

# CITY OF MASON

201 West Ash St.  
Mason, MI 48854-0370

City Hall 517-676-9155  
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## CITY COUNCIL MEETING - COUNCIL CHAMBER Monday, January 20, 2014

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. Authorize the Approval of a Brownfield Plan for Proposed Dart Bank Headquarters at 222 West Ash Street and 368 South Park Street.
    - Resolution 2014-04—Approve Ingham County Brownfield Redevelopment Authority Plan for Proposed Dart Bank Headquarters
7. Consent Agenda
  - A. Approval of Minutes
    - Regular Council Meeting: January 6, 2014
  - B. Approval of Bills
8. Regular Business
  - A. Resolution 2014-05- Authorize the City of Mason to Enter Into a Development Agreement for the Rehabilitation of 124 and 140 E. Ash Street
  - B. Motion – Request for Street Closures for the Fourth Annual Camino of Saint James 8K Run/5K Walk
9. Unfinished Business
10. New Business
11. Correspondence
  - Monthly Revenue and Expenditure Report
  - Quarterly Investment Report for Period Ending December 31, 2013
  - 2013 Silver Sponsor Certificate from the Chamber of Commerce
  - Resignation: Planning Commission, Kelli Green
12. Liaison Reports
13. Councilmember Reports
14. Administrator's Report
  - Mason 150 Legacy Tree Project
  - PNC Economist
15. Adjournment

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

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**Meeting Date:** January 20, 2014

**Agenda Item:** 6 (A)

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**AGENDA ITEM**

Resolution 2014-04—Approve Ingham County Brownfield Redevelopment Authority Plan for Proposed Dart Bank Headquarters

**EXHIBITS**

- Proposed Brownfield Plan dated January 13, 2014
- Memo from City Attorney McGinty, dated January 15, 2014
- Letter from Marilyn Crowley (MEDC) dated January 13, 2014

**STAFF REVIEW**

Administration

**SUMMARY STATEMENT**

Dart Bank was established in the City of Mason in 1925. They are developing plans to build a modern bank headquarters building at 222 West Ash Street (formerly INCO Graphics), moving from their current headquarters facility located at 368 South Park Street. Dart Bank purchased the adjacent INCO Graphics building in 2012. The building is over 50 years old and obsolete. Environmental reports demonstrated that there is evidence of environmental concerns that required abatement prior to demolition.

Their application for the creation of a Brownfield Plan through the Ingham County Brownfield Redevelopment Authority was accepted, and a Brownfield Plan has been developed to address eligible costs of this project.

The project plan consists of demolishing the buildings to accommodate the new headquarters structure, estimated to be a 25,000 square foot, three story office building. Dart has conducted environmental studies and has identified eligible activities to have a Brownfield Property Plan assist with their project. The total investment of the project is \$6.5 million, and will involve removing blight and obsolete buildings. Eligible activities for reimbursement are estimated at \$1,437,811.

There are two recent adjustments to this draft of the Brownfield Plan. The first was an addition of costs for the State of Michigan Redevelopment Fund of \$79,661. The second was the elimination of collected taxes from the Mason Public School's 2007 Sinking Fund, estimated at \$24,452. The State law mandates that collected state education tax dollars and school's operation funds be dispersed to the State of Michigan. The State makes the local school district whole. The estimated sunset of the captured incremental tax for the Brownfield is 2025.

**RECOMMENDED ACTION**

Move to approve Resolution 2014-04.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2014-04**

**RESOLUTION TO APPROVE INGHAM COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY PLAN FOR  
PROPOSED DART BANK HEADQUARTERS**

**January 20, 2014**

**WHEREAS**, in 1925 Dart Bank established its business within the City of Mason; and

**WHEREAS**, Dart Bank has determined to build a new, \$6.5 million, 25,000 square foot Corporate Headquarters at the old INCO Graphics building located at 222 West Ash Street and

**WHEREAS**, Dart Bank will demolish three buildings, located at 222 West Ash Street (Parcel # 33-19-10-08-235-026) and 368 South Park Street (Parcel # 33-19-10-08-235-025), removing blight and obsolete buildings; and

**WHEREAS**, they have identified eligible costs for reimbursement through a Brownfield Plan to remediate such properties totaling \$1,437,811.00; and

**WHEREAS**, on December 13, 2013 the Ingham County Brownfield Redevelopment Authority approved the Brownfield Plan for the proposed Dart Bank Headquarters; and

**WHEREAS**, on January 20, 2014 the Mason City Council held a public hearing to allow all persons to comment on the Ingham County Brownfield Plan for a proposed Dart Bank headquarters.

**BE IT HEREBY RESOLVED**, by the Mason City Council that the City of Mason accepts and approves the proposed Dart Bank Headquarters Brownfield Plan as established by the Ingham County Brownfield Redevelopment Authority for the reimbursement of eligible costs towards the proposed Dart Bank Headquarters located in Mason, Michigan.

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, January 20, 2014, the original of which is part of the City Council minutes.

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

**INGHAM COUNTY, MICHIGAN  
BROWNFIELD REDEVELOPMENT AUTHORITY  
BROWNFIELD PLAN**

**PROPOSED DART BANK HEADQUARTERS  
222 W. ASH STREET AND 368 S. PARK STREET  
CITY OF MASON, MICHIGAN**

**BROWNFIELD PLAN  
JANUARY 13, 2013**

INGHAM COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY  
CONTACT: SANDRA GOWER, ECONOMIC DEVELOPMENT COORDINATOR  
PHONE: (517) 676-7285

**PREPARED BY:**

Triterra  
1210 N. Cedar Street, Suite A  
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Phone: 517-853-2155

Approved by the Ingham County Brownfield Redevelopment Authority on  
12/13/2013

Approved by the City of Mason City Council on  
\_\_\_\_\_

Approved by Ingham County Board of Commissioners on  
\_\_\_\_\_

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Attachment A: Summary of Known Environmental Conditions

## **I. INTRODUCTION**

### **A. Plan Purpose**

The Ingham County Brownfield Redevelopment Authority (Authority or “ICBRA”), duly established by resolution of the Ingham County Board of Commissioners, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the County of Ingham, Michigan. The purpose of this Brownfield Plan (the “Plan”), to be implemented by the ICBRA, is to satisfy the requirements of Act 381 for the eligible property described below, designated as 222 W. Ash Street, City of Mason, Michigan (the “Property”), in the ICBRA Brownfield Plan (the “Plan”). The Property consists of two parcels of land totaling approximately 3.17 acres of land. One of the two parcels is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). In accordance with Act 381, the remaining parcel included in this brownfield plan is adjacent or contiguous to the facility-designated property and is estimated to increase the captured taxable value of the facility-designated parcel. The parcels are located within the boundaries of the City of Mason, Michigan.

The Plan will allow the ICBRA to use tax increment financing to reimburse Dart Bank (the Developer) for the costs of eligible activities required to redevelop this site with a new headquarters for Dart Bank (“Development”). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the local brownfield redevelopment incentives described herein.

### **B. Subject Property**



The Property presently consists of two parcels of land totaling approximately 3.17 acres of land. The parcel at 222 W. Ash Street consists of approximately 1.59 acres, developed with an approximately 36,000-square foot industrial building. The parcel at 368 S. Park

Street consists of approximately 1.58 acres of land developed with three commercial buildings ranging from approximately 938-square feet to approximately 5,144-square feet. The Property is situated in a commercial business district with nearby residential development. A summary of the two parcels are presented in the table below:

Eligible Property		
Address	Tax ID	Basis of Eligibility
222 W. Ash Street	33-19-10-08-235-026	Facility
368 S. Park Street	33-19-10-08-235-025	Adjacent to Facility

The general Property location, boundaries and historical features are shown on Figures 1, 2 and 3. The legal descriptions of the parcels are included in Table 1. The subject property includes all tangible personal property that now or in the future comes to be owned or installed on the Property.

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the 222 W. Ash Street parcel is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). The presence of contaminants at levels greater than generic residential use criteria is demonstrated by the results of a site assessment presented in the following document: Baseline Environmental Assessment (BEA) dated January 11, 2013, completed for 222 W. Ash Street, prepared by Mark Henne Environmental, LLC. A summary of known environmental conditions is included in Attachment A. The soil exceedances are also shown on Figure 4.

### **C. Project Description**

The redevelopment site is located in the downtown area of the City of Mason, adjacent to the City Hall and Fire Department. The Development project includes demolition of the three existing buildings to accommodate a new headquarters for Dart Bank. The buildings were constructed in the late 1960’s and contain asbestos containing materials that will require abatement prior to demolition. In addition to the existing buildings, former foundations from the previous residential structures and an auto sales shop may still remain on the Property and will need to be removed.

Improvements to the Property will consist of security measures (i.e., lighting), utility improvements, asphalt parking, retaining wall and construction of a new 25,000-square foot, three story office building. The banking will operate on the first floor and will include a drive through teller on the west side. Space for training and for future growth will be incorporated into the design. The redevelopment of this Property will require eligible activities that are necessary for purchasing and preparing the Property for redevelopment (i.e., Phase I ESA, demolishing the existing buildings, soil balancing, etc.).

The total anticipated investment into the redevelopment project is approximately \$6,500,000. The Development will result in the redevelopment and reuse of a vacant,

deteriorating, contaminated property in the city of Mason. This Development will improve the appearance of the area, reduce potential human health and environmental impacts from site contamination to nearby neighborhoods and add over \$3,000,000 of taxable value to the Property. This redevelopment will also result in the creation of 50 to 70 temporary construction related jobs. In addition to the construction related jobs, the redevelopment is anticipated to generate approximately 6 new jobs for the City of Mason and Ingham County.

Dart Bank is excited to build their new headquarters in the City where it all began approximately 90 years ago!

## **II. GENERAL DEFINITIONS AS USED IN THIS PLAN**

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

## **III. BROWNFIELD PLAN**

### **A. Description of Costs to Be Paid With Tax Increment Revenues and Summary of Eligible Activities**

The Developer will be reimbursed for the costs of eligible activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property redevelopment and captured by the ICBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

The total cost of activities eligible for reimbursement from tax increment revenues is projected to be \$1,437,811.

The eligible activities are summarized below:

#### **Environmental**

Phase I ESA and BEA .....	\$5,000
Due Care Activities (i.e., removal of impacted soil) .....	\$60,000

#### **Non-Environmental**

Hazardous Materials Assessment and Abatement .....	\$80,000
Demolition of Structures (three buildings and former foundations).....	\$380,000

Site Preparation

Civil/Geotechnical Engineering/Testing .....	\$60,000
Temporary utilities .....	\$50,000
Relocation of existing utilities.....	\$18,000
Excavation – soil balancing/grading .....	\$242,500
Site trailer .....	\$20,000
Temporary fencing/erosion control/traffic control.....	\$90,000

Public Infrastructure Improvements

Sidewalk.....	\$25,000
Parking lot asphalt.....	\$80,000
Retaining wall .....	\$60,000

Brownfield Plan/381 Work Plan.....	\$10,500
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**Estimated Costs of Eligible Activities .....** **\$1,181,000**

Contingency (15%).....	\$177,150
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**Total Estimated Costs of Eligible Activities .....** **\$1,358,150**

State Brownfield Redevelopment Fund.....	\$79,661
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**Total Local and State Tax Capture .....** **\$1,437,811**

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the ICBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Mason City Council.

**B. Estimate of Captured Taxable Value and Tax Increment Revenues**

The ICBRA will capture 100% of the incremental local and state school tax revenues generated from real and personal property to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The actual annual captured incremental taxable value and associated tax increment revenue will be determined by the ICBRA. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until the eligible brownfield costs are repaid or 30 years, whichever is shorter. As long as eligible activity costs do not exceed \$1,437,811. The impact of the ICBRA incremental tax capture on local and state taxing authorities is presented in the table below and in Table 2 (attached).

<b>Incremental Taxable Values</b>		
<b>Tax Year</b>	<b>Incremental Taxable Value</b>	<b>Projected Tax Increment Revenues</b>
2014	\$0	\$0
2015	\$2,259,378	\$132,855
2016	\$2,289,378	\$134,619
2017	\$2,319,678	\$136,401
2018	\$2,350,281	\$138,200
2019	\$2,381,190	\$140,018
2020	\$2,412,408	\$141,853
2021	\$2,443,938	\$143,707
2022	\$2,475,784	\$145,580
2023	\$2,507,948	\$147,471
2024	\$2,540,434	\$149,382
*2025	\$2,573,244	\$27,725
<b>Total</b>		<b>\$1,437,811</b>

\*Full available increment unnecessary in last year.  
 Unused portion is returned to taxing jurisdictions and is not shown here.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

**C. Method of Financing Plan Costs and Description of Advances by the Municipality**

The Developer is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the ICBRA nor the County of Ingham will advance any funds to finance the eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the ICBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

**D. Maximum Amount of Note or Bonded Indebtedness**

Not applicable.

**E. Duration of Brownfield Plan**

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following:

- Reimbursement of all eligible costs, cumulatively not to exceed \$1,437,811 or
- 30 years total tax capture after the first year of tax capture under this Plan.

The date for beginning tax capture shall be 2015, unless otherwise amended by the ICBRA.

**F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

The table on the following page presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the ICBRA under this Plan.

<b>Projected Impact to Taxing Jurisdictions</b>			
<b>Taxing Unit</b>	<b>Incremental Taxes Captured</b>	<b>Taxes Returned to Taxing Unit</b>	<b>Impact to Taxing Jurisdiction</b>
City of Mason	\$323,988	\$0	\$323,988
Ingham Inter. School District	\$146,420	\$0	\$146,420
Lansing Community College	\$93,093	\$0	\$93,093
Ingham County	\$249,319	\$0	\$249,319
Library	\$38,145	\$0	\$38,145
State Education Tax	\$146,711	\$0	\$146,711
Mason School District Operating	\$440,135	\$0	\$440,135
MPS Sinking 2007*	\$24,452	\$24,452	\$0
School Debt*	\$94,629	\$94,629	\$0
<b>Totals</b>	<b>\$1,556,892</b>	<b>\$119,081</b>	<b>\$1,437,811</b>

\* Increased by investment, but not captured, so no impact to taxing jurisdictions.

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

**G. Legal Description, Property Map, Property Characteristics and Personal Property**

The Property subject to this Brownfield Plan consists of two parcels of land located in the City of Mason. The Property is situated in a commercial business district with nearby residential development. A summary of the two parcels are presented in the table below:

<b>Eligible Property</b>		
<b>Address</b>	<b>Tax ID</b>	<b>Basis of Eligibility</b>
222 W. Ash Street	33-19-10-08-235-026	Facility
368 S. Park Street	33-19-10-08-235-025	Adjacent to Facility

The general Property location and boundaries are shown on Figures 1 and 2. The legal descriptions of the parcels are included in Table 1. The subject property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer.

**H. Estimates of Residents and Displacement of Families**

No occupied residences are involved in the redevelopment, no persons reside at the Site, and no families or individuals will be displaced as a result of this development.

Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

**I. Plan for Relocation of Displaced Persons**

No persons will be displaced as a result of this development. Therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

**J. Provisions for Relocation Costs**

No persons will be displaced as result of this development and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

**K. Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

**L. Description of the Proposed Use of Local Site Remediation Revolving Fund (LSRRF)**

No funds from the ICBRA LSRRF will be used to finance or reimburse eligible activities described in this Brownfield Plan. Excess tax increment revenues generated by this redevelopment will not be captured by the ICBRA for funding of its LSRRF in accordance to Public Act 381 of 1996.

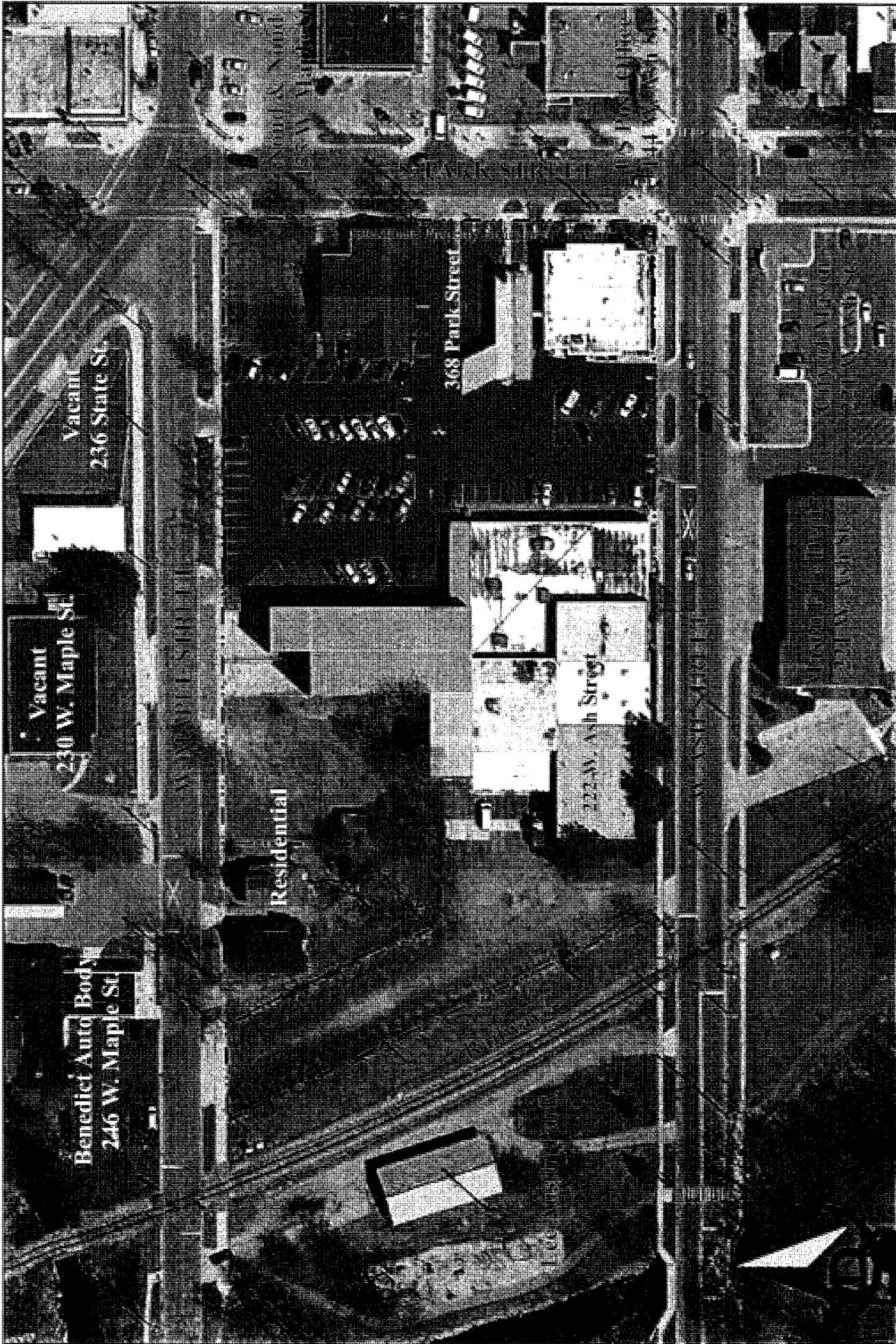
**M. Other Material that the Authority or Governing Body Considers Pertinent**

There is no other material that the ICBRA or governing body considers pertinent.

## **FIGURES**

- Figure 1: Property Location Map**
- Figure 2: Property Orientation Diagram**
- Figure 3: Historical Features Diagram**
- Figure 4: Soil Results Exceeding GRCC**





**TRIO**TERRA

**FIGURE 2**

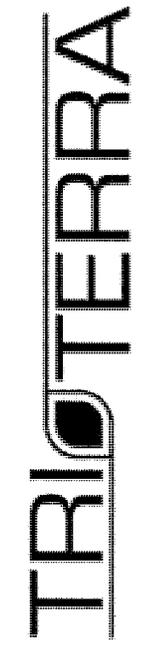
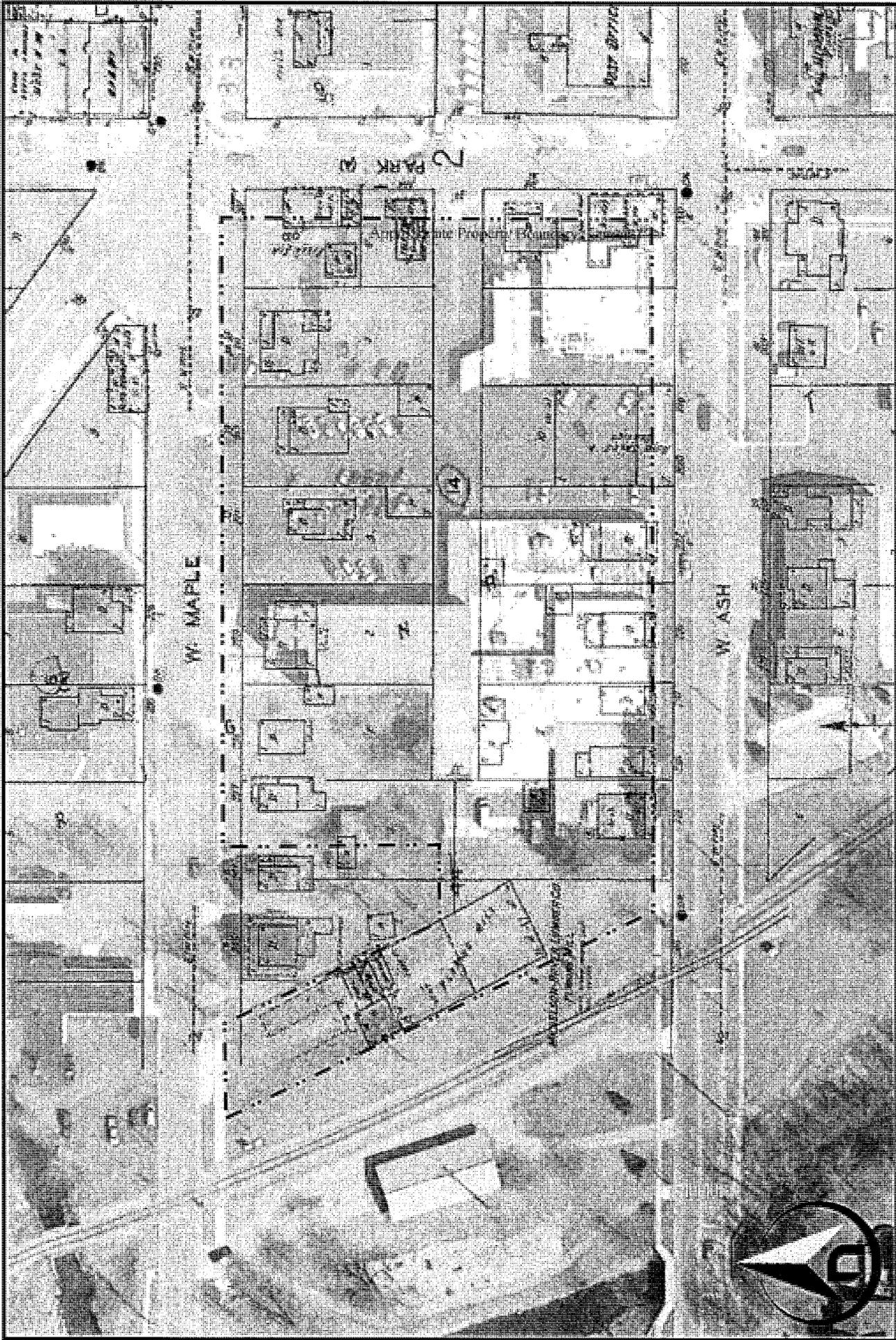
**PROPERTY ORIENTATION DIAGRAM**

**222 W. ASH STREET & 368 PARK STREET  
MASON, MICHIGAN 48854**

PROJECT NUMBER: 13-1300

DIAGRAM CREATED BY: ICOS

DATE: 11/18/13



**FIGURE 3**  
**HISTORICAL FEATURES DIAGRAM**

222 W. ASH STREET & 368 PARK STREET  
 MASON, MICHIGAN 48854

PROJECT NUMBER: 13-1300

DIAGRAM CREATED BY: ICS

DATE: 11/15/13

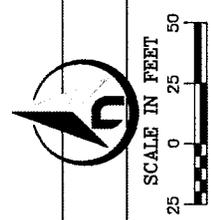
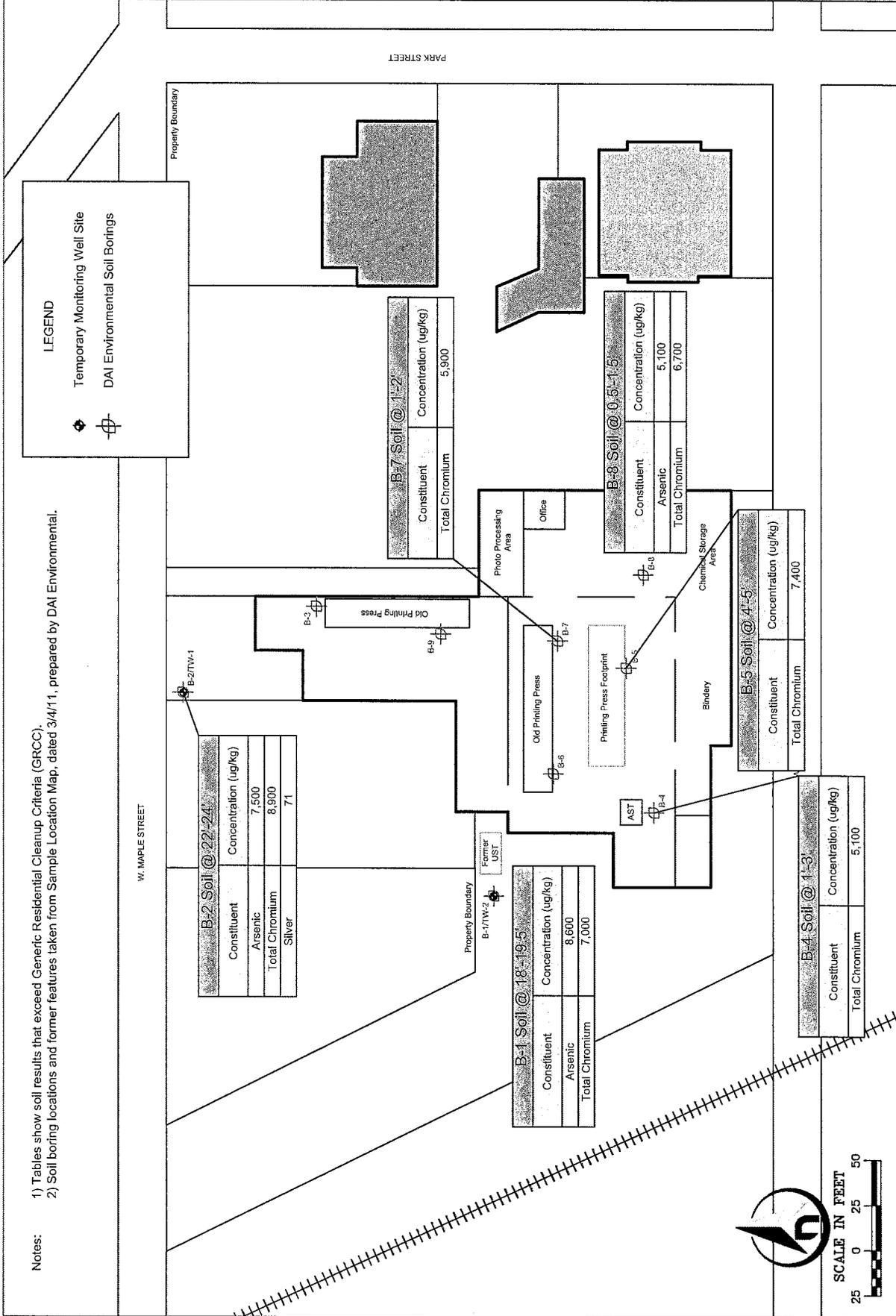


Diagram is for illustrative purposes only. Exact locations of items shown on figure may slightly vary.

## **TABLES**

**Table 1: Legal Descriptions of the Property**

**Table 2: Summary of TIF and Reimbursement of Eligible Activities**

## Proposed Dart Bank Headquarters

Table 1 – Legal Descriptions of the Property

<u>Tax ID</u>	<u>Property Address</u>	<u>Legal Descriptions</u>
33-19-10-08-235-026	222 W. Ash Street	THAT PART OF LOTS 1 & 2 IN BLK 44 CITY OF MASON CONSOLIDATED PLAT LYING WLY OF A LINE 110 FT E & PLL TO C/L PCRR ALSO E 5 FT LOT 1 & ENTIRE LOTS 2, 7, 8 & 9 OF BLK 14 ORIG PLAT ALSO ADJ VAC ALLEY TO SD LOTS IN BLK 14, SEC 8 T2N R1W CITY OF MASON, INGHAM CO
33-19-10-08-235-025	368 S. Park Street	LOTS 3, 4, 5, 6, 10, 11 & 12, BLOCK 14, ALSO THAT PART OF ADJ VAC. ALLEY IN BLOCK 14, SEC 8 T2N R1W CITY OF MASON, INGHAM CO

Table 2  
 Summary of TIF and Reimbursement of Eligible Activities  
 Proposed Dart Bank Headquarters  
 City of Mason, MI

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Base Taxable Value (TV)	740,622	740,622	740,622	740,622	740,622	740,622	740,622	740,622	740,622	740,622	740,622	740,622
Projected Annual Increase in TV - Commercial/Office	0	0	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
TV After Improvement	740,622	3,030,000	3,090,300	3,121,812	3,153,030	3,184,560	3,216,406	3,248,570	3,281,056	3,313,866	3,347,004	3,380,474
Total Captured TV	0	2,259,378	2,349,378	2,359,378	2,369,378	2,379,378	2,389,378	2,399,378	2,409,378	2,419,378	2,429,378	2,439,378
Millages												
City of Mason	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25
Ingham ISD	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881	5.9881
LCC	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072	3.8072
Ingham County	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963	10.1963
Library	1.56	1.56	1.56	1.56	1.56	1.56	1.56	1.56	1.56	1.56	1.56	1.56
State Education Tax	6	6	6	6	6	6	6	6	6	6	6	6
Mason Public Schools Operating	18	18	18	18	18	18	18	18	18	18	18	18
Total Millage	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160	58.80160
Yearly Captured Tax												
City of Mason	\$ -	\$ 29,937	\$ 30,334	\$ 30,736	\$ 31,141	\$ 31,551	\$ 31,964	\$ 32,382	\$ 32,804	\$ 33,230	\$ 33,661	\$ 34,095
Ingham ISD	\$ -	\$ 13,529	\$ 13,709	\$ 13,890	\$ 14,074	\$ 14,259	\$ 14,446	\$ 14,635	\$ 14,825	\$ 15,018	\$ 15,212	\$ 15,409
LCC	\$ -	\$ 8,602	\$ 8,716	\$ 8,831	\$ 8,948	\$ 9,066	\$ 9,185	\$ 9,305	\$ 9,426	\$ 9,548	\$ 9,672	\$ 9,797
Ingham County	\$ -	\$ 29,037	\$ 29,349	\$ 29,652	\$ 29,954	\$ 30,257	\$ 30,559	\$ 30,861	\$ 31,164	\$ 31,467	\$ 31,770	\$ 32,073
Library	\$ -	\$ 5,525	\$ 5,571	\$ 5,619	\$ 5,666	\$ 5,715	\$ 5,763	\$ 5,813	\$ 5,862	\$ 5,912	\$ 5,963	\$ 6,014
State Education Tax	\$ -	\$ 13,556	\$ 13,736	\$ 13,918	\$ 14,102	\$ 14,287	\$ 14,474	\$ 14,664	\$ 14,855	\$ 15,048	\$ 15,243	\$ 15,439
Mason Public Schools Operating	\$ -	\$ 40,669	\$ 41,209	\$ 41,754	\$ 42,305	\$ 42,861	\$ 43,423	\$ 43,991	\$ 44,564	\$ 45,143	\$ 45,728	\$ 46,318
Total Capture Available	\$ -	\$ 132,855	\$ 134,619	\$ 136,401	\$ 138,200	\$ 140,018	\$ 141,853	\$ 143,707	\$ 145,580	\$ 147,471	\$ 149,382	\$ 151,311
Local Tax Increment	\$ -	\$ 79,630	\$ 79,674	\$ 79,719	\$ 79,764	\$ 79,809	\$ 79,854	\$ 79,900	\$ 79,946	\$ 79,992	\$ 80,038	\$ 80,084
State/Local School Tax Increment	\$ -	\$ 54,225	\$ 54,945	\$ 55,672	\$ 56,407	\$ 57,149	\$ 57,898	\$ 58,655	\$ 59,419	\$ 60,191	\$ 60,970	\$ 61,758
Cumulative Captured Taxes	\$ -	\$ 132,855	\$ 267,474	\$ 403,875	\$ 542,075	\$ 682,093	\$ 823,946	\$ 967,654	\$ 1,113,234	\$ 1,260,705	\$ 1,410,087	\$ 1,561,398
State-Backfilled Redevelopment Funds												
Capture for State Redevelopment Fund	0	6,778	6,868	6,959	7,051	7,144	7,237	7,332	7,427	7,524	7,621	7,720
Cumulative State Capture	0	6,778	13,646	20,605	27,656	34,800	42,037	49,369	56,796	64,320	71,941	79,661
Reimbursement of Eligible Activities for the Developer												
Annual Total Tax Capture (State and Local Tax)	0	126,077	127,751	129,442	131,149	132,874	134,616	136,376	138,153	139,948	141,760	20,005
Remaining State and Local Tax Increment Reimbursement	1,356,150	1,232,079	1,104,322	974,880	843,731	720,857	576,241	439,865	301,712	161,765	20,005	0

1.3 mills shall be taken from State Education Tax

## **Attachment A**

### **Summary of Known Environmental Conditions**

**Summary of Known Environmental Conditions  
Proposed Dart Bank Headquarters  
222 W. Ash Street and 368 S. Park Avenue  
City of Mason, Michigan**

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The above reference property (the Property) was used for residential purposes from at least 1929 to the 1960s. A total of eleven residential structures were located on the Property. A lumber mill operated on the western portion of the Property from at least 1929 to approximately 1944. A gasoline filling station and an automotive repair shop operated on the eastern portion of the Property in the 1940s. Two underground storage tanks (USTs) were located on the northeastern portion of the Property. No records were reviewed indicating the USTs were removed from the ground. In 1968, an industrial building was constructed on the western portion of the Property. A printing shop (Inco Graphic) operated on the Property from 1968 to approximately 2010.

In 2011, nine soil borings were advanced on the Property. The borings were advanced to assess the historical printing operation on the western portion of the Property. A total of 8 soil samples and 2 groundwater samples have been collected from the Property and submitted for laboratory analysis of one or more of the following: volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and 10 Michigan Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc). The following table summarizes the constituents that exceeded the Part 201 Generic Residential Cleanup Criteria (GRCC) identified during the 2011 subsurface investigations.

**Soil Analytical Results that Exceed GRCC**

CONSTITUENT/ CAS NUMBER	MAXIMUM CONCENTRATION (µg/kg)	RESIDENTIAL CRITERIA EXCEEDED
Arsenic 7440382	8,600	DW/GSI/DCC
Chromium 18540299	8,900	GSI
Silver 7440224	71	GSI

Note: DW = Drinking Water Protection Criteria; GSI = Groundwater-Surface Water Interface Protection Criteria; DCC=Direct Contact Criteria; Concentrations reported in ppb (parts per billion or µg/kg).

Various VOCs and PAHs were detected in the groundwater collected from the Property. However the detections were below the Part 201 GRCC.

As a result of the 2011 subsurface investigation, the Property is a “facility” as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). The soil boring locations and soil exceedences are shown on Figure 4.

Based on the history of the Property, unknown environmental conditions (i.e., impacted soil, USTs) may be encountered during construction activities.

**McGINTY, HITCH, HOUSEFIELD, PERSON,  
YEADON & ANDERSON, P.C.**

MEMORANDUM

TO: Martin A. Colburn, City Administrator  
FROM: Dennis E. McGinty, City Attorney *DEM*  
RE: **DART BANK BROWNFIELD PLAN**  
DATE: January 15, 2014

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Thank you for sending me a copy of the proposed Brownfield Redevelopment Plan for the Dart Bank Redevelopment which was prepared by Ingham County for the Ingham County BRA. I have reviewed the proposed plan and find that it is very similar in form to several other such plans which we have reviewed for other municipal projects and with which we are familiar. It follows the standard form that is customarily used for such projects which I believe MEDC has approved and encourages municipal Brownfield Authorities to use. It seems to address all of the elements for such a plan as required by Act 381, and contains all of the information required by section 13(1) of the Act. It also appears to fully and accurately describe the project and the development plan for the site. I would therefore recommend that it be presented to the City Council as written for the public hearing and approval at its meeting on January 20, 2014.

There will, however, also be a separate Brownfield Reimbursement Agreement which will need to be signed at a later date. This agreement will have provisions important to the City including how and when eligible costs will be reimbursed to the Developer and remedies for non-performance. This agreement is mentioned in the Plan. I would recommend that you request a draft of this agreement once it is available and let us review it to see if there are any changes necessary to protect the City's interest in this project.

Thank you for the opportunity to review this document.

bks



## MEMORANDUM

TO: Sandy Gower, Director, Ingham County Economic Development Corporation  
Martin Colburn, City Administrator, City of Mason  
JP Buckingham, Associate Geologist, Triterra

FROM: Marilyn Crowley, Community Assistance Team Specialist, Michigan Economic Development Corporation

DATE: January 13, 2014

RE: Reimbursement of School Taxes in a 381 Plan

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The Mason School District has asked to confirm that the school district would be reimbursed for the school district taxes that would be captured under a Tax Increment Financing (TIF) plan if a plan was adopted for the Dart Bank Headquarters project in Mason.

It is our full understanding from the Michigan Department of Treasury, and our experience on all other similar projects, that the school district is reimbursed by the State for the capture of school taxes for school operating purposes under the TIF plan adopted under Public Act 381 of 1996.

While the collection and reimbursement of taxes for school operating purposes under a TIF is complex under the State School Aid Fund Act, we have been referred by the Michigan Department of Treasury to a number of state statutes that support the conclusion that those taxes are reimbursed. In particular, we would refer you to the State School Aid Fund Act, Public Act 94 of 1979, MCL 388.1620, for the calculation allocations under the foundation allowance; the State Education Tax Act, Public Act 331 of 1993, MCL 211.901 through 211.906, for the collection of the state education tax; and the Revised School Code Act, Public Act 451 of 1976, MCL 380.1211, for exemption of personal property.

We hope this gives you sufficient information to share with the school district. If additional information is needed, we would be happy to forward contact information to the Michigan Department of Treasury to address any further questions.

**CITY OF MASON  
REGULAR CITY COUNCIL MEETING  
MINUTES OF JANUARY 6, 2014**

Clark called the meeting to order at 7:30 p.m. in the Council Chambers at 201 W. Ash Street, Mason, Michigan. Brown 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. Cwierniewicz, City Clerk  
John Stressman, Chief of Police

**ANNOUNCEMENTS**

- No Parking on City Streets – November through May
- Non-Emergency Community Human Services Help – Dial: 2-1-1
- Mason Brass Quintet – First United Methodist Church – January 26, 2014

**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: December 16, 2013
- B. Motion – Approval of Bills - \$99,760.25

**MOTION APPROVED UNANIMOUSLY**

**REGULAR BUSINESS**

**Resolution No. 2014-01 – Establishment Of City Council And Planning Commission Meeting Dates For The Year 2014**

Resolution No. 2014-01 sets the 2014 regular meeting dates for City Council and Planning Commission. Due to 2014 being an election year, City Council meetings on the first Monday in August and November have been moved to the following Monday. It was discussed that City Council is scheduled to meet at 7:30 p.m. on November 10, 2014, and Planning Commission is scheduled to meet at 6:30 p.m. If it is necessary, action can be taken closer to that date to adjust the meetings.

MOTION by Naeyaert, second by Brown,  
to consider Resolution No. 2014-01 read.

**MOTION APPROVED UNANIMOUSLY**

Resolution No. 2014-01 was introduced by Brown, seconded by Droscha.

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2014-01  
ESTABLISHMENT OF CITY COUNCIL AND PLANNING COMMISSION  
MEETING DATES FOR THE YEAR 2014  
January 6, 2014**

**BE IT HEREBY RESOLVED** by the City Council of the City of Mason that the following are the dates of the regular **City Council** meetings for the calendar year 2014, and January 5, 2015, and that said

meetings are to be held on the first and third Mondays of each month, with exception of one holiday, scheduled as a \*Tuesday meeting, and the meetings of August 4, 2014, and November 3, 2014, respectively moved to the following Mondays, due to the 2014 Primary and General Elections,

January 6 and 20	July 7 and 21
February 3 and 17	August 11* and 18
March 3 and 17	September 2* and 15
April 7 and 21	October 6 and 20
May 5 and 19	November 10* and 17
June 2 and 16	December 1 and 15
	January 5, 2015; now

**BE IT FURTHER RESOLVED**, that the following are the dates of the regular **Planning Commission** meetings for the calendar year 2014, and that said meetings are to be held on the second Tuesday after the first Monday of the respective months, with one exception of one holiday, scheduled as a \*Monday meeting,

January 14	May 13	September 9
February 11	June 10	October 14
March 11	July 15	November 10*
April 15	August 12	December 9
		January 13, 2015; now

**BE IT FURTHER RESOLVED**, that these meetings will be held in the City Council Chamber, City Hall, 201 W. Ash Street, Mason, Michigan, with the City Council's meetings to commence at 7:30 p.m. and the Planning Commission's meetings to commence at 6:30 p.m.; now

**BE IT FINALLY RESOLVED**, that the City Clerk shall cause these dates to be published in a local newspaper.

RESOLUTION APPROVED UNANIMOUSLY

**Resolution No. 2014-02 – City Administrator Performance Evaluation for 2013 Calendar Year**

MOTION by Naeyaert, second by Droscha,  
to consider Resolution No. 2014-02 read.

MOTION APPROVED UNANIMOUSLY

Resolution No. 2014-02 was introduced by Brown, seconded by Droscha.

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2014-02  
CITY ADMINISTRATOR PERFORMANCE EVALUATION  
FOR 2013 CALENDAR YEAR  
January 6, 2014**

**WHEREAS**, City Council Resolution 2005-06 provides that the Council shall conduct a formal review of the job performance of the City Administrator on a yearly basis; and

**WHEREAS**, City Council Resolution 2005-06 further provides that the Council shall conduct the formal performance review according to the guidelines described therein, including use of the "City Administrator Performance Evaluation Form" and the "City Administrator Self-Evaluation Form" as defined therein; and

**WHEREAS**, on December 2 and 16, 2013, the City Council met for the purpose of reviewing the "City Administrator Self-Evaluation Form" and the composite "City Administrator Performance Evaluation Form" for the purpose of general discussion regarding the job performance of City Administrator Martin A. Colburn, for the purpose of discussing revision of the Employment Contract between Administrator Colburn and the City Council; and

**WHEREAS**, at the request of Administrator Colburn, the review meetings by the City Council were held in executive session pursuant to the provisions of the Open Meetings Act; now

**THEREFORE BE IT RESOLVED**, that the City Council remains satisfied with Administrator Colburn in his management of, and service to, the City of Mason. Administrator Colburn continues to meet the job performance expectations of the Council. The Council feels that Administrator Colburn leads City

operations in a manner generally consistent with the collective goals and ideals of the Council, as well as those of the City as a whole; now

**BE IT FURTHER RESOLVED**, that the City Council evaluated the performance of the City Administrator in fulfilling the responsibilities of the position by rating the following categories. Each category rating below is an average based upon each Council Member assigning a performance rating of 1 to 5 to a specific set of sub-categories for each category. Each performance measure uses the following scale: 5 = *Exceeds expectations*; 3 = *Meets expectations*; 1 = *Fails expectations*.

1. PROFESSIONALISM: 3.7
2. RELATIONSHIP WITH COUNCIL: 3.7
3. POLICY EXECUTION: 4.1
4. REPORTING: 4.1
5. PUBLIC RELATIONS: 4.2
6. STAFFING: 3.6
7. FISCAL MANAGEMENT: 4.0; now

**BE IT FURTHER RESOLVED**, that Mr. Colburn achieved an overall performance rating of 3.9 and more than met City Council expectations, and City Council commends Mr. Colburn for his outstanding performance as City Administrator; however, City Council did have concerns regarding Mr. Colburn's dual role as City Administrator and Acting DPW Director questioning whether it was too demanding and time consuming for one individual, and determined Council would set forth specific objectives for the Administrator during the 2014-2015 budget process; now

**BE IT FURTHER RESOLVED**, that in accordance with City Council Resolution 2005-06, this resolution is hereby submitted by Mayor Leon R. Clark and Mayor Pro Tem Robin Naeyaert for consideration by the City Council as the written summary of the conclusions of the Council regarding the job performance of City Administrator Martin A. Colburn; now

**BE IT FINALLY RESOLVED**, that in accordance with City Council Resolution No. 2005-06, a copy of this resolution shall be placed in the personnel file of City Administrator Martin A. Colburn.

RESOLUTION APPROVED UNANIMOUSLY

**RESOLUTION NO. 2014-03 – CITY ADMINISTRATOR EMPLOYMENT CONTRACT AMENDMENT #12**

MOTION by Naeyaert, second by Mulvany, to amend Resolution No. 2014-03 in the second paragraph, by filling in the blanks, inserting 2% and \$87,792.90.

Yes (6) Bruno, Clark, Droscha, Ferris, Mulvany, Naeyaert

No (1) Brown

MOTION APPROVED

MOTION by Naeyaert, second by Droscha, to consider Resolution No. 2014-03 read.

MOTION APPROVED UNANIMOUSLY

Resolution No. 2014-03 was introduced by Brown, seconded by Droscha.

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2014-03  
CITY ADMINISTRATOR EMPLOYMENT CONTRACT AMENDMENT #12  
January 6, 2014**

**WHEREAS**, City Council Resolution 2005-06 provides that the Council shall conduct a formal review of the job performance of the City Administrator on a yearly basis and further provides that upon completion of the performance evaluation process, the Mayor and Mayor Pro Tem may submit to the Council proposed revisions to the Employment Contract between the City Administrator and the City Council; and

**WHEREAS**, City Council hereby modifies Section 2, Salary, increasing salary paid by 2% to \$87,792.90; and

**WHEREAS**, City Council modifies the annual vacation days to be 23 days accrued annually;

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor Leon R. Clark and Mayor Pro Tem Robin Naeyaert do hereby recommend extending the current Employment Contract between Martin A. Colburn and the City Council of the City of Mason for one year.

**BE IT FURTHER RESOLVED**, that the City Council does hereby authorize the Mayor to execute the Employment Contract between Martin A. Colburn and the City Council of the City of Mason incorporating the revisions proposed herein, effective January 6, 2014.

Yes (5) Clark, Droscha, Ferris, Mulvany, Naeyaert  
No (2) Brown, Bruno  
RESOLUTION APPROVED

**UNFINISHED BUSINESS**

A brief discussion was held regarding recent legislation allowing off-road vehicle (ORV) operation on local city streets. The Traffic Commission has been requested to provide a recommendation to Council for consideration.

**NEW BUSINESS**

Discussion was held regarding expanding public communication by using social media for providing information when emergency operations are in effect.

Clark reminded Council that the Joint Recognition Ceremony is scheduled for February 6, 2014.

**CORRESPONDENCE**

All correspondence was distributed.

**LIAISON REPORTS**

Naeyaert informed Council regarding Planning Commission business.

**COUNCILMEMBER REPORTS**

None.

**ADMINISTRATOR'S REPORT**

Colburn informed Council regarding city business.

**ADJOURNMENT**

The meeting adjourned at 8:12 p.m.

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Deborah J. Cwierniewicz, City Clerk

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Leon R. Clark, Mayor

01/17/2014 09:12 AM  
User: TF  
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON  
EXP CHECK RUN DATES 01/10/2014 - 01/22/2014  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID  
COUNCIL REPORT

TUESDAY, JANUARY 21, 2014

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
07800	BLUE CROSS BLUE SHIELD OF MICHIGAN		
G#7029499DIV#001 101-855.00-874.001	FEB RETIREES HEALTH INS ~ CITY EXPENSE FEB RETIREES HEALTH INS ~ CITY EXPENSE	01/17/2014	7,378.57
GR#7029499710D#00&02 750-000.00-231.015	FEB HEALTH INS ~ CITY EXPENSE FEB HEALTH INS ~ CITY EXPENSE	01/17/2014	12,037.34
VENDOR TOTAL:			19,415.91
06474	CONSUMERS ENERGY		
JAN 2014 592-555.00-920.000	ELECTRIC 11/22 - 12/21 ELECTRIC 11/22 - 12/21	01/10/2014	8,810.68
JAN 2014 101-448.00-926.000	ELECTRIC 12/1 - 12/31 ELECTRIC 12/1 - 12/31	01/13/2014	8,499.61
VENDOR TOTAL:			17,310.29
05164	INGHAM COUNTY TREASURER		
2392 592-557.00-818.000	2013 AT LARGE & CITY ROAD DRAIN ASSESSMENTS 2013 AT LARGE & CITY RD DRAIN ASSESSMNTS	01/17/2014	7,870.27
VENDOR TOTAL:			7,870.27
05221	MCGINTY, HITCH, HOUSEFIELD, PERSON,		
JAN 2014 101-266.00-826.000	DEC 2013 LEGAL FEES DEC 2013 LEGAL FEES	01/17/2014	8,571.84
VENDOR TOTAL:			8,571.84
07267	SHAHEEN CHEVROLET		
33136 661-901.00-970.098	LABOR,PARTS & SUPPLIES #84 POLICE CAR LABOR,PARTS & SUPPLIES #84 POLICE CAR	01/17/2014	7,554.74
VENDOR TOTAL:			7,554.74
TOTAL - ALL VENDORS:			60,723.05

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:** January 20, 2014

**Agenda Item:** 8 (A)

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**AGENDA ITEM**

Resolution 2014-05—Authorizing the City of Mason to Enter Into a Development Agreement for the Rehabilitation of 124 and 140 E. Ash Street

**EXHIBITS**

Development Agreement

**STAFF REVIEW**

Administration

**SUMMARY STATEMENT**

Ingham County Land Bank Fast Track Authority (“Land Bank”), the City of Mason (“City”), and the developer, Ash Street Redevelopment, LLC (“Developer”), wish to enter into a Development Agreement with the City of Mason regarding the properties at 124 and 140 E. Ash Street, Mason (“Property”). The Developer is also known as RKH Investments, LLC, Ryan Kincaid and Ryan Henry.

The Agreement will allow the Developer to Purchase the properties from the Land Bank. The Land Bank, the City, and Developer share the goal removing blight and redeveloping the Property in such a manner as to benefit the City of Mason and its downtown in which the property is located and support and further the continued economic revitalization of both Mason and its downtown.

Ingham County Land Bank, the Developer and the City intend to redevelop the Property as commercial space and ten rental apartment units using private funds, bank financing and public funds provided by the Michigan State Housing Development Authority (MSDHA) through the Michigan Housing and Community Development Fund (MHCDF), the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds for rental rehabilitation, the U.S. Department of Housing and Urban Development Blight Elimination Grant administered by the Michigan Economic Development Corporation through the Michigan Strategic Fund CDBG Grant Program, and a Façade Grant through the City of Mason’s Downtown Development Authority.

The Land Bank, City, and Developer desire to enter into this Agreement to guide the conduct and actions of Developer with respect to the redevelopment of the Property and the goals set forth above. The Michigan Economic Development Corporation (MEDC) blight removal Community Development Block Grant (CDBG) is for \$446,000. The MSHDA Rental Rehabilitation grant is for \$350,000.

The OPRA component of this project is not being pursued as part of this project as previously discussed, as it was determined not to be necessary as part of the financial packaging. The environmental review is being conducted to meet the requirements of both the Michigan State Housing Development Authority (MSHDA) and MEDC grants.

**RECOMMENDED ACTION**

Move to approve Resolution 2014-05.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2014-05**

**RESOLUTION AUTHORIZING THE CITY OF MASON TO ENTER  
INTO A DEVELOPMENT AGREEMENT FOR THE REHABILITATION OF  
124 AND 140 EAST ASH STREET**

**January 20, 2014**

**WHEREAS**, the Ingham County Fast Track Authority, Ash Street Redevelopment, LLC (Developer) and the City of Mason are entering into a Development Agreement to redevelop the properties at 124 and 140 East Ash Street, Mason, benefiting the City of Mason and its historical downtown, removing blight and continuing economic revitalization; and

**WHEREAS**, the City will work in a cooperative manner by applying for and managing the Michigan Community Development Block Grant secured through the Michigan Economic Development Corporation (MEDC) of \$446,000 and Rental Rehabilitation provided by Michigan State Housing Development Authority of \$350,000, reimbursing Developer for all applicable and reimbursable grant eligible costs; and

**WHEREAS**, the City shall also reimburse Developer for eligible costs through a Façade Grant from the City of Mason Downtown Development Authority (MDDA) totaling \$50,000, payable over two fiscal years; and

**WHEREAS**, the City Administrator is given signature authority to enter into the Development Agreement.

**BE IT HEREBY RESOLVED**, that the Mason City Council of the City of Mason approves authorizing the City of Mason to enter into a Development Agreement with the Ingham County Land Bank Fast Track Authority and the Developer, Ash Street Redevelopment, LLC, also known as Ryan Henry and Ryan Kincaid, and provides the City Administrator signature authority to enter into the same Agreement.

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, January 20, 2014, the original of which is part of the City Council minutes.

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

**DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014~~3~~ (“Effective Date”), by and between the **Ingham County Land Bank Fast Track Authority**, a Michigan public authority (“Land Bank”), the **City of Mason**, a Michigan municipal corporation (the “City”), and **Ash Street Redevelopment, LLC**, a Michigan limited liability company (“Developer”) (each a “Party” and collectively the “Parties”), upon the terms and conditions set forth below.

**RECITALS**

A. Land Bank is the owner of the real property in the City of Mason, Ingham County, Michigan described as:

<u>Tax ID</u>	<u>Property Address</u>	<u>Legal Descriptions</u>
33-19-10-09-110-007	140 E. Ash St.	W 2/3 OF LOT 3, BLOCK 17, SEC 9 T2N R1W, CITY OF MASON, INGHAM CO.
33-19-10-09-110-015	Alley 17	N 41 FT OF LOT 9, BLOCK 17, SEC 9 T2N R1W, CITY OF MASON, INGHAM CO.
33-19-10-09-110-021	124 E. Ash St.	E 2/3 OF LOT 2, BLOCK 17, SEC 9 T2N R1W, CITY OF MASON, INGHAM CO.

and depicted upon the attached Exhibit A (the “Property”), upon which one or more unoccupied structure(s) are located.

B. Contemporaneously with execution of this Agreement, Land Bank and Developer have executed a Purchase Agreement (the “Purchase Agreement”) under which Developer will purchase the Property from the Land Bank (the “Purchase”).

C. The Land Bank, the City, and Developer share the goal of redeveloping the Property in such a manner as to benefit the City of Mason and its downtown in which the Property is located to support and advance the continued economic revitalization of Mason, its downtown and the Ingham County region.

D. The Developer and the City intend to redevelop the Property by renovating existing structures and constructing commercial space and ten rental apartment units (the “Project”) using a combination of private funds, bank financing and public funds provided by the Michigan State Housing Development Authority (MSDHA) through the Michigan Housing and Community Development Fund (MHCDF), the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds for rental rehabilitation, the U.S. Department of Housing and Urban Development Blight Elimination Grant administered by the Michigan Economic Development Corporation through the Michigan Strategic Fund CDBG Grant Program, and a façade improvement grant through the City of Mason’s Downtown Development Authority.

- E. Land Bank, City, and Developer desire to enter into this Agreement to guide the conduct and actions of Developer with respect to the redevelopment, renovation and construction of the Property and the furtherance of the goal set forth above.

### TERMS

WHEREFORE, in consideration of the mutual promises contained in this Agreement and in the Purchase Agreement, the parties agree as follows:

1. Redevelopment Property. Developer shall redevelop the Property in accordance with the following:
  - a. *Use*. The Property shall be redeveloped into a mixed use property (commercial and residential) in accordance with applicable zoning and land use regulations; provided, however, that the Property shall not be redeveloped for uses prohibited by local regulations or by conditions placed on zoning approval in advance of this Agreement. The Developer shall renovate and construct the first floor of the Property as office and/or commercial space. The second and third floors shall be renovated and constructed as ten residential rental apartment units. The standards for construction and renovation are further referenced in this Agreement and the plans and drawings attached as Exhibit B. Upon completion of renovation and construction in accordance with the terms and conditions of this Agreement, 51% of the residential units shall be rented to income eligible households earning 80% or less of area median income (AMI).
  - b. *Preliminary Plans and Drawings*. Attached hereto as Exhibit B are preliminary architectural plans and drawings for the renovation and construction of the Property prepared by or on behalf of Developer ("Plans and Drawings") which have been approved by the Land Bank and City. Developer intends to redevelop the Property in a manner largely consistent with the attached Plans and Drawings; provided, however, that Developer shall have authority to modify the Plans and Drawings as Developer chooses in order to renovate and construct the Property in a commercially reasonable manner and to respond to the needs and desires of prospective tenants of the Property, so long as the use of the Property is consistent with Section 1.a above and in full compliance with the City's zoning and land use regulations and all building codes.
  - c. *Plans and Drawings for Construction*. The Plans and Drawings for Construction (and any modifications thereof) shall be submitted for review to the City's zoning and building officials having jurisdiction as required by applicable zoning and building codes and ordinances prior to commencing any work described in the Plans and Drawings. Modifications of the Plans and Drawings for Construction for which review by the City's zoning and building officials having jurisdiction is also required by applicable zoning and building codes and ordinances, shall also

be submitted to the appropriate City zoning and building officials having jurisdiction. Substantial deviations in the Plans and Drawings shall also be submitted to the Land Bank in writing (a "Submission") for approval, which approval shall not be unreasonably withheld, conditioned or delayed. Land Bank's approval or disapproval shall be in writing and given within 15 days of receipt of the Submission from the Developer. If a Submission is disapproved in whole or part, Land Bank shall give all reasons for the disapproval and Developer may resubmit the Submission to address the reasons for the prior disapproval. In the event the Land Bank fails to timely respond to any Submission with an express disapproval, the Submission shall be deemed approved.

- d. *Energy Efficiency.* Developer shall utilize commercially reasonable efforts to redevelop the Property in a manner that respects and promotes energy efficiency.
- e. *Time.* Developer shall apply for the first of the necessary permits for the renovation and construction within 30 days of closing of the Purchase and shall commence necessary demolition, renovation and construction activity within thirty (30) days after obtaining said permit. Once construction commences, Developer shall diligently prosecute the construction to completion. Developer shall utilize its best efforts to obtain a certificate of occupancy (which may be temporary) for the primary project on the Property within twelve (12) months of the date it receives the last of the necessary permits for renovation and/or construction. Copies of all permits and certificates of occupancy shall be promptly delivered to the Land Bank when obtained. Notwithstanding anything to the contrary in this Agreement, the Project shall be completed and awarded a certificate of occupancy on or before the expiration of the term of work performance set forth in Section 1. of the MEDC grant offered under the Grant Agreement attached hereto as Exhibit C.
- f. *Construction of Improvements.* The construction of improvements and related activities in connection with the redevelopment of the Property shall be performed in accordance with the Plans and Drawings for Construction by licensed contractors if required by law, statute, ordinance, regulation or code. Developer shall be responsible for obtaining all building, electrical, plumbing, mechanical, and similar permits necessary for the renovation and construction of improvements in connection with the redevelopment of the Property.
- g. *Progress Reports.* Developer shall make reports in such detail and at such times as may reasonably be requested in writing by the Land Bank as to the progress of construction, but in no event shall the reports be required to be made more frequently than monthly, nor shall any report be due less than thirty (30) days following the Land Bank's written request for the report.
- h. *Access to Property.* Until the completion of renovation and construction, Developer shall permit representatives of the Land Bank and the City access to the Property at all times determined necessary by the Land Bank or the City during normal business hours for the purposes of assessing the redevelopment,

including, but not limited to, viewing all work being performed in connection with the construction of the Property. While on the Property said representatives will observe all Developer's rules and regulations related to safety.

- i. *Closing of Purchase as a Condition Precedent:* Developer's closing of its purchase of the Property, acquisition of title either in fee or as a land contract vendee, and ability to obtain private funds and bank financing as referenced in Recital D above, are conditions precedent to any of its obligations under this Agreement. The obligation of the Land Bank and the City to reimburse Developer for reimbursable costs as set forth in Paragraph 2, subsections (a) and (b) below, are contingent upon Developer first closing on its purchase of the property.<sup>+</sup>

2. Reimbursement of Certain Costs. Provided that the redevelopment of the Property is proceeding in accordance with Section 1 above:

- a. Land Bank shall reimburse Developer for all applicable and reimbursable grant-eligible costs incurred by Developer under and pursuant to the terms of the Michigan Housing and Community Development Fund Grant secured through MSHDA up to the total amount of Five Hundred Thousand Dollars (\$500,000.00).

- b. The City shall reimburse Developer for all applicable and reimbursable grants-eligible costs incurred by Developer under and pursuant to the terms of the Blight Elimination – Michigan Community Development Block Grant secured through the Michigan Economic Development Corporation (MEDC) and Rental Rehabilitation funds provided by Michigan State Housing and Development Authority (MSHDA). Pursuant to the terms and conditions of the Blight Elimination Grant Agreement and MSHDA Rental Rehab Agreement between the MEDC and the City, y-dated \_\_\_\_\_, 2013 up to the total amount of Seven Hundred Ninety Four Hundred Forty-Six Thousand Dollars (\$79446,000.00) shall be allocated to the Project. A copy of said MEDC Grant Agreements is attached hereto as Exhibit C. The General and Special Terms and Conditions of Parts II and III of the Grant Agreement shall be binding upon the Developer and are made a part of this Agreement. In addition, Developer shall make said General and Special Terms and Conditions included and made binding upon any subcontractor retained by Developer for the Project.

1. The City shall also reimburse Developer for reimbursable eligible costs through a façade grant from the City of Mason Downtown Development Authority, totaling Fifty Thousand Dollars (\$50,000.00). The façade grant shall be payable to Developer in periodic installments over two City fiscal years with

<sup>+</sup>If the Developer is going forward with an OPRA application, we should also add here the words "... which closing shall occur on or before December 31, 2013."

no more than 50% of the façade grant payable at the completion of the project during FY 2013/14 with subsequent payment made in the first quarter of 2015.

- c. Developer shall submit a request for payment of such costs on a monthly basis as they are incurred, along with such other documentation as may reasonably be required by Land Bank, the MEDC, and City, respectively, and Land Bank and City, as the case may be, shall reimburse Developer for their respective portion of such costs (strictly in accordance with the foregoing) within fifteen (15) days of receipt of approval and payment of draws upon the respective grants by MSHDA and MEDC.

~~1. Pay requests for grant-eligible work completed shall be paid to Developer pro-rata based upon the same percentage as the public and private match required in the MSHDA and MEDC grant agreements.~~

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~~2. Each pay request will be subject to a 10% retainage by the City and the Land Bank respectively. The retainage and final payment request shall be paid to the Developer by the City once the Work related to the specified grants is substantially completed.~~

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- d. All cost reimbursements to Developer shall be received by it and disbursed by Developer in accordance to the requirements of the Michigan Building Contract Fund Act, MCL 570.151 *et seq.*, and disbursed by Developer solely for payment of the contractors, laborers, subcontractors, or materialmen for building construction purposes.

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- e. The sole source of funds for the City's reimbursement to Developer for costs or expenses incurred for redevelopment of the Property shall be those funds made available to the City by the Michigan Economic Development Corporation through its community development block grant under the Grant Agreement described in subsection 2(b) above and the funds made available by the City of Mason DDA through its façade grant, and nothing contained herein shall be deemed or be construed to create any obligation against the City's General Fund or its revenues other than the Grant Funds Receivable. The City shall diligently perform its obligations under the grant agreements and take all reasonable steps necessary to fulfill the City's grant obligations and obtain disbursement of the grant funds.

- ~~f. In addition to the foregoing, the Developer has applied for and been awarded the right to receive \$350,000.00 for Rental Rehabilitation under a separate CDBG block grant through the Michigan State Housing Development Authority ("MSHDA") in connection with its renovation and construction.~~

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g. Receipt of payment of all properly documented pay requests for the payments set forth in subsections a., b. & f. of this Section 2. is a condition precedent to continued performance of any of the Developer's obligations related to redevelopment, renovation and/or construction under this Agreement.

h. ~~The Developer and the Land Bank each grant and convey to the City a purchase money mortgage in the amount of the amount of the pay request set forth in subsections a., b. & f. of this Section 2. to secure the repayment of the M. M. grant loans with the M. M. grant to be set out and the payment of the grant loans are authorized by M.P.A. No. 1. The Developer and the Land Bank each agree that they will not mortgage, encumber, or otherwise interest in the Property, including any interest in the Property, and shall be prohibited from doing so or other interest of any kind, including any interest in the Property, or other interests of Developer or its successors or assigns in connection with the Property or its redevelopment, renovation and/or construction and that they will execute a substitution agreement upon request of the City.~~

Comment [REK1]: The developer cannot extend the mortgage to any other parties. The developer will purchase the property from the Land Bank prior to completion of the project. The mortgage will be held by the developer's bank.

3. Economic Incentives. Land Bank, City, and Developer shall cooperate with and reasonably support and assist each other in connection with the pursuit of and application for tax abatements and other economic incentives which may be available from or through the United States of America, State of Michigan, or City in connection with the redevelopment of the Property.—This includes the pursuit of an ~~Obsolete Property Rehabilitation Act (OPRA) certificate from the Michigan State Tax Commission to freeze the taxable value upon completion of the project at a certain point below the completed project's assessed value for a period of no more than twelve years. Receipt of an OPRA certificate as set forth herein on or before December 31, 2014, for tax years first commencing in 2015 is a condition precedent to continued performance of any of the Developer's obligations related to redevelopment, renovation and/or construction under this agreement.~~<sup>2</sup>

4. Developer Qualifications. Developer represents that it is purchasing the Property for the purpose of redevelopment as stated in this Agreement and not for speculation. Speculation as used herein means for transfer prior to or without completion of the redevelopment, renovation and construction of the Project. The cost to acquire the Property shall be \$75,000 as further described in the Purchase Agreement. Should Developer sell or transfer the Property to a third party or entity not owned in whole or part by Ryan Kincaid and Ryan Henry for a consideration in excess of the total cost it has expended for acquisition and redevelopment, renovation and/or construction within 60 months of the date hereof, Developer shall pay the Land Bank the additional sum of \$75,000.00. Developer acknowledges that the Project is important to the general welfare of the greater Ingham County community, and the success of the Project will in great part

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<sup>2</sup>It is our understanding that, if an OPRA Certificate is pursued, it will not be issued until after 2013 so as to not take effect until January 1, 2015.

depend on the authority and qualifications of the managers of Developer. Developer represents and warrants that at the time of execution of this Agreement Ryan Kincaid and Ryan Henry are the owners and managers of Developer. Developer represents and warrants to the Land Bank that the Developer's Operating Agreement provided to the Land Bank prior to the execution of this Agreement is the sole agreement of the members, and is in full force and effect as of the Effective Date. In the event the Operating Agreement is proposed to be amended after the Effective Date and prior to completion of renovation and construction, except to admit additional investing members, Developer shall deliver to the Land Bank and the City written notice of the proposed amendment and a copy of the proposed amendment. Developer acknowledges that the persons having the management authority within Developer and that person's qualifications are of particular concern to the Land Bank. Developer further acknowledges that it is, in part, because of the qualifications of these individuals that the Land Bank and the City are entering into this Agreement, and in so doing, is further willing to accept and rely on the obligations of Developer for the faithful performance of all of Developer's obligations under this Agreement. Developer agrees that Ryan Kincaid and Ryan Henry will retain all management authority of Developer until such time as Developer gives written notice to the Land Bank and the City that another manager(s) has been named, and the Land Bank has given its written approval of the manager, which shall not be unreasonably withheld, conditioned, or delayed. The notice shall specify the qualifications of the manager to undertake and complete the obligations on behalf of Developer under this Agreement. The Land Bank and City will be deemed to have approved the new manager named by Developer unless written notice of disapproval is given by either party within ten (10) business days after receipt of Developer's notice. In the event of the Land Bank's or the City's disapproval, Developer shall notify the Land Bank within ten (10) business days of another manager. This process shall continue until a manager is approved by the Land Bank. Prior to approval by the Land Bank, management of Developer shall remain vested solely in Ryan Kincaid and Ryan Henry. The preceding provisions shall apply to any successor manager appointed by Developer. Developer's obligation under this Section shall cease upon completion of renovation and construction. Nothing in this Section 4 shall be construed to impose liability on the Land Bank or the City for any act or failure to act by any manager of Developer, or constitute a waiver of the rights of the Land Bank to claim default under this Agreement for the act or failure to act of Developer or any manager of Developer.

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5. Default and Remedies. The Land Bank and the City shall each have the right to terminate this Agreement upon written notice to the Developer if any of the following occur prior to completion of renovation and construction:
- a. Any change in the management of Developer which the Land Bank does not approve;
  - b. Any material adverse change in the financial condition of Developer; and,
  - c. Developer's failure to perform any of its substantive obligations under this Agreement or the Purchase Agreement which it is required to perform and failure

of Developer to cure the default within thirty (30) days after notice, unless the cure would reasonably take longer than thirty (30) days, then within such longer period. Developer's obligations at subparagraphs 1(a) through (f) of this Agreement are deemed substantive obligations.

6. Remedies. Upon termination, and payment to Developer of all its properly documented grant-eligible costs and expenses incurred in the Project, Developer will assign and convey its interest in the Property by a quit claim deed of the vendee's interest in the Property to the Land Bank. The quit claim deed shall be delivered to the Land Bank within ten (10) business days after termination. The obligation of Developer to assign and convey its interest is enforceable in an action for specific performance. In addition, Land Bank and the City may pursue any remedy available to it at law or equity.
7. Inclusion of Small Businesses. It is anticipated that the Developer will seek bids from and use where possible as subcontractors small businesses, including but not limited to, micro local business enterprises (Micro-LBE), veteran owned small businesses (VOSB), minority business enterprises (MBE), and women-owned business enterprises (WBE).
8. Section 3. The Developer agrees to comply with applicable requirements of Section 3 of the Housing and Community Development Act of 1968, as amended and implemented in 24 CFR Part 135. All subcontractors interested in submitting bids for contracts shall be informed of Section 3 requirements and goals.
9. Procurement Processes. The Developer, unless also the general contractor, shall comply with the procurement processes detailed in the CD Bidding and Contractor Selection Practices document attached as Exhibit D with regard to the procurement of professional services, bidding of construction work, submission of information on selected contractors, CD review of construction costs, and execution of construction contracts. These processes are detailed in CD bidding and contractor selection practices. The Developer will be notified when this document is revised.
10. Environmental Requirements. The Developer shall comply with all environmental related requirements necessary to comply with provisions of 24 CFR Part 58.
11. Lien Waivers. The Developer shall obtain lien waivers as provided in the Michigan Construction Lien Act ("MCLA") from all parties providing labor, materials or equipment for renovation or construction of the Property in excess of \$10,000 in the aggregate. The lien waivers shall be maintained by the Developer in accordance with its customary practice and copies shall be made available to the Land Bank and the City upon written request. The Developer shall immediately notify the Land Bank in writing if a claim of lien is recorded by any party that has provided labor, materials or equipment for the renovation or construction of the Property. The notification shall include the name of the party filing the claim, the amount of the claim, a description of the circumstances surrounding the filing of the claim and actions taken and/or planned by the Developer to resolve the situation.
12. Completion of Renovation and Construction. The work of the Developer for the

renovation and construction of the Project shall be deemed complete upon the issuance of a certificate of occupancy (either temporary or permanent) by the City's building department. The Developer shall complete renovation and construction of the Property as required by this Agreement not later than fifteen months from the date of issuance of the last of all necessary permits for the renovation and construction. The Developer shall be responsible for providing the Land Bank with written notification that the work on the Property has been completed.

13. Insurance and Indemnification.

a. Insurance. The Developer shall obtain, and keep in full force and effect during construction, builders risk insurance, effective as of the date of commencement of construction, in an amount adequate to cover the cost of construction of the project, naming as insured the Developer, the City, and the Land Bank, among others, as their interest may appear from time to time. The Developer shall also obtain and keep in full force and effect throughout the period of construction and thereafter as required by this or a related agreement, a policy of comprehensive general public liability insurance in single implement form issued on an occurrence basis with a limit of not less than \$5 million, naming the City and the Land Bank, and their respective officers, agents and employees as additional insureds. The City and Land Bank shall each be provided with a certificate of such insurance prior to the Developer commencing construction, which certificate shall provide that the certificate holder shall receive thirty (30) days prior written notice of cancellation, non-renewal, or a material change of such insurance coverage. A failure to cure any breach of this requirement within the time prescribed herein shall be deemed a material breach of this Agreement and cause for immediate termination of this Agreement.

b. Indemnification. Developer shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Land Bank and the City, and all of their elected and appointed officers, agents, servants, and employees from any and all claims or threats of claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts or omissions by Developer or by anyone acting on their behalf under or in any matter connected with this Agreement. Developer's obligations to indemnify the Land Bank and the City are supplemental to any insurance required under this Agreement and shall survive the expiration, non-renewal, or termination of this Agreement.

\_\_\_\_\_▲  
b. \_\_\_\_\_

14. -Miscellaneous.

a. Complete Agreement. This Agreement, the Purchase Agreement and the referenced documents and Exhibits, constitute the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or

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implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.

- b. *Governing Law; Forum.* This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. The parties agree that this Agreement was mutually drafted and shall not be construed against any party upon the basis that such party was the scrivener of this Agreement. Each of the Parties agrees that any legal or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in a state or federal court located in or having jurisdiction over Ingham County, Michigan.
- c. *Relationship of Parties.* The relationship between Land Bank, City and Developer shall be that of independent contracting parties, and not partners in an actual or implied partnership nor joint venturers. The rights and obligations of the Parties shall be governed solely by this Agreement and the Option. Each party shall determine its own methods and manner for performing its obligations under this Agreement.
- d. *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the Parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- e. *No Waiver.* The failure of any Party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- f. *No Assignment.* Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the express written consent of both Parties.
- g. *Binding Nature.* This Agreement and the rights and obligations hereunder are binding on the Parties and their successors and permitted assigns.
- h. *Counterparts and Electronic Transmission.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic transmission of original signatures (including facsimile or e-mail) of this Agreement shall constitute delivery originals for all purposes. Time is of the essence in the performance of every covenant, term, condition and provision of this Agreement.

- i. *Notices and Demands.* Any notice, demand or other communication under this Agreement by one party to the other shall be made in writing and is sufficient if made by any of the following means: (i) hand delivery, or (ii) Federal Express, UPS, or like overnight courier service. Notice made in accordance with this Section will be deemed given and/or delivered on receipt if by hand, or on the next business day after deposit with an overnight courier service if made by overnight courier. The notice information for each party is stated below. The notice information for a party may be changed by the party from time to time, by providing notice to the other party in the manner provided in this Section.

In the case of Developer, to:  
Ryan Kincaid  
Ash Street Redevelopment, LLC  
934 Clark St.  
Lansing, MI 48906

In the case of City, to:  
Martin A. Colburn  
201 W. Ash, PO Box 370  
Mason, MI 48854

In the case of the Land Bank, to:  
Jeff Burdick  
422 Adams St.  
Lansing, MI 48906

- j. *Photographic Record.* The Developer shall maintain a photo inventory of the renovation and construction of the Property, from the date of this Agreement through completion of renovation and construction.
- k. *Notice of Problems, Delays, Adverse Conditions.* The Developer shall inform the Land Bank as soon as any problems, delays, or adverse conditions that materially affect the ability of the Developer to complete any herein described activity, or prevent the meeting of time schedules become known. A statement of the action taken, or contemplated, by the Developer to resolve the situation shall accompany this disclosure.
- l. *Failure to Complete Construction.* In the event the Developer fails to complete renovation and construction in accordance with the terms and conditions of this Agreement, the Land Bank and the City shall have all remedies at law or equity for breach.
- m. *Severability.* If any provision or provisions set forth in this Agreement is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict or unenforceability and is severable from and does not invalidate any other provision of this Agreement.
- n. *Headings.* The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

WHEREFORE, the Parties have duly executed this Agreement effective as of the day and year first above written.

**INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY**

**ASH STREET REDEVELOPMENT, LLC**

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Name: Eric Schertzing  
Title: Chairperson

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Name: Ryan J. Kincaid  
Title: Authorized Member

**CITY OF MASON**

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Name: Martin A. Colburn  
Title: City Administrator

Approved as to Form:

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Dennis E. McGinty (P17407)  
Mason City Attorney

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

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**Meeting Date:** January 20, 2014

**Agenda Item:** 8 (B)

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**AGENDA ITEM**

Motion – Request for Street Closures for the Fourth Annual Camino of Saint James 8K Run/5K Walk

**EXHIBITS**

- Correspondence dated December 9, 2013, from Christopher Mumby, Committee Chair, Camino of St. James Church—includes route maps.

**STAFF REVIEW**

Police Department

**SUMMARY STATEMENT**

The Camino of St. James Church has requested permission to conduct the fifth annual 8K Run/5K and Fun Run on Sunday, August 10, 2014. The Police Department has reviewed the event plan and has no concerns at this time. As in past years, the City will invoice the Camino of Saint James Church for staffing costs associated with the event.

**RECOMMENDED ACTION**

Move to approve the request as outlined in the letter submitted by Christopher Mumby.

December 9, 2013

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

Dear Mr. Colburn:

The purpose of this letter is to seek approval from the City of Mason to hold the fifth annual Camino of St. James 8K/5K and Fun Runs on Sunday August 10, 2014 as a part of our annual Parish Festival. The 2013 event continued our trend and again had more participants, great reviews, well over 100 volunteers, and almost 40 sponsors. We raised over five thousand dollars with 50% going to St. Vincent Catholic Charities and the other 50% staying in our Mason community.

The 2014 event will start at 8:00 a.m. at St. James Catholic Church, 1010 S. Lansing Street, Mason, MI. We are proposing to follow the same route as in previous years. The participants in the event will travel north via city streets and the Hayhoe Riverwalk to the Riverwalk Subdivision then turn south using the Hayhoe Riverwalk and city streets returning to St. James Church. We continue to receive great post-race compliments on the beautiful course. For more details, please see the attached map and turn-by-turn directions.

The run will again require the closure of some city streets, including M-36 (Ash Street) for an estimated 2.0 hours, which includes time allotted for potential weather delay. For the past several years we have used soft closures on M-36 and several other cross streets, letting traffic cross when the runners were not in the intersection. This eliminated the need for an MDOT permit and allowed the public to get where they needed to go on Sunday morning. We continue to feel that this compromise works well and would like to do the same thing this coming year. As in previous years, in the event of inclement weather, the race will be postponed for 15 minutes. If after 15 minutes the weather has not improved, the race will be delayed an additional 15 minutes. If the weather has still not improved, the race will be canceled. The church facility will be available, as a shelter, in the event of severe weather.

Downtown businesses, churches, and residents will be notified of the event and street closures. The proposed route does not prevent access to downtown businesses that are open on Sunday morning. We will ensure that the event is well advertised and will once again make contact with the other churches in the Mason community to ensure they are aware of our event. There will be advertising in the Ingham County News, in local businesses, on Mason City Television, and other available methods in the months prior to the event to make residents aware of the street closures. We also deliver a reminder letter 7-14 days prior to the event to all homes on the route to advise the residents of the closures.

We staff over 100 volunteers for our event including all intersections along the course to direct participants and traffic. Attached is a draft list of street closings. This list details the intersection or street to be closed, the proposed number of volunteers at the intersection, and the barricades or cones needed for traffic control. Each volunteer will be provided a detailed set of instructions and necessary safety vests. At least one adult volunteer will be positioned at each affected intersection. We will follow the recommendations of the Mason Police Department for police officers or other suitable authorities at the M-36 (Ash St.) and S. Lansing St intersection. We do plan to allow traffic to travel thru this intersection

when no participants are present. Additional police officers will be positioned at the Columbia St and S. Lansing St intersection to assist in maintaining traffic along the route at the Mason Police Department's discretion. The St. James Church Run/Walk Committee will be responsible for the cost of all police officers employed for the event. We understand the importance of ensuring that the event is safe.

All proposed road closures will occur approximately ½ hour before the commencement of the event and will be reopened immediately after the last participant is safely past the intersection. Traffic control devices will be moved into place by the volunteers stationed at each intersection. Southbound Jefferson Road will be closed to traffic during the race. This traffic can travel south on Okemos Road, where it can merge back on to Jefferson Street at the intersection of Jefferson Road, Okemos Road and E. Columbia Street. Traffic will be allowed to travel northbound on Jefferson Road. With police officers stationed at M-36, traffic will be allowed to cross the designated race course when it is safe for participants. Additionally, a detour route shall be posted to reduce the demand at the intersection. In the event of an emergency, volunteers will be directed to stop participants to allow emergency vehicles to pass through.

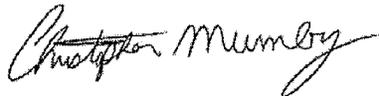
Once again, we propose that the cemetery be closed to vehicular traffic for the duration of the run/walk (for approximately one and one half hours). The bridge over the Sycamore Creek at the Maple Grove Cemetery will again be used as part of the 8 K route. Fencing will be placed along the path and volunteers will be positioned to ensure participants are able to traverse the area safely. We understand that the City is investigating the removal and replacement of this crossing sometime in the future. In the event that this bridge is taken out of service prior to our event we will work with Mason Police on course adjustments.

The event will be covered under St. James Church's insurance policy. Documentation is available upon request. Ambulance services will be requested to be on standby during the race event.

We followed up our 2013 event with a recap meeting on how we could improve our event for 2014. We agreed with Sgt. Hanson that the 2013 event went well and came up with a couple ideas on how to make some improvements for 2014. We plan to once again work closely with a representative from the Mason Police Department this coming year to ensure the safety of the participants and the public. We believe that we have planned for all steps necessary to ensure a safe event. We appreciate your review and consideration.

Please call me at 517-525-5136 with any questions.

Sincerely,



Christopher Mumby  
Camino of St. James Planning Team

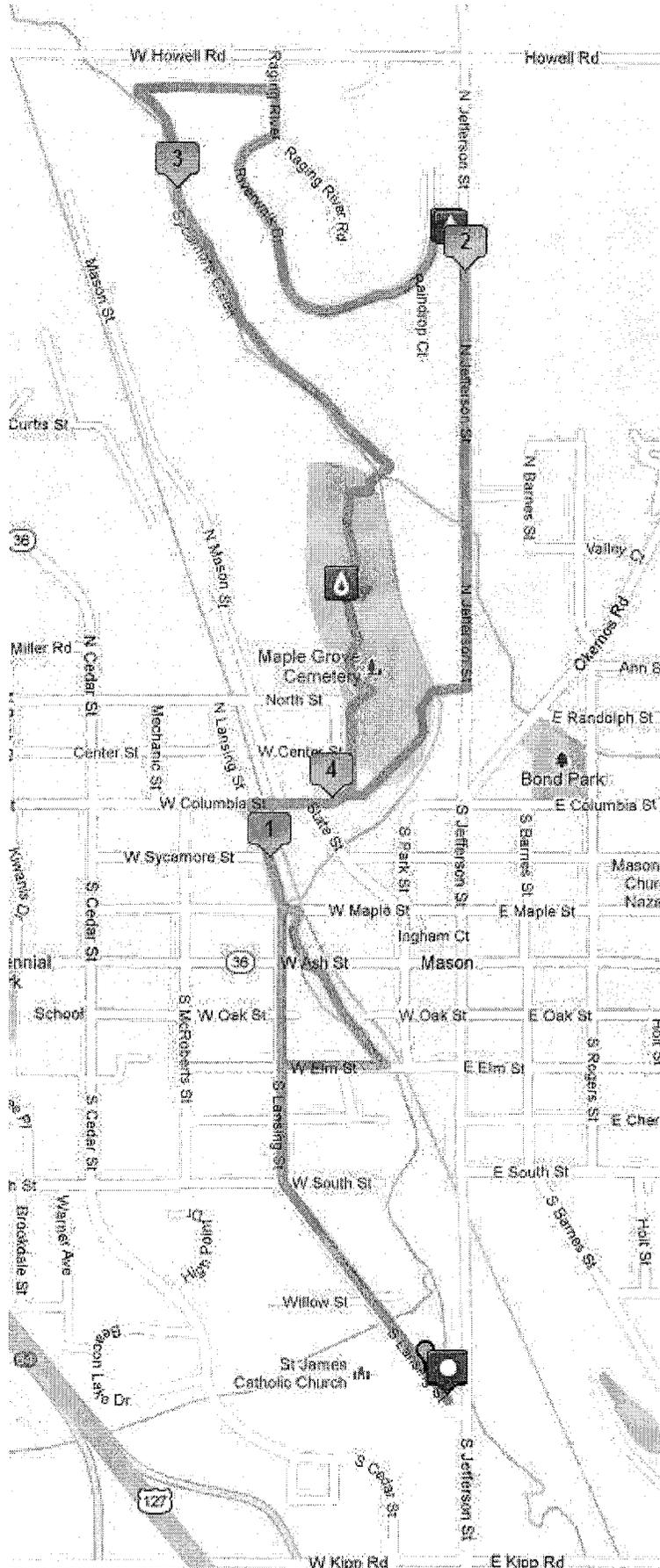
## Camino of St. James Course Directions

The 8K course begins near the entrance of St. James Catholic Church, on South Lansing Street. It continues north to Elm Street where it turns right and heads west to the Hayhoe Riverwalk. The route goes north and crosses M-36 via the Riverwalk. Participants will then turn left on Maple Street and then turn right onto South Lansing Street. At West Columbia Street, the route heads east and then into the cemetery. It follows the outer drive down the hill to the Jefferson Street entrance, where it crosses the bridge and continues out to Jefferson Street. It continues north on Jefferson Street and turns left on Riverwalk Drive. The route wraps through Riverwalk Subdivision and turns left on Bubbling Springs Court and returns to the Hayhoe Riverwalk via a well established path at the end of the cul-de-sac. Participants follow the Hayhoe Riverwalk to Maple Grove Cemetery and head towards the main entrance. The course exits onto West Columbia Street, heading west. It then turns left onto South Lansing Street and continues south, crossing M-36 again and ending near the entrance of St. James Catholic Church.

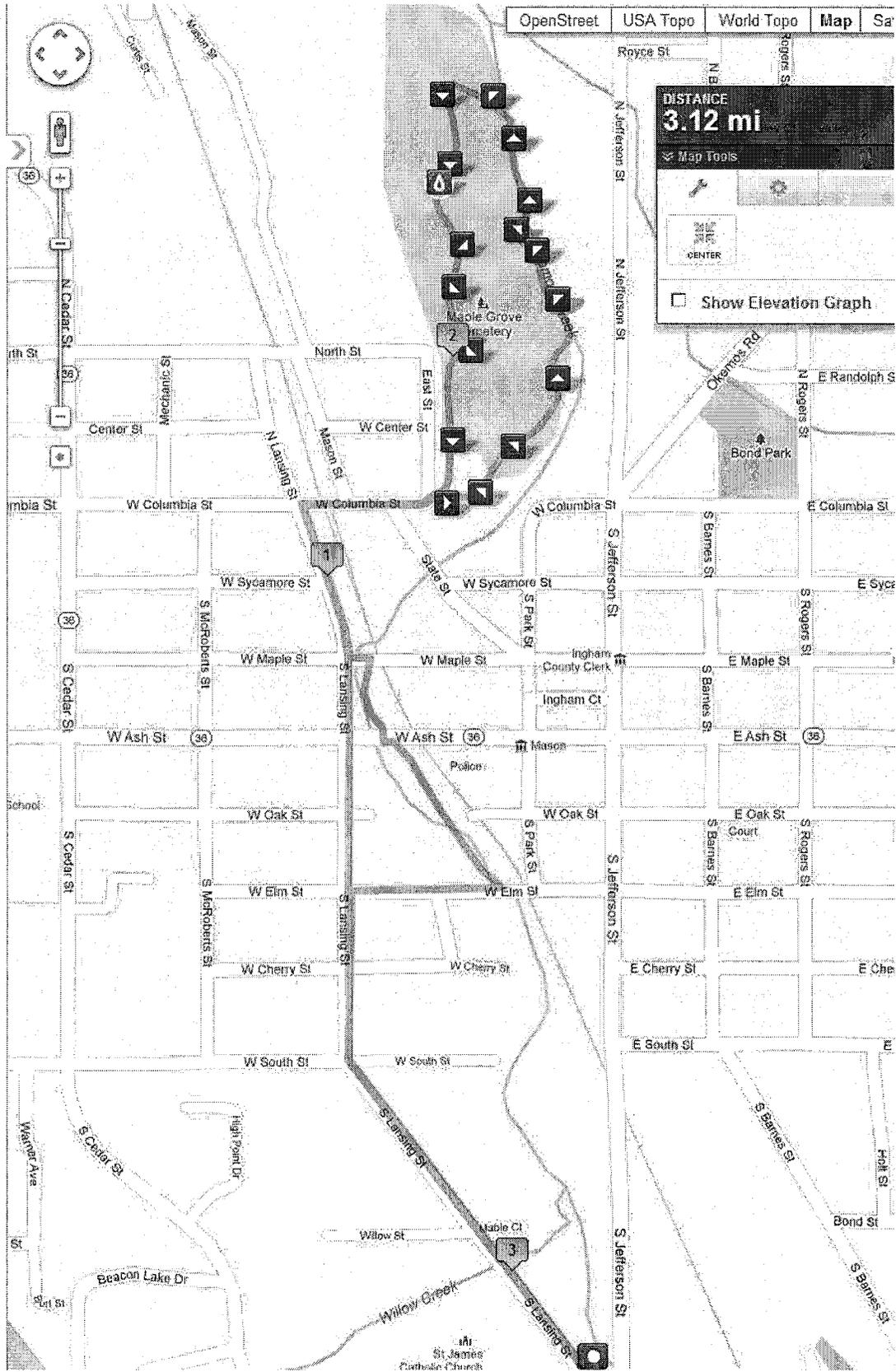
The proposed 5K course follows the same route to Maple Grove Cemetery, completes a loop in the cemetery and returns to St. James Catholic Church via the same route as the 8K course.

Two aid stations are planned, one located near the entrance of Riverwalk Subdivision and the other located in Maple Grove Cemetery. Only the latter aid station is accessible by both 8K and 5K race participants.

# 2014 Camino 8K Course Route



# 2014 Camino 5K Course Route



St. James Church 8K run 5K walk  
Volunteer Intersection Instructions

Intersection #	Run/Walk/Both	Street	Volunteers	Intersection	Instructions	Police Officer	Barricades	Cones	Barrels	Safety vests	Amateur Radio
1	Both	City	4	S. Lansing at the start/finish line	Type III Barricade, fencing, barrels, and clock		1		2	4	3
2	Both	City	1	S. Lansing and Willow/Mable Ct.			2			1	
3	Both	City	2	S. Lansing and W. South			4			2	
4	Both	City	2	S. Lansing and W. Cherry			2	15		2	
5	Both	City	2	S. Lansing and W. Elm	Runners in North Lane on Elm, Cones along Elm separating participants from traffic		2	7		2	
6	Both	City	1	W. Elm and Henderson				3		1	
7	Both	City	1	Riverwalk and W. Elm				1		1	1
8	Both	City	2	Riverwalk and W. Ash	Police stationed at Jefferson and Ash intersection.	1		2		2	1
9	Both	City	1	W. Maple and Riverwalk	Type III Barricade at Maple/State/Park		2			1	
10	Both	City	2	S. Lansing and W. Maple	Type III Barricade at Maple/Cedar St.		3	7		2	
11	Both	City	1	S. Lansing and W. Sycamore	Type III Barricade at Sycamore/Cedar St.		1	14		1	
12	Both	City	1	1 Mile Timer and 4 Mile Timer	Watch and bike or cell phone required					1	
13	Both	City	2	S. Lansing and W. Columbia	Cones along Columbia separating participants from traffic. 2 Type II barricades on S. Lansing	1					
14	Both	City	1	W. Columbia and Mason	Roaming Police Officer Type III Barricade at Columbia/Cedar St.		3	7		2	1
14.5			2	W. Columbia Railroad tracks, between Mason St. and State St.	Train Watch		1	8		1	
15	Both	City	2	W. Columbia and State	Two small barricades at Sycamore and State intersection, blocking NW traffic		2	5		2	
16	Both	City	2	W. Columbia and East (Cemetery Entrance)	Note: this intersection also covers the closure of the cemetery.		1	2		2	1



38	Both	City	2	S. Lansing and W. Ash	Police stationed at Cedar and Ash intersection cones along S. Lansing separating participants from traffic.	1				
39	Both	City	2	S. Lansing and W. Oak		2	14		2	1
40	Both	City	4	Aid station at end of race			6			
TOTALS										
Packet Pick up			70			3	36	286	10	44
Safety equipment placement and retrieval			5							
			4							

Note A: adjustments will be made according to the review done by the Mason Police Department.  
 Note B: Volunteers will deploy barricades and cones according to the schedule at the start of the race. Following the last participant, volunteers will remove the barricades and cones from their location, returning the barricades and cones to the side of the street.  
 Note C: Safety vests will be used by volunteers.  
 Note D: 5K walk goes counter clockwise through the cemetery. The 8K run goes counter clockwise.  
 Note E: all streets used and not closed will have partial lane closure  
 Note F: all barricades not noted as Type III will be Type II  
 Note G: also need about 200 feet of orange safety fence  
 Note H: Amateur Radio Team has two bicyclists, one on the course and one for running errands

Cones will be used a minimum of every 50 feet, according to MDOT Standards.  
 The course will also be marked with chalk to direct participants.

**Street closures (until the last runner/walker):**  
 M-36 (Ash Street) between S. Lansing and the Riverwalk  
 Lansing Street from W. South to Jefferson  
 State Street at W. Columbia  
 Maple Grove Cemetery

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE	% EDGT USED
		AMENDED BUDGET	NORMAL	12/31/2013	(ABNORMAL)	MONTH 12/31/2013	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		4,206,543.54		1,363,303.10		762,886.46	84.65
271.00	FORESTRY	29,770.00		32,770.00		29,770.00		(3,000.00)	110.08
276.00	CEMETERY	31,250.00		29,788.50		1,285.00		1,461.50	95.32
301.00	POLICE DEPARTMENT	71,610.00		57,511.47		5,833.37		14,098.53	80.31
336.00	FIRE DEPARTMENT	161,560.00		82,475.09		2,653.50		79,084.91	51.05
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00		0.00		33,000.00	0.00
528.00	REFUSE COLLECTION	340,100.00		341,702.40		187.20		(1,602.40)	100.47
747.00	COMMUNITY GARDEN	250.00		35.00		0.00		215.00	14.00
751.00	RECREATION	5,750.00		11,650.00		0.00		(5,900.00)	202.61
758.00	PUBLIC ART	10,000.00		5,000.00		0.00		5,000.00	50.00
850.00	WORKERS COMPENSATION	43,520.00		23,926.00		11,963.00		19,594.00	54.98
TOTAL Revenues		5,696,340.00		4,791,424.69		1,414,995.17		904,915.31	84.11
Expenditures									
101.00	COUNCIL	40,585.00		23,131.96		4,194.24		17,453.04	57.00
172.00	ADMINISTRATOR	240,980.00		150,789.54		74,739.07		90,190.46	62.57
209.00	ASSESSING	47,205.00		22,890.06		3,833.01		24,314.94	48.49
247.00	BOARD OF REVIEW	650.00		180.00		90.00		470.00	27.69
254.00	TREASURER/FINANCE	472,590.00		289,331.71		137,392.12		183,258.29	61.22
260.00	TECHNOLOGY	80,945.00		16,362.08		3,725.85		64,582.92	20.21
262.00	ELECTIONS	117,370.00		58,068.80		14,159.77		59,301.20	49.47
265.00	BUILDING OFFICIAL/CITY HALL	154,580.00		73,092.62		20,520.29		81,487.38	47.28
266.00	LEGAL/ATTORNEY	87,125.00		49,796.80		9,530.75		37,328.20	57.16
268.00	PARK STREET PROPERTY	41,985.00		0.00		0.00		41,985.00	0.00
269.00	PROPERTY	471,720.00		308,304.14		3,092.85		163,415.86	65.36
271.00	FORESTRY	63,465.00		21,240.00		11,391.54		42,225.00	33.47
272.00	ADMINISTRATIVE SERVICES	239,420.00		183,546.88		76,856.14		55,873.12	76.66
276.00	CEMETERY	220,160.00		134,700.98		90,150.02		85,459.02	61.18
305.00	POLICE ADMINISTRATION	326,065.00		180,747.97		63,889.85		145,317.03	55.43
315.00	CROSSING GUARDS	23,975.00		11,477.86		5,475.99		12,497.14	47.87
316.00	POLICE PATROLLING	1,004,145.00		537,595.00		208,881.16		466,550.00	53.54
336.00	FIRE DEPARTMENT	483,425.00		318,465.42		151,418.93		164,959.58	65.88
380.00	PLANNING/ZONING OFFICIAL	116,355.00		62,501.24		16,547.51		53,853.76	53.72
426.00	CIVIL DEFENSE	615.00		955.00		955.00		(340.00)	155.28
428.00	DISASTER ACCOUNT	100.00		0.00		0.00		100.00	0.00
441.00	PUBLIC SERVICES	5,620.00		3,679.07		2,103.76		1,940.93	65.46
447.00	ENGINEERING	290.00		290.00		290.00		0.00	100.00
448.00	STREET LIGHTING	125,700.00		63,120.92		12,966.53		62,579.08	50.22
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00		0.00		33,000.00	0.00
528.00	REFUSE COLLECTION	339,570.00		177,704.51		42,672.98		161,865.49	52.33
747.00	COMMUNITY GARDEN	530.00		662.61		35.76		(132.61)	125.02
756.00	PARKS AND BALL DIAMONDS	127,895.00		88,105.22		32,284.91		39,789.78	68.89
758.00	PUBLIC ART	15,000.00		10,000.00		0.00		5,000.00	66.67
775.00	SENIOR CITIZENS	8,040.00		3,690.00		1,465.00		4,350.00	45.90
790.00	LIBRARY	8,020.00		4,481.01		1,455.00		3,538.99	55.87
806.00	CHRISTMAS DECORATIONS	6,945.00		5,185.20		2,694.81		1,759.80	74.66
807.00	CABLE COMMISSION	4,560.00		2,410.00		610.00		2,150.00	52.85
808.00	PLANNING COMMISSION	755.00		344.06		249.22		410.94	45.57
850.00	WORKERS COMPENSATION	43,520.00		23,926.00		0.00		19,594.00	54.98
855.00	RETIREE BENEFITS	94,770.00		52,611.22		7,907.72		42,158.78	55.51
890.00	CONTINGENCIES	61,900.00		510.00		510.00		61,390.00	0.82
999.00	SURPLUS	586,765.00		639,489.99		0.00		(52,724.99)	108.99

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE		% BDC
		AMENDED BUDGET	NORMAL (ABNORMAL)			BALANCE	(ABNORMAL)	
	Fund 101 - GENERAL FUND							
	Expenditures							
	TOTAL Expenditures	5,696,340.00	3,519,387.87	1,002,089.78	2,176,952.13	61.78		
	Fund 101:							
	TOTAL REVENUES	5,696,340.00	4,791,424.69	1,414,995.17	904,915.31	84.11		
	TOTAL EXPENDITURES	5,696,340.00	3,519,387.87	1,002,089.78	2,176,952.13	61.78		
	NET OF REVENUES & EXPENDITURES	0.00	1,272,036.82	412,905.39	(1,272,036.82)	100.00		

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013		AVAILABLE BALANCE		% BDO USED	
		AMENDED BUDGET	NORMAL (ABNORMAL)		INCREASE (DECREASE)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED		
Fund 202 - MAJOR STREETS FUND										
000.00	Revenues	1,353,035.00		770,190.21		29,292.70		582,844.79		56.92
	TOTAL Revenues	1,353,035.00		770,190.21		29,292.70		582,844.79		56.92
Expenditures										
000.00		56,130.00		0.00		0.00		56,130.00		0.00
451.00	STREET/ROAD CONSTRUCTION	996,135.00		639,489.99		101,833.40		356,645.01		64.20
463.00	STREET MAINTENANCE	129,240.00		73,685.68		24,582.94		55,554.32		57.01
474.00	TRAFFIC SERVICES	24,640.00		5,215.23		407.51		19,424.77		21.17
478.00	WINTER MAINTENANCE	36,850.00		3,049.80		1,030.47		33,800.20		8.28
482.00	STREET ADMIN/GEN EXP	110,040.00		65,000.00		65,000.00		45,040.00		59.07
	TOTAL Expenditures	1,353,035.00		786,440.70		192,854.32		566,594.30		58.12
Fund 202:										
	TOTAL REVENUES	1,353,035.00		770,190.21		29,292.70		582,844.79		56.92
	TOTAL EXPENDITURES	1,353,035.00		786,440.70		192,854.32		566,594.30		58.12
	NET OF REVENUES & EXPENDITURES	0.00		(16,250.49)		(163,561.62)		16,250.49		100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 12/31/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 203 - LOCAL STREETS FUND						
Revenues						
000.00		198,005.00	45,558.58	10,107.13	152,446.42	23.01
<b>TOTAL Revenues</b>		<b>198,005.00</b>	<b>45,558.58</b>	<b>10,107.13</b>	<b>152,446.42</b>	<b>23.01</b>
Expenditures						
463.00	STREET MAINTENANCE	146,890.00	80,104.37	31,022.76	66,785.63	54.53
474.00	TRAFFIC SERVICES	8,725.00	1,578.07	314.90	7,146.93	18.09
478.00	WINTER MAINTENANCE	30,390.00	2,566.36	734.49	27,823.64	8.44
482.00	STREET ADMIN/GEN EXP	12,000.00	12,000.00	12,000.00	0.00	100.00
<b>TOTAL Expenditures</b>		<b>198,005.00</b>	<b>96,248.80</b>	<b>44,072.15</b>	<b>101,756.20</b>	<b>48.61</b>
Fund 203:						
TOTAL REVENUES		198,005.00	45,558.58	10,107.13	152,446.42	23.01
TOTAL EXPENDITURES		198,005.00	96,248.80	44,072.15	101,756.20	48.61
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>(50,690.22)</b>	<b>(33,965.02)</b>	<b>50,690.22</b>	<b>100.00</b>

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE		% BDT USED
		BUDGET	AMENDED			NORMAL (ABNORMAL)	BALANCE	
	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
	Revenues							
000.00		125,500.00		48,926.58	9,113.31	76,573.42		38.99
	TOTAL Revenues	125,500.00		48,926.58	9,113.31	76,573.42		38.99
	Expenditures							
000.00		125,500.00		26,484.34	5,537.61	99,015.66		21.10
	TOTAL Expenditures	125,500.00		26,484.34	5,537.61	99,015.66		21.10
	Fund 248:							
	TOTAL REVENUES	125,500.00		48,926.58	9,113.31	76,573.42		38.99
	TOTAL EXPENDITURES	125,500.00		26,484.34	5,537.61	99,015.66		21.10
	NET OF REVENUES & EXPENDITURES	0.00		22,442.24	3,575.70	(22,442.24)		100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 250 - LOCAL DEV. FINANCE AUTHORITY								
Revenues								
000.00		422,820.00		1,882,734.29	232,764.64	(1,459,914.29)		445.28
TOTAL Revenues		422,820.00		1,882,734.29	232,764.64	(1,459,914.29)		445.28
Expenditures								
691.00	L.D.F.A.	422,820.00		47,505.00	9,200.00	375,315.00		11.24
TOTAL Expenditures		422,820.00		47,505.00	9,200.00	375,315.00		11.24
Fund 250:								
TOTAL REVENUES		422,820.00		1,882,734.29	232,764.64	(1,459,914.29)		445.28
TOTAL EXPENDITURES		422,820.00		47,505.00	9,200.00	375,315.00		11.24
NET OF REVENUES & EXPENDITURES		0.00		1,835,229.29	223,564.64	(1,835,229.29)		100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		BUDGET	AMENDED	NORMAL	(ABNORMAL)	MONTH	INCREASE (DECREASE)	12/31/2013	BALANCE	% BGT
										USED
	Fund 297 - ECONOMIC DEVELOPMENT COMM.									
	Revenues									
000.00		70.00		31.27		5.13		38.73		44.67
	TOTAL Revenues	70.00		31.27		5.13		38.73		44.67
	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		31.27		5.13		38.73		44.67
	TOTAL EXPENDITURES	70.00		0.00		0.00		70.00		0.00
	NET OF REVENUES & EXPENDITURES	0.00		31.27		5.13		(31.27)		100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE BALANCE	% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 353 - 1992 LDFA BOND							
Revenues							
000.00		0.00		36,505.00	0.00	(36,505.00)	100.00
<b>TOTAL Revenues</b>		<b>0.00</b>		<b>36,505.00</b>	<b>0.00</b>	<b>(36,505.00)</b>	<b>100.00</b>
Expenditures							
000.00		0.00		36,505.00	0.00	(36,505.00)	100.00
<b>TOTAL Expenditures</b>		<b>0.00</b>		<b>36,505.00</b>	<b>0.00</b>	<b>(36,505.00)</b>	<b>100.00</b>
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
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE		% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 592 - WATER/SEWER FUND								
000.00	Revenues	3,566,290.00		1,361,692.83	211,891.24	2,204,597.17		38.18
	TOTAL Revenues	3,566,290.00		1,361,692.83	211,891.24	2,204,597.17		38.18
Expenditures								
545.00	WATER & SEWER ADMINISTRATION	41,110.00		20,180.25	3,312.40	20,929.75		49.09
546.00	SEWER IMPROVEMENT	44,310.00		44,309.25	44,309.25	0.75		100.00
548.00	SEWER MAINTENANCE	288,865.00		69,555.48	29,382.24	219,309.52		24.08
555.00	WASTEWATER TREATMENT PLANT	871,315.00		508,680.27	235,149.78	362,634.73		58.38
556.00	WATER MAINTENANCE	385,280.00		219,873.54	78,904.49	165,406.46		57.07
557.00	STORM SEWER PROGRAM	26,575.00		0.00	0.00	26,575.00		0.00
558.00	WATER IMPROVEMENT	405,175.00		460,572.26	183,070.00	(55,397.26)		113.67
559.00	WATER TREATMENT PLANT	838,660.00		237,790.29	34,757.96	600,869.71		28.35
566.00	ALLOWANCE FOR DEPRECIATION	665,000.00		0.00	0.00	665,000.00		0.00
	TOTAL Expenditures	3,566,290.00		1,560,961.34	608,886.12	2,005,328.66		43.77
Fund 592:								
	TOTAL REVENUES	3,566,290.00		1,361,692.83	211,891.24	2,204,597.17		38.18
	TOTAL EXPENDITURES	3,566,290.00		1,560,961.34	608,886.12	2,005,328.66		43.77
	NET OF REVENUES & EXPENDITURES	0.00		(199,268.51)	(396,994.88)	199,268.51		100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE BALANCE	% BDDT USED
		BUDGET	AMENDED				
Fund 612 - MASON BUILDING AUTHORITY							
Revenues							
000.00		277,745.00		115,073.54	0.03	162,671.46	41.43
TOTAL Revenues		277,745.00		115,073.54	0.03	162,671.46	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		115,073.54	0.03	162,671.46	41.43
TOTAL EXPENDITURES		277,745.00		115,069.99	0.00	162,675.01	41.43
NET OF REVENUES & EXPENDITURES		0.00		3.55	0.03	(3.55)	100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE BALANCE	% BDT USED
		BUDGET	NORMAL (ABNORMAL)				
Fund 661 - MOTOR VEHICLE POOL							
Revenues							
000.00		344,725.00		73,824.45	16,399.41	270,900.55	21.42
TOTAL Revenues		344,725.00		73,824.45	16,399.41	270,900.55	21.42
Expenditures							
567.00	SHOP & BLDG. MAINTENANCE	44,010.00		35,264.12	34,230.22	8,745.88	80.13
568.00	EQUIPMENT MAINTENANCE	170,615.00		87,301.22	13,243.76	83,313.78	51.17
901.00	EQUIPMENT-CAPITAL OUTLAY	130,100.00		65,357.20	1,362.95	64,742.80	50.24
TOTAL Expenditures		344,725.00		187,922.54	48,836.93	156,802.46	54.51
Fund 661:							
TOTAL REVENUES		344,725.00		73,824.45	16,399.41	270,900.55	21.42
TOTAL EXPENDITURES		344,725.00		187,922.54	48,836.93	156,802.46	54.51
NET OF REVENUES & EXPENDITURES		0.00		(114,098.09)	(32,437.52)	114,098.09	100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 12/31/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGT USED
Fund 702 -- RAYNER BOND FUND						
Revenues						
000.00		33,000.00	18,750.27	4,524.03	14,249.73	56.82
TOTAL Revenues		33,000.00	18,750.27	4,524.03	14,249.73	56.82
Expenditures						
000.00		33,000.00	7,937.28	0.00	25,062.72	24.05
TOTAL Expenditures		33,000.00	7,937.28	0.00	25,062.72	24.05
Fund 702:						
TOTAL REVENUES		33,000.00	18,750.27	4,524.03	14,249.73	56.82
TOTAL EXPENDITURES		33,000.00	7,937.28	0.00	25,062.72	24.05
NET OF REVENUES & EXPENDITURES		0.00	10,812.99	4,524.03	(10,812.99)	100.00

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013	AVAILABLE BALANCE	% BDC
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 711 - CEMETERY TRUST FUND							
Revenues							
000.00		4,300.00		2,922.43	58.60	1,377.57	67.96
TOTAL Revenues		4,300.00		2,922.43	58.60	1,377.57	67.96
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		2,922.43	58.60	1,377.57	67.96
TOTAL EXPENDITURES		4,300.00		0.00	0.00	4,300.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		2,922.43	58.60	(2,922.43)	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 12/31/2013	ACTIVITY FOR MONTH 12/31/2013		AVAILABLE BALANCE	% BDT USED
		BUDGET	AMENDED		NORMAL (ABNORMAL)	INCREASE (DECREASE)		
Fund 812 - SPECIAL ASSESSMENT FUND								
Revenues				46,924.00		126.47	154,716.00	23.27
000.00		201,640.00						
TOTAL Revenues		201,640.00		46,924.00		126.47	154,716.00	23.27
Expenditures				185,194.15		100,024.15	16,445.85	91.84
000.00		201,640.00						
TOTAL Expenditures		201,640.00		185,194.15		100,024.15	16,445.85	91.84
Fund 812:								
TOTAL REVENUES		201,640.00		46,924.00		126.47	154,716.00	23.27
TOTAL EXPENDITURES		201,640.00		185,194.15		100,024.15	16,445.85	91.84
NET OF REVENUES & EXPENDITURES		0.00		(138,270.15)		(99,897.68)	138,270.15	100.00
TOTAL REVENUES - ALL FUNDS								
TOTAL EXPENDITURES - ALL FUNDS		12,223,470.00		9,194,558.14		1,929,277.86	3,028,911.86	75.22
NET OF REVENUES & EXPENDITURES		12,223,470.00		6,569,657.01		2,011,501.06	5,653,812.99	53.75
		0.00		2,624,901.13		(82,223.20)	(2,624,901.13)	100.00

QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING 12/31/13

ACCOUNTS	CASH	GENERAL FUND INVESTMENT	DART MONEY MARKET	*CUTWATER	TOTAL PRINCIPAL INVESTED	QUARTERLY INTEREST EARNED
MSB						
Cemetery Trust	16,490.95	221,692.26		100,469.53	338,652.74	176.77
Current Tax	1,159,563.98				1,159,563.98	0.36
D.D.A.	36,938.03		146,785.64	48,772.65	232,496.32	123.83
E.D.C.	1,641.73	20,152.12			21,793.85	15.64
General Fund	2,101,261.96		721,369.39	63,329.13	2,885,960.48	2,483.92
General Fund - Checking	263,120.42				263,120.42	
L.D.F.A.	151,310.69	752,729.28	1,566,303.72		2,470,343.69	1,844.01
Rayner Bond	49,515.65	251,703.13		317,277.55	618,496.33	219.53
Water & Sewer	117,939.17				117,939.17	29.94
DNB						
Capital Improvement	387.20				387.20	
Local Streets	383.67		105,235.13	10,279.47	115,898.27	80.21
Major Streets	158,630.71		484,763.58	65,185.40	708,579.69	370.00
M.V.P	8,167.96		345,369.70	56,019.30	409,556.96	275.90
Mason Building Authority	535.66				535.66	0.07
Special Assessments	85,771.28		433,232.67	19,352.35	538,356.30	328.44
Water & Sewer	452,664.78		3,127,102.52	151,971.87	3,731,739.17	2,372.53
TOTALS INVESTED	4,604,323.84	1,246,276.79	6,930,162.35	832,657.25	13,613,420.23	8,321.15
AVERAGE INT RATE	.27%-AVG	.30%-AVG	.30%-AVG	.03%-AVG		
TERM	LIQUID	LIQUID	LIQUID	LIQUID		
MATURITY DATE	N/A	N/A	N/A	N/A		
% INVESTED	33.82%	9.15%	50.91%	6.12%	100.00%	
% IN DART	56.10%					
% IN MSB	37.79%					
% IN CUTWATER	6.12%					
	100.00%					
*(formerly MBIA)						

# 2013 SILVER SPONSOR

THIS CERTIFICATE IS  
PRESENTED TO THE

*City of Mason*

FOR SUPPORTING OUR  
COMMUNITY THROUGH  
CONTRIBUTIONS TO THE  
MASON AREA CHAMBER OF  
COMMERCE IN THE YEAR 2013



*Mason Area*  
Chamber of Commerce  
Mason, Michigan

1/14/14  
DEAR MR MAYOR,

I REGRETFULLY  
RESIGN MY POSITION  
ON THE PLANNING  
COMMISSION. I ENJOYED  
SERVING THE CITY OF  
MASON VERY MUCH.

SINCERELY,  
KEVIN GREEN

---

# City of Mason

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



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

## MEMORANDUM

**TO:** Honorable Mayor and Council Members  
**FROM:** Martin Colburn, City Administrator  
**DATE:** January 20, 2014  
**RE:** City Administrator's Report

### Mason 150 Legacy Tree Project

The City of Mason is entering into its sesquicentennial year in 2015, which will be within the upcoming budget that we are commencing to work on together. The City of Mason has been a Tree City USA for 22 years. In recent years, the City has unfortunately had significant tree damage through the emerald ash borer, as well as several severe storms that have created a lot of tree damage.

The attached Legacy Tree Program is intended to contribute to the City's 150th celebrations by allowing citizens and businesses to participate. This policy would allow direct contributions to the City to purchase trees for public spaces. It also allows them to commemorate families, individuals, or businesses. The included tree list was provided to us by professional landscape architect Bill Schneider at the most recent Tree Commission meeting.

While this practice would encourage participation by the public, the \$150 fee would only pay for approximately half of the cost of the trees and their installation costs. This program is dependent on using matching dollars from the City. The City has historically placed funding into installing new trees every year. This project would require additional funding from the City of an estimated \$22,500 within the next two budget years. For now, the City could participate in the program by matching funds until the budgeted amount for the fiscal year is exhausted. This allows us to expand tree planting at a faster pace than just following the current budgeted tree allowance.

## **PNC Economist**

The PNC Financial Services Group periodically provides an economic outlook, and recently held an update at MSU. Bill Adams, PNC's Senior International Economist, provided an overview of economic impacts that are or may influence the national and international economy. A quick recap of his presentation provided a conservatively positive outlook. He stated that while 2014 is not the year, 2015 is shaping to be the year that the economy will take off and impact the United States in a positive manner. The momentum is still fairly slow and was not helped out by the US Government closure. Mr. Adams believes that the advanced economy business cycles are in recovery, including North America and Europe. He believes the area to watch is Asia. Japan still has difficulties and the recession has impacted China so that their economic annual growth, which was as high as 7% in recent years, has slid downward. Everyone is asking, what is the new "Normal." Apparently, that is the question of the decade, as the economists don't have similar measurements and cycles to make a strong comparison from the recent recession.

Mr. Adams made a point that education attainment is critical for individual and national success as labor markets that have workers with higher educational skill levels will benefit. He stated that will be true on both the micro and macro outlook, meaning it is as true for our region and state, as it is for our nation and competitiveness internationally. Also, unemployment rates are predicted to fall by half in 8 years. Wage growth could pick up by 2015.

Internationally, Britain's Recession is over. China, India and Brazil will be the foreign nations to watch. The Chinese wage inflation favors Mexican exports at the expense of Chinese exports. Mexico's manufacturing out of its low. The construction industry is still at a loss and will continue to be both nationally and internationally. Mr. Adams makes it clear that the US economy is slowly rising positively, but there are many influences—including internationally—that will have an impact on us as well. Mr. Adams was more of an optimist overall, and pointed out some positive influences within the Lansing and Michigan economy.



## Mason's Sesquicentennial Legacy Tree Program

In today's fast-paced world, it's good to lay down roots. Mason City residents will be able to do that –literally – with the help of planning from the Mason150 Committee. The group has been working on a program to plant at least 150 trees in the City to commemorate Mason's sesquicentennial in 2015. Individuals, companies, service groups and other organizations can now order trees to enhance their suggested location. Location choices include along streets, public rights of way and City of Mason parks.

The Legacy Tree Program is a great way to honor someone, while also promoting community spirit, improving native species habitat, and supporting outdoor education. The \$150.00 cost of your tree will include professional planting of a large tree, including soil preparation, planting, watering and mulch.

April and September 2015 plantings are planned, incorporating Earth and Arbor Day events. Donations can be mailed to the City of Mason, Attn: Legacy Trees, 201 W. Ash St. Mason, MI 48854.

**Questions?** Please call Ingrid Nova at 517-676-5891 or e-mail: [ingridn@mason.mi.us](mailto:ingridn@mason.mi.us)

### ***Help Make and Keep Mason Beautiful for Another 100 years!***

Your gift helps enhance our community for future generations. Tree purchase costs, soil preparation, planting, mulch and continuing care are all included in your donation.

Each tree can be purchased for \$150.00. Individual donations can be grouped to combine donations for a tree, or multiple trees. If the donations are made separately, please add a note so that we can recognize this as a separate donation to be combined with other named donors. e.g., *Please combine for the Jane Doe Family*

#### **Donor Information**

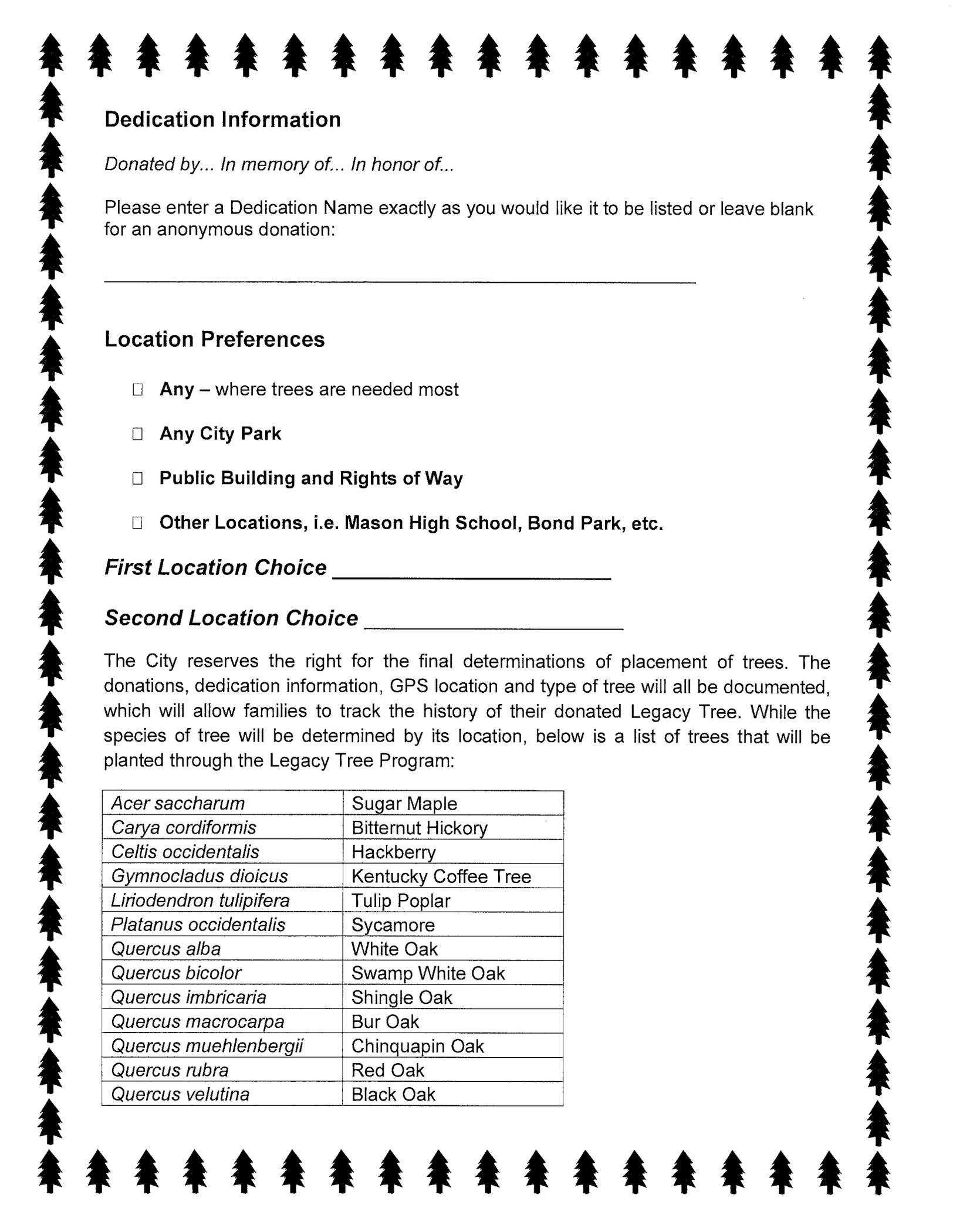
First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_



## Dedication Information

*Donated by... In memory of... In honor of...*

Please enter a Dedication Name exactly as you would like it to be listed or leave blank for an anonymous donation:

---

## Location Preferences

- Any – where trees are needed most
- Any City Park
- Public Building and Rights of Way
- Other Locations, i.e. Mason High School, Bond Park, etc.

**First Location Choice** \_\_\_\_\_

**Second Location Choice** \_\_\_\_\_

The City reserves the right for the final determinations of placement of trees. The donations, dedication information, GPS location and type of tree will all be documented, which will allow families to track the history of their donated Legacy Tree. While the species of tree will be determined by its location, below is a list of trees that will be planted through the Legacy Tree Program:

<i>Acer saccharum</i>	Sugar Maple
<i>Carya cordiformis</i>	Bitternut Hickory
<i>Celtis occidentalis</i>	Hackberry
<i>Gymnocladus dioicus</i>	Kentucky Coffee Tree
<i>Liriodendron tulipifera</i>	Tulip Poplar
<i>Platanus occidentalis</i>	Sycamore
<i>Quercus alba</i>	White Oak
<i>Quercus bicolor</i>	Swamp White Oak
<i>Quercus imbricaria</i>	Shingle Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus muehlenbergii</i>	Chinquapin Oak
<i>Quercus rubra</i>	Red Oak
<i>Quercus velutina</i>	Black Oak