



City of Hartford
County of Van Buren, State of Michigan

Commission Business Meeting Agenda

Monday, January 27, 2025 at 5:30 AM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

GUESTS

1. Mickey Bittner, Wightman - Project Updates

PUBLIC COMMENT

2. - "Please introduce yourself and any organization you represent. Please limit your comments to three (3) minutes. City Council & Staff will listen to your comments and not respond to any requests for information at this time. For those public comments that require a response or follow up, please fill out a comment card so the City Manager can respond within 7 business days of this meeting."

COMMUNICATIONS

REPORT OF OFFICERS BOARDS & COMMITTEES

3. Committee Update - Commission Rules Review
4. Committee Update - City Manager Review Forms
- [5.](#) Planning Commission - 2024 December 9 Minutes
- [6.](#) VBCD - 2024 December Program Update

Police & Ordinance

- [7.](#) HPD - 2024 December
- [8.](#) HPD - Evidence Audit Recommendation

Fire Department

- [9.](#) HFB - 2025 January

Ambulance

- [10.](#) VBEMS - 2024 December

Van Buren County

Public Works

[11.](#) DPW - 2024 December

Wastewater Treatment Plant

[12.](#) WWTP -

Treasurers, Investment & List of Bills

[13.](#) List of Bills - 2025 January 27

City Manager

[14.](#) CM

APPROVAL OF COMMISSION MINUTES

[15.](#) Discuss & Consider - 2024 December 16 Meeting Minutes

APPROVAL OF REPORTS

GOALS/OBJECTIVES

OLD BUSINESS

NEW BUSINESS

16. Discuss & Consider - Amending April Council Meeting Date

[17.](#) Discuss & Consider - MSHDA Housing Readiness Incentive Program Grant

[18.](#) Discuss & Consider - City of Hartford Employee Handbook Amendment to "Social Media"

[19.](#) Discuss & Consider - Employee Flexible Benefit Plan Agreement

INTRODUCTION OF RESOLUTIONS OR AMENDMENTS

[20.](#) Discuss & Consider - Resolution 2025 - 001 Accepting MSHDA Housing Readiness Grant

[21.](#) Discuss & Consider - Resolution 2025-002 Amending Employee Handbook Section "Social Media"

[22.](#) Discuss & Consider - Resolution 2025-003 Appoint DDA Board Members

[23.](#) Discuss & Consider - Resolution 2025-004 - Appointing Planning Commission Members

[24.](#) Discuss & Consider - Resolution 2025-005 Appoint Board of Review Members

[25.](#) Discuss & Consider - Resolution 2025-006 Flexible Benefit Plan

ADJOURNMENT

City of Hartford
Planning Commission Meeting
December 9th, 2024, Proposed Minutes

Call to Order: 6:00pm by T. Kling

Members Present: Steve Ackerman, Gage Gardner, Jenine Kling, & Tim Kling

Members Absent: Adolfo Morales

Also Present: Nicol Brown, City Manager; Donovan Smith, Principal Planner for McKenna & Assoc.; Public Attendees: Mandy Gauss, PE Sr. Project Mgr. for Casey's General Store

Approval of the Minutes:

Motion by Ackerman, seconded by Gardner, to approve the minutes of the October 14th, 2024, meeting.

Motion carried, 4 – 0

Approval of the Agenda:

Motion by Gardner, seconded by Ackerman, to approve the December 9th, 2024, agenda as presented.

Motion carried, 4 - 0

Public Comments Not on the Agenda:

*Nicol introduced Donovan Smith, Principal Planner for McKenna & Associates. He helped with the site plan review for Casey's and may also be available to assist us with our master plan update. She wants to budget for them next year.

*Gage offered a couple ideas to fill our two vacant Planning Commission seats: Get Hartford HS students involved, interested in learning, good for college resumes. We could also update our By-Laws and reduce the number of members required.

*Tim suggested advertising on the Hartford Happenings site on Facebook or reaching out to past members. Must have residency in the city to be a member. Nicol said she could work on making that happen.

*Nicol suggested possibly bringing a City Commissioner in as a member, maybe Pete Aranda, since he was previously with us? will check into that. Other cities currently do this. It benefits both the City & the Planning Commission, great opportunity for sharing ideas.

*Donovan added that we could just change our quorum now, reduce # of members required. T. Kling shared his thoughts and still feels keeping our quorum at 4 and the required # of members at 7 is best. Adds more variety and input when making decisions. That's just his thoughts. We can revisit making a change later if we have trouble filling our vacant positions.

***Additional City Manager Comments:** Nicol updated us on all the grants that are currently in the works:

-Shared Streets & Spaces Program: Grant for \$200k to put in new sidewalk from Center to 60th St – she attended team meeting. Wightman's staff also participated. Reviewed construction drawings. MDOT stated it would take 3 months to receive grant agreement. A further update will be in Wightman's project update.

-DWSRF Project: Drinking Water State Revolving Fund, through Egle, 14M – pending the decision on which financial institutions to invite to submit a proposal.

-Spark Grant/DNR/Council Michigan Foundation: \$900k – Abonmarche scheduled meeting to start grant work.

-MDOT Grant: Center St. railroad crossing upgrade (by HHS) 40% match

-Streetscape Downtown Improvement Grant: Project closed; USDA has all info to release \$99k grant reimbursement.

-Housing Readiness Incentive Grant: \$50k to update our Master Plan. We can apply.

Other Comments: Vacant Rite Aid – A realtor owns the property now. Working on what business can come in. Some possibilities are an automotive store or grocery store.

Unfinished Business:

*Discuss & Consider- By-Laws Review – we each received the new draft to review in our meeting packets.

Nicol brought up the Secretary position & responsibilities, specifically the submission of the meeting minutes. Tim spoke on behalf of Jenine who has been Secretary since 2006, stating that she would like to pass the responsibility onto another member. Nicol said it's possible that the Deputy Clerk could take the minutes for the meetings. She will follow up on this.

Gage had some thoughts about properties deemed suitable that are just sitting, if we could add something like some of the other local city planning by-laws had, where we know what to do with these properties. Tim shared that vacant properties & development of such properties are not included in our responsibilities. We're in place to review & act on proposed zoning ordinances and amendments, site plan reviews and special land use permits.

We agreed that we would keep the members at 7 at this time.

After completing our discussion Tim said we could continue with the motion to approve the updated by-laws draft.

Motion by Ackerman, seconded by Gardner, to approve the updated by-laws draft as presented.

Motion carried, 4 - 0

New Business:

*Site Plan Review- 61827 CR 687 Casey's General Store #4611

Mandy Gauss, PE, Sr. Project Manager presented the Site Plan in detail. Each member had received a copy. Donovan went over the Planning & Zoning Site Plan Review – Site Improvements for Casey's #4611 presented by McKenna. There were only a few items of recommendation that need to be addressed, otherwise, the site plan is in compliance and is approved. Donovan did share that the rezoning to Light Industrial had been approved as Conditional Rezoning. It could have remained B2, Commercial, but it works either way.

Motion by Ackerman, seconded by Gardner, to approve the Site Plan for 61827 CR 687 Casey's General Store #4611, with the conditions recommended by McKenna & Associates.

Motion carried, per roll call, 4 - 0

Other business: None

Adjournment:

Motion by Gardner, seconded by Ackerman, to adjourn the meeting at 6:47 pm.

Meeting adjourned by T. Kling

Respectfully submitted by: Jenine Kling, Secretary



Van Buren Conservation District December 2024 Program Update

Submitted by Emily Hickmott, Executive Director

Greetings everyone! With the potential for federal government shutdown, the Van Buren Conservation District staff has prepared to continue our work from home. Our office at 1035 E Michigan Ave., Paw Paw will be unavailable to us while the federal government is shut down. We can continue to be reached by our work cell phones and email addresses – all available here: VanBurenCD.org/about

We have two exciting things that will go live on our website January 1 for you to share with your communities – our annual Tree Seedling Sale and a Conservation Needs Assessment Survey. Details below and fliers coming to your office soon! Wishing you a wonderful start to 2025 – thank you for all of your service to our community. We look forward to seeing you in the new year.

Tree Seedling Sale: The annual VBCD Tree Sale opens January 1, 2025! We are excited to once again provide you with quality, affordable seedlings. Your purchase reforests our community and supports local conservation! Our new and classic tree and shrub species provide a wide variety of options to meet your needs. The bonus is they are all great for our environment and wildlife!

- Flowering and ornamental species
- Nut and fruit-producing species
- Species to block wind
- Shade tree species
- High value lumber species
- Species for erosion control
- More!

Be sure to check out our accessories. Show your support of local conservation efforts and action! Whether you're new to Tree Sale or want a reminder, read more about our sale here: <https://vanburencd.org/shop/> The pre-sale with close March 30, and we will sell out of some species. Have questions? Contact Outreach Coordinator Jacob Diljak at Outreach@VanBurenCD.org or call 269-633-9052.

Conservation Needs Assessment Survey: We, at the Van Buren Conservation District (VBCD), are looking to hear from you! Take our quick survey to guide conservation in Van Buren County. Whether you live, work, or play in Van Buren County, we need your input. Your thoughts help the VBCD better serve you, our community, and our natural resources.

The VBCD brings programs, services, education, and events to our community. To address our local needs, we need your local voice. Your input helps us focus conservation funding and programming for Van Buren County. This quick survey takes about 10 minutes. All responses are anonymous. For assistance with the survey, contact us at info@VanBurenCD.org or call 269-633-9054. Complete the survey to be entered into a drawing for special prizes! Take the survey by May 31, 2025! <https://vanburencd.org/input/>



Van Buren Conservation District December 2024 Program Update

Submitted by Emily Hickmott, Executive Director

Program Updates:

- Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - In November, the Ag and Water Quality team focused on planning outreach and education events for 2025. This includes finding speakers as well as sponsors and grants to support these events. We look forward to hosting a conference for local farmers as well as field days and small grower meetings in the coming year.
- SWxSW Corner CISMA (Cooperative Invasive Species Management Area) Team** (*Abbie Bristol, Alex Florian, Jena Johnson*) - In November, the CISMA team shifted into reporting and planning season. We looked back on the past year and reflected on what we can improve for next year. The team also attended the Upper Midwest Invasive Species Conference in Duluth, MN. We also began winter survey and treatment work for our GLRI grant and for right of way projects.
- Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - Working on getting out to farms that are due for reverification or that have lapsed for various reasons. MAEAP has also assigned some new training that they would like all techs to attend, some of which have already been completed (Database Training) and some that are upcoming (Regen Ag) in December and January. There is a lot of work to be done in Cass county. Some of those producers have been contacted already and have had initial visits completed; some I have yet to reach out to due to the upcoming holidays and training. I have also scheduled a training that I will be conducting for the brand new (4-5 weeks on the job) techs in Kent and Allegan. We will utilize, past tech, Mike Ludlam's farm to conduct an assessment from scratch with Mike playing the role of the farmer to help these new techs learn how to conduct an initial visit and what to look for when at the farm.
- National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman, Gabriel Francisco*) - Gabe and Lucas have had a busy and productive November indeed! This month was the application deadline for the 2025 IRA EQIP "Climate Smart" funding pool and together we had a total of 15 landowners interested in applying for this fund pool within our county. We also had two great Outreach and Education opportunities with Gabe presenting at the MACD Annual Fall Conference, and Lucas presenting at the Forestry Field Day.
- Outreach** (*Jacob Diljak*) - We are working on next year's events, publications, and more! Stay tuned for more coming your way. Our annual Tree Sale opens January 1st. Shop seedlings and more while raising money for local conservation! Head to the shop in 2025: VanBurenCD.org/shop
- Resource Recovery & Recycling** (*Kalli Marshall, Jacob Diljak*) - As the year quickly comes to a close, the Resource Recovery Team has been able to reflect on the year's accomplishments and work on next year's goals and planning. Progress has begun on the long-awaited Materials Management Planning Committee with the first meeting and VBCD Recycling Coordinator Kalli Marshall being named as chair of the board. The Recycling Infrastructure Grant projects continue as some projects finish like Paw Paw Township and others keep checking items off the to do lists. We are hopeful to have all the projects complete early spring for folks to take advantage of the new recycling opportunities.

Hartford Police Department
Monthly Report
January 2025

DEPARTMENT SUMMARY:

Shop with a cop program went very well this year. 4 students were selected by the staff at Redwood Elementary. Each student spent on average \$250.00 on gifts for their immediate family. These monies were from donations that we (HPD) received through various businesses and individuals with the community.

I would like to give a special thank you Family Dollar / Manager Char Sikes for allowing us once again to allowing the program to shop at the store. Also, a thank you to the City Manager Brown, Roxanne , Pam and Rebecca for their help

STATISTICS:

- *Call for Service (CFS)* 27
- 1 Breaking and Entering
- 1 Larceny
- 1 Fraud
- 1 Health and Safety
- 1 Trespass
- 1 Family (possible neglect Adult Protective Service report)
- 4 Traffic Crashes
- 2 Civil Complaints (peace officer stand by)
- 1 Found Property
- 3 Suspicious Situations

ASSISTS 11

- 6 Van Buren County Sheriff Department
- 1 Michigan State Police
- 4 Citizen
- 1 Citations (*dog at larg*)

BUDGET UPDATE:

PERSONNEL:

TRAINING:

PUBLIC OUTREACH:

FLEET STATUS:

EQUIPMENT:

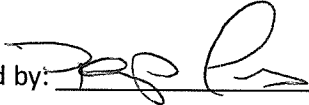
GRANTS & INITIATIVES:

Amount	Grant	Grantor	Purpose	Status

Update Manual/Policies/Procedures/Rules:

Name of Policy	Date Started Update	Status of Update	Est. Completion Date

END OF REPORT

Respectfully Submitted by:  _____

Date: 1-21-25

CITY OF HARTFORD POLICE DEPT EVIDENCE AUDIT		COMPLETED OR ONGOING	UPDATE of COMPLETION	ESTIMATED COMPLETION DATE
Temporary Evidence Lockers				
	Move property located in temporary lockers to the main property room, crime lab, or dispose of the property if applicable. Ensure the evidence module is updated for each report. This provides the officers space to place any evidence seized in their daily operations.	ompleted 12-12-25	12/12/2024	ompleted 12/12/24
	Provide the evidence manager keys to the temporary lockers for prompt property review and frequent transfer of property. Only the current Chief has access to the temporary lockers which has resulted in the lockers not being effectively managed.	completed	12/12/2024	12/12/2024
	Weekly review of evidence placed into temporary lockers by the evidence manager.	on-going weekly	1/21/2025	on going
	Conduct training with the department on tagging, packaging, and placement of property into temporary lockers.		12-12-24	Ofc Poole
	Obtain one temporary locker large enough to place a longer object like a rifle or a longer item up to five feet in length.	seeking estimates	waiting on estimates	Jan-25
	Ensure locks are available for every temporary locker.	done	on going	
Video Security				
	Install a security camera on the main property room entrance.			
Property Room Organization				

CITY OF HARTFORD POLICE DEPT EVIDENCE AUDIT		COMPLETED OR ONGOING	UPDATE of COMPLETION	ESTIMATED COMPLETION DATE
Temporary Evidence Lockers				
Obtain two small safes for the main property room: one for narcotics and the other for currency. It is best practice to segregate these items outside of other property items and assign bins in the RMS system that correspond with these locations. ☑		waiting on estimates for safes		Jan / Feb 2025
Purchase larger 8.5 x11 sealable clear property packaging. They are less likely to get lost and easier for the officers to label. Mandate the usage of larger packaging.				
Complete property destruction of all property that is no longer needed for court proceedings. Remove all untagged property that is currently in the property room by completing an incident report and property destruction.				
Establish a storage system by calendar year for any new evidence placed into agency property in the main property room. This will remove the uncertainty of locations of items when organized by calendar year.				
Partner with the MSP to destroy all firearms that are eligible for destruction.				
Chief of Police/Evidence Manager				
Provide the evidence manager with keys to the temporary lockers for prompt administration of property.		completed		completed
Develop written procedures for the Chief and evidence manager pertaining to the administration of property. These include training all officers on evidence packaging, report review timeframes (7-10 days), temporary locker timeliness, transfer of property, and property destruction.				

CITY OF HARTFORD POLICE DEPT EVIDENCE AUDIT		COMPLETED OR ONGOING	UPDATE of COMPLETION	ESTIMATED COMPLETION DATE
Temporary Evidence Lockers				
Destruction of Property				
	Complete property destruction several times per year according to any policy the agency adopts. Best practices require at least two individuals when destroying narcotics.	started Nov 2024, working on next step with evidence room handguns	completing next step with prosecutors office 1-21-25	Feb-25
Firearm Destruction				
	Inventory all firearms in possession by the Hartford Police Department. Determine which firearms can be destroyed. The MSP Fifth District Headquarters will assist with the required regulations to transfer these firearms to the Firearms Unit for destruction.	started Nov 2024	on going	
	Establish procedures in evidence policy for disposal of firearms on an annual basis.			Feb-25
Policy				
	Establish a departmental policy for the proper processing, storage, and disposition of evidence and other property. The City of St Joseph has a clear concise policy that could provide a framework for the City of Hartford. MSP has a copy of the policy and can assist in modifying it for the City of Hartford.			

**Hartford Fire Board Meeting
January 13th, 2025
December Business**

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Hartford Fire Board
Agenda
Monday January 13th, 2025, 7:00 PM

- I. Call to Order, Pledge
- II. Roll call: Jerry Birmele, Chad Hunt, Eric Germinder, Carlos Ledesma, Ron Sefcik
- III. Guests:
- IV. Public Comment: Limited to three minutes per person
- V. Additions or Deletions to the agenda
- VI. **Approval of the Agenda as amended.** Motion by _____ Second by _____ to approve agenda as presented. Motion _____ Yeas: ____ Nays: _____.
- VII. **Approval of previous meeting minutes from December 9th, 2024:** Motion by _____ Second _____ to approve previous meeting minutes as presented. Motion _____ Yeas: ____ Nays: _____
- VIII. **Review: Review Revenue & Expenditure Report & Invoice Register**
- IX. **Approval of December Treasurer’s report:** Motion By _____ Second by _____ to approve Treasurer’s report as presented. Motion _____ Yeas: _____ Nays: _____

 - a. **Accounts Payable:** Amount \$35,041.95 Motion by _____ Second by _____
Roll Call Vote Motion _____ Yeas: _____ Nays: _____
- X. **Review December 2024 Incident Summary and Breakdown of Fire Calls per zone.**
- XI. **Review Cost Recovery USA 11/25/2024-12/24/2024 Payment Reconciliation Report**
- XII. **Unfinished Business:**
- XIII. **New Business:**
 - 1. **Discuss & Consider- Request to send two members to Hustisford, Wisconsin for an Ice Rescue Train-the-Trainer course in the amount not to exceed \$2,630.00 this amount includes hotel stay and meals.**

Motion by _____ Seconded by; _____ to approve request to send two members to Ice Rescue training in the amount not to exceed \$2,630.00

- 2. Discuss & Consider Quote from Moses Fire Equipment for Ice Rescue Suits in the amount on \$985.00 per suit.

Motion by _____ Seconded by; _____ to approve the purchase of _____ suits from Moses Fire Equipment in the amount not to exceed \$ _____.

- 3. Discuss & Consider Quote from Moses Fire Equipment for Miscellaneous Training Gear needed to perform Ice Rescue.
(See Attached Agenda Item Report for Breakdown)

Motion by _____ Seconded by; _____ to approve the purchase of Miscellaneous Training Gear needed to perform Ice Rescue in the amount not to exceed \$ _____.

- 4. Discuss & Consider Quote from Moses Fire Equipment for the purchase of Inflatable Ice Rescue Boat in the amount of \$3,262.00(freight not included)

Motion by _____ Seconded by; _____ to approve the purchase of Inflatable Ice Rescue Boat in the amount not to exceed \$ _____.

- 5. Budget Adjustment # 1

Motion by _____ Seconded by; _____ to approve Budget Adjustment # 1 for the Fiscal Year 24/25 Budget Year.

- 6. Discuss & Consider- Agreement with Biddergy of Kalamazoo to authorize them to auction off surplus equipment on our behalf.

Motion by _____ Seconded by; _____ to approve Internet Auction Agreement as presented.

- 7. Discussion of Goals and Objectives for 2025 for the Hartford Fire Board & Hartford Fire Department.

Reports:

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

Motion by _____ second by _____ to adjourn at _____ pm.

HARTFORD FIRE BOARD MEETING

Minutes of Fire Board Meeting December 9th, 2024

Members Present upon roll call: Ron Sefcik; Eric Germinder; Jerry Birmele; Carlos Ledesma; Chad Hunt (7:06)

Absent:

Others Present: Ian Sharpe, Chief Harting Asst. Chief McGrew

Chairman Sefcik called the meeting to order at 7:00 p.m.

Public comment opened at 7:01 NO public comment.

Public comment closed at 7:01

The proposed agenda for the Fire Board meeting of December 9th, 2024, was presented and amended. Motion by Germinder Second by Birmele to approve the agenda as amended with the addition of Interlocal Discussion under old business.

Yeas: 4 Nays: 0 **Approved**

The proposed minutes of the November 12th, 2024, Fire Board meeting were presented.

Motion by Sefcik; Seconded by Germinder to accept the minutes as presented.

Yeas: 4 Nays:0 **Approved**

Review of Revenue & Expenditure Report

The November Treasures report was presented: Motion by Ledesma; Seconded by Germinder to approve Treasures report as presented.

Yeas: 4 Nays:0

Bills were presented for approval in the amount of \$64,449.56 Motion by Hunt; seconded by Ledesma to pay bills in the amount of \$64,449.56

Motion approved upon roll call vote of members present.

Yeas: Sefcik, Germinder, Birmele, Ledesma, Hunt Nays:0

Absent:

Members Reviewed the November 2024 Incident Summary and Breakdown of Fire Calls per zone. Asst. Chief McGrew noted that we did not receive any payments for cost recovery during the timeframe, but did just get approved for another payment that we will see in next month's report.

Unfinished Business

1. Discussion on Interlocal Agreement, Sefcik asked board members if there was anything else that they would like to see in the agreement, with nobody having any additions, Sefcik advised the board he would put the document in Draft form and send it to the City & Township in January for them to begin to review.

New Business:

1. Discussion on Quote from Cummings Sales and Service in the amount of \$7,566.65, Members had questions on the work that needed to be done and the age of the current generator, it was agreed that we need to fix the current generator but start the process of looking at possible replacement in the future. Motion by Sefcik; Seconded by Hunt to approve the Quote from Cummings Sales and Service in the amount of \$7,566.65 and to schedule the work asap.

Yeas: 5 Nays: 0

APPROVED

2. Discussion on request from the Hartford Firefighters Association to contribute \$1,200 from the Donations Account to offset the cost of the Annual Holiday Dinner. Hunt offered to the board we should support this request as the Firefighters have paid for this on their own for as long as he can remember. Motion by Birmele; Seconded by Ledesma to approve the request from the Hartford Firefighters Association to contribute \$1,200 from the Donations account to the annual holiday dinner.

Yeas: 5 Nays: 0

APPROVED

3. Discussion on Ice Rescue Equipment & Training, Assistant Chief McGrew spoke to the board about enhancing our water rescue capabilities and gathering equipment and the proper training to perform Ice Rescue. The board is in favor of this and instructed Asst. Chief McGrew to come back to the board with some pricing for Equipment & Training. Sefcik noted he feels this falls right in line with intent of the monies received from the Vanderlyn trust, as Bonna always wanted the members to have the appropriate equipment and training they needed.

Fire Chiefs Report:

1. Report Attached in the packet
2. Additionally, Medical CE classes have begun for the medical personnel
3. Looking at restarting the community CPR classes soon after VBEMS moves out.
4. Bronson (VBEMS) is buying all first responder agencies a new Lucas CPR machine.

Assistant Fire Chief Report:

1. Report Attached in the packet
2. Additionally, Jeep was picked up last week by the DNR
3. Shelving Built in Barn for storage/Barn organized for Winter

Other board Business:

- Sefcik noted that the ambulance barn is approved for occupancy and sheriff's deputy will be moving back in this week, VBEMS should be moving in very soon.
- Assistant Chief McGrew updated the board on a backup plan that we have in case we do lose power before the generator is fixed, we would utilize the onboard generator on 1841 to power the garage doors.
- Discussion on recent snowstorms and upcoming storm this week.

Motion by Sefcik; Second by Ledesma to adjourn the meeting at 7:46p.m.

Yeas: 5 Nays: 0 **Approved**

Respectfully Submitted

Gerald Birmele, Secretary

HARTFORD FIRE BOARD MEETING

Minutes of Fire Board Meeting January 13th, 2025

Members Present upon roll call: Ron Sefcik; Jerry Birmele; Chad Hunt

Absent: Carlos Ledesma, Eric Germinder

Others Present: Chief Harting, Asst. Chief McGrew, Peter Stanslawski

Chairman Sefcik called the meeting to order at 7:00 p.m.

Public comment opened at 7:01 NO public comment.

Public comment closed at 7:01

The proposed agenda for the Fire Board meeting of January 13th, 2025, was presented and approved. Motion by Sefcik; Second by Hunt to approve the agenda as presented.

Yeas: 3 Nays: 0 **Approved**

The proposed minutes of the December 9th, 2024, Fire Board meeting were presented.

Motion by Hunt; Seconded by Birmele to accept the minutes as presented.

Yeas: 3 Nays:0 **Approved**

Review of Revenue & Expenditure Report

The December Treasures report was presented: Motion by Sefcik; Seconded by Hunt to approve Treasures report as presented.

Yeas: 3 Nays:0

Bills were presented for approval in the amount of \$35,041.95 Motion by Hunt; seconded by Birmele to pay bills in the amount of \$35,041.95.

Motion approved upon roll call vote of members present.

Yeas: Sefcik, Birmele, Hunt Nays:0

Absent: Germinder, Ledesma

Members Reviewed the December 2024 Incident Summary and Breakdown of Fire Calls per zone.

Unfinished Business

New Business:

1. Discussion on Request to Send two members to Wisconsin for an Ice Rescue Train-the-Trainer course with Cost associated not to exceed \$2,630.00, Motion by Sefcik; Seconded by Hunt to approve the request not to exceed the amount of \$2,630.00. Monies to come from the Donations Account.

Yeas: 3 Nays: 0

APPROVED

2. Discussion on quote from Moses Fire Equipment for the purchase of Ice Rescue Suits, quoted amount was \$985.00 per suit, freight not included. Sefcik inquired if the price was the same if we purchased more than two suits, Asst. Chief McGrew answered Yes, it is the same and recommended that we purchase 4 suits. Motion by Sefcik; Seconded by Hunt to approve the purchase of 4 Ice Rescue Suits in the amount not to exceed \$4,100. Monies to come from the Donations Account.

Yeas: 3 Nays: 0

APPROVED

- 3. Discussion on quote from Moses Fire Equipment for the purchase of Miscellaneous equipment needed to perform Ice Rescue. Motion by Sefcik; Seconded by Hunt to approve the recommend equipment needed from the Agenda Item Breakdown report and Quote in the amount not to exceed \$2,306.30. Monies to come from Donations Account.

Yeas: 3 Nays: 0

APPROVED

- 4. Discussion on quote from Moses Fire Equipment for the purchase of Inflatable Ice Rescue Boat. Hunt advised the Board that this purchase would be very beneficial as this boat can be utilized all year long, referencing a water rescue during last summer when the same type of boat was used by Bangor Fire Department. Motion by Sefcik; Seconded; by Hunt to approve the purchase of the Inflatable Ice Rescue Boat in the amount not to Exceed \$3,762.00 including freight. Monies to come from Donations Account.

Yeas: 3 Nays:0

APPROVED

- 5. Budget Adjustment # 1 for fiscal year 24/25 was presented and reviewed, Asst. Chief McGrew noted some of the reasons for this adjustment included, the New command Vehicle, Antenna Tower that was damaged in wind storm and also the Screen that went out on the Ladder truck. Motion by Sefcik; Seconded by; Hunt to approve Budget Adjustment # 1 for fiscal year 24/25.

Yeas:3 Nays: 0

APPROVED

6. Discussion on agreement with Biddergy of Kalamazoo for surplus equipment sales, Hunt noted that the county has been using Biddergy for several years now and is a very effective way to sell surplus equipment. Motion by Birmele; Seconded by; Sefcik to approve Internet Auction Agreement with Biddergy of Kalamazoo as presented.

Yeas: 3 Nays: 0

7. Discussion of Goals and Objectives, short discussion was had on projects for the coming year, no action was taken due to not having a full board in attendance.

Fire Chiefs Report:

1. Report Attached in the packet
2. Additionally, Busy Month for calls last month
3. Members had a Cardiac Arrest Save

Assistant Fire Chief Report:

1. Report Attached in the packet

Other board Business:

Minutes of Fire Board Meeting January 13th, 2025

Motion by Sefcik; Second by Hunt to adjourn the meeting at 7:48p.m.

Yeas: 3 Nays:0 **Approved**

Respectfully Submitted

Gerald Birmele, Secretary

PROPOSED

REVENUE AND EXPENDITURE REPORT FOR HARTFORD FIRE DEPARTMENT
 PERIOD ENDING 01/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 01/31/2025	ACTIVITY FOR MONTH 01/31/2025	AVAILABLE BALANCE	% BDDT USED
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 206 - FIRE FUND						
Revenues						
206-000-401.000	HARTFORD TOWNSHIP	163,570.00	81,784.98	0.00	81,785.02	50.00
206-000-402.000	HARTFORD CITY	133,830.00	78,067.50	0.00	55,762.50	58.33
206-000-411.000	HARTFORD TWP MILLAGE	67,000.00	0.00	0.00	67,000.00	0.00
206-000-412.000	HARTFORD CITY MILLAGE	46,000.00	4,853.95	0.00	41,146.05	10.55
206-000-420.000	BANGOR TWP COST RECOVERY	5,200.00	1,520.51	0.00	3,679.49	29.24
206-000-421.000	COST RECOVERY	2,000.00	1,653.21	0.00	346.79	82.66
206-000-422.000	FIRE REPORTS/ FOIA	50.00	0.00	0.00	50.00	0.00
206-000-450.000	DONATIONS	56,500.00	56,424.37	0.00	75.63	99.87
206-000-539.000	GRANTS	2,500.00	0.00	0.00	2,500.00	0.00
206-000-582.000	TOWNSHIP GRANTS	9,600.00	4,800.00	0.00	4,800.00	50.00
206-000-584.000	VBEBS	10,000.00	6,390.00	0.00	3,610.00	63.90
206-000-660.000	CELL PHONE REIMBURSEMENT	800.00	0.00	0.00	800.00	0.00
206-000-665.000	INTEREST	16,000.00	14,057.56	0.00	1,942.44	87.86
206-000-696.000	BOND OR INSURANCE RECOVERIES	6,632.00	6,632.00	0.00	0.00	100.00
Total Dept 000		519,682.00	256,184.08	0.00	263,497.92	49.30
TOTAL REVENUES						
519,682.00		256,184.08	0.00	263,497.92	49.30	
Expenditures						
Dept 336 - FIRE OPERATING						
206-336-702.000	BOARD SALARY	4,200.00	1,860.00	300.00	2,340.00	44.29
206-336-704.000	CHIEF SALARY	58,950.00	29,475.00	0.00	29,475.00	50.00
206-336-705.000	ASST CHIEF SALARY	24,000.00	12,000.00	0.00	12,000.00	50.00
206-336-710.000	FIREFIGHTER/ MFR	50,000.00	23,826.05	5,093.76	26,173.95	47.65
206-336-712.000	SHIFT COVERAGE	14,400.00	7,135.50	1,260.30	7,264.50	49.55
206-336-724.000	PAYROLL TAXES	10,000.00	5,683.69	509.04	4,316.31	56.84
206-336-730.000	RETIREMENT	3,800.00	1,782.61	0.00	2,017.39	46.91
206-336-731.000	GASOLINE & DIESEL	9,400.00	3,410.61	352.00	2,621.42	36.28
206-336-733.000	VEHICLE MAINTENANCE	66,500.00	63,878.58	2,992.65	2,621.42	96.06
206-336-740.000	EQUIPMENT MAINTENANCE	21,700.00	14,216.45	0.00	7,483.55	65.51
206-336-741.000	OPERATING SUPPLIES	400.00	56.65	0.00	343.35	14.16
206-336-742.000	MEDICAL SUPPLIES	2,500.00	1,896.14	293.28	603.86	75.85
206-336-751.000	ANNUAL TESTING	8,500.00	6,091.95	211.25	2,408.05	71.67
206-336-753.000	PHONES	7,500.00	4,335.52	840.81	3,164.48	57.81
206-336-763.000	UTILITIES	10,000.00	3,891.53	836.54	6,108.47	38.92
206-336-767.000	BUILDING MAINTENANCE	16,632.00	8,862.40	0.00	7,769.60	53.29
206-336-781.000	DUES/ SUBSCRIPTIONS	4,200.00	1,220.42	725.00	952.66	77.32
206-336-785.000	TURN OUT GEAR/ UNIFORMS	15,000.00	3,247.34	0.00	13,779.58	8.14
206-336-796.000	EDUCATION/ TRAINING	8,500.00	3,476.18	0.00	5,023.82	40.90
206-336-799.000	PHYSICALS	10,000.00	558.00	186.00	9,442.00	5.58
206-336-801.000	OFFICE/ COMPUTER	4,700.00	2,936.45	113.26	1,763.55	62.48
206-336-810.000	PROFESSIONAL SERVICES	16,500.00	8,980.00	630.00	7,520.00	54.42
206-336-815.000	GRANT MATCH	2,500.00	0.00	0.00	2,500.00	0.00
206-336-965.000	GENERAL INSURANCE	30,000.00	19,050.46	4,440.00	10,949.54	63.50
	TRANSFER TO MILLAGE FUND	113,000.00	0.00	0.00	113,000.00	0.00
Total Dept 336 - FIRE OPERATING		512,882.00	227,871.53	18,783.89	285,010.47	44.43
TOTAL EXPENDITURES						
512,882.00		227,871.53	18,783.89	285,010.47	44.43	

REVENUE AND EXPENDITURE REPORT FOR HARTFORD FIRE DEPARTMENT

PERIOD ENDING 01/31/2025

GL NUMBER	DESCRIPTION	2024-25		YTD BALANCE 01/31/2025	ACTIVITY FOR MONTH 01/31/2025	AVAILABLE		% BDC USED
		AMENDED BUDGET	NORMAL			NORMAL (ABNORMAL)	INCREASE (DECREASE)	
Fund 206 - FIRE FUND								
Fund 206 - FIRE FUND:								
TOTAL REVENUES		519,682.00		256,184.08	0.00	263,497.92		49.30
TOTAL EXPENDITURES		512,883.00		227,871.53	18,783.89	285,010.47		44.43
NET OF REVENUES & EXPENDITURES		6,800.00		28,312.55	(18,783.89)	(21,512.55)		416.36

01/10/2025 09:00 AM
User: BSA
DB: Hfd

INVOICE APPROVAL BY INVOICE REPORT FOR HARTFORD FIRE
POST DATES 12/10/2024 - 01/13/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/1

Item 9.

Vendor Name	Description	Amount
1. AT&T MOBILITY	CELL PHONES	840.81
2. BACKROADS SERVICES	TRUCK MAINTENANCE 1841	1,223.26
	NEW TRUCK	1,037.50
	NEW TRUCK	232.89
	TOTAL	2,493.65
3. BRONSON HELP NET	PROFESSIONAL SERVICES	186.00
4. CLEVER CREATIONS	TURN OUT GEAR	360.00
5. CONSUMERS ENERGY	NATURAL GAS	335.56
6. DINGES FIRE COMPANY	TURN OUT GEAR	365.00
7. FIRST NATIONAL BANK OMAHA	SUPPLIES, NEW TRUCK & MAINTENANCE	4,441.62
8. INDIANA MICHIGAN POWER	ELECTRIC	500.98
9. PETER STANISLAWSKI	FINANCE SERVICES	630.00
10. ROE COMM	PAGER ANTENNA	49.00
11. SHELL FLEET PLUS	DIESEL & GASOLINE	352.00
12. STARLITE CUSTOMS TRUCK & AUTO	NEW TRUCK	450.00
13. STRYKER SALES LLC	ELECTRODE	293.28
14. SUMMIT FIRE PROTECTION	ANNUAL	211.25
15. US BUSINESS SYSTEMS INC	COPIER	113.26
16. VFIS	INSURANCE	4,440.00
	INSURANCE	2,381.00
	TOTAL	6,821.00
TOTAL - ALL VENDORS		18,443.41

HARTFORD FIRE**CASH BALANCES****JANUARY 13 2025**

General Checking	\$ 47,538.57
Operating Account	\$ 135,670.08
Millage Account	\$ 263,863.68
Maintenance Account	\$ 14,162.13
Donation Account	\$ 64,535.57
Investment Account Huntington	\$ 104,106.65
All Cash Accounts	\$ 629,876.68

01/10/2025 CHECK REGISTER FOR HARTFORD FIRE DEPTMENT				
CHECK DATE FROM 12/10/2024 - 01/13/2025				
Check Date	Check	Vendor Name	Description	Amount
Bank HNB CHECKING ACCOUNT				
12/15/2024	DD528(A)	HARTING, ROBBIE	PAYROLL	1,836.72
12/15/2024	DD529(A)	MC GREW, KEVIN	PAYROLL	995.87
12/31/2024	287(E)	FIRST NATIONAL BANK OMAHA	SUPPLIES, NEW TRUCK & MAINTENANCE	4,441.62
12/31/2024	288(E)	VFIS	INSURANCE	2,381.00
12/31/2024	DD530(A)	HARTING, ROBBIE	PAYROLL	1,836.70
12/31/2024	DD531(A)	MC GREW, KEVIN	PAYROLL	622.63
12/31/2024	EFT111(E)	ASSN DUES TO MEMBERSHIP	PAYROLL	390.00
12/31/2024	EFT112(E)	CITY OF HARTFORD	PAYROLL	294.76
12/31/2024	EFT114(E)	INTERNAL REVENUE SERVICE	PAYROLL	3,603.04
12/31/2024	EFT115(E)	STATE OF MICHIGAN	PAYROLL	1,928.74
01/06/2025	DD532(A)	BIRMELE, GERALD	PAYROLL	52.86
01/06/2025	DD533(A)	BODARY, BRANDON	PAYROLL	262.57
01/06/2025	DD534(A)	FLEMMING, RYAN	PAYROLL	29.79
01/06/2025	DD535(A)	FRY, STEVEN	PAYROLL	442.22
01/06/2025	DD536(A)	GERMINDER, ERIC	PAYROLL	52.86
01/06/2025	DD537(A)	HARTING, BRANDI	PAYROLL	444.51
01/06/2025	DD538(A)	HUNT, CHAD	PAYROLL	51.86
01/06/2025	DD539(A)	LEDESMA, CARLOS	PAYROLL	52.86
01/06/2025	DD540(A)	LOWE, STEVEN	PAYROLL	532.74
01/06/2025	DD541(A)	MC CLELLAN, TROY	PAYROLL	98.62
01/06/2025	DD542(A)	MC GREW, KEVIN	PAYROLL	1,631.67
01/06/2025	DD543(A)	ROBERTS, KHELUN	PAYROLL	387.86
01/06/2025	DD544(A)	SEFCIK, RONALD	PAYROLL	52.86
01/06/2025	DD545(A)	SHARPE, IAN	PAYROLL	419.31
01/06/2025	DD546(A)	TEITSMA, NATHAN	PAYROLL	140.70
01/06/2025	DD547(A)	WEBERG, SCOTT	PAYROLL	436.79
01/06/2025	STUB55(A)	FLEMMING, LISA	PAYROLL	0.00
01/13/2025	289(E)	INDIANA MICHIGAN POWER	ELECTRIC	500.98
01/13/2025	290(E)	AT&T MOBILITY	CELL PHONES	840.81
01/13/2025	291(E)	CONSUMERS ENERGY	NATURAL GAS	335.56
01/13/2025	292(E)	SHELL FLEET PLUS	DIESEL & GASOLINE	352.00
01/13/2025	293(E)	VFIS	INSURANCE	4,440.00
01/13/2025	294(A)	BRONSON HELP NET	PROFESSIONAL SERVICES	186.00
01/13/2025	295(A)	PETER STANISLAWSKI	FINANCE SERVICES	630.00
01/13/2025	296(A)	STRYKER SALES LLC	ELECTRODE	293.28
01/13/2025	297(A)	SUMMIT FIRE PROTECTION	ANNUAL	211.25
01/13/2025	298(A)	US BUSINESS SYSTEMS INC	COPIER	113.26
01/13/2025	15105	BACKROADS SERVICES	NEW TRUCK	2,493.65

01/10/2025 CHECK REGISTER FOR HARTFORD FIRE DEPTMENT				
CHECK DATE FROM 12/10/2024 - 01/13/2025				
Check Date	Check	Vendor Name	Description	Amount
01/13/2025	15106	DINGES FIRE COMPANY	TURN OUT GEAR	365.00
01/13/2025	15107	STARLITE CUSTOMS TRUCK & AUTO	NEW TRUCK	450.00
01/13/2025	15108	CLEVER CREATIONS	TURN OUT GEAR	360.00
01/13/2025	15109	ROE COMM	PAGER ANTENNA	49.00
Total of 42 Disbursements:				35,041.95



Hartford Fire Department

436 East Main St.
Hartford, Mi 49057
(269)-621-4707

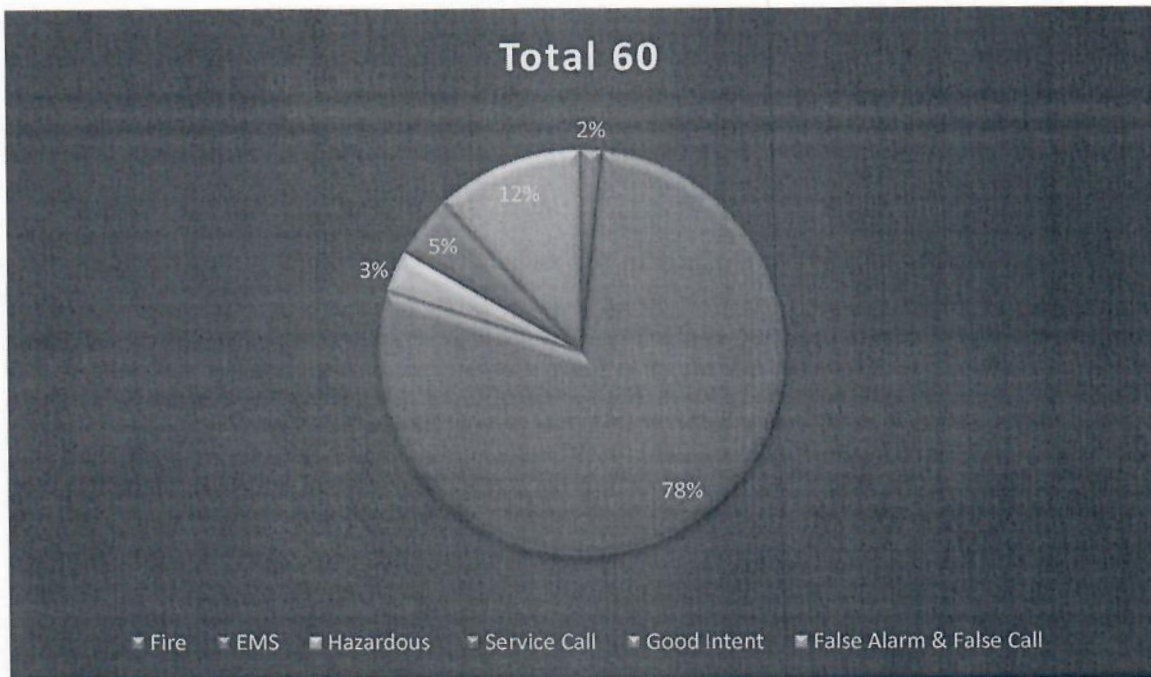


Item 9.

Chief Robbie Harting

Asst. Chief Kevin McGrew

December 2024 Incident Summary



City- 26	Township- 27	Other-7
-----------------	---------------------	----------------

Incident Type	Count
111- Structure Fire	1
311- Medical assist, assist EMS Crew	32
321- EMS call, excluding vehicle accident	12
322- MVA with Injuries	1
324- MVA with no Injuries	2
444- Power Line Down	2
551-Assist Police	1
554- Lift Assist	1
561-Unathorized Burning	1
600- Good Intent	2
611-Cancelled En Route	4
651- Smoke Scare	1
Total	60



Chief Robbie Harting

Hartford Fire Department

436 East Main St.
Hartford, MI 49057
(269)-621-4707



Asst. Chief Kevin McGrew

Item 9.

December 2024

Payroll Breakdown Calls for Service

Area	Total Calls	Payroll
City of Hartford	26	\$1,037.89
Township of Hartford	27	\$1,435.42
Bangor Township	3	\$226.00
I-94 & Red Arrow Hwy	3	\$478.27
Mutual Aid	1	\$283.50
Total	60	\$3,461.08
Average Cost Per Call		\$57.68
Training	15 hours	\$268.50
Truck Inspections	12 hours	\$220.50
Shift Coverage	81 Shifts	\$1,275.00





Hartford Fire Department

436 East Main St.
Hartford, Mi 49057
(269)-621-4707



Item 9.

Chief Robbie Harting

Asst. Chief Kevin McGrew

July-December 2024

Payroll Breakdown Calls for Service 349 Calls for Service

Area	Total Calls	Payroll
City of Hartford	157	\$6,682.48
Township of Hartford	157	\$8,874.21
Bangor Township	9	\$732.89
I-94 & Red Arrow Hwy	17	\$1,786.69
Mutual Aid	9	\$1,505.55
Total	349	\$19,581.82
Average Calls Per Month	58	
Average Cost Per Call		\$56.11
Training	133 hours	\$2,448.25
Truck Inspections	70 hours	\$1,259.50
Shift Coverage	452 Shifts	\$6,940.10





Hartford Fire Department

436 East Main St.
Hartford, MI 49057
(269)-621-4707



Item 9.

Chief Robbie Harting

Asst. Chief Kevin McGrew

Cost Recovery USA Payment Reconciliation Report 11/25/2024-12/24/2024

Fire Dept.	Run Date	Run Number	NFIRS	Paid Date	Insurance	Invoiced	Received	FD%
HFD	9/18/2024	2024-519-HFDMI	322 Car Crash	12/2/2024	Progressive	\$809.00	\$358.50	\$279.63



HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2024
Submitted By: Kevin McGrew- Asst. Fire Chief
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Ice Rescue Train-the-Trainer Class

RECOMMENDED ACTION:

We are requesting to send two members to Hustisford, Wi for a 16hour Train the Trainer Class, This class will allow members to come back and teach the rest of the department, additionally 3 members of the Bangor Fire Department are going to be attending this class as well, We have already been in contact with Chief Babcock about hosting a joint training In February to get our remaining members trained.

Cost Breakdown for the request class:

Cost of Class- \$800.00	\$1,600.00
Hotel Accommodation-	\$170.00
Meals- \$55 per day per person	\$330.00
Training Pay- \$265.00 per person	\$530.00
Total	\$2,630.00

ICE RESCUE TRAIN THE TRAINER

PRESENTED BY FIRST IN TRAINING



TWO CLASS OFFERINGS:

WHEN

Jan 18/19 & Feb 15/16, 2025

WHERE

Hustisford, WI

This is a 16-hr. course designed to make you become a valuable Ice Rescue Technician Instructor. We offer three master instructors to create a great instructor to student ratio throughout the class. Students will learn and master the fundamentals of ice rescue themselves, and then teach these fundamentals during the class. Students will teach and learn the fundamentals on solid ice. Students will also conduct mock rescues on unstable ice. Students will have access to 22 suits from 4 major suit manufacturers and the use of the Rapid Deployment Craft (RDC).

COST: \$800

INCLUDES:

- Instructor Materials
- Instructor Access
- Classroom & On Ice training
- Meals/ Snacks
- Beverages
- All gear provided
- Heated changing trailer

CONTACT:

Text or Call:
 920.988.6714
 Email:
fristinregister@gmail.com

TOPICS:

- Preparation
- Ice Conditions
- Environment
- Rescues
- Patient handling
- Prevention
- Gear Options
- Preplanning
- Instructor/Leader
- All Responders
- Realistic Training failure
- Training Prep
- Cutting Holes/ Saws
- Suit maintenance

HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2024
Submitted By: Kevin McGrew- Asst. Fire Chief
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Ice Rescue Suits

RECOMMENDED ACTION:

Attached is a Quote from Moses Fire Equipment for Ice Rescue Suits.

We are requesting purchase the following:

4- Ice Commander Rescue Suits	\$3,940.00
Total:	\$3,940.00
Freight Estimated*	\$160.00
Grand Total	\$4,100.00



MFE, Inc. (Moses Fire Equipment, Inc.)
 P.O. BOX 690
 LAWRENCE, MI 49064-0690
 Voice: (269) 674-8655
 Email: mosesfire@live.com

QUOTE
 Page 1 of 2
 Quote Number:
Q24200
 Quote Date:
 12/20/2024


Quote for: **KEVIN McGREW**
 HARTFORD FIRE DEPT.

Quote Valid: **30 DAYS**

Prices quoted do not include freight - Freight Additional

Email: hartfordasstfirechief@gmail.com
 Stat: (269) 621-4707
 Cell: (269) 547-2730

Quoted by: Sheryl Moses, Office Mgr.
 Salesperson: House

Quantity	Description	Price Each	Total Cost
2	MUSTANG # IC 9001 V3 ICE COMMANDER RESCUE SUIT ONE SIZE: ADULT UNIVERSAL (Body Weight: 110 - 330 lbs / Height: 4'11" - 6'7")	\$ 985.00	\$ 1,970.00
			

Please review the above information, cross out any items that you do not want, verify quantities and sign below for acceptance of this order as listed above. Please RETURN the signed copy to us so your order can be processed.

Authorized by: _____ Date: _____
 Print Name: _____ Customer PO # _____

HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2024
Submitted By: Kevin McGrew- Asst. Fire Chief
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Miscellaneous Ice Rescue Equipment

RECOMMENDED ACTION:

Attached is a Quote from Moses Fire Equipment for Miscellaneous Ice Rescue Equipment needed to get us started.

We are requesting purchase the following:

3-Ice Rescue Carabiner with Pin, Silver	\$122.25
3-Ice Rescue Sling	\$188.85
2- Ice Screws	\$167.90
2- Large throw line Bag with 100ft of Rope	\$150.50
2- Large Double Ended Rope Bag-	\$125.00
2- 300 Ft sections of Static Pro Lifeline Rope-	\$1,196.80
4- Pick-of-Life Ice Awls	\$112.00
4- Fox 40 Safety Whistles	\$43.00
Total:	\$2,106.30
Freight Estimated	\$200.00
Grand Total	\$2,306.30



MFE, Inc. (Moses Fire Equipment, Inc.)
 P.O. BOX 690
 LAWRENCE, MI 49064-0690
 Voice: (269) 674-8655
 Email: mosesfire@live.com

QUOTE
 Page 2 of 2
 Quote Number:
Q24200

Quote Date:
 12/20/2024

Quote for: **KEVIN McGREW**
 HARTFORD FIRE DEPT.

Quote Valid: 30 DAYS

Email: hartfordasstfirechief@gmail.com
 Stat: (269) 621-4707
 Cell: (269) 547-2730

Prices quoted do not include freight - Freight Additional

Quoted by: Sheryl Moses, Office Mgr.

Quantity	Description	Price Each	Total Cost
1	ICE RESCUE CARABINER WITH PIN, SILVER	\$ 40.75	
1	ICE RESCUE SLING	\$ 62.95	
1	ICE SCREW	\$ 83.95	
1	FOX 40 SAFETY WHISTLE with LANYARD	\$ 10.75	
1	LARGE THROWLINE BAG WITH 100 FT. OF 10MM BRAIDED POLY ROPE (BLUE BAG WITH YELLOW ROPE)	\$ 75.25	
1	LARGE DOUBLE ENDED ROPE BAG - HOLDS UP TO 300 FT. OF 1/2" RESCUE ROPE (YELLOW BAG WITH BLUE TRIM)	\$ 62.50	
300 FT.	STATIC PRO LIFELINE 1/2", BLUE (CUSTOM CUT INTO 300 FT. LENGTH)	\$ 598.40	
1 SET	PICK-OF-LIFE ICE AWLS	\$ 28.00	



Please review the above information, cross out any items that you do not want, verify quantities and sign below for acceptance of this order as listed above. Please RETURN the signed copy to us so your order can be processed.

Authorized by: _____ Date: _____

Print Name: _____ Customer PO # _____

HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2024
Submitted By: Kevin McGrew- Asst. Fire Chief
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Inflatable Ice Rescue Boat

RECOMMENDED ACTION:

Attached is Quote for Moses Fire Equipment for an Inflatable Ice Rescue Boat, this boat would be beneficial in not only the winter months for use on ice or open water, but also can be utilized during the summer months as a secondary boat or used to gain access in remote locations. Below is a full description of the boat and its uses:

The Rapid Deployment Craft (RDC) is simply the best, fast-response, ice rescue craft available at any price. The craft surrounds one or more rescuers in an ultra-buoyant and protective inflated perimeter. The RDC allows a rescuer or rescue team to quickly reach a victim and safely retrieve them from a through the ice or water cold water rescue scene.

The rescuer or rescue team can easily carry the 50-pound RDC to the edge of the ice, step into the craft, and run out across the ice to reach a victim. While on the ice, they are protected from falling through a fracture into the water. In a combination ice and open water situation, the RDC can be paddled across open water or broken ice and water by one or two rescue technicians.

The RDC is perfect as rapid response ice rescue equipment and should be part of every rescue responder kit. Here's why:

- The RDC stores deflated in a 2 foot cube
- Will fit in the trunk of almost any passenger car
- Inflates in seconds
- Weighs 50 pounds and can be easily carried by one person.
- Can be launched without access to a boat ramp
- Can be on the scene and in action in seconds



MFE, Inc. (Moses Fire Equipment, Inc.)
 P.O. BOX 690
 LAWRENCE, MI 49064-0690
 Voice: (269) 674-8655
 Email: mosesfire@live.com

QUOTE

Quote Number:
Q24206
 Quote Date:
 12/20/24

Quote for: **KEVIN McGREW**
 HARTFORD FIRE DEPT.

Quote Valid: **30 DAYS**

Prices quoted do not include freight - Freight Additional

Email: hartfordasstfirechief@gmail.com
 Stat: (269) 621-4707
 Cell: (269) 547-2730

Quoted by: Sheryl Moses, Office Mgr.

Salesperson: House

Quantity	Description	Price Each	Total Cost
1	<p>NRS # ASR 155 RESCUE BOAT (See attached brochure)</p> <p>Overall dimensions (15.5'L x 49"W) deliver the length for carrying 3-4 people and the width for reliable stability in turbulent waters. Center deck is designed to accommodate a standard rescue crew (25" x 96").</p>	\$ 2,952.00	
1	<p>NRS QUICK FILL KIT, SCBA (See attached brochure)</p> <p>(Connection & Tubing ONLY - Cylinder NOT included)</p>	\$ 310.00	



Please review the above information, cross out any items that you do not want, verify quantities and sign below for acceptance of this order as listed above. Please RETURN the signed copy to us so your order can be processed.

Authorized by: _____

Date: _____

Print Name: _____

Customer PO # _____

HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2025
Submitted By: Peter Stanslawski
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Approval of 2024/2025 Budget Adjustment # 1

RECOMMENDED ACTION:

Peter, Rob, & Kevin met this week to go over the first round of recommended budget adjustments. Peter has submitted the recommended budget adjustments for approval.

HARTFORD FIRE DEPARTMENT

JOURNAL ENTRY

JE: 122

Post Date: 01/10/2025
Entry Date: 01/10/2025
Description: BUDGET ADJUSTMENT

Entered By: BSA
Journal: BA

GL #	Description	Increase/ (Decrease)
206-000-421.000	COST RECOVERY	1,000.00
206-000-450.000	DONATIONS	56,500.00
206-000-665.000	INTEREST	15,000.00
206-000-696.000	BOND OR INSURANCE RECOVERIES	6,632.00
206-336-731.000	VEHICLE MAINTENANCE	57,000.00
206-336-733.000	EQUIPMENT MAINTENANCE	8,700.00
206-336-763.000	BUILDING MAINTENANCE	6,632.00
	Revenue Change:	79,132.00
	Expenditure Change:	72,332.00
	Budgeted Change To Fund Balance:	6,800.00

APPROVED BY: _____

HARTFORD FIRE BOARD

FIRE BOARD AGENDA REPORT

Meeting Date: January 13th 2024
Submitted By: Kevin McGrew- Asst. Fire Chief
Prepared By: Kevin McGrew- Asst. Fire Chief
Agenda Title: Agreement with Biddergy

RECOMMENDED ACTION:

Attached is the Internet Auction Agreement with Biddergy.com, I met with representative from Biddergy this week and discussed possible entering into a relationship with them for the means of selling surplus equipment, they host a municipal auction once a month. They take care of all the leg work as far as taking pictures, inquires and shipping details. Smaller equipment can be dropped off at any time in Kalamazoo and will be entered into the next available auction, larger items stay on site until the auction is over and they arrange for item to be picked up.

Commission: 5 %

Lot Fee: \$N/A



Biddergy.com Kalamazoo, MI
1919 E Kilgore Service Road
Kalamazoo, MI 49001
Phone (269) 903-2590 Fax (269) 903-2591
Biddergy.com Metro Detroit, MI
32115 Block Street
Garden City, MI 48135
Phone (866) 260-1611 Fax (269) 903-2591

INTERNET AUCTION AGREEMENT

This agreement made _____, 2025, between _____ whose address is _____, and Biddergy, LLC, whose address is 1919 East Kilgore Service Road Kalamazoo, MI 49001 ("Auctioneer").

DESCRIPTION OF ITEMS:

Surplus Assets – Hartford Fire Department

Contract. The Owner hereby contracts the Auctioneer to sell at public auction the goods listed in the schedule above and/or annexed hereto, such sale to be held at www.Biddergy.com on or about ongoing. The Auctioneer hereby accepts such contract on the terms herein set forth.

Compensation. The Owner shall pay to the Auctioneer as his compensation the sum of \$ N/A per lot entry fee and in addition a commission of 5 % of the selling price of all goods actually sold at the auction payable out of the gross amount realized at the sale. If any of the property listed above and/or annexed hereto schedule is withdrawn from the auction for any cause, or has a minimum bid set that is not met, the Owner agrees to pay a minimum of N/A per lot.

Advertising Sale. The Auctioneer shall advertise the auction in newspapers, online, trade journals, and other matter in which it ordinarily advertises such sale.

Duties of Auctioneer. The Auctioneer at its own expense shall prepare the goods to be sold at the place of sale in a manner calculated to induce buyers to make bids thereon, shall furnish such assistance and other help as may be necessary to handle efficiently the sale and delivery of the property, and shall do all other things necessary to affect an advantageous sale of the goods, in the Auctioneer's sole discretion. Auctioneer does not guarantee a sale and auctioneer is not responsible if Owner and buyer at the auction sale do not comply with their agreement, or in the event of non-delivery of property by Owner to any such buyer.

Authority of Auctioneer. The Auctioneer shall have full authority to sign any memorandum of sale on behalf of the Owner and to receive from the purchasers of such goods the purchase price thereof as agent for the Owner, or in lieu thereof a deposit of the purchase price, to be given as earnest money to bind the purchase.

Duties of Owner. Owner shall cooperate with and further the interests of Auctioneer in performing its duties under and pursuant to this agreement as required by law and by this agreement, and shall refrain from doing any act that would tend to interfere with Auctioneer in performing such duties. Owner guarantees that all items are without liens. Owner to list any creditors or secured parties _____. Any misrepresentation by the Owner as to condition or description of items will allow Biddergy to make adjustments on the selling price at its discretion.

Liability. For any assets dropped off and therefore located at a Biddergy facility, Owner agrees to maintain insurance on all items and holds Biddergy harmless for any damage or any sort of liability.

Accounting. At the completion of such sale, the Auctioneer shall furnish to the Owner a complete list of all the goods sold by him, together with sales prices thereof, and after deducting there from the amounts due him pursuant to this agreement, shall pay to the Owner the net amount due to the Owner. In witness whereof, the parties have signed this agreement. Auctioneer shall release funds to the Owner upon collection of funds within 14 business days from the auction date.

Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Venue shall be in Kalamazoo County, Michigan.

Attorneys' Fees. In the event of a dispute involving this agreement, each party shall pay its own attorney fees and costs.

Subject to Terms and Conditions. This agreement is subject to the Terms and Conditions as identified at www.biddergy.com, which said Terms and Conditions are incorporated into this agreement by reference.

Agent: Derek Rizor

Date: 01-08-25

Seller (print): _____

Seller (sign): _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Fire Chiefs Report January 2025

INFORMATION:

1. Meetings Attended:

- Medical Control

2. Information:

- Physicals are scheduled for Monday January 27, 2025
- The backup generator was repaired and serviced on January 9
- Sat in on a zoom training from VFIS for drivers training instructor update

Sincerely,

Robbie Harting – Fire Chief

City of Hartford/Date	Call Type	Vehicle's Involved	# of Personal	Personal Cost	Report#
12/1/2024	Good Intent-600	1802	1	21	2024-664
12/2/2024	Medical Assist-311	1810	6	16.88	2024-666
12/2/2024	Medical Assist-311	1810	7	7.75	2024-669
12/2/2024	Medical Call-321	1802&1810	4	108.76	2024-670
12/3/2024	Medical Assist-311	1802&1810	3	58.25	2024-673
12/4/2024	Cancelled-611	1802	1	10.5	2024-674
12/5/2024	Medical Assist-311	1802	2	36.5	2024-679
12/6/2024	Medical Assist-311	1810	3	17.75	2024-680
12/7/2024	Medical Assist-311	1802&1810	3	59.25	2024-681
12/11/2024	Medical Call-321	1802&1810	2	40	2024-686
12/15/2024	Medical Call-321	1810	2	40.25	2024-691
12/16/2024	Medical Assist-311	1802	1	21	2024-693
12/16/2024	Medical Assist-311	1810	3	16.75	2024-694
12/16/2024	Medical Assist-311	1810	3	45.5	2024-697
12/18/2024	Lift Assist-554	1810	3	57	2024-699
12/18/2024	Medical Assist-311	1802	2	36.5	2024-700
12/19/2024	Medical Call-321	1810	3	55.5	2024-702
12/23/2024	Medical Assist-311	1802	2	36.5	2024-705
12/26/2024	Medical Assist-311	1802	1	21	2024-712
12/26/2024	Medical Assist-311	1802	1	21	2024-713
12/26/2024	Medical Call-321	1810	2	38.75	2024-714
12/26/2024	Burning-561	1802&1831	5	93.75	2024-715
12/28/2024	Medical Assist-311	1802	2	40.25	2024-716
12/28/2024	Medical Assist-311	1802	2	40.25	2024-717
12/28/2024	Medical Assist-311	1810	4	76.25	2024-718
12/30/2024	Medical Assist-311	1802	1	21	2024-721

Township of Hartford/Date	Call Type	Vehicle's Involved	# of Personal	Personal Cost	Report#
12/3/2024	MVA-No Injuries-324	1802	2	18.25	2024-671
12/3/2024	Cancelled-611	1802	2	20	2024-672
12/4/2024	Medical Assist-311	1810	2	0	2024-675
12/4/2024	Medical Assist-311	1802	2	37.75	2024-676
12/4/2024	Power Line-444	1801	7	320.39	2024-677
12/7/2024	Medical Assist-311	1802	2	40.25	2024-682
12/8/2024	Smoke Scare-651	1802&1871	7	111	2024-683
12/11/2024	Medical Call-321	1810	2	0	2024-685
12/12/2024	Medical Assist-311	1810&1802	3	57.75	2024-687
12/13/2024	Medical Call-321	1810	3	17.75	2024-688
12/13/2024	Medical Assist-311	1810	3	55.25	2024-689
12/14/2024	Medical Assist-311	1802&1810	4	76.75	2024-690
12/15/2024	Medical Assist-311	1802	3	55.75	2024-692
12/16/2024	Medical Call-321	1810	3	8.38	2024-695
12/16/2024	Cancelled-611	1810	3	8.38	2024-696
12/18/2024	Power Line-444	1869	3	45.5	2024-698
12/19/2024	Medical Assist-311	1810	2	17.75	2024-701
12/20/2024	Medical Assist-311	1810	4	36.75	2024-703
12/22/2024	Medical Assist-311	1810	2	37.5	2024-704
12/23/2024	Medical Assist-311	1802&1810	2	37.75	2024-706
12/23/2024	Medical Assist-311	1810	2	16.75	2024-707
12/24/2024	Good Intent-600	1802	5	140.27	2024-709
12/24/2024	Cancelled-611	1802	4	76.25	2024-710
12/28/2024	Medical Assist-311	1810	2	37	2024-719
12/28/2024	Medical Call-321	1802&1810	5	58.5	2024-720
12/30/2024	Medical Call-321	1802&1810	3	32.25	2024-722
12/30/2024	Medical Call-321	1801&1802&1810	5	71.5	2024-723

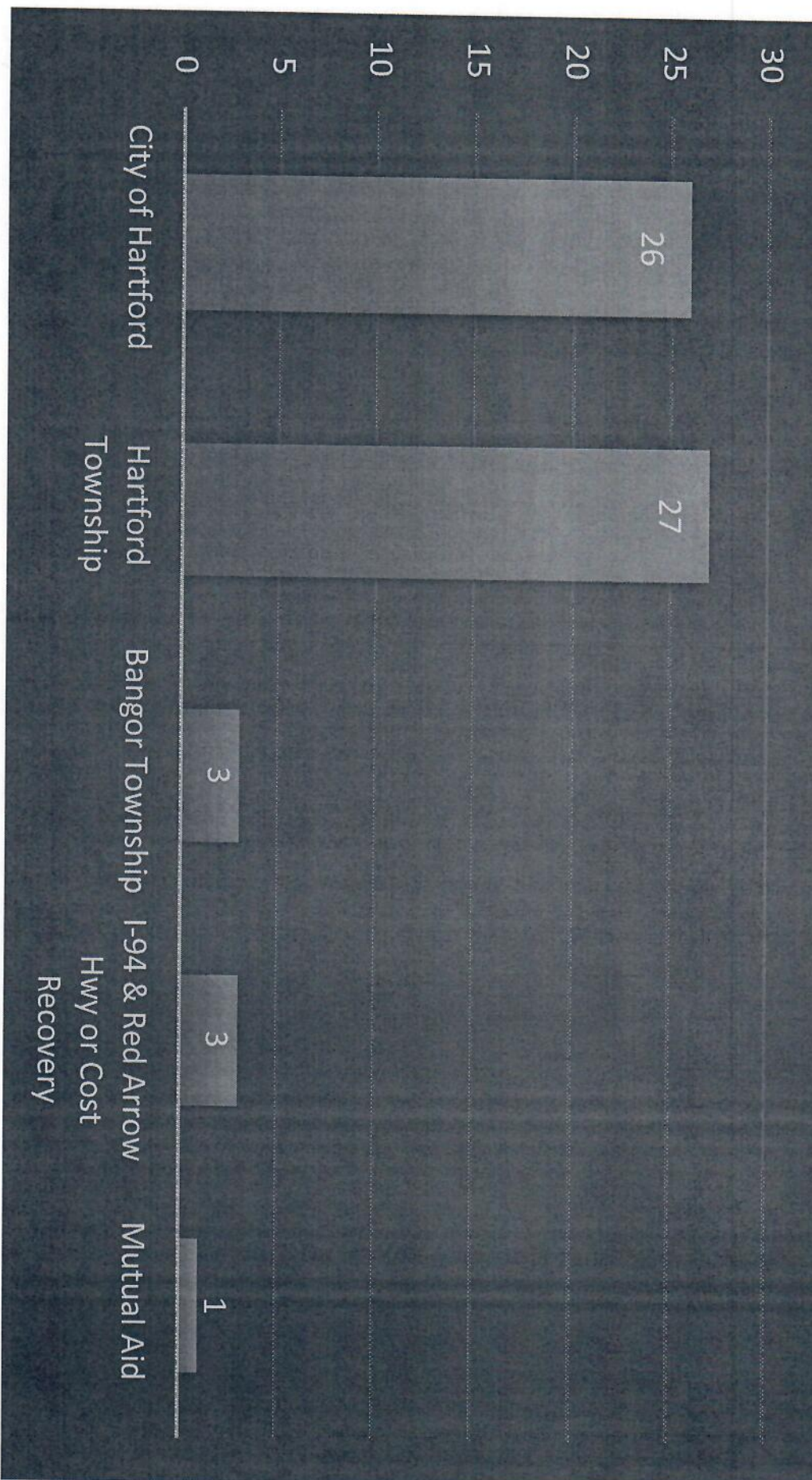
Township of Bangor/Date	Call Type	Vehicle's Involved	# of Personal	Personal Cost	Report#
12/5/2024	Medical Assist-311	1802	3	54.25	2024-678
12/23/2024	Medical Assist-311	1810	2	16.75	2024-708
12/25/2024	Medical Call-321	1802&1810	4	155	2024-711

I-94 & Red Arrow Hwy or

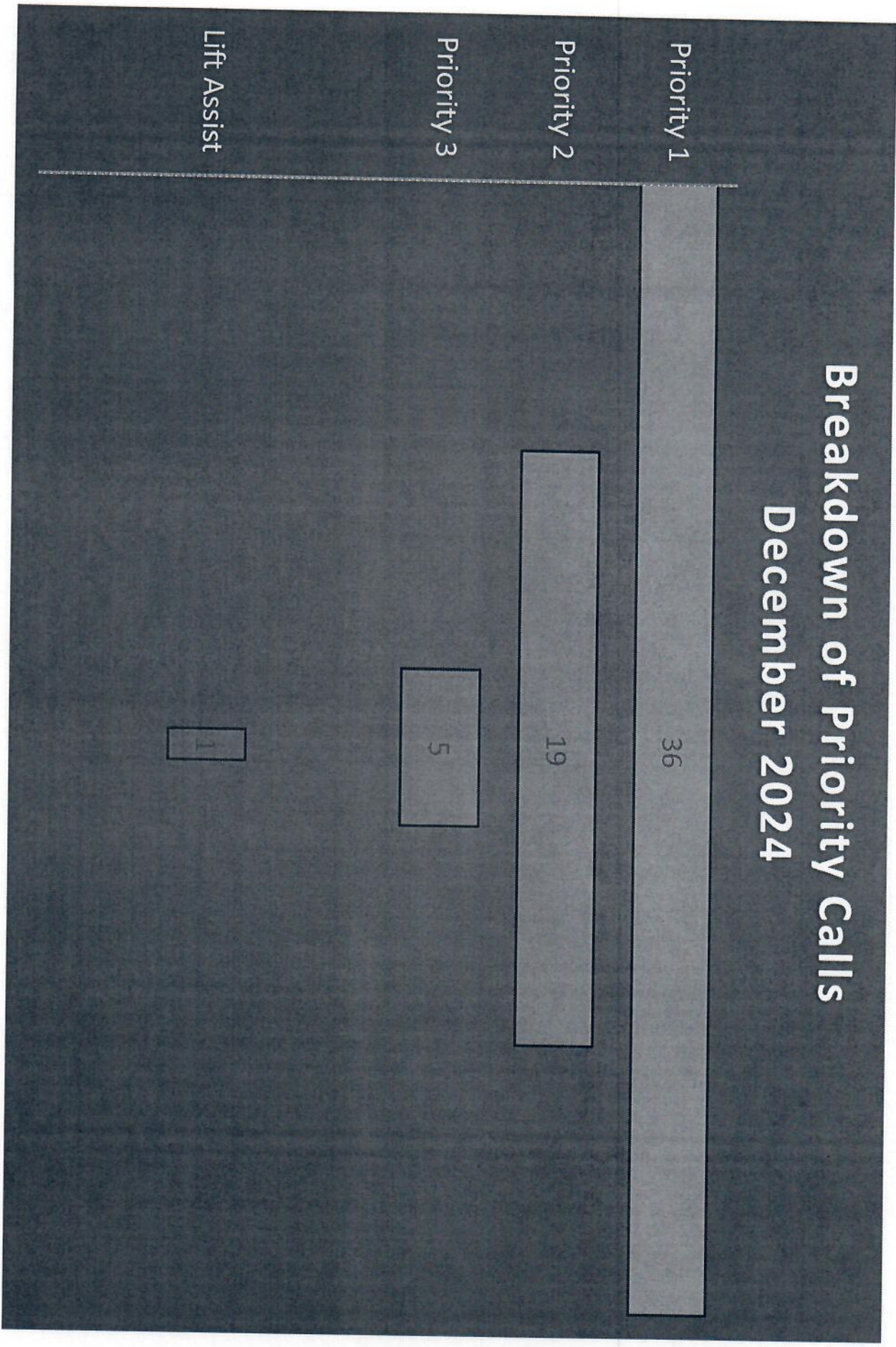
Cost Recovery	Location	Call Type	Vehicle's Involved	# of Personal	Personal Cost	Report#
12/2/2024	I-94	Pl-with Injuries	1802&1871	4	79.89	2024-665
12/2/2024	I-94	Assist Police-551	802&1871&1869&181	8	359.63	2024-667
12/10/2024	City	Pl-No Injuries	1802&1871	2	38.75	2024-684

Mutual Aid/Date	Call Type	Vehicle's Involved	# of Personal	Personal Cost	Report#	Area
12/2/2024	Structure Fire-111	1802&1831	7	283.5	2024-668	South Haven

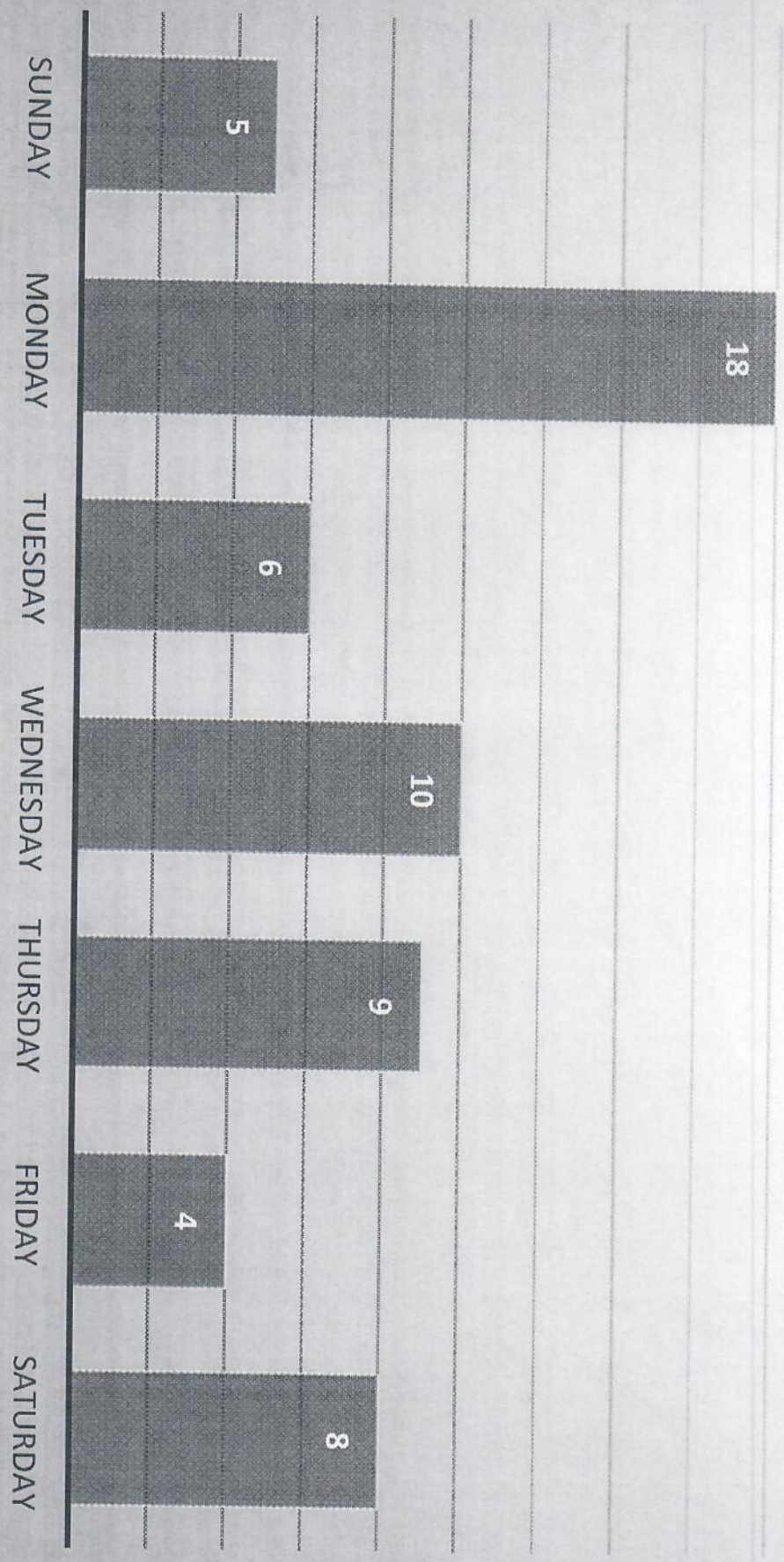
Hartford Fire Department December 2024 Calls Breakdown Per Zone



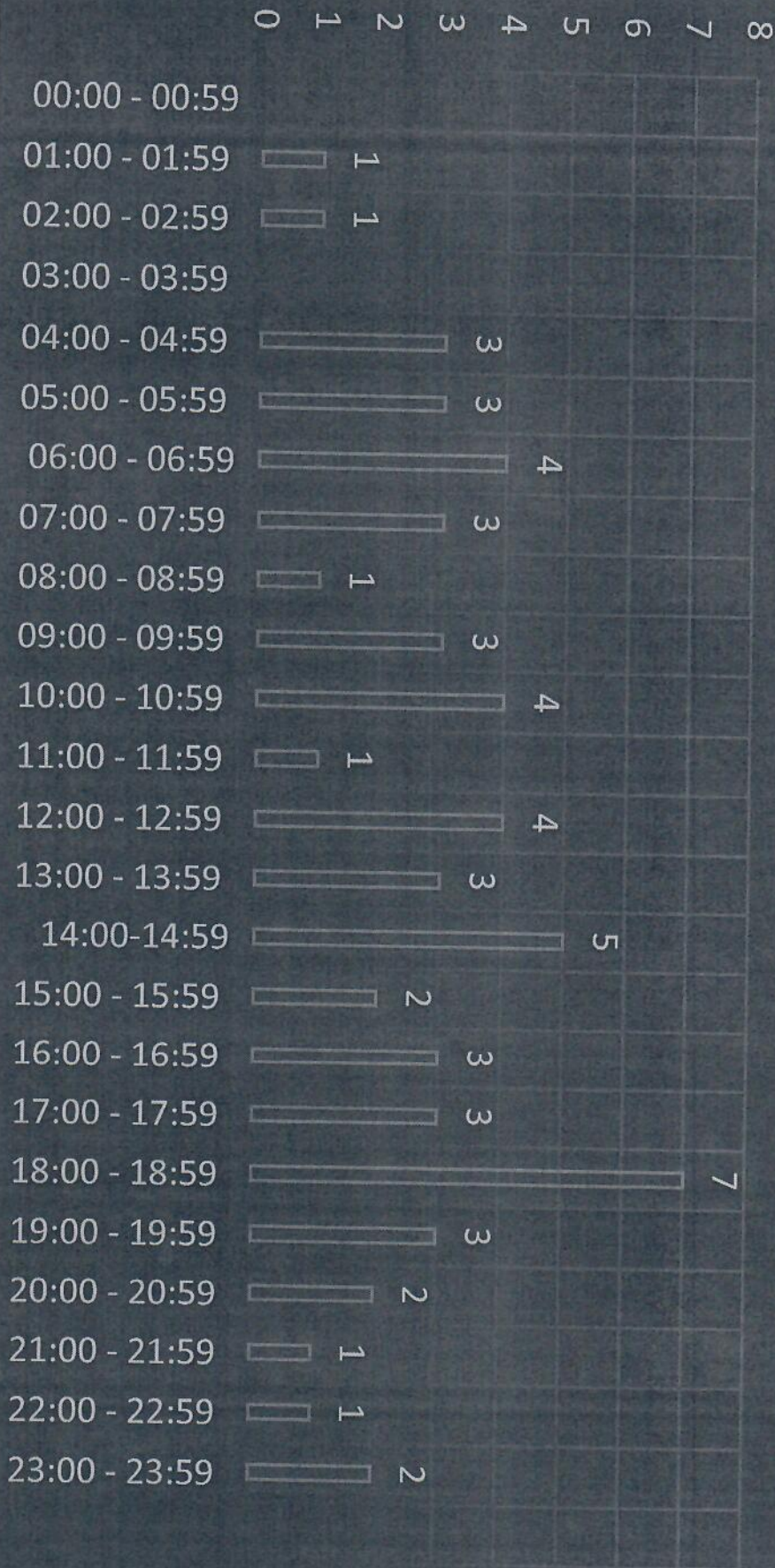
Breakdown of Priority Calls December 2024



Calls by Day of Week December 2024



Call Breakdown by Hour December 2024





Hartford Fire Department

436 East Main St.
Hartford, Mi 49057
(269)-621-4707



Item 9.

Chief Robbie Harting

Asst. Chief Kevin McGrew

December 2024

60 Calls for Service

Personell Name	Total Calls	%
Fry, Steven	21	35%
Harting, Brandiwyne	13	22%
McGrew, Kevin	56	93%
Bodary, Brandon	8	13%
Flemming, Lisa	1	1%
Flemming, Ryan	2	1%
Harting, Robbie	16	27%
Lowe, Steve	21	35%
Roberts, Khelun	17	28%
Sharpe, Ian	12	20%
Teitsma, Nate	3	1%
Weberg, Scott	15	25%



Assistant Chief Report

January 2024

Information:

- New Command Truck in service as of 12-20-2024
- Equipment taken off old command truck
- Ice Rescue Information Gathering
- Year End Call Data Reports

Meetings Attended: Chiefs Meeting

Respectfully submitted

K.McGrew

Kevin McGrew-Asst. Fire Chief

Pickup Zone Report - Hartford City

Item 10.

Response Incident Number	Incident Date	Scene Incident Zone/District Description	Disposition Destination Name Delivered Transferred To	Disposition Incident Patient Disposition	Situation Provider Primary Impression Description Only	Incident Unit En Route To Unit Arrived On Scene In Minutes	of Runs
Incident Dispatch Priority Patient Acuity: Critical (Priority 1)							
Response Time Avg: 5:47							
25-681	12/03/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Sepsis	2	1
3-1071	12/02/2024	Hartford City	No Transport		No Apparent Illness or Injury	2	1
3-1076	12/02/2024	Hartford City	No Transport		Cardiac: Cardiac Arrest	19	1
3-1135	12/19/2024	Hartford City	No Transport		Syncope / Fainting	11	1
3-1159	12/26/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Constipation, Unspecified	7	1
5-1089	12/02/2024	Hartford City	BRONSON LAKEVIEW HOSPITAL		Trauma/Injury: Low Back/Lumbar Spine	6	1
5-1102	12/05/2024	Hartford City	No Transport		Seizures: without Status Epilepticus	3	1
5-1104	12/07/2024	Hartford City	No Transport		Chest pain, unspecified	2	1
7-827	12/06/2024	Hartford City	BRONSON LAKEVIEW HOSPITAL		Chest Pain, Non-Cardiac	2	1
9-504	12/10/2024	Hartford City	No Transport		No Apparent Illness or Injury	6	1
9-505	12/10/2024	Hartford City	No Transport		No Apparent Illness or Injury	6	1
9-506	12/10/2024	Hartford City	No Transport		Trauma/Injury: Knee	6	1
9-526	12/16/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Hypotension	6	1
9-527	12/16/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Implanted Device Malfunction or Complications (AICD, Pacemaker, LVAD, Other)	2	1
							Total: 14
							Total: 14
Incident Dispatch Priority Patient Acuity: Emergent (Priority 2)							
Response Time Avg: 8:54							
3-1117	12/15/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Diarrhea, Unspecified	12	1
5-1096	12/04/2024	Hartford City	No Transport		Obvious Death	9	1
7-866	12/18/2024	Hartford City	No Transport		No Apparent Illness or Injury	4	1
9-509	12/11/2024	Hartford City	LAKELAND HOSPITAL - WATERVLIET		No Apparent Illness or Injury	18	1
9-525	12/16/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Generalized Abdominal Pain	4	1
9-564	12/26/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Cardiac: Rhythm Disturbance (Tachy, Brady, Ectopy, Other)	9	1
9-578	12/28/2024	Hartford City	BRONSON LAKEVIEW HOSPITAL		Poisoning: Overdose of Medication (Intentional Self-Harm/Suicidal)	5	1
							Total: 7
							Total: 7
Incident Dispatch Priority Patient Acuity: Lower Acuity (Priority 3)							
Response Time Avg: 8:36							
3-1158	12/26/2024	Hartford City	No Transport		Anxiety Disorder, Unspecified	16	1
5-1098	12/05/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Abdominal Pain/Problems	6	1
9-565	12/26/2024	Hartford City	LAKELAND HOSPITAL - SAINT JOSEPH		Anxiety Attack / Acute Stress Reaction	4	1
							Total: 3
							Total: 3
							Total: 24

Report Criteria

Response Type of Service Requested (Eresponse.05): Is Equal To 911 Response (Scene)

Incident Date: Is Equal To Last Month

Scene Incident Zone/District Number (Itscene.025): Is Equal To Hartford City

Item 10.

HARTFORD PUBLIC WORKS DEPARTMENT

200 Beachwood St.
621-3022
Dan Staunton Supt.



January, 2025

MAINTENANCE DEPARTMENT

Serviced all the equipment that required servicing
Repaired all the equipment that required repairing
Plowed snow as needed.
Take down Christmas decorations
Replaced radiator in international dump truck.
Put salt spreader on dump truck.
Plowed sidewalks as needed.

WATER DEPARTMENT

Water turn off	<u>1</u>
Water turn on	<u>1</u>
Water meter repairs	<u>1</u>
Water leaks repaired	<u>1</u>
Water meters read by request	<u>10</u>
Water services replaced to water main	<u>0</u>

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

MAJOR AND LOCAL STREETS

Cold patching as needed.
Snow removal as needed.

SEWER SYSTEM

Sewer mains rodded	<u>4</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

200 Beachwood St.
621-3022
Dan Staunton Supt.



1/27/2025

WATER QUALITY AVERAGE FOR THE MONTH

Raw Water

Iron	<u>1.4</u> ppm
Manganese	<u>0.15</u> ppm
pH	<u>7.3</u>

Finished Water

Iron	<u>0</u> ppm
Manganese	<u>0</u> ppm
Chlorine	<u>1.1</u> ppm
Phosphates	<u>1.2</u> ppm
Flouride	<u>0.8</u> ppm
pH	<u>7.2</u>

Chemicals used

	<u>Total Lbs</u>
Chlorine	<u>108</u>
Phosphates	<u>185</u>
Flouride	<u>161</u>

Average Daily Use

<u>3.4</u>
<u>5.9</u>
<u>5.1</u>

WATER PUMPED FOR THE MONTH

Backwash water	<u>5.628</u> Million Gallons
	<u>178,000</u> 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>

WWTP Activities Report
December 2024

- Snow plowing, multiple days
- Scrap to scrap yard
- Received load of bleach
- Install new batteries in generator
- Sludge hauling discussions
- Mercury Sampling
- Repair sodium bisulfite fittings
- Extended water line in control room
- EQ tank mixer problem solving
- Clean grit classifier
- Biomass



**JANUARY 27, 2024
LIST OF BILLS
FOR FISCAL 2024-2025**

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
39286 MICHAEL BANIC	OCCUPANCY INSPECTIONS 12/19/24		105.00
39287 BLUE CARE NETWORK OF MI	JANUARY 2025 HEALTH INSURANCE		14,588.13
39288 BLUE CROSS BLUE SHIELD OF MI	JANUARY 2025 HEALTH INSURANCE FOR NICOL BROWN		900.37
39289 BLUE WATER MNGMT SOLUTIONS	CORROSION & SCALE BASICS TRAINING FOR DANNY & RICKY		360.00
39290 BS&A SOFTWARE	1ST PAYMENT ON NEW SOFTWARE		28,280.00
39291 DELTA DENTAL	JANUARY 2025 DENTAL INSURANCE		861.64
39292 ENTERPRISE ENVELOPE INC.	RE-ISSUE CHECK #39184 POSSIBLY STOLEN & CASHED (DOOR HANGERS) (THE BANK REIMBURSED US AND IS INVESTIGATING FRAUD)		328.50
39293 FLEMING BROTHERS OIL CO	GASOLINE 11/11/2024		974.07
39294 FRONTIER	IRP INTERNET 12/16/24-1/15/25	77.98	
	LIFT STATION PHONE 12/7/24-1/7/25	171.11	
	WWTP PHONE, INTERNET & ALARM 12/13/24-1/12/25	784.60	1,033.69
39295 HARRIS CON AG, INC	TWP PFAS WATER MAIN EXTENSION PROJECT - DRAW #14		41,932.16
39296 L.D. DOCSA ASSOCIATES, INC	DRAW #9 FROM WASTEWATER COLLECTION IMPROVEMENTS		104,330.00
39297 MICHIGAN STATE UNIVERSITY	GOVERNING ESSENTIALS CLASS FOR MAYOR HALL		20.00
39298 MUTUAL OF OMAHA	JANUARY 2025 LIFE & DISABILITY INSURANCE		581.47
39299 TOM NEWNUM	CLEAN CITY HALL 12/12/2024	50.00	
	CLEAN CITY HALL 12/18/2024	50.00	100.00
39300 TRACE ANALYTICAL LABORATORIES	WWTP SULFATE TESTING- 12/11/24	53.75	
	IRP WATER SAMPLE TESTING - 12/9/24 (ANIONS & ALKALINITY)	129.25	183.00
39301 AT&T MOBILITY	FIRST NET SERVICE FOR CELL PHONES 11/12-12/11/2024		452.68
39302 PAMELA BENCH	CLEANING AT CITY HALL & POLICE STATION ON 1/3/2025 (5 HRS)		150.00
39303 BEST WAY DISPOSAL INC	CITY HALL TRASH SERVICE FOR DECEMBER 2024	109.98	
	DPW TRASH SERVICE FOR DECEMBER 2024	149.76	
	WWTP TRASH SERVICE FOR DECEMBER 2024	122.69	382.43
39304 CONSUMERS ENERGY	CITY HALL GAS BILL 11/21-12/19/2024	291.34	
	DPW GAS BILL 11/21-12/20/2024	434.89	
	IRP GAS BILL 11/21-12/20/2024	243.92	970.15
39305 FRONTIER	DPW LOCAL PHONE 12/25/2024-1/24/2025	92.27	
	CASINO LIFT STATION PHONE 12/17/24-1/16/25	119.57	
	IRP LOCAL PHONE 12/19/24-1/18/25	97.13	308.97
39306 JOANN NEWNUM	CLEANING AT CITY HALL & POLICE STATION ON 1/3/2025 (5 HRS)		150.00
39307 TOM NEWNUM	CLEAN CITY HALL 12/26/2024		50.00
39308 TRACE ANALYTICAL LABORATORIES	IRP WATER SAMPLE TESTING - 12/23/24 (ANIONS & ALKALINITY)	129.25	
	WWTP LLHg TESTING - 12/13/2024	257.50	386.75
39309 VISION SERVICE PLAN	JANUARY 2025 VISION INSURANCE		107.87
39310 ANDREW WARNER	10.75 HRS AS OPERATOR AT WWTP (12/1-12/31/2024)		806.25
39311 BLOOMINGDALE COMMUNICATIONS	PHONE & INTERNET SERVICE FOR JANUARY 2025		378.22
39312 BLUE CARE NETWORK OF MI	FEBRUARY 2025 HEALTH INSURANCE		14,588.13
39313 FRONTIER	LIFT STATION PHONE 1/7-2/6/25		171.11
39314 INDIANA MICHIGAN POWER	DECEMBER 2024 ELECTRIC BILLS		8,553.13
39315 TOM NEWNUM	CLEAN CITY HALL 1/8/2025	50.00	
	CLEAN CITY HALL 1/15/2025	50.00	100.00
39316 STATE OF MICHIGAN	FILING FEE FOR DWSRF BOND ANTICIPATION NOTE		240.00
39317 TRACE ANALYTICAL LABORATORIES	IRP WATER SAMPLE TESTING - 1/6/2025 (ANIONS & ALKALINITY)		313.75

TOTAL OF CHECKS ALREADY WRITTEN \$ 222,687.47

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
39318 AUTOWARES GROUP	ALTERNATOR BELT FOR BOBCAT - DPW	21.39	
	WIPER BLADES FOR DPW TRUCK #3	24.18	45.57
39319 CINTAS CORPORATION	FIRST AID SUPPLIES - DPW (12/26/2024)		185.68
39320 CIVICPLUS LLC	MUNICODE MEETINGS PREMIUM ANNUAL RENEWAL 2/1/25-1/31/26		3,400.00
39321 CORE & MAIN	4" FERCO'S FOR WATER REPAIRS - DPW (QTY=12)	118.56	
	4" WATER MAIN REPAIR CLAMP - DPW	186.47	
	BASE STATION KIT FOR METER READING (APPROVED LAST YEAR - PFAS PROJECT)	37,310.00	
	INSTALLATION OF BASE STATION (APPROVED LAST YEAR - PFAS PROJECT)	17,718.75	55,333.78
39322 CROWN TROPHY	ENGRAVING OF MR & MISS HARTFORD KEYS TO CITY PLUS SHIPPING		13.67
39323 CUMMINS SALES & SERVICE	ANNUAL GENERATOR INSPECTION - CASINO LIFT STATION	823.23	
	ANNUAL GENERATOR INSPECTION - IRP	821.24	
	ANNUAL GENERATOR INSPECTION - CR 687 LIFT STATION	651.72	
	ANNUAL GENERATOR INSPECTION - CR 372 LIFT STATION	674.52	
	ANNUAL GENERATOR INSPECTION - PORTABLE	693.80	
	ANNUAL GENERATOR INSPECTION - POKAGON HOUSING LIFT STATION	398.91	4,063.42
39324 CURCIO LAW FIRM	LEGAL SERVICES 12/01-12/31/2024		288.00
39325 DETROIT SALT COMPANY	49.48 TONS OF ROAD SALT - 2ND DELIVERY		3,385.92
39326 DOUBLEDAY OFFICE PRODUCTS	NOTARY RECORD BOOK & SEALS, COPY PAPER, AVERY LABELS		160.02
39327 EJ USA, INC	BREAK AWAY FLANGE FOR FIRE HYDRANT BY SHELL THAT WAS DAMAGED		203.30
39328 EPS SECURITY	ALARM SYSTEM MONITORING SERVICE AGREEMENT 2/1-4/30/2025		472.77
39329 EXCEL PROPANE	TWO 500 GALLON TANKS DELIVERED & FILLED - WWTP (REPLACING AMERIGAS)	1,279.20	
	DELIVERY OF 375.1 GALLONS ON 1/9/25	384.50	
	DELIVERY OF 234.3 GALLONS ON 1/13/25	259.77	1,923.47
39330 FLEMING BROTHERS OIL CO	DIESEL 12/5/2024	1,373.54	
	GASOLINE 12/20/2024	1,084.58	2,458.12
39331 FUTURE INVESTMENTS	BALANCE OF WATER DEPOSIT REFUND FOR 9 BERNARD		92.70
39332 GAGE MOTORS	EXHAUST REPAIR & OIL CHNGE FOR 2020 FORD - POLICE		290.82
39333 GEMPLERS	BOOTS FOR DAVIE GRAY - DPW	154.95	
	WINTER COAT FOR IVAN WINKLER - DPW	131.99	
	BOOTS FOR IVAN WINKLER - DPW	169.99	
	WINTER COAT FOR DAVIE GRAY - DPW	131.99	

		5 PAIRS OF PANTS FOR IVAN WINKLER - DPW	294.95	883.87
39334	H & G SERVICES	REPLACE BATTERIES IN GENERATOR AT WWTP		1,479.55
39335	MARK HANNERS	REIMBURSEMENT FOR BAG OF ICE - WWTP		2.49
39336	HARDING'S MARKET	COOKIES FOR COUNCIL MEETING ON DEC 16, 2024		21.98
39337	HARTFORD AREA CHAMBER OF COMMERCE	2025 ANNUAL MEMBERSHIP (INCREASE OF \$15 FROM PREVIOUS YEARS)		65.00
39338	HARTFORD BUILDING AUTHORITY	FEBRUARY 2025 CITY HALL LEASE		4,166.67
39339	HARTFORD FIRE BOARD	FEBRUARY 2025 CONTRACTUAL PAYMENT		11,152.50
39340	JOHNSON'S HEATING & AIR	REPAIRED HEATER IN DPW GARAGE - NEW CONTROL BOARD		430.00
39341	KELLOGG HARDWARE	MISC HARDWARE SUPPLIES FOR DECEMBER 2024		406.31
39342	KSS ENTERPRISES	PAPER TOWEL, KLEENEX & SIDEWALK SALT		347.33
39343	LAUTERBACH & AMEN, LLP	ACCOUNTING SERVICES FOR JUNE 2024		750.00
39344	MICHIGAN MUNICIPAL LEAGUE	CAP CON 2025 TRAINING REGISTRATION FOR CITY MANAGER	415.00	
39345		ANNUAL MEMBERSHIP RENEWAL 12/1/2024 THROUGH 11/30/2025	2,730.00	3,145.00
39346	MICHIGAN OFFICE SOLUTIONS	POLICE COPIER MAINTANCE AGREEMENT 1/24-4/23/2025	281.72	
		CITY HALL COPIER MAINTENANCE AGREEMENT 1/18-4/17/2025	510.40	
		CITY HALL COPIER OVERAGE 10/18/24-1/17/25	911.90	1,704.02
39347	MIDWAY ELECTRIC, INC	INSTALL RECEPTACLE IN COMMISSION ROOM FOR CHRISTMAS DECORATIONS		202.21
39348	MILLER CONSTRUCTION	INSTALL WALL AROUND CONTROL PANEL AT WWTP		2,400.00
39349	MISS DIG SYSTEM, INC	2025 ANNUAL MEMBERSHIP FEES		1,281.63
39350	NAYLOR LANDSCAPE	BALANCE OF CHRISTMAS DECORATIONS FOR CITY HALL		1,801.07
39351	PC SERVICES	I.T. HOURS FOR JUNE 18 & 19, 2024	140.00	
		I.T. HOURS FOR JULY 30, 2024 PLUS \$35 IN PARTS	85.00	
		I.T. HOURS FOR 9/12 THROUGH 12/12/2024 PLUS \$28.98 IN PARTS	391.48	616.48
39352	PEERLESS MIDWEST, INC	CORE FILTER SAMPLES - IRP		1,440.00
39353	RUDELL EPAIR, INC	NEW RADIATOR, DRIVE BELT & THERMOSTAT ON INTERNATIONAL TRUCK - DPW		3,267.00

	PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
39353	SAFEBUILT	BLDG PERMIT # 24-HAR-BC00019 - 30 W MAIN - INTERIOR REMODEL	67.50	
		BLDG PERMIT #24-HAR-BR00022 - 410 N CENTER - ROOF	270.00	
		ELECTRICAL PERMIT #24-HAR-EC00015 - 12 W MAIN	160.00	
		ELECTRICAL PERMIT #24-HAR-ER00014 - 100 BEECHWOOD LOT 68	160.00	
		ELECTRICAL PERMIT #24-HAR-ER00016 - 100 BEECHWOOD LOT 117	166.00	
		ELECTRICAL PERMIT #24-HAR ER00017 - 502 CLARK ST	166.00	
		ELECTRICAL PERMIT #24-HAR-ER00018 - 215 WENDELL UNIT 108	241.00	
		ELECTRICAL PERMIT #24-HAR-ER00019 - 215 WENDELL UNIT 111	216.90	
		ELECTRICAL PERMIT #24-HAR-ER00020 - 9 BERNARD	75.00	
		ELECTRICAL PERMIT #24-HAR-ER00021 - 408 S HAVER	160.00	
		MECHANICAL PERMIT #24-HAR-MC00001 - 12 W MAIN	180.00	
		BLDG PERMIT #24-HAR-BC00020 - 5 W MAIN - DEMO BACK OF BLDG	200.00	
		ELECTRICAL PERMIT #24-HAR-ER00019 - 215 WENDELL UNIT 111	24.10	
		ELECTRICAL PERMIT #24-HAR-ER00022 - 206 OAK	159.00	
		ELECTRICAL PERMIT #24-HAR-ER00023 - 215 WENDELL UNIT 101	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00024 - 215 WENDELL UNIT 102	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00025 - 215 WENDELL UNIT 103	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00026 - 215 WENDELL UNIT 104	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00027 - 215 WENDELL UNIT 106	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00028 - 215 WENDELL UNIT 109	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00029 - 215 WENDELL UNIT 201	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00030 - 215 WENDELL UNIT 202	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00031 - 215 WENDELL UNIT 203	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00032 - 215 WENDELL UNIT 204	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00033 - 215 WENDELL UNIT 206	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00034 - 215 WENDELL UNIT 208	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00035 - 215 WENDELL UNIT 210	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00036 - 215 WENDELL UNIT 211	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00037 - 215 WENDELL UNIT 212	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00038 - 215 WENDELL UNIT 213	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00039 - 215 WENDELL UNIT 214	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00040 - 215 WENDELL UNIT 215	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00041 - 215 WENDELL UNIT 301	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00042 - 215 WENDELL UNIT 302	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00043 - 215 WENDELL UNIT 303	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00044 - 215 WENDELL UNIT 304	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00045 - 215 WENDELL UNIT 305	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00046 - 215 WENDELL UNIT 306	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00047 - 215 WENDELL UNIT 307	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00048 - 215 WENDELL UNIT 308	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00049 - 215 WENDELL UNIT 310	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00050 - 215 WENDELL UNIT 311	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00051 - 215 WENDELL UNIT 312	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00052 - 215 WENDELL UNIT 313	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00053 - 215 WENDELL UNIT 314	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00054 - 215 WENDELL UNIT 315	175.00	
		ELECTRICAL PERMIT #24-HAR-ER00055 - 215 WENDELL UNIT 316	175.00	
		MECHANICAL PERMIT #24-HAR-MR00013 - 430 CLARK ST	180.00	8,200.50
39354	STATE OF MI - EGLE	2025 DRY TONS REPORTED & BIO SOLIDS LAND APPLICATION		1,377.40
39355	ANGELA STORY	JANUARY 2025 ASSESSING SERVICES		1,333.33
39356	TRUE COLORS PAINTING	PAINTING COMPLETION - HALL, LOBBY & COMMISSION ROOM	3,865.00	
39357		PAINTING COMPLETION - CLERK, TREASURER OFFICES & KITCHEN	3,350.00	
39358		PAINTING COMPLETION - DOOR FRAMES/JAMBS & DOOR TO GARAGE IN HALLWAY	675.00	7,890.00
39359	UNEMPLOYMENT INSURANCE AGENCY	CITY'S PORTION OF UNEMPLOYMENT WAGES FOR 2024 (PRINCE & SOBESKI)		1,600.31
39360	VAN BUREN COUNTY CLERK	VOTER'S CARD PRINTING FOR QTR ENDING DEC 31, 2024	44.45	
		PROGRAMMING AND PRECINCT KIT FOR NOV 7, 2024 ELECTION	817.85	862.30
39361	VILLAGE OF PAW PAW LABORATORY	NOVEMBER 2024 LAB ANALYSIS		120.00
39362	WATER SOLUTIONS UNLIMITED	250 GALLONS SODIUM BISULFATE FOR WWTP	897.50	
		3 CHLORINE & 2 FLOURIDE FOR IRP	1,089.75	1,987.25
39363	WIGHTMAN & ASSOCIATES	PROJECT 240994 - 60TH AVENUE SIDEWALK EXTENSION	5,747.38	
		PROJECT 190496 - HARTFORD TWP PFAS WATER MAIN EXTENSION	7,176.97	
		PROJECT 222324 - LEAD SERVICE LINE REPLACEMENT PROJECT	39,665.11	

PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	322.65	
PROJECT 212004 - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS	2,255.00	55,167.11
TOTAL OF CHECKS TO BE WRITTEN ON JANUARY 28, 2024	\$	186,418.55
DEBIT CARD/AUTOMATIC PAYMENT TRANSACTIONS		
12/10/2024 UNITED STATES POSTAL SERVICE		10.45
12/12/2024 WALMART		42.10
12/16/2024 UNITED STATES POSTAL SERVICE		2.59
12/15/2024 AMAZON.COM		263.92
12/15/2024 AMAZON.COM		35.49
12/28/2024 AMAZON.COM		80.76
1/3/2025 LUMEN		1.15
1/10/2025 GRAMMARLY		30.00
1/15/2025 AMAZON.COM		24.62
		10.45
		42.10
		2.59
		263.92
		35.49
		80.76
		1.15
		30.00
		24.62
TOTAL DEBIT CARD/AUTO DEDUCTION TRANSACTIONS	\$	491.08
TOTAL GROSS PAYROLL DEC 14, 2024 THROUGH JAN 17, 2025 (5 WEEKS)	\$	79,930.69
GRAND TOTAL FOR JANUARY 27, 2024 - FISCAL 2024-2025	\$	489,527.79



City of Hartford * County of Van Buren * State of Michigan

City Manager's Monthly Update January 27, 2025

Staff Update:

60th Asvenue Sidewalk Extension/Shared Streets and Spaces Program:

Wrightman has the sidewalk project out to bid. The bid opening is scheduled for 9:30 a.m. on February 14, 2025, and the award will be made at the February meeting.

DWSRF Project:

The city will be in a better financial position, with the road project cost decreasing by \$500k. I asked Andy to work on another scenario for the MTF Bonds, with the road construction decreasing to \$1.5M. I will request a special meeting in February for your review and approval. The BAN was awarded to Huntington Bank. The closing is scheduled for January 28th.

Spark Grant/DNR/Council Michigan Foundations:

We had our kick-off meeting with Abonmarche in December to meet Abonmarche's staff and go over the grant guidelines. City staff and Abonmarche have a site walk-through and facility assessment of the park scheduled for this month.

Planning Commission Meeting:

The Planning Commission approved the site plan review for Casey's project. McKenna and Associates will review the site plans for 202 Main Street, which will then go before the planning commission.

9 S. Center Street:

I'm working with Nick, Attorney, to notify the owner of the noncompliance.

Rite Aid:

I contacted the Rite Aid building owners; they are actively meeting with potential tenants for the property.

Downtown Planning Meeting:

I have been organizing a meeting in January next year with representatives of Van Buren County Land Bank, State Land Bank, Van Buren County Community Services, Market One, and MEDC to discuss potential downtown development and a residential development project.

2025 Local Grade Crossing Surface Program Award Notice:

The project will start after the school year ends. The West Michigan Railroad company representative will work with the city concerning the road detours. The City applied for an MDOT Railroad Crossing grant to replace the railroad crossing on the Center Street railroad crossing. The City was awarded the grant for \$173,808. The grant covers 60% of the construction cost, and the 40% match will be from the West Michigan Railroad Company.

19 West Main St * Hartford * MI * 49057 * 269-621-2477 * 269-621-2054 Fax

www.cityofhartfordmi.org

Building Official:

I sent Safebuilt a 90-day notice that we are discontinuing our contract as of March 23, 2025. I have met with several building officials and would like to hire a building official as a contractor before the March board meeting.

Police Department:

I will present a plan for hiring a police chief in my next city manager's report by February 7th.

Project Compass Task Force:

The Task Force is hosting a free digital skills workshop on February 4th from 5-7 pm at Hartford Public Library. I've attached the flyer; please share the information.

Fire Inter-local Agreement:

I received a proposed draft copy of the fire inter-local agreement from the Township Supervisor. Staff will be meeting the City Attorney and Mayor Hall next week to discuss a review process of the agreement. I will present the process in next week's city manager's report.

MSHDA's Housing Readiness Incentive:

The City received a \$50,000 grant from the Michigan State Housing Development Authority to update the city's master plan. I will have a kick-off meeting with McKenna in the next few weeks.

Water Main Extension (PFAS) Hartford Township Update:

The project is closing out.

SRF Wastewater Project Update:

Wightman will be at the commission meeting to give an update.

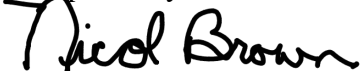
Drinking Water Asset Management (DWAM) Update:

Wightman will be at the commission meeting to give an update.

DWSRF Update:

Wightman will be at the commission meeting to give an update.

Respectfully Submitted,



Nicol Brown
City Manager

**CITY MANAGER'S GOALS
JULY 1, 2024 - JUNE 30, 2025
NICOL BROWN**

GOALS	STEPS TO REACH GOAL	WHO IS INVOLVED	UPDATE SEPTEMBER 2024	UPDATE OCTOBER 2024	UPDATE NOVEMBER 2024	UPDATE DECEMBER 2024	UPDATE JANUARY 2025	
1	RITE AID REDEVELOPMENT	Rite Aid Building - Investigate the ownership Seek a business Check to see if there is a deed restriction	Market One Van Buren County		Have not started	I have been calling a contact person from Rite Aid but have not received a return call.	I have made contact with the realtor company that owns the property. I'm requesting a zoom meeting for the week of Dec. 9th	I had my ZOOM meeting. They are actively looking for a tenant to go in the building. I will contact them for an update.
2	WATER/SEWER STUDY	Contact Baker Tilly Receive a quote Recommendation to City Commissioners	Baker Tilly		In the process of working with Bendzenski. Going before commission the water and sewer study	In Progress. City Commission approved at the October meeting.	In Progress. City Commission approved at the October meeting.	In Progress. City Commission approved at the October meeting.
3	COMMISSIONERS WEEKLY REPORTS	Include invitations and informational flyers Include time sensitive information	Staff		Currently sending weekly reports.	Currently sending weekly reports.	Currently sending weekly reports.	Currently sending weekly reports.
4	ZONING	Research lot size to build Amend Zoning Ordinance Amend Rental Registration Ordinance	Wrightman & Assoc Safebuilt		Rental Registration Ordinance need to go before commission. Would like to apply for a MEDC grant for updating master plan and zoning ordinance.	Including the rental registration ordinance draft into the cm monthly report. Working on a MSHDA grant for updating master plan. Receiving comments from city commissioners on the draft blight ordinance.	Submitted the Housing Readiness Incentive grant Waiting on comments from city commissioners on the blight and rental registration ordinance.	Received \$50k grant from MSHDA for the Housing Readiness Incentive grant Waiting on comments from city commissioners on the blight and rental registration ordinance.
5	INFRASTRUCTURE	Capital Improvement Plan/Schedule of Maintenance Pavement and Surface Revaluation Rating/ Condition of Local & Major Roads Curve Painting Discussion Mileage on Roadways	Wrightman & Assoc & DPW Wrightman & Assoc & DPW	Road asset management/VBCRC	Have not started.	Have not started. Curve painting complete	We will start the CIP process in Feb. 2025	We will start the CIP process in Feb. 2025
6	DEPARTMENT RESTRUCTURING Iron Removal Plant (IRP)	Contract Danny Staunton contract Recommendation to City Commission	Nick Curio		Working Part-time	Completed. Danny is working part-time as the Iron Removal Plant superintendent.	Completed. Danny is working part-time as the Iron Removal Plant superintendent.	Complete
	DPW	Write Job Description for DPW supervisor Make a Decision Hourly/Salary Recommendation to City Commissioners Promote Implement	Nick Curio		Complete	Complete	Complete	Complete

**CITY MANAGER'S GOALS
JULY 1, 2024 - JUNE 30, 2025
NICOL BROWN**

GOALS	STEPS TO REACH GOAL	WHO IS INVOLVED	UPDATE SEPTEMBER 2024	UPDATE OCTOBER 2024	UPDATE NOVEMBER 2024	UPDATE DECEMBER 2024	UPDATE JANUARY 2025
Code Enforcement Officer	Post Code Enforcement position Interviews Background check/physical Job Offer Hire	Nick Curio		In Progress	I stopped the process but will start it back again the first of December.	Met with McKenna Associates regarding Code Enforcement. Waiting on a proposal.	Waiting on Proposal. Would like to post the position in February.
WWTP	Write Job Description for WWTP Supervisor Make a Decision Hourly/Salary Recommendation to City Commissioners Make Job Offer Promote Implement	Nick Curio		Complete	Complete	Complete	Complete
Police Dept.	Research of Police Mileage Recruitment of Police Chief Recommendation to City Commissioners Implement the contract Create Police Dept Committee Recommendation to City Commissioners Assist Interim Chief with recruitment of police officers	Sheriff's Dept Michigan State Police		In Progress	In Progress	In Progress	In Progress
7 EMPLOYEE HANDBOOK	Update Staff Review Changes @ Dept Head Meeting Send changes to Attorney Recommendation to City Commission Implement	Nick Curio Dept Head Staff		In Progress	In Progress. The Holiday and Personal day section has been revised.	I will have a draft amend policy for the Jan. board meeting	Working on draft. An amendment to the social media section is going before commission at Jan. meeting
8 TREASURER & UTILITY SOFTWARE	Request for quotes Review quotes with Joe Mangan (Lauterbach & Amen, LLP) & Pam Recommendation to City Commission	Pam Schultz		In Progress. I will bring before commission in November.	The item is on the city commission agenda for November's meeting	Reviewing the BS&S contract. Will sign this month	Go Live Date: August 18th



CITY OF HARTFORD
COUNTY OF VAN BUREN, STATE OF MICHIGAN

Project Scenario - \$1,990,000 Michigan Transportation Fund Bonds - Open Market

Draft 11/27/24

	\$1,901,000 Project	
	15-Year	
Estimated Interest Rate		4.000%
Bond Amount	\$	1,990,000
Deposited in Construction Fund	\$	1,905,302
Estimated Cost of Issuance		84,698
Total Interest		660,024
Total Principal + Interest	\$	<u>2,650,024</u>
Estimated Yearly Principal + Interest Payments:	\$	177,000
Estimated Bond Costs of Issuance:		
Bond Counsel	\$	20,500
Municipal Advisor		18,850
Notice of Sale Publication		1,800 *
Newspaper Printing Costs		2,000 *
Treasury Filing		398 *
S&P Bond Rating		20,000 *
Official Statement Printing		750
Paying Agent		500 *
Underwriter's Discount (not-to-exceed, 1% of par)		19,900 *
Total Estimated Bond Costs of Issuance	\$	<u>84,698</u>



CITY OF HARTFORD

COUNTY OF VAN BUREN, STATE OF MICHIGAN

Project Scenario - \$1,940,000 Michigan Transportation Fund Bonds - Bank RFP

Draft 11/27/24

	\$1,901,000 Project	
	15-Year	
Estimated Interest Rate		4.500%
Bond Amount	\$	1,940,000
Deposited in Construction Fund	\$	1,904,112
Estimated Cost of Issuance		35,888
Total Interest		730,915
Total Principal + Interest	\$	2,670,915
Estimated Yearly Principal + Interest Payments:	\$	179,000
Estimated Bond Costs of Issuance:		
Bond Counsel	\$	18,500 *
Municipal Advisor		15,000 *
Newspaper Printing Costs		2,000 *
Treasury Filing		388 *
Total Estimated Bond Costs of Issuance	\$	35,888

ENGINEER'S ESTIMATE

PROJECT: **Budget Summary for Street Improvements**
OWNER: **City of Hartford**
DATE: **November 15, 2024**

Estimated Roadway Construction Costs

Marion Avenue - W. Main Street to Prospect Street	\$607,000.00
Washington Street - N. Haver Street to N. Edwin Street	160,000.00
Hart Street - N. Center Street to N. Edwin Street	384,000.00
Bernard Street - Mary Street to S. Center Street	440,000.00
Michigan Street - Railroad Street to N. Maple Street	<u>310,000.00</u>
TOTAL ESTIMATED ROADWAY IMPROVEMENTS	\$1,901,000.00

ENGINEER'S ESTIMATE

PROJECT: **Marion Avenue Improvements - W. Main Street to Prospect Street**
 OWNER: **City of Hartford**
 DATE: **November 15, 2024**

The following estimate is for 0.4 miles of improvements to Marion Avenue from W. Main Street to Prospect Street. The roadway will be fully reconstructed to provide two 14'-wide lanes with 8" of aggregate base and 4" of HMA pavement. Concrete curb and gutter will be installed on the north portion and replaced on the south portion. Sidewalk and ADA ramps would be installed in accordance with all federal regulations. The existing retention pond would be used for storm water. All permanent signs will be upgraded and replaced. The existing cast iron water main would be replaced with a new 8" ductile iron water main. This water main-related work has been separated out and is shown in the DWSRF funding section.

1	LS Mobilization	@	\$40,000.00	\$40,000.00
1	LS Restoration	@	10,000.00	10,000.00
18	STA Machine Grading	@	3,000.00	54,000.00
2,600	SYD Pavement Replacement	@	40.00	104,000.00
1,000	SYD HMA Surface, Rem, Modified	@	8.00	8,000.00
50	TON Maintenance Gravel	@	15.00	750.00
200	Cyd Subgrade Undercutting, Type II	@	28.00	5,600.00
5	Cyd Masonry and Conc Structure, Rem	@	110.00	550.00
300	SFT Sidewalk Ramp, 6 inch	@	8.00	2,400.00
20	FT Detectable Warning Surface	@	45.00	900.00
1,500	FT Curb Replacement	@	38.00	57,000.00
1,860	FT Curb and Gutter, Conc, Det C4	@	28.00	52,080.00
40	FT Curb Ramp Opening, Conc	@	28.00	1,120.00
950	SYD Driveway, Nonreinf Conc, 6 inch	@	50.00	47,500.00
200	FT Sewer, Rem	@	15.00	3,000.00
200	FT Sewer, CI E, 12 inch	@	60.00	12,000.00
50	FT Sewer, CI E, 18 inch	@	90.00	4,500.00
10	EA Dr Structure, Rem	@	600.00	6,000.00
10	EA Dr Structure, 24 inch Dia	@	1,700.00	17,000.00
5	EA Dr Structure, 48 inch Dia	@	2,200.00	11,000.00
5	EA Dr Structure Cover, Type B	@	750.00	3,750.00
10	EA Dr Structure Cover, Type K	@	850.00	8,500.00
5	EA Dr Structure Cover, Type Q	@	750.00	3,750.00
5	EA Dr Structure Cover, Adj, Case 1	@	750.00	3,750.00
1,800	FT Rigid Insulation	@	10.00	18,000.00
1	LS Pavement Markings	@	3,500.00	3,500.00
1	LS Permanent Signage	@	4,000.00	4,000.00
1	LS SESC	@	5,000.00	<u>5,000.00</u>

<i>SUBTOTAL ESTIMATED CONSTRUCTION COST</i>	\$487,650.00
Contingency	49,350.00
Design Engineering	30,000.00
Construction Engineering	<u>40,000.00</u>

TOTAL ESTIMATED PROJECT COST \$607,000.00

ENGINEER'S ESTIMATE

PROJECT: **Washington Street Improvements - N. Haver Street to N. Edwin Street**
 OWNER: **City of Hartford**
 DATE: **November 15, 2024**

The following estimate is for approximately 1,000' of roadway improvements to Washington Street from N. Haver Street to N. Edwin Street. The roadway will be fully reconstructed to provide two 10'-wide lanes with 8" of aggregate base and 3" of HMA pavement. Sidewalk and ADA ramps would be installed in accordance with all federal regulations. All permanent signs will be upgraded and replaced. Two patches to an existing storm sewer and lining of two storm manholes are shown separately as identified in the CIP. The existing cast iron water main would be replaced with a new 6" ductile iron water main. This water main-related work has been separated out and is shown in the DWSRF funding section.

1 LS Mobilization	@	\$12,000.00	\$12,000.00
1 LS Restoration	@	8,000.00	8,000.00
35 Syd Sidewalk, Rem	@	10.00	350.00
10 STA Machine Grading	@	3,000.00	30,000.00
900 SYD Pavement Replacement	@	35.00	31,500.00
900 SYD HMA Surface, Rem, Modified	@	8.00	7,200.00
70 TON Maintenance Gravel	@	15.00	1,050.00
50 Cyd Subgrade Undercutting, Type II	@	28.00	1,400.00
5 Cyd Masonry and Conc Structure, Rem	@	110.00	550.00
300 SFT Sidewalk Ramp, 6 inch	@	8.00	2,400.00
20 FT Detectable Warning Surface	@	45.00	900.00
2 EA Leaching Basin, 48 inch Dia	@	4,500.00	9,000.00
1 EA Dr Structure, 24 in Dia	@	1,500.00	1,500.00
30 FT Storm Sewer, 12 inch	@	60.00	1,800.00
2 EA Dr Structure Cover, Type B	@	750.00	1,500.00
3 EA Dr Structure Cover, Type D	@	850.00	2,550.00
3 EA Dr Structure Cover, Type G	@	850.00	2,550.00
4 EA Dr Structure Cover, Type Q	@	750.00	3,000.00
8 EA Dr Structure Cover, Adj, Case 1	@	750.00	6,000.00
3 EA Dr Structure Cover, Adj, Case 2	@	500.00	1,500.00
1 LS Pavement Markings	@	500.00	500.00
1 LS Permanent Signage	@	500.00	500.00
1 LS SESC	@	2,000.00	<u>2,000.00</u>
 <i>SUBTOTAL ESTIMATED CONSTRUCTION COST</i>			 \$127,750.00
Contingency			13,250.00
Design Engineering			8,000.00
Construction Engineering			<u>11,000.00</u>
 TOTAL ESTIMATED PROJECT COST			 \$160,000.00
2 EA Spot Liner	@	\$5,000.00	\$10,000.00
15 FT Storm Manhole Lining	@	400.00	<u>6,000.00</u>
 Subtotal Estimated Lining Cost			 \$16,000.00

ENGINEER'S ESTIMATE

PROJECT: **Hart Street Improvements - N. Center Street to N. Edwin Street**
 OWNER: **City of Hartford**
 DATE: **November 15, 2024**

The following estimate is for approximately 1,300' of roadway improvements to Hart Street from N. Center Street to N. Edwin Street. The roadway will be fully reconstructed to provide two 11.5'-wide lanes with 8" of aggregate base and 3" of HMA pavement. Sidewalk and ADA ramps would be installed in accordance with all federal regulations. All permanent signs will be upgraded and replaced. Shallow swales and driveway culverts are included for most drives. The project includes replacement of storm sewer and addition of manholes at bends as identified in the CIP. The existing cast iron water main would be replaced with a new 6" ductile iron water main, which has been separated out and is shown in the DWSRF funding section.

1 LS Mobilization	@	\$25,000.00	\$25,000.00
1 LS Restoration	@	10,000.00	10,000.00
20 SYD Sidewalk, Rem	@	10.00	200.00
5 EA Dr Structure, Rem	@	600.00	3,000.00
1,100 FT Sewer, Rem	@	10.00	11,000.00
13 EA Culv, Rem	@	150.00	1,950.00
260 FT Culv, CI F, 12 inch	@	24.00	6,240.00
13 STA Machine Grading	@	3,000.00	39,000.00
1,900 SYD Pavement Replacement	@	35.00	66,500.00
1,900 SYD HMA Surface, Rem, Modified	@	8.00	15,200.00
30 TON HMA Approach	@	150.00	4,500.00
90 TON Maintenance Gravel	@	15.00	1,350.00
60 Cyd Subgrade Undercutting, Type II	@	28.00	1,680.00
5 Cyd Masonry and Conc Structure, Rem	@	110.00	550.00
150 SFT Sidewalk Ramp, 6 inch	@	8.00	1,200.00
10 FT Detectable Warning Surface	@	45.00	450.00
6 EA Dr Structure, 48 inch Dia	@	2,000.00	12,000.00
2 EA Dr Structure, 24 in Dia	@	1,500.00	3,000.00
60 FT Storm Sewer, 12 inch	@	60.00	3,600.00
1,000 FT Storm Sewer, 15 inch	@	75.00	75,000.00
8 EA Dr Structure Cover, Type B	@	750.00	6,000.00
3 EA Dr Structure Cover, Type D	@	850.00	2,550.00
5 EA Dr Structure Cover, Type G	@	850.00	4,250.00
3 EA Dr Structure Cover, Type Q	@	750.00	2,250.00
11 EA Dr Structure Cover, Adj, Case 1	@	750.00	8,250.00
1 LS Pavement Markings	@	500.00	500.00
1 LS Permanent Signage	@	500.00	500.00
1 LS SESC	@	3,000.00	<u>3,000.00</u>

SUBTOTAL ESTIMATED CONSTRUCTION COST	\$308,720.00
Contingency	31,280.00
Design Engineering	19,000.00
Construction Engineering	<u>25,000.00</u>

TOTAL ESTIMATED PROJECT COST \$384,000.00

ENGINEER'S ESTIMATE

PROJECT: **Bernard Street Improvements - Mary Street to S. Center Street**
 OWNER: **City of Hartford**
 DATE: **November 15, 2024**

The following estimate is for approximately 1,200' of roadway improvements to Bernard Street from Mary Street to S. Center Street. The roadway will be fully reconstructed to provide two 11'-wide lanes with 8" of aggregate base and 3" of HMA pavement. Sidewalk and ADA ramps would be installed in accordance with all federal regulations. All permanent signs will be upgraded and replaced. The project includes replacement of storm sewer for the entire length as identified in the CIP. The existing cast iron water main would be replaced with a new 6" ductile iron water main. This water main-related work has been separated out and is shown in the DWSRF funding section.

1 LS Mobilization	@	\$30,000.00	\$30,000.00
1 LS Restoration	@	9,000.00	9,000.00
70 FT Curb, Rem	@	10.00	700.00
85 SYD Sidewalk, Rem	@	10.00	850.00
24 EA Dr Structure, Rem	@	600.00	14,400.00
1,340 FT Sewer, Rem	@	10.00	13,400.00
12 STA Machine Grading	@	3,000.00	36,000.00
1,800 SYD Pavement Replacement	@	35.00	63,000.00
1,800 SYD HMA Surface, Rem, Modified	@	8.00	14,400.00
10 TON HMA Approach	@	150.00	1,500.00
90 TON Maintenance Gravel	@	15.00	1,350.00
50 Cyd Subgrade Undercutting, Type II	@	28.00	1,400.00
5 Cyd Masonry and Conc Structure, Rem	@	110.00	550.00
425 SFT Sidewalk Ramp, 6 inch	@	8.00	3,400.00
45 FT Detectable Warning Surface	@	45.00	2,025.00
14 EA Dr Structure, 48 inch Dia	@	2,000.00	28,000.00
10 EA Dr Structure, 24 in Dia	@	1,500.00	15,000.00
1,290 FT Storm Sewer, 12 inch	@	60.00	77,400.00
50 FT Storm Sewer, 15 inch	@	75.00	3,750.00
6 EA Dr Structure Cover, Type B	@	750.00	4,500.00
12 EA Dr Structure Cover, Type D	@	850.00	10,200.00
12 EA Dr Structure Cover, Type G	@	850.00	10,200.00
4 EA Dr Structure Cover, Type Q	@	750.00	3,000.00
4 EA Dr Structure Cover, Adj, Case 1	@	750.00	3,000.00
1 LS Pavement Markings	@	500.00	500.00
1 LS Permanent Signage	@	500.00	500.00
1 LS SESC	@	4,000.00	<u>4,000.00</u>
SUBTOTAL ESTIMATED CONSTRUCTION COST			\$352,025.00
Contingency			36,975.00
Design Engineering			22,000.00
Construction Engineering			<u>29,000.00</u>
TOTAL ESTIMATED PROJECT COST			\$440,000.00

ENGINEER'S ESTIMATE

PROJECT: **Michigan Street Improvements - Railroad Street to N. Maple Street**
 OWNER: **City of Hartford**
 DATE: **November 15, 2024**

The following estimate is for approximately 700' of roadway improvements to Michigan Street from Railroad Street to N. Maple Street. The roadway will be fully reconstructed to provide two 12'-wide lanes with 8" of aggregate base and 3" of HMA pavement with curb and gutter on both sides to control drainage. Sidewalk and ADA ramps would be installed in accordance with all federal regulations. All permanent signs will be upgraded and replaced. The project includes replacement of storm sewer for the entire length as identified in the CIP and to provide water main separation. The existing cast iron water main would be replaced with a new 6" ductile iron water main, which has been separated out and is shown in the DWSRF funding section.

1 LS Mobilization	@	\$20,000.00	\$20,000.00
1 LS Restoration	@	9,000.00	9,000.00
80 FT Curb and Gutter Replacement	@	40.00	3,200.00
25 SYD Sidewalk, Rem	@	10.00	250.00
7 EA Dr Structure, Rem	@	600.00	4,200.00
750 FT Sewer, Rem	@	10.00	7,500.00
7 STA Machine Grading	@	3,000.00	21,000.00
1,100 SYD Pavement Replacement	@	35.00	38,500.00
825 SYD HMA Surface, Rem, Modified	@	8.00	6,600.00
20 EA Driveway Approach	@	1,000.00	20,000.00
50 TON Maintenance Gravel	@	15.00	750.00
1,400 FT Curb and Gutter, Conc, Det C4	@	28.00	39,200.00
30 Cyd Subgrade Undercutting, Type II	@	28.00	840.00
5 Cyd Masonry and Conc Structure, Rem	@	110.00	550.00
225 SFT Sidewalk Ramp, 6 inch	@	8.00	1,800.00
30 FT Detectable Warning Surface	@	45.00	1,350.00
5 EA Dr Structure, 48 inch Dia	@	2,000.00	10,000.00
2 EA Dr Structure, 24 in Dia	@	1,500.00	3,000.00
450 FT Storm Sewer, 12 inch	@	60.00	27,000.00
300 FT Storm Sewer, 15 inch	@	75.00	22,500.00
1 EA Dr Structure Cover, Type B	@	850.00	850.00
6 EA Dr Structure Cover, Type K	@	850.00	5,100.00
2 EA Dr Structure Cover, Type Q	@	750.00	1,500.00
2 EA Dr Structure Cover, Adj, Case 1	@	750.00	1,500.00
1 LS Pavement Markings	@	500.00	500.00
1 LS Permanent Signage	@	500.00	500.00
1 LS SESC	@	2,500.00	<u>2,500.00</u>
 <i>SUBTOTAL ESTIMATED CONSTRUCTION COST</i>			 \$249,690.00
Contingency			25,310.00
Design Engineering			15,000.00
Construction Engineering			<u>20,000.00</u>
 TOTAL ESTIMATED PROJECT COST			 \$310,000.00

CITY OF HARTFORD



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CITY OF HARTFORD
PROPOSED BUSINESS MEETING MINUTES
DECEMBER 16, 2024

Item 15.

Commissioners Present: Peter Aranda; Jane Danger; John Miller; Nancy Spoula; Charles Weeden; Mayor Richard A. Hall
Commissions Absent: Lindsay Morsaw;
Staff Present: Brown; Lucas; Ricks; Rodney-Isbrecht; Shultz;

Mayor Hall called the meeting to order at 5:30pm.

Pledge of Allegiance was said.

Motion by Commissioner Miller, supported by Commissioner Spoula, to approve the agenda as amended to remove agenda item #20 Resolution 2024 - 063 to approve Strawberry Run Request.

Motion carried 6 – 0

Guests:

- Eric Blocker – Eagle Project, was not able to attend.

Public Comment:

- Donovan Smith, Mckenna & Associates, Planning Services

Communications:

- There are two open seats on the Planning Commission & two open seats on the Board of Review, anyone interested please submit a letter of interest to the Clerk.

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

- Van Buren Conservation District** – November 2024 Program Update, information went out in winter tax bills.
- Police & Ordinance** – Interim Chief Lucas, Report on File, the Van Buren County Prosecutor’s office is short staffed. There were two applicants interested in the HPD Officer positions.
- Fire Department** –Ron Sefcik, Fire Board Chair – Report on File, working to submit a draft of the interlocal fire agreement by the January meeting for review and set a date for a joint meeting to review and approve. The new HFD vehicle is almost ready and the old Ford F-150 will be up for bid.
- Ambulance** – No Report on File, VBEMS should be moving into the Township’s new EMS building by the end of the month.
- Van Buren County** – Commissioner Mike Chappell, not in attendance
- Public Works** – Ricky Ricks Supervisor – Teaching daily duties to the new staff. Working on maintenance to vehicles. Picked up leaves & brush. Winterized Ely Park bathrooms. Put up Christmas decorations.
- Wastewater Treatment Plant** –Report on File –
- Treasurers, Investment & List of Bills** – December 16, 2024 List of Bills \$260,326.26
- City Manager** –Report on file – Shared Streets & Spaces Program, waiting on grant agreement; DWSRF Project; Spark Grant/DNR/CMF, Abonmarche is scheduled to begin in January; Planning Commission Meeting, site plan review for Casey’s project is complete; 9 South Center Street, non-compliant with zoning turned a garage into living quarters & extended water/sewer to the garage; Streetscape Downtown Improvement, project has been closed; Rite-Aid Building working with owners for re-development; Downtown Planning Meeting to meet in January; 2025 Local Grade Crossing Surface Program Award Notice in the amount of \$173,808; SRF Wastewater Project Update; Hartford Township Water Main Extension (PFAS); Drinking Water Asset Management (DWAM) Update; 60th Avenue Sidewalk Extension Update; DWSRF Update; Requesting Council direction on decorating the

CITY OF HARTFORD
PROPOSED BUSINESS MEETING MINUTES
DECEMBER 16, 2024

Item 15.

Council Chambers, Council would like to see ideas from staff and have input on the decorating; Capital Improvement Plan Budget; Updated City Manager Goals.

Approval of Commission Minutes:

Motion by Commissioner Aranda, supported by Commissioner Miller to approve the minutes of the November 25, 2024 business meeting of the Hartford City Commission, as presented and place them on file.

Motion carried 6 – 0

Approval of Reports:

Motion by Commissioner Miller, supported by Commissioner Spoula, to approve the December 16, 2024 amended list of bills in the amount of \$260,326.26.

Motion carried 6 – 0

Motion by Commissioner Miller, supported by Commissioner Danger, to accept the November 2024 reports of Officers, Boards & Committees and place them on file.

Motion carried 6 – 0

Goals/Objectives:

- Update Financial Software

Old Business:

- Discuss & Consider – City Commission 2025 Meeting Schedule & Closing City Hall on Thursday, December 26, Friday, December 27 and Thursday, January 2, 2025, December 26, 2025 & January 2, 2026.

Discussion: Staff will take a personal, vacation day or work from home on the days City Hall will be closed.

Motion by Commissioner Miller, supported by Commissioner Spoula, to close City Hall on Thursday, December 26, 2024 Friday December 27, 2024, Thursday, January 2, 2025, December 26, 2025 and January 2, 2026.

Motion carried 6 – 0

- Discuss & Consider – Authorize Issuance of General Obligation Limited Tax Note
Discussion: A BAN is common in the interim before the bonds are issued.

New Business:

- Discuss & Consider – McKenna Associates For Planning Services
Discussion: Previous City Managers provided these services. McKenna reviewed the Casey's site plan application. The City's Master Plan will need to be updated in 2025.
- Discuss & Consider – Board of Review 2025 Tax Year
Discussion: the City Commission is required to approve these updates every year.

Resolutions, Ordinance, Proclamation's:

- Discuss & Consider – Resolution 2024 – 058 2025 Tax Year Poverty Exemption Guidelines

Motion by Commissioner Miller, supported by Commissioner Danger, to adopt Resolution 2024 – 058 adopting the 2025 Tax Year Poverty Exemption Guidelines

Motion carried 6 – 0

CITY OF HARTFORD
PROPOSED BUSINESS MEETING MINUTES
DECEMBER 16, 2024

- Discuss & Consider – Resolution 2024-059 Accept Letters of Protest from City Resident Property Owners for 2025 Board of Review.

Motion by Commissioner Miller, supported by Commissioner Aranda, to adopt Resolution 2024 – 059 to accept letters of protest from City Resident Property Owners for 2025 Board of Review.

Motion carried 6 – 0

- Discuss & Consider – Resolution 2024-060 Authorize Alternate Starting Dates for 2025 Board of Review.

Motion by Commissioner Miller, supported by Commissioner Spoula, to adopt Resolution 2024 – 060

Motion carried 6 – 0

- Discuss & Consider – Resolution 2024-061 Authorize Issuance of General Obligation Limited Tax Note

Motion by Commissioner Aranda, supported by Commissioner Miller to adopt Resolution 2024 – 061 authorizing issuance of general obligation limited tax note.

Motion carried 6 – 0

- Discuss & Consider – Resolution 2024 – 062 McKenna Associates Planning Services

Motion by Commissioner Miller, supported by Commissioner Spoula to adopt Resolution 2024 – 062 contracting McKenna Associates for Planning Services.

Motion carried 6 – 0

- Discuss & Consider – Resolution 2024 – 064 City Commission 2025 Meeting Schedule

Motion by Commissioner Miller, supported by Commissioner Spoula to adopt Resolution 2024 – 064 adopting the City Commission 2025 Meeting Schedule.

Motion carried 6 – 0

Adjournment:

Motion by Commissioner Miller, supported by Commissioner Danger, to adjourn the meeting at 6:23pm.

Motion carried 6 – 0

Respectfully Submitted,

RoxAnn Rodney-Isbrecht, City Clerk



City of Hartford * County of Van Buren * State of Michigan

TO: Mayor Hall and the Hartford Commission

FROM: Nicol Brown, City Manager *NB*

DATE: January 27, 2025

RE: MSHDA HOUSING READINESS INCENTIVE PROGRAM GRANT

ITEM BEFORE THE COMMISSION:

The item before the Commission is to accept the grant award of \$50,000 from the Michigan State Housing Development Authority (MSHDA).

DISCUSSION:

The Michigan State Housing Development Authority (MSHDA) has the Housing Readiness Incentive Grant Program (HRI), which provides funding to implement actions that encourage increasing housing supply and affordability. This grant will significantly contribute to our efforts in updating the city's master plan. Eligible activities include supporting the adoption of land use policies, master plan updates, and zoning text amendments.

The HRI grant, awarded to the city for \$50,000, will update the City's current 5-year joint plan with Hartford Township without the Township. Since the Township has completed a separate master plan, the city will update the master plan separately.

RECOMMENDATION:

The Hartford City Commission accepts the \$50,000 grant award from the Michigan State Housing Development Authority (MSHDA).



City of Hartford * County of Van Buren * State of Michigan

TO: Mayor Hall and the Hartford Commission
FROM: Nicol Brown, City Manager
DATE: January 27, 2025
RE: AMENDMENT TO THE CITY OF HARTFORD EMPLOYEE HANDBOOK "SOCIAL MEDIA"

ITEM BEFORE THE COMMISSION:

The City Commission approves the amendment to the City's employee handbook under "Social Media."

DISCUSSION:

The current City of Hartford employee handbook has a section that addresses social media. The amended policy gives employees guidelines regarding social media that are precise and clear regarding the city's expectations.

Current Policy:

City of Hartford employees, interns, and volunteers may responsibly publish or comment via social media but are discouraged from identifying themselves as connected to the City of Hartford when responding to or commenting on blogs/social media posts regarding personal opinions or views. Employee communications should not compromise the integrity of City of Hartford or convey any message that is inconsistent with City of Hartford's mission and code of ethics. Employees are ultimately responsible for the content of their communications and conveying that the expressed views are those of the employee and do not reflect the views of the City. It is important that employees abide by laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including the Institute's own copyrights and brands.

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

Draft Policy:

The City of Hartford understands that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends, and co-workers. However, using social media also presents certain risks and carries with it specific responsibilities. To assist employees in making responsible decisions about using social media, the City has established these guidelines for appropriate use of social media.

The City encourages all employees to remember how information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment, including thinking before posting, being civil to others, respecting others' opinions, and not posting personal information about others unless they have received their permission. Employees with any questions should review the guidelines in this policy and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

Guidelines

Social media includes all means of communicating, posting information, and content of any sort on the Internet, including an individual's or someone else's weblog or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, employees are responsible for what they post online. Employees may be personally responsible for any litigation that may arise should they make unlawful defamatory, slanderous, or libelous statements against the City, the City Commission, employees of the City, members of the community, suppliers, and vendors. Before creating online content, employees may want to consider some of the risks involved.

The City urges all employees not to post information on social media, which could lead to morale issues in the workplace or detrimentally affect the City's business. To preserve the City's goodwill, employees who post a political opinion or an opinion regarding City actions that could pose a threat or actual conflict of interest with the City must include a disclaimer stating **that the opinions expressed are the employee's personal opinion and not the City's position.**

Any conduct that is impermissible under the law, if expressed in any other form or forum, is impermissible if expressed through a blog, web page, or social networking, such as Instagram, X, Facebook, or similar sites. Social media postings that include malicious, discriminatory, threatening, intimidating, obscene, defamatory, libelous, or violent statements will not be tolerated. Social media posts that contribute to a hostile work environment or contain discriminatory or harassing content regarding any status protected by law or City policy are also prohibited. City policies apply equally to employee social media usage. Employees who violate this policy may be subject to disciplinary actions up to and including termination.

Posting Information

Guidelines for posting information:

- Employees should never represent themselves as a spokesperson for the City.
- Maintain the confidentiality of the City's confidential information.
 - Do not create a link for a blog, website, or other social networking site to a City website that identifies an employee as speaking on behalf of the City.
- Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Employees should keep from using social media during working hours unless they are on nonworking time, such as lunch or break, unless it is work-related as authorized by

management or consistent with the employee’s job duties (i.e., marketing). Additionally, employees should not use City-owned equipment to access social media unless authorized by management or consistent with the employee’s job duties.

RECOMMENDATION:

The Hartford City Commission approves the proposed amendment to the city’s employee handbook under “Social Media”. The amendment will take effect immediately.



City of Hartford * County of Van Buren * State of Michigan

TO: Mayor Hall and the Hartford Commission

FROM: Nicol Brown, City Manager *AS*

DATE: **January 27, 2025**

RE: **ADOPTION OF CITY OF HARTFORD'S FLEXIBLE BENEFITS PLAN**

ITEM BEFORE THE COMMISSION:

The City Commission approves the adoption of the City of Hartford Flexible Benefit Plan.

DISCUSSION:

The City of Hartford is giving city employees another fringe benefit through a flexible spending account (FSA). The FSA will allow employees to save on medical costs and dependent care assistance with a tax benefit. The IRS allows employers to provide access to two money-saving, tax-favored tools to save money on things you already pay for. The two accounts are the Health FSA and Dependent Care Reimbursement Account. The Health FSA allows employees to reimburse themselves for eligible, medically necessary expenses that are either not covered or are not reimbursed by any other source, up to the plan's annual maximum. The City elected for our maximum health election of \$2,000. The benefits consist of the following.

Health Care FSA

- Pre-tax account (set aside dollars pre-tax)
- Elect up to \$3,300 (set by the IRS each year). Balance available right away! Pay back through payroll.
- Use to pay for eligible medical, dental, and vision expenses you already pay for but save 25-30% in taxes!
 - Eligible expenses to "treat or prevent a physical or mental defect or illness", including medical, prescription drugs, dental, vision, and over-the-counter drugs (without a prescription). See IRS Pub. 502 for more.
- Use-it-or-lose-it rule, but typically with either:
 - Carryover Rule that allows carryover of up to \$660 to next year
 - 2 ½ month Grace Period that allows claims through 2 ½ months after end of plan year

The FSA will be administered by Kushner and Company, which was recommended by Rose Street Advisors. Rose Street Advisors consults and administers our employee health benefit packages. The benefit plan explains how the FSA is administered.

RECOMMENDATION:

The Hartford City Commission approves the adoption of the City of Hartford Flexible Benefits Plan.

City of Hartford Flexible Benefit Plan

BASIC PLAN DOCUMENT #125

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KUSHNER & COMPANY

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ARTICLE 1. INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a cafeteria plan within the meaning of Code section 125. To the extent provided in the Adoption Agreement, the Plan provides for the pre-tax payment of premiums and contributions to spending accounts that are excludable from gross income under Code section 125, reimbursement of certain medical expenses that are excludable from gross income under Code section 105(b), reimbursement of certain dependent care expenses that are excludable from gross income under Code section 129, reimbursement of certain adoption expenses that are excludable from gross income under Code section 137, and/or for such other benefits as set forth herein.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2. DEFINITIONS

Account means

the bookkeeping balance of an account established for each Participant as of the applicable date. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Premium Conversion Account, a General Purpose Health Flexible Spending Account, an HSA-Compatible Health Flexible Spending Account, a Dependent Care Assistance Plan Account, an Adoption Assistance Flexible Spending Account and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

Adoption Agreement means

the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

Adoption Assistance Flexible Spending Account or Adoption Assistance FSA means

the Account established with respect to the Participant's election to have Adoption Expenses reimbursed by the Plan pursuant to Article 10.

Adoption Expenses means

the expenses described in Section 10.05(b)(2).

Affiliate means

the Plan Sponsor or any other employer required to be aggregated with the Plan Sponsor under Code sections 414(b), (c), (m) or (o); provided, however, that "Affiliate" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

Benefits means

the benefit options available to Eligible Employees under the Plan.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means

the Internal Revenue Code of 1986, as amended from time to time.

Compensation means

the cash wages or salary paid to a Participant. If the Adoption Agreement indicates that the Plan is a simple cafeteria plan as defined in Code section 125(j), "Compensation" shall mean Section 414(s) Compensation (defined below).

Contract means

an insurance policy, contract or self-funded arrangement under which a Participant is eligible to receive benefits regardless of whether such policy, contract or arrangement is related to any benefit offered hereunder. "Contract" shall not include any product which is advertised, marketed, or offered as long-term care insurance. "Contract" shall not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

Dependent means

an individual who qualifies as a dependent of a Participant under Code section 152 (as modified by Code section 105(b)). For purposes of the Premium Conversion Account, "Dependent" does not include any individual who is not a dependent under the underlying Contract. A child who is determined to be a Participant's alternate recipient under a qualified medical child support order under ERISA section 609 shall be considered a Dependent under this Plan, as applicable.

Dependent Care Assistance Plan Account or DCAP Account means

the Account established with respect to the Participant's election to have dependent care expenses reimbursed by the Plan pursuant to Article 8.

Effective Date shall have the meaning

set forth in Part A of the Adoption Agreement, provided that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Eligible Employee means

any Employee employed by an Employer, subject to the modifications and exclusions described in the Adoption Agreement. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Employer in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by an Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the other entity shall not become eligible to participate in the Plan until the Employer or Plan Sponsor specifically authorizes such participation.

Employee means

any individual who is a common-law employee of an Employer, a leased employee as described in Code section 414(n), or full-time life insurance salesman as defined in Code section 7701(a)(20). The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code section 401(c), or (ii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock or combined voting power of an S corporation.

Employer means

the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

ERISA means

the Employee Retirement Income Security Act of 1974, as amended from time to time.

Flex Credits means

the Employer contributions described in Section 11.01 of the Plan.

FMLA means

the Family and Medical Leave Act of 1993 as amended from time to time.

Grace Period means

the designated period following a Plan Year during which a Participant who has unused benefits or contributions relating to a Benefit (for example, a Health FSA or DCAP Account) from the immediately preceding Plan Year and who incurs expenses for that same Benefit during the period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year.

General Purpose Health Flexible Spending Account or General Purpose Health FSA means the Account established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6.

Health Flexible Spending Account or Health FSA means the General Purpose Health FSA and/or HSA-Compatible Health FSA established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6 and Article 7.

Health Savings Account or HSA means a health savings account established pursuant to Article 9.

Highly Compensated Employee means an Employee described in Code section 414(q).

Highly Compensated Individual means an individual within the meaning of Code section 105(h)(5).

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

HRA means a health reimbursement arrangement subject to Code section 105.

HSA-Compatible Health Flexible Spending Account or HSA-Compatible Health FSA means a Limited Purpose Health Flexible Spending Account and/or a Post-Deductible Health Flexible Spending Account.

Key Employee means an Employee described in Code section 416(i).

Leased Employee means an Employee described in Code section 414(n)(2).

Limited Purpose Health Flexible Spending Account or Limited Purpose Health FSA means the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(1), reimbursed by the Plan pursuant to Article 7.

Qualified Plan means the retirement plan sponsored by an Employer and identified in the Adoption Agreement.

Participant means an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

Plan means the plan as identified in Part A.2 of the Adoption Agreement and as described in this Basic Plan Document and Adoption Agreement.

Plan Administrator means the person(s) designated pursuant to the Adoption Agreement and Section 14.01.

Plan Sponsor means the entity described in the Adoption Agreement that maintains the Plan.

Plan Year means the 12-consecutive month period described in Part A of the Adoption Agreement.

Post-Deductible Health Flexible Spending Account or Post-Deductible Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(2), reimbursed by the Plan pursuant to Article 7.

Premium Conversion Account means

the Account established with respect to the Participant's election to have premiums reimbursed by the Plan pursuant to Article 5.

PTO means

elective paid time off that must be used or forfeited by the last day of the Plan Year in which it was awarded.

Salary Reduction Agreement means

the agreement pursuant to which an Eligible Employee elects to reduce his or her Compensation and instead receive a Benefit provided under the Plan.

Section 414(s) Compensation means

compensation as defined in Code section 414(s) and Treas. Reg. section 1.414(s)-1. The period used to determine an Employee's compensation for a Plan Year must be either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected by the Plan Administrator must be applied uniformly to determine the compensation of every Eligible Employee under the Plan for that Plan Year. The Plan Administrator may, however, limit the period taken into account under either method to that portion of the Plan Year or calendar year in which the Employee was an Eligible Employee, provided that this limit is applied uniformly to all Eligible Employees.

Termination and Termination of Employment means

any absence from service that ends the employment of an Employee with the Employer.

ARTICLE 3. ELIGIBILITY

Section 3.01 ELIGIBLE EMPLOYEES

An Eligible Employee is an Employee who meets the age and service requirements set forth in the Adoption Agreement and who is not excluded pursuant to (a) Section 3.02, (b) the provisions governing the applicable Benefit below, or (c) the Adoption Agreement. An Eligible Employee may elect to participate in the Plan in accordance with Article 4.

Eligible Employees who were eligible to participate in the Plan immediately prior to the Effective Date shall be eligible to participate in the Plan on the Effective Date. Notwithstanding the foregoing, an Eligible Employee shall be eligible to make elections only for the Accounts as are specifically authorized in the Adoption Agreement.

Section 3.02 INELIGIBLE EMPLOYEES

Notwithstanding anything herein to the contrary, the Employees identified in the Adoption Agreement as such are not Eligible Employees and may not participate in any Benefit under the Plan.

Section 3.03 LEAVE OF ABSENCE

- (a) FMLA Leave of Absence.
- (1) *Health Benefits.* If a Participant takes a leave of absence under FMLA, the Participant shall be entitled to continue to participate in those Benefits under the Plan that provide health care, including the Premium Conversion Account for payment of premiums applicable to health care, the Health FSA, and Flex Credits. A Participant may also elect to revoke coverage during an unpaid FMLA leave of absence or continue coverage but discontinue contributions for the period of the FMLA leave of absence, as set forth in the Adoption Agreement. If a Participant elects to revoke coverage during the unpaid FMLA leave of absence, the coverage will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
 - (2) *Non-Health Benefits.* A Participant shall not be entitled to continue to participate in Benefits under the Plan that do not provide health care except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave. Participant contributions for Benefits during a leave of absence under FMLA shall be determined by the Plan Administrator in accordance with Code section 125.

ARTICLE 3. ELIGIBILITY

- (3) *Non-FMLA Leave of Absence.* If a Participant takes an unpaid leave of absence other than under FMLA, the Participant shall not be entitled to continue to participate in Benefits under the Plan except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave.
- (4) *USERRA.* If a Participant is on a leave of absence in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Participant shall be entitled to elect to continue participation in the Premium Conversion Account and Health FSA for the lesser of (i) 24 months, beginning on the date the Participant's absence began and (ii) the date the Participant fails to apply for or return to employment with the Employer, as determined under USERRA.
- (5) *Applicable State Law.* The Plan Administrator shall permit a Participant to continue Benefits under the Plan as required under any applicable state law to the extent that such law is not pre-empted by federal law.
- (6) *Paid Leave of Absence.* A Participant shall not be entitled to revoke participation in any Benefits during a paid leave of absence except in accordance with Article 4.

Section 3.04 TERMINATION OF PARTICIPATION

If a Participant remains an Employee but is no longer an Eligible Employee (e.g., due to a change in job classification), his or her participation in the Plan shall terminate on the date on which the Participant ceases to be an Eligible Employee, unless provided otherwise herein or in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he or she shall be eligible to participate in the Plan as of the first day of the subsequent Plan Year, unless earlier participation is required by applicable law or permitted pursuant to Section 4.03.

Section 3.05 TERMINATION OF EMPLOYMENT

If a Participant has a Termination of Employment, his or her participation in the Plan shall be governed in accordance with the terms of the applicable Benefit as provided herein.

Section 3.06 REEMPLOYMENT

- (a) Except as otherwise provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate Benefit elections for Eligible Employees who are rehired by an Employer within 30 days of a Termination. If an Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days following the date of Termination, the Plan Administrator may allow the Eligible Employee to elect to reinstate the Benefit election in effect at the time of Termination or to make a new election under the Plan, unless otherwise provided herein or in the Adoption Agreement.
- (b) *Ineligible Employees.* An Employee who has a Termination of Employment and who is subsequently reemployed by the Employer but is not an Eligible Employee shall be eligible to participate on the date the individual becomes an Eligible Employee and, at that time, may elect to participate in the Plan in accordance with Article 4.

ARTICLE 4. BENEFITS AND PARTICIPATION

Section 4.01 BENEFIT OPTIONS

Each Participant may elect to participate in the following Benefits to the extent selected in the Adoption Agreement, pursuant to the applicable Article herein:

- (a) Premium Conversion Account
- (b) General Purpose Health Flexible Spending Account
- (c) HSA-Compatible Health Flexible Spending Account
- (d) Dependent Care Assistance Plan Account
- (e) Adoption Assistance Flexible Spending Account
- (f) Health Savings Account
- (g) PTO Purchase/Sale
- (h) 401(k) Plan Contributions
- (i) Flexible Benefit Credits

Section 4.02 ELECTION TO PARTICIPATE

ARTICLE 4. BENEFITS AND PARTICIPATION

- (a) *Elections to Participate.* The Plan Administrator shall prescribe such forms and may require such data from an Eligible Employee as are reasonably required and permitted under applicable law to enroll the Eligible Employee in the Plan or to effectuate any elections made pursuant to this Article 4. The Plan Administrator may adopt procedures governing the elections described in this Article 4, including, without limitation, a minimum annual and per pay-period contribution amount, a maximum contribution per pay-period amount consistent with applicable annual limits, and the ability of a Participant to make after-tax contributions to the Plan.
- (b) *New Employees.* An Eligible Employee may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 30 days after the date the Eligible Employee becomes an Employee. The election will be effective as of the Employee's hire date; provided, however, that amounts used to pay for such election must be made from Compensation not yet currently available on the date of the election.
- (c) *Newly Eligible Employees.* An Employee who becomes an Eligible Employee (for example, after satisfying the Plan's age and/or service requirements, if any) may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 31 days after the date the Employee becomes an Eligible Employee. The election will be effective on a prospective basis.
- (d) *Continuing Eligible Employees.* An Eligible Employee may elect to enroll in the Plan or to modify or revoke his or her election during the period established by the Plan Administrator that precedes the Plan Year for which the election will be effective, except as provided in Article 9 and Article 10.
- (e) *Failure to Elect.* If an Eligible Employee does not make an election in accordance with the required enrollment procedures with respect to any or all Benefits under the Plan, the Eligible Employee will be deemed to have elected not to participate in such Benefit for the applicable Plan Year, except as otherwise provided herein or specified in the Adoption Agreement.

Section 4.03 MID-YEAR ELECTION CHANGES

An Eligible Employee's election to participate in a Benefit, other than an HSA, hereunder is irrevocable during the Plan Year, except that an Eligible Employee may change his or her election during the Plan Year no later than the end of the 31-day period beginning on the date of a Change in Status, unless provided otherwise in the Adoption Agreement. The election change must be on account of and correspond with a Change in Status that affects eligibility for coverage under the Plan.

A "Change in Status" means events described in Treasury Regulation section 1.125-4. Change in Status includes, but is not limited to, the following, to the extent provided in the Adoption Agreement:

- (a) *Legal Marital Status.* Events that change an Eligible Employee's legal marital status, including marriage, death of spouse, divorce, legal separation, and annulment.
- (b) *Number of Dependents.* Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.
- (c) *Employment Status.* Any of the following events that change the employment status of the Eligible Employee, the Eligible Employee's spouse, or the Eligible Employee's Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite. In addition, if the eligibility conditions of the Plan or other employee benefit plan of the Employer of the Eligible Employee or the Eligible Employee's Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this paragraph (c).
- (d) *Dependent satisfies or ceases to satisfy eligibility requirements.* Events that cause an Eligible Employee's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.
- (e) *Residence.* A change in the place of residence of the Eligible Employee or the Eligible Employee's spouse or Dependent.
- (f) *Adoption Assistance.* For purposes of adoption assistance provided through the Plan, the commencement or termination of an adoption proceeding.
- (g) *COBRA.* If the Eligible Employee or the Eligible Employee's spouse or Dependent becomes eligible for continuation coverage under an Employer's group health plan as provided in Code section 4980B or any similar state law, the Eligible Employee may elect to increase contributions to his or her Premium Conversion Account under the Plan in order to pay for the continuation coverage.
- (h) *Court Order.* A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in ERISA section 609) that requires accident or health coverage for an Eligible Employee's child or for a foster child who is a Dependent of the employee. The Eligible Employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the Eligible Employee's spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- (i) *Entitlement to Medicare or Medicaid.* If an Eligible Employee or an Eligible Employee's spouse or Dependent who is enrolled in an Employer's accident or health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title

ARTICLE 4. BENEFITS AND PARTICIPATION

XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Eligible Employee may make a prospective election change to cancel or reduce coverage of that Employee, spouse, or Dependent under the Employer-sponsored accident or health plan. In addition, if an Eligible Employee or an Eligible Employee's spouse or Dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the Eligible Employee may make a prospective election to commence or increase his or her coverage or the coverage of his or her spouse or Dependent, as applicable, under the Employer-sponsored accident or health plan.

(j) *Significant Cost or Coverage Changes.*

- (1) *Automatic Changes.* If the cost of an Employer-sponsored Contract premium increases (or decreases) during a period of coverage and, under the terms of the Contract, Eligible Employees are required to make a corresponding change in their payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in affected Eligible Employees' elective contributions for the Plan.
- (2) *Significant Cost Changes.* If the cost charged to an Eligible Employee for a Contract benefit package option significantly increases or significantly decreases during a period of coverage, the Plan may permit the Eligible Employee to make a corresponding change in an election under the Plan. Changes that may be made include commencing participation in the Plan for the option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other benefit package option providing similar coverage is available. For example, if the cost of an indemnity option under an accident or health plan significantly increases during a period of coverage, Eligible Employees who are covered by the indemnity option may make a corresponding prospective increase in their payments or may instead elect to revoke their election for the indemnity option and, in lieu thereof, elect coverage under another benefit package option including an HMO option (or drop coverage under the accident or health plan if no other benefit package option is offered).

A cost increase or decrease refers to an increase or decrease in the amount of the elective contributions under the Plan, whether that increase or decrease results from an action taken by the Eligible Employee (such as switching between full-time and part-time status) or from an action taken by an Employer (such as reducing the amount of Employer contributions for a class of Eligible Employees).

This paragraph (j) applies in the case of the Dependent Care Assistance Plan Account only if the cost change is imposed by a Dependent care provider who is not a relative of the Eligible Employee as described in Code section 152(a)(1) through (8), incorporating the rules of Code section 152(b)(1) and (2). This paragraph (j) does not apply to Health FSAs.

- (k) *Significant Curtailment Without Loss of Coverage.* If an Eligible Employee or an Eligible Employee's spouse and/or Dependent has a significant curtailment of coverage under a Contract during a period of coverage that is not a loss of coverage as described in paragraph (l) of this section (for example, there is a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under the Contract), the Eligible Employee may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefit package option providing similar coverage. This paragraph (k) does not apply to Health FSAs.
- (l) *Significant Curtailment With Loss of Coverage.* If an Eligible Employee (or an Eligible Employee's spouse or Dependent) has a significant curtailment that is a loss of coverage, the Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. For purposes of this paragraph (l), a loss of coverage means:
 - (1) a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation);
 - (2) a substantial decrease in the medical care providers available under the Contract (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
 - (3) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Eligible Employee or the Eligible Employee's spouse or Dependent is currently in a course of treatment; or
 - (4) any other similar fundamental loss of coverage as determined by the Plan Administrator's in its sole discretion.

This paragraph (l) does not apply to Health FSAs.

- (m) *Addition or Improvement of a Benefit Package Option.* If the Plan or a Contract adds a new benefit package option or other coverage option, or if coverage under an existing benefit package option or other coverage option is significantly improved during a period of coverage, an Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, to make an election on a prospective basis for coverage under the new or improved benefit package option. This paragraph (m) does not apply to Health FSAs.
- (n) *Change in Coverage Under Another Employer Plan.* An Eligible Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including another plan of the Employer or of another employer) if -
 - (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under paragraphs (a) through (o) of this section (disregarding this paragraph (n)(1)); or

ARTICLE 4. BENEFITS AND PARTICIPATION

(2) This Plan permits Eligible Employees to make an election for a Plan Year that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.

This paragraph (n) does not apply to Health FSAs.

- (o) *FMLA.* If a Participant contributes to the cost of such Benefit, he or she may revoke coverage or continue coverage but discontinue payment of his or her share of the cost of a Benefit that provides group health plan coverage (including a Health FSA) during the period of a leave of absence under FMLA. An Eligible Employee who revokes coverage shall be entitled to reinstate coverage upon returning from a leave of absence under FMLA.
- (p) *Loss of Coverage Under Other Group Health Coverage.* An Eligible Employee may make an election on a prospective basis to add coverage under the Plan for the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent if the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including a State's children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(40)), the Indian Health Service, or a tribal organization; a State health benefits risk pool; or a Foreign government group health plan. This paragraph (p) does not apply to Health FSAs.
- (q) *Revocation due to Reduction in Hours of Service.* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the Employer-sponsored group health plan and (2) the revocation of the election of coverage under the Employer-sponsored group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- (r) *Enrollment in a Qualified Health Plan.* A Participant may prospectively elect to cancel contribution for and payment of the employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant is eligible for a special enrollment period to enroll in a "qualified health plan" through a competitive marketplace established under Section 1311 of the Patient Protection and Affordable Care Act ("Marketplace") or the Employee seeks to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.
The Plan Administrator reserves the right to determine whether an Eligible Employee has experienced a Change in Status and whether the Eligible Employee's requested election is consistent with such Change in Status.
- (s) *Enrollment of related individual(s) in a Qualified Health Plan.* If the Adoption Agreement permits Participants to revoke an election of coverage under a group health plan due to enrollment of a family member in a qualified health plan offered through a Marketplace established under section 1311 of the Patient Protection and Affordable Care Act, the following conditions must be met:
- (1) One or more related individuals to the Participant are eligible for a special enrollment period to enroll in a qualified health plan through the Marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals to the Participant seeks to enroll in a qualified health plan through a marketplace during the Marketplace's open enrollment period; and
 - (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the related individual or related individuals of the Participant in a qualified health plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked. If the Participant does not enroll in a qualified health plan through the Marketplace, the Participant must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

The Plan Administrator may rely on the reasonable representation of the Participant that the Participant and/or related individuals have enrolled or intend to enroll in a qualified health plan.

ARTICLE 5. PREMIUM CONVERSION ACCOUNT**Section 5.01 IN GENERAL**

To the extent that the Adoption Agreement authorizes Premium Conversion Accounts, an Employee may elect to have a portion of his or her Compensation applied by the Employer toward the Premium Conversion Account. The Account established under this Article 5 is intended to qualify under Code sections 79 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

ARTICLE 5. PREMIUM CONVERSION ACCOUNT**Section 5.02** **ELIGIBLE EMPLOYEES**

All Employees are eligible to participate in the Premium Conversion Account, except as otherwise specified in the Adoption Agreement.

Section 5.03 **ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the Premium Conversion Account in accordance with Article 4. Except as otherwise provided in the Adoption Agreement, all Employees will automatically be enrolled in the Premium Conversion Account and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee for participation in Employer-sponsored Contract(s) unless he or she affirmatively elects otherwise in accordance with Section 4.02.
- (b) *Contributions.* A Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation. The amount of a Participant's contribution to the Premium Conversion Account shall be equal to the amount of the Participant's portion of the premium on the applicable Contract. Except as elected in the Adoption Agreement, if the amount of the Participant's portion of the applicable premium on the Contract increases or decreases, the Participant's contribution to the Premium Conversion Account will automatically be adjusted to reflect the increase or decrease.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a Premium Conversion Account for the Plan Year with respect to non-Employer sponsored Contracts, regardless of the election he or she had in effect for the prior Plan Year. In addition, an Eligible Employee who affirmatively elected not to participate in the Premium Conversion Account for the Plan Year with respect to Employer-sponsored Contracts will not be enrolled in the Premium Conversion Account for any Plan Year until he or she affirmatively elects to participate in the Premium Conversion Account with respect to Employer-sponsored Contracts in accordance with Article 4.

Section 5.04 **ELIGIBLE EXPENSES**

A Participant's Premium Conversion Account will be debited for amounts applied to the Employee-paid portion of the applicable Contract premiums. The Plan Administrator will not direct the Employer to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

Contributions to the Premium Conversion Account for Code section 79 coverage (group term life insurance) shall be made on an after-tax basis to the extent that the premiums relate to coverage in excess of the limit described in Code section 79(a).

Section 5.05 **TERMINATION OF EMPLOYMENT**

Upon a Participant's Termination of Employment, the Participant's contributions to the Premium Conversion Account will cease, except with respect to contributions for COBRA continuation coverage under the Employer-sponsored Contract, if applicable. Coverage under the applicable Contract may continue in accordance with the terms of the Contract for the remainder of the period of coverage with respect to which the required Contract premium has been paid.

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNT

Section 6.01 **IN GENERAL**

To the extent that the Adoption Agreement authorizes Health Flexible Spending Accounts, an Eligible Employee may elect to participate in a General Purpose Health Flexible Spending Account in accordance with this Article 6. The Account established under this Article 6 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 6.02 **ELIGIBLE EMPLOYEES**

The Employees identified in Article 3 are eligible to participate in the General Purpose Health Flexible Spending Account, except as otherwise specified in the Adoption Agreement. An Employee who is not eligible to participate in an Employer-sponsored group health plan is not eligible to participate in the General Purpose Health Flexible Savings Account. An Eligible Employee who has elected to participate in the HSA Benefit and/or

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNT

the HSA-Compatible Health FSA Benefit is not eligible to participate in the General Purpose Health FSA Benefit under this Article 6.

Section 6.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the General Purpose Health FSA and elect to have a portion of his or her Compensation contributed to a General Purpose Health FSA in accordance with Article 4. A Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's General Purpose Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a General Purpose Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 6.04 LIMITS

- (a) The amount of an Eligible Employee's contribution to a Health Flexible Spending Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted. The Code section 125(i) limit is reduced by the amount of Flex Credits, if any, that a Participant may elect to receive in cash as set forth in the Adoption Agreement or as a taxable benefit.
- (b) Employer contributions to a Participant's Health FSA will not exceed the greater of (a) two times the amount elected in the Participant's Salary Reduction Agreement to be contributed to the Health FSA for the Plan Year, including Flex Credits the Participant elects to contribute to the Health FSA, if applicable or, (b) \$500 plus the amount elected in the Participant's Salary Reduction Agreement and any Flex Credits contributed to the Health FSA. If the Plan provides for Flex Credits but does not allow the cash out of the Flex Credits, the maximum amount of Flex Credits that a Participant can elect contribute to the Health FSA shall be treated as an Employer contribution for purposes of this Section 6.04(b).

Section 6.05 ELIGIBLE EXPENSES

- (a) *Debits from the Health FSA.* A Participant's Health FSA will be debited for expenses described in this Section 6.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the Health FSA, less any reimbursements already disbursed from the General Purpose Health FSA, shall be available to the Participant at any time during the Plan Year without regard to the balance in the General Purpose Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her General Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (or Grace Period, if applicable), (ii) incurred while he or she is a Participant in the Plan, and (iii) excludable under Code section 105(b); provided that such expenses are not covered, paid or reimbursed from any other source. For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:
 - (1) *Michelle's Law.* "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
 - (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.

Section 6.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's General Purpose Health FSA for eligible expenses incurred during the Plan Year. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's General Purpose Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded. No claims incurred during a Grace Period shall be reimbursed from a General Purpose Health FSA if the Plan permits carry over of General Purpose Health FSA balances under Section 6.07(b).
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her General Purpose Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNT

the Plan Administrator.

- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant or, (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from General Purpose Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. Notwithstanding the foregoing payment schedule, the Plan Administrator may provide that payments/reimbursements from the General Purpose Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Coordination with HRA.* A Participant who is also eligible to participate in an HRA sponsored by the Employer shall not be entitled to payment/reimbursement under the General Purpose Health FSA for expenses that are reimbursable under both the General Purpose Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the General Purpose Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the General Purpose Health FSA have been paid.
- (e) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her General Purpose Health FSA.
- (f) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible General Purpose Health FSA expenses.

Section 6.07 FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's General Purpose Health FSA at the end of any Plan Year subject to the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall be used to (1) pay administrative expenses, (2) offset losses to the Health FSA due to reimbursements exceeding contributions for the Plan Year, (3) reduce the required salary reduction amounts for the next Plan Year, (4) reduce the required employer contributions for the next Plan Year, (4) reallocate to participants on a uniform basis, and/or (5) any other use allowed under all applicable laws and regulations. If the General Purpose Health FSA is not subject to ERISA, the forfeited amount can be returned to the Employer.
- (b) *Carryovers.* Notwithstanding subsection (a), and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 (as indexed) of any amount remaining unused as of the end of the Plan Year in a Participant's General Purpose Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the General Purpose Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the Plan Year to which it is carried over. Any unused amount remaining in the General Purpose Health FSA in excess of \$500 as indexed (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the rollover in the following Plan Year, provided that any such procedure is non-discriminatory.

Section 6.08 CARRYOVER TO AN HSA-COMPATIBLE HEALTH FSA

If a Participant who has elected a General Purpose Health FSA for a given Plan Year establishes a Health Savings Account under the Plan or otherwise for the subsequent Plan Year, he or she may elect (or may be deemed by the Plan Administrator to have elected) as of the last day of the Plan Year (the "Conversion Date") to carryover the balance in his or her General Purpose Health FSA to an available HSA-Compatible Health FSA for the subsequent Plan Year if so elected in the Adoption Agreement. An HSA-Compatible Health FSA cannot be converted into a General Purpose Health FSA.

Section 6.09 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 6.10 QUALIFIED RESERVIST DISTRIBUTIONS

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNT

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his General Purpose Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit General Purpose Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

Section 6.11 SEPARATE PLAN

Although described within this document, the General Purpose Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The General Purpose Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT**Section 7.01 IN GENERAL**

To the extent that the Adoption Agreement authorizes Limited Purpose Health Flexible Spending Accounts and/or Post-Deductible Health Flexible Spending Accounts (collectively, "HSA-Compatible Health FSAs"), an Eligible Employee may elect to have a portion of his or her Compensation contributed to an HSA-Compatible Health FSA. The Account established under this Article 7 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 7.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the HSA-Compatible Health FSA Benefit except as specified in the Adoption Agreement. An Employee who is not eligible to participate in Employer-sponsored group health plan is not eligible to participate in the HSA-Compatible Health FSA. A Participant who has elected the Health FSA under Article 6 is not eligible to elect an HSA-Compatible Health FSA except as otherwise provided in Section 6.08.

Section 7.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in an HSA-Compatible Health FSA in accordance with Article 4. An HSA-Compatible Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03.
- (b) *Contributions.* A Participant's HSA-Compatible Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA-Compatible Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 7.04 LIMITS

The amount of contribution to a Participant's HSA-Compatible Health FSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted.

Section 7.05 ELIGIBLE EXPENSES

- (a) *Debits from the HSA-Compatible Health FSA.* A Participant's HSA-Compatible Health FSA will be debited for expenses described in

ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT

this Section 7.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the HSA-Compatible Health FSA, less any reimbursements already disbursed for the Plan, shall be available to the Participant at any time during the Plan Year without regard to the balance in the HSA-Compatible Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.

- (b) *Eligible Expenses.*
- (1) *Limited Purpose Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Limited Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), (iv) incurred for dental or vision care or for preventive care (as defined under Code section 223(c)(2)(C)), and (v) incurred for telehealth services as defined in Code section 223(c)(2)(E); provided that such expenses that are not covered, paid or reimbursed from any other source.
 - (2) *Post-Deductible Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Post-Deductible Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), and (iv) incurred after the Participant has satisfied the minimum annual deductible under Code section 223(c)(2)(A)(i), provided that such expenses that are not covered, paid or reimbursed from any other source.
- (c) For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:
- (1) *Michelle's Law.* Unless otherwise provided in the Adoption Agreement, "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a Dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
 - (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.

Section 7.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's HSA-Compatible Health FSA for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in an HSA-Compatible Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a "Grace Period" beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her HSA-Compatible Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Substantiation of Claims.* A Participant's claim for reimbursement from a Post-Deductible Health FSA must include information from an independent third party that the deductible for his or her high-deductible health plan has been satisfied. A Participant's claims for reimbursement from a Limited-Purpose Health FSA must include information from an independent third-party that the medical expenses to be reimbursed are for vision care, dental care or preventive care.
- (d) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from the HSA-Compatible Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator may provide that payments/reimbursements from the HSA-Compatible Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (e) *Coordination with HRA.* A Participant who is also eligible to participate in ("an HRA") sponsored by the Employer shall not be entitled to payment/reimbursement under the HSA-Compatible Health FSA for expenses that are reimbursable under both the HSA-Compatible Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the HSA-Compatible Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the HSA-Compatible Health FSA have been paid.
- (f) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her HSA-Compatible Health FSA.
- (g) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of

ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT

eligible HSA-Compatible Health FSA expenses.

Section 7.07 FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's HSA-Compatible Health FSA at the end of any Plan Year, subject to the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall be used to (1) pay administrative expenses, (2) offset losses to the Health FSA due to reimbursements exceeding contributions for the Plan Year, (3) reduce the required salary reduction amounts for the next Plan Year, (4) reduce the required employer contributions for the next Plan Year, (4) reallocate to participants on a uniform basis, and/or (5) any other use allowed under all applicable laws and regulations. If the HSA-Compatible Health FSA is not subject to ERISA, the forfeited amount can be returned to the Employer. Subject to Section 7.06(a) allowing for reimbursement of eligible expenses incurred during the Grace Period and subject to subsection (b) below, unused contributions to an HSA-Compatible Health FSA remaining at the end of a Plan Year may not be cashed-out or converted to any other taxable or nontaxable benefit.
- (b) *Carryovers.* Notwithstanding subsection (a) and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 (as indexed) of any amount remaining unused as of the end of the Plan Year in a Participant's HSA-Compatible Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the HSA-Compatible Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the entire Plan Year to which it is carried over. Any unused amount remaining in the HSA-Compatible Health FSA in excess of \$500 as indexed (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the carryover in the following Plan Year, provided that any such procedure is non-discriminatory.

Section 7.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's HSA-Compatible Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's HSA-Compatible Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 7.09 QUALIFIED RESERVIST DISTRIBUTIONS

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his HSA-Compatible Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit HSA-Compatible Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

Section 7.10 SEPARATE PLAN

Although described within this document, the HSA-Compatible Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT

ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT**Section 8.01 IN GENERAL**

To the extent that the Adoption Agreement authorizes Dependent Care Assistance Plan Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a DCAP Account. The Account established under this Article 8 is intended to qualify as a dependent care assistance program under Code section 129 and shall be interpreted in a manner consistent with such Code section.

Section 8.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the Dependent Care Assistance Plan Account, except as specified in the Adoption Agreement.

Section 8.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the DCAP Account in accordance with Article 4.
- (b) *Contributions.* A Participant's DCAP Account will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a DCAP Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 8.04 LIMITS

The amount of all contributions to a Participant's DCAP Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 129(a)(2), as adjusted.

Section 8.05 ELIGIBLE EXPENSES

- (a) *Debits from the DCAP Account.* A Participant's DCAP Account will be debited for expenses described in this Section 8.05. However, the Plan Administrator will not direct the Employer to reimburse such expenses to the extent the reimbursement exceeds the balance of the Participant's DCAP Account, except as otherwise provided in the Adoption Agreement.
- (b) *Eligible Expenses.*
 - (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her DCAP Account for Dependent Care Expenses that are: (i) incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Dependent Care Expenses (as defined in Section 8.05(b)(2) below), provided that such expenses that are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the such expenses.
 - (2) "Dependent Care Expenses" are expenses incurred for the care of a Qualifying Individual, as defined in Code section 21(b)(1) and generally includes either: (i) a Dependent who is under age 13, or (ii) the Participant's spouse or Dependent who lives with the Participant and is physically or mentally incapable of caring for himself/herself. However, these expenses are Dependent Care Expenses only if they allow the Participant to be gainfully employed. Dependent Care Expenses include expenses for household services and expenses for the care of a Qualifying Individual. Such term shall not include any amount paid for services outside the Participant's household at a camp where the Qualifying Individual stays overnight. Expenses described in this subsection (2) that are incurred for services outside the Participant's household are not taken into account if they are incurred on behalf of the Participant's spouse or Dependent who is physically or mentally incapable of caring for himself/herself unless such individual lives at least eight hours per day in the Participant household. Expenses incurred at a dependent care center are taken into account only if such center complies with all applicable laws and regulations of a state or local government, the center provides care for more than six individuals, and the center receives a fee, payment, or grant for providing services for any of the individuals.

Section 8.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's DCAP Account for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's DCAP Account at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with IRS Notice 2005-42, as amended or superseded. If the Adoption Agreement so provides, an individual who ceases to be a Participant in the Plan (due to Termination or any other reason) may spend down his or her

ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT

unused DCAP Account expenses, and such individuals may be reimbursed for unused benefits through the end of the Plan Year in which the Termination of Participation occurs (or end of the Grace Period if applicable) to the extent the claims do not exceed the balance of the DCAP Account.

- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her DCAP Account during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from DCAP Account. The Plan Administrator may provide that payments/reimbursements from the DCAP Account of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible DCAP Account expenses.

Section 8.07 FORFEITURES

Any balance remaining in a Participant's DCAP Account at the end of any Plan Year (or after the Grace Period described in Section 8.06(a), if applicable) shall be forfeited and shall remain the property of the Employer. Unused contributions to a DCAP Account may not be cashed-out or converted to any other taxable or nontaxable benefit.

Section 8.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's DCAP Account shall cease upon Termination of Employment. Any balance remaining in a Participant's DCAP Account on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 8.09 SEPARATE PLAN

Although described within this document, the DCAP Account is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 129. The DCAP Account is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 9. HEALTH SAVINGS ACCOUNT

Section 9.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Health Savings Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a Health Savings Account. The Account established under this Article 9 is intended to qualify as a health savings account under Code section 223 and shall be interpreted in a manner consistent with such Code section.

Section 9.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 who, as of the first day of the month, are enrolled in a high deductible health plan as defined in Code section 223(c)(2) are eligible to participate in the Health Savings Account for the month, except as specified in the Adoption Agreement. An Eligible Employee who has elected to participate in a General Purpose Health FSA is not eligible to participate in the HSA Benefit under this Article 9. A Participant who has elected the General Purpose Health FSA Benefit that is in effect on the last day of a Plan Year cannot elect the HSA Benefit under this Article 9 for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's General Purpose Health FSA is \$0 as of the last day of such Plan Year. An Eligible Employee who is not enrolled in a high deductible health plan as defined in Code section 223(c)(2) is not eligible to elect the HSA Benefit.

ARTICLE 9. HEALTH SAVINGS ACCOUNT**Section 9.03 ENROLLMENT**

- (a) *Enrollment.* An Eligible Employee may enroll in the HSA in accordance with Article 4. An HSA election may be modified as determined by the Plan Administrator, but no less frequently than monthly, provided, however, that any modification of an election during the Plan Year shall apply on a prospective basis only. A participant who becomes ineligible to make HSA contributions may prospectively revoke his or her HSA contribution election.
- (b) *Contributions.* A Participant's HSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 9.04 LIMITS

The amount of contributions to a Participant's HSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 223(b), as adjusted.

Section 9.05 ADMINISTRATION

The HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the Employer does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of HSA contributions by the Employer and by the Participant, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

Section 9.06 TERMINATION OF EMPLOYMENT

Except as expressly provided herein, all contributions to a Participant's HSA will terminate upon a Termination of Employment. The Participant will continue to be eligible to receive a distribution from his or her HSA in accordance with the terms of the documents governing the HSA.

ARTICLE 10. ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT

Section 10.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Adoption Assistance Flexible Spending Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to an Adoption Assistance FSA. The Account established under this Article 10 is intended to qualify as an adoption assistance program under Code section 137 and shall be interpreted in a manner consistent with such Code section.

Section 10.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the Adoption Assistance FSA, except as specified in the Adoption Agreement.

Section 10.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the Adoption Assistance FSA in accordance with Article 4.
- (b) *Contributions.* A Participant's Adoption Assistance FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an Adoption Assistance FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 10.04 LIMITS

The amount of contributions to a Participant's Adoption Assistance FSA shall not exceed the maximum annual limit described in the Adoption

ARTICLE 10. ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT

Agreement, and in no event shall exceed the limitations set forth in Code section 137(b)(1).

Section 10.05 ELIGIBLE EXPENSES

- (a) *Debits from the Adoption Assistance FSA.* A Participant's Adoption Assistance FSA will be debited for expenses described in this Section 10.05. However, the Plan Administrator will not direct the Employer to reimburse such expenses to the extent the reimbursement exceeds the balance of a Participant's Adoption Assistance FSA, except as otherwise provided in the Adoption Agreement.
- (b) *Eligible Expenses.*
- (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Adoption Assistance FSA for expenses that: (i) are incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Adoption Expenses, (as defined in Section 10.05(b)(2) below) provided that such expenses are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the such expenses.
 - (2) "Adoption Expenses" are the reasonable and necessary adoption fees, court costs, attorney fees and other expenses that are (i) directly related to the legal adoption of an Eligible Child by the Participant and (ii) not incurred in violation of state or federal law or in carrying out any surrogate parenting arrangement. For purposes of this paragraph, an "Eligible Child" is a child under age 18 or a child who is physically or mentally incapable of caring for himself/herself. An Eligible Child does not include a child of the Participant's spouse. In the case of an adoption of a child who is not a citizen or resident of the United States, any Adoption Expense with respect to such adoption is not reimbursable until such adoption becomes final.

Section 10.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's Adoption Assistance FSA for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's Adoption Assistance FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a "Grace Period" beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her Adoption Assistance FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Substantiation of Claims.* A Participant's claim for reimbursement from an Adoption Assistance FSA must include reasonable substantiation that the claim constitutes an Adoption Expense eligible for reimbursement under the Plan.
- (d) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall reimburse the Participant. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator may provide that payments/reimbursements from the Adoption Assistance FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.

Section 10.07 FORFEITURES

Any balance remaining in a Participant's Adoption Assistance FSA at the end of any Plan Year (or after the Grace Period described in Section 10.06(a), if applicable), shall be forfeited and shall remain the property of the Employer.

Section 10.08 TERMINATION OF EMPLOYMENT

Except as expressly provided herein, any balance remaining in a Participant's Adoption Assistance FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 10.09 SEPARATE PLAN

Although described within this document, the Adoption Assistance FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 137. The Adoption Assistance FSA is also a separate plan for purposes of ERISA, HIPAA,

ARTICLE 10. ADOPTION ASSISTANCE FLEXIBLE SPENDING ACCOUNT

and COBRA, if applicable.

ARTICLE 11. OTHER BENEFITSSection 11.01 FLEX CREDITS

- (a) *In General.* To the extent the Adoption Agreement authorizes Flex Credits, an Employer may make a non-elective contribution to the Plan that may be used at each Participant's election for one or more Benefits under the Plan.
- (b) *401(k) Contributions.* To the extent provided in the Adoption Agreement, an Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the Qualified Plan, the applicable provisions of which are incorporated herein by reference. All claims for benefits that are provided under the Qualified Plan shall be governed by the terms of the Qualified Plan.

Section 11.02 PURCHASE/SALE OF PTO

- (a) *In General.* To the extent that the Adoption Agreement authorizes the purchase and/or sale of PTO, an Eligible Employee may elect to purchase PTO days and/or sell PTO days.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to purchase/sell PTO days, except as specified in the Adoption Agreement.
- (c) *Enrollment.* An Eligible Employee may elect to purchase PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with amounts withheld from the Participant's Compensation in accordance with the Participant's Salary Reduction Agreement and any amounts contributed by the Employer pursuant to the Adoption Agreement. The Participant may use these amounts to purchase PTO days.
- (d) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a PTO Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.
- (e) *Forfeiture.* A Participant must use PTO during the Plan Year in which it was purchased. Any unused elective PTO (determined as of the last day of the Plan Year) shall either be paid in cash or be forfeited as of the end of the Plan Year, pursuant to the Adoption Agreement. The Participant must receive the cash on or before the last day of the Plan Year to which the amounts contributed and used to purchase the unused PTO relate.
- (f) *Ordering of Elective and Non-elective PTO.* Participants are deemed to use PTO in the following order:
 - (1) Non-elective PTO (that is, paid time off with respect to which the employee has no election to buy/sell) is used first; then
 - (2) Elective PTO is used after all non-elective PTO is used.
- (g) *Sale of PTO.* An Eligible Employee may elect to sell PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with the value of the PTO sold in accordance with the Eligible Employee's election. The Participant may use the amounts in the PTO Account to purchase other Benefits under the Plan or may cash out the amounts in the PTO Account in accordance with Section 11.03.
- (h) *Carryover of Unused PTO.* To the extent provided in the Adoption Agreement, unused elective PTO (determined as of the last day of the Plan Year) may be carried over to a subsequent Plan Year at the Participant's election, subject to the Employer's PTO policies.

Section 11.03 CASH OUT

- (a) *In General.* To the extent provided in the Adoption Agreement, a Participant may elect to receive a cash distribution of Flex Credits and PTO from the Plan.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to receive a cash distribution from the Plan under this Section 11.03.

ARTICLE 12. SIMPLE CAFETERIA PLANSection 12.01 IN GENERAL

ARTICLE 12. SIMPLE CAFETERIA PLAN

If the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the nondiscrimination requirements of Code sections 125(b), 79(d), 105(h) and 129(d)(2), (3), (4), and (8) shall be treated as met during such year.

Section 12.02 ELIGIBLE EMPLOYERS

- (a) The Plan shall not be a simple cafeteria plan if the Employer employed more than 100 Employees on business days during either of the two years preceding the date of the election. If the Employer was not in existence throughout the preceding year, the number of Employees shall be based on the average number of Employees that it is reasonably expect to employ on business days in the current year.
- (b) If an Employer maintains the Plan as a simple cafeteria plan for its Employees then, if the Employer fails to meet the requirements of subparagraph (a) for any subsequent year, the Plan will continue to be a simple cafeteria plan for such subsequent year with respect to its Employees, unless and until the Employer employs an average of 200 or more Employees on business days during any year preceding any such subsequent year.

Section 12.03 EMPLOYER CONTRIBUTIONS

- (a) *Required Employer Contributions.* The Employer shall make a contribution to provide Qualified Benefits under the Plan on behalf of each Eligible Employee who is not a Highly Compensated Employee or Key Employee (without regard to whether the Eligible Employee makes any salary reduction contribution) in an amount equal to:
 - (1) a uniform percentage (not less than two percent) of the Employee's Compensation for the Plan Year, or
 - (2) an amount which is not less than the lesser of:
 - (A) six percent of the Employee's Compensation for the Plan Year, or
 - (B) twice the amount of the salary reduction contributions of each Eligible Employee who is not a Highly Compensated Employee or Key Employee.
- (b) *Additional Employer Contributions.* An Employer may elect to make additional contributions to the Plan, subject to the terms set forth herein; provided, however, that the rate of contributions with respect to any Participant contribution by a Highly Compensated Employee or Key Employee at any rate of contribution is not greater than the rate of contributions with respect to an employee who is not a Highly Compensated Employee or Key Employee.

Section 12.04 ELIGIBLE EMPLOYEES

To the extent that the Plan is intended to qualify as a simple cafeteria plan under Code section 125, all Employees who had at least 1,000 hours of service for the immediately preceding Plan Year are eligible to participate in the Plan, and each Employee eligible to participate in the Plan may, subject to terms and conditions applicable to all Participants, elect any Benefit available under the Plan.

ARTICLE 13. NONDISCRIMINATION

Section 13.01 NONDISCRIMINATION REQUIREMENTS

Unless the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the following nondiscrimination requirements shall apply:

- (a) *Cafeteria Plan.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate.
- (b) *Group Term Life.* The Plan may not discriminate in favor of Key Employees as to benefits provided or eligibility to participate with respect to any group term life insurance offered pursuant to Section 4.01.
- (c) *Health Flexible Spending Account.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate with respect to the Health FSA.
- (d) *Dependent Care Assistance Plan Accounts.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to DCAP Accounts.
- (e) *Adoption Assistance FSAs.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to Adoption Assistance FSAs.

Section 13.02 ADJUSTMENTS

If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Section 13.02 shall be carried out in a uniform and non-discriminatory manner.

ARTICLE 14. PLAN ADMINISTRATION

Section 14.01 PLAN ADMINISTRATOR

- (a) *Designation.* The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor. The Committee shall elect a chair and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents on its behalf. The Plan Administrator shall also be the Plan "administrator" as such term is defined in section 3(16) of ERISA and the "named fiduciary" of the Plan (only to the extent that the Plan is subject to ERISA).
- (b) *Authority and Responsibility of the Plan Administrator.* The Plan Administration shall have total and complete discretionary power and authority:
- (1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
 - (2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits under the Plan;
 - (3) to determine the amount and manner of any allocations hereunder;
 - (4) to maintain and preserve records relating to the Plan;
 - (5) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;
 - (6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
 - (7) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
 - (8) to determine all questions of the eligibility and of the status of rights of Participants;
 - (9) to adjust Accounts in order to correct errors or omissions;
 - (10) to determine the validity of any judicial order;
 - (11) to retain records on elections and waivers by Participants;
 - (12) to supply such information to any person as may be required; and
 - (13) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.
- (c) *Procedures.* The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.
- (d) *Allocation of Duties and Responsibilities.* The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.
- (e) *Compensation.* The Plan Administrator shall serve without compensation for its services.
- (f) *Expenses.* All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Plan Sponsor.

Section 14.02 INDEMNIFICATION

Unless otherwise provided in the Adoption Agreement, the Plan Sponsor shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA to the extent that the

Plan is subject to ERISA.

ARTICLE 15. AMENDMENT AND TERMINATION

Section 15.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor or its delegate.

Section 15.02 TERMINATION

- (a) It is the intention of the Plan Sponsor that this Plan will continue indefinitely; however, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.
- (b) A participating Employer may terminate its participation in this Plan upon (i) written notice to the Plan Sponsor of its intent to terminate participation in the Plan, (ii) the closing of a merger in which the participating Employer is not the surviving entity and the surviving entity is not an affiliate of the Plan Sponsor, or (iii) the sale of all or substantially all of the participating Employer's assets to an entity that is not an affiliate of the Plan Sponsor.

ARTICLE 16. CLAIMS PROCEDURES

Section 16.01 CONTRACT BENEFIT AND HSA CLAIMS

- (a) *Benefits Provided by Contracts.* Claims and reimbursement for benefits provided under any Contract shall be administered in accordance with the claims procedures for the applicable Contract, as set forth in the Contract's plan documents, summary plan description, and/or similar documentation.
- (b) *HSA Claims.* Claims relating to the HSA shall be administered by the HSA trustee/custodian in accordance with the HSA trust or custodial document between the Participant and such trustee/custodian.

Section 16.02 CLAIMS PROCEDURES FOR PLAN ACCOUNTS (OTHER THAN CONTRACT BENEFITS AND HSA)

- (a) *Claims.* A request for benefits is a "claim" subject to this Section only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that the inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided.
- (b) *Documentation.* A Participant or any other person requesting benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.
- (c) *Health Flexible Spending Account Claims.* This Section 16.02(c) shall apply for any claim for benefits under the Health Flexible Spending Account.
 - (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required

ARTICLE 16. CLAIMS PROCEDURES

information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

- (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA after following the Plan's claims procedures, and (E): (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (2) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The Claimant shall lose the right to appeal if the appeal is not timely made. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:
 - (A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
 - (B) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
 - (C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (D) Provide that the health care professional engaged for purposes of a consultation under Subsection (B) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination.

- (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (D) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.
 - (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Before a suit can be filed in federal court, claims must exhaust internal remedies. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Health Flexible Spending Account must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.
- (d) *Other Plan Account Claims.* This Section 16.02(d) shall apply for any claim for benefits under Accounts other than the Health Flexible Spending Account.
- (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, ordinarily within 90 days after receipt of the claim, unless the Plan Administrator determines additional time is required to make a determination.
 - (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying the reason or reasons for such denial and an explanation of the steps that the Claimant must take if he wishes to appeal the denial.
 - (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan

ARTICLE 16. CLAIMS PROCEDURES

Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall rule on an appeal within a reasonable period of time, ordinarily within 60 days of receipt of the appeal, unless the Plan Administrator determines additional time is required to make a determination.

- (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying the reason or reasons for such denial. The determination rendered by the Plan Administrator shall be binding upon all parties.
- (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Unless otherwise prohibited under the Plan or pursuant to applicable law, before a suit can be filed in court, Claimants must exhaust the Plan's claim procedures. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Section 16.03 REFUNDS/INDEMNIFICATION

If the Plan Administrator determines that any Claimant has directly or indirectly received excess payments/reimbursements or has received payments/reimbursements that are taxable to the Claimant, the Plan Administrator shall notify the Claimant and the Claimant shall repay such excess amount (or at the option of the Plan Administrator, the Claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A Claimant shall indemnify and reimburse the Employer for any liability the Employer may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (a) to the extent permitted by applicable law, offset the Claimant's salary or wages, and/or (b) offset other benefits payable hereunder.

ARTICLE 17. MISCELLANEOUS

Section 17.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan.

Section 17.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 17.03 NO FUNDING REQUIRED

Except as otherwise required by law:

- (a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the Plan shall be made solely out of the general assets of the Employer.
- (b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.
- (c) No person shall have any rights to, or interest in, any Benefit or account other than as expressly authorized in the Plan.

Section 17.04 MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's

procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

To the extent the Plan is not subject to ERISA, any applicable law related to qualified medical child support orders or National Medical Support Notices shall apply and the Plan Administrator shall follow any required procedures under such law.

Section 17.05 GOVERNING LAW

- (a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth identified in the Adoption Agreement, to the extent not preempted by Federal law.
- (b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 17.06 TAX EFFECT

The Employer does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan.

Section 17.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 17.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 17.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 17.10 TRANSFERS

Except as explicitly set forth herein, amounts may not be transferred between Accounts.

Section 17.11 COBRA

If the Plan or Benefit is subject to COBRA (Code section 4980B and other applicable state law) or the Plan Administrator determines that the Plan or Benefit is subject to COBRA, a Participant shall be entitled to continuation coverage as prescribed in Code section 4980B (and the regulations thereunder) or such applicable state statutes.

Section 17.12 CONFLICTS

In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions that must be satisfied to become covered, if any, the benefits Participants are entitled to receive and the circumstances under which coverage terminates.

Section 17.13 DEATH

If a Participant dies, his beneficiaries or his estate may submit claims for expenses or benefits for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her Dependents or a representative of the Participant's estate.

Such payment shall fully discharge the Plan Administrator and the Employer from further liability on account thereof.

ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE

This Article 18 shall only apply in the event that the Health FSA(s) under the Plan constitutes a group health plan as defined in section 2791(a)(2) of the Public Health Service Act or if the Plan Administrator determines that the Plan is subject to the HIPAA privacy and security rules. The Plan will comply with HIPAA as set forth below.

Section 18.01 DEFINITIONS

For purposes of this Article 18, the following terms have the following meanings:

- (a) **Business Associate** means any outside vendor who performs a function or activity on behalf the Plan which involves the creation, use or disclosure of PHI, and includes any subcontractor to whom a Business Associate delegates its obligations.
- (b) **Group Health Benefits** means the medical benefits, dental benefits, vision benefits and, if applicable, employee assistance program benefits offered under the Plan.
- (c) **Individual** means the Participant or the Participant's covered dependents enrolled in any of the Group Health Benefits under the Plan.
- (d) **Notice of Privacy Practices** means a notice explaining the uses and disclosures of PHI that may be made by the Plan, the covered Individuals' rights under the Plan with respect to PHI, and the Plan's legal duties with respect to PHI.
- (e) **Plan Administration Functions** means the administration functions performed by the Plan Sponsor on behalf of the Plan. Plan Administration Functions do not include functions performed by the Plan Sponsor in connection with any other benefit plan of the Plan Sponsor.
- (f) **Protected Health Information ("PHI")** means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that:
- (1) is created or received by the Plan or the Plan Sponsor;
 - (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and
 - (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual.
- PHI includes Protected Health Information that is transmitted by or maintained in electronic media.
- (g) **Summary Health Information** means information summarizing the claims history, claims expenses, or types of claims experienced by an Individual, and from which the following information has been removed:
- (1) names;
 - (2) any geographic information which is more specific than a five digit zip code;
 - (3) all elements of dates relating to a covered Individual (*e.g.*, birth date) or any medical treatment (*e.g.*, admission date) except the year; all ages for a covered Individual if the Individual is over age 89 and all elements of dates, including the year, indicative of such age (except that ages and elements may be aggregated into a single category of age 90 and older);
 - (4) other identifying numbers, such as, Social Security, telephone, fax, or medical record numbers, e-mail addresses, VIN, or serial numbers;
 - (5) facial photographs or biometric identifiers (*e.g.*, finger prints); and
 - (6) any other unique identifying number, characteristic, or code.

Section 18.02 HIPAA PRIVACY COMPLIANCE The Plan's HIPAA privacy compliance rules ("Privacy Rule") are as follows:

- (a) Permitted Use or Disclosure of PHI by Plan Sponsor. Any disclosure to and use by the Plan Sponsor of any PHI will be subject to and consistent with this Section.
- (1) The Plan and health insurance issuer, HMO, or Business Associate servicing the Plan may disclose PHI to the Plan Sponsor to permit the Plan Sponsor to carry out Plan Administration Functions, including but not limited to the following purposes:
 - (A) to provide and conduct Plan Administrative Functions related to payment and health care operations for and on behalf of the

ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE

Plan;

- (B) for auditing claims payments made by the Plan;
 - (C) to request proposals for services to be provided to or on behalf of the Plan; and
 - (D) to investigate fraud or other unlawful acts related to the Plan and committed or reasonably suspected of having been committed by a Plan participant.
- (2) The uses described above in (1) are permissible only if the Notice of Privacy Practices distributed to covered Individuals in accordance with the Privacy Rule states that PHI may be disclosed to the Plan Sponsor.
- (3) The Plan or a health insurance issuer or HMO may disclose to the Plan Sponsor information regarding whether an Individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.
- (b) **Restrictions on Plan Sponsor's Use and Disclosure of PHI.**
- (1) The Plan Sponsor will not use or further disclose PHI, except as permitted or required by the Plan or as required by law.
 - (2) The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides PHI agrees to the restrictions and conditions of this Section.
 - (3) The Plan Sponsor will not, and will not permit a health insurance issuer or HMO to, use or disclose PHI for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
 - (4) The Plan Sponsor will report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures allowed under this Section promptly upon learning of such inconsistent use or disclosure.
 - (5) The Plan Sponsor will make a covered Individual's PHI available to the covered Individual in accordance with the Privacy Rule.
 - (6) The Plan Sponsor will make PHI available for amendment and will, upon notice, amend PHI in accordance with the Privacy Rule.
 - (7) The Plan Sponsor will track certain PHI disclosures it makes so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with the Privacy Rule.
 - (8) The Plan Sponsor will make its internal practices, books, and records, relating to its use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services to determine the Plan's compliance with the Privacy Rule.
 - (9) The Plan Sponsor will, if feasible, return or destroy all PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control) received from the Plan, including all copies of and any data or compilations derived from and allowing identification of any Individual who is the subject of the PHI, when that PHI is no longer needed for the Plan Administration Functions for which the disclosure was made. If it is not feasible to return or destroy all such PHI, the Plan Sponsor will limit the use or disclosure of any PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.
 - (10) When using or disclosing PHI or when requesting PHI from another party, the Plan sponsor must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure, and limit any request for PHI to the minimum necessary to satisfy the purpose of the request.
 - (11) The Plan Sponsor will not use any genetic information for any underwriting purposes.
- (c) **Adequate Separation between the Plan Sponsor and the Plan.**
- (1) Only those employees of the Plan Sponsor, as outlined in the Plan's HIPAA Policies and Procedures, may be given access to PHI received from the Plan or a health insurance issuer, HMO or Business Associate servicing the Plan.
 - (2) The members of the classes of employees identified in the Plan's HIPAA Policies and Procedures will have access to PHI only to perform the Plan Administration Functions that the Plan Sponsor provides for the Plan.
 - (3) The Plan Sponsor will promptly report to the Plan any use or disclosure of PHI in breach, violation of, or noncompliance with, the provisions of this Section of the Plan, as required under this Section, and will cooperate with the Plan to correct the breach, violation or noncompliance, will impose appropriate disciplinary action or sanctions, including termination of employment, on each employee who is responsible for the breach, violation or noncompliance, and will mitigate any deleterious effect of the breach, violation or noncompliance on any Individual covered under the Plan, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance. Regardless of whether a person is disciplined or terminated pursuant to this section, the Plan reserves the right to direct that the Plan Sponsor, and upon receipt of such direction the Plan Sponsor shall, modify or revoke any person's access to or use of PHI.
- (d) **Purpose of Disclosure of Summary Health Information to Plan Sponsor.**
- (1) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan.
 - (2) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.
- (e) **Plan Sponsor Certification.** The Plan Sponsor will provide the Plan with a certification stating that the Plan has been amended to incorporate the terms of this Article and that the Plan Sponsor agrees to abide by these terms. The Plan Sponsor will also provide the

ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE

certification upon request to its health insurance issuers, HMOs and Business Associates of the Plan.

Section 18.03 HIPAA SECURITY COMPLIANCE

To ensure the Plan's compliance with HIPAA's privacy compliance rules ("Security Rule"), the Plan Sponsor will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- (b) Ensure that the adequate separation required by the HIPAA Security Rule is supported by reasonable and appropriate security measures;
- (c) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Plan any security incident of which it becomes aware.

**CITY OF HARTFORD
COUNTY OF VAN BUREN
STATE OF MICHIGAN
RESOLUTION 2025 - 001**



TO APPROVE MSHDA HOUSING READINESS INCENTIVE PROGRAM GRANT

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27, 2025 at 5:30p.m.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, the Michigan State Housing Development Authority (MSHDA) has the Housing Readiness Incentive Grant Program (HRI), which provides funding to implement actions that encourage increasing housing supply and affordability; and

WHEREAS, this grant will significantly contribute to the City’s efforts to update the City’s Master Plan; and

WHEREAS, eligible activities include supporting the adoption of land use policies, master plan updates, and zoning text amendments; and

WHEREAS, the HRI grant, awarded to the City for \$50,000, will update the City’s current 10-year (2015-2025) joint community master plan with Hartford Township; and

WHEREAS, Hartford Township has completed an updated master plan in 2020 that did not include the City, the City will update its master plan separately; and

NOW, THEREFORE BE IT RESOLVED; the Hartford City Commission accepts the \$50,000 grant award from the Michigan State Housing Development Authority (MSHDA).

YEAS: Commissioner’s

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

DATE: January 27, 2025

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 January 27, 2025

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 2025 - 002**



TO AMEND THE CITY OF HARTFORD EMPLOYEE HANDBOOK SECTION - “SOCIAL MEDIA”

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27, 2025 at 5:30p.m.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, the City of Hartford employee handbook has a section that addresses social media; and

WHEREAS, amending the current policy gives employees guidelines regarding social media that is precise and clear regarding the City’s expectations; and

WHEREAS, the current Section “Social Media” of the Employee Handbook will be amended to read as follows:

The City of Hartford understands that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends, and co-workers. However, using social media also presents certain risks and carries with it specific responsibilities. To assist employees in making responsible decisions about using social media, the City has established these guidelines for appropriate use of social media.

The City encourages all employees to remember how information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment, including thinking before posting, being civil to others, respecting others’ opinions, and not posting personal information about others unless they have received their permission. Employees with any questions should review the guidelines in this policy and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

Guidelines

Social media includes all means of communicating, posting information, and content of any sort on the Internet, including an individual's or someone else's weblog or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, employees are responsible for what they post online. Employees may be personally responsible for any litigation that may arise should they make unlawful defamatory, slanderous, or libelous statements against the City, the City Commission, employees of the City, members of the community, suppliers, and vendors. Before creating online content, employees may want to consider some of the risks involved.

The City urges all employees not to post information on social media, which could lead to morale issues in the workplace or detrimentally affect the City’s business. To preserve the City’s goodwill, employees who post a political opinion or an opinion regarding City actions that could pose a threat or actual conflict of interest with the City must include a disclaimer stating **that the opinions expressed are the employee’s personal opinion and not the City’s position.**

Any conduct that is impermissible under the law, if expressed in any other form or forum, is impermissible if expressed through a blog, web page, or social networking, such as Instagram, X, Facebook, or similar sites. Social media postings that include malicious, discriminatory, threatening, intimidating, obscene, defamatory, libelous, or violent statements will not be tolerated. Social media posts that contribute to a hostile work environment or contain discriminatory or harassing content regarding any status protected by law or City policy are also prohibited. City policies apply equally to employee social media usage. Employees who violate this policy may be subject to disciplinary actions up to and including termination.

Posting Information

Guidelines for posting information:

- Employees should never represent themselves as a spokesperson for the City.
- Maintain the confidentiality of the City's confidential information.
- Do not create a link for a blog, website, or other social networking site to a City website that identifies an employee as speaking on behalf of the City.
- Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Employees should keep from using social media during working hours unless they are on nonworking time, such as lunch or break, unless it is work-related as authorized by management or consistent with the employee's job duties (i.e., marketing). Additionally, employees should not use City-owned equipment to access social media unless authorized by management or consistent with the employee's job duties.

NOW, THEREFORE BE IT RESOLVED, the Hartford City Commission approves the amendment to the City's Employee Handbook Section "Social Media", and.

BE IT FURTHER RESOLVED; the amendment will take immediate effect.

YEAS: Commissioner's

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

DATE: January 27, 2025

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 January 27, 2025

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 2025 – 003**



**RESOLUTION TO APPOINT MEMBERS OF THE CITY OF HARTFORD DOWNTOWN
DEVELOPMENT AUTHORITY**

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27 at 5:30pm.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Chapter 31: City Organizations of the City Code provides for an 8-member Downtown Development Authority board appointed by Chief Executive Officer; and

WHEREAS, all 8 seats on the Downtown Development Authority shall be deemed vacant by virtue of the members serving more than 3 years without reappointment, and that, for the first appointments made thereafter, two members shall be appointed to one-year terms, two members shall be appointed two-year terms, two members shall be appointed to three-year terms and two members shall be appointed to four-year terms. A member shall hold office until the member’s successor is appointed. Thereafter, each member shall serve a term of 4 years.

WHEREAS, the City Commission wishes to appoint members to the Downtown Development Authority at the recommendation of the Chief Executive Officer pursuant to Section 31.22.

NOW, THEREFORE BE IT RESOLVED; the following individuals are appointed to serve on the City of Hartford Downtown Development Authority for the terms specified below:

- | | |
|---|-------------------------------------|
| 1. Vacant | - 1 year (ending December 31, 2025) |
| 2. Pete Sinclair, 315 N Center, Sinclair Graphics | - 1 year (ending December 31, 2025) |
| 3. Rick Stevens, Village Auto Wash | - 2 year (ending December 31, 2027) |
| 4. Sandra Banda Tavaréz, Taqueria Y Mariscos El Primo | - 2 year (ending December 31, 2027) |
| 5. Gurnamaskar Singh Sr., Singh Family Enterprise (Citgo) | - 3 year (ending December 31, 2028) |
| 6. Shayne Darling, Hometown Video | - 3 year (ending December 31, 2028) |
| 7. Brian Garland, Arrowhead Bar & Grill | - 4 year (ending December 31, 2029) |
| 8. Mark Kellogg, Kellogg Hardware | - 3 year (ending December 31, 2029) |

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

DATE:

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 January 27, 2025
Date

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 2025 – 004**



RESOLUTION TO APPOINT MEMBERS OF THE CITY OF HARTFORD PLANNING COMMISSION

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27, 2025 at 5:30pm.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Section 151.231(A) of the City Code provides for a 7-member Planning Commission appointed by the City Council; and

WHEREAS, Section 151.231(B) further provides that, as of the effective date of Ordinance No.335-2023, all 7 seats on the Planning Commission shall be deemed vacant by virtue of the members serving more than 3 years without reappointment, and that, for the first appointments made thereafter, two members shall be appointed to one-year terms, two members shall be appointed two-year terms, and three members shall be appointed to three-year terms such that, as nearly as possible, the terms of 1/3 of all members will expire each year thereafter.

WHEREAS, the City Commission wishes to appoint members to the Planning Commission pursuant to Section 151.231(B).

NOW, THEREFORE BE IT RESOLVED,

A. The following individuals are appointed to serve on the City of Hartford Planning Commission for the terms specified below:

- | | | |
|-----------------------|--------------------------------------|----------------------------|
| 1. Vacant | - 1 year (ending December 31, 2025) | |
| 2. Vacant | - 1 year (ending December 31, 2025) | |
| 3. Gage Gardner | - 2 year (ending December 31, 2026) | Appointed January 22, 2024 |
| 4. Steven Ackerman | - 2 years (ending December 31, 2025) | Appointed January 22, 2024 |
| 5. Adolfo Morales Jr. | - 2 years (ending December 31, 2025) | Appointed January 22, 2024 |
| 6. Jenine Kling | - 3 years (ending December 31, 2026) | Appointed January 22, 2024 |
| 7. Timothy Kling | - 3 years (ending December 31, 2026) | Appointed January 22, 2024 |

B. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Commissioners Jane

NAYS: ABSENT:

RESOLUTION DECLARED ADOPTED

DATE:

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 January 27, 2025
Date

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 2025 – 005**



RESOLUTION TO APPOINT MEMBERS OF THE CITY OF HARTFORD BOARD OR REVIEW

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27 at 5:30pm.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, MCL – Section 211.28 of the General Property Tax Act 206 of 1893 defines appointing Board of Review Members; and

WHEREAS, Members appointed to the board of review shall serve for terms of 2 years beginning at noon on January 1 of each odd-numbered year; and

WHEREAS, the City Commission wishes to appoint three members and two alternates to the Board of Review, and

NOW, THEREFORE BE IT RESOLVED; the following individuals are appointed to serve on the City of Hartford Board of Review for the terms specified below:

- | | |
|---------------------------------------|-------------------------------------|
| 1. Alternate - Vacant | - 2 year (ending December 31, 2027) |
| 2. Alternate – Vacant | - 2 year (ending December 31, 2027) |
| 3. Charles Gress, 529 Linden Street | - 2 year (ending December 31, 2027) |
| 4. Donna Pradon, 115 Spaulding Street | - 2 year (ending December 31, 2027) |
| 5. Steve Ackerman, 322 Bowie Street | - 2 year (ending December 31, 2027) |

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

DATE:

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 January 27, 2025
Date

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 2025 - 006**



TO APPROVE FLEXIBLE BENEFIT PLAN

At a Regular meeting of the City of Hartford Commission at 19 West Main Street called to order by Mayor Richard A. Hall on January 27, 2025 at 5:30p.m.

The following resolution was offered:

Moved by Commissioner _____ and supported by Commissioner _____.

WHEREAS, the City of Hartford wishes to offer a flexible spending account (FSA) benefit to its employees; and

WHEREAS, the City Manager is authorized and directed to execute the plan on behalf of the City of Hartford; and

NOW, THEREFORE BE IT RESOLVED; the City Manager or their designee are authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions and including without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law, and

BE IT FURTHER RESOLVED; the plan be adopted in the form attached hereto.

YEAS: Commissioner's

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

DATE: January 27, 2025

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 January 27, 2025

RoxAnn Rodney-Isbrecht, City Clerk
City of Hartford
19 West Main Street, Hartford MI 49057