

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, December 2, 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. Consent Agenda
 - A. Approval of Minutes
 - Regular Council Meeting: November 18, 2013
 - B. Approval of Bills
 7. Regular Business
 - A. Local Officer Compensation Commission Recommendation
 - B. Agreement between Delhi Charter Township and the City of Mason for Fire Services Within Alaiedon Township
 8. Unfinished Business
 9. New Business
 10. Correspondence
 - Letter dated Nov. 18, 2013 from Joe Dean—Resignation from Cemetery Board and LDFA
 - February 3, 2013 Joint Recognition Ceremony Honoree Form
 11. Liaison Reports
 12. Councilmember Reports
 13. Administrator's Report
 - LEAP Board of Director's Meeting
 14. Executive Session - Personnel - City Administrator's Evaluation
 15. Adjournment
-

**CITY OF MASON
REGULAR CITY COUNCIL MEETING
MINUTES OF NOVEMBER 18, 2013**

Clark called the meeting to order at 7:30 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
Absent: Councilmembers: Bruno, Naeyaert
Also present: Martin A. Colburn, City Administrator
Deborah J. Cwiertniewicz, City Clerk
Michelle Wallo, Assistant Finance Director/Treasurer
David Haywood, Zoning & Development Director
John Stressman, Chief of Police

ANNOUNCEMENTS

- Mason Community Thanksgiving Day Dinner – Mason First United Methodist Church
- Rayner Park Clean Up – Thank you to November 9, 2013 volunteers

PEOPLE FROM THE FLOOR

None.

CONSENT AGENDA

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

- A. Motion – Approval of Minutes – Regular Council Meeting: November 4, 2013
- B. Motion – Approval of Bills - \$53,268.69
- C. Motion – Request for Excused Absence – Mayor Pro Tem Robin Naeyaert
 - To excuse the absence of Mayor Pro Tem Robin Naeyaert from the November 18, 2013 City Council Meeting.

MOTION APPROVED UNANIMOUSLY

MOTION by Mulvany, second by Droscha,
to move Agenda Item No. 7(C) Discussion – Used Vehicle Sales as an Accessory Use to Auto Body Shops, to Agenda Item No. 7(A), and move the remaining agenda items accordingly.

MOTION APPROVED UNANIMOUSLY

REGULAR BUSINESS

Discussion – Used Vehicle Sales as an Accessory Use to Auto Body Shops

Discussion ensued regarding the process of amendments in accordance with city code and whether the amendment would be appropriate for all zoning districts. Haywood summarized the discussion held by the Planning Commission at its November 12, 2013, meeting.

Resolution No. 2013-50 – Resolution for Adopting MERS Defined Benefit Program

MOTION by Droscha, second by Brown,
to consider Resolution No. 2013-50 read.

MOTION APPROVED UNANIMOUSLY

Resolution No. 2013-50 was introduced by Mulvany and seconded by Ferris.

CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2013-50
Defined Benefit Plan Adoption Agreement
November 18, 2013



The Company, in participating with MERS, is participating in the state of Michigan. MERS is not a party to this agreement. The MERS Defined Benefit Plan is administered by the MERS Plan Administrator. As authorized by P.O. Box 228 in accordance with the MERS Plan Agreement, as such may be amended, subject to the terms and conditions herein.

I. Employer Name: City of Mason Municipality #: 330401
If new to MERS, please provide your municipality's fiscal year: 2013 Fiscal Year: 2013

II. Effective Date

Check one:

A. If this is the initial Adoption Agreement for this group, the effective date shall be the first day of _____, 2013.

- B. The responsibility to disclose to new hires, as existing credit prior to the initial MERS effective date by each eligible participant shall be retained as follows:
 - No prior service from date of hire
 - Prior service proportional to assets transferred; all service credit for vesting
 - Prior service and vesting service proportional to assets transferred
 - No prior service but grant vesting credit
 - No prior service or vesting credit
- C. If this new hire is an eligible member for purposes of determining contributions (Pension administration), the attached transfer rules apply.

B. If this is an amendment of an existing Adoption Agreement (Defined Benefit Plan member number _____), the effective date will be the first day of _____, 2013. Please note: You only need to make changes to your plan through the member's 3d Plan Agreement.

C. If this is a temporary benefit transfer (2-6 months), the effective date of this temporary benefit will be _____, 2013. Please note: You only need to make changes to your plan through the member's 3d Plan Agreement.

D. If this is to re-engage employees from an existing Defined Benefit Plan (member number _____), the effective date shall be the first day of _____, 2013.

Defined Benefit Plan Adoption Agreement

II. Eligible Employees

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee involvement forms must be submitted to MERS. The following groups of employees are eligible to participate:

Current MERS Plan Members After July 1, 2013
New hires from _____, effective _____

- Employees will be in this division.
- These employees are (check one or both):
 - in a collective bargaining or if both cover page, retirement section, signature page
 - subject to the same personnel policy

To receive one month of service credit (check one):
 An employee shall work 10 _____ hour days.
 An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet the criteria must be reported to MERS. If you change your status day of work reference to the most appropriate. Changes reference only apply to a work year based on the previous year.

To further define eligibility, check all that apply:
 Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employee will not report or accrue service time for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ months.
 Temporary employees in a position normally requiring less than a full 12 months of work in the position may be excluded from membership. These employees shall be notified in writing by the participating municipality that they are excluded from membership within 30 business days of date of hire or re-employment of the Agreement. The temporary exclusion period will be _____ months.

III. Provisions
Effective Date: December 31, 2013

1. This Adoption Agreement will be retroactively implemented with a current adjusted valuation certified by a MERS actuary to all active participants.
2. Notwithstanding to MERS actuary will conduct periodic valuations to determine the employee's contribution rates. Employees are responsible for payment of said contributions if the rate, in the form set at the time that MERS determines.

Official Document - Public Information
M-1 District
Ordinance No. 195
The following Ordinance is hereby adopted by the City of Mason, Ohio, on this 18th day of November, 2013.
I, _____, Mayor of the City of Mason, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance as adopted by the City of Mason, Ohio, on this 18th day of November, 2013.
Signature of Mayor
Date: November 18, 2013
Official Document - Public Information

RESOLUTION APPROVED UNANIMOUSLY

Second Reading and Adoption — Ordinance No. 195 – An Ordinance to Amend Section 94-151 of Chapter 94 – Zoning – of the Code of the City of Mason to Amend Subsection (D) to Add a New Subsection (4) to Permit the Sale of Repaired, Used Vehicles, by Special Use Permit as an Accessory Use to a Body and Paint Shop for Automobiles and Other Vehicles

MOTION by Droscha, second by Ferris,
to consider Ordinance No. 195 read for the second time and adopted as amended.
MOTION APPROVED UNANIMOUSLY

CITY OF MASON
ORDINANCE NO. 195

AN ORDINANCE TO AMEND SECTION 94-151 OF CHAPTER 94 – ZONING – OF THE CODE OF THE CITY OF MASON TO AMEND SUBSECTION (d) TO ADD A NEW SUBSECTION (4) TO PERMIT THE SALE OF REPAIRED, USED VEHICLES, BY SPECIAL USE PERMIT AS AN ACCESSORY USE TO A BODY AND PAINT SHOP FOR AUTOMOBILES AND OTHER VEHICLES.

THE CITY OF MASON ORDAINS:

Section 94-151 of Chapter 94 of the Mason City Code is hereby amended to read as follows:

Sec. 94-151. M-1: Light manufacturing district.

- (a) Intent and purpose. It is the purpose of this district to provide opportunities for a variety of industrial activities that can be generally characterized as being of low intensity, including the absence of objectionable external affects such as noise, fumes, vibrations, odors and traffic patterns, and resulting in limited demands for additional public services. Manufacturing operations in this district are generally intended to utilize previously prepared materials as opposed to the use, alteration, or manipulation of raw materials.
- (b) Uses permitted by right.
- (1) Industrial parks.
 - (2) Research, development, and prototype manufacturing facilities and offices.
 - (3) Warehousing, grain elevators, grain storage, refrigerated storage, bulk storage of petroleum products, and general storage.
 - (4) Local and regional transit and passenger transportation facilities, and trucking terminals, maintenance and service facilities.
 - (5) Laundry services.
 - (6) The manufacturing, compounding, processing or treatment of such products as bakery goods, candy, cosmetics, dairy products, and food products.
 - (7) Assembly of merchandise such as electrical appliances, and electronic or precision instruments.
 - (8) Printing, lithographic, blueprinting, copying, and similar uses.

- (9) Light manufacturing activity which, by the nature of the materials, equipment, and processes utilized, is to a considerable extent clean, quiet, and free from any objectionable or dangerous nuisance or hazard including any of the following goods or materials:
 - a. Furniture and fixtures.
 - b. Paper and paperboard products.
 - c. Jewelry, silverware and plated ware.
 - d. Musical instruments and parts.
 - e. Toys and sporting goods.
 - f. Signs, advertising displays and canvas products.
 - g. Office computing and accounting equipment.
 - h. Jobbing and repair machine shops.
- (10) Body and paint shops for automobiles and other vehicles.
- (c) Permitted accessory uses. Accessory uses and structures as defined in this chapter.
- (d) Uses authorized by special use permit.
 - (1) Day care facilities serving the principal uses in the M-1 district if the planning commission determines that the nature of the principal use and/or the relative location of the principal use or other uses to the day care facility does not pose any significant threat to the safety of children attending the day care facility (refer to section 94-192(8)).
 - (2) Public buildings for governmental utility or public service use, including storage yards, transformer stations, and substations (refer to section 94-192(8)).
 - (3) Communication towers and antennas (refer to section 94-173(d)).
 - (4) Sale of repaired, used vehicles, by special use permit as an accessory use (refer to section 94-151(c)) to a paint and body shop for automobiles and other vehicles (refer to section 94-151(b)(10)) which meets and complies with the following conditions and criteria.
 - a. Only the sale of vehicles which have been purchased in a state of disrepair and then repaired at the premises operated as a body and paint shop pursuant to Sec. 94-151(b)(10).
 - b. The sale of repaired vehicles shall not exceed a total sum of eighteen (18) per calendar year.
 - c. No advertising shall occur or be placed on the premises indicating the sale of used vehicles. This shall include no "for sale" signage on the vehicle itself unless such vehicle is located on the premises where it is not readily visible to the general public from any nearby roads.
 - d. No repaired vehicles shall be kept or stored at the front of the site or at any location on the site where they are reasonably visible to the general public from abutting roadways.
 - e. The owner maintain accurate records on the premises for each vehicle purchased for repair reflecting the date of purchase, purchase price, seller, a brief description of repairs accomplished, and sale price. Such records shall be made available for inspection by the zoning official upon request.
 - f. Compliance with all other provisions of these Ordinances including the requirements for a Special Use Permit as well as Sec. 94-151(e).
 - g. ~~The owner complies with any federal, state, or county ordinances or~~ requirements relative to the sale of vehicles, obtains all required licenses and/or permits and maintains them in good standing at all times.
 - h. For purposes of this subsec. 94-151(d)(4), the following definitions shall apply:
 - 1. "Vehicles" shall mean and refer to automobiles, trucks, motorcycles, and similar items.
 - 2. "State of disrepair" shall mean that the vehicle in question had such damage or necessitated repairs to its power train, chassis, other non-exterior visible items and/or body work and where the necessary repairs, at normal retail pricing would exceed twenty-five percent (25%) of the retail value of the vehicle, after repair.
- (e) Development standards. Any use of land or structures in this district shall comply with the general development standards of section 94-121(c) of this chapter.

Effective Date. Notice of this ordinance shall be published in a newspaper of general circulation in the city within 15 days after its adoption and mailed in accordance with the requirements of MCL 125.3401. This ordinance shall take effect upon the expiration of 20 days after its adoption.

The foregoing Ordinance was moved for adoption by Council Member Droscha and supported by Council Member Ferris with a vote thereon being: YES (4) NO (1), at a regular meeting of the City Council held pursuant to public notice in compliance with the Michigan Open Meetings Act, on the 18th day of November, 2013.

Yes (4) Brown, Droscha, Ferris, Mulvany

No (1) Clark

Absent (2) Bruno, Naeyaert

ORDINANCE APPROVED

Motion — 2014 Tree Service Plan

Colburn stated that Express Tree Services had submitted a quote for the removal of trees and stumps, as well as 120 hours of tree trimming for 2014.

MOTION by Droscha, second by Ferris,
to approve the quote of Express Tree Services for the year 2014 in the amount of \$18,705.00.

MOTION APPROVED UNANIMOUSLY

UNFINISHED BUSINESS

None.

NEW BUSINESS

Brown commented on a newspaper article regarding the Sparrow Urgent Care facility located in Mason.

CORRESPONDENCE

Distributed.

LIAISON REPORTS

Clark informed Council regarding Downtown Development Authority business.

COUNCILMEMBER REPORTS

None.

ADMINISTRATOR'S REPORT

Colburn informed Council regarding City business. He presented a plaque to Mayor Clark and the Council from the University of Michigan, Dearborn, through their college of business, in recognition of the practices of the City of Mason and the policies established by the Council and the good works the city is doing on behalf of private industry and business.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Deborah J. Cwiertniewicz, City Clerk

Leon R. Clark, Mayor

11/27/2013 11:37 AM
User: JJ
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON
EXP CHECK RUN DATES 11/20/2013 - 12/03/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
COUNCIL REPORT
MONDAY, DECEMBER 2, 2013

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
05016	GRANGER		
NOV 2013 101-528.00-818.000	NOVEMBER REFUSE #2282 CUSTOMERS NOVEMBER REFUSE #2282 CUSTOMERS	12/01/2013	27,132.98
		VENDOR TOTAL:	27,132.98
06205	KEMIRA WATER SOLUTIONS		
9017364368 592-555.00-757.000	9.58 DRY TONS FERRIC CHLORIDE 9.58 DRY TONS FERRIC CHLORIDE	12/01/2013	5,050.00
		VENDOR TOTAL:	5,050.00
06480	MICHIGAN MUNICIPAL RISK		
M0001051 101-272.00-910.000	3RD PAYMENT GENERAL FUND 3RD PAYMENT GENERAL FUND	12/01/2013	21,810.00
		VENDOR TOTAL:	21,810.00
05242	MICHIGAN STATE OF		
AP 362058 202-451.00-970.211	W COLUMBIA PAY #2 & LOCAL SHARE W COLUMBIA PAY #2 & LOCAL SHARE	12/01/2013	13,730.57
		VENDOR TOTAL:	13,730.57
07550	RIETH-RILEY CONSTRUCTION CO INC		
PAY #3 101-276.00-985.000	2013 CEMETERY ~ DUTCH LANE LOOP 2013 CEMETERY ~ DUTCH LANE LOOP	12/01/2013	39,496.54
		VENDOR TOTAL:	39,496.54
07722	ROBIN DALE ENTERPRISES, LLC		
13-J257A 592-558.00-970.017 592-558.00-970.017	DYNAMITE WELL #9,CLEAN OUT DEBRIS,VIDEO WELL DYNAMITE WELL #9 & CLEAN OUT DEBRIS VIDEO WELL #9	12/01/2013	18,000.00 1,600.00 19,600.00
		VENDOR TOTAL:	19,600.00
07096	SPEEDWAY, LLC		
DEC 2013 661-568.00-731.000	NOV FUEL 1988.7 GALLONS NOVEMBER FUEL 1988.7 GALLONS	12/01/2013	5,786.86
		VENDOR TOTAL:	5,786.86

11/27/2013 11:37 AM
User: JJ
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON
EXP CHECK RUN DATES 11/20/2013 - 12/03/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
COUNCIL REPORT
MONDAY, DECEMBER 2, 2013

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
05363	WOLVERINE ENGINEERS INC		
20130335 202-451.00-970.211	WEST COLUMBIA ENGINEERING - AUGUST 2013 WEST COLUMBIA ENGINEERING - AUGUST 2013	12/01/2013	50,202.30
20130514 202-451.00-970.211	2013 LOCAL STREETS CONSTRUCTION OBSERVATION 2013 LOCAL STREETS CONSTRUCTION OBSERVE	12/01/2013	15,635.00
20130534 202-451.00-970.211	WEST COLUMBIA ENGINEERING - NOVEMBER 2013 WEST COLUMBIA ENGINEERING - NOV 2013	12/01/2013	21,637.53
VENDOR TOTAL:			87,474.83
TOTAL - ALL VENDORS:			220,081.78

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: December 2, 2013

Agenda Item: 7 (A)

AGENDA ITEM

Motion— Local Officer Compensation Commission Recommendation

EXHIBITS

None

STAFF REVIEW

Administration

SUMMARY STATEMENT

The Local Officer Compensation Commission (LOCC) met on November 7, 2013 to discuss the compensation of City Council members and the Mayor. The LOCC reviewed comparative regional communities and Chairman Doug Crips will present their findings and recommendation.

It is their unanimous recommendation that compensation for both the City Council members and the Mayor be increased by \$10 per meeting, to \$60 and \$70 respectively.

RECOMMENDED ACTION

Council's discretion.

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: December 2, 2013

Agenda Item: 7 (B)

AGENDA ITEM

Motion—Agreement between Delhi Charter Township and the City of Mason for fire services within a certain area of Alaiedon Township

EXHIBITS

Fire Services Agreement

STAFF REVIEW

Administration/Fire Department

SUMMARY STATEMENT

The Charter Township of Delhi provides contract fire protection to Alaiedon Township. In order to provide the best delivery of services, Delhi Township has requested the City of Mason and Meridian Township provide primary fire response and services on behalf of Delhi to certain areas within Alaiedon Township.

Due to physical distances, response times of neighboring department and demands within Delhi Township, we have been requested to service a southern tier of Alaiedon Township. The service Agreement would include Mason Fire Department responding on fire protection and rescue service calls. This Agreement is not inclusive of any EMS service, fire code inspection, enforcement activities, or plan reviews. Currently, Mason Fire Department responds to these areas per our Mutual Aid Agreements at no charge.

The formula utilized for the standing fee is based on average amount of calls within the service area, that being thirty-one (31) calls out of 187 total over a three year period within the entire township. The annual stand-by fee is \$4,379.53. This Service Agreement charges a fire run call base fee of ~~\$600.00 for the first hour and \$400 per hour for each hour thereafter.~~

Coordination between departments and Fire Chiefs with the 911 Center are required for implementation of fire service calls. This is an annual agreement with a 60-day termination clause.

Appendix A of the Agreement details a service map designating:

- Area 1: Meridian Fire Department
- Area 2: Delhi Fire Department
- Area 3: Mason Fire Department

RECOMMENDED ACTION

Move to approve Delhi Charter Township Fire Services Agreement and Authorize City Administrator Martin Colburn and Fire Chief Kerry Minshall for signature authority.

**AGREEMENT BETWEEN
DELHI CHARTER TOWNSHIP AND THE CITY OF MASON
FOR FIRE SERVICES WITHIN A CERTAIN AREA OF
ALAIEDON TOWNSHIP**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20___, by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and the City of Mason, a Michigan municipal corporation, whose address is 201 W. Ash Street, Mason, Michigan 48854 (hereinafter referred to as "Mason").

The Charter Township of Delhi provides contract fire protection to Alaiedon Township and, in order to provide the best delivery of services, Mason hereby agrees to provide primary fire response and services on behalf of Delhi to certain areas within Alaiedon Township per the following policy.

1. **Fire Protection and Rescue Service.** All fire and rescue calls dispatched by Ingham County 911 Center in Alaiedon Township for properties located within the following described boundaries will be served by Mason. Mason will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Mason Fire Department officers. On US127, response will be provided to only those calls wherein fire or extrication is needed. This agreement shall not include any ambulance or EMS service within the boundaries of Alaiedon Township. The response area includes the following: (As described as "Area 3" in Appendix A)

Description: ***Beginning at the corner of Meridian Road and Holt Road then west to Okemos Road, then south to Harper Road, then west to College Road, then south to Howell Road, then east to Meridian, then north to the point of beginning at Holt Road. This response area includes properties on both sides of Holt Road, Okemos Road, Harper Road, and College Road, and all properties within this geographical outline. Said service area is further depicted as Area 3 on Appendix A attached hereto.***

2. **Compensation.** Compensation to Mason for each category of service shall be paid by Delhi as follows:

A. **Standby Fee.** An annual standby fee shall be paid by Delhi to Mason during the term of this Agreement in the amount of Four Thousand, Three Hundred Seventy Nine dollars and Fifty Three Cents (\$4,379.53). Payment shall be made in equal monthly installments of Three Hundred Sixty Four dollars and Ninety Six cents, commencing on the first day of January, 2014 and continuing on the first day of each month thereafter

through the end of the term of this agreement. This annual fee may be modified commencing one year from the date of this Agreement in the following manner based on the annual contract price between Delhi and Alaiedon Township.

This Standby and Administrative Fee is calculated based on the calculation sheet in Appendix B.

A party proposing to modify this annual fee may do so by giving the other written notice of such, and such modified annual fee becomes the new annual fee, unless within 60 days after receipt of such notice, the other party objects in writing to such a modified fee.

If not objected to, the modified fee shall be the new annual fee 60 days after the initial notice and shall be paid in monthly installments over the remaining term of the agreement, unless the parties agree otherwise. The modified annual fee and monthly payments shall be noted in an attached Exhibit A to the agreement, but the failure to attach or update Exhibit A shall not mean that the fee has not been modified.

B. Fire Run Charge.

1. **All Fire and Rescue Calls:** \$600 per call
2. **All Additional Hours after the 1st hour:** \$400 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call and the last apparatus returns to the fire station. Additional hours shall be measured in quarter hour increments. Run times charged will be rounded up to the nearest quarter hour.
3. **Cancelled Calls:** Calls which are cancelled prior to any unit leaving the station will not be charged.

C. Reporting / Invoicing Required

1. **Reports:** Copies of NFIRS Incident reports for all incidents which Mason covers within Alaiedon Township during any month will be provided to Delhi no later than the 5th of the following month. Reports will include the name, address and phone number of those persons who received the fire and/or rescue service.
2. **Invoice:** An invoice will be provided to Delhi along with the NFIRS copies. Invoices will indicate date, time, address, total hours and total fee due for each call.

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Permits, Inspection, and Enforcement.** Delhi shall forward a complete listing of active burning permits issued within Area 3 via daily facsimile or email to the Mason Fire Department. Mason shall not be responsible for inspections or Fire Code enforcement activities within the designated service area.

4. **Employee Protection.** Mason shall maintain all required insurance coverage pertaining to its fire fighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing fire fighting services to Alaiedon Township required herein.

5. **Fire Chief Discretion.** The level of response, the selection of the appropriate units, personnel and apparatus for response, and a determination of priorities between the City, Township and neighboring calls for cooperative fire enforcement activities under mutual aid shall be solely the responsibility of the Mason Fire Chief or the chief's designee. It is understood that the City may enter into agreements similar to this Agreement with other townships for fire protection in such townships or portions thereof and this Agreement shall not be construed to restrict or limit the authority of the City to enter into such Agreements or mutual aid agreements or to cooperate with or assist other city, county, or state fire agencies in performing any official powers or duties as authorized by law. The parties hereto agree that in the event emergencies shall arise or exist in two or more places to which the City may have contracted to render fire protection service, then and in such event the place to which the City fire department shall apply itself shall be at the sole discretion of the Fire Chief or the Chief's designee, and the City shall be relieved from all direct obligation under this Agreement to furnish fire protection to the property of the individual township, if in such discretion the said fire department shall respond and apply itself to one such emergency and not to another. The City shall, however, maintain sufficient agreements for mutual aid with other fire departments and shall call on said fire departments to respond to a call for fire protection in the Township in the event the City is unable to respond.

Neither the City nor the Department, nor its officers or employees, shall be liable to any party for failure to respond to a request for fire protection services for any reason.

6. **Governmental Immunity.** In signing this Agreement, neither governmental entity waives its governmental immunity nor any defenses available to them or their elected or appointed officers or employees under the Michigan Governmental Immunity Act, being 1964 PA 170, as amended, MCL 691.1401, *et seq*, or any other defenses which may be available to each governmental unit, its elected and appointed officers and officials, and its agents and employees.

7. **No Third-Party Rights.** Nothing in this Agreement shall create any rights,

remedies, or benefits or be construed to create or be intended to create any rights, remedies, or benefits to any person or party other than the parties to this Agreement.

8. **Non-Discrimination.** The parties agree that neither shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract which allows the non-discriminatory party to immediately terminate this agreement.

9. **Term.** This agreement shall commence at 12:01 a.m. on January 1, 2014 and shall continue until midnight December 31, 2014. This agreement may be renewed, extended or modified upon the mutual consent of both parties. In the event of renewal, the then-current annual standby and administrative fee under paragraph 2A as modified annually in the manner provided in paragraph 2A shall continue for one additional year.

10. **Termination.** Notwithstanding anything in this paragraph to the contrary, either party to this agreement may terminate it upon 60- days' written notice to the other.

11. **Parties' Authority.** The parties hereby represent that their respective signatories execute this Agreement with the requisite authority to sign and bind the parties and that each party respectively has complied in all respects with their applicable by-laws, charters, articles, and constitutions and has passed all necessary resolutions before executing this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have set their hands and seals as of the date above first written.

THE CITY OF MASON

By: _____
Martin Colburn, City Administrator

By: _____
Kerry Minshall, Fire Chief

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

And

THE CHARTER TOWNSHIP OF DELHI

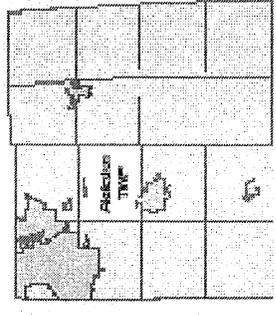
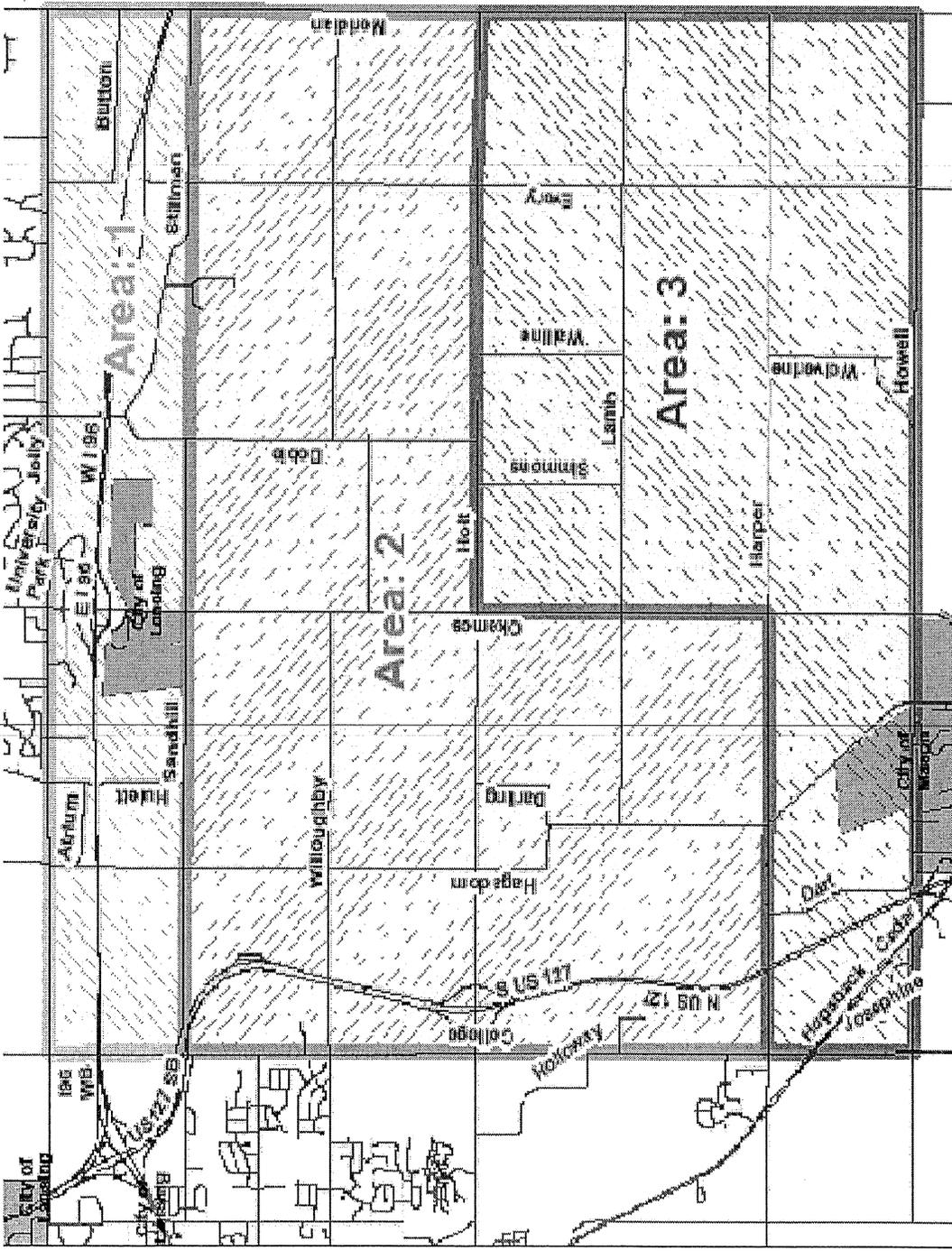
By: _____
C.J. Davis, Township Supervisor

By: _____
Evan Hope, Township Clerk

DRAFT

Appendix A

Alaiedon Response Areas



Legend

Cities

Fire Areas

- 1, Meridian Township
- 2, DeWitt Township Fire
- 3, Mason Fire

1 inch = 5,000.0 feet



This map is prepared for use as general information only. It is not intended to be used as a legal document. The City of Alaiedon is not responsible for any errors or omissions on this map. The City of Alaiedon is not responsible for any damages or losses resulting from the use of this map. The City of Alaiedon is not responsible for any claims or lawsuits resulting from the use of this map.



APPENDIX B

Calculation of Standby/Administrative Fee

Total Calls in Alaiedon Township in past 3 years – (2010, 2011, 2012) -	187
Total Calls in Proposed Mason Response Area in past 3 years -	31
% of Calls to which Mason would respond in past 3 years	16.6%
<hr/>	
Total Standby/ Administrative Fee Paid to Delhi Township by Alaiedon Township	\$31,038.50
Multiplied by % of Calls in Mason response area	x 16.6%
Equals	\$5,152.39
Minus 15% Administration fee to Delhi for reporting, etc.	\$772.86
Equals Payment to Mason per year	\$4,379.53
Payment per Month	\$364.96

November 18, 2013

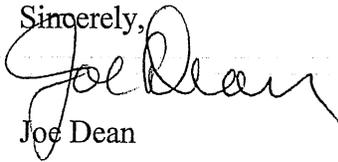
Mr. Marty Colburn, City Administrator
City of Mason
201 W. Ash Street
Mason, MI 48854

Dear Mr. Colburn:

The purpose of this letter is to notify you of my resignation from the Cemetery Board and the LDFA, effective January 1, 2014.

I have appreciated serving my community, but personal obligations and responsibilities prevent me from continuing to do so. Again, thank you for the opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Joe Dean". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Joe Dean

MASON CITY COUNCIL
MASON BOARD OF EDUCATION

JOINT RECOGNITION CEREMONY
FEBRUARY 3, 2014

HONOREE FORM

Honoree's Full Name: _____
Address: _____

Honored For:

Organization: _____

Background Information: (Please include *detailed* information as to why this person/group is being honored. (Years of service, personal accomplishments, team accomplishments, specialties, professional accomplishments, areas of expertise, etc.)

For additional information, please use back of form.

Your Name: _____

Daytime Phone: _____ Evening Phone: _____

Please submit this form on or before Monday, January 6, 2014

For Office Use Only _____ Honoree's Day: _____

City of Mason

201 W. Ash St.
P.O. Box 370
Mason, MI 48854-0370
www.mason.mi.us



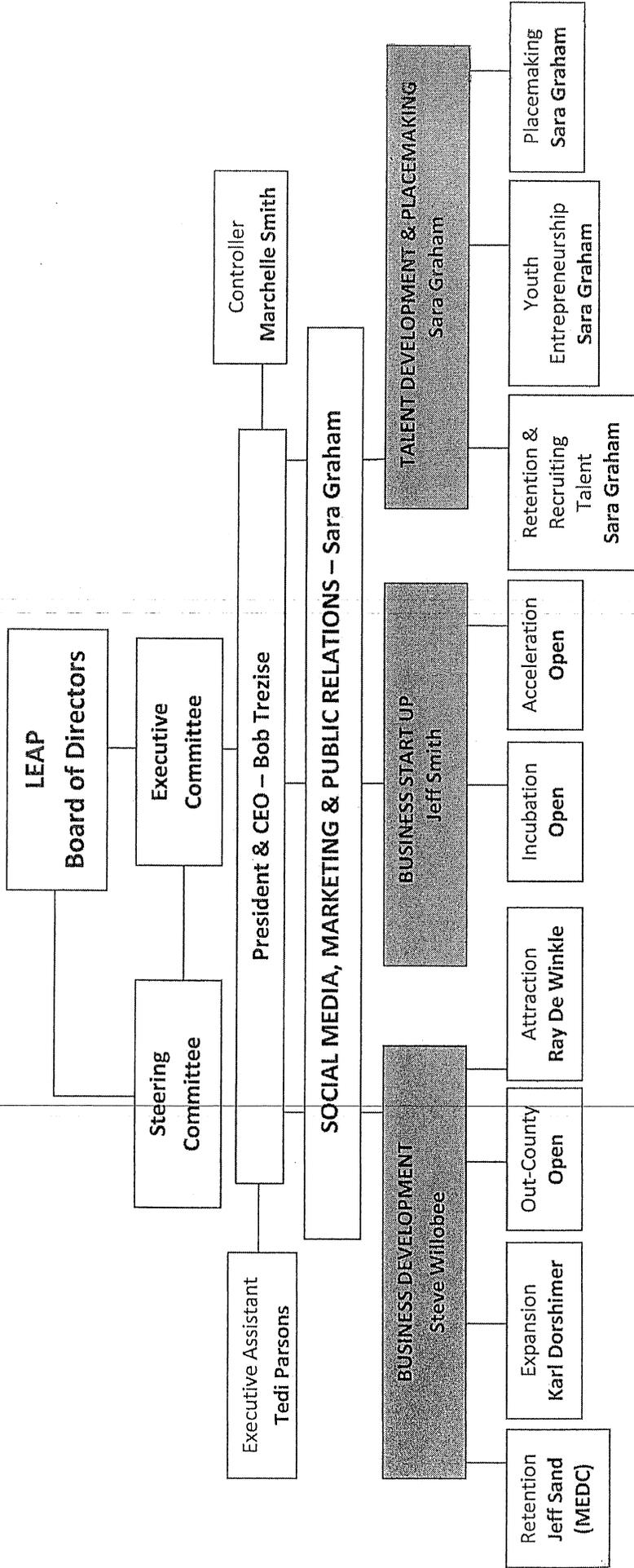
City Hall 517 676-9155
Police 517 676-2458
Fax 517 676-1330
TDD 1-800-649-3777

MEMORANDUM

TO: Honorable Mayor and Council Members
FROM: Martin Colburn, City Administrator
DATE: December 2, 2013
RE: City Administrator's Report

LEAP Board of Director's Meeting

Lansing Economic Area Partnership (LEAP) will be holding its annual Board of Directors meeting on Tuesday, December 3, 2013. Mayor Clark and I will be attending this meeting, as the Keynote Speaker is Governor Rick Snyder. LEAP has had some staff changes, so inclusive of this report is an updated organizational chart, including some of their focused work groups. Mayor Clark will be providing LEAP with a Mayoral Proclamation, also included, demonstrating the City of Mason's appreciation for the \$10,000 Placemaking Grant.



Work Groups

1. Agriculture & Food Processing Development
2. Accelerator Region
3. Manufacturing & Industrial Sites Committee
4. LEDC
 - TIFA
 - LBRA
5. CIAS
 - MI Ave
 - Saginaw
 - Cedar
6. L-TREP

Work Groups

1. RIN Steering Committee
2. Regional SmartZone (LDFA)
3. Runway Fashion Sub-Committee

Work Groups

1. Placemaking Committee
2. Global Lansing
3. Youth Entrepreneurship Steering Committee

CITY OF MASON, MICHIGAN
MAYORAL PROCLAMATION

IN SUPPORT OF LANSING ECONOMIC AREA PARTNERSHIP

Whereas, the Lansing Economic Area Partnership (LEAP) established a Public Art Grant program, the first of its kind in Mid-Michigan; and

Whereas, encouraging placemaking, the City of Mason accepted the LEAP \$10,000 grant and adopted a Public Art Policy; and

Whereas, an Art Selection Committee of seven members was formed with the purpose of reviewing the artists' proposals and making a recommendation to City Council; and

Whereas, the Art Selection Committee reviewed the individual and group scores of all artists' proposals and Dace Koenigsknecht was the unanimous choice by the committee; and

Whereas, the City of Mason entered into a binding contract with Dace Koenigsknecht, commissioning him to create his artwork in stainless steel; and

Whereas, Dace Koenigsknecht successfully completed and installed his sculpture, "Silver Respite" at the trailhead of the Hayhoe Riverwalk, on time and within the \$10,000 budget and a dedication ceremony of the new sculpture was held on November 13, 2013.

Now, therefore, be it resolved that I, Leon Clark, Mayor of the City of Mason, on behalf of the Mason City Council, do hereby declare that the City of Mason has benefited from the LEAP Placemaking Grant by helping to make the "Sense of Place" in Mason as well as the great State of Michigan.

Leon Clark, Mayor

December 2, 2013