt Doroh and Gail Patterson-Gladney to the Southwest Michigan Planning Commission Board at the February 28<sup>th</sup> meeting.

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# HARTFORD PUBLIC WORKS DEPARTMENT

200 Beachwood St.  
621-3022  
Justin Ryan Supt.



3/27/2023

## MAINTENANCE DEPARTMENT

Serviced all the equipment that required servicing  
Repaired all the equipment that required repairing  
Haul snow as needed.  
Plow snow as needed,  
Take down school banners  
Clean park.  
Empty trash cans.

## WATER DEPARTMENT

Water turn off	<u>1</u>
Water turn on	<u>1</u>
Water meter repairs	<u>1</u>
Water leaks repaired	<u>1</u>
Water meters read by request	<u>4</u>
Water services replaced to water main	<u>0</u>

Collected monthly water samples and delivered to Paw Paw Lab  
Sent monthly reports to the Michigan Department of Health  
Ran auxiliary well generator once a week

## MAJOR AND LOCAL STREETS

Cold patching as needed.  
Plow snow as needed.

## SEWER SYSTEM

Sewer mains rodded	<u>3</u>
Sewer services dug up and repaired	<u>0</u>

## LIFT STATIONS

Lift stations are running very well at this time  
Generators are run once a week for testing  
Bar screens are cleaned twice a week

## Iron Removal Plant

Run back up generator once a week.

# HARTFORD PUBLIC WORKS DEPARTMENT

Iron Removal Plant.  
Dan Staunton.



3/27/2023

## WATER QUALITY AVERAGE FOR THE MONTH

### Raw Water

Iron	<u>1.52</u> ppm
Manganese	<u>0.151</u> ppm
pH	<u>7.2</u>

### Finished Water

Iron	<u>0.001</u> ppm
Manganese	<u>0.001</u> ppm
Chlorine	<u>1.1</u> ppm
Phosphates	<u>1.2</u> ppm
Flouride	<u>0.8</u> ppm
pH	<u>7.2</u>

### Chemicals used

	<u>Total Lbs</u>
Chlorine	<u>116</u>
Phosphates	<u>199</u>
Flouride	<u>195</u>

### Average Daily Use

<u>4.1</u>
<u>7.1</u>
<u>6.1</u>

## WATER PUMPED FOR THE MONTH

Backwash water 5.100 Million Gallons

## WATER BACTI SAMPLES FOR THE MONTH

19 W. Main St.	<u>ND</u>
525 E. Main St.	<u>ND</u>
200 Beachwood St.	<u>ND</u>

Activities Report  
City of Hartford Wastewater Treatment Plant  
March 2023

The wastewater treatment plant was struggling with meeting phosphorus removal requirements. Since the end of February phosphorus concentration in our effluent have been well within what our permit requires. The following steps were taken to achieve, and prove through laboratory data that we have achieved, satisfactory phosphorus concentrations:

- The ferric pumps manifold O-rings were replaced.
- The ferric pumps tubes were replaced
- The ferric feed location was changed from the influent channel to both the influent channel and the final clarifier splitter box.
- Lab equipment was purchased that allows accurate volumes to be used in the phosphorus tests.
- Lab equipment was purchased that allows for the proper incubation temperature for the phosphorus test.
- Since the end of February phosphorus concentrations have been within permit limits. The project at the wastewater treatment plant includes a day tank that will make it easier for the pumps to draw ferric.

The oil was changed in one of the Rotating Biological Contactors. Both RBCs received their first oil change this year.

In January AM Hawk's effluent was sampled as required by their discharge permit.

One of Hartford's 2 sludge pumps were rebuilt and put back into service. The other sludge pump has been removed and is going to be rebuilt.

The Michigan Industrial Pretreatment Program (IPP) Annual Report was completed and submitted to EGLE.

The Discharge Monitoring Report for the month of February was completed and submitted to EGLE.

The influent meter failed and was nonfunctional for two weeks. This impacted the ferric pumps and the influent sampler, but both were able to be reset to run independently of the influent meter. The influent meter has been replaced.

A nonfunctioning heater on the grit classifier was replaced.

Mark was trained on lab testing and is ready to work by himself on week days.

Hoses were changed on the influent and effluent samplers.

Brush was trimmed back and the yard cleanup is in progress.

A valve was replaced on the lime room water line.

I am wanting to get the UV system functional.

- I want to install a hoist/lift system to help the crew safely lift the light banks out of the channel and suspend them for cleaning. The construction crew is aware that we want to include this. We have a model in mind that the crew feels will work for them and that the construction foreman believes is workable.
- EGLE has been informed that Hartford wants to trial NeoWaterFX as an alternative to ferric chloride.
- A representative from NeoWaterFX did jar testing on Hartford's was stream and found that the product would be effective. Results of his testing were submitted to EGLE. We are waiting on approval from EGLE to trial the product. I was told that approval would likely come in early summer.
- At any time, we can replace the stained bulbs and sleeves on the UV banks and see how they work. I would like to wait until we are trialing the NeoWaterFX because it doesn't stain the way ferric chloride does. Its possible that if a lift system was installed to assist the crew in handling the light banks, we could implement a bi-weekly cleaning plan with a product like CLR that would make the lights functional right now. I am reluctant to replace the bulbs and sleeves until I am confident that either the water won't stain the bulbs or that cleaning the bulbs is going to be easy enough that the crew can clean them very frequently.

Andrew Warner



**MARCH 2023  
LIST OF BILLS**

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
ABONMARCHÉ	CLARK & LINDEN STREET IMPROVEMENTS PROJECT	375.00	
	CLARK & LINDEN STREET IMPROVEMENTS PROJECT	343.25	718.25
STEVE ACKERMAN	DECEMBER 2022 & MARCH 2023 BOARD OF REVIEW (13.5 HOURS)		175.50
ALEXANDER CHEMICAL CORP.	IRP RENTAL INVOICE	80.25	
	CHEMICALS FOR WWTP (SODIUM HYPO & SODIUM BISULFITE)	2,507.99	
	WWTP RENTAL INVOICE	73.50	2,661.74
AMERIGAS	PROPANE FOR LAB AT WWTP (1/31/2023)	964.26	
	PROPANE FOR LAB AT WWTP (2/28/2023)	1,182.64	2,146.90
AT & T MOBILITY	FIRST NET SERVICE FOR CELL PHONES 2/12-3/11/23		404.84
AUTO-WARES GROUP	DEFKLEEN FOR DPW MAINTENANCE		25.58
BADGE & WALLET	LIEUTENANT, SERGEANT & CHAPLIN BADGES		1,142.25
MICHAEL BANIC	OCCUPANCY INSPECTIONS 3/1/2023		135.00
PAMELA BENCH	CLEANING AT POLICE DEPT ON 2/27/2023 FOR 3 HOURS	75.00	
	CLEANING AT POLICE DEPT ON 3/7/2023 FOR 5 HOURS	125.00	
	CLEANING AT CITY HALL ON 3/17/2023 FOR 3.5 HOURS	87.50	
	CLEANING AT CITY HALL ON 3/21/2023 FOR 3 HOURS	75.00	362.50
BEST WAY DISPOSAL INC	CITY HALL TRASH SERVICE FOR FEBRUARY 2023	105.02	
	DPW TRASH SERVICE FOR FEBRUARY 2023	143.21	
	WWTP TRASH SERVICE FOR FEBRUARY 2023	109.79	
	CITY HALL TRASH SERVICE FOR MARCH 2023	105.02	
	DPW TRASH SERVICE FOR MARCH 2023	143.21	
	WWTP TRASH SERVICE FOR MARCH 2023	109.79	716.14
BLOOMINGDALE COMMUNICATIONS	PHONE & INTERNET SERVICES FOR MARCH 2023	409.74	
	PHONE & INTERNET SERVICES FOR APRIL 2023	388.36	798.10
BLUE CARE NETWORK OF MI	APRIL 2023 HEALTH INSURANCE		12,066.51
COAST TO COAST SOLUTIONS	BLACK NITRILE GLOVES FOR POLICE DEPT		255.78
CONSUMERS CONCRETE	MORTOR AND GRAVEL MIX + MANHOLE BLOCKS FOR DPW		1,508.80
CONSUMERS ENERGY	CITY HALL GAS BILL 1/24-2/22/2023	308.87	
	WWTP GAS BILL 1/24-2/22/2023	258.62	
	DPW GAS BILL	648.28	1,215.77
MARILYN COTMAN ESTATE	BALANCE OF WATER DEPOSIT REFUND FOR 120 PARAS HILL		28.99
JOB-TYLER CUTLER	BALANCE OF WATER DEPOSIT REFUND FOR 20 N MAPLE		118.11
DECATUR LUMBER	CHAIN SAW & CHAIN OIL FOR WWTP		249.00
DELTA DENTAL	MARCH 2023 DENTAL INSURANCE		804.34
FLEMING BROTHERS OIL CO	GASOLINE 2/17/2023	1,200.68	
	DIESEL 2/17/2023	894.94	2,095.62
FRONTIER	LIFT STATION PHONE 3/7-4/6/2023	49.75	
	DPW LOCAL PHONE 3/25-4/24/2023	70.94	
	WWTP PHONE, INTERNET & ALARM 3/13-4/12/2023	270.92	
	IRP INTERNET 3/16-4/15/2023	59.98	
	IRP LOCAL PHONE 3/19-4/18/2023	75.44	
	CASINO LIFT STATION 2/17-3/16/2023	90.00	
	DPW LOCAL PHONE 4/25-5/24/2023	70.94	
	IRP LOCAL PHONE 4/19-5/18/2023	75.44	763.41
GALLS QUARTERMASTER	LIEUTENANT AND SERGEANT BARS/CHEVRONS		110.93
CHARLES GRESS	JULY & DEC 2022 + MARCH 2023 BOARD OF REVIEW & TRAINING (17.5 HOURS)		262.50
HARTFORD BUILDING AUTHORITY	CITY HALL LEASE FOR MARCH 2023		4,166.67
HARTFORD FIRE BOARD	APRIL 2023 CONTRACTUAL PAYMENT		11,484.76
ASHLEY IKERD	BALANCE OF WATER DEPOSIT REFUND FOR 205 PLEASANT		135.57
INDIANA MICHIGAN POWER	FEBRUARY 2023 ELECTRIC BILLS		6,796.51
INSITUFORM TECHNOLOGIES USA, LLC	DRAW #2 FROM WASTEWATER COLLECTION PROJECT BOND		467,411.43
KELLOGG HARDWARE	MISC HARDWARE SUPPLIES FOR FEBRUARY 2023		848.41
DARRELL KING	BALANCE OF WATER DEPOSIT REFUND FOR 130 ENGLE WAY		26.96
KOTZ SANGSTER WYSOCKI P.C.	LEGAL SERVICES - UNION & PERSONNEL		825.00
LD DOCSA 2302027	DRAW #1 FROM WASTEWATER COLLECTION PROJECT BOND	162,000.00	
	DRAW #2 FROM WASTEWATER COLLECTION PROJECT BOND	102,375.00	264,375.00
GWEN MC CARTHY	DECEMBER 2022 BOARD OF REVIEW (1 HOUR)		13.00
MI ASSOC OF CHIEFS OF POLICE	ACTIVE VOTING MEMBERSHIP FOR CHIEF PRINCE		115.00
MIDWEST ENERGY & COMMUNICATIONS	REFUND RIGHT OF WAY FEES - WITHDREW PROJECT & APPLICATION		1,600.00
MILLER THERMOMETER	RAIN GUAGE FOR WWTP		3.79
MILLER'S CONSTRUCTION	NEW DOOR FOR LEANTO AT WWTP + FIX HOLE IN CONTROL BUILDING AT WWTP		800.00
MML LIABILITY & PROPERTY POOL	LIABILITY & PROPERTY POOL PREMIUM RENEWAL FOR 2023-2024		45,594.00
NATIONAL PEN CORP	POCKET CALENDARS FOR 2024		212.95
JOANN NEWNUM	CLEANING AT POLICE DEPT ON 2/27/2023 FOR 3 HOURS	75.00	
	CLEANING AT POLICE DEPT ON 3/7/2023 FOR 5 HOURS	125.00	
	CLEANING AT CITY HALL ON 3/17/2023 FOR 3.5 HOURS	87.50	
	CLEANING AT CITY HALL ON 3/21/2023 FOR 3 HOURS	75.00	362.50
TOM NEWNUM	CLEAN CITY HALL 3/1/2023	50.00	
	CLEAN CITY HALL 3/8/2023	50.00	
	CLEAN CITY HALL 3/15/2023	50.00	
	CLEAN CITY HALL 3/22/2023	50.00	200.00
PC SERVICES	FINAL PAYMENT ON LAPTOP, CASE, MOUSE & OFFICE 2019 FOR POLICE		717.50
DONNA PRADON	JULY & DEC 2022 + MARCH 2023 BOARD OF REVIEW & TRAINING (17 HOURS)		221.00
RATHCO SAFETY SUPPLY, INC	SIX 30 INCH STOP SIGNS FOR DPW		324.72
RED ARROW DAIRY LLC	BALANCE OF WATER DEPOSIT REFUND + OVERPAYMENT FOR 127 HILSBOROUGH		201.90
SCHUITMAKER LAW OFFICE, P.C.	LEGAL SERVICES 12/7/22-1/13/23 - FIRE DEPT ARBITRATION	320.00	
	LEGAL SERVICES 1/3/23-3/6/23 - MISC MATTERS	1,750.00	2,070.00
SOUTHWEST MI PLANNING COMMISSION	ANNUAL PAW PAW RIVER WATER TRAIL PATHWAY MAINTENANCE		3,470.00
TELE-RAD, INC	INSTALL EQUIPMENT IN NEW POLICE VEHICLE		800.55
TOTAL TREE CARE	REMOVED TREE OFF HOUSE & THE REMAINING PART OF TREE (STORM DAMAGE)		1,900.00





**MARCH 2023  
LIST OF BILLS-CONTINUED**

<b>PAY TO</b>	<b>DESCRIPTION</b>	<b>SUBTOTAL</b>	<b>CHECK TOTAL</b>
TRACE ANALYTICAL LABORATORIES, INC	IRP WATER SAMPLE TESTING - 2/20/2023 (ANIONS & ALKALINITY)	119.75	
	IRP WATER SAMPLE TESTING - 3/7/2023 (ANIONS & ALKALINITY)	94.25	214.00
TRI CITY RECORD	EMPLOYMENT AD (CODE OFFICIAL, DEPUTY CLERK & WWTP OPERATOR)	49.00	
	AM HAWK NOTICE OF VIOLATION (SEWER USE ORDINANCE)	73.50	122.50
UNUM LIFE INSURANCE CO OF AMERICA	APRIL 2023 LIFE & DISABILITY INSURANCE		625.07
USA BLUE BOOK	PIPETS, PIPET TIPS, AND STIRRING BARS FOR WWTP LAB	1,068.35	
	CAUTION TAPE FOR DPW	155.05	1,223.40
VAN BUREN CO ASSOC OF POLICE CHIEFS	ANNUAL MEMBERSHIP FOR CHIEF PRINCE		45.00
VAN BUREN COUNTY CENTRAL DISPATCH	VERIZON MODEMS 1/24-2/23/2023		87.98
VAN BUREN COUNTY LAND MANAGEMENT	DEED & LEGAL VERIFICATION, SPLIT & MAP UPDATES, + PICTOMETRY ASSESSMENT		1,905.00
JUSTIN VANDE VOREN	REIMBURSEMENT ON CAR WASH FOR POLICE PATROL UNIT		8.00
VILLAGE OF PAW PAW	JANUARY 2023 LAB ANALYSIS		120.00
VISION SERVICE PLAN	APRIL 2023 VISION INSURANCE		116.57
SANYA VITALE	MILEAGE TO MEETINGS IN PAW PAW AND ST JOE		57.64
ANDREW WARNER	10 HOURS AS OPERATOR AT WWTP (2/26-3/11/2023)		500.00
WATER SOLUTIONS UNLIMITED	PHOSPHATES FOR IRON REMOVAL PLANT		920.00
WALTER L. DE VISSER, SR	MECHANICAL PERMIT CH23002 - 157 PARAS HILL	200.00	
	MECHANICAL PERMIT CH 23003 - 16 REYNOLDS ST	170.00	
	MECHANICAL PERMIT CH 23004 - 204 N MAPLE ST	170.00	540.00
WIGHTMAN & ASSOCIATES, INC.	PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	13,397.16	
	PROJECT 202307 - DWAM GRANT APPLICATION	5,591.85	
	PROJECT 150147 - GENERAL ENGINEERING (TESTING & CONSULTING AT WWTP)	760.00	
	PROJECT 222250 - S MUNICIPAL PARKING LOT RESURFACING	2,097.50	
	PROJECT 212081 - E LINDEN & CLARK	4,457.18	
	PROJECT 212081 - E LINDEN & CLARK	2,290.81	28,594.50
	<b>TOTAL CHECKS FOR MARCH 2023</b>		<b>\$ 878,523.44</b>
3/1/2023 UNITED STATES POSTAL SERVICE	POSTAGE FOR UTILITY BILLINGS AND TO OVERNIGHT MARIJUANA REVOCATIONS		537.50
3/7/2023 MICHIGAN MUNICIPAL LEAGUE	JOB POSTING FOR DEPUTY CLERK POSITION		150.00
3/8/2023 UNITED STATES POSTAL SERVICE	POSTAGE TO MAIL BOX WITH EVIDENCE FOR POLICE		5.50
3/8/2023 MI PLANNING ASSOCIATION	ZONING ADMIN 2.0 TRAINING FOR SANYA VITALE		85.00
3/12/2023 CROWN TROPHY	LOCKER NAME PLATES FOR POLICE DEPARTMENT		130.72
3/13/2023 LOCAL 3 GRILL	DINNERS FOR BOARD OF REVIEW MEMBERS		68.66
3/16/2023 ARROWHEAD BAR & GRILL	LUNCHEES FOR BOARD OF REVIEW MEMBERS		56.40
	<b>TOTAL DEBIT CARD TRANSACTIONS FOR MARCH 2023</b>		<b>\$ 1,033.78</b>
	<b>TOTAL GROSS PAYROLL FEB 22, 2023 THROUGH MARCH 14, 2023 (3 WEEKS)</b>		<b>\$ 46,249.07</b>
	<b>GRAND TOTAL FOR MARCH 2023</b>		<b>\$ 925,806.29</b>



## CITY MANAGER'S REPORT March 27, 2023

### **TRAINING**

I attended Zoning 2.0 training offered by the Michigan Association of Planners last week.

I am also signed up for the full series of Fiscally Ready Communities offered by the Department of Treasury and MSU Extension. These are offered once a month for 4 months. This is a free training.

Topics include:

Budgeting for Fiscal Sustainability- March

Capital Asset Management and Planning- April

Financial Best Practices Overview- May

Managing Internal Controls- June

### **WIGHTMAN INFRASTRUCTURE UPDATES:**

See attached- I met with Wightman GIS (mapping) Specialist to discuss the City's mapping program and needs. The City has a robust mapping system that is being constantly updated to outline all underground infrastructure and asset mapping throughout the City. This was created by Wightman as part of the SAW grant several years ago and continues to be updated as we make ongoing improvements. We received a quote from Wightman to create a comprehensive Zoning Map once we update the Zoning Ordinance later this year. This will allow the staff, Planning Commission and general public to access up to date zoning information on each parcel.

### **CITY HALL ROOF PROJECT:**

See attached- I spoke with Tichenor, the contractor, who again stated that once the weather broke and stayed at 50 degrees, we would be the first client on their list for the year.

### **WWTP:**

Staff at the WWTP have been hard at work trying to get on top of deferred maintenance. This includes grounds works, building upkeep and maintenance as well as their routine work.

This month the massive leaf, limb and brush pile was pushed in by the contractor. We will be working on a controlled burn as soon as the weather allows. We will be proposing new rules for use of this site for dumping of brush and limbs as a means of maintaining the site for long-term use by City of Hartford residents.

I met with the owner and manager of Amhawk to try to work through their Industrial Pretreatment Program. The City will work with Amhawk to garner ongoing compliance for testing of their wastewater discharge as well as well metering.

We continue to contract with Andy Warner as our current Operator. He is doing a fine job, though he is unavailable during daytime hours. We continue to look for a fulltime Operator.

### **DPW**

Public works has been doing a great job at keeping the roads clear during the recent snow events. Additionally, they have been cold patching pot holes and working on the downtown address signs.

DPW is down two staff at this time. We are looking for two temporary part time employees with CDLs.

The DPW Facility has been cleaned up since I visited the first time.

### **WATER/IRP:**

As I noted last month, the City has a relationship with Wightman and Baker Tilly who are creating a Capital Improvement Plan as part of our Drinking Water Asset Management Grant to understand the need for upcoming improvements to the system and the need to consider rate adjustments to ensure the viability of our infrastructure as well as State mandates. As part of today's agenda, we are requesting that we contract with Baker Tilly to begin the water rate study. We will need to discuss water rate increases as part of the upcoming budget process so that we are well prepared for the Lead Service Line Replacement Project which is currently estimated at \$6.5 mil.

That said, the State has classified us as a severely overburden community which, in past years, has afforded communities similar to Hartford, large grants to help with these huge, incredibly important infrastructure projects. As Mickey mentioned last month, we may want to include additional capital projects in our request to the State as part of our application as a severely overburdened community to ensure we capitalize on all of the available funds.

### **HARTFORD POLICE DEPARTMENT**

James Ivy has been promoted to Lieutenant and Phil Lucas to Sergeant. We congratulate them on their hard work and dedication to the City of Hartford and wish them well in their new positions.

We continue to have an opening for a part time officer and a Code Enforcement Officer available.

The Chief has joined the Michigan Association of Police Chiefs and will begin sending officers to needed training in the coming months. Reserve Officers will also begin regular training under the new Sergeant.

I had a visit with our insurance company's Risk Management Division. They explained how our rates are calculated given our number of claims and our loss ratio. Due to a significant number of claims coming from our PD, they offered some advice on tools we can implement to draw a line in the sand given a new Chief and City Manager. One tool that they highly recommended was a complete independent inventory of our evidence room. They provided the name of a company that performs this type of service. I have reached out to them for a proposal and have included it on this agenda for consideration. Additional suggestions included using MML guidance to review and update the HPD policy manual with up-to-date State Standards and Legislation in mind. They recommended that we first conduct an inventory of available weapons and gear and then City purchase duty weapons and gear for each officer and reserve and thereafter at minimum once per year, that the City's Armorer inspects and updates the weapons according to the manufacture's guidance. Additional guidance was provided on the importance of the training protocol for reserve offices.

### **ATTORNEY UPDATE**

Mr. Schuitmaker says that the Interlocal Fire Agreement is with Township attorney. I discussed the importance of having this finalized sooner rather than later. He spoke with the Township attorney on 3/15/23 who agreed to speak with the Township Supervisor and work on a plan.

Attorney Shuitmaker is also working on the 27 W Main St. expansion project. They are requesting to purchase the sidewalk between their two properties and enclose the property to create an outdoor seating area for the restaurant.

## **MARIJUANA FACILITIES**

I have created compliance and inspection documents associated with the City's Marijuana Ordinance. I have started using these for cannabis vendors wishing to apply to operate in the City as well as for those already in operation in the City. These have been met with some resistance but are designed simply to help the City monitor the efforts and ongoing compliance of these providers. I will be conducting routine and spot inspections as allowed in the Marijuana Ordinance 320-2020.

## **5 MAIN ST**

I met with the County Treasurer. She has had no contact with the Developer in many months and there is not a predevelopment agreement with the Developer for the project. She stated she wanted to give them another few months to move on the project. I questioned her on whether she could contact them to gauge continued interest and then if she would consider re-releasing the Request for Proposals given the amount of time it has been since they awarded the project, especially given the fact that no agreement has been signed. She did state that could be an option.

On Friday March 17, the County Treasurer emailed and stated that the work on the roof at 5 Main St. would begin the week of the 20<sup>th</sup> good weather provided.

## **215 SHEPHARD AND 106 SOUTH CENTER STREET - FIRES**

These buildings became a blight problem after they burned down recently. The Building Inspector has issued a Condemnation order on both homes. The home at 215 Shephard is becoming unstable. We are taking proactive measures to take the structure down and will have to lien the property in an effort to recoup costs associated with these community safety measures.

I met with the County Treasurer and learned that an additional round of Blight Elimination funds are going to become available soon through the State. I asked about the possibility of undertaking a project in which the City works with homeowners wanting to demo their fire-burned homes and she felt that this would be a good project. She recommended that I discuss my ideas with Sarah from Market Van Buren who helped Cass get a similar Blight Elimination grant. I have a meeting set up for later this week.

## **BUDGET**

We are beginning the budget process. We will be budgeting and scheduling for Truth in Taxation unless we hear differently from the County. We will apply for the Lead Service Line Replacement Project Funds and can expect to carry over the following projects to the next fiscal year:

CDBG- E Clark and Linden

USDA- S Parking Lot

DWAM- Investigating 20% of the unknown water services

SRF- Wastewater Project, Force Main & Gravity Sewer, and Sewer Lining

C2R2- PFAS Hartford Township (no budget impact)

We will include most other capital improvements in the DWSRF application to the State as described by Wightman.



**City of Hartford  
Project Updates  
March 20, 2023**

**Project:** E. Linden & Clark Street  
**Project Budget:** \$2,180,250  
**Funding:** MEDC WRI Grant - \$1,860,400  
City - \$319,850  
**Contractor:** Krohn Excavating, LLC  
**Award Amount:** \$1,697,980.20  
**Scope:** Complete reconstruction of E. Linden Street and Clark Street from Spaulding Street to Olds Avenue including new water main, sanitary sewer, storm sewer, concrete curb and gutter, and sidewalks. The grant is intended to cover 100% of construction costs. The local match covers engineering and the likely replacement of water services on private property (MEDC won't fund those).  
**Schedule:** Clearing is completed. Construction is expected to begin in the spring. Contract completion date is 08/25/23, although the City postponed some of the work last fall so an extension may be warranted.

**Wightman Project Manager:** Paul Harvey, P.E., [pharvey@gowightman.com](mailto:pharvey@gowightman.com), 269-760-5082

**Project:** S. Municipal Parking Lot Resurfacing  
**Project Budget:** \$120,000 for the parking lot (Yemi was doing some streetscape improvements as well so it may be higher than this)  
**Funding:** USDA Rural Business Development Grant (not sure of the amount as Yemi managed this one) and City funds (\$99,000)  
**Contractor:** Compton, Inc..  
**Award Amount:** \$100,329.00  
**Scope:** Extend storm sewer to one building, mill and resurface the parking lot, and stripe the parking lot.  
**Schedule:** Awaiting contracts from Compton. Contract completion is 06/02/23.

**Wightman Project Manager:** Brian Holleman, P.E., [bholleman@gowightman.com](mailto:bholleman@gowightman.com), 616-890-4011

**Project:** Drinking Water Asset Management (DWAM)  
**Project Budget:** \$375,000  
**Funding:** EGLE DWAM grant - \$375,000  
**Contractor:** Plummer’s Environmental Services  
**Award Amount:** \$210,200.00  
**Scope:** Investigate approximately 20% of the “unknown” (lead, galvanized, copper, plastic, other) water services. Investigation locations include in the building and two potholes on either side of the curb stop. Use the findings to estimate the number of needed water service replacements due to lead and update the Capital Improvements Plan (CIP) within the City’s Water Asset Management Plan (AMP). Then update the rate analysis to account for the needed lead service line replacements.  
**Schedule:** Complete the investigations in the spring. The City has begun to notify properties with discovered lead or galvanized services per EGLE requirements (about 24 out of 101 so far). Contract completion was originally 09/30/22, but it has been challenging for the City to obtain permission from owners for the interior and private property investigations. Once this is completed, the update to the Water AMP must be completed by 05/01/24.

**Wightman Project Manager:** Brian Holleman, P.E., [bholleman@gowightman.com](mailto:bholleman@gowightman.com), 616-890-4011

**Project:** Lead Service Line Replacements (LSLR) & Water System Improvements  
**Project Budget:** Estimated ~~\$6.5M~~ \$10M  
**Funding:** EGLE DWSRF  
**Contractors:** TBD  
**Award Amount:** TBD  
**Schedule:** The goal of this project is to replace all of the lead service lines within the City’s system. We are working on the Project Plan, which is due June 1, 2023. Ideally, the DWAM project would be completed and we could use that data for this project. However, the timing is not complementary. The City’s superintendent has stated that every water service he has seen in his tenure had a lead gooseneck. An Intent to Apply (ITA) was submitted on 11/01/22 to replace all of the unknown services with an estimated cost of \$6.5M. We have since added all capital projects from the CIP through 2030 including distribution system replacement, work at the IRP, and painting of the tower, bringing the preliminary estimated cost to \$10M. The City’s status of Significantly Overburdened creates an optimistic opportunity for significant grant dollars toward this effort.

**Wightman Project Manager:** Mickey Bittner, P.E., [mbittner@gowightman.com](mailto:mbittner@gowightman.com), 269-266-2159

March 20, 2023  
Page 3

**Project:** SRF Wastewater Project  
**Project Budget:** \$4,695,500  
**Funding:** EGLE CWSRF – Loan: \$3.3755M + \$372,500 = \$3.748M at 2.125% for 30 years;  
 Grant: \$575,000 + \$372,500 = \$947,500

**Contractors:**

- A. WWTP – LD Dosca Associates: Construction of an equalization tank, installation of a ferric chloride day tank and piping, replacement of a polymer mixer, effluent launder covers, leveling equipment, lift station rehabilitation, pavement replacement.
- B. Force Main & Gravity Sewer – Pajay, Inc.: 8” and 10” force main replacement, 8” sewer siphon replacement, 8” and 10” gravity sewer replacement
- C. Sewer Lining – Insituform Technologies USA, LLC: Lining 8”, 15”, 16”, and 18” sewers.

**Award Amounts:**

- A. \$1,267,799.60
- B. \$1,749,790.00
- C. \$701,935.80

**Schedule:**

- A. Work is underway. Equalization tank pour began on 02/07/23. The floor has been poured and form work for the tank walls is being erected this week with the pour scheduled for March 22, 2023. Final completion by 10/15/23.
- B. Work to begin when weather allows. Final completion by 10/15/23.
- C. Sewers have been cleaned and lining has begun. Lining on CR 372 is complete. They have about three runs remaining and have pulled off site until asphalt plants open up. Final completion by 10/15/23.

**Wightman Project Manager:** Andrew Rudd, P.E., [arudd@gowightman.com](mailto:arudd@gowightman.com), 269-364-1664; Mary Nykamp, P.E. for the WWTP work, [mnykamp@gowightman.com](mailto:mnykamp@gowightman.com), 269-209-6406

**Project:** Hartford Township Water Main Extension (PFAS)  
**Project Budget:** \$2,970,800  
**Funding:** EGLE C2R2 Grant - \$2,970,800  
**Contractors:** Harris ConAg, LLC (pending award)  
**Award Amount:** \$2,131,854.00  
**Schedule:** Waiting for EGLE permit to be issued. CSX Railroad Encroachment Agreement has been executed. The bid opening was held on March 1, 2023. There were 8 bidders with prices ranging from the low to \$2.94M. Construction likely won't occur until 2024 due to supply chain issues. We continue to communicate with residents (05/02/22, 07/13/22, and 11/15/22) and hope to get more to sign up. Hartford Township has indicated they have ARPA funds to cover costs in excess of the grant amount. Final construction completion scheduled for August 30, 2024.

**Wightman Project Manager:** Mickey Bittner, P.E., [mbittner@gowightman.com](mailto:mbittner@gowightman.com), 269-266-2159



**Roxann Isbrecht**

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**From:** Sanya Vitale  
**Sent:** Monday, March 20, 2023 4:18 PM  
**To:** Roxann Isbrecht  
**Subject:** FW: City of Hartford

Respectfully,

Sanya Vitale, MPA  
City Manager  
City of Hartford

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**From:** Chris Wozniak <woz@tichenorinc.com>  
**Sent:** Monday, March 20, 2023 1:11 PM  
**To:** Sanya Vitale <citymanager@cityofhartfordmi.org>  
**Cc:** Ian Mattoon <imattoon@garlandind.com>; Nick.carpenter@apexindustrialroofingllc.com  
**Subject:** RE: City of Hartford

Sanya  
I apologize for the delay. I did speak with nick and Ian and yeas as soon as we are at appropriate temps we will be there. So yes you are first project to be completed from last year. I have copied nick and Ian on this as well. We will need 50plus degree weather to proceed. Just so were clear not 50 degrees at 4 oclock in the afternoon.

Chris

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**From:** Sanya Vitale  
**Sent:** Monday, March 20, 2023 1:02 PM  
**To:** Chris Wozniak <[woz@tichenorinc.com](mailto:woz@tichenorinc.com)>  
**Subject:** RE: City of Hartford

Chris,

I just texted you as well.  
I haven't received the promised update on our roof project stating that your team will be onsite when the weather breaks and the forecast shows 50 degrees for a while.  
The forecast in Hartford is showing 50 degrees for the near future.  
Please contact me as soon as possible regarding this project.

Respectfully,

Sanya Vitale, MPA  
City Manager  
City of Hartford

**From:** Sanya Vitale  
**Sent:** Tuesday, March 7, 2023 3:31 PM  
**To:** 'Chris Wozniak' <[woz@tichenorinc.com](mailto:woz@tichenorinc.com)>  
**Subject:** City of Hartford

Hi Chris,

I wanted to check in and see if we can get a preliminary work schedule for the roof at City Hall.  
I would love to update the Council.  
Please let me know.  
Thank you.

Respectfully,

Sanya Vitale, MPA  
City Manager  
City of Hartford  
19 W Main St  
Hartford MI 49057  
269-621-2477  
[citymanager@cityofhartfordmi.org](mailto:citymanager@cityofhartfordmi.org)  
[www.cityofhartfordmi.org](http://www.cityofhartfordmi.org)

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
FEBRUARY 27, 2023

Item 17.

Commissioners Present: Jane Danger; Frank Dockter; John Miller; Helen Sullivan; Terry Tibbs; Mayor Richard A. Hall

Commission Members Absent: Ramon Beltran;

Staff Present: Prince; Rodney-Isbrecht; Ryan; Shultz; Vitale

Mayor Richard A. Hall called the business meeting to order at 7:30pm.

Pledge of Allegiance was said.

Motion by Commissioner Dockter, supported by Commissioner Miller, as presented.

Motion carried 6 – 0

Guests:

- Miss & Mr Hartford and Court, Float Sponsorship Request, Theme for the float is Strawberry Fantasy, also seeking a home to park and volunteers to work on the float. Hartford has brought home the Blossom Time Sweepstakes award the past 8 years, very proud to have a beautiful float.
- Mickey Bittner Wightman's updates on projects: **Clark/Linden** - waiting on weather to break to begin; **South Parking Lot** – recommending award to Compton Inc with a completion date by June 2<sup>nd</sup>; **DWAM, Drinking Water Service Line Inventory** - suspended until weather improves, project is a 100 % grant, a second round of letters were sent to replace those addresses who have not responded; **Drinking Water SRF** project would complete the City's Capital Asset plan through 2030, This project would begin in 2025 Construction season and would include the water tower maintenance, among other projects, estimating at 10 million project; **WWTP SRF**- projects have begun; **Township Water Main Extension Project** - waiting on EGLE to approve permits & approval of railroad permits, this is a 2024 project start date depending on material lead time, bid opening is Wednesday at 1:30pm and bid award will be on Councils March Agenda, this project is 100% grant.

Public Comment:

- Mark Little, 15 North Maple, Questions on the roof for City Hall and would like to see plans for the downtown area to replace the planters since the trees were cut down. Also questions on why trucks are parking in the north parking lot when the sign says there is no truck parking, response: they were granted permission by the DPW Superintendent as they are working on a city project.
- Bruce Plyer, 211 Church Street does not have access to city water and would like to know why or when he would have access to connect to the system because he has concerns about PFAS contamination. Also expressed concerns about the rate increase to his sewer bill with only one in his household, Council will look into what would be required to complete the water line in his area.
- Sherriff Dan Abbott, stopped by to provide information, his door is always open.
- Emily Hickmont, VB Conservation District Update, supplied information on available recycling programs.
- Michael Menck 38 Marion Ave, speaking for the residents of Marion Ave, concerns about the business being run at 517 West Main Street. Requesting a copy of what Council received from the City Attorney, the city manager responded the City Attorney opinion was covered under attorney client privilege, the problem has been handled and closed. Commissioner Miller would like to have the opinion redacted and shared with the residents of Marion Ave.
- Christina Mireles, Clark St, has plans for a Cinco De Mayo Festival in May, they have partnered with the Hartford Lions Club to have a concert and car show.

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
FEBRUARY 27, 2023

Item 17.

**Communications:**

- McDowell II Apartments – Accepting Applications
- Comcast – Notice of Changes
- Van Buren Sportsmen Club – Easter Egg Hunt April 1 or Rain Date of April 8 @ 1:00pm
- Van Buren Conservation District January & February Update
- March Board of Review Organizational Meeting March 7, 11am; Appeals will be March 13, 1-4pm & 6-9pm; March 16, 9am-Noon & 1pm-4pm. Call the Assessor to make an appointment.
- Water/Sewer new rates went into effect January 1, 2023.

**Reports of Officers, Boards & Committees; Routine Monthly Reports from Departments:**

- A. **Police & Ordinance** – Chief Prince – Ordinance Officer has resigned; New Police car has been delivered and is now in service. Other Explore has some body damage and cannot get in for repairs until August; plans are to keep the Charger as a backup vehicle. Thanks to the City of Bangor for the loaned vehicle while waiting for the new vehicle to be delivered.
- B. **Fire Department** – Chief Harting – Free Community CPR class's starting this month; smoke detectors program is on hold until they receive more from the state; fundraisers scheduled, car wash and coffee April 16 10am-2pm; spring pancake breakfast May 13, the City Manager visited the fire station last week.
- C. **Ambulance** – Report on file. Management at Pride has had a change in leadership.
- D. **Van Buren County** – Mike Chappell – sold property through the drug forfeiture program, approved recycling program to be held on county property, made various board appointments.
- E. **Public Works** – Justin Ryan, Superintendent, thankful for a mild winter, maintaining equipment, cold patching, almost done with construction project on CR 372.
- F. **Wastewater Treatment Plant** – No report submitted
- G. **Treasurers, Investment & List of Bills** – Commissioner Tibbs had a question about Senior Services tax over payment, two additional invoices needed to be added to the February list of bills to include Andrew Warner invoices & work done at the WWTP. January list of bills have been paid; February list of bills have not been paid, once Council approves, they will be paid.
- H. **City Manager** – Attended Training; Met with the engineers to go over current projects; spoke with contractor on the city hall roof project; toured the WWTP, staff is working on doing some clean up, met with Andrew Warner contracted operator, will begin as a UV, pilot site to use neo water FX process to bring UV back online; recommending changes to brush permits. DPW is out of space, working with the engineer for recommendation on expanding the DPW building over the next five years. Iron Plant is beautifully maintained, will be needing some replacement & upgrades to be included in the capital improvement plan and will be exploring a water rate increase with the upcoming budget year to cover the large projects that must be done. Police Department looking for a Part Time officer & Interviewing for a code enforcement officer as well as appointing a lieutenant. Met with the City Attorney to discuss the Interlocal fire agreement and HR, because Attorney Shuitmaker does not provide HR & Employment services, the manager has contracted with a labor attorney on human resources & employee handbook review. Blight of homes destroyed by fire, met with the owner of 106 South Center St who will have a demo plan by June 1<sup>st</sup> & Home at 215 Shepard St which has become unstable, the City is seeking bids to have the 215 Shepard property demolished.

**Approval of Commission Minutes:**

Motion by Commissioner Sullivan, supported by Commissioner Dockter, to approve the minutes of the January 23, 2023 business meeting and the February 6, 2023 special meeting of the Hartford City Commission, as presented and place them on file.

Motion carried 6 – 0

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
FEBRUARY 27, 2023

Item 17.

**Approval of Reports:**

Motion by Commissioner Dockter, supported by Commissioner Miller, to accept the January 2023 departmental reports as presented and place them on file.

Motion carried 6 – 0

**Goals/Objectives:** None Discussed

**Old Business:**

- Shirts for City Council – Council needs to submit Sizes to the Clerk by March 1<sup>st</sup>.
- City Funds Update – The Transfer of Certificate of Deposit approved by Council at the January meeting was not transferred as Sturgis Bank matched the rate Honor Credit Union was offering.

**New Business:**

- Discussion – Proposed HFD 2022/2023 Operating Budget – reduced by 6.87% over last year for a total of \$312,026
- CSX Agreement & Protective Liability – Hartford Township Water Main Extension –

Motion by Commissioner Miller, supported by Commissioner Tibbs to accept the AXA Railroad Protective Liability proposal in the amount of \$4,978.33 and authorize the City Manager to execute the CSX Agreement & required documents including payment of \$5,100 for encroachment fee.

Motion carried 6 – 0

- Hartford Hispanic Heritage Committee Sponsorship

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to approve and partner with the Hartford Hispanic Heritage Committee to sponsor the 2023 Hispanic Heritage Festival May 6 in Ely Park in the amount of \$500.

Motion carried 6 – 0

- Hartford Lions Club Concerts In the Park Sponsorship

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to approve and partner with the Hartford Lions Club to sponsor the 2023 Concerts in ELY Park the amount of \$1,000.

Motion carried 6 – 0

- Rural Business Development Grant – South Parking Lot Resurfacing Project

Motion by Commissioner Dockter, supported by Commissioner Miller, to award the South Parking Lot Resurfacing Project to Compton Inc. in the amount of \$103,329.00 as recommended by Wightman.

Motion carried 6 – 0

- Application for Special Use Engagement at 301 Bowie Street

Motion by Commissioner Miller, supported by Commissioner Sullivan, to approve a special use engagement application at 301 Bowe Street to Big Bhangz, July 21-July 23, 2023.

Motion carried 6 – 0

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
FEBRUARY 27, 2023

Item 17.

- Garbage Can Proposal

Motion by Commissioner Miller, supported by Commissioner Dockter, to approve the purchase of 10 green garbage cans in the amount of \$10,000.

Motion carried 5 – 1 (Danger)

- Ambulance Service Agreement

Motion by Commissioner Miller, supported by Commissioner Dockter, to issue an RFP for Ambulance Services with a deadline of March 17, 2023

Motion carried 6 – 0

- 215 Shepard Street – Fire Damaged Building has become unstable & unsafe.

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to seek demolition bids not to exceed \$10,000.

Motion carried 6 – 0

- Revoke – BT Capital 3, LLC Adult Use Recreational Marihuana Facility License

Motion by Commissioner Miller, supported by Commissioner Tibbs, to revoke BRT Capital 3, LLC Adult Use Recreational Marihuana Facility Provisioning /Retail Center License for non-compliance at 210 West Main Street parcel #80-52-705-008-01 & 325 West Main Street parcel #80-52-816-055-01

Motion carried 6 – 0

- Mr & Miss Hartford Committee Float Sponsorship Request

Motion by Commissioner Dockter, supported by Commissioner Miller, to approve and partner with the Hartford Float Committee to sponsor the 2023 Hartford Community Float in the amount of \$500.00

Motion carried 6 – 0

**Resolutions, Ordinance, Proclamation's:**

- Resolution 2023 – 006 Designating Street Administrator

Motion by Commissioner Miller, supported by Commissioner Dockter, to adopt resolution 2023 –. 006 designating the City Manager as the Street Administrator for the City.

Motion carried 6 – 0

- Resolution 2023 – 007 2022/2023 Budget Adjustments No. Two

Motion by Commissioner Miller, supported by Commissioner Dockter, to adopt resolution 2023 –. 007 approve the 2022/2023 Budget Adjustments no. two as presented.

Motion carried 6 – 0

- First Reading 304-07 Anti-blight Ordinance & General Penalty Proposed Amendments

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
FEBRUARY 27, 2023

Item 17.

**Adjournment:**

Motion by Commissioner Miller, supported by Commissioner Sullivan, to adjourn the meeting at 9:15pm.

Motion carried 6 – 0

Respectfully Submitted,

RoxAnn Rodney-Isbrecht, City Clerk



CITY OF HARTFORD  
PROPOSED SPECIAL BUSINESS MEETING MINUTES  
MARCH 15, 2023

Item 18.

Commissioners Present: Ramon Beltran; Jane Danger; Frank Dockter; John Miller; Helen Sullivan; Terry Tibbs; Mayor Richard A. Hall;

Members Absent: None

Staff Present: Vitale, Rodney-Isbrecht;

Guest: Harold Schuitmaker

Mayor Richard A. Hall called the special meeting to order at 2:00pm.

- Proposed Wage Increase

Motion by Commissioner Miller, supported by Commissioner Danger approve the memorandum of understanding with the International Brotherhood of Teamsters Municipal & County Workers Local 214 and its members of the Hartford Police Department.

Motion carried 5 – 2 (Beltran & Tibbs)

Motion by Commissioner Miller, supported by Commissioner Sullivan approve the memorandum of understanding with Local 2628 affiliated with Michigan Council No. 25 AFSCME, AFL-CIO & its members of the Hartford Department of Public Works.

Motion carried 6 – 1 (Tibbs)

- Attorney Client Privilege

Discussion about the importance of attorney client privilege. It is not best practice to issue a summary of an attorney opinion as it breaks the attorney client privilege. If you are given an opinion, it is not advised to release part of it as then the requestor can come back and get the full opinion, which sets precedence for future requests.

- Closed Session – Attorney Opinion

Motion by Commissioner Beltran, supported by Commissioner Danger to suspend the special meeting & go into closed session to discuss a legal opinion at 2:27 pm.

Motion carried 7 – 0

Motion by Commissioner Tibbs, supported by Commissioner Beltran to return to open session and resume the special meeting at 3:05pm.

Motion carried 7– 0

**Adjournment:**

Motion by Commissioner Miller, supported by Commissioner Dockter, to adjourn the meeting at 3:05pm.

Motion carried 7 – 0

Respectfully Submitted,

RoxAnn Rodney-Isbrecht, City Clerk



# Shopping Cart

[Continue Shopping](#)

## SUMMARY

Subtotal	1 Item	\$9,377.00
Shipping (To be determined)		
<b>Order Total</b>		<b>\$9,377.00</b>

★ REVIEWS

**TIMATE SHIPPING & TAX**



**PROMOTION CODE**



PROCEED TO CHECKOUT

[Save as Quote](#) | [Continue Shopping](#)



**OPTIONS SELECTED**



## Commercial Steel Waste Receptacles

SKU# 4ZB4239 | Ships in 3 to 5 Days

Subtotal: **\$9,377.00** Save 21% (~~594.00~~)

**- 20 +** Price Per Unit: \$468.85

[EDIT](#) [REMOVE](#)



# Shopping Cart

[Continue Shopping](#)

## SUMMARY

Subtotal	1 Item	\$8,988.50
Shipping (To be determined)		
<b>Order Total</b>		<b>\$8,988.50</b>

★ REVIEWS

**TIMATE SHIPPING & TAX**



**PROMOTION CODE**



[PROCEED TO CHECKOUT](#)

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## OPTIONS SELECTED



### Northgate 32 Gallon Receptacles

SKU# 4ZT4282-GN | Ships in 3 to 5 Days

Subtotal: **\$8,988.50** Save 20% (~~11,229.00~~)

Price Per Unit: \$898.85

EDIT REMOVE

# Memo

**To:** Mayor Hall  
**From:** Sanya Vitale  
**cc:** City Council  
**Date:** 3/21/23  
**Re:** Ambulance Services

---

As you are aware, our contract with Pride Care Ambulance Services ended at the end of February. It is included in your pack for review.

Per the agreement, at the end of the 5-year agreement we have 90 days to negotiate new services or to decide to decline services or we continue for an additional 5 years.

Last month, Council approved the issuance of a Request for Proposals for ambulance services.

This RFP was sent to Life EMS, VBEMS, Pride Care EMS and Medic 1 EMS as well as posted. Responses are due back Friday March 24. As of the writing of this memo, we have received one response to the RFP.

Since we issued the RFP, VBEMS approached the City of Hartford about their inability to respond to the RFP in a timely manner due to belonging to the Bronson hospital system and needing at least 60-days to respond. They expressed interest in providing service but suggested that Hartford consider working with another provider for the short-term (6 months) until VBEMS could prepare for service expansion.

VBEMS also called a meeting of several (six) municipalities and discussed the idea of these communities joining together for an Ambulance Authority of sorts. The Mayor attended this meeting as the City Manager had a conflict. Per Dr. Dommer the COO of Bronson and owner of VBEMS, they are exploring their capabilities at this time and will reach back out to our municipal partner in Bangor once they have more information.

**Recommendation:** As we are in our 90-day window to negotiate with Pride Care, I am advising that the Council take action to extend their agreement with Pride Care for 6 months with the possibility for an additional 6-month renewal while also allowing ourselves the opportunity to eliminate the agreement with 30-days written notices. I would suggest that we work with legal to create a contract and present it to Pride Care for review and consideration.

### AGREEMENT

THIS AGREEMENT dated 26<sup>th</sup> of FEB, 2018 is between the **City of Hartford**, 19 W. Main St. Hartford, MI 49057 (the "Municipality"), and **COLOMA EMERGENCY AMBULANCE SERVICE, INC.**, dba **PRIDE CARE AMBULANCE**, a Michigan corporation, with its principal offices situated on 5088 Meredith Street, Portage, MI 49002 ("Contractor").

WHEREAS, the parties are desirous of entering into an agreement whereby Contractor will provide emergency medical services within the geographical area of the Municipality; and

WHEREAS, the services to be rendered by Contractor shall be performed by Contractor as an independent contractor; and

WHEREAS, the Contractor is a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, has not had its corporate authority suspended or revoked by the State of Michigan, and has been authorized by its Board of Directors to contract with the Municipality for the purposes set forth in the Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Municipality and Contractor as follows:

1. **SERVICES TO BE PROVIDED.** Contractor shall provide within the geographical area of the Municipality (City of Hartford), emergency medical services including, but not limited to, Advanced Life Support (ALS) and Basic Life Support (BLS) services, which services shall be provided on a twenty-four-hours-per-day, seven-days-per-week basis. The level of care described as "emergency medical services" shall be that as defined in Part 209 of the Michigan Public Health Code, as amended by PA 179 of 1990, and regulations promulgated thereunder.
2. **SPECIFICATIONS OF SERVICES TO BE PROVIDED.** All services provided by Contractor shall be equal to or exceed the standard of care of the industry of parties providing emergency medical service. Services shall include but not be limited to the following:
  - A. Twelve minute or less average priority 1 emergency response time with ALS (paramedic) service (this will be based on an annual basis);
  - B. Advanced Cardiac Life Support certification of all Paramedics
  - C. Pediatric Advanced Life Support or equivalent certification of all Paramedics
  - D. Pre-hospital Trauma Life Support or equivalent certification of all Paramedics
  - E. Meet or exceed Van Buren County Medical Control Authority clinical guidelines as may be required;
  - F. Include twelve 12 lead and cardiac pacing capabilities;
  - G. Educational services provided to the community upon request (Cardio-Pulmonary Resuscitation (CPR), Medical First Response AED training);
  - H. Wheelchair transportation services;
  - I. Critical Care Paramedic Services; and
  - J. Response to all structure fires, community and school events if reasonably possible.
  - K. Will equip Community with Lucas CPR Device.
  - L. Will honor a strong presence in the community to cover adequate response times.

3. **TERM OF AGREEMENT; RENEWAL.** This Agreement shall be for a period of 5 years commencing on the date of this Agreement and will automatically renew for 2 consecutive 5 year renewals. This Agreement may be renewed with changes by the mutual agreement of the parties. The parties will use their best efforts to have all negotiations completed regarding a renewal of the Agreement 90 days prior to the anniversary of this Agreement. Failure to negotiate a renewal shall result in the continuation of the Agreement for an additional 90 day period until a renewal or termination occurs.
4. **CONTRACTOR'S ROLE IN COMMUNITY.** Contractor shall maintain an active and visible role in its service community.
5. **COMPENSATION FOR SERVICES.** The Municipality agrees to pay to Contractor a sum equal to the share of the Municipality per capita distribution of the Van Buren County Ambulance levy. Payment to the Contractor shall be on a quarterly basis in the same amount as distributed to the Municipality by the County for that calendar quarter, pro-rated to the date of service at the beginning and end of this Agreement if necessary. It is understood that this Agreement is conditioned upon the County receiving millage approval for this levy to enable the Municipality to fund its obligations under this Agreement. If the Municipality doesn't receive its share of the millage levy for any calendar quarter, then the Municipality may terminate this Agreement upon thirty (30) days' written notice to the Contractor. Direct payments by the County Treasurer will satisfy this paragraph. The County Treasurer has agreed to this.
6. **CONTRACTOR'S RIGHT TO BILL COLLATERAL SOURCES.** During the period of this Agreement, Contractor shall have the specific right to bill collateral sources of payment other than the Municipality or persons to whom such service is rendered. Contractor shall have the right to retain payment received from such collateral sources as and for its own property, and the Municipality shall not be entitled to any right of set-off because of such collateral source payment. Neither the Municipality nor the party to whom such service is rendered shall be obligated to assist Contractor in seeking payment from any such collateral source. Contractor agrees to accept assignment from Medicare. Contractor shall charge the same fees for service in the Municipality as it does for similar services in other service areas.
7. **COMPENSATION FOR FIRST RESPONDERS.** The Contractor shall reimburse the First Responders for Priority one responses for labor and equipment costs where the ambulance makes a transport at the rate of \$15.00 per response.
8. **FINANCIAL STATEMENTS.** The Contractor will, upon request of the Municipality, provide a copy of its reviewed financial statements, including profit and loss statements when they become available with unaudited statements provided no later than March 1 of the preceding year.
9. **MONTHLY REPORTS OF CALLS FOR SERVICE.** The Contractor will, on a monthly basis, provide the Municipality with a list of all emergency calls, identified by the date, time of dispatch and arrival on scene, along with the actual response time for each response.

10. ATTENDANCE AT MEETINGS. Municipality representative(s) will use their best efforts to attend the semi-annual (usually held in March and September) monthly and additional Board of Directors' meetings of Contractor for the purpose of review of the Contractor's performance, including response time and clinical performance. Notice of each meeting date(s) and location(s) shall be provided to the Authority at the address on this Agreement not less than 30 days prior to the date of said meeting(s).
11. CONTRACTOR'S EMPLOYEES. Contractor shall be solely and exclusively responsible without interference of the Municipality for hiring and firing of Contractor's employees, all employee disputes, payment of all federal and state withholding taxes, all social security contributions, method of payment of Contractor's employees, Contractor's employee disputes, training and certification of Contractor's employees, control of the manner in which Contractor's employees perform Contractor's obligations under this Agreement, the furnishing of equipment to be used in the performance of this Agreement, and any other detail, manner and method by which Contractor performs its obligations under this contract.
12. LICENSURE AND CERTIFICATION. Contractor shall, at its own expense, be responsible for obtaining and complying with any Federal or State licensing, certification or other requirements including the applicable local Medical Control Authority and Medical Director necessary to permit Contractor to fulfill its obligations under the terms of this Agreement. If at any time Contractor shall cease to be licensed or certified, Contractor shall immediately notify the Municipality and the Municipality may immediately terminate this Agreement.
13. PERIODS OF SERVICE, PERSONNEL, AND EQUIPMENT, LOCATION OF EQUIPMENT. During the period of this Agreement, Contractor shall make available on a twenty-four-hours-per-day, seven-days-per-week basis, at least one (1) ALS ambulance and equipment together with a sufficient number of properly trained and licensed personnel. The personnel, vehicles, equipment, training and licensure shall be in compliance with all federal, state and local laws, administrative rules, regulations, protocols, and procedures.
14. PAYMENT OF OPERATING EXPENSES. Contractor shall be responsible for the timely payment of all operating expenses incurred by it in the performance of the Agreement.
15. DEFENSE AND INDEMNIFICATION, INSURANCE. Contractor shall defend, indemnify and hold the Municipality harmless from any claim, judgment, costs, attorneys' fees or causes of action arising from or incident to Contractor performing its obligations under the provisions of this Agreement or from any act of negligence of Contractor or its agents, employees, parties, licensees, or other person, firm or corporation. Contractor shall obtain insurance in an amount not less than Two Million Dollars (\$2,000,000) for injury or death per occurrence, with a Three Million Dollar (\$3,000,000) aggregate, Two Million Dollars (\$2,000,000) for damage to property per occurrence, with a Three Million Dollar (\$3,000,000) aggregate, and Contractor shall annually provide evidence satisfactory to the Municipality that such insurance is in effect. The Municipality, its public officials, officers, employees, representatives, and agents shall be named as additional insured under the insurance.



16. **TERMINATION.** If either party commits a material breach of this Agreement and fails to correct such breach within thirty (30) days after receiving from the other party written notice of the breach which specifically describes the breach, the other party, at its option, may terminate this Agreement immediately or at any designated time by delivering to the breaching party a written notice of termination and the effective date thereof. Notwithstanding the foregoing, if Contractor loses any license or certification required in paragraph 11, Municipality may terminate this Agreement immediately upon written notice to Contractor. Additionally, if Municipality does not receive its distribution of the Van Buren County Ambulance Levy in a calendar quarter as described in paragraph 5, it may terminate this Agreement by giving Contractor thirty (30) days written notice. In the event of termination, Contractor will be paid a pro-rated daily rate to the termination date, minus any off-sets to which the Municipality may be entitled. Contractor shall be entitled to no other compensation from Municipality. If the Contract is terminated for a material breach of this Agreement, Contractor shall be responsible for payment to the Municipality of the difference in costs incurred by the Municipality in providing replacement emergency service during the duration of the periods of the Agreement in force at the time of such termination.

17. **ARBITRATION.** In the event a dispute arises between the parties regarding this Agreement or the performance of either party under this Agreement, such dispute shall be resolved by arbitration. The arbitration shall be conducted by a single arbitrator. The parties shall select an arbitrator agreeable to each party. If parties cannot locate and agree upon a person to act as the sole arbitrator, then the sole arbitrator shall be selected from the list of facilitative mediators kept at the United States District Court for the Western District of Michigan. The parties shall develop some reasonable mechanism for selecting one person on that list. Each of the parties shall exercise good faith in the arbitrator selection process. The decision of the sole arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be divided equally amongst the parties, but each party retains the ability to seek such costs from the arbitrator, who shall award them based on the degree of fault allocable to the parties.

It is agreed between the parties that any arbitration under this Agreement shall be resolved within sixty (60) days of the date the other party is notified of such dispute or difference. During the period of arbitration each of the parties shall be responsible for continuing to perform its obligations under the terms of this Agreement and neither party shall have the right to terminate this Agreement until the arbitration has been concluded.

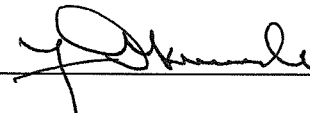
Any award from the arbitrator may be confirmed as an order of competent jurisdiction, including the Van Buren County Circuit Court.

18. **NOTICES.** All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Contractor at P.O. Box 2288 Kalamazoo MI 49002 and to the Hartford City Clerk at 19 W. Main St., Hartford MI 49057, or to any subsequent address which either party may hereafter designate to the other party in writing. Date of service of a notice served by mail shall be the


date on which such notice is deposited in a post office of the United States Post Office Department.

- 19. CONTRACTOR’S AUTHORITY. Contractor represents it has received authority from its Board of Directors to enter into this Agreement, that a copy of a certificate of incorporation has been delivered to the Municipality upon execution of this Agreement, and that there is no conflict of interest or other restrictions which would prohibit the performance of its obligations under the terms of this Agreement.
- 20. ENTIRE AGREEMENT. The parties hereto agree this Agreement contains the entire agreement between the parties and no other promises have been made to induce either of the parties to enter into this Agreement. This Agreement may only be amended by written amendment signed by the parties.
- 21. ASSIGNMENT. Contractor shall not assign this Agreement without the prior written approval of the Municipality.
- 22. VENUE. The parties agree that this Agreement was entered into in Van Buren County and the services will be provided in Van Buren County. If a dispute arises where court action is filed, the proper venue shall be the courts in the County of Van Buren.

**CITY OF HARTFORD**

By:   
 Name: Yemi Akinwale  
 Title: Manager

**COLOMA EMERGENCY AMBULANCE, INC.**

By:   
 Name: Bill Mears  
 Title: CEO



#

March 6, 2023

City of Hartford  
19 W. Main Street  
Hartford, MI 49057

Attention: Ms. Sanya Vitale, City Manager

**RE: 56TH AVE., PINERY RD. AND 60TH STREET WATER MAIN EXTENSION PROJECT  
BID TABULATION AND RECOMMENDATION FOR AWARD**

Dear Sanya:

I have reviewed and tabulated the bids received on March 1, 2023 for the above referenced project and have found Harris ConAg, LLC to be the low, responsive bidder in the amount of \$2,131,854.00.

It is our recommendation that the City of Hartford award the contract to Harris ConAg, LLC in the amount of \$2,131,854.00 at the March 27, 2023 City Commission meeting. I have enclosed a copy of the bid tabulation for your use.

If you have any questions, please feel free to call me.

Very truly yours,

Mickey E. Bittner, PE  
mbittner@gowightman.com

Enclosure

# City of Hartford Procurement Policy

This Procurement Policy complies with Federal Procurement Regulations at **2 CFR Part 200**, applicable Michigan Compiled Laws, and the procurement standards of the 2 CFR Part 200.317-200.326.

Adopted by the Board of Commissioner's

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## City of Hartford PROCUREMENT POLICY

### GLOSSARY OF TERMS

**Acceptance** – The act of an authorized representative of the City of Hartford acknowledging that the supplies or services delivered to or received by the City of Hartford conform to contract requirements.

**Amendment** – A written revision made to a solicitation.

**Architect/Engineer (A/E)** – A licensed person (or company) usually responsible for developing the plans and specifications of a building or development and, in some cases, supervising the construction effort.

**Bid** – In the sealed bidding method of procurement, this is the price submitted by a bidder.

**Bidder’s List** – General list of persons or firms who may be interested in submitting bids in response to an Invitation for bid and in contracting opportunities with the City of Hartford.

**Bonding (Bid Bonds)** – A bid bond or guarantee ensures that, if awarded the contract, the bidder will accept and perform the work under the contract; ensures the bidder will not attempt to withdraw or otherwise not fulfill the contract; and ensures the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee.

**Bonding (Performance Bonds)** – A performance bond ensures the contract is successfully completed. The performance bond also ensures that if a contractor is unable to complete the contract, the surety company, which issues the bond, will step in to complete the work. In the case of a letter of credit or cash escrow, City of Hartford may use these funds to complete the contract work.

**Bonding (Payment Bonds)** – A payment bond ensures the contractor pays the subcontractors and suppliers. City of Hartford will allow the performance bond and the payment bond to be combined.

**Change Order** – Modification to the contract that is a unilateral action taken by the City of Hartford City Manager within the scope of the contract to modify the drawings, design, specifications, method of shipping



or packaging, place of inspection, delivery, acceptance, or other such contractual requirement.

**Competitive Proposals** – Method of procurement used when small purchases and sealed bidding methods are not appropriate. The City of Hartford solicits proposals which allows for the selection and award of contracts based on technical considerations and the negotiation of price/cost by using either a Request for Proposal (RFP) or a Request for Qualifications (RFQ) *See definitions of each type of competitive proposal.*

**Competitive Range** – The range of scores of proposals submitted in response to a RFP that, after technical evaluation by the City of Hartford’s evaluation panel and considering price, have a reasonable chance of receiving the award.

**Contract** – A mutually binding legal relationship obligating the seller to furnish the supplies, services, or construction and the City of Hartford to pay for the supplies, services, or construction. Contracts include all types of commitments that obligate the City of Hartford to expend funds and, except as otherwise authorized, are in writing.

**Contract Administration** – All the actions taken with regard to a contract after its award. Administration includes monitoring the contractor’s performance to ensure compliance with the contract requirements, terms, and conditions.

**Contract Modification** – Any written alteration to the specifications, delivery point, date of delivery, contract period, price, quantity, or other clause, of an existing contract. All contract modifications must be signed and dated by the Executive Director in order to be effective.

**City Manager**– The official of City of Hartford, officially delegated in writing, to enter into and / or administer contracts and make related determinations and findings.

**Cost Analysis** – An evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor’s total proposal to determine if they are reasonable, allowable and directly related to the requirement. Cost analysis is required whenever there is no price competition.

**Cost Reimbursement Contract** – Contract in which the City of Hartford and the contractor agree on an estimate of contract costs. Under this type of contract, the City of Hartford agrees to reimburse the contractor for reasonable, allowable, and allocable costs necessary to complete the work.

**Cure Notice** – A document originating by the City of Hartford City Manager sent to the contractor stating the contract may be terminated for one or more events of default unless performance is corrected within a specified number of days.

**Exigent Condition** – An exigent condition is a situation or condition requiring immediate aid or action. Only the City Manager has the authority to declare an exigent condition.

**Firm Fixed Price Contract** – A contract pricing arrangement under which the price is not subject to change or adjustment based on the cost experience of the contractor in performance of the contract.

**Independent Cost Estimate (ICE)** – An estimate obtained or developed by the City of Hartford prior to

obtaining offers.

**Inspection** – The examination and/or testing of supplies and services to determine whether they conform to the contract requirements.

**Intergovernmental Agreement** – An agreement between the City of Hartford and a Federal, State, or local government agency for the provision of procuring supplies or services. For the purpose of this Policy, the terms Cooperative Agreement, Intergovernmental Agreement, Interagency Agreement, Consortium Agreement, or Memorandum of Agreement are interchangeable.

**Invitation for bids (IFB)** – Solicitation type used under the sealed bidding method of procurement.

**Micro-Purchasing** – A method of purchasing below \$2,000 for federal grants and below \$10,000 for all other funding sources. This type of purchasing requires one (1) quote.

**Minority Owned Business** - A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to African Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Subcontinent Asian Americans.

**Negotiation** – Discussions with offerors in the competitive range regarding technical and/or price proposals to award a contract using the competitive proposals or noncompetitive proposals method of procurement or when issuing modifications to existing contracts.

**Noncompetitive Proposals** – The method of procurement in which proposals are solicited from only one source because award of a contract is not feasible under the small purchase procedure, sealed bids or competitive procedure as a result of: 1) the item or service is available only from a single source; 2) public exigency or emergency will not allow enough time for a competitive procurement; 3) inadequate response to a competitive solicitation; or 4) HUD approves the use of noncompetitive proposals. The method is also known as “sole source”.

**Offer** – A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract.

**Offeror** – The general term for the entity that submits a response to a solicitation.

**Price Analysis** – The evaluation of a proposed price (bottom line) for reasonableness, without evaluating the separate elements of cost.

**Procurement** - The term “procurement,” includes the procuring, purchasing, leasing, or renting of: 1) goods, supplies, equipment, and materials; 2) construction and maintenance; 3) consultant services; 4) Architectural and Engineering (A/E) services; 5) Social Services; and 6) other services. The term Procurement also includes selling, including concessions and disposal of surplus material and equipment.

**Proposal** – The offer submitted by a potential contractor in the competitive or noncompetitive proposals type of procurement.

**Qualifications Based Selection (QBS)** – A form of procurement of Architect/Engineering (A/E) or development services by competitive proposals in which price is not requested in the Request for Qualifications (RFQ) or used as an evaluation factor.

**Quotation** – The price or cost submitted by a vendor in the small purchase procedures method of procurement.

**Request for Proposal (RFP)** – Solicitation method used under both the competitive and noncompetitive methods of procurement. Proposal evaluation and contractor selection are based on the evaluation criteria and factors, including price, for award as stated in the RFP. Contract award is based on the best approach to the requirements of the statement of work resulting in the greatest benefit to the City of Hartford, price and other factors considered.

**Request for Qualifications (RFQ)** – Solicitation method used under the competitive and non-competitive methods of procurement. Evaluation and contractor selection are based on the evaluation criteria for award as stated in the RFQ. Price is not obtained until the highest-ranking firm(s) is selected based on qualifications and negotiations for a fair and reasonable price have started.

**Responsible Bidder** – A bidder who is able to comply with the required or proposed delivery or performance schedule; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the bidder is not suspended, debarred or under a HUD-imposed Limited Denial of Participation.

**Responsive Bid** – A bid that conforms to the requirements in the Invitation for bids (IFB).

**Sanctions** – Measures that may be invoked by the City of Hartford or HUD to exclude or disqualify contractors, City of Hartford staff or agents acting on behalf of the City of Hartford from participation in federal programs (such as limited denial of participation or debarment), or measures the City of Hartford may take regarding employees, officers, agents, or others who violate the ethical standards of the Procurement Policy (such as dismissal, reassignment, removal from position, etc.).

**Sealed Bidding** – A method of procurement inviting sealed bids. This method requires:  
1) specifications that are clear, accurate, and complete; 2) a public bid opening; and 3) evaluation of bids and award of the contract based on the lowest price submitted by a responsive and responsible contractor. Sealed bidding is the preferred method for construction.

**Section 3 Business** - A “Section 3 business concern” is defined under 24 CFR Part 135.

**Show Cause Letter** – A document sent by the City Manager notifying a defaulting contractor that the contract may be terminated for default unless the contractor can provide adequate justification for not terminating

within a specified time period (usually 10 days).

**Small Business** - A small business is defined as a business that is: 1) independently owned; 2) not dominant in its field of operation; and 3) not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 should be used to determine business size.

**Small Purchase Procedure** – A simplified method for acquiring supplies, materials, and services (including construction) that do not exceed the City of Hartford threshold of \$100,000.

**Solicitation** – The general term for the City of Hartford’s request for offers from potential offerors.

**Specifications or Scope** – Description of the technical requirements of a solicitation or resulting contract.

**Statement of Work (SOW)** – Written description of work to be performed that establishes the standards sought for the supplies or services furnished under the contract; typically used for service contracts.

**Termination for Cause** – Termination of a contract by the City of Hartford on a unilateral basis when the contractor fails to perform, fails to make progress so as to endanger performance, or commits a default as specified in the contract.

**Termination for Convenience** – Termination of a contract by the City of Hartford on a unilateral basis when the product or service is no longer needed or when it is in the best interest of the City of Hartford.

**Vendor List** – List of persons interested in or qualified to do business with the City of Hartford.

**Women Business Enterprise** - Women’s business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

## I. GENERAL PROVISIONS

### A. General

The City of Hartford shall: provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the City of Hartford; ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to the City of Hartford; promote competition in contracting; and assure that the City of Hartford purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws. The term “procurement,” as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials; (2) construction and maintenance; consulting services; (3) architectural and engineering (A/E) services; (4) social services; and (5) other services.

### B. Application

This Procurement Policy applies to all procurement actions of the Commission, regardless of the source of funds. However, nothing in this Policy shall prevent the City of Hartford from complying with the terms and conditions of any grant, contract, gift, or request that is otherwise consistent with the law. When both federal

grants and other funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, 2CFR 200.320 procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a separate contract, then regulations applicable to the source of funding may be followed.

**C. Exclusions**

The following shall not be governed by this Policy for all funding sources.

- 1. Real Estate Purchase and Sale Transactions (surveys, appraisals, environmental site assessments, and financing analyses are considered Consultant Services and are governed by this Policy).
- 2. Loan transactions and documents.
- 3. Sub-recipient or sub-grantee agreements and related change orders.
- 4. Employment contracts.
- 5. Financial institution agreements and contracts.
- 6. Direct Payments. (See Appendix A for a list of direct payment examples)

In addition, the following shall not be governed by this Policy for funding that is not a federal grant.

- 1. Legal services
- 2. Health and safety services (for example, HVAC inspections, emergency repairs or demolition, hazardous clean-up, boiler maintenance etc.)

**D. Changes in Laws and Regulations**

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent consistent with this Policy, automatically supersede this Policy.

**E. Public Access to Procurement Information**

Most procurement information shall be available to the public to the extent provided in the Michigan Freedom of Information Act.

**II. ETHICS IN PUBLIC CONTRACTING**

**A. General**

The City of Hartford hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct is consistent with applicable Federal, State, or local law and the City of Hartford Ethics Policy.

**B. Conflicts of Interest**

No employee, officer, Board member, or agent of the City of Hartford shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would exist when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- 1) An employee, officer, Board member, or agent involved in making the award;

- 2) His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparents, or grandchildren);
- 3) His/her partner; or,
- 4) An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**C. Gratuities, Kickbacks, and Use of Confidential Information**

No officer, employee, Board member, or agent shall accept gratuities, favors, or items from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

**D. Prohibition against Contingent Fees**

Contractors wanting to do business with the City of Hartford must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee.

**III. PROCUREMENT AUTHORITY & ADMINISTRATION**

**A. Procurement Planning**

Planning is essential to managing the procurement function properly. Therefore, the City of Hartford will annually review its record of prior purchase, as well as future needs, to:

- 1. Find patterns of procurement actions that could be performed more efficiently or economically;
- 2. Maximize competition and competitive pricing among contracts and decrease the Commission’s procurement costs;
- 3. Reduce the Commission’s administrative costs;
- 4. Ensure that supplies and services are obtained without any need for re- procurement, e.g., resolving bid protests; and
- 5. Minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

**B. Independent Cost Estimate**

For all purchases using federal grants, above the Micro Purchase (\$2,000) threshold, the City of Hartford shall prepare an independent cost estimate (ICE) prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

- 1. The ICE is the City of Hartford’s estimate of the cost of the goods or services to be acquired under a contract or a modification for evaluating the reasonableness of the contractor’s proposed costs or prices and can be used to determine the method of contracting to be used;
- 2. The City of Hartford may develop the ICE using its own employees, outside parties, or a combination of the two. The City of Hartford will take appropriate steps to ensure that the outside party does not obtain any competitive advantage from its advance knowledge of the City of Hartford’s cost estimate.
- 3. The ICE must be prepared prior to the solicitation of offers. The requirements for ICE’s are:

- a. For Micro Purchases (below \$2,000), ICE is not required – price reasonableness will be based on a comparison with historical prices paid for the item, commercial catalog prices, or other offers.
- b. For purchases above \$2,000 but less than the City of Hartford small purchase threshold (\$100,000) – the ICE may be based on prior purchases, commercial catalogs, or detailed analysis.
- c. For purchases above the City of Hartford’s small purchase threshold – the level of detail shall be commensurate with the size, complexity, and commercial nature of the requirement and are broken out into major categories of cost including labor materials, travel, overhead, profit and etc.

4. The ICE is not relied upon to the exclusion of other sources of pricing information. The City Manager or assigned Engineer shall request that an updated ICE be prepared to use in evaluating offers.

**C. Board Approval of Procurement Actions**

The City of Hartford Board of Commissioners’ approval, by resolution, is required for all procurement actions above \$2,000.00. In addition, it is the responsibility of the City Manager or assigned Engineer to submit for approval to the Board of Commissioners, during its next regularly scheduled meeting, all change orders, addendums and amendments require Board approval.

Although extending a contract after it has expired is discouraged as poor business practice, on the rare occasions on which this action is deemed in the best interest of City of Hartford, all such extensions shall be submitted to the Board of Commissioners for approval regardless of the length of such extensions. A written explanation of the reason the contract was not timely extended shall be submitted to the Board of Commissioners.

A contract terminated by City of Hartford for cause or convenience may only be renewed or extended with the approval of the Board of Commissioners.

**D. Delegation of Contracting Authority**

The City of Hartford Board of Commissioners designates the City of Hartford City Manager to have contracting authority for procurement activities, subject to the Board of Commissioners’ review/approval requirements of this Procurement Policy. The City Manager is responsible for ensuring that the City of Hartford’s procurement actions comply with this Policy. The City Manager may delegate all or some procurement authority as is necessary and appropriate to conduct the business of the Commission. The City Manager may appoint a delegate of Contract Authority in writing. The appointment shall state the scope and limitations of authority. Changes in the scope or limitations shall be made in writing by amendment to the existing delegation or by issuance of a new appointment approved by the Board of Commissioners.

Each Delegation of Authority shall clearly state the position’s limit of authority, e.g.:

- 1. Award, agree to, or execute any contract, contract modification, or notice of intent;
- 2. Obligate, in any way, the payment of grant funds by the government;
- 3. Make a final decision on any contract matter subject to disputes; or
- 4. Terminate, for any cause, the contractor’s right to proceed.

Further, and in accordance with this delegation of authority, the City Manager shall establish operational

procedures (such as a procedures manual or standard operating procedures) to implement this Policy. The City Manager shall also establish a system of sanctions for violations of the ethical standards described in this policy, consistent with Federal, State, or local law. Proposed procedures will be submitted to the Board for review and approval prior to implementation.

The City Manager shall ensure:

1. Contracts and modifications are in writing and clearly specify the desired supplies, services, or construction, and are supported by sufficient documentation.
2. Procurement requirements are subject to review to assure efficient and economical purchasing.
3. For contracts exceeding \$100,000, one (1) or more public advertisement(s) shall be made over a minimum of 10 business days. Contractor/vendor preparation and submission of bids or proposals shall be allowed a minimum of 10 business days.
4. Solicitation procedures are conducted in full compliance with the Federal standards set forth at 2 CFR Part 200.324; or State or local laws that are more stringent, provided they are consistent with the Uniform Guidance 2 CFR Part 200.
5. An independent cost estimate (ICE) shall be prepared before solicitation for all federal grant procurement actions that exceed \$2,000.
6. A cost or price analysis is conducted on responses for all federal grant procurement actions that exceed \$2,000.
7. Contract awards are made to the lowest responsive responsible bidder. In the case of Requests for Proposals or quotes, contract awards are to be made only to the offeror whose proposal or quote offers the greatest value to the City of Hartford, considering the evaluation criteria stated in the solicitation.
8. Notice of award is made available to the public if the procurement process was a publicly posted process (public IFB, RFP or RFQ).
9. Unsuccessful firms are notified.
10. Work, equipment, or service is inspected/reviewed and accepted/approved prior to payment.
11. The City of Hartford complies with applicable grant review requirements.

**E. Documentation**

The City of Hartford must maintain records so that the level of documentation is commensurate with the value of the procurement.

All Individual contract records are to be retained for a period of three (3) years after final payment and all matters pertaining to that contract are closed, including litigation. Procurement records related to federal grants are to be retained a minimum of three (3) years after audit and close out of each grant.

**F. Funding Availability**

Before initiating any contract, the City Manager or delegated entity shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

**G. Policy Modifications**

This Policy and any subsequent modifications shall be submitted to the Board of Commissioners for approval.

**IV. PROCUREMENT METHODS**



**A. General**

The City of Hartford will select one of the following methods of procurement for all procurement actions based on the nature and anticipated dollar value of the total requirement. As previously provided, procurement actions exceeding \$2,000.00 must have prior approval of the City of Hartford Board of Commissioners.

Procurement Method	Federal grants
Micro Purchase	Up to \$2,000
Small Purchase- Board Approval Required	\$2,001 - \$100,000
Sealed Bids/Proposals- Board Approval Required	\$100,001 and above
Competitive Proposal- Board Approval Required	\$100,001 and above
Noncompetitive Purchases- Board Approval Required	\$100,001 and above

**B. Micro Procurement Methods**

1. For Micro Purchases, one (1) quote is required provided the quote is considered reasonable. Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month).
2. The City Manager may authorize the purchase for Micro Purchases after obtaining one (1) quote and the price is considered reasonable. However, for amounts above the Micro Purchase level, the City Manager shall obtain three quotes before purchasing.

**C. Small Purchase Procedures**

Under small purchase procedures, the City of Hartford shall obtain at least **three (3) quotes**; however, to the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources.

**Quotes may be obtained in writing or researched on public websites. Documentation, such as written notes, is required to support quotes.** Award shall be made to the qualified vendor that provides the best value to the City of Hartford. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The City of Hartford shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to:

1. Permit use of the small purchase procedures or,
2. Avoid any requirements that apply to purchases exceeding the Micro Purchase threshold.

**D. Sealed Bids**

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals, non-competitive proposals, or cooperative purchasing, as these terms are defined in this document. Under sealed bids, the City of Hartford publicly solicits bids and awards a firm fixed-price contract (lump sum) to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for bids, is the lowest in price. **Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed \$100,000.**

1. **Conditions for Using Sealed Bids.** The City of Hartford shall use the sealed bid method if the following

conditions are present:

- a. Procurement actions exceed the small purchase threshold of \$100,000;
- b. A complete, adequate, and realistic statement of work, specification, or purchase description is available;
- c. Two or more responsible bidders are willing and able to compete effectively for the work;
- d. The contract can be awarded based on a firm fixed price; and
- e. The selection of the successful bidder can be made principally on the basis of price;
- f. Sealed Bidding is the preferred method for Construction Contracts above the small purchase threshold.
- g. Sealed bidding is not recommended for Professional Service Contracts.

2. **Solicitation and Receipt of Bids.** An invitation for bid (IFB) is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB.

The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored **unopened** in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening. Bids, which, for any reason, are not timely delivered, will not be considered and will be returned unopened.

No responsibility will be attached to an officially delegated City of Hartford officer, employee, or agent of the City of Hartford for not recognizing or receiving a bid, which is not properly marked, addressed or delivered to the submission place, using the required submission method, by the submission date and time.

3. **Bid Opening and Award.** Bids shall be opened publicly. The City of Hartford City Clerk or designee shall conduct the bid opening and shall read aloud each bidders name and bid price. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. Bids shall be evaluated and the award made in writing to the lowest responsive and responsible bidder. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method unless otherwise provided by Michigan State law. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost or price analysis. The successful bidder and all unsuccessful bidders shall be notified in writing upon approval from the Board of Commissioners after review and approval and/or acceptance of Bids.

4. **Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or email notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, no corrections will be permitted.

**E. Competitive Proposals/Negotiated Procurement**

Competitive proposals are used to solicit multiple offers and be awarded wither a fixed price or cost-reimbursement type contract. Competitive Proposals are the primary alternative to the sealed bidding method of contracting for amounts over \$500,000 purchases and is generally used when conditions are not appropriate for the use of sealed bids. Requests for proposals (RFPs) are typically used for competitive

proposals. For competitive proposals where qualification of the vendor is more important than the price of the service, a request for a qualification (RFQ) maybe more appropriate. Unlike sealed bidding, the competitive proposal method permits:

1. Consideration of technical factors other than price;
2. Discussion with offerors concerning offers submitted;
3. Negotiation of contract price or estimated cost and other contract terms and conditions;
4. Revision of proposals before the final contractor selection;
5. The withdrawal of an offer at any time up until the point of award.

Award is normally made on the basis of the proposal that represents the best overall value to the City of Hartford, considering price and other factors (e.g. technical expertise, past experience, quality of proposed staffing, etc.) set forth in the solicitation and not solely the lowest price.

1. **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. **Competitive proposals are the preferred method for procuring professional services.** Generally, the competitive proposal method should be used whenever any of the following conditions exist.
  - a. The work is not definite enough to accurately estimate the total cost of the contract and the contract may require contingency cost;
  - b. The nature of the requirement is such that City of Hartford needs to evaluate more than just the price to ensure the prospective contractor understands City of Hartford’s requirements and can successfully complete the contract; or
  - c. The requested work or a service lends itself to different approaches from prospective contractors in accomplishing the work.
2. **Form of Solicitation.** Federal grant-funded Competitive proposals, other than Architecture/Engineer services, shall be solicited through the issuance of a **Request for Proposals (RFP)**. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any sub factors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established **before** the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award, subject to the Michigan Freedom of Information Act. The City of Hartford may assign price as a specific weight in the evaluation criteria, or the City of Hartford may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

The RFP shall state the date and time the proposals are due. Proposals, which for any reason are not delivered timely, will not be considered and will be returned unopened. The City of Hartford staff designated to receive proposals will determine when the deadline for receipt of proposals has expired. No responsibility will be attached to an officially designated City of Hartford officer, employee, or agent of City of Hartford for not recognizing or receiving a proposal which is not properly marked, addressed, or delivered to the submission place, in the submission method, by the submission date and time.

3. **Evaluation.** The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the City of Hartford shall establish an Evaluation Plan for each RFP. The City Manager shall be required to disclose any potential conflicts of interest and to sign a

non-disclosure statement. **An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.**

4. **Negotiations.** Negotiations or discussions shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal.
  - a. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the City of Hartford and offerors undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations or discussions are conducted, they generally take place after establishment of the competitive range and are called discussions. These negotiations/discussions are generally tailored to each offeror's proposal and shall be conducted by the City Manager with each offeror within the competitive range.
  - b. The primary object of discussions is to maximize the City of Hartford's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The City Manager may indicate to, or discuss with, each offeror still being considered for award, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) so that each offeror has a complete understanding of City of Hartford's position or concerns with its proposal.
  - c. The scope and extent of discussions are a matter of the City Manager's judgment. The City Manager may inform an offeror that its price is considered by the City of Hartford to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the government's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.
5. **Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the City of Hartford provided that the price is within the maximum total project budgeted amount established for the specific service. Award is normally made on the basis of the proposal that represents the best overall value to the City of Hartford, considering price and other factors (e.g., technical expertise, past experience, quality of proposed staffing, etc.) set forth in the solicitation and not solely the lowest price.

#### **F. Noncompetitive Proposals**

1. **Conditions for Use.** Procurement by noncompetitive proposals (sole-source) may be used **only** when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, **and** if one of the following applies:
  - a. The item is available only from a single source, based on a good faith review of available sources.
  - b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the City of Hartford, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency; or
  - c. The awarding agency authorizes the use of noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined inadequate.

A single response to a competitive procurement, either an RFP or RFQ, does not constitute sole source procurement. City of Hartford may award a contract based on a sole response and shall document the files to demonstrate that the procurement was appropriately advertised, and the procurement was determined to be fair and reasonable.

2. **Justification.** Each procurement action using federal grants, based on noncompetitive proposals, shall be supported by a written justification for the selection of this method.

The City Manager shall approve the justification in writing. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file.

3. **Price Reasonableness.** The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in this Policy.

#### 4. **Qualifications Based Solicitations & Other Specialized Services**

- a. **A/E Services.** If the design warrants the use of an Architect or Engineer, under any federal grant funded program, the City of Hartford may solicit A/E services using qualifications-based selection (QBS) procedures, utilizing a Request for Qualifications (RFQ) or, as allowable per Michigan State law, City of Hartford may solicit A/E Services using the Request for Proposals method. Sealed bidding shall not be used for A/E solicitations.

Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **Price is not used as a selection factor under this method.**

- b. **Legal Services.** City of Hartford shall obtain required outside legal services through procurement contracts when using federal grants. 2 CFR Part 200 permits City of Hartford to use any of the following contracting methods, based on the facts surrounding the particular situation: 1) Small

Purchase Procedures; 2) Sealed Bids (not recommended); 3) Competitive Proposals; or 4) Noncompetitive Proposals.

## 5. Emergencies

An exigent or emergency purchase may be made when an exigent or emergency situation exists. An exigent condition is a situation or condition requiring immediate aid or action. This could be the result of a pending natural disaster, an equipment failure such as fire safety or HVAC malfunction. An emergency condition is an immediate threat to the health and safety of the residents or employees of the City of Hartford.

Exigent and/or emergency procurement actions shall be limited to only those supplies, services, or major repairs to abate and or cure the exigent condition or emergency. When taking such actions the procurer must attempt to get the best product for the least cost while considering the time sensitive nature of the situation.

The exigent condition or the emergency should be completed as soon as possible. Within twenty-four (24) hours after the exigent condition or emergency condition is abated, the City Manager shall ensure the proper documentation for the supplies, services, or construction is submitted. Documentation of the exigent condition or emergency condition shall be maintained separately in the Procurement Division's files.

## 6. Cooperative Purchasing/Intergovernmental Agreements

The City of Hartford may enter into cooperative or intergovernmental agreements with State and/or local governmental agencies to purchase or use common supplies, equipment, or services. The decision to use an intergovernmental agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The City of Hartford may use State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs.

## V. COST AND PRICE ANALYSIS

The City of Hartford shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions. The reasonableness determination shall be placed into the official procurement file.

- A. **Micro Purchases.** No formal cost or price analysis is required. Rather, a review by the City Manager shall serve as determination that the price obtained is reasonable, which may be based on the City Manager's prior experience or other factors.
- B. **Small Purchases.** A comparison with other offers shall be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the City Manager shall document price reasonableness through other means, such as prior purchases of this nature,

catalog prices, the City Manager’s personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. The Official Procurement File shall be documented with the appropriate rationale.

- C. **Sealed Bids.** The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is more than 10% greater than the ICE, the entity which submitted the ICE must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable. Comparison may indicate need for verification of Bid.
- D. **Competitive Proposals.** The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the City of Hartford must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the City of Hartford must conduct a cost or price analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.
- E. **Contract Modifications.** A cost or price analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$100,000. The only exception to this rule is a contract modification based on pricing terms already established in the contract document.

**VI. SOLICITATION AND ADVERTISING**

**A. Method of Solicitation**

- 1. **Small Purchases.** Oral requests for quotes (documented in writing in the file) shall be the preferred method of solicitation; however, the City of Hartford may also use other means, including advertising, mailing lists, or e-procurement.
- 2. **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The City of Hartford must use one or more of the following solicitation methods, provided that the method employed provides for meaningful competition.
  - a. Advertising in newspapers or other print mediums of local or general circulations;
  - b. Advertising in various trade journals or publications, such as the Dodge Reports (for construction);
  - c. Mailing/Emailing to Vendor Lists; and/or E-Procurement. The City of Hartford may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 2 CFR Part 200, State and local requirements, and this Procurement Policy. File documentation must be designed to be audited.

**B. Time Frame**

For purchases of more than \$100,000, the public notice/advertisement shall be run once, unless

dictated otherwise by Michigan State law.

**C. Form**

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, a contact person who can provide a copy of, and information about, the solicitation, and a brief description of the needed supplies and services (including construction).

**D. Time Period for Submission of Bids**

A minimum of ten (10) business days shall generally be provided for preparation and submission of sealed bids and (10) business days for competitive proposals exceeding \$100,000. However, the City Manager may allow for a shorter period in response to emergencies or exigencies, as allowed for by State and local law.

**E. Cancellation of Solicitations**

1. An IFB, RFP, RFQ, or other solicitation may be cancelled before bids/offers are due if:
  - a. the supplies, services or construction is no longer required;
  - b. the funds are no longer available; and/or
  - c. proposed amendments to the solicitation are of such magnitude that a new solicitation would be best.
  
2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
  - a. the supplies or services (including construction) are no longer required;
  - b. ambiguous or otherwise inadequate specifications were part of the solicitation;
  - c. all factors of significance to the City of Hartford were not considered;
  - d. prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  - e. there is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
  - f. for good cause of a similar nature when it is in the best interest of the City of Hartford.
  
3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
  
4. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
  
5. If all otherwise acceptable bids received in response to an IFB are unreasonable as to price, an analysis shall be conducted to review the adequacy and or appropriateness' of the specifications or the accuracy and appropriateness' of the City of Hartford's accuracy of cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the City Manager may cancel the solicitation and either:
  - a. Re-solicit using an RFP;



- b. Complete the procurement by using the competitive proposal method. (The City Manager must determine, in writing, that such action is appropriate, must inform all bidders of the City of Hartford's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.); or
- c. If problems are found with the specifications, shall cancel the solicitation, revise the specifications and re-solicit using an IFB.

## VII. BONDING & INSURANCE REQUIREMENTS

The standards under this section generally apply to construction contracts that exceed \$100,000. There are no bonding requirements for small purchases or for competitive proposals. The City of Hartford may require bonds and/or insurance for other services when deemed appropriate to protect the interest of City of Hartford; non-construction contracts should generally not require bid bonds.

### A. Bonds

1. **Bid Bond.** For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee/bid bond from each bidder equivalent to 5% of the bid price. A bid guarantee/bid bond may be acceptable in the form of a cash equivalent.
2. **Payment Bonds.** For construction contracts exceeding \$100,000, and in addition to the bid guarantee/bid bond required, the successful bidder shall furnish an assurance of completion. This assurance may be met and provided below: A performance and payment bond in a penal sum of 100% of the contract price for contracts exceeding \$100,000; or
  - a. Separate performance and payment bonds, each for 50% or more of the contract price for contracts exceeding \$100,000; or
  - b. A 20% cash escrow; or
  - c. A 25% irrevocable letter of credit.
3. **Performance Bonds** are required for all construction or service contracts exceeding \$100,000.
  - a. These bonds must be obtained from guarantee companies acceptable to the U.S. Government and authorized to do business in the State of Michigan. Individual sureties shall not be considered.
  - b. U.S. Treasury Department Circular No. 570 lists companies approved to act as surety on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the State of Michigan.

### B. Inadequate Surety.

If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the City of Hartford should consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee should equal at least the difference between the defaulted bid and the next high acceptable

bid or the amount by which the bid accepted by resoliciting exceed the defaulted contract.

**C. Insurance.**

All contracts shall contain insurance provisions appropriate to the project or service and/or as may be required by Federal, State and or local laws and ordinances.

The successful contractor, before start of work, must submit a certificate of insurance, name the City of Hartford as an additional insured. The insurance requirement will be noted in each procurement method where bidder/offerors shall provide a copy of their current insurance certificate. In general, each successful contractor must carry:

- 1. **General Liability** - \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of \$2,000,000;and/or
- 2. **Automobile Liability** - \$1,000,000 per accident for bodily injury and property damage (if necessary and applicable to the contract); and/or
- 3. **Workers Compensation or Employer’s Liability** - \$500,000 per accident for bodily injury or disease; and/or
- 4. **Error and Omission Liability** (if necessary) - \$1,000,000 per occurrence and an aggregate limit of \$1,000,000; and/or
- 5. **Bodily Injury Liability** (if the contract involves motor vehicles or mechanized equipment) - \$1,000,000 per occurrence for bodily injury and/or personal injury and/or property damage.

**VIII. CONTRACTOR QUALIFICATIONS AND DUTIES**

**A. Contractor Responsibility**

The City of Hartford will not award any contract until the prospective contractor (i.e., low responsive bidder or successful offeror) has been determined to be responsible. A responsible bidder/offeror must:

- 1. Have adequate financial resources to perform the contract, or the ability to obtain them;
- 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder’s/offeror’s existing commercial and governmental business commitments;
- 3. Have a satisfactory performance record;
- 4. Have a satisfactory record of integrity and business ethics;
- 5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- 6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;and
- 7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised

of the reasons for the determination.

**B. Acceptable Evidence of Responsibility**

It is incumbent upon bidders/offerors to provide acceptable evidence of their ability to meet the requirements. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources.

**C. Researching Responsibility**

The City Manager will need to conduct research to determine that a prospective contractor is responsible. Only that information deemed necessary to determine the offeror’s responsibility will be requested, obtained, and reviewed, some methods include:

- 1. **Financial Capability** such as credit bureau reports, lines of credit, account balances etc;
- 2. **Compliance with Delivery and Performance Schedules** such as information on all other active contracts the offeror is performing and verify their status with those buyers;
- 3. **Performance Record** such as information for recent contracts that the offeror has performed to ascertain the quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable;
- 4. **Integrity and Business Ethics** such as information from recent and previous customers to verify their dealings with the offeror, verification from the BBB, local offices of Code Compliance and Business Licenses, or other regularly agencies, including but not limited to the compliance with payments, wages rates, and affirmative action requirements;
- 5. **Necessary Organization, Experience, Accounting and Operational Controls, and Technical Skills** such as verification of experience with other customer, copies of audit reports and availability of necessary personnel.
- 6. **Necessary Production, Construction, and Technical Equipment and Facilities** such as verification of all necessary equipment and facilitates needed or capability to obtain;
- 7. **Eligible to Receive a City of Hartford Contract** such as verification that the offeror has not been suspended or debarred as applicable

**D. Responsible at Time of Award**

Bidders/offerors must be determined to be responsible at the time of award. For sealed bidding this means at the point where the low, responsive bidder has been determined. For the competitive proposal method, this means after the successful offeror has been selected for award. Bidder/offeror may be afforded the opportunity to provide acceptable evidence of their ability to meet the stated requirements after bid opening (sealed bidding) or contractor selection (competitive proposal method). The City Manager must clearly indicate to potential bidders/offerors the time frame in which they are required to submit evidence that they meet the above requirements.

**E. Determination of Non-Responsibility**

A determination of non-responsibility will be a matter of judgment on the part of the City of Hartford, given the preponderance of the evidence. If the facts indicate that the bidder/offeror fails to meet the requirements for responsibility, the City Manager shall document the finding of fact that led him/her to make the determination.

**F. Notifying Bidders/Offerors of Non-Responsibility**

The City Manager should notify low bidders or otherwise successful offeror who are determined to be non-

responsible. The City Manager shall document the results in the procurement file.

**G. Suspension and Debarment**

When using Federal Funds, the City of Hartford will determine whether contractors have been restricted from participation in Government Services Administration (GSA) contracts.

- 1. Suspension and Debarment – City of Hartford will not make award any contractor or individual who has been suspended or debarred and who name appears on the GSA list of Parties excluded from Procurement and Non-procurement programs.
- 2. City of Hartford Responsibility in Debarment, and Suspension – City of Hartford will determine if a contractor or individual has been debarred or suspended
- 3. City of Hartford will advise potential contractors of their responsibility to confirm in their proposals the acceptability of their subcontractors.

**H. Vendor Lists**

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction), shall be kept current and include enough sources to ensure competition.

**IX. CONTRACTS, TYPE, CLAUSES, PRICING ARRANGEMENTS AND CONTRACT ADMINISTRATION**

Prior to the execution of any contracts, contract modifications, or options, the Board approval requirements of the Section III of this Procurement Policy must be met.

**A. Contract Types**

Any type of contract which is appropriate to the procurement, and which will promote the best interests of the City of Hartford may be used, **provided the cost-plus-a-percentage-of- cost and percentage-of-construction-cost methods are prohibited**. All procurements and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the City of Hartford. **A cost reimbursement contract shall not be used unless:**

- 1. it is likely to be less costly or it is impracticable to satisfy the City of Hartford’s requirements otherwise;
- 2. the proposed contractor’s accounting system is adequate to allocate costs in accordance with applicable cost principles (see OMB 2 CFR 200); and
- 3. the contractor is paid only reasonable allowable and allocable costs.

A **time and materials contract** may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk. A time and materials contract is a cost reimbursement contract. The contract must include a ceiling price which the contractor exceeds at its own risk; and includes reasonable, allowable, and allocable (labor and materials) costs necessary to complete the work. Time and materials contracts shall have fixed hourly rates. Fee or profit from materials is prohibited in a time and materials contract.

**B. Options**

Options for additional supplies or performance periods may be included in contracts, provided that:

- 1. the option is contained in the solicitation;

2. the option is a unilateral right of the City of Hartford;
3. the contract states a limit on the additional quantities and the overall term of the contract;
4. the options are evaluated as part of the initial competition;
5. the contract states the period within which the options may be exercised;
6. the options may be exercised only at the price specified in or reasonably determinable from the contract; and
7. the options may be exercised only if determined to be more advantageous to the City of Hartford than conducting a new procurement.

### C. Contract Clauses

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the City of Hartford.

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, such as the following:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold);
2. Termination for cause and for convenience by the City of Hartford including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000);
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees);
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants for construction or repair);
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by City of Hartford when required by Federal grant program legislation);
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by City of Hartford in excess of \$2,000, including other contracts which involve the employment of mechanics or laborers);
7. Notice of awarding agency requirements and regulations pertaining to reporting;
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract;
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data;
10. Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;
11. Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed;
12. Compliance with all applicable standards, orders, or requirements issued under section 306

of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000);

- 13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
- 14. Bid protests and contract claims;
- 15. Value engineering; and
- 16. Payment of funds to influence certain Federal transactions.

**D. Contract Administration**

The City of Hartford shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in OMB 2 CFR Part 200. Operational Procedures shall contain guidelines for inspection and acceptance of supplies, services and construction.

All contracts above specified value will be reviewed by the Board of Commissioners prior to the execution of any contracts.

**X. SPECIFICATIONS, STATEMENT/SCOPE OF WORK**

**A. General**

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the City of Hartford’s needs. Specifications shall be reviewed by the City Manager or assigned Engineer prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible.

Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

**B. Limitation**

The following types of specifications shall be avoided:

- 1. **Geographic Restrictions** not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available);
- 2. **Brand Name Specifications** (unless the specification is a standardized material used throughout the City of Hartford properties).

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

## XI. CONTRACT TERMINATIONS

### A. Termination of City of Hartford contracts

The City of Hartford shall terminate contracts for default or convenience, as prescribed in the termination clauses on 2 CFR Part 200.339.

### B. Termination Notice

After review and approval, the Board of Commissioner's shall terminate contracts either for convenience or default only by a written notice to the contractor. The notice shall be sent by certified mail with a return receipt requested. The notice shall state, at a minimum, the following:

1. The contract is being terminated for the convenience of the City of Hartford or for default under the cited contract clause authorizing the termination;
2. Whether the contract is being terminated in whole or in part (for partial terminations, City of Hartford shall identify the specific items being terminated);
3. If terminated for default, the acts or omissions constituting the default, the City Manager or assigned Engineer's determination that failure to perform is not excusable, City of Hartford's rights to charge excess costs of re-procurement to the contractor, and the contractor's appeal rights;
4. The effective date of termination;
5. The contractor's right to proceed under the non-terminated portion of the contract;
6. Any special instructions; and
7. Copies of the notice shall be sent to the contractor's surety, if any, and any assignee.

### C. Termination for Convenience

Contracts may be terminated for convenience when the City of Hartford no longer needs or desires the supplies or services under contract or can no longer fund the procurement.

1. **Settlement** – Following prior Board of Commissioners' review and approval, contracts terminated for convenience may be settled through negotiations or by unilateral determination by the Board. The contractor shall submit a settlement proposal promptly to the City Manager for any amounts claimed as a result of the termination. Whenever possible, the City Manager should negotiate a fair and prompt settlement with the contractor only upon approval from the Board of Commissioners and should settle by determination only when mutual agreement cannot be reached.

**Compensation** – A settlement should compensate the contractor fairly for work performed, for other cost incurred under the contract, and for preparations made for the terminated portions of the contract, including a reasonable allowance for profit. However, no profit shall be allowed for settlement expenses. In addition, the City Manager shall not allow profit if it appears that the contractor would have incurred a loss had the entire contract been completed. Fair compensation is

a matter of judgment and cannot be measured exactly. The City Manager shall use prudent business judgment in the settlement process, as opposed to strict accounting principles. The parties may agree to a total amount to be paid to the contractor without agreeing on individual cost items or profit.

#### **D. Termination for Default**

A contract may be terminated for default because of a contractor's actual or anticipated failure to perform its contractual obligations. Under a termination for default, the City of Hartford is not liable for the contractor's costs on undelivered work and may be entitled to the repayment of progress payments. If the contractor fails to make progress so as to endanger performance of the contract, the City Manager shall draft a written notice to the contractor (generally called a "Cure Notice") specifying the failure and providing a period of 10 days in which to cure the failure.

Cure Notice shall not be issued until presented to the Board of Commissioners for prior review and approval. Upon approval of the notice the City Manager may issue the written notice to the contractor. After the 10 days, the City Manager may issue a notice of termination for default, unless the failure to perform has been cured.

1. **Notice** – If the contractor has failed to perform within the required time and a termination for default appears appropriate, the City Manager shall notify the contractor in writing of the possibility of termination. This notice shall call the contractor's attention to the contractual liabilities if the contract is terminated for default and request the contractor to "show cause" why the contract should not be terminated. If the response to this "show cause" notice is inadequate or insufficient, the contract shall be terminated for default.
2. **Alternatives to Termination** – Alternatives to termination for default include the following (at City of Hartford's discretion):
  - a. Allow alternative dispute resolution (arbitration or mediation) as agreed to by both parties;
  - b. Allow the contractor or the surety to continue performance of the contract under a revised delivery schedule (in exchange for a reduced contract price or other consideration);
  - c. Permit the contractor to continue the performance of the contract by means of a subcontract or other business arrangement with an acceptable third party, provide the rights of the City of Hartford are adequately protected; or
  - d. If the contractor is not liable to the City of Hartford for damages, execute a co- cost termination settlement agreement.
3. **Repurchase** – When the supplies, services, or construction activities are still required after the termination, the City Manager shall seek to contract for the same or similar items as soon as possible. The City Manager may use any appropriate contracting method for the procurement, providing competition is solicited to the maximum extent practicable to secure the lowest price obtainable under the circumstances in order to mitigate damages.



## XII. APPEALS AND REMEDIES

### A. General

It is the City of Hartford's policy to resolve all contractual issues informally and without litigation. When deemed necessary by the Board of Commissioners, a mediator may be used to help resolve differences.

### B. Informal Appeals Procedure

The City of Hartford shall adopt an informal bid protest/appeal procedure for contracts of less than \$100,000. Under these procedures, the bidder/contractor must request to meet with the City Manager within ten (10) days calendar days from receipt of the appeal.

The decision of the Board of Commissioners shall be the final determination. For solicitations/contracts over \$100,000, the Board of Commissioner's decision shall inform the contractor of its formal appeal rights to the Executive Director.

### C. Formal Appeals Procedure

A formal appeals procedure shall be established for solicitations/contracts of more than \$100,000. Under these procedures, the bidder/contractor must request to meet with the City Manager. Decisions of the City Manager may be appealed to the Board of Commissioners for resolution. **The Board of Commissioners shall be the final authority of City of Hartford disputes and or claims.**

1. **Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Executive Director or Procurement Officer, who shall issue a written decision on the matter. The City Manager may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.
2. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the City Manager with in ten (10) calendar days of the date of the event(s) giving rise to the claim(s), for a written decision. The contractor may request a conference on the claim. The City Manager's decision shall inform the contractor of its appeal rights to the City Manager and or the City of Hartford Board of Commissioners.
3. **Filing Claims.** The City of Hartford should make every effort to resolve claims informally and expeditiously to avoid time losses or expensive delays. However, if the dispute cannot be resolved by mutual agreement, the following steps must be taken:
  - a. The contractor must submit the claim to the City of Hartford's City Manager in writing within the timeframe specified in the contract documents.
  - b. The claim must identify the nature and scope of the claim, including an itemized list of damages and the cost of each item and time sought by the contractor.
4. **Rendering Decisions on Claims.** The City Manager shall review the facts pertinent to the claim and secure any necessary assistance from legal, technical, or other advisors and shall issue a final

written decision promptly and within the timeframe stated in the contract documents. (If the City Manager does not issue a final decision within 60 days after written request by the contractor for a final decision, or longer period if mutually agreed upon by both parties, then the contractor may proceed as if an adverse decision has been received.) The written decision should include:

- a. A description of the claim;
- b. A reference to the pertinent contract clauses;
- c. A statement of the factual areas of agreement or disagreement;
- d. A statement of the City Manager’s decision with support rationale; and
- e. A statement referencing appeal rights as provided in the City of Hartford’s Procurement Policy.

5. **Records of Claims.** The City Manager shall immediately furnish a copy of the decision to the contractor by certified mail, with return receipt requested upon approval from the Board of Commissioners.

The City of Hartford shall maintain a complete written and dated record of any actions that may result in a dispute or claim for damages. An example would be records of weather conditions during the course of a contract, delays in receiving materials ordered by the City of Hartford, or other items that may result in requests for time delays that may be disputed. These records protect the City of Hartford’s interests during any litigation that may arise later. At a minimum, the City of Hartford should maintain records of the following:

- a. A complete and detailed job record; and
- b. A disputes and claims file, including a cross-reference to other pertinent files (such as a separate file for a particular subcontractor), any correspondence related to a dispute, written minutes of meetings between the City of Hartford and architects, or job meetings where decisions or agreements were made regarding disputes.

**XIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES**

**A. Required Efforts**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, all efforts shall be made to ensure that small and minority-owned businesses, women’s business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the City of Hartford’s project are used when required by law. Such efforts can include, but shall not be limited to:

- 1. Including such firms, when qualified, on solicitation mailing lists;
- 2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
6. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Goals shall be established periodically for participation by small businesses, minority- owned businesses, women-owned business enterprises, and labor surplus area businesses, in the City of Hartford prime contracts and subcontracting opportunities.

#### **XIV. DISPOSITION OF SURPLUS PROPERTY**

Property no longer necessary for the City of Hartford's purposes (personal property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

#### **APPENDIX A**

##### **List of Direct Payments**

The following is a list of direct payments that are exempt from competitive procurement.

1. Utility bills (water, sewer, electricity, natural gas, and other regulated utility expenses),
2. Postage and other purchases from the U.S. Postal Service.
3. Licenses, permits, and fees from governmental or regulatory entities at the federal, state, or local level.
4. Purchases from other governmental entities where the City of Hartford provides goods or services not available from the private sector.
5. Service or user fees paid to governmental cooperative purchasing organizations.
6. Credit card charges for gasoline and emergencies while on travel status.
7. Legal services such as arbitration fees, litigation fees, expert witness fees, witness fees, court costs, and related expenses (but not the cost of outside counsel, investigations or related matters if funded by a federal grant).
8. Payments of litigation/administrative settlements and judgment and claims against the City of Hartford.
9. Renewal of existing annual proprietary maintenance or support agreements, and software license renewals for computer and telecommunication-related services.
10. Travel expenses for City of Hartford's employees, residents, program participants, volunteers, or members of the Board necessary to conduct City of Hartford's business.
11. Training registration fees and tuition for pre-established, non-City of Hartford specific, off- site classes, seminars, workshops, etc. for the City of Hartford employees, Board and Committee Members, program participants, and volunteers.
12. Testing and travel expenses of employment applicants (including moving expenses for eligible personnel). This includes travel expenses of certain out-of- state job applicants.
13. Conference and convention expenses and fees for City of Hartford employees, Board and Committee Members, program participants, or volunteers conducting City of Hartford business.
14. Advertisements for employment opportunities, purchasing and contracting solicitations, sale of surplus items, public announcements, and outreach, etc. This exception does not include printing, design, or graphics services.
15. Freight bills, express shipping, common carriers, and delivery services.
16. Honoraria and stipends.
17. Insurance deductible and/or retained losses.

- 18.** Taxi, public transportation, and toll fares; mileage and incidental parking expenses.
- 19.** Publications and subscriptions.
- 20.** Mailing lists.
- 21.** Professional association membership dues, fees, licenses accreditation, and certifications.
- 22.** Financial Institutions

# CITY OF HARTFORD EMPLOYEE HANDBOOK



**Revised March 2023  
Adopted**

**19 West Main Street, Hartford, MI 49057**

## Welcome!

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We are glad that you are a part of the team at the City of Hartford. When you start a new job, there is a lot to learn about your new organization such as the culture, the way it operates, and your role within it. Starting with a new organization can require an adjustment, so this handbook is designed to help you get off to the right start by providing information to help you be successful, starting with our Mission:

**Mission:** To provide high quality services to the residents of the City in an efficient and effective way, to make the city inviting for economic growth while maintaining its small-town charm.

This handbook explains what you can expect from City of Hartford and what is expected of you. Our intent is to administer wages, benefits, and employment policies in a fair and impartial manner. We will review, update and improve this Employee Handbook on a regular basis.

Best Regards,

Sanya Vitale  
City Manager

## What is a Handbook?

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This handbook is intended to describe what is expected of employees and what employees can expect from City of Hartford. It does not create an expressed or implied contract between the City of Hartford and any employee. While we hope our employment relationship will be long term, either you or City of Hartford can end the relationship at any time, with or without notice, with or without reason, consistent with “at will” employment status.

This handbook supersedes and replaces all previous policies and procedures including, but not limited to, all memoranda or written policies which may have been issued on the subjects covered in this handbook. Information contained in this handbook is effective as of the date of Commission adoption. Policies, procedures and benefit information contained in this handbook are subject to change. While our intention is to include future policies, procedures and/or benefit information in our handbook, some items may be distributed separately. When this happens, the most recent policy, procedure or benefit information will take precedence over information contained in this handbook.

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**Starting at City of Hartford**

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New employees at City of Hartford begin with a 90-day introductory or training period. This period is designed to give employees time to learn about the City and your job; get acquainted with other City employees, and to become familiar with the daily workings of your department. During the first three months you should clarify your job responsibilities, make plans, and work to establish a positive working relationship with other City employees. Frequent communication between employees and their respective leaders is encouraged during this critical period to determine if this is the right fit for both parties. If it is not the right fit, either party can end the employment relationship during the introductory period. Successful completion of the introductory period does not alter the “at will” employment relationship.

Please note that you are required to submit the enclosed acknowledgement form to the City Manager within 3 business days of receiving your copy of the Employee Handbook. Please be sure to thoroughly review the contents of the Handbook before signing the acknowledgement.

**Communications**

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**Communications – How We Keep In Touch**

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A regular and continuous flow of communication among all employees is an essential component of a successful business. Every City of Hartford Department Head is required to keep employees

well-informed of the organization's goals as well as staff's work performance and expectations. The City of Hartford recognizes that good, productive communication is a shared responsibility. Employees are encouraged to express their views and discuss questions and/or concerns with their Department Head. Written and verbal suggestions are always encouraged and welcomed. Employees should contact their respective Department Head or the City Manager when they have comments or suggestions.

### Computer & E-mail Usage Policy

Computers, computer files, the email system, and software furnished to employees are property of City of Hartford and intended for business use. The City of Hartford reserves the right to monitor its computers, computer files, e-mail system and software. Employees do not have any expectation of privacy when using City of Hartford provided resources. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

Internet usage for work related activities is expected in most roles. Personal internet usage during work hours must be limited and should not interfere with employees' ability to perform their duties. All internet usage is viewable by the City of Hartford and employees should have no expectation of privacy while using the internet at work. The use of anonymizers or an anonymous proxy to make internet activity untraceable is prohibited.

City of Hartford strives to maintain a workplace free of harassment and sensitivity to the diversity of its employees. Therefore, City of Hartford prohibits the use of computers and the e-mail system in ways that are illegal, disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect toward others.

City of Hartford purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, City of Hartford does not have the right to reproduce such software for use on more than one computer. Employees may only use the software on local area networks or on multiple machines according to the software license agreement. City of Hartford prohibits the illegal duplication of software and its related documentation.

### Social Media

City of Hartford employees, interns and volunteers may responsibly publish or comment via social media but are discouraged from identifying themselves as connected to the City of Hartford when responding to or commenting on blogs/social media posts regarding personal opinions or views. Employee communications should not compromise the integrity of City of Hartford or convey any message that is inconsistent with City of Hartford's mission and code of ethics. Employees are ultimately responsible for the content of their communications and conveying that the expressed views are those of the employee and do not reflect the views of the City.

It is important that employees abide by laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including the Institute's own copyrights and brands.

Social media policy violations will be subject to disciplinary action, up to and including termination for cause.

### Solicitations, Distributions, and Posting of Materials

City of Hartford prohibits the solicitation, distribution, and posting of materials on or at the organization's property by any employee or non-employee, except as may be approved in advanced by the City Manager.

- Non-employees may not solicit employees or distribute literature of any kind on organization premises at any time.
- Employees may not solicit other employees in a way that interferes with work.
- The posting of materials or electronic announcements are permitted only with the approval from the City Manager or by vote of the City Council.

### Working Together

#### Employee Relations and Conflict Resolution

The City of Hartford is committed to providing a workplace where employees are treated with fairness and respect. To do this, the City of Hartford provides a resolution process that offers a neutral solution to workplace conflicts. When concerns are raised, they should be resolved between the involved individuals as quickly as possible.

A conflict between employees in the workplace that remains unresolved for a period of time can affect working relationships and employee morale. This is why City of Hartford encourages employees to bring concerns to their colleagues, Department Head, or City Manager in a constructive manner. Concerns will be taken seriously, kept as confidential as possible, and handled fairly. Employees who have a concern that they cannot resolve on their own are encouraged to go to their Department Head, or the City Manager.

While the City of Hartford encourages employees to resolve concerns informally, the City of Hartford will provide support for the constructive resolution of disputes in the following manner:

- **Conflict with co-workers:** Conflicts between an employee and a co-worker may occur at some point. These conflicts should be worked out between the two parties. If a resolution cannot be reached, or if the issue is volatile in nature, then involvement of a Department Head or City Manager to help resolve the situation is the next step. The City Manager can help create a plan for resolution which may include others at their initiative or the employee's request.
- **Open door policy:** Employees may consult informally with any leader for help in the form of listening, coaching, suggested options, friendly advice or even intervention to resolve conflicts, review policies, or to make suggestions for improving business practices.

When a conflict cannot be resolved via these processes, the employees should clearly explain the concern to the City Manager in writing by utilizing the Employee Dispute Form. The City of Hartford requests that all concerns be brought up in a timely manner so that they can be resolved quickly.

It may be necessary to talk to others to obtain all the facts in order to conduct a thorough investigation. Once all the facts have been reviewed, a decision will be made and communicated as quickly as possible. This determination will be communicated in the most appropriate time and place. If corrective action is required, it will be taken as soon as possible.

Any employee, who in good faith, makes a formal complaint will not be subject to reprisal or retaliation.

After necessary corrective actions have been implemented, the City of Hartford will take additional action in order to determine if the issue has been addressed by requesting employee feedback. Please remember that the City of Hartford cannot share details of any disciplinary action with fellow employees.

## Misconduct, Harassment and Discrimination Policy

### Introduction

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The City of Hartford (“City”) is committed to the goal of delivering the highest possible level of services to citizens of the City and the community. It is the policy of the City Commission (“Commission”) to deliver citizen, vendor/contractor and community services, and maintain employment and public services without regard to race, color, religion, sex, pregnancy, sexual orientation, gender preference/identity, veteran status, marital status, height, weight, national origin, age, disability or any other status protected under local, state, or federal law, and maintain an overall environment free of discriminatory, inappropriate, and disrespectful conduct or communications.

As further described in this Policy, the City prohibits abuse, discrimination or harassment of or by any City elected or appointed officer, appointed City board and commission member, City employee, citizen, vendor/contractor, member of the public, or work-related business contact (hereinafter “Covered Individual(s)”). Violation of this Policy will result in such corrective action as the City in its sole discretion is authorized to implement.

### Conduct Requirements

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#### Civility Requirements.

All Covered Individuals must be treated with respect and in a professional and courteous manner at all times and in all in-person, verbal or in written communications (including e-mails, texts, or social media). It is expected that all Covered Individuals will refrain from using profanities, insults, or other disparaging remarks. Covered Individuals must endeavor to make only truthful statements and not knowingly misrepresent, mischaracterize, or misquote information received from others. It is also expected that all Covered Individuals will work together in a spirit of cooperation toward achieving the goals of the City set out in this Policy.

#### Discrimination and Harassment

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The City prohibits discrimination, which includes disparate treatment, directed toward any individual or group of individuals based on race, ethnicity, sex, pregnancy, sexual orientation, gender preference/identity, color, religion, national origin, physical or mental disability, age, marital status, height, weight, status as a veteran or other protected status.

The City also prohibits harassment that is unwelcome and sufficiently severe or pervasive and objectively offensive so as to substantially interfere with a person's work or other environments. Harassment may include, but is not limited to, threats; physical contact or violence; pranks; jokes; bullying; epithets; coercion; derogatory comments; vandalism; or verbal, graphic, or written conduct directed at an individual or group because of race, ethnicity, sex, pregnancy, sexual orientation, gender preference/identity, color, religion, national origin, physical or mental disability, age, marital status, weight, height, or veteran status. Even if actions are not directed at specific persons, a hostile environment may be created when the conduct is sufficiently severe or pervasive and objectively offensive so as to substantially interfere with or limit the ability of an individual to work or otherwise to participate in or benefit from City activities or services. The following are examples of types of conduct that the City deems to be violations of this Policy:

- Making or using epithets, threats, derogatory comments, jokes, or slurs
- Displaying, viewing or transmitting derogatory posters, photographs, electronic mail, computer images, cartoons, or drawings
- Written communications containing statements that may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures
- Unwelcome physical conduct such as assault, touching, gestures, or blocking normal movement

The City will take action to prevent unwanted conduct from occurring and will deal with all such incidents in an immediate and impartial manner.

### Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests to engage in sexual conduct, and other physical or expressive behavior of a sexual nature where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in or benefit from City activities or operations; (2) submission to or rejection of such conduct by an individual is used, threatened or suggested to be used, as the basis for employment or other decisions affecting an individual; or (3) such conduct substantially interferes with an individual's performance of work or other functions, thus creating an intimidating, hostile, or demeaning employment or other environment.

No one will threaten or insinuate, explicitly or implicitly, that another employee's refusal to submit to sexual advances or requests will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment. Similarly, no one will promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

Harassment can be verbal, visual, or physical. It can be overt, such as a suggestion that a person could get a salary increase or receive other City benefits or services by submitting to sexual advances or requests. Sexual harassment can also consist of persistent, unwelcome attempts to change a professional, employment or other relationship to a personal one. It can include unwelcome sexual flirtations, inappropriate put-downs of individual persons or classes of people,

or serious physical abuses, such as assault. Examples of sexual harassment include, but are not limited to:

- Verbal, visual or physical contact of a sexual nature
- Sexual jokes, comments, insults, cartoons or innuendoes
- Unwelcome sexual flirtations, advances or propositions
- Pressure or requests for sexual activities
- Unnecessary touching
- Sexually degrading words or images used to describe an individual

### Racial/Ethnic Harassment or Discrimination

The City promotes an inclusive work environment that includes people of all backgrounds, heritages, color, ethnicity, cultural heritage, and religious beliefs. Harassment that is directed at a person or group of persons based on any status described above is covered under this Policy and is prohibited. Even if actions are not directed at specific persons, a hostile environment can be created when the conduct is sufficiently severe or pervasive and objectively offensive so as to substantially interfere with the person's work or other environment.

Examples of racial and religious discrimination include, but are not limited to:

- Disparaging comments about a person's heritage, color, ethnicity, or religious beliefs
- Inconsistent treatment of others based on these factors
- Failure to consider reasonable requests for accommodation of beliefs based on these factors
- Sharing of cartoons, jokes, comments, or other offensive actions based on these factors

### Workplace Bullying

The City defines bullying as behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, in the workplace and/or during the course of employment. Such behavior does nothing to strengthen the organization and only serves to negatively impact the morale and mental health of those who are impacted by it.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when implementing discipline. As with sexual harassment, it is the effect of the behavior on the individual that is important. The City considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person; persistent name calling that is hurtful, insulting or humiliating; using a person as 'butt of jokes'; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

### Complaint Resolution

In order to identify and correct conduct prohibited under this Policy, the City has adopted a specific process by which a Covered Individual can make his or her complaints known. It is important to identify and remedy prohibited conduct as soon as possible. All complaints under this Policy should be made on the Complaint Form attached to this Policy as Attachment A, however oral complaints will be treated in the same manner.

All complaints of violations of this Policy should, if possible, be submitted within twenty-four (24) hours or sooner after the alleged violation occurs. Complaints not submitted as soon as possible will be accepted and properly investigated and processed. However, complainants are advised that delays in filing complaints may greatly hamper the City's ability to effectively investigate and remedy any wrongful conduct, because of the passage of time, the loss of memory or information, or the inability to contact or interview witnesses. If the complaint in any way involves the City Manager, the complaint must be submitted to the Mayor.

At all times, the investigator will work to maintain confidentiality and individual dignity. All complaints under this policy should be in writing include the following information:

1. A description of the incident(s), including the date(s), location(s), and the names of any witnesses.
2. The name of person(s) conducting the behavior, their department, and position and the names and details of any other(s) involved.
3. The effect of the incident(s) on the complainant's ability to perform their job, or on other terms or conditions of their employment.
4. The names of the any others who may have been subject to the same or similar behaviors.
5. Any other information the complainant believes to be relevant to the complaint.

Once a complaint has been filed, the investigator will investigate the complaint as soon as practical. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees suspected of workplace harassment or bullying, either with or without pay, pending investigation.

The investigation will include interviews with the complainant and any witnesses concerning the alleged discrimination, harassment or bullying activity. After the completion of the investigation, the investigator will determine if the complaint does or does not have justification. Information from witnesses that is helpful in determining the validity of a complaint will be documented. If it can be substantiated that discrimination, harassment or bullying activity has taken place, those responsible will be disciplined for violation of the City policy. The City will inform the complainant and the accused of the findings and results of the investigation.

Retaliation for the reporting of an alleged discrimination, harassment or bullying activity will result in an employment disciplinary action up to and including termination of employment.



Employees who, in good faith, report an alleged incident of harassment or discrimination will under no circumstances be subject to reprisal or retaliation of any kind. Employees who feel they have been subjected to such adverse actions should report them immediately.

Any employee, however, who is found to have knowingly made a false accusation of harassment, discrimination, bullying or retaliation, may be subject to disciplinary action up to and including termination.

While everyone shares the responsibility to help eliminate all forms of harassment, supervisors have the direct responsibility for actively observing and acting to prevent such behavior and immediately reporting any incidents they have knowledge of to the City Manager.

### Non-Retaliation

The City not only prohibits abuse, discrimination and harassment as set out in this Policy, but also strictly prohibits any retaliation against any Covered Individual who, in good faith, has submitted a complaint under this Policy or who has participated in an investigation under this Policy. The City strictly prohibits retaliation against any employee who reports harassment or discrimination, opposes unlawful practices, files a complaint, testifies or participates in any manner in any investigation or proceeding concerning harassment or discrimination complaints.

Any Covered Individual who, after investigation, is found to have engaged in retaliation prohibited under this Policy will be subject to such appropriate corrective action as the City is authorized in its sole discretion to implement. If a Covered Individual believes he or she has been subjected to retaliation for exercising his or her rights under this Policy, the individual should submit a complaint in accordance with the complaint procedure set out above in this Policy. Retaliation may include, but is not limited to:

- Termination of employment
- Demotion
- Suspension
- Failure to give equal consideration in making employment decisions
- Failure to make employment recommendations impartially
- Actions that adversely affect working conditions or otherwise denying employment benefit

Any employee found to have retaliated against another employee would be subject to disciplinary action, up to and including termination of employment.

### Employee Responsibilities

- Recognize harassment and discrimination when it happens. Understand that it is not the victim's fault and that it does not "come with the job."
- Remember, harassment and discrimination is against the law.
- If any employees are harassed, they should tell the harasser to stop and let them know that the behavior is offensive.
- Employees are not to keep it to themselves. If the harassment continues after an employee has said "NO" to the harasser, they need to report it to a Department Head or



the City Manager. If the victim's Department Head is the harasser, it needs to be reported to the City Manager immediately. If the victim's harasser is the City Manager, it needs to be reported to the Mayor.

- If any employees see harassment or discrimination, they are to report it, even if it does not directly affect them.

### Business Ethics and Standards of Conduct

It is the City of Hartford's intent and expectation to always work ethically with employees, the City Commission, stakeholders, suppliers, and the community. High ethical standards are necessary to maintain a competitive position and ensure that City of Hartford remains a valued member of the community.

Ethical behavior means honesty, equity, integrity, and social responsibility. The City of Hartford's commitment to integrity means that the City will not tolerate unethical conduct or conflicts of interest. It is the responsibility of all City of Hartford employees to always act responsibly, ethically, and honestly. Specifically adhering to the following:

- Always act in accordance with the law, this policy and other City of Hartford policies and procedures.
- Treat fellow employees, City Commissioners, stakeholders, suppliers, and community members with respect and fairness.
- Report any conduct that may violate the law, this policy, or other City of Hartford policies and by filing a written complaint outlining the details, dates, person or persons involved and submitting it immediately to the City Manager.
- Never retaliate against anyone for making a good faith report regarding a potential legal or ethics violation or a violation of other City of Hartford policies and procedures.
- Members of the City of Hartford Department Heads have the additional responsibility, of not only adhering to the responsibilities listed above, but of ensuring prompt investigation of allegations of illegal or unethical conduct and violation of any City of Hartford policies or procedures and administering prompt disciplinary action as needed.

Meeting the above requirements is vital to the organization. Therefore, violation of these policies or the law may lead to disciplinary action, up to and including termination.

### Conflicts of Interest

The City of Hartford is committed to maintaining high standards of ethical business practices. Conflicts of Interest arise when the personal interests of an employee, influence or appear to influence, that employee's ability to act in the City of Hartford's best interest. It is the City of Hartford's expectation that employees will not engage in any activity, practice, or employment opportunity which conflicts, or appears to conflict with the business activities or interests of the City of Hartford.

Employees must disclose to the City of Hartford any financial interests or activities they are involved in that does business with or competes with City of Hartford. This policy also includes employee's immediate family members.

- **Gifts Influencing Decision-Making:** City of Hartford personnel will not accept from anyone gifts, favors, services, entertainment or other things of value to the extent that decision-making or actions affecting the City of Hartford might be influenced. Similarly, the offer or giving of money, services or other things of value with the expectation of influencing the judgment or decision-making process of any purchaser, supplier, customer/member, government official or other person by any City of Hartford personnel or the City of Hartford is absolutely prohibited. Any such conduct should be reported immediately.
- **Gifts from Existing Vendors:** City of Hartford personnel may accept gifts from vendors, suppliers, contractors or other persons that have values of less than \$100. The City of Hartford expects employees to exercise good judgment and discretion in accepting gifts. Employees who have concerns regarding whether a gift should be accepted, should ask their Department Head or the City Manager. City of Hartford personnel will not accept excessive gifts, meals, expensive entertainment or other offers of goods or services, which have more than a \$100 value.
- **Outside Employment:** Supplemental employment outside of that which is provided by the City of Hartford is not encouraged, however if it is necessary, employees must request in writing to the City Manager their desire to seek additional employment with specific details. If approved, the hours of work for supplemental employment must not interfere with an employee's regularly scheduled hours. Additionally, the employee's supplemental employment must not conflict with the interests of City of Hartford. Employees must be explicit in their request to the City Manager what position they are contemplating accepting and for whom they would be working.

### Nepotism

The City of Hartford permits the employment of qualified individuals who are related to a current employee provided that a direct supervisory/subordinate relationship does not exist as a result of that employment.

Family/relatives includes spouse, child, father, mother, sister, brother, stepparents, stepsiblings, half-siblings, mother or father in-law, son or daughter in-law, grandparents, grandchildren, and brother or sister in-law, and any other relative residing in the employee's household.

Promotions and transfers will be denied if it creates a nepotism situation.

In the event two co-workers working in the same division become spouse to each other and one employee is or becomes a supervisor, then one or the other will be required to transfer to a different department or division where this conflict will be resolved. In the event either employee does not transfer, the City may transfer the non-supervisor employee to another position for which they are qualified. In this situation, the City would try to transfer the employee to a vacant position at the same or similar rate of pay however the transfer may result in a lower pay rate.

## Employment Information

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### Dress Code & Personal Appearance Policy

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City of Hartford employees are expected to be well-groomed and to present a professional image at all times. Employees in many positions will be required to wear the City of Hartford provided uniform. These are provided at no cost to the employee who is in turn, expected to maintain their uniforms in neat conditions. Employees should practice excellent personal hygiene and their clothing shall be neat, clean, in good repair, and fit appropriately. A professional appearance is an ongoing requirement of employment. The City of Hartford reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or may be sent home to change clothes.

### Progressive Discipline Process

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Recognizing that everyone makes mistakes from time-to-time, and deserve opportunities for correction, the City of Hartford has developed a process for administering discipline in a positive manner that is intended to help employees improve. The goal is to change the behavior, not the employee. Here is the process that will be followed when an issue arises that requires disciplinary action:

- Step 1: Collaborative Coaching
- Step 2: Written Warning
- Step 3: Final Written Warning
- Step 4: Termination

The level of discipline issued depends on the severity of the infraction. Minor issues will be addressed via the progressive steps, yet more serious issues will receive elevated levels of discipline up to and including discharge based on the nature of the offense. Use of progressive discipline will in no way affect the “at-will” employment relationship.

The best way to avoid disciplinary action is to closely follow all of the procedures and work instructions. If something does not seem quite right to an employee and/or an employee doesn't understand it, be certain to ask your Department Head for help. By doing this, not only will employees stay safe at work, but it helps to ensure that services are of the highest possible quality.

### Performance Reviews

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Department Heads are encouraged to discuss job performance and goals informally with individual staff on a frequent basis. Newly hired employees will be formally evaluated during their 90-day introductory period. Upon completion of the 90-day introductory period, employees will receive performance evaluations annually.

### Job Posting and Transfer Policy

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The City of Hartford wants employees to have an opportunity to transfer to other departments and/or be recognized for their acquired skills and experience by being promoted within the organization. Employees may be promoted or transferred to open positions, provided that they have the necessary education requirements, certifications, experience and satisfactory work performance to meet the needs of the new job.

When the City of Hartford has an open position, it will be communicated to employees. Employees interested in the posted position should apply by completing a Job Posting Application.

Positions that become available will be posted either internally, externally, or both simultaneously. While the preference is to promote from within before hiring from the outside whenever possible, the City of Hartford reserves the right to select the most qualified candidate based upon the knowledge, skills, abilities, and work attitudes of the candidates applying for the position. Employees promoted from within the existing work force must complete a six-month training period.

### Work Rules

The following general conduct guidelines are designed to ensure an enjoyable and productive work environment for all employees. Improper employee conduct disrupts such an environment. Therefore, offending employees may be subject to appropriate remedial measures including discipline up to and including termination. The following are provided as examples of conduct that will result in appropriate employee discipline at the City of Hartford's sole discretion. These rules do not alter, amend, modify or revoke the "at-will" employment relationship between the City and its employees and both remain free to terminate the employment relationship at any time, with or without cause and with or without prior notice. These rules do not nor are they intended to be a complete or exhaustive list of all activities which are prohibited by the City.

1. Dishonesty in the performance of duties in any form or degree;
2. Being in possession of or under the influence of any level of alcoholic beverages, or non-prescribed or illegal drugs while on duty or while on the City's premises or in City vehicles.
3. Failing a drug/controlled substance/alcohol test or refusing City of Hartford requests to be tested for alcohol, drugs, or controlled substances.
4. Wasting, marring, destroying, abusing, or damaging City of Hartford property or the property of City employees or customers due to carelessness, negligence or willful acts (employees may also be charged for such losses).
5. Unauthorized removal, misappropriation or use of property belonging to the City of Hartford, its customers or another employee.
6. Leaving the premises during working hours without Department Head or City Manager prior permission or without clocking out or time-keeping adjustments.
7. Distracting the attention of others, or causing confusion by unnecessary talking, shouting, horseplay, or demonstrations in any work area.
8. Inappropriate workplace dress or grooming.
9. Insubordination or failure to follow instructions or perform assigned work including use of abusive language or profanity.
10. Operating machines, tools, vehicles, or equipment for which an employee has not been specifically assigned or not trained to operate.
11. Wasting time or loitering on the City's property during working hours or interfering with other employee's work.
12. Unauthorized solicitation for any cause on City of Hartford premises during working time or distribution of literature, written or printed matter of any description in working areas on City property or the job site during working time.

13. Misusing, disclosing, or removing from the premises, without the prior written authorization of the City Manager, any confidential or proprietary information of the City, employee personnel information (including but not limited to social security number and dates of birth), employee or customer lists, electronic or written records, computer software, blueprints, City records, or confidential or proprietary information of any nature.
14. Making false, vicious, or malicious statements concerning any customer, employee, or the City of Hartford's conduct of business or services.
15. Sabotage.
16. Immoral or indecent conduct.
17. Littering or contributing to poor housekeeping, unsanitary or unsafe conditions on City of Hartford premises or in City vehicles.
18. Conviction for commission of a felony.
19. Sleeping during working hours.
20. Stopping work before or failure to be at work prior to regular or scheduled shift time.
21. Violation of Sexual Harassment, Bullying and/or Discrimination Policies
22. Fighting, gambling, horseplay, use of pornographic, profane or obscene language or materials, threatening harm to persons or property of others.
23. Possession of firearms, explosive or weapons of any kind while on the City of Hartford premises or in City vehicles, or while on City business.
24. Careless or inefficient performance of duties, creation of excessive waste, incompetence, failure/refusal to perform work as directed, performing other than City work during working time, or other neglect of duty.
25. Negligence or carelessness in observing fire prevention and safety regulations, including failing to immediately report job related injuries, tampering with, by-passing or failing to use safety equipment/devices or refusal to obey supervisory personnel, civil defense or other proper authorities in emergency situations.
26. Excessive absences, pattern absenteeism, tardiness, leaving work early and/or not properly calling in to report the same.
27. Discourtesy to or creating conflicts with, coworkers, City Commissioners, customers or other persons doing business with the City of Hartford.
28. Falsification or misrepresentation or omission of material information with respect to time records or other City personnel, business or other records.
29. Smoking inside any City building or vehicle.
30. Any violation of the Policies contained in this Employee Handbook.
31. Failing to observe hygiene practices or contributing to unsanitary conditions.
32. Violation of the E-Mail and Computer Usage Code of Conduct.

### Length of Service

Length of service refers to the amount of uninterrupted time employees have worked at City of Hartford since the last date of hire. Length of service determines eligibility for certain benefits such as healthcare and Paid Time Off (PTO).

Length of service shall be considered interrupted or terminated for the following reasons:

- When an employee quits or is terminated

- When an employee retires
- When the employee is absent from work for three (3) consecutive working days without notifying the organization (considered a voluntary resignation with no notice)
- When an employee fails to return to work following an authorized leave of absence

### Employee Classifications

As a regular employee, you are classified as either a full-time or part-time employee, and you are either exempt or not exempt from overtime provisions under the Fair Labor Standards Act based on your role within the City.

These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at any time is retained by both the employee and the City consistent with any collective bargaining agreement (CBA) for represented employees.

All employees are designated as either Non-Exempt or Exempt under State and Federal wage and hour laws.

**Non-Exempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**Exempt employees** are generally managers, professional, administrative, or technical staff who are exempt from the overtime provisions of the FLSA. Exempt employees hold jobs which meet the standards and criteria established under the FLSA by the US Department of Labor.

In addition to the above categories, each employee will belong to one of the following employment categories:

A. Regular Full-Time. A regular full-time employee is one who:

- 1) Works in a position classified as full-time.
- 2) Is employed for a period of time not limited in duration, and is scheduled to work a minimum of forty (40) hours per week, or a full time shift as defined in their CBA.

Regular full-time employees are those who are not in a temporary status or in a Probation Period and who are regularly scheduled to work the City's full-time weekly schedule of a minimum of forty (40) hours per week or as defined in their CBA. Generally, they are eligible for the City's benefit package subject to the terms, conditions and limitations of each benefit program.

B. Regular Part-Time. A regular part-time employee is one who:

- 1) Works in a position classified as part-time.
- 2) Is employed for a period of time not limited in duration, and is scheduled to work less than 1,510 hours per year.

Regular part-time employees are those who are not in a temporary status and who are regularly scheduled to work less than the 1,510 hours per year. Regular part-time employees are not eligible for participation in the City's benefit program.

C. Temporary and Seasonal Employees. A temporary or seasonal employee is one who:

- 1) Works in a position classified as temporary or seasonal.
- 2) Is employed for a period of time limited in duration, and is scheduled to work less than 1,510 hours per year.

Seasonal/Temporary Employees are employees whose service is intended to be of limited duration, such as during summer months only, for temporarily filling of vacancies due to absence of regular employees, or for special projects or elections. This classification also includes high school and college co-op students and interns. While temporary and seasonal employees receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance), they are not eligible to participate in any of the other City benefit programs. Any changes in an employee's employment status must be approved by the City Manager or designee.

### Personnel Files

By law, the City of Hartford is required to maintain a personnel file for each employee. Each file must include the following personal data:

- Name
- Home address, telephone number, and message number
- Emergency contact
- Marital status and dependents
- Federal, state or local tax exemptions
- Social Security number
- Date of birth

It is important to keep this information current for insurance, payroll, and emergency reasons. If something happens, the City of Hartford will need to know who to call and how to contact them. The City of Hartford may also need to call if there is a change in the work schedule or for some other employment matter. Please let the City Manager or City Treasurer know anytime there is a change that affects this information.

To protect employees, only the City Manager is authorized to release information regarding employees to individuals outside of the organization. In doing so, the organization abides by all right-to-know and privacy laws. Employees who need employment verification need to contact the City Manager.

Employees have the right to view the information located in their personnel files. Employees who want to see their record need to request a meeting in writing with the City Manager. Employees who want a copy of anything in their file must request a copy of the items in writing to the City Manager.



## Resignations

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In the natural course of business employees may decide to leave employment with the City of Hartford. When employees make the decision to leave, the City of Hartford asks that they take the following steps:

- Notify their Department Head promptly and provide a written resignation so that plans can be made for a replacement. A minimum of two (2) week notice is required to receive payout of benefits.
- Whenever possible, City of Hartford will attempt to schedule resigning employees for an exit interview with the City Manager. Employee feedback is extremely valuable in an effort for the City of Hartford to continue to be a good place to work
- Employees will be required to turn in all City of Hartford property including keys, phones and ID badges, in their possession prior to leaving. If any City property is not returned by an employee leaving the organization, the cost of such property may be deducted from the employee's final paycheck to the extent permitted by law.

## Work Schedules and Compensation

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### Work Schedules

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Regular full-time employees will be scheduled forty (40) hours each week. Part-time employees will be scheduled for the appropriate number of hours each week based on their authorized schedule. Alternate work schedules may be available with approval by the Department Head and City Manager.

Any changes to an approved work schedule must have prior written approval of the employee's Department Head. These exceptions should occur infrequently and should follow all of the guidelines for an acceptable work schedule. Alternative work schedules may be rescinded by management for any reason.

### Pay Periods

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Currently, the pay period begins on Wednesday and ends on Tuesday of the following week. Employees will be compensated on Fridays, on a weekly basis. Should any payday fall on a holiday or when banks are closed, payday will be the preceding day. The pay period may be subject to change.

### Time Reporting

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Non-exempt employees are required to report the actual hours that they work on the approved timesheets to ensure proper payment. Accurate tracking and reporting of these hours is important because it is essential for the proper payment of employees and accurate expenses for the organization. Employees are required to sign and have their Department Head sign their timesheet prior to submission. No one should fill out an employee's timesheet for them. Failure to complete your timesheet as described or falsification of reports is a basis for disciplinary action, up to and including discharge.

### Overtime Pay

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Sometimes overtime work is required to meet a specific deadline, to cover for an employee who is off, or to address an unexpected challenge. When overtime is worked, it will be paid as follows:

- **Salaried, Exempt Employees** Overtime and compensatory time shall not be provided to employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act. These exempt management employees are expected to work the necessary hours to fulfill their assigned duties.

Exempt employees may be allowed to flex time at the discretion of and with the approval of the City Manager. Flex time may include time off in lieu of extraordinary hours worked beyond the standard forty (40) hour work week. As allowed by operational needs of the City and the nature of the employee's assignment, flextime may also include a change in the expected hours of work for an exempt employee in any given week. Flextime is not an accrued benefit (i.e., an hour earned for an hour worked). It is reserved for those peak times in which an exempt employee's workload requires the employee to work an inordinate number of hours or where work hours can be modified to allow an employee who has worked outside of the normal schedule time off after normal working hours (to keep the total hours worked in any given week at or around 40 hours).

- **Hourly, Non-exempt Employees** are paid at their regular rate of pay for all hours worked up to and including the fortieth (40<sup>th</sup>) hour in each workweek except as identified in CBAs. Hours worked in excess of forty (40) hours in a given workweek will be paid according to the following schedule:
  - Any hours over forty (40), except as provided in a CBA, will be paid at an overtime rate of one and one-half (1.5) times an employee's regular hourly rate of pay.
  - When it becomes necessary to work on a holiday, all hours worked on a holiday will be paid at the rate 1.5 times of the hourly, non-exempt employee's hourly wage, unless otherwise determined by CBA.

All overtime hours must be pre-approved in writing, in advance, by management, except in exigent circumstances. Employees who don't obtain prior written approval may be subject to discipline.

The City of Hartford pays overtime to its employees when they work more than is normally required, so when calculating overtime, the City of Hartford doesn't include any unpaid time off from work including sick, personal, funeral, or vacation leaves; nor holidays.

#### Business Expense Reimbursement

City of Hartford will reimburse employees for all necessary and reasonable travel expenses incurred while traveling to and from approved trainings or conferences, and other business-related meetings located away from the typical location of work. Employees will receive reimbursement for the following business-related travel expenses: mileage (IRS standard rate), hotel, and transportation, and meals (excluding alcohol) at the approval of the Department Head and/or the City Manager.

Meals will be paid for only when staff are traveling 4 or more hours away from City Hall or when you are at a meeting for 6 or more hours. Total daily meal reimbursement rates may not exceed

the reimbursement rates for Michigan as assigned by the GSA. Please discuss this limit with the City Manager or City Treasurer if you have any questions.

## Time Away from Work

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### Paid Sick Leave

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Full-time employees will accumulate one (1), eight (8) hour, sick day leave credit for each month of service, beginning with the first full calendar month of service. Employees may accumulate (bank) a maximum of 130 days (totaling 1040 hours) of sick leave and upon voluntary resignation where they successfully supplied and fulfilled the required 2-week notice obligation outlined herein, and a minimum of one year of employment, the employee will be paid at their most current wage for 60% of the unused, accumulated sick time. Employees who are terminated or who quit without the prescribed notice are not eligible for the sick time payout for any reason.

To receive payment for days missed due to illness, an employee must follow the notification requirements outlined in the attendance policy. This policy requires that prior to the start of the employee’s workday, he/she must notify their Department Head by calling them directly and letting them know they will be absent. Any absence lasting three (3) or more consecutive working days requires the employee submit a doctor’s note to excuse their absence. This doctor’s note can be submitted to the Department Head or the City Manager upon their return to work.

### Vacation Policy

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Everyone needs time away from work in order to maintain a positive work/life balance. Common reasons for time off include vacations, illness, personal and family obligations, and time to rest, relax, and enjoy your interests. Taking time off from work is an important way to maintain good mental health.

To support these needs, City of Hartford provides for employees to start accruing vacation after the first year of service. Here’s how it works:

1. After one year of service, all full-time employees shall be entitled to the following vacation schedule:

Years of Service	Annual Vacation
1 year	1 week
2 years	2 weeks
3 years	2 weeks
4 years	3 weeks
5 years	3 weeks
6 years	4 weeks
7 years or more	5 weeks

2. Vacation time will not accumulate from year to year and shall be based on continuous service. The only exception to this non-accumulation policy is where the employee first receives written approval from the City Manager.

3. Employees must receive advance written approval from their Department Head to use vacation time. Vacations will be approved on a first come, first served basis, and should be scheduled as far in advance as possible.
4. Employees who voluntarily leave City of Hartford after more than a year of service and give a minimum of two (2) weeks' notice will be eligible to receive payment for any accrued, unused vacation time up to a maximum of 160 hours. Payment will be made at 100% of the employee's final hourly pay rate. Employees who are terminated from the City of Hartford, who don't provide a minimum of 2-weeks' notice, or who have less than a year of service with the organization will not be eligible for any vacation time payment.

### Payroll Deductions

The following required deductions will come out of pay; federal income tax, Social Security Tax/or Social Security alternative and state income tax in addition to applicable other local taxes, insurance premium shares, authorized retirement contributions, flexible spending plan contributions and other required or prior authorized deductions. Voluntary deductions for supplemental insurance or donations will be deducted from each paycheck as authorized by the employee signing up for these services.

Please note that the City of Hartford must comply with all writs of garnishment it receives and will respond accordingly by submitting the proper paperwork and all fees as calculated according to the garnishment. Employees will be notified before any deductions are taken from their paychecks if the City of Hartford receives a writ of garnishment requiring the organization to withhold and pay a portion of wages to a court or other legitimate agency. Information about garnishments will be held in confidence. This also includes child support and alimony as ordered by the Court.

Employees who leave the City of Hartford agree to have any monies due and owed to the City of Hartford for items, activities, and services, to be deducted from their last paycheck.

### Holidays

The City of Hartford knows how important it is to spend time with family and friends during the holidays. The City of Hartford offers 11 paid holidays throughout the year. Part-time non-exempt and temporary employees are not eligible for holiday pay. Salaried and full-time non-exempt employees will be paid at their normal rate. Part-time salaried staff will receive four (4) hours of holiday pay; full-time salaried and full-time non-exempt staff will receive eight (8) hours of holiday pay for the following observed holidays:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Eve
- Christmas Day
- 2 Floating holidays/personal days per calendar year

The floating holidays are to be used by employees on the day of their choice in each calendar year. City of Hartford encourages employees to save this day for an occasion that is meaningful to them. Examples of potential dates include: Yom Kippur, Kwanzaa, Ramadan, Lunar New Year, Juneteenth, Birthdays or Chanukah. Employees can request vacation time if additional time off is desired.

To be paid for these holidays, employees must work the full scheduled day before and after the holiday unless the absence has been pre-approved. Excused absences for significant, unusual circumstances may be accepted for the day before or after the holiday. These exceptions must be reviewed and approved by the City Manager. In no event will holidays, including the floating holiday be converted to payroll payments. In the event of employee failure to properly schedule the floating holiday in a calendar year that benefit is forfeited for that calendar year and may not be carried forward to a subsequent year.

### Voting

City of Hartford encourages all employees to vote. Employees are encouraged to take advantage of polling hours prior to the beginning or following the end of the workday. If an employee needs to take time off during the day to vote, they should seek approval from their Department Head or City Manager in advance.

### Jury Duty

City of Hartford supports employees in fulfilling their civic responsibilities by serving on jury duty. City of Hartford compensates them at their normal rate of pay.

To be eligible, employees need to inform their Department Head as soon as possible after receiving a jury summons so that arrangements can be made to accommodate the absence. Employees will be expected to report for work during jury service whenever the court schedule permits and to turn in records of court attendance and payment received.

Employees must contact their Department Head daily to inform him/her of their status and the expected duration of the jury duty. If an employee is released after serving only a half day, the employee is expected to report to work and should be prepared to go directly to work from the courthouse. Any additional work time that is missed, but not supported by documentation from the court will be considered vacation time.

### Leaves of Absence

A leave of absence is time provided without pay to permit a full-time employee to be absent from work for an approved reason; the granting of which is at City of Hartford's discretion. Leaves of absence may be granted for medical, personal, and military reasons. To submit a leave of absence request, please obtain a Leave of Absence Request Form from, and return it to the City Manager.

A leave of absence shall be for a specified period of time not to exceed limits required by law. Where Federal or state law does not provide guidelines, no leave shall exceed thirty (30) days.

Employees who fail to comply with the terms of their leave or fail to return to work on the stipulated date, may be considered to have voluntarily quit.

Leaves of absence will not be granted to allow an employee to seek other employment.

Employees will return to the job they held prior to the leave, or one similar. The organization is not obligated to return an employee to the same job that was previously held following a leave of absence.

City of Hartford will continue to pay its portion of any of any health insurance premium, provided that employees pays their timely portion of the premium also.

The employee must complete a Leave of Absence Request Form specifying the dates, requested length, and other useful information.

### Military Leave

City of Hartford is committed to complying with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is required to participate in annual military training programs or who is called up during short term civil or national emergencies, or who leaves work to serve in the military, will receive time off from work, as provided by Federal law. Upon receiving orders, employees must immediately notify and make arrangements with the City Manager for the leave.

The City of Hartford will compensate employees who take a military leave for the difference between their regular pay rate and the rate they are paid by the military for up to two weeks as long as proper documentation, including proof of military payment, is received.

City of Hartford abides by all regulations and laws regarding the employment rights of those serving in the armed forces, as well as those returning from military service.

### Bereavement Policy

Losing a loved one is never easy. To help employees through these times, all salaried and full-time non-exempt employees who have been continuously employed with the City of Hartford for at least 30 days are eligible for 3 days of paid bereavement leave when a death in the immediate family occurs. Part-time non-exempt and temporary employees will be entitled to an unpaid leave of absence of up to 3 days for immediate family. Bereavement leave will be paid at the employee's regular rate of pay. Immediate family is defined as spouse, mother, father, sibling, child (including unborn child), grandparent, or any relative residing at the same place of residence as the employee.

Bereavement leave must be taken within 30 days of the passing of the individual.

City of Hartford reserves the right to request documentation to confirm compliance with this policy. If documentation is not presented upon request, the time away from work will be counted as vacation hours.

### Breaks for Nursing Mothers

Nursing mothers will be provided reasonable breaks to express breast milk in order to nurse a child for up to one-year after the child's birth. Nursing mothers may take such a break as frequently as needed.

City of Hartford will provide a place that is shielded from view and free from intrusion from coworkers and the public for nursing mothers to use to express breast milk.

Non-exempt nursing mothers will not be required to clock out for the purpose of expressing milk as long as the breaks are reasonable in length. Otherwise, breaks taken pursuant to this policy will be unpaid.

For more information on this procedure, including where nursing mothers may take their break to express breast milk, please speak with the City Manager.

### Benefits

City of Hartford offers a comprehensive benefits program, including medical, dental, and vision insurance, short- and long-term disability, life insurance, deferred compensation, payment in lieu of insurance, and education assistance. The details of the benefits are described in the individual plan documents and during annual open enrollment. Employees who have any questions are encouraged to see the City Manager.

## Safety

### Emergencies

A catastrophic emergency can strike at any time without warning and may put lives and jobs in a state of confusion. The severity of a fire, explosion, natural disaster, or other emergency can be lessened if everyone knows what to do. Some emergency basics to remember are as follows:

#### **Plan and Practice before the Emergency:**

- Become familiar with the work area. Know where the nearest exit is located and determine which major aisle or corridor is the most direct path to that exit.
- Review and practice an evacuation plan with a Department Head.

#### **Execute the Plan during the Emergency:**

- In an emergency, always respond quickly, quietly and in an orderly fashion. Walk quickly; do not risk a fall by running.
- If there is a fire leave the building immediately. Go to the designated gathering point outside. Once outside, leaders will take roll call to verify all employees are safely out of the building. If someone is missing, a Department Head will notify emergency response personnel who can attempt a rescue. Remain outside the building until directed to re-enter.
- If there is a potential for a tornado, the situation will be monitored by the City Manager and Department Heads. Employees will be notified if it is necessary to take cover. When it is, proceed immediately to the designated shelter area. Stay in the shelter until the warning has expired.

## Safety in the Workplace

Working safely is a value and a responsibility shared and accepted by all City of Hartford employees. Every member of the City of Hartford team is expected to follow all safety procedures and guidelines. Also, employees must report all injuries and any safety, health, or fire hazards immediately.

## Injuries at Work

Any work-related injury or illness that occurs either on or off-site during work hours, must be reported immediately to the Department Head or the City Manager. Do not neglect any injury, illness, or health problem, however slight it may appear. Failure to report any work-related injury or illness within 24 hours may result in disciplinary action and/or a loss of certain workers' compensation coverage.

When a work-related injury or illness is reported, an Incident Report will be completed by the person to whom it was reported and the injured employee. The incident will be thoroughly investigated, and the facts will be discussed, reviewed and corrective action will be determined and implemented. If medical attention is needed, the employee will be sent immediately to the appropriate health care provider.

## Workplace Violence Prevention

The City of Hartford holds a policy of zero tolerance regarding any form of threats, both verbal and physical; including intimidation, and stalking. If employees feel that they are a victim and/or witness of any form of violence in the workplace, they are to report it to their Department Head or the City Manager.

The following are examples of inappropriate activity that will result in immediate discharge:

- Violation of the Weapons Policy outlined below.
- Use of abusive or threatening language toward any person on City of Hartford property or while performing business off property, or threat or use of violence against any employee or customer on or off City of Hartford property
- Willful and malicious damage to equipment and/or property
- Provoking a fight or fighting during working hours or at any time on City of Hartford property
- Engaging in activities that could bring harm to themselves, to others, or to City of Hartford property.

## Possession of Weapons

City employees are prohibited from carrying, possessing or using firearms, explosives or other weapons, at any time on City of Hartford property, or while on duty, regardless of whether or not any employee has obtained a license or permit to carry a concealed weapon.

The exception to this rule includes only sworn, licensed law enforcement officers and reserve officers, the latter of which may only carry a gun after approval by the Chief of Police and who must, at all times be working in conjunction with, and under the direct on-site supervision of, a

licensed Police Officer of the City of Hartford Police Department, per City of Hartford Police Policy.

On duty shall mean the hours between which an employee reports for work and the time the employee leaves work, including overtime work and call-outs for special situations, such as emergencies, special events, or required attendance at meetings of or on behalf of the City of Hartford, regardless of whether or not such special situations occur during or after normal working hours.

### Inclement Weather

The City of Hartford is located in beautiful southwest Michigan, where we are likely going to experience some interesting weather from year-to-year. If there is a severe weather condition, power outage, or other condition beyond the City's control, which results in the need to close all or a portion of the City's offices and facilities, employees will be notified as soon as reasonably possible.

Any time the City's offices and facilities closes or there is a delay, employees will be notified by the City of Hartford. If the City Manager closes the City's offices and facilities, delays start or closes the City's offices and facilities early, employees will be paid for that time.

In situations where an employee is unable to make it in for their scheduled shift because of inclement weather at their home but the City's offices and facilities remain open; the employee should make the decision that is most appropriate for their personal safety. If they opt to stay home, they should follow call off procedures. Employees will not be paid when the City's offices and facilities are open and the employee is not able to make it to work due to weather. They may take a floating holiday/personal day or vacation time for these absences as available in their leave bank.

### Tobacco Free Policy

To protect the health and well-being of all employees, the City of Hartford is a tobacco free employer. Smoking, smokeless tobacco (snuff, chewing tobacco) and electronic smoking devices are prohibited in all City facilities and in all City vehicles. This policy applies to all employees, customers, contractors, and visitors.

Employees who smoke may smoke in designated outside smoking areas only.

Employees found to be in violation of this policy will be subject to disciplinary action(s) in the same manner as violations of other policies.

### Drug and Alcohol Policy

Employees involved with alcohol and drugs tend to be less dependable, less productive, more vulnerable to accidents, and less likely to report regularly in a mental and physical condition fit for work. This jeopardizes the reputation of the City, the quality of its service, and the well-being of the involved employees, their families and their co-workers. The City of Hartford expects employees to report to work on time and in condition to perform their duties throughout their workday. The City is committed to strictly enforce this Alcohol and Substance Abuse policy and to maintain a safe working environment that is free from the effects of substance abuse.



We absolutely prohibit the sale, purchase, transfer, or possession of any illegal or non-prescribed drugs during work hours on or in City property at any time. For the purpose of this policy, “City property” also applies to property of vendors/contractors, recipients of City services, or any locations where you may be performing work for the City. In addition, we strictly prohibit any employee from being under the influence of alcohol and/or any illegal drug while on duty or performing work activities. Taking legally prescribed medications or over-the counter medications are permitted to the extent that use of such medications does not adversely affect your job performance or safety, or the safety of others.

### Inspection of Employees and Personal Property for Possession of Alcohol and Drugs

The City reserves the right to conduct workplace searches of City owned property where the search is either for non-investigatory work-related purposes or investigations of work-related misconduct. The “workplace” has been defined by the United States Supreme Court as those areas that are related to work and are generally within the Employer’s control. Any employee who improperly interferes with a workplace search or does not fully cooperate with a workplace search is subject to corrective action.

The policy is intended to comply with all state laws governing drug and alcohol testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

To ensure a workplace that is free from the dangers of the use of drugs and alcohol, City of Hartford does the following:

- **Pre-Employment Testing:** After receiving a conditional offer of employment, all job applicants will be required to successfully pass a pre-employment drug and alcohol test. City of Hartford will not hire any job applicant who cannot successfully complete a pre-employment drug test, refuses to take the pre-employment drug test, or refuses to sign the drug test consent form.
- **Random Drug and Alcohol:** Employees in safety-sensitive positions requiring a CDL are subject to random testing as required by the U.S. Department of Transportation.
- **Reasonable Suspicion:** To keep the work environment safe, City of Hartford reserves the right to require employees to take a drug test at any time an individual’s behavior or other facts and circumstances give rise to reasonable suspicion that the employee is in violation of this policy. Employees believed to be in violation of this policy will be monitored and City of Hartford may arrange to have them immediately tested by a certified independent laboratory. Employees will, at the time they are sent for testing, be removed from work and placed on unpaid suspension pending the receipt of the test results. If the result is negative, employees will be returned to work and will receive appropriate back-pay for the lost time. Failure to consent or comply constitutes basis for disciplinary action, up to and including discharge.
- **Post-accident:** Employees may be subject to testing when they cause or contribute to an accident that damage a company vehicle, machinery, or equipment, and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing will take place immediately or within two (2) hours

- **Post-layoff/Leave-of-Absence:** Any employee who has been absent from work for thirty (30) consecutive calendar days or more due to layoff or leave of absence may undergo drug testing prior to returning to work. This policy does not apply to leave taken pursuant to the Family Medical Leave Act (FMLA) unless the cause of the FMLA leave was related to substance abuse. Failure to consent or comply constitutes basis for disciplinary action, up to and including discharge.

Any drug and/or alcohol testing will be conducted by a certified laboratory licensed by the State. When a drug and alcohol test or screening is scheduled, employees will be required to submit a blood, urine, oral fluid, breathalyzer, or other appropriate test to prove they are not under the influence of alcohol, a controlled substance or illegal drugs. Employees must submit to testing as directed and consent to the release of test results to City of Hartford, or the City will have to assume that they are under the influence and will be discharged.

If an employee is asked to submit to a drug or alcohol test, City of Hartford will notify the employee of the results as soon as possible after the City receives them from the laboratory. City of Hartford will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know will have access to the results.

Depending on the circumstances and the employee's work history/record, the City may offer an employee who violates this policy or tests positive the opportunity to return to work on terms acceptable to the City through a Last Chance Agreement, which could include follow-up drug testing at various times and frequencies for a minimum of one (1) year at the employee's expense. Last Chance Agreements are in place for a minimum of five (5) years from the date of execution at the direction of the City Manager.

#### Procedures for Positive Test Results

If an employee tests positive for an illegal drug, marijuana, alcohol or an unreported prescribed drug, the following procedure will be followed:

1. An employee with a positive alcohol and/or drug taken for reasonable suspicion, or as part of the MDOT CDL random alcohol/drug screening, will be relieved from all job duties immediately.
2. The employee will be terminated from the City unless they agree to the terms and conditions of the City of Hartford's Last Chance Agreement program which include the referral to a Substance Abuse Professional (SAP) and will not be allowed to return to work until the completion of the Corrective Plan of Action by the SAP. In order for the employee to return to their job duties, they must have a negative drug/or alcohol test result.
3. The employee will be on an unpaid suspension from the time they are removed from duty until such time that they are approved to return to work.
4. The employee will be responsible for all cost associated with the SAP program.
5. A written Last Chance Agreement document will provide for the following:
  - a. Inform the employee that they will have random testing six (6) times at minimum for next 12 months and up to 5 years as recommended by the Substance Abuse Professional at the employee's expense.
  - b. The employee must adhere to whatever stipulations that have been made by the Substance Abuse Professional.

- c. If the employee does not commence the Substance Abuse Program within 10 days, their employment with the City will be terminated effective the last day worked.
- d. Consequences of a second confirmatory positive alcohol or drug test result, within five years, will be cause for termination of employment.

#### **General Provisions:**

- City of Hartford recognizes that employee off-the-job, as well as on-the-job, involvement with alcohol and drugs has the potential to adversely impact workplace safety, job performance and productivity, and efficiency. Employees who voluntarily request assistance in dealing with a personal drug or alcohol problem may do so without jeopardizing their continued employment. However, participation in a treatment program will not prevent disciplinary action for violations of this policy.
- All drug and alcohol tests required or contemplated by this policy will be performed by qualified personnel. Unless specified otherwise, these tests will be conducted at City of Hartford's expense. The employee will be given a consent form to sign authorizing any of the drug and/or alcohol tests reference above.
- The presence in the body of over-the-counter or prescribed drugs lawfully obtained with a prescription and taken in the appropriate manner will not be grounds for disciplinary action, so long as the employee discloses the lawful use of those drugs to the medical clinic, physician's office, or hospital designated by the organization before a drug test is administered and the use of the drugs does not impair the employee's judgment, ability, or performance while at work. For prescribed drugs, "taken in the appropriate manner" means that a physician prescribed the drug for the employee and that the employee used the drug according to the prescribed dosage and frequency of use and notified the City Manager of any safety implications due to using this medication.

Any employee who is believed to be in possession of an illegal substance will be reported to the proper authorities.

**Marijuana** The City's stance remains unchanged and being under the influence of marihuana or being in possession of marihuana is prohibited. The City still has the right to conduct drug testing as set forth in this Handbook and take disciplinary action in accordance with the Policy for employees who consume, smoke, or are under the influence of marihuana in the workplace.

**Compliance with the Drug-Free Workplace Act** We comply with the Federal Drug-Free Workplace Act. Any employee convicted of violating a criminal drug statute that occurred in the workplace, must notify the City Manager of the conviction within five days. Failure to report the conviction may result in corrective action up to and including termination of employment.

## **Legal Requirements**

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### **Accommodations for Disabilities**

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City of Hartford does not discriminate against qualified applicants or employees with disabilities who, with or without a reasonable accommodation, can perform the essential functions of a job.

Employees who have a qualifying physical or mental disability that affects their ability to perform their job or a job that they would like to have, must ask City of Hartford to try to make a reasonable accommodation. Employees will need to tell City of Hartford the type of accommodation they believe they need in writing within 182 days of knowing that an accommodation is needed, per Michigan's Persons with Disabilities Civil Rights Act. The City of Hartford will work with the employee to either provide the accommodation requested or an alternative one at the City's discretion, as long as it does not cause the organization undue hardship. Any request for accommodation must include documentation from a qualified physician.

City of Hartford reserves the right to request a second medical opinion of any accommodation request. Written notification must be directed to the attention of the City Manager.

### Medical Files

At times, City of Hartford may need to request medical information about an employee. This information will be treated with care to ensure that it remains confidential. It will not be shared outside of the Personnel department unless there is a specific work-related need (like a work restriction) and then only to the people who have a work-related reason to know.

On rare occasions, City of Hartford may obtain information that qualifies as Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). In those instances that PHI is provided, the employee will be asked to sign an authorization for the City to view the information. All Protected Health Information will be kept confidential in accordance with the terms of HIPAA.

All sensitive data containing medical information will be stored in a separate, secure medical file. If employees have any questions regarding the use or storage of medical information, please contact the City Manager.

### Social Security Number Privacy Policy

In order to keep employees safe from the danger of identity theft, City of Hartford will not display more than (4) four digits of an employee's social security number, or:

- Exhibit, post, or make them visible in a "public manner."
- Visibly print a social security number on a badge, insurance card, or any other form of identification.
- Transmit a social security number over the internet or a computer system that isn't secure or encrypted.

Sometimes City of Hartford is required to use more than (4) four digits of a social security number as required by State or Federal law, or by a court rule or legal discovery process, or to administer benefit programs. City of Hartford will take every precaution to ensure confidentiality and to prevent unlawful disclosure of the social security number. City of Hartford will not include a full social security number on any information or document mailed, or if it is visible, on or from the outside of the envelope or packaging.

Documents containing social security numbers will be kept in locked file cabinets and only authorized individuals will have access to this information. Obsolete documents containing social security numbers will be shredded.

Anyone who violates this policy by distributing or using social security numbers in an unauthorized manner may be disciplined, up to and including termination of employment.

### Immigration Reform and Control Act

The Immigration Reform and Control Act of 1986 (IRCA) prohibits City of Hartford from employing any person not legally authorized to work in the United States. In accordance with the requirement of IRCA, all persons commencing or resuming work after November 6, 1986, must submit documentation evidencing their right to work in the United States. Anyone submitting false documentation shall be immediately terminated. In fulfilling its obligations under IRCA, City of Hartford reaffirms its commitment to comply with both state and Federal non-discrimination laws. City of Hartford does not discriminate on the basis of citizenship. Any questions concerning IRCA and the required documentation should be directed to the City Manager.

U.S. Citizenship and Immigration Services I-9 Forms are used to verify identity and employment eligibility. Employees must complete the employee section of the I-9 Form and provide the required documentation supporting their identity and employment eligibility before they may begin working.

Employee Handbook Responsibility- Acknowledgement

I (Employee's Name): \_\_\_\_\_ have received my copy of the City of Hartford Employee Handbook and understand that I will be responsible for knowing and understanding the Handbook. I also acknowledge that I have had a chance to ask questions about it.

I understand that this Handbook will be reviewed periodically by the City of Hartford and that the organization reserves the right to alter, amend, modify, or terminate any benefits or provisions contained in this Handbook at any time it chooses. I also understand and acknowledge that nothing in this Handbook constitutes a contract and that this Handbook incorporates the terms and conditions of my employment and supersedes any and all past handbooks, manuals, policies, procedures, understandings and standards, written or oral, express or implied.

I understand and agree that my employment and compensation is "at-will" and can be terminated, with or without cause, with or without notice, at any time, by either the organization or myself.

I further understand that no employee or representative, other than the City Manager, has the power or authority to enter into any oral or written agreement for employment for any specified period of time, or to make any representations or agreements contrary to the foregoing, unless that representation is in writing and signed by the City Manager.

I have received and read the Employee Handbook. I acknowledge that I understand its content and agree to abide by the policies and rules stated and described in it.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



City of Hartford, Michigan  
 19 West Main Street  
 Hartford, MI 49057  
 269-621-2477

# Request for Proposals

## Recreational Marihuana Proposers

Proposals are due at the address shown above no later than Monday April 17, 2023, at 4:00pm EST

City of Hartford Designated Contact: Sanya Vitale, City Manager

Questions must be submitted electronically only, no telephone calls accepted

Email: [citymanager@cityofhartfordmi.org](mailto:citymanager@cityofhartfordmi.org)

### Introduction

The City of Hartford, Michigan (hereafter referred to as “The City”), a duly organized municipality in the State of Michigan, is soliciting proposals from highly qualified marihuana businesses seeking licensure within the City limits. The City will seek proposals from those wishing to operate Microbusinesses within the City.

### Submission Instructions

The anticipated schedule for this Request for Proposal is as follows:

RFP Issued: March 28, 2023

Last Date for Questions: April 12, 2023

Proposal Due Date: April 17, 2023

**Applications marked “Marihuana Proposal” will be received by the City of Hartford in the Office of the City Manager at 19 W. Main St. Hartford, Michigan 49120 no later than Monday April 17<sup>th</sup> 2023 at 4:00pm EST. Please submit one (1) original and one (1) copy of your response to this RFP. There are no page limits and no requirements for font, margin and/or paper size. Respondents must also submit an electronic pdf file of their proposal on jump drive with their proposal.**

### Late submissions will not be accepted for any reason.

- Applications may be dropped off between 8:00am – 5:00 pm Monday through Thursday and 8:00am– 4:00pm Friday. Please note that the City of Hartford is closed on most recognized holidays.
- All proposals received and date/time stamped by the City of Hartford prior to the proposal submittal deadline shall be accepted as timely submitted. No late proposals will be accepted or reviewed. Proposals will be opened promptly at the time and date specified.
- The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The City of Hartford will in no way be

responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the City of Hartford, or any work performed in connection therewith, shall be borne by the Proposer(s).

- The submittal of a proposal by a Proposer will be considered by the City of Hartford as constituting an offer by the Proposer to adhere to the marihuana Proposer services in the manner outlined in their proposal. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. **The City of Hartford will consider only the latest version of the proposal.**
- Requests for additional information or inquiries must be made in writing and received by the City of Hartford’ designated contact person for this Solicitation. The City of Hartford will issue responses to inquiries and may issue changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. All respondents should carefully monitor the City’s website at <https://cityofhartfordmi.org/> for FAQs and updates to the proposal as any updates will be posted **only** to the City’s website and no individual notice will be provided to any proposer.
- Proposals will be reviewed by the City Manager. Any additional information will be gathered by the City Manager and a report will be assembled and final recommendations made to the City Council at a regular City Council meeting in April. Applicants are encouraged to attend this meeting. It will be held the 4<sup>th</sup> Monday of the month at 7:30pm in Council Chambers located at 19 W Main St.

**Definitions**

- All definitions which can be found within the [Michigan Regulation and Taxation of Marihuana Act](#) Initiated Law 1 of 2018 and other regulated activity authorized by the Rules promulgated by the State.
- Proposer means a person who applies for a State operating license. With respect to disclosures in an application, or for purposes of eligibility for a license, the term applicant includes an officer, director, managerial employee of the applicant and a person who holds any direct or indirect ownership interest in the applicant.

**Rules, Regulations, and Licensing Requirements**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, including, but not limited to:

1. [Michigan Regulation and Taxation of Marihuana Act](#) Initiated Law 1 of 2018
2. “Michigan’s Public Health Code 333.7410(2)” states that anyone 18 years or older who delivers a Schedule I or II controlled substance or other narcotic drug to another person on or within 1,000 feet of school property or a library shall be punished by a term of prison for at least two years or up to three times the original prison sentence under the law as well as a fine of not more than three times the original fine.

**Proposal and Contract Expectations and Fees**

- Proposers are requested and advised to be as complete as possible in their response. The City reserves the right to:



- 1) contact any proposer to clarify any response;
  - 2) contact any current users of the proposer's services;
  - 3) solicit information from any available source concerning any aspect of the proposal;
  - 4) check references;
  - 5) conduct credit and background checks; and,
  - 6) Seek and review any other information deemed pertinent to the evaluation process.
- The City reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of the City. The City further reserves the right to waive any minor informalities or the failure of any Proposer to comply therewith, if it is in the public interest to do so. Finally, the City reserves the right to terminate the process at any time, if deemed by the City to be in its best interests.
  - The City reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
  - The City reserves the right not to award a license pursuant to this RFP. Proposals which appear unrealistic in the terms of planning, compliance or economic viability may be rejected.
  - The City reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the City deems necessary.
  - The City may award a provisional license on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The City reserves the right to enter into negotiations with recommended Proposer.
  - Negotiations shall be conducted with the top ranked Proposers. If, in the event the City and the top ranked Proposer cannot reach an agreement that is in the best interest of the City, the City may elect to cancel negotiations. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.
  - In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the City's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the City's sole discretion, be deemed nonresponsive.
  - Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.
  - In submitting a response, the Proposer acknowledges that the City shall not compensate the Proposer for any costs, including and not limited to submission or negotiation costs, costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Proposers selected will have

the financial resources, necessary knowledge, skills and professional experience to implement all aspects of the business operations. All operations are to be performed with the highest degree of professional standards, in compliance with local and State laws, policies, procedures, criteria and requirements.

- Due care and diligence have been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. The City and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.
- Proposers shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the operation. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Proposer.
- The selected proposer shall furnish the City of Hartford original Certificates of Insurance evidencing the required coverage on the effective date of the Agreement(s) resulting from this RFP.
- By responding to this RFP, the Proposer acknowledges that for any provisional license issued as a result of this RFP, the authority to proceed with the City's licensure process is contingent upon the availability of licenses and verifiable approval from the State of Michigan's Licensing and Regulatory Affairs.
- This RFP does not represent a commitment or offer by the City to enter into contract, or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of City's official files without any obligation on City's part to return it to the individual proposer. This RFP and the selected Proposers' proposals will, by reference, become a part of any formal agreement between the Proposer and the City resulting from this solicitation.
- All listed Owners of the company must sign this proposal and all agreements with an original signature.
- The Proposer shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.
- Business owners selected and awarded provisional approval from the City of Hartford may not sell their interest in a marihuana license as part of their property exchange. This is only subject to change upon full licensing by the State of Michigan and in compliance with Sections 5.H & 5.I of the City's Recreational Opt-In Ordinance

### **Fees**

Applicants must submit a nonrefundable fee of \$2,500 with their proposal for a provisional license. Upon approval by the State, a final fee not to exceed \$2,500 must be submitted prior to starting operations. If selected for provisional licensing by the City of Hartford, additional fees will apply for zoning, including special land use, site plan review and/or variances as applies, building, inspection and other permitting fees as appropriate including annual renewal and inspection fees if/upon final license.

### **Submission Requirements**

The following is a description of the minimum information which must be supplied in your proposal. You may give supplementary facts or other materials that you consider may be of assistance in the evaluation.

## Prequalification Notice

All applicants must be preapproved for Prequalification with the State of Michigan to operate a Recreational Marihuana Establishment as defined in the Acts or other regulated activity authorized by the Rules promulgated by the State and submit verification thereof with their application for provisional approval to the City of Hartford.

### 1. Executive Summary

Provide a brief summary of your company's approach to the business operations associated with the requested license(s), demonstrate an understanding of the industry and licensure requirements, and approaches to be utilized in performing these services, specifically related to the rules, regulations associated with marihuana businesses.

### 2. Business Plan, Experience & Business History

- A. Please provide a description of the type of marihuana establishment; and the anticipated or actual number of employees, the anticipated capital being invested and economic outcomes.
- B. Describe how long the company has been in business and current structure.
- C. Provide any other names under which the company and/or principals has done business and the dates it operated under each name and the locations at which it operated under each name.
- D. Describe the experience of the Proposer conducting comparable services.
- E. Provide a list of municipalities with which your company and/or principal's is/are currently based or has been based within the last five (5) years. If this does not include at least three municipalities, then provide the names of the municipalities for which similar services are being proposed.
  1. For each municipality include:
    - The timeframe (beginning and ending dates)
    - A brief description your experience
    - Annual revenues and expenditures
    - The name and contact information of the individuals that approved your occupancy
    - Statement or notation of whether Proposer is/was the direct Proposer or subcontractor or sub-Proposer.

### 3. State Application

Please submit a copy of your submitted Phase One State Application minus your financial and tax return documents & notice of prequalification. A complete copy of your State application will be required to be on file with the City minus your financial and tax return documents should your firm be selected for provisional approval. This includes but may not be limited to: Marijuana Establishment Plans, Operation Plans, Waste Plan, Air Quality, Safety Plan, Security Plan, and Establishment Plan

### 4. Proof of Insurance

- A. Please submit certification of intent to comply with the insurance requirements found within the ordinances in the form of a certified statement from the proposed insurance vendor.
- B. The policy shall name the City of Hartford and its officials and employees as additional insureds to the limits required by this section.

### 5. Legal History

- A. Please submit those pages of your State Application that indicate whether any applicant has been indicted for, charged with, arrested for, or convicted of, plead guilty or nolo contendere to,

forfeited bail concerning any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise, including the date, the name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration.

- B. Please submit a certified statement regarding whether an applicant has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a Statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.
- C. Please submit a certified statement regarding whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, State or local law, including the amount, type of tax, taxing agency, and time period intervals involved.
- D. Please submit a certified statement of acknowledgement and consent that the City, including the Hartford City Police Department, may conduct a background investigation, including a criminal history check, and that the City may be entitled to full and complete disclosure of all financial records of the marijuana commercial entity, which may include any or all records of deposit, withdrawals, balances, and loans upon request.
- E. Please note that the City of Hartford may request additional information that the City Clerk, Police Chief, Fire Chief, Public Works Superintendent, Building Official, Water Superintendent, Wastewater Operator, City Manager and/or City Attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application. All requests for additional information must be submitted within the timeframe requested by the City Manager.



# Recreational Marihuana Application Cover Sheet

Company Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner Contact: \_\_\_\_\_

*Please provide a copy of each owner's legal identification card or passport with this document showing their current legal address.*

Corporate Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_ Cell: \_\_\_\_\_

Establishment Type:

\_\_\_\_\_ Microbusiness

\_\_\_\_\_ Retail Establishment

\_\_\_\_\_ Other \_\_\_\_\_

Initial Requirements:

\_\_\_\_\_ Prequalified with State of Michigan

\_\_\_\_\_ \$2,500 License Application Fee

I affirm that by signing this affidavit, I own or am the proven agent of the company outlined in this proposal. I agree that the statements and information provided within this document are true and agree that if found not to be true in part and/or whole, that any permit that may be issued to me may be voided. Further, I agree to comply with the conditions and regulations provided with any permit that may be issued. Further, I agree that the permit that may be issued is with the understanding all applicable sections of the City of Hartford, Michigan Code of Ordinances will be complied with as applicable and appropriate.

\_\_\_\_\_  
Printed Name and Owner Signature

\_\_\_\_\_  
Date

**Must Include Notary Seal and Signature**

Subscribed and sworn to by \_\_\_\_\_ before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal

Print: \_\_\_\_\_

**INVOICE**

michigan municipal league

**MICHIGAN MUNICIPAL LEAGUE  
LIABILITY AND PROPERTY POOL**

1675 Green Road, Ann Arbor, MI 48105

City of Hartford  
19 W. Main St.,  
Hartford, MI 490571004Invoice #: 9106206  
Policy Effective: 04/01/2023  
Invoice Date: 03/07/2023  
Payment Due 04/01/2023

TRANSACTION EFFECTIVE DATE	Policy #	DESCRIPTION	AMOUNT
04/01/2023	MML001065233	Pool Renewal Premium 04/01/2023 - 04/01/2024	\$45,594
		<b>Total Due:</b>	<b>\$45,594</b>

**MAKE CHECK PAYABLE TO: MML Liability and Property Pool**PAYMENT MAILING ADDRESSMML Liability and Property Pool  
PO BOX 712088  
CINCINNATI, OH 45271-2088

OR:

ACH PAYMENT OPTIONBank: Key Bank, N.A.  
Routing #: 041001039  
Account #: 6000694493For questions about remittance details, call Insurance Accounting at (734) 669-6373.  
For policy or invoice questions, call Customer Svc: Joan Opett (248) 204-8579 or (800) 482-2726.NO RECEIPT WILL BE SENT UNLESS REQUESTED  
There will be a 3% Late Charge on any invoices 30 days past due.

FOR PROPER CREDIT, PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT



michigan municipal league

**MICHIGAN MUNICIPAL LEAGUE  
LIABILITY AND PROPERTY POOL**Member Name:  
City of Hartford

Mail to:

MML Liability and Property Pool  
PO BOX 712088  
CINCINNATI, OH 45271-2088Invoice #: 9106206  
Policy Term: 04/01/2023 - 04/01/2024  
Invoice Date: 3/7/2023  
Payment Due 4/1/2023

Payment Enclosed: \$ \_\_\_\_\_

**Roxann Isbrecht**

---

**From:** Sanya Vitale  
**Sent:** Tuesday, March 21, 2023 11:54 AM  
**To:** Roxann Isbrecht  
**Subject:** FW: Road Salt New Order

**Importance:** High

Respectfully,

Sanya Vitale, MPA  
City Manager  
City of Hartford

---

**From:** Hanesm@michigan.gov <Hanesm@michigan.gov>  
**Sent:** Tuesday, March 21, 2023 9:57 AM  
**To:** Sanya Vitale <citymanager@cityofhartfordmi.org>  
**Subject:** Road Salt New Order  
**Importance:** High

Thank you MANAGER HARTFORD for your order on: 03/21/2023, for the year: 2023/2024

Early Delivery: 50 tons  
Seasonal Backup > 50T: 150 tons  
Seasonal Backup < 50T: 0 tons

-- HARTFORD, CITY OF

-- At Drop Point: 200 Beechwood, Hartford, MI

**CITY OF HARTFORD  
FEE SCHEDULE**

<b>DESCRIPTION</b>	<b>CURRENT</b>	<b>PROPOSED</b>	<b>NOTE</b>	<b>RECEIPT'S CODE</b>
RUMMAGE PERMIT	\$5.00	\$5.00		RUMMG
BRUSH PERMIT	\$5.00	\$25.00	ONE TRIP	BRUSH
BRUSH PERMIT	\$15.00	\$75.00	FOUR TRIPS	BRUSH
BRUSH PERMIT	\$50.00	\$50.00	PICK UP	BRUSH
COPY FEE	\$0.20	\$1.00	PER/COPY	COPY
PROPERTY CARD COPY NON OWNER	\$5.00	\$5.00	PER/FILE	COPY
TX BILL COPIES - NON RESIDENT	\$5.00	\$5.00	PER/PARCEL	TXBILL
TX BILL COPIES - NON RESIDENT		\$25.00	6-10 PARCELS	TXBILL
TX BILL COPIES - NON RESIDENT		\$50.00	11+ PARCELS	TXBILL
TX BILL COPIES - RESIDENT	FREE	FREE		TXBILL
NOTARY FEE	\$5.00	\$10.00	PER/PAGE	NOTAR
NSF CHECK FEE	\$25.00	\$45.00		NSFFE
DELIQUENT ADMINISTRATION FEE	\$30.00	\$30.00		
BUILDING PERMITS	CHART	CHART		BUILD
ELECTRIC PERMIT	CHART	CHART		ELECT
MECHANICAL PERMIT	CHART	CHART		MECHA
RIGHT OF WAY PERMIT - ATTACHED	PER/JOB	PER/JOB		INVOICE
Medical Marijuana Application & Permit	\$5,000.00	\$5,000.00	Non-Refundable	INVOICE
Recreational Marijuana Application & Permit	\$5,000.00	\$5,000.00	Non-Refundable	INVOICE
ANNUAL RENEWAL	\$2,500.00	\$2,500.00	Non-Refundable	INVOICE
ANNUAL INSPECTION		\$1,000.00	Non-Refundable	INVOICE
SPECIAL EVENT APPLICATION		\$2,500.00	Non-Refundable	INVOICE
LATE APPLICATION		\$250.00	PER/DAY	INVOICE
FINGERPRINTING	\$25.00	\$35.00		FINGE
SERVING ARREST WARRANT PER/HR	\$10.00	\$35.00	OUT OF COUNTY	
POLICE REPORT	\$10.00	\$10.00		REPRT
BREATHALIZER TEST	\$10.00	\$20.00	non-City resident	
PEDDLER'S PERMIT	\$100.00	\$100.00	PER/DAY	PEDDL
PEDDLER'S PERMIT		\$400.00	PER/MONTH	
PEDDLERS PERMIT - ANNUAL	\$100.00	\$2,500.00	ANNUAL	
MOBILE FOOD TRUCK - ON CITY PROPERTY	\$150.00	\$300.00	ANNUAL	
MOBILE FOOD TRUCK - ON PRIVATE PROPERTY		\$150.00	ANNUAL	
MOBILE FOOD TRUCK - ON PRIVATE PROPERTY		\$25.00	PER/DAY	
FARM PRODUCE	\$25.00	\$25.00	PER/DAY	
ZONING ORDINANCE	\$50.00	\$50.00		
ZONING MAP	\$10.00	FREE		
COMPLETE SET OF ORDINANCE	\$150.00	\$150.00		
BOARD OF APPEALS	\$250.00	\$250.00		DBAPP
SITE PLAN REVIEW - COMMERICAL	\$1,500.00	\$2,000.00		
SITE PLAN REVIEW -SINGLE FAMILY	\$250.00	\$500.00		
SITE PLAN REIEW - MULTI FAMILY		\$2,000.00		
SITE PLAN REIEW - INDUSTRIAL		\$2,500.00		
SPLIT/COMBINE PARCEL REQUEST	\$150.00	\$50.00		
COMPLIANCE PERMIT		\$75.00	FENCE/SIDEWALK/DRIVEWAY/POOL	
SPECIAL LAND USE PERMIT		\$500.00		



**CITY OF HARTFORD  
FEE SCHEDULE**

VARIANCE APPLICATION		\$750.00		
REZONING APPLICATION		\$1,000.00		
SIGN PERMIT		\$25.00		
SIGN PERMIT 2-5		\$100.00		
SIGN PERMIT 6+		\$500.00		
Temporary Storage/Garbage Commercial	\$15.00	\$50.00		INVOICE
Temporary Storage/Garbage Residential	\$15.00	\$25.00		INVOICE
<hr/>				
NON HOMESTEAD RENTAL REGISTRATION	\$5.00	\$5.00	PER/UNIT	INVOICE
OCCUPANCY INSPECTION	\$45.00	\$45.00	PER/INSPECTION	INVOICE
VIOLATION OF NON COMPLIANCE	\$75.00	\$75.00	PER/INSPECTION	INVOICE
MISSED INSPECTION APPOINTMENT	\$20.00	\$25.00	PER/APPOINTMENT	INVOICE
OCCUPANCY OWNER OCCUPIED INSPECTION	\$45.00	\$45.00	Waived if inspection done by	INVOICE
<hr/>				
FOIA REQUESTS;RESEARCH	\$25.00	\$25.00	PER/HR	INVOICE
COPIES	\$5.00	\$5.00	1ST PAGE	INVOICE
	\$1.00	\$1.00	EACH ADDITIONAL PAG	INVOICE
<hr/>				
SPECIAL EVENT ELY PARK	FREE	\$100.00		INVOICE
<hr/>				
LAWN METERS	COST	COST		UB
UTILITY TURN ON FEE	\$15.00	\$25.00		UB
UTILITY TURN OFF FEE	\$15.00	\$25.00		UB
UTILITY TURN ON/OFF AFTER HOURS	\$100.00	\$125.00	4PM-7AM	UB
WATER CONNECTION (City)	\$500.00	\$500.00		UB
SEWER CONNECTION (City)	\$400.00	\$400.00		UB
WATER CONNECTION OUT OF DISTRICT	\$750.00	\$750.00		UB
SEWER CONNECTION OUT OF DISTRICT	\$600.00	\$600.00		UB
LAWN METER REPAIRS	\$25.00	\$50.00	PER/HR	UB
WATER LINE REPLACEMENT/INSTALLATION	\$25.00	\$50.00		INVOICE
SEWER LINE REPLACEMENT/INSTALLATION	\$25.00	\$50.00		INVOICE
METER CALIBRATION TESTS	\$10.00	\$100.00		UB
BULK WATER SALES--CONNECTION	\$50.00	\$100.00		INVOICE
BULK WATER SALES-WATER PER/1000GALLON	\$5.00	\$10.00	PER/1000 GALLONS	INVOICE
BULK WATER SALES - STAFF PER/HR		\$50.00	PER/HR	INVOICE
METERS WA/SW (residential)	COST	COST		UB
METERS WA/SW (Commercial)	COST	COST		UB

<u>BOARD</u>	CURRENT RATE		PROPOSED RATE		CURRENT RATE		PROPOSED RATE	
		CHAIR				MEMBER		
Board of Review/HOUR	\$	10.00	\$	15.00	\$	10.00	\$	13.00
Planning Commission/MEETING	\$	30.00	\$	50.00	\$	20.00	\$	40.00
Election Inspectors/HOUR	\$	13.00	\$	15.00	\$	11.00	\$	13.00

**City of Hartford**

# Memo

**To:** Mayor Hall  
**From:** Sanya Vitale  
**cc:** City Council  
**Date:** March 21, 2023  
**Re:** Two Meetings per Month

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Commissioners Sullivan and Danger have requested a discussion on having two business meetings per month.

The recommendations of the Clerk and City Manager are as follows:

1. Meetings occur on 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the month
2. Meetings occur at an earlier hour (5:30pm or 6:00pm for example)
3. Meetings should be business meetings so that the Council can take action and approve bills at each meeting

**!!ATTENTION!!**  
**THIS FORM IS NOW MANDATORY TO BE COMPLETED AND RETURNED TO THE EQUALIZATION DEPARTMENT. FAILURE TO RETURN THIS FORM COULD RESULT IN THE VAN BUREN COUNTY BOARD OF COMMISSIONERS NOT APPROVING YOUR MILLAGE RATES FOR TAX COLLECTION**

**VAN BUREN COUNTY**

**CHECK LIST FOR 2022 COUNTY APPORTIONMENT**

\* Form **must** be returned to the County Equalization Department **signed and completed with L-4029 form**

Our Tax Authority has completed the following steps as required by M.C.L. 211.24e ((Truth-in-Taxation)):

A Separate Truth-in-Taxation hearing is NOT necessary. Our Tax Authority complies with Section 16 of the Uniform Budgeting and Accounting Act.  
*Enter date your public hearing to adopt your budget was held \_\_\_\_\_*

Our Tax Authority is exempt from M.C.L. 211.24e because we levied 1 mill or less in the concluding tax year for operating purposes

Our Board of Commission or Council or Authority has met and adopted a resolution proposing an additional operating millage rate and proposing a hearing date.  
*Enter date the said resolution was adopted May 5, 2022*

Our Board of Commission or Council or Authority has published a hearing notice containing the proposed additional millage rate and percentage increase in operating revenue which would be generated from permitted ad valorem tax levies at least 6 days before the hearing date.  
*Enter date hearing notice was published May 12, 2022*

Our Board of Commission or Council or Authority held a Truth in Taxation public hearing pursuant to the hearing notice.  
*Enter date of Truth in Taxation public hearing May 19, 2022*

Our Board of Commission or Council or Authority has adopted a resolution adopting additional operating millage which does not exceed that which appeared in the hearing notice published at least 10 days earlier.  
*Enter date the said resolution was adopted May 23, 2022*

City of Hartford  
Taxing Jurisdiction (city, township, etc.)

Roy Ann Rodney Isbeck  
Clerk or Secretary

J. Daniels  
Chairperson, President or Supervisor

Dated this 26 day of May 2022



CITY OF HARTFORD
COUNTY OF VAN BUREN
STATE OF MICHIGAN
RESOLUTION 2023 - 007
DECERTIFICATION/VACATION OF W SOUTH STREET

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on March 27, 2023 at 7:30pm.

The following resolution was offered:

Moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

NOW, THEREFORE BE IT RESOLVED,

WHEREAS, The City of Hartford does wish to decertify/vacate a portion of W South Street and

WHEREAS, this decertification/vacation of W South Street is located between Mary Street and Pleasant Street at CSX Railroad Tracks for a total decertification/vacation length of 90 feet.

YEAS: Commissioners

NAYS: ABSENT:

RESOLUTION DECLARED ADOPTED

DATE: March 27, 2023

RoxAnn Rodney-Isbrecht, City Clerk

I RoxAnn Rodney-Isbrecht, Clerk for the City of Hartford, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the City Commission of the City of Hartford during a meeting held on March 27, 2023
Date:, 2023

RoxAnn Rodney-Isbrecht, City Clerk
City of Hartford 19 West Main Street, Hartford MI 49057



CITY OF HARTFORD
COUNTY OF VAN BUREN
STATE OF MICHIGAN
RESOLUTION 2023 - 008
DECERTIFICATION/VACATION OF W SHEPARD STREET

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on March 27, 2023 at 7:30pm.

The following resolution was offered:

Moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

NOW, THEREFORE BE IT RESOLVED,

WHEREAS, The City of Hartford does wish to decertify/vacate a portion of W Shepard Street and

WHEREAS, this decertification/vacation of W Shepard Street is located between Mary Street and Mechanics Street at CSX Railroad Tracks for a total decertification/vacation length of 90 feet.

YEAS: Commissioners

NAYS: ABSENT:

RESOLUTION DECLARED ADOPTED
DATE: March 27, 2023

RoxAnn Rodney-Isbrecht, City Clerk

I RoxAnn Rodney-Isbrecht, Clerk for the City of Hartford, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the City Commission of the City of Hartford during a meeting held on March 27, 2023
Date:, 2023

RoxAnn Rodney-Isbrecht, City Clerk
City of Hartford 19 West Main Street, Hartford MI 49057

CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
**Amendment to Code of Ordinances Section 52 SEWERS**  
**Section 52.08 RATES AND CHARGES.**

A. Rate/connection fee chart. **the city shall charge fees as set from time to time**

<b>Non-commercial</b>			
Meter Ready Service Charge	<del>\$17.00</del> <b>as set from time to time</b>	<del>\$5.92</del> <b>as set from time to time</b>	<del>\$7.83</del> <b>as set from time to time</b>
Per 1,000 Gal	<del>\$1.95</del> <b>as set from time to time</b>	<del>\$3.80</del> <b>as set from time to time</b>	
Non-metered		<del>\$62.50</del> <b>as set from time to time</b>	
<b>Commercial</b>			
First 2,000,000 per 1,000 Gal	<del>\$1.95</del> <b>as set from time to time</b>	<del>\$3.80</del> <b>as set from time to time</b>	
Over 2,000,000 per 1,000 Gal	<del>\$0.65</del> <b>as set from time to time</b>		
Inspection and/or Connection Fees	<del>\$500.00</del> <b>as set from time to time</b>	<del>\$400.00</del> <b>as set from time to time</b>	

- B. Deposits: If delinquent more than twice per calendar year, ~~\$150~~ **a fee as set from time to time**, and a lien will be placed on land owners property if total delinquent amount not paid.
- C. Shut-off charge: ~~\$15~~ **as set from time to time** plus time and materials.
- D. Turn-on **or Turn-off** charge: ~~\$15~~ **as set from time to time** and **the service** will only be turned on during normal work hours. **Emergency rates as set from time to time will apply to all requests received for turn on or shut off after 4:00PM EST and before 7:00AM EST.**
- E. Meter calibrations: No charge if meter is malfunctioning. ~~Ten dollars~~ **A fee as set from time to time** if meter is working properly.
- F. Transfer of service: Free one time per calendar year. ~~Ten dollars~~ **fee as set from time to time** each time thereafter per calendar year.
- G. The township or non-city rate for services is one and ½ times the city rate.

Ordinance amendment declared adopted upon publication.

The City of Hartford

\_\_\_\_\_  
RoxAnn Rodney-Isbrecht, Clerk

First Reading:            March 27, 2023  
Second Reading:  
Adopted:  
Published:

CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT  
FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
Amendment to Code of Ordinances **Section 94 SOIL WASTE AND FILL MATERIAL**

**Section 94.05 PERMIT FEE.**

Each application for a permit shall be accompanied by a fee ~~in the amount of \$3~~ **set by Council from time to time** for each acre or fraction, thereof described therein; provided, however, that the minimum fee shall be ~~\$30~~ **set by Council from time to time** and provided further that in the event that the permit is denied, the permit fee shall be refunded to the applicant.

Ordinance amendment declared adopted upon publication.

The City of Hartford

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RoxAnn Rodney-Isbrecht, Clerk

First Reading:            March 27, 2023  
Second Reading:  
Adopted:  
Published:



CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
Amendment to Code of Ordinances **Section 150 BUILDINGS AND BUILDING REGULATIONS**

**Section 150.52 Fees**

- (A) There will be a charge of ~~\$5 dollars~~ **as set by Council from time to time** for initial registration required under this subchapter; however, there shall be a ~~\$25~~ fee assessed for late registration **in an amount as set by Council from time to time.**
  
- (B) ~~No fees shall be charged by~~ **There will be a fee charged, as set by Council from time to time** for inspections contemplated by this subchapter to determine that any violations of this subchapter have been corrected by the owner or property manager; ~~however~~ There shall be a ~~\$75 to be assessed fee as set~~ **by Council from time to time** to be assessed against the property **and thereby** the property owner ~~or designated local property manager~~ for each additional inspection required because of violations not being corrected. Additional inspections shall mean inspections required after the initial and follow-up compliance inspections.

Ordinance amendment declared adopted upon publication.

The City of Hartford

\_\_\_\_\_  
RoxAnn Rodney-Isbrecht, Clerk

First Reading:            March 27, 2023  
Second Reading:  
Adopted:  
Published:

CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
Amendment to Ordinance no. 314-17

**AN ORDINANCE TO PERMIT AND REGULATE MOBILE FOOD VEHICLE VENDORS**

SECTION 4 License Required C.

C. Mobile Food Service Provider receiving a license under this ordinance shall pay ~~the annual fee of \$150.00 for the ready to eat food for individual and \$25.00 for Farm Produce~~ or as set from time to time by the City Commission.

Ordinance amendment declared adopted upon publication.

The City of Hartford

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RoxAnn Rodney-Isbrecht, Clerk

First Reading:            March 27, 2023  
Second Reading:  
Adopted:  
Published:

# Memo

**To:** Mayor Hall

**From:** Sanya Vitale

**cc:** City Council

**Date:** 3/21/23

**Re:** Marijuana Ordinance Update

---

As you are aware, the City of Hartford opted in to MRTMA and allows for marijuana vendors in the City. Upon reviewing the City's Ordinance and meeting with staff and local businesses, several things have come to light as follows:

1. Per the Ordinance and State law, there must be a fair and equitable competition for licenses when there are a limited number available. **(333.27959 Sect 9.4)**
  - This process is outlined in the City's Ordinance 320-2020
  - As such, the City is issuing a RFP for marijuana vendors to solicit vendors for available licenses.
2. Per the State law a marijuana establishment cannot be located within 1,000 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, unless a municipality adopts an ordinance that reduces this distance requirement **(333.27959 Sect 9.3.c)**
  - The City has been using a standard that includes other landmarks and distances that are not identified in the State law or in the City's Ordinance.
  - As the local standards are not identified in the City's Ordinance the areas where a marijuana establishment can locate has expanded unless the Council takes action to include this standard in the local ordinance.
3. Per the City's Ordinance, a grow facility can currently only be located in a light industrial zone. However, the City recently sold property to a grow facility that is located in a general industrial zone. Therefore, I am suggesting an Ordinance Amendment to allow this grower the opportunity to apply for a license at their current location.
4. Per the City's Ordinance, a Microbusiness is only allowed to apply for the standard Microbusiness application in Hartford. There is a new Class A Microbusiness application available through the State and potential vendors are requesting access to this type of license in Hartford.
  - Changes include (Section R. 420.105a):
  - 300 Plant Cap (was 150 plant cap previously)
  - A class A marijuana microbusiness may accept the transfer of marijuana plants only once upon licensure from a registered primary caregiver if the registered primary caregiver was an applicant for that class A marijuana microbusiness license.

- Purchase marihuana concentrate and marihuana-infused products from a licensed marihuana processor.
5. Per the City's Ordinance, Hartford has not limited marijuana services to indoor areas.
- As such I am recommending adding the following language to the Ordinance:  
*Unless otherwise allowed for through State and local ordinance, all activities of marihuana establishments or other regulated activity authorized by the Rules promulgated by the State, including, without limitation, the cultivating, growing, processing, displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted indoors and out of public view except those entities and/or events with an approved event permit by the State and City Council.*

CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
Amendment to Code of Ordinance **320 – 20 RECREATIONAL MARIHUANA LICENSING (MARTMA)**

**Section 5 A. Licensing of Marihuana Establishments**

**SECTION 5. Licensing of Marihuana Establishments**

A. The maximum number of each type of recreational marihuana establishment permitted in the City are as follows:

Facility	Number
Grower:	*Number Includes Permits Also Issued for Medical Marihuana Establishments
Class A – 500 Marihuana Plants	5*
Class B – 1000 Marihuana Plants	3*
Class C – 1500 Marihuana Plants	5*
Processor	5*
Secure Transporter	2*
Provisioning/Retail	4*
Safety Compliance Facility	2*
Marihuana Micro Business	1
Marihuana Establishment – Grower	As Defined By: MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (MRTMA) INITATED LAW 1 OF 2018 (THE “ACT”)
Marihuana Establishment – Excess Grower	
Marihuana Establishment - Processor	
Marihuana Establishment – Retailer	
Marihuana Establishment – Safety Compliance	
Marihuana Establishment – Secure Transporter	
Marihuana Establishment – Designated Consumption Center	
Marihuana Establishment - Microbusiness	As Defined As: A. A person holding a marihuana microbusiness license issued under the Act and Michigan Administrative Code R. 420.105. B. A person holding a Class A marihuana microbusiness license issued under Michigan Administrative Code R. 420.105a

1. All Growers are limited to the Light Industrialy **District and the General Industrial District** ~~zoned~~ properties according to the Zoning Map,

**Section 5. J 4. C. 1.**

**Indoor Operation/ No Drive Thru Service.**

1.—~~All business operations of an establishment or other regulated activity authorized by the Rules promulgated by the State must occur indoors.~~ Unless otherwise allowed for through State and local ordinance, all activities of marihuana establishments or other regulated activity authorized by the Rules promulgated by the State, including, without limitation, the cultivating, growing, processing, displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted indoors and out of public view except those entities and/or events with an approved event permit by the State and City Council.

Ordinance amendment declared adopted upon publication.

The City of Hartford

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RoxAnn Rodney-Isbrecht, Clerk

First Reading:            March 27, 2023

Second Reading:

Adopted:

Published:

CITY OF HARTFORD  
 COUNTY OF VAN BUREN  
 STATE OF MICHIGAN  
**PROPOSED AMENDMENT** to Code of Ordinances **Section 91 NUISANCES**  
**Section 91.15 – 91.17**  
**FIRST READING**

**ANTI BLIGHT ORDINANCE 304 – 07**

An ordinance to prevent, reduce or eliminate blight, blighting factors or causes of blight within the City of Hartford, Van Buren County, Michigan; to provide for the enforcement hereof; and to provide penalties for the violation hereof. Pursuant to the enacting authority therefore provided by Public Act 344 of 1945, as amended, the Blighted Area Rehabilitation Act (MCL 125.71, *et seq.*),

THE CITY OF HARTFORD ORDAINS:

**Section 1: Purpose**

Consistent with the letter and spirit of Public Act 344 of 1945, as amended, it is the purpose of this ordinance ~~chapter to prevent, reduce or eliminate blight or potential blight in the City of Hartford by the prevention or elimination of certain environmental causes of blight or blighting factors which exist or which may in the future exist in the City of Hartford.~~ **to prevent or eliminate certain causes of blight or blighting factors which exist or which may in the future exist in said City, in order to keep the properties within the City well maintained and to keep property values high.**

**Add Section: Intent.**

**It is the intent of these regulations to establish reasonable guidelines and standards concerning the storage of materials and/or vehicles on properties that, if not regulated, would have the potential to cause blight and devalue property. The exercise of these regulations in the City of Hartford shall give full consideration to the property's neighborhood environment, the intention of the landowner with respect to materials stored, the period of time that the storage is to be maintained, the zoning classification of the property, the environmental features of the property and adjoining properties, the impact on tourism, and in general, the impact on the character of the City of Hartford.**

**Section 2: Causes of Blight or Blighting Factors**

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blighted and undesirable neighborhoods. On and after the effective date of this ordinance, no person, firm or corporation of any kind shall maintain or permit to be maintained any of these causes of blight or blighting factors upon any property in the City of Hartford owned, leased, rented or occupied by such person, firm or corporation.

~~A \_\_\_\_\_ In any area zoned for residential purposes, the storage upon any property of junk automobiles, except in a completely enclosed building. For the purpose of this ordinance, the term "junk automobiles" shall include any motor vehicle which is not licensed for use upon the highways of the State of Michigan, and shall also include, whether so licensed or not, any motor vehicle which is inoperative.~~ **Junk automobiles. No person shall park or store, or knowingly allow another person to park or store for a period of more than 14 days, one or more dismantled, partially dismantled or inoperable motor vehicle(s) outside a fully enclosed building such that the dismantled, partially dismantled, or inoperable motor vehicle can be seen from any public street or seen from adjoining land owned by another person. For the purpose of this chapter, the term "junk automobiles" shall**

include any motor vehicle which does not have a valid license plate for use upon public roads and shall also include, whether licensed or not, any motor vehicle which is inoperative for a period of one month or longer.

~~B. In any area zoned for residential purposes, unless approved by the City, the storage of any building materials other than in a completely enclosed building. Building materials shall include but shall not be limited to lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, steel, or any other materials commonly used in constructing any structure. This definition shall not apply to building materials temporarily on a site when there is in force a valid building permit.~~ **Automobile parts, equipment, and machinery.** The storage upon any property of any automobile parts; equipment or machinery in disrepair; boats or trailers in disrepair; parts of machinery or motor vehicles; unused, dilapidated, unlicensed or disassembled snowmobile(s); ATV, farm tractor, lawn tractor, trailer or semi-trailer; motorcycle except to the extent such items are kept in a completely enclosed building; such that the dismantled, partially dismantled, or inoperable motor vehicle can be seen from any public highway or seen from adjoining land owned by another person.

~~C. In any area, the storage or accumulation of junk, trash, rubbish or refuse of any kind, except domestic refuse stored in such a manner as not to create a nuisance for a period not to exceed ten (10) days. The term "junk" shall include, but is not limited to: parts of machinery or motor vehicles; unused, dilapidated, unlicensed or disassembled snowmobile, ATV, farm tractor, lawn tractor, trailer or semi trailer, motorcycle; unused stoves or other appliances stored in the open; remnants of wood, metal or any other material or other cast-off material of any kind whether or not the same could be put to any reasonable use.~~ **Building materials.** The storage upon any property, of building materials, unless there is in force a valid building permit issued for construction upon said property and said materials are intended for use in connection with such construction. Building materials shall include but not be limited to lumber, bricks, concrete, cement, cinder blocks, plumbing and drainage materials, electrical wiring or heating ducts or equipment, roofing materials, builder's hardware, or any other materials made to be used in constructing any structure. Neatly piled building materials, however, may be stored on property on a 6-month basis, if the City Ordinance Enforcement Officer determines in writing:

- 1) That the materials, as stored, will not be unsightly or cause blight; and
- 2) How long such materials can be stored at such property.

~~D. In any area, the existence of any structure or part of any structure which, because of fire, wind or other natural disaster, or physical deterioration is no longer habitable, if a dwelling, nor useful for any other purpose of which it may have been intended, or as may be prohibited by the Michigan Building Code.~~ **Junk, trash and rubbish.** The storage or accumulation of junk, trash, rubbish or refuse of any kind, except in a completely enclosed building or completely shielded from view from adjoining properties or a public road by means of one or more of the following which has been approved by the City: plantings, natural vegetation, topography or structure approved by the City.

The term "garbage" means organic refuse or rejected food wastes in the form of putrescible animal, poultry, fish, fruit or vegetable wastes resulting from the handling, preparation, cooking or consumption of foods, including animal, poultry or fish carcasses or parts thereof.

The term "junk" shall include but not be limited to stoves, refrigerators or other appliances, rubble, used building materials, waste from razed structures, trees and tree stumps, remnants of wood (except firewood neatly stacked and those materials approved by the City Manager or City Ordinance Enforcement Officer), metal or other cast off or scrap materials of any kind stored in the open, whether or not such materials could be put to any reasonable use.

The term "rubbish" or "trash" means nonputrescible solid waste, consisting of either combustible and/or noncombustible materials, of the following types:

- (1) Ashes. The residue left from burning of paper, leaves, wood, coal or other combustible materials.



- (2) Household. Materials used or accumulated in the operation or maintenance of a household which are customarily discarded after use, including but not limited to newspapers, magazines, books, wrappings, cartons, boxes, crates, rags, or sweepings, or materials which are customarily discarded after becoming unusable due to wear or damage, such as clothing, bedding, floor coverings, wallpaper, or articles of metal, plastic, cloth or leather.
- (3) Kitchen. Food containers or wrappings (whether damaged or undamaged) including but not limited to cans, bottles, jars, glass, crockery, bags, sacks or plastics, or paper, plastic, wood, or metal cartons or boxes, or other similar or like articles or materials.
- (4) Personal. Articles or materials used for medical or hygienic purposes or for infant care.
- (5) Yard. The products of vegetation grown on a property, or which are brought onto a property, including but not limited to grass clippings, weeds, leaves, plants, tree branches, clippings from shrubs, bushes or hedges, or roots and stumps.

~~E~~ In any area, the existence of any vacant dwelling, garage or other out building unless such buildings are kept securely locked, windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals, or other unauthorized persons. **Incomplete building.** The existence of any partially completed structure, unless such structure is in the course of construction or demolition in accordance with a valid existing building or demolition permit.

~~F~~ In any area, the existence of any partially completed structure unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the City and unless such construction is completed within a reasonable time. **Damaged or unused buildings.** The existence of any structure or part of any structure which because of fire, wind, natural disaster, or physical deterioration, which in the judgment of the City Building Inspector is an unusable structure as defined in the International Property Maintenance Code and is no longer habitable as a dwelling or useful for any other purpose for which it may have been intended.

ADD:

**G. Dangerous buildings.** The existence of any structure which has one or more of the following characteristics:

- (1) The building is damaged such that the structural strength or stability is appreciably less than before damage and does not meet minimum requirements of the International Property Maintenance Code.
- (2) The building or part of the building is likely to fall, become detached, dislodged or collapse and injure persons or damage property.
- (3) Part of the building has settled to the extent that the walls have materially less resistance to wind than new construction.
- (4) The building is manifestly unsafe for the purpose for which it is intended to be used.
- (5) The building is damaged and deteriorated and it has become an attractive nuisance for children, vagrants, or a place for committing nuisance or unlawful activity.
- (6) The building is in a condition that is unsanitary or unfit for human habitation and is in a condition that is likely to cause sickness or injure the safety, health or general welfare of people living or doing business in the structure.
- (7) Any building which is defined as a "dangerous building" under the State Construction Code or the International Property Maintenance Code.

**H. Residence in a travel trailer.** The occupancy of travel trailers, mobile homes, campers, or recreational vehicles for more than 72 hours as a temporary dwelling is prohibited except in designated camping areas.

**I. Dumping of household rubbish and storage of trash receptacles.** No person, firm, or corporation shall store, dump, or cause to be dumped any garbage, tin or aluminum cans, household refuse, papers, or waste materials of any kind or description in or on any land, public or private. The storage or dumping of garbage anywhere in the City is expressly prohibited as a menace to the public health. The dumping of brush and tree

limbs at the City's Wastewater Treatment Facility is only allowed by permit during regular operation hours. Any dumping without a permit and/or outside of the stated operational hours is expressly prohibited.

**J. Dumping of rubble, building materials, and related items.** The dumping of rubble, used building materials, waste from razed structures, trees and tree stumps, is expressly prohibited on any public or private land including the City's Wastewater Treatment Facility; provided, however, that nothing in this section shall preclude the use of such materials for fill or in approved sites for the purposes of preventing erosion.

**K. Screening of dumpsters.** Self-unloading trash receptacles (defined as "dumpsters") shall only be permitted in multifamily, commercial and industrial districts, provided that the same are of substantial construction and designed to prevent the scattering of materials stored therein. All requests for a self-unloading trash receptacles in other districts must comply with Section 50.18 of the City's Code of Ordinances.

**L. Open burning prohibited.** Open burning not otherwise allowed by City Ordinance is prohibited within the City of Hartford.

### Section 3: Enforcement and Penalties

~~A This ordinance shall be enforced by such persons who shall be so designated by the City Council. This chapter shall be enforced by the Ordinance Enforcement Officer or City police officers, acting under the authority of the City Manager, or by any other official designated by the City Commission.~~

~~B The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in Section 2 hereof is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within ten (10) days after service of the notice upon him or her. Such notice may be served personally, by first class mail postage prepaid, or by posting the notice in a conspicuous place on the property. Additional time may be granted by the enforcement officer where bonafide efforts to remove or eliminate such causes of blight or blighting factors are in progress.~~ A violation of this chapter is a municipal civil infraction, for which the fine shall be not less than \$150 and not more than \$500, in addition to all other costs, damages, expenses, and other fees and remedies provided or allowed by law. Each day that a violation occurs shall be considered a separate violation.

~~C Failure by the owner and/or occupant to comply with terms of the notice required by Section 3(B) within the time allowed shall constitute a violation of this ordinance. The issuance of a citation for a municipal civil infraction shall not in any way limit the City from seeking enforcement of this chapter in any other manner, including, but not limited to, an action to abate any nuisance created by a violation of this chapter and to recover any costs, expenses, damages, and fees, including attorney fees, that may be permitted or allowed by law in connection with such abatement and the enforcement of this chapter.~~

~~D Violation of this ordinance shall be a misdemeanor which shall be punishable upon conviction thereof by a fine not exceeding Five Hundred Dollars (\$500.00) or by imprisonment not exceeding Ninety Three (93) days or by both such fine and imprisonment in the discretion of the Court of competent jurisdiction. In the event that the City requests to enter onto the property and abate the nuisance, the City shall be authorized to have the expenses of such abatement be certified in writing by the City Treasurer and added to the next tax bill of the violating property.~~

**E. Injunctive Relief.** The foregoing penalties shall not prohibit the City from seeking injunctive relief against a violator, or such other appropriate relief as may be provided by law. Costs of prosecution and/or enforcement and/or repair, alteration, razing may be assessed to anyone, jointly and severally, in violation thereof. Said costs may be added to the tax roll of the defendant as a special assessment.

F Cost Recovery. That in addition to all other penalties, the City of Hartford may bring an action for costs of enforcement and prosecution expense upon any person(s), corporation(s) and/or firm(s) that have violated the City’s Ordinances. The cost of enforcement and prosecution shall be the actual amount of attorney fees and out-of-pocket expense for enforcement of the ordinance. An itemized list of fees and costs shall be given under oath and shall be prime facia evidence of the fees and costs.

**ADD Section: Severability.**

This chapter and its various sections, subsections, sentences, phrases, and clauses are severable. If any section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid, the remainder of this chapter shall not be affected thereby.

**Section 3: Repeal**

~~(1) Any and all anti blight ordinances previously adopted by The City of Hartford, as amended, are hereby repealed.~~

~~(2) All ordinances or provisions of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.~~ All prior blight ordinances and any other ordinances or parts thereof that are in conflict in whole or in part with any provisions of this chapter as of its effective date are hereby repealed, but only to the extent that there is a direct conflict.

**Section 4: Effective Date and Adoption**

This ordinance amendment shall become effective upon its publication.

The City of Hartford

\_\_\_\_\_  
RoxAnn Rodney-Isbrecht, Clerk

First Reading: March 27, 2023  
Second Reading:  
Adopted:  
Published:

CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**SECOND READING**

**THE CITY OF HARTFORD ORDAINS:**  
Amendment to Code of Ordinances 10.99 GENERAL PENALTY

(A) Penalties in general,

(1) Whenever in this code or in any rule or regulation adopted under this code an act is prohibited or is made or declared to be unlawful or an offense is a misdemeanor, or wherever in the code or rule or regulation the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any provision of this code or rule or regulation shall be punishable by a fine of not more than \$500 and costs of prosecution, or by imprisonment of not more than ~~90~~ 93 days, or by both the fine and imprisonment.

(C) General penalties and sanctions for violations; continuing violations.

(2) The penalty for a misdemeanor violation shall be a fine not exceeding \$500 plus costs of prosecution, or imprisonment not exceeding ~~90~~ 93 days, or both, unless a specific penalty is otherwise provided for the violation by this code or ordinance.

(5) (b) The fine for any second repeat offense shall be not less than ~~\$250~~ \$500 plus costs.

Ordinance amendment declared adopted upon publication.

The City of Hartford

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RoxAnn Rodney-Isbrecht, Clerk

First Reading: March 27, 2023

Second Reading:

Adopted:

Published:

CITY OF HARTFORD  
 COUNTY OF VAN BUREN  
 STATE OF MICHIGAN

**PROPOSED ORDINANCE No. 322 - 2023**

**AN ORDINANCE TO REQUIRE LIQUOR LICENSES AND PERMITS**

*State Law reference— Local recommendations on issuance or revocation of alcoholic liquor licenses, MCL 436.1501.*

THE CITY OF HARTFORD, VAN BUREN COUNTY, MICHIGAN, HEREBY ORDAINS:

**Section 1. Applications; Contents; Fees.**

- A. Whenever a person, partnership, or corporation which is in the process of obtaining a license or related permit to the Michigan Liquor Control Commission to sell alcoholic liquors requests approval from the city for the issuance of the license or permit from the state liquor control commission, the person, partnership, or corporation shall file a formal application for approval with the city clerk.
- B. The initial application for a local liquor license or permit to be filed with the city clerk shall contain the following information:
1. The name, age, and address of the applicant in the case of an individual; or, in the case of a partnership, the persons entitled to share in the profits thereof; in the case of a corporation, the names and addresses of the officers, directors, and shareholders.
  2. The location and description of the premises or place of business which is to be operated under such license.
  3. Type of license, permit, or alcoholic liquor-related approval desired, the type of establishment proposed, and for on-premises licenses, include the type of location and seating capacity.
  4. A statement whether applicant has made application for a similar or other license on premises other than described in this application, and the disposition of such application.
  5. A statement that applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this article or the laws of the state.
  6. A statement that the applicant will not violate any of the laws of the state or of the United States or any ordinances of the city in the conduct of its business.
  7. A plan of operation that contains an operational statement outlining the proposed manner in which the establishment will be operated, including, but not limited to, the format, schedule of the hours of operation, crowd control, security, alcohol management, use of the facilities, plan for interior use and layout (including the location of any bar and the number of bar seats), and any other pertinent information as requested by the City.
  8. The application shall be accompanied by building and plat plans showing the entire structure and premises and in particular the specific areas where the license is to be utilized. The plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities and where appropriate, adequate plans for screening, noise control and ADA compliance. The premises at

which the license is to be located shall be inspected by the appropriate city official prior to the public hearing set forth in Section 2. The premises shall comply with all ordinances of the city.

- C. In addition to the items outlined in Section 1B, applications for Outdoor Service must include the signed and dated Liquor Control Commission Form 204 Outdoor Service Permanent Permission Application and all required attachments.
- D. Along with the application, the applicant shall pay a processing fee which shall be set by the City Commission by resolution from time to time.

## Section 2. **Public Hearing; Approval.**

The city clerk shall set a date for a public hearing before the City Commission at which time comments can be received from the general public in regard to the application or permit and at which time the application or its agents can be questioned by the council. The city clerk shall cause notice of the hearing to be published in a local newspaper in general circulation in the city at least five business days prior to the hearing. Approval of the application or permit shall be by a majority of the council.

## Section 3. **Refusal To Approval.**

If the City Commission refuses to approve the application or permit, the applicant shall be advised in writing and shall be advised as to the basis for the refusal.

## Section 4. **Annual License and Permit Review.**

- A. The City Commission may undertake a review of any license or permit for the purpose of making a recommendation to the Michigan Liquor Control Commission regarding renewal of said license or permit. The Commission shall consider whether a licensed establishment has been operated in a manner consistent with the provisions of this article and all other applicable laws and regulations of the City of Hartford and the State of Michigan.
- B. Each year, the City Manager shall cause an investigation to be made relative to each existing on-premises licensed establishment. The investigation shall include, but not be limited to, the following:
  - 1. An inspection of the premises to determine whether the licensee is in compliance with all applicable City and state codes.
  - 2. An inspection of the premises to determine whether the licensee is in compliance with the license itself, its approved permits and plan of operation, as well as any conditions imposed by the City or the Michigan Liquor Control Commission or representations made by the licensee at the time of issuance or transfer of the license.
  - 3. An inspection to determine the general condition of the premises, both interior and exterior.
  - 4. An inspection of City records to determine whether all taxes and other monies due the City are timely paid. An inspection of police files or other sources of information to determine total calls for service and whether any activity in connection with the licensed premise is in violation of the law, disturbs the public peace and tranquility,

constitutes a nuisance, or contributes to the disruption of the normal activities of those in the neighborhood of the licensed premises.

5. A review of the operation of the licensed establishment to determine whether the business is being operated in compliance with any and all representations made by the licensee to the City or the City Commission.

**Section 5. Standards and Guidelines For Objection To Renewal Of Or Request For Revocation To State Liquor Control Commission.**

The City Commission may object to the annual renewal of the license or permit by the state liquor control commission or may request that the license be revoked upon a determination based on a preponderance of the evidence presented at the public hearing described hereafter, that any of the following exist:

1. Violation of any law of the state or United States, or violation of any ordinance of the city.
2. Maintaining of a nuisance upon the premises, including, but not limited to, any of the following:
  - a) A pattern of patron conduct in the neighborhood of the licensed establishment which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood.
  - b) Entertainment which disturbs the peace, order, and tranquility of the neighborhood.
3. Making a false or fraudulent statement or answer in the application described in section 1.
4. Nonpayment of real property taxes and/or personal property taxes as such taxes come due.

**Section 6. Public Hearing.**

The public hearing referenced in section 5 shall be conducted by the City Commission as a whole at a regular or special meeting. The city clerk shall serve the license holder, by first class mail, mailed not less than ten days prior to the public hearing, which notice shall contain the following information:

1. Notice of proposed action;
2. Date, time, and location of the public hearing;
3. A detailed statement as to the reasons for the proposed action citing specific standards and guidelines the licensee has not complied with or has otherwise violated;
4. A statement as to the licensee's rights at the hearing, including the opportunity to defend against the allegations by confronting any adverse witness and by presenting witnesses, evidence, and arguments;
5. A statement that the licensee has the right to be represented by an attorney.

**Section 7. Procedure At Public Hearing; Findings and Determination; Notification.**

- A. At the public hearing the mayor shall act as the presiding official. The city representative shall present witnesses and evidence in support of the proposed action; the witnesses called by or on behalf of the city may be cross examined by the licensee or the licensee's attorney. The licensee shall thereafter present any witnesses, evidence or argument against the proposed action; the city representative may thereafter cross examine the licensee's witnesses. Any individual councilmember may question witnesses called by either the licensee or the city. There shall be an opportunity for comments from the general public.
- B. Following the public hearing the City Commission shall make specific findings of fact and determinations in regard to the proposed action.
- C. If the City Commission passes a resolution to request that the license or permit not be renewed by the state liquor control commission or to have the license or permit revoked, a certified copy of the resolution and a certified copy of the separate statement of findings and determinations shall be delivered to the licensee and to the state liquor control commission.

This Ordinance shall become effective upon publication as required by law.

Motion by Commissioner \_\_\_\_\_ supported by Commissioner \_\_\_\_\_, to adopt the resolution.

Ayes: Commissioners'  
 Nays: Commissioners'  
 Absent:

Resolution declared adopted:

The City of Hartford

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RoxAnn Rodney-Isbrecht, Clerk

First Reading: March 27, 2023  
 Second Reading:  
 Adopted:  
 Published:



CITY OF HARTFORD  
 COUNTY OF VAN BUREN  
 STATE OF MICHIGAN

**PROPOSED  
 FIRST READING**

**ORDINANCE No. 323 – 2023**

**AN ORDINANCE TO ESTABLISH A CODE OF CONDUCT & ETHICS**

THE CITY OF HARTFORD, VAN BUREN COUNTY, MICHIGAN, HEREBY ORDAINS:

**Section 1. Intent and Purpose**

The purpose of this Code is to establish standards of conduct for all City elected or appointed officers, board and commission members, and employees of the City (except those employees subject to a collective bargaining agreement (hereinafter "Covered Individual(s)"). This Code shall be interpreted and enforced so as to avoid even the appearance of impropriety by the Covered Individual or the City. All Covered Individuals have a fiduciary duty of care to the City and additional duties under Michigan law and City Ordinance. These duties require Covered Individuals to faithfully pursue the interests of the City, rather than individual financial or other interests or the interests of another person, business entity or organization.

As such, each Covered Individual shall have the fiduciary duty to be attentive to the City's activities and finances. Covered Individuals shall oversee the way in which the City's funds, assets and affairs are disposed of and managed. The fiduciary duty includes attending, being prepared for and participating in all meetings; reading and understanding financial statements and reports; asking appropriate questions, and exercising sound judgment. Breach of any duty under this Code may subject the Covered Individual to the sanctions set out in this Code and other financial or legal consequences.

**Section 2. Definitions**

As used in this Code, the words or phrases below shall have the following meanings:

**"Business Entity"**: Any corporation, company, limited liability company, foreign or domestic corporation or company, partnership, sole proprietorship, joint venture, unincorporated entity or association, social organization, or any form of commercial or business entity.

**"City"**: The City of Hartford, a municipal corporation organized and operated under the laws of the State of Michigan.

**"Commercial Benefit"**: Any contract, permit, license, business engagement, agreement, profit, sale of products or services, collection of or entitlement to current or future payments of money or any exchange of value or barter that, directly or indirectly, in any way benefits any Business Entity, including any Business Entity doing business with the City or within the boundaries of the City or gives any Business Entity a competitive advantage over any competing Business Entity.

**"Commission"**: The Commission of the City of Hartford.

**"Confidential Information"**: Any information that has been obtained by or is in the possession of a Covered Individual in the course of his or her duties for the City, which is exempt from disclosure to the public pursuant to the Michigan Freedom of Information Act, MCLA § 15.231 et seq., as amended, or pursuant to other privileges, privacy requirements, law, regulation, or policy.

**"Decision"**: A deliberation, review or consideration of, determination, action, advice, vote, or other disposition upon an ordinance, a motion, proposal, recommendation, resolution or any other City action.

**"Gift"**: Except as otherwise provided in this Code and regardless of value, any gratuity, discount, entertainment, hospitality, loan, forbearance, property or other tangible or intangible item having any monetary value including, but not limited to, cash, jewelry, food and drink, travel, lodging, and honoraria for speaking engagements, any of which are related to or attributable to an individual's status as a Covered Individual.

**"Immediate Family"**

- A. A Covered Individual's spouse, significant other, civil union partner or domestic partner;
- B. A Covered Individual's relatives by marriage, lineal descent or adoption, including but not limited to grandparents, parents, aunts, uncles, nieces or nephews, cousins, siblings, children, step-children, and grandchildren.
- C. An individual claimed by a Covered Individual or the Covered Individual's spouse, significant other, civil union partner, or domestic partner as a dependent under on any tax return filed under federal or state tax law.

**"Ownership Interest"**: A direct or indirect financial, ownership or pecuniary interest that a Covered Individual currently has or will have in:

- A. Any Business Entity in which the Covered Individual or a member of his or her Immediate Family is currently or will be an officer, executive, manager, partner, shareholder, director, member, employee, or agent;
- B. Any Business Entity in which the Covered Individual or a member of his or her immediate family controls or will control, or directly or indirectly owns or will own, any stock, membership, investment interest, ownership, or partnership interest, regardless of value; or
- C. Any person or Business Entity with which the Covered Individual currently has or will have any oral or written contract, employment contract, agency contract, a sales or purchaser relationship, or any commercial or employment relationship of any kind whatsoever.

**"Private Gain"**: A Covered Individual's use of any City resources, including but not limited to the City's equipment, computers, copiers/printers, facilities, supplies, or staff, which results in or is intended to result in gain or benefit of any kind for the Covered Individual. Also, any benefit which is accepted or received by a Covered Individual, or is reasonably perceived to be accepted by a Covered Individual, as payment, remuneration or a reward for the purpose of influencing a Covered Individual's decision or vote in a specific matter or for refraining from a decision, vote or the performance of an official action in a specific matter, or as an inducement for the Covered Individual to act in favor of some interest other than the public interest. Unless

this standard is violated, the following types of benefits, monetary payments or reimbursements, gifts, or awards may be received by a Covered Individual:

- A. Payment of salary, compensation, or benefits to the from the City, or the payment of salary, compensation, or benefits to the Covered Individual by an employer or Business Entity other than the City pursuant to a contract or agreement where the payment is unrelated to the Covered Individual's elected or appointed position with the City;
- B. Authorized reimbursement by the City for actual and necessary expenses incurred by the Covered Individual in the course of City related business;
- C. Fees, expenses, or income, including those resulting from outside employment, which are permitted to be earned by, or reimbursed to, the Covered Individual in accordance with Michigan law, City ordinance, policies, rules, and/or regulations;
- D. Campaign or political contributions that are made and reported by the Covered Individual in accordance with Michigan law;
- E. Admission or registration fees, travel expenses, entertainment, meals, or refreshments of a value of \$100.00 or less that are furnished to a Covered Individual by the sponsor of an event, appearance, or ceremony which is related to official City business in connection with such an event, appearance, or ceremony and to which one or more members of the public are invited, or that are furnished to a Covered Individual in connection with a speaking engagement, teaching, or the provision of assistance to an organization or another governmental entity, provided the City does not compensate or reimburse the Covered Individual for admission or registration fees, travel expenses, entertainment, meals, refreshments, costs or expenses for the same activity;
- F. Admission, of \$100.00 or less value, to a charitable or civic event to which a Covered Individual is invited in his or her official capacity where any admission required of all persons attending the event is waived or paid for by a party other than the City;
- G. An award of \$100.00 or less value publicly presented to a Covered Individual by an individual or a nongovernmental entity or organization in recognition of public service, acts of heroism, or crime solving;
- H. An award, gift, or other token of recognition of \$100.00 or less value presented to the Covered Individual by representatives of a governmental body or political subdivision who are acting in their official capacities;
- I. A gift received from a Covered Individual's Immediate Family member, provided that the relative or immediate family member is not acting as a third party's intermediary or an agent in an attempt to circumvent this Code;
- J. A registration fee for a seminar or other informational conference that a Covered Individual attends in a capacity other than as a speaker, panelist, or moderator, where such registration fee that is charged for the Covered Individual's attendance is waived or paid for by a party other than the City;
- K. Expenses or gratuities, including but not limited to admission fees, lodging, meals, or

transportation, that are paid for the Covered Individual and are related to the Covered Individual's participation at a seminar, conference, speaking engagement, or presentation in his or her official capacity as a speaker, panelist, or moderator where such expenses are waived or paid for by a party other than the City, provided that, within ten (10) business days after the conclusion of the seminar, conference, speaking engagement, or presentation, the Covered Individual files with the Commission a statement which contains the following information for each expense that is paid for or waived or for each gratuity that is provided:

- (1) A description of the expense or the gratuity;
- (2) The amount of the expense or the gratuity;
- (3) The date that the expense was incurred, or that the gratuity was received;
- (4) The date that the expense was paid or waived, or that the gratuity was received; and
- (5) The name and address of the party that paid or waived the expense or provided the gratuity;

L. Meals or beverages of \$100.00 or less value provided to a Covered Individual by an individual or a nongovernmental organization during a meeting related to City business;

M. Anything of any value presented to or received by a Covered Individual on behalf of the City where the thing of value is offered to, and accepted by, the City;

N. Complimentary single copies of trade publications, books, reports, pamphlets, calendars, periodicals, or other informational materials that are received by a Covered Individual;

O. Compensation paid to a Covered Individual for a published work that did not involve the use of the City's time, equipment, computers, printer/copiers, facilities, supplies, staff, or other resources and where the payment is arranged or paid for by the publisher of the work; or

P. Receipt of a devise, bequest, or inheritance by a Covered Individual.

**"Relative":** A person who is related to the Covered Individual as spouse, domestic partner, civil union partner, or as any of the following, whether by marriage, blood, or adoption: parent, child, brother, sister, uncle, aunt, cousin, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law.

### Section 3. **Standards of Conduct**

#### A. Gift Ban.

Except as permitted by this Code, no Covered Individual shall intentionally solicit or accept any gift, regardless of value, from any individual or Business Entity that: (1) is seeking official action by a Covered Individual or by a public official or employee working at the direction of a Covered Individual; (2) is currently doing business or seeking to do business with the City; or (3) has interests that may be affected in any way by the performance or nonperformance of the official duties of a Covered Individual.

#### B. Conflicts of Interest.

(1) A Covered Individual shall not intentionally take or refrain from taking any action, vote or decision, or induce or attempt to induce any other Covered Individual or employee to take or refrain from taking any action, vote or decision on any matter pending before the City that would result in a Private Gain or Commercial Benefit for any of the following:

- (a) The Covered Individual;
- (b) A member of the Covered Individual's Immediate Family;
- (c) The Covered Individual's employer;
- (d) Any Business Entity in which the Covered Individual, a member of the Covered Individual's Immediate Family has or will have an Ownership Interest, financial, equity or ownership interest; or
- (e) Any Business Entity with which the Covered Individual, the Covered Individual's Immediate Family is negotiating for or seeking employment or any other business, professional relationship, private gain or Commercial Benefit.

(2) A Covered Individual must inform herself/himself of any ownership interest or investment in any City customer, patron, franchisee, vendor, or product/service supplier that could or does create a conflict of interest under this Code. A Covered Individual must avoid personal interests, Ownership Interests and investments that influence the objectivity or independence of their judgment or conduct in carrying out their duties and responsibilities. Covered Individuals must disqualify themselves from any deliberations, decision-making, or action on behalf of the City regarding such transactions.

(3) A Covered Individual who, either directly or through the City, deals with City vendors, customers, franchisees, suppliers, banks, insurance companies, investment companies, finance companies, or other financial institutions or service providers in the course of performing any duties on behalf of the City must not use their position as a Covered Individual to influence the terms on which they transact personal business with such vendors, customers, franchisees, suppliers, banks, insurance companies, investment companies, financial institutions or service providers.

(4) A Covered Individual who is aware or reasonably should be aware that he or she has a conflict of interest under this Code shall disclose the conflict on the public record, abstain from deliberating, voting or making any decision on a related matter, and refrain from making statements which may influence the votes of other Covered Individuals on the matter.

#### C. Compliance with Other Standards.

A Covered Individual shall comply with the letter and spirit of all applicable local, state and federal laws, and the standards set forth in this Code and any additional ethical standards set forth by organizations relevant to the particular profession(s) of a Covered Individual. In case of any conflict or inconsistency between this Code and any other relevant ethical standards or laws, a Covered Individual shall comply with the more stringent standards in order to ensure the highest

level of integrity.

#### D. Disclosure.

Within 30 calendar days of the effective date of this Code, all Covered Individuals shall complete and file a written disclosure with the City Commission identifying any violations of this Code or direct or indirect Ownership Interest in any Business Entity or any ownership interest that the Covered Individual expects to have. At any time after the effective date of this Code, each Covered Individual shall file a required written dated disclosure with the City Commission within thirty (30) calendar days of election, employment or appointment or within thirty (30) calendar days after a violation of this Code or Ownership Interest or arises. The City Manager shall serve copies of all such disclosures to all members of the City Commission immediately upon receipt of a disclosure.

#### E. Impartiality.

A Covered Individual shall treat all members of the public with professional courtesy, impartiality, fairness, and equality.

#### F. Improper Use of Position.

A Covered Individual shall not use or attempt to use his or her position to secure, request, or grant any privilege, exemption, advantage, or preferential treatment for himself or herself, an Immediate Family member, or any other person or business entity. A Covered Individual shall not act as an agent, attorney, representative or advocate (whether compensated or not compensated) for another person, Immediate Family member or Business Entity in any matter pending before the City or any current or future business proposal of any nature.

#### G. Incompatible Employment.

A Covered Individual shall not engage in employment, or render services, for a public or private interest or Business Entity where such employment or service is incompatible or in conflict with the proper discharge or performance of the Covered Individual's duties and responsibilities, or where such employment or service can be reasonably expected to impair the Covered Individual's independence of judgment or action in the discharge of his or her official duties and responsibilities.

#### H. Nepotism.

A Covered Individual shall not cause the employment or any favorable employment action as to any member of the Covered Individual's Immediate Family or participate in any employment decision regarding a member of his or her Immediate Family or relative. This section shall not prohibit a Covered Individual from recommending or approving a comprehensive City budget for all employees that includes compensation or fringe benefits for an Immediate Family member.

### I. Political Activity.

A Covered Individual shall not use any City equipment, computers, printer/copiers, facilities, supplies, or staff for his or her own political benefit, to seek any elective or appointive office, or for the political benefit of any other person seeking elective or appointive office, other than the use of property or facilities made available to the general public on an equal basis for fair market value and payment.

### J. Confidential Information.

(1) A Covered Individual shall not knowingly use Confidential Information for actual or anticipated political purposes, personal gain or for the actual or anticipated personal gain of any other person, Immediate Family or Business Entity.

(2) A Covered Individual shall not knowingly disclose to any person or business entity any confidential information that is acquired in the course of his or her position with the City, including but not limited to employee personnel file or medical information or information provided, obtained, or discussed in a closed session of the Commission.

### K. Public property and personnel.

Except as provided by law, a Covered Individual shall not, directly or indirectly, use, attempt to use, or permit another to use any City equipment, facilities, supplies, or staff for private gain, commercial gain or Commercial Benefit.

## Section 4. **Media Communications and Professionalism Standards**

For the purposes of this Code, media includes traditional media, such as television, radio, newspapers and electronic or social media. Social media includes internet and mobile-based applications, websites and email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any topic. Social media includes web-based platforms, such as but not limited to Facebook, Twitter, blogs, You Tube, subscription sites, Instagram, SnapChat, etc.

### A. Media Regulations.

(1) Covered Individuals are discouraged from identifying themselves as connected to the City of Hartford when responding to or commenting on blogs regarding personal opinions or views. If a Covered Individual chooses to identify him or herself with the City and makes or posts a media statement on a matter related to City business, the following disclaimer must be made: "These comments are my own and do not represent the position of the City of Hartford."



- (2) The following types of media statements or releases by a Covered Individual are prohibited:
- (a) Cyber-bullying, stalking or harassment.
  - (b) Release of confidential or private data. If there are questions about what constitutes confidential or private data, contact the City Manager before release.
  - (c) Inappropriate use of the City's name, logo or the Covered Individual's position or title.
  - (d) Comments that are profane, obscene, vulgar, denigrating, threatening, insulting, bullying, or harassing or that contain or link to pornographic content.
  - (e) Content that promotes, fosters, or constitutes harassment or discrimination on the basis of race, color, gender, gender identity or orientation, national origin, religion, ancestry, age, sexual orientation, gender identity, disability, pregnancy or pregnancy-related conditions, genetic information, active military status, or any other status protected by state or federal law.
  - (f) Sexual content or links to sexual content.
  - (g) Conduct or encouragement of illegal activity.
  - (h) Information that does or may tend to compromise the safety or security of the public, public systems or law enforcement.
  - (i) Content that violates legal ownership rights of any other party (e.g. copyright, trademark or trade name).
  - (j) Content disclosing protected health information.
  - (k) Content pertaining to or disclosing confidential or privileged information or pending litigation involving the City.

**B. Professionalism Standards.**

All Covered Individuals must treat others with respect and in a professional and courteous manner at all times, whether in person or in written communications, including media communications. Covered Individuals shall refrain from using profanities, insults, or other disparaging remarks regarding others. Covered Individuals shall make truthful, factual statements and not knowingly misrepresent, mischaracterize, or misquote information. False and/or defamatory statements are prohibited.

**Section 5. Validity of Decisions; Recovery of Value.**

A. A violation of this Code shall not constitute a basis for a third party challenge the validity of any decision of the Commission.

B. The value of anything transferred or received in breach of the standards set forth in this Code may be recovered by and on behalf of the City.

**Section 6. Notification.**



- A. The City Manager shall deliver, by regular mail or email, a copy of this Code to any newly elected or appointed Covered Individual prior to the time that the Covered Individual takes office.
- B. Any time that this Code is amended, the City Manager shall deliver, by mail or otherwise, a copy of the amended Code to all current Covered Individuals prior to the effective date of the amendment.

**Section 7. Hearings.**

- A. Upon acquiring a report or reasonable suspicion of a violation of this Code by a Covered Individual the Mayor and one Commission Member or any two Commission Members may call for a hearing to be held at a regular or special meeting of the Commission to determine, by the vote of a simple majority, whether or not a violation of this Code occurred, and if so, what sanctions shall be imposed or other actions taken for the violation. The Covered Individual charged with a violation of this Code shall not in any way participate in any review, investigation, consideration, discussion or votes concerning the alleged violation or any sanctions.
- B. Hearings under Subsection A may also be held upon the Commission's receipt of a detailed, signed complaint filed against a Covered Individual by a citizen or other third party.
- C. All individuals subject to hearing proceedings under this Code shall be afforded due process of law, including notice of charges, an opportunity to respond, hearing regarding the charges, and the right to representation of their choice before, during and after any hearings.
- D. When a Commissioner reasonably believes that a Covered Individual has a conflict of interest that has not been declared, the Commission Member may request the entire Commission to hold a hearing to determine whether a conflict of interest exists under the provisions of this Code.

**Section 8. Sanctions for Violations.**

- A. The City Commission, following a hearing and finding of a violation under this Code, may, by a simple majority, vote to impose sanctions or take such other actions to address violations of this Code. Sanctions or actions may include reprimand, censure, termination of employment or appointment, removal from office, or change of a business relationship or contract with an individual or Business Entity, or such other sanctions or actions as provided by this Code, City Ordinance, the Commission's Bylaws or Michigan law.
- B. Any sanctions imposed under this Code shall not be construed to limit, diminish or impair the rights of the City to enforce any and all contract or other laws and bring suit or seek any other remedies, penalties, fines, restitution, or forfeitures available under any applicable Michigan law.

This Ordinance shall become effective upon publication as required by law.

Motion by Commissioner \_\_\_\_\_ supported by Commissioner \_\_\_\_\_, to adopt the resolution.

Ayes: Commissioners’

Nays: Commissioners’

Absent:

Ordinance declared adopted upon publication.

The City of Hartford

\_\_\_\_\_  
RoxAnn Rodney-Isbrecht, Clerk

First Reading: March 27, 2023

Second Reading:

Adopted:

Published:

CITY OF HARTFORD  
 COUNTY OF VAN BUREN  
 STATE OF MICHIGAN  
**PROPOSED AMENDMENT**  
**FIRST READING**

**THE CITY OF HARTFORD ORDAINS:**  
 Amendment to Code of Ordinances **Chapter 52 Sewer Use Section 52.68 G. 2.**

**Section 52.68 G. 2. Surcharges**

Pollutant	Unit Surcharge (per lb)	X	Pollutant in Discharge (ppm)	-	Baseline Concentration Limit (ppm)	X	Conversion Factor (lb/gal)	X	Glow in MG
Suspended	<b>\$0.115/lb over 350 mg/L</b>	X	SS	-	350	X	8.34	X	MG
BOD	<b>\$0.147/lb over 220 mg/lb</b>	X	BOD	-	300	X	8.34	X	MG
Phosphorus	<b>\$0.807/lb over 12 mg/L</b>	X	P	-	12	X	8.34	X	MG
Oil & Grease	<b>\$0.10/lb over 75 mg/L</b>	X	O&G	-	75	X	8.34	X	MG
COD	<b>\$0.05/lb over 700 mg/L</b>	X	COD	-	700	X	8.34	X	MG

Ordinance amendment declared adopted upon publication.

The City of Hartford

\_\_\_\_\_  
 RoxAnn Rodney-Isbrecht, Clerk

First Reading: March 27, 2023

Second Reading:

Adopted:

Published: