

City of Fenton

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

CITY OF FENTON COUNCIL AGENDA

Monday, February 27, 2023

City Hall Council Chambers

301 South Leroy Street

7:30 PM

Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

COMMENTS & REPORTS

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

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. PERSONNEL APPOINTMENTS:

CHIEF OF POLICE – Administration recommends approving the appointment of Jeffrey Cross to the position of Chief of Police.

B. CONSENT AGENDA:

- Authorize payment of invoices in the amount of \$110,611.96.
- Authorize payment of Community Center invoices in the amount of \$3,431.65.
- Approve and place on file the minutes of the following meetings:
 - January 17, 2023 DDA meeting
 - February 13, 2023 City Council meeting

C. PURCHASES:

LADDER TRUCK PURCHASE – Administration recommends the approval to move forward with purchasing the Rosenbauer truck and authorize the City Manager to sign the necessary documents and process the order in time to avoid the 4% increase.

D. AGREEMENTS:

FIRE DEPARTMENT PHYSICALS AND CANCER SCREENING – Administration recommends moving forward with physicals and cancer screenings performed by Bio-Care of Holt, Michigan on site at the fire department the first week in April at a cost of \$12,155.00.

LETTER OF AGREEMENT WITH POAM – Administration recommends the approval of the agreement with POAM and authorize the City Manager to execute the necessary documents.

E. OTHER:

DAUNER HAUS PILOT MSHDA LETTER - The City Attorney has discussed with Dauner Haus a clarification to the Dauner Haus PILOT Ordinance related to a requirement of the Michigan State Housing Development Authority requirements that are being imposed on Dauner Haus to close on its project to clarify that the assignability of rights provides under the Ordinance do not impact MSDHA. The City Attorney recommends the approval of the letter to clarify the City's Dauner Haus PILOT Ordinance and that its intent was not to impact the rights of the Authority related to its statutory obligations for the Dauner Haus project.

CHANGEABLE MESSAGE SIGNS – Administration recommends the placement of a moratorium on changeable message signs until the time that the new sign ordinance is adopted.

FOIA APPEAL

CALL TO AUDIENCE

ADJOURNMENT

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

OPEN

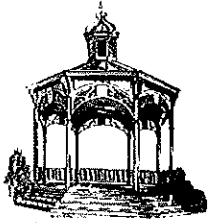
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-111.300	INVENTORY - SALT	DETROIT SALT COMPANY	ROCK SALT	10,975.00	
101-000-220.583	TEXAS ROADHOUSE	PROGRESSIVE	SITE PLAN REVIEW	212.50	
Total For Dept 000				11,187.50	
Dept 210 ATTORNEY					
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	FIRE DEPARTMENT	220.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	LABOR	1,034.50	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	PUBLIC WORKS	1,517.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	BUILDING & PLANNING	573.50	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	ORDINANCES	265.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	CITY COUNCIL	545.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	MANAGER	1,834.50	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	TREASURER	57.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	FOIA	176.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	MAYOR	45.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	BRIAN DENNIS 22-117378-CZ	539.50	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	ALAN HOPKINS C22D1030-SC	480.00	
101-210-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	WHITMAN, FORBUSH,CROSS SMALL CLAIMS C	9,945.50	
Total For Dept 210 ATTORNEY				17,232.50	
Dept 211 LEGAL					
101-211-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	MIDWEST VISION PARTNERS MTT	45.00	
101-211-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	REGENCY REALTY GROUP MTT	425.00	
101-211-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	3103 SILVER LAKE LLC MTT	112.50	
101-211-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	MTCO LLC MTT	865.00	
101-211-826.000	LEGAL FEES	FAHEY SCHULTZ BURZYCH RH	WALGREEN COMPANY MTT	1,110.00	
101-211-826.000	LEGAL FEES	FOSTER, SWIFT, COLLINS &	ENVIRONMENTAL SERVICES	1,067.50	
Total For Dept 211 LEGAL				3,625.00	
Dept 234 GENERAL SERVICES					
101-234-934.000	OFFICE EQUIPMENT MAINT.	RICOH USA, INC	EQUIPMENT RENTAL	145.57	
Total For Dept 234 GENERAL SERVICES				145.57	
Dept 265 CITY HALL					
101-265-931.000	BUILDING MAINTENANCE	CINTAS	MATS	62.89	
101-265-931.000	BUILDING MAINTENANCE	HILL STEEL BUILDERS SUPP	WINDOW REPAIR-RECORDS RET. BUILDING	249.90	
101-265-931.000	BUILDING MAINTENANCE	THE SHERMAN WILLIAMS CO.	PAINT	128.41	
Total For Dept 265 CITY HALL				441.20	
Dept 327 POLICE STATION & BUILDING					
101-327-854.000	EQUIPMENT LEASING	RICOH USA, INC	EQUIPMENT RENTAL	113.00	
101-327-931.000	BUILDING MAINTENANCE	CINTAS	MATS	76.89	
Total For Dept 327 POLICE STATION & BUILDING				189.89	
Dept 336 FIRE ADMINISTRATIVE					
101-336-934.000	EQUIPMENT MAINT.	RICOH USA, INC	EQUIPMENT RENTAL	97.74	
Total For Dept 336 FIRE ADMINISTRATIVE				97.74	
Dept 371 INSPECTION					
101-371-970.000	CAPITAL OUTLAY	DELL	LED MONITOR	431.71	
Total For Dept 371 INSPECTION				431.71	
Total For Fund 101 GENERAL FUND				33,351.11	

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	GENESEE CO. ROAD COMMISS	SIGNAL MAINTENANCE	431.06	
202-474-818.000	CONTRACTED SERVICES	GENESEE CO. ROAD COMMISS	SIGNAL MAINTENANCE- OWEN @ JENNINGS	2.62	
Total For Dept 474 TRAFFIC SERVICES				433.68	
Dept 482 DPW DIRECTOR					
202-482-741.000	UNIFORMS	CINTAS	UNIFORMS	257.31	
202-482-741.000	UNIFORMS	CINTAS	UNIFORMS	257.31	
Total For Dept 482 DPW DIRECTOR				514.62	
Total For Fund 202 MAJOR STREET FUND				948.30	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-818.000	CONTRACTED SERVICES	CARNES ELECTRIC	INSTALLED POLE AT HOWARD AND MAIN	600.00	
203-463-818.000	CONTRACTED SERVICES	CHOP	TREE REMOVAL	525.00	
203-463-818.000	STUMP GRINDING 2 LOCATIONS LOC	CHOP	STUMP GRINDING 629 FOREST AND 802 OA	1,008.00	
Total For Dept 463 MAINTENANCE				2,133.00	
Dept 474 TRAFFIC SERVICES					
203-474-740.000	LED LAMPS AND GLOBES	CITY ELECTRIC SUPPLY	LED CONVERSION BULBS AND GLOBES FOR L	8,669.76	
Total For Dept 474 TRAFFIC SERVICES				8,669.76	
Dept 479 SNOW & ICE CONTROL					
203-479-740.000	OPERATING SUPPLIES	MICHIGAN LANDSCAPE SUPPL	TOPSOIL, STRAW SEEDING MULCH	20.60	
Total For Dept 479 SNOW & ICE CONTROL				20.60	
Dept 482 DPW DIRECTOR					
203-482-741.000	UNIFORMS	CINTAS	UNIFORMS	257.31	
203-482-741.000	UNIFORMS	CINTAS	UNIFORMS	257.31	
203-482-741.000	UNIFORMS	CINTAS	UNIFORMS	257.31	
Total For Dept 482 DPW DIRECTOR				771.93	
Total For Fund 203 LOCAL STREET FUND				11,595.29	
Fund 486 NON-MOTORIZED TRAIL					
Dept 977 NON-MOTORIZED TRAIL					
486-977-818.000	CONTRACTED SERVICES	NOWAK & FRAUS ENGINEERS	NON MOTORIZED TRAIL ENGINEERING SERVI	200.00	
Total For Dept 977 NON-MOTORIZED TRAIL				200.00	
Total For Fund 486 NON-MOTORIZED TRAIL				200.00	
Fund 590 SEWER FUND					
Dept 549 LIFT STATION					
590-549-740.000	OPERATING SUPPLIES	MICHIGAN ELECTRIC SUPPLY	SAFETY HARNESS	303.38	
Total For Dept 549 LIFT STATION				303.38	
Total For Fund 590 SEWER FUND				303.38	
Fund 591 WATER FUND					
Dept 266 WATER TREATMENT PLANT					
591-266-740.000	OPERATING SUPPLIES	BRIGHTON ANALYTICAL LABS	DRINKING WATER ANIONS	36.00	
591-266-740.000	OPERATING SUPPLIES	BRIGHTON ANALYTICAL LABS	WATER SUPPLIES	69.00	
591-266-740.000	OPERATING SUPPLIES	BRIGHTON ANALYTICAL LABS	DRINKING WATER ANIONS.	36.00	
591-266-740.000	OPERATING SUPPLIES	BRIGHTON ANALYTICAL LABS	DRINKING WATER ANIONS	360.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 266 WATER TREATMENT PLANT					
591-266-740.000	HYDRATE CHEMICAL BULK WTP OPS	CARMEUSE LIME AND STONE	BULK HYDRATE CHEMICAL. WATER TREATME	6,886.47	
591-266-740.000	HYDRATE CHEM BULK WTP OPS	CARMEUSE LIME AND STONE	HYDRATE CHEMICAL BULK. WATER TREATME	6,823.05	
591-266-740.000	OPERATING SUPPLIES	HACH COMPANY	WATER SUPPLIES	67.16	
591-266-740.000	OPERATING SUPPLIES	NORTH CENTRAL LABORATORI	BUFFER SOLUTIONS, FLUORIDE	384.01	
591-266-740.000	FERRIC CHLORIDE SOLUTION BULK W	PVS TECHNOLOGIES INC	FERRIC CHLORIDE SOLUTION BULK. WATER	7,585.71	
591-266-740.000	OPERATING SUPPLIES	ULINE	LATEX GLOVES	264.85	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	GAS DETECTOR	919.33	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	ORION ROSS ULTRA PH TRIODE	676.80	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	PVC PIPE-RETURNED APPLIED CREDIT	15.01	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	BUSHINGS	246.15	
591-266-740.000	OPERATING SUPPLIES	USA BLUE BOOK	PVC PIPE NIPPLES	154.19	
591-266-740.000	HYPOCHLORITE SOLUTION BULK WTP	WATER SOLUTIONS UNLIMITE	HYPOCHLORITE SOLUTION BULK. WATER TR	4,960.00	
591-266-741.000	UNIFORMS	CINTAS	UNIFORMS	179.54	
591-266-741.000	UNIFORMS	CINTAS	UNIFORMS	179.54	
591-266-741.000	UNIFORMS	CINTAS	UNIFORMS	179.54	
591-266-931.000	BUILDING MAINTENANCE	ALLIED EQUIP. RENTAL	HEATER RENTAL	1,100.12	
591-266-931.000	ANNUAL FIRE EXT AND EMER LIGHT	CINTAS FIRE PROTECTION	ANNUAL WTP FIRE EXTINGUISHER INSP AND	3,125.53	
591-266-931.000	CAUSTIC SODA BULK. WTP OPS	HAVILAND PRODUCTS COMPAN	CAUSTIC SODA BULK. WATER TREATMENT P	14,015.04	
591-266-931.000	EMER HVAC REPAIR WTP ROOF TOP U	K & S VENTURE SPECIALTIE	EMERGENCY HVAC REPAIRS TO 2 ROOF TOP	3,622.94	
Total For Dept 266 WATER TREATMENT PLANT				51,885.98	
Dept 900 WATER OPERATING					
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	56.94	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	56.94	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	179.54	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	56.94	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	179.54	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	56.94	
591-900-741.000	UNIFORMS	CINTAS	UNIFORMS	56.94	
591-900-971.300	CROSS CONNECTION	HYDROCORP, INC	CROSS CONNECTION PROGRAM NON-RESIDENT	1,146.50	
591-900-971.300	CROSS CONNECTION	HYDROCORP, INC	CROSS CONNECTION PROGRAM RESIDENTIAL	1,500.00	
591-900-971.500	LEAD AND COPPER MATERIALS	ETNA SUPPLY	LSL STOCK	346.29	
591-900-971.500	LEAD AND COPPER MATERIALS	ETNA SUPPLY	SOFT COIL	3,068.80	
591-900-971.500	LEAD AND COPPER MATERIALS	ETNA SUPPLY	LSL STOCK	263.09	
591-900-971.500	LEAD AND COPPER MATERIALS	ETNA SUPPLY	CURB STOP	626.09	
591-900-971.500	LEAD AND COPPER MATERIALS	ETNA SUPPLY	LSL STOCK	936.00	
Total For Dept 900 WATER OPERATING				8,530.55	
Total For Fund 591 WATER FUND				60,416.53	
Fund 640 DPW EQUIPMENT REVOLVING FUND					
Dept 932 EQUIPMENT					
640-932-740.000	OPERATING SUPPLIES	CINTAS FIRST AID & SAFTE	FIRST AID SUPPLIES	137.86	
640-932-740.000	OPERATING SUPPLIES	IMAGE PROJECTIONS	EMBROIDERY	15.00	
640-932-740.000	OPERATING SUPPLIES	IMAGE PROJECTIONS	EMBROIDERY	15.00	
640-932-741.000	UNIFORMS	CINTAS	UNIFORMS	12.02	
640-932-741.000	UNIFORMS	CINTAS	UNIFORMS	12.02	
640-932-741.000	UNIFORMS	CINTAS	UNIFORMS	12.02	
640-932-741.000	UNIFORMS	CINTAS	UNIFORMS	12.02	
640-932-741.000	UNIFORMS	CINTAS	UNIFORMS	12.02	
640-932-752.000	TOOLS	KIMBALL MIDWEST	WIFI BORESCOPE	129.95	
640-932-931.000	BUILDING MAINTENANCE	CINTAS	MATS	70.02	
640-932-931.000	ANNUAL DPW EMER LIGHTING INSPEC	CINTAS FIRE PROTECTION	ANNUAL DPW VEHICLE FIRE EXTINGUISHER	319.20	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 640 DPW EQUIPMENT REVOLVING FUND					
Dept 932 EQUIPMENT					
640-932-931.000	BUILDING MAINTENANCE	GATE LOGIC LLC	CARD READER REPAIR	607.99	
640-932-933.000	DPW EQUIP MAINT	ADVANCE AUTO PARTS	OFF SWITCH	4.50	
640-932-933.000	DPW EQUIP MAINT	ADVANCE AUTO PARTS	POWERATED BELT	55.41	
640-932-933.000	DPW EQUIP MAINT	AIRGAS USA, LLC	SHOP SUPPLIES	62.02	
640-932-933.000	DPW VEHICLE ANNUAL FIRE EXTING	CINTAS FIRE PROTECTION	ANNUAL DPW VEHICLE FIRE EXTINGUISHER	754.15	
640-932-933.000	DPW EQUIP MAINT	FENTON KAR WASH	CAR WASHES OCT-DEC 2022	63.00	
640-932-933.000	DPW EQUIP MAINT	HOLLY AUTOMOTIVE SUPPLY	PARTS	76.02	
640-932-933.000	DPW EQUIP MAINT	HOLLY AUTOMOTIVE SUPPLY	BEARING	15.83	
640-932-933.000	DPW EQUIP MAINT	IMAGE PROJECTIONS	VINYL FOR STREET SWEEPER	83.00	
640-932-933.000	BROOM SECTIONS & FILTERS, ST SW	MTECH	GUTTER BROOM REPLACEMENT SECTIONS AND	1,035.00	
640-932-933.000	DPW EQUIP MAINT	O'REILLY AUTO PARTS	OIL FILTER	26.37	
640-932-933.000	DPW EQUIP MAINT	O'REILLY AUTO PARTS	MICRO V-BELT, 30YD TAPE	63.66	
640-932-933.000	DPW EQUIP MAINT	O'REILLY AUTO PARTS	WIPER BLADES, SOCKET	59.48	
640-932-933.000	DPW EQUIP MAINT	O'REILLY AUTO PARTS	HOSE KITS	125.81	
640-932-933.000	DPW EQUIP MAINT	TRACTOR SUPPLY CREDIT PL	OIL	17.98	
Total For Dept 932 EQUIPMENT				3,797.35	
Total For Fund 640 DPW EQUIPMENT REVOLVING FUND				3,797.35	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	33,351.11	
			Fund 202 MAJOR STREET	948.30	
			Fund 203 LOCAL STREET	11,595.29	
			Fund 486 NON-MOTORIZED	200.00	
			Fund 590 SEWER FUND	303.38	
			Fund 591 WATER FUND	60,416.53	
			Fund 640 DPW EQUIPMENT	3,797.35	
			Total For All Funds:	<u>110,611.96</u>	



**Fenton
Downtown
Development
Authority**

**FENTON DOWNTOWN DEVELOPMENT AUTHORITY
PROCEEDINGS
Tuesday, January 17, 2023**

The meeting was called to order by Chairman Craig Schmidt at 6:00 pm

ROLL CALL:

PRESENT: Bertschy, Green, Osborn, Penwell, Ricketts, Schmidt, Steffey

ABSENT: Andrysiak(*excused*), Henderson(*excused*), James (*excused*), Johnson (*excused*), Strayer (*excused*)

OTHERS: Michael Hart, DDA Director/Assistant City Manager;
Lynn Markland, City Manager; Jon Satkowiak, Treasurer;
Denise Coole, Recording Secretary

EXECUTIVE DIRECTOR'S REPORT

Hart welcomed the Board and had a couple of items to bring forward, the first being that they are slated to choose new sculptures for the city in March. Also, Hart noted that there is a committee working to bring the Art Walk event back. Art Walk will be held Saturday July 29th at the Community Center, on and around the grounds depending on the number of participating artists.

FINANCIAL REPORT

Satkowiak reviewed the financial report from the packet. Satkowiak said the balance sheet reflects fifty percent of the winter capture. Satkowiak added that the variance line on the statement of Revenues and Expenditures did not include the Land Redevelopment amount and the total project amount of \$656,918 is correct. Satkowiak reported under Bond Construction, the \$12,000.00 payment was received from the Community Center closing that invoice.

CONSENT AGENDA

Craig Schmidt reviewed the consent agenda item of minutes for DDA meeting held September 27, 2022.

Motion by Osborn and Supported by Penwell to approve the Consent Agenda as presented.

YEAS: Bertschy, Green, Osborn, Penwell, Ricketts, Schmidt, Steffey

NAYS: None

ABSENT: Andrysiak, Henderson, James, Johnson, Strayer

Motion was carried by Roll Call Vote

PUBLIC COMMENTS – Chelsea Mills, owner of Behind Your Design, in attendance to speak on Items #6 and #7, regarding the E-Gift Card Program.

INFORMATIONAL MEETING [PA 57 of 2018]

Hart reported this is the first of the two required informational meetings in 2023 per the State regarding [PA 57 of 2018]. The City of Fenton is the only local unit of government present.

CITY HALL PARKING LOT DUMPSTER ENCLOSURE MAINTENANCE/REPAIR

Hart reviewed the memo for the repairs, noting that PVC will not be used. Hart said Jon Staisil from DPW will be able to finish the wood project after installed.

Motion by Osborn and Supported by Steffey to approve the recommendation of \$7,700.00.

All Ayes – None Opposed

Motion carried by Voice Vote

COVID-19 BUSINESS MARKETING PLAN, FENTON RESTAURANT WEEK EGIFT CARD PROGRAM BOGO

Hart said this is a follow up to his email previously sent to the DDA Board, to create the Fenton Restaurant Week. Hart said the last several years The Laundry has led this event, and they are excited to have the DDA involved. Hart said the money will be limited to one gift card and a bonus card. The bonus card has the time frame of Restaurant Week to be spent or the money will come back to the DDA escrow account, the purchased gift card has no expiration. Mills said they launched this BOGO event Friday and seventy-nine transactions have occurred since, with \$4,500.00 spent and \$1,500.00 in bonus cards provided. Mills said there are sixteen restaurants participating at this time. Ricketts asked about the process of checking the balance on a card. Mills said the balance automatically updates on your phone if you have the digital copy and you use that exact amount for payment, providing additional payment if needed. The instructions are provided when the purchase is made. Osborn asked if there will be a certain menu provided by the restaurants. Mills said they have opted not to do that. Hart hopes the public will take advantage of this offer. Mills provided the website for updated information which includes participating restaurants and checking balances; www.FentonRestaurantWeek.com .

Motion by Bertschy and supported by Osborn to approve the recommendation for Fenton Restaurant Week with a \$15,323.98 contribution.

All Ayes – None Opposed

Motion carried by Voice Vote

COVID-19 BUSINESS MARKETING PLAN (BMP), YIFTEE E-GIFT CARD PROGRAM 2023

Hart reviewed the memo that is to allow the e-Gift card program to continue with Yiftee. Per the contract from 2022, money was left available to provide three bonus programs and this will be refunded. Restaurant Week will be the first bonus program for 2023. Behind Your Design will provide the marketing services.

Motion by Schmidt and Supported by Osborn to approve the recommendation as written, for the amount not to exceed \$13,200.00.

All Ayes – None Opposed

Motion carried by Voice Vote

CALL TO THE AUDIENCE – None

BOARD COMMENTS

Schmidt thanked the Chamber of Commerce and SLPR for running the monthly events in the fall and winter of 2022.

Hart said as a reminder to the Board the February & March meetings will be busy with event plans and budget approval.

Penwell asked the contact person for Art Walk. Hart said SLPR is the marketing coordinator.

Markland gave the heads up that he & Hart are continuing to work with property on Mill St for a possible solution for the property that burned.

Penwell is president of the Fenton Lions Club, and they are putting on a fund raiser for the Fenton Lions Club to be held February 2, 2023. Tickets are available for \$75.00 per person.

The meeting adjourned at 6:30 p.m.

Craig Schmidt
DDA Chairman

Denise Coole
Recording Secretary

Date Approved: _____

CITY OF FENTON COUNCIL PROCEEDINGS
Monday, February 13, 2023
City Hall Council Chambers
301 South LeRoy Street

Mayor Osborn called the meeting to order at 7:30 PM.

The invocation for the evening was the Lord's Prayer and was followed by the Pledge of Allegiance.

ROLL CALL

Present: Bottecelli, Grossmeyer, Jacob, Lockwood, McDermott, Osborn, Sage.
Absent: None.
Others Present: Lynn Markland, City Manager; Chris Patterson, City Attorney; Michael Hart, Assistant City Manager.

MAYOR'S COMMENTS

Mayor Osborn reported that a proposed Food Truck Ordinance will be presented at the April Council Work Session.

CITY MANAGER'S REPORT

Markland reported on the following:

- Budget Session will be April 22nd at the Fire Station
- Detective Scott Townsend retiring March 3rd

COMMENTS & REPORTS

Grossmeyer reported first quarter figures from MTA which are down 48%:

Your Ride: 1531
Special Services: 1142
Lift Passengers: 486

Grossmeyer also reported that participation was up at the last Community Expo meeting.

Sage reported the Museum Board met and the structural engineer suggested opening the Museum, keeping the porch closed. The Sidewalk Committee met as well.

Lockwood reported the Arts & Culture Commission will be partnering with the Flint Institute of Arts (FIA). The Sculpture Committee will be meeting soon with new sculptures coming in May.

Bottecelli reported the Flint Institute of Arts is free seven days a week and is happy to be partnering with the Arts & Culture Commission.

McDermott reported that the Sidewalk Committee will present a recommendation to Council at the April Work Session.

LEGAL COUNSEL REPORT

Patterson reported on the following:

- Ordinance regarding Youth Tobacco Act
- Three pending litigations
- Planning Commission applicant
- Parker Property case dismissed in favor of the city

CITIZENS COMMENTS

Damien Siwik requested to speak on the depot repairs.

CONSENT AGENDA

Mayor Osborn reviewed all items on the Consent Agenda:

- Authorize payment of invoices in the amount of \$1,039,463.53.
- Authorize payment of Community Center invoices in the amount of \$21,357.39.
- Approve and place on file the minutes of the following meetings:
 - October 26, 2022 Beautification Commission meeting
 - October 28, 2022 Veteran's Memorial Committee meeting
 - November 15, 2022 Museum Board meeting
 - November 17, 2022 Planning Commission meeting
 - December 9, 2022 Arts & Culture Commission meeting
 - December 13, 2022 Parks Board meeting
 - January 23, 2023 City Council meeting
 - February 6, 2023 Council Work Session

A motion was made by Lockwood and supported by McDermott to approve the consent agenda as presented.

YEAS: Bottecelli, Grossmeyer, Jacob, Lockwood, McDermott, Osborn, Sage.

NAYS: None.

ABSENT: None.

Motion carried by unanimous roll call vote.

PITNEY BOWES POSTAGE MACHINE CONTRACT RENEWAL

A motion was made by Grossmeyer and supported by Jacob to approve the new lease for a five (5) year term per the lease agreement in the total amount of \$10,702.80 and to authorize the City Manager or designee to sign the proposal as submitted.

Motion carried by unanimous voice vote.

DEPOT REPAIRS

A motion was made by McDermott and supported by Bottecelli to move forward with the remodel work in the Depot at a cost of \$3,900.00 from Senior Home Solutions.

Motion carried by unanimous voice vote.

CALL TO AUDIENCE – None.

CLOSED SESSION TO DISCUSS THREE PENDING CASES FILED AGAINST CITY POLICE OFFICERS BY ALAN HOPKINS IN THE DISTRICT COURT

A motion was made by Osborn and supported by Lockwood to enter into closed session with the city attorney to discuss trial and settlement strategy regarding Hopkins lawsuits against city police officers at 8:02 pm.

YEAS: Grossmeyer, Jacob, Lockwood, McDermott, Osborn, Sage, Grossmeyer.

NAYS: None.

ABSENT: None.

Motion carried by unanimous roll call vote.

RECONVENE OPEN SESSION

A motion was made by McDermott and supported by Grossmeyer to reconvene to open session at 8:30 pm. **Motion carried by unanimous voice vote.**

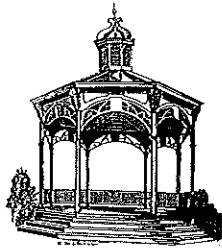
Adjourned at 8:31 PM.

Mayor Sue Osborn

Jennifer Kienast, City Clerk

Date Approved:

Memorandum



THE CITY OF
FENTON

DATE: February 24, 2023

TO: Mayor Sue Osborn and City Council

FROM: Lynn Markland, City Manager

A handwritten signature in black ink, appearing to read 'L. Markland', is written over the printed name 'Lynn Markland, City Manager'.

RE: Chief of Police

We have had an opening for the Chief of Police position since Chief Jason Slater retired in June of 2022. Lt. Jeffrey Cross has been serving as Interim Chief of Police since that date.

Lt. Cross graduated from Linden High School in 1995, he then attended Saginaw Valley State University graduating in 1999 with a B.S. in Criminal Justice. Mr. Cross graduated from the Delta College Police Academy (as part of his degree program) in January of 2000. In 1998, Mr. Cross joined the U.S. Army Reserves and was honorably discharged in 2004. In 1998, he was a student intern with the Michigan State Police, Brighton Post.

Lt. Cross began employment with the City of Fenton Police Department as an Officer in June of 2000. He was promoted to Sergeant in May 2015 and to Lieutenant in September of 2017. Lt. Cross has been the Interim Chief of Police since June 2022. Because of his dedication, training and experience, I have decided to appoint Lt. Cross to the position of Chief of Police. I am confident that he will do an outstanding job for the city and that he will provide continued leadership, professionalism and integrity for the City of Fenton Police Department. These are the attributes that previous individuals have brought to the position, and I am sure that Chief Cross will continue that proud tradition.

As per the City of Fenton City Charter, "The Chief of Police shall be in charge of the Police Department. To be eligible for appointment as Chief of Police, a person must be qualified for such office by education, training or experience. Such qualifications shall be determined by the City Manager, subject to the approval of the City Council." Therefore, I find that Lt. Cross is duly qualified for this position, and I am appointing him to Chief of Police for the City of Fenton Police Department. I am respectfully requesting the City Council approve the appointment of Jeffrey Cross to the position of Chief of Police.



Memorandum

DATE: February 23, 2023

TO: Lynn Markland, City Manager

FROM: Bob Cairnduff, Fire Chief

RE: Ladder Truck Purchase

The purchase of the new ladder truck was discussed at the February 6th council work session. At that time, I informed you and council that I was waiting on proposals from the two remaining manufactures that the truck committee had narrowed our choice down to. I had also mentioned that one of the manufacturers had an impending price increase going into effect March 1, 2023. If we decided to go with their truck, I would need to come back to council at the February 27th council meeting to get approval. This would allow us to have our order in before the 4% price hike, saving the city approximately \$60,000.

I received the following proposals for a new ladder truck built to our truck committee specifications:

Rosenbauer Cobra Mid-Mount 100' Aerial \$1,479,830 (with options 1A & 2B)
22-month delivery timeframe

KME Severe Service 102' Mid-Mount Aerial \$1,746,125
27-month delivery timeframe

Both proposed trucks meet our requested specifications. The truck proposed by Rosenbauer is \$266,295 less than the KME proposal. We currently own trucks built by both companies and I have no reservations with either company. Therefore, due to the significant price difference, I am requesting approval to move forward with purchasing the Rosenbauer truck. I am also requesting that the City Manager be given permission to sign the necessary documents and process the order in time to avoid the 4% price increase.



**Proposal For
Fire Apparatus**

Fenton Fire Dep
Fenton, MI

February 12, 2023

For your Vehicle requirements, a proposal has been prepared in our standard format for your consideration.

**Rosenbauer Cobra Mid Mount Aerial Mounted on a Rosenbauer
Commander Chassis**

**\$ 1,462,155 (One Million Four Hundred Sixty Two Thousand One
Hundred Fifty Five Dollars)**

NOTE: Contract or a PO must be signed and received by dealer by 12:00 pm on February 28th. The March 1, 2023 price increase will be \$ 68,750.

F.O.B. Fenton, MI

TERMS: Chassis Payment upon Completion (approximately 14 months). Aerial Payment upon Completion (Approximately 18 months). Balance on Delivery.

COMPLETION: Estimated to be ready for final inspection in twenty two (22) months. Transportation and dealer prep will take additional time

Respectfully Submitted,

A handwritten signature in black ink that reads 'Wendy Simon'. The signature is written in a cursive style with a small 'r' above the 'i' in 'Simon'.

Wendy Simon



OPTIONS

- 1) Upgrade to (Choose One)
 - a. All sections galvanized \$ 6,850
 - b. All sections galvanized with painted outer base section only \$ 9,925
 - c. All sections galvanized and all sections painted \$ 16,675
- 2) Add remote control
 - a. Aerial Operation only (no Outriggers) \$ 7,750
 - b. Aerial & Outriggers \$ 9,450

NOTE: Option pricing above is only good until February 28th. A 4% price increase will be in effect after that.

PAYETTE SALES & SERVICE, INC.

P O. Box 378 Grosse Ile, Michigan 48138 (734) 676-2451 FAX (734) 676-1740

February 22, 2023

Chief Robert Cairnduff
City of Fenton Fire Department
205 E. Caroline Street
Fenton, MI. 48430

Subject: KME 102' Mid-mount Platform Proposal

Chief Cairnduff,


Thank you for the opportunity to submit one (1) KME 102' Aerial Platform proposal, meeting your Fire Departments requirements and NFPA standards. For your consideration I would like to offer pre-payment discounts with the contract.

One (1) KME Severe Service Aerial Platform Contract \$1,746,125.00 Delivery is (810) calendar days from order.

100% Prepay	\$96,728
90% Prepay	\$87,855
75% Prepay	\$74,546
50% Prepay	\$52,364

Review and do not hesitate to contact me with any questions.

Respectfully,



Christopher J. Payette
President



Memorandum

DATE: February 23, 2023

TO: Lynn Markland, City Manager

FROM: Bob Cairnduff, Fire Chief

RE: Physicals and Cancer Screening

In the current FY23 budget I have money (\$13,100) allocated for firefighter physicals and cancer screening. These physicals would be performed on site at the fire station in a mobile physicians office. Each firefighter physical will consist of a firefighter based hands on physical, comprehensive blood panel, urinalysis, vision test, hearing test, pulmonary function test (PFT), and a 12 lead resting EKG. They will each also have a prostate specific antigen (PSA) blood test performed to screen for signs of prostate cancer.

All findings will go direct to the firefighter not to the city. The department will only receive a fit or unfit for duty form. Any findings that are deemed "not normal" or any high- or low-test results will direct the firefighter to seek further testing and care from their primary provider.

The intention of these physicals and cancer screening tools are meant to help our fire personnel remain healthy and to catch anything early. The first year will include the physical and the prostate cancer screening. Year two would be screening for cancer with an abdominal cancer ultrasound (Est cost at \$8,500). Year three would be Fecal occult (colon), and bladder cancer screening (Est cost of \$3,600). In year four the cycle would start again.

According to national data, firefighters have a 10% higher risk of being diagnosed with cancer and a 14% higher risk of dying from cancer than the general population. In Michigan, we now have the First Responder Presumed Coverage Fund. This fund provides workers compensation disability benefits to certain first responders that contract cancer on the job. There are now 13 types of cancer that are presumed to be work related for on-call firefighters.

I am requesting approval to move forward with these physicals. They would be performed by Bio-Care of Holt Michigan, on site at the fire department, the first week in April. The total cost for our 33 fire personnel is \$12,155.



Labor and Economic Opportunity

Christopher R. Slezak First Responder Presumed Coverage Fund

The Christopher R. Slezak First Responder Presumed Coverage Fund (the fund) was created by the legislature and is administered by the Director of the Workers' Disability Compensation Agency. The fund provides workers' disability compensation benefits to certain first responders as provided in statute, MCL 418.405(2).

In order to qualify for benefits from the fund, the first responder at the time of filing must meet **ONE** of the following criteria:

1. Be a full time member of a fire department or public fire authority; or

for a diagnosis on or after January 1, 2022,

2. Be a former full-time member of a fire department or public fire authority; or
3. Be a current or former part-time, paid on-call, or volunteer member of a fire department or public fire authority; or
4. Be a current or former part-time, paid on-call, volunteer, or full time forest fire officer/crash rescue officer.

In addition, the first responder must also meet ALL of the following criteria:

1. Must have or have had 60 months or more active service in the department or public fire authority
2. Been diagnosed with any respiratory tract, bladder, skin, brain, kidney, blood, thyroid, testicular, prostate, lymphatic cancer, ovarian, breast or non-HPV cervical cancer
3. If diagnosed with ovarian, breast or non-HPV cervical cancer, the diagnosis must have been made on or after January 1, 2022.
4. Been exposed to the hazards incidental to fire suppression, rescue, or emergency medical services in the performance of his or her work-related duties with the department or authority.
5. Have applied for and done all things necessary to qualify for any pension benefits to which he or she may be entitled.

The cancers described in the statute are presumed to arise out of and in the course of employment only with respect to a claim against the fund and in the absence of non-work-related causation or specific incidents that establish a cause independent of the employment. Neither mere evidence that the condition was preexisting, nor an abstract medical opinion that the employment was not the cause of the disease or condition is sufficient to overcome the presumption for purposes of a claim against the fund. The presumption under this subsection may be rebutted by scientific evidence that the member or former member of the fire department or public fire authority was a substantial and consistent user of cigarettes or other tobacco products within the 10 years immediately preceding the date of injury, and that this use was a significant factor in the cause, aggravation, or progression of the cancer.

The presumption created in this subsection applies only to a claim for like benefits against the fund. For purposes of a claim against the fund as created under subsection (6), a fire department or public fire authority is considered the employer of a volunteer member.

Claims for benefits from the Christopher R. Slezak First Responder Presumed Coverage Fund application must be on the form provided by the agency and submitted to the agency via U.S. Mail:

Workers' Disability Compensation Agency
Christopher R. Slezak First Responders Presumed Coverage Fund
P.O. Box 30016
Lansing, MI 48909.

Note: A claimant may not receive benefits covering the same time period from both the fund and the employer. The suspension of the member's or former member's claim against his or her employer under this statute is in effect only during the period the member receives like benefits from the fund. If a redemption agreement between the fund and the claimant is approved, the suspension of a claim against an employer under this subsection continues indefinitely.

If you have any questions regarding fund, you may contact Tammy Ordiway, Senior Claims Examiner at 517-284-8969.





1778 Holloway Drive, Suite A
 Holt, MI 48842
 800-694-6240

Service Agreement

This Service Agreement is for on-site medical services to be provided by Bio-Care, Inc. to Fenton City Fire Department. The two parties agree to the following terms of service.

Services to be Provided

Product Name	Line Description
Medical Examination - Fire Department: physical exam, vitals, medical history questionnaire, comprehensive blood panel, complete urinalysis with Micro, vision test, pulmonary function (PFT), and 12 lead resting EKG.	Includes medical history questionnaire, respirator questionnaire, and a physical pertaining to a fire fighter
Audiometric Testing	
Prostate-Specific Antigen (PSA) Blood Test	

Service Date(s)

Services will be provided on the date(s) below. Services to be completed during testing times provided on testing schedule provided by Bio-Care. All times are shown in the Eastern Time Zone

Event Date(s)	Start Time	End Time
04/04/2023	1:00:00 PM EST	8:00:00 PM EST
04/05/2023	8:00:00 AM EST	9:00:00 AM EST
04/05/2023	9:00:00 AM EST	2:40:00 PM EST

Service Address

Services will be performed at the following address:

205 E Caroline St Fenton, Michigan 48430 United States

Testing Location

Bio-Care Truck

Records & Reporting

Bio-Care, Inc agrees to maintain the confidentiality of all protected health information collected from the services completed in accordance with HIPAA and other applicable state and federal laws.

1. Records will be sent to : Robert Cairnduff at bcairnduff@cityoffentonfire.org, at the following address:
205 E Caroline St, Fenton, Michigan, 48430, United States.
2. Records will include reports based on the following Regulation Standards:
NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments.
3. An estimated completion and delivery of records will be 10-12 business days from the date(s) the services were completed.

Planning & Completion of Services

It is Bio-Care's responsibility to:

- Provide a testing schedule with appointment times to complete the testing services.
- Provide medical questionnaires, testing instructions, medical equipment, and medical supplies necessary to complete the testing.
- Provide medical truck to complete services.

It is Fenton City Fire Department responsibility to:

- Plan for and make preparations for the services and testing date by notifying management, supervisor and employees of the upcoming testing and the service date(s).
- Determine how employees will be scheduled for appointment times on the testing schedule and make necessary notifications to management, supervisor and employees.
- Distribute any paperwork including medical questionnaires and testing instructions to employees being tested.
- Ensure that an arrival contact will be available when Bio-Care arrives to direct them to the testing location.
- Ensure that the contact is available during the testing hours to assist with issues or questions that arise.
- Determine a parking location for the truck. Parking location should be level, accessible and in a low-noise area.

Service Pricing

Medical Examination - Fire Department: physical exam, vitals, medical history questionnaire, comprehensive blood panel, complete urinalysis with Micro, vision test, pulmonary function (PFT), and 12 lead resting EKG.	Includes medical history questionnaire, respirator questionnaire, and a physical pertaining to a fire fighter	\$300.00	33.00	\$9,900.00
Audiometric Testing		\$10.00	33.00	\$330.00
Prostate-Specific Antigen (PSA) Blood Test		\$25.00	33.00	\$825.00
Travel Charge - Truck		\$350.00	1.00	\$350.00
Travel Fee - Staff Travel and/or Overnight Hotel and Per Diem		\$250.00	3.00	\$750.00
				Total: \$ 12155.

Payment for Services

1. An invoice for services will be sent to Robert Cairnduff at bcairnduff@cityoffentonfire.org, 205 E Caroline St, Fenton, Michigan, 48430, United States.
2. Payment for services are due 30 days from the invoice date.
3. Payment will be made by Check .
4. If payment is not made within 30 days from the date(s) services are completed, a late fee of 2% will be assessed every 10 days.
5. You will be billed a minimum charge equal to 85% of the TOTAL on the Service Pricing under this agreement for scheduled services. It is your responsibility to ensure the number of services and/or number of testing dates is accurate.

Cancellation of Services or Agreement

Cancellation of this agreement, including the service date, without a 15 day written notification will result in a charge of 50% of the total price of services in this agreement.

Acceptance of Terms of Service

The signature below indicates acceptance to the terms of service under this Service Agreement. To accept this agreement, please type in your name in the box below, check the checkbox and click Submit.

Full Name

I have read and accept the terms of this Service Agreement

Bio-Care Account Representative

If you have questions regarding this agreement, contact your Account Representative noted above. Your signed authorization is required before being placed on Bio-Care Inc service testing schedule.



Memorandum



THE CITY OF
FENTON

DATE: February 24, 2023

TO: Mayor Sue Osborn and City Council

FROM: Lynn Markland, City Manager 

RE: Letter of Agreement with POAM

Over the last couple of years, we have had difficulty with hiring Police Officers. The shortage of applicants is attributed to several factors that include the current labor shortage, the pause of police academies during the recent pandemic and a number of police officers throughout the region becoming eligible for retirement. As an incentive to new hires the administration has been working with the Police Officers Association of Michigan (POAM) who represents our officers in their collective bargaining agreement (CBA). The agreement allows the city to pay a bonus to new hires upon the successful completion of their Field Training. The officer will be required to sign a promissory note to assure the obligation is fulfilled or to reimburse the city for all or a portion of the signing bonus. The agreement between the parties is indefinite and the city can terminate the agreement at the city's discretion. The amount is a one-time payment of \$5,000 less applicable withholdings and deductions. The effective date has been set to include our recent two new hires and the termination of the agreement can be decided when the city feels the necessity to do so.

The POAM unit has agreed to the terms of the agreement, and I recommend the City Council approve the agreement and authorize the City Manager to execute the necessary document(s).

LETTER OF AGREEMENT
Between
CITY OF FENTON
And
FENTON POLICE OFFICERS / DISPATCHERS ASSOCIATION

This Letter of Agreement is hereby made between the City of Fenton (the “City”) and the Fenton Police Officers / Dispatchers Association (“Union”) (collectively, the “Parties”), effective September 17, 2022, 2023.

Intent. The Parties recognize that the City, its law enforcement personnel, and its residents are best served by a fully staffed police department. The parties further acknowledge the present difficulty of recruiting and retaining qualified law enforcement officers. In light of that difficulty, the City agrees to provide a one-time signing bonus to individuals hired into the Union’s bargaining unit as Police Officers.

The parties therefore mutually agree to the following:

1. Any individual hired into the Union’s bargaining unit as a Police Officer on or after September 17, 2022 shall be paid a one-time lump sum payment of \$5,000 (less applicable withholdings and deductions) in the first regular payday after: (1) the completion of Field Training; (2) the execution of the Signing Bonus Agreement; and (3) the execution of the Promissory Note.
2. To be eligible for the signing bonus, individuals must adhere to the provisions of the Signing Bonus Agreement and Promissory Note that each individual will separately execute with the City. Failure to abide by the provisions of those agreements may disqualify an individual from the signing bonus or trigger an obligation to reimburse the City for all or a portion of the signing bonus.
3. This Letter of Agreement shall remain in effect indefinitely. The City retains the sole discretion to terminate this Agreement at any time, for any reason, and without the need for notice to the Union.

Signatures on the Following Page

AGREED:

UNION

Date: _____, 2023

Union President

Date: _____, 2023

Union Vice President

CITY OF FENTON

Date: _____, 2023

Lynn Markland, City Manager

Date: _____, 2023

Jennifer Kienast, City Clerk

February 27, 2023

Michigan State Housing Development Authority
735 E. Michigan Ave
Lansing, MI 48912

Re: City of Fenton Tax Exemption Ordinance- Dauner Haus 2023

Dear MSHDA:

We represent the City of Fenton. We negotiated and worked with MHT Housing, Inc. to draft a PILOT ordinance called "City of Fenton Tax Exemption Ordinance- Dauner Haus 2023 Apartments" which was adopted November 14, 2022.

Section 11 of the Ordinance states:

"The rights, privileges and obligations granted or relied upon pursuant to the terms of this Ordinance are specific to the Sponsor and such may not be assigned, dedicated nor relied upon by any person or party or entity except the Sponsor nor may the Sponsor assign or dedicate any of the benefits of this Ordinance to any other person or party."

The City of Fenton agrees that the intent of the Ordinance was for the Section 11 to state:

"With the exception of the rights of the Authority described in this Ordinance, [t]he rights, privileges and obligations granted or relied upon pursuant to the terms of this Ordinance are specific to the Sponsor and such may not be assigned, dedicated nor relied upon by any person or party or entity except the Sponsor nor may the Sponsor assign or dedicate any of the benefits of this Ordinance to any other person or party.

The Michigan State Housing Development Authority, ("MSHDA" or the "Authority"), Sponsor, and the City of Fenton agree that it is not necessary to amend the Ordinance because the City of Fenton is confirming in this letter that Section 11 will not impact the rights of the Authority under the Ordinance. This is the understanding of the parties.

If you have any questions, please contact the undersigned.



City of Fenton

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

MEMORANDUM

TO: Lynn Markland, City Manager *JAm*

COPY:

FROM: Jason Payne, Building/Zoning Administrator *jmp*

SUBJECT: Changeable message signs

DATE: February 22, 2023

Lynn,

The city has been working on an updated version of the sign ordinance. The Planning Commission will be looking at this new version in March. In the new sign ordinance, a changeable message sign will no longer be allowed.

I would like to ask City Council to place a moratorium on changeable message signs until the time that the new sign ordinance is adopted.