

CITY OF MASON

201 West Ash St.
Mason, MI 48854-0370

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

CITY COUNCIL MEETING - COUNCIL CHAMBER

Monday, February 17, 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. Presentations
 - A. Corey Wojen, WOW Network Manager
7. Consent Agenda
 - A. Approval of Minutes
 - Regular Council Meeting: February 3, 2014
 - B. Approval of Bills
 - C. Excused Absences, Councilmember Bruno
8. Regular Business
 - A. Resolution 2014-07—Accept Change Order No. 3 for Local Streets
 - B. Capital Area District Library Agreement with the City of Mason
 - C. Discussion— Well No. 9 Update
 - D. Discussion— Snow Removal Ordinance
9. Unfinished Business
10. New Business
11. Correspondence
 - Correspondence from Christian Andersen, WOW System Manager, dated Feb. 10, 2014
 - 2013 Mason Area Chamber of Commerce Silver Sponsor Certificate for Mason DDA
 - Monthly Revenue and Expenditure Report
12. Liaison Reports
13. Councilmember Reports
14. Administrator's Report
 - Michigan Public Service Annual Report
 - Hayhoe Riverwalk Trailhead
15. Adjournment

**CITY OF MASON
REGULAR CITY COUNCIL MEETING
MINUTES OF FEBRUARY 3, 2014**

Clark called the meeting to order at 7:30 p.m. in the Council Chambers at 201 W. Ash Street, Mason, Michigan. Bruno 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
Eric Smith, Finance Director/Treasurer
David Haywood, Zoning & Development Director
John Stressman, Chief of Police

ANNOUNCEMENTS

- Mason Area Chamber of Commerce Awards Dinner – February 12, 2014
- Fund Raiser for Mike Fernandez – Ingham County Fair Grounds – February 15, 2014
- The Tree Commission is seeking nominations for the person that will be honored at the 2014 Arbor Day celebration
- Downtown Development Authority – Special Meeting – February, 5, 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: January 20, 2014
- B. Motion – Approval of Bills - \$34,976.35

MOTION APPROVED UNANIMOUSLY

REGULAR BUSINESS

Resolution No. 2014-06 – Mayoral Appointment to the Planning Commission

Clark introduced Planning Commission candidate Elizabeth Hude. Ms. Hude spoke of her interest in serving on the commission as well as her career and training in planning.

MOTION by Naeyaert, second by Droscha,
to consider Resolution No. 2014-06 read.

MOTION APPROVED UNANIMOUSLY

Resolution No. 2014-06 was introduced by Bruno, seconded by Naeyaert.

WHEREAS, the resignation of Kelli Green on January 14, 2014, created a vacancy on the Planning Commission; now

BE IT HEREBY RESOLVED, that the Mayor, with confirmation by the City Council, does hereby appoint Elizabeth Hude to the Planning Commission of the city to fill the remainder of the unexpired term, commencing February 3, 2014 and expiring on December 31, 2014.

RESOLUTION APPROVED UNANIMOUSLY

Resolution No. 2014-07 – Accept Change Order No. 3 for Local Streets

MOTION by Naeyaert, second by Droscha,
to consider Resolution No. 2014-07 read.

MOTION APPROVED UNANIMOUSLY

Resolution No. 2014-07 was introduced by Bruno, seconded by Naeyaert.

Discussion was held to include pricing for the construction of local streets for fiscal years, 2013-2014, adding additional streets and accelerating the street program.

MOTION by Brown, second by Naeyaert,
to postpone consideration of Resolution No. 2014-07 to the February 17, 2014 meeting.

MOTION APPROVED UNANIMOUSLY

Discussion – City Hall Landscaping Proposals

Bruno informed Council regarding the Mason American Legion Browne-Cavender Post 148 sculpture project that is planned for locating on the berm in front of City Hall along Ash Street. He stated that the Executive Committee approved a contract with H&H Welding to fabricate stainless steel bases that will be mounted to a pillar to attach the statues. He provided a site plan of the sculpture project depicting a flag centered on the berm with four statues on each side. It was the consensus of Council to maintain the landscaping discussion on the regular meeting agendas leading up to budget meetings in April.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

CORRESPONDENCE

All correspondence was distributed.

LIAISON REPORTS

- Droscha informed Council regarding Traffic Commission business
- Mulvany informed Council regarding Historic District Commission business

COUNCILMEMBER REPORTS

None.

ADMINISTRATOR'S REPORT

Colburn informed Council regarding city business. Discussion ensued regarding city projects to consider for the Michigan Municipal League (MML) Community Excellence Awards.

ADJOURNMENT

The meeting adjourned at 8:52 p.m.

Deborah J. Cwierniewicz, City Clerk

Leon R. Clark, Mayor

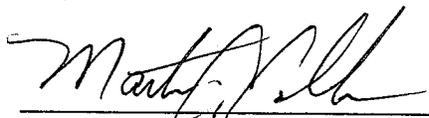
02/14/2014 09:21 AM
User: TF
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON
EXP CHECK RUN DATES 02/01/2014 - 02/18/2014
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
COUNCIL REPORT

MONDAY, FEBRUARY 17, 2014

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
06474	CONSUMERS ENERGY		
FEB 2014 101-265.00-920.000	GAS & ELECTRICITY 12/20 - 1/22/14 GAS & ELECTRIC 12/20 - 1/22/2014	02/03/2014	5,448.63
FEB 2014 592-555.00-920.000	ELECTRICITY 12/21 - 1/24/14 ELECTRICITY 12/21 - 1/24/14	02/10/2014	10,257.34
VENDOR TOTAL:			15,705.97
05234	MML WORKERS COMPENSATION FUND		
8775201 101-850.00-724.000	2013-2014 4TH QTR WORKERS COMP CONTRIBUTION 2013-2014 4TH QTR WORKERS COMP CONTRIB	02/14/2014	11,964.00
VENDOR TOTAL:			11,964.00
TOTAL - ALL VENDORS:			27,669.97

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



Martin A. Colburn
City Administrator

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: February 17, 2014

Agenda Item: 7(C)

AGENDA ITEM

Motion - Request for Excused Absences – Councilmember Bruno

EXHIBITS

- Letter from Councilmember Bruno, dated February 10, 2014

STAFF REVIEW

Administration

SUMMARY STATEMENT

Councilmember Bruno is requesting to be excused from the March 3 and March 17, 2014 City Council meetings.

RECOMMENDED ACTION

Move to excuse the absence of Councilmember Bruno from the March 3 and March 17, 2014 City Council meetings.

February 10, 2014

The Honorable Mayor Clark
c/o Mason City Clerk
201 West Ash Street
Mason, MI 48854

Honorable Mayor Clark and Council members,

I, Leslie W. Bruno, Jr., am requesting as per section 5.2 (3) of City of Mason's charter to be excused from the council meetings of March 3, 2014 and March 17, 2014. I will be out of state on these dates. As always, I will be available by e-mail or by phone (517-896-1444).

Respectively submitted,

Leslie W. Bruno, Jr.

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: February 17, 2014

Agenda Item: 8 (A)

AGENDA ITEM

Resolution No. 2014-07 – Accept Change Order No. 3 for Local Streets

EXHIBITS

- Change Order No. 3 dated February 6, 2014

STAFF REVIEW

Administration

SUMMARY STATEMENT

The City of Mason went out for public bids for the 2013-2014 construction year for local streets, awarding Reith-Riley Construction the bid. The Change Order No. 3 to the above-referenced Local Streets project reflects the prices to complete Hunting Meadows Drive, Stag Thicket Lane, Eagles Nest Court, Monroe Street and West Columbia Street from Cedar Street to the railroad tracks. Change Order No. 3 totals \$299,030.84.

RECOMMENDED ACTION

Move to approve Resolution No. 2014-07.

Introduced:
Second:

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2014-07**

ACCEPT CHANGE ORDER NO. 3 FOR LOCAL STREETS

February 17, 2014

WHEREAS, the City of Mason went out for public bids for the construction of the local streets of North Street from Mason Street to Cedar Street, and Temple Street from East Columbia Street to Ash Street; and

WHEREAS, bids were received and publicly opened on May 14, 2013; and

WHEREAS, the low bidder is Reith-Riley Construction with a bid of \$521,502.29; and

WHEREAS, Change Order No. 3 to the above-referenced Local Streets project reflects the prices to complete Hunting Meadows Drive, Stag Thicket Lane, Eagles Nest Court, Monroe Street and West Columbia Street from Cedar Street to the railroad tracks; and

BE IT HEREBY RESOLVED, that the Mason City Council approves the expenditures as part of the Fiscal Year 2013-2014 budget, with the Change Order No. 3 increase of \$299,030.84 for the construction of Local Street construction program, and authorizes the City Administrator signature authority.

Yes:

No:

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, February 17, 2014, the original of which is part of the City Council minutes.

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

CHANGE ORDER NO. 3

PROJECT: Mason-2013 Local Streets-North St. and Temple St.

DATE: 2/06/14

OWNER: City of Mason, 201 W. Ash Street, Mason, MI 48854

CONTRACTOR: Rieth-Riley Construction Co. Inc.
4150 S. Creyts Road
Lansing, MI 48917ENGINEER: Wolverine Engineers and
Surveyors, Inc.
312 North Street
Mason, MI 48854

CONTRACT: Mason-2013 Local Streets-North St. and Temple St.

PROJECT NO. 13-0002

Description of Changes - These streets must be completed & billed before 6/30/14

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Hunting Meadow Dr.- South St. to Stag Thicket					
1	Pulverize Existing Pavement (Full Depth)	1,830	syd	\$0.95	\$1,738.50
2	Machine Grading, incl. Removal of Excess Material	6	sta	\$950.00	\$5,700.00
3	Fine Grading	1,830	syd	\$0.50	\$915.00
4	Bituminous Mixture 13A @ 440#/syd	403	tons	\$51.41	\$20,718.23
5	Plaster Existing Catchbasin Casting	5	ea	\$87.00	\$435.00
6	Adjust Existing Manhole Casting	3	ea	\$288.00	\$864.00
7	Remove and Replace ADA Ramps	220	sft	\$7.20	\$1,584.00
8	Truncated Dome RampPanel (2.5' x 2') EJIW	6	ea	\$170.00	\$1,020.00
9	Remove and Replace Concrete Curb and Gutter	40	cft	\$20.60	\$824.00
10	Adjust Water Valve Box	1	ea	\$137.00	\$137.00
11	Restoration and Clean Up	1	ls	\$1,300.00	\$1,300.00
12	Signing and Traffic Control	1	ls	\$1,118.00	\$1,118.00
Total Amount of Construction-Hunting Meadow Dr.- South St. to Stag Thicket					\$36,353.73
Stag Thicket Lane					
1	Pulverize Existing Pavement (Full Depth)	2,800	syd	\$0.95	\$2,660.00
2	Machine Grading, incl. Removal of Excess Material	5	sta	\$950.00	\$4,750.00
3	Fine Grading	2,800	syd	\$0.50	\$1,400.00
4	Bituminous Mixture 13A @ 440#/syd	616	tons	\$51.41	\$31,668.56
5	Plaster Existing Catchbasin Casting	2	ea	\$87.00	\$174.00
6	Adjust Existing Manhole Casting	5	ea	\$288.00	\$1,440.00
7	Furnish New and Adjust Manhole Casting, EJIW 1040	1	ea	\$700.00	\$700.00
8	Remove and Replace ADA Ramps	280	sft	\$7.20	\$2,016.00
9	Truncated Dome RampPanel (2.5' x 2') EJIW	8	ea	\$170.00	\$1,360.00
10	Remove and Replace Concrete Curb and Gutter	60	lft	\$20.60	\$1,236.00
11	Restoration and Clean Up	1	ls	\$1,300.00	\$1,300.00
12	Signing and Traffic Control	1	ls	\$1,118.00	\$1,118.00
Total Amount of Construction-Stag Thicket Lane					\$49,822.56

CHANGE ORDER NO. 3

Eagles Nest Ct.

1	Pulverize Existing Pavement (Full Depth)	2,725 syd	\$0.95	\$2,588.75
2	Machine Grading, incl. Removal of Excess Material	5 sta	\$950.00	\$4,750.00
3	Fine Grading	2,725 syd	\$0.50	\$1,362.50
4	Bituminous Mixture 13A @ 440#/syd	600 tons	\$51.41	\$30,846.00
5	Plaster Existing Catchbasin Casting	2 ea	\$87.00	\$174.00
6	Adjust Existing Manhole Casting	5 ea	\$288.00	\$1,440.00
7	Remove and Replace ADA Ramps	180 sft	\$7.20	\$1,296.00
8	Truncated Dome Ramp Panel (2.5' x 2') EJIW	6 ea	\$170.00	\$1,020.00
9	Remove and Replace Concrete Curb and Gutter	60 lft	\$20.60	\$1,236.00
10	Restoration and Clean Up	1 ls	\$1,300.00	\$1,300.00
11	Signing and Traffic Control	1 ls	\$1,118.00	<u>\$1,118.00</u>
Total Amount of Construction-Eagles Nest Ct.				\$47,131.25

Monroe Street-E. Columbia St. to Randolph Street

1	Pulverize Existing Pavement (Full Depth)	1,754 syd	\$0.95	\$1,666.30
2	Machine Grading, incl. Removal of Excess Material	5.5 sta	\$950.00	\$5,225.00
3	Fine Grading	1,754 syd	\$0.50	\$877.00
4	Bituminous Mixture 13A @ 440#/syd	485 tons	\$51.41	\$24,933.85
5	Plaster Existing Catchbasin Casting	4 ea	\$87.00	\$348.00
6	Adjust Existing Manhole Casting	1 ea	\$288.00	\$288.00
7	Furnish New & Adjust Manhole Casting, EJIW 1040	2 ea	\$700.00	\$1,400.00
8	Rebuild Cone Section (3' Max) of Drainage Structure	1 ea	\$357.00	\$357.00
9	Remove & Replace Conc. Curb & Gutter	80 lft	\$20.60	\$1,648.00
10	Remove & Replace 4" Concrete Sidewalk	300 sft	\$3.82	\$1,146.00
11	Remove & Replace 6" Concrete Sidewalk or Drive	240 sft	\$4.50	\$1,080.00
12	Remove and Replace ADA Ramps	140 sft	\$7.20	\$1,008.00
13	Truncated Dome Ramp Panel (2.5' x 2') EJIW	4 ea	\$170.00	\$680.00
14	Restoration & Cleanup	1 LS	\$1,300.00	\$1,300.00
15	Signing & Traffic Control	1 LS	\$1,118.00	<u>\$1,118.00</u>
Total Amount of Construction-Monroe Street-E. Columbia to Randolph				\$43,075.15

W. Columbia Street-Cedar St. to RR Tracks

1	Pulverize Existing Pavement (Full Depth)	3,750 Syd	\$0.95	\$3,562.50
2	Machine Grading, incl. Removal of Excess Material	12 Sta	\$950.00	\$11,400.00
3	Shape and Fine Grade	3,750 Syd	\$0.50	\$1,875.00
4	Sawcut Bit. Pavement	400 Lft	\$1.25	\$500.00
5	Subgrade Undercut	100 Cyd	\$15.00	\$1,500.00
6	Bit. Leveling Course 13A @ 330#/syd	640 Tons	\$51.41	\$32,902.40
7	Bit Wearing Course 13A @ 220#/syd	425 Tons	\$51.41	\$21,849.25
8	Adjust Existing MH Casting	2 Ea	\$288.00	\$576.00
9	Adjust Water Valve Box	2 Ea	\$150.00	\$300.00
10	Rebuild Cone Section (3' Max) of Drainage Structure	1 Ea	\$387.00	\$387.00
11	24" Dia. Catchbasin incl. "K" Casting	4 Ea	\$1,782.00	\$7,128.00

CHANGE ORDER NO. 3

12	12" Storm Sewer C-76-III	300 LFt	\$29.00	\$8,700.00
13	Tap Ex. Storm Manhole	2 Ea	\$300.00	\$600.00
14	Furnish New & Adjust Manhole Casting EJIW 1040	2 Ea	\$700.00	\$1,400.00
15	Furnish New & Adjust Valve Box Section & Cap	2 Ea	\$250.00	\$500.00
16	Remove & Replace Concrete Curb & Gutter	450 LFt	\$20.60	\$9,270.00
17	Remove & Replace 4" Concrete Sidewalk	600 Sft	\$3.82	\$2,292.00
18	Remove & Replace 6" Concrete Sidewalk or Drive	700 Sft	\$4.50	\$3,150.00
19	Remove & Replace ADA Ramps	580 Sft	\$7.20	\$4,176.00
20	Truncated Dome Ramp Panel (2.5' x 2') EJIW	14 Ea	\$170.00	\$2,380.00
21	Restoration & Cleanup	1 LS	\$2,000.00	\$2,000.00
22	Signing & Traffic Control and Detour	1 LS	\$5,000.00	\$5,000.00
23	Pavement Marking, 4" Yellow Skip	1 LS	\$500.00	\$500.00
24	Railroad Crossing Symbols	2 Ea	\$350.00	\$700.00
Total Amount of Construction-W. Columbia St.-Cedar St. to RR Tracks				\$122,648.15

Total Increase Change Order No. 3 \$299,030.84

CHANGES IN CONTRACT PRICE:

Original Contract Price: \$ 521,502.29
 Previous Change Orders: \$ 34,591.14
 Contract Price prior to this
 Change Order: \$ 556,093.43
 Net Increase of this
 Change Order: \$ 299,030.84
 Contract Price with all approved
 Change Orders: \$ 855,124.27

CHANGE IN CONTRACT TIME:

Original Contract Time: 180 Days
 Net Change from Previous
 Change Orders: 0 Days
 Contract Time Prior to this
 Change Order: 180 Days
 Net Increase of this Change
 Order: 238 Days
 Contract Time with all ap-
 proved Change Orders: 6/30/2014

RIETH-RILEY CONSTRUCTION CO., INC.

Contractor

By: 

Date: 2/10/14

CITY OF MASON

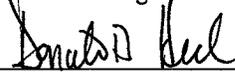
Owner

By: _____

Date: _____

Wolverine Engineers and Surveyors, Inc.

Engineer

By: 

Date: 2/11/14

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: February 17, 2014

Agenda Item: 8 (B)

AGENDA ITEM

- Authorizing the City of Mason to Enter Into an Agreement with Capital Area District Library

EXHIBITS

Capital Area District Library Agreement with the City of Mason

STAFF REVIEW

Administration

SUMMARY STATEMENT

The City of Mason previously entered into a Library Agreement on January 15, 2001, establishing a library operated by the Capital Area District Library (CADL) within the territorial limits of the City of Mason, known as the Mason Branch Library. Since the previous Agreement has expired, CADL wishes to enter into a new Agreement with the City of Mason to continue their arrangement to operate and maintain the Mason Branch Library.

RECOMMENDED ACTION

Authorize signature authority for City Administrator Martin Colburn to sign the CADL Library Agreement.

**CAPITAL AREA DISTRICT LIBRARY
LIBRARY AGREEMENT WITH THE CITY OF MASON**

THIS AGREEMENT, made and entered into this ___ day of _____, 2014 by and between the CAPITAL AREA DISTRICT LIBRARY, a Michigan Non-Profit Corporation organized pursuant to Public Act 24 of 1989, MCL 397.171 *et seq.*, hereunder referred to as "CADL" and the City of Mason, a municipal corporation, hereunder referred to a "Municipality."

WHEREAS,

1. The parties recognize that CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents;
2. The parties previously entered into a Library Agreement on January 15, 2001 establishing a library operated by the CADL within the territorial limits of the Municipality, known as the Mason Branch Library;
3. The previous Library Agreement expired by its own terms;
4. The parties wish to continue their arrangement to operate and maintain the Mason Branch Library;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained it is mutually agreed as follows:

1. **Participating Municipality.** The Mason Branch Library shall continue to be operated by CADL as a branch library of the CADL system and the City of Mason shall continue to be a Participating Municipality as that term is defined in CADL's District Library Agreement, dated March 10, 1997 as last amended by an amendment dated in 2008, and filed April 17, 2009, with the State Librarian (the District Library Agreement). As a Participating Municipality, the Municipality is bound by the terms of the District Library Agreement.
2. **Library Staff.** CADL agrees to provide the Mason Branch Library with a Head Librarian and any additional staff which CADL, within its sole discretion, shall determine the Mason Branch Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Mason Branch Library's staff. The employees, servants, and agents of CADL shall in no way be considered to be and shall not hold themselves out as employees, servants, or agents of the Municipality.
3. **Hours of Operation.** The Mason Branch Library shall be open to the public at least forty-nine (49) hours per week, excluding nationally established holidays. The Mason Branch Library hours of operation open to the public shall be determined by the CADL, within its sole discretion.
4. **Books and Materials.** CADL shall continue to provide a collection of books and other materials for the Mason Branch Library, all of which shall remain the permanent property of CADL. Such materials are not and shall not be the property of the Municipality or any of its employees, servants, or agents. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Mason Branch Library, and CADL may do so within its sole discretion.

5. **Rules and Regulations.** It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Mason Branch Library and CADL may do so within its sole discretion. CADL shall provide the Municipality with the opportunity to review and comment upon any of the proposed policies, rules, and regulations which might be applicable to the operation of the Mason Branch Library prior to the adoption of said policies, rules, and regulations. CADL shall provide the Municipality with a financial report for the Mason Branch Library on a semi-annual basis (June 30th and December 31st.)
6. **Branch Library Building.** The Municipality, at its sole expense, shall provide property and quarters for the Branch Library, suitable to CADL, for the Mason Branch Library. All public accommodations shall be on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including ADA accessibility requirements. The Municipality shall be solely responsible for maintaining the building and all of its associated plumbing, electrical, heating, and air conditioning systems in good working order and otherwise generally ensure the building is in suitable condition for the operation of a library. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal. CADL shall have no responsibility for the library building or grounds.
7. **Utilities.** CADL shall be solely responsible for the Mason Branch Library's utilities including telephone, gas, electricity, water and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance of the building. CADL shall pay for any separately metered services directly. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building must be approved in advance by the Municipality.
8. **Furniture and Equipment.** The Municipality shall retain ownership of all original Mason Branch Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for library use. The Municipality shall be responsible for any necessary repair and replacement of this furniture. Property owned by CADL and placed in the Mason Branch Library pursuant to this and all prior agreements shall remain the permanent property of CADL and CADL shall be responsible for any necessary repair and replacement of such property.
9. **Indemnification.** The Municipality shall, at its own expense, protect, defend, indemnify and hold harmless the CADL Board, CADL, and all its elected and appointed officers, employees, agents, volunteers, or other representatives from all claims, damages, litigation expenses, costs and expenses including, but not limited to loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents, representatives, or employees. CADL shall, at its own expense, protect, defend, indemnify, and hold harmless the Municipality and its elected and appointed officers, employees, agents, volunteers, or other representatives from all claims, damages, litigation expenses, costs, and expenses, including but not limited to, loss and/or damage to the City's property that may be incurred as a direct or indirect result of any activities, omissions, errors, or negligence of the CADL, and its Officers, Directors, employees, and agents. Each party's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed by the insurance coverage maintained by the respective party pursuant to the requirements of this Agreement.
10. **Insurance.** Each party to this Agreement shall procure, pay all premiums on, and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this

Agreement. CADL shall be named as an additional insured on the insurance policies obtained by the Municipality.

11. **Risk of Loss.** Unless otherwise provided for in this Agreement, each party shall assume the sole responsibility for the risk of loss to its property during the terms of this Agreement.
12. **Term.** This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties. The Term of this Agreement shall be one year from the effective date. This Agreement shall automatically renew for additional one year periods under the same terms of this Agreement, unless either party gives written notice to the other party at least 30 days prior to the expiration of the term that it wishes not to renew.
13. **Termination.** Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party, for any reason or for no reason at all. Upon termination of this Agreement, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party.
14. **Force Majeure.** Neither party shall be responsible or liable to the other for any failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, any Act of God, fire, flood, war, explosion, natural disaster, interruption of transportation, civil commotion, terrorism or the threat of terrorist activity, and acts of any governmental authority; provided, however, that the Party so affected shall have given prompt written notice to the other Party hereto of any such event which has or which may have the effect of preventing or delaying its performance under this Agreement, and shall use reasonable efforts to minimize the scope, extent and duration of the circumstance.
15. **Assignment.** This Agreement is not assignable. Neither party shall assign any rights or obligations under this Agreement and any attempted assignment will be null and void.

16. Miscellaneous Terms.

- 16.1. **Incorporation.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof.
- 16.2. **Headings.** All headings are provided for reference only and shall not be interpreted as part of this Agreement.
- 16.3. **Waiver.** No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege. No waiver or any breach of this Agreement may be construed as a continuing waiver or consent to any subsequent breach hereof.
- 16.4. **Modification.** Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by a written agreement signed by appropriate representatives of each party.

- 16.5. **Severability.** Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid, or inoperative, such decision will not affect any other provision hereof, and the remainder of this Agreement will be effective as though such void, invalid, or inoperative provision had not been contained herein, unless grave injustice would result.
- 16.6. **Authority.** The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.
- 16.7. **Jurisdiction.** This Agreement is made under the laws of the State of Michigan and its validity, construction, performance, and breach will be governed by the laws of the State of Michigan applicable to agreements made and to be wholly performed herein. Municipality agrees to submit to the jurisdiction of the state courts located in Ingham County with regard to any action or dispute which may arise out of this agreement and said courts will have exclusive jurisdiction over all disputes between CADL and the Municipality pertaining to this Agreement and all matters related thereto.
- 16.8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year written.

 Capital Area District Library
 By: _____
 Its: _____
 Date: _____

 City of Mason
 By: _____
 Its: _____
 Date: _____

Approved as to Form:

 Dennis E. McGinty (P17407)
 Mason City Attorney

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: February 17, 2014

Agenda Item: 8 (C)

AGENDA ITEM

Discussion- Update on Well No. 9 Progression

EXHIBITS

None

STAFF REVIEW

Department of Public Works

SUMMARY STATEMENT

The City of Mason had indentified the need to add an additional well to the water production system. This project is budgeted through the Mason Local Development Finance Authority (LDFA) as authorized by the LDFA Plan.

Northern Pump and Well was awarded the contract to proceed with drilling production Well No. 9 as well as the required test wells. Those wells have been drilled and we have been addressing issues that are impacting the production. There have been collapses of the rock formation at depths of 270' to 300'. This stratum of the rock formation is green shale with a limestone composition. We have had a hydrologist study the characteristics of the formation in order to submit the required reports to Michigan Department of Environmental Quality (MDEQ). With the collapses, we have been investigating the options for the most effective utilization of Well No. 9.

We are expecting that MDEQ will rate this well at 250 GPM. Due to production levels, we are reevaluating and pursuing a course of action that would use a submersible pump. This option would not require a well house, just a cabinet.

The raw water line project from the well to the Water Treatment Plant was awarded to Concord Excavating & Grading, Inc. This component of the project is near completion. The line is installed, and the line has passed the required Bacti testing. The required pressure test still needs to pass, however weather has not allowed this to be completed to date.

RECOMMENDED ACTION

No action required.

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: February 17, 2014

Agenda Item: 8 (D)

AGENDA ITEM

Discussion- Snow Removal Ordinance

EXHIBITS

None

STAFF REVIEW

Councilmember Jon Droscha

SUMMARY STATEMENT

Councilmember Droscha requested a discussion that has emanated from the Traffic Commission regarding the possibilities of a citywide sidewalk snow removal ordinance.

RECOMMENDED ACTION

No action required.



It's that kind of experience.

February 10, 2014

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

At WOW!, our objective is to continue to provide excellent customer service and a variety of phone, video and high-speed Internet services at a great value to our customers.

Our company, as many others, continues to experience increases in operational expenses. We do our best to manage our costs very tightly wherever we have control to do so, however, our single largest expense is programming. To help keep pace with these costs, our rates and bundle pricing will be adjusted with the April 1, 2014 billing cycle. All residential customers will receive a customized notice based on their current level of service. Samples of the letters are enclosed. The average increase for customers with a bundle including cable service will be \$5.00 for their core cable package. Other ancillary pricing increases are below.

	Monthly Increase	New Monthly Rate
Limited Basic Cable only	\$2.00	\$28.00
Basic Cable only	\$5.00	\$75.00
Digital TV Basic Cable only	\$5.00	\$75.00
Digital TV Signature Cable only	\$6.00	\$92.00
2Mbps only	\$2.00	\$42.00
15Mbps only	\$2.00	\$52.00
Premium Channels (Cinemax, HBO, Playboy, and Showtime/The Movie Channel)	\$2.00	\$18.00
Digital Variety Pak	\$1.55	\$5.00
EMTAs and Cable Modems	\$1.00	\$6.00
Service Protection Plan	\$2.00	\$5.00

In addition, WOW! will be increasing the monthly Broadcast TV surcharge. It is applied on our residential customers' bills who subscribe to Basic Cable or higher. Starting April 1, 2014, the surcharge will increase to \$3.50 a month, which is a \$0.50 increase. The fee helps offset some of the continued increase in programming fees that we must pay to broadcasters.

Thank you for your continued support and cooperation. If you have any questions, please contact Betty Gingas at (517) 319-3137.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Andersen".

Christian Andersen
Father, St. Louis Cardinals Fan, Fisherman
System Manager, Mid-Michigan
WOW! Internet, Cable and Phone

2013 SILVER SPONSOR

THIS CERTIFICATE IS
PRESENTED TO THE

**Mason Downtown
Development Authority**

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



Mason Area
Chamber of Commerce
Mason, Michigan

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDC	USED
		AMENDED BUDGET	NORMAL	01/31/2014	(ABNORMAL)	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL	(ABNORMAL)		
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		4,209,240.91			2,697.37		760,189.09		84.70
271.00	FORESTRY	29,770.00		33,070.00			300.00		(3,300.00)		111.08
276.00	CEMETERY	31,250.00		30,938.50			1,150.00		311.50		99.00
301.00	POLICE DEPARTMENT	71,610.00		60,706.87			3,195.40		10,903.13		84.77
336.00	FIRE DEPARTMENT	161,560.00		92,530.59			10,055.50		69,029.41		57.27
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00			0.00		33,000.00		0.00
528.00	REFUSE COLLECTION	340,100.00		341,877.12			174.72		(1,777.12)		100.52
747.00	COMMUNITY GARDEN	250.00		35.00			0.00		215.00		14.00
751.00	RECREATION	5,750.00		11,950.00			300.00		(6,200.00)		207.83
758.00	PUBLIC ART	10,000.00		5,000.00			0.00		5,000.00		50.00
850.00	WORKERS COMPENSATION	43,520.00		35,889.00			11,963.00		7,631.00		82.47
TOTAL Revenues		5,696,340.00		4,821,260.68			29,835.99		875,079.32		84.64
Expenditures											
101.00	COUNCIL	40,585.00		23,577.32			445.36		17,007.68		58.09
172.00	ADMINISTRATOR	240,980.00		169,986.46			19,196.92		70,993.54		70.54
209.00	ASSESSING	47,205.00		26,698.45			3,808.39		20,506.55		56.56
247.00	BOARD OF REVIEW	650.00		180.00			0.00		470.00		27.69
254.00	TREASURER/FINANCE	472,590.00		329,087.85			39,756.14		143,502.15		69.63
260.00	TECHNOLOGY	80,945.00		18,524.25			2,162.17		62,420.75		22.88
262.00	ELECTIONS	117,370.00		68,914.61			10,845.81		48,455.39		58.72
265.00	BUILDING OFFICIAL/CITY HALL	154,580.00		85,580.57			12,487.95		68,999.43		55.36
266.00	LEGAL/ATTORNEY	87,125.00		59,276.64			9,479.84		27,848.36		68.04
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			0.00		163,415.86		65.36
271.00	FORESTRY	63,465.00		46,755.04			25,515.04		16,709.96		73.67
272.00	ADMINISTRATIVE SERVICES	239,420.00		194,978.02			11,431.14		44,441.98		81.44
276.00	CEMETERY	220,160.00		144,214.82			9,513.84		75,945.18		65.50
305.00	POLICE ADMINISTRATION	326,065.00		212,237.33			31,489.36		113,827.67		65.09
315.00	CROSSING GUARDS	23,975.00		13,639.22			2,161.36		10,335.78		56.89
316.00	POLICE PATROLLING	1,004,145.00		648,555.64			110,960.64		355,589.36		64.59
336.00	FIRE DEPARTMENT	483,425.00		354,052.25			35,586.83		129,372.75		73.24
380.00	PLANNING/ZONING OFFICIAL	116,355.00		74,167.37			11,666.13		42,187.63		63.74
426.00	CIVIL DEFENSE	615.00		955.00			0.00		(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		3,957.87			278.80		1,662.13		70.42
447.00	ENGINEERING	290.00		290.00			0.00		0.00		100.00
448.00	STREET LIGHTING	125,700.00		71,522.41			8,401.49		54,177.59		56.90
458.00	SIDEWALK CONSTRUCTION-REPAIR	33,000.00		0.00			0.00		33,000.00		0.00
528.00	REFUSE COLLECTION	339,570.00		204,873.16			27,168.65		134,696.84		60.33
747.00	COMMUNITY GARDEN	530.00		663.17			0.56		(133.17)		125.13
756.00	PARKS AND BALL DIAMONDS	127,895.00		90,762.79			2,657.57		37,132.21		70.97
758.00	PUBLIC ART	15,000.00		10,000.00			0.00		5,000.00		66.67
775.00	SENIOR CITIZENS	8,040.00		3,815.00			125.00		4,225.00		47.45
790.00	LIBRARY	8,020.00		5,875.41			1,394.40		2,144.59		73.26
806.00	CHRISTMAS DECORATIONS	6,945.00		6,131.07			945.87		813.93		88.28
807.00	CABLE COMMISSION	4,560.00		2,710.00			300.00		1,850.00		59.43
808.00	PLANNING COMMISSION	755.00		370.46			26.40		384.54		49.07
850.00	WORKERS COMPENSATION	43,520.00		23,926.00			0.00		19,594.00		54.98
855.00	RETIREE BENEFITS	94,770.00		60,551.05			7,939.83		34,218.95		63.89
890.00	CONTINGENCIES	61,900.00		510.00			0.00		61,390.00		0.82
999.00	SURPLUS	586,765.00		639,489.99			0.00		(52,724.99)		108.99

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 01/31/2014	ACTIVITY FOR MONTH 01/31/2014	AVAILABLE		% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND								
Expenditures								
	TOTAL Expenditures	5,696,340.00	3,905,133.36	3,905,133.36	385,745.49	1,791,206.64	1,791,206.64	68.56
Fund 101 - GENERAL FUND:								
	TOTAL REVENUES	5,696,340.00	4,821,260.68	4,821,260.68	29,835.99	875,079.32	875,079.32	84.64
	TOTAL EXPENDITURES	5,696,340.00	3,905,133.36	3,905,133.36	385,745.49	1,791,206.64	1,791,206.64	68.56
	NET OF REVENUES & EXPENDITURES	0.00	916,127.32	916,127.32	(355,909.50)	(916,127.32)	(916,127.32)	100.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED	BUDGET	01/31/2014	NORMAL (ABNORMAL)	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDT USED
Fund 202 - MAJOR STREETS FUND										
Revenues		1,353,035.00		800,516.67		30,326.46		552,518.33		59.16
000.00										
TOTAL Revenues		1,353,035.00		800,516.67		30,326.46		552,518.33		59.16
Expenditures										
000.00		56,130.00		30,000.00		30,000.00		26,130.00		53.45
451.00	STREET/ROAD CONSTRUCTION	996,135.00		639,489.99		0.00		356,645.01		64.20
463.00	STREET MAINTENANCE	129,240.00		82,724.31		9,038.63		46,515.69		64.01
474.00	TRAFFIC SERVICES	24,640.00		11,395.58		6,180.35		13,244.42		46.25
478.00	WINTER MAINTENANCE	36,850.00		28,007.34		24,957.54		8,842.66		76.00
482.00	STREET ADMIN/GEN EXP	110,040.00		65,000.00		0.00		45,040.00		59.07
TOTAL Expenditures		1,353,035.00		856,617.22		70,176.52		496,417.78		63.31
Fund 202 - MAJOR STREETS FUND:										
TOTAL REVENUES		1,353,035.00		800,516.67		30,326.46		552,518.33		59.16
TOTAL EXPENDITURES		1,353,035.00		856,617.22		70,176.52		496,417.78		63.31
NET OF REVENUES & EXPENDITURES		0.00		(56,100.55)		(39,850.06)		56,100.55		100.00

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL	01/31/2014	ABNORMAL	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL	ABNORMAL	% BDT USED
Fund 203 - LOCAL STREETS FUND										
Revenues										
000.00		198,005.00		85,438.90		39,880.32		112,566.10		43.15
TOTAL Revenues		198,005.00		85,438.90		39,880.32		112,566.10		43.15
Expenditures										
463.00	STREET MAINTENANCE	146,890.00		94,134.86		14,030.49		52,755.14		64.09
474.00	TRAFFIC SERVICES	8,725.00		1,734.80		156.73		6,990.20		19.88
478.00	WINTER MAINTENANCE	30,390.00		19,124.38		16,558.02		11,265.62		62.93
482.00	STREET ADMIN/GEN EXP	12,000.00		12,000.00		0.00		0.00		100.00
TOTAL Expenditures		198,005.00		126,994.04		30,745.24		71,010.96		64.14
Fund 203 - LOCAL STREETS FUND:										
TOTAL REVENUES		198,005.00		85,438.90		39,880.32		112,566.10		43.15
TOTAL EXPENDITURES		198,005.00		126,994.04		30,745.24		71,010.96		64.14
NET OF REVENUES & EXPENDITURES		0.00		(41,555.14)		9,135.08		41,555.14		100.00

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 01/31/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 01/31/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
000.00		125,500.00	48,964.46	37.88	76,535.54	39.02
TOTAL Revenues		125,500.00	48,964.46	37.88	76,535.54	39.02
Expenditures						
000.00		125,500.00	26,607.65	123.31	98,892.35	21.20
TOTAL Expenditures		125,500.00	26,607.65	123.31	98,892.35	21.20
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		125,500.00	48,964.46	37.88	76,535.54	39.02
TOTAL EXPENDITURES		125,500.00	26,607.65	123.31	98,892.35	21.20
NET OF REVENUES & EXPENDITURES		0.00	22,356.81	(85.43)	(22,356.81)	100.00

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	01/31/2014	01/31/2014	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE % BDT USED
Fund 250 - LOCAL DEV. FINANCE AUTHORITY									
Revenues									
000.00		422,820.00		1,883,325.17		590.88		(1,460,505.17)	445.42
TOTAL Revenues		422,820.00		1,883,325.17		590.88		(1,460,505.17)	445.42
Expenditures									
691.00	L.D.F.A.	422,820.00		47,505.00		0.00		375,315.00	11.24
TOTAL Expenditures		422,820.00		47,505.00		0.00		375,315.00	11.24
Fund 250 - LOCAL DEV. FINANCE AUTHORITY:									
TOTAL REVENUES		422,820.00		1,883,325.17		590.88		(1,460,505.17)	445.42
TOTAL EXPENDITURES		422,820.00		47,505.00		0.00		375,315.00	11.24
NET OF REVENUES & EXPENDITURES		0.00		1,835,820.17		590.88		(1,835,820.17)	100.00

User: MW

DB: Mason City

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED	BUDGET	01/31/2014	NORMAL (ABNORMAL)	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDT
Fund 297 - ECONOMIC DEVELOPMENT COMM.										
Revenues										
000.00		70.00		36.40		5.13		33.60		52.00
TOTAL Revenues		70.00		36.40		5.13		33.60		52.00
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 - ECONOMIC DEVELOPMENT COMM.:										
TOTAL REVENUES		70.00		36.40		5.13		33.60		52.00
TOTAL EXPENDITURES		70.00		0.00		0.00		70.00		0.00
NET OF REVENUES & EXPENDITURES		0.00		36.40		5.13		(36.40)		100.00

User: MW
DB: Mason City

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL	01/31/2014	(ABNORMAL)	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	% B DGT USED
Fund 353 - 1992 LDFA BOND										
Revenues		0.00		36,505.00		0.00		(36,505.00)		100.00
000.00										
TOTAL Revenues		0.00		36,505.00		0.00		(36,505.00)		100.00
Expenditures		0.00		36,505.00		0.00		(36,505.00)		100.00
000.00										
TOTAL Expenditures		0.00		36,505.00		0.00		(36,505.00)		100.00
Fund 353 - 1992 LDFA BOND:										
TOTAL REVENUES		0.00		36,505.00		0.00		(36,505.00)		100.00
TOTAL EXPENDITURES		0.00		36,505.00		0.00		(36,505.00)		100.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00		0.00		0.00

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		BUDGET	AMENDED	NORMAL (ABNORMAL)	01/31/2014	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 592 - WATER/SEWER FUND										
Revenues										
000.00		3,566,290.00		1,536,230.86		174,538.03		2,030,059.14		43.08
TOTAL Revenues		3,566,290.00		1,536,230.86		174,538.03		2,030,059.14		43.08
Expenditures										
545.00	WATER & SEWER ADMINISTRATION	41,110.00		24,562.29		4,382.04		16,547.71		59.75
546.00	SEWER IMPROVEMENT	44,310.00		44,309.25		0.00		0.75		100.00
548.00	SEWER MAINTENANCE	288,865.00		76,542.19		6,986.71		212,322.81		26.50
555.00	WASTEWATER TREATMENT PLANT	871,315.00		569,466.05		60,785.78		301,848.95		65.36
556.00	WATER MAINTENANCE	385,280.00		263,562.77		43,689.23		121,717.23		68.41
557.00	STORM SEWER PROGRAM	26,575.00		13,974.77		13,974.77		12,600.23		52.59
558.00	WATER IMPROVEMENT	405,175.00		461,137.58		565.32		(55,962.58)		113.81
559.00	WATER TREATMENT PLANT	838,660.00		263,076.64		25,286.35		575,583.36		31.37
566.00	ALLOWANCE FOR DEPRECIATION	665,000.00		0.00		0.00		665,000.00		0.00
TOTAL Expenditures		3,566,290.00		1,716,631.54		155,670.20		1,849,658.46		48.13
Fund 592 - WATER/SEWER FUND:										
TOTAL REVENUES		3,566,290.00		1,536,230.86		174,538.03		2,030,059.14		43.08
TOTAL EXPENDITURES		3,566,290.00		1,716,631.54		155,670.20		1,849,658.46		48.13
NET OF REVENUES & EXPENDITURES		0.00		(180,400.68)		18,867.83		180,400.68		100.00

User: MW

DB: Mason City

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	01/31/2014	01/31/2014	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 612 - MASON BUILDING AUTHORITY										
Revenues										
000.00		277,745.00	115,073.56	115,073.56	0.02	162,671.44	41.43			
TOTAL Revenues		277,745.00	115,073.56	115,073.56	0.02	162,671.44	41.43			
Expenditures										
000.00		277,745.00	115,069.99	115,069.99	0.00	162,675.01	41.43			
TOTAL Expenditures		277,745.00	115,069.99	115,069.99	0.00	162,675.01	41.43			
Fund 612 - MASON BUILDING AUTHORITY:										
TOTAL REVENUES		277,745.00	115,073.56	115,073.56	0.02	162,671.44	41.43			
TOTAL EXPENDITURES		277,745.00	115,069.99	115,069.99	0.00	162,675.01	41.43			
NET OF REVENUES & EXPENDITURES		0.00	3.57	3.57	0.02	(3.57)	100.00			

User: MW

DB: Mason City

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE				
		AMENDED	BUDGET	01/31/2014	(ABNORMAL)	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	% BGT	USED	
Fund 661 - MOTOR VEHICLE POOL												
Revenues												
000.00		344,725.00		154,146.74		80,322.29		190,578.26		44.72		
TOTAL Revenues		344,725.00		154,146.74		80,322.29		190,578.26		44.72		
Expenditures												
567.00	SHOP & BLDG. MAINTENANCE	44,010.00		37,405.47		2,141.35		6,604.53		84.99		
568.00	EQUIPMENT MAINTENANCE	170,615.00		103,713.64		16,412.42		66,901.36		60.79		
901.00	EQUIPMENT-CAPITAL OUTLAY	130,100.00		72,911.94		7,554.74		57,188.06		56.04		
TOTAL Expenditures		344,725.00		214,031.05		26,108.51		130,693.95		62.09		
Fund 661 - MOTOR VEHICLE POOL:												
TOTAL REVENUES		344,725.00		154,146.74		80,322.29		190,578.26		44.72		
TOTAL EXPENDITURES		344,725.00		214,031.05		26,108.51		130,693.95		62.09		
NET OF REVENUES & EXPENDITURES		0.00		(59,884.31)		54,213.78		59,884.31		100.00		

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 01/31/2014 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 01/31/2014 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 702 - RAYNER BOND FUND						
Revenues						
000.00		33,000.00	18,817.56	67.29	14,182.44	57.02
TOTAL Revenues		33,000.00	18,817.56	67.29	14,182.44	57.02
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 - RAYNER BOND FUND:						
TOTAL REVENUES		33,000.00	18,817.56	67.29	14,182.44	57.02
TOTAL EXPENDITURES		33,000.00	7,937.28	0.00	25,062.72	24.05
NET OF REVENUES & EXPENDITURES		0.00	10,880.28	67.29	(10,880.28)	100.00

User: MW

DB: Mason City

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL (ABNORMAL)	01/31/2014	01/31/2014	MONTH 01/31/2014	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 711 - CEMETERY TRUST FUND										
Revenues		4,300.00		2,979.95		57.52		1,320.05		69.30
TOTAL Revenues		4,300.00		2,979.95		57.52		1,320.05		69.30
Expenditures		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 - CEMETERY TRUST FUND:										
TOTAL REVENUES		4,300.00		2,979.95		57.52		1,320.05		69.30
TOTAL EXPENDITURES		4,300.00		0.00		0.00		4,300.00		0.00
NET OF REVENUES & EXPENDITURES		0.00		2,979.95		57.52		(2,979.95)		100.00

PERIOD ENDING 01/31/2014

GL NUMBER	DESCRIPTION	2013-14		YTD BALANCE 01/31/2014	ACTIVITY FOR MONTH 01/31/2014	AVAILABLE BALANCE	% BDT
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 812 - SPECIAL ASSESSMENT FUND							
Revenues							
000.00		201,640.00		47,034.56	110.56	154,605.44	23.33
TOTAL Revenues		201,640.00		47,034.56	110.56	154,605.44	23.33
Expenditures							
000.00		201,640.00		185,194.15	0.00	16,445.85	91.84
TOTAL Expenditures		201,640.00		185,194.15	0.00	16,445.85	91.84
Fund 812 - SPECIAL ASSESSMENT FUND:							
TOTAL REVENUES		201,640.00		47,034.56	110.56	154,605.44	23.33
TOTAL EXPENDITURES		201,640.00		185,194.15	0.00	16,445.85	91.84
NET OF REVENUES & EXPENDITURES		0.00		(138,159.59)	110.56	138,159.59	100.00
TOTAL REVENUES - ALL FUNDS							
TOTAL EXPENDITURES - ALL FUNDS		12,223,470.00		9,550,330.51	355,772.37	2,673,139.49	78.13
NET OF REVENUES & EXPENDITURES		12,223,470.00		7,238,226.28	668,569.27	4,985,243.72	59.22
		0.00		2,312,104.23	(312,796.90)	(2,312,104.23)	100.00

City of Mason

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P.O. Box 370
Mason, MI 48854-0370
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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: February 17, 2014
RE: City Administrator's Report

Michigan Public Service Commission Annual Report

The Michigan Public Service Commission (MPSC) issued its annual report on the status of competition for video services in Michigan. The report is required by the Uniform Video Services Local Franchise Act (Public Act 480 of 2006).

Highlights of the report include:

- Prior to the Act, only 63 municipalities reported having two or more video/cable providers offering service. In 2013, two communities reported four providers; 28 communities reported having three providers; 81 communities reported having two providers; and 243 communities reported having one provider. Thirty communities reported having no providers.
- Two new providers began offering video/cable services to Michigan residents in 2013: Mutual Data Services and Sand Creek Telephone Company.
- During 2013, providers reported 2,338,067 video/cable customers in Michigan, an increase of 21,870 over what was reported the previous year. (This does not include subscribers to satellite services.)
- There are currently 1,969 franchise agreements in Michigan, a net decrease of 22 compared to the previous year. Of the total, 1,494 are classified as the Uniform Video Service Local Franchise Agreement, an increase of 93 from the previous year.

- The Commission received 1,229 customer complaints and inquiries in the video franchise area in 2012, a 40 percent increase over 2011. The most frequent complaints were: billing, charges and credits; equipment service problems; and cable line issues.
- Of the 42 video/cable providers that responded to the MPSC's survey, 26 providers reported investing \$420 million in the video/cable market in Michigan in 2013.
- The MPSC made four recommendations to the legislature:
 - Extending the sunset date for Public Act 191 of 2009, which amended the Uniform Video Services Local Franchise Act (Public Act 480 of 2006), which provides for the MPSC to recover its actual costs in exercising its duties under the Act
 - Changing the due date of the annual report to March 1 from February 1 to provide survey respondents more time to provide information to the MPSC
 - Requiring providers to provide certain contact information to the MPSC
 - Requiring a provider to notify the Commission if it changes its name, goes out of business, or merges with another company.

Hayhoe Riverwalk Trailhead

As previously reported, the City of Mason had received a \$30,000 Passport Program Grant from the Michigan Department of Natural Resources for the trailhead project located along South Jefferson Street, across from the Maple Grove Cemetery. The overall project cost estimate was \$90,000, and the Passport Grant is for \$30,000. We have just received notice from the Dart Foundation that they are committing \$10,000 conditionally towards this project. Staff has continued to pursue other funding sources to assist in funding the project. Please see the attached letter from the Dart Foundation.

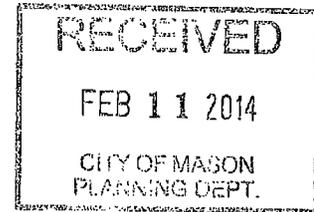


DART
FOUNDATIONSM

500 HOGSBACK ROAD
MASON, MICHIGAN 48854
PHONE: 800.248.5960
FAX: 517.244.2631

February 10, 2014

Mr. David Haywood
City of Mason
201 W. Ash Street
Mason, MI 48854



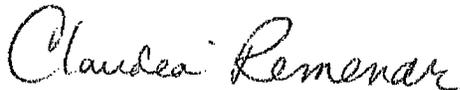
Dear Mr. Haywood:

I am pleased to inform you that the Dart Foundation's Board of Directors has approved a conditional grant of \$10,000 to the City of Mason to be used towards the replacement of the Maple Grove Park Riverwalk Pedestrian Bridge and Trailhead Sign. The conditions are as follows:

- Once the City of Mason raises the balance of funds needed for this project from other sources (public or private), and provides a list of donors to the Dart Foundation, a grant will be issued for the final \$10,000.
- If the project and budget as described in your grant application dated December 13, 2013 change materially, the City of Mason must provide a new project description and budget to the Dart Foundation before the release of funds.
- This offer expires on June 30, 2015.

We look forward to receiving updates on progress towards your goal. Good luck!

Sincerely,



Claudia Remenar
Foundation Manager

CR/lr
Enclosures