



City of Hartford
County of Van Buren, State of Michigan

Commission Business Meeting Agenda

Tuesday, April 11, 2023 at 7:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

GUESTS

PUBLIC COMMENT

COMMUNICATIONS

- [1.](#) AEP TRANSMISSIONLINE PROJECT - PUBLIC NOTICE & COMMENT PERIOD

REPORT OF OFFICERS BOARDS & COMMITTEES

Police & Ordinance

Fire Department

Ambulance

Van Buren County

Public Works

Wastewater Treatment Plant

Treasurers, Investment & List of Bills

- [2.](#) List of Bills - 2023 April 11

City Manager

- [3.](#) CM - Weekly Update - 2023 March 31

- [4.](#) CM - Weekly Update - 2023 April 6

APPROVAL OF COMMISSION MINUTES

APPROVAL OF REPORTS

GOALS/OBJECTIVES

- [5.](#) Discussion - SWOT Analysis

OLD BUSINESS

- [6.](#) Discussion - Mass Casualty Event
- [7.](#) Discussion - HPD Update

NEW BUSINESS

- [8.](#) 2022/2023 Audit Proposal - not to exceed \$25,900
- [9.](#) Hartford Chamber - 2023 Strawberry Festival - Request to Close City Streets
- [10.](#) Rural Business Development Grant (RBDG) - Downtown Street Scape
- [11.](#) Resignation for the Planning & Zoning Board - Langston
- [12.](#) Resignation form the Board of Review - Mccarthy
- [13.](#) Discussion - Recreation Council - Liability Insurance
- [14.](#) Request for Proposals - Legal Services
- [15.](#) Van Buren Conservation District - Recycling Program Contract

INTRODUCTION OF RESOLUTIONS OR AMENDMENTS

- [16.](#) Amendment to Ordinance 320-20 Recreational Marihuana Licensing (MARTMA) Licensing of Marihuana Establishments - First Reading
- [17.](#) Amendment to Ordinance 315-17 Establishment of Medical Marihuana Facilities - First Reading

ADJOURNMENT

Roxann Isbrecht

From: Mercs, Deana (EGLE) <MERCSD@michigan.gov>
Sent: Tuesday, April 4, 2023 9:44 AM
To: kdboren@aep.com; nathan.ehlinger@powereng.com; sthemmerly@aep.com; Roxann Isbrecht; City of South Haven Clerk (mkiker@southhavenmi.gov); Bangor Township Clerk (bangortownshipclerk@gmail.com); Geneva Township Clerk (geneva8009@yahoo.com); Hartford Township Clerk (hartfordtownshipclerk@gmail.com); South Haven Township Clerk (bbertorelli@southhaventwp.com); Van Buren County CEA (deyoungc@vanburencountymi.gov); Van Buren County Clerk (clerk@vbco.org); Van Buren County Conservation (alison.brucks@macd.org); Van Buren County Drain Commissioner (parmanj@vbco.org); Cass County Health Department (gfriday@vbcassdhd.org); USACE General Email (except Allegan) (LRE_REG_Michiana@usace.army.mil); carrie_tansy@fws.gov; Diana, Matthew (DNR); Mills, Mark (DNR); Bayha, John (EGLE); Harrison, Zachary (EGLE)
Cc: Haroldson, Derek (EGLE)
Subject: Van Buren County Public Notice for EGLE Submission #: HPM-9XFK-J0TSY and Site Name: 80-69-kV Transmission Line Project-South Haven-Hartford

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), has posted the following notice to the MiEnviro Portal home page. To make comments and view documents please click on the following link: <https://mienviro.michigan.gov/ncore/external/publicnotice/info/998195842384360951/details>

Once the link is open, to view documents click the “Documents” button to view the Public Notice Announcement and the appropriate plans for the project. To leave a comment, please click on the “Add Comment” button. When inputting your comment please do not add any personal identification information (PII) concerning yourself or any other individual, into the comment box, including but not limited to email or telephone number.

The above link will expire 20 days from today’s date.

District Office: [Kalamazoo District Office](#)
 WRD Contact: [Derek Haroldson, haroldsond@michigan.gov](#)
 County: [Van Buren](#)
 Public Notice Start Date: **April 4, 2023**
 Public Notice End Date: **April 24, 2023**
 Site Name: **80-69-kV Transmission Line Project-South Haven-Hartford**
 Application Submission Number: **HPM-9XFK-J0TSY**
 Applicant: [Kelli Boren](#)
 Project Location: [Bangor](#)
 TRS: [01S16W30](#)
 Regulatory Authorities Under NREPA: **Part 31, Water Resources Protection, Part 301, Inland Lakes and Streams, and Part 303, Wetlands Protection**
 The applicant proposes: **Transmission Line Rebuild**

Sincerely,

Deana Mercs

**State of Michigan
Department of Environment, Great Lakes, and Energy**

Water Resources Division
Kalamazoo District Office
7953 Adobe Road, Kalamazoo, MI, 49009-5025
269-567-3500

Site Name: 80-69-kV Transmission Line Project-South Haven-Hartford
Submission Number: HPM-9XFK-J0TSY
Date: April 4, 2023

PUBLIC NOTICE

AEP Indiana Michigan Transmission Company, 212 East 6th Street, Tulsa, OK 74119, has applied to this office for a permit under authority of Part 31, Water Resources Protection, Part 301, Inland Lakes and Streams, and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The applicant proposes to rebuild approximately 17.9 miles of an existing 69-kV transmission line between the existing South Haven and Hartford Substations. Approximately 6.98 acres of temporary wetland impact is proposed for the placement of 16-foot-wide timber matting and work pads. Fourteen streams, one of which will be crossed twice, are proposed to be spanned or crossed with timber matting clear span bridges. Existing wooden monopoles in uplands will be removed and backfilled with native material. Existing wooden monopoles in wetlands will be cut flush with the existing grade. A total of approximately 1,462 cubic yards of fill will be placed in 0.02 acres of wetland to construct 16 steel direct embed or concrete foundation structures. Approximately 190 cubic yards of material is proposed to be placed in approximately 0.23 acres of wetland for a switch access road and pad. A total of approximately 0.99 acres of forested wetland will be permanently converted due to proposed clearing within the existing ROW. Total net floodplain fill is approximately 1 cubic yard. Total proposed permanent wetland impact is 1.24 acres. Wetland mitigation is proposed. The project is located in the following municipalities: City of South Haven, South Haven Township, Geneva Township, City of Bangor, Bangor Township, Hartford Township, City of Hartford in Van Buren County, Michigan, in accordance with plans attached to this notice.

THIS NOTICE IS NOT A PERMIT

The proposed project may also be regulated by one or more additional parts of the NREPA that are administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD). The requirements of all applicable parts are considered in determining if a permit can be issued. When a permit application is received requesting authorization to work in or over the inland waters of the State of Michigan, pursuant to Part 31, Part 301, Part 303 of the NREPA, the NREPA provides that EGLE submit copies for review to the department of public health; the city, village, or township and county where the project is to be located; the local soil conservation district; and any local watershed council organized under Part 311, Local River Management, of the NREPA. Additional notification is provided to certain persons as required by statute or determined by EGLE.

The normal review of a permit application considers the impacts that the encroachment will have on flood stage or discharge characteristics, but does not consider the impact that the proposed work will have on the local community development and land use patterns.

Those persons wanting to make comments on the proposed project shall furnish comments through no later than 20 days from the date of this notice. Comments will be made part of the record and should reference the above application number. Objections must be factual, specific, and fully describe the reasons upon which any objection is founded. Unless a written request is filed with

EGLE within the 20-day public comment period, EGLE may make a decision on the application without a public hearing. The determination as to whether a permit will be issued or a public hearing held will be based on an evaluation of all relevant factors, including the public comments received and the effect of the proposed work on the public trust or interest, including navigation, fish, wildlife, and pollution. The specific permit decision criteria can be found in the parts of the NREPA applicable to this application and listed above. Copies of these parts of the NREPA are available on the public notice Web site. Public comments received will also be considered.

The entire copy of the public notice package may be viewed at the WRD's district office listed on the top of this public notice or online at:

<https://miwaters.deq.state.mi.us/miwaters/#!/external/publicnotice/search>. To access the public notice page online, search for the public notice by location or applicant name, and view by clicking on the "Documents" tab. Comments should be sent electronically by clicking on the "Add Comment" tab. When inputting your comment please do not add any personal identification information (PII) concerning yourself or any other individual, into the comment box, including but not limited to email or telephone number. A hard copy of the public notice may be requested by calling the above number.

cc:

Kelli Boren, AEP, Applicant
City of Bangor Clerk
City of Hartford Clerk
City of South Haven Clerk
Bangor Township Clerk
Geneva Township Clerk
Hartford Township Clerk
South Haven Township Clerk
Van Buren County Clerk
Van Buren County Drain Commissioner
Van Buren County Health Department
Van Buren County Conservation District
Local Postmaster
Shannon Hemmerly, AEP
Nathan Ehlinger, POWER Engineers
Kievit Corporation
Adjoining Property Owners
DNR, Wildlife Division
Matt Diana, DNR, Fisheries Division
John Bayha, EGLE
Zach Harrison, EGLE

Project Alternatives: Describe all options considered as alternatives to the proposed project, and describe how impacts to state and federal regulated waters will be avoided and minimized. This may include other locations, materials, etc.

AEP conducted a siting study to identify a route that best meets the needs of the Project. Environmental data including wetlands and waterbodies, protected species, cultural resources, land use, and other non-environmental inputs were all studied to identify the proposed route. The primary goal for this effort was to identify a route for the Project that (1) reasonably minimizes adverse impacts on area land uses and the natural and cultural environment; (2) minimizes special design requirements and unreasonable costs; and (3) can be constructed and operated in a timely, safe, and reliable manner. AEP identified a study area and mapped existing land use and environmental features within this area. AEP identified various constraints (i.e., areas or features where locating a new transmission line might reduce the overall effect of the line on area land use, residents, and the environment). The effort demonstrated that using the existing ROW would result in reducing impacts to land use and cultural and ecological constraints within the study area over potential line routes requiring new ROW corridors. The no action alternative could result in future outages in the area due to the aging infrastructure. This option is not a desirable alternative for the Project. Furthermore, creating a completely new ROW was considered impractical due to increased residential/commercial impacts and ecological impacts (e.g., tree clearing, wetlands, and other sensitive areas that are currently not impacted), among other factors. During the final line route design, the access roads and work pads were planned in a manner that avoided permanent impacts to wetlands, to the extent practicable; however, temporary matting within wetlands is unavoidable if safe construction practices are followed, and the best route is to co-locate with the existing ROW. Structure locations were placed using information from the wetland and waterbody delineation report (See Additional Uploaded Documentation). All but six concrete foundations and ten direct embed pole structures were placed entirely outside wetland areas. Tree clearing will be minimized as much as possible. Modern construction techniques and best management practices used for the Project will minimize effects on resources. Temporary timber matting will minimize effects in wetland areas where avoidance is not feasible, and sedimentation and erosion controls will minimize the transportation of soil and sediment. The temporary matting will be removed after construction and the area will be seeded with a native mix as needed. Orange construction fencing will demarcate wetland, stream, and other sensitive features not associated with the permitted construction activity.

Project Compensation: Describe how the proposed impacts to state and federal regulated waters will be compensated, OR explain why compensatory mitigation should not be required for the proposed impacts. Include amount, location, and method of compensation (i.e., bank, on-site, preservation, etc.)

Proposed 1:1 mitigation ratio for conversion of approximately 0.997-acre of palustrine forested wetlands to emergent wetlands via Crandell Environmental sponsored mitigation bank. Credits will be purchased after authorization.

Upload any additional information as needed to provide information applicable to your project regarding project purpose sequence, methods, alternatives, or compensation.

[20220914_South Haven-Hartford Wetland Impact Table.pdf - 11/02/2022 03:25 PM](#)

Comment

Per EGLE, we are submitting the application without floodplain data to begin the review process. Floodplain impacts will be determined during the review process.

Resource and Activity Type

SELECT THE ACTIVITIES from the list below that are proposed in your project (check ALL that apply). If you don't see your project type listed, select "Other Project Type". These activities listed require additional information to be gathered later in the application.

Utility Crossings - Above Ground

The Proposed Project will involve the following resources (check ALL that apply).

Wetland

100-year Floodplain

Stream or River

Major Project Fee Calculation Questions

Is filling of 10,000 cubic yards or more proposed (cumulatively) within wetlands, streams, lakes, or Great Lakes?

No

Is dredging of 10,000 cubic yards (cumulatively) or more proposed within streams, lakes, or Great Lakes? (wetlands not included)

No

Is new dredging or adjacent upland excavation in suspected contamination areas proposed by this application?

No

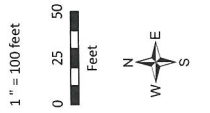
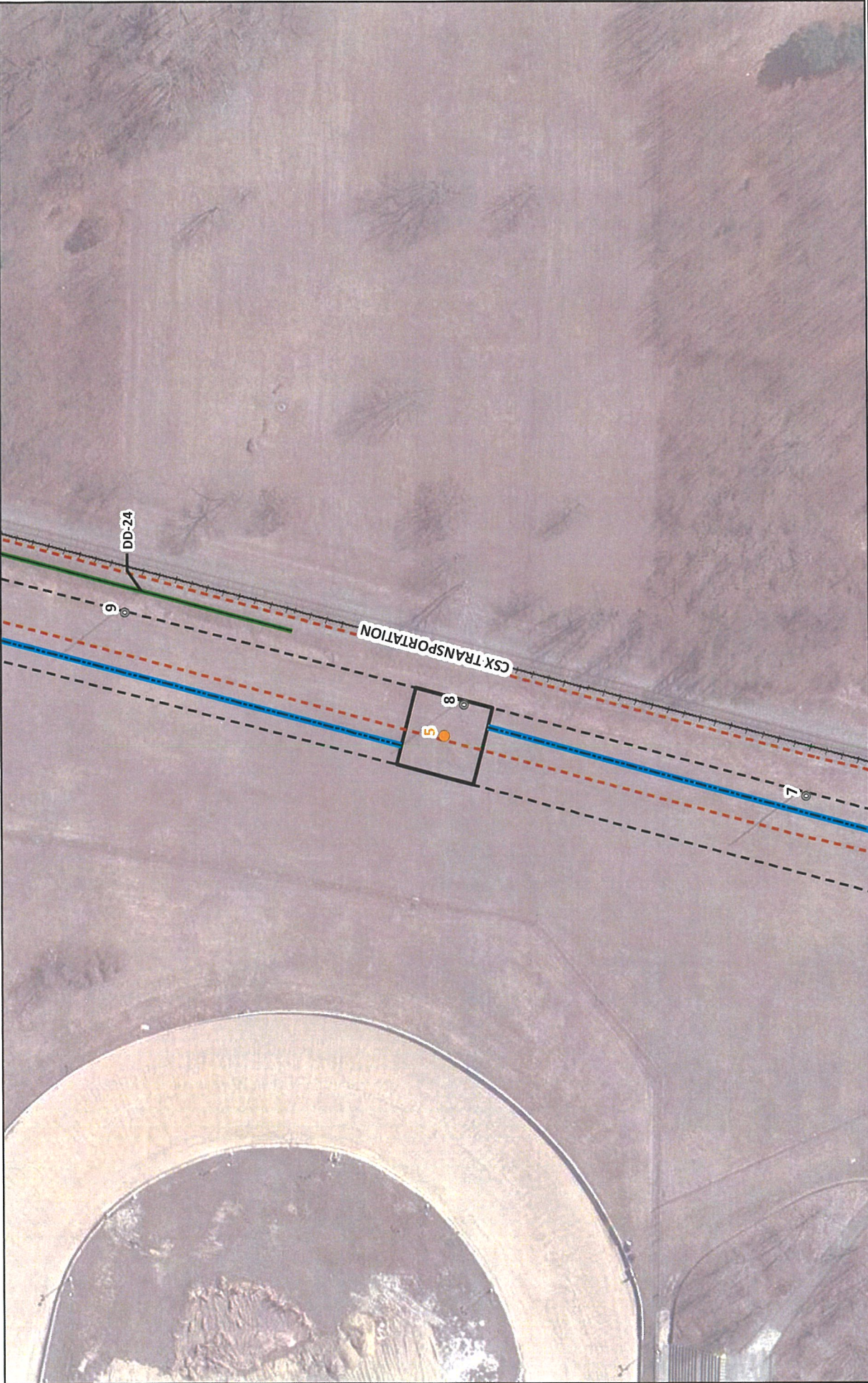
Bangor - Hartford 69 kV
 Transmission Line Rebuild Project
Wetland Impact Location Map



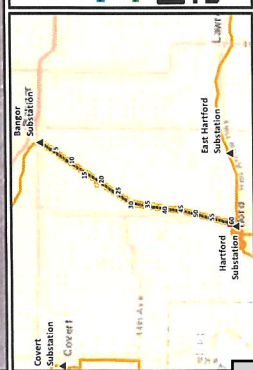
State of Michigan
 Van Buren County
 Bangor and Hartford Townships
 City of Bangor and City of Hartford

NAD 1983 StatePlane Michigan South EPS 2213 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983

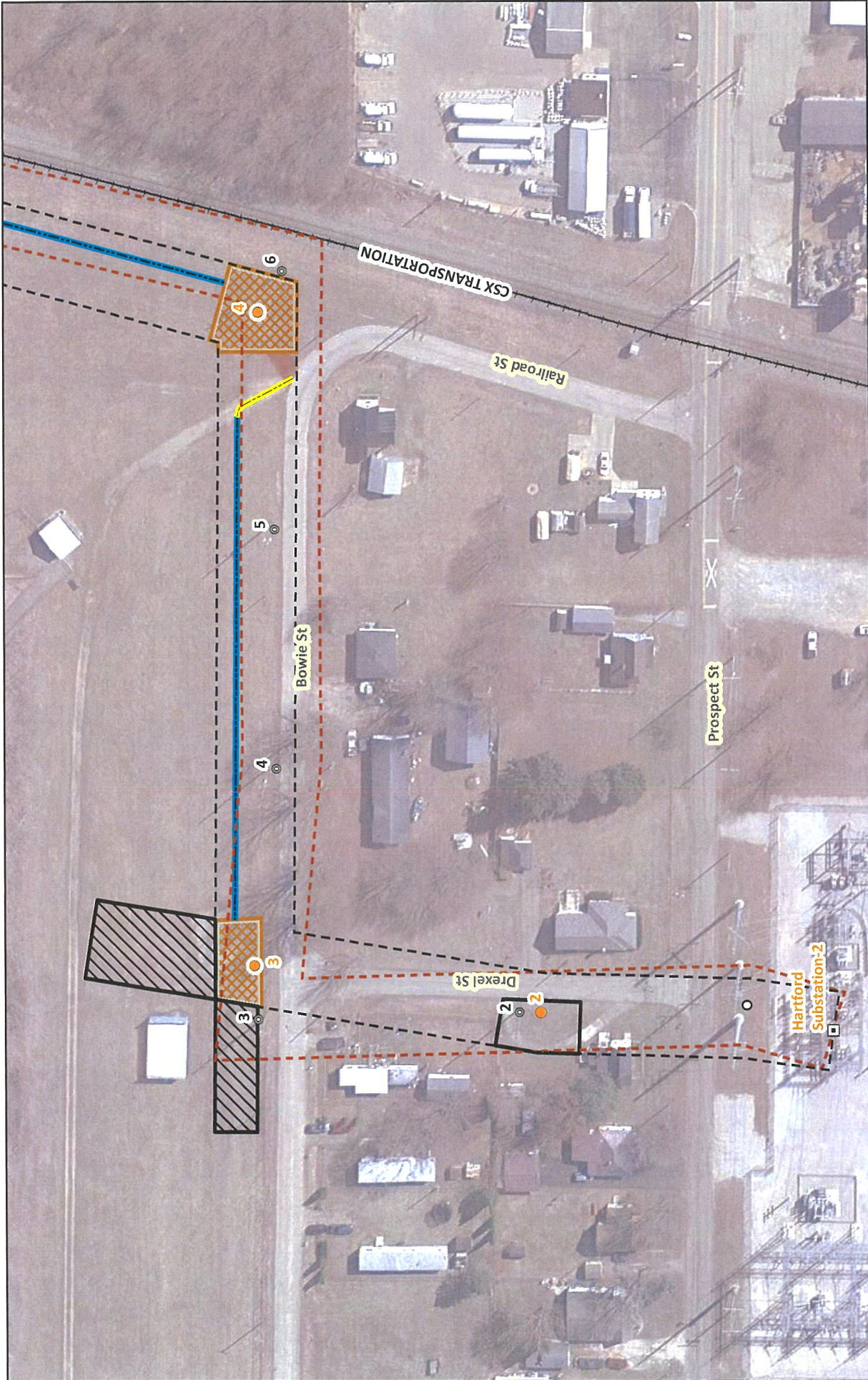
Date: 1/5/2023
 Author: CNR
 P#: 176948; Hartford, Bangor
Map 60 of 61



- Existing Right-of-Way (60ft)
- Railroad
- Proposed Structure
- Existing Structure to be Removed
- Overland Access Road
- Delimitated Swale or Drainage Ditch
- Work Area/Turnaround Area
- Proposed Right-of-Way (60-
ft)



Document Path: G:\Projects\176948_AEP_Hartford\Area Maps\Map60\Map60_Series.mxd



**Bangor - Hartford 69 kV
Transmission Line Rebuild Project
Wetland Impact Location Map**

State of Michigan
Van Buren County
Bangor and Hartford Townships
City of Bangor and City of Hartford

NAD 1983 StatePlane Michigan South FIPS 2113 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983

Date: 1/5/2023
Author: CNR
Proj: 176248, Hartford, Bangor

Map 61 of 61

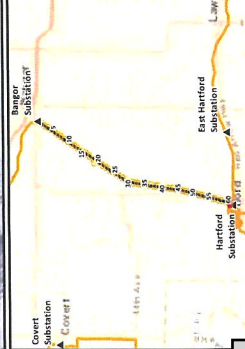
1" = 100 feet

0 25 50 Feet

Overland Access Road
Pulling Area
Matted Work Pad/Turnaround
Work Area/Turnaround Area
Timber Matted Access
Proposed Right-of-Way (60-ft)
Existing Right-of-Way (60ft)

Substation
Proposed Structure
Structure w/ Reinforced Concrete Foundation
Existing Structure
Existing Structure to be Removed
Existing Road with Improvements

Railroad





**APRIL 11, 2023
LIST OF BILLS**

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
ALEXANDER CHEMICAL CORP.	IRP RENTAL INVOICE	174.00	
	WWTP RENTAL INVOICE	30.75	204.75
AUTO-WARES GROUP	WIPER BLADES FOR DPW TRUCK		30.98
PAMELA BENCH	CLEANING AT CITY HALL ON 3/31/2023 FOR 4 HOURS		100.00
CINTAS	FIRST AID SUPPLIES FOR DPW	46.13	
	FIRST AID SUPPLIES FOR CITY HALL	61.66	107.79
COAST TO COAST SOLUTIONS	BLACK NITRILE GLOVES FOR POLICE DEPT (SIZE 2XL)		319.22
CONSUMERS ENERGY	CITY HALL GAS BILL 2/23-3/24/2023	239.01	
	IRP GAS BILL 2/23-3/24/2023	217.58	
	DPW GAS BILL 2/23-3/24/2023	547.31	1,003.90
CT ELECTRICAL SERVICES, INC	INSTALL NEW TRANSFORMER FOR MC PANEL AT WWTP (INSURANCE CLAIM)		4,552.22
DETROIT PUMP & MFG CO	TEAR DOWN AND ASSEMBLY FOR 2 BORGER SLUDGE PUMPS AT WWTP		4,373.25
DOUBLEDAY OFFICE PRODUCTS	TWO DESK SHELLS FOR COMMISSION ROOM PLUS DELIVERY		1,294.00
GAGE MOTORS	OIL CHANGE FOR NEW POLICE 2022 FORD EXPLORER		39.99
HARDING'S MARKET	WATER FOR CITY HALL (AMBULANCE MEETING)		4.99
KROHN EXCAVATING	CONSTRUCTION PAY ESTIMATE #3 FOR CDBG GRANT - CLARK & LINDEN ST		88,474.40
LOOK SHARP MARKETING	3 SHIRTS FOR MARK AT WWTP		163.99
MICHIGAN AGRIBUSINESS SOLUTIONS	FECAL COLIFORM AND METALS & NUTRIENTS TESTING AT WWTP		750.00
MILLER'S CONSTRUCTION	WIRE UP FOR SOFFIT ON LEANTO AND TRIM ON BOTTOM OF LEANTO AT WWTP		700.00
KELLOGG HARDWARE	MISC HARDWARE SUPPLIES FOR MARCH 2023		677.35
MML LIABILITY & PROPERTY POOL	MML CLAIM DEDUCTIBLE FOR CLAIM #100GL2100912		5,000.00
JOANN NEWNUM	CLEANING AT CITY HALL ON 3/31/2023 FOR 4 HOURS		100.00
TOM NEWNUM	CLEAN CITY HALL 3/29/2023	50.00	
	CLEAN CITY HALL 4/5/2023	50.00	100.00
PC SERVICES	JANUARY THROUGH MARCH 2023 I.T. LABOR HOURS		1,260.00
PRO HORTICULTURE SERVICES	SPRING CLEANUP OF FLOWER BEDS AROUND CITY HALL		975.00
STAPLES CREDIT PLAN	PENCIL SHARPENER, COPY PAPER, MEMO PADS & FILE FOLDER		101.76
TREETOP PRODUCTS INC	8 OF THE 2J0 TRASH CANS ORDERED FOR DOWNTOWN HARTFORD		4,030.31
UIS SCADA	CALIBRATE 5 METERS DUE TO BLOWN TRANSFORMER AT WWTP(INSURANCE CLAIM)	1,280.00	
	TROUBLESHOOT FLOW METER AT WWTP	505.00	
	LABOR & MATERIAL FOR NEW FLOW METER AT WWTP	4,279.90	6,064.90
USA BLUEBOOK	GAS DETECTOR FOR DPW	1,115.53	
	BLOWER SYSTEM AC W/DUCTING & VENT PASSTHRU ASSEMBLY AT DPW	1,347.88	2,463.41
VAN BUREN COUNTY CLERK	VOTER'S CARD PRINTING FOR QUARTER ENDING 3/31/2023		38.50
ANDREW WARNER	13.5 HOURS AS OPERATOR AT WWTP (3/14-3/24/2023)		676.00
ARTIE WILCOX	ELECTRICAL PERMIT 23HE002 (FINAL) - 111 60TH AVE	170.10	
	ELECTRICAL PERMIT 23HE007 (FINAL) - 100 MAPLE HILL LOT 82	163.80	333.90
TOTAL CHECKS FOR APRIL 11, 2023			\$ 123,940.61



APRIL 11, 2023
ADDENDUM TO LIST OF BILLS

PAY TO	DESCRIPTION	SUBTOTAL	CHECK TOTAL
BEST WAY DISPOSAL	DPW TRASH SERVICE FOR MARCH 2023	142.80	
	CITY HALL TRASH SERVICE FOR MARCH 2023	104.72	
	WWTP TRASH SERVICE FOR MARCH 2023	109.48	357.00
INDIANA MICHIGAN POWER CO	MARCH 2023 ELECTRIC BILLS		6,676.17
	TOTAL ADDENDUM AMOUNT FOR APRIL 11, 2023		\$ 7,033.17
	TOTAL OF ORIGINAL LIST OF BILLS FOR APRIL 11, 2023		\$ 123,940.61
	TOTAL CHECKS FOR APRIL 11, 2023		\$ 130,973.78



CITY MANAGER’S WEEKLY UPDATE
March 31, 2023

HUMAN RESOURCES UPDATES

There have been a number of absences this week. We have 1 employee out on leave, 1 employee has been ill, 1 employee has been out for other reasons and Mr. Ryan was discharged from service on 3/29/23.

HPD: We continue to look for a PT Code Enforcement Officer. We have had several interested candidates; unfortunately, these have not panned. We have a posting on Indeed as well as the City’s website.

We are also looking for a PT police officer. There has been one application for this position. Unfortunately, that candidate did not possess a license.

DPW: We continue to look for PT DPW Labor, with the intention of hiring full time. We have had a number of candidates apply and have interviewed several for the position. Danny is working with me on this process and providing guidance on how to seek well qualified candidates for the roles needed. We hope to offer a position to one candidate as early as Monday. I will update the Council if that happens. We have a posting on Indeed as well as the City’s website.

As we hire new staff, Ricky Ricks will act as the onsite supervisor in the afternoons, in Danny’s absence, with the understanding that Danny is just a phone call away.

CLERK’S OFFICE: We continue to look for a Deputy Clerk to support the Clerk. We have had several interested candidates and have interviewed several of them. Roxann and I are working closely on this effort and are seeking a candidate who will work well with the community and meet the demands of the role. We have a posting on Indeed as well as the City’s website.

BUDGET

I have been working on the Fiscal Year 2023/2024 budget. I have been analyzing past spending trends, upcoming grant obligations, and actual costs with Pam’s support and input. Upon first draft, I am showing a budget deficit of roughly \$(583,139.48 This budget includes funding depreciation* (an annual set aside for wear and tear, deterioration, or outdated property).

This is a first draft because we do not have actual numbers for our ACT51 (Major and Local Street Funds).

Here is a short synopsis of the FIRST DRAFT Expected Revenues and Expenses

FUND	PROPOSED REVENUE	PROPOSED EXPENSES	NET GAIN/LOS
GENERAL	\$ 1,366,325.00	\$ 1,565,990.77	\$ (199,665.77)
MAJOR ST	\$300,000.00	\$134,757.00	\$ 165,243.00
LOCAL ST	\$103,000.00	\$100,175.00	\$ 2,825.00
COMP IMP	\$110,000.00	\$110,000.00	\$-
DDA	\$13,764.00	\$2,400.00	\$ 11,364.00
BLD DEPT	\$63,500.00	\$51,948.00	\$ 11,552.00
BLD AUTH	\$63,500.00	\$45,000.00	\$ 18,500.00
SEWER*	\$621,350.00	\$ 1,081,645.71	\$ (460,295.71)
WATER*	\$478,515.00	\$611,177.00	\$ (132,662.00)
TOTALS	\$3,119,954.00	\$3,703,093.48	\$ (583,139.48)

For comparison, here is what the current Amended Budget is for this Fiscal Year 2022/2023.

These numbers do not budget for depreciation, which is anticipated to come in at roughly \$450,000 for this FY upon audit adjustment.

FUND	UNAUDITED REVENUE	UNAUDITED EXPENSES	NET GAIN/LOS
GENERAL	\$1,456,119.00	\$1,450,952.00	\$ 5,167.00
MAJOR ST	\$301,150.00	\$ 299,454.00	\$ 1,696.00
LOCAL ST	\$133,142.00	\$ 127,900.00	\$ 5,242.00
COMP IMP	\$276,000.00	\$ 229,000.00	\$ 47,000.00
DDA	\$12,000.00	\$ 12,000.00	\$-
BLD DEPT	\$21,098.00	\$ 21,098.00	\$-
BLD AUTH	\$50,000.00	\$48,000.00	\$ 2,000.00
SEWER*	\$639,315.00	\$ 650,637.00	\$(11,322.00)
WATER*	\$565,337.00	\$ 517,077.00	\$ 48,260.00
TOTALS	\$3,454,161.00	\$3,356,118.00	\$ 98,043.00

BONDS & GRANT MATCHING

Last year the City took out 2 additional bonds for upgrades at the WWTP. These were SRF Series 2022 Bonds. Payments for these bonds start in October of this year. I spoke with the Bond Attorney to gain a better understanding of how the bonds were set up and how we are to manage them per contract. Pam and I met and went over these so that we are on the same page. Some adjustments will have to be made to where we are posting these items in the budget but otherwise, we will just start planning for the annual payment which will cost \$131,700. This is in addition to our original sewer bond payments of \$97,000 and the City Hall bond payments of \$45,000 for total bond payments in the amount of \$273,700/year beginning in October 2023.

We are also planning for the grant matches that are required for two of our grants. Per the current amended budget, these matches are unplanned so I have worked them into the upcoming budget in the following contracted amounts:

CDBG (Clark and Linden): \$319,850

USDA (South Parking Lot/Downtown Project): \$69,400

We will discuss the South Parking Lot/Downtown Project more at the upcoming Council meeting in April.

INSURANCE MATTERS

Regarding Reserve Officers- I checked our insurance policy to determine what kind of coverage we have for reserve officers. Upon review, I found the following language pertaining to coverage for Law Enforcement Personnel:

15. Law Enforcement Personnel

Law Enforcement Personnel means the following personnel:

a. Those who are authorized to exercise general powers of arrest. Included in this category are:

- (1) Police chief and county sheriff, exercising powers of arrest; and
- (2) Police officers and county deputies, exercising powers of arrest.

b. Those who do not deal directly with the public or only exercise limited power of arrest under the direct supervision of a certified officer. Included in this category are:

- (1) Jailers/matrons, turn keys/correction officers;

- (2) Auxiliary, reserve police officers, or posse members under the direct supervision of a certified police officer (only) exercising arrest powers;
- (3) Court security;
- (4) Civil process officers; and
- (5) Constables.
- (6) Crime prevention officers...

As such, I requested guidance from our insurance carrier, Meadowbrook, through the MML on what “direct supervision” meant per this policy agreement. Attached to this Report is the email from James Newman, our Account Executive, who states that direct supervision means: *in the presence of a “sworn Officer with arrest authority”*.

It is my advice that the Council adopt a policy to reflect the standards outlined in their approved insurance policy.

Regarding the Recreation Council- in the past, the City has offered the Recreation Council insurance. However, because they are not a City organized body and are legally organized outside of the City government, we cannot carry the Recreation Council on our insurance policy.

I am attaching the guidance from our insurance provider, Meadowbrook, to this report.

The Recreation Council continues to have insurance on their budget as a support item from the City. This will be on the upcoming agenda.

It will be my recommendation that the Council consider another way to support the Recreation Council, should they so choose.

UTILITY BILLING

At this time, there is only one account slated for shut off due to non-communication and nonpayment after two notices from DPW for past due account. In the past, at this time of the month, it is my understanding that these numbers were usually around 25-50 accounts behind. We do have several payment arrangements, but these numbers are down as well, as citizens are making their agreed payments.

We are striving to maintain the City’s policy regarding past due accounts while ensuring supportive communications and understanding for situations that arise and require payment arrangements.

UPDATE ON HPD AUDIT/INVENTORY

I spoke with the MSP about their audit/inventory. They supplied me with their spreadsheet and information on how they conducted their audit/inventory. This was undertaken as part of the ongoing criminal investigation into the former HPD Chief.

There were 245 out of 852 (28.76%) items that were unknown and not in TIMS (Threat Information Management System) as follows :

- 678 items that were properly associated to a case of which 76 were not in TIMS
- 32 items in the former Chief’s office of which 32 items were not in TIMS and had no associated case details- these included 25 misc. guns, drugs, a knife and misc. items
- 12 unknown guns in the evidence room of which 10 items were not in TIMS and 7 had no record in LEIN

- 26 unknown drug evidence bags in the evidence room of which 25 were not in TIMS and 24 had no associated case details
- 21 unknown weapons and knives of which 21 were not in TIMS and 21 had no associated case details
- 4 unknown electronics of which 4 were not in TIMS and 4 had no associated case details
- 2 unknown automotive parts (license plates) of which 2 were not identified in TIMS and neither had associated case details
- 26 unknown clothing/shoes of which 25 were not identified in TIMS and 23 had no associated case details
- 11 containers and bags- this included 1 wallet which was not identified in TIMS but included a claimant's name; no other items were listed in TIMS, but it is not clear if this is necessary for these items; none had associated case details
- 25 unknown miscellaneous items of which 1 was identified in TIMS and only 2 had associated case details
- 7 unknown manufactured evidence of which 7 were not identified in TIMS and none had associated case details
- 6 unknown tools of which 6 were not identified in TIMS and none had associated case details
- 2 unknown money of which 2 were not identified in TIMS and neither had associated case details

As part of their investigation, MSP reviewed all evidence located in the HPD at the time. Any new evidence was taken to Paw Paw during the time they were onsite. MSP worked with Mike Prince on a protocol to clean up the unidentified evidence by listing all items into a single report and then as separate items into TIMS and then he was to dispose of the items per the HPD policy.

Upon discussing this process with Chief Prince, this did not occur due to what he described as department illnesses and absences. Upon learning that this did not happen, I issued a directive to the Chief that this process was to be completed now. I approved temporary overtime or the allowance of our part time officer to work to cover to ensure that this is completed in a timely manner given. Lt. Ivy will be working this weekend to get the project going again.

I asked MSP for input on how they left the situation with Chief Prince and advice on how to move forward given a lack of immediate follow through. They will be getting back to me once they hear from the commander who was tasked with working with the Chief prior to disposition of the audit/inventory to ensure they have the accurate information. I will update the Council with that information once available.

I have received several additional proposals for an independent audit/inventory of our evidence room.

AMBULANCE SERVICES

I met this week with officials from roughly 6 additional municipalities and representatives from Pride Care. Unfortunately, Pride Care came terribly unprepared to participate and did not offer any input on how they wanted to or expected to proceed with services for the municipalities.

Take aways included the following concerns:

1. Pride Care is currently overextended in their current contracts in Bangor and Keeler
 - a. They are, by agreement supposed to have 3 ambulances onsite in Keeler
 - b. They are, by agreement supposed to have 1 ambulance onsite in Bangor
2. Pride Care is no longer contracting with the majority of communities in the Kalamazoo area, yet they are providing 3 ambulances to that area because of the population density
3. Pride Care offers Van Buren County 1 ambulance
4. Pride Care has 1 ambulance in Watervliet
5. Pride Care has 1 ambulance in Dowagiac

6. Pride Care earns roughly \$400,000 in billables from citizens and \$600,000 from the Van Buren County mileage each year.
 - a. This only pays for 75% of an ambulance, 2 FT employees to staff the ambulance and overhead
 - b. They cannot afford to provide additional services in Van Buren County
7. There is concern that the number of requests for mutual aid response are beginning to overtake the actual responses from Pride Care and Priority 1 calls are being delayed or in some instances ignored
8. Pride Care has not been participating in the required VBC Medical Control Board Meetings as required by contract.

The City Attorney from Bangor attended and had the following to say to the municipal leaders:

1. Pride Care is likely in breach of every municipal agreement they have
2. Recommends that if we want to carry forward that we give them a list of requirements to comply
3. Recommends that we give them a list of demands of what we were promised as a group
4. Cautions that we, as leaders, have a duty to supervise and call to action
5. States that waiting for Pride Care to come up with a plan will likely be fruitless
6. Municipalities should be concerned about Pride Care filing for bankruptcy given the overcommitment of current agreements
7. Don't be soft in demands

The City Manager from Bangor is meeting with the Bronson executives on Monday April 4th to discuss the possibility of the agreeable municipalities contracting with VBEMS in a timely manner. He understands that Hartford is in a time crunch. Hartford Township is as well. He is alerting VBEMS of these issues and believes that this may a plausible negotiation should the City of Hartford be interested in joining this authority should Bronson agree.

DEMO- 215 SHEPARD

I spoke with Consumer's Energy to begin truncating the gas service. This process will take 6-8 weeks plus Right of Way permitting which we oversee, so hopefully that won't take much longer.

Meanwhile, I will be meeting with Sarah from Market Van Buren next week to learn more about the upcoming Blight Elimination Grant and will update the Council.



CITY MANAGER'S WEEKLY UPDATE
April 6, 2023

GOOD FRIDAY

Just a reminder that City Hall is closed tomorrow, April 7, 2023, in observance of Good Friday.

HUMAN RESOURCES UPDATES

Chief Prince has been out this week on bereavement leave. We continue to have one employee out on leave. Next week, the full time staff at the WWTP will be on vacation, so our contracted WWTP Operator and our PT employee will be filling in so that he can get some much deserved down time.

The other two staff who were out last week are back to work this week.

HPD: I have an initial interview with a retired police officer out of the Muncie, IN area tomorrow, via video conferencing. He states that he is moving to the area and seeking part time work locally. If the interview goes well, he will come in for a 2nd with Chief Prince and me and we will go from there.

We continue to look for a PT police officer.

DPW: We have hired Shaun Sweet as a part time DPW employee. He is retired from Hartford Community Schools. He begins after his due notice to his current employer.

We have made a full time offer of employment to another candidate. He is considering the position and will let us know. His hesitation is the rate of pay. He currently makes \$18/hour and our starting pay is \$15.50. He is highly qualified and could likely jump in without much training.

We also had an interview with an additional candidate who we are still considering. He is looking for full time work. If the candidate that we offered the FT position to turns us down, Danny and I will consider offering this gentleman a position.

CLERK'S OFFICE: The candidate scheduled for an interview this week cancelled. We continue to receive applications. We are in touch with several candidates and today I received a good application but am clarifying the responsibilities with the candidate as they are also enrolled in school and may have scheduling conflicts.

RAIN: As everyone is aware, the City of Hartford was inundated with rain this week. Both the DPW and WWTP had a myriad of issues to contend with this week within their own departments. Both teams did an excellent job handling the rain and ensuing issues while managing day to day responsibilities.

We received many calls regarding drain back-ups, runaway objects due to winds, damaged trees and utility poles, and roofs.

BUDGET

I spoke with our consultant at Baker Tilly about the looming shortfall in the sewer fund as it was their responsibility to provide guidance to the City that laid the groundwork to show that the City could afford the new bond debt beginning this year. It was determined that they were unaware of the approved grants and the required matching funds. As part of the Sewer Rate Study issued to the City last November, provided the City does not take on additional debt in the form of grants, bonds or capital expenses, *and* provided the City

continues to authorize the annual utility rate adjustments then the City should be able to manage the sewer fund more effectively. Also, Baker Tilly calculated depreciation as part of the Comprehensive Improvement Fund in an amount of roughly \$50k/year whereas our auditors at Hungerford Nichols calculate it as part of the annual budget in an amount of roughly \$250k/year.

Today I am talking with our auditors at Hungerford Nichols to ensure that I have properly budgeted for the upcoming bond payments and depreciation.

This is a SECOND draft- this time I have included percentages of the total budget for consideration; again, we do not have actual numbers for our ACT51 (Major and Local Street Funds).

Here is a short synopsis of the SECOND DRAFT Expected Revenues and Expenses

FUND	PROPOSED REVENUE	% OF TOTAL BUDGET	PROPOSED EXPENSES	% OF TOTAL BUDGET	NET GAIN/LOS
GENERAL	\$ 1,366,325.00	43.79%	\$ 1,577,490.77	42.38%	\$ (211,165.77)
MAJOR ST	\$300,000.00	9.62%	\$137,257.00	3.69%	\$ 162,743.00
LOCAL ST	\$103,000.00	3.30%	\$100,175.00	2.69%	\$ 2,825.00
COMP IMP	\$110,000.00	3.53%	\$110,000.00	2.96%	\$-
DDA	\$13,764.00	0.44%	\$2,400.00	0.06%	\$ 11,364.00
BLD DEPT	\$63,500.00	2.04%	\$51,948.00	1.40%	\$ 11,552.00
BLD AUTH	\$63,500.00	2.04%	\$45,000.00	1.21%	\$ 18,500.00
SEWER*	\$621,350.00	19.92%	\$ 1,085,645.71	29.17%	\$ (464,295.71)
WATER*	\$478,515.00	15.34%	\$612,427.00	16.45%	\$ (133,912.00)
TOTALS	\$3,119,954.00		\$3,722,343.48		\$ (602,389.48)

* These numbers include depreciation

For comparison, here is what the current Amended Budget is for this Fiscal Year 2022/2023.

FUND	UNAUDITED REVENUE	% OF ADJUSTED BUDGET	UNAUDITED EXPENSES	% OF ADJUSTED BUDGET	NET GAIN/LOS
GEN	\$1,456,119.00	42.16%	\$1,450,952.00	43.23%	\$ 5,167.00
MAJOR ST	\$301,150.00	8.72%	\$ 299,454.00	8.92%	\$ 1,696.00
LOCAL ST	\$133,142.00	3.85%	\$ 127,900.00	3.81%	\$ 5,242.00
COM IMP	\$276,000.00	7.99%	\$ 229,000.00	6.82%	\$ 47,000.00
DDA	\$12,000.00	0.35%	\$ 12,000.00	0.36%	\$-
BLD DEPT	\$21,098.00	0.61%	\$ 21,098.00	0.63%	\$-
BLD AUTH	\$50,000.00	1.45%	\$48,000.00	1.43%	\$ 2,000.00
SEWER*	\$639,315.00	18.51%	\$ 650,637.00	19.39%	\$ (11,322.00)
WATER*	\$565,337.00	16.37%	\$ 517,077.00	15.41%	\$ 48,260.00
TOTALS	\$3,454,161.00		\$3,356,118.00		\$ 98,043.00

*These numbers do not budget for depreciation, which is anticipated to come in at roughly \$450,000 for this FY upon audit adjustment.

KEYS We will be rekeying all of the exterior doors to all of the City Facilities. We have also ordered all new locks for the equipment at the DPW facility, including the gas tank. We are doing this because we cannot guarantee that we have all keys from former employees. Keys have been requested but not received.

MARIJUANA UPDATE I did an inspection at MedLeaf this week. I am happy to report that they have remediated the extraneous cannabis odor upon approaching the facility by installing an industrial air scrubber in the facility. MedLeaf has an excellent security system. They had 2 deficiencies that require immediate

attention, including posting of their current adult use license which they immediately managed. The other related to how they manage their cannabis waste. They have 14 days to comply with the States Rules with regards to waste management. They are scheduled to reapply for their adult use license this month, so we expect to see their application at the April 24th Council meeting for consideration.

The potential grow on Hillsborough has withdrawn their application in an effort to put together a more appropriate application package as outlined in the City's Ordinance. I spoke with the owner and their attorney to again outline the requirements set by the City.

The potential microbusiness wanting to apply in Hartford phoned to see if the Request for Proposals would be on the agenda again. As it was voted down and not requested for reconsideration, it will not be. This was relayed to their attorney.

Both vendors require an open Request for Proposals in order to apply to be a vendor in the City of Hartford per the City's approved medical and adult use marijuana ordinances.

NEWSLETTER

Mark Hanners from the WWTP has been delivering the Newsletter throughout the City this week. This is a tough job for one person and we really appreciate his effort.

UPDATE ON HPD and the HPD AUDIT/INVENTORY

In speaking with Lt. Ivy, I learned that he and Sgt. Lucas spent some time in January creating a case file and associating the items listed under the following Unknow Items under that case and then destroyed the items. Lt. Ivy spent the last weekend getting all of the unidentified guns loaded into LIEN. He noted that this was an intense project but noted that we are moving in the right direction.

The sig sauer weapons purchased during Chief Ramon Beltran's administration with the HPD have been located and accounted for- 3 have been assigned- 1 to an officer and 2 to reserves. 3 are in holding. As I understand most of them need some level of repair. Chief Prince was working on a report about the weapons prior to going on bereavement leave.

Lt. Ivy and Sgt. Lucas are signed up for a Legal Update Training.

Lt. Ivy is signing up for FBI Command School in Illinois later this summer.

Chief Prince has signed up for New Chief School in October

PERSONNEL MANUAL

We had an all staff meeting to go over the Personnel Manual. The Police Union Steward and Business Agent have requested that we add language that states: "unless otherwise stated in your Collective Bargaining Agreement" or "if you have a Collective Bargaining Agreement, refer to it regarding areas of concern".

I will update the Manual and request approval for this notation the Council at the April 24th meeting.

Otherwise, the Manual was well received.

I also reviewed the Draft Code of Conduct and Ethics with the staff. It was also received without much comment.

AMBULANCE SERVICES

I emailed the Manager from Bangor and iterated that fact that City of Hartford needs to be contracted in under 60 days to avoid loss of service and having to contract with a different vendor. He stated that he will alert the Executives at Bronson, but that they said their proposal would be on the table in 3 weeks.

DEMO- 215 SHEPARD

Per Asst. Chief McGrew, the gas service line at 215 Shepard has been removed and capped due to an emergency situation where the line was exposed and possibly leaking this week. I am working to verify this with Consumer's Energy as the City has an active request to demo the service at the property. Our local agent is working on this request now.

I sent the demo specifications to the approved contractor after the last meeting, however, they have not responded to my email. I will contact them again when I have more information on the utility.

RFP LEGAL SERVICES I have prepared the Request for Proposals for Legal Services. It will be part of the Council Agenda for the April 11 meeting.

STRENGTHS

WEAKNESSES

SWOT Analysis

OPPORTUNITIES

THREATS

Roxann Isbrecht

From: Sanya Vitale
Sent: Thursday, March 30, 2023 4:49 PM
To: Roxann Isbrecht
Subject: FW: Mass Casualty Event

Please add to agenda.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: (null) rhbuilders <rhbuilders@frontier.com>
Sent: Thursday, March 30, 2023 4:11 PM
To: Sanya Vitale <citymanager@cityofhartfordmi.org>
Subject: Re: Mass Casualty Event

I agree.

Pride care and the Fire Chief were looking into the mass casualty kits a few months back. Pride had a sample kit that had a bullet proof vest.

Mayor Hall

Sent from my iPhone

On Mar 30, 2023, at 10:50 AM, Sanya Vitale <citymanager@cityofhartfordmi.org> wrote:

Commissioner,

I would agree with you, Commissioner, unfortunately, training has not been a priority for several years. I have already spoken to the Chief and outlined this responsibility for the new Lieutenant. If you can please get another Commissioner to also agree to add it to the agenda or ask the Mayor to please add it to the agenda, I would be happy to do so, per the Council rules of order. Thank you for your input.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: Terry Tibbs <tibbs1948@yahoo.com>
Sent: Thursday, March 30, 2023 10:48 AM

To: Sanya Vitale <citymanager@cityofhartfordmi.org>

Cc: Rick Hall <marc2346890@gmail.com>

Subject: Re: Mass Casualty Event

With what is going on in the world today I think our police department should know what to do if something happens.

Please put thin on the agenda for our next meeting.

Terry

On Thursday, March 30, 2023, 09:00:49 AM EDT, Sanya Vitale <citymanager@cityofhartfordmi.org> wrote:

Good Morning, Commissioner,

The HPD has not received mass casualty training.

There are no high-performance tourniquet kits.

Chief Prince said he would talk to Chief Harting about the possibility of getting some.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

-----Original Message-----

From: Terry Tibbs <tibbs1948@yahoo.com>

Sent: Thursday, March 30, 2023 8:51 AM

To: Sanya Vitale <citymanager@cityofhartfordmi.org>

Cc: Rick Hall <marc2346890@gmail.com>

Subject: Mass Casualty Event

I would like to know how out Police Department is trained for a Mass Casualty Event?

Also did we every receive the new high performance tourniquet kits for the police cars and city hall?

Terry Tibbs

Memo

To: Mayor Hall
From: Sanya Vitale
cc: City Council
Date: 4/5/23
Re: Hartford Police Department Updates

Regarding Reserve Officers

I checked our insurance policy to determine what kind of coverage we have for reserve officers. Upon review, I found the following language pertaining to coverage for Law Enforcement Personnel:

15. Law Enforcement Personnel

Law Enforcement Personnel means the following personnel:

a. Those who are authorized to exercise general powers of arrest. Included in this category are:

- (1) Police chief and county sheriff, exercising powers of arrest; and
- (2) Police officers and county deputies, exercising powers of arrest.

b. Those who do not deal directly with the public or only exercise limited power of arrest under the direct

supervision of a certified officer. Included in this category are:

- (1) Jailers/matrons, turn keys/correction officers;
- (2) Auxiliary, reserve police officers, or posse members under the direct supervision of a certified police officer (only) exercising arrest powers;
- (3) Court security;
- (4) Civil process officers; and
- (5) Constables.
- (6) Crime prevention officers...

As such, I requested guidance from our insurance carrier, Meadowbrook, through the MML on what “direct supervision” meant per this policy agreement. Attached to this Report is the email from James Newman, our Account Executive, who states that direct supervision means: *in the presence of a “sworn Officer with arrest authority”*.

It is my recommendation that the Council adopt a policy to reflect the standards outlined in their approved insurance policy.

Regarding an Evidence Room Audit/Inventory

I spoke with the MSP about their audit/inventory. They supplied me with their spreadsheet and information on how they conducted their audit/inventory. This was undertaken as part of the ongoing criminal investigation into the former HPD Chief.

There were 245 out of 852 (28.76%) items that were unknown and not in TIMS (Threat Information Management System) as follows :

- 678 items that were properly associated to a case of which 76 were not in TIMS
- 32 items in HPD Office¹ of which 32 items were not in TIMS and had no associated case details- these included 25 misc. guns, drugs, a knife and misc. items
- 12 unknown guns in the evidence room of which 10 items were not in TIMS and 7 had no record in LEIN
- 26 unknown drug evidence bags in the evidence room of which 25 were not in TIMS and 24 had no associated case details
- 21 unknown weapons and knives of which 21 were not in TIMS and 21 had no associated case details
- 4 unknown electronics of which 4 were not in TIMS and 4 had no associated case details
- 2 unknown automotive parts (license plates) of which 2 were not identified in TIMS and neither had associated case details
- 26 unknown clothing/shoes of which 25 were not identified in TIMS and 23 had no associated case details
- 11 containers and bags- this included 1 wallet which was not identified in TIMS but included a claimant's name; no other items were listed in TIMS, but it is not clear if this is necessary for these items; none had associated case details
- 25 unknown miscellaneous items of which 1 was identified in TIMS and only 2 had associated case details
- 7 unknown manufactured evidence of which 7 were not identified in TIMS and none had associated case details
- 6 unknown tools of which 6 were not identified in TIMS and none had associated case details
- 2 unknown money of which 2 were not identified in TIMS and neither had associated case details

As part of their investigation, MSP reviewed all evidence located in the HPD at the time. Any new evidence was taken to Paw Paw during the time they were onsite. MSP worked with Mike Prince on a protocol to clean up the unidentified evidence by listing all items into a single report and then as separate items into TIMS and then he was to dispose of the items per the HPD policy.

Upon discussing this process with Chief Prince, this did not occur due to what he described as department illnesses and absences. Upon learning that this did not happen, I issued a directive to the Chief that this process was to be completed now. I approved temporary overtime or the allowance of our part time officer to work to cover to ensure that this is completed in a timely manner given.

However, in speaking with Lt. Ivy, I learned that he and Sgt. Lucas spent some time in January creating a case file and associating the items listed under the following Unknow Items under that case and then destroyed the items.

Please note, as I understand, these items still have to be listed in TIMS:

- Unknown Automotive Parts
- Unknown Clothing/Shoes- Partially Reviewed
- Unknown Electronics- Partially Reviewed

¹ see Weekly City Manager Update issued 03/31/23

- Containers/Bags
- Unknown Drugs
- Unknown Manufactured Evidence
- Unknown Tools
- Unknown Money

Lt. Ivy worked the weekend of March 31 – April 2, 2023, to progress this project. He was able to enter all unidentified weapons into LEIN which took him nearly the entire weekend to complete due to the complexity of the situation.

I have received an additional proposal for an independent audit/inventory of our evidence room, see attached, and have another vendor available for proposal, however, due to the death in Chief Prince's family, he was unable to provide the information needed to complete the proposal as requested.

Duty Weapons

While it took some time, all six (6) sig sauer, City of Hartford weapons, purchased during the time that Commissioner Ramon Beltran's term as Hartford Police Chief. As I understand, three (3) of the weapons have been assigned and three (3) are in holding.

Chief Prince has some concerns about utilizing these weapons as the City of Hartford assigned duty weapons due to the age of the guns. He has stated that the night sights are not working on at least some of these weapons and they would need work to bring them into standard use compliance.

For reference, Meadowbrook, our insurance carrier recommends that the City of Hartford supply all duty weapons and body armor and at this time, several HPD staff members are utilizing their own weapons and body armor to reduce liability risks. It is my recommendation that the Council institutes a policy that complies with this recommendation.

From: [James Newman](#)
To: [Sanya Vitale](#)
Subject: RE: External Email: City of Hartford Question
Date: Friday, March 31, 2023 8:36:31 AM

Good morning, Sanya

“under direct supervision” means in the presence of a “sworn Officer with arrest authority”. Let me know if you need anything else!

Jim

James Newman, LUTCF
 Account Executive
 MML Liability and Property Pool
 (517) 243-5865

From: Sanya Vitale <citymanager@cityofhartfordmi.org>
Sent: Thursday, March 30, 2023 1:47 PM
To: James Newman <James.Newman@meadowbrook.com>
Subject: External Email: City of Hartford Question

EXTERNAL EMAIL!

Hello Jim,

In our insurance policy it states that we have coverage for Law Enforcement Personnel as follows:

15. Law Enforcement Personnel

Law Enforcement Personnel means the following personnel:

a. Those who are authorized to exercise general powers of arrest. Included in this category are:

- (1) Police chief and county sheriff, exercising powers of arrest; and**
- (2) Police officers and county deputies, exercising powers of arrest.**

b. Those who do not deal directly with the public or only exercise limited power of arrest under the direct supervision of a certified officer. Included in this category are:

- (1) Jailers/matrons, turn keys/correction officers;**
- (2) Auxiliary, reserve police officers, or posse members under the direct supervision of a certified police officer (only) exercising arrest powers;**
- (3) Court security;**
- (4) Civil process officers; and**
- (5) Constables.**
- (6) Crime prevention officers...**

My question pertains to Item 15b2 Auxiliary, reserve police officers, or posse members under the direct supervision of a certified police officer (only) exercising arrest powers- how does Meadowbrook define “under the direct supervision”, please?

Thank you.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford
19 W Main St
Hartford MI 49057
269-621-2477
citymanager@cityofhartfordmi.org
www.cityofhartfordmi.org

The Information contained in this message is privileged and confidential. It is intended only to be read by the individual or entity named above or their designee. Unless you are the named addressee or an authorized designee, you may not copy or use it, or disclose it to anyone else. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you receive this message in error, please immediately notify the sender and delete or destroy any copy of this message. If you received a “commercial purpose email” as defined under the CAN-SPAM Act (15 U.S.C. § 7704(a)(3)(C)), you may request to opt-out of receiving future commercial purpose emails by sending an email to Email-Unsubscribe@meadowbrook.com and change the subject line to “Unsubscribe”. Please allow 10 business days for us to honor your request.

Memo

To: Mayor Hall
From: Sanya Vitale
cc: City Council
Date: 4/5/23
Re: Strawberry Festival Application Update

The Strawberry Festival Committee has scheduled events that require City Services and road closures.

As such, I requested that they resubmit their application for Council review and consideration to ensure proper public notice.

Kiddy Parade: Closure of East and West Main
Friday June 9, 2023 6:00pm -6:30pm

Car Show: Closure of West Main
Saturday June 10, 2023 9:00am – 11:45am

Strawberry Parade: Closure of Edwin St., East Main, West Main
Saturday June 10, 2023 1:00pm – 2:30pm

Petting Zoo and Pony Rides: Ely Park (currently states no farm animals allowed)
Friday June 9, noon – Sunday June 11, 2023 11am

Costs to City:

Barricading Support: \$31.75/hour (2 hours estimated)

Police Support: \$36.27/hour (21 hours estimated)

Park and Restroom Cleaning Support: \$20/hour (4 hours estimated)

Total Estimated Cost to City: \$945.96

CITY OF HARTFORD

19 W. Main St
Hartford, MI 49057
Phone: 269-621-2477
Fax: 269-621-2054
cityclerk@cityofhartfordmi.org



Application – for SPECIAL EVENT use of ELY PARK

Date: 3/22/23

Name: Hartford Strawberry Festival

Address: P.O. Box 283 Hartford, MI 49057

Date of Event: June 9, 10 + 11 Hours of Event: All day

Description of Event: see attached schedule of events. We will need main st. shut down for Car + Bike show + parade.

Contact Person during event: Patty Schroeder

Phone #: 269-621-5303

I have read the attached Ely Park rules and agree to adhere to them.

Patty Schroeder

(Signature of Responsible Party)

RECEIVED
MAR 22 2023
CITY OF HARTFORD

Tentative:

2023 Hartford Strawberry Festival Schedule of Events

Friday June 9th

All Events in Ely Park unless otherwise noted.

Music and announcements throughout the day brought to you by Joe MacMillan.

12:00pm – 9:00pm - Food Vendors

12:00pm – 9:00pm – Craft & Commercial Vendors

12:00pm – 9:00pm – Petting Zoo and Pony Rides

3:00pm – 9:00pm - Rides – By: Vertical Edge

5:30pm - Kiddie Parade Line up/bike decorating @ Hartford Public Library

6:00pm - Kiddie Parade - Parade down Main Street

6:45pm - Crowning of Strawberry Royalty

7:30pm - John Dudley the Magician

Saturday June 10th

All Events in Ely Park unless otherwise noted.

Music and announcements throughout the day brought to you by Joe MacMillan.

9:00am – 11:45am – 1st Annual Car and Bike Show on Main Street

10:00am – 9:00pm - Food Vendors

10:00am - 9:00pm – Your Favorite Vendors

10:00pm – 9:00pm – Petting Zoo and Pony Rides

11:00am – Hartford Cardio Drumming

12:00am – 9:00pm - Rides – By: Vertical Edge

12:00pm - Parade Line up - Hartford High School

1:00pm - Strawberry Parade

1:45pm - Parade Awards

2:00pm - Strawberry Pie Eating Contest

3pm-5pm - Resurrection Blues Band

7:00pm - 9:00pm – The All Nitters

Sunday June 11th

12:00PM - 6:00PM – Rides – By: Vertical Edge

12:00PM - 6:00PM— Food Vendors

12:00pm – 6:00pm – Petting Zoo and Pony Rides

1:00PM - 3:00PM— "The Bronk Bro."

Rides brought to you by Vertical Edge

Ride Tickets: \$1 at ticket – each ride will post number of tickets required

Bracelets: \$15 one day all you can ride; \$20 two day all you can ride; \$25 three day all you can ride

RECEIVED
MAR 22 2023
CITY OF HARTFORD

Memo

To: Mayor Hall
From: Sanya Vitale
cc: City Council
Date: 4/5/23
Re: USDA Grant Agreement- Streetscape

Last year, the Council authorized the City Manager to apply for USDA funds for a Downtown Streetscape project that included repairing the South Parking Lot and providing for some level of streetscape provisions.

It has come to my attention that there has been very little discussion of what was written into the grant regarding the streetscape provisions and the required local match (dollars the City has to leverage for the project).

The City was awarded a USDA grant in the amount of \$99,000 with a local match requirement of \$68,400

Written into the grant under Scope of Work is the following:

1. Removal and pulverizing of the black top and repaving of the South Parking Lot. This parking lot is old with extensive cracks. It would give the downtown part of its luster and have a major impact on the property values.
2. Removal and replacement of broken Flower boxes along, Main Street and Center Street, these flower boxes bring natural beauty into Hartford downtown especially when they filled with flowers.
3. Removal of overgrown trees in the flower boxes. These trees are overgrown and impacting the flower boxes. They will be removed and replaced with dwarf ornamental trees to bring the old attraction back.
4. Replacement of the standard Streetlights with LED lights. These would Improve the efficiency and the effectiveness of the lights.
5. Install Park Benches along Main Street. These would replace broken benches
6. Replacement of broken sidewalks in the downtown area. These would eliminate the accidental tripping from the existing sidewalks.
7. This project is being proposed to enhance the Down and retain our existing businesses and hopefully attract new businesses in the near future. It is also anticipated that this

project would retain and create new jobs with the attraction of new businesses into the City.

The City Manager proposed, and the USDA approved the following Budget:

Activity	USDA Funds	Match	Total Cost
Repave S. Parking Lot	\$99,000	\$21,000	\$120,000
Remove 9 Flower Boxes	0	\$4,000	\$4,000
Remove 9 Trees	0	\$6,000	\$6,000
Plant 9 Ornamental Trees	0	\$5,400	\$5,400
80 LED Lamps	0	\$24,000	\$24,000
Sidewalk Replacement	0	\$4,000	\$4,000
Benches & Receptacles	0	\$4,000	\$4,000

The City Manager wrote into the Budget Narrative the following information:

The proposed budget cost shows the direct cost for each activity. There are no salaries. fringe benefits, consultant costs, indirect costs and other appropriate cost for the project.

This means we *cannot* use the Wightman invoices or staff administration as part of our matching funds.

The contract for the South Parking Lot repairs is \$100,329 (\$99,000 covered by grant)
The cost to remove the Flower Boxes is \$4,500
The cost to remove the 9 trees was \$1,200
One bench and one trash can previously purchased: \$2,234.94
Proposals for sidewalk range from \$3,288 - \$8,200 (see attached)
Total proposed and expended costs to date: **\$111,511.94**
Remaining Funds: **\$55,888.06** (all match)

Per Danny, the streetlights are already LED

Ineligible Costs:

Engineering Costs: \$27,375

Administration: \$5,000

Previously Authorized and Placed Downtown Address Signs: \$495 + DPW labor (15 hours)

There is no provision to replace or maintain the flower boxes, which according to the grant budget are supposed to come down and be replaced with only ornamental trees, however in the scope of work the City Manager says they will come down **and** be replaced.

The address signs were promised to the DDA by the previous City Manager. The address signs are noncompliant with the local ordinance by ½ inch- the City has paid for the costs associated with creating these signs, in labor and materials as approved by the previous City Manager to match a sign that was allowed to be placed at Honor Credit Union by the previous City Manager.

There is no provision to cover costs associated with engineering associated with the design and construction oversight of the South Parking Lot repair project.

We can ask to amend our Activity Scope as long as we don't request additional items for funding and as long as we don't change the general scope of work. I am requesting Council guidance on what they would like to do with the Downtown Streetscape Grant and Scope of Work. This project needs to wrap-up by 7/31/2023.

Form RD 4280-2
(Rev 8-21)

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT**

FORM APPROVED
OMB No. 0570-0067

RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

- | | |
|--|--|
| Type of Award (mark one): | Program and CFDA Number (mark one): |
| <input type="checkbox"/> Cooperative Agreement | Rural Energy for America Program (REAP) – 10.868 |
| <input checked="" type="checkbox"/> Grant | Rural Economic Development Grant (REDG)–10.854 |
| | <input checked="" type="checkbox"/> Rural Business Development Grant (RBDG) – 10.351 |
| | Rural Microenterprise Assistance Program (RMAP) – 10.870 |
| | Agricultural Marketing Resource Center (AgMRC) – 10.352 |
| | Appropriate Technology Transfer for Rural Areas (ATTRA) – 10.782 |
| | Delta Health Care Services (DHCS) – 10.874 |
| | Federal-State Research on Cooperatives (RSRC) – 10.350 |
| | Rural Cooperative Development Grant (RCDG) – 10.771 |
| | Rural Development Cooperative Agreement (RDCA) - 0.890 |
| | Socially-Disadvantaged Groups Grant (SDGG) – 10.871 |
| | Value Added Producer Grant (VAPG) – 10.352 |
| | Other |

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address City of Hartford 19 W Main St., Hartford, MI 49057	2. UEI No. T35PYGNJMBF7	3. CAGE code 5FZ97
5. Federal Award Identification Number (FAIN)	4. Case No. 26-080-379532186	
7. Performance Start Date 08/18/2022	6. Award Date 08/18/2022	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$99,000	8. Performance End Date 07/31/2023	
11. Total Project Cost (Budget Approved Amount) \$167,400	10. Amount of Matching/Other Funds (if applicable) \$68,400	
13. Indirect Cost Rate (if applicable) N/A	12. Award as Percentage of Total Project Cost 59%	
15. Recipient Contact (Name, Title, Contact Info) Yemi Akinwale, City Manager citymanager@cityofhartfordmi.org	14. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	16. Agency Contact (Name, Title, Contact Info) Lisa Epple, Business Programs Specialist lisa.epple@usda.gov / 269-463-8030	

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0570-0067. Public reporting for this collection of information is estimated to be approximately 21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are voluntary, however in order to obtain or retain a benefit the information in this form is required (testing authority). Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at IC RM Requests@usda.gov

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

- 1. Financial and Program Management.** You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.
 - a. Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.
 - b. Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.
 - c. Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, “Request for Advance or Reimbursement” or SF-271, “Request for Reimbursement for Construction Programs” (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.
 - d. Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.
 - e. Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.
 - f. Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 99,000 for the Period of Performance of the award. (See 2 CFR § 200.304.)
 - g. Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. Procurement and Property Standards. You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326.

3. Performance and Financial Monitoring and Reporting. You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

a. Form SF-425, “Financial Status Report.” Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

b. Performance Reports. Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

4. Subrecipient Monitoring and Management. You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
 6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
 7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.
 8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
 10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient’s proper request according to Section II.A.1.c.

- 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. Both Parties. The Recipient and RBS agree to the following:

- 1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
- 2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.
- 3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Yemi Akinwal

Name (Please Print)

City Manager

Title (Please Print)

Yemi Akinwal
Signature

8/15/2022
Date

Approved by the United States of America, Rural Business-Cooperative Service by:

Robyn (Bobbie) Morrison

Name (Please Print)

Program Director

Title (Please Print)

Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

Attachment A – Program Addendum

PROGRAM NAME:

- Rural Business Development Grant Program (RBDG)
- Rural Economic Development Grant Program (REDG)
- Rural Microenterprise Assistance Program (RMAP)

AUTHORITY: RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

APPLICABLE PROGRAM REGULATIONS: RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE]

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II. Paragraph A.1.g. is retained and the following language is added:

Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:

[INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:

No program income associated with this grant.

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)

South Parking Lot, City of Hartford.
Between South Maple St. and South Center St.

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value
South Parking Lot	10 years	\$120,000

Section II. Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II. Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II. Paragraph A.12 is retained with the following language added:

The following Special Conditions apply to your award:

[INSERT SPECIAL CONDITIONS OR N/A]

N/A

Section II. Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or ²spent in advance of award funds.

Attachment B – Approved Work Plan and Budget. (The work plan must have time, scope, and outcome entries for each task.)

Scope of Work Rural Business Development Grant

The City of Hartford (APPLICANT) is applying for a Rural Business Development Grant (RBDG) from Rural Development (hereafter referred to as "grantor"), an Agency of the USDA. The following Scope of work will be used to measure the performance of the City of Hartford (APPLICANT) (hereafter referred to as "grantee").

- 1) **Select Type of Grant Applying for:** RD Instruction 4280.417(a)(1)(2)
 - Business Opportunity Project** – Funds will be used for business opportunity projects.
 - Business Enterprise Project** – Funds will be used to finance and/or development small and emerging businesses in rural areas.

2) **The specific purposes for which grant funds will be utilized:**

(Provide a description of the proposed project)

The City of Hartford has enjoyed the benefits of a full service Downtown for many years until now. Many of the buildings are old, vacant and dilapidated. The City did not have any choice but to have these buildings demolished making the Downtown looking like an eyesore instead of a thriving Commercial Center.

The City of Hartford would like to enhance the current infrastructure in the Downtown as a foundation to its redevelopment to retain current businesses and attract new businesses to bring economic vitality back into Hartford Downtown. To this end, the City of Hartford is proposing the following activities for the Small Business Development Grant project.

1. Removal and pulverizing of the black top and repaving of the South Parking Lot. This parking lot is old with extensive cracks. It would give the downtown part of its lustre and have a major impact on the property values.
 2. Removal and replacement of broken Flower boxes along Main Street and Center Street, These flower boxes bring natural beauty into Hartford downtown especially when they filled with flowers.
 3. Removal of overgrown trees in the flower boxes. These trees are overgrown and impacting the flower boxes. They will be removed and replaced with dwarf ornamental trees to bring the old attraction back.
 4. Replacement of the standard Streetlights with LED lights. These would improve the efficiency and the effectiveness of the lights.
- Install Park Benches along Main Street. These would replace broken benches
5. Replacement of broken sidewalks in the downtown area. These would eliminate the accidental tripping from the existing sidewalks.
- This project is being proposed to enhance the Downtown and retain our existing businesses and hopefully attract new businesses in the near future. It is also anticipated that this project would retain and create new jobs with the attraction of new businesses into the City.

3) **Details of the proposed activities to be accomplished and timeframes.**

(Provide timeframes for completion of each task, the number of months duration of the project and the estimated time it will take from grant approval to beginning of project implemenations)

PROJECT ACTIVITY	DURATION OF PROJECT ACTIVITY
1. Removal of black top and repaving of South Parking Lot.	June 1,2022-May 31,2023
2. Removal and Replacement of broken Flower boxes.	June 1,2021-May 31,2023
3. Removal of Overgrown trees in the Flower boxes.	June 1,2022- May 31,2023
3.. Planting of dwarf ornamental trees.	June 1, 2022-May 31,2023
4. Replacement of standard Streetlights with LED lights.	June 1,2022-May 31,2023
5. Replacemen of broken sidewalks.	june 1,2022- May 31, 2023
6. Install Park Benches along Main STreet.	June 1,2022- May 31, 2023

4) Project Budget.

Activity #	Task Name and Description	Start Date	End Date	RBDG Funds	Supplemental Funds	Total Project Costs
1	Repaving of the South Parking Lot	June 1,2022	May 31,2023	\$99,000	\$21,000..	\$120,000.
2	Remove 9 Flower boxes	June1,2022	May 31,2023	\$0	\$4,000.	\$4,000.
3	Remove 9 Trees	June 1,2022	May 31,2023	\$0	\$6,000.	\$6,000.
4	Plant 9 Ornamental Trees	June 1,2022	May 31,2023	\$0	\$5,400.	\$5,400.
5	80 LED Lamps	June 1,2022	May 31,2023	\$0.	\$24,000.	\$24,000.
6	Sidewalk Replacement	June1,2022	May 31,2023	\$0.	\$4,000.	\$4,000.
7	Benches and Receptacles	June 1,2022	May 31 2023	\$0.	\$4,000.	\$4,000.
	TOTAL PROJECT			\$ 99,000.	\$ \$68,400.	\$ \$167,400.

(Insert budget narrative - provide detailed which includes any salaries, fringe benefits, consultant costs, indirect costs, and other appropriate direct costs for project)

The proposed budget cost show the direct cost for each activity. There are no salaries,fringe benefits ,consultant costs,indirect costs and other appropriate cost for the project.

This Scope of Work is submitted by the grantee. Upon approval by the grantor, the grantee agrees that no changes will be made to the Scope of Work without prior written approval by the grantor.

City of Hartford (GRANTEE)

By: , City Manager 02/17/20
(Signature) (Title) (Date)

This Scope of Work is hereby approved by USDA - Rural Development.

USDA - RURAL DEVELOPMENT

By: , Business Programs Specialist 6/9/2022
(Signature) (Title) (Date)

ENGINEER'S ESTIMATE

PROJECT: South Municipal Parking Lot Resurfacing
 OWNER: City of Hartford
 DATE: February 9, 2022

The following estimate is for the resurfacing the south Municipal Lot between South Maple Street and South Center Street. The resurfacing of the parking lot includes milling the top 1.5 inches of HMA pavement, adjustment of drainage structures, installing a new 1.5 inch HMA surface course, and restriping the parking lot. Estimate includes costs for some spot repairs of the pavement section if necessary.

1	L.S. Mobilization	@	\$9,000.00	\$9,000.00
1	L.S. Traffic Control	@	5,000.00	5,000.00
8	EA Erosion Control, Inlet Protection, Fabric Drop	@	125.00	1,000.00
5,300	SYD Cold Milling HMA Surface	@	2.00	10,600.00
5	EA Dr Structure Cover, Adj, Case 1	@	750.00	3,750.00
1	L.S. Spot Repairs	@	10,000.00	10,000.00
475	TON HMA, 36A	@	90.00	42,750.00
3,600	FT Pavement Marking, Waterborne, 4 inch Yellow	@	1.00	3,600.00
450	FT Pavement Marking, Waterborne, 4 inch Blue	@	1.50	675.00
5	EA Pavement Marking, Waterborne, Barrier Free Sym, Blue	@	250.00	<u>1,250.00</u>
SUBTOTAL ESTIMATED CONSTRUCTION COST				\$87,625.00
Contingency/Engineering				27,375.00
Administration				<u>5,000.00</u>
TOTAL ESTIMATED PROJECT COST				\$120,000.00



Treetop Products Inc.
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

Invoice

#SOTRE102321

#INVTRE18702
10/14/2022

Bill To
RoxAnn Rodney-Isbrecht
City of Hartford
19 West Main St
Hartford MI 49057
(269) 621-2477

Ship To
RoxAnn Rodney-Isbrecht
City of Hartford
19 West Main St
Hartford MI 49057

Terms	Due Date	PO #	Tracking	
Net 15	10/29/2022	14082	039963547	
Item	Qty.	Unit Price	Amount	
2ZT2086-BK Northgate Metal Bench with Arched Back/ 6' Bench/ Black	1	\$998.85	\$998.85	
4ZT4282-BK Northgate Receptacle/ 32 Gal Rain Bonnet Lid Receptacle Black Onyx	1	\$988.85	\$988.85	

Subtotal	\$1,987.70
Tax Total (%)	\$0.00
Shipping	\$257.24
PRIORITY10 (Exclusive Promotion)	-\$10.00
Total	\$2,234.94

RECEIVED
OCT 17 2022
CITY OF HARTFORD

MAKE CHECKS PAYABLE TO TREETOP PRODUCTS INC. PLEASE REMIT TO ADDRESS ABOVE.

See Meeting minutes 8/24/22 - DDA Approved \$7500



Statement

Item 10.

Treetop Products Inc.
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

11/1/2022

Billing Address
RoxAnn Rodney-Isbrecht
City of Hartford
19 West Main St
Hartford MI 49057
(269) 621-2477

Amount Due
\$2,234.94

Date	Description	Charge	Payment	Balance
10/14/2022	Invoice #INVTRE18702	\$2,234.94		\$2,234.94

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
\$0.00	\$2,234.94	\$0.00	\$0.00	\$0.00	\$2,234.94

PAYMENT IS DUE ON RECEIPT. FOR A COPY OF THE ORIGINAL INVOICE PLEASE EMAIL ACCOUNTING@TREETOPPRODUCTS.COM.

RECEIVED
NOV 07 2022
CITY OF HARTFORD

*Paid
10/28/2022
[Signature]*



Shopping Cart

Continue Shopping

SUMMARY

Subtotal

Shipping (To be determined)

Order Total

*Approved by
Council 3/27/2023*

1 Item

\$9,377.00

\$9,377.00

REVIEW

TIMATE SHIPPING & TAX



PROMOTION CODE



PROCEED TO CHECKOUT

Save as Quote | Continue Shopping



OPTIONS SELECTED



Commercial Steel Waste Receptacles

SKU# 4ZB4239 | Ships in 3 to 5 Days

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

- 20 + Price Per Unit: \$468.85

EDIT REMOVE



Shopping Cart

[Continue Shopping](#)

SUMMARY

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

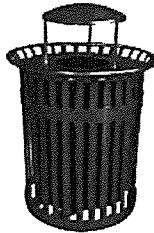
* REVIEWS

TIMATE SHIPPING & TAX

PROMOTION CODE

[PROCEED TO CHECKOUT](#)

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



OPTIONS SELECTED

Northgate 32 Gallon Receptacles

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

Subtotal: **\$8,988.50** Save 20% (~~11,29.00~~)

10 Price Per Unit: \$898.85

EDIT REMOVE

Roxann Isbrecht

From: Donna Langston <donna.langston@comcast.net>
Sent: Tuesday, March 28, 2023 6:58 PM
To: Roxann Isbrecht
Subject: Retiring

Would like to retire from the Planning and Zoning Board. It has been a wonderful experience and the awesome people I sat with as well. Thank You!

04/05/2023

As of March 2023, I am resigning from my position on the Hartford City Board of Review due to my current employer citing a conflict of interest. I look forward to serving my community in the future in another capacity.

Gwen Mccarthy

A handwritten signature in black ink that reads "Gwen McCarthy". The signature is written in a cursive style with a large initial "G" and "M".

City of Hartford

Memo

To: Mayor Hall
From: Sanya Vitale
cc: City Council
Date: 4/5/23
Re: Recreation Council

In the past, the City has offered the Recreation Council insurance. However, because they are not a City organized body and are legally organized outside of the City government, we cannot carry the Recreation Council on our insurance policy.

I am attaching the guidance from our insurance provider, Meadowbrook, to this report.

The Recreation Council continues to have insurance on their budget as a support item from the City. This will be on the upcoming agenda.

It will be my recommendation that the Council consider another way to support the Recreation Council, should they so choose.

Roxann Isbrecht

From: Sanya Vitale
Sent: Wednesday, April 5, 2023 10:32 AM
To: Roxann Isbrecht
Subject: FW: External Email: City of Hartford

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: James Newman <James.Newman@meadowbrook.com>
Sent: Friday, March 31, 2023 8:41 AM
To: Sanya Vitale <citymanager@cityofhartfordmi.org>
Subject: RE: External Email: City of Hartford

Good morning, Sanya
Per our conversation: If the Recreation Council is not a body of the city, is not overseen by the city and a separate legal entity that acts autonomously, it should not be listed as an Additional Insured on the Policy. Perhaps there was a joint venture with them in the past but, if there is not any joint interest with the city then the recreation Council should not be listed on the city’s Policy as this would create an exposure tha the city cannot monitor/control and that we are not anticipating and rating the city’s Policy for.

Jim

James Newman, LUTCF
Account Executive
MML Liability and Property Pool
(517) 243-5865

From: Sanya Vitale <citymanager@cityofhartfordmi.org>
Sent: Wednesday, March 29, 2023 1:25 PM
To: James Newman <James.Newman@meadowbrook.com>
Subject: External Email: City of Hartford

EXTERNAL EMAIL!

Hello James,

Question-

You may have offered this guidance before, but I am seeking clarification since I am new, if you don’t mind, please. It is my understanding that in years past, the former City Manager was providing insurance through the City’s policy for the Recreation Council.

The Recreation Council is not a body of the City nor does it provide services on City property, but rather on School Corporation property.

Is there a way for the City to carry the Recreation Council's insurance?
Thank you in advance for your guidance.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: James Newman <James.Newman@meadowbrook.com>
Sent: Tuesday, March 21, 2023 8:32 AM
To: Sanya Vitale <citymanager@cityofhartfordmi.org>
Subject: Re: External Email: RE: MML Liability and Property Insurance Renewal

Good morning,
All city employees and Public Officials acting within the scope of their duties are covered under the Policy.

Get [Outlook for iOS](#)

From: Sanya Vitale <citymanager@cityofhartfordmi.org>
Sent: Monday, March 20, 2023 4:56:34 PM
To: James Newman <James.Newman@meadowbrook.com>
Subject: RE: External Email: RE: MML Liability and Property Insurance Renewal

EXTERNAL EMAIL!

Who is covered under errors and omissions, please?

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: James Newman <James.Newman@meadowbrook.com>
Sent: Monday, March 20, 2023 2:04 PM
To: Sanya Vitale <citymanager@cityofhartfordmi.org>; Roxann Isbrecht <cityclerk@cityofhartfordmi.org>; Pam Shultz <citytreasurer@cityofhartfordmi.org>
Subject: RE: External Email: RE: MML Liability and Property Insurance Renewal

Good afternoon, Sanya

Attached are the Renewal Invoice and Premium Breakdown, Fleet and MDOT Certificates of Insurance and the full Policy. Please let me know if you have any questions at all. Have a wonderful afternoon!

Jim

James Newman, LUTCF
Account Executive

MML Liability and Property Pool
(517) 243-5865

From: Sanya Vitale <citymanager@cityofhartfordmi.org>
Sent: Monday, March 6, 2023 10:45 AM
To: Roxann Isbrecht <cityclerk@cityofhartfordmi.org>; Pam Shultz <citytreasurer@cityofhartfordmi.org>
Cc: James Newman <James.Newman@meadowbrook.com>
Subject: External Email: RE: MML Liability and Property Insurance Renewal

EXTERNAL EMAIL!

This looks good to me.
Thank you, Mr. Newman.

Respectfully,

Sanya Vitale, MPA
City Manager
City of Hartford

From: Roxann Isbrecht <cityclerk@cityofhartfordmi.org>
Sent: Monday, March 6, 2023 10:28 AM
To: Sanya Vitale <citymanager@cityofhartfordmi.org>; Pam Shultz <citytreasurer@cityofhartfordmi.org>
Subject: FW: MML Liability and Property Insurance Renewal

RoxAnn Rodney-Isbrecht, Clerk
City of Hartford
19 W Main St
Hartford MI 49057
269-621-2477
269-621-2054
cityclerk@cityofhartfordmi.org
www.cityofhartfordmi.org

From: James Newman <James.Newman@meadowbrook.com>
Sent: Monday, March 6, 2023 8:38 AM
To: Roxann Isbrecht <cityclerk@cityofhartfordmi.org>
Subject: MML Liability and Property Insurance Renewal

Good morning, Roxanne 😊

Attached is the renewal for the city's Liability and Property Insurance from the MML. The renewal premium for 2023-24 is \$45,594. The city will be receiving a Dividend Check again this year! The amount of the dividend is \$3,828. Reducing the "net premium" to \$41,766. The dividends are sent out approximately 45 days after the premium is received by the league.

All we need, at this point, is a reply to this message allowing us to continue processing the Invoice, Certificates and Policy. Please let me know if you have any questions at all. Have a wonderful day!

Jim

James Newman, LUTCF
Account Executive
MML Liability and Property Pool
(517) 243-5865

The Information contained in this message is privileged and confidential. It is intended only to be read by the individual or entity named above or their designee. Unless you are the named addressee or an authorized designee, you may not copy or use it, or disclose it to anyone else. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you receive this message in error, please immediately notify the sender and delete or destroy any copy of this message. If you received a "commercial purpose email" as defined under the CAN-SPAM Act (15 U.S.C. § 7704(a)(3)(C)), you may request to opt-out of receiving future commercial purpose emails by sending an email to Email-Unsubscribe@meadowbrook.com and change the subject line to "Unsubscribe". Please allow 10 business days for us to honor your request.

Request for Proposals

Legal Services



CITY OF HARTFORD, MI
19 W. MAIN ST. HARTFORD, MI 49057

Proposals are due at the address shown above no later than Tuesday,
May 2, 2023 at 4:00 PM EST

City of Hartford Designated Contact: Sanya Vitale
Telephone (269) 621-2477
E-mail: CityManager@CityofHartfordMI.org

Introduction

The City of Hartford, an incorporated City in the State of Michigan and duly organized and existing pursuant to the City of Hartford Charter authorized by the electors November 5, 1991, is soliciting proposals from qualified firms for legal services for a five (5) year period beginning June 9, 2023 and ending June 9, 2028 with an opportunity for a five (5) year extension.

Table of Contents

Contents

Submission Instructions and Important Information	3
Definitions:.....	3
Rules, Regulations, and Licensing Requirements.....	4
Proposal and Contract Expectations and Terms	4
Scope of Work.....	7
WORKLOAD	9
FIRM QUALIFICATIONS.....	9
PROPOSAL REQUIREMENTS	10
EXECUTIVE SUMMARY	10
EXPERIENCE	10
QUALIFICATIONS.....	11
SCHEDULE OF PERFORMANCE/TIMELINESS/DELIVERABLES	11
FINANCIAL STATEMENTS AND COST	11
EXCLUSIONS.....	12
INSURANCE.....	12
EVALUATION FACTORS.....	13
FIRM QUALIFICATIONS	13
FIRM EXPERIENCE	13
PRICE EVALUATION	13
NEGOTIATIONS.....	14
CONTRACT AWARD	14

Submission Instructions and Important Information

The anticipated schedule for this Solicitation is as follows:

- Resolution Number:
- Resolution Approval Date:
- Solicitation issued:
- Proposal due date: May 2, 2023
- Projected award date: May 22, 2023

Proposals should be sealed and delivered to the address shown above no later than Tuesday May 2, 2023 at 4:00PM EST. Please submit one (1) original and an electronic copy of your response to this RFP. There are no page limits and no requirements for font, margin and/or paper size.

The City of Hartford business hours are 8:00 AM to 5:00 PM EST, Monday through Thursday and 8:00 AM to 4:00 PM EST Friday. Additionally, the City of Hartford is closed on most federally recognized holidays.

All proposals received and time stamped by the City of Hartford prior to the proposal submittal deadline shall be accepted as timely submitted.

No late proposals will be accepted or reviewed. Proposals will be opened promptly at the time and date specified.

The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The City of Hartford will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the City of Hartford, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the City of Hartford as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The City of Hartford will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the City of Hartford’s designated contact person for this Solicitation. The City of Hartford will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date.

Definitions:

1. **Administrative Offices:** the City of Hartford City Hall is located at 19 W. Main St. Hartford, MI 49057
2. **Contractor or Consultant:** the Proposer that receives any award of contract from the City of Hartford

as a result of this Solicitation, which is also known to be as the “Prime Contractor” or the “Prime Consultant”

3. **Offeror, Proposer or Submitter or Respondent:** the person, firm, entity or organization submitting a response to this Solicitation.
4. **Scope of Services or Scope of Work:** refers to the Scope of Work Identified on Page 7 of this Solicitation which details the work to be performed by the Contractor or Consultant
5. **Solicitation or RFP:** This Request for Proposals (RFP)

Rules, Regulations, and Licensing Requirements

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

Proposal and Contract Expectations and Terms

Proposers are requested and advised to be as complete as possible in their response. The City of Hartford reserves the right to 1) contact any proposer to clarify any response; 2) contact any current users of the proposer’s services; 3) solicit information from any available source concerning any aspect of the proposal; 4) check references; 5) conduct credit and background checks; and 6) seek and review any other information deemed pertinent to the evaluation process.

The City of Hartford reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of City of Hartford. The City of Hartford further reserves the right to waive any minor informalities or the failure of any Proposer to comply therewith if it is in the public interest to do so. Finally, the City of Hartford reserves the right to terminate the process at any time, if deemed by the City of Hartford to be in its best interests.

The City of Hartford reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

The City of Hartford reserves the right not to award a contract pursuant to this RFP. Proposals which appear unrealistic in the terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

The City of Hartford reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon thirty (30) business day’s written notice to the successful proposer(s).

The City of Hartford reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the City of Hartford deems necessary.

The City of Hartford may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical

standpoint. The City of Hartford reserves the right to enter into contract negotiations with the recommended Proposer. Negotiations shall be conducted with the top ranked Offeror. If, in the event, the City of Hartford and the top ranked Proposer cannot reach an agreement that is in the best interest of the City of Hartford, the Board of Commissioners may select to cancel negotiations with the top ranked Proposer and move to the second ranked Offeror. If the City of Hartford and the recommended Proposer cannot negotiate a successful contract, the City of Hartford may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the City of Hartford has been executed or all proposals are rejected. No Proposer shall have any rights against the City of Hartford arising from such negotiations or termination thereof.

The City of Hartford reserves the right to request additional data, discussion and/or a presentation of the proposal. The successful Proposer shall be expected to execute a standard professional service contract with City of Hartford. The term of the contract shall be effective when executed by City of Hartford and shall continue for five years (specific dates to be identified in contract negotiations), unless sooner terminated in accordance with the contract.

In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the City of Hartford's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the City of Hartford's sole discretion, be deemed nonresponsive.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Michigan's Freedom Of Information Act; ACT 442 OF 1976, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City of Hartford in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the City of Hartford in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the City of Hartford may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the City of Hartford request the withdrawal of the confidentiality restriction if such communication would in the City of Hartford sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

As may be further detailed herein, the City of Hartford may, on an as-needed basis, require the successful

proposer to provide services pertaining to City of Hartford-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statutes, laws, ordinances and codes; Charter and Ordinance development, review, and analysis; Human Resources; Taxes, Millages, Accounting, Finance and related audits; Operations; Maintenance; Development and Modernization; Information Technology; Federal, State and/or Federal Grant Programs; Real Estate and Tax Credits; and any other matter the City of Hartford needs services for.

Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the City of Hartford may retain the successful proposer to provide but is intended to be a representative listing of issues that the City of Hartford and similar housing commissions and/or authorities previously required such services for.

The City of Hartford shall retain the right to have the successful proposer provide services in any matter that the City of Hartford believes the legal firm is qualified to provide.

The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.

If the successful proposer does not have an in-house qualified person to provide any services required by the City of Hartford, the successful proposer may propose to retain another counsel who is such a qualified person. Such retention must have the prior written approval of the City of Hartford prior to agreement. Any contracts, billing and/or payment for such additional counsel must be approved through formal resolution and previously approved by the City of Hartford.

The City of Hartford reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when it is in the best interests of the City of Hartford to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

The selected Proposer shall at all times guarantee access by the City of Hartford, the Attorney General or any duly authorized representatives to any books, documents, papers, and records of the selected Proposer which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The selected Proposer shall be required to retain all pertinent records for a period not less than seven (7) years after final payment has been made and all pending matters closed.

In submitting a response, the Proposer acknowledges that the City of Hartford shall not compensate the Proposer for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Proposer selected as Outside Counsel will have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with City of Hartford policies and procedures, criteria and requirements, and State and local laws and regulations, and the Michigan Bar.

Due care and diligence has been used in preparation of this information, and it is believed to be

substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. The City of Hartford and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The City of Hartford is committed to promoting participation in our contracts by businesses owned and operated by minorities and women. It is the policy of the City of Hartford to use best good faith efforts, consistent with applicable federal regulations, to fully promote participation and utilization of these firms in all areas of contracting.

Proposer will ensure that it, and persons working on its behalf, do not undertake any representation or other relationship that places it in an actual or potential conflict of interest position with any other entity. The City of Hartford requires the proposer to disclose the conflict in writing to the City of Hartford Mayor. The City of Hartford's consent and waiver to the conflict must be obtained in writing.

Proposers shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Offeror.

The selected proposer shall furnish the City of Hartford original Certificates of Insurance evidencing the required coverage on the effective date of the Agreement(s) resulting from this RFP.

All documents submitted to the City of Hartford in a digital format must be compatible with Adobe Acrobat (.pdf) and other comparable PC-programs. All documents and products created by the selected individual or firm and their sub-contractors shall become the exclusive property of the City of Hartford.

By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

This RFP does not represent a commitment or offer by City of Hartford to enter into contract, or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of City of Hartford's official files without any obligation on City of Hartford's part to return it to the individual proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and City of Hartford resulting from this solicitation.

An authorized representative of the Proposer must sign proposals.

The Proposer shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

Scope of Work

The City of Hartford of Hartford, Michigan requests proposals from qualified legal firms to provide services in all legal matters. City of Hartford is looking for a firm with experience in the following areas of legal services: Charter and Ordinance development, review, and analysis; Human Resources; Elections, Taxes, Millages, Accounting, Finance and related audits; Operations; Maintenance; Development and Modernization; Information Technology; Federal, State and/or Federal Grant Programs; Real Estate and Tax

Credits. The City of Hartford encourages submission from legal firms that are certified as Minority and Women Business Enterprises. The attorney or firm selected should at a minimum be able to provide the following services:

1. Attendance and guidance during any or all Board of Commissioners meetings (regular or special) and other meetings as requested, and supervision, as to legality of the official minutes of the City of Hartford.
2. Act as General Counsel to the Board of Commissioners, City Manager, City Clerk, City Treasurer, City Assessor, Police Chief other department heads and other City Boards or committees.
3. Drafting, review and/or approval of all legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and such other legal drafting including all payments thereunder as may be required.
4. Reviewing, advising, and representing the City of Hartford in connection with disputes arising out of the bid process.
5. Reviewing, advising, and representing the City of Hartford with regard to disputes arising out of contracts between the City of Hartford and its vendors.
6. Advising and representing the City of Hartford with regard to issues and claims arising out of construction contracts.
7. Provide advice on the legality of the substance of resolutions and motions of the Board of Commissioners;
8. Provide written legal opinions requested by the Board on varying with respect to procurement regulations of the Local Government Statute, Code of Federal Regulations, Procurement Standards, City of Hartford Procurement Policy, other Federal, State and local guidelines, regulations and laws as necessary;
9. Provide written legal opinions requested by the Board or the City of Hartford and attend meetings as necessary for the resolution of disputes between the City of Hartford and contractors, constituents, and/or vendors.
10. Provide all necessary legal services as may be requested by the City of Hartford regarding real estate procedures, as well as the completion of real estate transactions, including the review of utility easements and for the acquisition of or disposition of property to certify conformance to Local, State and Federal regulations;
11. Appearance for, representation and defense of the City of Hartford, in court, in all litigated matters except as herein otherwise provided.
12. Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of property
13. Advice and assistance to the City of Hartford in connection with the tenant grievance hearings, including appearances at hearings if requested.
14. Provide legal services and legal representation in the areas of labor and employment law including personnel rules policies and/or procedures, collective bargaining agreements, employment and unemployment compensation, discrimination and wrongful termination claims, equal opportunity and worker's compensation;
15. Review of employee benefits contracts, including but not limited to retirement and/or pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts.
16. Review all potential terminations and make recommendations as to appropriate actions, as well as draft

notices of termination

17. Consultation to other attorneys representing the City of Hartford in litigation in which the City of Hartford’s liability insurance carrier has retained counsel to represent the City of Hartford and, if needed, appearance in said litigation on behalf of the City of Hartford.
18. Provide responses to legal questions and matters arising under contracts of the City of Hartford and rendering of legal opinions on matters submitted by the City of Hartford;
19. Review of requirements, obligations and procedures for complete and efficient processing of garnishment notices related to Employee matters (payroll)
20. Furnish legal advice as requested on civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA);
21. Have thorough knowledge and understanding of Michigan’s Open Meetings Act (OMA) is 1976 PA 267, MCL 15.261 through 15.275;
22. Prepare and file written legal opinions with the City Clerk when requested by the Board of Commissioners, City Manager, City Clerk, City Treasurer or City Assessor.
23. Prosecute all ordinance violations and represent the City in cases before the State and Federal courts and other tribunals, including the Tax Commission. These matters include code violation enforcement actions, income prosecution and all civil suits filed by or against the City.
24. Prepare or review all ordinances, regulations, contracts, bonds and other instruments as may be required by the City Charter or the Commission and provide a legal opinion thereof.
25. Review police reports, prepare complaints and warrants, prosecute violations and pursue victims' rights remedies, including collection of restitution.
26. Serve as member of the Election Commission consisting of City Clerk, the City Assessor and City Attorney. The Commission shall have charge of all activities and duties required by law relating to conduct of elections in the City.
27. Confer in office and over the phone with citizens, witnesses, or other parties to proceedings involving the City.
28. Perform such other duties as may be prescribed by Charter or Commission.

WORKLOAD

1. The City of Hartford does not guarantee a set workload or billable hours.
2. The City Attorney shall provide all the administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff and supplies and equipment.
3. For work product and services outside of the retainer services, the City Attorney shall provide time records and detailed costs for supplies and other service items that are billed to the City.
4. Payment for non-retainer services rendered shall be on a monthly basis according to the itemized monthly statements provided by the City Attorney.

FIRM QUALIFICATIONS

The description of respondent’s qualifications and experience shall evidence/demonstrate that respondent possesses the following:

1. A broad and practical knowledge of the Michigan Home Rule City law, State of Michigan laws, regulations, requirements, codes and related policies and procedures and
2. Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to housing and urban development matters; and experience in applying

same.

3. Ability to provide legal services involving a myriad of matters including but not limited to operations and management of a Home Rule City; financing involving advance, permanent and temporary notes; litigation, real property laws and codes; arbitrations and federal law.
4. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.
5. All necessary and/or required licenses, registrations, and certifications.
6. Certification that the firm/individual is not debarred, and has all necessary and/or required insurance coverage in effect.
7. Five or more years of experience representing a municipal government and/or similar equivalents.
8. The successful Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

PROPOSAL REQUIREMENTS

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

EXECUTIVE SUMMARY

Provide a brief summary of your firm's approach to the work associated with the requested services, demonstrate an understanding of the scope of services required, and approaches to be utilized in performing these services, specifically related to the rules, regulations associated with public housing authorities.

EXPERIENCE

Describe how long the Attorney or Law Firm has been in business and current structure.

Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.

Describe the experience of the Proposer conducting comparable services during the most recent five-year period similar in scope to the services required by City of Hartford.

Provide a list of companies or governmental agencies or organizations to which your firm is currently or has provided services to within the last five (5) years. If this does not include at least three entities, then provide the names of the entities for which similar services have been provided.

For each client entity include:

- The term (beginning and ending dates) of your contract agreement(s)
- A brief description of the scope of work
- Explain the roles performed by the proposer for the client entity
- total dollar value of the contract
- contract duration
- The name and contact information of the individual that administered your contract(s)
- Statement or notation of whether Proposer is/was the prime contractor or

subcontractor or sub consultant.

- Where possible, list and describe those services performed for government clients or similar size private entities and any work performed for the City of Hartford.

QUALIFICATIONS

Provide the qualifications and experience the firm has in providing services outlined in Scope of Services., including Board certifications held. Describe the Proposer’s past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

Describe Proposer’s experience with municipal legal issues.

Describe any other experiences related to the work or services described in the Scope of Services and any other information which may be specific to the required services to be provided (e.g. certified legal, training, seminar, etc.).

The Proposer shall describe its approach to project organization and management, responsibilities of Proposer’s management and staff personnel that will perform work in this project. List all key members of the firm who will be committed to this contract. Include resumes for these individuals. Indicate the level of effort and function of each member of the firm toward the execution of this contract. Prepare an organizational chart to show how the key members will be involved.

Proposers shall identify any pending litigation in which they are involved either as a witness or as a party. Please include any/all information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub consultants is or has been involved within the last three (3) years.

SCHEDULE OF PERFORMANCE/TIMELINESS/DELIVERABLES

Each proposal shall include a description of how the firm intends to assume responsibility of existing legal matters and how soon the firm would be in a position to provide services.

Describe Proposer’s methodology and recommended solutions in performing the services described in the Scope of Services and describe Proposer’s specific policies, plans, procedures or techniques to be used in providing the services to be performed.

The description should also include the firm’s availability for all future services outlined in the Scope of Work section.

FINANCIAL STATEMENTS AND COST

Provide the Firm’s most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that

shown on the balance sheet and income

statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- Provide hourly billing rates for services. Provide the structure of rates for partners, associates, paralegals, couriers, etc.
- Selected proposer must be capable of tracking and billing (invoicing) all work hours and materials (if reimbursable) by specific program or funding source as required by City of Hartford.
- Any proposer not capable or willing to comply with this requirement will be considered non-responsive.
- Preferred formatting will be agreed upon during contract negotiations.

EXCLUSIONS

Costs as described in the following section shall be underwritten by the City of Hartford subject to the approval process described herein in addition to amounts bid on the basis of this specification:

All reasonable and necessary expenses paid out or incurred on behalf of the City of Hartford in the provision of required services as described such as court costs, witness fees, recording fees, etc., but not including the Attorney’s office or overhead expenses.

All reasonable and necessary expenses for traveling and subsistence in connection with the performance of the duties of said Attorney, outside the area within which the City is authorized by law to operate. Such compensation shall be limited to the amount allowed in accordance with the terms of the City of Hartford Travel Policy current at the time the expense is incurred.

INSURANCE

The successful Proposer shall provide proof of insurance with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Proposer shall furnish certificates of insurance, showing that the following insurance is in force and will insure all operations under this RFP.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Michigan. Proposer shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

- **PROFESSIONAL LIABILITY INSURANCE** – The successful Proposer shall maintain a policy of professional liability insurance in the amount of at least \$2,000,000 per occurrence.
- **WORKERS’ COMPENSATION** in accordance with the State of Michigan rules and regulations
- **GENERAL LIABILITY INSURANCE** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence.
- **AUTOMOBILE LIABILITY** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

EVALUATION FACTORS

Selection of a successful Proposer will be the sole discretion of City of Hartford. All appointed members of the City of Hartford Board of Commissioners and the City Manager will review Proposer responses to this RFP. Proposals will be evaluated using the following evaluation criteria. Proposers will be selected based on the highest cumulative score, as provided below. The City of Hartford, however, reserves the right to reject any and all proposals and to waive any informality in proposals received for any reason whatsoever.

The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Commissioner and 5 additional points for Section 3 compliance.

45 Points

FIRM QUALIFICATIONS

The proposer’s demonstrated understanding of the City of Hartford’s requirements; the appropriateness of the technical approach (including labor categories, estimated hours and skill mix) and the quality of the work plan; the proposer’s technical capabilities (in terms of personnel, equipment and materials) and the management plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.)

45 Points

FIRM EXPERIENCE

The proposer’s demonstrated experience in performing similar work and the proposer’s demonstrated successful past performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. Firms must demonstrate experience in the following areas: 1) municipal law, 2) court appearances for municipal law related matters, 3) legislative experience with municipal, election and tax law, 4) Home Rule City Charter and Ordinance review, development and enactment, 5) public sector legal matters involving labor relations and other issues, 6) real estate development.

10 Points

PRICE EVALUATION

The price proposal will be evaluated subjectively including an evaluation of how well it matches Proposer's understanding of the City of Hartford's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City of Hartford reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

During proposal evaluation, City of Hartford reserves the right to call for supplementary information from Proposers and to meet with all or any one of them to clarify points of uncertainty or ambiguity. If selected, candidates may be requested to attend an interview to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal prior to being awarded the contract.

Interviews and negotiations may be conducted with contractors who have a reasonable chance of being selected for award. After evaluation of the proposal revisions, if any, the contract will be awarded to the responsible firm whose qualifications, price and other factors considered are advantageous to City of Hartford.


NEGOTIATIONS

Any Proposer recommended for negotiations shall complete a Collusion Affidavit

CONTRACT AWARD

Any contract, resulting from this Solicitation, will be submitted to the Board of Commissioners for approval. All Proposers will be notified in writing when the Board of Commissioners makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City of Hartford to be in the best interest of the HHA. Notwithstanding the rights of protest listed below, the City of Hartford's decision of whether to make the award and to which Proposer shall be final.



-  1035 E. Michigan Ave.
Paw Paw, MI 49079
-  (269) 657-4030 x 5
-  info@vanburencd.org

March 28, 2023

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

Dear City of Hartford Council Members,

I hope your spring is going well. The Van Buren Conservation District's Resource Recovery & Recycling Program is growing, and we invite you to partner with us on all that is happening in our communities. This year includes the following collections – all of which are FREE to Van Buren County residents and landowners because of millage funding and municipality contributions! Businesses are excluded from all collections except the Large Tire collections.

Recycle Roundup
(HHW, Shred Paper, Electronics, Paint, Passenger & Semi Tires)

- June 24 | 9 AM—2 PM | Van Buren Community Mental Health | 801 Hazen St., Paw Paw
- August 5 | 9 AM—2 PM | South Haven Public Works | 1199 8th Ave., South Haven
- October 14 | 9 AM—2 PM | Van Buren ISD Conference Center | 490 S Paw Paw St., Lawrence

Passenger & Semi Tires & Electronics

- April 29 | 8 AM—3:00 PM | Village of Decatur Transfer Station | 300 W Beers St., Decatur
- May 17 | 3 PM—7 PM | Hartford Township Hall | 61310 CR 687, Hartford
- June 29 | 3 PM—7 PM | Covert Transfer Station | Located 1 ¼ mile west of M-140 on 34th Ave
- August 24 | 3 PM—7 PM | Bloomingdale Transfer Station | 1 block west of Bloomingdale on Rocky Rd.
- September 21 | 3 PM—7 PM | Porter Township Hall | 88040 M-40, Lawton

Large Tires (Businesses Included)


- April 24 | 10 AM—1 PM | & April 25 | 4 PM—7 PM | South Haven Public Works | 1199 8th Ave., South Haven
- July 10 | 10 AM—1 PM | & July 11 | 4 PM—7 PM | Van Buren County Building & Grounds | 753 Hazen St., Paw Paw

As we invite you to financially partner with us to continue to provide more services and programs for residents and landowners, we ask you to fill out the enclosed Van Buren County Resource Recovery & Recycling Program Partnership Contract. The funds you contribute will be used to help fund the above-listed events. In addition, filling out this contract and pledging funding for your residents indicates to us that you also have interest in doing one or more of the following with the help of the Van Buren Conservation District and will therefore help us prioritize your community as a host community for collections of interest to you in 2024 since we cannot host a collection in every community every year:


- help fund your residents' household hazardous waste, paint, and electronics recycling/disposal





 1035 E. Michigan Ave.
Paw Paw, MI 49079

 (269) 657-4030 x 5

 info@vanburencd.org

- host a tire, household hazardous waste, and/or electronics collection
- host a year-round electronics collection program
- host a year-round agricultural -icide container program
- host public space and/or roadside cleanup days

In the 2021-2022 fiscal year, the Van Buren County community responsibly recycled and disposed of 27,034 pounds of paint and 17,957 pounds of household hazardous waste. Over 14,922 passenger tire equivalents were removed from Van Buren County, and 77,082 pounds of electronics were recycled.

Last year, it cost \$176,596.71 to run the resource recovery & recycling program. County contributions accounted for \$17,800.00 of those funds, and municipal contributions accounted for \$10,250.00 of those funds. With your partnership, we can expand what we offer and do more to improve Van Buren County for us all.

Please find enclosed the *2023 Recycling Program Contract* for your review and response. **Please fill out and return the contract whether you wish to pledge funding or not.** We want to learn what would benefit your residents and be a more attractive partnership to your municipality. Please sign the contract and email a scanned copy to: resourcerecovery@vanburencd.org or mail the hard copy to:

Van Buren Conservation District
c/o Kalli Marshall
1035 E. Michigan Ave.
Paw Paw, MI 49079

Once received, the Van Buren Conservation District will issue an invoice (if applicable). Please mention these collections at your board meetings throughout the year and promote them in other ways throughout your community, as you see fit. If you have any questions regarding the Resource Recovery & Recycling Program, please feel free to contact me.

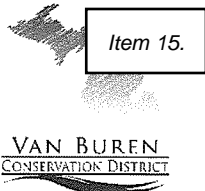
Thank you for your support,



Kalli Marshall
Recycling & Materials Management Coordinator, Van Buren Conservation District
resourcerecovery@vanburencd.org | 269-633-9314



2023 Van Buren County Resource Recovery & Recycling Program
Contract with the Van Buren Conservation District



The _____ (municipality name) will financially support the Van Buren County Resource Recovery & Recycling Program in 2023 and therefore pledges funding to help support the residents and landowners in our municipality to properly dispose of their confidential documents, household hazardous waste, electronics, tires, and more.

The funding you pledge will be used to help support folks in your municipality to properly dispose of the previously listed materials. In addition, by filling out this contract and pledging funding for your residents, you indicate to us that you also have interest in doing one or more of the following with the help of the Van Buren Conservation District (VBCD) Please check all that you are currently interested in.:

- help fund your residents' household hazardous waste, tires, and electronics recycling/disposal
- host a tire, household hazardous waste, and/or electronics collection
- host a year-round electronics collection program
- host a year-round agricultural -icide container program
- host public space and/or roadside cleanup days
- other: _____

Please mark "X" alongside one of the options below to indicate the support your municipality pledges to provide the residents in your municipality.

Our municipality agrees to contribute \$250.00

Our municipality agrees to contribute \$500.00

Our municipality agrees to contribute \$750.00

Our municipality agrees to contribute \$1,000.00

Our municipality agrees to contribute \$1,500.00

Our municipality agrees to contribute \$2,000.00

Our municipality is not interested in funding our residents' special recycling and disposal options at this time. We decline the option to be prioritized for hosting other programs at this time.

Regardless of municipality funding support, Van Buren County residents and landowners are welcome to utilize all collections to properly dispose of and recycle their materials.

Billing and Invoices: After the signed contract is received from your municipality, the Van Buren Conservation District will submit an invoice to the municipality based on your support selection. The municipality shall pay the invoice amount to the Van Buren Conservation District within 45 days of the date of invoice.

Municipality Contact Information: _____ Township/Village/City (*circle one*)

Supervisor's Email Clerk's Email Treasurer Email

Other Email Other Email

Municipality Signature

Printed or typed name Title

Signature Date

If the municipality is not interested in partnering with the Van Buren Conservation District and the resource recovery & recycling program in this way, please indicate why below. If there are other programs you would be more interested in partnering with in the future, please let us know what those programs are.

Van Buren Conservation District Signature

Kalli Marshall Recycling & Materials Management Coordinator
Printed or typed name Title

Signature Date

Contract Signature Page can be sent back to the Van Buren Conservation District the following ways:

Email scanned copy to:
resourcerecovery@vanburencd.org

Mail hard copy to:
Van Buren Conservation District
% Kalli Marshall
1035 E. Michigan Ave.
Paw Paw, MI 49079



CITY OF HARTFORD
 COUNTY OF VAN BUREN
 STATE OF MICHIGAN
PROPOSED AMENDMENT
FIRST READING

THE CITY OF HARTFORD ORDAINS:
 Amendment to Code of Ordinance **320 – 20 RECREATIONAL MARIHUANA LICENSING (MARTMA)**

Section 5 A. Licensing of Marihuana Establishments

SECTION 5. Licensing of Marihuana Establishments

A. The maximum number of each type of recreational marihuana establishment permitted in the City are as follows:

Facility	Number
Grower:	*Number Includes Permits Also Issued for Medical Marihuana Establishments
Class A – 500 Marihuana Plants	5*
Class B – 1000 Marihuana Plants	3*
Class C – 1500 Marihuana Plants	5*
Processor	5*
Secure Transporter	2*
Provisioning/Retail	4*
Safety Compliance Facility	2*
Marihuana Micro Business	1
Marihuana Establishment – Grower	As Defined By: MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (MRTMA) INITATED LAW 1 OF 2018 (THE “ACT”)
Marihuana Establishment – Excess Grower	
Marihuana Establishment - Processor	
Marihuana Establishment – Retailer	
Marihuana Establishment – Safety Compliance	
Marihuana Establishment – Secure Transporter	
Marihuana Establishment – Designated Consumption Center	
Marihuana Establishment - Microbusiness	As Defined As: A. A person holding a marihuana microbusiness license issued under the Act and Michigan Administrative Code R. 420.105. B. A person holding a Class A marihuana microbusiness license issued under Michigan Administrative Code R. 420.105a

1. All Growers are limited to the Light Industrially District and the General Industrial District zoned properties according to the Zoning Map,

Add: 4. No marihuana establishment may be located within 1,000 feet of a school or within 500 feet of a place of worship, as measured in a straight line.

Section 5. J 4. C. 1.

Indoor Operation/ No Drive Thru Service.

1.—All business operations of an establishment or other regulated activity authorized by the Rules promulgated by the State must occur indoors. Unless otherwise allowed for through State and local ordinance, all activities of marihuana establishments or other regulated activity authorized by the Rules promulgated by the State, including, without

limitation, the cultivating, growing, processing, displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted indoors and out of public view except those entities and/or events with an approved event permit by the State and City Council.

Ordinance amendment declared adopted upon publication.

The City of Hartford

RoxAnn Rodney-Isbrecht, Clerk

First Reading: April 11, 2023

Second Reading:

Adopted:

Published:

CITY OF HARTFORD
COUNTY OF VAN BUREN
STATE OF MICHIGAN
PROPOSED AMENDMENT
FIRST READING

THE CITY OF HARTFORD ORDAINS:
Amendment to Code of Ordinance **315 – 17 ESTABLISHMENT OF MEDICAL MARIHUANA FACILITIES**

Section 3. C Authorization of Facilities and Fee

A nonrefundable fee shall be paid by each marihuana facility permitted under this ordinance in an annual amount ~~of not more than \$5,000.00~~ as set by resolution of the City of Hartford City Commission.

Section 4. 25 e.

~~e. All Growing must be performed within an Enclosed Locked Facility which may include indoor or in an enclosed greenhouse.~~

Section 7.

Add: E. All business operations of an establishment or other regulated activity authorized by the Rules promulgated by the State must occur indoors. Unless otherwise allowed for through the State and local ordinance, all activities of marihuana facility or other regulated activity authorized by the Rules promulgated by the State, including without limitation, the cultivating, growing, processing, displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted indoors and out of public view except those entities and/or events with an approved event permit by the State and City Council.

Section 9.D

D. Co-location and stacking of this license shall be permitted where the site is five (5) Acres or larger in size within the allowable zoning areas of **General Industrial** and Light Industrial ~~and Agriculture.~~

Section 11. A

~~A. All activity related to the Processor Facility shall be done indoors.~~

Ordinance amendment declared adopted upon publication.

The City of Hartford

RoxAnn Rodney-Isbrecht, Clerk

First Reading: April 11, 2023

Second Reading:

Adopted:

Published: