

# 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, March 16, 2015

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. Rob Balmes from MDOT – Brief Overview of Proposal 1
  - B. Christopher Mumby from St. James – Camino of Saint James 8K/5K and Fun Runs
  - C. 2014 Annual Report – Fire Department – Chief Kerry Minshall
  - D. 2014 Annual Report – Police Department – Chief John Stressman
7. Public Hearing
  - A. Apportionment for Special Assessment Project 2015-1
    1. Special Assessment Resolution 5, Project 2015-1
8. Consent Agenda
  - A. Approval of Minutes
    - Regular Council Meeting: March 2, 2015
  - B. Approval of Bills
  - C. Motion – 2014 Annual Report – Mason Fire Department – Chief Kerry Minshall
  - D. Motion – 2014 Annual Report – Mason Police Department – Chief John Stressman
  - E. Motion – Street Closures Request – Annual Camino of Saint James 8K/5K and Fun Runs
9. Regular Business
  - A. Resolution 2015-13 – Support of Proposal 1 for May 5, 2015 Special Election
  - B. Resolution 2015-14 – Authorizing the Issuance and Delegating the Sale of City of Mason 2015 Refunding Bonds
  - C. Resolution 2015-15 – Authorizing a Request be Forwarded to the Ingham County Board of Commissioners to Initiate the Process of the Purchase of Rayner Park by the City of Mason
  - D. Motion – Assign 1% of Unassigned Fund Balance for Grant Matching
  - E. Motion – Accept Fire Services Contract Between City of Mason and Township of Aurelius
  - F. Motion – Accept Fire Services Contract Between City of Mason and Township of Vevay
  - G. Report – Liquor License Notification
10. Unfinished Business
11. New Business
12. Correspondence

13. Liaison Reports

14. Councilmember Reports

15. Administrator's Report

- Medical Marihuana

16. Adjournment



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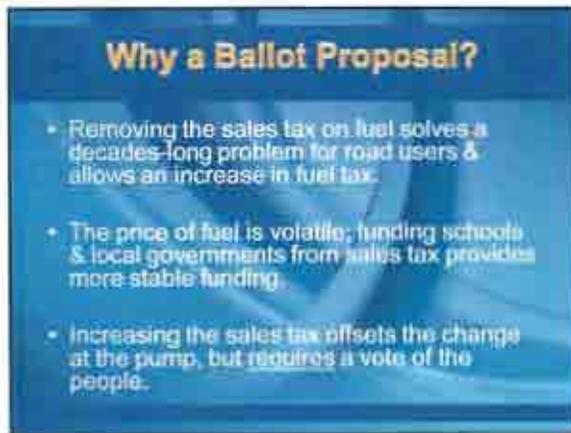
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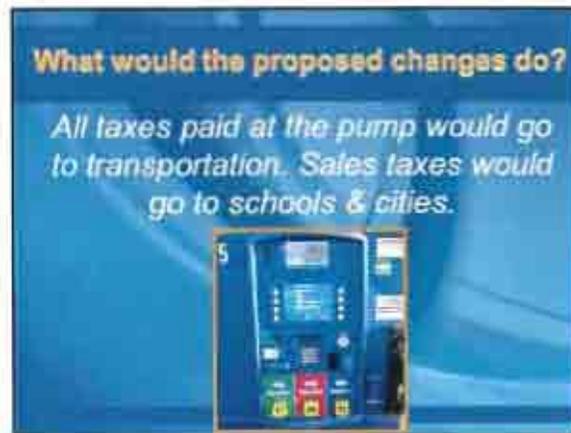
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### Fuel Taxes

- Remove 6% sales tax from fuel
- Same 14.9% fuel tax rate for gasoline & diesel, but prices vary
- Gasoline
  - 19¢ plus sales tax → 41 cents
- Diesel fuel
  - 15 ¢ plus sales tax → 46 cents
- New Diesel-equivalent tax on Compressed Natural Gas



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### Registration Fees

- Registration tax will not decline with auto age
- Increase for trucks over 26,000 lbs.



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### Impact for Transportation Agencies

- \$1.2 billion/year more for MTF
- \$110 million/year for CTF by 2018
- Increases with inflation, but not more than 50%/year. 40% decrease
- County, City road agency distributions rise by 20% in 2016, 40% in 2017, & 60% in 2018
- Early payment of STF debt service
- No change to Act 51 distribution formula



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### Investment to Improve Roads & Bridges



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### Investment to Improve Safety

- Motor vehicle crashes cost Michigan \$8.1B/year
- Roadway conditions are a significant factor in 1/3 of Michigan traffic fatalities
- \$100M spent on highway safety improvements will save 145 lives over 10-year period

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### Impact for Other Public Agencies

- \$300 million/year more for School Aid Fund
- \$110 million/year more for revenue sharing
- \$173 million/year more for General Fund
- \$20 million/year more for DNR marinas, ORV trails
- Community colleges eligible for School Aid Fund

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**Impact for Individual Taxpayers**

- Sales tax rises from 6% to 7%
- Fuel tax increases; sales tax removed
- Earned-income tax credit increases from 6% to 20% of federal credit; eligibility is broadened
- 30% registration fee increase on new cars after 2018

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**Impact for Businesses**

- Diesel fuel tax increases; sales tax removed from Diesel fuel
- No registration fee increase on trucks under 26,000 lbs.
- Registration fee rises by \$800/year on typical 80,000 pound heavy truck
- Sales tax rises on retail purchases
- Expanded assistance to small & disadvantaged businesses & contractors

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**Taxpayer Protection & Transparency**

- Increase use of pavement warranties by local agencies, where possible
- County road agencies required to use competitive bidding - projects over \$1,000,000
- Townships contributing more than 50% to cost of county road project may require competitive bid
- Performance-driven maintenance contracting by 7 largest road agencies

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**All proposed changes are tied to the outcome of the sales tax referendum.**

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**MDOT Communication Tools**

Michigan.gov/roadfunding

Michigan.gov/realitycheck

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**Questions?**

**MDOT**   
Better. Faster. Cheaper. Safer. Smarter.

[www.michigan.gov/roadfunding](http://www.michigan.gov/roadfunding)  
[www.michigan.gov/realitycheck](http://www.michigan.gov/realitycheck)

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## SPECIAL SALES- AND FUEL-TAX ELECTION — MAY 5<sup>th</sup>, 2015

*On May 5<sup>th</sup>, voters will decide whether to change how Michigan finances roads and schools. Eleven bills from the last legislative session will take effect only if voters approve a constitutional amendment increasing the sales tax. Here's how the bills would affect Michigan road users and taxpayers:*

Remove the 6% sales tax from motor fuel (reduce the pump prices of gasoline by about 10 cents and Diesel fuel by about 17 cents, at early-2015 prices).

Increase the gasoline tax from 19 cents/gallon to 41 cents on Oct. 1, 2015.

Increase the Diesel fuel tax from 15 cents/gallon to 46 cents.

Rates would increase with consumer-good prices after 2016, maybe 2 per cent per year. This yields about \$1.2 billion more per year for roads, and about \$100 million for public transit.

Apply the motor fuel tax to natural gas (CNG or LNG) used for vehicle fuel, at the Diesel rate per Diesel gallon equivalent.

Increase the sales tax from 6 to 7 per cent on Oct. 1, 2015. This would more than replace the sales-tax revenue from motor fuel. It would increase funding for schools by about \$300 million per year, the state General Fund by about \$170 million/year, and for local governments by about \$110 million per year. The School Aid Fund would be usable by community colleges, but not universities.

License-plate taxes for existing cars would not increase. The reductions in registration tax that occur when cars are 2, 3, and 4 years old would be eliminated, but for new cars only. For cars bought new after 2016, the rate would stay at 0.5 per cent of the list price for the life of the car. For a 2017 car costing \$27,500, the tax would stay at \$146 (including \$8 surtax). Tax payments for 1984 and newer cars would remain deductible on federal tax returns.

Increase truck registration (gross vehicle weight) tax by \$150/year for a 26,001-lb. truck and \$600 for an 80,000-lb. truck. No increase for trucks 26,000 lbs. or less.

Apply a \$25 annual surtax to hybrid-drive cars. Apply a \$75 annual surtax to electric and plug-in hybrid cars. These parts of the tax payment would not be deductible.

Give townships more control over county-road projects paid for with at least 50 percent township funds.

Require all 616 local road agencies to obtain warranties for new pavements and projects costing over \$1,000,000. Require more road projects to be subject to competitive bids.

Advance the repayment of outstanding transportation debt, freeing money for road preservation in the future.

Increase the earned-income tax credit for low-income households from 6% to 20% of the federal credit. This reduces the state General Fund by about \$260 million/year.

*If the sales-tax increase is not approved, none of these acts take effect, and the debate over road finance starts all over again. The sales tax would remain at 6% and fuel taxes and registration fees would not increase. Road and bridge condition will decline rapidly.*

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

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**Meeting Date:** March 16, 2015

**Agenda Item:** 7A, A 1.

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**AGENDA ITEM**

- A. Public Hearing – Apportionment for Special Assessment Project 2015-1  
1. Special Assessment Resolution 5, Project 2015-1

**EXHIBITS**

- Special Assessment Roll 2015-1, Sidewalk Special Assessment District 2015-1

**STAFF REVIEW**

Finance Department

**SUMMARY STATEMENT**

The purpose of this public hearing is to review and hear objections to the special assessment roll. Appearance and protest at the hearing, in person or in writing, are required in order to appeal the action of the City Council in approving the special assessment roll and/or the amount of an assessment to the state tax tribunal.

Special Assessment Resolution 5 confirms the special assessment roll and directs the Treasurer to collect the funds with the July taxes. The resolution lists four and three quarter (4.75%) percent interest. After checking with the local banks, three and three quarter percent is the current rate we could borrow money for a three year assessment.

**RECOMMENDED ACTION**

Hold the public hearing.

Any changes in interest or term must be made before approving the resolution.

Approve Special Assessment Resolution No. 5, Project 2015-1.

Introduced:

Second:

**CITY OF MASON**

**2015 SIDEWALK IMPROVEMENTS  
SPECIAL ASSESSMENT RESOLUTION NO. 5  
PROJECT 2015-1**

**March 16, 2015**

**WHEREAS**, pursuant to due notice to all interested parties, this City Council did meet on Monday, March 16, 2015, in the City Hall, 201 West Ash Street, Mason, Michigan, for the purpose of reviewing the special assessment roll and hearing any objections thereto for the 2015 Sidewalk Improvements Special Assessment District - 2015-1; and

**WHEREAS**, at the time and place designated for said meeting, the meeting was duly called to order and the opening of the hearing for objections to the special assessment roll, prepared by the City Assessor and on file with the City Clerk, was announced, said roll assessing the cost of certain sidewalk improvements against the benefiting properties; and

**WHEREAS**, objections were heard or filed in writing with the City Clerk and the following adjustment or corrections, if any, were made; and

**WHEREAS**, the City Council now desires to confirm the special assessment roll attached hereto as **Exhibit A**.

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

1. The City Council hereby designates the special assessment district as the "Sidewalk Special Assessment District - 2015-1."
2. The special assessment roll as prepared and reported to the City Council by the City Assessor shall be designated as the "Special Assessment Roll, Sidewalk Special Assessment District 2015-1" in the final amount of **\$16,963.73**, and is hereby adopted and confirmed, and the City Clerk is hereby directed to endorse thereon this date of confirmation.
3. The special assessment roll shall be divided into three (3) equal annual installments. The first installment shall be due on July 1, 2015, and the two (2) subsequent installments shall be due on July 1 of the succeeding years thereafter. Special assessments may be paid in full on or before August 31, 2015, without interest. Thereafter, installments of the special assessment roll shall bear interest at the rate of four and three quarter percent (4.75%) per annum, commencing on September 1, 2015, payable annually on the due date of each installment after the first installment. If any installment is not paid when due then the same shall be deemed to be delinquent and there shall be collected thereon in addition to the interest above provided, a penalty at the

rate of one percent (1%) for each month or fraction thereof that the same remains unpaid before being reported for reassessment upon the City tax roll. In the event the City Council determines that it is in the best interest of the district and the City at large to issue bonds pledging the receipts of said special assessment roll and the full faith and credit of the City; then and in that event, the interest on the unpaid installments shall be adjusted to not more than one percent (1%) greater than the average interest rate at which the bonds were sold. Said interest shall be payable annually on each installment due date.

4. Any of the unpaid balance due on the special assessment roll may be paid in full on any installment date, together with interest due to said payment date.

5. The assessments made in said special assessment roll are hereby ordered and directed to be collected. The City Clerk shall deliver the special assessment roll to the City Finance Director/Treasurer with the proper warrant attached, commanding the City Finance Director/Treasurer to collect the assessments therein in accordance with the directions of the City Council with respect thereto, and the City Finance Director/Treasurer is authorized and directed to collect the amounts assessed as they become due pursuant to the terms of this resolution and the provisions of the applicable statutes of the State of Michigan.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be, and the same are, hereby rescinded.

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, March 16, 2015 the original of which is part of the City Council minutes.

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

**Special Assessment Roll 2015-1  
Sidewalk Special Assessment District 2015-1**

**EXHIBIT A**

Parcels #	Owners Name	Property Address	Mailing Address	Legal Description	LF 4' x 4' Sidewalk	LF 5' x 4' Sidewalk	LF 4' x 6' Sidewalk	LF 5' x 6' Sidewalk	SF Drive Approach	Cost to Taxpayer (Total Cost x 60%)	Cost to City (Total Cost x 40%)	Total Cost
09-108-000	Byrce Janet E	209 E Maple	17105 Quarry St Holland, MI 49424	See Attached	16.00	21.16	30.52	25.65	6.13	624.22	624.22	1,248.44
09-108-006	Byrce Richard H	209 E Maple	17105 Quarry St Holland, MI 49424	See Attached		5.00		27.00		399.11	399.11	798.22
09-108-007	Massey Dorothy L	215 E Maple	215 Maple Mason, MI 48854	See Attached		49.00		12.00	19.00	672.29	672.29	1,344.58
09-108-008	221 E Maple Street LLC	221 E Maple	248 Westkings Mason, MI 48854	See Attached	4.00	4.00				76.18	76.18	152.36
09-108-009	Saige Holdings LLC	229 E Maple	2379 E Stadium Blvd 48025 Ann Arbor, MI 48104	See Attached		59.00				790.91	790.91	1,581.83
09-108-010	Tabbes Richard & Jamie	225 E Maple	235 E Maple Mason, MI 48854	See Attached		22.00				232.76	232.76	465.52
09-108-011	Klannau Stephen A	223 S Rogers	1602 Edmund Dr Dayton, OH 45424	See Attached	45.00					360.88	360.88	721.76
09-108-012	Elton Julia & Jesse	317 E Maple	317 E Maple Mason, MI 48854	See Attached	9.00					75.16	75.16	150.32
09-108-013	Briggs Colleen	301 E Maple	301 E Maple Mason, MI 48854	See Attached	4.50					38.09	38.09	76.18
09-108-016	Barr Jeffrey D	401 E Maple	401 E Maple Mason, MI 48854	See Attached	47.50					482.04	482.04	964.08
09-108-017	Archer Bruce & Corva	409 E Maple	409 E Maple Mason, MI 48854	See Attached					198.00	567.77	607.77	1,015.54
09-108-020	First Church of Nazarene	415 E Maple	415 E Maple Mason, MI 48854	See Attached	20.00		60.00		630.00	2,420.91	2,420.91	4,841.82
09-108-021	Stander Richard	300 E Maple	150 N Jefferson Mason, MI 48854	See Attached		60.00				634.80	634.80	1,269.60
09-108-022	Bridge John & Mary	218 E Maple	210 Maple Mason, MI 48854	See Attached		10.00				105.80	105.80	211.60
09-108-030	First United Methodist	218 E Maple	201 E Ann Mason, MI 48854	See Attached		10.00				412.62	412.62	825.24
09-108-034	Baker Gary & Kathleen	224 E Maple	224 Maple Mason, MI 48854	See Attached		35.00				61.64	61.64	123.28
09-108-039	First United Methodist	230 E Maple	201 E Ann Mason, MI 48854	See Attached		8.00				1,079.30	1,079.30	2,158.60
09-108-040	Stanz Wilson H	327 S Rogers	P O Box 61 Mason, MI 48854	See Attached	172.50		12.00		150.00	670.21	670.21	1,340.42
09-108-044	Hendrix Patricia A	314 E Maple	314 E Maple Mason, MI 48854	See Attached	31.00		15.00			508.62	508.62	1,017.25
09-108-050	Pear Dennis	326 E Maple	326 E Maple Mason, MI 48854	See Attached	66.00				63.00	372.16	372.16	744.32
09-108-058	McClure Brian	338 E Maple	228 E Maple Mason, MI 48854	See Attached	25.00				171.90	789.39	789.39	1,578.78
09-108-060	Thom Conway & Partner	337 E Maple	731 Hart Mason, MI 48854	See Attached	36.00		17.00		120.00	441.09	441.09	882.18
09-108-066	Thom Robert D	402 E Maple	402 E Maple Mason, MI 48854	See Attached			13.00			441.09	441.09	882.18
09-108-068	Stadler Daniel	408 E Maple	408 E Maple Mason, MI 48854	See Attached			10.00		132.00	441.09	441.09	882.18

Special Assessment Roll 2015-1  
Sidewalk Special Assessment District 2015-1

Parcel #	Owner's Name	Property Address	Mailing Address	Legal Description	LF 4' x 4' Sidewalk	LF 5' x 4' Sidewalk	LF 4' x 6' Sidewalk	LF 5' x 6' Sidewalk	SF Drive Approach	Cost to Taxpayer (Total Cost x 50%)	Cost to City (Total Cost x 50%)	Total Cost
23-19-10					16.93	21.18						
09-109-010	Quincy Jean & Ken	410 E Maple	410 E Maple Mason, MI 48854	See Attached	8.00					67.71	67.71	135.42
09-109-013	Hyden Property Dev. LLC	320 Shoen	3203 Ashwood Ln Detroit, MI 48244	See Attached		8.00			104.00	368.77	368.77	697.54
09-125-012	Taylor Ken & Holly A	225 Shoen	225 Shoen Mason, MI 48854	See Attached		8.89				91.19	91.19	182.38
09-222-012	Suberland Kay L	227 Lawton	227 Lawton Mason, MI 48854	See Attached	7.11					90.18	60.18	120.35
09-204-012	Oestrike Charles & Pamela	775 E Maple	775 E Maple Mason, MI 48854	See Attached	12.44					109.20	109.20	210.59
09-206-006	Pirack Randy & Nancy	740 E Maple	740 E Maple Mason, MI 48854	See Attached			4.00			41.03	41.03	82.06
09-206-007	Coates Jeffrey & Susan	744 E Maple	744 E Maple Mason, MI 48854	See Attached	13.00					110.03	110.03	220.06
09-206-008	Connan William & Anita	738 E Maple	738 E Maple Mason, MI 48854	See Attached					102.00	261.58	261.58	523.16
09-206-010	Majchrzak Nicholas	755 E Maple	755 E Maple Mason, MI 48854	See Attached			13.35		132.00	700.89	700.89	1,401.88
09-206-012	Radwanski-Cole Laura J	758 E Maple	758 E Maple Mason, MI 48854	See Attached	18.67					166.02	166.02	316.05
09-207-003	Corfano Audrey & Scott	810 E Maple	4025 Weber Hvc, MI 48842	See Attached	14.09				120.00	723.98	723.98	1,447.96
09-207-004	Byran Douglas A	800 E Maple	800 E Maple Mason, MI 48854	See Attached			25.00			206.45	206.45	612.90
09-207-005	Koenig Jennifer & James	300 Temple	300 Temple Mason, MI 48854	See Attached	9.00		20.00			287.34	201.34	592.67
09-207-011	Hassman Roger & Suzanne	221 Washington	221 Washington Mason, MI 48854	See Attached	25.00					211.60	211.60	423.20
09-221-002	Spalby Brian H & Christine V	249 Washington	249 Washington Mason, MI 48854	See Attached	3.00		15.00		240.00	811.67	811.67	1,623.34
09-221-006	Grohn Barbara F	821 E Maple	821 E Maple Mason, MI 48854	See Attached	4.00					33.98	33.98	67.71
09-222-009	Mosby Kevin T & Lynn M	803 E Maple	803 E Maple Mason, MI 48854	See Attached	9.00					76.18	76.18	152.35
	Totals				572.39	325.00	251.22	52.00	2,120.00	18,953.73	16,983.75	33,937.47

**CITY OF MASON  
REGULAR CITY COUNCIL MEETING  
MINUTES OF MARCH 2, 2015**

Mayor Waltz called the meeting to order at 7:30 p.m. in the Council Chambers at 201 W. Ash Street, Mason, Michigan, 48854. Mayor Pro Tem Brown led the Pledge of Allegiance and offered the invocation.

Present: Councilmembers: Brown, Clark, \*Droscha, Ferris, Mulvany, Waltz  
Absent: Councilmember: Bruno (excused)  
Also present: Martin A. Colburn, City Administrator  
Deborah J. Cwierniewicz, City Clerk  
Eric Smith, Finance Director/Treasurer  
David Haywood, Zoning & Development Director  
Tom Traciak, City Financial Planner  
John Stressman, Chief of Police

**ANNOUNCEMENTS**

- Mason Area Sesquicentennial Celebration Ceremony – City Hall – March 9, 2015

**PEOPLE FROM THE FLOOR**

None.

**PRESENTATION**

**Pat Hicks – Sun Dried Music Festival**

Pat Hicks, Vice President of the Sun Dried Music Festival, Incorporated, informed Council regarding the organization's plans for its annual event.

**CONSENT AGENDA**

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

- A. Motion – Approval of Minutes – Regular Council Meeting: February 16, 2015
- B. Motion – Approval of Bills - \$110,575.63
- C. Motion – Sun Dried Music Festival

Approved the request for the Sun Dried Music Festival Incorporated street closures as follows: Jefferson Street between Ash and Sycamore Streets, Maple Street from the east side of the entrance to the Mason State Bank parking lot to Barnes Street (including both sides) from Maple to Ash Streets, and Ingham Court from Jefferson Street to the Mason State Bank driveway, Friday, August 28, 2015 at 8:00 a.m. through Sunday, August 30, 2015, approximately 4:00 p.m. Also granted is a waiver of the amplified music ordinance, Friday night, August 28 until 12:00 midnight, Saturday until 1:00 a.m. Sunday, August 30, and Sunday from 9:00 a.m. until 4:00 p.m. to allow a Community Worship Service to be held; additionally, rental of the City generator, and use of the fire hydrant located on the corner of Jefferson and Maple Streets to provide a potable water supply to the vendors is granted.

D. Motion – Mason State Bank 5K Race

Approved the request of Mason State Bank to close Maple Street in front of the court house at 6:00 a.m. and Jefferson Street at 7:00 p.m., as well as the route as shown on the provided map, and provide electricity located at the court house drive on Maple Street.

MOTION APPROVED

\*Droscha left the meeting at 7:44 p.m. to attend to an emergency at home, with the intent to return if possible.

**REGULAR BUSINESS**

**Resolution 2015-12 – Authorization Releasing Funds for Local Streets Construction**

MOTION by Brown, second by Ferris,  
to consider Resolution No. 2015-12 read.

MOTION APPROVED

Resolution No. 2015-12 was introduced by Brown and seconded by Ferris.

CITY OF MASON

CITY COUNCIL RESOLUTION NO. 2015-12

AUTHORIZING RELEASING FUNDS FOR LOCAL STREETS CONSTRUCTION INCLUSIVE OF:  
EAST MAPLE STREET BETWEEN ROGERS AND TEMPLE STREETS, WASHINGTON STREET  
BETWEEN EAST ASH AND EAST MAPLE STREETS, SOUTH LANSING STREET BETWEEN  
WEST MAPLE AND WEST ASH STREETS, AND REPAIR AT 433 WEST CHERRY STREET  
MARCH 2, 2015

WHEREAS, the City of Mason went out for public bids for the construction of the local streets of East Maple Street between Rogers and Temple Streets, Washington Street between East Ash and East Maple Streets, South Lansing Street between West Maple and West Ash Streets, and repair at 433 West Cherry Street; and

WHEREAS, bids were received and publicly opened on February 12, 2015; and

WHEREAS, the low bidder is Reith-Riley Construction with a bid of \$1,474,682.70.

BE IT HEREBY RESOLVED, that the Mason City Council approves the expenditures as part of the Fiscal Year 2014-2015 budget of \$1,474,682.70 for the construction of East Maple Street between Rogers and Temple Streets, Washington Street between East Ash and East Maple Streets, South Lansing Street between West Maple and West Ash Streets, and repair at 433 West Cherry Street and authorizes the City Administrator signature authority.

RESOLUTION APPROVED

**Discussion – Update on Mason Library Boiler System**

Haywood gave a brief update of the failing boiler system at the library. A brief discussion ensued.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

Brown requested that the March 16, 2015, agenda include two items; a discussion/motion on the Rayner Park Lease/Buy Option, including the recent agreement and staff agenda report for that agreement, and a proposed resolution regarding City Council support on Proposal 2015-1 that will be on the May 5, 2015, ballot.

MOTION by Ferris, second by Brown,  
to excuse the absence of Councilmember Droscha, as left the meeting at 7:44 p.m. to  
respond a family emergency.

MOTION APPROVED

**CORRESPONDENCE**

All correspondence was distributed.

**LIAISON REPORTS**

- Mulvany informed Council regarding Historic District Commission business
- Ferris stated that nominations for an Arbor Day Honoree are currently being accepted

**COUNCILMEMBER REPORTS**

- Ferris reported on the Ingham County Parks Board Trails and Parks Task Force meeting that she attended. She provided a copy of the February 19, 2015, draft Minutes as well as a progress report she compiled, dated March 3, 2015.
- Brown gave a brief update regarding the Sesquicentennial Committee plans and events

**ADMINISTRATOR’S REPORT**

Colburn informed Council regarding city business. He stated that the Building Authority met February 18, 2015, to discuss the Build America Bonds (BAB) that the City purchased to fund a new city hall. The Federal Government has not been fulfilling the obligations of BAB due to mandatory spending cuts in the Federal budget.

City Financial Planner Tom Traciak stated that due to current interest rates, it would be beneficial to exercise the call feature, which grants the right to retire the debt, before the scheduled maturity date on the bonds and reissue tax exempt bonds. It was the consensus of Council to have a resolution proposed at the next regular meeting.

**ADJOURNMENT**

The meeting adjourned at 8:28 p.m.

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Deborah J. Cwierniewicz, City Clerk

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Mike Waltz, Mayor

03/13/2015 10:43 AM  
User: TP  
DB: Hason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON  
EXP CHECK RUN DATES 03/09/2015 - 03/18/2015  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID  
COUNCIL REPORT  
MONDAY, MARCH 16, 2015

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
06474	CONSUMERS ENERGY		
MARCH 2015 101-448.00-926.000 592-555.00-920.000	ELECTRICITY 1/23 - 2/28 STREET LIGHTING 2/1 - 2/28 ELECTRICITY 1/23 - 2/20	03/09/2015	6,998.20 8,260.89 <u>15,259.09</u>
		VENDOR TOTAL:	15,259.09
06295	REMIRA WATER SOLUTIONS		
9017436503 592-555.00-757.000	9.71 DRY TONS FERRIC CHLORINE 9.71 DRY TONS FERRIC CHLORINE	03/16/2015	5,118.53
		VENDOR TOTAL:	5,118.53
05221	MCGINTY, MITCH, HOUSEFIELD, PERSON,		
MARCH 2015 101-266.00-824.000	FEBRUARY LEGAL FEES FEBRUARY LEGAL FEES	03/16/2015	7,242.76
		VENDOR TOTAL:	7,242.76
07181	STREAMLINE ENTERPRISES, INC		
9100 101-790.00-931.000	LIBRARY ROOF REPAIR; LABOR, 24 ADD'L OSB BOARDS, DIMENSIONAL LIBRARY ROOF REPAIR; LABOR, LUMBER, OSB	03/16/2015	6,065.00
		VENDOR TOTAL:	6,065.00
05363	WOLVERINE ENGINEERS INC		
20150110 203-451.00-970.211	EAST MAPLE RECONSTRUCTION - PROJ 414-0002 E MAPLE ENGINEERING, DESIGN, CONSULTING	03/16/2015	55,959.69
		VENDOR TOTAL:	55,959.69
		TOTAL - ALL VENDORS:	89,645.07

I herby 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:** March 16, 2015

**Agenda Item:** 8C

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**AGENDA ITEM**

Motion — 2014 Annual Report — Mason Fire Department — Chief Kerry Minshall

**EXHIBITS**

- 2014 Annual Report

**STAFF REVIEW**

Fire Department

**SUMMARY STATEMENT**

The members of the Mason Fire Department are justifiably proud of the outstanding service we provide to the community and appreciate this opportunity to share the success we have had over the past year. We are pleased to present the Department's 2014 Annual Report.

**RECOMMENDED ACTION**

Move to accept the 2014 Annual Report for the Mason Fire Department and place it on file.

# MASON FIRE

## 2014 Annual Report



## Mission Statements

### CITY OF MASON, MICHIGAN

#### Mission Statement

Mason is a community founded upon a respect for our historic past, while encouraging an atmosphere that values family, business, the environment and arts, creating a sense of place for present and future generations.



#### MASON FIRE DEPARTMENT MISSION STATEMENT

*To strive to meet the needs of our community through Fire Prevention, Life Safety, Incident Stabilization, and Property Conservation, while being committed to creating pride, professionalism and a work place that nurtures the well-being and growth of our firefighters.*

Mason Fire Department  
2014 Officers



Chief Kerry Minshall



Assistant Chief Mark Howe



Captain Dennis Howe



Lieutenant Russell Whipple



Lieutenant John Sabbadin

## Mason Fire Department 2014 Personnel Roster

Member:	Position:	Years of Service For Mason:	Years of Experience In Fire Service:
Stephen Armstrong	Engineer	40	40
Larry Martin	Engineer	39	45
Dennis Howe	Captain	36	36
Don Parsons	Engineer	36	36
Leon Clark	Engineer	35	35
Kerry Minshall	Chief	34	34
Mark Howe	Assistant Chief	32	32
Jim Hays	Engineer	31	31
Debra Scutt	Firefighter	29	29
Jim Jones	Assistant Engineer	27	27
Michael Buckner	Engineer	26	26
Russell Whipple	1 <sup>st</sup> Lieutenant	25	25
Art Moul	Assistant Engineer	20	31
John Sabbadin	2 <sup>nd</sup> Lieutenant	19	19
Scott Etzel	Assistant Engineer	12	21
Dan Kennedy	Fire Marshal	11	18
Matt Wood	Assistant Engineer	11	11
Scott Preadmore	Assistant Engineer	11	11
Dana Kennedy	Firefighter (11/01/2014)	10	11
John Scutt	Firefighter	9	12
Brian Jordan	Firefighter	9	20
Vaughn Vandecar	Firefighter	8	8
Jason Buckner	Firefighter (08/18/2014)	7	14
Brian Revels	Assistant Engineer	7	7
Kevin Revels	Firefighter	7	7
Joshua Woodland	Assistant Engineer	6	15
Jacob Meyers	Firefighter	6	6
Brian Wood	Firefighter	5	5
Chad Chambers	Firefighter	4	19
Kirk Crawford	Firefighter	4	4
Tom Butcher	Firefighter	3	6
Scott Davidson	Firefighter	3	8
Tai English	Firefighter	3	3
Ken Hamel	Firefighter (12/02/2014)	3	3
John Hill	Firefighter	3	3
Jason Sigman	Firefighter	3	3
Colen Armstrong	Firefighter	2	2
Tim Scott	Firefighter	2	2
David George	Trainee	0	0
Brett Richards	Trainee	0	0
Neil Sheridan	Trainee	0	0
		Total:	575
		Average:	14.0
			665
			16.2

## Personnel Changes in 2014

### New Members

We had three new members join the Fire Department in 2014.

- David George started in November. He is currently enrolled in the Ingham County Chief's Fire Academy.
- Brett Richards started in November. He is currently enrolled in the Ingham County Chief's Fire Academy.
- Neil Sheridan started in November. He is currently enrolled in the Ingham County Chief's Fire Academy.

After successful completion of the Fire Academy in March, the students will be certified at Firefighter I & II, Hazardous Materials Operations Level, Vehicle Extrication, CPR and Emergency Vehicle Driving.

All new members must:

- Pass the interview process with our Selection Committee
- Pass all reference checks
- Pass a criminal background check
- Pass a driving record background check
- Pass a new hire physical including drug screening
- Pass by a majority vote of the membership in their 11<sup>th</sup> month of probation

The City of Mason is an equal opportunity employer.

### Exiting Members

There were three members who exited from the Fire Department in 2014.

- Dana Kennedy resigned from the department November 1<sup>st</sup> upon reaching 10 years of service to focus on family and work. She left as a member in good standing.
- Jason Buckner resigned from the department August 18<sup>th</sup> after selling his home and moving. He left as a member in good standing.
- Ken Hamel separated from the department December 2<sup>nd</sup>.



## The year in Review

By Chief Kerry Minshall

The Mason Fire Department does much more than respond to emergency calls. Our members are active all year long volunteering and participating in community events and activities, training and much more.

There was an increase in the total number of fire calls compared to 2013. Runs in the City of Mason and Vevay Township had an increase while Aurelius Township had a decrease. The requests for mutual aid were up. Part of the total increase is due to the addition of service area in Alaiedon Township and the result of the harsh winter weather early in 2014.

We had three members leave during 2014. We continue to do well with our retention and recruitment of membership. We ended 2014 with 34 Firefighters, 3 trainees and myself for a total of 38 members.

Mason Fire Department works with several other local agencies and organizations such as City of Mason Police, Ingham County Sheriff's and Michigan State Police Departments. We often work with Mason Area Ambulance at vehicle accidents and structure fires. We interact with Mason Public Works, Ingham County Road Commission and MDOT. For utility issues we have both Consumers Energy and Detroit Edison in our service area. We utilize the American Red Cross and Mason Fire Corp at many incidents.

We are members of the Metro Fire Chiefs, Ingham County Fire Chiefs, Ingham County Hazardous Materials Team and the Ingham County Tanker Task Force. We do joint purchasing, share services, information, ideas and resources to provide better service to our communities and citizens.

I still serve on the Ingham County 911 Advisory Board where I am currently serving as Chairperson. I also serve as a Governor appointee to the Michigan Citizen Community Emergency Response Coordinating Council as a member of the Emergency Planning and Community Right-To-Know Committee.

Our Captain Dennis Howe serves as the Ingham County Training Coordinator and is our training officer as well. We have a demanding training program for our members including topics such as fire suppression, search and rescue, vehicle extrication, hazardous materials mitigation, confined space rescue, water and ice rescue, carbon monoxide monitoring and more. We collaborate with the other Ingham County fire departments to offer seminars, joint trainings, Firefighter Academy and Fire Officer Classes. The Ingham County Fire Chief's Association is currently hosting a Firefighter I & II academy at the Mason Fire Station for 2014/2015. Several Mason members are Certified Fire Instructors and help teach the class along with other area instructors.

The Mason Firefighter's Association is made up of all of the members of the Fire Department and retirees plus several honorary and auxiliary members. The Mason Fire Corp is made up from community volunteers and operates under the Mason Firefighter's Association. A

recent addition to our community services is the Mason Area Disaster Response Team also comprised of community volunteers. Through fundraisers and events such as pancake breakfasts and the Golf Ball Drop the Mason Firefighter's Association raises funds for the purchase of equipment for the Fire Department as well as supports our other various activities in the local area such as scholarships.

Sponsored by the Mason Firefighters Association, the Chief James M. Pelton Memorial Scholarship for 2014 was given to Mason High School Senior Mason VanDyke. The recipient of the Mason Firefighters Association Memorial Scholarship was Mason High School Senior Cole DeKett. The scholarships are funded from the proceeds of our pancake breakfast and are given out at the annual awards ceremony in May.

The fire department and the association hosted the annual Fourth of July Fireworks program which brings thousands of people to Mason. Due to the construction of a membrane structure in the infield of the fairgrounds, the fireworks were moved east to Temple Street. This change eliminated the ground displays and shifted the funds to all aerial shells. The fireworks program is made possible through donations and the hard work of many people.

The department volunteers many hours to participate in local parades such as Memorial Day, Independence Day, Veteran's Day and the Light Parade. We also participate in parades at Dansville, Delhi and Leslie and they in turn have trucks in our parades.

The fire department continues to support the Ingham County Fair each year with many members volunteering to work at watering the race track, and providing fire protection at tractor pulls, demolition derbies and other infield events. In exchange we are given a spot for the James Malcom Fire Safety House. The safety house is staffed during fair week by members from several area fire departments.

The 13<sup>th</sup> annual Mason Cares Day was held on September 11<sup>th</sup> thanks to the generosity of Dart Bank and Colleen Briggs. Members of the community and schools come to the fire station to paint, clean the station, work on landscaping and wash and wax the police and fire vehicles. Businesses and individuals donate goods and services that help support our operations throughout the year.

Following Mason Cares our 13<sup>th</sup> annual 9-11 ceremony was held in remembrance of those who lost their lives during the tragic events of September 11, 2001.

In October we held our annual open house during National Fire Prevention Week which was attended by over 500 residents. Visitors could ride on a fire truck, tour the Fire Safety House, spray a fire hose, learn about fire safety and have refreshments all at no cost.

We hosted 20 classroom visits at the fire station, did two fire prevention assemblies at North Aurelius for K – 2 and 3 – 5 and hosted several scouting groups for fire safety education.

We had five firefighters participate in the Shop with a Hero program held in December at Meijer. The Mason Firefighters Association donates funds to help support the program.

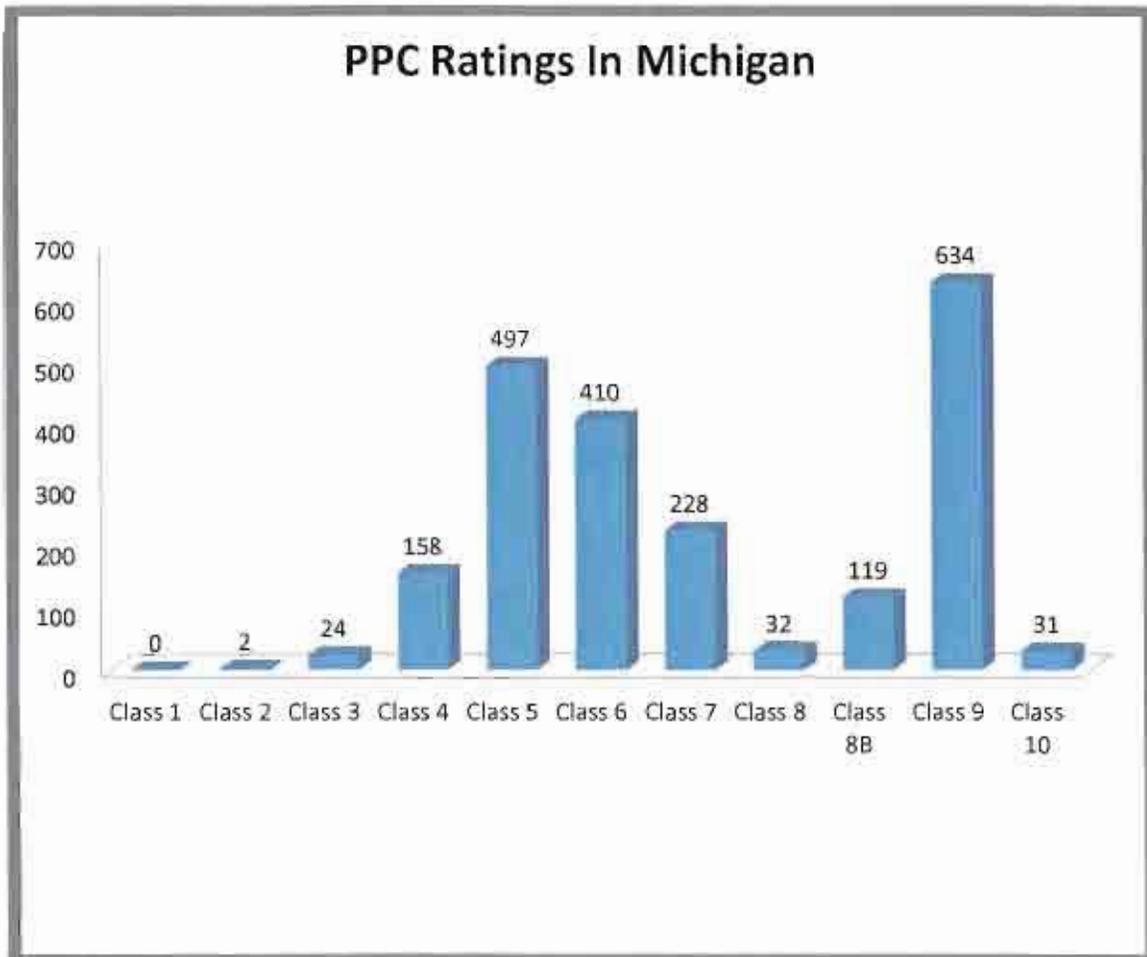
The Mason Fire Corp assisted us at several incidents throughout the year with rehab. The Corp also helped several families after their fire by donating furniture and household items that we keep on hand for just such emergencies.

## ISO

The Insurance Services Offices reviewed our fire suppression capabilities in April of 2014. The rating scale used is Class 1 through Class 10 with Class 1 being the best.

The Public Protection Classification PPC for the City of Mason continues to be a 4 PPC.

Alaiedon, Aurelius and Vevay Townships are a 6/10 PPC classification. Within five road miles of the fire station is a 6 PPC and over five road miles is a 10 PPC.

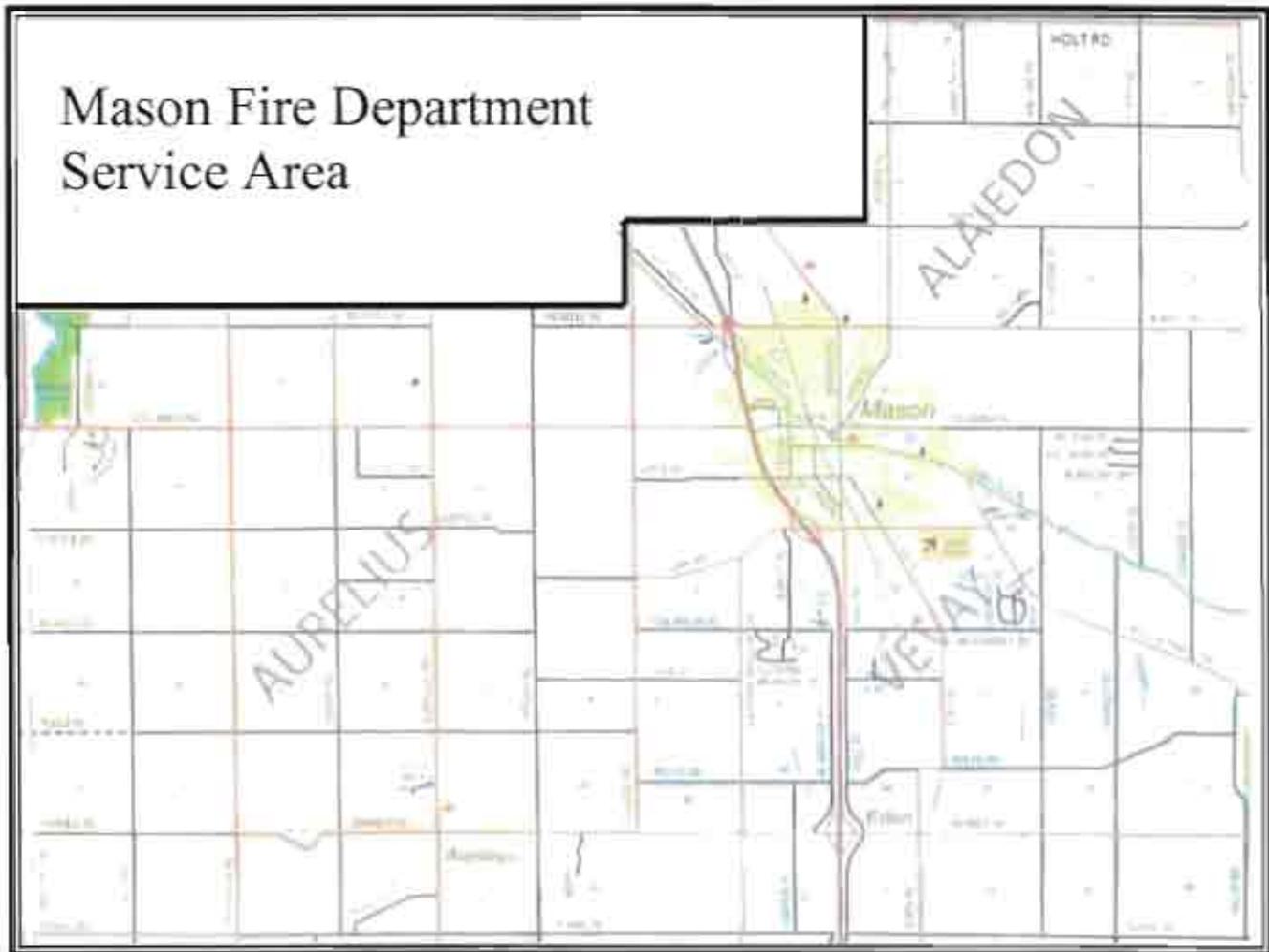


**It should be noted that of the 2135 fire departments rated in Michigan as of 2014, only 26 have achieved a better PPC rating than Mason.**

Information from [ISOmitigation.com](http://ISOmitigation.com)

## Service Area

The Mason Fire Department service area includes the City of Mason, Aurelius Township, Vevay Township and about one third of Alaiedon Township. The total area served adds up to about 85 square miles. The total population served in our coverage area is about 16,365 residents. Lansing Mason Ambulance Service is the medical responder for this area.



# Alaiedon Township

Beginning January 1<sup>st</sup> of 2014, Mason Fire Department became the primary responding fire department in roughly one third of Alaiedon Township. Delhi Township is the contract holder with Alaiedon Township for fire services. Delhi Township Fire responds into Area 2. Delhi Township sub-contracts to the City of Mason for fire services for the south and eastern area (Area 3) and to Meridian Township Fire for the northern area (Area 1).



## Breakdown of Incidents

### Breakdown by Area Served:

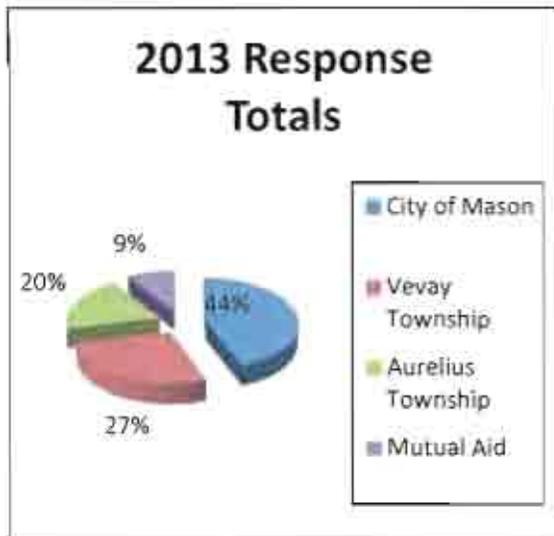
The Mason Fire Department responded to 258 incidents in 2014. This was a total increase of 41 responses compared to 2013. There was an increase in responses in the City of Mason by 6 calls. Vevay Township had an increase of 5 responses and Aurelius Township had a decrease of 5. Mutual aid to neighboring departments increased by 18 responses. Under a new subcontract agreement, we responded into Alaiedon Township 17 times.

#### 2013 response totals:

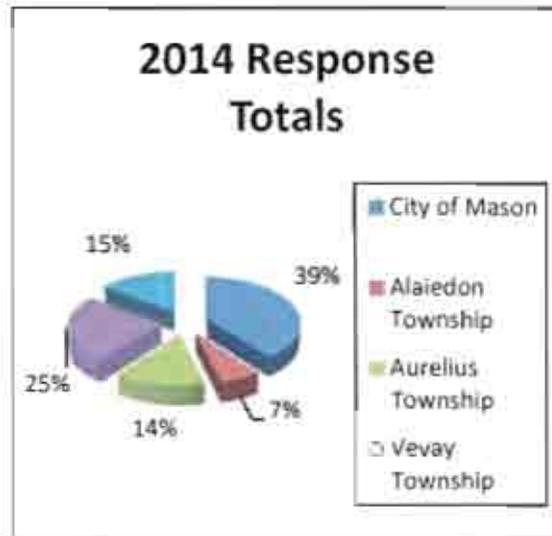
City of Mason	96
Vevay Township	59
Aurelius Township	42
Mutual Aid	20
<b>Total</b>	<u>217</u>

#### 2014 response totals:

City of Mason	102
Vevay Township	64
Aurelius Township	37
Mutual Aid	38
Alaiedon Township	<u>17</u>
<b>Total</b>	<u>258</u>



Total Responses 2013  
By percent



Total Responses 2014  
By percent

## Breakdown by Incident Type:

### City of Mason 2014:

Structure fires	8
Vehicle fires	1
PI accidents and extrications	5
False alarms: Systems, detectors, etc.	31
False alarms: Canceled, unable to locate etc.	5
Carbon Monoxide alarms	4
Miscellaneous: Power lines etc.	11
Miscellaneous: Odors, gas leaks etc.	14
Fires other: Minor fires, rubbish, unauthorized and authorized burning, fires out upon arrival, etc.	14
Severe weather	2
Wild land, grass fires	0
Missing persons	0
Medical assistance / rescue	7
Hazardous materials, fuel spills	0
Total	102

An average of 19.1 firefighters responded to structure fires.  
An average of 11.6 firefighters responded to all other incidents.  
Another 20 calls were “Command car only” to scene.

The average response time from dispatch to on-the-scene was 3.95 minutes.  
Average time includes all calls, 20 emergency and 82 non-emergency responses.

There were 44.7 hours spent at runs in the City with an average “on scene” time of 26.3 minutes  
and a manpower total of 1136 hours.

There was a 6% increase of calls from 2013 to 2014.

## Alaiedon Township 2014:

Structure fires	0
Vehicle fires	0
PI accidents and extrications	5
False alarms: Systems, detectors, etc.	4
False alarms: Canceled, unable to locate etc.	2
Carbon Monoxide alarms	0
Miscellaneous: Power lines etc.	2
Miscellaneous: Odors, gas leaks etc.	0
Fires other: Minor fires, rubbish, unauthorized and authorized burning, fires out upon arrival, etc.	3
Severe weather	0
Wild land, grass fires	1
Missing persons	0
Medical assistance / rescue	0
Hazardous materials, fuel spills	0
Total	17

An average of 0 firefighters responded to structure fires.  
 An average of 13.53 firefighters responded to all others.  
 Another 4 calls were "Command car only" calls to scene.

The average response time from dispatch to on-the-scene was 5.47 minutes.  
 Average time includes all calls, 4 emergency and 13 non-emergency responses.

There were 10.03 hours spent at runs in Alaiedon Township with an average "on scene" time of 35.4 minutes and a manpower total of 229 hours.

This partial township was added in 2014.

## Aurelius Township 2014:

Structure fires	4
Vehicle fires	1
PI accidents and extrications	4
False alarms: Systems, detectors, etc.	2
False alarms: Canceled, unable to locate etc.	3
Carbon Monoxide alarms	1
Miscellaneous: Power lines etc.	5
Miscellaneous: Odors, gas leaks etc.	1
Fires other: Minor fires, rubbish, unauthorized and authorized burning, fires out upon arrival, etc.	7
Severe weather	0
Wild land, grass fires	4
Missing persons	0
Medical assistance / rescue	2
Hazardous materials, fuel spills	3
Total	37

An average of 19 firefighters responded to structure fires.  
An average of 14.5 firefighters responded to all others.  
Another 7 calls were “Command car only” calls to scene.

The average response time from dispatch to on-the-scene was 10.7 minutes.  
Average time includes all calls, 12 emergency and 25 non-emergency responses.

There were 18.3 hours spent at runs in Aurelius Township with an average “on scene” time of 29.7 minutes and a manpower total of 552 hours.

There was a 13% decrease of calls from 2013 to 2014.

## Vevay Township 2014:

Structure fires	6
Vehicle fires	6
PI accidents and extrications	9
False alarms: Systems, detectors, etc.	7
False alarms: Canceled, unable to locate etc.	3
Carbon Monoxide alarms	5
Miscellaneous: Power lines etc.	3
Miscellaneous: Odors, gas leaks etc.	6
Fires other: Minor fires, rubbish, unauthorized and authorized burning, fires out upon arrival, etc.	9
Severe weather	0
Wild land, grass fires	8
Missing persons	0
Medical assistance / rescue	2
Hazardous materials, fuel leaks	0
Total	64

An average of 21 firefighters responded to structure fires.  
An average of 13.4 firefighters responded to all others.  
Another 10 calls were "Command car only" calls to scene.

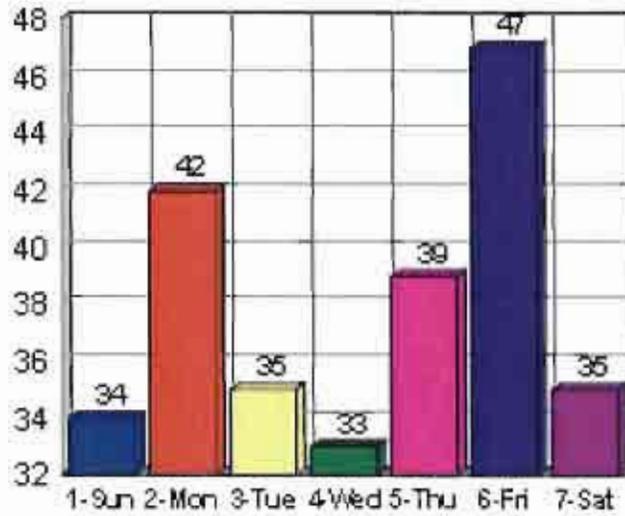
The average response time from dispatch to on-the-scene was 6.8 minutes.  
Average time includes all calls, 28 emergency and 36 non-emergency responses.

There were 33.8 hours spent at runs in Vevay Township with an average "on scene" time of 31.6 minutes and a manpower total of 951.5 hours.

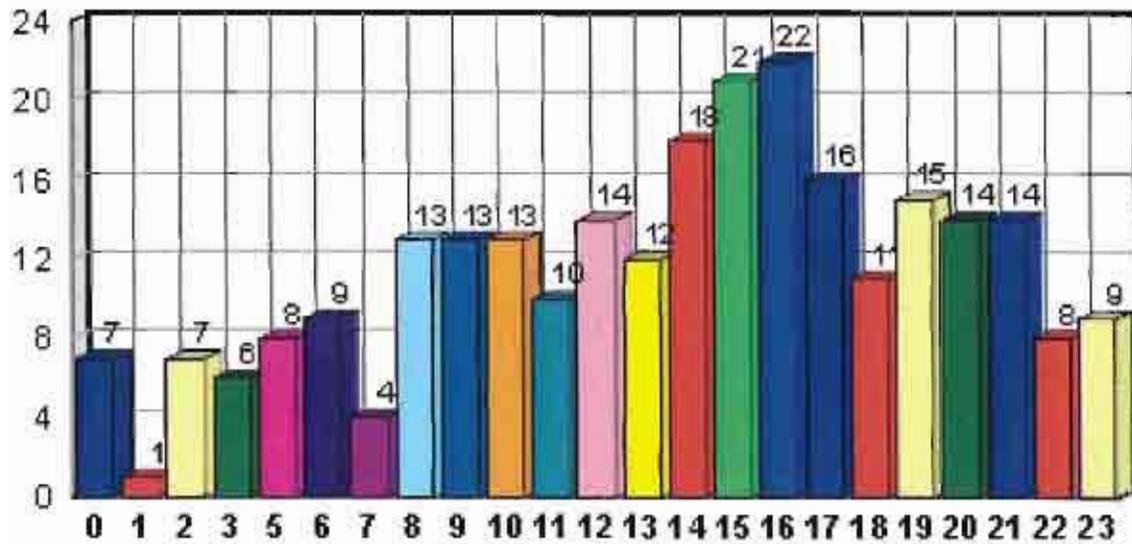
There was an 8% increase of calls from 2013 to 2014.

## Number of Calls Report by Day of Week - Hour of Day

### Calls By Day Of Week



### Calls By Hour Of Day



The above graphs were provided by the Ingham County Dispatch Center

Estimated Losses  
For Structure Fires and Fires in Structures

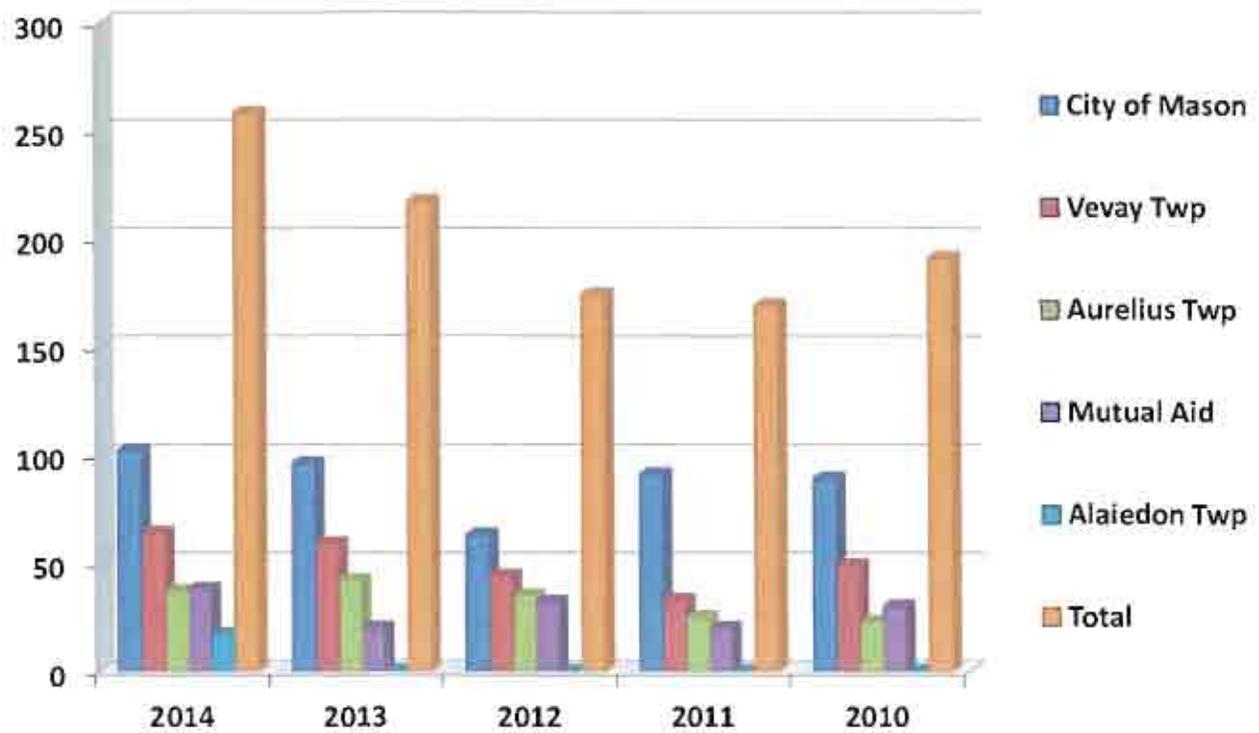
Service Area	Address	Type	Losses Property/Contents	Pre-Fire Value Property/Contents
City	200 Kipp Road	Structure fire Penthouse	Unreported	Unreported
City	219 Kiwanis Drive	Cooking Fire Apartment	\$0 / \$100	\$252,000 / \$80,000
City	154 N Jefferson Street	Structure fire Garage	\$500 / \$100	\$5,000 / \$5,000
City	865 S Cedar Street	Electrical fire Business	\$100 / \$500	\$373,144 / \$50,000
City	703 E Columbia Street	Electrical fire House	\$0 / \$50	\$90,000 / \$5,000
City	244 Kiwanis Drive	Structure fire Apartment	\$100 / \$0	\$252,000 / \$80,000
City	202 W Sycamore Street	Structure fire Duplex	\$50,000 / \$5,000	\$83,400 / \$10,000
City	617 Peachtree Place	Structure fire Apartment	\$10,000 / \$1,000	\$208,520 / \$20,000
Aurelius	5256 Curtice Road	Structure fire House	\$10,000 / \$500	\$97,200 / \$5,000
Aurelius	240 Primrose Lane	Air Conditioning	\$0 / \$0	\$142,945 / \$10,000
Aurelius	5523 W Columbia Road	Structure fire House	\$40,000 / \$5,000	\$80,000 / \$10,000
Aurelius	5151 W Barnes Road	Barn fire	\$0 / \$0	\$0 / \$0
Vevay	520 Rolfe Road	Dryer fire	\$0 / \$500	\$95,000 / \$5,000
Vevay	2185 Barnes Road	Structure fire House	\$10,000 / \$1,000	\$107,500 / \$20,000
Vevay	249 Vevay Drive E	Porch fire	\$400 / \$0	\$41,000 / \$5,000
Vevay	1057 BobolinkWay	Candle fire	\$100 / \$100	\$128,809 / \$10,000
Vevay	267 Vevay Drive E	Structure fire Mobile home	\$1,000 / \$500	\$40,000 / \$5,000
Vevay	160 Pine Drive S	Structure fire Mobile Home	\$10,000 / \$1,000	\$40,000 / \$5,000
Vevay	1350 W Columbia Road	Structure fire House	\$20,000 / \$10,000	\$80,000 / \$30,000

Losses are estimated at the time of the incident report by the information currently available.

## Five Years of Incidents

	2014	2013	2012	2011	2010	Average
City of Mason	102	96	63	91	89	88.2
Vevay Twp	64	59	44	33	49	49.8
Aurelius Twp	37	42	35	25	23	32.4
Mutual Aid	38	20	32	20	30	28.0
Alaiedon Twp	17					17.0
<b>Total</b>	<b>258</b>	<b>217</b>	<b>174</b>	<b>169</b>	<b>191</b>	<b>201.8</b>

The following chart represents responses by area over a five-year period.



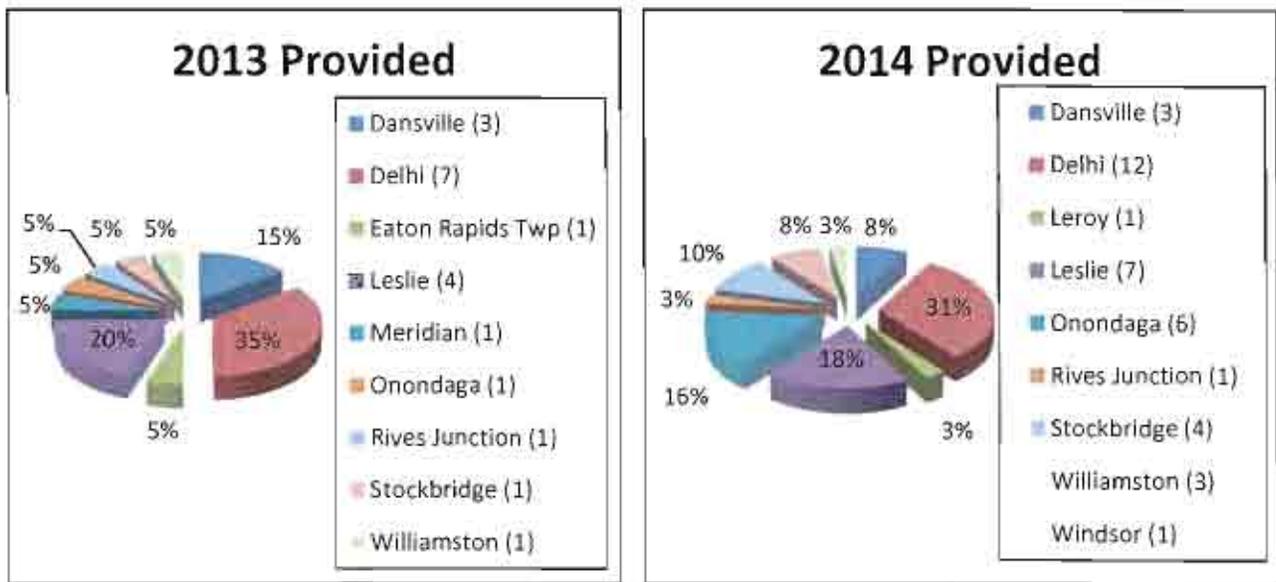
## Mutual Aid

Through our Mutual Aid and MABAS (Mutual Aid Box Alarm System) agreements we give and receive assistance for Incident Command support, manpower, equipment, water tankers and Rapid Intervention Teams or almost any other service requested. By collaborating and sharing our resources with other area departments, we are able to greatly enhance the services that we provide and receive.

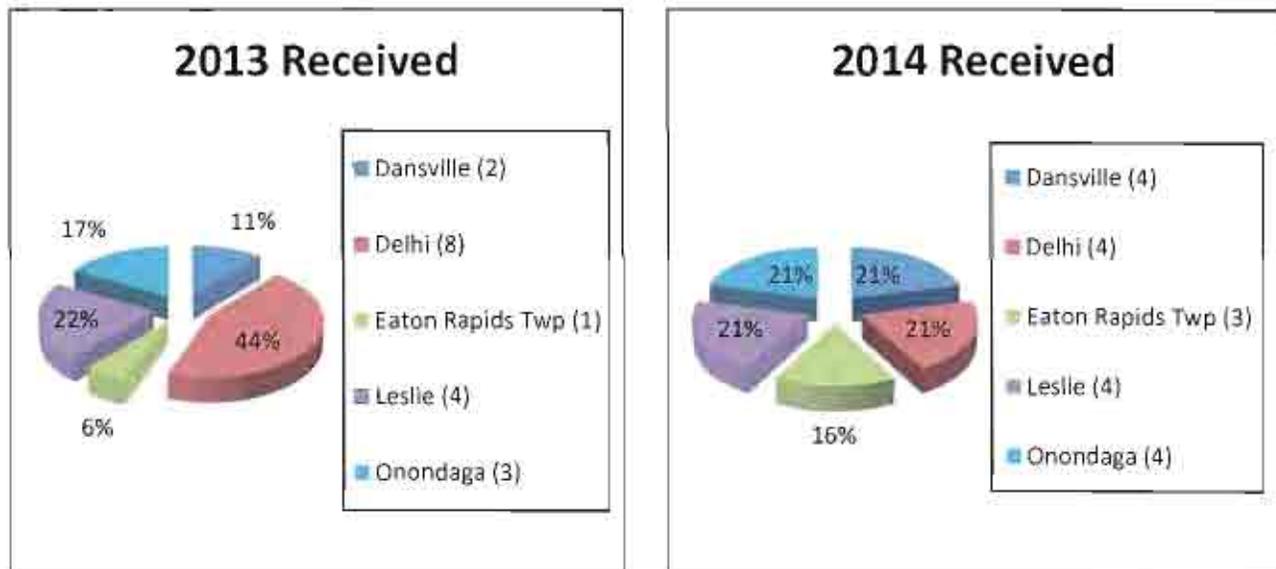
Mason Fire Department continues to participate with the Ingham County Tanker Task Force. For a major event, a call for the Tanker Task Force will bring tankers from all of Ingham County, part of Eaton County, and part of Livingston County.

In 2014, Mutual Aid was given 38 times and was received 19 times.

### Mutual Aid Given 2014:



### Mutual Aid Received 2014:



## Mutual Aid Given 2014:

Structure Fires	29
False alarms: Systems, detectors, etc.	2
False alarms: Cancelled, unable to locate, etc.	3
Miscellaneous: Power lines, etc.	1
Medical assistance / rescue, ice, etc.	3
Total	38

An average of 14.5 firefighters responded to structure fires.  
 An average of 12.4 firefighters responded to all others.  
 Another 1 call was a “Command car only” call to scene.

The average response time from dispatch to on-the-scene was 13.6 minutes.  
 Average time includes all calls, 30 emergency and 8 non-emergency responses.

There were 11.37 hours spent at Mutual Aid runs with an average “on scene” time of 17.9 minutes and a manpower total of 682 hours.

There was a 90% increase in calls from 2013 to 2014.

## Mutual Aid Received 2014:

	Dansville	Delhi	Eaton Rapids Twp	Leslie	Onondaga	Total
Structure Fires	3	3	3	1	2	12
Vehicle Fires (camper)						
PI accidents & extrications						
Miscellaneous: Power lines, etc.	1	1		3	2	7
Total	4	4	3	4	4	19

We received assistance from Ingham County Heavy Rescue at 10 structure fires, 6 PI accidents & extrications, and 2 miscellaneous calls.

We received assistance by Honorary Firefighters, Retirees and or Fire Corp at 54 incidents.

## Training & Education

By Dennis Howe  
Captain



The members of the Mason Fire Department are asked to leave their spouses, family, friends, and even their place of employment at a moment's notice to serve this community. In addition, these same members are required to take part in various training opportunities throughout the year. This training allows us to enhance our knowledge, sharpen our skills, and develops the teamwork necessary to maintain the high level of readiness that the citizens we serve have come to expect and

deserve.

The Mason Fire Department has a regularly scheduled training practice every other Friday, for a total of 26 sessions per year. Fire practice begins with a business meeting at 7:00 PM, then we move to a training activity and concludes anywhere from 9:00-10:00 PM depending on the exercise. MFD members also attend training and specialized classes on their own time. The department furnishes each person with a subscription to *Firehouse* magazine. The magazine is filled with information and articles about the latest firefighting techniques, strategy, lessons learned from fires, and articles on items such as the advances in car making technology that will affect extrication practices.

The Mason Fire Department trains with other departments around the county each year. In 2014, there were approximately 1250 additional hours spent in training with the Tanker Task Force, Ingham County HazMat team, Ice Rescue, Extrication classes, Firefighter I & II classes, Fire Officer I, II, & III classes, teaching at other departments, and NIMS training as required by the Dept. of Homeland Security.

It is obvious that the members of the Mason Fire Department deem training important. The approximately 2700 hours of training is done with very little, and in many cases, no compensation, save the satisfaction of knowing that one is improving his skills as a firefighter. The Mason Fire Department is extremely blessed to have dedicated people who understand the importance of training and the willingness to do so. This department has a very high standing within the fire department and emergency services community for its knowledge, actions, training, expertise, and professional manner with which we serve the citizens of Mason and the townships of Vevay, Aurelius and Alaledon.

This live training burn at 840 Gale Road in Aurelius Township was a joint exercise with Lansing, Delhi and Michigan State Police for their Fire Investigator class.

(Cover page)



## Incidents

Thursday 8/14/2014 at about 10 PM Mason Fire Department was called to respond to West Sycamore Street in the City of Mason for a report of a structure (duplex) fire. Initial report was for just smoke showing with no flames visible. While en-route, updated information was that flames were now visible.

On arrival, Chief Minshall was informed by a neighbor that there was a woman still inside the unit and was led to the rear entrance. Chief radioed to incoming units confirming a victim in the home. A woman could be heard moaning somewhere near the rear interior of the home. The smoke conditions were black and aggressive about 18" off the floor and descending. The victim was called to see if she could move towards a window or door. The victim went silent. We vacated the rear of the unit and went around to the front to meet incoming Rescue 806.

Assistant Chief Howe arrived shortly after and went to the front door and met with Chief Minshall. At this time there were flames coming out of the front and side living room windows.

Rescue 806 led by Captain Howe arrived and was assigned a direct fire attack and primary search for the occupant. Assistant Chief Howe initially attacked the fire through the front window as the crew masked up. Rescue 806's crew entered and did an initial knockdown of the flames as they began their primary search for the occupant.

Engine 809 led by Lieutenant Whipple arrived and was instructed to advance a line into the rear entrance. Firefighters Vandecar and Wood led by Lieutenant Whipple began a search from the rear. Rescue 806 Firefighters Davidson and Meyers led in as the primary search team while Woodland and Chambers began fire suppression.

Meyers said "Upon arrival, flames were showing at the front window and door. Woodland, Davidson and I made entry. Heavy smoke was in the front room. Fire was above and behind us."

Davidson said "Josh made entry with the nozzle with Jake and me behind him. Josh began knocking down the fire but we struggled for a few seconds to get more hose. We quickly made a decision to leave the nozzle for Jake to work on fire suppression. Josh and I started with a right hand search... Within 5 - 7 feet down the wall to my left I found a doorway... I followed a narrow hallway that led to a bathroom. I found a resident unconscious lying in front of the toilet."

Woodland said "After making entry 5-6 feet into the structure, we encountered significant heat and several areas burning to our right and left. After making a direct attack on the visible flames I began to sweep the room with a wider fog stream to cool the area enough to begin our rapid primary search. I could see the glow of flames toward the back of the structure. I crossed over to the west wall... I then heard Davidson call out that he had found the victim."

The victim was quickly removed from the home and placed in the front yard where they were met by Chief Minshall and Firefighter Etzel. The victim was unresponsive but had a pulse and was breathing. Lansing Mason Ambulance crews arrived and the patient was loaded onto the stretcher and into the awaiting ambulance where she was transported to Sparrow Hospital.

I cannot overstate how proud I am of our fire department. This was truly a team effort. From the drivers who get us there and provide the water to the leadership of my officer staff to the firefighters who crawl into the smoke and flames, we definitely had our A game on and a resident is alive today because of their dedication and commitment.

\* \* \*



Fire Marshall Kennedy looks for the cause of this fire on Curtice Road.



Car accident on Dansville Road.



Dryer fire on Rolfe Road.



Semi truck and field fire between on Barnes Road.



Car accident on Cedar Street.



Fire at a house under construction

## Awards



### ***Mason Fire Department 2014 Fire Fighter of the Year Award***

This letter of commendation is hereby awarded to *Fire Fighter Scott Preadmore* as the Mason Fire Department's *Fire Fighter of the Year for 2014*.

With the selection of Scott as the Fire Fighter of the Year, the Mason Fire Department honors a person that epitomizes the very essence of the fire service. Scott represents everything that is right with our department.

Scott began his service with the Mason Fire Department in November of 2003 bringing with him much knowledge and expertise in the area of vehicle extrication. Since Scott has joined the Department he has volunteered to sit on numerous committees for the betterment of the Department, is always involved in our various functions and always performs above and beyond our expectations.

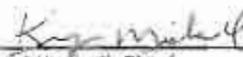
Scott is always willing to accept any assignment given to him and is willing to work hard to succeed and accomplish the task at hand. When on an emergency or otherwise representing the fire department, he is always professional and competent.

Scott is an exemplary role model for the fire service. He is a committed volunteer, is a respected member of the Mason Fire Department, City of Mason and a respected citizen of the community. All of our members, who have had the opportunity and pleasure to work him, have found him to be caring, dedicated and loyal beyond question.

We wish to thank Scott for his loyal and dedicated service to the Mason Fire Department and to congratulate him on this well deserved honor of *Fire Fighter of the Year for 2014*.

His name will be inscribed on the Fire Fighter of the Year plaque which is displayed at the Chief James M. Pelton Memorial Fire Station. A copy of this commendation will also be displayed at the Fire Station for a period of one year, after which it will be placed in his personnel file as a permanent record of his accomplishment.

Signed on behalf of the membership  
of the Mason Fire Department

  
Kerry Marshall, Chief  
December 6, 2014

## Life Saving Medal

To receive the Life Saving Medal, the firefighter must be a member of the department who is principally involved in saving the life of another person and whose personal actions were directly responsible for the life saving act.

Due to their heroic actions on the night of August 14, 2014 resulting in the rescue and saving of life, the Firefighter Lifesaving Commendation Bar and Lifesaving Medal was awarded to:

Scott Davidson  
Jacob Meyers  
Josh Woodland



## Meritorious Unit

The Meritorious Unit Commendation bar is awarded to a group of members who have performed service to the department in a highly commendable manner.

Due to their support and actions on the night of August 14, 2014 resulting in the rescue and saving of life, the Meritorious Unit Commendation Bar was awarded to:

Mark Howe  
Dennis Howe  
Russ Whipple  
Mike Buckner  
Chad Chambers  
Leon Clark  
Kirk Crawford  
Dan Kennedy  
Larry Martin  
Jason Sigman  
Vaughn Vandecar  
Matt Wood



## Activities



911 Memorial Service



Mason Cares



Assembly at North Aurelius.



Veteran's Day Parade



Candy Drop

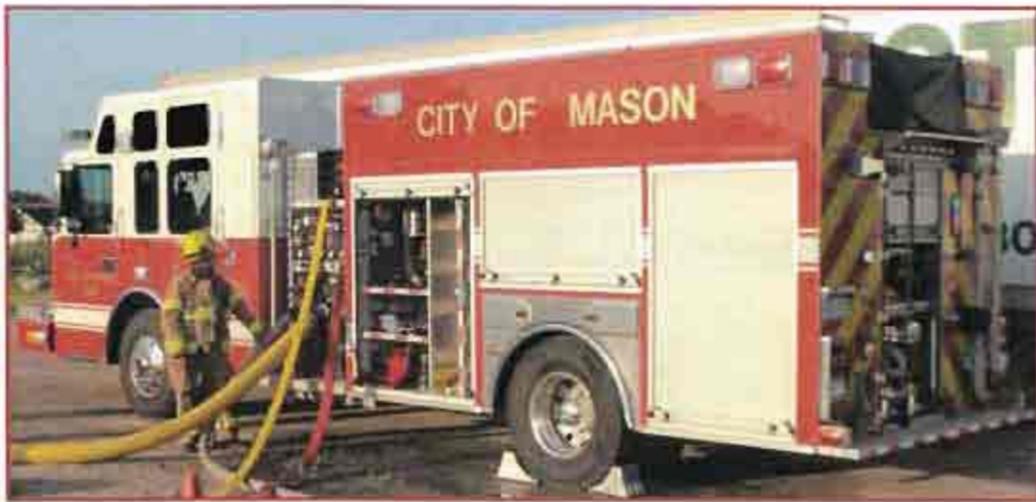
## Mason Fire Department Fleet



2013 Ford Expedition Chief's car  
Command 801 responded to 152 calls



2001 Ford Expedition officer car  
Command 802 responded to 160 calls



Rescue 806 responded to 111 calls



Tower 808 responded to 28 calls



Engine 809 responded to 87 calls



Pumper/Tanker 811 responded to 124 calls



Tanker 807 responded to 19 calls



Brush 810 responded to 47 calls



Squad 815 responded to 23 calls

## Conclusion

It is through the help and support of family, friends, community, businesses, City Council and staff, relationships with numerous agencies and entities that Mason Fire Department continues to be successful. I consider our members to be among the very best. In 2014 with your support we were able to save the lives of citizens involved in vehicle accidents needing extrication and trapped in fire. We saved in excess of \$2.5 million in property and contents. We helped many people who were having a really bad day.

For those of you who have helped in any way, we thank you and please know that you have helped to make a difference. You are what make the Mason community a great place to work, live and raise our families.

I am proud and consider it an honor and privilege to continue to serve as Fire Chief for the City of Mason. I look forward to meeting the new challenges ahead as we build on the successes of our past.

Respectfully submitted,

Kerry Minshall, Fire Chief

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

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Meeting Date: March 16, 2015

Agenda Item: 8D

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**AGENDA ITEM**

Motion — 2014 Annual Report — Mason Police Department — Chief John Stressman

**EXHIBITS**

- 2014 Annual Report

**STAFF REVIEW**

Police Department

**SUMMARY STATEMENT**

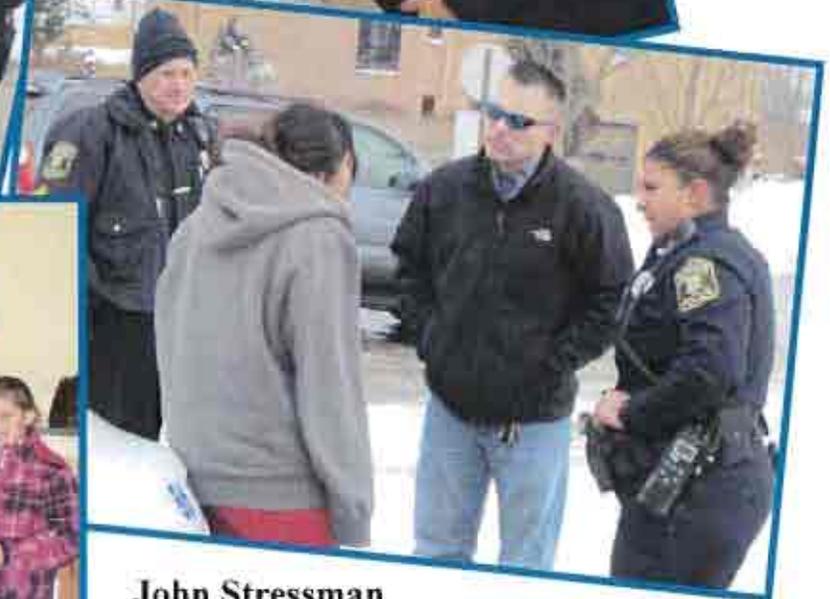
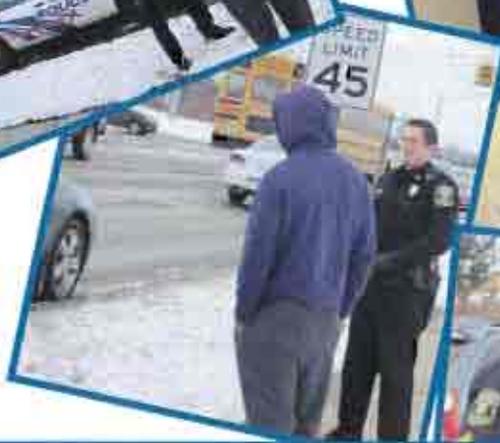
The members of the Mason Police Department are justifiably proud of the outstanding service we provide to the community and appreciate this opportunity to share the success we have had over the past year. We are pleased to present the Department's 2014 Annual Report.

**RECOMMENDED ACTION**

Move to accept the 2014 Annual Report for the Mason Police Department and place it on file.

# Mason Police Department

## 2014 Annual Report



**John Stressman**  
Chief of Police

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*Front cover photos (left to right): Chief Stressman, Sgt. Ed Hude and Human Resources Coordinator Kathy Revels honoring Sgt. Hude for his 40 years of service to the City of Mason; Chief Stressman congratulates Officer Racquel "Kelly" Flores after being sworn in; Officer Mark Reckling completes paperwork in his patrol vehicle; Officer Mark Reckling speaks to a suspect; Detective/Corporal Robert Mentink is congratulated by Chief Stressman on being named City of Mason 2014 Employee of the Year; Officer Bryan Keeler speaks to a suspect; Sgt. Ed Hude and Officers Mark Reckling and Kelly Flores speak to a suspect following a traffic crash; Sgt. Ed Hude and Officer Bryan Keeler pose with the McMeekin family from Mason who dropped off a "care" package for the officers who were scheduled to work on the holiday.*

Most cover photos by James Duthie.

2014 Annual Report edited by Eileen Northrup.

## Introduction



*Chief John Stressman.*

This year we are taking a new approach to the annual report. What we will endeavor to do is break down for the reader what our resources are committed to as it relates to calls for service and commitments of time and availability of officers during their shifts based on averages. For example, the report says we staff an average eight hour shift with 1.9 officers. That of course is impossible but the actual number of officers assigned to each shift per day, per week, per month and year ranges from one to three, most generally two officers per shift depending on numerous scheduling anomalies.

What I think you will find is that the officers and staff of your Mason Police Department work diligently to maximize their work performance and provide the community the highest quality service possible with the resources available. You will also see the department continues to be a pro-active organization, based on problem-solving and a community-oriented approach.

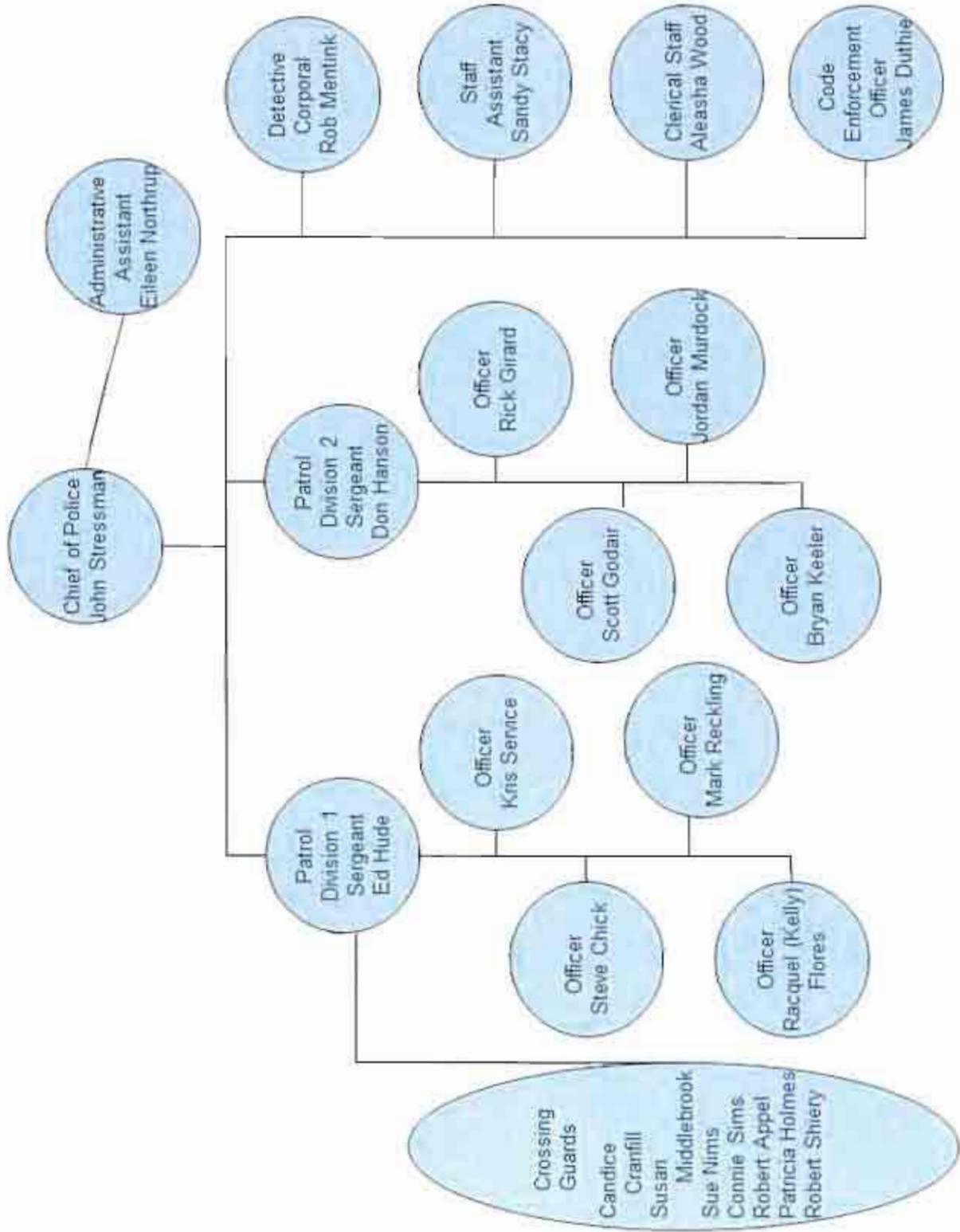
I believe the department has achieved the intended goal we state every year: to maintain the highest quality of life as possible for the Mason community. Mason is a great community for a number of reasons and we believe we are one.

The department also faced some serious challenges while working hard to protect our citizens—challenges that will continue into and through 2015. The most serious has proven to be the department's retention rate of patrol officers. In 2014, three officers resigned their positions with the department and two new officers joined our ranks. The third vacated position was not filled until January 2015. The conundrum now is, how do we retain personnel and maintain a consistent presence in the community; an issue needing to be addressed in 2015.

Another serious challenge is the victimization of our citizens by means of a battery of financial fraud techniques at the hands of scurrilous predators hiding in the underworld of anonymity, on-line. This problem is not going to get any better any time soon as technology and the various means of stealing identity and hacking into private accounts become more pervasive. Our least expensive tool and the means most available is public education. Information to those most likely to be victimized is essential and we are working to accomplish this through a variety of means (e.g., weekly crime report). Technology access is the other primary means. The department works with a number of agencies, state and federal, to address the issues we do not have the capacity to address. These relationships have proved to be productive and we will continue to cultivate as many resources as possible.

### City of Mason Mission Statement

**"Mason is a community founded upon a respect for our historic past while encouraging an atmosphere that values family, business, the environment, and art creating a sense of place for present and future generations."**



## Ethics and Standards

Openness and transparency are philosophically the backbone of any law enforcement organization laying a foundation which establishes public trust. The Mason Police Department embraces the concept that our authority is derived from community trust and we value citizen evaluation of our performance and conduct with the utmost sincerity. Because of these core beliefs, the Mason Police Department's citizen complaint process is in place.

Complaints against the department and its members are scrutinized thoroughly. Some are initiated by dissatisfaction with officer conduct or a service rendered; some are rooted in disagreement or lack of understanding of procedural issues; and others originate internally during incident reviews. One way or another, the complaints are investigated, resolved and the complainants apprised of the results by the Chief of Police. The following are the citizen complaints and their outcomes from 2014.

Internal Investigations are ordered if a sustained complaint could result in severe discipline or termination. Two (2) were investigated in 2014

Citizen Initiated	1	Administrative	1	Survey Response	0
Sustained	0	Sustained	0	Sustained	0
Not Sustained	1	Not Sustained	1	Not Sustained	0
Total Closed	1		1		0

Administrative Reviews are ordered for possible infractions of a lesser nature which may result in reprimand or remedial training. Eleven (11) were investigated in 2014.

Citizen Initiated	8	Administrative	3	Survey Response	0
Sustained	1	Sustained	0	Sustained	0
Not Sustained	7	Not Sustained	3	Not Sustained	0
Total Closed	8		3		0

2014 data reveals a significant increase in complaints made against the department and officers as compared to 2013. This follows two years of decrease reported during 2012 and 2013 with no identifiable behavior pattern to identify the cause.

	2013	2014	Difference
Internal Investigations	1	2	+1
Administrative Reviews	3	11	+8
Total	4	13	+9

### Mason Police Department Mission Statement

To protect life and property, and all rights guaranteed by law, by preserving the peace, maintaining order, controlling crime, apprehending offenders, and enforcing the law

### Detective Bureau

Detective/Corporal Robert Mentink



*Det. Robert Mentink.*

In 2014, the Detective Bureau was assigned 32 new cases and carried over several cases from 2013. Three major cases continue to develop and are close to resolution in the beginning of 2015. Besides the 32 cases assigned, I have assisted patrol on multiple cases and directed the officers in the course of action for their investigations. In 2014, I worked closely with the Michigan State Police, FBI Lansing Field Office and several other local jurisdictions on joint investigations. I conducted three background investigations for new hires in 2014, two of which resulted in employment offers.

The outcome of many cases result in the cases being reviewed by a prosecuting entity, either the City Attorney's Office or the Ingham County Prosecutor's Office. The City Attorney's Office is responsible for the review and prosecution of all misdemeanor local ordinance violations and authorization of civil infraction citations. In 2014, the Mason Police Department presented a total of 20 cases to the City Attorney's Office, resulting in 11 arrest warrants and four case denials. The city's diversion program accepted five defendants into the retail fraud diversion program, giving us an 80 percent prosecution rate for cases presented to the Mason City Attorney.

Respectively, the Ingham County Prosecutor's Office reviews and prosecutes all violations of state law, felonies and misdemeanors. The Mason Police Department presented a total of 109 cases to the County Prosecutor, with 39 felonies and 48 misdemeanors being prosecuted. Six defendants were accepted into a diversion program and warrants were not issued. Of the 109 cases, only 20 were denied and did not result in prosecution, giving the department an 85 percent prosecution rate for cases reviewed by the Ingham County Prosecutor.



*Recovered evidence.*

## In-Service Training

Sergeant Donald Hanson

In 2014, the Mason Police Department continued to train its patrol officers, investigator, clerical and command staff in a variety of relevant law enforcement topics. Much of the training provided was designed to assist both our agency and the community, but it was also intended to help develop employees as individual professionals. In total, over 1,000 hours were invested in law enforcement-related training. This was in addition to hundreds of hours of field training offered to two newly hired officers, with each spending approximately 14 weeks with a Field Training Officer (FTO).



For example, two new officers received a large amount of high-level, hands-on training and scenario-based training called “Tactical Encounters for Patrol Officers.” This training took place at Camp Grayling, Michigan and was financed primarily by our insurance carrier. Together, the officers shot approximately 1,000 rounds of .45-caliber ammunition using their service pistols, went through “shoot-no shoot” scenarios and other real-life situations to prepare them for their patrol duties.



I also had the opportunity to attend Michigan State University’s School of Staff and Command, a learner-driven, six-month program designed to teach supervisors and higher ranking officers executive level and problem solving skills, which are aimed at helping them learn to solve real-life problems law enforcement agencies face each year. Our insurance carrier also funded half the cost of the tuition.



To ensure as much of our training was done in an efficient manner as possible, the department continued its trend of partnering with other local agencies, such as the Ingham County Sheriff's Office, Stockbridge Police Department, Leslie Police Department, Lansing Township Police Department and Meridian Township Police Department. We also utilized the Michigan State Police Training Academy whenever possible, due to the high level of training offered and its convenient location in Lansing, Michigan.

The following are some of the various core-area law enforcement in-service trainings our employees attended in 2014:

- Legal Update
- Taser® Re-certification
- Firearms qualification and training
- Defensive tactics training
- Active violence training
- Report management training
- CPR and first aid training.

Below is a list of some of the various specialized and professional development type law enforcement in-service trainings that some of our employees attended in 2014:

- Advanced Roadside Impairment Driving Enforcement (ARIDE)
- Standard Field Sobriety Testing (SFST)
- Bullet Proof Mind
- Police Response to Fire Emergencies
- Domestic Violence Training
- Courtroom Testimony
- Sexual and Child Abuse Investigations
- Child Car Seat Technician Course
- Field Officer Trainer (FTO) Course Instruction.



In 2015 we expect to continue to see changes in our training needs and challenges in where and how to get employees, sworn and non-sworn, the highest level of training at a reasonable cost. That being said, the Mason Police Department has and will meet those challenges to ensure we have the highest level of professionals representing our agency.

## Firearms Training

Detective Corporal Robert Mentink

The 2014 Firearms Training Program continued to train officers from the Lansing Township Police Department, Stockbridge Police Department and Leslie Police Department, alongside the Mason Police Department's officers. An agreement was reached with the Leslie Police Department to assign a firearms instructor to the training team. Steve Relyea will join the training team in 2015. Officer Relyea is retired from the Lansing Police Department and was a long time member and firearms instructor for the Special Tactics and Rescue Team (S.T.A.R.T.).

Each officer trains three to four times each year and fires 300 to 500 handgun rounds, 150 to 200 rifle rounds and 60 shotgun rounds during qualifications and training. The numbers vary due to some officers needing additional training and others being very proficient with a particular firearm.



Mason officers spend an average of 16 hours per year training in firearms.

Two of the Lansing Township officers, trained in the program, were involved in a lethal force encounter where a suspect was mortally wounded. The Ingham County Prosecutor and the Michigan State Police investigator made very positive observations regarding the

involved officers' training and agreed that it was very clear the officers responded appropriately to the threat based on the comprehensive training received. The shooting was determined by the Ingham County Prosecutor to be justified use of force.

For 2015, several challenges will continue, including an increased cost of materials and supplies. The instructors will provide quality training to the officers of the Mason Police Department, as well as the area departments who now look to us for training standards.

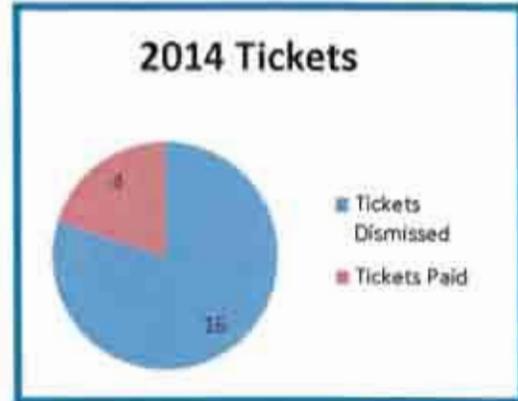


## Code Enforcement

James Duthie

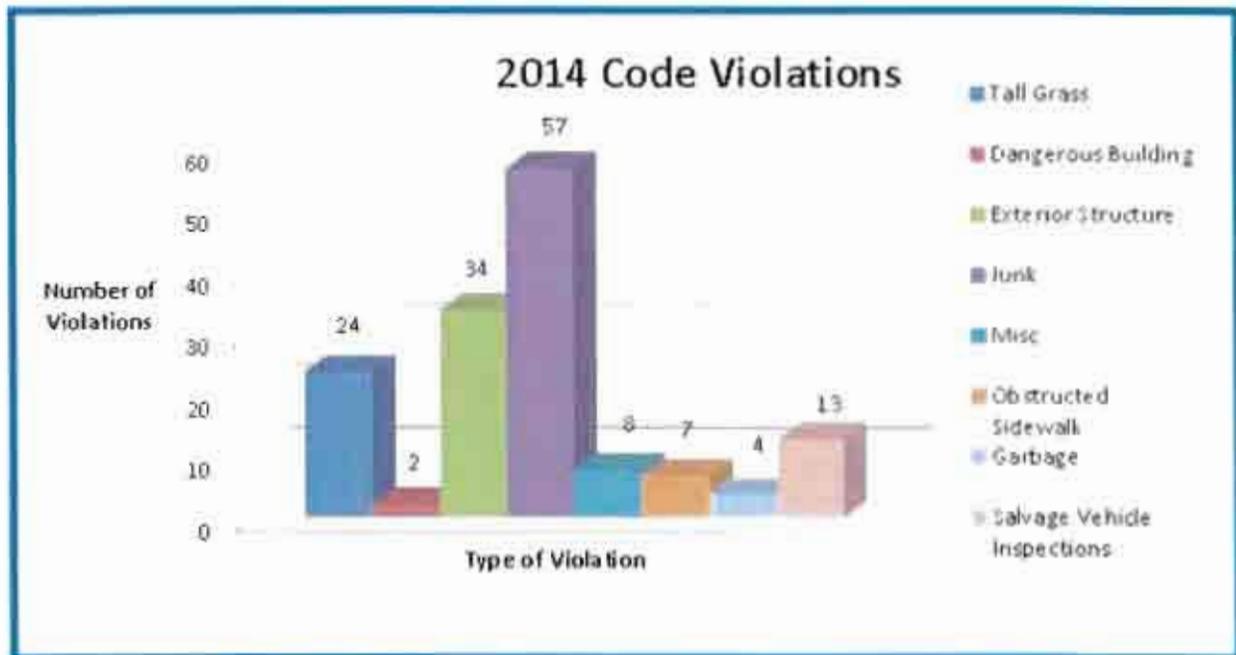
The year 2014 proved to be another busy year for code enforcement within the city.

Twenty tickets were written. Of those, 16 were dismissed due to compliancy. The magistrate from 55th District Court ordered four fines to be paid due to non-compliancy with local ordinances. These reports remain open as further citations may be forthcoming.



I initiated 129 complaints which involved 143 code violations and 13 salvage vehicle inspections were completed. Nearly every complaint required multiple follow up visits to resolve the issue.

We seem to have turned the corner on taking down dead, hazardous ash trees that have succumbed to the emerald ash borer. There were still seven hazardous tree complaints this year.





Deteriorated roofs were still a concern. Several complaints involved a lack of protective treatments (peeling paint or exposed surfaces) on houses, garages and sheds. This also included some downtown businesses.

As in the past, there are several people I'd like to thank. They have all made my job easier and have helped me achieve my objectives.

- Granger
- Habitat for Humanity
- Chief Stressman
- David Haywood, City of Mason Director of Zoning and Development
- City of Mason Departments of Public Works and Parks and Cemetery
- 55th District Court Magistrate Blumer and court clerks

A majority of property owners made good faith efforts to make their properties code-compliant.



My goals for 2015 include continuing to monitor progress on existing complaints whose owners have shown good faith efforts but are not yet compliant. I will continue to seek out new violations and will enforce or ticket those who show little or no progress.



*Before and after photos of a barn in need of repainting.*



## Committed Patrol Expenditure

Chief John Stressman

Data compiled by Sergeant Don Hanson

Traditionally a huge emphasis of the police department's annual report is the number of crimes and non-criminal incidents the department has received and investigated. Most of this data comes from its report management system and the Michigan Incident Crime Report managed by the State of Michigan. Although extremely important information to the community, what the data does not reveal is the time commitment expended from the start of the incident through the necessary follow-up required to insure the matter is concluded. The data below reports the total number of 2014 activities recorded through the 911 Dispatch Center CAD (Computer Aided Dispatch) to be 5,209.

INCIDENT TYPE	NUMBER
ABANDONED VEHICLE	10
ADMINISTRATIVE DUTY	215
BURGLARY ALARM	132
HOLD UP ALARM	4
OTHER ALARM	3
ANIMAL COMPLAINT	23
ASSAULT	31
MEDIC ASSIST-POLICE	1
POLICE ASSIST	16
ATTEMPT TO LOCATE	10
LIQUOR LAW INSPECTION	51
BURGLARY/HOME INVASION	28
BUSINESS CHECK	4
CHILD ABUSE/NEGLECT	15
<BLANK>	1
FALLEN AND CAN'T GET UP	6
CIVIL COMPLAINT	16
CHECK AREA	25
CHECK SUBJECT	144
CHECK VEHICLE	96
CODE VIOLATION	1
COMMUNITY MEETING/EVENT	5
COURT	16
SCHOOL CROSSING GUARD	1
CRIMINAL SEXUAL CONDUCT	6

INCIDENT TYPE	NUMBER
ENDANGERED PERSON	9
DELIVER MESSAGE	2
DISORDERLY CONDUCT	2
DOG COMPLAINTS	37
DOMESTIC	16
NARCOTICS INVESTIGATION	31
INTOX SUBJECT	4
911 HANG UP CALL	11
ESCORT	1
FIRE ALARM	7
FIGHT	31
FIREWORKS COMPLAINT	12
FIRE OR SMOKE IN A HOSPITAL	1
CAR FIRES, DUMPSTER, ILLEGAL	10
CASE FOLLOW UP	256
FOOT PATROL	12
FRAUD	41
SMOKE INVESTIGATION	4
STRUCTURE FIRE	5
FAIL TO PAY	2
HARASSMENT COMPLAINT	44
TRAFFIC HAZARD	56
HIT AND RUN ACCIDENT	28
HOT RODDING COMPLAINT	2
JUVENILE COMPLAINT	32

INCIDENT TYPE	NUMBER
LARCENY	80
LARCENY FROM AUTO	12
LARCENY FROM BUILDING	1
LIQUOR LAW VIOLATION	3
LOCK OUT COMPLAINT (AUTO)	5
MALICIOUS MISCHIEF	7
MALICIOUS DESTR OF PROP	49
MEDICAL RESPONSE	1
MEDICAL RESPONSE	125
MINOR IN POSSESSION	4
MISSING PERSON	14
MOTORIST ASSIST	88
NEIGHBOR COMPLAINT	9
NOISE COMPLAINT	31
OBSCENE ACTIVITY	6
OFFICER INIT WARRANT ARRES	21
OPERATING UNDER THE INFLU	1
OPERATING WHILE INTOXI	16
PANHANDLING	4
PARKING COMPLAINT	30
NUISANCE PARTY VIOLATION	2
POLICE ASSIST	11
PERSON REQUIRING A PBT TEST	179
PROPERTY DAMAGE ACCIDENT	158
PEACE OFFICER COMPLAINT	7
PERSONAL INJURY ACCIDENT	16
PIN IN ACCIDENT	3
PPO/BOND CONDIT VIOLATION	8
PRIVATE PROPERTY PROP DAM	9
PROBATION VIOLATION	19
ANY TYPE OF PROG ASSIGNED	2
PROWLING COMPLAINT	4
PICK UP FOUND PROPERTY	29
RUNAWAY	16

INCIDENT TYPE	NUMBER
RECKLESS DRIVING COMPLAINT	27
RETAIL FRAUD	34
SCHOOL WALK THROUGH	9
SECURITY CHECK	45
SHOTS FIRED COMPLAINT	5
SPECIAL ASSIGNMENT	16
STALKING COMPLAINT	4
SUBPOENA SERVICE	24
SUICIDE/SUICIDAL SUBJECT	11
CHECKING A SUSP. PERSON	55
SUSPICIOUS SITUATION	35
CHECKING A SUSP VEHICLE	43
TROUBLE WITH SUBJECT	73
THREAT COMPLAINT	36
TRAFFIC CONTROL	6
TRAFFIC STOP	1917
TRAIN BLOCKING ROADWAY	1
TRANSPORTS	32
TRASH/LITTERING COMPLAINT	3
TRESPASSING COMPLAINT	4
TRUANCY	1
STOLEN VEHICLE COMPLAINT	10
UNKNOWN INJURY ACCIDENT	4
UNKNOWN TROUBLE	15
UNWANTED SUBJECT	28
UTILITY WIRES DOWN	26
VEHICLE MAINTENANCE	1
VEHICLE/VIN INSPECTION	3
VISUAL PROPERTY CHECK	2
WARRANT ARREST/PICKUP	111
WEAPONS COMPLAINT	11
WELFARE CHECK	131
<b>REPORT TOTAL</b>	<b>5,209</b>

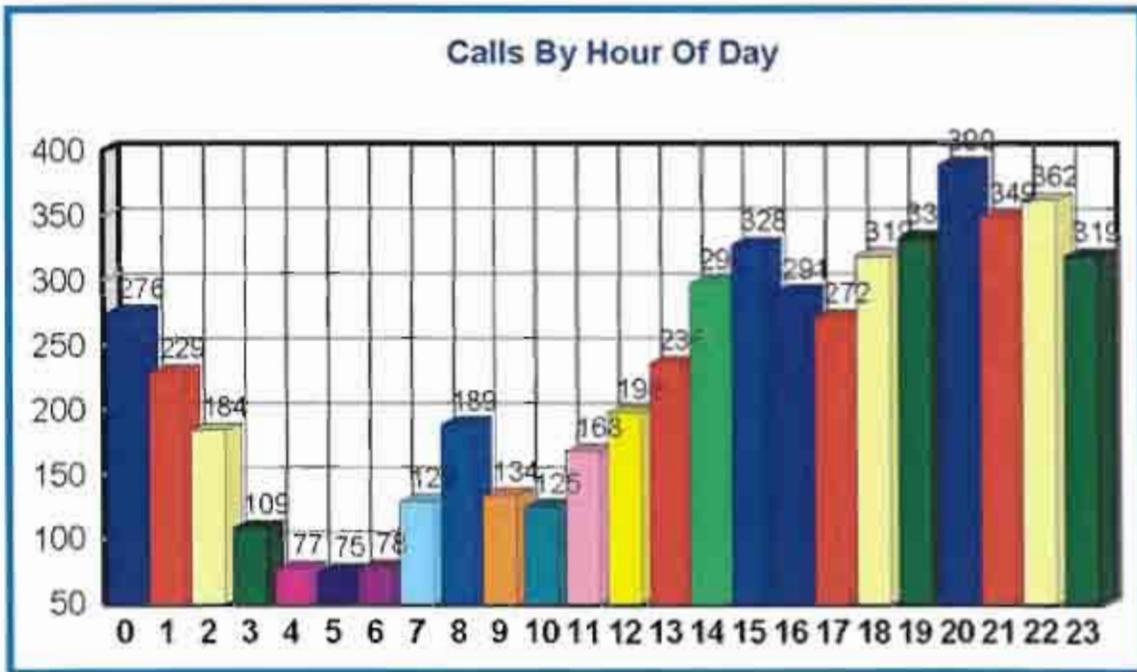
Next are the number of calls for service for 2014 by the day of the week and the hour of the day.

Hour	1-Sun	2-Mon	3-Tue	4-Wed	5-Thur	6-Fri	7-Sat	Total
0000	57	26	42	27	34	37	53	276
0100	47	12	24	38	23	30	55	229
0200	36	17	26	21	28	20	36	184
0300	27	13	13	10	13	12	21	109
0400	17	9	15	9	4	7	16	77
0500	10	13	11	14	9	6	12	75
0600	14	6	18	2	13	9	16	78
0700	13	24	16	22	13	18	23	129
0800	43	23	25	16	17	20	45	189
0900	12	23	27	20	24	16	12	134
1000	8	17	17	16	26	23	18	125
1100	17	35	28	21	22	23	22	168
1200	20	31	32	33	22	34	26	198
1300	20	50	42	33	34	25	32	236
1400	27	38	41	45	48	61	38	298
1500	34	39	57	53	56	55	34	328
1600	27	44	36	52	46	45	41	291
1700	40	33	46	32	38	48	35	272
1800	40	44	45	57	49	39	45	319
1900	40	58	38	44	47	54	52	333
2000	52	49	56	59	53	55	66	390
2100	44	40	46	46	45	68	60	349
2200	40	43	41	52	46	74	66	362
2300	38	40	42	37	40	65	57	319
<b>Total</b>	<b>723</b>	<b>727</b>	<b>784</b>	<b>759</b>	<b>750</b>	<b>844</b>	<b>881</b>	<b>5468</b>

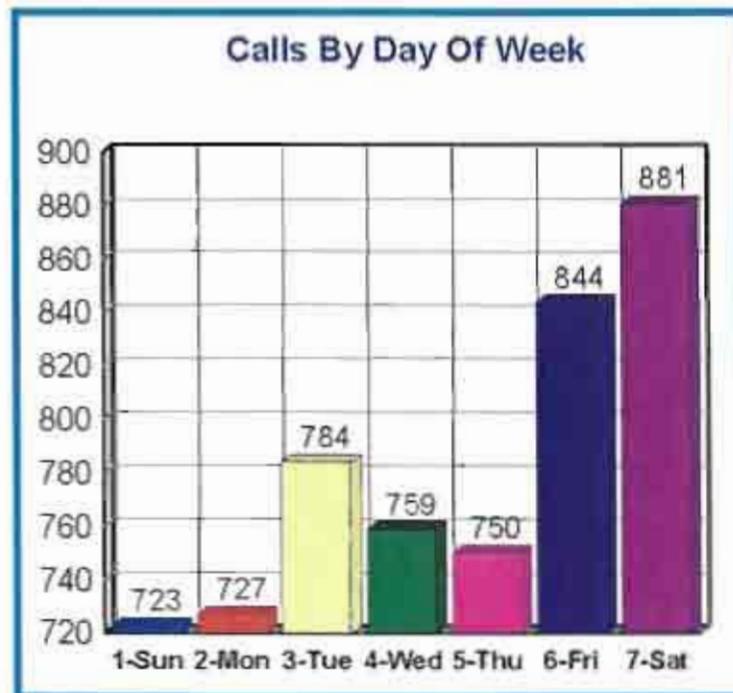
Breaking down this data further reveals the following:

2014 total calls for service	5,209 (Ingham County 911)
Average calls per month	434
Average calls per week	100
Average calls per day	14.27
Average calls per shift (3 shifts)	4.75
Average calls per hour (24 hour patrol)	.59

The graphs below more clearly reflect the volume of calls as they relate to the hours of the day and day of week. The first graph documents how calls increase in number after noon, peaking in the late evening hours, then tapering off abruptly in the second and third hours after midnight. The minor spike at 8:00 can be attributed to the beginning of the work day when overnight incidents, undetected at the time, go unnoticed.



The second graph underscores how the end of the work week impacts reported incidents and calls for service. Thus, the demand for service requires an increase in the committed hours of patrol.



The Mason Police Department currently has eight allocated patrol officer positions staffing three shifts. This averages out to 1.9 officers per shift, excluding leave time for a variety of factors. Based on this staffing level; according to a random sampling using both the Mason Police Department Report Management System and 911 CAD data, the department's 2014 average time per call for service expended is 47 minutes (committed time per incident). With 4.75 calls per shift, 3.7 hours (223 minutes) is committed to calls for service per eight-hour shift. Officers also perform the following committed time per shift:

- 3 hours follow-up investigation & report writing
- 1 hour directed patrol (schools, traffic complaints)
- .5 hours per shift special assignments (i.e., community event policing)
- .5 hours per shift vehicle maintenance and shift preparation
- 1.9 hours authorized break time

Finally, officers are expected to patrol the entire city at some point during their shift. The City of Mason has (according to the Department of Public Works) 45 miles of streets and roads. Average patrol speeds appropriate for safe observation from a moving vehicle is 15 miles per hour equaling a three-hour minimum patrol time commitment per shift (staffed by the optimum 1.9 officers equals 15.2 hours per shift).

Of the 15.2 hours of staffing, 13.6 hours is committed time, leaving only 1.6 hours, or .8 hours per officer, for uncommitted activity during an optimally staffed shift.

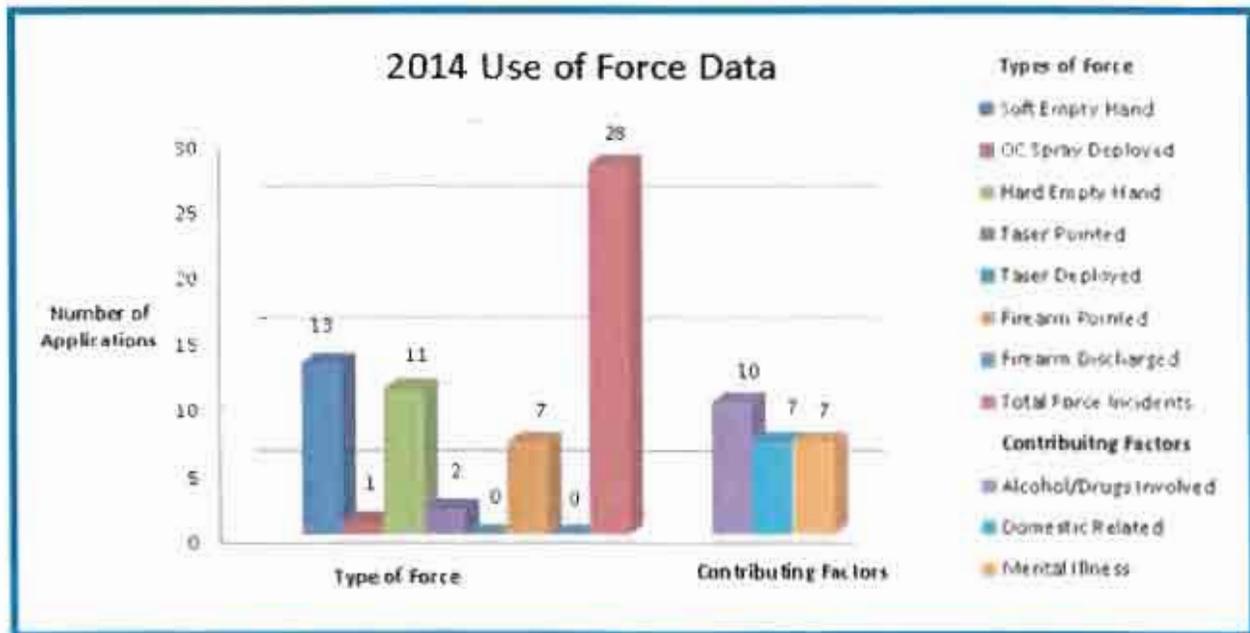


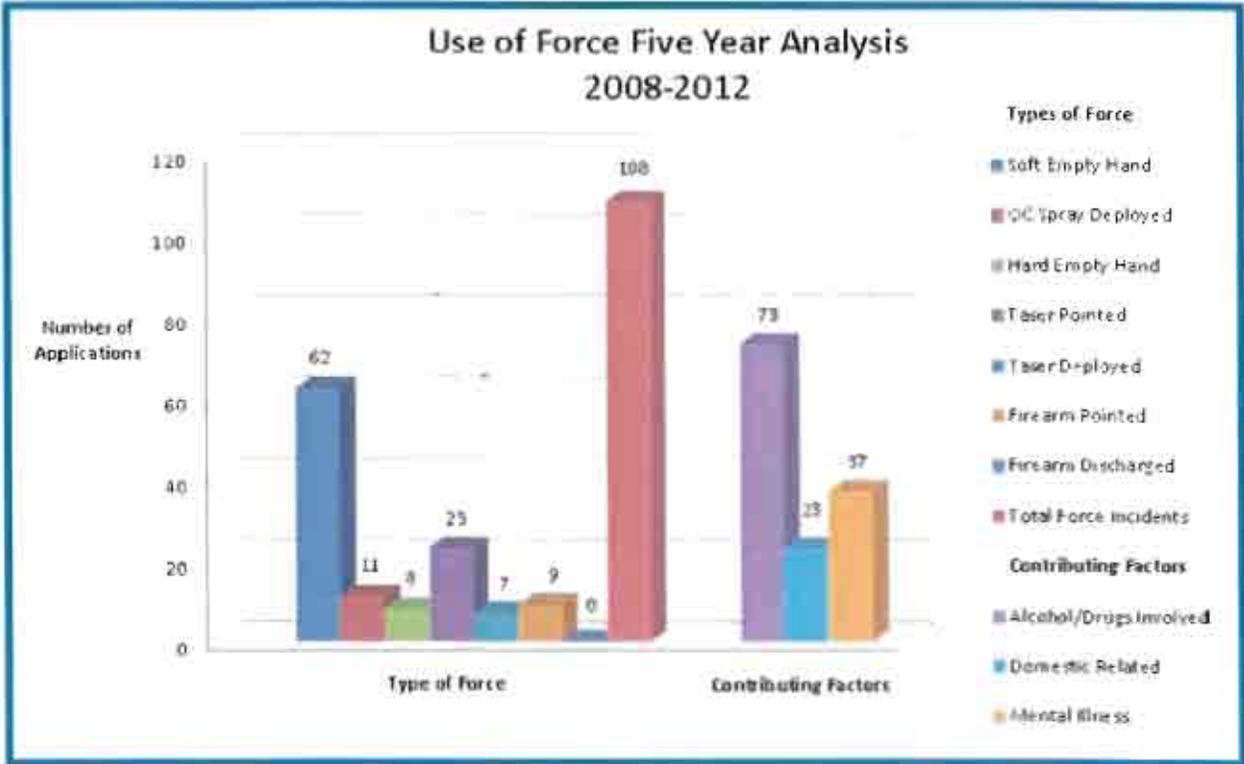
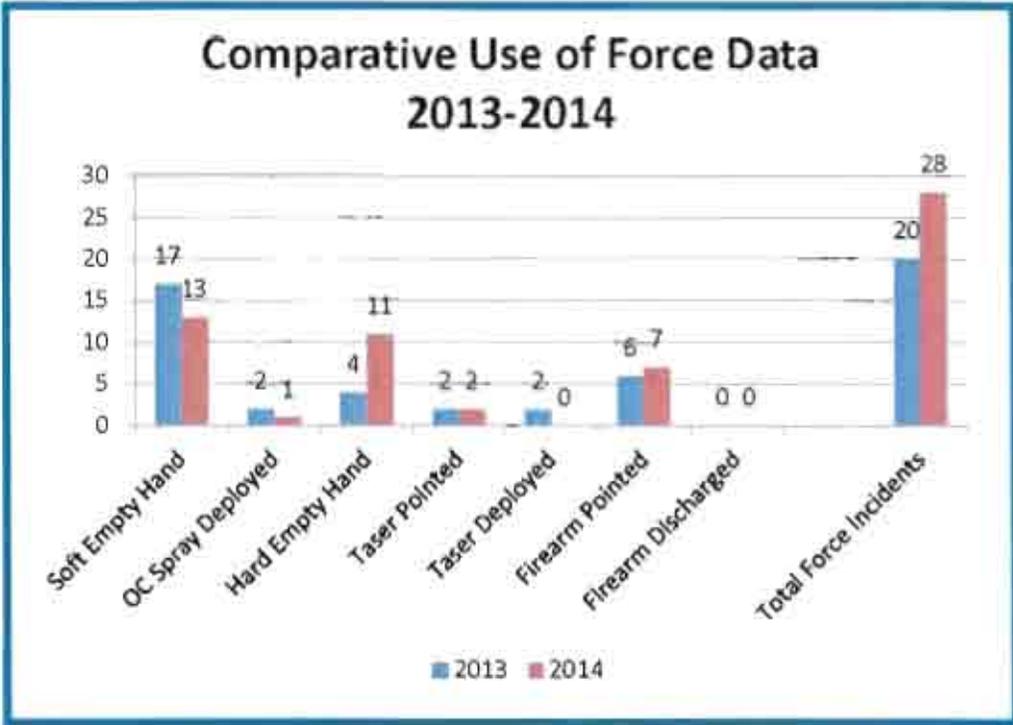
## Use of Force

Sergeant Don Hanson

The Mason Police Department documents and tracks every incidence of force applied by an officer to verify justification, proper application, contributing factors and to plan future training needs. In 2014, officers of the department were involved in 28 “use of force” incidents. Keep in mind, more than one officer is sometimes involved, and more than one type of force may be applied during an incident. Case law guiding law enforcement use of force requires it be “objectively and reasonably” applied based on the facts and circumstances facing the officer at the time the force was applied. (Graham vs. Connor 490 U.S. 386 (1989)). In 2014 we show an increase in two areas: Hard Empty Hand Control, strikes and takedowns, almost all of which were takedowns to prevent further escalation and violent subject control and Pointing of Firearms, directly attributed to an increase in subjects illegally possessing firearms and in possession of illegal firearms during more serious crimes. All told, six firearms were seized in 2014 while being possessed or carried illegally (CCW) and/or while being used during violent crimes by suspects. Fortunately, no MPD officers fired their handguns in the line of duty in 2014, other than training in a controlled environment.

The graphs shows the level of force applied and the exacerbating factors most frequently involved in the resistance which, in many cases, more than one of the three influences are involved.





## Confiscated Firearms

Mason Police Department

2014 Annual Report



August 3, 2014 – Officers were called to a house for an intoxicated man with a gun. It was a domestic-related incident. The subject was located and arrested for CCW, possession of a firearm while intoxicated, OWI and resist and obstruct police. The loaded Hi-Point 9mm pistol was in his waistband when located and arrested.



March 12, 2014 – A driver was stopped for a traffic violation. An investigation revealed he was in possession of 22 grams of marijuana and an illegally possessed and loaded Glock 9mm pistol. He was arrested for CCW and possession of marijuana.



April 27, 2014 – Officers were investigating several suspicious subjects at a local business. While conducting a field contact, an officer discovered one of the subjects was in possession of a loaded Ruger 5mm pistol. The pistol was seized and the suspect was charged with CCW.



October 26, 2014 – Officers were called to an apartment after a subject discharged a firearm. The subject had fired a Springfield 45 through a wall and into a common area. The pistol was seized and the case was forwarded to the prosecutor's office for reckless and careless discharge of a firearm.

August 27, 2014 – An officer observed and stopped a fugitive. While effecting the arrest, he also located a loaded and stolen Glock 45 pistol in the fugitive's pants. The suspect was arrested for CCW, felon in possession of a firearm and possession of a stolen firearm.



## Staff Highlights

The Mason Police Department experienced personnel changes during 2014.

In February, Officer Racquel "Kelly" Flores joined the department. Originally from Bay City and a graduate of Ferris State University, Kelly replaced Officer Todd Thie who chose to leave law enforcement and accepted a position in the City's Department of Public Works.



*Officer Racquel "Kelly" Flores with Chief Stressman.*

The department also welcomed Bryan Keeler to its ranks as a patrol officer in March. A graduate of Kellogg Community College, he joined us after working for the Barry Township Police Department. He replaced Officer Dan Anderson who left us to further his career with the Eaton County Sheriff's Department.



*Officer Bryan Keeler with Sgt. Ed Hude, Chief Stressman and City Administrator Marin Colburn.*

Both officers successfully completed the department's intense 14-week Field Training Program.



*Sgt. Don Hanson.*

Sgt. Don Hanson is a proud graduate of Michigan State University's School of Staff and Command. Classes began in January, 2014 and the graduation ceremony was held in June at the Michigan State Police Training Academy. Sergeant Hanson's successful completion of the School of Staff and Command is consistent with the Mason Police Department's commitment to identify and develop leadership, management and supervisory candidates who are dedicated to the professionalism and growth of the police department and profession as a whole.

For many years, Sergeant Ed Hude has volunteered his time to the Michigan chapter of the American Radio Relay League, representing the interests of the amateur radio community in the U.S. In December, Governor Rick Snyder signed legislation, sponsored by Senator Rick Jones, requiring uniformity and compliance as it relates to amateur radio antennas and antenna mounting structures. An award was presented to Sen. Jones for his assistance in getting this important legislation signed. Michigan is now the first legislative body in the nation to create an advisory board to help mediate and provide assistance in any disputes that may arise due to amateur radio antenna or tower structure installations.



*Left to right: Dale Williams, Great Lakes Director, ARRL, Sgt. Ed Hude, State Government Liaison for Michigan, ARRL, Senator Rick Jones, Larry Camp, Section Manager for Michigan ARRL, and Butch Hedges, Local Government Liaison, ARRL.*



*Sgt. Ed Hude with Chief Stressman and Human Resources Coordinator Kathy Revels.*

Also in December, Sgt. Hude was recognized for 40 years of outstanding service to the City of Mason.



*Det. Rob Mentink with Chief Stressman.*

Also in December, Detective/Corporal Robert Mentink was honored as the City of Mason's 2014 Employee of the Year.

Congratulations to all on their outstanding achievements!

## Staff Services Report

A day at the service desk at the Mason Police Department involves a variety of tasks to be performed daily. A citizen approaching the service desk may see one or two people seated at work stations. Sandy Stacy and Aleasha Wood are responsible for a large volume of business, including:

- dispatching officers to the service desk to handle walk-in complaints;
- relaying calls for service to the 911 Dispatch Center which complainants may have reported to the service desk;
- performing preliminary breath tests (PBTs) for probationers of the 55<sup>th</sup> District Court;
- entering data and retaining records of warrants, personal protection orders and conditional bonds;
- processing and tracking court-ordered restitution payments;
- processing pistol permits;
- processing requests for local background checks for pre-employment;
- filing and maintaining department reports;
- monitoring and supervising a highly confidential state and national electronic information network;
- receiving and documenting reports of progress of diversion program participants;
- receiving and processing insurance requests for accident and incident reports;
- processing requests from the city attorney for reports and issued tickets; and
- entering, tracking and maintaining records for all citations issued by the Mason Police Department, including civil infraction and parking tickets.



*Evidence Manager Sandy Stacy and Aleasha Wood*

Other responsibilities, much more labor intensive include:

- performing background checks of Concealed Pistol License applicants, involving time-consuming data extrapolation from multiple RMS servers;
- processing pistol purchase permits and firearms registrations;
- processing of financial restitution requests through the District Court as provided for by appropriate state statutes and tracking payments;
- processing all Freedom of information Act (FOIA) requests involving police department records;
- tracking and submitting crime data (monthly, quarterly and annually) to the state and federal law enforcement;
- managing and tracking the department's electronic reporting system and paperless records retention system;
- processing and completing required paperwork for warrant requests by the department investigator;

- processing non-digital fingerprint records for pre-employment applications for private employers; and
- hosting and communicating with training entities and the OWI court using City Hall facilities.

As the department's Evidence Manager, Sandy is responsible for processing into our records management system any items that are obtained through a criminal investigation, taken for safe keeping or are lost and found. After proper documentation is completed, each item is categorized and stored.

Service desk personnel work diligently to ensure the department's records and office support operates efficiently, allowing the officers and command staff the ability to concentrate on operational tasks. It is Sandy and Aleasha's belief that everyone approaching the front desk should be greeted with a smile and friendly disposition. Sandy and Aleasha serve and assist everyone that walks in, calls or sends any type of correspondence to the Mason Police Department. Service desk personnel are the first impression a visitor encounters and it is crucial the visitor's mind be at ease, even when circumstances are difficult. Both Sandy and Aleasha strive to establish a strong, ethical and supportive environment, for the officers and community alike.

### Sealed Bid Bike Auction

In September, Sandy coordinated a sealed bid bike auction. Unclaimed bikes were put up for sale between September 8 and 19, 2014. A total of 23 unclaimed bikes were available for purchase. Pictures were posted on the City of Mason's website and on a board that was placed in the lobby of City Hall. The auction was also publicized in the Community News. Nineteen bikes were sold, raising a total of \$366.

This was the third such auction held. It was a great success and we hope to hold more in the future.



*Bikes available at the auction.*

## Performance Surveys

Performance surveys mailed out in 2014 totaled 306. This is comparable to 303 in 2013. Citizens returned 78 completed surveys in 2014 for a return rate of 25 percent. All completed surveys were reviewed by Chief Stressman and follow-up was assigned when necessary.

Respondents' Feedback	Yes	No	Sometimes
"Do you read the Mason Police Department's weekly report in the Ingham County Community News or Mason Today?"	43	26	2
If so, do you find it a useful source of information as to Police Department activities and crime in the community?"	43	5	1
Positive Responses	19		
Negative Responses	4		

Some of the comments in this section include:

"I think it's a great source of info and it's always worth a few good laughs on some of the events being reported."

"It is not accurate by any means. Some are like storytelling and by this I mean absolutely incorrect! Laughable."

"I'm glad it is in there, like knowing what is happening in our community!"

"I had contact with two officers. One in Dec. 2014 in person and Jan 2015 by phone. Both officers were very informative, polite and very helpful. I have no complaints at all. They were very nice people and professional. Good job."

"The officer was very nice and extremely professional. "

Respondents' Feedback	Good	Fair	Poor
"The police coverage around my neighborhood/business is:"	58	15	1
"The image of the Mason Police Department within the community is:"	67	7	1
Number of Written Suggestions/Comments	31		

Some of the comments in this section include:

**Negative:**

"We were told that someone from Ingham County Animal Control would come see us. That did not happen."

"The first two officers I met @ the station were somewhat dismissive of my concern regarding the bldg. on Mason Street. I think the officers should assume that there may be citizens that know something about improper use of a building. Overall, though, the two officers, [clerical staff] and [code enforcement] got the job done. The building is being torn down! Bravo!!

**Positive:**

"I was really impressed with this young officer's interaction with my young son. He was very personable and put this 16-year-old at ease. I appreciated his interaction with both of us." *(Comments from mother.)*

"I certainly realize the amount of trivial calls that the Mason police have to respond to. I appreciate the info on neighborhood car & garage thefts. I'm careful—but I also am more attentive to the neighborhood as well. I also think it is good for residents to see the large amount of tax dollars going to pay for police response to shoplifting @ Meijer, trouble in the halfway house by the jail, & trouble at what was supposed to be the Angel House for abused children, but instead seems to be a facility for troubled/violent youth and adults. If not for the Weekly Report, I would not be aware of what the force has to deal with."

"The follow through was amazing and I feel the officer that helped me went above and beyond to make me feel safe. If he is any indication of what the rest of the staff is like, I live in a very lucky city. Thank you for your service."

"Came to your dept. with a complaint. I'm from out of town. Top notch service in all aspects."

**MASON POLICE DEPARTMENT**  
Performance Survey

Recently you had occasion to come in contact with personnel of the Mason Police Department. In an effort to provide the highest level of service possible and with quality of life issues and security in current concerns, we are interested in your input as to the performance of the Department. Your feedback is vital to our success and the service provided by the Department. Your feedback would be greatly appreciated and invaluable in our future planning and in identifying areas we need to improve on.

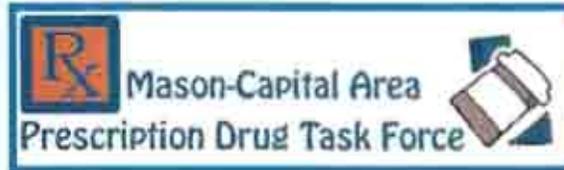
Please take the time to help us by completing this questionnaire and sending it to us in the self-addressed envelope we have provided. It is through feedback and open communication with the community that we learn how effective we are in our job and what level of performance Mason residents have in our ability. Thank you for your help. I look forward to your email.

John W. Brennan, Chief of Police

**Please answer the following questions by checking the appropriate response.**

If your initial contact with the Department was by telephone, was the self-service courteous and professional? Yes \_\_\_ No \_\_\_

Was the waiting period 0-15 \_\_\_ or 15-45 \_\_\_ or 45-60 \_\_\_ or 60-90 \_\_\_ or 90-120 \_\_\_ or 120-150 \_\_\_ or 150-180 \_\_\_ or 180-210 \_\_\_ or 210-240 \_\_\_ or 240-300 \_\_\_ or 300-360 \_\_\_ or 360-420 \_\_\_ or 420-480 \_\_\_ or 480-540 \_\_\_ or 540-600 \_\_\_ or 600-660 \_\_\_ or 660-720 \_\_\_ or 720-780 \_\_\_ or 780-840 \_\_\_ or 840-900 \_\_\_ or 900-960 \_\_\_ or 960-1020 \_\_\_ or 1020-1080 \_\_\_ or 1080-1140 \_\_\_ or 1140-1200 \_\_\_ or 1200-1260 \_\_\_ or 1260-1320 \_\_\_ or 1320-1380 \_\_\_ or 1380-1440 \_\_\_ or 1440-1500 \_\_\_ or 1500-1560 \_\_\_ or 1560-1620 \_\_\_ or 1620-1680 \_\_\_ or 1680-1740 \_\_\_ or 1740-1800 \_\_\_ or 1800-1860 \_\_\_ or 1860-1920 \_\_\_ or 1920-1980 \_\_\_ or 1980-2040 \_\_\_ or 2040-2100 \_\_\_ or 2100-2160 \_\_\_ or 2160-2220 \_\_\_ or 2220-2280 \_\_\_ or 2280-2340 \_\_\_ or 2340-2400 \_\_\_ or 2400-2460 \_\_\_ or 2460-2520 \_\_\_ or 2520-2580 \_\_\_ or 2580-2640 \_\_\_ or 2640-2700 \_\_\_ or 2700-2760 \_\_\_ or 2760-2820 \_\_\_ or 2820-2880 \_\_\_ or 2880-2940 \_\_\_ or 2940-3000 \_\_\_ or 3000-3060 \_\_\_ or 3060-3120 \_\_\_ or 3120-3180 \_\_\_ or 3180-3240 \_\_\_ or 3240-3300 \_\_\_ or 3300-3360 \_\_\_ or 3360-3420 \_\_\_ or 3420-3480 \_\_\_ or 3480-3540 \_\_\_ or 3540-3600 \_\_\_ or 3600-3660 \_\_\_ or 3660-3720 \_\_\_ or 3720-3780 \_\_\_ or 3780-3840 \_\_\_ or 3840-3900 \_\_\_ or 3900-3960 \_\_\_ or 3960-4020 \_\_\_ or 4020-4080 \_\_\_ or 4080-4140 \_\_\_ or 4140-4200 \_\_\_ or 4200-4260 \_\_\_ or 4260-4320 \_\_\_ or 4320-4380 \_\_\_ or 4380-4440 \_\_\_ or 4440-4500 \_\_\_ or 4500-4560 \_\_\_ or 4560-4620 \_\_\_ or 4620-4680 \_\_\_ or 4680-4740 \_\_\_ or 4740-4800 \_\_\_ or 4800-4860 \_\_\_ or 4860-4920 \_\_\_ or 4920-4980 \_\_\_ or 4980-5040 \_\_\_ or 5040-5100 \_\_\_ or 5100-5160 \_\_\_ or 5160-5220 \_\_\_ or 5220-5280 \_\_\_ or 5280-5340 \_\_\_ or 5340-5400 \_\_\_ or 5400-5460 \_\_\_ or 5460-5520 \_\_\_ or 5520-5580 \_\_\_ or 5580-5640 \_\_\_ or 5640-5700 \_\_\_ or 5700-5760 \_\_\_ or 5760-5820 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### MISSION STATEMENT

The Mason-Capital Area Prescription Drug Task Force mission is to raise awareness of our country's fastest growing narcotic problem—prescription drug abuse. Through networking with medical professionals, legislators, public safety, courts, civic groups, schools, families and friends we advocate prescription medication practices that enhance family and community safety.

The Mason Capital Area Prescription Drug Task Force and its membership represent area law enforcement, 55<sup>th</sup> District Court, Ingham County Health Department, Community Mental Health Authority of Clinton, Eaton and Ingham Counties, Mason Public School District, medical and pharmaceutical professionals and Mason State Bank.

The group has been chaired by Mason Police Chief John Stressman since its inception and Officer Kris Service is the department's liaison. Our goal, simply put, is to educate our target groups about the proliferation and abuse of prescription medications, now a national epidemic.

Because prescription opioid abuse is the leading cause of overdose deaths, over all other illicit drugs combined, and is the fastest growing precursor to heroin addiction, the Task Force continues its work to educate about and prevent the proliferation and abuse of prescription opioids and psychotropic medications.



In the Spring of 2014, the Task Force sponsored a media contest to design a poster, a logo, a website and a 30-second public service announcement video. The contest was open to students in the capital area. Winners received cash prizes.

The primary challenge of 2014 was getting our message out to the largest possible audience. The task force decided to invite WILX Channel 10 Media Account Executive Becky Peña to assist us in broadcasting the public service announcement that was created for the Task Force through the 2014 media competition. The Task Force was also made aware of funding opportunities provided by the Mason Area Community Fund (MACF) and, subsequent to a



Winner of the media contest (left to right): Paige Morris (logo), Adele Gregoire (video), Macey Lewis (poster) and Jennifer McCullen (web page).

presentation highlighting the award-winning PSA, a \$2,000 grant was awarded by the MACF.

With the MACF grant, increased by \$1,000 from MPD forfeiture funds, WILX provided another matching contribution of \$3,000, providing a total \$6,000 budget to air the Task Force's PSA and one created by the Families Against Narcotics Support Group (an 80/20 split of funds). The

budget provided for prime time, maximum viewership of a broad WILX audience, achieving all of the Task Force objectives of getting our message of education and prevention to all our targeted audience groups. The feedback is terrific and is leading to more funding opportunities through district and statewide prevention programs.

In 2014, the Task Force also received a \$400 contribution from Ralph Hansel of the Mason Antiques Market from the proceeds of an auction. The contribution will be directed toward operating costs of the task force, such as letterhead, envelopes and printing a poster.

The Task Force continues to participate in the Prescription Drug Take Back program pioneered by the Mason Police Department, with funding and coordination from the Ingham County Health Department's Drug Take Back program. The purpose of this program is to keep medications out of the water systems, landfills, and off the streets where they are used illicitly. The community response to having a location to discard prescription and over-the-counter medications for disposal has been so tremendous that the Take Back program can now assess the best, most cost-effective means of spending grant dollars to facilitate it. In 2014, approximately 385 pounds of discarded prescription drugs were destroyed through the take back program.



Top: Officer Service near the drug drop box. Right: Boxes of discarded prescription drugs ready for disposal.

The Mason Capital Area Prescription Drug Task Force will continue getting its message out to the capital area in 2015. We also intend to help facilitate the use of opioid antagonists, specifically known as Naloxone, by law enforcement responding to opioid overdose as a life-saving measure. This is made possible through the enactment of Senate Bill 1049, which became effective on January 12, 2015.



## Technology Improvements for 2014

Sergeant Edward Hude



*Sgt. Ed Hude*

During the 2014 calendar year the following technological changes took place within the Mason Police Department.

We purchased five used L3 Mobile-Vision Flashback-2 DVR units from the East Lansing Police Department. The initial cost for each was \$100.00, or a total of \$500.00. The units were sent back to the L3 Mobile-Vision factory to have the firmware and software checked and updated. There were two that were functional; however, three needed additional repair. The average cost for each unit was approximately \$230.00.

This move was made as several of the Flashback-1 units had malfunctioned and the factory was no longer accepting Flashback-1 units for repair. The current replacement price for a new DVR unit with the State of Michigan contract pricing is \$4,495.00 for each DVR unit, plus shipping. The Flashback-2 units will have another 2-3 years of factory service available. The initial investment of \$500.00 and approximately \$1,500.00 in factory service upgrades amounts to approximately \$2,000.00 for the five units purchased from East Lansing PD. The investment resulted in considerable savings considering once again that a single new DVR unit costs \$4,495.00. It should be anticipated that the DVR units will need to be replaced in future budgets. The support for the current L3 Mobile-Vision server is good through September of 2015.

Another change within the department was the purchase of five midgrade level Panasonic Toughbook computers with additional 8GB of RAM added. Also purchased were new docking stations and mounts for the patrol cars. The new computers were necessary to accommodate the new 911 computer aided dispatch (CAD) system. The new computers will also allow for the police reporting system to operate more efficiently from the patrol cars. We are currently working with a vendor to add electronic citations for state offenses and electronic vehicle crash reports. The docking stations and mounts are manufactured by Havis and offer greater flexibility.



*A new Toughbook computer system and docking station in a patrol vehicle.*

During the month of December, the department purchased 12 officer-assigned body cameras through L3 Mobile-Vision. The units have a drop-in charging port which also serves as the data download point. The data will then download to the same server as the police car videos.

Lastly, a camera and recorder system was installed at the rear door of the department. Often individuals will come to the rear door of the department and would knock on the windows and doors. Now, upon walking up to the back door, there is a small, mounted panel with a camera and a button. When the button is pressed, a signal in the Squad Room sounds and alerts officers that someone is at the back door. On the inside of the back door is a small recorder with a monitor and a speaker system to converse with the person on the outside. This significantly improves the safety of the officers by knowing who is on the other side of the door before they open it.



*The newly installed back door camera.*

## Sex Offender Registry

Officer Steven Chick



As the Sex Offender Coordinator for the Mason Police Department, one of my many responsibilities is to keep track of convicted sex offenders who reside within the city limits of Mason. In 2014, the state of Michigan implemented a new program called OffenderWatch, which makes it easier to track offenders not only in Michigan, but across the nation as well. The department currently monitors nine registered offenders.

My duties include making sure the offenders are compliant with their obligations; pay their annual administration fee and register/verify their information with the Mason Police Department. This must be done annually, bi-annually or quarterly depending on the severity of the crime for which they were convicted. Information to be verified includes their place of residence, phone numbers, email addresses, employment and vehicles owned or used.

I also conduct random residence checks on the offenders. This involves making contact with them in person at their reported residence to confirm they actually reside there. I also confirm all the other information reported as factual. I remind registrants of the rules and regulations of their registry and answer any questions they may have. They are given additional contact information should they have questions when I am not available.

One of the requirements of being a registered offender includes not residing within 1,000 feet of any school or prohibited properties. This may include parks and daycare centers. As the Sex Offender Coordinator, I make sure that offenders moving into Mason abide by this requirement. They often contact me to verify if a certain address falls within that prohibited distance.

To view a list of offenders residing within the City of Mason or in the area where you live go to: [http://www.communitynotification.com/cap\\_main.php?office=55242/](http://www.communitynotification.com/cap_main.php?office=55242/)

## Child Car Seat Inspections

The Mason Police Department continues to participate actively in the child car seat restraint program. In 2014, Officer Kelly Flores achieved her certification to participate in the program. The Chief of Police approved the purchase of additional seats expected to last throughout 2015.



With the anticipated arrival of additional seats, the department is planning an event in May of 2015 at the Ingham County Fair grounds. For further information, contact Officer Kris Service or Officer Kelly Flores.

## Officers Volunteering in the Community



*Officer Chick poses with his mentee from the Shop With a Cop program along with Santa and Mrs. Claus.*



*Officer Service delivers a basket to a senior in Mason.*



*Officer Flores poses with her mentee from the Shop With a Hero program.*

### Some of the comments received:

"Dear Police Dept. I want to thank-you so much for the lovely Christmas basket . . . I know it was from a lot of people and a lot of effort went into it . . ."

"To Everybody Involved: I want to especially thank all involved with the food & gift box for seniors. You made my day & my Christmas that there was someone out there who really cared . . . the holidays are hard & depressing."

"Dear Friends: A note of thanks for the wonderful box . . . How special I feel to once again be on your list of recipients . . ."

### 2014 Motor Vehicle Pursuits

Department policy controls motor vehicle pursuits and requires an annual audit and report by the Chief of Police of all motor vehicle pursuits involving the use of Department-owned vehicles—whether by Mason police personnel or by Mason police personnel assisting other police agencies. After any pursuit, supervisors are required to complete a review of each incident for compliance to procedures and report the findings to the Chief of Police.

In the calendar year of 2014, department personnel were not involved in any pursuits.

### 2014 Annual Traffic Safety Report

Of the total 288 traffic crashes reported in 2013—258 which were investigated—there was no discernable pattern or grouping indicating an established traffic problem. The Department continues its practice of aggressive traffic enforcement, which not only deters crash-causing driver behavior, but also is an excellent deterrent to criminal enterprise.

Traffic Crash Types	2013	2014
Personal Injury Crashes	42	15
Crashes Causing Fatalities	0	0
Crashes on Public Property	160	148
Crashes on Private Property	35	42
Hit & Run Crashes	30	14
<b>Total Reported Traffic Crashes</b>	<b>267</b>	<b>219</b>

### 2014 Cases Submitted to the Michigan State Police Laboratory

The chart below tracks the number of department evidence submissions to the Michigan State Police Laboratory as part of ongoing criminal investigations. The Ingham County Prosecutor’s Office requires toxicology results before considering prosecution in most all cases, especially those involving driving offenses (i.e., operating while impaired by drugs and or alcohol) when test results are the result of a search warrant.

CASE TYPE	NUMBER
BIOLOGY	2
BLOOD ALCOHOL	10
TOXICOLOGY DRUG	4
CONTROLLED SUBSTANCES	12
CRIME SCENE—BLOODSTAIN PATTERN ANALYSIS	1

CASE TYPE	NUMBER
FIREARMS—FUNCTION—WEAPON	1
FIREARMS—IBIS	1
LATENT PRINTS	8
<b>TOTAL</b>	<b>39</b>

### 2014 Arrests

DESCRIPTION	NUMBER
AGGRAVATED ASSAULT	7
DISORDERLY CONDUCT	2
CONCEALED WEAPONS	4
LARCENY FROM BUILDING	2
LIQUOR VIOLATION OTHER	1
NON-AAGGRAVATED ASSAULT	1
OBSTRUCTION POLICE	25
OBSTRUCTION OF JUSTICE	39
OUIL/OUID	14
RETAIL FRAUD	2
VIOLATION OF CONTROLLED SUBSTANCE ACT	1
<b>TOTAL</b>	<b>98</b>



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

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Meeting Date: March 16, 2015

Agenda Item: 8E

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**AGENDA ITEM**

Motion –Street Closures Request – Annual Camino of Saint James 8K /5K and Fun Runs

**EXHIBITS**

- Special Events Application
- Memorandum – Sgt. Ed Hude, Mason Police Department, dated March 11, 2015
- Memorandum – Sgt. Ed Hude, Mason Police Department, dated March 12, 2015

**STAFF REVIEW**

Police Department

**SUMMARY STATEMENT**

Christopher Mumby, Committee Member of the Camino of Saint James 8K/5K and Fun Runs, will be present representing the St. James Catholic Church request for street closures to hold the annual event on August 9, 2015.

Sgt. Hude cited a concern regarding the pedestrian bridge reconstruction project located in the cemetery. Mr. Mumby provided an alternate route in the event the bridge is under construction, which has been reviewed and approved by both the Police Department and Department of Public Works.

**RECOMMENDED ACTION**

Move to approve the street closures as stated in the special events application.

**City of Mason**  
**Special Events Application**

Complete and return this application to the City Clerk's Office at least 21 calendar days prior to the starting date of the event.  
A new application must be submitted each year.

<b>Event</b>		
Event Name: Camino of St. James 8K/5K and Fun Runs		
Event Purpose: To provide a safe, fun, and healthy community event and to raise money for charity.		
<b>Sponsoring Organization Information</b>		
Legal Business Name: St. James Catholic Church		
Address: 1010 S. Lansing St.	City: Mason	State/Zip: MI
Mailing Address: 1010 S. Lansing St.	City: Mason	State/Zip: MI
Telephone: 517-676-9111	Email Address: mumbysu@gmail.com	
Contact Name: Christopher Mumby		Title: Committee Member
Telephone: 517-525-5136	Email Address: mumbysu@gmail.com	
<b>Contact Person on Day of Event</b>		
Name: Christopher Mumby		Title: Committee Member
Address: 827 Charrington Ct.	City: Mason	State/Zip: MI
Telephone: 517-525-5136	Cell Phone: 517-525-5136	Email Address: mumbysu@gmail.com
<b>Type of Event (Check one)</b>		
<input type="checkbox"/> City Operated/Sponsored Event	<input type="checkbox"/> Political or Ballot Issue Event	<input checked="" type="checkbox"/> Run Event
<input type="checkbox"/> Co-sponsored Event	<input type="checkbox"/> Wedding	<input type="checkbox"/> Other (describe)
<input type="checkbox"/> Non-Profit Event	<input type="checkbox"/> Block Party	
<input type="checkbox"/> For Profit Event	<input type="checkbox"/> Video or Film Production	
<b>Event Information</b>		
<b>Event Location(s):</b>		
The 2015 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.		
<b>Event Date(s):</b> August 9, 2015		
<b>Event Hours:</b> 7 a.m. until 10:30 a.m.		
Temporary traffic control dropoff on Friday afternoon, 8/7/15 road closures in place approximately 7:30 a.m., 30 minutes prior to race start on Sunday morning 8/9/15		
<b>Date/time for set up:</b>		
<b>Date/time for clean up:</b> Clean up immediately following event. Barricades removed as last runners move through the area.		
<b>Describe set up and clean up procedures:</b>		
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.		
We staff over 100 volunteers including all intersections of the course. We also have a full clean up crew.		

Estimated DAILY attendance: 600

**Describe crowd control plans for this event:**

Roughly 300 participants expected. Approximately 200 spectators, and over 100 volunteers. Volunteers are spread throughout the course. Majority of the crowd will be on the property of St. James Church

**Describe the Special Event's impact on adjacent commercial and residential property:**

A Signature Form must be attached.

N/A

Will sidewalks be used?  YES  NO

*If yes, include a detailed map outlining the Sidewalks must be accessible for pedestrian traffic.*

Describe sidewalk use:

Will street closures be necessary?  YES  NO

*If yes, include a detailed map indicating road closures, emergency vehicle access, and barricade locations.*

Describe street closures:

Soft closure on M-36, traffic allowed to proceed when intersection is free of runners. Detailed map showing closures and barricading is attached.

\* Streets closed: Date/Time:

8/9/15 most streets closed 7:30 a.m. - 9:30 a.m.

\* Streets re-open: Date/Time:

All streets reopened by 10:30 a.m., Lansing St. will be the last to reopen.

Will parking lot closures be necessary?  YES  NO

*If yes, include a detailed map indicating proposed closures and barricade locations*

Describe parking lot closures:

\* Parking lot(s) closed: Date/Time:

\* Parking lot(s) re-open: Date/Time:

What parking arrangements are proposed to accommodate attendance?

Parking at St. James Church and neighboring commercial properties with concurrence of property owners.  
Staff will be on hand to assist with parking.

Will music be provided/included during the event?  YES  NO

Describe type of music proposed:  Live  Amplification  
 Recorded  Loudspeakers

*Sound Amplification Equipment Registraton Statement must be completed and attached with receipt of payment.*

Will the event require the use of any of the following municipal equipment:

*Sponsoring organization should expect to be charged for use, placement, and maintenance of these items*

*\*Sponsoring Organization may be required to supply a dumpster\**

Trash Receptacles\*      Quantity: \_\_\_\_\_  
 Barricades                      Quantity: 38 Type II  
 Traffic Cones                      Quantity: 150  
 Other (describe): \_\_\_\_\_

Will the following be constructed or located in the event area?

*No stakes of any kind allowed in asphalt.*

<u>Item</u>	<u>Quantity</u>	<u>Item</u>	<u>Quantity</u>
<input type="checkbox"/> Booths:	_____	<input checked="" type="checkbox"/> Tables:	<u>6 - water stops and finish line</u>
<input type="checkbox"/> Tents:	_____	<input type="checkbox"/> Rides:	_____
<input type="checkbox"/> Awnings:	_____	<input checked="" type="checkbox"/> Portable Toilets:	<u>3</u>
<input checked="" type="checkbox"/> Canopies:	<u>2</u>		<i>(may be required depending on event)</i>
<input type="checkbox"/> Rides:	_____	<input type="checkbox"/> Other (describe):	_____

**You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.**

Will the event have kiddie rides, inflatables (i.e. moonwalk), amusement rides, climbing walls, live animals, hot air balloon, etc.?

YES  NO *If yes, additional insurance coverage will be required*

If yes, describe in detail the types of attractions proposed:

Will the event have food, beverage or concessions?  YES  NO

*(Health department approvals and temporary food license requirements)*

**Describe:**

Pancake breakfast served in our Health Department licensed kitchen

Do you plan to have alcohol served at this event?  YES\*  NO

*\* Include proposed location(s) on event layout*

*If yes, Liquor Liability Insurance is required*

**If yes, describe measures to be taken to prohibit the sale of alcohol to minors or visibly impaired individuals.**

Do you need electricity for this this event?  YES\*  NO

*\* Include proposed locations on event layout*

**If you do not identify all of the proposed locations that need electricity, the City cannot guarantee electricity will be made available for the duration of your event.**

Do you plan to have special event signs?  Yes  No

*Signs must conform to City ordinances*

**Describe signs, proposed locations, etc.**

Yard signs providing parking direction and an event sign on St. James property

Do you plan to have banners?

Yes  No

**Describe banner, location, what it will be attached to.**

Finish line banner attached to poles at finish. Stand alone wind waver flags.

**Application Check List** (failure to provide necessary documentation will delay application review and approval)

**Check the following items that are attached:**

- Completed Application
- Event Map (includes detailed event layout for vendors, rides, booths, electrical needs, etc.)
- Detailed Plan showing road closures, sidewalk use, etc.
- Certificate of Insurance and Indemnification (due to City Clerk's Office within 1 week following notice of event approval to follow)
- Sound Amplification Equipment Registration Statement
- Copy of Health Department approvals and temporary food license (for all food and beverage vendors)
- Liquor Liability Insurance (if serving alcohol)
- Signature Page
- Event Signage (description)
- Driver's License of Applicant

**If document is missing, please explain:**

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Mason as an additional insured on all applicable policies, and submit the certificate to the City Clerk's Office no later than one week following notice of the event approval.

Execute an Indemnification Agreement on the sponsoring organizations letterhead and submit it to the City Clerk's Office no later than one week following notice of the event approval.

Comply with all City and County ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies;

Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and/or the County Health Department to secure any and all permits required for this event.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

**Indemnity, Hold Harmless and Insurance Agreement**

In consideration of the closing of the public street and permitting its use by St. James Church  
*(Name of Company)*  
on the 9th day of August, 2015, to the fullest extent permitted by law, the

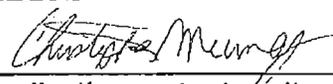
St. James Church  
*(Name of Company)* agrees to defend, pay on behalf of, indemnify, and hold harmless the

City of Mason, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Mason against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Mason, by reason of personal injury or otherwise, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with (describe event).

St. James Church  
*(Name of Company)* further agrees to procure and maintain during the life of this

agreement, Liability Insurance for events of this nature on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Liability insurance, as described above, shall include an endorsement stating the following shall be additional insureds: The City of Mason, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Mason as additional insured, coverage afforded is considered to be primary and any other insurance the City of Mason may have in effect shall be considered secondary and/or excess.

By: \_\_\_\_\_

Applicant Signature 	Date March 5, 2015
Complete this application and return it, along with all required documentation, to the City Clerk's Office at least 21 calendar days prior to the starting date of the event. Please note that a new application must be submitted each year.	OFFICE USE: Application Receipt Date  April 2014

## 2015 Camino of St. James Course Directions

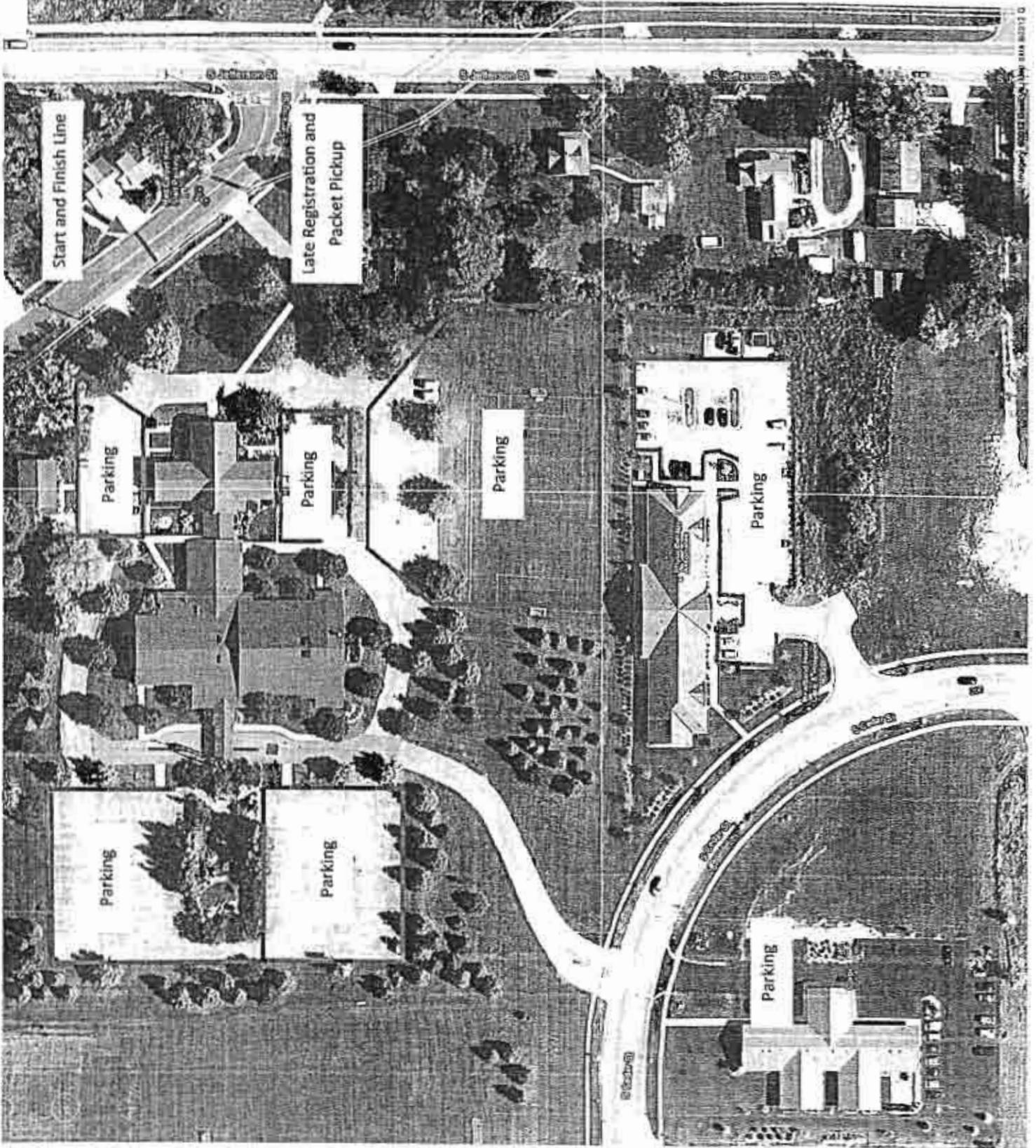
The 8K course begins near the entrance of St. James Catholic Church, on South Lansing Street. It continues north to Elm Street where it turns right and heads west to the Hayhoe Riverwalk. The route goes north and crosses M-36 via the Riverwalk. Participants will then turn left on Maple Street and then 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.







Start and Finish Line

Late Registration and Packet Pickup

Parking

Parking

Parking

Parking

Parking

Parking

Parking



# Mason Police Department

201 W. Ash St.  
P.O. Box 370  
Mason, MI 48854-0370

JOHN STRESSMAN  
*Chief of Police*

Office: (517) 676-2458  
Fax: (517) 244-9024  
MASON\_PD@ingham.org

## MEMORANDUM

To: Debra Cwierniewicz *EH*

From: Sgt Ed Hude

Date: March 11, 2015

Ref: Review of the 2015 of the St James 8K/5K Run

I have reviewed and discussed with Police Chief John Stressman the request submitted by Christopher Mumby, representing the Camino of St James Planning Team, St. James Catholic Church, and their request for road closure for the purposes of conducting the 2015 St. James 8K/5K run. The proposed route is same as used in the past. I do have a concern regarding the availability of the pedestrian bridge that crosses the Sycamore Creek from the Maple Grove Cemetery to Jefferson Street. It is my understanding that the pedestrian bridge is scheduled for replacement during the 2015 calendar year. The non availability of the bridge would create a difficult challenge in creating an alternate route. However if the bridge is available I find no objections to the event. St James Church will continue to be invoiced for police services dedicated to this event.



# Mason Police Department

201 W. Ash St.  
P.O. Box 370  
Mason, MI 48854-0370

JOHN STRESSMAN  
*Chief of Police*

Office: (517) 676-2458  
Fax: (517) 244-9024  
MASON\_PD@ingham.org

## MEMORANDUM

To: Debra Cwierniewicz

From: Sgt Ed Hude 

Date: March 12, 2015

Ref: Review of the 2015 St James 8K/5K Run Alternate route

Thank you for forwarding to me the information regarding the alternate route for the 2015 St James Run.

I have met with and discussed the alternate route with Mason Department of Public Works Supervisor Tom Silsby. The alternate route currently requires use of the north cemetery pedestrian bridge over the Sycamore Creek and the opening of a gate to allow access to the Department of Public Works driveway and gate. Mr. Silsby is not opposed to the group using the driveway access, provided there is someone stationed on the Department of Public works drive way property due to security concerns for the adjacent garage and waste water treatment facility. The gates will be secured after the event.





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

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**Meeting Date:** March 16, 2015

**Agenda Item:** 9A

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**AGENDA ITEM**

Resolution No. 2015-13 – Support of Proposal 1 for May 5, 2015 Special Election

**EXHIBITS**

- House Fiscal Agency Legislative Analysis on Transportation Funding Package

**STAFF REVIEW**

Administration

**SUMMARY STATEMENT**

The present state of Michigan roads and bridges threaten driver safety and contribute to countless accidents each year as drivers swerve to avoid potholes and other road hazards. For those reasons, in January 2015 the Michigan Municipal League unanimously pledged support for Proposal 1 which would increase the Michigan sales tax from 6% to 7%. The proposal is going before the voters on May 5, 2015, and if passed, it would provide funds to fix Michigan roads with monies that could not be diverted somewhere else while supporting Michigan's long-term future by investing in our public schools and local communities.

**RECOMMENDED ACTION**

Move to approve Resolution No. 2015-13.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2015-13**

**A Resolution in Support of Proposal 1 for May 5, 2015 Special Election**

**March 16, 2015**

**WHEREAS**, Michigan's roads and bridges threaten driver safety and contribute to countless accidents each year, harming Michigan's economy; and

**WHEREAS**, 38 percent of Michigan's state- and locally-owned urban roads and 32 percent of the state's state- and locally-owned rural roads are in poor condition; and

**WHEREAS**, Michigan invests less per capita in transportation than any state in the United States of America and the longer we wait to fix Michigan's roads, the more it will cost us; and

**WHEREAS**, Proposal 1 on the May 5 ballot is Michigan's best chance to fix our roads while also supporting Michigan's long-term future by investing in our public schools and local communities.

**BE IT HEREBY RESOLVED**, that the City of Mason supports Proposal 1 on the May 5 ballot to provide the funding needed to fix our roads for the long term; and that the City of Mason knows the 1% increase in the sales tax will benefit local communities and help ensure drivers' safety on the roads.

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, March 16, 2015, 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

# Legislative Analysis



## TRANSPORTATION FUNDING PACKAGE

Mary Ann Cleary, Director  
Phone: (517) 373-8080  
<http://www.house.mi.gov/hfa>

House Joint Resolution UU as adopted by the Legislature  
Sponsor: Rep. Joe Haveman

House Bills 4539 and 5167 as enrolled  
Public Acts 467 and 471 of 2014  
Sponsor: Rep. Wayne Schmidt

Senate Bill 80 as enrolled  
Public Act 476 of 2014  
Sponsor: Sen. Goeff Hansen

House Bill 5492 as enrolled  
Public Act 474 of 2014  
Sponsor: Rep. Earl Poleski

House Bill 4251 as enrolled  
Public Act 472 of 2014  
Sponsor: Rep. Kevin Cotter

Senate Bill 847 as enrolled  
Public Act 469 of 2014  
Sponsor: Sen. Gretchen Whitmer

House Bill 4630 as enrolled  
Public Act 470 of 2014  
Sponsor: Rep. Michael D. McCready

House Bills 5477 & 5493 as enrolled  
Public Acts 468 and 475 of 2014  
Sponsor: Rep. Rob VerHeulen

House Bill 5460 as enrolled  
Public Act 473 of 2014  
Sponsor: Rep. Dan Lauwers

Complete to 2-16-15

## A SUMMARY OF THE TRANSPORTATION FUNDING PROPOSAL

House Joint Resolution UU would amend the State Constitution to:

- Increase the maximum sales and use tax rates by one percentage point, from 6% to 7%.
- Exempt sales of gasoline and diesel motor fuel from the state general sales tax after October 1, 2015.
- Dedicate 60% of the first 5% of the sales tax and an amount equal to 12.3% of the first 5% of the use tax to the School Aid Fund. (The sales tax earmark currently applies to the first 4% of the tax; the use tax earmark would effectively be an upward adjustment to the existing earmark of one-third of revenue from the tax.)
- Provide for the School Aid Fund to be used exclusively for aid to school districts, public community colleges, public career and technical educations programs, scholarships for students attending either public community colleges or public career and technical educations programs, and school employees' retirement systems, as provided by law. (This effectively removes aid to public universities as an allowable use for the fund; the current language references "higher education" generally.)

- o Dedicate 15% of the first 5% of the sales tax to be used for revenue sharing with townships, cities, and villages. (This earmark currently applies to the first 4% of the tax.)

These provisions would only become part of the State Constitution if approved by voters at a special election held at the same time as the May 5, 2015, regular election.

**The following bills have been enacted but will not take effect unless voters approve the amendments to the State Constitution.**

House Bill 4539 would amend the General Sales Tax Act to exempt gasoline and diesel fuel from the sales tax after October 1, 2015, and provide for a one percentage point increase on the 4% portion of the total rate (increasing the total rate from 6% to 7%).

House Bill 5492 would amend the Use Tax Act to exempt gasoline and diesel fuels from the use tax after October 1, 2015, increase the 4% portion of the rate to 5% (increasing the total rate from 6% to 7%), and alter the distribution of use tax revenue. In the bill, the distribution would change to approximately 62.64% for the General Fund (currently 2/3), and 37.36% for the School Aid Fund (currently 1/3), as a result of earmarking 12.3% of the first 5% of the tax to the School Aid Fund. The remaining changes in the bill simply substitute the 7% rate for the 6% rate where appropriate.

House Bill 5477 would amend the Motor Fuel Tax Act (2000 PA 403). Under the bill, the current fixed tax rates of 19 cents per gallon for gasoline and 15 cents per gallon for diesel motor fuel would be converted into tax rates that would change annually through a process defined in the bill. For the 12-month period beginning October 1, 2015, and for each subsequent 12-month period, the per-gallon tax rates for gasoline and diesel motor fuel would be computed by multiplying the average wholesale gasoline price and the average wholesale diesel fuel price, respectively, by 14.9%, subject to certain limitations. The computed tax rates would be rounded up to the nearest 1/10 of 1 cent.

The bill defines the initial average wholesale prices as the 12-month rolling averages for gasoline and diesel from July 2013 through June 2014, which means the initial tax rates would be 41.7 cents per gallon for gasoline and 46.4 cents for diesel motor fuel. For future years, the 12-month rolling average period ends on the last day of the month that is three months prior to the month the new rates would take effect. The bill contains an inflation adjustment mechanism to limit large swings in the cents-per-gallon levy that may result from volatile gas prices so that the levy cannot increase by more than 5 cents per gallon above the rate of inflation, as defined in the bill. Additionally, the levy could not fall below the initial rate, adjusted for inflation or 5% per year, whichever is less.

The bill would establish tax rates for alternative fuels as defined in the bill.

The bill also would change the distribution of motor fuel tax revenue for two fiscal years (the fiscal years ending September 30, 2016, and September 30, 2017) to direct a portion of revenue raised under the bill to the pay-down of State Trunkline Fund debt.<sup>1</sup>

House Bill 5493 would amend the Motor Fuel Carrier Tax Act to make the motor fuel tax rates in that act consistent with the rates established in House Bill 5477.

House Bill 4630 would amend Section 801 of the Michigan Vehicle Code to eliminate the "depreciation" of ad valorem tax rates for passenger cars, vans, and light trucks, and to create a new registration tax surcharge for electric-powered motor vehicles. These changes would be implemented beginning January 1, 2016. The bill would also amend Section 801 to increase registration taxes for trucks weighing over 26,000 pounds gross vehicle weight (GVW). The change in truck registration taxes would be phased in over a three-year period beginning March 1, 2016.<sup>2</sup>

House Bill 4251 would amend Public Act 283 of 1909 (MCL 220.1 to 239.6), which deals with public highways and private roads. The bill would specify that if a single township contributes 50% or more to the cost of a road project, the project is located entirely within the jurisdiction of the township, and the road project does not disrupt any multiple township contract, then the township board could, by resolution, require that the county road commission contract for the work on that road project through competitive bidding. Under the bill, a county road commission would not be prohibited from submitting a competitive bid.

If a township board requires a county road commission to contract for work on a road project through competitive bidding, the county road commission would be required to use the responsive and reasonable best value bidder process to competitively bid and award the road project contract to a responsive and reasonable best value bidder.<sup>3</sup>

House Bills 5167 would amend Public Act 51 of 1951 (Act 51), the act that governs the distribution of funds for state and local road and bridge programs. Section 11c of the act currently prescribes contracting requirements for certain federal-aid construction contracts. House Bill 5167 would add language requiring the Michigan Department of Transportation and certain local road agencies to: (1) develop and implement a "performance based maintenance system;" (2) develop and implement a "performance rating system" for maintenance services; (3) provide for payment for some maintenance services based on the outputs or outcomes associated with the performance rating system; and (4) add reporting requirements associated with these new contracting requirements.<sup>4</sup>

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<sup>1</sup> For additional information, see <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-5477-0976B041.pdf>

<sup>2</sup> For additional information, see: <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-4630-2798B905.pdf>

<sup>3</sup> For additional information, see: <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-4251-D636A8DF.pdf>

<sup>4</sup> For additional information, see: <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-5167-AECD259D.pdf>

House Bill 5460 would also amend Public Act 51 of 1951 (Act 51). Among other things, Act 51 establishes the Michigan Transportation Fund (MTF); directs the distribution of MTF revenue to other state funds and programs, as well as to local road agencies (county road commissions, and cities and villages); prescribes uses of MTF revenue by local road agencies; and establishes the State Trunkline Fund (STF) and prescribes uses of STF revenue. House Bill 5460 would amend the act to: establish new provisions regarding the department's Disadvantaged Business Enterprises (DBE) program; allow the MTF to receive money from any source; reference provisions regarding the distribution of motor fuel tax revenue in Section 143 of the Motor Fuel Tax Act; earmark up to \$3.0 million from the MTF for a new railroad grade crossing surface account established within the STF; revise current provisions regarding the department's authority to enter into contracts for the construction and preservation of state trunkline roads and bridges; establish new requirements related to road construction warranties and related reporting requirements for the department and local road agencies; authorize a city that met specific criteria to use a portion of its MTF revenue distribution for public transit purposes.<sup>5</sup>

Senate Bill 847 would amend the Income Tax Act to increase the Earned Income Tax Credit (EITC) from 6% to 20% of the credit allowed under Section 32 of the federal Internal Revenue Code, beginning with the 2016 tax year. Senate Bill 847 would also increase the amount of the homestead property tax credit for senior citizens and disabled taxpayers whose total household resources are between \$3,001 and \$6,000 by reducing the household income qualifiers.

Senate Bill 80 amended the State School Aid Act (MCL 388.1618) to require districts to make information regarding reimbursement of expenses available to the public on their websites. It would also appropriate an additional \$40.0 million in School Aid Fund (SAF) revenues to the At-Risk program in the FY 2014-15 School Aid Budget. The appropriation portion of the bill would only take effect if voters approve House Joint Resolution (HJR) UU.<sup>6</sup>

## FISCAL IMPACT:

**This document presents revised fiscal estimates from the 12/30/14 HFA analysis of HJR UU and related legislation, which relied on preliminary administration estimates. An attached table provides estimated revenue impacts by state fund for each bill in the package for the three-year period of FY 2015-16 to FY 2017-18. Estimates are based on January 2015 consensus revenue estimates and current projections regarding fuel prices and consumption.**

Based on HFA estimates of the full-year impacts of the bills in this package, the total net impact of the package, assuming voter approval of the proposed constitutional amendment, would be an estimated increase in state revenue of \$2.1 billion in FY 2015-16. In FY 2016-

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<sup>5</sup> For additional information, see: <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-5460-471EFF35.pdf>

<sup>6</sup> For additional information, see: <http://www.legislature.mi.gov/documents/2013-2014/billanalysis/House/pdf/2013-HLA-0080-69FC7409.pdf>

17, the estimated net increase in state revenue would decline to \$1.8 billion (see final bullet below) before increasing to \$1.9 billion in FY 2017-18.<sup>7</sup>

Estimated net impacts for individual funds would be as follows:

- \$367.8 million for distribution to state and local road agencies through the MTF in FY 2015-16, with an additional \$865.3 million utilized for pay-down of STF debt.<sup>8</sup> In FY 2016-17, an estimated \$763.6 million would be distributed to road agencies, and \$467.5 million would be utilized for pay-down of STF debt. In FY 2017-18, \$1.3 billion would be distributed to road agencies; the STF and County Road Commissions would each receive an estimated \$490.8 million, and cities and villages would receive an estimated \$273.6 million.
- Roughly \$20 million in increased revenue per year to the Recreation Improvement Account within the Michigan Conservation and Recreation Legacy Fund.
- A net increase of \$27.2 million to the Comprehensive Transportation Fund (CTF), for public transportation purposes, in FY 2015-16. This amount would increase to an estimated \$64.6 million in FY 2016-17 and \$116.1 million in FY 2017-18.
- \$89.9 million for constitutional revenue sharing payments to cities, villages, and townships in FY 2015-16. This amount would increase to an estimated \$113.8 million in FY 2016-17 and \$111.1 million in FY 2017-18.
- \$292.4 million to the School Aid Fund (SAF) in FY 2015-16. This amount would decline to an estimated \$220.6 million in FY 2016-17 and \$200.0 million in FY 2017-18.
- \$463.1 million to the state General Fund in FY 2015-16. In subsequent years, the majority of those funds would be offset by the proposed increase in the EITC. Because the EITC is claimed when a taxpayer's return is filed, the increase in the credit under Senate Bill 847 would not be realized until 2016 tax year returns are filed in 2017, meaning FY 2016-17 would be the first year state revenues are impacted by the increase in the credit. It is estimated that the full fiscal year impact in FY 2016-17 would be to reduce income tax revenue by approximately \$260 million, all of which would come from General Fund/General Purpose (GF/GP) revenue. This amount would increase to an estimated \$269.1 million in FY 2017-18. The remaining estimated increase to state GF/GP revenue under the package would be \$171.8 million in FY 2016-17 and \$173.0 million in FY 2017-18.

More detailed information on the fiscal impacts of individual bills in the package is provided below.

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<sup>7</sup> The revenue impacts associated with the bills considered in this analysis take effect at different times. The analyses of the revenue impacts of bills taking effect on dates other than October 1 do not attempt to allocate revenue impacts between fiscal years; the impact of changes starting in calendar year 2016 were assigned to FY 2015-16, the impacts starting in calendar year 2017 were assigned to FY 2016-17, and so on.

<sup>8</sup> These estimates assume that the provisions added to Section 143 of the Motor Fuel Tax by House Bill 5477 that provide for only the first \$400 million of revenue in FY 2015-16 and the first \$800 million of revenue in FY 2016-17 to be deposited in the Michigan Transportation Fund, with the remaining revenue allocated to debt-related payments, are interpreted to apply only to the net increase in revenue under the bill, rather than to all revenue raised under the act.

House Bills 4539 and 5492, by exempting motor fuel sales from the sales tax and increasing the sales and use tax rate by 1%, would increase state tax revenue by roughly \$700 to \$800 million per year on net. The increased revenue would be distributed to the School Aid Fund, General Fund, and constitutional revenue sharing.

House Bills 5477 and 5493, by amending the Motor Fuel Tax Act and the Motor Carrier Fuel Tax Act, respectively, would increase motor fuel tax revenue dedicated to the MTF by approximately \$1.3 billion per year.

House Bill 4630 would amend Section 801 of the Michigan Vehicle Code, the section that establishes vehicle registration taxes. Specifically, the bill would eliminate the current "depreciation" of ad valorem tax rates for passenger cars, vans, and light trucks beginning January 1, 2016. However, this change would not apply to 2013 model year and older vehicles. This change would increase MTF revenue by an estimated \$14.5 million in the first full year of implementation (effectively, calendar year 2016), an estimated \$41.5 million in the second year (2017) and \$62.2 million in the third year (2018).

Eliminating the "depreciation" of ad valorem registration tax rates would increase registration tax revenue for a number of years, as compared to current law, as the population of registered vehicles shifted from mostly 2013 model year and older vehicles, taxed at the lowest or "fully depreciated" tax rates, to mostly 2016 model year and newer vehicles that would be taxed at the initial and highest (undepreciated) registration tax rates.

House Bill 4630 would also increase registration taxes for trucks weighing over 26,000 pounds GVW registered under the elected GVW registration category of the Michigan Vehicle Code (Section 801(1)(k)). The change in elected GVW registration taxes would be phased in over a three-year period beginning March 1, 2016. These increased elected GVW registration tax rates would also affect apportioned registration taxes assessed for vehicles in excess of 26,000 pounds GVW engaged in interstate or cross-border commerce under the International Registration Plan (IRP). The increase in elected GVW registration tax rates, and the related increase in revenue from IRP registrations, would increase MTF revenue as follows: \$13.2 million in the first year, \$26.5 million in the second year, and \$39.8 million in the third year.

House Bill 4630 would also create a new registration tax surcharge for electric-powered motor vehicles. This change would be implemented beginning January 1, 2016, and would generate an estimated \$600,000 in revenue per year for credit to the MTF.

House Bill 4251 would have no impact on state government. The fiscal impact on townships and county road commissions cannot be readily estimated.

House Bill 5167 would have no impact on state or local revenues. The fiscal impact on state and local costs cannot be readily estimated.

House Bill 5460 would modify the distribution of MTF revenue by establishing an earmark up to \$3.0 million from the MTF for a new railroad grade crossing surface account. The bill

would also make a two-year exception to the current MTF distribution through reference to Section 143 of the Motor Fuel Tax Act (the subject of House Bill 5477); this would effectively direct an estimated \$865.3 million of new revenue in FY 2015-16 and \$467.5 million of new revenue in FY 2016-17 to the pay-down of STF debt rather than to state and local road agencies.<sup>9</sup> In addition, the bill would authorize a city that met specific criteria to use a portion of its MTF revenue distribution for public transit purposes. The impact on state and local costs of the bill's provisions regarding highway construction warranties cannot be readily estimated.

Senate Bill 847 would reduce state GF/GP revenue by an estimated \$260.0 million in FY 2016-17 by expanding the state's EITC. The changes in the bill related to the homestead property tax credit are expected to have a negligible fiscal impact.

Finally, the appropriation of \$40.0 million in SAF revenues to the At-Risk program in the FY 2014-15 School Aid Budget under Senate Bill 80 would become effective if the ballot proposal is approved. Since SAF revenues would not increase until FY 2015-16 under this package, the appropriation would be made from existing state revenues.

Fiscal Analysts: Jim Stansell  
William E. Hamilton  
Adam Desrosiers  
Bethany Wicksall  
Kyle I. Jen

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■ This analysis was prepared by nonpartisan House staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.

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<sup>9</sup> See footnote 8 on page 5.

Summary: Transportation Funding Package Fiscal Impacts  
Millions of Dollars

Proposed Change	FY 2015-16							FY 2016-17							FY 2017-18						
	GF/IGP	SAF	Shar	CTF	# STF Debt	Other MTF	TOTAL	GF/IGP	SAF	Shar	CTF	# STF Debt	Other MTF	TOTAL	GF/IGP	SAF	Shar	CTF	# STF Debt	Other MTF	TOTAL
Exempt motor fuel sales from sales tax (HJR LU/HB 4530)	(94.9)	(479.3)	(49.0)	(30.4)			(653.6)	(96.2)	(566.5)	(74.5)	(35.0)			(775.2)	(101.0)	(608.1)	(81.6)	(38.6)			(829.3)
Increase Sales/Use Tax Rate by 1 Percent (HJR LU/HB 4539/HB 5492)	558.0	771.7	138.9	16.7			1,485.3	528.0	789.1	188.3	15.8			1,521.2	543.1	808.1	192.7	15.2			1,559.1
Increase Motor Fuel Taxes (HB 5477/HB 5493)				38.0	865.3	362.0	1,265.3				78.0	467.5	722.0	1,267.5				129.2		1,183.7	1,312.9
Registration taxes phase out depreciation (HB 4630)**				1.5		13.1	14.5				4.2		37.4	41.5				6.2		56.0	62.2
Increase registration taxes for trucks > 26,000 lbs (HB 4630)**				1.3		11.9	13.2				2.7		23.9	26.5				4.0		35.8	39.8
Impose registration surtax on electric vehicles (HB 4630)**				0.1		0.5	0.6				0.1		0.5	0.6				0.1		0.5	0.6
Expand Earned Income Tax Credit (SB 847)							0.0							(260.0)							(269.1)
<b>TOTAL</b>	483.1	292.4	89.9	27.2	865.3	387.4	2,125.3	171.8	220.6	113.8	64.6	467.5	783.8	1,822.1	173.0	200.0	111.1	115.1	0.0	1,276.0	1,876.2
Estimated distribution of new MTF revenue (other than CTF and STF debt pay-down)																					
Recreation Improvement Account																					
Distribution to road agencies																					
State Trunkline Fund (39.1%)																					
County Road Commissions (39.1%)																					
Cities and Villages (21.8%)																					
20.2																					
783.6																					
268.6																					
298.5																					
166.5																					
1,255.1																					
20.9																					

Notes:

- \* Phase out of depreciation of vehicle registration tax rates would be effective January 1, 2016. Estimates are presented on calendar-year basis.
- \*\* Increase in truck registration taxes would be phased in over three years beginning March 1, 2016. Estimates are presented on calendar-year basis.
- \*\*\* Surtax on electric vehicle registrations would be effective beginning January 1, 2016. Estimates are presented on calendar-year basis.
- # Allocation of motor fuel tax revenue to STF debt service assumes the distribution of only the additional revenue generated as a result of the enactment of House Bill 5477.

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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**Meeting Date:** March 16, 2015

**Agenda Item:** 9B

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### **AGENDA ITEM**

Resolution 2015-14 – Authorizing the Issuance and Delegating the Sale of City of Mason 2015 Refunding Bonds

### **EXHIBITS**

- City of Mason 2015 Refunding Bond (General Obligation – Limited Tax)
- Form of Continuing Disclosure Agreement
- Notice to the MSRB and to the State Repository of Failure to File Annual Report
- Notice to the MSRB and the State Repository of Change in Issuer's Fiscal Year
- Significant Event Notice Cover Sheet

### **STAFF REVIEW**

Administration

Mr. Fredric Heidemann, J.D., Thrun Law Firm, P.C.

### **SUMMARY STATEMENT**

In 2010 the City of Mason released bonds worth 4.1 million dollars to fund the construction of City Hall. The bonds were purchased through the Build America Bonds (BAB) program initiated through the Federal Government. The benefit of the bonds was that the Federal Government was to pay 35% of the interest payments. Unfortunately the Federal Government has not been paying the entire discounted amount due to mandatory spending cuts in the Federal budget. The Mason City Financial Planner feels that, due to current interest rates, it would be beneficial to exercise the call feature on the bonds and reissue tax exempt bonds, possibly saving the city over \$100,000.

### **RECOMMENDED ACTION**

Move to approve Resolution 2015-14.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION NO. 2015-14**

**AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF CITY OF MASON  
2015 REFUNDING BONDS**

**MARCH 16, 2015**

**WHEREAS**, Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the Issuer to issue refunding securities to refund all or part of its bonded indebtedness and/or outstanding securities; and

**WHEREAS**, the Issuer has received a proposal from Fifth Third Securities, Inc., Southfield, Michigan (the "Underwriter"), to refund all or part of that portion of the Issuer's outstanding Full Faith and Credit General Obligation-Limited Tax Contract of Lease, dated March 1, 2010, which is considered an "outstanding security" under the Act (the "Outstanding Security"); and

**WHEREAS**, the City Council determines that it is in the best interest of the Issuer to consider refunding the Outstanding Security; and

**WHEREAS**, prior to the issuance of bonds, the Issuer achieved qualified status from the Michigan Department of Treasury (the "Department") pursuant to the Act.

**BE IT HEREBY RESOLVED**, that Bonds of the Issuer designated 2015 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$4,200,000, as finally determined upon sale thereof, for the purpose of refunding all or a portion of the Outstanding Security. The Bonds shall be dated the date of delivery, or such other date as established by the City Administrator or his designee at the time of sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined by the City Administrator or his designee upon sale, payable on October 1, 2015, or such other date as may be established by the City Administrator or his designee at the time of sale, and semiannually thereafter on April 1 and October 1 in each year; and shall mature on April 1 in each year to be subsequently determined by the City Administrator or his designee, in the final principal amounts determined upon sale and may be subject to redemption in the amounts, times, in the manner and at the prices determined by the City Administrator or his designee upon sale of the Bonds.

1. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined by the City Administrator or his designee upon sale of the Bonds.

2. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

3. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by the City Administrator or his designee at the time of sale (herein called the "Paying Agent"), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

4. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The City Administrator is hereby authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by the City Administrator, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

5. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

6. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

7. The Mayor and City Clerk are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer or City Administrator is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the Mayor and City Clerk affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

8. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2015 REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with the fiscal year 2015-2016 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full.

There shall be levied upon the tax rolls of the Issuer in each year, commencing with the tax year 2015, for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections being taken into consideration in arriving at the estimate. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued.

The Issuer not having the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

9. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Outstanding Security as set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2015 BOND ISSUANCE FUND. Moneys in the 2015 BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the 2015 BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

10. The balance of the proceeds of the Bonds, together with any moneys transferred at the time of closing of the Bonds from the debt retirement fund for the Outstanding Security, may be invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America; or other obligations the principal and interest of which are fully secured by the foregoing (the "Escrow Funds"), and used to pay principal and interest due on the Outstanding Security. The Escrow Funds shall be held by an escrow agent (the "Escrow Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Agent to take all necessary steps to call the bonds issued by the City of Mason Building Authority related to the Outstanding Security (the "Prior Bonds") as specified by the City Administrator upon

sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by the City Administrator that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal and interest on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

11. The City Administrator is authorized to select an Escrow Agent to serve under the Escrow Agreement.

12. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

13. Fifth Third Securities, Inc., Southfield, Michigan, is hereby named as senior managing underwriter and further, that the City Administrator or a designee thereof is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 17 below. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Outstanding Security/Prior Bonds.

14. The City Administrator is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

15. The City Administrator, or designee if permitted by law, is hereby authorized to:

- a. File with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. If deemed advisable by the Issuer's financial consultant, request a waiver of the maturity limitations as set forth in the Application for Waiver.
- c. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided,

the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and hereby is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

16. The City Administrator's or designee's authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- a. the present value savings from the refunding shall not be less than 1% of the par of the Outstanding Security/Prior Bonds; and
- b. the receipt of express written recommendation of the Issuer's financial consulting firm identified below to accept the terms of the Bond Purchase Agreement.

17. The City Administrator is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

18. The Mayor, City Clerk, City Treasurer, City Administrator, Finance Director, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

19. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

20. Thrun Law Firm, P.C., is hereby appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Further,

Thrun Law Firm, P.C., has informed this City that it represents no other party in the issuance of the Bonds.

21. The financial consulting firm of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, is hereby appointed as financial consultants to the Issuer with reference to the issuance of the Bonds herein authorized.

22. The City Administrator may designate the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended, if, in making said designation, the City Administrator determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2015 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

23. The City Council covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on the Bonds from gross income.

24. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Approved As To Form: Michael D. Gresens, J.D.

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, March 16, 2015, 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

**EXHIBIT A**

[No.]

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF INGHAM  
CITY OF MASON  
2015 REFUNDING BOND  
(GENERAL OBLIGATION - LIMITED TAX)**

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

CITY OF MASON, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on \_\_\_\_\_, 20\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_ issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the City Council of the Issuer on March 16, 2015, and \_\_\_\_\_, 2015, for the purpose of refunding all or a portion of a certain outstanding security of the Issuer.

The limited tax, full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable primarily from ad valorem taxes, which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer and an irrevocable appropriation of a sufficient amount of such taxes will be made each year as a first operating budget obligation for the payment of the principal of and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued and, if taxes are insufficient to pay the Bonds when due, the Issuer has pledged to use any and all other resources available for the payment of the Bonds. The Issuer does not have the power to



levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after May 1, \_\_\_\_\_, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, \_\_\_\_\_, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on May 1, \_\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, _____	\$ _____
May 1, _____	
May 1, _____	
May 1, _____ (maturity)	

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the



Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

**IN WITNESS WHEREOF**, City of Mason, County of Ingham, State of Michigan, by its City Council, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed or impressed, as of \_\_\_\_\_, 2015, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.



[SEAL]

CITY OF MASON  
COUNTY OF INGHAM  
STATE OF MICHIGAN

Countersigned

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

**CERTIFICATE OF AUTHENTICATION**

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)  
(City, State)  
PAYING AGENT

By \_\_\_\_\_  
Authorized Signatory

-----  
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ the within Bond and does hereby  
irrevocably constitute and appoint \_\_\_\_\_ attorney to  
transfer the Bond on the books kept for registration of the within Bond, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The assignor's signature to this  
assignment must correspond with the name as it  
appears upon the face of the within Bond in every  
particular without alteration or any change  
whatever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning  
the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if the Bond is held by joint  
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number  
for first named transferee)



**EXHIBIT B**

**FORM OF  
CONTINUING DISCLOSURE AGREEMENT**

§ \_\_\_\_\_  
**CITY OF MASON  
COUNTY OF INGHAM  
STATE OF MICHIGAN  
2015 REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)**

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by City of Mason, County of Ingham, State of Michigan (the "Issuer"), in connection with the issuance of \$\_\_\_\_\_ 2015 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the City Council of the Issuer on March 16, 2015 and \_\_\_\_\_, 2015 (together, the "Resolution"). The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Bondholder" means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Dissemination Agent" means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2015.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Resolution" shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

"Rule" shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. Currently, the following is the State Repository:

Municipal Advisory Council of Michigan  
Buhl Building  
535 Griswold, Suite 1850  
Detroit, Michigan 48226  
Tel: (313) 963-0420  
Fax: (313) 963-0943  
E-Mail: mac@macmi.com

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the 180th day after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2015, to EMMA and the State Repository an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer's fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related

information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB and to the State Repository in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB and to the State Repository in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB and to the State Repository on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB and to the State Repository along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided, that any event other than those listed under Section 5(a)(1), (3), (4), (5), (9), (11) (only with respect to any change in any rating on the Bonds) or (12) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA and with the State Repository together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

#### SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB, and to the State Repository, if any.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial

information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB and to the State Repository. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

CITY OF MASON  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_, 2015

APPENDIX A

NOTICE TO THE MSRB AND TO THE STATE REPOSITORY  
OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Mason, Ingham County, Michigan

Name of Bond Issue: 2015 Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

CITY OF MASON  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_



**APPENDIX B**

NOTICE TO THE MSRB AND THE STATE REPOSITORY  
OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: City of Mason, Ingham County, Michigan

Name of Bond Issue: 2015 Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on \_\_\_\_\_. It now ends on \_\_\_\_\_.

CITY OF MASON  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_



**APPENDIX C**

**SIGNIFICANT EVENT NOTICE COVER SHEET**

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board and the State Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: \_\_\_\_\_

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: \_\_\_\_\_

Number of pages of attached significant event notice: \_\_\_\_\_

**Description of Significant Events Notice (Check One):**

- 1. \_\_\_\_\_ Principal and interest payment delinquencies
- 2. \_\_\_\_\_ Non-payment related defaults
- 3. \_\_\_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties
- 4. \_\_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. \_\_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform
- 6. \_\_\_\_\_ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- 7. \_\_\_\_\_ Modifications to rights of security holders
- 8. \_\_\_\_\_ Bond calls
- 9. \_\_\_\_\_ Tender offers
- 10. \_\_\_\_\_ Defeasances
- 11. \_\_\_\_\_ Release, substitution, or sale of property securing repayment of the securities
- 12. \_\_\_\_\_ Rating changes
- 13. \_\_\_\_\_ Bankruptcy, insolvency, receivership or similar event of the obligated person
- 14. \_\_\_\_\_ The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
- 15. \_\_\_\_\_ Appointment of a successor or additional trustee or the change of name of a trustee
- 16. \_\_\_\_\_ Other significant event notice (specify) \_\_\_\_\_

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

The MSRB Gateway is [www.msrb.org](http://www.msrb.org) or through the EMMA portal at [emma.msrb.org/submission/Submission\\_Portal.aspx](http://emma.msrb.org/submission/Submission_Portal.aspx). Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



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

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**Meeting Date:** March 16, 2015

**Agenda Item:** 9C

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**AGENDA ITEM**

2015-15 – Authorizing a Request be Forwarded to the Ingham County Board of Commissioners to Initiate the Process of the Purchase of Rayner Park by the City of Mason

**EXHIBITS**

- Lease/Option to Purchase Agreement between County of Ingham and City of Mason for Rayner Park

**STAFF REVIEW**

Administration

**SUMMARY STATEMENT**

On June 9, 2010, Ingham County entered into a Lease/Option agreement with the City of Mason for Rayner Park which gave the City the option to purchase the park, incorporating 59.9 acres. As of this date, the City has met the obligations of proper operation and maintenance of Rayner Park solely at the City's expense, including utility costs required to maintain Rayner Park in a clean, safe, sanitary and visually presentable condition.

Ingham County's budgets work on a calendar year. In accordance with the Agreement, a boundary survey is to be completed to create the legal description utilized for the Quit Claim Deed. Ingham County requires our request to proceed prior to their funding the cost of the survey and legal work required for the transfer of property. The City is eligible for the transfer in 2016.

**RECOMMENDED ACTION**

Move to approve Resolution 2015-15.

Introduced:  
Second:

**CITY OF MASON  
CITY COUNCIL RESOLUTION No. 2015-15**

**A RESOLUTION AUTHORIZING A REQUEST BE FORWARDED TO THE INGHAM COUNTY BOARD OF COMMISSIONERS TO INITIATE THE PROCESS OF THE PURCHASE OF RAYNER PARK BY THE CITY OF MASON**

**MARCH 16, 2015**

**WHEREAS**, Ingham County entered into a Lease/Option agreement with the City of Mason for Rayner Park June 9, 2010; and

**WHEREAS**, within the agreement the City may exercise the option to purchase Rayner Park incorporating 59.9 acres; and

**WHEREAS**, the City has met the obligations of proper operation and maintenance of Rayner Park solely at the City's expense, inclusive of utility costs maintaining Rayner Park in a clean, safe, sanitary and visually presentable condition; and

**WHEREAS**, the community has voluntarily assisted the City with enhancements to Rayner Park during the time that the City of Mason has leased this property such as the replacement of three pedestrian bridges, basketball court, repairs to the playground, painting the bathrooms and pavilion, replacing aerators and pumps for the ponds, building the Rotary stage, maintaining the fields and ponds, and adding an electrical transformer within the park; and

**WHEREAS**, under Section 10. Option to Purchase (G) of the Agreement, in preparation "The County shall obtain a professional survey of the premises and updated legal description, and prepare the necessary Quit Claim Deed conveyance documents consistent with the survey and updated legal description to transfer its title to the City and forward them to the City for the City's review"; and

**WHEREAS**, after meeting the terms and conditions of the Lease/Option to Purchase Agreement over the past five years, the City is still interested in pursuing ownership of Rayner Park.

**BE IT HEREBY RESOLVED** that the Mason City Council hereby authorizes the City Administrator to forward a letter of intent for the City of Mason to pursue exercising the Option to Purchase Rayner Park in accordance with the agreement set out in 2010; and

**BE IT FURTHER RESOLVED** that this letter of intent initiates the process of Ingham County to obtain a professional survey of the premises of Rayner Park and updated legal description, and prepare the necessary Quit Claim Deed conveyance documents to transfer its title to the City of Mason.

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, March 16, 2015, the original of which is part of the City Council minutes.

---

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

**LEASE/OPTION TO PURCHASE AGREEMENT  
BETWEEN  
COUNTY OF INGHAM  
AND  
CITY OF MASON  
FOR  
RAYNER PARK**

**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of JUNE, 2010, by and between the **COUNTY OF INGHAM**, a political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the **CITY OF MASON**, a municipal corporation, organized and existing under the laws of the State of Michigan (hereinafter referred to as the "City").

**WHEREAS**, the County has determined that it will be financially unable to continue operation of Rayner Park; and

**WHEREAS**, the City, in which Rayner Park is located, desires to continue Rayner Park's operation, and is interested in eventually acquiring the Rayner Park property to use for City public park purposes; and

**WHEREAS**, the parties are agreeable to entering an agreement that will continue to allow Rayner Park to be available for public park uses for the citizens of the City and the County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY MUTUALLY AGREED**, as follows:

1. **Lease.** The County agrees to lease to the City real property located in the City of Mason, Ingham County, Michigan, commonly known as Rayner Park, legally described as set forth in the legal description, attached and incorporated by reference as Schedule A, together with all improvements, buildings, fixtures and facilities (hereafter, the "Premises"), subject to any easements, utilities, or restrictions or conditions of record. At the commencement of the Lease Term, the County shall transfer possession of the Premises in good order and condition, normal wear and tear excepted.

2. **Transfer of Personal Property.** On June 9, 2010, the County shall transfer ownership and possession to the City without cost all personal property used for Rayner Park operations and maintenance, located on the Premises. The personal property shall be "as is," without any warranty or guarantee by the County. However, any manufacturer's warranty or seller's guarantee will be assigned by the County to the City to the extent otherwise permitted. The City shall maintain all personal property in good condition and repair, subject to any pre-existing conditions, and shall replace without cost to the County

with items of good quality any of the personal property that becomes inoperable, obsolete, or unusable if such item is necessary for the operation of Rayner Park in the City's reasonable discretion. The City may also install additional new personal property as it deems appropriate within the Park to enhance the Park and its operations. Unless the City exercises its option to purchase under this Agreement, whatever personal property remains at the time this Agreement expires or otherwise terminates; and any replacement personal property, but excluding any additional new personal property, shall be transferred back to County ownership and possession. In the event the City does exercise its option to purchase under Section 10 of this Agreement, ownership and possession of such personal property shall remain with the City.

**3. Term and Termination.** The Lease Term shall commence at 12:01 a.m. on June 9, 2010, after this Agreement is fully signed by the authorized representatives of both the County and City, and shall remain in effect through December 31, 2016, unless terminated earlier due to any of the following: (1) the City ceases using the Premises for public park purposes, or (2) the County terminates the lease and option to purchase prior to the expiration date, upon 90-days written notice, to accommodate use of the Premises in conjunction with the adjacent Ingham County Fair grounds to facilitate the operation of a State Fair.

**4. Compensation and Payment.** The City shall pay the County annual rent for the Premises in the nominal amount of One Dollar (\$1.00). As additional consideration, the City shall otherwise expend all funds necessary for the operation and maintenance of Rayner Park, and the County shall, at no cost, reserve and retain the right to use the Premises for vehicle parking purposes in conjunction with the annual Ingham County Fair. Such reserved parking use by the County shall include all appropriate areas for parking, including but not limited to gravel areas and grass fields, allowing for the parking of approximately 584 vehicles, together with ingress and egress.

**5. Operation and Maintenance of the Park.** The County shall transfer responsibility for the operation and maintenance of Rayner Park to the City, to be occupied, operated and maintained during the Lease Term solely for the operation of a public park, and related and incidental purposes and programs. The City shall have the authority to determine, in its sole discretion, the days and hours of Rayner Park operation, rental rates, park policies, and all other similar operational matters, provided, however, that anything that changes the fundamental nature or purpose of Rayner Park requires County approval. The City agrees to pay, when due, the costs of any electricity, water, garbage collection, sewer, gas, telephone, snow removal and any other utilities related to the Premises. The City shall maintain Rayner Park in a clean, safe, sanitary, and sightly condition.

**6. Solicitation of Public and Private Funding.** The City may actively solicit governmental or non-governmental grants, donations, or other funds for the support of the operation, maintenance, and purposes of Rayner Park. The City shall have the authority to

apply for grant funding in its name during the term of this lease. The City shall be responsible for any required grant matches required for Rayner Park grants received by the City during the term of this lease.

7. **Debt Financing.** The City shall not issue any debt for Rayner Park purposes, including Capital Improvements, without prior written approval of the County, if such debt is secured in any way by the Premises.

8. **Capital Improvements.** The City may make such capital improvements as it determines necessary for the operation and maintenance of Rayner Park. Any capital improvements must be in conformity with federal, state, and local laws, rules, and regulations, and the City must obtain all required permits at its expense. Title to all capital improvements, fixtures, equipment, additions, and other property shall be and remain the property of the City during the term of this lease. Notwithstanding the foregoing, it is further agreed that if the ponds near the Park entrance require repairs and those repairs are not included as part of the applicable Drainage District assessment by the Drain Commissioner, then the City and the County shall negotiate an agreement for sharing the cost of such pond repairs.

9. **Access to Premises and Documents.** The County reserves the right to inspect, either itself or by a duly authorized agent, the Premises, or any portion, at any time upon reasonable notice to the City. The County shall have the right to inspect documents related to Rayner Park at any time upon reasonable notice to the City.

10. **Option to Purchase.**

A. **Option.** The County grants the City an exclusive Option to Purchase the Premises described in the attached Schedule A, with all easements, rights, structures and appurtenances. The Option to Purchase shall remain in effect from January 1, 2016 through the balance of the duration of this Lease/Option to Purchase Agreement. The purchase price for the premises under this option is ONE AND NO/100 DOLLARS (\$1.00).

B. **Exercise of the Option.** The City may exercise its Option to Purchase under this Agreement by giving written notice signed by the City to the County at the address designated by the County in Section 16 of this Agreement.

C. **Failure to Exercise the Option.** If the City fails to properly exercise this Option to Purchase before this Agreement expires, this Option to Purchase shall terminate and the County shall have no further obligation to the City.

D. **Inspection of Premises.** The City has the right to inspect the premises prior to exercising this Option to Purchase right, including but not limited to testing for hazardous substances, make surveys and otherwise investigate the Premises to determine its

composition and suitability for its purposes. At closing, THE CITY WILL CONFIRM IN WRITING THAT IT HAS INSPECTED THE PREMISES AND AGREES TO TAKE THE PREMISES "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS CONCERNING THE STATUS OF TITLE OF THE PREMISES. THE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PREMISES.

E. Deed Restriction/Easement. The deed that is provided pursuant to this Section 10 shall contain a restriction which limits the use of the Premises for public park purposes for a term of twenty (20) years. In the event that the City ceases to use the Premises for public park purposes during such term, the Premises shall automatically revert to the County, except that the City may transfer title, possession, or use of the premises to a recreational authority established between the City and participating municipalities pursuant to the Recreational Authorities Act, 2000 PA 321, MCL 123.1131, or similar public entity that will continue to use the Premises for public park purposes, without causing the premises to revert to the County. The deed shall also reserve for the County's benefit a permanent easement for use of the Premises for vehicle parking purposes in conjunction with the annual Ingham County Fair. Such reserved parking use by the County shall include all appropriate areas for parking, including but not limited to gravel areas and grass fields, allowing for the parking of approximately 584 vehicle, together with ingress and egress. The parties agree that the City shall have the authority to make all remaining divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended, after the closing and transfer of title.

F. Closing. This sale shall be closed within ten (10) days after all the closing documents are prepared but no later than ninety (90) days after the County receives the notice that the City is exercising the option.

G. The Closing and Preparations for the Closing. If the City exercises the Option to Purchase, the following obligations shall be performed by the closing date:

1. The County shall obtain a professional survey of the Premises and updated legal description, and prepare the necessary Quit Claim Deed conveyance documents consistent with the survey and updated legal description to transfer its title to the City and forward them to the City for the City's review at least ten (10) days before the scheduled date of closing.
2. The closing shall be held at the Ingham County offices in Mason, Michigan, unless the parties mutually agree on some other location.

3. The County shall pay all costs necessary for preparation of the quit claim deed, and any attorney's fees incurred by the County. The City shall pay attorney's fees incurred on behalf of the City, any inspection costs initiated by City, and all recording fees and costs.

11. **Insurance.** The City shall cause to be obtained and maintained adequate insurance coverage on Rayner Park and the personal property located at Rayner Park during the lease term. The City shall only be required to obtain and maintain the same casualty and general liability insurance coverage for Rayner Park as it does for its other City properties. The City shall, on all Rayner Park insurance policies, list the County as an additional named insured, and provide the County with copies of the Certificates of Insurance upon request. The City shall be responsible for any deductible or self-insured retention relating to such insurance.

12. **Compliance with the Law.** In performing the services and activities required under this Agreement and in fulfilling the terms, conditions, obligations, covenants, agreements, and stipulations of this Agreement, the County and the City shall comply with all applicable Federal, State and local laws.

The City shall not permit the illegal use or occupancy of the Premises. The City shall obtain and maintain all required Federal, State, or local licenses or permits for operation and maintenance of Rayner Park.

13. **Termination of Agreement.** If this Agreement is terminated for any reason, title to all personal property used for operation or maintenance of Rayner Park shall remain in or revert to the County as provided in Section 2 of this Agreement. The City shall peaceably surrender and quit the Premises together with all capital improvements, in good order and condition, normal wear and tear excepted. All Rayner Park personal property shall revert to the County upon termination and become the property of the County. The Premises and personal property shall be surrendered free and clear of all liens and encumbrances. Upon termination for any reason, the City and County shall cooperate to the fullest reasonable extent in effecting the orderly and efficient transfer of the operation and maintenance of Rayner Park to the County.

14. **Civil Rights.** The City and the County mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The City and County further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a

particular job or position, height, weight or marital status. A breach of this covenant shall be regarded as a material breach of this Agreement.

**15. Liability.**

- A. Any claims, liabilities, loss or damage, lawsuits, or judgments arising out of activities by the City and/or Rayner Park during the Lease Term shall be the sole and exclusive responsibility of the City.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the City in the performance of this Agreement shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor, or anyone directly or indirectly employed by the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its employees by statutes or court decisions.
- C. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of the County, any subcontractor, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- D. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their employees, respectively, as provided by statute or court decisions.

**16. Notices.** All notices given hereunder shall be in writing and delivered personally or by certified mail to the address given below, unless a new address is provided in writing.

If to County:

Director  
Ingham County Parks Department  
121 East Maple Street  
P.O. Box 178  
Mason, MI 48854

and

County Controller  
Courthouse  
Mason, MI 48854

If to City:

City Administrator  
City of Mason  
201 West Ash Street  
P.O. Box 370  
Mason, MI 48854

17. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

18. **Agreement Modifications.** This Agreement contains all the agreements of the parties relating to Rayner Park and all modifications to this Agreement must be mutually agreed upon by the City and the County, and incorporated into written amendments to this Agreement after approval by the City Council and the County Board of Commissioners, and signed by their duly authorized representatives.

19. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. **Complete Agreement.** This Agreement, including the attached Schedule, contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. **Severability.** If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of

the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

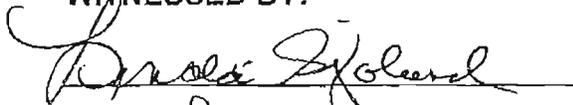
**22. Certification of Authority to Sign Agreement.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**23. Assignment or Subcontracting.** Neither of the parties to this Agreement shall assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of the other party.

**24. Effective Date.** This Agreement shall become effective as of the date upon which the last of the parties listed below has signed this Agreement.

**IN WITNESS WHEREOF,** the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

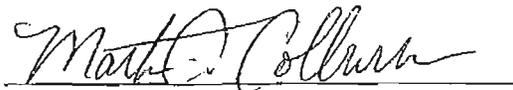
**WITNESSED BY:**



Date: June 13, 2010



Date: 6-15-10



Date: 6-19-2010

**COUNTY OF INGHAM**



Debbie De Leon, Chairperson  
County Board of Commissioners



Mike Bryanton, County Clerk

**CITY OF MASON**



Leon Clark, Mayor

APPROVED AS TO FORM ONLY FOR INGHAM COUNTY  
COHL, STOKER & TOSKEY, P.C.

By:   
Timothy M. Perrone

APPROVED AS TO FORM ONLY FOR THE CITY OF MASON:

By: *Dan E. M. Ginty*  
*MASON City ATTORNEY*

## SCHEDULE A

### LEGAL DESCRIPTION

A part of the West ½ of Section 9, Town 2 North, Range 1 West, City of Mason, Ingham County, Michigan described as: the West 625 feet of that part of the Northeast ¼ of said Section 9 lying South of Ash St., aka Highway M-36, except beginning at Southeast corner of said West 625 feet, thence North 225 feet, thence Southwesterly to point on East-West ¼ line of said Section 9, 85 feet West of the point of beginning, thence East 85 feet to the point of beginning. Also the West 540 feet of the Southeast ¼ of said Section 9. Also the East 300 feet of the South 1350 feet of the West 840 feet of Southeast ¼ of said Section 9. Also the East 75 feet of the South 885 feet of the West 915 feet of Southeast ¼ of said Section 9.

59.9 acres more or less

N:\Client\Ingham\Controllor\Agreements\Rayner Park\Co. Rayner Park.Agr 6-14-10 final.wpd

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

---

**Meeting Date:** March 16, 2015

**Agenda Item:** 9D

---

**AGENDA ITEM**

Motion to Assign 1% of Unassigned Fund Balance for Grant Matching

**EXHIBITS**

None.

**STAFF REVIEW**

Finance Director/City Treasurer

**SUMMARY STATEMENT**

City Council recommended the City assign 1% of fund balance to be used for grant matching during the 2014/15 budget workshops. The audit for fiscal year ending 6/30/14 resulted in an Unassigned fund balance of \$2,197,080. The 1% grant matching assignment for FY 2014/15 would equate to \$21,971.

**RECOMMENDED ACTION**

Move to assign 1% or \$21,971 of the audited Unassigned fund balance for fiscal year ended 6/30/14 to be used for grant matching.

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

---

**Meeting Date:** March 16, 2015

**Agenda Item:** 9E

---

### **AGENDA ITEM**

Motion to Accept Fire Services Contract Between City of Mason and Township of Aurelius

### **EXHIBITS**

- Contract

### **STAFF REVIEW**

None.

### **SUMMARY STATEMENT**

The Township of Aurelius has applied to the City of Mason for the extension of fire protection service by the City of Mason Fire Department under the authority conferred by 1951 PA 33 [MCL 41.801, et seq.].

### **RECOMMENDED ACTION**

Move to accept Fire Services Contract between City of Mason and Township of Aurelius for a period of three (3) years commencing July 1, 2015, and terminating June 30, 2018.

## FIRE SERVICES CONTRACT

AGREEMENT by and between the City of Mason, a Michigan municipal corporation, hereinafter referred to as "the City" and the Township of Aurelius, a governmental subdivision of Ingham County, hereinafter referred to as "the Township".

WITNESSETH:

WHEREAS, the Township has applied to the City for the extension of fire protection service by the Fire Department of the City to the Township under the authority conferred by 1951 PA 33 [MCL 41.801, et seq.] and it has been mutually agreed between the City and the Township that it is for the common interest of the City and the Township that such service be rendered in the manner hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Fire Protection Service.** The City will furnish to the Township upon a call from a resident of the Township, fire department service for the protection of persons and property within the Township. The following apparatus owned by the City will be made available to respond to a call: two pumpers, one aerial ladder/pumper, one pumper/tanker, one tanker, one 4-wheel drive brush truck, and one command vehicle. The apparatus at the initial call to a structure fire shall be a minimum of a pumper and tanker or a second pumper. Apparatus response to any other call shall be at the discretion of the Fire Chief, or the Chief's designee. If additional manpower and equipment are necessary, the City can respond with additional units at the discretion of the Fire Chief, or the Chief's designee.

2. **Compensation.** The Township shall compensate the City for fire protection service by paying an annual standby fee plus specific costs for each call to the Township as follows:

- a) **Standby fee.** The Township shall pay (in equal quarterly installments to be billed by the City) a standby fee. The standby fee will be calculated annually based upon the expenditure budget for the City Fire Department as approved by the City Council, hereinafter referred to as "the budget." The standby fee will be calculated as follows:
  - i) The City will designate those line items in the budget which fund activities that benefit any townships receiving fire protection from the City. This designation process will be reviewed with the Township Supervisor prior to final calculation of the standby fee.
  - ii) Those line items designated per (i) above will be apportioned as a whole to all townships receiving fire protection services. This apportionment will be calculated by multiplying each designated line item by the Apportionment Ratio (A) and then summing the resultant apportionment for each line item to obtain the Township Apportionment (TA) part of the budget. The Apportionment Ratio (A) is equal to the average of the Manpower Ratio (M) and the Vehicle Ratio (V). Both the "M" and "V" ratios will be calculated annually by the City and reviewed with the Township Supervisor prior to final calculation of the standby fee. See Exhibit A for applicable formulas and Exhibit B for sample calculations.
  - iii) The Township Apportionment (TA) will be divided between the townships receiving fire protection services by multiplying by the Township Standby Ratio (TSR(t)) for the township in question. The Township Standby Ratio is equal to the average of the State Equalized Value Ratio (SEV(t)) and the Run Ratio (R(t)) for the Township in question. If not all of the Township is served under this contract, then only that area of the Township included in the contract will be used to calculate SEV(t) and R(t). See Exhibit A for applicable formulas and Exhibit B for sample calculations.

- b. **Run Costs.** Whenever the City shall furnish the use of any fire apparatus for service in the Township, the Township shall pay to the City the following costs for fire equipment and personnel utilized at each response call with all times being measured from the time the first apparatus leaves the fire station until the last apparatus returns to the fire station. Run times charged will be rounded up to the nearest quarter hour and a minimum of one-half hour will be charged for all runs.
  - i) Equipment cost:
    - (1) Structure fire: Four Hundred Dollars (\$400) per hour.
    - (2) Non-Structure fire: Two Hundred Fifty Dollars (\$250) per hour.
  - ii) Personnel cost: For all responses, the actual cost of wages to the City for fire personnel responding to the call.
  - iii) Payment terms: Run costs and investigation charges shall be billed by the City Treasurer to the Township following service and shall be paid to the City within 30 days of billing.
- c. **Activity Reports.** The City shall provide monthly Fire Department activity reports relating to fire services performed and labor costs incurred pursuant to this Contract within the Township.

3. **Staffing.** The minimum number of firefighting personnel furnished by said City for a structure fire shall be five (5). All personnel are to be hired by the City and shall remain at all time solely the agents or employees of the City, and not of the Township; nothing in this contract shall be construed such that any departmental personnel shall be considered an employee, agent, or servant of the Township and the City shall be and remain solely responsible for the payment of all wages, statutory fringe benefits, and disability payments to the City's firefighting personnel.

4. **Review Committee.** The City and the Township shall form a Fire Service Review Committee, hereinafter referred to as "the Committee", for the purpose of reviewing issues arising out of the fire protection services provided under this contract and for the purpose of making recommendations to the City Council and the Township Board regarding such issues and the budget for the next succeeding fiscal year. Two (2) representatives each shall be selected by the City and the Township to serve as members of the Committee and the Fire Chief shall serve as an ex officio member. Meetings of the Committee may be called as the members deem necessary; however the Committee shall meet in February, of each year to review the proposed Fire Department budget for the fiscal year commencing July 1.

5. **Ordinance Compatibility.** The Township shall adopt and enforce ordinances and policies compatible and uniform with those of the City with regard to the granting of permits for controlled burning.

6. **Liability.** It is also agreed and understood that the City is to maintain workers disability insurance coverage on its firefighters, so hired, under the workers compensation law and to maintain full public liability and property damage insurance coverage on all fire apparatus so as to relieve the Township from any and all liability by reason of injury or damage to any of said firefighters so hired by the City, while serving within the Township, and all liability and property damage caused by said apparatus.

7. **Investigations.** The City shall charge the Township cost plus ten percent (10%) for personnel and equipment called out for any type of investigation.

8. **Fire Chief Discretion.** Except as provided in Paragraph 1 above, the level of response, the selection of the appropriate units, personnel and apparatus for response, and a determination of priorities between the City, Township, and neighboring calls for cooperative fire enforcement activities under mutual aid shall be solely the responsibility of the Mason Fire Chief or the Chief's designee. It is understood that the City may enter into contracts similar to this contract with other Townships for fire protection in such townships or portions thereof and this contract shall not be construed to restrict or limit the authority of the City to enter into such contracts or mutual aid agreements or to cooperate with or assist other city, county, or state fire agencies in performing any official powers or duties as authorized by law. The parties hereto agree that in the event emergencies shall arise or exist in two or more places to which the City may have contracted to render fire protection service, then and in such event the place to which said fire department shall apply itself shall be at the sole discretion of the Fire Chief or the Chief's designee, and the City shall be relieved from all direct obligation under this contract to furnish fire protection to the property of the individual township, if in such discretion the said Fire Department shall respond and apply itself to one such emergency and not to another. The City shall, however, maintain sufficient agreements for mutual aid with other fire departments and shall call on said fire departments to respond to a call for fire protection in the Township in the event the City is unable to respond. Neither the City, nor the Department or its officers or employees shall be liable to any party for failure to respond to a request for fire protection services for any reason.

9. **Term; Option to Terminate.** This contract shall be for a period of three (3) years commencing July 1, 2015 and terminating on June 30, 2018. However, the Township shall have the option, exercisable in its sole discretion, to terminate this Agreement as of the end of any fiscal year (June 30<sup>th</sup>) by providing a notice of termination to the City not later than the first day of April preceding the end of said fiscal year. This agreement may be renewed by mutual written consent of both parties hereto, provided the consideration stated herein shall be adjusted to provide for the varying cost of personnel, operation, repair, and maintenance of equipment.

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

11. **Termination for Cause.** This contract may be terminated by either party for a material breach of the provisions hereof after written notice and a reasonable opportunity to cure of not less than thirty (30) days.

12. **Ownership of Equipment.** All apparatus and equipment owned or purchased by the City during the term of this contract, and any reserves for replacement thereof, shall be and remain the sole property of the City during the term of this contract and following the termination, expiration, or non-renewal of this contract.

IN WITNESS WHEREOF, this contract has been signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MASON

TOWNSHIP OF AURELIUS

By \_\_\_\_\_  
Mike Waltz, Mayor

By \_\_\_\_\_  
Larry Silsby, Supervisor

By \_\_\_\_\_  
Martin A. Colburn, City Administrator

By \_\_\_\_\_  
Shelly Heaviland, Clerk

Approved as to form

\_\_\_\_\_  
Tom Hitch (P25558)  
Mason City Attorney  
601 Abbott Road  
East Lansing, Michigan 48823  
(517) 351-0280

\_\_\_\_\_  
J. Richard Robinson (P19524)  
Aurelius Township Attorney  
P.O. Box 1430  
Okemos, Michigan 48805

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

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Meeting Date: March 16, 2015

Agenda Item: 9F

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**AGENDA ITEM**

Motion to Accept Fire Services Contract Between City of Mason and Township of Vevay

**EXHIBITS**

- Contract

**STAFF REVIEW**

None.

**SUMMARY STATEMENT**

The Township of Vevay has applied to the City of Mason for the extension of fire protection service by the City of Mason Fire Department under the authority conferred by 1951 PA 33 [MCL 41.801, et seq.].

**RECOMMENDED ACTION**

Move to accept Fire Services Contract between City of Mason and Township of Vevay for a period of three (3) years commencing July 1, 2015, and terminating June 30, 2018.

## FIRE SERVICES CONTRACT

AGREEMENT by and between the City of Mason, a Michigan municipal corporation, hereinafter referred to as "the City" and the Township of Vevay, a governmental subdivision of Ingham County, hereinafter referred to as "the Township".

WITNESSETH:

WHEREAS, the Township has applied to the City for the extension of fire protection service by the Fire Department of the City to the Township under the authority conferred by 1951 PA 33 [MCL 41.801, et seq.] and it has been mutually agreed between the City and the Township that it is for the common interest of the City and the Township that such service be rendered in the manner hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Fire Protection Service.** The City will furnish to the Township upon a call from a resident of the Township, fire department service for the protection of persons and property within the Township. The following apparatus owned by the City will be made available to respond to a call: two pumpers, one aerial ladder/pumper, one pumper/tanker, one tanker, one 4-wheel drive brush truck, and one command vehicle. The apparatus at the initial call to a structure fire shall be a minimum of a pumper and tanker or a second pumper. Apparatus response to any other call shall be at the discretion of the Fire Chief, or the Chief's designee. If additional manpower and equipment are necessary, the City can respond with additional units at the discretion of the Fire Chief, or the Chief's designee.

2. **Compensation.** The Township shall compensate the City for fire protection service by paying an annual standby fee plus specific costs for each call to the Township as follows:

- a) **Standby fee.** The Township shall pay (in equal quarterly installments to be billed by the City) a standby fee. The standby fee will be calculated annually based upon the expenditure budget for the City Fire Department as approved by the City Council, hereinafter referred to as "the budget." The standby fee will be calculated as follows:
  - i) The City will designate those line items in the budget which fund activities that benefit any townships receiving fire protection from the City. This designation process will be reviewed with the Township Supervisor prior to final calculation of the standby fee.
  - ii) Those line items designated per (i) above will be apportioned as a whole to all townships receiving fire protection services. This apportionment will be calculated by multiplying each designated line item by the Apportionment Ratio (A) and then summing the resultant apportionment for each line item to obtain the Township Apportionment (TA) part of the budget. The Apportionment Ratio (A) is equal to the average of the Manpower Ratio (M) and the Vehicle Ratio (V). Both the "M" and "V" ratios will be calculated annually by the City and reviewed with the Township Supervisor prior to final calculation of the standby fee. See Exhibit A for applicable formulas and Exhibit B for sample calculations.
  - iii) The Township Apportionment (TA) will be divided between the townships receiving fire protection services by multiplying by the Township Standby Ratio (TSR(t)) for the township in question. The Township Standby Ratio is equal to the average of the State Equalized Value Ratio (SEV(t)) and the Run Ratio (R(t)) for the Township in question. If not all of the Township is served under this contract, then only that area of the Township included in the contract will be used to calculate SEV(t) and R(t). See Exhibit A for applicable formulas and Exhibit B for sample calculations.

- b. **Run Costs.** Whenever the City shall furnish the use of any fire apparatus for service in the Township, the Township shall pay to the City the following costs for fire equipment and personnel utilized at each response call with all times being measured from the time the first apparatus leaves the fire station until the last apparatus returns to the fire station. Run times charged will be rounded up to the nearest quarter hour and a minimum of one-half hour will be charged for all runs.
  - i) Equipment cost:
    - (1) Structure fire: Four Hundred Dollars (\$400) per hour.
    - (2) Non-Structure fire: Two Hundred Fifty Dollars (\$250) per hour.
  - ii) Personnel cost: For all responses, the actual cost of wages to the City for fire personnel responding to the call.
  - iii) Payment terms: Run costs and investigation charges shall be billed by the City Treasurer to the Township following service and shall be paid to the City within 30 days of billing.
- c. **Activity Reports.** The City shall provide monthly Fire Department activity reports relating to fire services performed and labor costs incurred pursuant to this Contract within the Township.

3. **Staffing.** The minimum number of firefighting personnel furnished by said City for a structure fire shall be five (5). All personnel are to be hired by the City and shall remain at all time solely the agents or employees of the City, and not of the Township; nothing in this contract shall be construed such that any departmental personnel shall be considered an employee, agent, or servant of the Township and the City shall be and remain solely responsible for the payment of all wages, statutory fringe benefits, and disability payments to the City's firefighting personnel.

4. **Review Committee.** The City and the Township shall form a Fire Service Review Committee, hereinafter referred to as "the Committee", for the purpose of reviewing issues arising out of the fire protection services provided under this contract and for the purpose of making recommendations to the City Council and the Township Board regarding such issues and the budget for the next succeeding fiscal year. Two (2) representatives each shall be selected by the City and the Township to serve as members of the Committee and the Fire Chief shall serve as an ex officio member. Meetings of the Committee may be called as the members deem necessary; however the Committee shall meet in February, of each year to review the proposed Fire Department budget for the fiscal year commencing July 1.

5. **Ordinance Compatibility.** The Township shall adopt and enforce ordinances and policies compatible and uniform with those of the City with regard to the granting of permits for controlled burning.

6. **Liability.** It is also agreed and understood that the City is to maintain workers disability insurance coverage on its firefighters, so hired, under the workers compensation law and to maintain full public liability and property damage insurance coverage on all fire apparatus so as to relieve the Township from any and all liability by reason of injury or damage to any of said firefighters so hired by the City, while serving within the Township, and all liability and property damage caused by said apparatus.

7. **Investigations.** The City shall charge the Township cost plus ten percent (10%) for personnel and equipment called out for any type of investigation.

8. **Fire Chief Discretion.** Except as provided in Paragraph 1 above, the level of response, the selection of the appropriate units, personnel and apparatus for response, and a determination of priorities between the City, Township, and neighboring calls for cooperative fire enforcement activities under mutual aid shall be solely the responsibility of the Mason Fire Chief or the Chief's designee. It is understood that the City may enter into contracts similar to this contract with other Townships for fire protection in such townships or portions thereof and this contract shall not be construed to restrict or limit the authority of the City to enter into such contracts or mutual aid agreements or to cooperate with or assist other city, county, or state fire agencies in performing any official powers or duties as authorized by law. The parties hereto agree that in the event emergencies shall arise or exist in two or more places to which the City may have contracted to render fire protection service, then and in such event the place to which said fire department shall apply itself shall be at the sole discretion of the Fire Chief or the Chief's designee, and the City shall be relieved from all direct obligation under this contract to furnish fire protection to the property of the individual township, if in such discretion the said Fire Department shall respond and apply itself to one such emergency and not to another. The City shall, however, maintain sufficient agreements for mutual aid with other fire departments and shall call on said fire departments to respond to a call for fire protection in the Township in the event the City is unable to respond. Neither the City, nor the Department or its officers or employees shall be liable to any party for failure to respond to a request for fire protection services for any reason.

9. **Term; Option to Terminate.** This contract shall be for a period of three (3) years commencing July 1, 2015 and terminating on June 30, 2018. However, the Township shall have the option, exercisable in its sole discretion, to terminate this Agreement as of the end of any fiscal year (June 30<sup>th</sup>) by providing a notice of termination to the City not later than the first day of April preceding the end of said fiscal year. This agreement may be renewed by mutual written consent of both parties hereto, provided the consideration stated herein shall be adjusted to provide for the varying cost of personnel, operation, repair, and maintenance of equipment.

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

11. **Termination for Cause.** This contract may be terminated by either party for a material breach of the provisions hereof after written notice and a reasonable opportunity to cure of not less than thirty (30) days.

12. **Ownership of Equipment.** All apparatus and equipment owned or purchased by the City during the term of this contract, and any reserves for replacement thereof, shall be and remain the sole property of the City during the term of this contract and following the termination, expiration, or non-renewal of this contract.

IN WITNESS WHEREOF, this contract has been signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MASON

TOWNSHIP OF VEVAY

By \_\_\_\_\_  
Mike Waltz, Mayor

By \_\_\_\_\_  
Gary Howe, Supervisor

By \_\_\_\_\_  
Martin A. Colburn, City Administrator

By \_\_\_\_\_  
JoAnne Kean, Clerk

Approved as to form

\_\_\_\_\_  
Tom Hitch (P25558)  
Mason City Attorney  
601 Abbott Road  
East Lansing, Michigan 48823  
(517) 351-0280

\_\_\_\_\_  
J. Richard Robinson (P19524)  
Aurelius Township Attorney  
P.O. Box 1430  
Okemos, Michigan 48805

# CITY OF MASON

## STAFF AGENDA REPORT TO CITY COUNCIL

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Meeting Date: March 16, 2015

Agenda Item: 9G

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### **AGENDA ITEM**

Report – Liquor License Notification

### **EXHIBITS**

- Michigan Liquor Control Commission – Request ID #: 772479
- Michigan Liquor Control Commission – Request ID #: 772480
- Michigan Liquor Control Commission – Request ID #: 775803
- Correspondence: Electronic Mail from Zoning and Development Director, David Haywood

### **STAFF REVIEW**

Office of the City Clerk

### **SUMMARY STATEMENT**

The laws regulating liquor licenses are ever-changing. No longer is the local legislative body required to approve or disapprove these types of liquor license applications. However, the Michigan Liquor Control Commission (MLCC) provides notification when a liquor license application has been received, and will consider concerns regarding the proposed business in its evaluation to determine if the applicant may be issued a license or permit.

Request ID Nos. 772479 and 772480 were submitted by Rock's Mason Party Store, Inc., and ID No. 775803 was submitted by City Limits Sports Grill and Bowling Center.

Applicants are required to comply with city codes. The attached correspondence from Mr. Haywood indicates that a zoning permit is not required. He has not received notification regarding new construction or a building permit application from either business. Therefore, there are no concerns relating to city codes.

### **RECOMMENDED ACTION**

No action required.



STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

RICK SNYDER  
GOVERNOR

MIKE ZIMMER  
ACTING DIRECTOR

January 5, 2015

Mason City Council  
Attn: Clerk

Sent via email to [info@mason.mi.us](mailto:info@mason.mi.us)

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID #:** 772479

**New SDM License**

**Name of applicant(s):** ROCK'S MASON PARTY STORE INC.

**Business address and phone:** 515 N. CEDAR, MASON, MI 48854, INGHAM COUNTY

**Home address and phone number of partner(s)/subordinates:**  
Harpreet Singh, 734 N. Verlinden Avenue, Lansing, MI 48915, B (517) 749-1839 / C (517) 749-1839

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011



STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

RICK SNYDER  
GOVERNOR

MIKE ZIMMER  
ACTING DIRECTOR

January 5, 2015

Mason City Council  
Attn: Clerk

Sent via email to [info@mason.mi.us](mailto:info@mason.mi.us)

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID #:** 772480

**New SDD License**

**Name of applicant(s):** ROCK'S MASON PARTY STORE INC.

**Business address and phone:** 515 N. CEDAR, MASON, MI 48854, INGHAM COUNTY

**Home address and phone number of partner(s)/subordinates:**  
Harpreet Singh, 734 N. Verlinden Avenue, Lansing, MI 48915, B (517) 749-1839 / C (517) 749-1839

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011



STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

RICK SNYDER  
GOVERNOR

MIKE ZIMMER  
DIRECTOR

February 18, 2015

Mason City Council  
Attn: Clerk

Sent via email to [info@mason.mi.us](mailto:info@mason.mi.us)

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID #:** 775803

**New SDM License**

**Name of applicant(s):** COMO, LLC

**Business address and phone:** 801 N. CEDAR, MASON, MI 48854, INGHAM COUNTY

**Home address and phone number of partner(s)/subordinates:**  
JAMES M. CICORELLI

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

**From:** David Haywood  
**Sent:** Thursday, March 05, 2015 2:08 PM  
**To:** Deborah Cwierniewicz; Ed Hude - Ingham  
**Subject:** RE: Liquor License Notification

Deb,

Both of those locations, 801 and 515 N. Cedar, are within the C-2 (General Commercial) zoning district. Alcohol sales and consumption (on or off-premise) is a permitted land use by right. Therefore, no zoning permit is required for alcohol sales. Site plan review and/or building permit may apply to new construction or building alterations/additions.

Thank you.

David E. Haywood  
Zoning & Development Director  
City of Mason  
201 W. Ash Street  
Mason, MI 48854  
517.676.9155

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:** March 16, 2015  
**RE:** City Administrator's Report

### Medical Marihuana

On Wednesday, March 4, 2015, I had the opportunity to discuss the possibility of a consistent policy regarding medical marihuana among neighboring townships with Gary Howe (Supervisor of Vevay Township) and Larry Silsby (Supervisor of Aurelius Township). Both supervisors were aware of the localized issue and how actions by townships can influence and have unintended consequences on this issue. I suggested we develop a policy through communications that would start with an ad hoc committee between the three Planning Commissions. I further suggested we begin with a committee of three representatives of the respective Planning Commissions. Since both supervisors were in favor of the idea, I suggest we discuss this further in regard to establishing this opportunity to start a dialogue with the neighboring townships.