

CITY OF MASON

201 West Ash St.
Mason, MI 48854-0370

City Hall 517-676-9155
Fax 517-676-1330

CITY COUNCIL MEETING - COUNCIL CHAMBER

Monday, April 15, 2013

7:30 p.m.

Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Invocation
4. Announcements
5. People from the Floor
6. Presentations
7. Consent Agenda
 - A. Approval of Minutes – Regular Council Meeting: April 1, 2013
 - B. Approval of Bills
8. Regular Business
 - A. Motion – Farmland Development Rights Agreement Application
 - B. Motion – Agreement for Exchange of Services between the City of Mason and Bruce Johnston
 - C. Mayoral Proclamation – Arbor Day
 - D. Discussion – American Legion Statue Placement
9. Unfinished Business
10. New Business
11. Correspondence
 - Monthly Revenue and Expenditure Report
 - Quarterly Investment Report
 - Letter from Ed Sesi, VP/ System Manager of WOW
12. Liaison Reports
13. Councilmember Reports
14. Administrator's Report
15. Adjournment

**CITY OF MASON
REGULAR CITY COUNCIL MEETING
MINUTES OF APRIL 1, 2013**

Clark called the meeting to order at 7:39 p.m. in the Council Chambers at 201 W. Ash Street, Mason, Michigan. Mulvany led the Pledge of Allegiance and offered the invocation.

Present: Councilmembers: Brown, Clark, Droscha, Ferris, Mulvany, Naeyaert
Absent: Councilmember: Bruno
Also present: Martin A. Colburn City Administrator
Deborah J. Cwierniewicz, City Clerk
Eric Smith, Finance Director/Treasurer
John Sabbadin, Fire Department Lieutenant
Steven Armstrong, Fire Department Engineer

ANNOUNCEMENTS

- Sesquicentennial Meetings – Regular meeting schedule is the second Monday of each month
- Community Dinner Welcoming Mason's Sister City Kosovo Contingent – April 3, 2013 – Mason First United Methodist Church

PEOPLE FROM THE FLOOR

None.

PRESENTATION

Welcome Mayor Arifi and Contingent of Vitia, Kosovo, Sister City to City of Mason

Mayor Clark and Council welcomed Sister City visitors, Mayor Nexhmedin Arifi, Mr. Jakup Jahiri and Mr. Defrim Piraj to Mason, Michigan from Vitia, Kosovo. Clark commented briefly on the trip to Vitia that he, Martin Colburn, John Sabbadin, and Steve Armstrong took last October to deliver a fire truck, equipment, and supplies donated by the Mason community.

Mayor Arifi, accompanied by interpreter Defrim Piraj, expressed his great pleasure to be in Mason. He thanked Council and the community for the gift of the fire truck and life saving equipment for the citizens of Vitia. He thanked Council for their hospitality, and in closing, he thanked the Mayor and Council, the community, and in general, the United States, who gave a permanent contribution to all Albanian and Kosovo citizens, before, during and after the war with Serbia. He stated that the friendship of Kosovo citizens will be permanent; Albanian and Kosovo citizens have respect for all Americans and will for eternity.

Mayor Clark invited Mayor Arifi to sit with him to reaffirm the Sister City Twinning Agreement by reading the agreement in Albanian and English, followed by signing the agreement together, as they had done originally at the Vitia Municipal Assembly Meeting in October of 2012. At this time Mayor Clark presented Mayor Arifi with City Council Resolution No. 2012-30 – A Resolution to Form a City Alliance with the City of Vitia, Kosovo and a Key to the City. Mayor Clark also presented Mayor Arifi and Defrim Piraj with jackets embroidered with their name and the map of Michigan, depicting the City of Mason. Mayor Arifi presented a plaque to each, Mayor Clark and Mayor Pro Tem Naeyaert, depicting a map of Kosovo. Administrator Colburn was presented a plaque with the Vitina municipal emblem. They presented desk top flags, pens and date books for the Mayor to distribute.

CONSENT AGENDA

MOTION by Naeyaert, second by Droscha,
to approve the Consent Agenda as follows:

- A. Approval of Minutes – Regular Council Meeting: March 18, 2013
- B. Approval of Bills: \$69,775.28

MOTION APPROVED UNANIMOUSLY

REGULAR BUSINESS

Motion – Mason Lions Club – Use of Public Right-of-Way for White Cane Drive

Jennifer Jordan, Mason Lions Club Secretary, stated that The Mason Lions Club is requesting permission to use the public right-of-way for the annual White Cane Drive on the sidewalks of Mason.

Motion by Naeyaert, second by Brown,
to approve the Mason Lions Club's request to use the public right-of-way for their annual White Cane Drive on the sidewalks of Mason Friday, April 26 and Saturday, April 27 as requested in the submitted letter.

MOTION APPROVED UNANIMOUSLY

UNFINISHED BUSINESS

None.

NEW BUSINESS

Discussion was held to utilize funds allotted for the Mayor Exchange program to reciprocate the 2012 visit to Kosovo with our Sister City visitors. The City has not participated in the program for a couple of years and the allotted funds have not been used.

MOTION by Mulvany, second by Droscha,
to pre-approve up to \$800 for Council activities during the month of April.

MOTION APPROVED UNANIMOUSLY

CORRESPONDENCE

All correspondence was distributed.

LIAISON REPORTS

- Ferris informed Council regarding Tree Commission business

COUNCILMEMBER REPORTS

None.

ADMINISTRATOR'S REPORT

Colburn informed Council regarding City business. A brief discussion ensued.

ADJOURNMENT

The meeting adjourned at 8:29 p.m.

Deborah J. Cwierniewicz, City Clerk

Leon R. Clark, Mayor

04/12/2013 08:26 AM
User: TF
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON

EXP CHECK RUN DATES 04/05/2013 - 04/17/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

COUNCIL REPORT
MONDAY, APRIL 15, 2013

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
06474	CONSUMERS ENERGY		
APRIL 2013 101-448.00-926.000	ELECTRIC 3/1 - 3/31 ELECTRICITY 3/1 - 3/31	04/09/2013	8,430.14
APRIL 2013 592-555.00-920.000	ELECTRICITY 2/22 - 3/22 ELECTRICITY 2/22 - 3/22	04/12/2013	8,484.59
VENDOR TOTAL:			16,914.73
05221	MCGINTY, HITCH, HOUSEFIELD, PERSON,		
APRIL 2013 101-266.00-826.000 248-000.00-818.000	MARCH LEGAL FEES MARCH LEGAL FEES SUNDRIED SPONSOR AGREEMENT	04/12/2013	6,519.95 75.00 6,594.95
VENDOR TOTAL:			6,594.95
07096	SPEEDWAY, LLC		
APRIL 2013 661-568.00-731.000	MARCH FUEL 1904 GALLONS MARCH FUEL 1904 GALLONS	04/09/2013	6,357.86
VENDOR TOTAL:			6,357.86
TOTAL - ALL VENDORS:			29,867.54

I hereby certify that I have reviewed the above bills and expenses and to the best of my knowledge and belief, they cover expenditures of City services and materials and are within current budget appropriations.



Martin A. Colburn
City Administrator

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: April 15, 2013

Agenda Item: 8(A)

AGENDA ITEM

Motion – Farmland Development Rights Agreement Application

EXHIBITS

None.

STAFF REVIEW

City Clerk

SUMMARY STATEMENT

David and Laura Cheney have submitted a Farmland Agreement application to the Michigan Department of Agriculture (MDA) under the Farmland and Open Space Preservation Program,

The local governing body is required to provide approval or rejection of the application. As required by the MDA, a copy of the application was forwarded to the Ingham Conservation District for review. The Conservation District met Wednesday, March 27, 2013, and has no comment on the application.

The act enables a farm owner to enter into a Development Rights Agreement with the state. The agreement ensures that the land remains in agricultural use for a minimum of 10 years, and is not developed for any non-agricultural use. In return for maintaining the land in agricultural use, the landowner may be entitled to certain income tax benefits, and the land is not subject to special assessments for sanitary sewer, water, lights or non-farm drain projects.

Council approval permits the 40 acres of land cited in the application into the Farmland and Open Space Preservation Program for an initial period of 10 years. If rejected, Council must provide a statement indicating reasons for rejection of the application.

RECOMMENDED ACTION

Move to approve/reject the application of David and Laura Cheney to enter into the Development Rights Agreement to participate in the Farmland and Open Space Preservation Program with the Michigan Department of Agriculture.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY
Local Governing Body:
Date Received:
Application No:
State:
Date Received: JAN 14 2013
Application No:
Approved: Rejected:

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Cheney David B.
Last First Initial

(If more than two see #15) Cheney Laura M.
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

[X] Married [] Single

2. Mailing Address: 427 S. College Rd Mason MI 48854
Street City State Zip Code

3. Telephone Number: (Area Code) (517) 676-7930

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (517) 719-8480

5. E-mail address: pig4you@ACD.NIT

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Ingham 7. Township, City or Village: Vevey, Mason

8. Section No. 8 Town No. 2N Range No. 1W

III. Legal Information:

- 9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? [] Yes [X] No
If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? [X] Yes [] No
If owned by the applicant, are the mineral rights leased? [] Yes [X] No
Indicate who owns or is leasing rights if other than the applicant: N/A
Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: [] Yes [X] No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract [] Yes [X] No: If "Yes", indicate vendor (seller):
Name:
Address: Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following - please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation Limited Liability Company Partnership
- Estate Trust Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Laura M. Cheney Title: Wife

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

- a. 40 acres or more \longrightarrow complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres \longrightarrow complete only Sections 16 and 17; or
- c. a specialty farm \longrightarrow complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROP

- b. Total number of acres on this farm: 40.33
- c. Total number of acres being applied for (if different than above): 40
- d. Acreage in cultivation: 40
- e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 40
- f. All other acres (swamp, woods, etc.) .33 - Stream
- g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: 0 Barn: 0 Tool Shed: 0
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: 0 Milking Parlor: 0 Milk House: 0
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ 735.00 / 2940.00 : 40 = \$ 18.375 (per acre)

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Dil B. Cheney
(Signature of Applicant)

(Corporate Name, If Applicable)

Karina M. Cheney
(Co-owner, If Applicable)

(Signature of Corporate Officer)

(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
 County Township City Village

This application is approved, rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

<p>Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):</p> <p>COPY SENT TO:</p> <p>____ County or Regional Planning Commission</p> <p>____ Conservation District</p> <p>____ Township (if county has zoning authority)</p> <p>____ City (if land is within 3 miles of city boundary)</p> <p>____ Village (if land is within 1 mile of village boundary)</p>	<p>Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:</p> <p>____ Copy of Deed or Land Contract (most recent showing <u>current ownership</u>)</p> <p>____ Copy of most recent Tax Bill (must include <u>tax description</u> of property)</p> <p>____ Map of Farm</p> <p>____ Copy of most recent appraisal record</p> <p>____ Copy of letters from review agencies (if available)</p> <p>____ Any other applicable documents</p>
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Questions? Please call Farmland Preservation at (517) 373-3328

1177

Farm 3281 Tract 1177

W South St

Sitts Rd

Gary C Ct

Northbrook St

T6217

40.33 acres

T6218

2

T6217

3

T525

T6219

Franklin

USDA

PROGRAM PURPOSES ONLY

FARM SVC. AGENCY
INGHAM-LIVINGSTON
521 N. OKEMOS ST.
MASON, MI 48854
517-676-4644

Total Cropland Acres
130.4



0 200 400 600 800 Feet

KNOW ALL PERSONS BY THESE PRESENTS: That: The E. Frieda Franklin Family Trust, by William E Sheridan aka William L Sheridan and Joan Franklin, Co- Trustees the address of which is: 3175 W Sitts Rd, Mason MI 48854

convey(s) and warrant(s) to: David B Cheney and Laura M Cheney, husband and wife the address of which is: 427 College Rd, Mason, MI 48854

the following described premises situated in the City of Mason, County of Ingham, State of Michigan, to wit:

The West 1/2 of the West 1/2 of the Southwest 1/4 of Section 8, T2N, R1W, Vevay Township, Ingham County Michigan.

Commonly known as: Vacant Land Sitts Road, Mason, MI 48854

Parcel ID No.:33-19-10-08-301-001

These premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make (4) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Two Hundred Forty One Thousand Nine Hundred Eighty and 00/100 Dollars, (***\$241,980.00**) Dollars

Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any.

Dated this December 30, 2011

Signed by:

William E. Sheridan A/k/a William L. Sheridan
William E Sheridan aka William L Sheridan Co Trustee

Joan Franklin
Joan Franklin Co Trustee

State of : Michigan)
County of : Shiawassee)SS.

The foregoing instrument was acknowledged before me on 30th day of December, 2011 by The E. Frieda Franklin Family Trust by William E Sheridan aka William L Sheridan and Joan Franklin, Co- Trustees

Lori L. Edington
Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____

Lori L. Edington
Notary Public, Shiawassee County, MI
Acting in the County of Shiawassee
My Commission Expires March 11, 2015

When Recorded return to:
David B Cheney
Laura M Cheney
427 College Rd
Mason, MI 48854

Send Subsequent Tax Bills To:
Grantee

Drafted by:
William L Sheridan
3175 W Sitts Rd,
Mason MI 48854

MESSAGE TO TAXPAYER

PENALTY ADDED FEBRUARY 15TH. POSTMARKS DO NOT COUNT. CREDIT CARDS ACCEPTED ONLY ON OUR WEBSITE WWW.MASON.MI.US OR BY PHONE 800-272-9829 CODE 7038
PLEASE READ REVERSE SIDE OF STATEMENT

PAYMENT INFORMATION

This tax is due by: 02/14/2013

Pay by mail to: CITY OF MASON
ERIC E. SMITH
201 W. ASH ST. PO BOX 370
MASON, MI 48854-0370

PROPERTY INFORMATION

Property Assessed To:
CHENEY DAVID B & LAURA M
427 COLLEGE RD
MASON, MI 48854
MASON PUBLIC
Prop #: 33-19-10-08-301-001 School: 33130
Prop Addr: W SOUTH
QUALIFIED AGRICULTURAL PROPERTY EXEMPTION
Legal Description:
W 1/2 OF W 1/2 OF SW 1/4 OF SEC 8 T2NR1W CITY OF MASON 40.33 ACRES

TAX DETAIL

Taxable Value: 39,179 RES-VACANT
State Equalized Value: 105,500 Class: 402
PRE/MBT %: 100.0000
Mort Code:

Taxes are based upon Taxable Value.
1 mill equals \$1.00 per \$1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
COUNTY	3.8121	149.35
LIBRARY	1.5600	61.11
MPS SINKING 2007	1.0000	39.17
MPS DEBT 2004	3.8500	150.83
WILLOW CRK DRAIN	0.0000	208.99

PAID
DEC 27 2012
CITY OF MASON

Total Tax 10.22210 609.45
Administration Fee 6.09

DECEMBER AMOUNT DUE 615.54

JULY AMOUNT DUE 0.00

TOTAL AMOUNT DUE 615.54

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/01/12 - 12/31/12
Twn/Cty: 07/01/12 - 06/30/13
School: 07/01/12 - 06/30/13
State: 10/01/12 - 09/30/13
Does NOT affect when the tax is due or its amount

Please detach along perforation. Keep the top portion.

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: April 15, 2013

Agenda Item: 8(B)

AGENDA ITEM

Motion – Agreement for Exchange of Services between the City of Mason and Bruce Johnston

EXHIBITS

None.

STAFF REVIEW

Administration

SUMMARY STATEMENT

Bruce Johnston was employed by Ingham County Housing Commission for 32 years and retired from that position on September 28, 2012 and has worked on matching grants for downtown lofts and a neighborhood stabilization program on behalf of the City. After retirement from the County, Mr. Johnston is pursuing a private career working on support of local governments as a partner of Revitalize LLC and will need office space.

Revitalize LLC is a consulting firm which specializes in grant writing, community development, housing endeavors with special purpose needs, community based public service projects, consulting for the purpose of finding funds through government funding and funding through foundations and endowments.

The City recognizes a community need for the professional services offered by Revitalize LLC and agrees to:

- a. Provide a furnished office space;
- b. Allow use of the City Training Room and Community Room upon request and with proper scheduling for non-profit purposes. In the event either of the rooms are used in a for-profit purpose, the normal rental rates will apply.
- c. Provide all utilities to the premises, excluding telephone services.

In return, Revitalize LLC will:

- a. Promote and represent the City of Mason in community re-development and economic development activities at every reasonable opportunity.
- b. Serve as a consultant for grant writing, funding, planning, and any other endeavors that fall within their area of expertise.
- c. Spend at least five (5) hours per week on the services listed above.

RECOMMENDED ACTION

Move to authorize the City Administrator to sign the Agreement for Exchange of Services

AGREEMENT FOR EXCHANGE OF SERVICES

THIS AGREEMENT made this 4th day of March, 2013 by and between REVITALIZE, LLC, (hereinafter the "Renter") and the CITY OF MASON, a Michigan municipal corporation, with its principal offices located at 201 West Ash Street, Mason, Michigan 48854, (hereinafter the "City").

WHEREAS, Bruce Johnston was employed by Ingham County Housing Commission for 32 years and retired from that position on September 28, 2012 and has worked on matching grants for downtown lofts and a neighborhood stabilization program on behalf of the City; and,

WHEREAS, after retirement from the County Mr. Johnston intends to pursue a private career working on support of local governments as a partner of Revitalize LLC and will need office space; and,

WHEREAS, the primary focus of Revitalize LLC is on housing and economic redevelopment, neighborhood stabilization, repurposing properties, land bank endeavors, and consulting with the Downtown Development Authority on facades, streetscapes and other improvements; and,

WHEREAS, Revitalize LLC is a consulting firm which specializes in grant writing, community development, housing endeavors with special purpose needs, community based public service projects, consulting for the purpose of finding funds through government funding and funding through foundations and endowments; and,

WHEREAS, the City recognizes a community need for the professional services offered by Revitalize LLC; and,

NOW THEREFORE, in consideration the mutual covenants and undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. Services Provided by Service Agency

- a. Revitalize LLC will promote and represent the City of Mason in community re-development and economic development activities at every reasonable opportunity.
- b. Revitalize LLC will serve as a consultant for grant writing, funding, planning, and any other endeavors that fall within their area of expertise.
- c. Revitalize LLC will spend at least five (5) hours per week on the services listed above.

2. Compensation and Method of Payment.

- a. In consideration for the services provided herein, the City shall provide office space, office furniture, wireless internet connectivity, use of the copier/scanner (and its paper), use of the City mail machine. Copier/scanner and mail expenses shall be reimbursed to the City. The office space shall be chosen by the City.
- b. Revitalize LLC shall have use of the City Training Room and Community Room upon request and with proper scheduling for non-profit purposes. In the event either of the rooms are used in a for-profit purpose, the normal rental rates will apply. Revitalize LLC is responsible for all set-up for events and agrees to clean the facility if necessary and to return the facility in the same condition as it was prior to using the facility. No alcoholic beverages shall be served or consumed on city property.
- c. City will provide all utilities to the premises. City will not be liable should utility services be interrupted. Renter will not place a load on the electrical circuits or on the floors in excess of what they are designed to carry. Telephone services are not provided.

3. Assignability. The Renter shall not assign or transfer any interest in this Agreement or its obligations for the provisions of services rendered or received under this Agreement without the prior written permission of the Mason City Council. Services provided to the City by Revitalize, as specified herein, if provided by any person other than Bruce Johnston shall be deemed an assignment or transfer of interest.

4. Non-Discrimination. Renter shall maintain the highest ethical relationship with its customers, employees, suppliers, and competitors. In maintaining such relationships, renter will not discriminate in any of its activities on the basis of religion, race, color, national origin, age, handicap, sex, height, weight, marital status, sexual orientation, student status, or because of the use of an individual of adaptive devices or aids. This agreement includes the applicable sections of the Michigan Handicappers Civil Rights Act, 1976 PA 200 and the Elliott-Larsen Civil Rights Act, 1976 PA 453 and Mason City Council Resolutions 1989-40 and 2005-20. A breach of this covenant may be regarded by the City as a material breach of this agreement and grounds for immediate termination.

5. Use of Premises. Renter shall not use the premises for any purpose or in any manner in violation of any law, ordinance, rule or regulation, adopted or imposed by any federal, state, county, or municipal body, or other governmental agency.

- a. The Renter shall not deface or injure the premises or the building; make any alterations, additions, or improvements to said premises; attach or exhibit any

sign, display, lettering, or advertising matter of any kind on the exterior of the building. Renter may display directional signage as approved in writing by City administration. Renter shall not hang items on office walls without written consent. Renter may display temporary directional signage for special events, which should be removed immediately after said event. Approval for directional signage will not be unreasonably withheld.

- b. Renter shall not permit anything to be done on the premises tending to create a nuisance or to disturb other tenants in the building, or permit any activity in the building which will result in an increase of any premium for insurance on the premises or the building unless the increase in premium is paid for by the Renter.
- c. There are fixtures owned by the City located within the building on the commencement of the agreement including a desk with hutch, office chair, and guest chair with the Renter may use during the term of this agreement. Also the tables and chairs and equipment in the Community room and Training Room. The Renter takes such fixtures "as is" and will be responsible for reasonable and proper care, repair, and maintenance of such and will return to the City in good operable condition at the termination of this agreement, subject to ordinary wear and tear. All fixtures and equipment shall remain upon and be surrendered with the premises at the termination of this agreement.
- d. City shall provide and pay for regular janitorial service to maintain the premises and the general common areas in a neat and clean condition. Renter will be responsible for all housekeeping and sanitation with respect to food and beverage preparation, storage, and serving, cleaning tabletops, table areas, and kitchen areas as stated in the rental agreements of the Community Room and Training Room upon use of those areas. A rental agreement will be signed for the use of those rooms.
- e. City will provide Renter with an electronic key fob to allow entrance to necessary areas of the building both during business hours and after hours, as needed. An office key will be provided.
- f. Upon termination of agreement, Renter shall restore any damage caused to the premises to a like condition as of the date of commencement of this agreement. Any work performed by Renter or Renter's agents shall be done in a like manner to the surrounding offices and in compliance with all applicable laws, ordinances, and regulations.

6. Status and Relationship with the Parties

- a. The Renter shall maintain regular communications with the City when reasonably requested by the City, for consideration of matters related to this Agreement.

b. It is expressly understood and agreed that the Renter is an independent contractor. The employees and agents of the Renter shall in no way be deemed to be and shall not hold themselves out as employees, or agents of the City. The Renter shall be solely responsible with respect to its employees for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, state and local governments. The Renter shall carry worker's compensation and unemployment coverage for its employees as is required by law.

7. Finance and Inspections. The Renter shall make available to the Mason City Administrator all documents and records as are reasonably necessary for the City to insure that the Renter has and is meeting its obligations to the City under this Agreement.

8. Access to Premises. City may enter the premises at any time in the event of an emergency to prevent loss or destruction of the premises. Otherwise, City may enter the premises at all reasonable hours, provided the entry does not interfere with the operation and conduct of the Renter's business.

9. Rules and Regulations. City reserves the right to adopt from time to time such rules and regulations for the operation of the building and control of the common areas as are customary for buildings of this character and are not inconsistent with the provisions of this agreement and which shall apply to all tenants of the building.

10. Waiver. The failure of the City to insist upon strict performance of any of the terms, covenants, conditions, of this agreement shall not be deemed a waiver of any subsequent breach of default in the terms, covenants, and conditions of this agreement. This agreement may not be changed, modified, or discharged orally but only in writing executed by the parties hereto.

11. Indemnification and Hold Harmless. The Renter shall at its sole expense, indemnify, defend, and hold harmless the City, its elected and appointed officers, employees, agents, and attorneys from all claims, liabilities, damages, suits, administrative proceedings, court costs, costs of defense, and reasonable attorney fees resulting from any act or omission of the Renter, and its officers, employees, agents, attorneys, or contractors. Notwithstanding the foregoing, each party releases the other party (including employees and agents) from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies which the releaser carries with respect to the premises or the building or any interest or property therein or thereon (whether or not such insurance is required to be carried under this agreement) but only to the extent that such loss is covered and collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releaser to recover thereunder. Each party agrees that its insurance policies will include such a provision so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the party for

whose benefit the clause or endorsement is obtained shall pay such extra cost. If extra costs shall be chargeable therefore, each party shall advise the other thereof of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

12. Insurance. The City, Renter, and all parties claiming under them mutually waive any and all right to recovery against each other for any loss covered by insurance occurring to the property or covered by insurance in connection with property on or activities conducted on the premises, regardless of the cause of the damage or loss, and each insurance policy shall contain an endorsement recognizing this mutual release and waiving all rights of subrogation which would otherwise accrue to the insurers.

Renter will carry its own insurance on contents of the premises including fixtures and equipment. Renter shall also at its own cost and expense obtain and keep in force a policy of public liability insurance covering the premises, naming the City as additional insured with a limit of not less than \$1,000,000.00 dollars. Renter will provide City with Certificates acceptable to the City indicating that a policy is issued and remains in effect and the City shall be notified by the insurer in writing at least 30 days prior to cancellation of, any material change in, or renewal of the policy.

Renter will obtain and keep in force during the entire term of this agreement workers' disability compensation insurance with the coverages and limits as required by statute. Renter will provide City with Certificates acceptable to the City indicating that a policy is issued and remains in effect and the City shall be notified by the insurer in writing at least 30 days prior to cancellation of, any material change in, or renewal of the policy.

In the event that Renter fails to maintain the insurance policies required by this agreement or do any act or conduct any activity on the premises which would cause the City's property insurance to be canceled or excessively rated, the City shall have the right to terminate this agreement without further notice.

13. Reversion of Assets Resulting from Contract. In the event of any legal dissolution during the term of this Agreement of the corporate organization of the Renter, any of its assets that are acquired as a result of this Agreement shall not escheat to the State of Michigan, but shall revert to the City of Mason.

14. Term of Agreement. The term of this Agreement shall be for one year from the date of the signatures of both parties. The Agreement shall be renewable annually.

15. Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or be binding upon the parties hereto. However, if any provisions of this Agreement are held to be invalid, the remainder of this Agreement shall be effective thereby, except where the validity of the provision will result in the illegality and or unenforceability of this entire Agreement.

IN WITNESS WHEREOF, THE CITY AND THE RENTER have executed this Agreement by their respective authorized officers as of the date first written.

CITY OF MASON

By _____
Leon R. Clark, Mayor

Date _____

By _____
Martin A. Colburn, City Administrator

Date _____

REVITALIZE, LLC

By _____
Bruce Johnston

Date _____

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: April 20, 2009

Agenda Item: 8(C)

AGENDA ITEM

Mayoral Proclamation – Arbor Day

EXHIBITS

- Arbor Day Foundation – Letter of Congratulations – John Rosenow
- Arbor Day Foundation – Press Release – Mason Named Tree City USA
- Arbor Day Celebration Invitation
- Arbor Day Flyer

STAFF REVIEW

City Clerk

SUMMARY STATEMENT

The City of Mason has been named a Tree City USA by The National Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service. It is the 22nd year Mason has received this national recognition. The City of Mason has made a commitment to further the health and welfare of the community forestry program by becoming a Tree City USA. The Tree City USA program is sponsored by The National Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters. To maintain “Tree City” status, four of the six category standards set by the Foundation must be met each year. Officially recognizing Arbor Day meets one of the criteria. Arbor Day is observed the fourth Friday in April each year.

The Tree Commission selected Deborah Ide as the 2013 Arbor Day honoree. Ms. Ide has chosen a Red Sunset Maple tree for placement at the Pink School House.

RECOMMENDED ACTION

No action required.

**CITY OF MASON, MICHIGAN
MAYORAL PROCLAMATION**

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

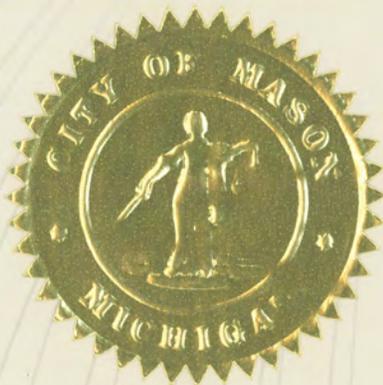
WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

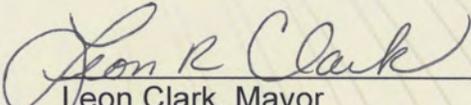
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, since 1991, the City of Mason has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways;

NOW, THEREFORE, LET IT BE KNOWN, that I, Leon Clark, Mayor of the City of Mason, do hereby proclaim **Friday, April 25, 2013**, as "**Arbor Day**" in and for the City of Mason, and do hereby urge all citizens to support efforts to care for our trees and woodlands and to support our City's community forestry program.




Leon Clark, Mayor

Presented: April 15, 2013



March 19, 2013

Mayor Leon Clark
201 W. Ash Street
Mason, MI 48854

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Mason on earning recognition as a 2012 Tree City USA. Residents of Mason ought to be proud to live in a community that makes the planting and care of trees a priority.

Your community joins more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

As a result of your commitment to effective urban forest management, you already know that trees are vital to the public infrastructure of cities and towns throughout the country, providing numerous environmental, social and economic benefits. In fact, trees are the one piece of community infrastructure that actually increases in value over time.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public. If you wish to receive an electronic version of the release, please email Sean Barry, Director of Media Relations at sbarry@arborday.org and we will reply with a copy within one business day.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to Kevin Sayers in your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Mason and thank you for helping to create a healthier planet for all of us.

Best Regards,

A handwritten signature in cursive script that reads "John Rosenow".

John Rosenow
Chief Executive

cc: Sam Bibler

enclosure

For more information, contact:
Sean Barry, 402-473-9563
sbarry@arborday.org



FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Mason Tree City USA

Mason, MI was named a 2012 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management. This is the 22nd year Mason has earned the national designation.

Mason achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

"Everyone benefits when elected officials, volunteers and committed citizens in communities like Mason make smart investments in urban forests," said John Rosenow, founder and chief executive of the Arbor Day Foundation. "Trees bring shade to our homes and beauty to our neighborhoods, along with numerous economic, social and environmental benefits."

Cleaner air, improved storm water management, energy savings and increased property values and commercial activity are among the benefits enjoyed by Tree City USA communities.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a nonprofit conservation and education organization of one million members, with the mission to inspire people to plant, nurture and celebrate trees. More information on the Foundation and its programs can be found at arborday.org, or by visiting us on [Facebook](#), [Twitter](#) or our [blog](#).

**CITY OF MASON
2013 ARBOR DAY**

**PLEASE JOIN US AT
THE PINK SCHOOL HOUSE
AS WE CELEBRATE**

**THE 2013 ARBOR DAY HONOREE
*DEBORAH IDE***

**FRIDAY, APRIL 26, 2013
12:00 NOON**



*“Other holidays repose
upon the past;
Arbor Day proposes for
the future.”*

*J. Sterling Morton
Arbor Day Founder*



History of Arbor Day
Tree Commission

Tribute to the Honoree
Tree Commission

Arbor Day Proclamation
Leon Clark, Mayor

TREE COMMISSION

Melvin Brown
James Duthie
Jane Eckhardt
Elaine Ferris
Brenda Hershberger

**A Sunset Maple Tree will be
planted in honor of**

Deborah Ide

***The 2013 Arbor Day
Honoree***

**CITY OF MASON
2013 ARBOR DAY**

**PLEASE JOIN US AT
THE PINK SCHOOL HOUSE
AS WE CELEBRATE**

**THE 2013 ARBOR DAY HONOREE
*DEBORAH IDE***

**A MAPLE TREE WILL BE PLANTED IN
HER HONOR ON
FRIDAY, APRIL 26, 2013
12:00 NOON**

History of Arbor Day
Tree Commission

Tribute to the Honoree
Tree Commission

Arbor Day Proclamation
Leon Clark, Mayor

**OPEN HOUSE & RECEPTION IMMEDIATELY
FOLLOWING AT THE PINK SCHOOL HOUSE**

**ARBOR DAY SEEDLINGS WILL BE AVAILABLE
ON A FIRST-COME, FIRST-SERVE BASIS**

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: April 15, 2013

Agenda Item: 8(D)

AGENDA ITEM

Discussion – American Legion Statue Placement

EXHIBITS

None.

STAFF REVIEW

City Council

SUMMARY STATEMENT

Per request of City Council, placement of the American Legion statues will be discussed.

RECOMMENDED ACTION

No action required.

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2013 (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
000.00		164,635.00	1,685.48	0.00	162,949.52	1.02
215.00	CLERK	0.00	142.82	0.00	(142.82)	100.00
254.00	TREASURER/FINANCE	4,787,985.00	4,283,426.59	172,355.56	504,558.41	89.46
262.00	ELECTIONS	0.00	5,791.73	0.00	(5,791.73)	100.00
271.00	FORESTRY	29,770.00	29,870.00	0.00	(100.00)	100.34
276.00	CEMETERY	40,750.00	28,992.50	4,861.50	11,757.50	71.15
301.00	POLICE DEPARTMENT	116,115.00	56,918.95	4,178.96	59,196.05	49.02
336.00	FIRE DEPARTMENT	148,555.00	115,000.18	380.00	33,554.82	77.41
528.00	REFUSE COLLECTION	331,755.00	333,386.18	(269.72)	(1,631.18)	100.49
747.00	COMMUNITY GARDEN	250.00	400.00	400.00	(150.00)	160.00
751.00	RECREATION	11,000.00	3,805.00	450.00	7,195.00	34.59
775.00	SENIOR CITIZENS	4,000.00	4,000.00	4,000.00	0.00	100.00
850.00	WORKERS COMPENSATION	55,100.00	36,756.74	6,916.74	18,343.26	66.71
TOTAL Revenues		5,689,915.00	4,900,176.17	193,273.04	789,738.83	86.12
Expenditures						
101.00	COUNCIL	44,305.00	25,786.04	3,006.06	18,518.96	58.20
172.00	ADMINISTRATOR	240,240.00	189,651.72	13,670.84	50,588.28	78.94
209.00	ASSESSING	47,185.00	36,411.35	6,301.50	10,773.65	77.17
247.00	BOARD OF REVIEW	650.00	690.00	540.00	(40.00)	106.15
254.00	TREASURER/FINANCE	475,615.00	379,626.76	28,994.67	95,988.24	79.82
260.00	TECHNOLOGY	48,565.00	32,785.66	1,190.04	15,779.34	67.51
262.00	ELECTIONS	135,590.00	95,302.41	7,688.69	40,287.59	70.29
265.00	BUILDING OFFICIAL/CITY HALL	145,710.00	112,368.56	12,367.02	33,341.44	77.12
266.00	LEGAL/ATTORNEY	70,000.00	66,013.29	9,973.97	3,986.71	94.30
268.00	PARK STREET PROPERTY	41,985.00	0.00	0.00	41,985.00	0.00
269.00	PROPERTY	430,595.00	432,862.02	129,577.19	(2,267.02)	100.53
271.00	FORESTRY	67,705.00	50,317.10	23,195.85	17,387.90	74.32
272.00	ADMINISTRATIVE SERVICES	233,895.00	187,088.26	7,132.03	46,806.74	79.99
276.00	CEMETERY	146,525.00	108,972.31	7,935.87	37,552.69	74.37
305.00	POLICE ADMINISTRATION	337,945.00	246,546.90	24,319.45	91,398.10	72.95
315.00	CROSSING GUARDS	33,595.00	20,934.53	2,145.11	12,660.47	62.31
316.00	POLICE PATROLLING	1,016,720.00	788,989.93	60,142.56	227,730.07	77.60
336.00	FIRE DEPARTMENT	429,785.00	366,220.93	23,222.77	63,564.07	85.21
380.00	PLANNING/ZONING OFFICIAL	120,000.00	87,288.56	8,568.44	32,711.44	72.74
426.00	CIVIL DEFENSE	8,100.00	100.38	0.00	7,999.62	1.24
428.00	DISASTER ACCOUNT	100.00	0.00	0.00	100.00	0.00
441.00	PUBLIC SERVICES	6,400.00	4,334.08	262.33	2,065.92	67.72
447.00	ENGINEERING	285.00	285.00	0.00	0.00	100.00
448.00	STREET LIGHTING	134,985.00	77,539.21	8,533.44	57,445.79	57.44
528.00	REFUSE COLLECTION	331,235.00	252,653.19	26,548.64	78,581.81	76.28
747.00	COMMUNITY GARDEN	250.00	421.12	0.56	(171.12)	168.45
756.00	PARKS AND BALL DIAMONDS	142,610.00	97,399.36	2,992.93	45,210.64	68.30
775.00	SENIOR CITIZENS	8,010.00	5,335.00	125.00	2,675.00	66.60
790.00	LIBRARY	8,045.00	5,783.95	0.00	2,261.05	71.89
806.00	CHRISTMAS DECORATIONS	4,505.00	5,283.78	0.00	(778.78)	117.29
807.00	CABLE COMMISSION	4,300.00	2,952.50	15.00	1,347.50	68.66
808.00	PLANNING COMMISSION	1,385.00	1,049.71	95.43	335.29	75.79
850.00	WORKERS COMPENSATION	55,100.00	39,382.00	9,542.00	15,718.00	71.47
855.00	RETIREE BENEFITS	101,200.00	67,406.05	6,534.26	33,793.95	66.61
890.00	CONTINGENCIES	56,590.00	495.00	0.00	56,095.00	0.87
999.00	SURPLUS	760,205.00	0.00	0.00	760,205.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 101 - GENERAL FUND								
Expenditures								
TOTAL Expenditures		5,689,915.00	3,788,276.66	424,621.65	1,901,638.34	66.58		
Fund 101:								
TOTAL REVENUES		5,689,915.00	4,900,176.17	193,273.04	789,738.83	86.12		
TOTAL EXPENDITURES		5,689,915.00	3,788,276.66	424,621.65	1,901,638.34	66.58		
NET OF REVENUES & EXPENDITURES		0.00	1,111,899.51	(231,348.61)	(1,111,899.51)	100.00		

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 202 - MAJOR STREETS FUND								
Revenues								
000.00		1,173,410.00	210,710.96	29,024.22	962,699.04	17.96		
TOTAL Revenues		1,173,410.00	210,710.96	29,024.22	962,699.04	17.96		
Expenditures								
000.00		55,980.00	185.48	0.00	55,794.52	0.33		
451.00	STREET/ROAD CONSTRUCTION	860,205.00	24,031.79	1,889.29	836,173.21	2.79		
463.00	STREET MAINTENANCE	131,260.00	89,245.52	2,577.33	42,014.48	67.99		
474.00	TRAFFIC SERVICES	24,230.00	15,250.73	1,162.84	8,979.27	62.94		
478.00	WINTER MAINTENANCE	38,255.00	27,850.68	15,744.58	10,404.32	72.80		
482.00	STREET ADMIN/GEN EXP	63,480.00	63,480.00	0.00	0.00	100.00		
TOTAL Expenditures		1,173,410.00	220,044.20	21,374.04	953,365.80	18.75		
Fund 202:								
TOTAL REVENUES		1,173,410.00	210,710.96	29,024.22	962,699.04	17.96		
TOTAL EXPENDITURES		1,173,410.00	220,044.20	21,374.04	953,365.80	18.75		
NET OF REVENUES & EXPENDITURES		0.00	(9,333.24)	7,650.18	9,333.24	100.00		

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 203 - LOCAL STREETS FUND						
Revenues						
000.00		191,380.00	76,771.44	10,010.55	114,608.56	40.11
TOTAL Revenues		<u>191,380.00</u>	<u>76,771.44</u>	<u>10,010.55</u>	<u>114,608.56</u>	<u>40.11</u>
Expenditures						
000.00		0.00	1,500.00	0.00	(1,500.00)	100.00
463.00	STREET MAINTENANCE	139,970.00	103,428.85	4,630.33	36,541.15	73.89
474.00	TRAFFIC SERVICES	8,385.00	7,668.29	5,856.53	716.71	91.45
478.00	WINTER MAINTENANCE	31,525.00	19,642.94	11,094.53	11,882.06	62.31
482.00	STREET ADMIN/GEN EXP	11,500.00	11,500.00	0.00	0.00	100.00
TOTAL Expenditures		<u>191,380.00</u>	<u>143,740.08</u>	<u>21,581.39</u>	<u>47,639.92</u>	<u>75.11</u>
Fund 203:						
TOTAL REVENUES		<u>191,380.00</u>	<u>76,771.44</u>	<u>10,010.55</u>	<u>114,608.56</u>	<u>40.11</u>
TOTAL EXPENDITURES		<u>191,380.00</u>	<u>143,740.08</u>	<u>21,581.39</u>	<u>47,639.92</u>	<u>75.11</u>
NET OF REVENUES & EXPENDITURES		0.00	(66,968.64)	(11,570.84)	66,968.64	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
000.00		123,245.00	85,061.69	39.37		38,183.31	69.02	
TOTAL Revenues		<u>123,245.00</u>	<u>85,061.69</u>	<u>39.37</u>		<u>38,183.31</u>	<u>69.02</u>	
Expenditures								
000.00		123,245.00	46,956.32	25.30		76,288.68	38.10	
TOTAL Expenditures		<u>123,245.00</u>	<u>46,956.32</u>	<u>25.30</u>		<u>76,288.68</u>	<u>38.10</u>	
Fund 248:								
TOTAL REVENUES		123,245.00	85,061.69	39.37		38,183.31	69.02	
TOTAL EXPENDITURES		<u>123,245.00</u>	<u>46,956.32</u>	<u>25.30</u>		<u>76,288.68</u>	<u>38.10</u>	
NET OF REVENUES & EXPENDITURES		0.00	38,105.37	14.07		(38,105.37)	100.00	

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 250 - LOCAL DEV. FINANCE AUTHORITY								
Revenues								
000.00		674,600.00	1,775,161.43	534.93	(1,100,561.43)	263.14		
TOTAL Revenues		<u>674,600.00</u>	<u>1,775,161.43</u>	<u>534.93</u>	<u>(1,100,561.43)</u>	<u>263.14</u>		
Expenditures								
691.00	L.D.F.A.	674,600.00	49,600.00	1,155.00	625,000.00	7.35		
TOTAL Expenditures		<u>674,600.00</u>	<u>49,600.00</u>	<u>1,155.00</u>	<u>625,000.00</u>	<u>7.35</u>		
Fund 250:								
TOTAL REVENUES		674,600.00	1,775,161.43	534.93	(1,100,561.43)	263.14		
TOTAL EXPENDITURES		<u>674,600.00</u>	<u>49,600.00</u>	<u>1,155.00</u>	<u>625,000.00</u>	<u>7.35</u>		
NET OF REVENUES & EXPENDITURES		0.00	1,725,561.43	(620.07)	(1,725,561.43)	100.00		

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL	(ABNORMAL)	MONTH 03/31/2013 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 297 - ECONOMIC DEVELOPMENT COMM.									
Revenues									
000.00		60.00		47.06		5.12		12.94	78.43
TOTAL Revenues		<u>60.00</u>		<u>47.06</u>		<u>5.12</u>		<u>12.94</u>	<u>78.43</u>
Expenditures									
000.00		60.00		0.00		0.00		60.00	0.00
TOTAL Expenditures		<u>60.00</u>		<u>0.00</u>		<u>0.00</u>		<u>60.00</u>	<u>0.00</u>
Fund 297:									
TOTAL REVENUES		60.00		47.06		5.12		12.94	78.43
TOTAL EXPENDITURES		<u>60.00</u>		<u>0.00</u>		<u>0.00</u>		<u>60.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		0.00		47.06		5.12		(47.06)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - WATER/SEWER FUND						
Revenues						
000.00		3,843,700.00	1,957,068.88	202,001.41	1,886,631.12	50.92
TOTAL Revenues		<u>3,843,700.00</u>	<u>1,957,068.88</u>	<u>202,001.41</u>	<u>1,886,631.12</u>	<u>50.92</u>
Expenditures						
545.00	WATER & SEWER ADMINISTRATION	41,335.00	29,052.28	3,080.99	12,282.72	70.28
546.00	SEWER IMPROVEMENT	43,260.00	45,958.40	45,958.40	(2,698.40)	106.24
548.00	SEWER MAINTENANCE	187,270.00	108,881.57	22,477.50	78,388.43	58.14
555.00	WASTEWATER TREATMENT PLANT	878,425.00	669,673.40	51,348.99	208,751.60	76.24
556.00	WATER MAINTENANCE	389,895.00	288,398.56	21,882.53	101,496.44	73.97
557.00	STORM SEWER PROGRAM	10,320.00	16,191.96	0.00	(5,871.96)	156.90
558.00	WATER IMPROVEMENT	759,265.00	197,351.85	2,375.39	561,913.15	25.99
559.00	WATER TREATMENT PLANT	843,195.00	735,555.78	448,138.42	107,639.22	87.23
566.00	ALLOWANCE FOR DEPRECIATION	690,735.00	0.00	0.00	690,735.00	0.00
TOTAL Expenditures		<u>3,843,700.00</u>	<u>2,091,063.80</u>	<u>595,262.22</u>	<u>1,752,636.20</u>	<u>54.40</u>
Fund 592:						
TOTAL REVENUES		3,843,700.00	1,957,068.88	202,001.41	1,886,631.12	50.92
TOTAL EXPENDITURES		<u>3,843,700.00</u>	<u>2,091,063.80</u>	<u>595,262.22</u>	<u>1,752,636.20</u>	<u>54.40</u>
NET OF REVENUES & EXPENDITURES		0.00	(133,994.92)	(393,260.81)	133,994.92	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 612 - MASON BUILDING AUTHORITY								
Revenues								
000.00		275,330.00	242,378.01	134,622.30		32,951.99		88.03
TOTAL Revenues		<u>275,330.00</u>	<u>242,378.01</u>	<u>134,622.30</u>		<u>32,951.99</u>		<u>88.03</u>
Expenditures								
000.00		275,330.00	274,826.13	208,612.50		503.87		99.82
TOTAL Expenditures		<u>275,330.00</u>	<u>274,826.13</u>	<u>208,612.50</u>		<u>503.87</u>		<u>99.82</u>
Fund 612:								
TOTAL REVENUES		275,330.00	242,378.01	134,622.30		32,951.99		88.03
TOTAL EXPENDITURES		<u>275,330.00</u>	<u>274,826.13</u>	<u>208,612.50</u>		<u>503.87</u>		<u>99.82</u>
NET OF REVENUES & EXPENDITURES		0.00	(32,448.12)	(73,990.20)		32,448.12		100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 661 - MOTOR VEHICLE POOL								
Revenues								
000.00		357,960.00	168,998.00	24,489.20		188,962.00		47.21
TOTAL Revenues		<u>357,960.00</u>	<u>168,998.00</u>	<u>24,489.20</u>		<u>188,962.00</u>		<u>47.21</u>
Expenditures								
567.00	SHOP & BLDG. MAINTENANCE	46,935.00	45,281.76	1,535.78		1,653.24		96.48
568.00	EQUIPMENT MAINTENANCE	171,615.00	115,268.66	12,655.21		56,346.34		67.17
901.00	EQUIPMENT-CAPITAL OUTLAY	139,410.00	62,427.84	3,090.30		76,982.16		44.78
TOTAL Expenditures		<u>357,960.00</u>	<u>222,978.26</u>	<u>17,281.29</u>		<u>134,981.74</u>		<u>62.29</u>
Fund 661:								
TOTAL REVENUES		357,960.00	168,998.00	24,489.20		188,962.00		47.21
TOTAL EXPENDITURES		<u>357,960.00</u>	<u>222,978.26</u>	<u>17,281.29</u>		<u>134,981.74</u>		<u>62.29</u>
NET OF REVENUES & EXPENDITURES		0.00	(53,980.26)	7,207.91		53,980.26		100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 702 - RAYNER BOND FUND							
Revenues							
000.00		30,750.00	26,852.09	4,245.53		3,897.91	87.32
TOTAL Revenues		<u>30,750.00</u>	<u>26,852.09</u>	<u>4,245.53</u>		<u>3,897.91</u>	<u>87.32</u>
Expenditures							
000.00		30,750.00	20,914.64	4,000.00		9,835.36	68.02
TOTAL Expenditures		<u>30,750.00</u>	<u>20,914.64</u>	<u>4,000.00</u>		<u>9,835.36</u>	<u>68.02</u>
Fund 702:							
TOTAL REVENUES		30,750.00	26,852.09	4,245.53		3,897.91	87.32
TOTAL EXPENDITURES		<u>30,750.00</u>	<u>20,914.64</u>	<u>4,000.00</u>		<u>9,835.36</u>	<u>68.02</u>
NET OF REVENUES & EXPENDITURES		0.00	5,937.45	245.53		(5,937.45)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 711 - CEMETERY TRUST FUND							
Revenues							
000.00		5,550.00	4,435.11	642.95		1,114.89	79.91
TOTAL Revenues		<u>5,550.00</u>	<u>4,435.11</u>	<u>642.95</u>		<u>1,114.89</u>	<u>79.91</u>
Expenditures							
000.00		5,550.00	0.00	0.00		5,550.00	0.00
TOTAL Expenditures		<u>5,550.00</u>	<u>0.00</u>	<u>0.00</u>		<u>5,550.00</u>	<u>0.00</u>
Fund 711:							
TOTAL REVENUES		5,550.00	4,435.11	642.95		1,114.89	79.91
TOTAL EXPENDITURES		<u>5,550.00</u>	<u>0.00</u>	<u>0.00</u>		<u>5,550.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		0.00	4,435.11	642.95		(4,435.11)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13	END BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	03/31/2013 NORMAL (ABNORMAL)	MONTH 03/31/2013 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 812 - SPECIAL ASSESSMENT FUND								
Revenues								
000.00		204,505.00	66,638.38	37.53	137,866.62	32.59		
TOTAL Revenues		<u>204,505.00</u>	<u>66,638.38</u>	<u>37.53</u>	<u>137,866.62</u>	<u>32.59</u>		
Expenditures								
000.00		204,505.00	194,675.12	105,826.12	9,829.88	95.19		
TOTAL Expenditures		<u>204,505.00</u>	<u>194,675.12</u>	<u>105,826.12</u>	<u>9,829.88</u>	<u>95.19</u>		
Fund 812:								
TOTAL REVENUES		204,505.00	66,638.38	37.53	137,866.62	32.59		
TOTAL EXPENDITURES		<u>204,505.00</u>	<u>194,675.12</u>	<u>105,826.12</u>	<u>9,829.88</u>	<u>95.19</u>		
NET OF REVENUES & EXPENDITURES		0.00	(128,036.74)	(105,788.59)	128,036.74	100.00		
TOTAL REVENUES - ALL FUNDS		12,570,405.00	9,553,114.22	600,081.15	3,017,290.78	76.00		
TOTAL EXPENDITURES - ALL FUNDS		<u>12,570,405.00</u>	<u>7,091,890.21</u>	<u>1,400,894.51</u>	<u>5,478,514.79</u>	<u>56.42</u>		
NET OF REVENUES & EXPENDITURES		0.00	2,461,224.01	(800,813.36)	(2,461,224.01)	100.00		

QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING 3/31/13

ACCOUNTS	CASH	GENERAL FUND INVESTMENT	DART MONEY MARKET	CUTWATER*	TOTAL PRINCIPAL INVESTED	QUARTERLY INTEREST EARNED
MSB						
Cemetery Trust	14,018.66	221,191.81		100,439.95	335,650.42	187.50
Current Tax	493.04				493.04	0.00
D.D.A.	26,924.74		146,454.30	48,758.21	222,137.25	126.16
E.D.C.	1,640.35	20,106.63			21,746.98	15.48
General Fund	1,232,254.47		719,740.96	63,310.49	2,015,305.92	1,708.90
General Fund - Checking	286,353.02				286,353.02	0.00
L.D.F.A.	241,662.03	751,030.04	1,344,206.38		2,336,898.45	1,593.39
Rayner Bond	20,890.38	251,134.94		317,184.09	589,209.41	254.01
Water & Sewer	481,268.79				481,268.79	167.83
DNB						
Capital Improvement	387.20				387.20	0.00
Local Streets	6,673.26		104,997.57	10,276.46	121,947.29	79.46
Major Streets	94,832.49		518,662.07	65,166.27	678,660.83	396.05
M.V.P	49,759.03		439,478.82	56,002.95	545,240.80	335.73
Mason Building Authority	532.04				532.04	20.88
Special Assessments	56,645.04		287,284.46	19,346.90	363,276.40	216.02
Water & Sewer	110,746.80		3,120,043.28	151,927.23	3,382,717.31	2,337.08
TOTALS INVESTED	2,625,081.34	1,243,463.42	6,680,867.84	832,412.55	11,381,825.15	7,438.49
AVERAGE INT RATE	.17%-AVG	.30%-AVG	.30%-AVG	.08%-AVG		
TERM	LIQUID	LIQUID	LIQUID	LIQUID		
MATURITY DATE	N/A	N/A	N/A	N/A		
% INVESTED	23.06%	10.92%	58.70%	7.31%	100.00%	
% IN DART	61.51%					
% IN MSB	31.18%					
% IN CUTWATER	7.31%					
	100.00%					
*(formerly MBIA)						



2512 Lansing Road
Charlotte, Michigan 48813

March 29, 2013

Martin Colburn, City Administrator
City of Mason
201 W. Ash St.
P. O. Box 370
Mason, MI 48854-0370

Dear Sir or Madam,

Keeping you informed is important to us. To this end, we wish to inform you that effective May 1, 2013, CBS Sports Network, currently located on digital channel 142 in the WOW! Digital Variety Pak, will no longer be available on our cable lineup. Unfortunately we could not reach an agreement that was determined to be fair by both CBS Sports Network and WOW!

Should you have any questions or concerns about this change, please feel free to contact me at 517-319-3150 or esesi@wideopenwest.com.

Regards,

Ed Sesi
VP/System Manager
esesi@wideopenwest.com
517.319.3150