



City of Hartford  
County of Van Buren, State of Michigan

## Commission Business Meeting Agenda

Monday, February 27, 2023 at 7:30 PM

---

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### APPROVAL OF AGENDA

### GUESTS

1. Miss & Mr Hartford and Court
2. Mickey Bittner, Wightman's

### PUBLIC COMMENT

### COMMUNICATIONS

- [3.](#) MCDOWELL II APARTMENTS - ACCEPTING APPLICATIONS
- [4.](#) COMCAST - NOTICE OF CHANGES
5. VAN BUREN SPORTSMEN CLUB - EASTER EGG HUNT APRIL 1 OR RAIN DATE OF APRIL 8 @ 1:00PM
- [6.](#) VAN BUREN CONSERVATION DISTRICT JANUARY & FEBRUARY UPDATE

### REPORT OF OFFICERS BOARDS & COMMITTEES

#### Police & Ordinance

#### Fire Department

- [7.](#) HFD - 2023 JANUARY/FEBRUARY

#### Ambulance

- [8.](#) AMB - 2023 JANUARY

#### Van Buren County

- [9.](#) VBCO - 2023 JANUARY

#### Public Works

- [10.](#) DPW - 2023 JANUARY

Wastewater Treatment Plant

Treasurers, Investment & List of Bills

- [11.](#) LIST OF BILLS - 2023 JANUARY/FEBRUARY

City Manager

- [12.](#) CM - 2023 FEBRUARY

**APPROVAL OF COMMISSION MINUTES**

- [13.](#) PROPOSED MEETING MINUTES - 2023 JANUARY & 2023 FEBRUARY SPECIAL

**APPROVAL OF REPORTS**

**GOALS/OBJECTIVES**

**OLD BUSINESS**

**NEW BUSINESS**

- [14.](#) DISCUSSION - PROPOSED HFD 2022/2023 OPERATING BUDGET
- [15.](#) CSX AGREEMENT & PROTECTIVE LIABILITY - HARTFORD TOWNSHIP WATER MAIN EXTENSION
- [16.](#) HARTFORD HISPANIC HARITAGE COMMITTEE SPONSORSHIP
- [17.](#) HARTFORD LIONS CLUB CONCERTS IN THE PARK SPONSORSHIP
- [18.](#) RURAL BUSINESS DEVELOPMENT GRANT - SOUTH PARKING LOT RESURFACING PROJECT
- [19.](#) APPLICATION FOR SPECIAL USE ENGAGEMENT AT 301 BOWIE STREET
- [20.](#) GARBAGE CAN PROPOSAL
- [21.](#) AMBULANCE SERVICE AGREEMENT
- [22.](#) DISCUSSION - 215 SHEPARD STREET UPDATE
- [23.](#) REVOKE - BT CAPITAL 3, LLC ADULT USE RECREATIONAL MARIHUANA FACILITY LICENSE

**INTRODUCTION OF RESOLUTIONS OR AMENDMENTS**

- [24.](#) RESOLUTION 2023 - 006 DESIGNATING STREET ADMINISTRATOR
- [25.](#) RESOLUTION 2023-007 2022/2023 BUDGET ADJUSTMENTS NO. TWO
- [26.](#) 304-07ANTIBLIGHT ORDINANCE & GENERAL PENALTY PROPOSED AMENDMENTS

**ADJOURNMENT**



321 Woodland Pass Ste 100  
East Lansing, MI 48823

PHONE: (517) 351-1544 FAX: (517)-337-8345

MI TDD/TTY: 7-1-1 / TX TDD: 800-735-2989

Rev: 2-2021

RECEIVED

FEB 17 2023

CITY OF HARTFORD

February 14, 2023

Hartford City Hall  
19 W. Main St. #1  
Hartford, MI 49057

Dear Director,

I am writing today regarding McDowell II Apartments located at 55921 County Road 687 in Hartford. We are asking that you refer members of your clientele that may need housing. The rent is based on income and the apartments may be occupied only by very low to moderate income households. The contact telephone number is (269) 621-2089 and the office hours are Wednesday 9 am till 1 pm. The TDD/TTY number is 7-1-1. Barrier free units are available.

It would be greatly appreciated if you would notify appropriate members of your community of this rental opportunity. We are currently accepting applications for 1- and 2-bedroom apartments. Thank you again for your cooperation. We hope we can provide apartments to members of your clientele.

Sincerely,

*Rebecca Hartupee*

Rebecca Hartupee  
Director of Affordable Compliance

This institution is an equal opportunity provider.

Equal Housing Opportunity



**Roxann Isbrecht**

---

**From:** Sanya Vitale  
**Sent:** Thursday, February 9, 2023 11:24 AM  
**To:** Roxann Isbrecht  
**Subject:** FW: Comcast-Important Information—Update Regarding Price Changes

**From:** Comcast Heartland <Comcast\_Heartland@comcast.com>  
**Sent:** Thursday, February 9, 2023 9:48 AM  
**Cc:** Sapita, Brian <Brian\_Sapita@comcast.com>  
**Subject:** Comcast-Important Information—Update Regarding Price Changes

Good morning,

We recently sent you a letter noting that as of December 18, 2022, prices for certain services and fees will be increasing, including the Broadcast TV Fee. Due to a subsequent reduction in the 2023 costs associated with providing certain broadcast stations, the overall monthly charge for the Broadcast TV Fee will be lower than stated in the letter. The Broadcast TV Fee will be \$31.25, not \$31.30. We are providing notice to customers through bill messages and their billing statements will reflect the adjusted decrease in the monthly fee.

Please feel free to contact me at 517-930-5299 if you have any questions.

Sincerely,

Brian Sapita  
Manager, Government Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911



RECEIVED

FEB 17 2023

CITY OF HARTFORD

February 14, 2023

Mr. Yemi Akinwale, Manager  
City of Hartford  
19 W Main St  
Hartford, MI 49057

Dear Mr. Akinwale:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the changes below. Impacted customers are being notified through bill message.

On March 28, 2023, NewsNation HD will move from channel 1420 to channel 1116 on Popular TV/Digital Starter, no longer will be available on Entertainment and will be added to Sports & News on channel 1116. NewsNation will no longer be available on Entertainment and will be added to Sports & News; GrioTV HD will move from channel 1116 to channel 1636 on Popular TV/Digital Starter, no longer available on Sports & News and will be added to Entertainment. Requires X1 TV Box or compatible customer owned device. HD Technology Fee required.

Additionally, on April 11, 2023, INSP and INSP HD will move from Limited Basic/Choice TV to Entertainment and Digital Starter; INSP HD will move from channel 1655 to channel 1431; Great American Family will move from channel 1620 to channel 1461 remaining on Entertainment and Digital Starter; Requires X1 TV Box or compatible customer owned device. HD Technology Fee required to receive HD channels.

Please feel free to contact me at 517-930-5299 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Brian Sapita".

Brian Sapita  
Manager, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911



## Van Buren Conservation District January 2023 Program Update

Submitted by *Emily Hickmott, Deputy Administrator*

Happy New Year! District staff is hard at work preparing for another year of excellent events. Be sure to keep up to date with all that is coming via our newly available printed calendar (available in our office and in county/township/city/village offices) or our virtual one ([www.vanburencd.org](http://www.vanburencd.org)). The District's pre-order tree seedling sale is now live online and in the office; pre-orders close April 7, so order while supplies last!

### Program Updates:

- Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - In December 2022, staff wrapped up a three-year grant project funded by the Great Lakes Restoration Initiative (GLRI). The focus of this project was reducing polluted runoff from farm fields by working with farmers to install conservation practices. Highlights included cost sharing 4,800 acres of cover crops, 500 acres of no-till, and hosting 9 educational events for farmers. Nearly \$150,000 of the grant was used to pay farmers for conservation practices, which helps overcome the financial risk of adopting a new practice into the farm system.
- SWxSW Corner CISMA (Cooperative Invasive Species Management Area)** (*Abbie Bristol, Alex Florian*) - As the cold weather set in this past December, CISMA staff continued to manage invasive species. At the beginning of the month, CISMA staff teamed up with EGLE to hand-pull parrot feather from the only known site in our three county area. The CISMA also gave some presentations, and prepared for our annual meeting on January 12th. Weekly contracted work began with CISMA partner, Chikaming Open Lands, to manage invasive species at one of their preserves.
- Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - December was a bit slower than November. The technician attended 2 of the 3 days at GLEXPO in Grand Rapids. He attended educational sessions, talked with farmers from Van Buren County and worked the MAEAP booth. VBCD Staff also attended the 40 under 40 awards ceremony and had dinner in Grand Rapids on Tuesday night. Calls and emails have been completed and four Verifications are scheduled for January, these Verifications are 3 Re-Verifications and 1 new Verification.
- National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman*) - NRCS Environmental Quality Incentives Program (EQIP) 2023 Applications Update: 34 Applications pending for funding consideration in the first round of 2023. Practices include those that support grazing, forestry, row cropping, and fruit production.
- Natural Resource Conservation Service Technical Assistance** (*Gabe Francisco*) - This past month the NRCS team has been hard at work getting documentation and eligibility filed for all of our 2023 program applicants. Here we go for another fun year of helping farmers, and putting conservation practices into action for our community!
- Outreach** (*Jacob Diljak*) - VBCD Calendars are delivered and available to the public. The 2022 Annual Report will be finished soon. 2023 projects and grant preparation saw significant progress. Backyard Symposium webinar series will come out in February.
- Resource Recovery Recycling** (*Kalli Marshall*) - Big news from the state was released, the legislation concerning updates to materials management have been passed, and many big changes will take place to meet the new recycling goals. The VBCD had to make the decision to change the date for our Paw Paw Recycle Roundup Collection to June 24. With the change, the team was tasked with



## **Van Buren Conservation District January 2023 Program Update**

*Submitted by Emily Hickmott, Deputy Administrator*

challenges for promotion and confirming the date change with all other site hosts and vendors. Now we are confirmed and excited for the 2023 recycle season.



## Van Buren Conservation District February 2023 Program Update

Submitted by *Emilly Hickmott, Deputy Administrator*

January was a great month for the VBCD staff to prepare for a full year of events! We're looking forward to our farmer-focused conference, Farming for the Future, on March 7 at the Van Buren Conference Center and our Volunteer Appreciation & Recruitment Night on March 22. We ask folks to RSVP for these free events because space is limited and food will be provided. Our tree seedling sale continues through the end of April 7. Species will sell out, so order soon! Keep an eye on our calendar here:

<https://vanburencd.org/my-calendar/>

### Program Updates:

- **Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - Most staff time in January was occupied with planning future educational events, including the Farming for the Future Conference, which will be held in March. Planning included tasks such as developing the agenda, finding speakers to fill breakout sessions, and designing and mailing invitations and brochures. Staff also collected soil samples from several local farms that will be analyzed and discussed at the conference.
- **SWxSW Corner Cisma (Cooperative Invasive Species Management Area)** (*Abbie Bristol, Alex Florian*) - In January, the SWxSW Corner Cisma held its 2023 Annual Meeting, where we connected with partners and gave updates on Cisma activities. Cisma staff also attended the 2023 Michigan Invasive Species Coalition annual meeting to learn about updates on invasive species statewide. Strike team job descriptions were posted and promising applications have been received.
- **Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - January was a productive month; the technician attended several planning meetings for the VBCD's Farming for the Future event that is to be held in March, conducted several assessments and reassessments on farms and had two farms get reverified.
- **National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman*) - The Inflation Reduction Act will make more funding available to conservation program applicants nationwide.
- **Natural Resource Conservation Service Technical Assistance** (*Gabe Francisco*) - The technician began working on a grant pre-proposal application for a National Fish and Wildlife Federation grant in the conservation practices and regenerative agriculture category.
- **Outreach** (*Jacob Diljak*) - VBCD Calendars are delivered and available to the public. The 2022 Annual Report will be finished soon. 2023 projects and grant preparation saw significant progress.
- **Resource Recovery Recycling** (*Kalli Marshall*) - January was another important month for resource recovery. The Rural Electronic Recycling Grant was received and work was able to start! We got the new year-round permanent electronic collection site opened at South Haven Senior Services Center. This month we also were able to open all nine of the battery recycling drop off stations at most of the libraries in Van Buren County. We were also excited to be able to check in with the Hartford High School Go Green Club who recently was awarded a mini grant to start a school recycling program and are off to a fantastic start!



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

Contents

Page 1	Meeting Agenda Organizational
Page 2	Meeting Agenda Regular
Page 3	Proposed Meeting Minutes of January 9, 2023 Board Meeting
Page 4	Treasurer's Report
Page 5	Income & Expense and Expenses by Vendor Summary
Page 6	Payroll Summary
Page 7	Balance Sheet and Deposit Detail
Page 8	Budget Performance Report
Page 9	Call Report
Page 10	Chief Harting's Reports
Page 11	Assistant Chief McGrew Report

**Hartford Fire Board**  
Organizational Meeting Agenda  
Monday, 13 February 2022 7:00 PM

I. Call to Order, Pledge

1. Roll call: Jerry Birmele, Chad Hunt; Helen Sullivan; Ron Sefcik Absent: Carlos Ledesma

II. Public Comment: Limited to three minutes per person

III. Approval of the Organizational Meeting Agenda. Motion by Sefcik Second by Birmele Motion:  
Approved Yeas: 4 Nays: 0

Organization of Fire Board Offices:

IV. 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 Nays: 0 Abstain: 1-Sefcik

V. Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to nominate \_\_\_\_\_ as Fire Board Vice – Chairperson for the remainder of the 2022-23 fiscal year. Motion: \_\_\_\_\_. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

VI. Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to nominate \_\_\_\_\_ as Fire Board Secretary for the remainder of the 2022-23 fiscal year. Motion: \_\_\_\_\_. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

VII. Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to nominate \_\_\_\_\_ as Fire Board Treasurer for the remainder of the 2022-23 fiscal year. Motion: \_\_\_\_\_. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

VIII. Motion by \_\_\_\_\_; Second by \_\_\_\_\_ to adjourn the 2022-2023 organizational meeting at \_\_\_\_\_ pm. Motion: \_\_\_\_\_. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

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

- I. Call to Order
- 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 meeting minutes from January 9, 2023: Motion by \_\_\_\_\_ Second \_\_\_\_\_  
Motion \_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
- VI. Approval of January Treasurer’s report: Motion By \_\_\_\_\_ Second by \_\_\_\_\_ to approve Treasurer’s  
report as presented. Motion \_\_\_\_\_ Yea:\_\_\_\_\_ Nay:\_\_\_\_\_
  - a. Accounts Payable: Amount **\$27,349.64** Motion by \_\_\_\_\_ Second \_\_\_\_\_ by roll  
call vote Motion \_\_\_\_\_ Yea: \_\_\_\_\_ Nay:\_\_\_\_\_
- VII. Review: Income & Expense; Payroll; Balance sheet & Deposit Detail; Budget
- VIII. Fire calls
- IX. Unfinished Business:  
NONE
- X. New Business:
  - 1. Amended Estimated Income 2022/2023. Motion by \_\_\_\_\_ to adopt amended Estimated  
Income 2022/2023 per Arbitration. Second: \_\_\_\_\_ Motion \_\_\_\_\_ Yeas:\_\_\_  
Nays:\_\_\_\_\_
  - 2. Approve the Proposed 2023/2024 Budget. Motion by \_\_\_\_\_ to adopt the Proposed Budget  
for 2023/2024. Second: \_\_\_\_\_ Motion \_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
  - 3. Appoint an administrator for the FNBO Master Card account ending \*1101. Motion by \_\_\_\_\_  
to appoint \_\_\_\_\_ Administrator of the FNBO account ending \*1101. Second: \_\_\_\_\_  
Motion \_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
  - 4. Appoint an administrator for the Huntington Investment accounts ending \*6358 and \*6901.  
Motion by \_\_\_\_\_ to appoint \_\_\_\_\_ Administrator of the Huntington Investment accounts  
ending \*6358 and \*6901. Second: \_\_\_\_\_ Motion \_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_
  - 5. Approve the opening of **Donations and Contributions Fund Account** by the Treasurer.  
Motion by \_\_\_\_\_ for the Treasurer to open a separate account for the Donations and  
Contributions received. Second: \_\_\_\_\_ Motion \_\_\_\_\_ Yeas:\_\_\_ Nays:\_\_\_\_\_

Reports:

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

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

# Hartford Fire Board

Estimated  
2023/2024

## Income Estimated 2023/2024

411 Hartford City Contribution	128704.78
412 Hartford Township Contribution	157305.85
521 Cost recovery reimbursement	6743.10
409 Fire Report Requests	46.66
420 Bangor 1st Repsonder reimbursement	4142.47
Health Insurance reimbursement	0.00
DNR Grant	2500.00
Hartford Township Grant AFC	9600.00
ATT Device reimbursement	784.80
Pride Care Fee	<u>2198.33</u>
Millage--Apparatus purchase	
Fund Balance	
Income Proposed	
<b>TOTAL Estimated Income</b>	<b>312,025.99</b>

# Hartford Fire Board

Estimated  
2022/2023  
Ammended

## Income Estimated 2022/2023

411 Hartford City Contribution	129,784.44
412 Hartford Township Contribution	176,475.98
521 Cost recovery reimbursement	9,082.69
409 Fire Report Requests	50.00
420 Bangor 1st Repsonder reimbursement	8,617.87
Health Insurance reimbursement	4,600.00
DNR Grant	2,500.00
Hartford Township Grant AFC	9,600.00
ATT Device reimbursement	216.00
Pride Care Fee	3,725.00
Millage--Apparatus purchase	
Fund Balance	
Income Proposed	
<b>TOTAL Estimated Income</b>	<b>344651.98</b>

**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 January 9, 2023**

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

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

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

Public comment opened at 7:01.

Mr. Sefcik ask that the HFD put on another CPR class. Chief Harting will research what dates would be best and CPR classes can be scheduled.

The proposed agenda for the Fire Board meeting of January 9, 2023 was presented. Motion by Birmele; Second by Ledesma; to approve the agenda as presented. Yeas: 5, Nays 0 Motion: Approved

The proposed minutes of the December 12, 2022 Fire Board meeting were presented. Motion by Birmele; Second by Ledesma to accept the minutes as presented. Yeas: 5, Nays 0 Motion: Approved

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

Bills were presented for approval in the amount of **\$31,419.14** Motion by Birmele; Second by Ledesma; to pay bills in amount of **\$31,419.14**. Motion Approved upon roll call vote of members present. Yeah: Birmele, Starner, Hunt, Sullivan, Ledesma Nays: 0

**Unfinished Business:**

**None**

**New Business:**

1. Discussion of Policy 602. Motion by Hunt to accept and adopt Policy 602 Probationary Employee Training. Second: Birmele. Motion Approved Yeas: 5 Nays: 0

**Fire Chief's Report:**

**Meetings Attended:**

- Township
- VBC FF Training Committee
- VBC Firefighter Training Committee

**Information:**

- 2022 Annual Report Completed



**Minutes of Fire Board Meeting January 9, 2023**

- Installed a Knox box at Beacon Home on CR 372
- Fire Academy Started 9 January 2023 with 7 students
- Roberts and Fry are attending Fire Class

Respectfully Submitted,  
*Robbie Harting*

Robbie Harting-Fire Chief

**Assistant Fire Chief's Report:**

**Meetings Attended:**

- Van Buren County Fire Chiefs

**Information:**

- New Employee Policies and Procedures
- Applied for grant for cancer prevention materials
- Working on Handbook updates
- New Hose arrived and put in service
- Gear dryer repaired and updated
- 6 Hoses have been taken out of service
- Leak discovered in 1831 to Spencer 10 Jan 2023

Respectfully Submitted,  
*K. McGrew*

Kevin McGrew-Assistant Fire Chief

**Other Board Business:**

- Budget meeting 9 am Thursday, January 12 all are welcome to attend.
- A plan was in place during the blizzard if needed.
- Kevin will contact someone at the Red Cross about cots, blankets etc.

Motion Sullivan; second by Birmele to close meeting at 7:35 pm. Yeas: 5, Nays: 0 Motion: Approved

Respectfully submitted,

**Minutes of Fire Board Meeting January 9, 2023**

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;s 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 January 9, 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:**

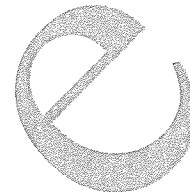
- Van Buren County Fire Chiefs

**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 January 9, 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 Profit & Loss Budget Performance January 2023

	<u>Jan 23</u>	<u>Budget</u>	<u>Jul '22 - Jan 23</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
303 Investment Market Changes	2,663.98		-2,259.71		
401 Hartford Township	14,489.67	15,313.02	106,367.79	107,191.14	183,756.24
402 Hartford City	10,208.68	10,208.68	71,460.76	71,460.76	122,504.16
404 Interest	62.14		292.62		
409 Fire Report Request	0.00	4.16	20.00	29.20	50.00
411 Hartford City Millage	18,491.33		21,513.37		
412 Hartford Township Millage	8,589.07		8,589.07		
420 Bangor 1st Resp Reimburse	605.50	718.15	7,407.25	5,027.12	8,617.87
521 Cost Recovery Reimbursement	380.37	756.89	1,277.17	5,298.23	9,082.68
DNR Grant	0.00		1,044.85		
Hartford Township Grants	800.00	800.00	5,600.00	5,600.00	9,600.00
Investment Income	186.04		976.74		
Other Revenues	0.00		2,160.00		
<b>Total Income</b>	<u>56,476.78</u>	<u>27,800.90</u>	<u>224,449.91</u>	<u>194,606.45</u>	<u>333,610.95</u>
<b>Gross Profit</b>	56,476.78	27,800.90	224,449.91	194,606.45	333,610.95
<b>Expense</b>					
<b>500 Payroll</b>					
500.1 Fire Chief	4,498.50	4,498.50	31,392.63	31,489.50	53,982.00
500.10 Chief Health Benefits	0.00	1,916.66	7,850.75	13,416.70	23,000.00
500.2 Firefighters/Medics	4,403.25	5,833.33	23,600.77	40,833.35	70,000.00
500.3 Support Staff	1,036.00	750.00	4,964.00	5,250.00	9,000.00
500.4 Chief Retirement	269.91	333.33	1,889.37	2,333.35	4,000.00
500.5 Shift Coverage	0.00	1,200.00	0.00	8,400.00	14,400.00
500 Payroll - Other	1,155.00		7,845.00		
<b>Total 500 Payroll</b>	<u>11,362.66</u>	<u>14,531.82</u>	<u>77,542.52</u>	<u>101,722.90</u>	<u>174,382.00</u>
<b>501 Professional, Insur.&amp; Legal</b>					
501.1 Legal Expenses	0.00	250.00	0.00	1,750.00	3,000.00
501.2 Professional - Audit	0.00	583.33	3,350.00	4,083.35	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>5,833.35</u>	<u>10,000.00</u>
<b>502 Utilities</b>					
502.1 Internet-Telephone	229.90	241.66	1,609.62	1,691.70	2,900.00
502.2 Electric	388.00	450.00	2,851.48	3,150.00	5,400.00
502.3 Natural Gas	324.00	125.00	2,038.00	875.00	1,500.00
502.4 First Net-AT&T	392.74	375.00	2,597.73	2,625.00	4,500.00
502.5 EPS Door Security	149.58	50.00	448.74	350.00	600.00
<b>Total 502 Utilities</b>	<u>1,484.22</u>	<u>1,241.66</u>	<u>9,545.57</u>	<u>8,691.70</u>	<u>14,900.00</u>
<b>503 Mileage</b>					
503.1 Mileage - other	0.00	8.33	0.00	58.35	100.00
<b>Total 503 Mileage</b>	<u>0.00</u>	<u>8.33</u>	<u>0.00</u>	<u>58.35</u>	<u>100.00</u>
<b>505 Building Maintenance</b>					
505.1 Bldg Supplies/Maintenanc	187.39	250.00	3,821.33	1,750.00	3,000.00
505.3 Grounds Maintenance	0.00	41.66	67.48	291.62	499.92

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

	Jan 23	Budget	Jul '22 - Jan 23	YTD Budget	Annual Budget
505.4 Capital Bldg Improvement	0.00	333.33	0.00	2,333.35	4,000.00
505.5-Trash	0.00	27.08	160.50	189.60	325.00
<b>Total 505 Building Maintenance</b>	<b>187.39</b>	<b>652.07</b>	<b>4,049.31</b>	<b>4,564.57</b>	<b>7,824.92</b>
<b>506 Fuel</b>					
506.1 Unleaded Gas	334.26	366.66	3,401.01	2,566.70	4,400.00
506.2 Diesel	650.83	250.00	2,567.11	1,750.00	3,000.00
<b>Total 506 Fuel</b>	<b>985.09</b>	<b>616.66</b>	<b>5,968.12</b>	<b>4,316.70</b>	<b>7,400.00</b>
<b>508 Vehicle Maintenance</b>					
508.1 Ladder #1841	0.00	258.33	18,692.19	1,808.35	3,100.00
508.2 Tanker #1831	2,593.39	175.00	4,037.11	1,225.00	2,100.00
508.3 Heavy Rescue #1871	0.00	175.00	455.00	1,225.00	2,100.00
508.4 Rescue Pickup #1869	0.00	33.33	0.00	233.35	400.00
508.5 Jeep #1860	0.00	33.33	0.00	233.35	400.00
508.6 Explorer #1810	0.00	33.33	45.12	233.35	400.00
508.7 Pick-Up #1801	0.00	33.33	368.11	233.35	400.00
508.8 #1802	0.00	33.33	2,994.90	233.35	400.00
<b>Total 508 Vehicle Maintenance</b>	<b>2,593.39</b>	<b>774.98</b>	<b>26,592.43</b>	<b>5,425.10</b>	<b>9,300.00</b>
<b>511 Office</b>					
511.1 Office Equipment	0.00	166.66	0.00	1,166.70	2,000.00
511.2 Equipment Repairs	0.00	12.50	0.00	87.50	150.00
511.3 Office Supplies	127.51	125.00	462.47	875.00	1,500.00
511.4 Printing	0.00	16.66	0.00	116.70	200.00
511.5 Software/Upgrades	0.00		689.00	1,200.00	1,200.00
511.6 Copy Maintenance	0.00	30.00	185.40	210.00	360.00
<b>Total 511 Office</b>	<b>127.51</b>	<b>350.82</b>	<b>1,336.87</b>	<b>3,655.90</b>	<b>5,410.00</b>
<b>512 Insurance</b>					
512.1 Worker's Comp	2,516.00	500.00	5,038.25	3,500.00	6,000.00
512.10 Accident & Sickness Ins	0.00	1,833.33	2,684.00	12,833.35	22,000.00
512 Insurance - Other	0.00		11,466.00		
<b>Total 512 Insurance</b>	<b>2,516.00</b>	<b>2,333.33</b>	<b>19,188.25</b>	<b>16,333.35</b>	<b>28,000.00</b>
<b>513 Payroll Taxes</b>	<b>2,709.14</b>		<b>19,210.86</b>		
<b>515 Equipment &amp; Equip Maint</b>					
515.1 Ladder #1841	0.00	58.33	68.83	408.35	700.00
515.10 Firefighting Foam	0.00	83.33	0.00	583.35	1,000.00
515.11 Ford Truck	0.00	8.33	0.00	58.35	100.00
515.12 Air Tanks	0.00	237.50	0.00	1,662.50	2,850.00
515.2 Tanker #1831	0.00	58.33	16.98	408.35	700.00
515.3 Heavy Rescue #1871	0.00	475.00	3,550.79	3,325.00	5,700.00
515.4 Rescue Pickup #1869	0.00	16.66	35.94	116.70	200.00
515.5 Jeep #1860	0.00		0.00	0.00	0.00
515.6 Explorer #1810	0.00	45.83	404.00	320.85	550.00
515.7 Eq't Maintenance Other	0.00	116.66	1,063.96	816.70	1,400.00
515.8 Small Equipment Maintenan	0.00	33.33	170.74	233.35	400.00
515.9 Medical Supplies	25.33	208.33	588.45	1,458.35	2,500.00

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

	Jan 23	Budget	Jul '22 - Jan 23	YTD Budget	Annual Budget
<b>Total 515 Equipment &amp; Equip Maint</b>	25.33	1,341.63	5,899.69	9,391.85	16,100.00
515.13 Ford Truck 1802	0.00	8.33	24.18	58.35	100.00
<b>516 Training</b>					
516.1 Fire Chief Training	340.00	166.66	468.00	1,166.70	2,000.00
516.2 Firefighter I & II	0.00	283.33	1,697.00	1,983.35	3,400.00
516.3 Medic	0.00	83.33	40.00	583.35	1,000.00
516.4 Fire Officer Classes	85.00	166.66	1,035.00	1,166.70	2,000.00
516.5 Drivers Training	0.00	16.66	0.00	116.70	200.00
<b>Total 516 Training</b>	425.00	716.64	3,240.00	5,016.80	8,600.00
<b>518 Physicals</b>					
518.1 Annual Physicals	0.00	666.66	6,693.75	4,666.70	8,000.00
518.2 New Employee Physicals	0.00	25.00	0.00	175.00	300.00
<b>Total 518 Physicals</b>	0.00	691.66	6,693.75	4,841.70	8,300.00
<b>519 Subscriptions &amp; Dues</b>					
519.1 HelpNet	0.00	66.66	558.00	466.70	800.00
519.11 West MI Assn of Fire Chi	100.00	8.33	100.00	58.35	100.00
519.13 SMEMSIC	75.00	6.25	75.00	43.75	75.00
519.3 FirePrograms	0.00	166.66	1,968.34	1,166.70	2,000.00
519.4 IAFC	0.00	20.83	0.00	145.85	250.00
519.5 MI State Firefighters Asn	0.00	8.33	75.00	58.35	100.00
519.6 NFPA	0.00	25.00	0.00	175.00	300.00
519.9 MPSCS	0.00	8.33	0.00	58.35	100.00
519 Subscriptions & Dues - Other	120.00		230.00		
<b>Total 519 Subscriptions &amp; Dues</b>	295.00	310.39	3,006.34	2,173.05	3,725.00
<b>525 Personal Equipment</b>					
525.1 Duty Gear	1,500.00	583.33	4,230.46	4,083.35	7,000.00
525.2 Personal Equipment	0.00	233.33	1,857.08	1,633.35	2,800.00
525.3 Small Equipment	0.00	133.33	136.60	933.35	1,600.00
<b>Total 525 Personal Equipment</b>	1,500.00	949.99	6,224.14	6,650.05	11,400.00
526 FEMA Grant	0.00	208.33	0.00	1,458.35	2,500.00
527 Bank Fees	95.50	30.00	619.75	210.00	360.00
528 Bd Members Compensation	300.00	350.00	1,680.00	2,450.00	4,200.00
<b>529 Mandatory Annual Testing</b>					
529.1 Personal Veh Inspections	0.00	41.66	0.00	291.70	500.00
529.2 Fire Extinguishers	0.00	41.66	493.00	291.70	500.00
529.3 Hoses	0.00	250.00	2,791.60	1,750.00	3,000.00
529.4 Ladders	0.00	116.66	1,306.50	816.70	1,400.00
529.8 Air Compressor	0.00	83.33	715.00	583.35	1,000.00
529.9 Flow Testing Air Packs	0.00	91.66	1,020.00	641.70	1,100.00
<b>Total 529 Mandatory Annual Testing</b>	0.00	624.97	6,326.10	4,375.15	7,500.00
<b>530 Generator</b>					
530.1 Maintenance	0.00	20.83	0.00	145.85	250.00
530.2 Maintenance Contract	494.55	58.33	494.55	408.35	700.00
<b>Total 530 Generator</b>	494.55	79.16	494.55	554.20	950.00



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

	<u>Jan 23</u>	<u>Budget</u>	<u>Jul '22 - Jan 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	145.85	250.00
<b>Total 531 Auxiliary</b>	<u>0.00</u>	<u>20.83</u>	<u>0.00</u>	<u>145.85</u>	<u>250.00</u>
<b>Payroll Tax Expense</b>	1,978.96		14,713.92		
<b>Reconciliation Discrepancies</b>	0.00		-10.00		
<b>Uncategorized Expenses</b>	0.00		13.91		
<b>Total Expense</b>	<u>27,079.74</u>	<u>26,674.93</u>	<u>215,710.26</u>	<u>187,927.27</u>	<u>321,301.92</u>
<b>Net Ordinary Income</b>	<u>29,397.04</u>	<u>1,125.97</u>	<u>8,739.65</u>	<u>6,679.18</u>	<u>12,309.03</u>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
<b>Grant Expenditures</b>	0.00		42.20		
<b>Total Other Expense</b>	<u>0.00</u>		<u>42.20</u>		
<b>Net Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>-42.20</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Income</b>	<u><u>29,397.04</u></u>	<u><u>1,125.97</u></u>	<u><u>8,697.45</u></u>	<u><u>6,679.18</u></u>	<u><u>12,309.03</u></u>

**Treasurer's Report for meeting on February 13, 2023  
For the month ending January 31, 2023**

## Cash Balances

**Operations – General Fund**

Reconciled Cash Balances of Prior Month ended January 31, 2023–Huntington **\$ 121,590.84**

**XXX Deposits**

City of Hartford – Contribution	\$ 10,208.68
Township of Hartford – Contribution	\$ 14,489.67
Pride Care	\$ 0.00
Township Ass't Chief Grant	\$ 800.00
Bangor Township Cost Recovery	\$ 605.50
Interest	\$ 29.66
Cost Recovery	\$ 380.37

**Total Deposits \$ 26,513.88**

**Total Balance of General Fund**

**\$ 148,104.72**

**XXX Expenditures for approval:**

Vendors payable	\$ 13,912.53
Grant Expense	\$ 0.00
Payroll released January 2023 (12,142.75 – 2,273.10)	\$ 9,869.65
Bank Fees	\$ 95.50
MI & Fed Tax Withholdings	\$ 3,471.96

**Total Expenditure \$ 27,349.64**

**General Fund Balance January 31, 2023**

**\$ 120,755.08**

**Capital Equipment**

Reconciled Cash Balance as of January 31, 2023–Millage Fund **\$ 132,841.93**

Reconciled Cash Balance as January 31, 2023–Maintenance Fund **\$ 13,342.23**

**Cash Balances for month January 31, 2023 \$ 266,939.24**

**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  
February 13, 2023 Meeting  
Income & Expense and Expenses by Vendor Summary  
January Business**

**Expense by Vendor**

	Jan 23
A T & T	-392.74
Bangor Community Fire Department	-1,500.00
Bronson Lakeview Hospital	-25.33
Carlos Ledesma	-60.00
Chad Hunt	-60.00
City of Hartford {2}	-269.91
Comcast	-229.90
Consumers Energy	-324.00
Crystal Flash Energy	-650.83
Cummins Sales & Service	-494.55
Doug deBest	-85.00
EPS	-149.58
Federal Licensing, Inc.	-120.00
First Bankcard	-552.90
Helen Sullivan	-60.00
Indiana Mich Power	-388.00
IRS Online Payment	-2,709.14
Jerry Birmele	-60.00
Liberty Mutual	-2,516.00
Riverside Electric Service Inc.	-177.00
ShellFleet Plus Card	-334.26
Spencer Manufacturing, Inc.	-2,593.39
Steven Starnier	-60.00
Van Buren Co. Fire Chiefs Association	-100.00
	-
<b>TOTAL</b>	<b>13,912.53</b>

Investment Income	186.04
<b>Total Income</b>	<b>56,476.78</b>
<b>Gross Profit</b>	<b>56,476.78</b>
<b>Expense</b>	
<b>500 Payroll</b>	
500.1 Fire Chief	4,498.50
500.2 Firefighters/Medics	4,403.25
500.3 Support Staff	1,036.00
500.4 Chief Retirement	269.91
500 Payroll - Other	1,155.00
<b>Total 500 Payroll</b>	<b>11,362.66</b>
<b>502 Utilities</b>	
502.1 Internet-Telephone	229.90
502.2 Electric	388.00
502.3 Natural Gas	324.00
502.4 First Net-AT&T	392.74
502.5 EPS Door Security	149.58
<b>Total 502 Utilities</b>	<b>1,484.22</b>
<b>505 Building Maintenance</b>	
505.1 Bldg Supplies/Maintenanc	187.39
<b>Total 505 Building Maintenance</b>	<b>187.39</b>
<b>506 Fuel</b>	
506.1 Unleaded Gas	334.26
506.2 Diesel	650.83
<b>Total 506 Fuel</b>	<b>985.09</b>
<b>508 Vehicle Maintenance</b>	
508.2 Tanker #1831	2,593.39
<b>Total 508 Vehicle Maintenance</b>	<b>2,593.39</b>
<b>511 Office</b>	
511.3 Office Supplies	127.51
<b>Total 511 Office</b>	<b>127.51</b>
<b>512 Insurance</b>	
512.1 Worker's Comp	2,516.00
<b>Total 512 Insurance</b>	<b>2,516.00</b>
<b>513 Payroll Taxes</b>	2,709.14
<b>515 Equipment &amp; Equip Maint</b>	
515.9 Medical Supplies	25.33
<b>Total 515 Equipment &amp; Equip Maint</b>	<b>25.33</b>
<b>516 Training</b>	
516.1 Fire Chief Training	340.00
516.4 Fire Officer Classes	85.00
<b>Total 516 Training</b>	<b>425.00</b>

Grant Expense      None

**Income & Expense**

	Jan 23
Ordinary Income/Expense	
Income	
303 Investment Market Changes	2,663.98
401 Hartford Township	14,489.67
402 Hartford City	10,208.68
404 Interest	62.14
411 Hartford City Millage	18,491.33
412 Hartford Township Millage	8,589.07
420 Bangor 1st Resp Reimburse	605.50
521 Cost Recovery Reimbursement	380.37
Hartford Township Grants	800.00

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

<b>519 Subscriptions &amp; Dues</b>		<b>Net Income</b>	<b>29,397.04</b>
519.11 West MI Assn of Fire Chi	100.00		
519.13 SMEMSIC	75.00		
519 Subscriptions & Dues - Other	120.00		
<b>Total 519 Subscriptions &amp; Dues</b>	<b>295.00</b>		
<b>525 Personal Equipment</b>			
525.1 Duty Gear	1,500.00		
<b>Total 525 Personal Equipment</b>	<b>1,500.00</b>		
527 Bank Fees	95.50		
528 Bd Members Compensation	300.00		
<b>530 Generator</b>			
530.2 Maintenance Contract	494.55		
<b>Total 530 Generator</b>	<b>494.55</b>		
Payroll Tax Expense	1,978.96		
<b>Total Expense</b>	<b>27,079.74</b>		
<b>Net Ordinary Income</b>	<b>29,397.04</b>		

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

	<u>TOTAL</u>	
	<u>Hours</u>	<u>Rate</u>
<b>Employee Wages, Taxes and Adjustments</b>		<u>Jan 23</u>
<b>Gross Pay</b>		
Salary	2.00	4,498.50
Assistant Fire Chief	1.00	250.00
Fire Board Office	64.75	1,036.00
Fire Call	63.00	963.00
Gas Leaks/CO	6.00	94.00
Grant Pay	1.00	800.00
Med Assist	100.00	1,579.75
Mutual Aid	10.00	156.00
Other	28.00	434.75
PI Accident	15.00	236.00
Shift Coverage	77.00	1,155.00
Training	37.00	567.25
Vehicle Inspection	<u>24.00</u>	<u>372.50</u>
<b>Total Gross Pay</b>	428.75	12,142.75
<b>Deductions from Gross Pay</b>		
Dental-Vision		0.00
Firefighters Assn Dues		-480.00
First Net AT&T		-40.00
Health Insurance		<u>0.00</u>
<b>Total Deductions from Gross Pay</b>		<u>-520.00</u>
<b>Adjusted Gross Pay</b>	428.75	11,622.75
<b>Taxes Withheld</b>		
Federal Withholding		-767.28
Medicare Employee		-176.10
Social Security Employee		-752.86
MI - Withholding		-576.86
Medicare Employee Addl Tax		0.00
MI - Cities Res Tax		0.00
MI - Cities Work Tax		<u>0.00</u>
<b>Total Taxes Withheld</b>		<u>-2,273.10</u>
<b>Net Pay</b>	<u>428.75</u>	<u>9,349.65</u>
<b>Employer Taxes and Contributions</b>		
Company FICA		752.86
Company Med		176.10
Retirement Fund		269.90
MI - Obligation Assessment		<u>0.00</u>
<b>Total Employer Taxes and Contributions</b>		<u>1,198.86</u>

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

**BALANCE SHEET**

	Jan 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
102 Regular Check Hunt..3427	102,008.73
105 CD Fund Equity..C...288	0.38
106 Millage Fund Hunt..3456	132,841.93
108 Maintenance Hunt....3469	13,338.83
Chemical Financial Advisors	69,932.47
Huntington Advisors #901	91,688.10
Huntington TLC006358	9,986.01
<b>Total Checking/Savings</b>	<b>419,796.45</b>
<b>Total Current Assets</b>	<b>419,796.45</b>
<b>TOTAL ASSETS</b>	<b>419,796.45</b>
<b>LIABILITIES &amp; EQUITY</b>	0.00

**Deposit Detail**

Type	Num	Date	Name	Account	Amount
Deposit		01/03/2023		102 Regular Check Hunt..3427	380.37
				521 Cost Recovery Reimbursement	-380.37
TOTAL					-380.37
Deposit		01/10/2023		102 Regular Check Hunt..3427	800.00
				Hartford Township Grants	-800.00
TOTAL					-800.00
Deposit		01/15/2023		102 Regular Check Hunt..3427	14,489.67
				401 Hartford Township	14,489.67
					-
TOTAL					14,489.67
Deposit		01/18/2023		106 Millage Fund Hunt..3456	7,336.36
				411 Hartford City Millage	-7,336.36
TOTAL					-7,336.36
Deposit		01/18/2023		102 Regular Check Hunt..3427	10,208.68
				402 Hartford City	10,208.68
					-
TOTAL					10,208.68
Deposit		01/23/2023		102 Regular Check Hunt..3427	605.50
				420 Bangor 1st Resp Reimburse	-605.50
TOTAL					-605.50
Deposit		01/23/2023		106 Millage Fund Hunt..3456	8,589.07

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

				412 Hartford Township Millage	-8,589.07
TOTAL					-8,589.07
Deposit	01/23/2023			106 Millage Fund Hunt..3456	11,154.97
				411 Hartford City Millage	-
TOTAL					11,154.97
Deposit	01/31/2023			108 Maintenance Hunt....3469	3.39
				404 Interest	-3.39
TOTAL					-3.39
Deposit	01/31/2023			106 Millage Fund Hunt..3456	29.09
				404 Interest	-29.09
TOTAL					-29.09
Deposit	01/31/2023			Huntington TLC006358	257.49
				303 Investment Market Changes	-257.49
TOTAL					-257.49
Deposit	01/31/2023			Huntington TLC006358	20.10
				303 Investment Market Changes	-20.10
TOTAL					-20.10
Deposit	01/31/2023			Huntington Advisors #901	2,386.39
				303 Investment Market Changes	-2,386.39
TOTAL					-2,386.39
Deposit	01/31/2023			Huntington Advisors #901	186.04
				Investment Income	-186.04
TOTAL					-186.04
Deposit	01/31/2023			102 Regular Check Hunt..3427	29.66
				404 Interest	-29.66
TOTAL					-29.66
Paycheck	ACH	01/31/2023	Flemming, Ryan C.	102 Regular Check Hunt..3427	0.00
				500.2 Firefighters/Medics	16.00
				500.2 Firefighters/Medics	32.00
				Payroll Liabilities	-22.28
				Payroll Tax Expense	2.98
				Payroll Liabilities	-2.98
				Payroll Liabilities	-2.98
				Payroll Tax Expense	0.70
				Payroll Liabilities	-0.70
				Payroll Liabilities	-0.70
				Payroll Liabilities	-22.04
TOTAL					0.00

## January 2023 CALLS

+	#	TIME	Address	People	COST	TYPE OF CALL
2-Jan	001	0:44	Watervliet Twp	5	\$ 78.00	Mutual Aid
2-Jan	002-Twp	6:16	CR 687	1	\$ 17.00	Med Assist-Altered
2-Jan	003-Twp	17:44	66th Ave	4	\$ 60.75	Other-Smoke Investigatio
2-Jan	004-City	18:48	VanDerlyn Dr.	3	\$ 45.75	Med Assist-Abnormal Bre
3-Jan	005-Twp	9:58	CR 687	3	\$ 16.50	Med Assist-Seizure
4-Jan	006-Twp	2:11	Butcher Rd.	2	\$ 32.00	Med Assist-Possible Hear
4-Jan	007-City	9:27	Engle Way	3	\$ 31.50	Med Assist-Altered
4-Jan	008-Twp	10:23	CR 372	1	\$ -	Med Assist-Difficulty Brea
4-Jan	009-Twp	11:02	CR 372	3	\$ 32.50	Med Assist-Psych Issues
4-Jan	010-City	18:52	Engle Way	4	\$ 63.25	Med Assist-Possible CVA
4-Jan	011-City	19:58	Wendell Ave.	2	\$ 16.50	Med Assist-Fall
4-Jan	012-City	20:09	Center St.	5	\$ 128.00	Other-Smoke Alarm
5-Jan	013-City	6:19	Maple	2	\$ 33.00	Med Assist-Unresponsive
5-Jan	014	8:51	Red Arrow Hwy	3	\$ 32.50	Med Assist-Difficulty Brea
5-Jan	015-Twp	19:09	56th Ave	2	\$ 32.00	Med Assist-Diabetic Prob
6-Jan	016-City	10:15	Shepard St.	3	\$ 31.50	Med Assist-Suicidal
6-Jan	017	14:44	I-94	3	\$ 28.75	Other-Service Call
6-Jan	018-Twp	23:46	CR 372	4	\$ 64.00	Med Assist-Unconscious
7-Jan	019-Twp	16:37	CR 681	3	\$ 48.00	PI Accident
8-Jan	020-Twp	1:59	62nd St.	1	\$ 16.00	Med Assist-Mental Eval
8-Jan	021	18:34	Red Arrow Hwy	13	\$ 184.00	Med Assist-Full Arrest
10-Jan	022-City	10:07	Bernard	4	\$ 31.00	Med Assist-Possible CVA
10-Jan	023-City	10:57	Prospect St.	4	\$ 31.00	Med Assist-Altered
11-Jan	024-City	12:56	Marion	3	\$ 15.00	Med Assist-Seizure
11-Jan	025-Twp	18:01	70th St.	3	\$ 46.00	PI Accident
12-Jan	026-Twp	18:22	68th St.	3	\$ 15.00	Med Assist-Swelling
12-Jan	027-Twp	14:31	Shar Sue Dr.	2	\$ 17.00	Med Assist-Altered
12-Jan	028-City	23:32	Maple Hill	2	\$ 32.00	Other-Good Intent
13-Jan	029-Twp	3:39	CR 681	1	\$ 16.00	Med Assist-Hypothermia
13-Jan	030-Twp	18:22	CR 687	4	\$ 64.00	PI Accident
14-Jan	031-Twp	16:21	CR 687	5	\$ 76.75	Med Assist-Altered
16-Jan	032-City	11:12	Heywood	3	\$ 15.00	Med Assist-DOA
16-Jan	033-City	12:08	Heywood	4	\$ 47.50	Gas Leak/CO2
16-Jan	034-Twp	14:10	66th Ave	4	\$ 32.50	Other-False Alarm
16-Jan	035-Twp	14:10	CR 687	5	\$ 48.50	Med Assist-Chest Pain
16-Jan	036-City	19:23	Shepard St.	3	\$ 48.00	Med Assist-Laceration
18-Jan	037-Twp	18:56	72nd & CR 687	3	\$ 47.00	Other-Smoke Investigatio
18-Jan	038-Twp	23:27	62nd Ave.	2	\$ 32.00	Med Assist-Altered
20-Jan	039-City	21:22	Main St.	6	\$ 95.50	Med Assist-Possible Full
20-Jan	040-City	22:14	Maple St.	5	\$ 39.50	Med Assist-Face Lacerati
21-Jan	041	15:29	Red Arrow Hwy	4	\$ 63.00	Other-Smoke Investigatio
22-Jan	042-Twp	1:32	66th St.	1	\$ 17.00	Med Assist-Abnormal Bre
22-Jan	043-City	9:31	Prospect St.	8	\$ 75.75	Other-False Alarm
22-Jan	044-Twp	17:27	56th Ave	4	\$ 63.50	Med Assist-Difficulty Brea



23-Jan	045-Twp	9:09	59 1/2	4	\$	31.50	Med Assist-Difficulty Brea
23-Jan	046-City	22:10	Shepard St.	8	\$	423.00	Structure Fire
24-Jan	047-Twp	2:42	65th St.	7	\$	524.00	Structure Fire
24-Jan	048-Twp	6:15	CR 687	7	\$	-	Med Assist-Difficulty Brea
26-Jan	049	11:10	Bangor Twp	4	\$	30.00	Other-Service Call
27-Jan	050-City	8:31	Paras Hill Dr.	3	\$	46.50	Gas Leak/CO2
27-Jan	051-City	13:20	Paras Hill Dr.	1	\$	-	Gas Leak/CO2
27-Jan	052-City	17:36	Wendell Ave.	2	\$	15.00	Med Assist-Sick Person
27-Jan	053-City	14:11	Clark St.	3	\$	31.00	Med Assist-Fall
27-Jan	054-Twp	20:45	CR 687	4	\$	63.00	Med Assist-Fall
28-Jan	055-City	21:39	Shepard St.	4	\$	63.00	Med Assist-Altered
29-Jan	056	7:24	I-94	3	\$	47.00	PI Accident
29-Jan	057-City	14:37	South St.	2	\$	31.50	Med Assist-Mental Eval
30-Jan	058	7:27	Lawrence Twp	6	\$	78.00	Mutual Aid
31-Jan	059	8:34	I-94	4	\$	31.00	PI Accident
31-Jan	060-City	11:16	Pleasant St.	4	\$	32.00	Med Assist-Fall
31-Jan	061-City	14:31	Wendell Ave.	4	\$	49.00	Med Assist-Poisoning

<b>Total Costs for Fire Calls</b>	\$	<b>3,455.50</b>
Chief's Salary	\$	4,498.50
Administrative Cost (Support Staff)	\$	1,036.00
Trainings/Inspection Costs	\$	939.75
<b>Total Costs for Fire Calls</b>	<b>\$</b>	<b>9,929.75</b>

Total Calls this month: !	61	Total Jan. Calls	Fiscal Year Totals		
Total Calls for 2022	685	City Calls 26	City Calls	165	Grass Fire 0
Total Calls for 2021	794	Twp Calls 26	Twp Calls	157	Med Assist 39
Total Calls for 2020	698	I-94 Calls 3	I-94 Calls	17	PI Accident 5
Total Calls for 2019	673	Other 3	Other	36	Mutual Aid 2
Total Calls for 2018	552	Red Arrow Calls 3	Red Arrow	22	Other 9
Total Calls for 2017	345		Total f/y	397	Gas Leak/CO2 3
Total Calls for 2016	303				Fire 2
Total Calls for 2015	333				Vehicle Fire 0
Total Calls for 2014	312				Lift Assist 0
Total Calls for 2013	292				Good Intent 1
Respectfully submitted,		Priority 3 Calls	SHADED		

# Hartford Fire Department

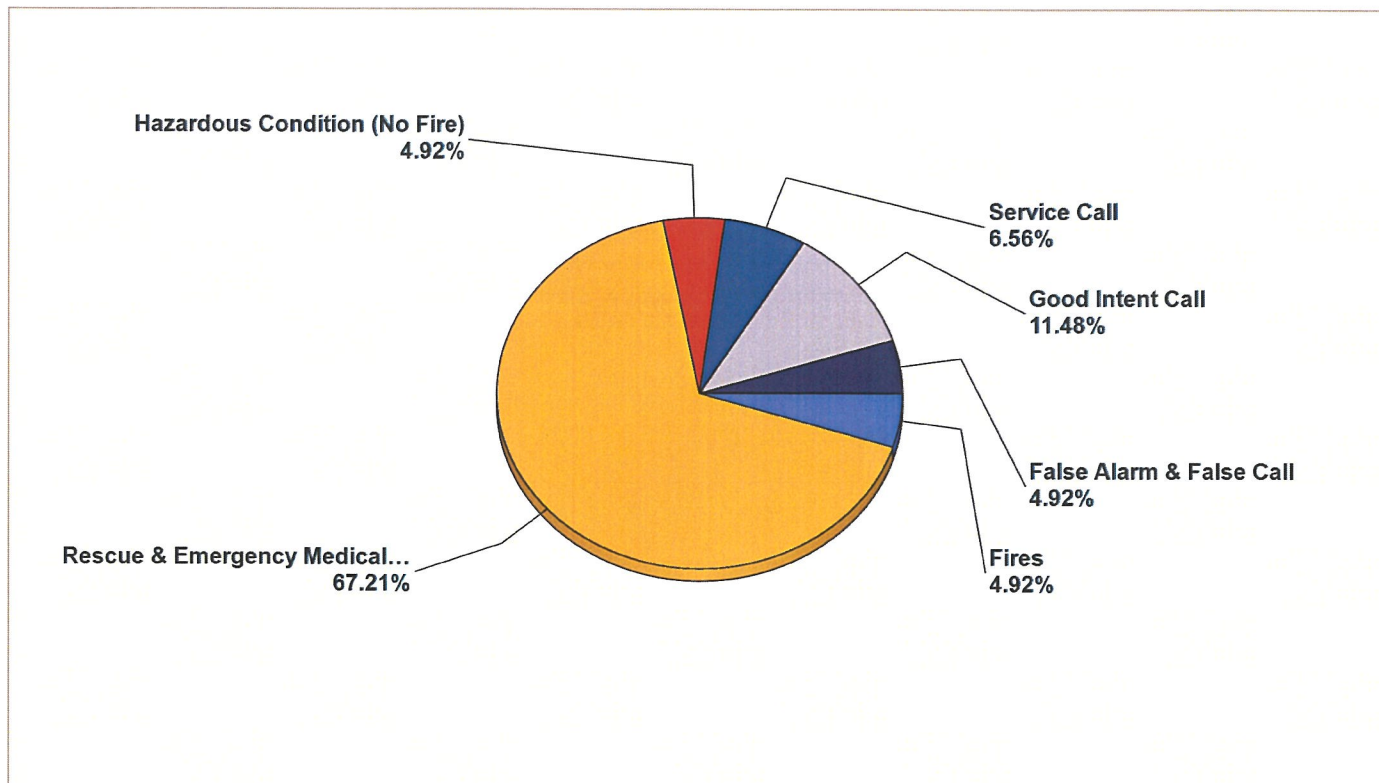
Hartford, MI

This report was generated on 2/3/2023 8:08:19 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 01/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	4.92%
Rescue & Emergency Medical Service	41	67.21%
Hazardous Condition (No Fire)	3	4.92%
Service Call	4	6.56%
Good Intent Call	7	11.48%
False Alarm & False Call	3	4.92%
<b>TOTAL</b>	<b>61</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.



Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	3.28%
151 - Outside rubbish, trash or waste fire	1	1.64%
311 - Medical assist, assist EMS crew	18	29.51%
321 - EMS call, excluding vehicle accident with injury	20	32.79%
324 - Motor vehicle accident with no injuries.	3	4.92%
412 - Gas leak (natural gas or LPG)	1	1.64%
424 - Carbon monoxide incident	2	3.28%
500 - Service Call, other	3	4.92%
554 - Assist invalid	1	1.64%
611 - Dispatched & cancelled en route	5	8.2%
651 - Smoke scare, odor of smoke	2	3.28%
733 - Smoke detector activation due to malfunction	1	1.64%
735 - Alarm system sounded due to malfunction	1	1.64%
736 - CO detector activation due to malfunction	1	1.64%
<b>TOTAL INCIDENTS:</b>	<b>61</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.



emergencyreporting.com

Doc Id: 553

Page # 2 of 2

# Hartford Fire Department

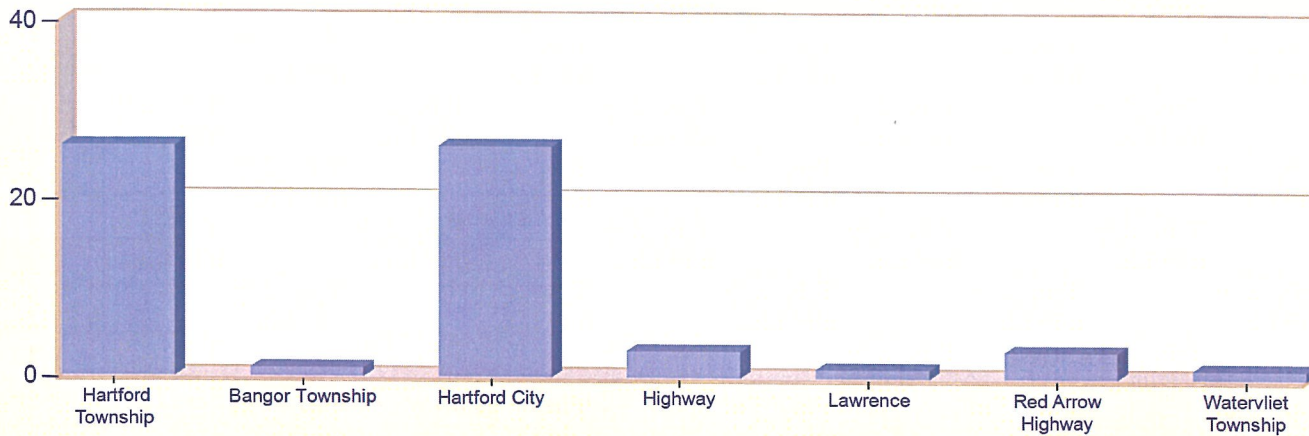
Hartford, MI

This report was generated on 2/3/2023 8:24:45 AM



## Incident Type Count per Zone for Date Range

Start Date: 01/01/2023 | End Date: 01/31/2023



ZONES	INCIDENT TYPE	COUNT
<b>Hartford Township - Hartford</b>		
	111 - Building fire	1
	151 - Outside rubbish, trash or waste fire	1
	311 - Medical assist, assist EMS crew	12
	321 - EMS call, excluding vehicle accident with injury	7
	324 - Motor vehicle accident with no injuries.	3
	651 - Smoke scare, odor of smoke	1
	736 - CO detector activation due to malfunction	1
	<i>Total Incidents for Hartford Township - Hartford:</i>	26
<b>Bangor Township - Bangor</b>		
	500 - Service Call, other	1
	<i>Total Incidents for Bangor Township - Bangor:</i>	1
<b>Hartford City - Hartford</b>		
	111 - Building fire	1
	311 - Medical assist, assist EMS crew	6
	321 - EMS call, excluding vehicle accident with injury	11
	412 - Gas leak (natural gas or LPG)	1
	424 - Carbon monoxide incident	2
	500 - Service Call, other	1
	554 - Assist invalid	1
	611 - Dispatched & cancelled en route	1

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



emergencyreporting.com  
 Doc Id: 1404  
 Page # 1 of 2

ZONES	INCIDENT TYPE	COUNT
	733 - Smoke detector activation due to malfunction	1
	735 - Alarm system sounded due to malfunction	1
	<i>Total Incidents for Hartford City - Hartford:</i>	26
<b>Highway - I 94</b>		
	500 - Service Call, other	1
	611 - Dispatched & cancelled en route	2
	<i>Total Incidents for Highway - I 94:</i>	3
<b>Lawrence - Township</b>		
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for Lawrence - Township:</i>	1
<b>Red Arrow Highway - Red Arrow Highway</b>		
	321 - EMS call, excluding vehicle accident with injury	2
	651 - Smoke scare, odor of smoke	1
	<i>Total Incidents for Red Arrow Highway - Red Arrow Highway:</i>	3
<b>Watervliet Township - Watervliet</b>		
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for Watervliet Township - Watervliet:</i>	1
<b>Total Count for all Zone:</b>		<b>61</b>

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



# Hartford Fire Department

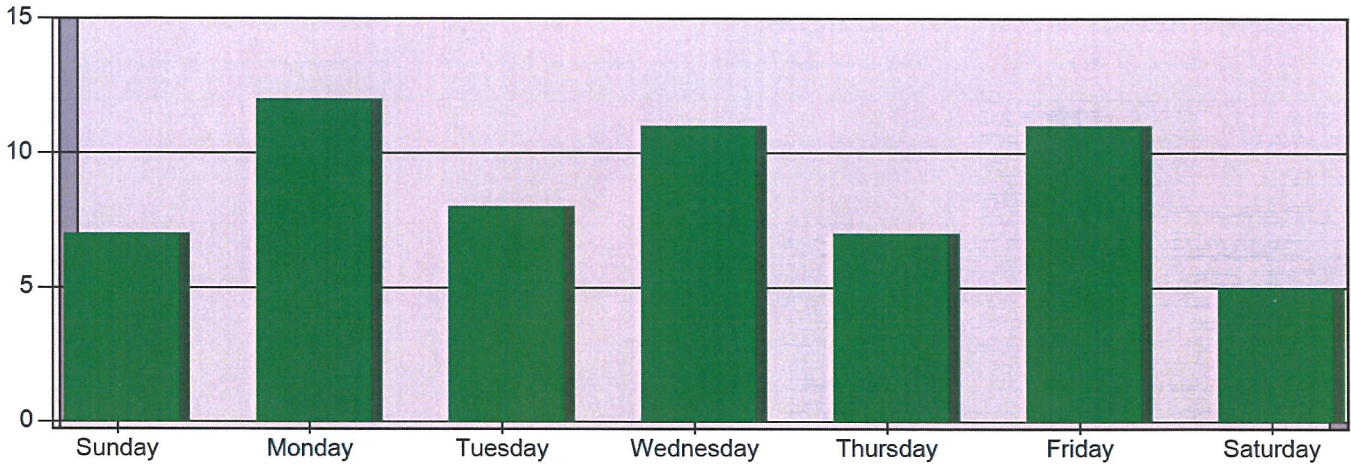
Hartford, MI

This report was generated on 2/3/2023 8:12:23 AM



## Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 01/01/2023 | End Date: 01/31/2023



DAY OF THE WEEK	# INCIDENTS
Sunday	7
Monday	12
Tuesday	8
Wednesday	11
Thursday	7
Friday	11
Saturday	5

**TOTAL**

**61**

Only Reviewed incidents included.



emergencyreporting.com  
Doc Id: 1284  
Page # 1 of 1

# Hartford Fire Department

Hartford, MI

This report was generated on 2/3/2023 8:14:06 AM



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

Start Date: 01/01/2023 | End Date: 01/31/2023

ANSWERS	# INCIDENTS
<b>USER-DEFINED FIELD: Dispatch Priority (Required)</b>	
1	37
2	18
3	6

<b>USER-DEFINED FIELD: Lift Assist (Required)</b>	
No	60
Yes	1

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



# Hartford Fire Department

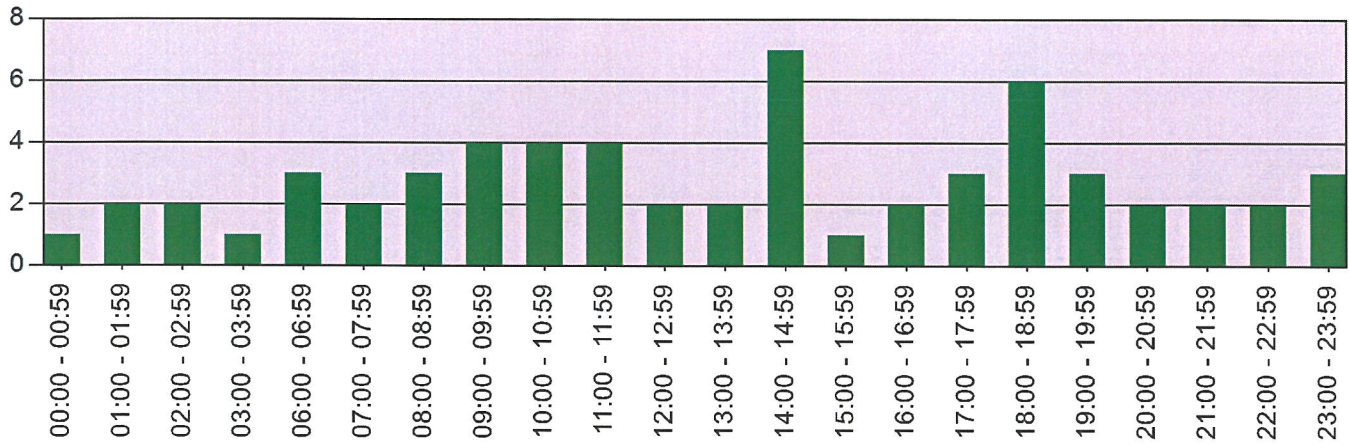
Hartford, MI

This report was generated on 2/3/2023 8:12:55 AM



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

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 01/01/2023 | End Date: 01/31/2023



HOURLY	# of CALLS
00:00 - 00:59	1
01:00 - 01:59	2
02:00 - 02:59	2
03:00 - 03:59	1
06:00 - 06:59	3
07:00 - 07:59	2
08:00 - 08:59	3
09:00 - 09:59	4
10:00 - 10:59	4
11:00 - 11:59	4
12:00 - 12:59	2
13:00 - 13:59	2
14:00 - 14:59	7
15:00 - 15:59	1
16:00 - 16:59	2
17:00 - 17:59	3
18:00 - 18:59	6
19:00 - 19:59	3
20:00 - 20:59	2
21:00 - 21:59	2
22:00 - 22:59	2
23:00 - 23:59	3
<b>TOTAL:</b>	<b>61</b>

Only REVIEWED incidents included.





**Roxann Isbrecht**

---

**From:** Helen Sullivan <hsulli.2012@gmail.com>  
**Sent:** Monday, February 20, 2023 11:49 AM  
**To:** Roxann Isbrecht  
**Subject:** Fire Board Report. 02/13/23

**ORGANIZATIONAL MEETING**

Hartford Fire Board Meeting  
02/13/2023  
7:00 pm

Present: Helen Sullivan, Chad Hunt, Gerry Birmley, Ron Sefcek ( new township rep.)  
Absent: Carlos Ledesma

Meeting was for the purpose of filling the vacant Board Chair position.  
Before nominations were opened, I suggested that the Chair person not be an elected official.  
I nominated Chad Hunt, who declined due to not having time to commit to the position.  
Ron Sefcek was then nominated and being no other nominations, he was appointed Board Chair in a vote of 2 yes, 1 no, 1 abstained.  
Meeting was adjourned at 7:30 pm.

**FIRE BOARD MEETING**

02/13/23  
7:30

Regular board meeting convened at 7:30.  
Present: Helen Sullivan, Ron Sefcek, Chad Hunt, Gerry Birmley.  
Absent: Carlos Ledesma

Bills totaling : \$27,349.64

61 calls for the month of January. This included 2 structure fires in Hartford/ Hartford Township, 1 in Watervliet and 1 in Lawrence. ( call off).

The amended City Contribution for the 2023/2024 budget was presented. The new amount is \$128,704.78, a difference of \$1079.66 from last year.

The new budget was presented and I was pleased that it was discussed line by line and any changes explained.  
Budget was passed : 4-0  
I feel that this is a budget we will all be able to agree to at our Joint Meeting.

I am pleased that changes were made as to who oversees or administers the investment accounts and the department credit card. The treasurer, Carlos Ledesma, is now responsible for this and will be sitting down with Carol. ( Dept. Secretary) and be brought up to speed on these items.  
This is more in line with the Joint Agreement that states that the Treasurer is responsible for these items.

The Donations and Gift Account per policy 1300-1301 that we discussed last month has been set up.  
With the help of City Manager Vitale, they will be applying for 501-3c status as a non-profit.

This will give them the proper paperwork to further apply for grants and except some gifts and donations.

Asst. Chief McGrew continues to apply for various grants to obtained equipment and other items to continue to improve the department.

I am happy to also support the development of a Fire Relief Fund to help area families displaced by fires. The department will be holding 2 fundraisers, one Mother's Day and another in the Spring to help fund this.

A meeting was held between the owner of Pride Care, surrounding departments and area private ambulance services in response to changes and rumors . I will defer to Mayor Hall and City Manager Vitale for discussion, as they were to meet with the Chief/ Asst. Chief.

Meeting was adjourned at 8:04



February 1, 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 January 2023. There were eight (08) priority one calls in January with the average response time of 07:13 minutes.

There were thirteen (13) priority two calls in January with the average response time of 10:39 minutes.

A total of twenty-one (21) calls were run in January with an average response of 09:20.

There were extended response times for run numbers 3591 and 3684 due to distance from another county and weather conditions. All local ambulances were committed to calls. The crews took the correct routes 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: 02/01/2023 14:11:31

Filters: Date Range (Pickup Time): 01/01/2023 to 01/31/2023 (Last Month); Last Status Timestamp: At Scene

## Response Priority: P1

Run #	Call Type	Vehicle	Pickup Time	At Scene	Response Time (MM:SS)
328-23	Advanced l	4115	1/2/2023 18:49	1/2/2023 18:53	3:30
616-23	Advanced l	4114	1/4/2023 18:54	1/4/2023 19:00	5:13
1324-23	Advanced l	4115	1/10/2023 10:09	1/10/2023 10:14	3:55
1490-23	Advanced l	4114	1/11/2023 12:57	1/11/2023 13:05	7:31
2049-23	Advanced l	4115	1/16/2023 11:13	1/16/2023 11:18	5:01
2639-23	Advanced l	4114	1/20/2023 21:23	1/20/2023 21:31	7:27
3591-23	Advanced l	4114	1/27/2023 17:38	1/27/2023 17:51	12:54
3684-23	Advanced l	4114	1/28/2023 21:41	1/28/2023 21:53	12:15
Totals:		8			7:13

## Response Priority: P2

Run #	Call Type	Vehicle	Pickup Time	At Scene	Response Time (MM:SS)
526-23	Advanced l	4114	1/4/2023 9:28	1/4/2023 9:39	9:11
622-23	Advanced l	4115	1/4/2023 20:00	1/4/2023 20:08	7:30
666-23	Advanced l	4115	1/5/2023 6:20	1/5/2023 6:32	10:54
837-23	Advanced l	4114	1/6/2023 10:15	1/6/2023 10:30	12:58
1304-23	Advanced l	4115	1/10/2023 5:08	1/10/2023 5:24	14:18
2097-23	Advanced l	4114	1/16/2023 19:25	1/16/2023 19:36	11:16
2650-23	Advanced l	4114	1/20/2023 22:19	1/20/2023 22:27	7:34
2988-23	Advanced l	4114	1/23/2023 22:11	1/23/2023 22:23	12:16
3002-23	Advanced l	4114	1/23/2023 22:11	1/23/2023 22:23	12:16
3142-23	Advanced l	4115	1/24/2023 16:17	1/24/2023 16:25	7:27
3727-23	Advanced l	4114	1/29/2023 14:37	1/29/2023 14:49	10:23
3950-23	Advanced l	4114	1/31/2023 11:14	1/31/2023 11:24	8:59
3978-23	Advanced l	4114	1/31/2023 14:32	1/31/2023 14:46	13:28
Totals:		13			10:39

## Overall Totals

Trips

21

Average Response Time

9:20



**JANUARY 2023**  
**VAN BUREN COUNTY BOARD OF COMMISSION MONTHLY ACTIVITY**

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. **Election of Chair and Vice Chair** – Commissioner Randall Peat was elected as Chair and Commissioner Paul Schincariol was elected Vice Chair during the January 10<sup>th</sup> Organizational Meeting.
2. **County Property Sale** – There was a request to sell the foreclosed property located at 42769 Evergreen Park, Decatur, MI 49045 and to allow the Drug Law Enforcement Fund to capture the proceeds by statute. This request was approved.
3. **Renaming the Board of Commissioners Room to the Donald Hanson Board of Commissioners Room**– Commissioner Hanson has led by example, set the bar, and made a lasting impact that we will cherish forever, the naming of a facility is an appropriate recognition for such a distinguished person. The Van Buren County Board of Commissioners approved the renaming of the Board of Commissioners Room to the Donald Hanson Board of Commissioners Room.
4. **Claims** – Claims in the amount of \$2,358,148.35 were approved for the month of December 2022.
5. **Request to use County property**– The Van Buren Conservation District is requesting the use of County property for the Paw Paw Recycle Roundup event scheduled to take place on June 24<sup>th</sup> from 9:00a.m – 2:00p.m. The Van Buren Conservation District is requesting to also use the restrooms inside the building for their staff/volunteers. This request has been approved.

## Re-Appointments/Appointments

1. **Land Bank Authority Board Re-Appointment – Zach Morris** - There was a vacancy on the Land Bank Authority Board and the request for the appointment of Zach Morris to join the Land Bank Authority Board with an expiration date of 12/31/2026, was approved.
2. **Parks Commission Appointment – Emily Hickmott** - There was a vacancy on the Parks Commission and Emily Hickmott is seeking appointment. Paul Garrod has been a part of other local Boards, United Christian Services, Former chairperson for the Lawrence Ox Roast and Homecoming Committee for 33 years, and Van Buren Youth Fair Board member for 22 years. The appointment to the Parks Commission was approved with a term ending 12/31/2025.
3. **Re-Appointment to Building Authority – Wayne Nelson** – The Van Buren County Board of Commissioners are responsible for making appointments to the Building Authority Board and the appointment of Wayne Nelson expires December 31, 2022. It is necessary to make the re-appointment or a new appointment for this position. Wayne Nelson filed an application for his re-appointment for a three-year term to expire on December 31, 2025. The Board approved the re-appointment.
4. **Appointment to the District Health Board – Donald Hanson** - The Van Buren County Board of Commissioners are responsible for making appointments to the District Health Board. There was a request to review and approve the appointment of Donald Hanson to the District Health Board.
5. **Appointment to the District Health Board – Tina Leary** - The Van Buren County Board of Commissioners are responsible for making appointments to the District Health Board. There was a request to review and approve the appointment of Tina Leary to the District Health Board.
6. **Appointment to Kinexus Board – Tina Leary** - The Van Buren County Board of Commissioners are responsible for making appointments to the Kinexus Board. There was a request to review and approve the appointment of Tina Leary to the District Health Board for a three-year term, set to expire on December 31, 2025.
7. **Appointment to Kinexus Board – Kurt Doroh** - The Van Buren County Board of Commissioners are responsible for making appointments to the Kinexus Board. There was a request to review and approve the appointment of Kurt Doroh to the District Health Board for a three-year term, set to expire on December 31, 2025.

---

Facebook: <https://www.facebook.com/VanBurenCountyMI/> 

LinkedIn: <https://www.linkedin.com/company/van-buren-county-government> 

Twitter: <https://twitter.com/VanBurenCoMI> 

Watch us on our [YouTube page](#). 

Board meeting agendas and minutes: <https://www.vanburencountymi.gov/129/Agendas-Minutes>

# HARTFORD PUBLIC WORKS DEPARTMENT

200 Beachwood St.  
621-3022  
Justin Ryan Supt.



2/27/2023

## MAINTENANCE DEPARTMENT

Serviced all the equipment that required servicing  
Repaired all the equipment that required repairing  
Haul snow as needed.  
Plow snow as needed,  
Put up school banners.  
Repair water leak at WWTP.

## WATER DEPARTMENT

Water turn off	<u>2</u>
Water turn on	<u>0</u>
Water meter repairs	<u>2</u>
Water leaks repaired	<u>1</u>
Water meters read by request	<u>3</u>
Water services replaced to water main	<u>1</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.



2/27/2023

## WATER QUALITY AVERAGE FOR THE MONTH

### Raw Water

Iron	<u>1.54</u> ppm
Manganese	<u>0.149</u> ppm
pH	<u>7.3</u>

### Finished Water

Iron	<u>0</u> ppm
Manganese	<u>0</u> ppm
Chlorine	<u>1</u> ppm
Phosphates	<u>1.3</u> ppm
Flouride	<u>0.8</u> ppm
pH	<u>7.2</u>

### Chemicals used

	<b>Total Lbs</b>
Chlorine	<u>128</u>
Phosphates	<u>209</u>
Flouride	<u>195</u>

### Average Daily Use

	<b>Average Daily Use</b>
	<u>4.1</u>
	<u>6.7</u>
	<u>6.2</u>

## WATER PUMPED FOR THE MONTH

Backwash water 5.407 Million Gallons

160,000 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>





**JANUARY 2023  
LIST OF BILLS  
CK #37691 TO CK # 37767**

NUMBER	WRITTEN TO	DESCRIPTION	TOTAL
37691	EMILY ALLEN	BALANCE OF WATER DEPOSIT FOR 105 S MAPLE ST	105.60
37692	AUTO-WARES GROUP	OIL FILTERS, GREASE GUN AND OTHER SUPPLIES FOR DPW	194.44
37693	PAMELA BENCH	CLEANING AT CITY HALL ON 1/4/23 FOR 2.5 HOURS	62.50
37694	BEST WAY DISPOSAL INC	WWTP, DPW & CITY HALL TRASH SERVICE FOR DECEMBER 2022	356.68
37695	CINTAS CORPORATION	FIRST AID SUPPLIES - DPW, CITY HALL & POLICE	256.88
37696	CONSUMERS ENERGY	CITY HALL, IRP & DPW GAS BILLS - 11/22-12/21/2022	1,374.71
37697	DETROIT SALT COMPANY	50.59 TONS OF SALT FOR STREETS - 2ND DELIVERY FOR SEASON	3,200.83
37698	ELECTIONSOURCE	ICP & ICX ANNUAL MAINTENANCE CONTRACT FOR ELECTIONS PER STATE OF MI	615.00
37699	EPS SECURITY	SERVICE/MONITORING AGREEMENT FOR 2/1/23 THROUGH 4/30/23	375.00
37700	FERGUSON WATERWORKS	INJECTOR PUMP FOR IRP	1,254.28
37701	FRONTIER	DPW PHONE 12/25/22-1/24/23	70.60
37702	HARTFORD BUILDING AUTHORITY	CITY HALL LEASE FOR JANUARY 2023	4,166.67
37703	KELLOGG HARDWARE	MISC HARDWARE SUPPLIES FOR DECEMBER 2022	303.16
37704	JOANN NEWNUM	CLEANING AT CITY HALL ON 1/4/2023 FOR 2.5 HOURS	62.50
37705	TOM NEWNUM	CLEAN CITY HALL 1/4/2023	50.00
37706	SCHUITMAKER, COOPER & CYPHER	LEGAL SERVICES - 11/23-12/29/22 - MISC (AUDIT LETTER/PARK LOT) (\$550.00) LEGAL SERVICES - 11/11-12/6/22 - FIRE DEPT ARBITRATION (\$2860.00)	3,410.00
37707	SMITH HAUGHEY RICE & ROEGGE	LEGAL SERVICES THROUGH DEC 22, 2022 - F.D. ARBITRATION	2,651.50
37708	JOHN STEENWYK	SERVICE CALL ON FURNACE AT IRP - REPLACE HIGH LIMIT CONTROL	106.00
37709	THE TRI-CITY RECORD	MISS HARTFORD "GOOD LUCK" AD	46.00
37710	VAN BUREN COUNTY	VOTER'S CARD PRINTING FOR QTR ENDING DEC 31, 2022	49.35
37711	ABONMARCHE	CLARK & LINDEN STREET IMPROVEMENTS PROJECT	2,000.00
37712	ALEXANDER CHEMICAL CORP.	IRP RENTAL INVOICE + CHEMICALS & RENTAL INVOICE FOR WWTP	4,004.45
37713	MICHAEL BANIC	OCCUPANCY INSPECTIONS 1/11/23	120.00
37714	BLOOMINGDALE COMMUNICATIONS	PHONE & INTERNET SERVICE FOR JANUARY 2023	356.37
37715	FIRST ADVANTAGE LNS	DPW DRUG TESTING - JUSTIN RYAN	280.72
37716	GAGE MOTORS	HEADLIGHT FOR DODGE CHARGER	65.99
37717	GALLS, LLC	CLOTHING FOR POLICE DEPT - 3 PAIRS PANTS, COMPLETE UNIFORMS & BULLET PROOF VEST FOR OFFICER IVY, BELT BUCKLES & 2 DOUBLE DUTY JACKETS	1,493.77
37718	HACH COMPANY	CHLORINE POWDER PILLOWS & BOD BUFFER PILLOWS, MEMBRANE FILTERS, PHOSPHORUS, & 5 PETRI DISHES FOR WWTP	2,500.80
37719	HARTFORD FIRE BOARD	JANUARY 2023 CONTRACTUAL PAYMENT	10,208.68
37720	HUNGERFORD NICHOLS	FISCAL 2021-2022 ANNUAL AUDIT FINAL BILL	8,500.00
37721	INDIANA MICHIGAN POWER	DECEMBER 2022 ELECTRIC BILLS	6,732.84
37722	MICHIGAN AGRIBUSINESS SOLUTION	253,000 BIOSOLID LIQUID LAND APPLICATION (\$2,408.56 FUEL) - WWTP	16,576.56
37723	MIDWAY ELECTRIC, INC.	SERVICE CALL ON HEATER FOR GRIT CLASSIFIER AT WWTP	310.00
37724	TOM NEWNUM	CLEAN CITY HALL 1/11/2023	50.00
37725	PRAIRIE FARMS	DISTILLED WATER FOR WWTP	237.14
37726	QUILL LLC	NEW "PAID" STAMP FOR CASH RECEIPTING	73.99
37727	RUDELL REPAIR	REPAIR BACKHOE (FUEL SYSTEM LEAKING)	1,221.00
37728	SCOTT STAIR	REIMBURSEMENT FOR COAT & BOOTS FROM TRACTOR SUPPLY CO	220.46
37729	TRACE ANALYTICAL LABORATORIES	IRP WATER SAMPLE TESTING - 12/26/22 (ALKALINITY & ANIONS)	117.75
37730	JUSTIN VANDEVOREN	REIMBURSEMENT FOR A REAM OF PAPER PURCHASED AT RITE AID FOR POLICE DEPT	5.82
37731	VILLAGE OF PAW PAW	NOVEMBER 2022 LAB ANALYSIS	120.00
37732	WALTER L. DE VISSER, SR.	MECHANICAL PERMIT CH22014 - IMMACULATE CONCEPTION CHURCH	185.00
37733	WILLIAM (ARTIE) WILCOX	ELECTRICAL PERMIT 22HE004 - 19 W MAIN ST ALARM (FINAL), 22HE015 - 501 HILLSBOROUGH (FINAL) AND 22HE019 - 132 PARAS HILL (FINAL)	837.90
37734	ZIELKE TOWING	OIL CHANGE FOR DODGE CHARGER	42.00
37735	PAMELA BENCH	CLEANING AT CITY HALL ON 1/18/2023 FOR 3.75 HOURS	93.75
37736	BLUE CARE NETWORK OF MI	FEBRUARY 2023 HEALTH INSURANCE	13,145.60
37737	FLEMING BROTHERS OIL CO	GASOLINE & DIESEL FOR DECEMBER 2022	4,258.26
37738	FRONTIER	WWTP PHONE, INTERNET & ALARM 1/13-2/12/2023 + LIFT STATION PHONE 1/7-2/6/23	320.76
37739	LAKESIDE FIRE & SAFETY	ANNUAL FIRE EXTINGUISHER INSPECTION & MAINTENANCE	179.94
37740	MCDONALD'S TOWING	WINCH DODGE CHARGER FROM BEING STUCK IN SNOW ON 12/24/2022	172.50
37741	JOANN NEWNUM	CLEANING AT CITY HALL ON 1/18/2023 FOR 3.75 HOURS	93.75
37742	TOM NEWNUM	CLEAN CITY HALL 1/18/2023	50.00
37743	PC SERVICES	APC BX1000M BATTERY BACKUP + LABOR HOURS 6/5/2022-1/12/2023	1,584.00
37744	TRACE ANALYTICAL LABORATORIES	PFAS TESTING AT IRP 1/16/2023, QUARTERLY LLHG ANALYSIS AT WWTP ON 1/2/2023 AND IRP WATER SAMPLE TESTING ON 1/13/23 (ALKALINITY & ANIONS)	1,037.25
37745	THE TRI-CITY RECORD	SEALED BIDS AD FOR SOUTH MUNICIPAL PARKING LOT PROJECT	367.50
37746	UNUM LIFE INSURANCE CO OF AMERICA	FEBRUARY 2023 LIFE & DISABILITY INSURANCE	685.59
37747	ANDREW WARNER	24.167 HOURS AS OPERATOR AT WWTP (1/1-1/14/2023)	1,208.35
37748	WIGHTMAN & ASSOCIATES, INC.	PROJECT 212081 - E LINDEN & CLARK (CDBG GRANT) = \$12,839.38 PROJECT 190496 - TWP PFAS WATER MAIN EXTENSION = \$16,472.18 PROJECT 202307 - DWAM GRANT APPLICATION = \$1,864.39	31,175.95
37749	WILLIAM (ARTIE) WILCOX	ELECTRICAL PERMIT 23HE001 - 15 PROSPECT (FINAL) AND ELECTRICAL PERMIT 22HE021 - 204 N MAPLE (FINAL)	292.50
37750	MICHIGAN MUNICIPAL EXECUTIVES	ANNUAL MEMBERSHIP & WINTER INSTITUTE REGISTRATION FEE FOR SANYA VITALE	450.00
37751	AMERIGAS - HARTFORD 5254	PROPANE FOR LAB AT WWTP	2,312.71
37752	AT&T MOBILITY	FIRST NET SERVICE FOR CELL PHONES 12/12/22-1/11/23	404.84
37753	CINTAS CORPORATION	FIRST AID SUPPLIES - CITY HALL & DPW	142.97
37754	COAST TO COAST SOLUTIONS	EVIDENCE BAGS FOR POLICE DEPT	560.41
37755	DELTA DENTAL	FEBRUARY 2023 DENTAL INSURANCE	861.58
37756	FRONTIER	IRP LOCAL PHONE & INTERNET 1/16-2/15/2023 + CASINO LIFT STATION PHONE 1/17-2/16/23	217.40
37757	HARTFORD AREA CHAMBER OF COMMERCE	BANQUET TICKETS- RICK HALL, FRANK DOCKTER & SANYA VITALE	60.00
37758	HARTFORD AREA CHAMBER OF COMMERCE	2023 MEMBERSHIP RENEWAL	50.00
37759	INFRASTRUCTURE ALTERNATIVES	IPP RESPONSE & USER PERMIT FINALIZATION/EGLE FOLLOW UP TO SVN-01089	1,800.00
37760	INTERNATIONAL INSTITUTE OF CLERKS	2023 ANNUAL MEMBERSHIP FOR CLERK - ROXANN RODNEY-ISBRECHT	185.00



JANUARY 2023  
LIST OF BILLS  
CONTINUED

NUMBER	WRITTEN TO	DESCRIPTION	TOTAL
37761	MICHIGAN OFFICE SOLUTIONS INC	CITY HALL & POLICE COPIER MAINTENANCE AGREEMENTS 1/24-4/23/2023	1,082.61
37762	MISS DIG SYSTEM, INC.	2023 ANNUAL MEMBERSHIP FEES	1,415.95
37763	TOM NEWNUM	CLEAN CITY HALL 1/23/2023	50.00
37764	SMITH HAUGHEY RICE & ROEGGE	LEGAL SERVICES THROUGH JAN 17, 2023 - F.D. ARBITRATION	618.75
37765	TRACE ANALYTICAL LABORATORIES	LOCAL LIMITS TESTING FOR AMHAWK 1/11/2023 (BEING CHARGED TO AMHAWK)	487.25
37766	VARNUM ATTORNEYS AT LAW	LEGAL SERVICES 12/1/22 THROUGH 12/7/2022 (F.D. ARBITRATION)	915.00
37767	VISION SERVICE PLAN	FEBRUARY 2023 VISION INSURANCE	127.27
<b>77 TOTAL CHECKS</b>			<b>\$ 141,380.38</b>
LUMEN		LONG DISTANCE PHONE BILL FOR DPW & WWTP	2.57
BLUE WATER MANAGEMENT SOLUTIONS, INC		TRAINING ON PUMPS & MOTORS FOR DAN STAUNTON & RICKY RICKS	330.00
UNITED STATES POSTAL SERVICE		POSTAGE FOR UTILITY BILLING	530.40
UNITED STATES POSTAL SERVICE		POSTAGE FOR NOTICE OF ASSESSMENTS	540.00
UNITED STATES POSTAL SERVICE		POSTAGE TO MAIL W-2, W-3, & 1099 TO TREASURY PLUS ROLLS OF STAMPS	543.60
UNITED STATES POSTAL SERVICE		EXTRA POSTAGE FOR UTILITY BILLING BECAUSE STAMP PRICES ARE INCREASING	840.00
HOLIDAY INN GRAND RAPIDS DOWNTOWN		HOTEL ROOM FOR SANYA VITALE (CITY MANAGER) TO ATTEND WINTER WORKSHOP	454.53
AMAZON		5 PAIRS OF JEANS FOR SCOTT STAIR (WWTP)	136.55
MICHIGAN RURAL WATER ASSOCIATION		RENEWAL OF WASTEWATER OPERATOR JOB POSTING	49.00
MICHIGAN MUNICIPAL LEAGUE		VIRTUAL TRAINING FOR COMMISSIONER SULLIVAN	105.00
<b>TOTAL OF DEBIT CARD TRANSACTIONS FOR JANUARY 2023</b>			<b>\$ 3,531.65</b>
<b>TOTAL GROSS PAYROLL FOR MONTH OF JANUARY 2023</b>			<b>\$ 58,594.01</b>
<b>GRAND TOTAL FOR JANUARY 2023</b>			<b>\$ 203,506.04</b>



**FEBRUARY 2023  
LIST OF CHECKS ALREADY WRITTEN  
CK #37768 TO CK # 37796**

NUMBER	WRITTEN TO	DESCRIPTION	TOTAL
37768	AUTO-WARES GROUP	REGAL R0150 OIL FOR WWTP	240.00
37769	BADGE & WALLET	POLICE CHIEF BADGES FOR MIKE PRINCE	855.00
37770	PAMELA BENCH	CLEANING AT CITY HALL ON 2/2/2023 FOR 3 HOURS	175.00
37771	CONSUMERS ENERGY	DPW, IRP & CITY HALL GAS BILLS 12/22-1/23/2023	1,293.31
37772	DUBOIS CHEMICALS, INC	55 POUNDS OF P-508 FOR WWTP	400.51
37773	FRONTIER	DPW PHONE 1/25-2/24/2023	70.94
37774	HACH COMPANY	PHOSPHORUS FOR WWTP	855.50
37775	HARTFORD BUILDING AUTHORITY	CITY HALL LEASE FOR FEBRUARY 2023	4,166.67
37776	KELLOGG HARDWARE	MISC HARDWARE SUPPLIES FOR JANUARY 2023	504.04
37777	LOOK SHARP MARKETING	5 SHIRTS EACH FOR DPW & WWTP WITH CITY LOGO	816.40
37778	JOANN NEWNUM	CLEANING AT CITY HALL ON 2/2/2023 FOR 3 HOURS	175.00
37779	TOM NEWNUM	CLEAN CITY HALL 2/1/2023	50.00
37780	STATEWIDE FORD LINCOLN	NEW POLICE VEHICLE - 2022 FORD EXPLORER + DELIVERY	45,630.00
37781	TRACE ANALYTICAL LABORATORIES	IRP WATER SAMPLE TESTING - 1/23/2023 (ANIONS & ALKALINITY)	119.75
37782	USA BLUE BOOK	MISC ITEMS FOR LAB AT WWTP	383.71
37783	VAN BUREN COUNTY	VERIZON MODEMS 9/24/2022- 1/23/2023 (4 MONTHS)	320.08
37784	WALTER L. DE VISSER, SR.	MECHANICAL PERMIT CH23001 - IMMACULATE CONCEPTION CHURCH	204.50
37785	ANDREW WARNER	20.25 HOURS AS OPERATOR AT WWTP (1/16-1/29/2023)	1,012.50
37786	PAMELA BENCH	CLEANING AT CITY HALL ON 2/9/2023 FOR 4 HOURS	100.00
37787	DELTA DENTAL	JAN 2023 DENTAL INSURANCE (STOP PAY AND RE-ISSUE CK THEY DID NOT RECEIVE)	824.72
37788	HARTFORD AREA CHAMBER OF COMMERCE	ANNUAL BANQUET TICKET FOR COMMISSIONER DANGER	20.00
37789	HARTFORD AREA CHAMBER OF COMMERCE	2023 STRAWBERRY FESTIVAL SPONSORSHIP FROM CITY	500.00
37790	HARTFORD FIRE BOARD	FEBRUARY 2023 CONTRACTUAL PAYMENT	12,307.89
37791	MI ASSOC. OF CHIEFS OF POLICE	ANNUAL MEMBERSHIP FOR SANYA VITALE (CITY MANAGER)	115.00
37792	JOANN NEWNUM	CLEANING AT CITY HALL ON 2/9/2023 FOR 4 HOURS	100.00
37793	TOM NEWNUM	CLEAN CITY HALL 2/8/2023	50.00
37794	TICHENOR, INC	MATERIALS FOR CITY HALL ROOF PROJECT (LESS 10% RETAINAGE)	66,453.30
37795	WIGHTMAN & ASSOCIATES, INC.	PROJECT 222250 S MUNICIPAL PARKING LOT RESURFACING (DDA)	3,657.50
37796	MICHAEL BANIC	OCCUPANCY INSPECTIONS 2/2/23 AND 2/15/23	255.00
<b>28 TOTAL CHECKS ALREADY WRITTEN</b>			<b>\$ 141,656.32</b>
2/2/2023	MICHIGAN MUNICIPAL LEAGUE	VIRTUAL/ZOOM TRAINING FOR COMMISSIONER BELTRAN	105.00
2/2/2023	MICHIGAN MUNICIPAL LEAGUE	VIRTUAL/ZOOM TRAINING FOR MAYOR HALL	105.00
2/1/2023	CROWN TROPHY	CITY MANAGER NAME PLATE & NAME BADGE + ENGRAVE KEYS TO CITY (MR/MISS)	39.36
2/3/2023	LUMEN	LONG DISTANCE TELEPHONE PAYMENT FOR DPW & WWTP	0.64
2/3/2023	HOLIDAY INN GRAND RAPIDS DOWNTOWN	MEAL PURCHASED FOR SANYA WHILE ATTENDING MME WINTER WORKSHOP	24.60
2/8/2023	AMAZON	CELL PHONE CASE & SCREEN PROTECTOR FOR CHIEF'S CELL PHONE	55.92
2/9/2023	STURGIS BANK & TRUST CO	WIRE IN TRANSFER FEES CHARGED BY BANK FOR BOND DRAWS	10.00 30.00
2/13/2023	UNITED STATES POSTAL SERVICE	MAILED BOX WITH EVIDENCE FOR POLICE DEPARTMENT	5.50
2/16/2023	UNITED STATES POSTAL SERVICE	MAILED IPP PERMIT FOR AM HAWK 200 DUNBAR ST	9.24
<b>TOTAL OF DEBIT CARD TRANSACTIONS FOR FEBRUARY 2023</b>			<b>\$ 375.26</b>
<b>TOTAL GROSS PAYROLL FOR MONTH OF FEBRUARY 2023</b>			<b>\$ 62,288.93</b>



**FEBRUARY 2023  
LIST OF BILLS NOT PAID YET**

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
ALEXANDER CHEMICAL CORP.	IRP RENTAL INVOICE	238.00	
	CHEMICALS FOR IRP (CHLORINE & FLOURIDE)	1,717.87	
	WWTP RENTAL INVOICE	46.75	2,002.62
AT & T MOBILITY	FIRST NET SERVICE FOR CELL PHONES 1/12-2/11/23 + MANAGER PHONE		554.83
BAKER TILLY MUNICIPAL ADVISORS	SERVICES RELATED TO JUNIOR LIEN REVENUE BONDS SERIES 2022B		9,500.00
BEAVER RESEARCH COMPANY	FREIGHT CHARGES NOT PAID ON INV #0333487-IN FROM 9/7/2021	20.56	
	NITRILE GLOVES FOR DPW + SHIPPING	447.62	468.18
PAMELA BENCH	CLEANING AT CITY HALL ON 2/17/2023 (5.5 HOURS)		137.50
BEST WAY DISPOSAL INC	CITY HALL TRASH SERVICE FOR JANUARY 2023	105.89	
	DPW TRASH SERVICE FOR JANUARY 2023	144.40	
	WWTP TRASH SERVICE FOR JANUARY 2023	110.70	360.99
BLOOMINGDALE COMMUNICATIONS	PHONE & INTERNET SERVICES FOR FEBRUARY 2023		356.37
BLUE CARE NETWORK OF MI	MARCH 2023 HEALTH INSURANCE		14,529.36
BLUE WATER MNGMT SOLUTIONS	CHEMICAL USAGE TRAINING FOR DAN STAUNTON & RICKY RICKS		330.00
CAPP USA	PENS & DAILY CHARTS FOR WWTP LAB		442.85
CINTAS CORPORATION	FIRST AID SUPPLIES FOR CITY HALL	96.11	
	FIRST AID SUPPLIES FOR DPW	55.49	151.60
CORE & MAIN LP	METER SPACER FOR CASINO METER		445.00
CUMMINS SALES & SERVICES	REPAIR GENERATOR AT IRP - REPLACED BLOCK HEATER		1,014.12
DAN'S AUTOMOTIVE	OIL CHANGE FOR BANGOR CAR THAT WE BORROWED		35.54
DELTA DENTAL	MARCH 2023 DENTAL INSURANCE		747.10
DETROIT SALT COMPANY	48.48 TONS OF SALT FOR STREETS		3,067.33
DICKINSON WRIGHT PLLC	COUNCIL FEES & EXPENSES FOR BOND SERIES 2022B		10,000.00
DOUBLEDAY OFFICE PRODUCTS	USED FIRE KING 4 DRAWER FILE CABINET FOR MANAGER'S OFFICE + DELIVERY		1,750.00
ENTERPRISE ENVELOPE INC.	BUSINESS CARDS FOR OFFICER IVY	97.00	
	BUSINESS CARDS FOR SANYA VITALE (CITY MANAGER) & MIKE PRINCE (POLICE CHIEF)	187.00	
	BUSINESS CARDS FOR ORDINANCE OFFICER BRANDON CROSSMAN	93.50	
	500 CIVIL INFRACTION TICKETS	443.48	
	2000 - 24 HOUR WATER SHUT OFF DOOR HANGERS	368.50	
	2000 - WATER SHUT OFF NOTICE DOOR HANGERS	258.50	1,447.98
FLEMING BROTHERS OIL CO	GASOLINE 1/11/2023	1,002.79	
	NEW NOZZLE FOR GAS TANK	80.00	
	GASOLINE 1/26/2023	1,108.46	2,191.25
FRONTIER	LIFT STATION PHONE 2/7-3/6/2023	49.75	
	WWTP PHONE, INTERNET & ALARM 2/13-3/12/2023	270.83	
	IRP INTERNET 2/16-3/15/2023	59.98	
	CASINO LIFT STATION 2/17-3/16/2023	126.92	507.48
HARTFORD BUILDING AUTHORITY	CITY HALL LEASE FOR MARCH 2023		4,166.67
HARTFORD FIRE BOARD	MARCH 2023 CONTRACTUAL PAYMENT		11,484.76
INDIANA MICHIGAN POWER	JANUARY 2023 ELECTRIC BILLS		7,048.96
INFRASTRUCTURE ALTERNATIVES, INC	IPP RESPONSES TO EGGLE + IPP SAMPLING & AMHAWK SAMPLING PLAN		1,100.00
INSITUFORM TECHNOLOGIES USA	PAY REQUEST #1 FOR WASTEWATER IMPROVEMENTS BOND SERIES 2022		63,199.74
J.S. BUXTON LLC	2600 GALLONS OF BULK LIME		1,625.00
KENDALL'S SEPTIC & SEWER	ROD SEWER AT 201 REYNOLDS ST		175.00
MI MUNICIPAL TREASURERS ASSOC	TREASURER'S ADVANCED INSTITUTE FOR PAM SHULTZ (MAY 21-MAY 24, 2023)		379.00
MILLER THERMOMETER CO.	SHIPPED KEYS TO THE CITY TO CROWN TROPHY TO BE ENGRAVED		13.10
MILLER, CANFIELD, PADDOCK	FIRE DEPARTMENT ARBITRATION		615.00
JOANN NEWNUM	CLEANING AT CITY HALL ON 2/17/2023 (5.5 HOURS)		137.50
TOM NEWNUM	CLEAN CITY HALL 2/15/2023	50.00	
	CLEAN CITY HALL 2/22/2023	50.00	100.00
PAYJAY, INC	PAY REQUEST #1 FOR WASTEWATER IMPROVEMENTS BOND SERIES 2022		205,463.30
PC SERVICES	ADOBE ACROBAT PRO 2020 FOR CITY MANAGER	619.99	
	ADOBE ACROBAT PRO 2020 FOR CITY CLERK	619.99	
	ADOBE ACROBAT PRO 2020 FOR CITY TREASURER	619.99	1,859.97
ROSE STREET ADVISORS, LLC	FINAL PAYMENT ON HANDBOOK REVISIONS		1,475.00
SIEMANS FORD	CATALYTIC CONVERTER FOR 2022 FORD EXPLORER/INTERCEPTOR (POLICE)		1,195.49
STAPLES CREDIT PLAN	WEEKLY PLANNER, PAPER, PENCILS, INDEX CARDS & FILE FOLDERS		160.78
TRACE ANALYTICAL LABORATORIES, INC	IRP WATER SAMPLE TESTING - 2/7/2023 (ANIONS & ALKALINITY)		90.50
TRI CITY RECORD	TOWNSHIP PFAS WATER EXTENSION PROJECT - AD FOR BIDS	294.00	
	CODE ENFORCEMENT OFFICER JOB POSTING	49.00	
	BOARD OF REVIEW 3 DAYS @257.25 EACH	771.75	1,114.75
TYLER TECHNOLOGIES	ANNUAL MAINTENANCE & SUPPORT APR 1, 2023 THROUGH MAR 31, 2023		6,381.23
UNUM LIFE INSURANCE CO OF AMERICA	MARCH 2023 LIFE & DISABILITY INSURANCE		615.07
USA BLUE BOOK	2 REPLACEMENT CAPS FOR BOD PROB AT WWTP	403.45	
	POCKET PRO PH & TEMP TESTER FOR WWTP	185.44	
	FILTERS, BUFFER, THERMOMETER, TWEEZERS, ETC FOR WWTP LAB	1,137.31	
	DIGITAL REACTOR BLOCK FOR WWTP	2,060.57	3,786.77
VARNUM ATTORNEYS AT LAW	LEGAL SERVICES 1/5/23 THROUGH 1/12/23 (FIRE DEPT ARBITRATION)		1,125.00
VILLAGE OF PAW PAW	DECEMBER 2022 LAB ANALYSIS		120.00
VISION SERVICE PLAN	MARCH 2023 VISION INSURANCE		105.87
SANYA VITALE	MILEAGE & MEAL FOR WINTER WORKSHOP PLUS MILEAGE TO LAWYER'S OFFICE		148.38
WALKER PROCESS EQUIPMENT	6 - RBC DRIVE BELTS FOR WWTP		217.97
WIGHTMAN & ASSOCIATES, INC.	PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	9,383.88	
	PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	6,834.76	
	PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	1,620.00	
	PROJECT 202307 - DWAM GRANT APPLICATION	2,287.50	
	PROJECT 190496 - HARTFORD TWP PFAS WATER MAIN EXTENSION	16,180.75	36,306.89

TOTAL CHECKS TO BE WRITTEN ON FEBRUARY 28, 2023 \$ 400,251.80

**GRAND TOTAL FOR FEBRUARY 2023 \$ 604,572.31**



## CITY MANAGER'S REPORT February 27 2023

### **TRAINING:**

City Manager attended training with the Michigan Municipal Executives. I attended sessions pertinent to the City of Hartford, including those that covered hiring and training police; collective bargaining; understanding waste water treatment plant operations; Commission/manager relations; etc. It was a very worthwhile training where I made many contacts with other managers and officials.

### **WIGHTMAN INFRASTRUCTURE UPDATES:**

See attached- I met with Mickey Bitner who provided me with a project-by-project update of the work they are actively supporting. I also met with all of the Wightman project managers/engineers assigned to each project to get additional details about specific projects.

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

After researching some details about the project in Yemi's files and emails, I spoke with the contractor, Tichenor Inc., out of Battle Creek. Yemi asked that the contractor store the materials, which were purchased last year, at their facility, for safe keeping over the winter. There was an email that the work that had been done prior to inclement weather, should prevent leaks, however, the contractor, stated when we spoke that this did not include the entire roof, only those places they had sealed. As the email did not state this, we agreed to negotiate the leak work once the roof was complete. The contractor did say we would be first on the roster once the weather was ready.

### **WWTP:**

Toured WWTP with staff and Wightman engineer. Noted many issues stemming from a lack of overall ongoing maintenance. Spoke with staff about immediate tasks that needed to be done, including fixing broken doors, installing new lights where temporary lights were being used, fixing existing hazards, cleaning up clutter, cleaning the laboratory, and maintaining the grounds. Staff are providing a weekly update on work and efforts to fix the property up. I met with Wightman engineers to discuss the current upgrades and ongoing upkeep of the plant itself to get an understanding of upcoming needs for the plant.

I met with our contracted WWTP operator, who remarked that he is very open to working with us to get someone onboard and trained to be our new operator or continue acting as our operator. He seems very educated and capable of handling our needs with the plant and EGLE. I will be working closely with him to ensure ongoing compliance with our permits.

After speaking with both Wightman and our WWTP operator, I believe that we can use the UV lights. The WWTP Operator is working with EGLE to see if we could be a pilot site for a new process that would allow us to use the UV lights after applying a new chemical process called Neo Water FX300. This process would allow the WWTP Operator to avoid ferric stains on the UV bulbs. This process is expected to be approved by EGLE for trial this spring or early summer. If this doesn't work, I will recommend that we work with Wightman to apply their prescribed treatment of the UV process. Wightman has made the offer that if we try their process according to their prescription, and it doesn't work, they will refund the City the cost of UV lights.

**DPW**

I toured the DPW facility with staff and learned about our equipment and shop. This facility is packed tight with equipment and replacement fixtures. Staff was advised to start clearing out space where clutter had been accumulating. I spoke with Justin about DPW taking on some of the outsourced work that the City has been contracting out and he felt we could take it on without any issue; this includes putting up Christmas lights at City Hall among other tasks.

**IRP:**

I toured the IRP with staff. This is a remarkable facility. It is beautifully kept- the only issue being some water retained on the floor due to ground sloping issues. Staff indicated that we will need to rebuild well 5- this will cost roughly \$25,000. Additionally, within the next few years, the control panel will need upgrading and other wells will need rebuilding as well.

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. 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.

**HARTFORD POLICE DEPARTMENT**

Mike Prince was named Chief prior to Yemi's retirement. This is allowed under the City Charter. In some communities appointments of Department Heads are recommended by the City Manager and then approved by the City Commission, this process is not outlined in the Charter or Code of Ordinances. We are working on getting Chief Prince signed up as a member with the Michigan Association of Police Chiefs and then to the new Chiefs training offered by the Association which is offered twice a year.

The Ordinance Officer resigned. A posting has been issued and we are looking for a replacement at this time. We are also looking for a part-time officer and have posted the Lieutenant position internally.

The new police cruiser has arrived and the one in the shop has been returned. Chief Prince has been having the new cruiser outfitted with the necessary equipment to make it road ready. The cruiser just returned from the shop will still need body work, but that is still being scheduled. The Bangor cruiser was returned with our appreciation.

**ATTORNEY UPDATE**

I met with Harold Schuitmaker on several issues, including the Interlocal Fire Agreement with Hartford Township, the neighbor dispute occurring at Main/Marion, human resources issues, collective bargaining and general City issues. Mr. Schuitmaker does not work on labor issues so after discussion with and input from Mr. Schuitmaker, we will be contracting with Kotz, Sangster, Wysocki for these services.

Mr. Schuitmaker is working with the Township attorney to create an Interlocal Fire Agreement that both communities are willing to agree upon, as after the Commission met in January and approved the proposed

Interlocal Agreement, there were requested changes. As such, it was suggested and agreed upon that the attorneys work on the agreement until all parties are satisfied.

### **DDA**

The DDA met this month and reviewed the South Parking Lot project and requested an update on the 1 & 5 Main Project on hold with the Van Buren County Landbank. To date the DDA has contributed \$12,000 to the S. Parking Lot Project as part of the City's overall \$64,500 match requirement. Updates include the repaving of the S. Parking Lot, removal of the trees along Main Street; removal of the planters along Main Street; replacement of trees along Main Street; new building address numbers for Main Street. Minutes from the meeting are attached.

### **PLANNING COMMISSION**

Planning Commission will meet again in April due to no active business and vacations of Commission members. Plans for this year will include a comprehensive review and update of the City's Zoning Ordinance.

### **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 have a meeting with the Landbank and hope to gain some knowledge of available blight elimination programs available to Hartford.



City of Hartford  
County of Van Buren, State of Michigan  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
Wednesday, February 22, 2023 9:00am  
DRAFT MINUTES

---

**Call to Order** at 9am by Chair Tim Hildebrand

Pledge of Allegiance

**Role Call:** members present included: Brian Garland, Shayne Darling, G Singh, Rick Stephens, Sandra Banda, Reba Mabas, Tim Hildebrand. Members Absent included Mark Kellogg. City staff attending included City Manager Sanya Vitale.

**Public Comment:** No public present

**Approval of the Agenda:** Motion: Darling; Second: Stephens; All in favor; Motion Carries without discussion

**Approval of the Minutes:** January 25 2023- NO MINUTES AVAILABLE

**Acceptance of the Finance Report:** February 2023 Motion: Banda; Second: Mabas; All in favor; Motion Carries without discussion

**Old Business**

- a. Rural Development Grant Update: City Manager provided an update on the City Commission's upcoming consideration to approve the bid for the South Parking Lot project which is coming in right around \$120,000. It was asked if the City would be providing the outstanding balance of needed funding for the project and City Manager noted it would be. As a note, the grant received was for \$99,000 and there is a match requirement of roughly \$65,000. The DDA has provided \$12,000 of that match for this Downtown Streetscape project.

Discussion about the project continued to ensure that the new City Manager understands the agreements made between the DDA and the City on this project. These include:



1. Numbers on the buildings in the DDA. It is the understanding of the members present that these are being done by the City's DPW. City Manager agreed to look into this and provide an email update.
  2. The current planters along Main Street are supposed to come down and either concrete or grates are supposed to be added in with;
  3. New dwarf trees where the former trees were removed from the planters last summer
- b. Discussion on 1 & 5 Main St: City Manager let the Board know that she would be meeting with the Landbank Chair next week to get an update on the project and would email that update to the members as soon as she had one available.

### **New Business**

- a. Downtown Trash Bins: City Manager asked if the Board would be open to sharing any of the cost associated with replacing the 20 worn out public trash bins downtown. Cost per can is roughly \$800/bin. It was discussed that this was an expensive endeavor and should not be considered until the costs agreed upon for the Streetscape Project were recognized fully by project completion.
- b. Hispanic Heritage Committee: There has been a request from the local Hispanic Heritage Committee to support their upcoming Cinco de Mayo event on May 6, 2023. Sponsorships range from \$50-\$1000. Activities include music, food, human services, outreach activities and others. Motion by Garland to sponsor in the amount of \$250. Second by Darling to sponsor in the amount of \$250. No further discussion; motion carried.

### **Adjournment**

Next Meeting March 22, 2023

**City of Hartford**  
**Project Updates**  
**February 8, 2023**

RECEIVED  
 FEB 23 2023  
 CITY OF HARTFORD

**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 that).

**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

**Contractor:** Compton, Inc. (award pending – should be on the 02/27/23 agenda). USDA has approved the award.

**Award Amount:** \$100,329.00

**Scope:** Extend storm sewer to one building, mill and resurface the parking lot, and stripe the parking lot.

**Schedule:** City Commission award 02/27/23. 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. 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)

**Project Budget:** Estimated \$6.5M

**Funding:** EGLE DWSRF

**Contractors:** TBD

**Award Amounts:** 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 complimentary. 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. Much of what we are doing is related to environmental clearances since those rely on others and can take time. 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

**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. 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. They will continue to line sewers except north of the RR tracks. They will wait until spring for those locations. 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:** TBD

**Award Amounts:** TBD

**Schedule:** Waiting for EGLE permit to be issued. Ready to bid the job. 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. The final cost estimate is about \$3.3M. 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:** Kevin Marks, P.E., [kmarks@gowightman.com](mailto:kmarks@gowightman.com), 630-379-6647



CITY OF HARTFORD  
PROPOSED SPECIAL BUSINESS MEETING MINUTES  
FEBRUARY 6, 2023

Item 13.

Commissioners Present: Ramon Beltran; Frank Dockter; John Miller; Helen Sullivan; Terry Tibbs; Mayor Richard A. Hall;  
Members Absent: Jane Danger;  
Staff Present: Vitale, Rodney-Isbrecht;

Mayor Richard A. Hall called the special meeting to order at 4:00pm.

Discuss & Take Action on Designating Signatory's on City of Hartford's Financial Accounts

Motion by Commissioner Tibbs, supported by Commissioner Miller to adopt Resolution 2023 – 005 Designating Signatory's on City of Hartford's Financial Accounts.  
Motion carried 6 – 0

**Adjournment:**

Motion by Commissioner Tibbs, supported by Commissioner Beltran, to adjourn the meeting at 4:01pm.  
Motion carried 6 – 0

Respectfully Submitted,

RoxAnn Rodney-Isbrecht, City Clerk

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
JANUARY 23, 2023

Item 13.

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

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

Mayor Pro-Tem John Miller called the business meeting to order at 7:30pm.

Pledge of Allegiance was said.

Motion by Commissioner Dockter, supported by Commissioner Beltran, to approve the agenda to add under old business information on VB Senior Services and add Certificate of Deposit under new business.

Motion carried 5 – 0

**Guests:**

- Mickey Bittner Wightman's updates on Clark/Linden – Tree Work; South Parking Lot - USDA gave permission to bid, opening 1/31/2023; DWAM, Drinking Water - Service Line Inventory - suspended until weather improves and is a 100 % grant; PFAS Project - waiting on EGLE to approve plans, 2024 project start possible due to material lead time also waiting on railroad permit; WWTP SRF- project materials have been delivered and submitted pay estimate for the storage of those materials, lining of lines to begin on February 2, 2023, first two reimbursement requests have been submitted; DWSRF - Lead Service Line replacement application due June 1, 2023, the City has been classified as significantly overburdened.

**Public Comment:**

- Michael Menck 38 Marion Ave complaint about a business running at 517 W Main St affecting all of the residents on that street.
- Charlie Weeden, 517 W Main St, has consulted with his attorney and the City Manager and is not doing anything wrong. Commissioner Miller will request that the Manager submit to all parties in writing regarding the complaint.
- Mark Little, 15 North Maple, wanted to thank the commission for the nice bench & trash can placed in front of City Hall and hopes there will be more around town. He also wanted additional information on the Pit Bull Ordinance and is it being Challenged or enforceable.
- Christina Mireles, Clark St, wants to hold a Cinco de Mayo celebration, how do they ask permission. Organizers will submit details to the Clerk.

**Communications:**

- Hartford Area Chamber of Commerce Annual Banquet February 13, 2023 @ 27 W Main St 6pm.
- Van Buren Conservation District 2022 December 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.
- Water/Sewer new rates went into effect January 1, 2023.

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

- A. **Police & Ordinance** – LT Prince, Interim Chief, dealing with officers out due to illness.
- B. **Fire Department** – Chief Harting absent – Commissioner Sullivan as the Fire Board Representative has concerns regarding the donation policy 1301 & 1300 that was passed by the fire board. Sullivan has not seen a line item for these accounts on the financial reports; the concerns should be addressed at a

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
JANUARY 23, 2023

Item 13.

joint meeting. Sullivan has been given an preliminary fire department operating budget. The Blizzard last month brought to the attention that there is not really any local emergency services coordinator and not having enough warming stations locally. This will be reviewed by the City Manager to bring recommendations before the Council.

- C. **Ambulance** – Report on file.
- D. **Van Buren County** – Mike Chappell – the County emergency manager has warming centers set up; it may be helpful to have a meeting with him to make sure everyone is on the same page.
- E. **Public Works** – Justin Ryan, Superintendent, dealing with some broken water lines. Plows are prepared.
- F. **Wastewater Treatment Plant** – Report on file
- G. **Treasurers, Investment & List of Bills** – questions on tazer package, Prince will follow-up for more information. The CD with Sturgis Bank is .3 and matures on 2/9/2023; the treasurer would like to move to Honor CR which has a 4.0 rate special for an 11 month CD.
- H. **City Manager** – Rural Business Development Grant; City Police Cruiser, thank you to the community of Bangor for loaning our department a police car; Police Chief Update; 1 & 5 West Main Street Update; 106 South Center Street Fire; Commissioner Beltran wanted to thank Chief Tressa Beltran for her over 30 years of service to the Community of Hartford.

**Approval of Commission Minutes:**

Motion by Commissioner Tibbs, supported by Commissioner Sullivan, to approve the minutes of the December 19, 2022 business meeting of the Hartford City Commission, as presented and place them on file.

Motion carried 5 – 0

Motion by Commissioner Beltran, supported by Commissioner Tibbs, to approve the minutes of the December 27, 2022 special business meeting of the Hartford City Commission, as presented and place them on file.

Motion carried 5 – 0

Motion by Commissioner Beltran, supported by Commissioner Tibbs, to approve the minutes of the January 16, 2023 special business meeting of the Hartford City Commission, as presented and place them on file.

Motion carried 5 – 0

**Approval of Reports:**

Motion by Commissioner Tibbs, supported by Commissioner Beltran, to accept the December, 2022 departmental reports as presented and place them on file.

Motion carried 5 – 0

**Goals/Objectives:** None Discussed

**Old Business:**

- Commissioner Tibbs gave an update on Van Buren Senior Services. The new location for meals on Tuesday & Wednesday is 501 West Main Street, possibly having a bus pick up residents and taking them to South Haven, audit is on file, also planning some trips for this next year.

**New Business:**

- Transfer of Certificate of Deposit



CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
JANUARY 23, 2023

Item 13.

Motion by Commissioner Dockter, supported by Commissioner Tibbs, to accept the Treasurer's recommendation to move the certificate of deposit from Sturgis Bank & Trust to Honor Credit Union if it is the better rate of return.

Motion carried 5 – 0

- Hartford Chamber of Commerce Strawberry Festival Sponsorship Request –

Motion by Commissioner Dockter, supported by Commissioner Beltran to approve and partner with Hartford Chamber of Commerce & sponsor the 2023 Strawberry Festival in Ely Park in the amount of \$500.00.

Motion carried 5 – 0

- Interlocal Fire Department Agreement

Arbitration: decision was final on January 12, 2023 with the following: 1. The funding formula for operating budget 55% paid by Township and 45% paid by City and 2. Conflict of Interest – Township Treasurer to be removed from the Fire Board.

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to approve the Interlocal Fire Department Agreement with Hartford Township as presented.

Motion carried 5 – 0

- 2023 Christmas Decorations Discussion

Discussion: requesting direction on whether to move forward with decorating City Hall. Consensus of the Council that there be decorations on City Hall but they would like options & additional bids.

- City Manager Position

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to approve and enter into a two year contract with Sanya Vitale as City Manager with a base salary of \$75,000 to begin on January 30, 2023.

Discussion: The Section 9 Due's & Subscription was increased to \$1,000 and 10B Travel to \$2,000

Motion carried 5 – 0

The Clerk administered the oath of office to Sanya Vitale as City Manager.

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

- Resolution 2022 – 023 Adopting 2021/2022 Fiscal Year Audit

Motion by Commissioner Sullivan, supported by Commissioner Tibbs, to adopt resolution 2022 – 023 accepting the 2021-2022 Fiscal Year Audit as presented by Hungerford Nichols. .

Motion carried 5 – 0

- Resolution 2023 – 001 Adopting 2023 Poverty Guidelines

Motion by Commissioner Dockter, supported by Commissioner Beltran, to adopt resolution 2023 – 001 adopting the 2023 Poverty Guidelines for 2023 Board of Review. .

Motion carried 5 – 0

CITY OF HARTFORD  
PROPOSED BUSINESS MEETING MINUTES  
JANUARY 23, 2023

- Resolution 2023 – 002 Accepting Letters of Protest

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to adopt resolution 2023 –. 002 accepting letters of protest from property owners for 2023 Board of Review.

Motion carried 5 – 0

- Resolution 2023 – 003 Alternate Starting Dates for March, July & December 2023 Board of Review

Motion by Commissioner Beltran, supported by Commissioner Sullivan, to adopt resolution 2023 –. 003 Setting alternate starting dates for March, July & December 2023 Board of Review.

Motion carried 5 – 0

- Resolution 2023 – 004 Deficit Elimination Plan 2023

Motion by Commissioner Tibbs, supported by Commissioner Dockter, to adopt resolution 2023 –. 004 adopting a deficit elimination plan for CDBG Grant Funds.

Motion carried 5 – 0

**Adjournment:**

Motion by Commissioner Dockter, supported by Commissioner Beltran, to adjourn the meeting at 8:53pm.

Motion carried 5 – 0

Respectfully Submitted,

RoxAnn Rodney-Isbrecht, City Clerk

## City of Hartford

# Memo

**To:** Mayor Richard A. Hall

**From:** Sanya Vitale

**cc:** City Commission

**Date:** Date

**Re:** Hartford Fire Board Budget Proposal

I have performed an analysis of the Hartford Fire Board Budget Proposal and discussed the budget changes with Chief Harting.

Overall, the Board is asking for \$312,026, down 6.87% for a cost savings of \$23,026 over last fiscal year.

Significant changes include the following:

- (\$35,841) **Payroll**- This is due to a reduced number of on call responders showing up to each call there by reducing this line item by 20%
- \$2,700 **Utilities**- This is due to an increase in natural gas prices
- \$2,575 **Building Maintenance**- This is due to increased Maintenance and refunding Capital Building Improvements necessary to ensure long-term viability of the fire safety program and facilities
- \$2,000 **Fuel**- This is due to fluctuating fuel prices
- \$400- **Subscriptions and Dues**- this is due to an increase in costs associated with programs to aid responders in crisis and mandatory reporting software cost increases.
- \$4,600- **Personal Equipment**- This is up due to the increased cost of duty gear. Replacement is now \$3,900/set in addition to helmets, gloves, etc.
- \$640- **Bank Fees**- These are pass through charges from Huntington Bank



508.6 Explorer #1810	400.00	\$400.00
508.7 Pick-Up #1801	400.00	\$400.00
508.8 Pick-up #1802	400.00	\$1,600.00
	<u>9,300.00</u>	<u>\$9,500.00</u>
<b>Total 508 Vehicle Maintenance</b>		
511 511.1 Office Equipment	2,000.00	\$1,300.00
511.2 Equipment Repairs	150.00	\$150.00
511.3 Office Supplies	1,500.00	\$1,500.00
511.4 Printing	200.00	\$200.00
511.5 Software/Upgrades	1,200.00	\$1,400.00
511.6 Copy Lease	360.00	\$360.00
	<u>5,410.00</u>	<u>\$4,910.00</u>
<b>Total 511 Office</b>		
512 512.1 Worker's Comp	6,000.00	\$6,000.00
512.10 Accident & Sickness Ins	22,000.00	\$22,000.00
	<u>28,000.00</u>	<u>\$28,000.00</u>
<b>Total 512 Insurance</b>		
515 515.1 Ladder #1841	700.00	\$700.00
515.10 Firefighting Foam	1,000.00	\$1,000.00
515.11 Ford Truck 1801	100.00	\$100.00
515.12 Air Tanks	2,850.00	\$2,000.00
515.13 Ford Truck 1802	100.00	\$100.00
515.2 Tanker #1831	700.00	\$700.00
515.3 Heavy Rescue #1871	5,700.00	\$4,000.00
515.4 Rescue Pickup #1869	200.00	\$200.00
515.5 Jeep #1860	0.00	\$0.00
515.6 Explorer #1810	550.00	\$2,200.00
515.7 Eq Maintenance Other	1,400.00	\$1,500.00
515.8 Small Equipment Maintenan	400.00	\$400.00
515.9 Medical Supplies	2,500.00	\$2,500.00
	<u>16,200.00</u>	<u>\$15,400.00</u>
<b>Total 515 Equipment &amp; Equip Maint</b>		
516 516.1 Fire Chief Training	2,000.00	\$2,000.00
516.2 Firefighter I & II	3,400.00	\$3,500.00
516.3 Medic	1,000.00	\$1,000.00
516.4 Fire Officer Classes	2,000.00	\$2,000.00
516.5 Drivers Training	200.00	\$200.00
516.6 Training - Other	0.00	\$0.00
	<u>8,600.00</u>	<u>\$8,700.00</u>
<b>Total 516 Training</b>		
518 518.1 Annual Physicals	8,000.00	\$8,000.00
518.2 New Employee Physicals	300.00	\$300.00
	<u>8,300.00</u>	<u>\$8,300.00</u>
<b>Total 518 Physicals</b>		
519 519.1 HelpNet	800.00	\$1,000.00
519.10 Firehouse	0.00	\$0.00

519.11 VBCFire Chief's Association	100.00	\$100.00
519.13 SMEMSIC	75.00	\$75.00
519.2 Magazine Subscriptions	0.00	\$0.00
519.3 FirePrograms	2,000.00	\$2,200.00
519.4 IAFC	250.00	\$250.00
519.5 MI State Firefighters Asn	100.00	\$100.00
519.6 NFPA	300.00	\$300.00
519.9 MPSCS	100.00	\$100.00
	<u>3,725.00</u>	<u>\$4,125.00</u>
<b>Total 519 Subscriptions &amp; Dues</b>		
525 525.1 Duty Gear	7,000.00	\$10,000.00
525.2 Personal Equipment	2,800.00	\$4,400.00
525.3 Small Equipment	1,600.00	\$1,600.00
	<u>11,400.00</u>	<u>\$16,000.00</u>
<b>Total 525 Personal Equipment</b>		
527 Bank Fees	360.00	\$1,000.00
528 Bd Members Compensation	4,200.00	\$4,200.00
Captial Expense	0.00	\$0.00
Federal Grants - matching	2,500.00	\$2,500.00
529 529.1 Personal Veh Inspections	500.00	\$500.00
529.2 Fire Extinguishers	500.00	\$550.00
529.3 Hoses	3,000.00	\$3,400.00
529.4 Ladders	1,400.00	\$1,600.00
529.6 Bottles	0.00	\$0.00
529.8 Air Compressor	1,000.00	\$1,000.00
529.9 Flow Testing Air Packs	1,100.00	\$1,100.00
	<u>7,500.00</u>	<u>\$8,150.00</u>
<b>Total 529 Mandatory Annual Testing</b>		
530 530.1 Maintenance	250.00	\$250.00
530.2 Maintenance Contract	700.00	\$700.00
	<u>950.00</u>	<u>\$950.00</u>
<b>Total 530 Generator</b>		
531 531.1 Auxiliary Supplies	250.00	\$250.00
	<u>250.00</u>	<u>\$250.00</u>
<b>Total 531 Auxiliary</b>		
Payroll Tax Expense	14,000.00	\$14,000.00
	<u>335,052.00</u>	<u>312,026.00</u>
<b>Total Expense</b>		

**City of Hartford**

# Memo

**To:** Mayor Richard Hall  
**From:** Sanya Vitale  
**cc:** Commission Members  
**Date:** February 23, 2023  
**Re:** Railroad Protective Liability

---

In order to complete the PFAS work on behalf of the Township, we will need to take out a Railroad Protective Liability insurance rider to insure the work required to bore under the CSX railroad on 65<sup>th</sup> Street southwest of the City.

This is a requirement for the railroad permit needed to put the City infrastructure under the railroad. This policy includes an antiterrorism rider.

This is a reimbursable expense under the PFAS grant. Wightman will work to get this reimbursed as part of the regular submittal.

Minimum and Deposit: \$4,500  
TRIA Premium: \$113  
Brokerage Fee: \$250  
2.5% MI Surplus Lines Tax on Premium Only: \$115.33  
**Total Fee: \$4978.33**

**FACILITY ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made and effective as of October 17, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HARTFORD, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 19 West Main St., Hartford, Michigan 49057, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

- 1. One (1) nine inch (9") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Hartford, Van Buren County, Michigan, Chicago Division, Grand Rapids Subdivision, Milepost CG-69.36, Latitude N42:12:02., Longitude W86:10:34.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

**1. LICENSE:**

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.



1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any

applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the

completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

## **6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon

Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).

- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify

Licensors; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## **12. LICENSOR'S COSTS:**



12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

### **13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

### **14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 269-364-1664

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

## **19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF HARTFORD**

\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Sanya N Vitale

Print/Type Title: City Manager

Tax ID No.: 38-6004618

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX968037, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor<sup>2</sup>) and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated October 17, 2022, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

\_\_\_\_\_

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CSX968037  
JACK AND BORE

HART FORD, VAN BUREN, MICHIGAN | CHICAGO DIVISION | GRAND RAPIDS SUBDIVISION |  
MP CG 69.35 | LAT, LONG 42.200814, -86.176207

CSX PROPERTY SERVICES REVIEW	
<input type="checkbox"/> No Exceptions	<input checked="" type="checkbox"/> Exceptions Noted
<small>This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</small>	
By: <u>Nensi Patel</u>	

EXHIBIT A

CSXT GENERAL NOTES:

- CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- CSXT does not grant or convey an easement for this installation.
- CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- Erosion and Sedimentation Control (E&S) – Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&S control Best Management Practices (BMP) devices may be required at the project's expense. E&S devices shall not restrict or prevent access to CSXT operations and shall be maintained by the contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction activities from CSXT's property.
- The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- Blasting is not permitted under, on, or adjacent to CSXT property.
- Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.

10/14/22

Page 1 of 3



CSX968037  
JACK AND BORE

EXHIBIT A

26. Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental programs.



**BENTON HARBOR**  
266.327.0100  
**KALAMAZOO**  
266.327.3532  
**ALLEGAN**  
266.673.8465  
**ROYAL OAK**  
248.791.1371  
[www.gowhightman.com](http://www.gowhightman.com)

PROJECT NAME:  
**56TH AVE, PINERY ROAD, AND 60TH STREET WATER MAIN EXTENSION**  
HARTFORD, MI 48057  
**CITY OF HARTFORD**  
141 W MAIN ST #1  
HARTFORD, MI 48057

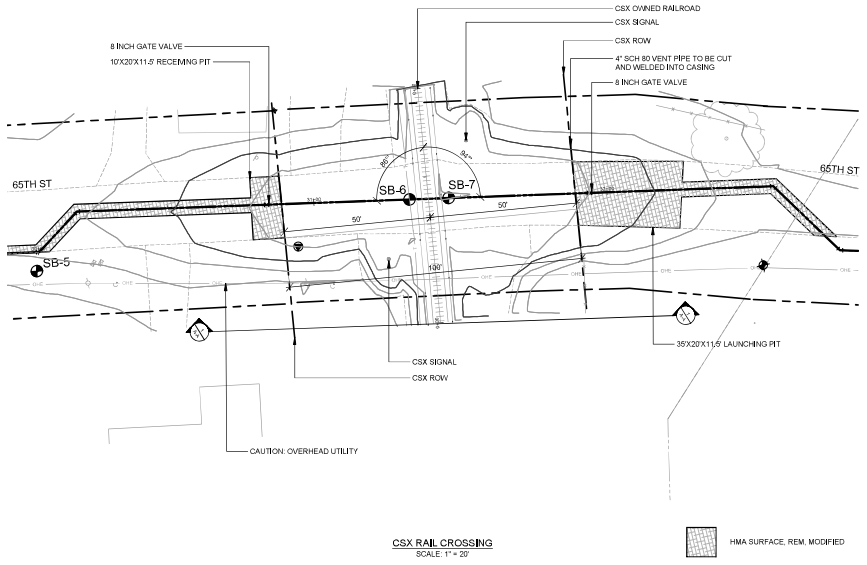
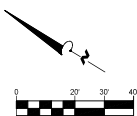
00 PRELIMINARY - NOT FOR CONSTRUCTION

**REVISIONS**

DATE: OCTOBER 2022  
SCALE: NONE

**65TH STREET AT CSX RAILROAD JACK AND BORE**

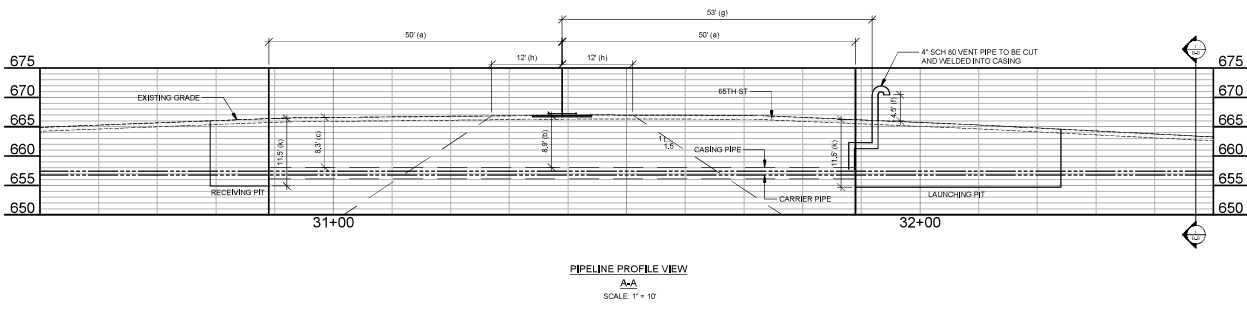
JOB No. 190496-19



CSX RAIL CROSSING  
SCALE: 1" = 20'

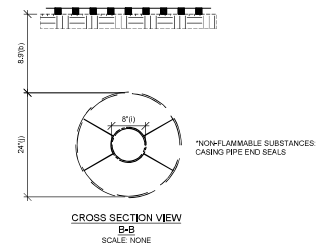
**PROJECT NOTES**  
REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.  
THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.  
CASING END PIPES MUST BE SEALED

**General Notes - Jack & Bore:**  
-Boring operation shall be progressed on a 24 hour basis without stoppage or until the leading edge of the pipe has reached the receiving pit.  
- The front of the casing pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.



PIPELINE PROFILE VIEW  
A-A  
SCALE: 1" = 10'

LEGEND		CSXT PIPELINE SPEC. REFERENCE	PIPELINE CONTENT DETAILS		LOCATION
LETTER	DESCRIPTION		MEASUREMENT	COMMODITY DESCRIPTION	
(a)	DISTANCE FROM CENTERLINE OF TRACK TO CSX ROW	50'	WATER		CG 67.5
(b)	DISTANCE FROM BASE-OF-RAIL TO TOP-OF-CASING	8.5'	MAXIMUM OPERATING PRESSURE	150 PSF	LATITUDE: 42.200814
(c)	DISTANCE FROM BASE-OF-DITCH TO TOP-OF-CASING	8.3'			LONGITUDE: -86.176207
(d)	DISTANCE FROM BASE-OF-DITCH TO TOP-OF-CASING	8.3'	<b>CARRIER/CASING PIPE DETAILS</b>		
(e)	TOTAL LENGTH OF PIPE ON CSX ROW	100'	CARRIER PIPE	CASING PIPE	
(f)	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS AT A 90 DEGREE ANGLE TO THE TRACK	50'	PIPE MATERIAL	DUCTILE IRON	STEEL
(g)	DISTANCE FROM TOP-OF-VENT PIPE TO GROUND SURFACE (4' MINIMUM REQUIRED)	4.5'	MATERIAL SPECIFICATIONS & GRADE	ANSI/AWWA C151/A21.51	ASTM A 53 TYPE S, GRADE B
(h)	DISTANCE FROM CENTERLINE OF TRACK TO VENT PIPE AT A 90 DEGREE ANGLE TO THE TRACK	53'	SPECIFIED MINIMUM YIELD STRENGTH	42,000 PSF	30,000 PSF
(i)	THEORETICAL EMBANKMENT LINE STARTS 12' FROM CENTERLINE OF THE TRACK AND EXTENDS AWAY FROM TRACK AT A SLOPE OF 1.5' OVER AND 1' DOWN	NA	NOMINAL SIZE OUTSIDE DIAMETER (INCHES)	5.00"	24"
(j)	CARRIER PIPE DIAMETER	8"	WALL THICKNESS (INCHES)	.33"	0.319"
(k)	CASING PIPE DIAMETER	24"	TYPE OF SEAM	SEAMLESS	SEAMLESS
(l)	DEPTH OF LAUNCHING/RECEIVING PIT	11.5/11.5'	TYPE OF JOINT	MECHANICAL	WELDED
			TUNNEL LINER PLATES REQUIRED	NO	
			CATHODIC PROTECTION	NO	
			PROTECTIVE COATINGS	NO	
			TEMP. TRACK SUPPORT OR RIB-RAP REQ.	NO	



CROSS SECTION VIEW  
B-B  
SCALE: NONE

# Hartford Hispanic Heritage Committee

February 13, 2023

RECEIVED  
FEB 14 2023  
CITY OF HARTFORD

Dear Community Member,

**Hartford Hispanic Heritage Committee** was created to promote and educate on Hispanic culture by recognizing and celebrating the contributions that we have made to our community. We are excited to partner with the **Hartford Lions Club** to host a **Cinco de Mayo Celebration at Ely Park on May 6<sup>th</sup>**. This event will promote Hispanic cultural and traditional activities like music, crafts, food vendors as well as access to on-the-spot services and educational information by local agencies.

We hope to host this event with donations, coordination and cooperation from local businesses and residents like you. You can help by sponsoring these activities with monetary or in-kind donations. Funds would be used for entertainment, supplies, family activities, and incidental needs.

Let us know if you would like to discuss this sponsorship opportunity further. We also have volunteer opportunities the day of the event. Contact Angelica Mireles (269)208-5221 or Christina Mireles (269) 277-0059 for more information.

We greatly appreciate your attention and consideration of this request and hope to have you join us at the event. **Thank you for your support!**

Sincerely,

Angelica Mireles  
Co-Chair  
Hartford Hispanic Heritage Committee

Angelica Mireles  
Co-Chair

Christina Mireles  
Co-Chair

Maria L. Diaz  
Treasurer

Sandra Banda  
Secretary

# Harford Hispanic Heritage Committee

## Sponsorship Levels

\_\_\_\_\_ **ORO Sponsor \$1,000**

Event naming, event banner display & program recognition day of event

\_\_\_\_\_ **PLATA Sponsor \$500**

Event banner display, flyers & program recognition day of event

\_\_\_\_\_ **COBRE Sponsor \$250-\$450**

Flyer & program recognition day of event

\_\_\_\_\_ **Amigo Donation \$50**

Program recognition day of event

\_\_\_\_\_ **In-kind Sponsor (Minimum value of donation is \$50)**

Program recognition day of event

**Item(s) donated** \_\_\_\_\_

\_\_\_\_\_ **Agency Representation**

\_\_\_\_\_ **Church Representation**

Angelica Mireles  
Co-Chair

Christina Mireles  
Co-Chair

Maria L. Diaz  
Treasurer

Sandra Banda  
Secretary



## Hartford Lions Club

P.O. Box 633  
Hartford, MI 49057  
269-208-4345

RECEIVED  
JAN 30 2023  
CITY OF HARTFORD

January 30, 2023

City of Hartford  
19 West Main St.  
Hartford, MI 49057

This will be the seventh year that the Hartford Lions Club has operated Concerts in the Park. Average attendance has increased from about 30 to around 200. We could easily accommodate 500 a week. We have added free popcorn and done extensive promotion of the events. We have made a strong effort to book a wide variety of entertainment groups and the 2023 season will be no different. We have booked some top entertainment which will help to enrich the lives of Hartford citizens.

Bringing top entertainment to the summer concert series costs money. Our budget for the 2023 season of 13 concerts is \$6,500. We have applied for a grant from The Pokagon Fund for part of that cost. In the past, the City has provided \$1,000 towards the concert program and we are requesting the same amount this year.

A schedule for the 2023 season is attached.

Sincerely,

A handwritten signature in black ink that reads "Pete". The signature is written in a cursive style with a long horizontal line extending from the end.

PETE SINCLAIR  
Concert Manager  
Hartford Lions Club

**HARTFORD LIONS CLUB  
CONCERTS IN THE PARK  
2023**

*All concerts start at 7 p.m. in Ely Park – Enjoy free popcorn*

**June 1 – Black River Band**  
(a little bit of everything)

**June 8 – Diane & Lisa**  
(an amazing duo)

**June 15 – High Life Band**  
(classic country and rock)

**June 22 – Blue Water Rockers**  
(50s and 60s music)

**June 29 – Kasper**  
(a new group with a local touch)

**July 6 – Casco Community Band**

**July 13 – Jimmy and the Mortals**  
(Classic rock)

**July 20 – Mid Season Break – NO CONCERT**

**July 27 – VanDyke Revue**  
(4-piece variety band)

**Aug. 3 – Elvis Tribute – Time Dudley**

**Aug. 10 – Past Time**  
(your favorite 50s and 60s)

**Aug. 17 – Lake Effect Jazz Big Band**  
(a mix of traditional & modern jazz)

**Aug. 24 – Down Maggie**  
(alternative rock)

**Aug. 31 – Blue Shoes Jazz**  
(not your typical jazz band)

**NOTICE OF AWARD**

Date of Issuance: February 27, 2023  
 Owner: **City of Hartford** Owner’s Project No.:  
 Engineer: **Wightman** Engineer’s Project No.: **222250**  
 Project: **South Municipal Parking Lot Resurfacing Project**  
 Contract Name:  
 Bidder: Compton, Inc.  
 Bidder’s Address: P.O. Box 487, South Haven, MI 49090

You are notified that Owner has accepted your Bid dated **January 30, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Parking Lot Improvements including cold milling, minor storm sewer improvements, hand patching, HMA surfacing, signage and pavement markings**

The Contract Price of the awarded Contract is **\$100,329.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. **Please note that the contract is dated February 27, 2023 and is in the amount of \$100,329.00.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hartford**  
 By (signature): \_\_\_\_\_  
 Name (printed): Sanya N Vitale  
 Title: City Manager  
 Copy: Engineer



**CITY OF HARTFORD**  
**Application For Special Use Engagement**  
 At The Hartford Speedway 80-52-256-004-20  
 Exhibit A

RECEIVED  
 FEB 16 2023  
 CITY OF HARTFORD

Item 19.

**Special Festival Event Definition:** Any Event other than a racing type event. (Weddings, Concerts, Cannabis Festival, Flea Market, Festival, etc.)

**Primitive camping allowed on the East End of Property Closest to the Train Tracks**  
**Any Festival Event during the Week Days must have prior approval by the City & operate during Sunday Hours. Approved Hours:**  
 Friday/Saturday Start: 12:00pm – End: 11:00pm  
 Sunday Start: 1:00pm – End: 9:00pm  
 Quiet Set Up Allowed at 8:00am

**Applicant Name:** Laura Smith

**Address:** 20217 Osborn St, Cassopolis MI

**Phone Number:** 720-979-2175

**Email Address:** bigcloudfarms@gmail.com

**Driver's License Number:** J 612 488 497 765 **Issuing State:** MI

**Type of Event:** Music and Arts Festival including State Licensed Cannabis Brands

**Day(s) & Time of Event:** Friday July 21st: Noon - 11pm, Saturday July 22nd: Noon - 11PM, Sunday 7/23: 1PM - 5PM

**Description of Event/Activities:** Music stage alongside live painters, local arts and crafts vendors, comedians, and community nonprofit support activations

**Application Must be Accompanied by the Following:**

- Driver's License of all persons with interest in the event
- Liability Insurance Coverage with a minimum of \$1,000,000.00
- Security Plan
- Background Check report on all person with interest in the event
- A \$100 nonrefundable application fee
- Application must be submitted at a minimum of two (2) weeks before the fourth Monday of the Month.
- 

**Signature:** *Laura L. Smith* **Date:** 2/15/23

**PAID**

For Office Use: Fee: \$100.00 Paid: \_\_\_\_\_

City Commission Meeting Date: 2/27/2023 **FEB 17 2023** Approved \_\_\_\_\_ Denied \_\_\_\_\_

**CITY OF HARTFORD**

19 WEST MAIN STREET \* HARTFORD, MI 49057 \* [www.cityofhartfordmi.org](http://www.cityofhartfordmi.org)  
 269-621-2477 \* 269-621-2054 fax \* [cityclerk@cityofhartfordmi.org](mailto:cityclerk@cityofhartfordmi.org)



STATE OF MICHIGAN  
Cannabis Regulatory Agency  
P.O. Box 30205  
Lansing, MI 48909

BIG BHANG EVENTS, LLC  
4312 E. Grand River AVE  
Howell, MI 48843

[www.michigan.gov/cra](http://www.michigan.gov/cra)

Cannabis Regulatory Agency  
P.O. Box 30205  
Lansing, MI 48909

This license is a revocable privilege granted by the State of Michigan and is not a property right. The possession of this license does not grant the licensee any right, title, franchise, or other property interest. This license is exclusive to the listed licensee. The attempted transfer, sale, or other conveyance of an interest to a person meeting the definition of "applicant" without agency approval is grounds for suspension or revocation of this license.

Gretchen Whitmer  
GOVERNOR

STATE OF MICHIGAN

Cannabis Regulatory Agency

Establishment License  
Marihuana Event Organizer

BIG BHANG EVENTS, LLC  
4312 E. Grand River AVE  
Howell, MI 48843

Q353288

LICENSE NUMBER  
AU-ME0-000121

Expiration Date  
08/04/2023

THIS DOCUMENT IS ONLY  
VALID UNDER THE LAWS OF  
THE STATE OF MICHIGAN

**Roxann Isbrecht**

---

**From:** Sanya Vitale  
**Sent:** Tuesday, February 21, 2023 9:22 AM  
**To:** Roxann Isbrecht  
**Subject:** Trash Can Inventory

Roxann,

Please include the following inventory of trash cans by location with the Council Agenda

6	Ely Park
1	Dollar General
8	Main Street
2	Behind City Hall
1	Bus Stop
2	South Parking Lot
<b>20</b>	<b>Total</b>

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)

# Northgate RECEPTACLES

**5YR**  
GUARANTEE  
Against Breakage

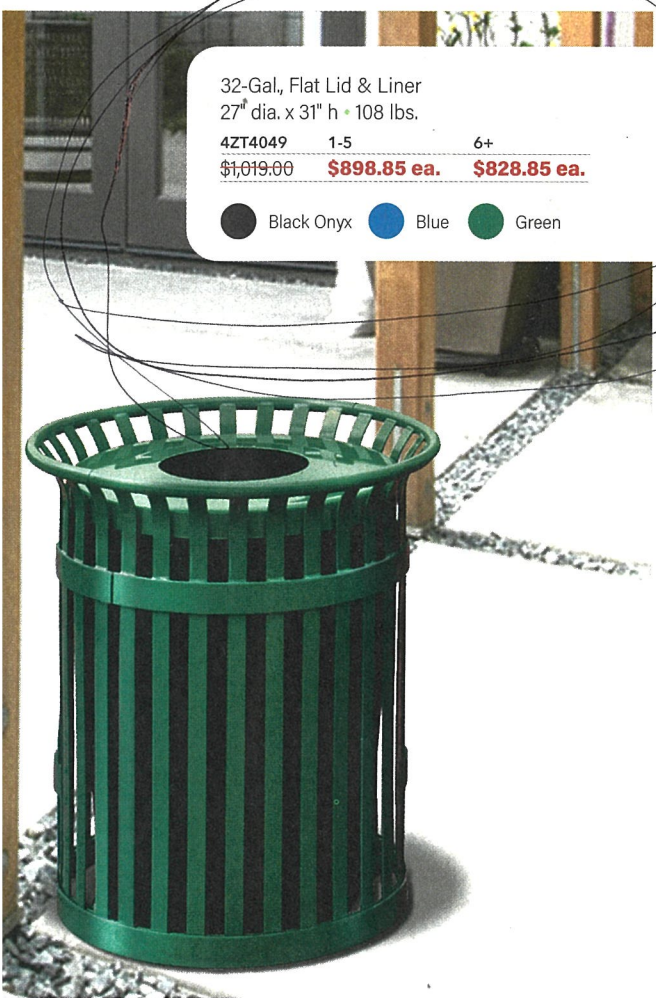
**TRENDING**  
**NOW**



45-Gal, Flat Lid & Liner  
29" dia. x 40.5" h • 130 lbs.

4ZT4175    1-5                      6+  
~~\$1,549.00~~    **\$1,358.85 ea.**    ~~\$1,268.85 ea.~~

● Black Onyx    ● Blue    ● Green



32-Gal, Flat Lid & Liner  
27" dia. x 31" h • 108 lbs.  
4ZT4049    1-5                      6+  
~~\$1,019.00~~    **\$898.85 ea.**    **\$828.85 ea.**

● Black Onyx    ● Blue    ● Green



32-Gal, Rain Bonnet Lid & Liner  
27" dia. x 39.5" h • 112 lbs.  
4ZT4282    1-5                      6+  
~~\$1,129.00~~    **\$988.85 ea.**    **\$898.85 ea.**

● Black Onyx    ● Blue    ● Green

### 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.

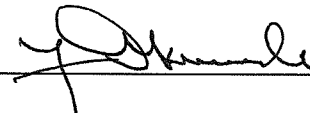
Any award from the arbitrator may be confirmed as an order of competent jurisdiction, including the Van Buren County Circuit Court.

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

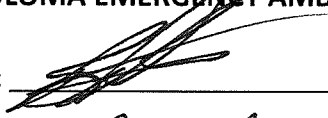
date on which such notice is deposited in a post office of the United States Post Office Department.

- 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



**CITY OF HARTFORD  
INVITATION TO SUBMIT AMBULANCE SERVICE PROPOSALS.**

**TO ALL INTERESTED PARTIES:**

The City of Hartford invites sealed proposals for providing ambulance service, without cost to the City of Hartford, for the treatment and transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the boundaries of the City of Hartford service area to the emergency care facilities as requested by the designated public answering point Van Buren County (911 Dispatch Center). The contract will be for an initial three year term, renewable for three additional years.

The City of Hartford values the delivery of high quality medical care. The City wants to ensure that the citizens and visitors of the City of Hartford receive consistent high quality emergency include: ambulance service. The general characteristics of a high quality emergency ambulance provider shall include:

- A work force both clinical and non-clinical that is well trained, experienced and acts in a professional, caring and courteous manner with all of their customers, Including patients, the patient’s family, by standers, first responders, hospital personnel and the media.
- A commitment to providing well-maintained and reliable vehicles and equipment that maintains a like-new appearance and operation at all times.
- A commitment to prompt on-scene arrival followed by the delivery of quality care.
- A commitment to caring about the workforce in terms of diversity, pay and benefits, providing opportunities for professional growth and development and ensuring a safe work environment.
- A commitment to the community in terms of providing community education programs and participating in the life of the community through participation in community-based organizations and activities.
- A commitment to continuous quality improvement of all phases of the business by being accredited by the Commission of the Accreditation of Ambulance Services.
- A commitment to develop and maintain a positive, beneficial working relationship with Hartford Fire and Police Departments and the citizens whom they serve.

The City of Hartford does not guarantee that a minimum number of requests for transport or actual transports will occur. Proposers should be aware that the transportation service would be on an” as needed” basis. The only assurance the City of Hartford makes is that if the it is determined that the service is required and falls within the boundaries of the said agreement, the selected provider shall responds to all requests for emergency medical services that are received by the Van Buren County Dispatch 911 emergency system.

Contractor qualifications, basic terms and conditions for the contract are attached, as is a list of information required for full consideration.

The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts which it deems to best serve the interest of the City. The City also reserves the right to negotiate with the proposer the terms and conditions of the contract.

For full consideration, proposals must be received no later than 4:00 pm, Friday, March 17, 2023.

If you have any questions regarding this request, please contact Sanya Vitale, City Manager, City of Hartford at (269)-621-2477 or e-mail [citymanager@cityofhartfordmi.org](mailto:citymanager@cityofhartfordmi.org)

## 1. INSTRUCTIONS TO BIDDERS

### 1.1 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### 1.2 Withdrawal of Proposals

Any bidder may withdraw its' proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of 120 days after the date of opening set forth in the advertisement.

### 1.3 Non discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the American with Disabilities Act of 1990 as amended; the Elliot-Larsen Civil Rights Act, Article 2, Act No 220; Public Act 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's height, weight, race, color, religion, national origin, ancestry, age ,marital status, sex, or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Hartford in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252,42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally –Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

### 1.4. Contractor's Insurance

Proof of Insurance Coverage: The successful firm will be required to furnish to the City of Hartford, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsement a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Hartford at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least 1,000,000/ occurrence, \$2,000,000/aggregate for personal injury and property damage.

- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- D. Professional medical liability insurance including errors and omission with at least \$1,000,000/occurrence, \$2,000,000/aggregate.
- E. Medical payment coverage at a per person limit of at least \$100,000.
- F. Umbrella coverage shall be provided as additional coverage to all underlying liability policies (including professional Liability) of at least \$5,000,000.

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives against the claims arising out of the work performed. Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: The City of Hartford, including all elected and appointed officials, all employees and volunteers shall be named as additionally insured. Additionally, the Van Buren County Medical Control Authority, its officers, employees, elected and appointed officials, the medical director, and its parent organizations. It is understood and agreed by naming the City of Hartford and Van Buren County Medical Authority as additional insureds, coverage afforded is considered to be primary and any other insurance the City of Hartford and /or the VCMCA may have is considered to be secondary and/or excess. A policy endorsement shall be provided.

Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Hartford City Manager, 19 West Main Street, Hartford, MI 49057. A policy endorsement shall be provided.

#### 1.4 Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City of Hartford and the Van Buren County Medical Control Authority (VBMCA) (herein after referred to as "indemnified Parties") from and against all claims, costs losses and damages (including but not limited to all fees and charges of, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performances of the Work or from the failure to comply with any covenant or term of contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, and contractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose Acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or VBMCA or any consultants, agents, officers directors or employees of the City or VBMCA by any employee (or the survivor or personal representative of such employee) of the Contractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnification of any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract.

1.5 Contract Manager

The City Manager, or his designee, shall be the City's Contract Manager. The Contract Manager will be responsible for overseeing the execution of the contract.

1.7. Bidder Qualifications

Bidders must have the following qualifications:

1.7.1 . Current Accreditation by the Commission on the Accreditation of Ambulance Services (CAAS).

1.7.2. All dispatchers EMD certified by Medical Priority Dispatch.

1.7.3. Authorized by the local medical control to operate an ALS service within Van Buren County.

1.7.4. Bidders must be able to perform all work without subcontracting or assigning any of the work, other than through mutual aid agreements per VBMCA.

1.8. Basis of Award

Award will be made to a responsible firm, in the sole discretion of the City, whose proposal is determined by the City to be in the best interest of the City. The City reserves the right to reject any or all proposals, to waive any irregularities and further reserves the right to accept any proposal or parts of proposals which it deems to best serve the interest of the City.

1.9. Proposal Information

An electronic copy and one original of the proposal shall be submitted which shall include the following items (A-S below). Additional supporting documents should be included as Appendices. City Commission/Staff will review the proposals to determine which proposal is in the best interest of the City.

Summary/Introduction, (not to exceed 2 pages).

Proposal Narrative (not to exceed 40 pages, must include core requirements as described in Section 3 \_ Proposal and Contract Requirements.

- A. Organizational Structure, State of Michigan license and Local Medical Control.
- B. Personnel and their qualifications.
- C. Equipment and Supplies.
- D. Vehicle and Vehicular Maintenance.
- E. Response Time Performance and Metric used to Measure Performance.
- F. Dispatch Operations and Communications (including emergency backup program).
- G. Field Operations
- H. Disaster and Domestic Preparedness.
- I. Professionalism.
- J. EMS Information System.
- K. Community Services.
- L. Business Practices and History.
- M. Accreditation.
- N. Continuous Quality Improvements.
- O. Continuing Education Plan.

- P. Minimum Daily type of Ambulance and Staffing Model.
- Q. Attached Required Forms(Completed Qualification Questionnaire, Attachments A,B,C,D)
- R. Signed Proposal Page.
- S. Fee Schedule-To be included as Appendix A in contract.

1.10. Inspection of Bidder Facility and Equipment

The City reserves the right to inspect the bidder’s facilities, ambulances and equipment prior to award of a contract. In this regard, the bidder shall provide the City full access to its facility, vehicles, apparatus, and all other equipment to be used under the agreement, within one week after notification from the City. Failure of the bidder to provide such access shall be considered a withdrawal of the bidder’s proposal. If selected, the City will be given access to all of the above within the time frame described above to ensure compliance with all requirements of the contract.

As defined in the specification, all necessary apparatus shall be properly licensed and in safe and adequate operating condition to perform under the terms of the specification.

2. **SCOPE OF WORK**

2.1 Expertise and Judgement Required

Each Bidder is specifically advised to use its own best expert and professional judgment in deciding upon methods to be employed to achieve and maintain the performance required under contract. By “methods” Hartford means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each Bidder’s strategies and tactics for accomplishing the task. Hartford recognizes that different Bidders may employ different operating methods, perhaps with equal success. By allowing each Bidder to select, employ, and change its operating methods, Hartford hopes to promote innovation, efficiency and superior levels of performance.

2.2 Estimated Business Volumes

The City of Hartford makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the City of Hartford service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

3. **PROPOSAL AND CONTRACT REQUIREMENTS**

3.1. Organizational Structure, State of Michigan License and Medical Control

All proposals must provide a detail organizational structure. Key positions, names of individuals in those positions, and lines of control should be identified. The City of Hartford recognizes the need for value and importance of full accreditation for the contracted service by the Commission of the Accreditation of Ambulance Services (CAAS).Therefore, the City of Hartford requires that the contractor be CAAS accredited. The Contractor must maintain CAAS accreditation throughout the contract period. The Contractor must be licensed by the State of Michigan and afforded medical control by the Van Bren County Medical Control Authority (VBCMCA) as noted in Section 1.6 under Bidder Qualification.

**Proposal Requirement:** All proposals must include a completed Medical Control Form (Attachment A) identifying all Michigan medical control authorities the bidder has been approved to operate in within the last ten years. The Bidder should include information on all affiliated companies operating under different names but partially or wholly owned by the same parent corporation.

Financial Support to VBCMCA - - VBCMCA is currently funded in part through voluntary contributions from transporting agencies based on a unit hour production formula derived by the VBCMA EMS Council's Finance Committee. This committee is comprised of representatives from each ambulance agency providing emergency services in Van Buren County. Based on historical VBCMA budget requirements that consider contributions from both the hospital owners and EMS providers, each VBCMCA EMS transport agency provides a contribution that is reflective of their portion of unit hours provided to the VBCMCA EMS System. Historically, these amounts have increased less than or equal to the annual inflation rate. The Contractor must agree to provide financial support to VBCMCA based upon this funding formula. The Contractor may appeal changes in the formula that the Contractor believes to be unreasonable to the Van Buren County EMS Council.

3.2. Personnel/ Staffing

The City of Hartford believes that the quality of an ambulance service is first and foremost dependent upon the quality of its personnel. The City of Hartford desires a contractor with a high quality field and support personnel. An experienced workforce is desirable as evidence of high employee retention. The Contractor is expected to demonstrate a commitment to employee fitness and wellness. Contractor field personnel are expected to be professional in appearance and appropriately groomed at all times.

All field personnel must adhere to VBCMCA protocols and policies pertaining to clinical credentials and must comply with system protocols related to credentialing and training and performance.

The Contractor is expected to periodically have on-duty personnel participate in joint training activities with Hartford personnel to promote positive interagency interactions and to NIMS compliant.

3.3. Equipment and Supplies

The City of Hartford expects the Contractor will have available high quality medical equipment and that such equipment will be well maintained. Proposals shall include detailed information on equipment that will be used including maintenance practices. Information provided in the narratives should provide an overview of current and planned equipment as well as maintenance practices. Attachment C should be completed identifying current cardiac monitoring and defibrillation equipment, including any means used by the organization for quality improvement.

It is recognized that frequently EMS personnel are required to provide basic and advanced medical care in potentially dangerous environments such as motor vehicle crashes and industrial accidents. To insure that the Contractor's personnel are able to assist first responders in such environments, the Contractor shall provide personal protective clothing for its responding personnel. Contractor shall provide details as to what personal protective equipment will be provided and describe how these items to what personal protective equipment will be provided and describe how these items will meet National Fire Protection Association (NFPA) and American National Standards Institute (ANSI) requirements. The helmet worn will be the color blue.

Hartford believes that optimal interagency operations are facilitated when all personnel are familiar with the medical equipment and supplies. Furthermore, it is recognized that the costs of the various expendable medical supplies are included in the bundled charges of ambulance services. Therefore, the Contractor is required to provide the City of Hartford with a replacement plan for all expendable medical supplies. Expendable supplies will be replaced at no cost to the City of Hartford for all 911 EMS incidents and all non 911 incidents involving contractor.

3.4. Vehicles and Vehicular Maintenance

The City of Hartford requires contractor to operate a fleet of highly reliable, well maintained vehicles at all times and would prefer the use of larger, modular ambulances (Type I or III). The Contractor must have an in all units, a vehicle performance and safety monitoring system that records operational data for each ambulance. Data collected must be made available to Hartford officials upon request.

Contractor shall describe in detail in the Proposal Narrative the prevention maintenance program that will be used for all ambulances. The actual maintenance program must be included in the proposal. The Contractor shall include a description of the Contractor’s current fleet to include ambulance type, chassis and age and the credentials of the chief of maintenance; driver training program used, outline of driver oversight program and vehicle replacement policies. Contractor agrees to immediately remove from service any vehicle or piece of equipment that has a safety defect or the City of Hartford requests because of appearance without undue delay.

3.5. Response Times

Response time performance is determined by the applicable VBCMA EMS dispatch protocol. Should this not be available, response time shall have the ambulance on the scene within the time interval specified below. The response time interval is defined as beginning with the receipt of the call at the ambulance dispatch center and ending with the ALS vehicle arriving on the scene. Arrival on the scene is considered when the vehicle is stationary and at the correct address. In situations in which the responding unit is to stage, arrival at the staging area shall constitute arrival on the scene. The time interval shall be reported and evaluated to the nearest second.

Response time compliance will be maintained using a computer-aided dispatch system. Response time reports shall be evaluated for the entire contracted service area. The reports shall be submitted to the City of Hartford in an approved format and received weekly, no later than Wednesday of the following week. The Contractor agrees to allow Hartford (or its designee) to audit the response time records at any time.

Reports shall be based upon the VBCMCA response time directives (current standards below) If changes are implemented by VBCMA, the new standards will apply.

Expected performances for the services area at the present time are:

<b>PRIORITY</b>	<b>TIME INTERVAL</b>	<b>COMPLIANCE</b>
Priority I	<_ 8 minutes	>_90%
Priority II	<_12 minutes	>_ 90%
Priority III	<_20 minutes	>_90%

The arrival of an EMS supervisor in a licensed ALS shall not qualify as arrival on scene for purposes of calculating response time intervals. In such cases, the transporting ambulance shall be on the scene within the time specified above for priority III responses. When responses are upgraded or downgraded by on-scene units or by other appropriate available information, the response time expectation shall be that based on the final response priority.

3.6. Dispatch Operations and Communications

The Contractor shall comply with all approved VBCMCA protocol pertaining to emergency medical dispatch. All calls are to be prioritized and pre-arrival instructions provided (where appropriate) in accordance with the National Academy of Emergency medical Dispatch, as adopted by VBCMCA.

Contractor shall submit its call processing procedures and demonstrate how its dispatch center meets or exceeds National Fire Protection Association (NFPA) 1221 standard for the installation, maintenance, and use of Emergency Services Communication Systems.

The Contractor shall have in place a global position satellite (GPS) vehicle tracking system. This system shall allow the City of Hartford and VBCMA representatives to remotely access Contractor’s vehicle

location and operational status via modem, internet, or other means. The Contractor, at its expense, will provide a modem connection between the City of Hartford and the Contractor's CAD systems to allow for seamless overlay of existing AVL systems. This requirement is contingent upon approval from appropriate dispatch authority.

Contractor shall provide a plan for an emergency back-up in the event of a mechanical failure or unforeseen disaster that would render the EMS dispatch system useless.

The Contractor will monitor and operate on the Van Buren County dispatch center. This will require the contractor to have mobile and portable capabilities on both 800 MHz and VHF frequencies. The Contractor must be willing to update its equipment to meet current technology.

### 3.7. Field Operations

The Contractor shall demonstrate its ability to achieve the response time standards. This should include the usual and minimum number of units during the peak and off-peak times as well as the usual and minimum number of units per week. Units deployed to serve the contracted service area may be used for serving other non-participating jurisdictions as well as for local, non-emergency uses. However, provisions should be made for units committed to out-of-county, non-emergency and inter-facility transports. Proposals must include evidence of past performance. The Contractor must provide a dedicated unit(s) to stand-by at the scene of fire, rescue, and other emergency scenes at no cost to the City, as requested by the fire department (Fire Chief). Operations at such scenes shall be under the incident command system. EMS units on stand-by shall participate in personnel rehabilitation activities as directed by the incident commander or their designee. Contractor is expected to call in off-duty personnel as needed for major or prolonged incidents so as to maintain service to the participating jurisdictions as well as the operational needs at the scene of the emergency.

The Contractor and its employees shall become familiar with the Incident Command System (ICS) as practiced by the City's fire department. The City shall provide the necessary indoctrination and initial training to the Contractor's personnel. It will be the Contractor's responsibility to provide additional training for new hires or updates as needed.

### 3.8. Professionalism

Contractor's personnel are expected to demonstrate professional and courteous behavior at all times while in uniform and maintain a professional appearance in terms of grooming, hygiene, and clothing. Contractor's on-duty and uniformed personnel shall not use tobacco products in public vehicles. Contractor's personnel are expected to deal professionally with the public, regardless of age, sex, race, ethnicity, religious preference, sexual orientation, or financial means and must conform to responsible use of the social media.

### 3.9. EMS Information System

The contractor shall provide all documentation as required by VBMCA. Hartford will require monthly reports to address clinical outcomes of all EMS responses as approved by Hartford. Contractor shall include a sample report with the proposal for review. Reports will be submitted to the City Clerk and/or designee. Additionally, Hartford may request from the Contractor specific paper reports regarding EMS activity within its jurisdiction. Contractor shall provide a monthly report demonstrating patient care reports were electronically transferred, per state statute or as directed by VBMCA. Reports will be submitted to the City Clerk and /or designee.

### 3.10. Community Service

The Contractor is expected to make available to the citizens of Hartford service area public education programs including courses in use of 911, CPR, injury prevention, and other appropriate offerings. Such courses shall be offered at a reasonable cost to the participants.



All proposals shall include examples of community service and how these programs have benefited said communities, particularly communities with economic challenges.

### 3.11. Charges for Services

The contract between the City of Hartford and the Ambulance service will include a description of all fees (Contract Appendix A) for emergency, non-emergency, and transfers, including medical inter-facility and non-inter-facility transfers. These shall include BLS, ALS Level I, and ALS Level II fees, as well as fees for mileage. These fees will remain in effect for 12 months after the agreement commences. The Contractor shall make available subscription program for Hartford citizens and is encouraged to honor other ambulance service subscription. Any changes must be made in writing. Such request shall include significant details to support justification of requested changes. Once all items have been received by the City Manager, the City will have 60-days to respond to the request. Should a change in any fee be approved, such changes shall not take place for at least thirty days after the approval. Contractor is required to fully participate in Medicare and Medicaid. The billing method used for both Medicare and Medicaid patients will be described. At no time is contractor permitted to request payment for service prior to care or transport of emergency/911 patients. No emergency /911 patient requesting transport to a local hospital is to be denied based on their ability to pay for service. The contractor shall describe the method used for addressing outstanding payment.

### 3.12. Business Practices and History

Proposals shall include description of business history and practices. Proposals shall include written details if the company or officers in the company have been cited for or ruled against by courts or regulating agencies in regards to business procedures or practices in the previous ten years. Include the status of any current or ongoing legal actions.

Proposals shall explain their accounts receivable collections policies and the process used for dealing with individuals financially unable to pay bills for service.

Descriptions of the process used to resolve consumer complaints shall be provided in the proposal.

### 3.13. Accreditation

The City of Hartford recognizes the need for value and importance of accreditation for the contracted ambulance service by the Commission of the Accreditation of Ambulance Services (CAAS). Therefore, Hartford requires that the contractor be CAAS accredited. The Contractor must maintain CAAS accreditation throughout the contract period.

### 3.14. Continuous Quality Improvement Program

An effective continuous quality improvement (CQI) program is crucial to the delivery of high quality emergency health services. The Contractor shall institute a Quality Assurance (QA) and Quality Control (QC) program for all aspects of patient care, including but not limited to responses, patient care and transporting. The Contractor shall submit in writing, its QA/QC program to the City of Hartford and VBCMA for approval with the submission of this proposal. The bidder must include a detailed description of its CQI program as well as how it intends to interface with the external VBCMA CQI program.

### 3.15. Continuing Education for Hartford Personnel

EMS CEU for Hartford personnel will be provided through the ALS provider complying with current MDHHS requirements for conducting EMS CEU sessions. All documentation of training will be provided to the Hartford Training Officer or their designee. Contractor shall provide at its cost, all EMS/CEU training on a monthly basis for the City of Hartford. Training shall occur monthly with two sessions held during normal business hours and one evening session. A yearly calendar with specific training topics, including lesson plans, dates and times for each month must be provided to and approved by Hartford on or before December IST for the upcoming calendar year.

## 4. DEFAULT, BREACHES, AND PENALTIES

### 4.1. Contractor Default and Provision for Termination of the Contract

Conditions and circumstances that may constitute default of the contract shall include the following:

- a. Failure of the contractor to operate the system in a manner which enables the City of Hartford and the contractor to remain in compliance with federal or state laws, rules, regulations, and with requirements of VBCMA.
- b. Falsification of information supplied by the contractor during or subsequent to this procurement process, including, by way of example, but not by way of exclusion, altering or falsification of any data required under the contract.
- c. Failure of the contractor to provide data generated in the course of operations, including by the way of example, but not by way of exclusion, dispatch data and response time data.
- d. Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period.
- e. Failure of the contractor’s employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- f. Failure of the contractor to maintain equipment in accordance with manufacture recommended maintenance practices and VBCMA protocols.
- g. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute.
- h. Failure of the contractor to cooperate with and assist Hartford agencies after default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond the contractor’s reasonable control.
- i. Acceptance by the contractor or any of the contractor’s employee of any bribe, kickback or consideration of any kind of exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor’s employees could reasonably be construed as a violation of federal, state or local law.
- j. Payment by the contractor, or any of the contractor’s employees, of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed to be a violation of any federal, state or local law.
- k. Substantial failure of the contractor to meet the system standard of care as established by VBCMCA.
- l. Failure of the contractor to maintain insurance in accordance with the contract.
- m. Persistent failure of the contractor to meet the response time requirements as set forth in the contract, where persistent failure is defined as a continued pattern of breaches that are not addressed or corrected despite repeated requests or attempts.
- n. Response time discrimination within the City of Hartford, as set forth in the amount specified in the contract.
- o. Failure to maintain a performance bond in accordance with the terms and conditions of the contract.
- p. Failure to submit reports and information under the terms and conditions outlined in the contract.
- q. Any other failure of performance, clinical or other required in the contract and which is determined by the City of Hartford to constitute a default or endangerment to public health and safety.
- r. Any failure of the contractor to comply with remedies for contract breaches, including payment of financial penalties.

### 4.2. City of Hartford Remedies

If conditions or circumstances constituting default as set forth in Section 4.1 above exist, Hartford shall have all rights and remedies available at law in equity under the contract, specifically including the right

to terminate the contract. The remedies shall be cumulative and shall be in addition to any other remedy available to Hartford.

4.3. Contract Termination

In the event of default, Hartford shall give the contractor written notice, by United States Postal Service Return Receipt Requested mail, setting forth with reasonable specificity the nature of the breach and the reason such breach endangers the public’s health and safety. Within five(5) calendar days of receipt of such notice, the contractor shall deliver to Hartford, in writing, a plan of action to cure such default. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. The contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined by sole and absolute discretion of Hartford), or the contractor fails to timely deliver the cure plan to Hartford, Hartford may terminate the contract. The contractor shall cooperate completely and immediately with Hartford to affect a prompt and orderly transfer of all responsibilities to Hartford. The contractor’s cooperation with and full support of Hartford’s termination of the contract shall not be construed as acceptance by the contractor of the finding of default, and shall not in any way jeopardize the contractor’s right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with Hartford to affect a smooth and safe transition shall itself constitute a breach of the contract, even if it was later determined that the original declaration of default by Hartford was made in error.

Breaches

- a. Failure to provide call processing or service delivery consistent with VBCMCA protocol and NFPA 1221 standard.

Minor Breach- A letter of warning from VBCMCA or department. If received by VBCMCA, it shall be communicated by the Contractor to the City Manager within 24 hours of receipt of warning letter. Greater than two(2) percent turnover of priority 1 or 2 calls within the City of Hartford on any given month. Less than ninety (90) percent compliance for responses times of priority 1,2,or3 calls in any month.

Major Breach- Greater than five(5) percent turnover of priority 1 or 2 calls within the City of Hartford on any given month. More than two(2) minor breach occasions within a continuous 12 month period as it relates to responses times of priority 1,2,or3 calls that do not meet ninety(90) percent compliance. Anytime the contractor has had its services restricted by order of the VBCMCA or the State of Michigan. Loss of accreditation. This shall be communicated by the contractor to the City Manager immediately upon notification.

Note: One (1) major breach may be cause for termination of contract with Hartford.

- b. Field Staff Credentials/Qualifications.

Minor Breach- A letter of warning from VBCMCA. This shall be communicated by the Contractor to the City Manager within 24 hours of receipt of warning letter.

Major Breach- Any time one or more of the contractor’s personnel is suspended, placed on probation or has their duties restricted by act of the VBCMCA or the State of Michigan. This shall be communicated by the contractor to the City Manager within 24 hours.

Note: Two (2) major breaches may be cause for termination.

4.4. “Lame Duck” Provisions

Should the contractor fail to prevail in a future procurement cycle, the contractor shall agree to continue to provide all services required in and under the contract until the new contractor assumes service responsibilities.

## 5.0 OTHER CONTRACT TERMS

### 5.1. Laws, ordinances and regulations

This agreement shall be governed by the laws of the State of Michigan.

The contractor shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and equipment used.

The contractor and /or its employee shall at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

### 5.2. Right to Audit

The City Manager or his/her designee shall be entitled to audit all of the contractor's records and shall be allowed to interview any of the contractor's employees throughout the term of this contract and for a period of three years after contract completion or longer, if required by law, to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's compliance with contract requirements.
- b. Compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or any of its payees, if applicable.

### 5.3. Independent Contractor

The contractor and its employees at all times shall be considered as independent contractors and not as City employees. The contractor shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to employees of the Contractor, and the right to hire, fire, and discipline all its employees. As an independent contractor, any payment to the Contractor under this contract by the City (if any) shall not be subject to any withholding for tax, social security, or other purposes, nor shall the contractor or its employees be entitled to any of the fringe benefits programs of the City.

### 5.4. Hartford Oversight

The contractor and/or project manager shall be available to meet with Hartford officials at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Hartford officials-, the severity of the circumstances warrants, no more than one(1) working day.

### 5.5. No Waiver

Either party's failure to insist on strict performances of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 5.6. Contract Term

This contract shall be in effect for a three year period, commencing on or about March 27, 2023. The City of Hartford, in its own discretion, may extend the contract for three additional years upon mutual agreement of both parties.

5.7. Extended Purchasing

During the term of the agreement resulting from this Request for Proposals, the City of Hartford would like to afford the terms and conditions of the agreement to other local governments located in Van Buren County, even though their requirements are not included in the request for proposals. Please complete Attachment D to indicate that you agree or do not agree to extend or not extend the terms and conditions of the contract.

Your response, either to extend or not extend the terms and conditions of the contract will not have an effect on the evaluation of your proposal.

6.0. QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You are not required to submit answers on this form and additional information (brochures, illustrations, etc.) will be used in determining qualifications. If not using this form, please follow its format.

1. Firm Name \_\_\_\_\_

2. Established (year): \_\_\_\_\_ State: \_\_\_\_\_

3. Type of Organization:

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_

Corporation \_\_\_\_\_ Other \_\_\_\_\_

4. Former firm name(s) if any, and year(s) in business.

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

5. Home office business address and telephone and fax number:

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Branch office(s) address(s) and telephone and fax number:

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

7. If any of the following is "yes", describe circumstances on an attachment. These questions apply to current and former firms (as listed above in item 4

a. Has any ambulance contract, to which you have been a party, been terminated early?  
\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.

b. Have you ever terminated an ambulance contract prior to its completion for any reason?  
\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.

c. Has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf?  
\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.

- d. Has any surety expended monies in connection with a contract for which they furnished a bond on your behalf? \_\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.
  - e. Are there any judgements, claims, arbitrations, proceedings or lawsuits pending or outstanding against your organization or its officers?  
\_\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.
  - f. Has your organization filed any law suits or requested arbitration with regards to ambulance contracts within the past five (5) years?  
\_\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.
  - g. Provide a statement of OSHA safety record. Include fines and violations within the past three (3) years.
  - h. Has your firm (or any part of your firm), any owner (or partial owner of your firm), or any person in any way associated with or employed by your firm, ever been barred from providing ambulance service by a Medical Control Authority?  
\_\_\_\_\_ Yes (Explain) \_\_\_\_\_ No.
  - i. Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under current Firm name for the duration of the contract?  
\_\_\_\_\_ Yes(Explain) \_\_\_\_\_ No.
  - j. Is your firm for sale? \_\_\_\_\_ Yes(Explain) \_\_\_\_\_ No.
8. Attach a list of all clients for whom similar services have been performed within the last five years. For each client include:
- a. The contracting agency’s manager’s name, address and phone.
  - b. The medical director’s or medical advisory board’s name, address and phone (if the medical control is provided by a physician directly remunerated by your firm, please provide the contact information for another physician familiar with the quality of medical care provided by your firm).
  - c. The number of patient transports conducted from January –December 2016.
  - d. A description of the community and the scope of services provided by your firm.
  - e. The response time performance of your firm from January – December 2016. Define how the response times are measured. Use the following format your response.
- Life threatening emergencies: \_\_\_\_\_% responded in less than 8 minutes
- Non-life threatening emergencies: \_\_\_\_\_% responded to in less than 12 minutes.
- Did you use priority medical dispatch during this period? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, starting when and which type? \_\_\_\_\_.

I certify that all information provided above is complete, accurate and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 1 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print)

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**ATTACHMENT A- MEDICAL CONTROL FORM**

The Bidder shall list all Michigan medical control authorities in which it has been approved to function in the past ten years. Information should be provided for the proposing company and all affiliated companies owned by the parent company. All bidders authorized the City of Hartford or its representatives to contact past and current medical control authorities for performance.

Ambulance Service

Medical Control

Dates

MCA Contact

Name

Authority

Person

Phone#



**ATTACHMENT B**  
**PERSONNEL PROFILE**

In the table below, provide the information of all personnel levels requested as of January 1, 2016. All information is subject to verification.

<b><u>Position</u></b>	<b><u>Number of Staff</u></b>
Paramedic Trainee (must work under PFI/Trainer).	
Field Paramedic (entry Level).	
Field Paramedic (senior or Lead Paramedic)	
Paramedic Field Instructor (Training officer)	
Paramedic Field Supervisor	
Dispatcher	
Dispatch Supervisor	

**ATTACHMENT C**

**LIST OF CURRENT CARDIAC MONITORING DEFIBRILLATION EQUIPMENT**

---

---

---

---

---

---

---

---

---

---

**ATTACHMENT D**

**Extended Purchasing:**

During the term of the agreement resulting from this Request for Proposals, the City of Hartford would like to afford the same terms and conditions to other local governments located in Van Buren County even though their requirements are not included in the Request for Proposal. Please indicate your willingness to extend the terms and conditions of the agreement to other local governmental entities by checking the corresponding box below.

I agree to extend contract terms.

I do not extend contract terms.

Your response, either to extend or not to extend your contract terms, will **not** have an effect on the evaluation of your bid.

DRAFT CONTRACT AGREEMENT

Following is a “draft copy” of the contract that will be executed by the City and the Contractor for the completion of this project.

**CITY OF HARTFORD**  
**CONTRACT DRAFT**

THIS CONTRACT made the \_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ hereinafter called the “FIRM” and the City of Hartford, 19 West Main Street, Hartford, Michigan 49057, hereinafter called the ”City”.

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agrees as follows:

ARTICLE I –SCOPE OF WORK

The Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Ambulance Services all in strict accordance with specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s bid and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part of hereof.

ARTICLE I I- COMPENSATION TO BE PAID TO THE CONTRACTOR

See Appendix A- Fee Schedule.

ARTICLE III – ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party.

ARTICLE IV- COMPONENT PARTS OF THE CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Invitation to Submit Proposals (dated \_\_\_\_\_)
3. Instructions to Bidders
4. Scope of Work
5. Proposal and Contract Requirements
6. Default, Beaches, and Penalties
7. Other Contract Terms
8. Contractor’s Proposal (or bid)
9. Fee Schedule\_ Appendix A

In the event that any provision of the above component parts of this contract conflicts with any provision in any other of the parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

CONTRACTOR

Witness:

\_\_\_\_\_ By: \_\_\_\_\_  
Signature

\_\_\_\_\_ \_\_\_\_\_  
Print name and Title Print name and Title

CITY OF HARTFORD

Witness:

\_\_\_\_\_ By: \_\_\_\_\_  
Sanya Vitale, City Manager

Approved as to Form:

\_\_\_\_\_  
Harold Schuitmaker, Hartford City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF HARTFORD

A. If the contractor is a corporation, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am the Secretary of the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in good standing in the state of \_\_\_\_\_ and has authority to transact business in the State of Michigan. I certify that the contract between the City of Hartford and \_\_\_\_\_, Inc. was validly executed on behalf of the Corporation by \_\_\_\_\_ who is the \_\_\_\_\_ of said corporation and has the authority to bind the corporation to the contractual agreements pursuant to the authority of its governing body and by-laws and is within the scope of its corporate powers.

\_\_\_\_\_
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

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

B. If contractor is an LLC, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am a member of the limited liability company named as Contractor in the contract and that such LLC is in good standing in the State of \_\_\_\_\_ and

That the LLC has the authority to transact business in the State of Michigan. I certify that the contract between the City of Hartford and \_\_\_\_\_ LLC was validly executed on behalf of the

LLC by \_\_\_\_\_ who was then a member of said LLC and has the authority to bind the LLC to contractual agreements and that such contract is within the scope of its powers.

\_\_\_\_\_
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

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

If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am the owner/partner
Print or type name

Of the company named as Contractor in the contract and that I have the authority to bind \_\_\_\_\_, to contractual agreements.

Print or type name of business (insert d/b/a if one exists)

\_\_\_\_\_  
 Print or type name of company/DBA

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_

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

#### Notes to Certificate

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties is to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and the authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Contractor.
4. If the contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.

# CITY OF HARTFORD

## NOTICE

**To:** PROPERTY OWNER 215 SHEPHARD ST., HARTFORD MI, 49057

**From:** CHUCK MOORE, BUILDING INSPECTOR, 269-569-0015  
*Chuck Moore*

**cc:** CITY MANAGER, SANYA VITALE

**Date:** February 23, 2023

**Re:** ORDER OF CONDEMNATION

---

Per Section **91.16 of the City of Hartford's Code of Ordinances 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 sub chapter, 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.

(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.

**This property is posted as CONDEMED under Article 108.1 Section 108.0 of the Property Maintenance Code due to a fire that has completely destroyed the dwelling unit. The dwelling unit is beyond repair and needs to be demolished, all holes to be filled and graded to natural state and all debris removed from property. The property must be secured from the public entering.**

You are hereby ordered to immediately (**72 HOURS**) take measures to demolish this property or the City of Hartford may take actions to ensure the safety of the property and thereby the City of Hartford and its residents. If this happens, as the owner, you will be assessed all costs for these services per the City's Cost Recovery Ordinance.





Telephone: (269) 621-2477  
Fax: (269) 621-2054  
www.cityofhartfordmi.org

August 31, 2022

Mr. Brian Toma  
BT Holdings  
222 E. Merrill Street, Suite 102  
Birmingham, MI 48009.

Dear Mr. Toma:

**SUBJECT: ADULT USE RECREATIONAL MARIHUANA FACILITY LICENSE, 210 W. MAIN STREET, HARTFORD, MI 49057.**

It has been over a year since the City approved your application for an Adult Use Recreational Marihuana Facility. The City is very concerned about the lack of the progress of this project. The building is still vacant; the lawn is not maintained and is in violation of the Tall Grass Ordinance.

At the end of one year, the City expected a substantial completion of the project if not completed. We are seriously concerned about the status of your application with the State of Michigan and the current condition of the building. There are two licenses tied up on this building without any information on when you can activate either of them. These licenses shall be deemed forfeited; if we do not hear from you within thirty days of this letter and if there is no reasonable explanation for the delay. I have also enclosed Section F of Ordinance#320-2020 for your reference. Should you have any questions, please feel free to contact me.

I look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yemi Akinwale', is written over a horizontal line.

Yemi Akinwale  
City Manager

Cc: File Copy

Encl: (1)

establishment or other regulated activity authorized by the Rules promulgated by the State license whose term shall run concurrent with the State license for the establishment or other regulated activity authorized by the Rules promulgated by the State.

3. Maintaining a valid recreational marihuana establishment or other regulated activity authorized by the Rules promulgated by the State license issued by the State is a condition for the issuance and maintenance of the City recreational marihuana establishment or other regulated activity authorized by the Rules promulgated by the State operating license issued under this Ordinance and continued operation of any recreational marihuana establishment or other regulated activity authorized by Rules promulgated by the State.
4. The City of Hartford will authorize approved recreational establishment or other regulated activity authorized by the Rules promulgated by the State license(s) to entities in the following order and on the condition that a license and location are available in the City per the City's Zoning Ordinance:
  - a. On or after promulgation of State approved operating standards, the proposed recreational marihuana establishment or other regulated activity authorized by the Rules promulgated by the State has completed and received approvals as outlined in this Ordinance as verified by the City Clerk or designee; and
  - b. Paid all licensing fees to the City of Hartford; The entity holds and
  - c. The entity(ies) holds and can produce an approved and fully authorized State of Michigan; Department of Licensing and Regulatory Affairs approved Recreational Marihuana Establishment or other regulated activity authorized by the Rules promulgated by the State License to the City Clerk; and
  - d. An approved certificate of occupancy from the City of Hartford Fire Chief and Building Inspector.
  - e. All marihuana establishments or other regulated activity authorized by the Rules promulgated by the State shall obtain a State license and all other required permits of licenses related to the operation of the recreational marihuana establishment or other regulated activity authorized by the Rules promulgated by the State, including, without limitation, any development approvals or building permits required by any applicable code or ordinance prior to opening to the public; including but not limited to an approved Special Land Use permit (if applicable) from the City of Hartford Planning Commission as well as any approved Building Permits (as required for any construction/deconstruction) by the City of Hartford Building Inspector.
  - f. Proof of Insurance. A licensee shall at all-time maintain full force and effect for duration of the license, worker's compensation as required by State law, and general liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate limit issued from a company licensed to do business in Michigan having an AM Best rating of at least A-.  
The policy shall name the City of Hartford and its official and employees as additional insureds to the limit required by this section. A licensee or its insurance broker shall notify the City of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The licensee, permittee, or lease shall forthwith obtain and submit proof of substitute insurance to the City Clerk within five (5) days in the event of expiration or cancellation of coverage.
  - g. An acknowledgement and consent that the City, including the Hartford 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 marihuana entity, which may include any/all records of deposit, withdrawal, balances and loans upon request; and
  - h. Any additional information that the City Clerk, Police Chief, Fire Chief, Public Works Director, Building Inspector, City Manager and/or City Attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.

#### F. License Forfeiture

In the event that a recreational marihuana establishment or other regulated activity authorized by the Rules promulgated by the State does not commence operations within one (1) year of issuance of a City operating license, the license shall be deemed forfeited; the business may not commence operation, unless extended by a majority vote of the full City Commission.

**CITY OF HARTFORD  
COUNTY OF VAN BUREN  
STATE OF MICHIGAN  
RESOLUTION 2023 - 006**



**DESIGNATING STREET ADMINISTRATOR**

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on February 27, 2023 at 7:30pm.

The following resolution was offered:

Moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**WHEREAS**, City Manager Yemi Akinwale has formally retired and the City Commission has accepted his resignation, and

**WHEREAS**, the City Commission of the City of Hartford under chapter 4.2 of the City Charter has appointed Sanya Vitale as City Manager effective January 30, 2023, and

**WHEREAS**, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

**NOW, THEREFORE BE IT RESOLVED**, that Yemi Akinwale’s name be removed from all accounts held by the City, including but not limited to all transaction with the State Transportation Department as provided in Section 13 of the Act, and

**BE IT FURTHER RESOLVED**, that Sanya Vitale as City Manager and chief administrative officer of the City is designated as the single Street Administrator for the City of Hartford in all transactions with the State Transportation Department as provided in Section 13 of the Act.

YEAS: Commissioners and Mayor

NAYS:                    ABSENT:

RESOLUTION DECLARED ADOPTED

DATE: February 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 February 27, 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 2023-007



RESOLUTION ADOPTING FISCAL YEAR 2022/2023 BUDGET ADJUSTMENTS NO.TWO

EXHIBIT A

FISCAL 2022-2023 BUDGET ADJUSTMENTS NO. TWO GENERAL FUND				
<b>GENERAL FUND</b>	<b>REVENUE</b>			
	<b>CURRENT BUDGET</b>			<b>\$1,303,650</b>
	CURRENT (December 31, 2022)	926,230		
	ADDITIONAL PROJECTED	529,889		
	PROJECTED REVENUE	1,456,119		
	ADJUSTMENTS:			
		SUBTRACT	ADD	
	TAXES – REAL PROPERTY		64,524	
	TAXES – PERSONAL PROPERTY		1,310	
	FRANCHISE FEE, CABLE TV		18,000	
	MEDICAL MARIJUANA		42	
	<b>MISC, CASH RECEIPTS</b>		<b>4,278</b>	
	<b>MISC, REVENUE</b>		<b>2,371</b>	
	<b>ADMIN FEES FROM OTHER FUNDS</b>		<b>34,183</b>	
	<b>UNREALIZED GAIN/LOSS ON INVESTM</b>		<b>6,540</b>	
	<b>EQUIPMENT RENTAL</b>		<b>21,221</b>	
	<b>TOTAL ADJUSTMENTS:</b>		<b>152,469</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$1,456,119</b>
<b>GENERAL FUND</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$1,440,611</b>
	CURRENT (DECEMBER 31, 2022)	718,450		
	ADDITIONAL PROJECTED	732,502		
	PROJECTED EXPENDITURES		1,450,952	
	ADJUSTMENTS:			

		SUBTRACT	ADD	
	LEGAL SERVICES		6,760	
	AUDIT FEES	3,700		
	FIRE DEPARTMENT		7,281	
	<b>TOTAL ADJUSTMENTS</b>		<b>10,341</b>	
	<b>ADJUSTED TOTAL EXPENDITURES</b>			<b>\$1,450,952</b>
	<b>PROJECTED ADJUSTMENT TO GENERAL FUND BALANCE:</b>			

**FISCAL 2022-2023  
BUDGET ADJUSTMENTS NO. TWO  
STREET FUNDS**

<b>MAJOR STREETS</b>	<b>REVENUE</b>			
	<b>CURRENT BUDGET</b>			<b>\$301,150</b>
	CURRENT (DECEMBER 31, 2022)	146,662		
	ADDITIONAL PROJECTED	154,488		
	<b>PROJECTED REVENUE</b>		301,150	
	ADJUSTMENTS:	SUBTRACT	ADD	
	COMMUNITY STABILIZATION			
	<b>TOTAL ADJUSTMENT</b>		<b>0</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$301,150</b>
<b>MAJOR STREETS</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$299,454</b>
	CURRENT (DECEMBER 31, 2022)	104,270		
	ADDITIONAL PROJECTED	195,184		
	<b>PROJECTED EXPENDITURES</b>		299,454	
	ADJUSTMENTS:	SUBTRACT	ADD	
	<b>TOTAL ADJUSTMENTS</b>		<b>0</b>	
	<b>ADJUSTED EXPENDITURES</b>			<b>\$299,454</b>

<b>PROJECTED ADJUSTMENT TO MAJOR STREET FUND BALANCE:</b>				
<b>LOCAL STREETS</b>	<b>REVENUE</b>			
	<b>CURRENT BUDGET</b>			<b>\$132,542</b>
	CURRENT REVENUE (DECEMBER 31, 2022)	46,970		
	ADDITIONAL PROJECTED	86,172		
	PROJECTED REVENUE		133,142	
	BUDGET ADJUSTMENTS	SUBTRACT	ADD	
	RIGHT OF WAY PERMITS		600	
	ACT 51			
	COMMUNITY STABILIZATION			
	STATE GRANT - WENDELL AVE			
	<b>TOTAL ADJUSTMENTS</b>		<b>600</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$133,142</b>
<b>LOCAL STREETS</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$107,900</b>
	CURRENT (DECEMBER 31, 2022)	56,250		
	ADDITIONAL PROJECTED	71,650		
	PROJECTED EXPENDITURES		127,900	
	ADJUSTMENT	SUBTRACT	ADD	
	ADMINISTRATION			
	TRANSFER TO CDBG FUND	20,000		
	TRAFFIC SERVICES			
	NON MOTORIZED			
	TRANSFER TO COMP IMPROVEMENT			
	<b>TOTAL ADJUSTMENTS</b>		<b>20,000</b>	
	<b>ADJUSTED EXPENDITURES</b>			<b>\$127,900</b>
<b>PROJECTED ADJUSTMENT TO LOCAL STREET FUND BALANCE:</b>				

**FISCAL 2022-2023  
BUDGET ADJUSTMENTS – NO. TWO  
SEWER FUND**

<b>SEWER FUND</b>	<b>REVENUE</b>			
-------------------	----------------	--	--	--

	<b>CURRENT BUDGET</b>			<b>\$626,274</b>
	CURRENT REVENUE (DEC 31, 2022)	287,248		
	ADDITIONAL PROJECTED	352,067		
	PROJECTED REVENUE		639,315	
	ADJUSTMENTS:			
		SUBTRACT	ADD	
	REAL PROPERTY TAX		8,579	
	PERSONAL PROPERTY TAX		185	
	PENALTY ON DELQ BILL		2,099	
	BANK INTEREST ON ACCTS		30	
	UNREALIZED GAIN/LOSS ON INVEST		2,148	
	INTEREST ON ACCTS RECEIVABLE			
	MISC REVENUE			
	INSURANCE REFUND			
	<b>TOTAL ADJUSTMENT</b>		<b>13,041</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$639,315</b>
<b>SEWER FUND</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$640,637</b>
	CURRENT (DECEMBER 31, 2022)	267,446		
	ADDITIONAL PROJECTED	383,191		
	PROJECTED EXPENDITURES		650,637	
	ADJUSTMENTS:			
		SUBTRACT	ADD	
	TRANSFER TO CDBG GRANT		10,000	
	SEWER TREATMENT PLANT			
	SEWER LIFT STATIONS			
	*			
	<b>TOTAL ADJUSTMENTS</b>		<b>0</b>	
	<b>ADJUSTED EXPENDITURES</b>			<b>\$650,637</b>
	<b>PROJECTED ADJUSTMENT TO SEWER FUND BALANCE:</b>			

\*Depreciation should be around \$

**FISCAL 2022-2023  
BUDGET ADJUSTMENTS – NO. TWO  
WATER FUND**



<b>WATER FUND</b>	<b>REVENUE</b>			
	<b>CURRENT BUDGET</b>			<b>\$442,850</b>
	CURRENT (DECEMBER 31, 2022)	301,623		
	ADDITIONAL PROJECTED	263,714		
	PROJECTED REVENUE		565,337	
	ADJUSTMENTS:			
		SUBTRACT	ADD	
	STATE GRANTS – PFAS		32,541	
	STATE GRANTS – DWAM		83,212	
	WATER TOWER RENTAL		215	
	MISC REVENUE		500	
	WATER DEPT LABOR – DWAM		5,123	
	UNREALIZED GAIN/LOSS ON INVESTMENT		896	
	INTEREST ON INVESTMENTS			
	<b>TOTAL ADJUSTMENT</b>		<b>122,487</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$565,337</b>
<b>WATER FUND</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$507,077</b>
	CURRENT (DECEMBER 31, 2022)	246,384		
	ADDITIONAL PROJECTED	270,693		
	PROJECTED EXPENDITURES		517,077	
	ADJUSTMENTS:			
		SUBTRACT	ADD	
	TRANSFER TO CDBG FUND		10,000	
	WATER DISTRIBUTION SYSTEM			
	*			
	<b>TOTAL ADJUSTMENTS</b>		<b>10,000</b>	
	<b>ADJUSTED EXPENDITURES</b>			<b>\$517,077</b>
	<b>PROJECTED ADJUSTMENT TO WATER FUND BALANCE:</b>			<b>\$</b>

\*Depreciation should be around \$

**FISCAL 2022-2023  
BUDGET ADJUSTMENTS – NO. TWO  
MISCELLANEOUS FUNDS**

<b>COMPREHENSIVE IMPROVEMENT</b>	<b>REVENUE</b>				
	<b>CURRENT BUDGET</b>				<b>\$276,000</b>
	CURRENT (DECEMBER 31, 2022)	189,000			
	ADDITIONAL PROJECTED	189,000			
	PROJECTED REVENUE			276,000	
	ADJUSTMENTS:		SUBTRACT	ADD	
	CONTRIBUTION – CASINO				
	TRANSFER FROM SEWER FUND				
	<b>TOTAL ADJUSTMENT</b>			<b>0</b>	
	<b>ADJUSTED REVENUE</b>				<b>\$276,000</b>
<b>COMPREHENSIVE IMPROVEMENT</b>	<b>EXPENDITURES</b>				
	<b>CURRENT BUDGET</b>				<b>\$229,000</b>
	CURRENT (DECEMBER 31, 2022)	76,964			
	ADDITIONAL PROJECTED	152,036			
	PROJECTED EXPENDITURES			229,000	
	ADJUSTMENTS:		SUBTRACT	ADD	
	CITY HALL				
	POLICE DEPT				
	PUBLIC WORKS				
	SIDEWALKS				
	STREET IMPROVEMENTS				
	SEWER SYSTEM IMPROVEMENTS				
	WATER DISTRIBUTION IMPROVEMENTS				
	<b>TOTAL ADJUSTMENTS</b>			<b>0</b>	
	<b>ADJUSTED EXPENDITURES</b>				<b>\$229,000</b>
<b>PROJECTED ADJUSTMENT TO COMP IMPROVEMENT FUND BALANCE:</b>					

<b>BUILDING DEPARTMENT</b>	<b>REVENUE</b>			
	<b>CURRENT BUDGET</b>			<b>\$15,300</b>
	CURRENT (DECEMBER 31, 2022)	21,098		
	ADDITIONAL PROJECTED	5,798		
	PROJECTED REVENUE		21,098	
	ADJUSTMENTS:	SUBTRACT	ADD	
	BUILDING DEPART		5,798	
	,			
	<b>TOTAL ADJUSTMENT</b>		<b>5,798</b>	
	<b>ADJUSTED REVENUE</b>			<b>\$21,098</b>
<b>BUILDING DEPARTMENT</b>	<b>EXPENDITURES</b>			
	<b>CURRENT BUDGET</b>			<b>\$15,300</b>
	CURRENT (DECEMBER 31, 2022)	11,814		
	ADDITIONAL PROJECTED	9,284		
	PROJECTED EXPENDITURES		21,098	
	ADJUSTMENTS:	SUBTRACT	ADD	
	BUILDING DEPARTMENT		5,798	
	<b>TOTAL ADJUSTMENTS</b>		<b>5,798</b>	
	<b>ADJUSTED EXPENDITURES</b>			<b>\$21,098</b>
<b>PROJECTED ADJUSTMENT TO COMP IMPROVEMENT FUND BALANCE:</b>				

**CITY OF HARTFORD**  
**ANTI BLIGHT ORDINANCE 304 – 07 – PROPOSED AMENDMENT – FIRST READING**

THE CITY OF HARTFORD, VAN BUREN COUNTY, MICHIGAN, HEREBY ORDAINS:

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, VAN BUREN COUNTY, MICHIGAN, 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, 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,** in any area of the City of Hartford, 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 temporary 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 Zoning Administrator), 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) 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 or part of the building is likely to collapse or fall.

(5) The building is manifestly unsafe for the purpose for which it is intended to be used.

(6) 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.

(7) 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.

(8) 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, brush and tree limbs, 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.

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; 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 self-unloading trash receptacles shall be stored in a screened storage area accessible for disposal.

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 shall become effective upon its publication.



## 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.

(2) Each set of violations and every day upon which any violation shall occur shall constitute a separate offense.

(3) (a) The penalty provided by this section, unless another penalty is expressly provided, shall apply to any amendment of this code, whether or not the penalty is reenacted in the amendatory ordinance.

(b) In addition to the penalties provided in this section, the city may enjoin or abate any violation of this code or any rule or regulation adopted under this code by appropriate action, and may avail itself of any other remedy provided by law to enforce this code or the rule or regulation.

(c) Additional penalties or costs applicable to particular sections of this code appear in those sections.

(B) *Civil infractions.* Any person, corporation, or firm who violates, disobeys, omits, neglects, or refuses to comply with any provision of this code, for which violation is designated as a civil infraction, may be ordered to pay a civil fine of not more than \$100 plus costs of prosecution. The words **MUNICIPAL CIVIL INFRACTION** mean an act or omission that is prohibited by this code or any ordinance of the city, but which is not a crime under this code or other ordinance, and for which civil sanctions; including, without limitation, fines, damages, expenses, and costs; may be ordered, as authorized by Public Act 236 of 1961, M.C.L.A. ' ' 600.8701 *et seq.* A municipal civil infraction is not a lesser-included offense of violation of this code that is a criminal offense.

### (C) *General penalties and sanctions for violations; continuing violations.*

(1) Unless a violation of this code or any ordinance of the city is specifically designated in the code or ordinance as a municipal civil infraction, the violation shall be deemed to be a misdemeanor.

(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.

(3) The sanction for a violation, which is a municipal civil infraction, shall be a civil fine in the amount as provided by this code or any ordinance, plus any costs, damages, expenses, and other sanctions, as authorized under Public Act 236 of 1961, M.C.L.A. ' ' 600.8701 *et seq.*, and other applicable laws.

(4) Unless otherwise specifically provided for a particular municipal civil infraction violation by this code or any ordinance, the civil fine for violation shall be not less than \$50 plus costs and other sanction for each infraction.

(5) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this code or any ordinance. As used in this section, **REPEAT OFFENSE** means a second (or any subsequent) municipal infraction violation of the same requirement or provision committed by a person within any 6-month period (unless some other period is specifically provided by this code or any ordinance) and for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this code or any ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows.

(a) The fine for any offense which is a first repeat offense shall be not less than \$125 plus costs.

(b) The fine for any second repeat offense shall be not less than ~~\$250~~ \$500 plus costs.

(c) A **VIOLATION** includes any act which is prohibited or made or declared to be unlawful or an offense by this code or any ordinance; and any omission or failure to act where the act is required by this code or any ordinance.

(d) Each day of which any violation of this code or any ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.

(D) *Injunctive relief.* The foregoing penalties shall not prohibit the city from seeking injunctive relief against a violator, or other appropriate relief as may be provided by law. Costs of prosecution and/or enforcement and/or repair, alteration, or razing may be assessed to anyone in violation hereof.

(E) *Cost recovery.*

(1) That in addition to all other penalties, the City of Hartford may bring an action for costs of enforcement and prosecution expense upon person(s) that have violated any provision of the City of Hartford Code of Ordinances, City Charter, or Zoning Ordinance. The action shall be a civil action in a court of competent jurisdiction. The action shall be entitled in the name of the city and shall be against the person that has allegedly violated the ordinance of the city.

(2) Should the city receive a judgment and should the judgment not be satisfied within 60 days of service upon the defendant, the city may, upon 30 days written notice, submit a copy of the judgment to the City Treasurer and County Treasurer for the costs to be added to the tax roll of the defendant's property.

(3) The cost of enforcement and prosecution shall be the actual amount of attorneys fees for enforcement of the ordinance. An itemized list given under oath shall be prima facie evidence of the attorneys fees.

(1993 Code, ' 1.4) (Am. Ord. 303-07, passed 1-28-2008)