



# City of Fenton

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

## **CITY OF FENTON COUNCIL AGENDA**

**Monday, March 14, 2011**

**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 \$138,944.34.
- Approve and place on file a public hearing notice for the electric customers of Consumers Energy for March 22, 2011.
- Approve the appointment of Vera Hogan to the Oakwood Cemetery Board for a first term to expire on April 1, 2015.

#### **B. CONTRACT TO PROVIDE FIRE PROTECTION SERVICES TO TYRONE TOWNSHIP.**

Administration recommends that the Fenton City Council approve a five-year contract to provide fire protection services to Tyrone Township.

#### **C. PATROL VEHICLE PURCHASE**

Administration recommends that the Fenton City Council approve the purchase of a replacement patrol vehicle for the Police department.

## **D. REQUESTS TO CITY COUNCIL**

**Canoe/Kayak Launch** – Administration recommends that the Fenton City Council approve the request of the Keepers of the Shiawassee to construct a canoe/kayak launch at Bush Park, conditional upon the approval of the Parks and Recreation Board.

**Freedom Festival** – Administration recommends that the Fenton City Council approve the request of the Fenton Freedom Festival Committee to utilize various City Parks to conduct the Freedom Festival as requested, conditional upon the approval of the Parks and Recreation Board.

**CALL TO AUDIENCE**

**ADJOURNMENT**

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

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GENERAL/WATER/SEWER FUNDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-111.300	INVENTORY - SALT	DETROIT SALT COMPANY	ROCK SALT	7,905.69	
Total For Dept 000				7,905.69	
Dept 101 CITY COUNCIL					
101-101-864.000	CONFERENCES & DUES	BEN SMITH	SMALL CITIES- DINNER	25.55	
101-101-864.000	CONFERENCES & DUES	BEN SMITH	SMALL CITIES- MILEAGE	17.00	
101-101-864.000	CONFERENCES & DUES	JOHN RAUCH	SMALL CITIES- MEAL & MILEAGE	39.00	
101-101-864.000	CONFERENCES & DUES	MICHIGAN MUNICIPAL LEAGU	ELECTED OFFICIAL ACADEMY- B. SMITH	115.00	
Total For Dept 101 CITY COUNCIL				196.55	
Dept 172 CITY MANAGER					
101-172-864.000	CONFERENCES & DUES	MLGMA	2011 MLGMA WINTER INSTITUTE- MARKLAND	275.00	
Total For Dept 172 CITY MANAGER				275.00	
Dept 209 ASSESSOR					
101-209-824.000	COUNTY SERVICES	GENESEEE COUNTY CONTROLLE	2011 ASSESSMENT CHANGE NOTICES	164.91	
101-209-864.000	CONFERENCES & DUES	STATE OF MICHIGAN	C. DECATOR- LEVEL 3-4 COURSES	600.00	
101-209-970.000	DELL COMPUTER	DELL	REPLACEMENT DESKTOP COMPUTER - ASSESS	903.06	
Total For Dept 209 ASSESSOR				1,667.97	
Dept 210 ATTORNEY					
101-210-826.000	LEGAL FEES	FOSTER, SWIFT, COLLINS &	ENVIRONMENTAL	612.50	
Total For Dept 210 ATTORNEY				612.50	
Dept 215 CLERK					
101-215-864.000	CONFERENCES & DUES	JENNIFER NAISMITH	ELECTION TRAINING- REIMBURSEMENTS	124.51	
101-215-864.000	CONFERENCES & DUES	MAMC	2011 ANNUAL DUES- NAISMITH & RYAN	130.00	
101-215-900.000	PRINTING AND PUBLISHING	TRI-COUNTY TIMES	PUBLIC ADVERTISING	223.56	
101-215-956.100	MISCELLANEOUS	GOIN' POSTAL	CITY HALL/CLERK - OFFICE SUPPLIES	208.75	
Total For Dept 215 CLERK				686.82	
Dept 234 GENERAL SERVICES					
101-234-727.000	SUPPLIES	FRANKLIN COVEY	CITY HALL- OFFICE SUPPLIES	126.92	
101-234-727.000	SUPPLIES	GOIN' POSTAL	CITY WIDE OFFICE SUPPLIES	139.42	
101-234-727.000	SUPPLIES	GOIN' POSTAL	CITY HALL/CLERK - OFFICE SUPPLIES	211.20	
101-234-727.000	SUPPLIES	SPARTAN STORES LLC	CITY HALL SUPPLIES	211.05	
101-234-728.000	POSTAGE	PITNEY BOWES	CITY HALL- POSTAGE METER SUPPLIES	78.31	
101-234-810.000	PROFESSIONAL SERVICES	COMPREHENSIVE COMPUTING	MONTHLY IT MAINTENANCE & HARDWARE	1,665.22	
Total For Dept 234 GENERAL SERVICES				2,432.12	
Dept 253 TREASURER					
101-253-956.100	MISCELLANEOUS	COMPREHENSIVE COMPUTING	MONTHLY IT MAINTENANCE & HARDWARE	100.00	
Total For Dept 253 TREASURER				100.00	
Dept 265 CITY HALL					
101-265-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	CITY WIDE JANITORIAL SERVICE- FEB	668.08	
101-265-931.000	BUILDING MAINTENANCE	DAN MILKEY	CITY HALL- ROOF REPAIR	200.00	
101-265-931.000	BUILDING MAINTENANCE	KRAUS FIRE EQUIPMENT, IN	CITY HALL & FIRE STATION- FIRE EXTING	137.50	
101-265-931.000	BUILDING MAINTENANCE	MICHIGAN COMPANY INC.	CITY WIDE ICE MELTER	160.28	
101-265-931.000	BUILDING MAINTENANCE	UNI FIRST	CITY HALL- MATS	92.10	

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GENERAL/WATER/SEWER FUNDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #	
Fund 101 GENERAL FUND Dept 265 CITY HALL		Total For Dept 265 CITY HALL			1,257.96	
Dept 301 POLICE GENERAL						
101-301-740.000	OPERATING SUPPLIES	CULLIGAN OF FLINT	POLICE- COOLER RENTAL	7.00		
101-301-740.000	OPERATING SUPPLIES	FENTON PRINTING, INC.	BUS. CARD/FLYERS	178.50		
101-301-740.000	OPERATING SUPPLIES	GREAT LAKES EMERG. PRODU	POLICE IMPALA- REMOVAL OF EQUIPMENT	200.00		
101-301-740.000	OPERATING SUPPLIES	SUBURBAN OFFICE SUPPLIES	POLICE- OFFICE SUPPLIES	91.49		
101-301-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE OPERATING SUPPLIES	57.52		
101-301-741.000	UNIFORMS	CINTAS	CITY WIDE UNIFORMS	23.62		
101-301-741.000	UNIFORMS	UNI FIRST	CITY WIDE UNIFORMS	67.51		
101-301-826.100	PROSECUTIONS	FOSTER, SWIFT, COLLINS &	PROSECUTIONS	3,031.04		
		Total For Dept 301 POLICE GENERAL			3,656.68	
Dept 320 POLICE TRAINING						
101-320-960.000	EDUCATION & TRAINING	FENTON LAKES SPORTSMAN C	POLICE RANGE RENTAL	225.00		
101-320-960.000	EDUCATION & TRAINING	NORTHEAST WISCONSIN TECH	TRAINING- SLATER & FORBUSH	350.00		
		Total For Dept 320 POLICE TRAINING			575.00	
Dept 327 POLICE STATION & BUILDING						
101-327-740.000	OPERATING SUPPLIES	MICHIGAN COMPANY INC.	CITY WIDE ICE MELTER	160.28		
101-327-740.000	OPERATING SUPPLIES	MIDLAND CHEMICAL COMPANY	POLICE- ICE MELTER	189.20		
101-327-740.000	OPERATING SUPPLIES	MIDLAND CHEMICAL COMPANY	POLICE- CUSTODIAL SUPPLIES	46.91		
101-327-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE OPERATING SUPPLIES	19.09		
101-327-931.000	BUILDING MAINTENANCE	BECK'S PEST CONTROL	POLICE STATION- PEST CONTROL	120.00		
101-327-931.000	BUILDING MAINTENANCE	GOYTEE MECHANICAL	POLICE STATION- REPAIR TO HEATING UNI	168.75		
101-327-931.000	BUILDING MAINTENANCE	SUBURBAN OFFICE SUPPLIES	POLICE- OFFICE SUPPLIES	22.34		
101-327-931.000	BUILDING MAINTENANCE	UNI FIRST	POLICE - MATS	69.40		
		Total For Dept 327 POLICE STATION & BUILDING			795.97	
Dept 336 FIRE ADMINISTRATIVE						
101-336-727.000	SUPPLIES	SPARTAN STORES LLC	FIRE STATION- SUPPLIES	84.69		
101-336-727.000	SUPPLIES	SUBURBAN OFFICE SUPPLIES	FIRE STATION- OFFICE SUPPLIES	28.49		
101-336-727.000	SUPPLIES	THE UPS STORE	FIRE DEPT SHIPPING NEEDS	24.36		
101-336-740.000	OPERATING SUPPLIES	SUBURBAN OFFICE SUPPLIES	FIRE DEPT- OFFICE SUPPLIES	53.38		
101-336-740.000	OPERATING SUPPLIES	SUBURBAN OFFICE SUPPLIES	FIRE DEPT- OFFICE SUPPLIES	100.39		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	LESSORS, INC.	FIRE DEPT- OXYGEN	32.80		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	LESSORS, INC.	FIRE DEPT- CYLINDER RENTAL	17.15		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	LESSORS, INC.	FIRE DEPT- OXYGEN	23.40		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	LESSORS, INC.	FIRE DEPT-OXYGEN	23.40		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	LESSORS, INC.	FIRE DEPT- CYLINDER RENTAL	17.15		
101-336-740.100	MEDICAL SUPPLIES/TRAINING	MCLAREN REGIONAL MEDICAL	FIRE DEPT- CPR CARDS	49.50		
101-336-740.200	FIRE FIGHTING EQUIP	ARGUS-HAZCO	FIRE DEPT- MONITOR	190.00		
101-336-740.200	FIRE FIGHTING EQUIP	BATTERIES PLUS	FIRE DEPT- BATTERY	22.78		
101-336-740.200	FIRE FIGHTING EQUIP	CUTTER'S EDGE ENGRAVING	FIRE DEPT- BULLET CHAIN	262.01		
101-336-741.000	UNIFORMS	CINTAS	CITY WIDE UNIFORMS	23.61		
101-336-741.000	UNIFORMS	UNI FIRST	CITY WIDE UNIFORMS	67.51		
101-336-934.000	EQUIPMENT MAINT.	AUTO VALUE	FIRE DEPT- SUPPLIES	21.78		
101-336-934.000	EQUIPMENT MAINT.	AUTO VALUE	FIRE DEPT- SUPPLIES	8.76		
101-336-934.000	EQUIPMENT MAINT.	DEWEY'S AUTO CENTER, INC	POLICE & FIRE VEHICLE MAINTENANCE	50.00		
101-336-934.000	EQUIPMENT MAINT.	IKON OFFICE SOLUTIONS	FIRE STATION- COPIER MAINTENANCE	156.00		
101-336-934.000	EQUIPMENT MAINT.	TAYLOR HARDWARE, INC	CITY WIDE OPERATING SUPPLIES	31.73		

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Fund 101 GENERAL FUND					
Dept 336 FIRE ADMINISTRATIVE					
101-336-934.000	EQUIPMENT MAINT.	WOODY'S TOWING	FIRE TRUCK- REPAIR	1,443.87	
101-336-956.100	MISCELLANEOUS	KIRKEY SHOE'S & REPAIR	FIRE DEPT- SHOE POLISH & BRUSH	33.94	
Total For Dept 336 FIRE ADMINISTRATIVE				2,766.70	
Dept 345 FIRE COMMUNICATIONS					
101-345-851.000	RADIO COMMUNICATIONS	ADVANCED WIRELESS TELECO	FIRE DEPT- RX-JACK	182.00	
Total For Dept 345 FIRE COMMUNICATIONS				182.00	
Dept 346 FIRE STATION					
101-346-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	CITY WIDE JANITORIAL SERVICE- FEB	429.48	
101-346-931.000	BUILDING MAINTENANCE	KRAUS FIRE EQUIPMENT, IN	CITY HALL & FIRE STATION- FIRE EXTING	137.50	
101-346-931.000	BUILDING MAINTENANCE	MICHIGAN COMPANY INC.	FIRE DEPT- CUSTODIAL SUPPLIES	69.47	
101-346-931.000	BUILDING MAINTENANCE	MIDLAND CHEMICAL COMPANY	FIRE DEPT- ICE MELTER	189.20	
101-346-931.000	BUILDING MAINTENANCE	POWER CLEANING SYSTEMS	FIRE DEPT- TRIGGER GUN	108.81	
101-346-931.000	BUILDING MAINTENANCE	TAYLOR HARDWARE, INC	CITY WIDE OPERATING SUPPLIES	6.82	
Total For Dept 346 FIRE STATION				941.28	
Dept 371 INSPECTION					
101-371-956.100	MISCELLANEOUS	GOIN' POSTAL	CITY WIDE OFFICE SUPPLIES	102.00	
Total For Dept 371 INSPECTION				102.00	
Dept 738 LIBRARY					
101-738-818.000	CONTRACTED SERVICES	SUNSET MAINTENANCE	CITY WIDE JANITORIAL SERVICE- FEB	1,002.12	
101-738-931.000	BUILDING MAINTENANCE	MIDLAND CHEMICAL COMPANY	POLICE- CUSTODIAL SUPPLIES	25.84	
101-738-931.000	BUILDING MAINTENANCE	SCHINDLER ELEVATOR CORPO	LIBRARY- QUARTERLY BILLING	64.44	
Total For Dept 738 LIBRARY				1,092.40	
Dept 740 MUSEUM					
101-740-931.000	BUILDING MAINTENANCE	GOYETTE MECHANICAL	MUSUEM- REPAIR TO FURNACE	435.72	
101-740-931.000	BUILDING MAINTENANCE	MICHIGAN COMPANY INC.	CITY WIDE ICE MELTER	160.28	
Total For Dept 740 MUSEUM				596.00	
Dept 746 COMMUNITY NEEDS					
101-746-819.100	WEBSITE	3SIXTY INTERACTIVE	WEBSITE HOSTING/SUPPORT	550.00	
Total For Dept 746 COMMUNITY NEEDS				550.00	
Dept 892 BEAUTIFICATION					
101-892-881.000	BEAUTIFICATION COMMISSION	GOIN' POSTAL	CITY WIDE OFFICE SUPPLIES	39.90	
Total For Dept 892 BEAUTIFICATION				39.90	
Total For Fund 101 GENERAL FUND				26,432.54	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	UPM #2 WINTER MIX, BULK	UNIQUE PAVING MATERIALS	UPM #2 PATCHING MATERIALS	2,662.37	
202-463-740.000	OPERATING SUPPLIES	WIRELESS TOYZ	DPW DIRECTOR- CELL PHONE CASE	36.98	
202-463-818.000	CONTRACTED SERVICES	CHAPPLE ELECTRIC, LLC	SHORELINE DR- SERVICE CALL	159.00	
Total For Dept 463 MAINTENANCE				2,858.35	
Dept 474 TRAFFIC SERVICES					
202-474-818.000	CONTRACTED SERVICES	GENESEE CO. ROAD COMMISS	SIGNAL MAINTENANCE	540.43	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF FENTON

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GENERAL/WATER/SEWER FUNDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 474 TRAFFIC SERVICES					
202-474-818.000	CONTRACTED SERVICES	MICHIGAN DEPT/TRANSPORTA	TRAFFIC SIGNAL ENERGY	515.94	
Total For Dept 474 TRAFFIC SERVICES				1,056.37	
Dept 479 SNOW & ICE CONTROL					
202-479-740.000	THERMAPOINT AP	THE WILKINSON CORPORATIO	LIQUID CHLORIDE FOR ICE CONTROL	1,440.00	
Total For Dept 479 SNOW & ICE CONTROL				1,440.00	
Dept 482 DPW DIRECTOR					
202-482-741.000	UNIFORMS	CINTAS	CITY WIDE UNIFORMS	57.36	
202-482-741.000	UNIFORMS	UNI FIRST	CITY WIDE UNIFORMS	163.96	
Total For Dept 482 DPW DIRECTOR				221.32	
Total For Fund 202 MAJOR STREET FUND				5,576.04	
Fund 203 LOCAL STREET FUND					
Dept 482 DPW DIRECTOR					
203-482-741.000	UNIFORMS	CINTAS	CITY WIDE UNIFORMS	57.36	
203-482-741.000	UNIFORMS	UNI FIRST	CITY WIDE UNIFORMS	163.96	
Total For Dept 482 DPW DIRECTOR				221.32	
Total For Fund 203 LOCAL STREET FUND				221.32	
Fund 208 PARK/RECREATION FUND					
Dept 691 RECREATION & PARKS					
208-691-741.000	UNIFORMS	CINTAS	CITY WIDE UNIFORMS	23.62	
208-691-741.000	UNIFORMS	UNI FIRST	CITY WIDE UNIFORMS	67.51	
208-691-810.000	PROFESSIONAL SERVICES	ROWE INCORPORATED	PARKS & REC MASTER PLAN- ATTEND MEETI	270.00	
Total For Dept 691 RECREATION & PARKS				361.13	
Total For Fund 208 PARK/RECREATION FUND				361.13	
Fund 209 CEMETERY FUND					
Dept 277 CEMETERY OPERATING					
209-277-801.000	PROFESSIONAL SERVICES	TNT OUTDOOR SERVICES,LLC	OAKWOOD CEMETERY- FEB MAINTENANCE	2,550.00	
209-277-956.100	MISCELLANEOUS	ALLIED WASTE SERVICES #2	OAKWOOD CEMTERY- FRONT LOAD	81.30	
Total For Dept 277 CEMETERY OPERATING				2,631.30	
Total For Fund 209 CEMETERY FUND				2,631.30	
Fund 226 GARBAGE AND RUBBISH COLLECTION FUND					
Dept 000					
226-000-111.000	REFUSE BAGS (20 ROLLS/CASE)	WASTEZERO	DRAWSTRING & TWIST TIE REFUSE BAGS	3,060.00	
Total For Dept 000				3,060.00	
Dept 528 SANITATION					
226-528-818.000	CONTRACTED SERVICES	REPUBLIC SERVICES #237	YARD/WASTE/RECYCLE SERVICES- FEB 2011	33,117.00	
Total For Dept 528 SANITATION				33,117.00	
Total For Fund 226 GARBAGE AND RUBBISH COLLECTION FUN				36,177.00	
Fund 590 SEWER FUND					

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GL Number	Invoice Line Desc	Vendor	GENERAL/WATER/SEWER FUNDS Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 548 SEWER					
590-548-727.000	SUPPLIES	PUMMILL PRINT SERVICE LL	WATER BILL - CARD STOCK	240.80	
590-548-741.000	UNIFORMS	CINTAS	WATER DEPT UNIFORMS	42.18	
590-548-741.000	UNIFORMS	UNI FIRST	WATER DEPT UNIFORMS	120.56	
590-548-810.000	6-INCH PIPE SEER ROOT CONTROL	DUKE'S ROOT CONTROL	ROOT CONTROL HIGH ST SAN SEWER	1,272.00	
590-548-818.000	CONTRACTED SERVICES	COMPREHENSIVE COMPUTING	MONTHLY IT MAINTENANCE & HARDWARE	832.61	
Total For Dept 548 SEWER				2,508.15	
Total For Fund 590 SEWER FUND				2,508.15	
Fund 591 WATER FUND					
Dept 173 728					
591-173-727.000	SUPPLIES	GOIN' POSTAL	WATER DEPT - OFFICE SUPPLIES	88.95	
591-173-727.000	SUPPLIES	PUMMILL PRINT SERVICE LL	WATER BILL - CARD STOCK	240.80	
Total For Dept 173 728				329.75	
Dept 266 WATER TREATMENT PLANT					
591-266-740.000	OPERATING SUPPLIES	BATTERIES PLUS	WATER PLANT- BATTERY PACK - EMERGENCY	120.00	
591-266-740.000	OPERATING SUPPLIES	BATTERIES PLUS	WATER PLANT- BATTERY PACK EMERGENCY	120.00	
591-266-740.000	HYDRATE CHEMICAL BULK	CARMEUSE LIME SALES CORP	WATER PLANT CHEMICALS- BULK HYDRATE	4,581.36	
591-266-740.000	HYDRATE CHEMICAL	CARMEUSE NATURAL CHEMICA	WATER PLANT CHEMICALS-BULK HYDRATE	3,966.26	
591-266-740.000	HYDRATE CHEMICAL, BULK	CARMEUSE NATURAL CHEMICA	WATER PLANT CHEMICALS-BULK HYDRATE	3,654.96	
591-266-740.000	LCO2 BULK DELIVERY PLUS FUEL SU	CONTINENTAL CARBONIC PRO	BULK CARBON DIOXIDE 24,600LBS	1,517.82	
591-266-740.000	OPERATING SUPPLIES	CORROSION FLUID PRODUCTS	WATER PLANT- PUMP HEAD	2.80	
591-266-740.000	OPERATING SUPPLIES	ENGINEERING AMERICA	WATER PLANT- OIL	270.03	
591-266-740.000	OPERATING SUPPLIES	GOIN' POSTAL	WATER DEPT - OFFICE SUPPLIES	81.75	
591-266-740.000	OPERATING SUPPLIES	HACH CHEMICAL CO.	WATER DEPT- OPERATING SUPPLIES	146.73	
591-266-740.000	CAUSTIC SODA SOLUTION 50% BULK	JONES CHEMICALS, INC.	WATER PLANT CHEMICALS- CAUSTIC SODA	5,892.52	
591-266-740.000	10 LB ABC EXTINGUISHER	KRAUS FIRE EQUIPMENT, IN	WATER PLANT- FIRE EXTINGUISHERS	850.00	
591-266-740.000	OPERATING SUPPLIES	PROFESSIONAL PUMP, INC.	WATER PLANT- PUMP REPAIR	81.76	
591-266-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	6.77	
591-266-740.000	OPERATING SUPPLIES	THE UPS STORE	WATER PLANT SHIPPING NEEDS	9.01	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WATER PLANT- OPERATING SUPPLIES	75.37	
591-266-741.000	UNIFORMS	CINTAS	WATER DEPT UNIFORMS	67.47	
591-266-741.000	UNIFORMS	UNI FIRST	WATER DEPT UNIFORMS	192.89	
591-266-818.000	PROFESSIONAL SERVICES	BCI ENGINEERS & SCIENTIS	MONTHLY ENVIRONMENTAL GROUNDWATER/EFF	917.35	
591-266-818.000	CONTRACTED SERVICES	WILDLIFE MGT & RESCUE	GROUND WATER DISCHARGE REQUIREMENTS	300.00	
591-266-864.000	CONFERENCES & DUES	MWEA	OPERATORS DAY- MADDIX	70.00	
591-266-931.000	BUILDING MAINTENANCE	SUNSET MAINTENANCE	WATER PLANT JANITORIAL SERVICE- FEB	286.32	
Total For Dept 266 WATER TREATMENT PLANT				23,211.17	
Dept 900 WATER OPERATING					
591-900-740.000	OPERATING SUPPLIES	BATTERIES PLUS	WATER DEPT- BATTERIES	49.98	
591-900-740.000	OPERATING SUPPLIES	TAYLOR HARDWARE, INC	CITY WIDE SUPPLIES	20.48	
591-900-740.000	OPERATING SUPPLIES	VIC BOND SALES, INC.	WATER DEPT- PARTS	17.16	
591-900-741.000	UNIFORMS	CINTAS	WATER DEPT UNIFORMS	42.18	
591-900-741.000	UNIFORMS	UNI FIRST	WATER DEPT UNIFORMS	120.56	
591-900-778.000	METERS 5/8 X 3/4 SR W/TOUCHPAD	ETNA SUPPLY	RESIDENTIAL WATER METERS	2,610.00	
591-900-778.000	4-INCH OMNI T2 METER	ETNA SUPPLY	METER FOR FAIRFIELD HOTEL	3,640.00	
591-900-818.000	CONTRACTED SERVICES	COMPREHENSIVE COMPUTING	MONTHLY IT MAINTENANCE & HARDWARE	832.61	

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Fund 591 WATER FUND					
Dept 900 WATER OPERATING					
		Total For Dept 900 WATER OPERATING		7,332.97	
		Total For Fund 591 WATER FUND		30,873.89	
Fund 640 DPW EQUIPMENT REVOLVING FUND					
Dept 932 EQUIPMENT					
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	GASOLINE	1,429.43	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	GASOLINE	490.22	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	GASOLINE	1,175.72	
640-932-751.000	GAS & OIL	MICHIGAN PETROLEUM TECHN	GASOLINE	660.91	
640-932-931.000	BUILDING MAINTENANCE	AIRGAS GREAT LAKES	DPW- OXYGEN	62.38	
640-932-931.000	BUILDING MAINTENANCE	ALLIED INC.	ANNUAL HYDRO-TEK INSPECT-VEHICLE LIFT	224.00	
640-932-931.000	BUILDING MAINTENANCE	DEE CRAMER	QUARTERLY DPW HVAC MAINTENANCE	352.50	
640-932-931.000	BUILDING MAINTENANCE	DOVER & COMPANY	DPW- OPERATING SUPPLIES	270.53	
640-932-931.000	BUILDING MAINTENANCE	MICHIGAN COMPANY INC.	DPW- CUSTODIAL SUPPLIES	85.25	
640-932-931.000	BUILDING MAINTENANCE	STATE INDUSTRIAL PRODUCT	DPW- CON-SEAL	355.62	
640-932-931.000	BUILDING MAINTENANCE	TAYLOR HARDWARE, INC	CITY WIDE OPERATING SUPPLIES	3.59	
640-932-931.000	BUILDING MAINTENANCE	VESCO OIL CORPORATION	WATER DEPT- CLEANER WASTE	106.50	
640-932-933.000	REPAIRS TO BACKHOE UNIT 7A	INTERSTATE BILLING SERVI	REPAIRS TO CAT 420 BACKHOE UNIT #7A	1,778.22	
640-932-933.000	REPAIR LABOR	KNAPHEIDE TRUCK EQUIPMEN	SALT SPREADER REPAIRS -- NEW AUGER G	806.80	
640-932-933.000	DPW EQUIP MAINT	KNAPHEIDE TRUCK EQUIPMEN	DPW- EQUIPMENT	32.00	
640-932-933.000	DPW EQUIP MAINT	LASCO AUTO PLAZA	DPW TRUCK- REPAIR	396.47	
640-932-934.000	POLICE EQUIPMENT	DEWEY'S AUTO CENTER, INC	POLICE & FIRE VEHICLE MAINTENANCE	1,002.17	
640-932-934.000	POLICE EQUIPMENT	FENTON KAR WASH	CITY WIDE CAR WASHES	100.00	
		Total For Dept 932 EQUIPMENT		9,332.31	
		Total For Fund 640 DPW EQUIPMENT REVOLVING FUND		9,332.31	
Fund Totals:					
		Fund 101 GENERAL FUND		26,432.54	
		Fund 202 MAJOR STREET		5,576.04	
		Fund 203 LOCAL STREET		221.32	
		Fund 208 PARK/RECREATI		361.13	
		Fund 209 CEMETERY FUND		2,631.30	
		Fund 226 GARBAGE AND R		36,177.00	
		Fund 590 SEWER FUND		2,508.15	
		Fund 591 WATER FUND		30,873.89	
		Fund 640 DPW EQUIPMENT		9,332.31	
Total For All Funds:				114,113.68	



POST DATES 03/15/2011 - 03/15/2011  
 UNJOURNALIZED  
 OPEN

ESCROW ACCOUNTS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-220.173	LASCO FORD	OHM ENGINEERING ADVISORS	LASCO FORD PARKING LOT EXPANSION	1,071.25	
101-000-220.267	FREEDOM CENTER DOWNTOWN	OHM ENGINEERING ADVISORS	FREEDOM CENTER DOWNTOWN- PREAPPLICATI	475.00	
101-000-220.299	1ST PRESBYTERIAN CHURCH	OHM ENGINEERING ADVISORS	FIRST PRES. CHURCH	416.50	
101-000-220.350	LASCO COPPER AVENUE	OHM ENGINEERING ADVISORS	LASCO FORD/COPPER AVE PARKING LOT	868.75	
101-000-220.356	MICHIGAN EYE INSTITUTE	OHM ENGINEERING ADVISORS	EYECARE CENTER- SITE PLAN REVIEW	1,408.75	
101-000-220.357	FREEDOM CENTER MAIN CAMPUS	FEDERAL EXPRESS CORPORAT	FREEDOM CENTER CAMPUS	23.93	
101-000-220.357	FREEDOM CENTER MAIN CAMPUS	OHM ENGINEERING ADVISORS	FREEDOM CENTER CHURCH- PREAPPLICATION	482.50	
Total For Dept 000				<u>4,746.68</u>	
Total For Fund 101 GENERAL FUND				<u>4,746.68</u>	
Fund Totals:					
				Fund 101 GENERAL FUND	<u>4,746.68</u>
Total For All Funds:				<u>4,746.68</u>	

POST DATES 03/13/2011 - 03/13/2011

UNJOURNALIZED

OPEN

## LDFA FUNDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 495	LDFA CONSTRUCTION FUND				
Dept 852	LOCAL DEVELOPMENT FINANCE				
495-852-818.000	CONTRACTED SERVICES	CATYLIST REAL ESTATE SOF	EDC LINK - ANNUAL FEE	1,000.00	
495-852-819.100	WEBSITE	3SIXTY INTERACTIVE	WEBSITE HOSTING/SUPPORT	550.00	
495-852-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	DIRECTOR MATTERS	250.00	
495-852-956.100	MISCELLANEOUS	WIRELESS TOYZ	DDA DIRECTOR- CELL PHONE COVER	12.49	
Total For Dept 852 LOCAL DEVELOPMENT FINANCE				1,812.49	
Total For Fund 495 LDFA CONSTRUCTION FUND				1,812.49	
Fund Totals:					
Fund 495 LDFA CONSTRUC				1,812.49	
Total For All Funds:				1,812.49	

POST DATES 03/16/2011 - 03/16/2011  
 UNJOURNALIZED  
 OPEN

DDA FUNDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 DDA CONSTRUCTION FUND					
Dept 851 DOWNTOWN DEVELOPMENT					
401-851-810.000	PROF SERV - ENGINEERING	FIELD TO FINISH	OLD FIREHALL- CERTIFICATE OF SURVEY	250.00	
401-851-810.000	PROF SERV - ENGINEERING	MCDOWELL & ASSOCIATES	ENVIRONMENTAL SITE ASSESMENT	1,950.00	
401-851-818.400	MARKETING	IMAGE PROJECTIONS	BE CLOSER MUGS	598.16	
401-851-818.400	MARKETING	REGENT BROADCASTING OF F	BE CLOSER ADVERTISING	600.00	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	BE CLOSER TRADEMARK	1,375.00	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	DDA DIRECTOR	122.50	
401-851-826.000	LEGAL FEES	FAHEY SHULTZ BURZYCH RHO	REAL ESTATE MATTERS	682.50	
401-851-864.000	CONFERENCES & DUES	SOUTH LAKES COMMUNITY AR	MEMBERSHIP	30.00	
401-851-956.100	MISCELLANEOUS	GOIN' POSTAL	DDA - OFFICE SUPPLIES	73.98	
401-851-956.100	MISCELLANEOUS	GOIN' POSTAL	DDA OFFICE SUPPLIES	85.00	
401-851-956.100	MISCELLANEOUS	WIRELESS TOYZ	DDA DIRECTOR- CELL PHONE COVER	12.50	
401-851-971.400	MASTER PLAN IMPLEMENT	TRI-COUNTY TIMES	DDA ADVERTISING	102.47	
401-851-971.410	WAYFINDING	GRISSIM METZ ANDREISE AS	WAYFINDING SIGNS	6,834.38	
401-851-975.730	FACADE IMPROVEMENT PROG	JOHN DZIURMAN ARCHITECTS	FACADE- HISTORIC RESOURCES - EDGE STU	130.00	
401-851-975.730	FACADE IMPROVEMENT PROG	JOHN DZIURMAN ARCHITECTS	FACADE IMPROVEMENTS	975.00	
401-851-975.730	FACADE IMPROVEMENT PROG	JOHN DZIURMAN ARCHITECTS	TASK 3 - FACADE IMPROVEMENTS	2,900.00	
401-851-975.750	WEBSITE	3SIXTY INTERACTIVE	WEBSITE HOSTING/SUPPORT	550.00	
401-851-975.750	WEBSITE	CATYLIST REAL ESTATE SOF	ECD LINK- ANNUAL FEE	1,000.00	
Total For Dept 851 DOWNTOWN DEVELOPMENT				18,271.49	
Total For Fund 401 DDA CONSTRUCTION FUND				18,271.49	
Fund Totals:					
Fund 401 DDA CONSTRUCT				18,271.49	
Total For All Funds:				18,271.49	

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-16546**

- Consumers Energy Company (Consumers Energy) requests that the Michigan Public Service Commission find that no refund is required with respect to provisional electric rates implemented by Consumers Energy between July 22, 2010 through November 4, 2010.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

**DATE/TIME:** March 22, 2011, at 9:00 a.m.  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Sharon L. Feldman

**LOCATION:** Michigan Public Service Commission  
6545 Mercantile Way, Suite 7  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy's February 2, 2011 application, which requests that the Commission find that no refund is required pursuant to MCL 460.6a(1) with respect to the provisional electric rates implemented by Consumers Energy in Case No. U-16191 for the period July 22, 2010 through November 4, 2010. Consumers Energy also requests that the Commission find that no customer rates or charges will be increased if the relief requested is granted.

On January 22, 2010, Consumers Energy sought authority with the Commission to increase its retail electric rates by \$178 million annually. The Company implemented a \$150 million provisional increase in its retail electric rates effective July 22, 2010 through November 4, 2010.

On November 4, 2010, the Commission authorized Consumers Energy to increase its retail electric rates by \$145,749,000 annually and directed Consumers Energy to file a self-implementation reconciliation application within 90 days.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 15, 2011. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his/her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

February 28, 2011  
Rev.

# Memorandum



THE CITY OF  
FENTON

**DATE:** March 11, 2011

**TO:** Lynn Markland, City Manager

**FROM:** Daniel Czarnecki, Public Works Director

**RE:** Oakwood Cemetery Board Appointment

---

At the March 11, 2011, Cemetery Board meeting the group discussed new board member applications. Currently, the term for board member Mr. Ray Leppert will expire on April 1, 2011. He has served two, four-year terms.

At this time there is an application from Ms. Vera Hogan to be on the Cemetery Board.

A motion was made by John Rauch and seconded by Rosemary Burt to request that the City Council appoint Ms. Vera Hogan to the Cemetery Board for a first term that will expire on April 1, 2015. The motion carried unanimously.

## Memorandum



**DATE:** March 11, 2011  
**TO:** Lynn Markland, City Manager  
**FROM:** Bob Cairnduff, Fire Chief *BCC*  
**RE:** Tyrone Township Contract

---

I have attached to this memo the final draft of the new Tyrone Township fire contract. This final version has been reviewed by both our attorney and Tyrone's. Their public safety committee has also reviewed it and has recommended it for approval to their board.

The changes that were discussed at the February Council work session have been made to the contract. The changes were the per rate fee, the 120 day opt out clause, the reduced cancelation fee, and the fuel surcharge.

I am recommending that this five year contract to provide fire services to Tyrone Township be approved.

**FIRE SUPPRESSION, RESCUE AND EMERGENCY MEDICAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FENTON AND TYRONE TOWNSHIP**

This Agreement is effective the 1st day of April, 2011 between the City of Fenton, 301 S. Leroy Street, Fenton, Michigan 48430 ("City") and Tyrone Township, 10408 Center Road, Fenton, Michigan 48430 ("Township").

**WHEREAS**, the City maintains a part-paid Fire Department together with certain fire and rescue equipment in the City and is willing under the terms of this Agreement to extend its fire suppression, rescue, and emergency medical services to the Township as provided herein;

**WHEREAS**, the Township, by action of the Tyrone Township Board of Trustees, desires to enter into a written contract with the City for fire suppression, rescue, and other public safety services provided by the City throughout certain properties within Tyrone Township; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1) The City will respond to the types of calls as mutually agreed to and defined in the Call Service Protocol sent to the Livingston County Central Dispatch at those locations in Tyrone Township as set forth in Exhibit A or as modified collectively by the Fire Chiefs of the Fenton City Fire Department, the Fenton Township Fire Department, and the Hartland Deerfield Fire Authority. The Call Service Protocol for medical emergencies (not including fire and public safety incidents, which will also be responded to) is set forth in Exhibit B. Any changes to the type of calls that will be responded to are subject to the agreement of the Township Board. As used in this Agreement, other public safety calls shall not be construed as requiring the City to provide law enforcement services, beyond those that may relate to assisting a duly authorized law enforcement officer with proper jurisdiction in the investigation of any possible arson crimes.
- 2) The Township shall pay to the City the following sums:
  - a. An annual stand by fee equal to the amount of seventeen (17) runs as that term is defined in sub-paragraph b. below. The annual stand by fee shall be due and payable to the City within thirty (30) days after the execution of this Agreement for the first year, and by April 1st of each year thereafter.
  - b. A base run charge of \$1,337 for the first year, \$1,350 for year two, \$1,360 for year three, \$1,377 for year four, and \$1,391 for year five, shall be charged by the City to the Township for each run over seventeen (17) responded to by the City. A "run" shall be defined as any "tone" that is issued in response to a request for dispatch by the City regardless of whether Fire Department equipment leaves the Department's facilities in response to an alarm, and whether or not the run is completed or is terminated prior to arrival on the scene. A run chargeable under this section shall include, but not be limited to, a false alarm, provided the City Fire Department made a good faith effort to clarify the alarm before leaving the Department's facilities in situations where the location of the alarm has had a history of previous false alarms. However, in the event no equipment leaves the City's facilities when a call is canceled, though that call is considered a "run" for purposes of this sub-paragraph, the base run charge for that alarm will be five hundred (\$500.00) dollars. In the event that diesel fuel



costs for the city rise above \$3.75 per gallon during this contract period the City will increase the base run charge in accordance with the table listed below:

Fuel cost \$3.75-\$3.99 increase of \$10  
Fuel cost \$4.00-\$4.49 increase of \$15  
Fuel cost \$4.50-\$4.99 increase of \$20  
Fuel cost \$5.00-\$ and over increase of \$25

Fuel surcharge will apply based on actual bulk fuel purchase price and respective dates less taxes.

- 3) The City shall invoice the Township quarterly for any additional run charges over seventeen (17) and the Township shall pay said invoices within thirty (30) days of receipt. Quarterly invoices shall include an incident report that includes the name and address of the person(s) to whom the City responded and the name of the person's insurance company, if available. Provision of this information is not a condition precedent to payment of any invoice.
- 4) The City shall issue rules and regulations concerning the manner in which alarms shall be received and recorded and shall set up procedures designed to alleviate false alarms. A completed report of a run within the Township shall be forwarded to the Township bi-weekly or as soon as practicable after each run.
- 5) The City shall provide such personnel or equipment, aid or assistance, as the Chief of the City Fire Department or his/her designee may, in his/her sole discretion, determine to be available, having due regard for the basic public service needs of the City. The City shall not be liable to the Township or any person for a failure to respond for any reason, in whole or in part, to a request for assistance. The City acknowledges the Township is retaining no control to direct the duties and services to be provided by the City under this Agreement.
- 6) All firefighting personnel assigned to assist on a run under the terms of this Agreement shall carry out such functions and duties as assigned to them by the Chief of the City Fire Department or his/her designee. All personnel and equipment of the City shall be and shall remain under the control of and responsibility of the City. The Chief of the City Fire Department shall have the sole discretion to remove or withdraw all personnel or equipment if such action is deemed necessary or appropriate. The City shall not be liable to the Township for leaving the scene of the run for any reason. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between the City, the Township and neighboring calls for cooperative firefighting or medical emergency activities shall be solely the responsibility of the Chief of the City Fire Department.
- 7) All personnel of the City Fire Department shall remain at all times solely the agent or employee of the City, and not the Township. Nothing in this Agreement shall be construed such that the City Fire Department shall be considered an employee, agent, or partner of the Township.
- 8) In signing this contract, the Township and City do not waive their governmental immunity nor any defenses available to them or their officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amended, MCL 691.1401, MSA 3.996(101), et seq, or any other defense that may be available to them at law or equity.

- 9) It is expressly understood and agreed that neither this Agreement nor the services to be rendered hereunder shall in any way render the City liable, directly or indirectly, for any loss or damage that may be claimed to arise through the alleged negligence, act or omission of the Fire Department or of any of the officials or employees of the City or the Township in the carrying out of this Agreement. This Agreement shall not be made the basis, directly or indirectly, for any claim of damage of any kind or nature whatsoever against the City or the Township by the other party to this Agreement.
- 10) The Township shall have a cost recovery ordinance that provides for full cost recovery of any costs incurred by the City in responding to a run in the Township where hazardous materials response costs are incurred. Such cost recovery may be from a responsible party or property owner or from the Township, as determined by the Township.
- 11) This contract shall be and will remain in force from April 1, 2011 through March 31, 2016. Notwithstanding this term, this contract may be terminated by either party by giving a minimum one hundred and twenty (120) day notice, in writing, delivered by hand or certified mail, return receipt requested, to the regular business address of the other party. Upon any termination of this contract, by either party, all unpaid fees for services provided under this contract due from the Township to the City shall remain owing and become immediately due and payable. If either party terminates this contract before March 31, 2016, and before the City has performed seventeen (17) runs chargeable to the Township, the City shall refund to the Township the unused portion of the annual stand by fee. The refund shall be determined by subtracting the number of runs performed by the City from seventeen (17), and multiplying the resulting number by the per run fee. If, on the effective date of termination, the City has performed seventeen (17) or more runs, the Township shall not be entitled to a refund of any portion of the annual stand by fee.
- 12) During the term of this Agreement, the City shall maintain public liability insurance covering it for the services to be provided under this Agreement. A declaration sheet evidencing such insurance shall be provided to the Township.
- 13) All notices under this Agreement shall be provided to:
- |                     |                   |
|---------------------|-------------------|
| City of Fenton      | Tyrone Township   |
| Attn: Clerk         | Attn: Clerk       |
| 301 S. Leroy Street | 10408 Center Road |
| Fenton, MI 48430    | Fenton, MI 48430  |
- 14) Prior to the expiration of this Agreement, the parties may, in an agreement made in writing and signed by both parties, agree to extend their contractual relationship for the provision of the emergency services described herein on such terms as any future agreement may designate.
- 15) This contract may only be modified by a written agreement signed by all parties hereto.
- 16) Should the anticipated or actual amount of annual calls fall below 100 or increase above 200, then both parties may agree to renegotiate the contract before the contract completion date. Call volume is subject to change in the event coverage area changes.

- 17) Should any provision of this agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall be considered severable and remain in full force and effect unless modified by the parties pursuant to paragraph 15.
- 18) This contract shall be interpreted under, and consistent with, the laws of the State of Michigan, which shall control this agreement.
- 19) The parties agree that, by entering into this Agreement, the Township delegates to the City, consistent with and limited to the provisions herein, its responsibility to provide fire protection and other related services, to the extent described herein, to the City.
- 20) This Agreement represents the entire agreement of the parties, which has been reduced to this writing.

**IN WITNESS WHEREOF**, the parties hereto have hereunder affixed their signatures effective the day and year first written.

**CITY OF FENTON**

\_\_\_\_\_  
Sue Osborn, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynn Markland, City Manager

**TYRONE TOWNSHIP**

\_\_\_\_\_  
Mike Cunningham, Supervisor

Dated: \_\_\_\_\_


\_\_\_\_\_  
Keith Kremer, Clerk



## Memorandum

**DATE:** March 10, 2011

**TO:** Lynn Markland, City Manager 

**FROM:** Rick Aro, Chief of Police 

**RE:** Patrol Vehicle Purchase

---

I am requesting City Council approval to purchase and equip for service, a 2011 Chevrolet, Tahoe, 2WD Patrol Vehicle at a cost not to exceed \$27,700.00. This cost includes the vehicle cost, \$25,631.00 and the cost to transfer all equipment from the wrecked vehicle and replace the light bar. The cost of the replacement, minus the insurance payoff is estimated at \$19,700.00

Due to Council's interest in purchasing from a local business I have contacted Vic Canever Chevrolet who indicated that they could, in fact, provide patrol vehicles. Canever provided a bid of \$ 28,400.00 for the State of Michigan bid specification. The total cost including equipment transfer and light bar would be approximately \$30,400.00.

I was informed this date by Shaheen Chevrolet, on Tuesday, that 2011 Impalas are no longer available. 2012 Impalas will be available in July. I have attached to this memo an overview of the 2010-2011 patrol car testing results from the Michigan State Police. The complete report is available online. This information includes vehicle dynamics (handling), fuel mileage, and other performance factors.

I am requesting your consideration in this matter.