

# 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 16, 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. Public Hearing
  - A. Authorizing the City of Mason to apply for an MEDC CDBG for 124 and 140 East Ash St.
    - Resolution 2013-51 – A Resolution Authorizing the Application for a Michigan Economic Development Corporation (MEDC) Community Development Block Grant (CDBG) Designated for the Properties at 124 and 140 East Ash Street, For Removal of the “Slum and Blighted Area”
7. Consent Agenda
  - A. Approval of Minutes
    - Regular Council Meeting: December 2, 2013
  - B. Approval of Bills
  - C. Excused Absence, Councilmember Jon Droscha
8. Regular Business
  - A. Resolution 2013-38A – Approval of Application for Industrial Facilities Exemption Certificate and Industrial Facilities Exemption Agreement with Efficiency Production, Inc.
  - B. Resolution 2013-52 – Approval of Cable Franchise Agreement with Comlink
  - C. Resolution 2013-53 – Mayoral Appointments to City Boards and Commissions
  - D. Resolution 2013-54 – City Council Appointments to City Boards and Commissions
  - E. Discussion—City Hall Landscaping Proposals
9. Unfinished Business
10. New Business
11. Correspondence
  - Monthly Revenue and Expenditure Report
12. Liaison Reports
13. Councilmember Reports
14. Administrator’s Report
  - Public Administration Sustainability
  - Department of Natural Resources Recreation Passport Grant
15. Executive Session - Personnel - City Administrator’s Evaluation
16. Adjournment

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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**Meeting Date:** December 16, 2013

**Agenda Item:** 6 (A)

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### **AGENDA ITEMS**

Resolution 2013-51 – A Resolution Authorizing the Application for a Michigan Economic Development Corporation (MEDC) Community Development Block Grant (CDBG) Designated for the Properties at 124 and 140 East Ash Street, For Removal of the “Slum and Blighted Area”

### **EXHIBITS**

None

### **STAFF REVIEW**

Administration

### **SUMMARY STATEMENT**

The City of Mason is concerned about the economic viability of slum and blighted area within its corporate limits as they project a negative visual image of the community. The proposed rehabilitation of the properties at 124 and 140 East Ash Street will clearly eliminate that blight. This Resolution serves as the City of Mason’s local authorization to submit the Michigan CDBG Application, authorizing Martin Colburn, Mason City Administrator, to sign the Part II Application, all its attachments, and to sign the Grant Agreement.

### **RECOMMENDED ACTION**

Move to approve Resolution 2013-51.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2013-51**

**A RESOLUTION AUTHORIZING THE APPLICATION FOR A MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DESIGNATED FOR THE PROPERTIES AT 124 AND 140 EAST ASH STREET, FOR REMOVAL OF THE "SLUM AND BLIGHTED AREA"**

**December 16, 2013**

**WHEREAS**, the City of Mason is concerned about the economic viability of slum and blighted area within its corporate limits; and

**WHEREAS**, the slum and blighted area projects a negative visual image of the community, and the proposed project will clearly eliminate objectively determinable signs of blight and will be strictly limited to eliminating specific instances of blight (spot blight); and

**WHEREAS**, the economic, social, physical, and cultural well-being of the City is adversely affected by the conditions of this slum and blighted area as described in the Community Development Plan in Part II of the MEDC CDBG Application; and

**WHEREAS**, no project costs, including CDBG and Non-CDBG costs, will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by our CDBG Project Manager; and

**WHEREAS**, this Resolution serves as the City of Mason's local authorization to submit the Michigan CDBG Application; and

**WHEREAS**, Martin Colburn, Mason City Administrator, will be the person authorized to sign the Part II Application, all its attachments, and to sign the Grant Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the Mason City Council does hereby authorize the City of Mason to apply for an MEDC CDBG, and gives City Administrator Martin Colburn full signature authority.

Yes:

No:

**CLERK'S CERTIFICATION:** I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, December 16, 2013 the original of which is part of the City Council minutes.

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Deborah J. Cwiertniewicz, City Clerk  
City of Mason  
Ingham County, Michigan

**CITY OF MASON  
REGULAR CITY COUNCIL MEETING  
MINUTES OF DECEMBER 2, 2013**

Clark called the meeting to order at 7:30 p.m. in the Council Chambers at 201 W. Ash Street, Mason, Michigan. Naeyaert led the Pledge of Allegiance and offered the invocation.

Present: Councilmembers: Brown, Bruno, Clark, Droscha, Ferris, Mulvany, Naeyaert  
Absent: Councilmember: None  
Also present: Martin A. Colburn, City Administrator  
Deborah J. Cwiertniewicz, City Clerk  
Eric Smith, Finance Director/Treasurer  
Kerry Minshall, Fire Chief  
John Stressman, Chief of Police

**ANNOUNCEMENTS**

- Annual Pearl Harbor Remembrance Day at the Monument Site on the Court House Square – December 7, 2013
- Mason Pizza Day – Mason Public Schools Foundation – December 4, 2013
- Mason Area Chamber of Commerce Holiday Party & Member Mixer – December 5, 2013

**PEOPLE FROM THE FLOOR**

None.

**CONSENT AGENDA**

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

- A. Motion – Approval of Minutes – Regular Council Meeting: November 18, 2013
- B. Motion – Approval of Bills - \$220,081.78

**MOTION APPROVED UNANIMOUSLY**

**REGULAR BUSINESS**

**Motion – Local Officer Compensation Commission Recommendation**

Doug Cripps, Chair of the Local Officer Compensation Commission (LOCC), stated that the LOCC met on November 7, 2013 to discuss the compensation of City Council members and the Mayor. Bill Shepherd, LOCC member was also present. Mr. Cripps stated that comparative communities were reviewed, and after much discussion, their unanimous recommendation is that compensation for City Council members increase to \$60 and the Mayor be increased to \$70, an increase of \$10 per meeting respectively.

MOTION by Bruno, second by Droscha,  
to accept the LOCC recommendation to provide a \$10.00 per meeting compensation  
increase for the Mayor, \$70.00, and Council Members, \$60.00.

Yes (0)

No (7) Brown, Bruno, Clark, Droscha, Ferris, Mulvany, Naeyaert

**MOTION FAILED**

**Motion — Agreement between Delhi Charter Township and the City of Mason for Fire Services within a Certain Area of Alaiedon Township**

Minshall stated that Delhi Township has formally proposed entering into an agreement with

the City of Mason and Meridian Township for sub-contracting primary fire response and services on behalf of Delhi to certain areas within Alaiedon Township; Delhi will remain the primary contract holder.

Brian Ball, Interim Fire Chief for Delhi Township, stated that Mason's assigned area of Alaiedon Township would be better served by the agreement because it is more central to Mason than Delhi.

MOTION by Naeyaert, second by Droscha,  
to approve the Delhi Charter Township Fire Services Agreement and  
Authorize City Administrator and Fire Chief for signature authority.  
MOTION APPROVED UNANIMOUSLY

#### **UNFINISHED BUSINESS**

None.

#### **NEW BUSINESS**

It was briefly discussed that residents are not adhering to the "no street parking November 1st to May 1st." Also, a brief discussion was held regarding the scheduled joint workshop for the City Council and Utility Rate Study Commission on January 13, 2014.

#### **CORRESPONDENCE**

Distributed.

#### **LIAISON REPORTS**

Naeyaert informed Council that a special meeting is scheduled for the Planning Commission on December 19, 2013, for the purpose of holding a public hearing regarding a special use permit for the Landings at Rayner Ponds.

#### **COUNCILMEMBER REPORTS**

None.

#### **ADMINISTRATOR'S REPORT**

Colburn informed Council regarding City business.

#### **EXECUTIVE SESSION - PERSONNEL - CITY ADMINISTRATOR'S EVALUATION**

MOTION by Naeyaert,  
to adjourn to executive session to discuss the City Administrator's evaluation.  
Yes (7) Brown, Bruno, Droscha, Ferris, Mulvany, Naeyaert, Clark  
No (0)  
MOTION APPROVED UNANIMOUSLY

#### **ADJOURNMENT**

The meeting adjourned to executive session at 8:02 p.m.

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Deborah J. Cwierniewicz, City Clerk

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Leon R. Clark, Mayor

12/13/2013 09:26 AM  
User: TF  
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON  
EXP CHECK RUN DATES 12/10/2013 - 12/18/2013  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID  
COUNCIL REPORT  
MONDAY, DECEMBER 16, 2013

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
06474	CONSUMERS ENERGY		
DEC 2013 592-555.00-920.000	ELECTRIC 10/23 - 11/21 ELECTRIC 10/23 - 11/21	12/09/2013	8,223.29
DEC 2013 101-448.00-926.000	ELECTRICITY 11/1 - 11/30 ELECTRICITY 11/1 - 11/30	12/13/2013	8,560.42
VENDOR TOTAL:			16,783.71
05197	LAYNE CHRISTENSEN COMPANY, INC		
89056600 592-558.00-970.908	HAYES PARK WELL CLEANING & REPAIR HAYES PARK WELL CLEANING & REPAIR	12/13/2013	26,249.00
VENDOR TOTAL:			26,249.00
05221	MCGINTY, HITCH, HOUSEFIELD, PERSON,		
DEC 2013 101-266.00-826.000	NOVEMBER 2013 LEGAL FEES NOVEMBER 2013 LEGAL FEES	12/13/2013	8,622.75
VENDOR TOTAL:			8,622.75
07138	MICHIGAN STATE OF		
845441 592-555.00-818.000	2014 NPDES ANNUAL PERMIT FEE M10020435 2014 NPDES ANNUAL PERMIT FEE M10020435	12/13/2013	5,500.00
VENDOR TOTAL:			5,500.00
07722	ROBIN DALE ENTERPRISES, LLC		
13-J257B 592-558.00-970.017	RUN PUMP TEST WELL #9 RUN PUMP TEST WELL #9	12/13/2013	5,476.00
13-J296 592-555.00-933.000	OVERHAUL TERTIARY PUMP #2 OVERHAUL TERTIARY PUMP #2	12/13/2013	8,178.80
VENDOR TOTAL:			13,654.80
05363	WOLVERINE ENGINEERS INC		
20130573 592-558.00-970.017	WELL #9 CONSTRUCTION INSP/OBSERVE PROJ#12-0055 WELL #9 CONST INSP/OBSERVE PROJ12-0055	12/13/2013	7,570.00
VENDOR TOTAL:			7,570.00
TOTAL - ALL VENDORS:			78,380.26

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**

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**Meeting Date:** December 16, 2013

**Agenda Item:** 7 (C)

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**AGENDA ITEM**

Motion - Request for Excused Absence – Councilmember Droscha

**EXHIBITS**

- Email from Councilmember Droscha, dated December 11, 2013

**STAFF REVIEW**

Administration

**SUMMARY STATEMENT**

Councilmember Droscha is requesting to be excused from the December 16, 2013 City Council meeting.

**RECOMMENDED ACTION**

Move to excuse the absence of Councilmember Droscha from the December 16, 2013 City Council Meeting.

## Martin Colburn

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**From:** Jon Droscha [jon@udprecording.com]  
**Sent:** Wednesday, December 11, 2013 9:54 PM  
**To:** Martin Colburn; Leon Clark  
**Subject:** Absence from meeting on Dec. 16

Please excuse my absence from council's meeting on Monday, December 16, 2013. There is a band concert at Mason High School. The person I have hired in previous years to alleviate this conflict is no longer with the company. Therefore, the responsibility for recording the concert falls to me. My apologies for not catching this conflict sooner.

Happy Trails,  
Jon Droscha

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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**Meeting Date:** December 16, 2013

**Agenda Item:** 8 (A)

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### **AGENDA ITEM**

Resolution No. 2013-38A – Approval of Application for Industrial Facilities Tax Exemption Certificate and Industrial Facilities Exemption Agreement with Efficiency Production, Inc.

### **EXHIBITS**

- Resolution No. 2013-38A – Attorney's draft with changes

### **STAFF REVIEW**

City Clerk

### **SUMMARY STATEMENT**

Resolution No. 2013-38 was approved by Council on September 16, 2013, granting Efficiency Production, Inc. (EPI) a twelve year tax abatement. The application and required documentation was submitted to the State Tax Commission for review and approval.

On December 4, 2013, the State Tax Commission informed Mr. Ken Forsberg and the City Clerk that the resolution submitted with the IFT application was missing required language. The resolution language was updated two years ago. For that reason, Resolution No. 2013-38 was corrected by the city attorney and is before Council for approval as Resolution No. 2013-38A.

The next Tax Commission meeting is February 10, 2014. In accordance with State law, IFT applications received by the October 31 deadline that are found to have an error or missing documentation, may submit the documentation and a letter from the applicant asking that the effective date of the IFT certificate be December 31 of the year it was submitted, even if the exemption is approved in the following year. Mr. Forsberg will submit the request asking that the effective date of the IFT certificate be December 31, 2013, making the abatement effective for 2014, as planned.

### **RECOMMENDED ACTION**

Move to approve Resolution 2013-38A.

Introduced:  
Second:

## CITY OF MASON

### CITY COUNCIL RESOLUTION NO. 2013-38A

#### APPROVAL OF APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AND INDUSTRIAL FACILITIES EXEMPTION AGREEMENT WITH EFFICIENCY PRODUCTION, INC.

December 16, 2013

**WHEREAS**, the State of Michigan has enacted 1974 PA 198 allowing industrial property owners property tax abatement under certain conditions; and

**WHEREAS**, Efficiency Production, Inc. ("EPI") has submitted an application to the City for tax abatement pursuant to Act 198, whereby property taxes would be abated or reduced on new industrial facilities to be acquired by the applicant consisting of machinery, equipment, and fixtures of approximately \$180,445 and real property improvements and additions of approximately \$775,000, as set forth in the applicant's application to the City Clerk dated July 16, 2013; and

**WHEREAS**, the City Council has adopted Council Resolution No. 1992-37; after a public hearing on July 6, 1992, duly noticed by publication, to establish Industrial Development District No. 3 pursuant to Act 198 to encompass the land and territory within which the Applicant proposes to acquire and maintain the building, land improvements, machinery and equipment to be acquired by the Applicant; and

**WHEREAS**, the description of said property is:

PART OF NW1/4 OF SEC 16 T2NR1W CITY OF MASON PA 425  
AGREEMENT DESC AS: COM AT W 1/4 COR OF SEC 16 -  
S89N53'41" E ALNG EW 1/4 LN 1161.25 FT TO POB -  
S89N53'41"E ALNG SD 1/4 LN 762.51 FT TO WLY R/W LN OF  
CONRAIL RR - N07N08'04"W ALNG SD R/W LN 498.7 FT -  
ALNG SD R/W LN 157.14 FT ON CURVE TO LEFT, RAD  
2861.25 FT, DELTA 03N08'48", CHD BRG N08N41'01"W 157.12  
FT - N89N53'41"W 673.73 FT - S00N04'38"E 109.89 FT - SELY  
32.98 FT ALNG CURVE TO RT, RAD 75 FT TO R/W LN OF  
TRILLIUM DR, SWLY ALNG SD R/W LN 44 FT ON CURVE TO  
RT, RAD 75 FT CHD BRG S29N38'29"W 43.37 FT - S00N04'38"E  
474.8 FT TO POB 10.742 AC.

Commonly known as 685 Hull Road, Mason, Michigan  
TIN 33-19-10-16-100-017

and

**WHEREAS**, EPI wishes to install a new linear CNC drilling machine and support equipment to its facility on the property legally described above, the value of said personal property to be approximately \$180,445 and to construct a building addition of approximately 14,000 square feet at a cost of approximately \$775,000 for real property improvements; and

**WHEREAS**, EPI seeks an Industrial Facilities Exemption Certificate on the personal property for a term of twelve (12) years, as described in its Application, dated July 16, 2013; and

**WHEREAS**, the City Council met in public hearing on September 16, 2013, as heretofore resolved and noticed, for the purpose of considering approval of said application; and

**WHEREAS**, the City Council has afforded the applicant, the public, the Assessor, and all of the affected taxing units notice and an opportunity for all persons desiring to be heard, either orally or in writing, with respect to the approval of an Industrial Facilities Exemption Certificate for the applicant; and

**WHEREAS**, the granting of an Industrial Facilities Exemption Certificate to EPI will not substantially impede the operations or financial soundness of the City of Mason; and

**WHEREAS**, the aggregate SEV of real and personal property exempt from *ad valorem* taxes within the city of Mason after granting this certificate will not exceed five percent (5%) of an amount equal to the sum of the SEV of the city of Mason plus the SEV of personal and real property thus exempted; and

**WHEREAS**, the City Council has received and considered a proposed written agreement as required by Section 22 of Act 198 to be entered into between the City and EPI containing the requirements for approval and the terms and conditions under which the Industrial Exemption Facilities Agreement shall be issued and retained;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mason finds and determines that the granting of the EPI Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Mason, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Mason; and

**BE IT HEREBY RESOLVED**, that the application of EPI for an Industrial Facilities Exemption Certificate for real and personal property improvements of \$775,000 and \$180,445, respectively, on the applicant's property located at 685 Hull Road, Mason, Michigan, as legally described above, is hereby approved for a period of twelve (12) years; and

**RESOLVED FURTHER**, the City of Mason and EPI shall enter into the written Agreement containing the requirement for approval and issuance of the Industrial Facilities Exemption Certificate and allowing for the revocation of the Certificate if conditions imposed by the City of Mason are not met.

**RESOLVED FURTHER**, that this Resolution amends and replaces the City of Mason City Council Resolution No. 2013-38, adopted September 16, 2013.

Yes

No

**Clerk's Certification:** I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Mason City Council at its regular meeting held on Monday, December 16, 2013, the original of which is part of the Council's Minutes.

---

Deborah J. Cwierniewicz, Clerk  
City of Mason  
Ingham County, Michigan

Introduced:  
Second:

**CITY OF MASON**

**CITY COUNCIL RESOLUTION NO. 2013-38A**

**APPROVAL OF APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION  
CERTIFICATE AND INDUSTRIAL FACILITIES EXEMPTION AGREEMENT WITH  
EFFICIENCY PRODUCTION, INC.**

**December 19, 2013**

**WHEREAS**, the State of Michigan has enacted 1974 PA 198 allowing industrial property owners property tax abatement under certain conditions; and

**WHEREAS**, Efficiency Production, Inc. ("EPI") has submitted an application to the City for tax abatement pursuant to Act 198, whereby property taxes would be abated or reduced on new industrial facilities to be acquired by the applicant consisting of machinery, equipment, and fixtures of approximately \$180,445 and real property improvements and additions of approximately \$775,000, as set forth in the applicant's application to the City Clerk dated July 16, 2013; and

**WHEREAS**, the City Council has adopted Council Resolution No. 1992-37, after a public hearing on July 6, 1992, duly noticed by publication, to establish Industrial Development District No. 3 pursuant to Act 198 to encompass the land and territory within which the Applicant proposes to acquire and maintain the building, land improvements, machinery and equipment to be acquired by the Applicant; and

**WHEREAS**, the description of said property is:

PART OF NW1/4 OF SEC 16 T2NR1W CITY OF MASON PA 425  
AGREEMENT DESC AS: COM AT W 1/4 COR OF SEC 16 -  
S89N53'41" E ALNG EW 1/4 LN 1161.25 FT TO POB -  
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Commonly known as 685 Hull Road, Mason, Michigan  
TIN 33-19-10-16-100-017

and

**WHEREAS**, EPI wishes to install a new linear CNC drilling machine and support equipment to its facility on the property legally described above, the value of said personal property to be approximately \$180,445 and to construct a building addition of approximately 14,000 square feet at a cost of approximately \$775,000 for real property improvements; and

**WHEREAS**, EPI seeks an Industrial Facilities Exemption Certificate on the personal property for a term of twelve (12) years, as described in its Application, dated July 16, 2013; and

**WHEREAS**, the City Council met in public hearing on September 16, 2013, as heretofore resolved and noticed, for the purpose of considering approval of said application; and

**WHEREAS**, the City Council has afforded the applicant, the public, the Assessor, and all of the affected taxing units notice and an opportunity for all persons desiring to be heard, either orally or in writing, with respect to the approval of an Industrial Facilities Exemption Certificate for the applicant; and

**WHEREAS**, the granting of an Industrial Facilities Exemption Certificate to EPI will not substantially impede the operations or financial soundness of the City of Mason; and

**WHEREAS**, the aggregate SEV of real and personal property exempt from *ad valorem* taxes within the city of Mason after granting this certificate will not exceed five percent (5%) of an amount equal to the sum of the SEV of the city of Mason plus the SEV of personal and real property thus exempted; and

**WHEREAS**, the City Council has received and considered a proposed written agreement as required by Section 22 of Act 198 to be entered into between the City and EPI containing the requirements for approval and the terms and conditions under which the Industrial Exemption Facilities Agreement shall be issued and retained;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mason finds and determines that the granting of the EPI Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Mason, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Mason; and

**BE IT HEREBY RESOLVED**, that the application of EPI for an Industrial Facilities Exemption Certificate for real and personal property improvements of \$775,000 and \$180,445, respectively, on the applicant's property located at 685 Hull Road, Mason, Michigan, as legally described above, is hereby approved for a period of twelve (12) years; and

**RESOLVED FURTHER**, the City of Mason and EPI shall enter into the written Agreement containing the requirement for approval and issuance of the Industrial Facilities Exemption Certificate and allowing for the revocation of the Certificate if conditions imposed by the City of Mason are not met.

**RESOLVED FURTHER**, that this Resolution amends and replaces the City of Mason City Council Resolution No. 2013-38, adopted September 16, 2013.

Yes ()

No ()

**Clerk's Certification:** I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Mason City Council at its regular meeting held on Monday, December

19, 2013, the original of which is part of the Council's Minutes.

---

Deborah J. Cwierniewicz, Clerk  
City of Mason  
Ingham County, Michigan

**CITY OF MASON**  
**STAFF AGENDA REPORT TO CITY COUNCIL**

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**Meeting Date:** December 16, 2013

**Agenda Item:** 8 (B)

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**AGENDA ITEM**

Resolution 2013-52 – A Resolution Approving Uniform Video Franchise Agreement Submitted by Comlink, LLC

**EXHIBITS**

- Cable Franchise Agreement
- Letter of Request from Comlink, dated November 26, 2013
- Memorandum to City Council from City Attorney D. McGinty dated December 12, 2013

**STAFF REVIEW**

City Clerk

**SUMMARY STATEMENT**

On December 2, 2013, a proposed cable television franchise agreement was received from ComLink to do business in the City of Mason. The agreement was forwarded to the City Attorney for review. A letter was mailed to the applicant on December 12, 2013, informing them that their application is complete. Mr. McGinty will elaborate on his December 12, 2013, memorandum to Council at the meeting.

**RECOMMENDED ACTION**

Move to approve Resolution 2013-52.

Introduced by:  
Second by:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2013-52**

**A RESOLUTION APPROVING UNIFORM VIDEO  
FRANCHISE AGREEMENT SUBMITTED BY COMLINK, LLC**

**December 16, 2013**

**WHEREAS**, the Uniform Video Services Local Franchise Act, 2006 PA 480 ("Act 480"), adopted by the Michigan legislature effective January 1, 2007, required the Michigan Public Service Commission to issue an order establishing a standardized form for the uniform video services local franchise agreement to use by all franchising entities in Michigan; and

**WHEREAS**, on December 2, 2013, the Mason City Clerk received an application from Westphalia Broadband, Inc., d/b/a Comlink, dated November 26, 2013, submitting a proposed Uniform Video Service Local Franchise Agreement to the City Clerk in the form published by the MPSC; and

**WHEREAS**, the City Clerk, upon the advice and recommendation of the City Attorney, has advised the applicant that the proposed franchise agreement is complete in the form required by Act 480 and the uniform franchise published by the MPSC; and

**WHEREAS**, the submitted franchise leaves the amount of the local franchise fee to be paid pursuant to paragraph VI - Fees, subparagraph A(ii) of the proposed franchise agreement to be an amount as established by the City as franchise entity and leaves the amount of local gross revenues to be paid as support for PEG pursuant to paragraph VIII, subparagraph A-2 of the proposed franchise agreement to be an amount as established by the City as the franchise entity; and

**WHEREAS**, the Mason City Council, by City Council Resolution No. 2007-35, adopted June 18, 2007, received and placed on file a Uniform Video Service Local Franchise Agreement with Millennium Digital Media Systems, LLC, a Delaware corporation, which provided an annual video service provider fee to be paid to the City of Mason at paragraph VI, subparagraphs A(ii) thereof in the amount of 3.5% of gross revenues and PEG fees to the City of Mason as support for the cost of PEG access facilities and services at paragraph VI, subparagraphs A(ii) thereof in the amount of 0%; and

**WHEREAS**, subsection 6(1)(a) of Act 480 stipulates that a video service provider shall pay to the franchising entity an annual video service provider fee in an amount equal to the percentage of gross revenues paid to the franchising entity by the incumbent video provider; and

**WHEREAS**, subsection 6(8) of Act 480 allows the franchising entity to establish a fee to be paid for PEG services in the community in an amount not to exceed the fees currently paid by the incumbent provider, not to exceed 2% of gross revenues; and

**WHEREAS**, pursuant to paragraph II of the Uniform Video Local Service Franchise Agreement, subsection (M), if the provider is not an incumbent video provider, the provider must note in Attachment 1 to its proposed Uniform Video Local Service Franchise Agreement, the date on which the provider expects to provide video services in the area identified under section 2(3)(e) of the Act as the City of Mason Video Service Area; and

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The Uniform Video Service Local Franchise Agreement filed with the Clerk on December 2, 2013, by Comlink, LLC, is hereby received and placed on file.
2. Paragraph VI - Fees - on page 4 of the submitted franchise agreement shall be completed by inserting "3.5%" at subparagraph A(ii), which number shall be the percentage of gross revenues to be paid by the provider to the City of Mason during the term of the franchise agreement and that page 4 attached hereto shall be substituted for page 4 of the submitted agreement.
3. Paragraph VIII - PEG Fees - on page 6 of the submitted franchise agreement, shall be completed by inserting 0.0% as the percentage of gross revenues to be paid as support for the cost of PEG access facilities on services. Page 6 attached hereto shall be substituted for page 6 of the submitted agreement.
4. The City Administrator shall transmit to Comlink a copy of this resolution and the completed pages 4 and 6 of the franchise agreement, finding the submitted franchise agreement complete upon the provider noting on Attachment 1, page 2, the date it expects to provide video service in the designated service area.
5. Upon the applicant completing page 1 of Attachment 1 of its proposed Uniform Video Service Local Franchise Agreement by noting the date on which it expects to provide video services in the area identified on Attachment 1 as its video service area footprint, the City Administrator is authorized to execute page 9 of the Video Service Franchise Agreement and page 2 of Attachment 1 to the franchise agreement on behalf of the City of Mason and deliver executed copies to the provider.

Yes

No

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Leon Clark, Mayor

**CLERKS CERTIFICATION:** I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Mason City Council at a public meeting held on Monday, December 16, 2013, the original of which is part of the Council's minutes.

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Deborah J. Cwierniewicz, City Clerk  
City of Mason  
Ingham County, Michigan

Drafted by and approved as to form:

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Dennis E. McGinty (P17407)  
Mason City Attorney  
601 Abbot Road, PO Box 2502  
East Lansing, MI 48826-2502

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

#### **V. Term**

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

#### **VI. Fees**

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 3.5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Mason, a Michigan municipal corporation (the "Franchising Entity"), and Westphalia Broadband Inc, a Michigan corporation doing business as Comlink.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Mason:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

Westphalia Broadband Inc., dba; Comlink  
\_\_\_\_\_  
1515 Turf Lane Ste 100  
\_\_\_\_\_  
East Lansing MI 48823  
\_\_\_\_\_  
Attn: David Fox  
\_\_\_\_\_  
Fax No.: 517-324-8900  
\_\_\_\_\_

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Mason, a Michigan Municipal Corporation**

\_\_\_\_\_  
By  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
201 W. Ash St.  
\_\_\_\_\_  
City, State, Zip  
Mason MI 48854  
\_\_\_\_\_  
Phone  
517-676-9155  
\_\_\_\_\_  
Fax  
\_\_\_\_\_  
Email

**Westphalia Broadband Inc. (WBI), a Michigan corporation doing business as Comlink**

  
\_\_\_\_\_  
By  
David Fox  
\_\_\_\_\_  
Print Name  
President, WBI  
\_\_\_\_\_  
Title  
1515 Turf Lane Ste 100  
\_\_\_\_\_  
Address  
East Lansing  
\_\_\_\_\_  
City, State, Zip  
989-587-5002  
\_\_\_\_\_  
Phone  
517-324-8900  
\_\_\_\_\_  
Fax  
dfox@comlink.net  
\_\_\_\_\_  
Email

**FRANCHISE AGREEMENT** (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

**ATTACHMENT 1**

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

Date: November 26, 2013		
Applicant's Name: Westphalia Broadband Inc. (WBI) dba; Comlink		
Address 1: 1515 Turf Lane, Ste 100		
Address 2:		Phone: 989-587-5002
City: East Lansing	State: MI	Zip: 48894
Federal I.D. No. (FEIN): 20-0928270		

**Company executive officers:**

Name(s): David Fox
Title(s): President, WBI

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: David Fox		
Title: President, WBI		
Address: 1515 Turf Lane, Ste 100		
Phone: 989-587-5002	Fax: 517-324-8900	Email: dfox@comlink.net

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Customers residing within the Municipal Boundries of Mason.

(WBI) dba; Comlink - CONFIDENTIAL INFORMATION BELOW.

We are requesting approval to serve the City of Mason. However at this time, our plans only include providing video service to Ingham County facilities within the City of Mason.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date: On or about December 27, 2013

**For All Applications:**

**Verification  
(Provider)**

I, David A Fox, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David A Fox - President, WBI

Signature



Date:

11-26-2013

**(Franchising Entity)**

**Mason, a Michigan municipal corporation**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_



November 26, 2013

VIA OVERNIGHT DELIVERY

Deborah Cwierniewicz  
Mason City Clerk  
Mason City Clerk's Office  
201 W Ash St  
Mason, MI 48854

**RECEIVED**

**DEC 02 2013**

**MASON CITY CLERK**

Re: Uniform Video Services Local Franchise Agreement with Comlink, LLC

Dear Ms. Cwierniewicz,

Enclosed for approval by the City of Mason is a Uniform Video Service Local Franchise Agreement ("Agreement" or "Franchise Agreement") pursuant to 2006 PA 480, MCL 484. 3301 *et seq.* ("Act 480"), by and between the City of Mason, a Michigan municipal corporation ("Mason" or the "Franchising Entity") and Westphalia Broadband Inc. dba Comlink, a Michigan corporation (sometimes referred to as the "Provider").

This submission is made pursuant to Act 480 and the Orders of the Michigan Public Service Commission ("MPSC") of January 30, 2007 and April 16, 2009 respectively, in MPSC Case No. U-15169. In these Orders the MPSC adopted the standardized form for the Franchise Agreement and required that "the adopted form shall be used without substitution or procedural changes for all video service local franchise agreements in the state of Michigan" January 30, 2007 Order, at p1.

Pursuant to the MPSC's instructions and Section "VI. Fees" of the Franchise Agreement, the Franchise Entity is to insert into Section VI A, the percentage of gross revenue to be paid by the Provider as an annual video service provider fee. Since Mason has at least one Incumbent Video Provider with an existing franchise agreement, the fee to be asserted is equal to the gross revenue percentage fee paid by the Incumbent Video Provider with the largest number of subscribers in Mason.

Pursuant to the MPSC's instructions and Section "VIII. PEG" fees of the Franchise Agreement, the Franchising Entity is to insert into Section VIII. A the percentage of gross revenues to be paid by the Provider as support for the cost of PEG access facilities and services. This PEG fee to be inserted is equal to the gross revenue percentage PEG fee paid by the Incumbent Video Provider with the largest number of subscribers in Mason.

(989) 587-5000  
(989) 587-3070 fax  
www.comlink.net

109 East Main Street, PO 368, Westphalia, MI 48894

Comlink respectfully submits that the Franchise Agreement submitted to Mason accompanying this letter is complete for purposes of Act 480 and the deadlines set forth in Act 480. The MPSC determined in its May 3, 2007 Order in MPSC Case No. U-15281 that an Agreement is not incomplete if it is submitted with the blanks for the franchise and PEG fees to be inserted by the Franchising Entity.

Pursuant to Section 3(3) of Act 480, MCL 484.330 3(3), the Franchising Entity has 30 calendar days after submission of a complete Franchise Agreement to approve the Franchise Agreement. The Franchising Entity has 15 business days after the submission of this Franchise Agreement to notify the provider if the Franchise Agreement submitted is incomplete and is required in its written notice regarding completeness to state any reasons it believes the Franchise Agreement is incomplete. Pursuant to Section 3(3) of Act 480, if the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement with the statutory required time periods, the Franchise Agreement shall be considered complete and the Franchise Agreement approved by operation of law.

If you or anyone at the City of Mason has questions concerning the Franchise Agreement, please contact the undersigned at 989-587-5002.

Sincerely,

A handwritten signature in black ink, appearing to read "David Fox", written in a cursive style.

David Fox  
President  
Westphalia Broadband Inc.  
dba Comlink

MEMORANDUM

TO: Mason City Council

FROM: Dennis E. McGinty, City Attorney 

RE: **COMLINK UNIFORM VIDEO SERVICES LOCAL FRANCHISE AGREEMENT**

DATE: December 12, 2013

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On December 2, 2013, the Mason City Clerk received an application from Westphalia Broadband, Inc., d/b/a Comlink, seeking approval of a Uniform Video Services Local Franchise Agreement with the City of Mason. Video service franchise agreements are regulated in Michigan by the Uniform Video Services Local Franchise Act, 2006 PA 480, which became effective January 1, 2007. The City's incumbent cable provider, WOW, formerly Millennium Digital Media Systems, LLC, is currently operating under a uniform video services franchise approved by the City Council on June 18, 2007.

Act 480 is intended to make the granting of video franchises and their terms uniform throughout the state of Michigan and required the Michigan Public Service Commission to prepare and publish a standard form of franchise agreement to used by all local franchising authorities.

Act 480 and the uniform video franchise agreement published by the MPSC leave very little to the discretion of local communities with respect to the terms of the franchise agreement and the responsibilities of the video services provider under the agreement. There are basically two choices which the City Council may make – specifically, the amount of the cable franchise fee to be paid to the City for the privilege of operating in the community and the amount, if any, to be paid by the video services provider to support public, educational, or government video programming services.

Under subsection 6(1) of Act 480, the local authority can charge a franchise fee not to exceed 5% and under subsection 6(8) of Act 480, the City may, after first conducting a local needs assessment, charge a PEG fee of not to exceed 2%. However, in the case where there is already an incumbent video services provider under an existing franchise, the City may charge no more for franchise fees or PEG fees than that being paid by the current incumbent [redundant?] provider which, in this case, is 3.5% for franchise fees and 0% for PEG fees.

The franchise submitted by Comlink leaves the amount of franchise fees blank at page four and the amount of PEG fees blank at page six. If the City wishes to charge a franchise fee, it must

Page 2  
December 12, 2013

do so by completing pages 4 and 6 and we recommend that Council do so by inserting the same percentages here as currently pertaining to its incumbent provider.

Section 3 of Act 480 sets stringent time limits for the review and approval process for franchise applications, stating that the City must determine whether the application is complete within 15 business days of receipt and must act to approve the franchise within 30 days of receipt of the application. If the Council fails to act to approve within the required 30 days, the franchise is deemed approved.

Paragraph 2(M) of the standard franchise published by the MPSC also requires that any new provider also indicate on Attachment 1 to the Uniform Video Services Local Franchise Agreement the date on which the provider expects to provide video services in the city. Attachment 1 does not presently include such a day. We therefore recommend that the City Council condition its approval and authorization to sign the franchise agreement upon the applicant first completing Attachment 1 by inserting the date upon which it intends to commence providing video services in the City. Enclosed is a proposed resolution which we have prepared for Council to act upon this request.

bks  
Enclosure  
cc Martin A. Colburn w/enc

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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**Meeting Date:** December 16, 2013

**Agenda Item:** 8 (C-D)

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### **AGENDA ITEM**

- Resolution No. 2013-53 – Mayoral Appointments to City Boards and Commissions
- Resolution No. 2013-54 – City Council Appointments to City Boards and Commissions

### **EXHIBITS**

- Applications:
  - Mark Howe
  - Tim Fisher

### **STAFF REVIEW**

City Clerk

### **SUMMARY STATEMENT**

Resolution Nos. 2013-53 and 2013-54 are the proposed annual appointments to city boards and commissions. Currently, one vacancy exists on the Building Code & Sign Board of Appeals and there are two vacancies on the Ethics Board.

### **RECOMMENDED ACTION**

Move to approve Resolutions 2013-53 and 2013-54.

Introduced:  
Seconded:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2013-53**

**MAYORAL APPOINTMENTS TO CITY BOARDS AND COMMISSIONS**

**December 16, 2013**

**BE IT HEREBY RESOLVED**, that the Mayor, with confirmation by the City Council, does hereby make the following appointments/reappointments to the specified boards and commissions of the city and that each term shall commence January 1, 2014 and expire on December 31 of the year noted.

Building Code	Ken Brown	2016
	Eric Harter	2016
Board of Ethics	Kathleen Dean	2016
	William H. Noud, Jr.	2016
Dangerous Buildings Hearing Officer	Bruce Johnston	2016
Downtown Development Authority	Michelle Wall	2017
Election Commission	Elaine Ferris	2015
Historic District Commission	Loren Shattuck	2016
	Mark Cummings	2016
Planning Commission	Seth Waxman Tim	2016
	Fisher	2016
Traffic Commission	Jeff Haueter	2016
	Joe Ghinelli (DDA Representative)	2014
	Roger Bauer	2016
Utility Rate Study Committee	Angela Newton	2016
	Shirley Richards	2016
Tree Commission	Jim Duthie	2016

Yes

No

**CLERK'S CERTIFICATION:** I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, December 16, 2013, the original of which is part of the Council meeting minutes.

---

Deborah J. Cwierniewicz, City Clerk  
City of Mason  
Ingham County, Michigan

Introduced:

Seconded:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2013-54**

**CITY COUNCIL APPOINTMENTS TO CITY BOARDS AND COMMISSIONS**

**December 16, 2013**

**BE IT HEREBY RESOLVED**, that the City Council of the City of Mason does hereby make the following appointments/reappointments to the specified boards and commissions of the City and that each term shall commence January 1, 2014 and expire on December 31 of the year noted:

Board of Review	Larry Briggs	2016
Building Authority	Mark Howe	2016
Cemetery Board	Scott Shattuck	2016
Election Commission	Elaine Ferris	2015
Local Development Finance Authority	Mark Howe <i>(filling unexpired term)</i>	2015
Utility Rate Study Committee	Angela Newton	2016
	Shirley Richards	2016
Zoning Board of Appeals	Douglas Crips	2016
	Bob McCormick	2016
	Harry Spenny	2016

Yes

No

**CLERK'S CERTIFICATION:** I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, December 16, 2013, the original of which is part of the Council meeting minutes.

---

Deborah J. Cwierniewicz, City Clerk  
City of Mason  
Ingham County, Michigan



**CITY OF MASON  
APPLICATION FOR APPOINTMENT  
CITY BOARD OR COMMISSION**

Board /Commission Interest:	Local Development Finance Authority
Name	Mark Howe
Address	829 Ravenwood Court Mason, MI 48854
Home Phone:	(517) 388-2575
Other Phone:	(517) 244-4417
E-Mail:	mhowe@dartbank
Occupation:	Banker
Employer:	Dart Bank
Business Address:	368 South Park Street Mason MI 48854
Length of Residence Within The City of Mason:	52 Years
Education:	Association Degree
Relevant Organizations/Affiliations (if any):	* See attachment
Relevant Employment/Volunteer Experience (if any):	* See attachment
Brief Statement As To Interest In Serving On This Board/Commission:	* See attachment

<p><u>Mail Completed Application To:</u></p> <p>City of Mason Office of the City Clerk P.O. Box 370 Mason, MI 48854</p>	<p>Preferred mailing address for agendas:</p> <p><input type="checkbox"/> Home Address    <input checked="" type="checkbox"/> Office Address</p>
---	--

If not appointed, I wish my application to be kept on file for six months. I understand after that time it is necessary to submit a new application to update my interest in serving.

Mark Howe  
Signature

12/10/13  
Date

Applicant must be resident of the City of Mason.  
Exception: Residency is not required to serve on E.D.C., L.D.F.A., or D.D.A.

**RELEVANT ORGANIZATIONS/AFFILIATIONS:**

City Of Mason Fire Department  
City Of Mason Downtown Development Authority  
City Of Mason Building Authority  
City Of Mason Chamber  
City Of Mason Rotary Club  
International Rotary Organization  
Ingham County Fire Chiefs Association  
Mutual Aid Box Alarm System Organization

**RELEVANT EMPLOYMENT/VOLUNTEER EXPERIENCE:**

Assistant Fire Chief  
Chairperson for the DDA  
Past President for the Mason Chamber  
Past President for the Mason Kiwanis Club  
Past President for the Mason Rotary Club  
Assistant Governor for Rotary District 1306  
Past Secretary/Treasurer for Mason Rotary Club  
Secretary/ Treasurer for the Ingham County Chiefs  
Past Trustee for the First United Methodist Church  
Past Chairperson for the finance committee for the First United Methodist Church  
Security Team member for the Riverview Church  
Past basketball coach and assistant coach for Mason Public School and Dansville School  
Past multiple youth coaching positions for basketball, baseball, and football here in Mason

**BRIEF STATEMENT AS TO INTEREST IN SERVING ON THE THIS BOARD/COMMISSION:**

I have an interest in the LDFA for I feel it is an important group for the growth of our community. I like giving back to this wonderful community for everything it has done for me and my family. My past finance experience, community involvement, understanding the history of Mason, and the love for Mason I feel will be beneficial for me to be a member of the LDFA.



**CITY OF MASON  
APPLICATION FOR APPOINTMENT  
CITY BOARD OR COMMISSION**

Board /Commission Interest: <i>Mason Planning Commission</i>
Name <i>TIM FISCHER</i>
Address <i>951 East Columbia St</i>
Home Phone: <i>734-255-9206</i> Other Phone:
E-Mail: <i>timothyfischer@gmail.com</i>
Occupation: <i>lawyer, Deputy Policy Director</i>
Employer: <i>Michigan Environmental Council</i>
Business Address: <i>602 W. Ionia St, Lansing, MI 48933</i>
Length of Residence Within The City of Mason: <i>5 years</i>
Education: <i>J.D., M.S.E.L., Vermont Law School; BA, Warren Wilson College</i>
Relevant Organizations/Affiliations (if any): <i>Mason Area Chamber of Commerce, Ingham County Economic Development Corporation, Michigan Bar Association,</i>
Relevant Employment/Volunteer Experience (if any): <i>Seneca Redeveloping Corridor Task Force committee member, Transportation For Michigan Board Chair, have worked with The Michigan Association of Planning on various projects</i>
Brief Statement As To Interest In Serving On This Board/Commission: <i>I am interested in serving on the Mason Planning Commission in order to put my skills and experience to use to help my community.</i>

<p><u>Mail Completed Application To:</u></p> <p>City of Mason Office of the City Clerk P.O. Box 370 Mason, MI 48854</p>	<p>Preferred mailing address for agendas:</p> <p><input checked="" type="checkbox"/> Home Address    <input type="checkbox"/> Office Address</p>
---	--

If not appointed, I wish my application to be kept on file for six months. I understand after that time it is necessary to submit a new application to update my interest in serving.

  
Signature

*11/6/13*  
Date

Applicant must be resident of the City of Mason.  
Exception: Residency is not required to serve on E.D.C., L.D.F.A., or D.D.A.

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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**Meeting Date:** December 16, 2013

**Agenda Item:** 8 (E)

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### **AGENDA ITEMS**

Discussion – City Hall Landscape Proposals

### **EXHIBITS**

- HTA Companies, Inc. proposal
- The Plant Professionals, Inc. proposal
- Snyder's Landscape Design Inc. proposal
- Bluegrass Lawn and Landscape proposal

### **STAFF REVIEW**

Zoning & Development Department

### **SUMMARY STATEMENT**

Staff has solicited proposals from landscape contractors to address the following issues related to the City Hall parking lot landscaping. The issues provided below are the result of concerns expressed by City Council and their request for proposals:

- Overall goal is to enhance and accent the City Hall building
- The current native grasses are considered overwhelming
- 30% of native grasses may remain in place
- No irrigation system will be available in the reference area
- Mature plant height should not conflict with visibility of both pedestrians and motorists
- Contractors are encouraged to provide alternative designs

Proposals were received from the following four contractors and varied in cost:

1.	HTA Companies, Inc.	\$14,218.00
2.	The Plant Professionals, Inc.	\$17,143.90
3.	Snyder's Landscape Design Inc.	\$20,080.20
4.	Bluegrass Lawn and Landscape	\$31,070.00

As you can see, the proposals provided vary greatly in their scope and ultimate cost. Staff has provided each for the purpose of discussion.

### **RECOMMENDED ACTION**

No action is necessary at this time.

# PROPOSAL 1

HTA Companies, Inc.



5855 Michigan Rd.  
Dimondale, Michigan  
48821

p | 517.482.2007 f | 517.482.2008  
www.htacompanies.com

# PROPOSAL

To: City of Mason

Phone	Date December 2, 2013
Job Name/Location City Hall Landscaping	
Job Number	Job Phone

**We hereby submit specifications and estimates for:**

HTA will furnish and install all labor, equipment, and materials necessary to complete landscape construction on the above project as per HTA design. Scope of work to include the following items only:

- Removal of existing plantings
- 11 Pardon Me Daylily (1 gal)
- 26 Stella D'oro Daylily (1 gal)
- 21 Knockout Rose (3 gal)
- 6 Andorra Juniper (3 gal)
- 7 Green Velvet Boxwood (3 gal)
- 5 Silver Arrow Grass (2 gal)
- 3 Plume Grass (2 gal)
- 13 Sea Green Juniper (3 gal)
- 3 Fat Albert Spruce (4' height)

**PLANTINGS PRICE: \$6,813.00**

- Optional: 4" shredded hardwood bark mulch (90 cyd)

**BARK MULCH PRICE: \$3,780.00**

We Propose hereby to furnish material and labor—complete in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal**—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



5855 Michigan Rd.  
Dimondale, Michigan  
48821

p | 517.482.2007 f | 517.482.2008  
www.htacompanies.com

# PROPOSAL

To:

Phone	Date
Job Name/Location	
Job Number	Job Phone

**We hereby submit specifications and estimates for:**

- Maintenance: 5 occasions as directed by owner, including weeding, removal of debris, trimming, watering

**MAINTENANCE PRICE: \$3,625.00**

NOTE:-No planting outside of seasonal limitations  
 -No turf seeding included  
 -No permits or other fees included  
 -Not responsible for acts of vandalism, accidental damage, or natural occurrences  
 -HTA cannot be responsible for marking of the parking lot/concrete surfaces

**REFERENCES:**

- First Housing, Lansing, Mi. 517-887-4200
  - Landscaping Design/Construction
- Christman Company Lansing, Mi. 517-482-1488
  - Landscaping, Irrigation, and Maintenance
- Block 36 apartments East Lansing, Mi. 517-333-6195
  - Landscaping Design/Construction, Irrigation, and Maintenance

We Propose hereby to furnish material and labor—complete in accordance with the above specifications, for the sum of:

dollars (\$ 14,218.00 )

Payment to made as follows: **TERMS: Net 30**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 20 days.

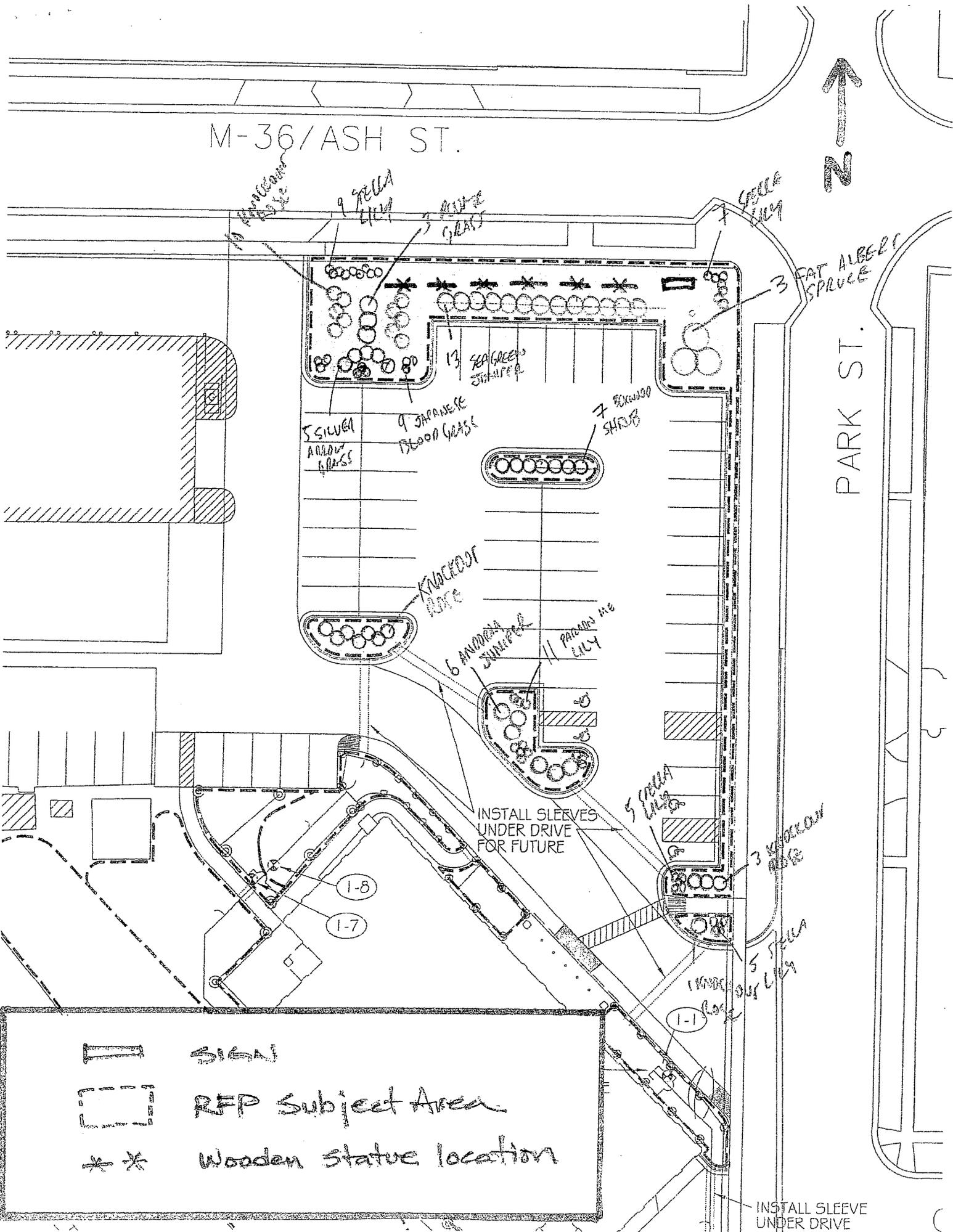
Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

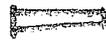
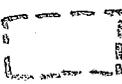
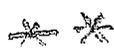
Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

M-36/ASH ST.



PARK ST.

	SIGN
	RFP Subject Area
	Wooden statue location

INSTALL SLEEVE UNDER DRIVE

**SIGNATURE SHEET**

(Please type or print clearly in ink only)  
RFP Landscaping Services

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the RFP, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name and Address of Firm:

HTA COMPANIES, INC  
5855 N. MICHIGAN RD  
DIMONDALE, MI 48921

Remit to Address:

SAME

Signature: 

Name (type/print): BRETT MILLER

Title: Project Mgr

Telephone: (517) 482-2007 Fax No.: ( ) 482-2008

Date: 12/2/2013

# PROPOSAL 2

The Plant Professionals, Inc.

David Haywood  
City of Mason Clerk's Department  
Mason City Hall  
201 W. Ash Street  
Mason, Michigan 48854  
(517) 676-9155

12/4/2013

Landscape Proposal for Mason City Hall  
Parking Lot Landscape

4	Acer saccharin 'Green Mountain'	\$87.50	\$350.00
18	Junipers squamata 'Blue Star' Juniper	\$24.50	\$441.00
11	Cotoneaster dammeri 'Coral Beauty'	\$18.75	\$206.25
37	Rosa 'Knock Out'	\$37.50	\$1,387.50
20	Ceanothus americanus 'New Jersey Tea'	\$75.00	\$1,500.00
7	Baptisia False Indigo	\$17.75	\$124.25
12	Pervoskia atripliocifolia	\$10.25	\$123.00
25	Echinacea purpurea 'Purple Magnus' Coneflower	\$10.25	\$256.25
110	Hemerocallis 'Happy Returns' Daylily	\$10.75	\$1,182.50
99	Sedum 'Autumn Fire'	\$10.25	\$1,014.75
30	Yards probark mulch	\$23.96	\$718.80
10	Yards prosoil	\$17.96	\$179.60
1	Wetting agents for improved acclimation	\$50.00	\$50.00
Subtotal plants and materials			\$7,533.90
Labor			\$9,080.00
Dump Fee			\$420.00
Delivery			\$110.00
Total, estimated			\$17,143.90

A 50% deposit is requested.

**The Plant Professionals**  
Inc

[www.theplantprofessionals.com](http://www.theplantprofessionals.com)

16886 Turner Street • Lansing, MI 48906 • (517) 327-1059 • Fax (517) 327-0299

Other options to reduce the cost would be:

If you choose to do the demolition, removing existing grass and root balls with the exception of the 10 grasses on the plan, that would reduce your cost by:

\$3,020.00

Another option to reduce the cost would be to reduce the amount of Daylilies and Sedum by a third for a less full look. If you choose this option you would reduce the cost by:

\$734.00

The planting plan is the property of The Plant Professionals. It may not be used by another party. However, it may be purchased for:

\$350.00

**The Plant Professionals**  
Inc

[www.theplantprofessionals.com](http://www.theplantprofessionals.com)

16886 Turner Street • Lansing, MI 48906 • (517) 327-1059 • Fax (517) 327-0299

We offer four references for 2013 projects which are also revisions of existing landscapes:

Michigan Chamber of Commerce  
600 So. Walnut St.  
Bob Thomas  
Lansing, MI 48933  
371-2100

We have worked with the state Chamber for several years. As the landscape ages and needs change we are updating various aspects. This year we began an update of the courtyard, which will complete in 2014 to fit available budget. We are retaining healthy and proportionate trees and changing both design and plant materials for a new look that will last.

Orchid Orthopedic  
Donna Samburg  
1365 Cedar Street  
Holt, MI 48842  
694-2300

This is a new client in 2013, referred to us by an interior designer and an architect we have worked with in the past. We designed a permanent planting for a raised structural masonry planter that includes seasonal rotations, and also designed a new bed surrounding a new sign at the street. We have installed and maintain both areas.

John Geddert Residence –Twistars, Inc.  
800 Woodbury  
Grand Ledge, MI  
322-0360

This elaborate landscape had been well designed but had not had complete professional care . We began with a complete pruning and were asked back first to update shrubs and perennial plantings, then to add new bed areas including additional trees. Working on steep slopes and with a fast turn around were highlights of this project. We will be maintaining the landscape in 2014 as well.

DeWitt Township  
Rod Taylor  
1401 W. Herbison Road  
DeWitt, MI 48820  
517-668-0270

Updates to existing beds at flagpole and entrance signs. Worked with township to add perennial color and visual interest on a tight budget.

Qty	Code	Scientific Name	Common Name
4	SM	Acer saccharum	Green Mountain Sugar Maple
18	BJS	Juniperus squamata	Blue Star Juniper
11	CT	Cotoneaster dammeri	Coral Beauty
37	KR	Rosa	Knock Out
20	NJ	Ceanothus americanus	New Jersey Tea
7	BT	Baptisia	False Indigo
12	RS	Pervoskia atriplicifolia	Russian Sage
25	CF	Echinacea purpurea	Purple Magnus Coneflower
110	DL	Hermercallis	Happy Returns Daylily
99	S	Sedum	Autumn Fire
3	ET	Existing Tree	
10	EG	Existing Grass	

The design intent of this landscape plan is to provide seasonal interest, safe sightlines to drivers and pedestrians, and low maintenance. The plants for this design have been carefully selected to meet all the needs of the client.

The native plants chosen throughout the design will benefit the environment through reduced water use, and less need for pesticides and fertilizers. Native plants can result in lower long term maintenance costs, increased plant hardiness, and increased biodiversity.

The trees that have been selected will guide traffic, provide shade, and frame views. As a rule, trees require less maintenance than shrubs. Their initial cost is small compared to their advantages and the long term increase in the value of the property.

The trees, shrubs, and perennials have also been selected for salt resistance (considering winter parking lot and sidewalk care) dry conditions, and with the exception of the trees, they are all three feet or less in height at maturity.

All of the shrubs on this plan are drawn to the mature width.



Project: Mason City Hall

Drawn by: Alexa LeBaron

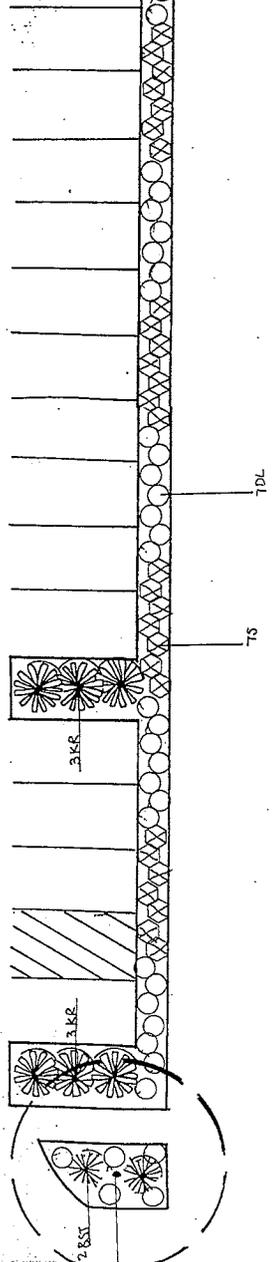
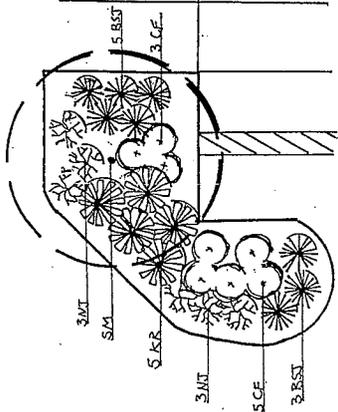
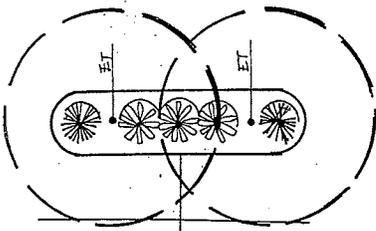
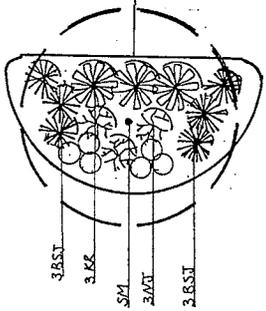
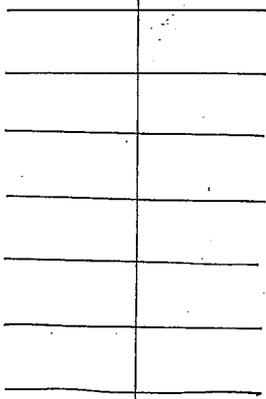
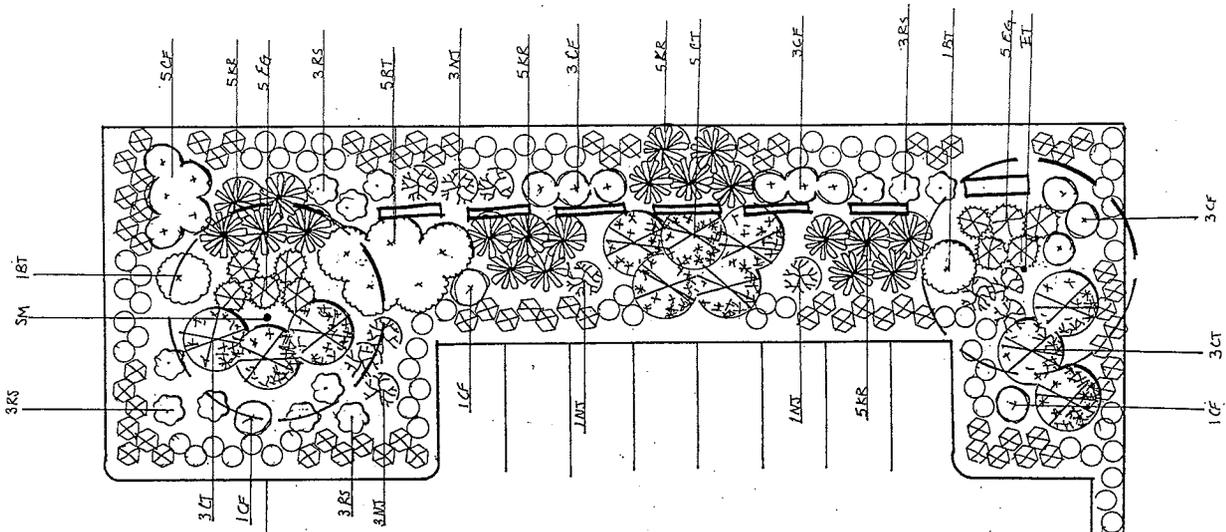
Property of: The Plant Professionals, Inc.

Scale 1/8"=1'

Drawing No. 1

Date: 12-2-13

Company Name: The Plant Professionals, Inc.  
16886 Turner Road, Lansing, MI 48906



Qty	Code	Scientific Name	Common Name
4	SM	Acer saccharum	Green Mountain' Sugar Maple
18	BJS	Juniperus squamata	Blue Star' Juniper
11	CT	Cotoneaster dammeri	Coral Beauty'
37	KR	Rosa	Knock Out'
20	NJ	Ceanothus americanus	New Jersey Tea
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All of the shrubs on this plan are drawn to the mature width.

# PROPOSAL 3

Snyder's Landscape  
Design Inc.





Matt Snyder-President

---

Po Box 267 | Dimondale MI 48821  
Matt@snyderslandscape.com  
Office: 517.646.5952  
Fax: 517.913.6020  
Cell: 517.204.6155

## REFERENCE SHEET

### Douglas J

Contact: Curt Lowe  
Phone: 517.230.5465  
E-mail: Curt.Lowe@douglasj.com  
4663 Ardmore Ave  
Okemos MI 48864

### CB Richard Ellis Martin

Contact: Heather Humphrey  
Phone: 517.351.2200  
E-mail: heather.humphrey@cbre.com  
1111 Michigan Ave Suite 201  
East Lansing MI 48823

### Hawk Hollow Properties

Contact: Camie Kessler  
Phone: 517.641.6303  
E-mail: [camiekesler@gmail.com](mailto:camiekesler@gmail.com)  
Hawk Hollow Properties  
Bath MI 48808

**SIGNATURE SHEET**

(Please type or print clearly in ink only)  
RFP Landscaping Services

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the RFP, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

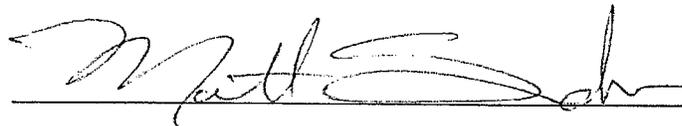
I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name and Address of Firm:

SNYDERS LANDSCAPE DESIGN INC  
P.O. Box 267  
Diamond Lake, MI 48821

Remit to Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Name (type/print): MATT SNYDER

Title: PRESIDENT

Telephone: (517) 646-5952 Fax No.: (517) 916-6020

Date: 11.20.13

# PROPOSAL 4

## Bluegrass Lawn and Landscape



781 Hull Road Mason, MI 48854 - (517) 676-9500 - Fax (517) 676-8925 - www.bluegrasslandscape.net

## Landscape Estimate

Client Information
Mason City Hall 201 W. Ash Mason, MI 48854 Landscape Improvements

Date	Estimate #
12/2/2013	1796
Terms	

Description	Qty	Total
<b>LANDSCAPE PROPOSAL</b>		
Removal of existing vegetation as needed to bare soil		4,500.00
Installation of boulder walls per design		6,000.00
-Walls will consist of one 14 lnft, 20 lnft, and six 12-14 lnft walls near statues		
-Wall height at 20-26"		
Install pavers per design		1,000.00
-Thinking that we can use the same pavers we used at the Fire Station		
-About 105 sqft		
80 Yds of topsoil, installed		2,500.00
Install plants per design, included will be fertilizer and a water absorption granule		9,700.00
-Prairie perennials will consist of combination of smaller perennials (under 24")		
Will include Allium, Carpet Sedum, Little Bunny Fountain grass, Walkers Low Catmint, Daylily, Asters, Coreopsis		
These areas will also have some accent boulders		
-One year warranty on plant material		
38 Yds of hardwood mulch, includes preen		2,000.00
-Optional: Install dyed material (will hold color longer) ADD \$460		
24 Yds of stone mulch (1-6" in size)		3,000.00
-For island beds, includes landscape fabric		
Small turf area created, see design		400.00
Edging as needed (about 50 ft)		120.00
First Year Maintenance, includes: 5 weed control visits, 15 water applications, 1 cutback of perennials		1,850.00
OPTIONS FOR DESIGN - Delete boulder walls. Lower plant count. Create more turf areas with smaller beds. All would lower cost and have a dramatic change in the design look. The current design offers the most color and plant variation.		

Signature:	Print: <u>Doug Byers</u>	<b>Total</b>	<b>\$31,070.00</b>
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## BlueGrass Lawn & Landscape Projects

(Current projects our company has design/installed)

- 1. Serentiy Place Apartments** – 216 S Clinton in Grand Ledge  
Working with CapCon Construction out of Lansing. 517-887-4208. Will be complete in fall of 2013. It is a refurbished landscape that we designed and installed. Retaining walls and plantings.
- 2. Thorburn Residence** – 930 n Clark Rd in Dansville  
New construction house. Designed by BlueGrass Landscape. Features will include patio, boulder walls, outcropping steps, irrigation, grade and seed. Started in fall of 2013 and will complete in spring of 2014. Audrey Thorburn. 517-242-2600
- 3. Mason Fire Station** – 221 W Ash in Mason  
New design installed that includes water feature, paver pad, plantings, landscape lighting. Summer of 2012.



BlueGrass Landscape has been in business since April of 2000. BlueGrass Landscape was established in Mason and still works in the Mason area more than any other Mid-Michigan cities. We have maintained a very consistent growth rate over the past 5 years. We have been strengthening our design/install practices over those same years. BlueGrass incorporates many different features into our landscape projects. Combining hardscape, irrigation and water features with our designs is only part of what we offer.

The total number of customers that BlueGrass maintains varies. We do some maintenance work that keeps a consistent number of customers of the course of a season. But what we think is valuable is the number of referrals that we get from previous customers. Returning customers (customers that add-on to their landscape) continues to grow each year. Our areas of work include all of the Mid-Michigan area, although we have travelled for work. Indiana, Ann Arbor, New Buffalo are some of the areas that we have done install work.

During the summer, we employ about 18 people (2013). We grew from about 14 people last year and expect our 2014 total to be in the area of 25. We have grown our retail side of our business over the past two years. BlueGrass Landscape maintains 3-4 landscape crews, a maintenance crew, an irrigation crew, and our retail division. We feel that we can handle many aspects of the landscape environment in an efficient manner.

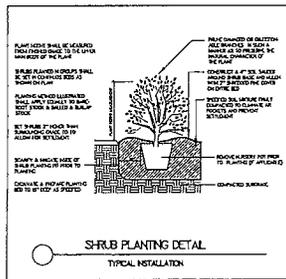
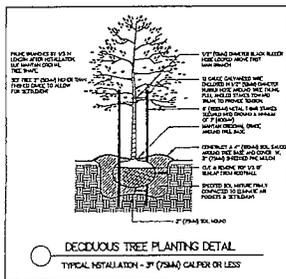
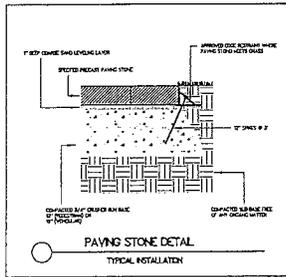
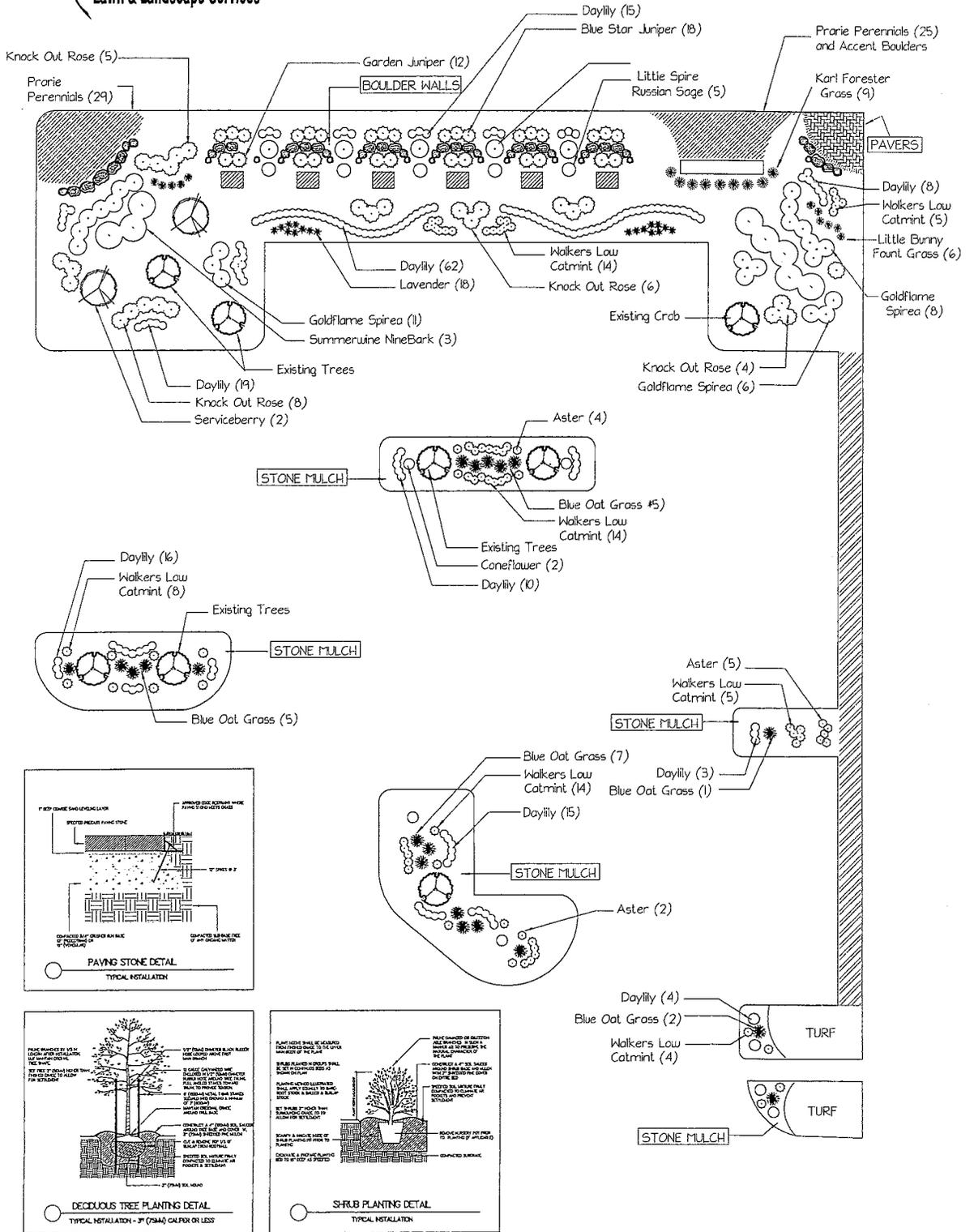
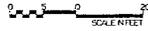
The City Hall landscape project is a project that we want to be a part of. We want to add some color and compliment the statues that will be a focal point of the landscape berm. Providing hardscapes (boulder walls) and color throughout the year will help accomplish our goal. With Any design work a clear communication with the owner is necessary. Before work any work begins, we will make sure that everyone is on the same page and if changes are needed, we do so at the beginning.

If awarded the contract – contact information would be through Doug Byers. Vice President. 517-490-0449. [doug@bluegrasslandscape.net](mailto:doug@bluegrasslandscape.net)

Individuals working on the project Troy Schniers. Has worked with BlueGrass now for three years. Graduated from MSU in turf management. Also Nick Shank will be working on the project. Another graduate from MSU horticulture. Then we would probably have some summer help (typically college students working as a summer job). Total of 4-5 employees working onsite as needed.

# Mason City Hall

## Landscape Plan



**SIGNATURE SHEET**

(Please type or print clearly in ink only)  
RFP Landscaping Services

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the RFP, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name and Address of Firm:

BLUEGRASS LAWN & LANDSCAPE  
781 HULL RD  
MASON, MI 48854

Remit to Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Name (type/print): DOUGLAS BYERS

Title: VICE PRESIDENT

Telephone: (517) 676-9500 Fax No.: (517) 676-8925

Date: 12/2/13

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE	% BDDT USED
		AMENDED BUDGET	NORMAL	11/30/2013	(ABNORMAL)	MONTH 11/30/2013	INCREASE (DECREASE)		
Fund 101 - GENERAL FUND									
Revenues									
215.00	CLERK	100.00		22.69		0.00		77.31	22.69
254.00	TREASURER/FINANCE	4,969,430.00		2,843,240.44		19,717.35		2,126,189.56	57.21
271.00	FORESTRY	29,770.00		3,000.00		0.00		26,770.00	10.08
276.00	CEMETERY	31,250.00		28,503.50		7,754.00		2,746.50	91.21
301.00	POLICE DEPARTMENT	71,610.00		51,678.10		3,450.91		19,931.90	72.17
336.00	FIRE DEPARTMENT	161,560.00		79,821.59		37,019.29		81,738.41	49.41
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00		0.00		33,000.00	0.00
528.00	REFUSE COLLECTION	340,100.00		341,515.20		0.00		(1,415.20)	100.42
747.00	COMMUNITY GARDEN	250.00		35.00		0.00		215.00	14.00
751.00	RECREATION	5,750.00		11,650.00		20.00		(5,900.00)	202.61
758.00	PUBLIC ART	10,000.00		5,000.00		5,000.00		5,000.00	50.00
850.00	WORKERS COMPENSATION	43,520.00		11,963.00		0.00		31,557.00	27.49
TOTAL Revenues		5,696,340.00		3,376,429.52		72,961.55		2,319,910.48	59.27
Expenditures									
101.00	COUNCIL	40,585.00		18,937.72		1,105.00		21,647.28	46.66
172.00	ADMINISTRATOR	240,980.00		76,050.47		15,546.02		164,929.53	31.56
209.00	ASSESSING	47,205.00		19,057.05		3,804.03		28,147.95	40.37
247.00	BOARD OF REVIEW	650.00		90.00		0.00		560.00	13.85
254.00	TREASURER/FINANCE	472,590.00		151,939.59		31,021.59		320,650.41	32.15
260.00	TECHNOLOGY	80,945.00		12,636.23		2,432.00		68,308.77	15.61
262.00	ELECTIONS	117,370.00		43,909.03		8,641.91		73,460.97	37.41
265.00	BUILDING OFFICIAL/CITY HALL	154,580.00		52,572.33		14,864.00		102,007.67	34.01
266.00	LEGAL/ATTORNEY	87,125.00		40,266.05		8,128.35		46,858.95	46.22
268.00	PARK STREET PROPERTY	41,985.00		0.00		0.00		41,985.00	0.00
269.00	PROPERTY	471,720.00		305,211.29		650.00		166,508.71	64.70
271.00	FORESTRY	63,465.00		9,848.46		3,880.68		53,616.54	15.52
272.00	ADMINISTRATIVE SERVICES	239,420.00		106,690.74		8,435.47		132,729.26	44.56
276.00	CEMETERY	220,160.00		44,550.96		4,271.69		175,609.04	20.24
305.00	POLICE ADMINISTRATION	326,065.00		116,858.12		20,386.47		209,206.88	35.84
315.00	CROSSING GUARDS	23,975.00		6,001.87		2,066.88		17,973.13	25.03
316.00	POLICE PATROLLING	1,004,145.00		328,713.84		81,476.74		675,431.16	32.74
336.00	FIRE DEPARTMENT	483,425.00		167,046.49		78,004.75		316,378.51	34.55
380.00	PLANNING/ZONING OFFICIAL	116,355.00		45,953.73		8,779.46		70,401.27	39.49
426.00	CIVIL DEFENSE	615.00		0.00		0.00		615.00	0.00
428.00	DISASTER ACCOUNT	100.00		0.00		0.00		100.00	0.00
441.00	PUBLIC SERVICES	5,620.00		1,575.31		252.42		4,044.69	28.03
447.00	ENGINEERING	290.00		0.00		0.00		290.00	0.00
448.00	STREET LIGHTING	125,700.00		50,154.39		9,295.95		75,545.61	39.90
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00		0.00		33,000.00	0.00
528.00	REFUSE COLLECTION	339,570.00		135,031.53		27,121.09		204,538.47	39.77
747.00	COMMUNITY GARDEN	530.00		626.85		77.36		(96.85)	118.27
756.00	PARKS AND BALL DIAMONDS	127,895.00		55,820.31		7,181.56		72,074.69	43.65
758.00	PUBLIC ART	15,000.00		10,000.00		3,400.00		5,000.00	66.67
775.00	SENIOR CITIZENS	8,040.00		2,225.00		425.00		5,815.00	27.67
790.00	LIBRARY	8,020.00		3,026.01		0.00		4,993.99	37.73
806.00	CHRISTMAS DECORATIONS	6,945.00		2,490.39		2,490.39		4,454.61	35.86
807.00	CABLE COMMISSION	4,560.00		1,800.00		300.00		2,760.00	39.47
808.00	PLANNING COMMISSION	755.00		94.84		11.23		660.16	12.56
850.00	WORKERS COMPENSATION	43,520.00		23,926.00		11,963.00		19,594.00	54.98
855.00	RETIREE BENEFITS	94,770.00		44,703.50		7,689.03		50,066.50	47.17
890.00	CONTINGENCIES	61,900.00		0.00		0.00		61,900.00	0.00
999.00	SURPLUS	586,765.00		639,489.99		101,833.40		(52,724.99)	108.99

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
	TOTAL Expenditures	5,696,340.00		2,517,298.09	465,535.47		3,179,041.91	44.19
Fund 101:								
	TOTAL REVENUES	5,696,340.00		3,376,429.52	72,961.55		2,319,910.48	59.27
	TOTAL EXPENDITURES	5,696,340.00		2,517,298.09	465,535.47		3,179,041.91	44.19
	NET OF REVENUES & EXPENDITURES	0.00		859,131.43	(392,573.92)		(859,131.43)	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE BALANCE	% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 202 - MAJOR STREETS FUND							
000.00	Revenues	1,353,035.00		740,897.51	132,524.20	612,137.49	54.76
	TOTAL Revenues	1,353,035.00		740,897.51	132,524.20	612,137.49	54.76
Expenditures							
000.00		56,130.00		0.00	0.00	56,130.00	0.00
451.00	STREET/ROAD CONSTRUCTION	996,135.00		537,656.59	0.00	458,478.41	53.97
463.00	STREET MAINTENANCE	129,240.00		49,102.74	9,672.01	80,137.26	37.99
474.00	TRAFFIC SERVICES	24,640.00		4,807.72	305.93	19,832.28	19.51
478.00	WINTER MAINTENANCE	36,850.00		2,019.33	0.00	34,830.67	5.48
482.00	STREET ADMIN/GEN EXP	110,040.00		0.00	0.00	110,040.00	0.00
	TOTAL Expenditures	1,353,035.00		593,586.38	9,977.94	759,448.62	43.87
Fund 202:							
	TOTAL REVENUES	1,353,035.00		740,897.51	132,524.20	612,137.49	54.76
	TOTAL EXPENDITURES	1,353,035.00		593,586.38	9,977.94	759,448.62	43.87
	NET OF REVENUES & EXPENDITURES	0.00		147,311.13	122,546.26	(147,311.13)	100.00

PERIOD ENDING 11/30/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013		AVAILABLE BALANCE	% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)		INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 203 - LOCAL STREETS FUND								
Revenues								
000.00		198,005.00		35,451.45		10,590.84	162,553.55	17.90
TOTAL Revenues		198,005.00		35,451.45		10,590.84	162,553.55	17.90
Expenditures								
463.00	STREET MAINTENANCE	146,890.00		49,081.61		10,386.72	97,808.39	33.41
474.00	TRAFFIC SERVICES	8,725.00		1,263.17		0.00	7,461.83	14.48
478.00	WINTER MAINTENANCE	30,390.00		1,831.87		0.00	28,558.13	6.03
482.00	STREET ADMIN/GEN EXP	12,000.00		0.00		0.00	12,000.00	0.00
TOTAL Expenditures		198,005.00		52,176.65		10,386.72	145,828.35	26.35
Fund 203:								
TOTAL REVENUES		198,005.00		35,451.45		10,590.84	162,553.55	17.90
TOTAL EXPENDITURES		198,005.00		52,176.65		10,386.72	145,828.35	26.35
NET OF REVENUES & EXPENDITURES		0.00		(16,725.20)		204.12	16,725.20	100.00

User: MW

DB: Mason City

PERIOD ENDING 11/30/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013		AVAILABLE BALANCE	% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)		INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
000.00		125,500.00		39,813.27		(2,019.00)	85,686.73	31.72
TOTAL Revenues		125,500.00		39,813.27		(2,019.00)	85,686.73	31.72
Expenditures								
000.00		125,500.00		20,946.73		23.99	104,553.27	16.69
TOTAL Expenditures		125,500.00		20,946.73		23.99	104,553.27	16.69
Fund 248:								
TOTAL REVENUES		125,500.00		39,813.27		(2,019.00)	85,686.73	31.72
TOTAL EXPENDITURES		125,500.00		20,946.73		23.99	104,553.27	16.69
NET OF REVENUES & EXPENDITURES		0.00		18,866.54		(2,042.99)	(18,866.54)	100.00

PERIOD ENDING 11/30/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE		% BDTG USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 250 - LOCAL DEV. FINANCE AUTHORITY								
Revenues								
000.00		422,820.00		1,649,969.65	662.89	(1,227,149.65)		390.23
<b>TOTAL Revenues</b>		<b>422,820.00</b>		<b>1,649,969.65</b>	<b>662.89</b>	<b>(1,227,149.65)</b>		<b>390.23</b>
Expenditures								
691.00	L.D.F.A.	422,820.00		38,305.00	0.00	384,515.00		9.06
<b>TOTAL Expenditures</b>		<b>422,820.00</b>		<b>38,305.00</b>	<b>0.00</b>	<b>384,515.00</b>		<b>9.06</b>
Fund 250:								
TOTAL REVENUES								
		422,820.00		1,649,969.65	662.89	(1,227,149.65)		390.23
TOTAL EXPENDITURES								
		422,820.00		38,305.00	0.00	384,515.00		9.06
NET OF REVENUES & EXPENDITURES								
		0.00		1,611,664.65	662.89	(1,611,664.65)		100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED	BUDGET	11/30/2013	NORMAL (ABNORMAL)	MONTH 11/30/2013	INCREASE (DECREASE)	BALANCE	% BDTG
								NORMAL (ABNORMAL)	USED
Fund 297 - ECONOMIC DEVELOPMENT COMM.									
Revenues									
000.00		70.00		26.14		5.38		43.86	37.34
TOTAL Revenues		70.00		26.14		5.38		43.86	37.34
Expenditures									
000.00		70.00		0.00		0.00		70.00	0.00
TOTAL Expenditures		70.00		0.00		0.00		70.00	0.00
Fund 297:									
TOTAL REVENUES		70.00		26.14		5.38		43.86	37.34
TOTAL EXPENDITURES		70.00		0.00		0.00		70.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		26.14		5.38		(26.14)	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE BALANCE	% BDDT USED
		BUDGET	AMENDED				
Fund 353 - 1992 LDFA BOND							
Revenues							
000.00		0.00		36,505.00	0.00	(36,505.00)	100.00
TOTAL Revenues		0.00		36,505.00	0.00	(36,505.00)	100.00
Expenditures							
000.00		0.00		36,505.00	0.00	(36,505.00)	100.00
TOTAL Expenditures		0.00		36,505.00	0.00	(36,505.00)	100.00
Fund 353:							
TOTAL REVENUES		0.00		36,505.00	0.00	(36,505.00)	100.00
TOTAL EXPENDITURES		0.00		36,505.00	0.00	(36,505.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2013	NORMAL (ABNORMAL)	MONTH 11/30/2013	INCREASE (DECREASE)	BALANCE	% BDDT USED
Fund 592 - WATER/SEWER FUND									
000.00	Revenues	3,566,290.00		1,149,801.59		205,878.07		2,416,488.41	32.24
	TOTAL Revenues	3,566,290.00		1,149,801.59		205,878.07		2,416,488.41	32.24
Expenditures									
545.00	WATER & SEWER ADMINISTRATION	41,110.00		16,867.85		3,337.72		24,242.15	41.03
546.00	SEWER IMPROVEMENT	44,310.00		0.00		0.00		44,310.00	0.00
548.00	SEWER MAINTENANCE	288,865.00		40,173.24		3,757.28		248,691.76	13.91
555.00	WASTEWATER TREATMENT PLANT	871,315.00		273,530.49		43,393.13		597,784.51	31.39
556.00	WATER MAINTENANCE	385,280.00		140,969.05		25,909.85		244,310.95	36.59
557.00	STORM SEWER PROGRAM	26,575.00		0.00		0.00		26,575.00	0.00
558.00	WATER IMPROVEMENT	405,175.00		277,502.26		240.00		127,672.74	68.49
559.00	WATER TREATMENT PLANT	838,660.00		203,032.33		30,776.91		635,627.67	24.21
566.00	ALLOWANCE FOR DEPRECIATION	665,000.00		0.00		0.00		665,000.00	0.00
	TOTAL Expenditures	3,566,290.00		952,075.22		107,414.89		2,614,214.78	26.70

Fund 592:									
	TOTAL REVENUES	3,566,290.00		1,149,801.59		205,878.07		2,416,488.41	32.24
	TOTAL EXPENDITURES	3,566,290.00		952,075.22		107,414.89		2,614,214.78	26.70
	NET OF REVENUES & EXPENDITURES	0.00		197,726.37		98,463.18		(197,726.37)	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE		% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 612 - MASON BUILDING AUTHORITY								
Revenues								
000.00		277,745.00		115,073.51	0.02	162,671.49	41.43	
TOTAL Revenues		277,745.00		115,073.51	0.02	162,671.49	41.43	
Expenditures								
000.00		277,745.00		115,069.99	0.00	162,675.01	41.43	
TOTAL Expenditures		277,745.00		115,069.99	0.00	162,675.01	41.43	
Fund 612:								
TOTAL REVENUES		277,745.00		115,073.51	0.02	162,671.49	41.43	
TOTAL EXPENDITURES		277,745.00		115,069.99	0.00	162,675.01	41.43	
NET OF REVENUES & EXPENDITURES		0.00		3.52	0.02	(3.52)	100.00	

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 11/30/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	BDGT % USED
Fund 661 - MOTOR VEHICLE POOL						
Revenues						
000.00		344,725.00	57,425.04	1,274.58	287,299.96	16.66
TOTAL Revenues		344,725.00	57,425.04	1,274.58	287,299.96	16.66
Expenditures						
567.00	SHOP & BLDG. MAINTENANCE	44,010.00	1,033.90	155.61	42,976.10	2.35
568.00	EQUIPMENT MAINTENANCE	170,615.00	74,057.46	9,943.01	96,557.54	43.41
901.00	EQUIPMENT-CAPITAL OUTLAY	130,100.00	63,994.25	30,710.42	66,105.75	49.19
TOTAL Expenditures		344,725.00	139,085.61	40,809.04	205,639.39	40.35
Fund 661:						
TOTAL REVENUES		344,725.00	57,425.04	1,274.58	287,299.96	16.66
TOTAL EXPENDITURES		344,725.00	139,085.61	40,809.04	205,639.39	40.35
NET OF REVENUES & EXPENDITURES		0.00	(81,660.57)	(39,534.46)	81,660.57	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL (ABNORMAL)	11/30/2013	NORMAL (ABNORMAL)	MONTH 11/30/2013	INCREASE (DECREASE)	BALANCE	% BDT	
									USED	
Fund 702 - RAYNER BOND FUND										
Revenues										
000.00		33,000.00	14,226.24	14,226.24		4,802.33		18,773.76	43.11	
TOTAL Revenues		33,000.00	14,226.24	14,226.24		4,802.33		18,773.76	43.11	
Expenditures										
000.00		33,000.00	7,937.28	7,937.28		0.00		25,062.72	24.05	
TOTAL Expenditures		33,000.00	7,937.28	7,937.28		0.00		25,062.72	24.05	
Fund 702:										
TOTAL REVENUES		33,000.00	14,226.24	14,226.24		4,802.33		18,773.76	43.11	
TOTAL EXPENDITURES		33,000.00	7,937.28	7,937.28		0.00		25,062.72	24.05	
NET OF REVENUES & EXPENDITURES		0.00	6,288.96	6,288.96		4,802.33		(6,288.96)	100.00	

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 11/30/2013	ACTIVITY FOR MONTH 11/30/2013	AVAILABLE BALANCE	% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 711 - CEMETERY TRUST FUND							
Revenues							
000.00		4,300.00		2,863.83	1,479.91	1,436.17	66.60
TOTAL Revenues		4,300.00		2,863.83	1,479.91	1,436.17	66.60
Expenditures							
000.00		4,300.00		0.00	0.00	4,300.00	0.00
TOTAL Expenditures		4,300.00		0.00	0.00	4,300.00	0.00
Fund 711:							
TOTAL REVENUES		4,300.00		2,863.83	1,479.91	1,436.17	66.60
TOTAL EXPENDITURES		4,300.00		0.00	0.00	4,300.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		2,863.83	1,479.91	(2,863.83)	100.00

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 11/30/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGT USED
Fund 812 - SPECIAL ASSESSMENT FUND						
Revenues						
000.00		201,640.00	46,797.53	107.04	154,842.47	23.21
TOTAL Revenues		201,640.00	46,797.53	107.04	154,842.47	23.21
Expenditures						
000.00		201,640.00	85,170.00	0.00	116,470.00	42.24
TOTAL Expenditures		201,640.00	85,170.00	0.00	116,470.00	42.24
Fund 812:						
TOTAL REVENUES		201,640.00	46,797.53	107.04	154,842.47	23.21
TOTAL EXPENDITURES		201,640.00	85,170.00	0.00	116,470.00	42.24
NET OF REVENUES & EXPENDITURES		0.00	(38,372.47)	107.04	38,372.47	100.00
TOTAL REVENUES - ALL FUNDS		12,223,470.00	7,265,280.28	428,267.81	4,958,189.72	59.44
TOTAL EXPENDITURES - ALL FUNDS		12,223,470.00	4,558,155.95	634,148.05	7,665,314.05	37.29
NET OF REVENUES & EXPENDITURES		0.00	2,707,124.33	(205,880.24)	(2,707,124.33)	100.00

# City of Mason

201 W. Ash St.  
P.O. Box 370  
Mason, MI 48854-0370  
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TDD 1-800-649-3777

## MEMORANDUM

**TO:** Honorable Mayor and Council Members  
**FROM:** Martin Colburn, City Administrator  
**DATE:** December 16, 2013  
**RE:** City Administrator's Report

### Public Administration Sustainability

The City of Mason has worked with a number of interns throughout the years, and can now claim two significant successes. We all have been part of an experiment from which successes are starting to grow and show. As of a couple of weeks ago, Nathan Henne, a Masters in Public Administration student from Central Michigan University, just accepted a position at Spring Lake, Michigan. He had most recently been serving in a small town in Colorado, but decided to serve within the city management profession in Michigan. All the respective Council and senior staff had a part in helping this individual grow so that he has the capacity to serve Michigan communities for many years to come.

Most recently, I received notification that our first intern in Mason, from 1999-2000, Ryan Fellows, from the Mason area and a graduate of Grand Valley State University, has recently been offered and accepted the position of City Manager in Bangor, Michigan. Ryan has been serving as a Department Head and then Assistant City Manager in the City of New Buffalo, Michigan. The investment that we make in some of these students will pay back into these Michigan communities for many years to come. They both served Mason well and I wanted to thank you for your part in helping make them the City Managers they are and will be.

*"An investment in knowledge pays the best interest." Benjamin Franklin*

### Department of Natural Resources Recreation Passport Grant

The Department of Natural Resources has forwarded a congratulations letter with the approval for the City of Mason of a Recreation Local Development Grant in the amount of \$30,000. This grant is partial funding of a pedestrian bridge at the Hayhoe Riverwalk Trailhead located across from Maple Grove Cemetery along Jefferson Street. The total project is estimated to cost \$91,000. Staff has applied to the Dart Foundation for additional funding support. The City also has an option of using the Iva Bond Trust Fund monies. Of the 87 applications evaluated, totaling \$3.2 million in requests, only 19 projects were recommended for funding, totaling \$761,600.