



City of Fenton

301 South Leroy Street • Fenton, Michigan 48430-2196 • (810) 629-2261 • FAX (810) 629-2004

CITY OF FENTON COUNCIL AGENDA

Monday November 12, 2012

City Hall Council Chambers

301 South LeRoy Street

7:30 PM

Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

COMMENTS & REPORTS

- City Manager's Report
- Council Member Comments
- Legal Counsel's Report
- Mayor's Comments

CITIZEN'S COMMENTS: IF YOU WISH TO ADDRESS ANY AGENDA ITEMS, PLEASE IDENTIFY YOURSELF AND YOU WILL BE CALLED ON WHEN THAT ITEM IS REACHED. COMMENTS ON ITEMS NOT ON THE AGENDA MAY BE MADE AT THE CALL TO THE AUDIENCE.

A. CONSENT AGENDA:

- Council authorize payment of invoices in the amount of \$150,453.93.
- Council approve the appointment of Connie Tabor to the City of Fenton Board of Review to fill a vacant term to expire on December 31, 2014.

B. PUBLIC HEARING

The City of Fenton will hold a public hearing on Monday, November 12, 2012 at 7:30 PM to accept public comment on the use of its 2013 Federal Community Development Block Grant (CDBG) Program funds. Council may take action on this item at the conclusion of the hearing.

C. CONTRACTS AND PERMITS

Oakwood Cemetery Maintenance Contract – Administration recommends that the Fenton City Council approve extending the Oakwood Cemetery Maintenance Agreement with TNT Outdoor Services, LLC, for one year, with an expiration date of October 31, 2013, at the same terms, conditions and costs (\$30,600/year), and authorize the City Manager and City Clerk to execute the agreement extension.

Fireworks Permit – Administration recommends that the Fenton City Council approve a Fireworks permit from Zambelli Fireworks for a display to be held in conjunction with Jinglefest on December 1, 2012.

D. MORATORIUM ON RESIDENTIAL ICE RINKS IN THE CITY OF FENTON

The City of Fenton currently has a moratorium on the use of residential ice rinks that is in effect until November 15, 2012. Administration recommends that the Fenton City Council extend the Moratorium until such time that the Planning Commission can hold a public hearing on November 29, 2012 to discuss a text amendment change to Article II, General Provisions, of the Zoning Ordinance, and Council has appropriate time to finalize the matter.

CALL TO THE AUDIENCE

ADJOURNMENT

IF ACCOMMODATIONS ARE NEEDED DUE TO A DISABILITY, PLEASE CONTACT THE CITY CLERK'S OFFICE.

EXP CHECK RUN DATES 11/04/2012 - 11/04/2012
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OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 495 LDFA CONSTRUCTION FUND					
Dept 852 LOCAL DEVELOPMENT FINANCE					
495-852-819.100	WEBSITE	3SIXTY INTERACTIVE	WEBSITE HOSITNG & SUPPORT	216.67	
495-852-864.000	CONFERENCES & DUES	CPIX	CBOR EDC 2013 ANNUAL DUES & CPIX ANNU	675.00	
495-852-956.100	MISCELLANEOUS	MICHAEL BURNS	MILEAGE REIMBURSEMENT	16.65	
		Total For Dept 852 LOCAL DEVELOPMENT FINANCE		908.32	
		Total For Fund 495 LDFA CONSTRUCTION FUND		908.32	
		Fund Totals:			
			Fund 495 LDFA CONSTRUC	908.32	
			Total For All Funds:	908.32	

LDFA

EXP CHECK RUN DATES 11/05/2012 - 11/05/2012
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 CITY COUNCIL					
101-101-864.000	CONFERENCES & DUES	FENTON REGIONAL CHAMBER	MEMBERSHIP DUES	79.00	
101-101-864.000	CONFERENCES & DUES	MICHIGAN MUNICIPAL LEAGU	2012 MML CONVENTION - SUE OSBORN	354.00	
101-101-864.000	CONFERENCES & DUES	MICHIGAN MUNICIPAL LEAGU	2012 MML CONVENTION - BENJAMIN SMITH	474.00	
101-101-864.000	CONFERENCES & DUES	MICHIGAN MUNICIPAL LEAGU	2012 MML CONVENTION - BRADLEY JACOB	324.00	
101-101-956.100	MISCELLANEOUS	DIAMOND SPORTS GEAR	AWARDS	72.00	
Total For Dept 101 CITY COUNCIL				1,303.00	
Dept 172 CITY MANAGER					
101-172-864.000	CONFERENCES & DUES	MICHIGAN MUNICIPAL LEAGU	2012 MML CONVENTION - LYNN MARKLAND	324.00	
Total For Dept 172 CITY MANAGER				324.00	
Dept 192 ELECTIONS					
101-192-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	LABELWRITER ADDRESS	43.96	
101-192-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	BROTHER TONER	(51.15)	
101-192-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	TONER & PAPER	64.15	
101-192-727.000	SUPPLIES	HOME DEPOT/GEFCF	STATEMENT AS OF 10/12/12	39.98	
101-192-727.000	SUPPLIES	PRINTING SYSTEMS	OPTICAL SCAN POLL BOOKS	64.00	
101-192-727.000	SUPPLIES	PRINTING SYSTEMS	QVF SINGLE AV APPLICATION	50.00	
101-192-727.000	SUPPLIES	PRINTING SYSTEMS	ELECTION SUPPLIES	41.00	
101-192-956.100	MISCELLANEOUS	JENNIFER NAISMITH	11-6-12 ELECTION EXPENSES	149.50	
Total For Dept 192 ELECTIONS				401.44	
Dept 209 ASSESSOR					
101-209-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	CITY HALL SUPPLIES	45.57	
101-209-727.000	SUPPLIES	GOIN' POSTAL	SUPPLIES	32.25	
101-209-864.000	CONFERENCES & DUES	STATE TAX COMMISSION	ASSESSOR 2013 CERFITICATION RENEWAL	150.00	
101-209-972.100	SOFTWARE LIC/SUPPORT	BS&A SOFTWARE	ASSESSING SYSTEM ANNUAL SERVICE/SUPPO	1,490.00	
Total For Dept 209 ASSESSOR				1,717.82	
Dept 210 ATTORNEY					
101-210-826.000	LEGAL FEES	FOSTER, SWIFT, COLLINS &	PROFESSIONAL SERVICES THROUGH 09/30/1	280.00	
Total For Dept 210 ATTORNEY				280.00	
Dept 211 LEGAL					
101-211-826.000	LEGAL FEES	FOSTER, SWIFT, COLLINS &	PROFESSIONAL SERVICES THROUGH 9/30/12	790.60	
Total For Dept 211 LEGAL				790.60	
Dept 234 GENERAL SERVICES					
101-234-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	TONER & PAPER	138.00	
101-234-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	CITY HALL SUPPLIES	28.45	
101-234-727.000	SUPPLIES	GOIN' POSTAL	SUPPLIES	878.10	
101-234-810.000	PROFESSIONAL SERVICES	COMPREHENSIVE COMPUTING	OCTOBER SERVICES AND EQUIPMENT	1,516.50	
101-234-810.000	PROFESSIONAL SERVICES	DEAF C.A.N.	PROFESSIONAL SERVICES ON 09/28/12	145.36	
101-234-934.000	OFFICE EQUIPMENT MAINT.	RICOH USA, INC	CITY HALL COPIER	803.95	
Total For Dept 234 GENERAL SERVICES				3,510.36	
Dept 253 TREASURER					
101-253-740.000	OPERATING SUPPLIES	CYNTHIA SHANE	IPAD CASE	86.09	
101-253-864.000	CONFERENCES & DUES	MGFOA	2013 MEMBERSHIP DUES - CYNTHIA SHANE	90.00	
101-253-864.000	CONFERENCES & DUES	MGFOA	2013 MEMBERSHIP DUES JILL BECKLEY	90.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 253 TREASURER					
Total For Dept 253 TREASURER				266.09	
Dept 265 CITY HALL					
101-265-740.000	OPERATING SUPPLIES	SUBURBAN OFFICE SUPPLIES	LIBRARY SUPPLIES	21.29	
101-265-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	JANITORIAL SERIVCE OCTOBER	668.08	
101-265-931.000	BUILDING MAINTENANCE	CINTAS	CITY HALL MATS	47.34	
101-265-931.000	BUILDING MAINTENANCE	SUBURBAN OFFICE SUPPLIES	CITY HALL SUPPLIES	119.18	
101-265-957.000	GROUNDS & MISC	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	107.03	
101-265-957.000	GROUNDS & MISC	CJ CALLAGHAN & SONS	LANDSCAPE MAINTENANCE	96.42	
Total For Dept 265 CITY HALL				1,059.34	
Dept 301 POLICE GENERAL					
101-301-740.000	OPERATING SUPPLIES	CHARTER COMMUNICATIONS	8245 12 391 0099207 - POLICE DEPT	101.05	
101-301-740.000	OPERATING SUPPLIES	PFAU PROPERTIES	PRISONER MEALS - 28 @ \$4.00	112.00	
101-301-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	8.79	
101-301-741.000	UNIFORMS	CHRIS HARDENBURGH	UNIFORM PANTS	29.00	
101-301-741.000	UNIFORMS	DANIELLE SHORROCK	UNIFORM PANTS	63.60	
101-301-741.000	UNIFORMS	GALL'S, INC.	POLICE DEPT - SHADOW EARPIECE W/ACCOU	39.99	
101-301-741.000	UNIFORMS	GALL'S, INC.	UNIFORMS	103.97	
101-301-741.000	UNIFORMS	GALL'S, INC.	RECHARGEABLE BATTERY STICK	49.98	
101-301-741.000	UNIFORMS	IMAGE PROJECTIONS	POLICE DEPT UNIFORMS	97.50	
101-301-741.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE DEPT - UNIFORMS	216.93	
101-301-741.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE DEPT - BADGE	70.40	
101-301-961.000	NARCOTICS CONTROL COUNCIL	FLINT AREA NARCOTICS GRO	2012/2013 DUES	18,027.28	
Total For Dept 301 POLICE GENERAL				18,920.49	
Dept 320 POLICE TRAINING					
101-320-960.000	EDUCATION & TRAINING	L.E.O.R.T.C.	FALL 2012 MEMBERSHIP/TRAINING ASSESSM	1,217.71	
Total For Dept 320 POLICE TRAINING				1,217.71	
Dept 327 POLICE STATION & BUILDING					
101-327-740.000	OPERATING SUPPLIES	HOME DEPOT/GEFC	STATEMENT AS OF 10/12/12	81.54	
101-327-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	27.94	
101-327-854.000	EQUIPMENT LEASING	RICOH USA, INC	POLICE DEPARTMENT COPIER	213.50	
101-327-931.000	BUILDING MAINTENANCE	BECK'S PEST CONTROL	PEST CONTROL	120.00	
101-327-931.000	BUILDING MAINTENANCE	CINTAS	POLICE MATS	40.17	
101-327-957.000	GROUNDS & MISC	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	107.03	
101-327-957.000	GROUNDS & MISC	CJ CALLAGHAN & SONS	LANDSCAPE MAINTENANCE	96.43	
Total For Dept 327 POLICE STATION & BUILDING				686.61	
Dept 336 FIRE ADMINISTRATIVE					
101-336-740.000	OPERATING SUPPLIES	GOIN' POSTAL	10 X 13 ENVELOPES - FIRE DEPT	26.99	
101-336-740.100	MEDICAL SUPPLIES/TRAINING	GENESEEE COUNTY MEDICAL C	ID BADGES	5.00	
101-336-740.100	MEDICAL SUPPLIES/TRAINING	GLOVES BY WEB	FIRE DEPT - LG PF BLAZE NITRILE	108.25	
101-336-740.100	MEDICAL SUPPLIES/TRAINING	GLOVES BY WEB	XLG PF BLAZE NITRILE	95.00	
101-336-740.100	MEDICAL SUPPLIES/TRAINING	MIKEL PETERSON	REIMBURSEMENT FOR EMS LICENSE	25.00	
101-336-741.000	UNIFORMS	NYE UNIFORM COMPANY	FIRE DEPT - TEX TROP L/S SHIRT	47.43	
101-336-864.000	CONFERENCES & DUES	GEN. CO. FIRE CHIEF'S AS	DUES- CAIRNDUFF & HADFIRLD	245.00	
101-336-864.000	CONFERENCES & DUES	SOUTHEAST MI. FIRE CHIEF	2013 ACTIVE MEMBERSHIP DUES	120.00	
101-336-934.000	EQUIPMENT MAINT.	DEWEY'S AUTO CENTER, INC	REMOVE & REPLACE BATTERIES	328.90	
101-336-934.000	EQUIPMENT MAINT.	GRAINGER	RESPIRATOR WIPES	39.72	

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Fund 101 GENERAL FUND					
Dept 336 FIRE ADMINISTRATIVE					
101-336-934.000	EQUIPMENT MAINT.	RICOH USA, INC	FIRE DEPT COPIER	156.00	
101-336-934.000	EQUIPMENT MAINT.	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	39.74	
Total For Dept 336 FIRE ADMINISTRATIVE				1,237.03	
Dept 345 FIRE COMMUNICATIONS					
101-345-851.000	RADIO COMMUNICATIONS	MOTOROLA INC.	COMMANDER II REMOTE SPEAKER MICROPHONE	238.43	
Total For Dept 345 FIRE COMMUNICATIONS				238.43	
Dept 346 FIRE STATION					
101-346-740.000	OPERATING SUPPLIES	CHARTER COMMUNICATIONS	FIRE HALL CABLE	35.09	
101-346-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	JANITORIAL SERIVCE OCTOBER	429.48	
101-346-931.000	BUILDING MAINTENANCE	ALLIANCE PROPERTY MANAGE	LAWN MAINTENANCE OCTOBER	80.00	
101-346-931.000	BUILDING MAINTENANCE	CINTAS	FIRE HALL MATS	47.44	
101-346-931.000	BUILDING MAINTENANCE	SUBURBAN OFFICE SUPPLIES	FIRE DEPT - MAINTENANCE SUPPLIES	24.29	
101-346-931.000	BUILDING MAINTENANCE	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	19.86	
Total For Dept 346 FIRE STATION				636.16	
Dept 371 INSPECTION					
101-371-727.000	SUPPLIES	ELITE BUSINESS PRODUCTS	SPPLIES	0.01	
101-371-727.000	SUPPLIES	GOIN' POSTAL	SUPPLIES	106.14	
101-371-818.000	CONTRACTED SERVICES	CIB PLANNING	PLANNING CONSULT & DEV. REV. ADMIN TA	2,472.50	
101-371-818.000	CONTRACTED SERVICES	JERRY WILLHELM	RENTAL INSPECTIONS	1,540.00	
Total For Dept 371 INSPECTION				4,118.65	
Dept 445 DRAINS					
101-445-965.000	DRAIN ASSESSMENT	GENESEE CO. DRAIN COMMIS	DRAINS@LARGE PER 2012 TAX ROLL	6,789.18	
Total For Dept 445 DRAINS				6,789.18	
Dept 738 LIBRARY					
101-738-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	JANITORIAL SERIVCE OCTOBER	1,002.13	
101-738-931.000	BUILDING MAINTENANCE	GOYETTE MECHANICAL	LIBRARY MAINTENANCE	466.50	
101-738-931.000	BUILDING MAINTENANCE	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	3.95	
101-738-956.100	MISCELLANEOUS	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	142.98	
101-738-956.100	MISCELLANEOUS	CJ CALLAGHAN & SONS	LANDSCAPE MAINTENANCE	64.29	
Total For Dept 738 LIBRARY				1,679.85	
Dept 740 MUSEUM					
101-740-956.100	MISCELLANEOUS	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	71.06	
101-740-956.100	MISCELLANEOUS	CJ CALLAGHAN & SONS	LANDSCAPE MAINTENANCE	107.14	
Total For Dept 740 MUSEUM				178.20	
Dept 746 COMMUNITY NEEDS					
101-746-819.100	WEBSITE	3SIXTY INTERACTIVE	WEBSITE HOSTING & SUPPORT	216.66	
Total For Dept 746 COMMUNITY NEEDS				216.66	
Total For Fund 101 GENERAL FUND				45,571.62	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	AL'S TRUCKING & BLDG MAT	CEMENT	38.00	
202-463-740.000	OPERATING SUPPLIES	AL'S TRUCKING & BLDG MAT	CEMENT	36.00	

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Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	AL'S TRUCKING & BLDG MAT	MASON MIX	11.00	
202-463-818.000	CONTRACTED SERVICES	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES THROUGH 10/20/1	280.00	
Total For Dept 463 MAINTENANCE				365.00	
Dept 474 TRAFFIC SERVICES					
202-474-818.000	CONTRACTED SERVICES	GENESEE CO. ROAD COMMISS	S-MTCE OWEN @ JENNINGS - STOP & GO SI	3.69	
Total For Dept 474 TRAFFIC SERVICES				3.69	
Dept 482 DPW DIRECTOR					
202-482-742.000	CLOTHING ALLOWANCE	TRACTOR SUPPLY CREDIT PL	STATEMENT AS OF 10/21/12	149.98	
Total For Dept 482 DPW DIRECTOR				149.98	
Total For Fund 202 MAJOR STREET FUND				518.67	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-740.000	HOT MIX ASPHALT (TONS)	ACE ASPHALT AND PAVING	HOT ASPHALT REPAIRS	872.03	
Total For Dept 463 MAINTENANCE				872.03	
Dept 482 DPW DIRECTOR					
203-482-741.000	UNIFORMS	CINTAS	DPW UNIFORMS	40.39	
203-482-741.000	UNIFORMS	CINTAS	DPW UNIFORMS	38.51	
203-482-741.000	UNIFORMS	CINTAS	DPW UNIFORMS	38.51	
203-482-741.000	UNIFORMS	CINTAS	DPW UNIFORMS	38.51	
203-482-741.000	UNIFORMS	CINTAS	DPW UNIFORMS	38.51	
Total For Dept 482 DPW DIRECTOR				194.43	
Total For Fund 203 LOCAL STREET FUND				1,066.46	
Fund 208 PARK/RECREATION FUND					
Dept 691 RECREATION & PARKS					
208-691-775.000	COMPUTER MANAGED LOCK	FBH SECURITY	INSTALL NEW ELECTRONIC LOCK AT BUSH P	695.00	
208-691-775.600	PARKS-LAWN CUTTING C.C.	CJ CALLAGHAN & SONS	PLANTING BED MAINTENANCE	166.67	
208-691-775.600	PARKS-LAWN CUTTING C.C.	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	428.10	
208-691-775.600	PARKS-LAWN CUTTING C.C.	CJ CALLAGHAN & SONS	LANDSCAPE MAINTENANCE	669.86	
208-691-775.600	PARKS-LAWN CUTTING C.C.	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	7,550.00	
208-691-810.000	PROFESSIONAL SERVICES	MICHIGAN MUNICIPAL LEAGU	CDL CONSORTIUM DRIVER FEE	630.00	
208-691-956.100	MISCELLANEOUS	CRAFTSMAN ELECTRICAL SER	BUSH PARK GAZEBO REPAIRS	250.00	
Total For Dept 691 RECREATION & PARKS				10,389.63	
Total For Fund 208 PARK/RECREATION FUND				10,389.63	
Fund 209 CEMETERY FUND					
Dept 277 CEMETERY OPERATING					
209-277-956.100	MISCELLANEOUS	ALLIED WASTE SERVICES #2	OAKWOOD CEMETERY FRONT LOAD	85.17	
209-277-956.100	MISCELLANEOUS	DOUGLAS TEBO	50 GALLON BARRELS	55.00	
Total For Dept 277 CEMETERY OPERATING				140.17	
Total For Fund 209 CEMETERY FUND				140.17	
Fund 226 GARBAGE AND RUBBISH COLLECTION FUND					

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Fund 226 GARBAGE AND RUBBISH COLLECTION FUND					
Dept 528 SANITATION					
226-528-818.000	CONTRACTED SERVICES	REPUBLIC SERVICES #237	RECYCLING, GARBAGE, & YEAR WASTE	35,282.60	
Total For Dept 528 SANITATION				35,282.60	
Total For Fund 226 GARBAGE AND RUBBISH COLLECTION FUN				35,282.60	
Fund 590 SEWER FUND					
Dept 000					
590-000-131.000	SEWER LINE IMPROVEMENTS	HUBBELL, ROTH & CLARK	BRIARWOOD PUMP STA RENOV THRU 10/20/1	312.90	
590-000-131.000	SEWER LINE IMPROVEMENTS	HUBBELL, ROTH & CLARK	PROFESSIONAL SERVICES THROUGH 10/20/1	1,281.98	
Total For Dept 000				1,594.88	
Dept 548 SEWER					
590-548-810.000	ELECTRONIC RAIN GUAGE	KENNEDY INDUSTRIES INC.	RAIN GAUGE W/HEATER	1,880.00	
590-548-818.000	CONTRACTED SERVICES	CJ CALLAGHAN & SONS	LAWN MAINTENANCE ADDITIONAL WORK	350.00	
590-548-818.000	CONTRACTED SERVICES	COMPREHENSIVE COMPUTING	MONTHLY MAINTENANCE OCTOBER	758.25	
Total For Dept 548 SEWER				2,988.25	
Dept 549 LIFT STATION					
590-549-740.000	FLOAT SOLVE (5GAL BUCKETS)	MEYER LABORATORY, INC	FLOAT SOLVE LIFT STATION DEGREASER/CL	569.52	
590-549-818.000	FIELD SERVICE	KENNEDY INDUSTRIES INC.	ELIZABETH/LEHMEN LIFT STATION WORK	528.00	
Total For Dept 549 LIFT STATION				1,097.52	
Total For Fund 590 SEWER FUND				5,680.65	
Fund 591 WATER FUND					
Dept 173 728					
591-173-727.000	SUPPLIES	GOIN' POSTAL	SUPPLIES	91.25	
Total For Dept 173 728				91.25	
Dept 266 WATER TREATMENT PLANT					
591-266-740.000	OPERATING SUPPLIES	BRIGHTON ANALYTICAL LABS	WATER DEPT - 2 ANIONS BY EPA	30.00	
591-266-740.000	OPERATING SUPPLIES	CARMEUSE LIME AND STONE	BULK HYDRATE	4,491.00	
591-266-740.000	LCO2	CONTINENTAL CARBONIC PRO	LIQUID CARBON DIOXIDE	1,652.00	
591-266-740.000	OPERATING SUPPLIES	EXFILL		96.04	
591-266-740.000	OPERATING SUPPLIES	HOME DEPOT/GEFC	ATATEMENT AS OF 10/12/12	19.49	
591-266-740.000	ANNUAL DRINKING WATER FEE	MI. DEPT OF ENVIRON. QUA	ANNUAL MDEQ DRINKING WATER FEE	5,381.20	
591-266-740.000	OPERATING SUPPLIES	MI. DEPT OF ENVIRON. QUA	SILVER LAKE PARK 2013 ANNUAL FEE	130.69	
591-266-740.000	OPERATING SUPPLIES	PLATINUM MECHANICAL INC.	1226 BOILER REPAIRS	398.90	
591-266-740.000	MEDIUM CHARGE ANIONIC EMULSION	REBCO	ANIONIC EMULSION POLYMER	1,575.00	
591-266-740.000	BALDOR EM3211T MOTOR	RELIANCE ELECTRIC MACHIN	SMALL CHEMICAL PUMP MOTOR	590.00	
591-266-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	WATER SUPPLIES	18.53	
591-266-742.000	CLOTHING ALLOWANCE	CINTAS	GEOFF FEIT CLOTHING ALLOWANCE	145.93	
591-266-742.000	CLOTHING ALLOWANCE	CINTAS	JIM BRAYAK CLOTHING ALLOWANCE	147.98	
591-266-818.000	REBUILD 4-INCH RPZ	I.M MOSKOVITZ PLUMBING S	REBUILD 3 RPZ AT WATER PLANT	1,880.00	
591-266-818.000	CONTRACTED SERVICES	WILDLIFE MGT & RESCUE	END OF CONTRACT COST	200.00	
591-266-931.000	BUILDING MAINTENANCE	CJ CALLAGHAN & SONS	LAWN MAINTENANCE ADDITIONAL WORK	450.00	
591-266-931.000	BUILDING MAINTENANCE	SUNSET MAINTENANCE	CLEANING SERIVCE OCTOBER & FLOOR REFI	751.32	
Total For Dept 266 WATER TREATMENT PLANT				17,958.08	
Dept 900 WATER OPERATING					
591-900-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	ANTIFREEZE	9.38	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 900 WATER OPERATING					
591-900-740.000	5/8X3/4 SR METERS W/TOUCHPADS	ETNA SUPPLY	WATER METERS	3,240.00	
591-900-740.000	OPERATING SUPPLIES	PIONEER QUICK LUBE - FEN	OIL CHANGE	62.32	
591-900-740.000	OPERATING SUPPLIES	SLC METER SERVICE INC.	WATER DEPT SUPPLIES	67.21	
591-900-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	WATER SUPPLIES	(8.82)	
591-900-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PL	STATMENT AS OF 10/21/12	204.98	
591-900-740.000	OPERATING SUPPLIES	VIC BOND SALES, INC.	DPW SUPPLIES	148.58	
591-900-741.000	UNIFORMS	CINTAS	WATER UNIFORMS	38.19	
591-900-741.000	UNIFORMS	CINTAS	WATER UNIFORMS	38.19	
591-900-741.000	UNIFORMS	CINTAS	WATER UNIFORMS	38.19	
591-900-741.000	UNIFORMS	CINTAS	WATER UNIFORMS	38.19	
591-900-742.000	CLOTHING ALLOWANCE	TRACTOR SUPPLY CREDIT PL	STATMENT AS OF 10/21/12	79.99	
591-900-818.000	CONTRACTED SERVICES	COMPREHENSIVE COMPUTING	MONTHLY MAINTENANCE OCTOBER	758.25	
591-900-971.300	MONTHLY BILLING	HYDRO-DESIGNS, INC.	CROSS CONNECTION CONTROL PROGRAM	1,265.00	
Total For Dept 900 WATER OPERATING				5,979.65	
Total For Fund 591 WATER FUND				24,028.98	
Fund 640 DPW EQUIPMENT REVOLVING FUND					
Dept 932 EQUIPMENT					
640-932-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	SEA FOAR TREATMENT	51.51	
640-932-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	FILTERS	38.76	
640-932-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	ANTIFREEZE	9.38	
640-932-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	CORE RETURNS	(38.00)	
640-932-740.000	OPERATING SUPPLIES	CARQUEST AUTO PARTS STOR	GRINDING WHEEL	5.78	
640-932-740.000	OPERATING SUPPLIES	DELL	DPW SUPPLIES	75.89	
640-932-740.000	OPERATING SUPPLIES	HOME DEPOT/GEFC	STATEMENT AS OF 10/12/12	48.00	
640-932-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	185.04	
640-932-751.000	15W40 HYDRAULIC OIL	MICHIGAN PETROLEUM TECHN	BULK OILS FOR DPW EQUIPMENT	1,034.06	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	DIESEL	937.37	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	UNLEADED GAS	1,094.90	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	UNLEADED GAS	1,189.48	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	CON POWERTRAN	561.80	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	UNLEADED GAS	1,410.74	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	DIESEL	1,685.29	
640-932-931.000	BUILDING MAINTENANCE	ARMSTEAD AUTOMOTIVE REPA	DPW MAINTENANCE	351.72	
640-932-931.000	BUILDING MAINTENANCE	CARQUEST AUTO PARTS STOR	FILTERS	48.04	
640-932-931.000	BUILDING MAINTENANCE	CINTAS	DPW MATS	47.50	
640-932-933.000	DPW EQUIP MAINT	CARQUEST AUTO PARTS STOR	FUSES	13.26	
640-932-933.000	DPW EQUIP MAINT	CARQUEST AUTO PARTS STOR	RELPLACEMENT BULBS	1.23	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	OIL CHANGE & WIPER BLADES	77.45	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	OIL CHANGE	37.45	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	MOUNT & BALANCE WINTER TIRES	203.01	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	OIL CHANGE & FILTERS	79.90	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	REMOVE & REPLACE ALTERNATOR	405.45	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	OIL CHANGE	32.95	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	REMOVE AND REPLACE BATTERY	40.00	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	REPLACE BLINKER/ TAIL LIGHT	17.50	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	OIL CHANGE & ROTATE TIRES	56.45	
640-932-934.000	POLICE EQUIPMENT	WISEMAN REALTY	INSTALL STRUTS & DRIVE BELT	580.45	
640-932-953.000	DRIVERS LICENSE FEES	SCOTT GORDON	REIMBURSEMENT FOR CDL RENEWAL	70.00	

11/09/2012 04:12 PM
User: JDEHMEL
DB: Fenton

INVOICE GL DISTRIBUTION REPORT FOR CITY OF FENTON

EXP CHECK RUN DATES 11/05/2012 - 11/05/2012
UNJOURNALIZED
OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 640 DPW EQUIPMENT REVOLVING FUND					
Dept 932 EQUIPMENT					
			Total For Dept 932 EQUIPMENT	10,352.36	
			Total For Fund 640 DPW EQUIPMENT REVOLVING FUND	10,352.36	
			Fund Totals:		
			Fund 101 GENERAL FUND	45,571.62	
			Fund 202 MAJOR STREET	518.67	
			Fund 203 LOCAL STREET	1,066.46	
			Fund 208 PARK/RECREATI	10,389.63	
			Fund 209 CEMETERY FUND	140.17	
			Fund 226 GARBAGE AND R	35,282.60	
			Fund 590 SEWER FUND	5,680.65	
			Fund 591 WATER FUND	24,028.98	
			Fund 640 DPW EQUIPMENT	10,352.36	
			Total For All Funds:	133,031.14	

EXP CHECK RUN DATES 11/06/2012 - 11/06/2012
 UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-220.173	LASCO FORD	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	156.25	
101-000-220.173	LASCO FORD	OHM ENGINEERING ADVISORS	LASCO PARKING LOT EXPANSION THRU 9/30	524.00	
101-000-220.352	WISE DEALERSHIP	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	93.75	
101-000-220.356	MICHIGAN EYE INSTITUTE	OHM ENGINEERING ADVISORS	EYECARE CENTER CONST SERV THRU 9/30/1	279.00	
101-000-220.386	ECLECTIONS	GOIN' POSTAL	OVS PRINTS	126.00	
101-000-220.387	MEDI LODGE	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	2,062.50	
101-000-220.391	CLARKSTON UNION	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	562.50	
101-000-220.392	CHASE BANK SILVER PARKWAY	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	62.50	
101-000-220.393	MEADOWRIDGE INDUSTRIAL DEVELOPM	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	93.75	
101-000-220.394	302 S. LEROY STREET	CIB PLANNING	PLANNING CONSULT & DEV REVIEWS	375.00	
Total For Dept 000				4,335.25	
Total For Fund 101 GENERAL FUND				4,335.25	
Fund Totals:					
Fund 101 GENERAL FUND				4,335.25	
Total For All Funds:				4,335.25	

ESCROW

EXP CHECK RUN DATES 11/07/2012 - 11/07/2012
 UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 DDA CONSTRUCTION FUND					
Dept 851 DOWNTOWN DEVELOPMENT					
401-851-825.200	STREET LIGHTS	CRAFTSMAN ELECTRICAL SER	DOWNTOWN LIGHTING CONTROLS SERVICE CA	126.67	
401-851-825.300	STREETSCAPE	LANDSCAPE ARCHITECTURE S	DOWNTOWN FENTON STREETSCAPE	4,125.00	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	PROFESSIONAL SERVICES THROUGH 10/31/1	52.50	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	PROFESSIONAL SERVICES THROUGH 10/31/1	1,137.50	
401-851-971.413	LANDSCAPING MAINT	CJ CALLAGHAN & SONS	LANDSCAPING	1,114.13	
401-851-971.414	LAWN CARE	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	400.00	
401-851-971.414	LAWN CARE	CJ CALLAGHAN & SONS	LAWN MAINTENANCE	1,050.00	
401-851-975.000	FIRE HALL	CIB PLANNING	FIRE HALL REZONING	956.75	
401-851-975.750	WEBSITE	3SIXTY INTERACTIVE	WEBSIT HOSITNG & SUPPORT	216.67	
401-851-975.812	CORNERSTONE	MANSOUR REALTY, INC	NOVEMBER CONSULTING FEES FOR CORNERST	3,000.00	
Total For Dept 851 DOWNTOWN DEVELOPMENT				12,179.22	
Total For Fund 401 DDA CONSTRUCTION FUND				12,179.22	
Fund Totals:					
Fund 401 DDA CONSTRUCT				12,179.22	
Total For All Funds:				12,179.22	

DDA

BOARD OF REVIEW APPLICATION

NAME:

CONNIE TABUN

HOW LONG HAVE YOU LIVED IN THE CITY OF FENTON?

20 yrs

PLEASE GIVE A BRIEF SUMMARY OF YOUR EDUCATIONAL AND WORK BACKGROUND:

(15 yrs) REACTOR FOR PIPER REALTY COMPANY
WITH A CRS - DESIGNATION

PLEASE LIST ANY PREVIOUS CIVIC OR SERVICE CLUB INVOLVEMENT:

BOARD OF REVIEW -

PLEASE TELL US MORE ABOUT YOURSELF AND YOUR INTEREST IN SERVING ON A BOARD OR COMMISSION FOR THE CITY OF FENTON:

LIVING IN THE CITY I WANT TO SEE THE
HOME VALUES STABLE SO OUR COMMUNITY
CAN HAVE A STRONG TAX BASE

SIGNATURE

Connie Tabun

ADDRESS:

710 S. EAST

TELEPHONE:(home)

810-955-2457

(business)

REACTOR

DATE:

10-17-12

Please complete and return this form to the Fenton City Clerk, 301 South Leroy Street, Fenton, MI 48430. The information you have supplied will be provided to specific boards, the City Council, and is also subject to public disclosure under the Michigan Freedom of Information Act, as amended. If you have any questions, you may contact the City Clerk's office at (810)629-2261.



City of Fenton

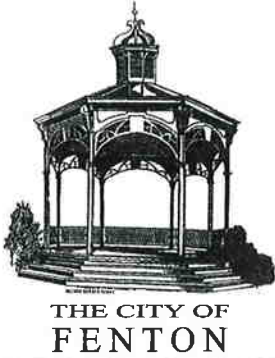
301 South Leroy Street • Fenton, Michigan 48430-2196 • (810) 629-2261 • FAX (810) 629-2004

Public Notice

The City of Fenton will hold a public needs hearing on the use of its 2013 Federal Community Development Block Grant (CDBG) Program funds on Monday November 12, 2012 at 7:30 PM at Fenton City Hall, 301 S. LeRoy St, Fenton MI.

The purpose of the hearing is to offer an opportunity for citizens to express their ideas on community needs and project proposals concerning the use of Federal CDBG funds for the 2013 Program Year. The hearing will also provide an opportunity for citizens to comment on past CDBG projects.

FENTON CITY COUNCIL MEMORANDUM



DATE: November 9, 2012
TO: Lynn H. Markland, City Manager *LM*
FROM: Michael T. Burns, Assistant City Manager *MTB*
RE: CDBG Grant

As a requirement to receive Community Development Block Grant funding by the Genesee County Metropolitan Planning Commission, the City Council must recommend and approve the projects they wish to submit for funding for.

The City of Fenton will receive \$80,700 in CDBG funding for the 2013 Program Year. This program is awarded on a tri-annual basis. In addition, \$12,105 or 15% must be used for Public Service Programs.

It appears that the funding (\$62,000) for the elevator at the Fenton Community Center has expired. The City has the opportunity to submit the grant again for this purpose. We can request the maximum 85% of CDBG funding for this in the amount of \$68,595. For the 15% funding requirement for this grant, we have the opportunity to continue providing the grant funding of \$12,105 for Public Service Projects which could be used to assist with operational costs (i.e. salaries, utilities) to the Loose Senior Center.

The allocation of \$12,105 will be spread across the tri-annual period at a rate of \$4035. In previous tri-annual funding periods, the City of Fenton has partnered with Fenton Township and Argentine Township to provide their portion of Public Service funding to the Loose Senior Center. It is unsure at this point if Fenton and Argentine Townships are continuing their allocation of CDBG funding to Loose.

In order for the City of Fenton to continue in the grant application process, the City Council must approve projects they wish to submit for this application. The CDBG Grant Application must be submitted by November 16, 2012.

I am recommending that City Council approve for the City Administration to submit requests for the Community Development Block Grant funds from Genesee County Metropolitan Planning Commission for a handicapped accessible elevator project at the Fenton Community and Cultural Center and for operational assistance at the Loose Senior Center.

If you have any questions, feel free to reach me.

Memorandum



THE CITY OF
FENTON

PUBLIC WORKS

DATE: November 9, 2012

TO: Lynn Markland, City Manager

FROM: Daniel Czarnecki, Public Works Director

RE: Cemetery Maintenance Contract Extension

Maintenance at the Oakwood Cemetery has been performed by TNT Outdoor Services, LLC, since 2009. They clean up debris, perform mowing and trimming, prune shrubs, fill holes, and perform other similar maintenance activities. The current contract expired on October 31, 2012.

TNT Outdoor Services, LLC, is agreeable to extending the current contract for one year for the same terms, conditions, and at the same cost of \$30,600, with a new expiration date of October 31, 2013.

TNT Outdoor Services, LLC, has done a very good job in keeping Oakwood Cemetery looking good. They are easy to work with, respond timely when contacted, and have a polite and respectful staff.

The Cemetery Board has approved extending the current contract for one year. They discussed the work TNT Outdoor Services, LLC, have done to date and are very pleased with the work.

It is my recommendation that the City Council approves extending the Oakwood Cemetery Maintenance Agreement with TNT Outdoor Services, LLC, for one year, with an expiration date of October 31, 2013, at the same terms, conditions and costs (\$30,600/year), and authorize the City Manager and City Clerk to sign the agreement extension.



City of Fenton

301 South Leroy Street • Fenton, Michigan 48430-2196 • (810) 629-2261 • FAX (810) 629-2004

October 31, 2012

TNT Outdoor Services, LLC
Mr. Tom Aldrich
P.O. Box 634
Fenton, MI 48430

RE: Oakwood Cemetery Maintenance Agreement

Dear Mr. Aldrich:

The City of Fenton would like to extend the current maintenance agreement with your company, TNT Outdoor Services, LLC, for one year, to expire October 31, 2013, for the same terms and conditions, and same cost of \$30,600 for the contract year, divided into twelve equal payments and paid monthly, subject to approval by the Oakwood Cemetery Board and the Fenton City Council.

If this is agreeable to you, please sign below. With your signature I will bring this forward to the Oakwood Cemetery Board at their November 8, 2012, meeting for their approval, and to the November 12, 2012, Fenton City Council meeting for their approval.

If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Czarnecki", written over a horizontal line.

Daniel Czarnecki
Public Works Director

By signing below I agree to extend the current Oakwood Cemetery Maintenance Agreement until October 31, 2013, for the same terms, conditions and costs (\$30,600/yr) as the current agreement.

TNT OUTDOOR SERVICES

A handwritten signature in blue ink, appearing to read "Tom Aldrich", written over a horizontal line.

Tom Aldrich

**OAKWOOD CEMETERY MAINTENANCE AGREEMENT
2009-2012**

This is an Agreement dated this 11th day of August, A.D, 2009, by and between the City of Fenton, a Municipal Corporation, and TNT Outdoor Services, a Michigan Corporation, with offices at P.O. Box 634, Fenton, Michigan, 48430 hereinafter referred to as the CONTRACTOR.

WHEREAS, pursuant to an advertisement for bids for the Maintenance of Oakwood Cemetery in the City of Fenton, the Fenton City Council accepted the bid of TNT Outdoor Services, Inc.; and

WHEREAS, investigation by the Oakwood Cemetery Board indicates that TNT Outdoor Services, LLC appears capable of doing a satisfactory job in connection with the maintenance of Oakwood Cemetery;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereto agree as follows:

CONTRACTOR shall maintain Oakwood Cemetery in a manner satisfactory to the Oakwood Cemetery Board and the City Council. The CONTRACTOR shall furnish and maintain all equipment and material necessary for the care and maintenance of the cemetery. Such maintenance shall include, but shall not be limited to, the care of the lawns, including mowing and trimming; the removal and disposal off-site of leaves; the raising and sodding or seeding of sunken graves; the trimming and care of evergreens and shrubs; the maintenance of flower beds; the opening of catch basin gratings; all of these and others as described below:

A. Cleaning - Approximately in early April, or as soon as weather permits, the CONTRACTOR shall remove and dispose of all debris which accumulated through the winter. This may include, but not be limited to grave blankets, wreaths, wilted flowers, leaves, twigs, paper and all other debris. The dump site on the west side of the cemetery may be used only for dirt removed from graves. All other debris must be disposed of off-site, or within the dumpster supplied by the City of Fenton.

B. Mowing - Complete mowing and trimming for the season each contract year shall proceed as follows:

This will require approximately 18 cuttings and 6 trimmings. Usually starting in late April (whenever the grass starts to grow), and ending in late October (whenever the grass stops growing). Monofilament shall be considered the standard method of trimming, except in a few cases where weed control chemical shall be used. Such use of weed control shall be reported in the monthly report as described in Section K.

C. Trimming - Major tree trimming is not part of this contract. However, the

CONTRACTOR shall perform minor work, such as removal of broken or fallen limbs, which would obstruct pedestrian or auto traffic. Shrubs and minor trees shall be trimmed as required to aid plant structure or to increase the vigor and appearance of the plants. Pruning shall not change the general characteristics of the plant. The CONTRACTOR shall remove any dead or broken branches, as required. Trees, bushes, shrubs shall be kept free from climbing vines and other encroachments.

- D. Pruning - Juniper and Yew tree masses shall be pruned as one mass of evergreen. In general such pruning shall achieve clearance for the grave markers and freedom of mowing, and restore appearance from the damage of winter storms.
- E. Additional Work - Until such time as the frequency of vandalism has diminished, the Cemetery Board endeavors to find ways to control this scourge. Simple tipping and rolling of small stones and markers shall be restored by the CONTRACTOR and reported to the Cemetery Board. When this work requires undue time and equipment and material, the CONTRACTOR, at his discretion, shall report such damage and an agreement separate from this contract may be arranged, calling for additional funding.
- F. Catch Basins - The CONTRACTOR shall remove debris from the gratings of all catch basins. When runoff sand and gravel have accumulated, the CONTRACTOR shall report such runoff damage to the Cemetery Board or its designate in the monthly report detailed in Section K.
- G. Sunken Graves - The CONTRACTOR shall regularly and continuously fill grave sites that have settled to level ground, with additional seeding as needed. City shall supply the fill dirt.
- H. Damage Control - The CONTRACTOR shall report to the Cemetery Board any damaged grave stones, grave markers or urns, or any damage to Oakwood Cemetery property due to either vandalism or an act of God that are observed by himself or his employees. Such report shall be included in a monthly report detailed in Section K of this contract.
- I. Convenience - Should the CONTRACTOR cause any grave stone, grave marker or urn to be moved, the CONTRACTOR shall promptly return such stones, markers or urns to their original positions. The Cemetery Board or it's designate shall determine accountability when the source of this damage is in doubt.
- J. The CONTRACTOR shall be responsible for damage done by himself or his employees to any grave markers, shrubs, trees, fence, decorations or other property in Oakwood Cemetery.
- K. Monthly Report - The CONTRACTOR shall provide to the City of Fenton a report

detailing the activities performed in the fulfillment of this contract. Such report shall not be required more frequently than monthly and shall accompany the CONTRACTOR'S billing for services performed.

The minimum pertinent details to be included are:

1. Summary of hours expended in the care and maintenance of the cemetery subdivided as follows:

a) Direct working hours of the CONTRACTOR'S employees expended for the general and routine care of the cemetery. This may include a reasonable allowance for travel, and other nonproductive activities. However, all hours shown must be hours for which the employee was compensated.

b) Direct working hours (as described above) for extraordinary items. Extraordinary items are defined as those items that are not routinely expected or are not expected to the extent that they occurred (i.e. storm damage, downed limbs, etc. more severe than typical). Extraordinary items can also include improvements separately discussed between the parties for which the CONTRACTOR may or may not receive additional compensation.

c) Hours expended supervising the direct working hours in a) and b) above. It is recognized that supervisors may occasionally perform work as described in a) and b) above. These hours must not be reported twice, but should be included either in a) or b), or in c), based upon the principal activity (i.e. working or supervising).

L. Trash barrels shall be emptied as required. Policing for litter shall be a continuous effort.

M. The entire cemetery shall be mowed, trimmed, and looking good for Memorial Day. This may require as much as 1½ mowings during the week preceding Memorial Day. Being a public facility, and because it has a park-like appearance, Oakwood Cemetery is a point of civic pride as well as an historic setting in the eyes of many city residents. Oakwood Cemetery is a place of community pride, and the Cemetery Board expects this facility to be an example of competent maintenance.

The CONTRACTOR shall have charge of and be responsible for the entire work under this contract. A competent superintendent, foreman or other representative invested with sufficient authority to conduct the work properly shall be maintained on the work at all times.

The CONTRACTOR shall do such extra work as may be ordered in writing by the Cemetery Board. No payment will be made for extra work unless so ordered. Extra work will be

paid for at a price agreed upon prior to commencing work.

The CONTRACTOR shall employ people who are competent, and whenever the Cemetery shall notify the CONTRACTOR that any person on the work is incompetent, unfaithful or disorderly or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person, public or representing the owner, such person shall be immediately discharged from the work and shall not be re-employed upon it except with the consent of the Cemetery Board.

The CONTRACTOR shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City.

The CONTRACTOR agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry, disability or any other basis prohibited by State or Federal law or regulation.

Without limitation on the foregoing, the CONTRACTOR shall be solely responsible for:

- a) Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- b) Payment of any and all FICA, unemployment contributions and other payroll related taxes or contributions required to be paid by CONTRACTOR under State and Federal law.
- c) Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d) Payment of any and all suppliers, merchants or vendors from whom the CONTRACTOR obtains items and materials related to the contract.

The CONTRACTOR shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of CONTRACTOR.

The CONTRACTOR will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise thereof, arising out of or connected with the performance of this contract. The CONTRACTOR shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:

- a minimum of \$100,000/\$300,000 combined single limit insurance coverage per occurrence and aggregate for bodily injury and property damages.
- workman's compensation coverage.