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, August 15, 2016
7:30 p.m.
Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Invocation
4. Announcements
5. People from the Floor
6. Consent Agenda
   A. Approval of Minutes
      - Regular Council Meeting: July 18, 2016
   B. Approval of Bills in the Amount of $ 505,717.17
   C. Motion – Approval of Amended Directory of Charges
   D. Motion – Approval of Amended 2016-2017 Fiscal Year Budget
   E. Resolution – Approval of the Mason Fire Department to Participate in the Ingham County Mutual Aid Box Alarm System (MABAS)
   F. Motion – Street Closure Request: Riverwalk Meadows Homeowners Annual Picnic
7. Regular Business
8. Unfinished Business
   A. Resolution – Approval to Waive the Formal Bid Process and Approve the Purchase of a New Supervisory Control and Data Acquisition SCADA Computer and Backup Computer from Automation Engineering Ltd for $22,824.13
   B. Resolution – Approval of Award of High Service Pump Numbers 2 and 3 Rehabilitation to Kennedy Industries Inc.
   C. Discussion – Formal Opinion on Canceling City Council Meetings (Mayor Waltz)
9. New Business
   A. Designation of Voting Delegate and Alternate for Michigan Municipal League (MML) Annual Business Meeting
10. Correspondence
    A. Monthly Revenue and Expenditure Report
    C. City Attorney's Report
11. Liaison Reports
12. Councilmember Reports
13. Administrator's Report (To be provided at the meeting)
14. Motion – Adjourn to Closed Executive Session Related to AFSCME Negotiations
15. Motion – Reconvene to Council Chambers (Open Meeting)
16. Action Item – Resolution – AFSCME Agreement (To be provided at the meeting)
17. Adjournment

CITY OF MASON
REGULAR CITY COUNCIL MEETING
MINUTES OF JULY 18, 2016

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

Present: Councilmembers: Brown, Bruno, Clark, Droscha, Ferris, Mulvany, Waltz
Absent: Councilmember: None
Also present: Deborah S. Stuart, City Administrator
Deborah J. Cwiertniewicz, City Clerk
Eric Smith, Finance Director/Treasurer

ANNOUNCEMENTS

Councilmember Clark informed Council of the recent passing of Tim Whipple, Ingham/Dansville Township Fire Chief. He gave a brief eulogy of Chief Whipple and informed Council that the Funeral Service will be held July 23, 2016 at the Dansville High School, 1264 South St., Dansville MI 48819.

PEOPLE FROM THE FLOOR

John Langdon, Governmental/Public Affairs Coordinator of Michigan Association of Railroad Passengers, addressed Council as spokesperson for Coast to Coast Passenger Rail Ridership. He provided Council with an executive summary regarding the initiative to operate a passenger rail service across Michigan from Holland to Detroit. He stated that if it is successful, it would probably be at least 10 years before train service could begin.

PRESENTATIONS

2015 Annual Report – Capital Area District Library (CADL), Mason Branch – Cheryl Lyons

Mason Head Librarian Cheryl Lyons gave a brief presentation of the 2015 Mason Library Annual Report. CADL Representatives were present.

MOTION by Brown, second by Droscha,
to accept the 2015 Annual Report for the Mason Library and place it on file.
MOTION APPROVED

PUBLIC HEARING

Public Comments Regarding the Completion of the 124-140 East Ash Street Redevelopment Project

Mayor Waltz opened the public hearing at 7:51 p.m. to receive comments regarding the completion of the 124-140 East Ash Street redevelopment project. He closed the public hearing at 7:52 p.m. as there were no comments.

Stuart commented that at the time of approval, the Ash Street project was projected to be an approximate $2.25 million dollar investment and at the end was a 2.8 million dollar investment in the community. This is a great example of a project that was a joint partnership by the State of Michigan, local partners and private investors to turn the

building around. It is a fully occupied building that is a successful mark for our community.

Brown stated that there was an article written by Mayor Waltz in the "Michigan Municipal League Review" magazine regarding this development.

CONSENT AGENDA

It was the consensus of Council to remove Consent Agenda Item (E) "Motion – Approval of Directory of Charges" and Item (F) "Resolution – Approval to Waive the Formal Bid Process and Approve the Purchase of a New SCADA Computer and Backup Computer from Automation Engineering Ltd" to Regular Business.

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

A. Motion – Approval of Minutes: Regular Council Meeting: June 20, 2016
B. Approval of Bills in the Amount of $ 619,480.58
C. Motion – Approval of Street Closure Request – Sun Dried Festival
   - Approve the request for the Sun Dried Music Festival Incorporated street closures as requested and grant a waiver of the amplified music for the identified times.
D. Resolution – Approve an Increase to the City of Mason Utility Rates

CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2016-25
APPROVE AN INCREASE of 1.5% TO THE CITY OF MASON UTILITY RATES
July 18, 2016

WHEREAS, the City of Mason is anticipating significant capital improvements to the infrastructure of the water system and the sewer system as outlined in the Master Plan, Capital Improvement Plan, Street Improvement Plan, and City of Mason Budget; and

WHEREAS, the most significant capital improvement is a result of an Administrative Consent Order (ACO) from the Michigan Department of Environmental Quality (MDEQ) requiring the City to make significant improvements to the Publicly Owned Treatment Works (POTW) plant; and

WHEREAS, the Mason City Council is charged with assigning a just and reasonable rate for supplying the users of the water system and the sewer system with utility services as the City may provide; and

WHEREAS, the Water and Sewer Fund is a Proprietary Fund which, by definition, is financed primarily by user charges; and

WHEREAS, the 2016/2017 City of Mason Budget was submitted by the Finance Department, and the Water and Sewer Fund Analysis was completed and recommends the following:

- Water Base Charge will be $6.31.
- Water Charge will be $3.67 per 1,000 gallons after the first 2,000 gallons.
- Water Capital Improvement Charge will be $2.59 per 1,000 gallons of water sold.
- Water Meter Charge will be $2.60.
- Sprinkler Meter Charge will be $1.70
- Sewer Base Charge will be $10.27.
- Sewer Charge will be $5.18 per 1,000 gallons after the first 2,000 gallons.
- Sewer Capital Improvement Charge will be $.70 per 1,000 gallons of water sold.

NOW, THEREFORE, BE IT RESOLVED, that the Mason City Council establishes the above listed rates for the Water and Sewer Fund effective for the first billing period commencing on or after July 18, 2016.

E. Resolution – Approve Appointment to the Zoning Board of Appeals (ZBA) by the City Council

CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2016-26
APPOINT JERRY SCHAFFER TO THE ZONING BOARD OF APPEALS (ZBA)
July 18 2016

WHEREAS, the zoning board of appeals was established in accordance with Public Act No. 207 of 1921 (MCL 125.581 et seq.);

WHEREAS, the duties and powers of the zoning board of appeals are established in Section 94-363 of the Mason Code as follows:

- Upon direct application, the zoning board of appeals shall hear and decide appeals from and review any order, requirement, decision, or determination made by the zoning official in accordance with section 94-364,
- Upon direct application, the zoning board of appeals shall have original jurisdiction to grant a variance from such dimensional requirements as lot area and width regulations, building height and bulk regulations, yard width and depth regulations, and off-street parking and loading space requirements. A variance shall be granted only in accordance with section 94-365,
- The zoning board of appeals shall have the power to:
  (1) Interpret the provisions of this chapter so as to carry out the intent and purpose of Chapter 94,
  (2) Determine the precise location of the boundary lines between zoning districts;

WHEREAS, a vacancy occurred on the Zoning Board of Appeals by the resignation of James Maddix, who was appointed by City Council Resolution No. 2015-05, with a term expiring on December 31, 2018; and

WHEREAS, Jerry Schaffer was appointed to the ZBA by City Council Resolution 2015-57, to serve as an alternate member and has informed the Mayor that he desires to serve as a member; and

WHEREAS, Mr. Schaffer is a qualified candidate in good standing.

BE IT HEREBY RESOLVED, that the City Council, with confirmation by the Mayor, does hereby appoint Jerry Schafer to fill the unexpired term on the Zoning Board of Appeals commencing July 5, 2016 and expiring on December 31, 2018, leaving an unexpired term for an alternate member, expiring December 31, 2018.

MOTION by Brown, second by Droscha,
to amend the agenda by moving Regular Business Item No. 9 (A) Resolution – Approve Appointment to the Zoning Board of Appeals (ZBA) by the City Council to the Consent Agenda.
MOTION APPROVED

VOTE ON THE MAIN MOTION

MOTION APPROVED

REGULAR BUSINESS

Motion – Approval of Directory of Charges

Various items and proposed fees in the Directory of Charges were discussed. Brown spoke regarding the mobile vendor fee recommended by the Planning Commission. Discussion ensued. Administrator Stuart recommended approving the document at this

time and an amended document would be presented to Council at the next regular meeting.

MOTION by Clark, second by Bruno,
to amend the Directory of Charges on page 5, Mobile Food Vendor License by striking $200.00 and inserting $400.00.

Yes (4) Bruno, Clark, Droscha, Mulvany
No (3) Brown, Ferris, Waltz
MOTION APPROVED

MOTION by Brown, second by Droscha,
to approve the Directory of Charges dated July 18, 2016, as amended.
MOTION APPROVED

Resolution – Authorize the Purchase and Installation of a Municipal Complex Security Camera/Data Recording System for City Hall and the Fire Department Facility

MOTION by Droscha, second by Ferris,
to consider the resolution, Authorizing to Waive the City's Formal Bid Process and Authorize the Purchase of a Municipal Complex Security Camera/Data Recording System for City Hall and the Fire Department Facilities, as read.
MOTION APPROVED

Resolution - Authorize To Waive The City's Formal Bid Process And Authorize The Purchase Of A Municipal Complex Security Camera/Data Recording System For City Hall And The Fire Department Facilities, was introduced by Bruno and seconded by Clark.

CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2016-27
AUTHORIZE TO WAIVE THE CITY'S FORMAL BID PROCESS AND AUTHORIZE THE PURCHASE OF A MUNICIPAL COMPLEX SECURITY CAMERA/DATA RECORDING SYSTEM FOR CITY HALL AND THE FIRE DEPARTMENT FACILITIES
JULY 18, 2016

WHEREAS, it is in the best interest of the City of Mason to protect its property and employees, and insure the quality of its service between employees and the citizens served; and

WHEREAS, the City of Mason's Municipal Complex is in need of updated, technologically sound security cameras and data storage as provided by Ingham County Innovation and Technology Department; and

WHEREAS, the security camera system was approved in the 2015-2016 Fiscal Year budget.

BE IT HEREBY RESOLVED, that the Mason City Council does approve the purchase of a Municipal Complex Security Camera/Data Recording System for City Hall and the Fire Department Facility.

RESOLUTION APPROVED

Resolution – Approval to Waive the Formal Bid Process and Approve the Purchase of a New SCADA Computer and Backup Computer from Automation Engineering Ltd

MOTION by Droscha, second by Brown,
to consider the resolution, Approval to Waive the Formal Bid Process and Approve the Purchase of a New SCADA Computer and Backup Computer from Automation Engineering Ltd., as read.
MOTION APPROVED

Discussion was held regarding the value of soliciting bids and concern of is there another option. operating system to look at the options and the competition

MOTION by Bruno, second by Clark,
to defer the resolution regarding the purchase of a new SCADA computer and backup computer to the August 15 meeting to allow staff to research the questions posed including, whether there are other options to consider, if Windows 7 the appropriate operating system, and if there may be another vendor to consider.

Yes (5) Brown, Bruno, Clark, Droscha, Waltz
No (2) Ferris, Mulvany
MOTION APPROVED

UNFINISHED BUSINESS

Bruno stated that he spoke with Former and Interim Administrator Price who asked about the progress of the city administrator evaluation. Discussion ensued on the matter and it was determined that the Mayor would distribute the evaluation prior to the next meeting. Council will complete and provide feedback regarding any changes.

NEW BUSINESS

Droscha stated that Section 6.1 of the Charter needs to amended or adhered to regarding holding City Council meetings. Waltz pointed out that Attorney McGinty stated that it is appropriate that Council cancel meetings for a legitimate reason. He extended that to say the Charter itself needs to be reviewed. Clark asked for a written opinion from the city attorney.

MOTION by Brown, second by Droscha,
to request a formal written opinion on the matter of City Council's authority to cancel meetings by the Charter.
MOTION APPROVED

CORRESPONDENCE

All correspondence was distributed.

LIAISON REPORTS

Planning Commission – Collection Bins Recommendation

Brown commented on the Staff Agenda Report and report from Planning & Zoning Director Haywood for Council's discussion regarding the proposed ordinance to regulate clothing collection bins in the city. Council requested a recommendation from the Planning Commission, who recommended that no further action be taken at this time. The onus is on the property owner who has accepted the placement of a bin. Being there is no current issue, any matter that arises can be handled administratively. Discussion ensued.

COUNCILMEMBER REPORTS

Ferris reported that the grand opening and ribbon cutting was held July 6, 2016, to celebrate the renovation of the lofts apartments above the Vault Deli.

ADMINISTRATOR'S REPORT

Stuart informed Council regarding current City business, highlighting the following matters: City/County law enforcement cooperation, New Reserve Police Officer, Consumer Energy's solar garden and construction updates.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:13 p.m.

Deborah J. Cwiertniewicz, City Clerk

Michael F. Waltz, Mayor

08/11/2016 10:49 AM
User: TF
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON
EXP CHECK RUN DATES 08/06/2016 - 08/17/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
COUNCIL REPORT

MONDAY, AUGUST 15, 2016

Vendor Code / Invoice / GL Number	Vendor Name / Invoice Description / GL Description		Amount
06474	CONSUMERS ENERGY		
AUG 2016	STREET LIGHTING 7/1 - 7/31		
101-448.00-926.000	STREET LIGHTING 7/1 - 7/31	6,424.31	
AUGUST 2016	ELECTRICITY 6/22 - 7/22		
592-555.00-920.000	ELECTRICITY 6/23 - 7/22	7,843.91	
592-559.00-920.000	ELECTRICITY 6/22 - 7/20	8,277.95	
		16,121.86	
		VENDOR TOTAL:	22,546.17
08031	ED BIRKMEIER WELL DRILLING LTD		
PAY EST 3	WELL 9 PAY EST #3		
592-558.00-970.017	WELL 9 PAY EST #3	76,596.00	
		VENDOR TOTAL:	76,596.00
05016	GRANGER		
JULY 2016	JULY REFUSE CHARGES FOR #2321 CUSTOMERS		
101-528.00-818.000	JULY REFUSE CHARGES FOR #2321 CUSTOMERS	28,757.19	
		VENDOR TOTAL:	28,757.19
05412	MASON, CITY OF (T)		
2016 SUMMER	2016 SPECIAL ASSESSMENT PAYMENT 950 TEMPLE ST PROP#09-400-009		
101-269.00-971.000	SPECIAL ASSESSMENT PAYMENT 950 TEMPLE ST	100,700.67	
SUMMER 2016	2016 SPECIAL ASSESSMENT PAYMENT 700 E ASH ST FAIRGROUNDS PROP#09-400-001		
101-269.00-971.000	SPECIAL ASSESSMENT PAYMENT 700 E ASH ST	8,048.36	
SUMMER 2016	2016 SPECIAL ASSESSMENT PAYMENT DEXTER PROP#10-351-004		
101-269.00-971.000	SPECIAL ASSESSMENT PAYMENT DEXTER	12,108.23	
		VENDOR TOTAL:	120,857.26
05221	MCGINTY, HITCH, HOUSEFIELD, PERSON,		
AUGUST 2016	JULY LEGAL FEES		
101-266.00-826.000	JULY LEGAL FEES	6,578.48	
		VENDOR TOTAL:	6,578.48
06993	PREIN & NEWHOF		
35369	WWTP HEADWORKS UPGRADE - PROFESSIONAL SERVICES		
592-555.00-970.000	WWTP HEADWORKS UPGRADE	12,060.25	
		VENDOR TOTAL:	12,060.25
07550	RIETH-RILEY CONSTRUCTION CO INC		
PAY EST #3	2016 STREETS PAY EST #3		
202-451.00-970.211	2016 STREETS PAY EST #3	128,989.84	
203-451.00-970.211	2016 STREETS PAY EST #3	109,331.98	
		238,321.82	
		VENDOR TOTAL:	238,321.82
		TOTAL - ALL VENDORS:	505,717.17

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

Deborah Stuart
City Administrator

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 6C

AGENDA ITEM
Motion – Approval of Amended Directory of Charges

EXHIBITS
None

STAFF REVIEW
Eric Smith, Finance Director/Treasurer (Lead)
Deborah Cwiertniewicz, City Clerk
David Haywood, Zoning and Development Director

SUMMARY STATEMENT
At the July 18, 2016 meeting the Directory of Charges was presented to the City Council for approval. Questions and discussion arose over the loudspeaker set-up and take-down charge, soil erosion & sedimentation program and using Tom's name instead of the job title in the Water & Sewer section. These questions have been reviewed by the Department Heads.

The City Clerk has recommended removal of the loudspeaker set-up and take-down charge. The loudspeaker set-up and take-down is no longer performed by the City.

The Zoning and Development Director has recommended removal of the Soil Erosion Fees. On July 8, 2014 Ordinance 198 was approved, this ordinance repealed Chapter 60 of the Ordinance Code of the City of Mason. The City had obligations to complete ongoing permits prior to turning inspections over to the Ingham County Drain Commission.

Ingham County Drain Commission is handling all soil erosion inspections; therefore, the schedule of fees is no longer necessary. It is recommended that the City Council remove that section from the Directory of Charges.

In the Water & Sewer Section, Tom's name has been changed to DPW Superintendent.

Approving the Directory of Charges is a proprietary function of the City Council and under State Law the City Administrator and Department Heads have no authority to set fees.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL
Move to approve the following changes to the Directory of Charges:
1. Remove FOIA Requests/Copy Rate
2. Remove $400.00 5th alarm within 120 days

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 6D

AGENDA ITEM
Motion – Approval of Amended 2016-2017 Fiscal Year Budget

EXHIBITS
Budget Amendments

STAFF REVIEW
Eric Smith, Finance Director/Treasurer

SUMMARY STATEMENT
There are several amendments to approve for the 2016-2017 budget year. The majority of the amendments are from the Code Enforcement duties continuing in the Police Department and not filling the Building Inspector position. The Code Enforcement Officer will continue the Salvage Vehicle Inspection program.

Additional part time hours have been added to the Clerk's Office to meet departmental needs.

The Director of Public Works has requested the reallocation of funds in the Water/Sewer Fund to rebuild two high service pumps and defer Well #8 rebuild to a future fiscal year.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL
Move to amend the 2016-2017 Fiscal Year Budget as presented.

City of Mason
Budget Amendments
2016/2017 Budget

	Account Number	Fund	Account Name	Original Budget	Requested Change	Amended Budget
1	101-265.00-702.000	GF	Salaries	$49,500	($45,000)	$4,500
2	101-265.00-715.000	GF	Social Security	$3,145	($2,790)	$355
3	101-265.00-715.001	GF	Medicare	$735	($650)	$85
4	101-265.00-716.000	GF	Hospitalization Insurance	$11,500	($11,350)	$150
5	101-265.00-717.001	GF	Dental Insurance	$1,565	($1,505)	$60
6	101-265.00-718.000	GF	Retirement/Mers	$2,945	($2,600)	$345
7	101-265.00-818.000	GF	Contract Services	$40,905	$20,000	$60,905
Reallocation of funds - Building Department						
8	101-305.00-704.000	GF	Part Time - Police	$32,000	$15,000	$47,000
9	101-305.00-715.000	GF	Social Security	$9,130	$930	$10,060
10	101-305.00-715.001	GF	Medicare	$2,135	$220	$2,355
11	101-301.00-657.001	GF	Salvage Vehicle Inspections (Revenue)	$0	$4,500	$4,500
12	101-305.00-805.000	GF	Salvage Vehicle Expense	$0	$4,500	$4,500
Reallocation of funds - Continuation of Code Enforcement in the Police Department						
13	101-272.00-707.000	GF	Part Time	$31,200	$7,200	$38,400
14	101-272.00-715.000	GF	Social Security	$1,935	$450	$2,385
15	101-272.00-715.001	GF	Medicare	$455	$105	$560
Additional part time in Clerk's office			**General Fund Total Change**	$187,150	($10,990)	$176,160
16	592-558.00-970.908	WS	Wells	$40,000	($40,000)	$0
17	592-559.00-970.000	WS	Capital Outlay	$46,600	$40,000	$86,600
Well 8 deferred to allow for the rebuild of two High Service Pumps			**Water Sewer Total Change**	$86,600	$0	$86,600

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 6E

AGENDA ITEM
Resolution – Approval of the Mason Fire Department to Participate in the Ingham County Mutual Aid Box Alarm System (MABAS)

EXHIBITS
MABAS Division Agreement

STAFF REVIEW
Chief Kerry Minshall - Fire Department

SUMMARY STATEMENT
On a daily basis, communities face emergencies that overtax their local Fire/EMS and special operations capabilities. Often the "local" crisis doesn't warrant the state's Declaration of Disaster and its accompanying statutory powers. Without a Declaration of Disaster or Declaration of an Emergency, statewide mutual aid cannot be activated, nor are the statutory powers in force for an assisting agency's reimbursement, liability and workmen's compensation coverage. When such cases exist, being a MABAS member agency affords invaluable benefits to a stricken community, regardless of where the community is located. As a MABAS member agency, every community has the same agreement as the signatories -- all agreeing to send predetermined resources to assist a stricken community. Without a formal written mutual aid agreement (such as MABAS), a request for mutual aid assistance becomes a voluntary act, putting the Fire Chief and the employing community sending the resource, at great risk should equipment be damaged, or if a firefighter is injured or killed in the line of duty. This fills the Michigan Emergency Management Assistance Compact (MEMAC) gap.

MABAS improves disaster response capabilities, reduces the impact of a disaster on a community, strengthens interstate mobilization and brings the fire service stakeholders closer together.

This agreement is not meant to replace local control, replace current mutual aid agreements or to replace MEMAC. This agreement was originally presented to the Mason City Council and approved on June 3, 2013.

MI-MABAS is divided into several regions which are compromised of a number of divisions.
Currently the Ingham County MABAS division includes Dansville, Delhi, Lansing, Leroy, Leslie, Onondaga, Stockbridge and Williamston.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL
Move to approve the resolution authorizing the execution of the MABAS Division Agreement.

INSTRUCTIONS TO ALL
Michigan Mutual Aid Box Alarm System (MI-MABAS) MEMBERS
FOR EXECUTING NEW MI-MABAS AGREEMENT

Attached please find the new MI-MABAS member Agreement. This Agreement must be signed by ***all*** MI-MABAS members that are either a city, village or township (CVT). A separate agreement will be provided for Muskegon HazMat and any ambulance companies that are *currently* MI-MABAS members (those that have a current and valid contract with any participating CVT). We would like to have all of the new Agreements signed and returned by June 30, 201.

1. The new Agreement must be signed by your governing body.
2. A copy of the new Agreement then must be filed with your County Clerk's Office. You should get a time stamped copy when you file the Agreement with your County Clerk's Office.
3. A copy of the Agreement then must be filed with the Office of the Great Seal (located within Michigan's Secretary of State Office). If you would prefer, your Division Rep. may bring all signed agreements from your Division to Julie and she will do the filing with the Office of the Great Seal at no cost to you. ☺
4. An additional copy must be sent to your Division Rep. to give to Julie for review.
5. Please remember that *no resolution is necessary for this agreement!*
6. Division Reps may send the signed copy in electronic format to Julie rather than hard copy. If the Division Rep. decides to send in electronic format, please only send the first page of the Agreement and the signature page. The "Political Entity" line on the signature page *must be legible* or we will not know which CVT has signed the Agreement.

If you have any questions, please contact Julie at 284-431-0274.

Thanks to all!

EXPLANATION OF CHANGES TO MICHIGAN-MABAS (MI-MABAS) AGREEMENT

The purpose of the new MI-MABAS Agreement is to add a provision under Section 8 for cost recovery regarding Special Operations Teams. The provision now states that a MI-MABAS Special Operations Teams may collect full cost recovery (the first 8 hours may not be for free). This provision allows the respective MI-MABAS Special Operations Teams the ability to invoice for full cost recovery for any response. Due to the expensive nature of creating and sustaining a Special Operations Team (advanced training, specialized equipment, increased number of exercises), it has been recognized that it may be cost prohibitive to allow the first 8 hours of a response to be at no cost.

The specific provisions of the Agreement that have been changed since the 1st Addendum are:

1) A sentence has been added to the opening paragraph that reads, "This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement."

2) A new definition has been added under Section II (Definition M) that reads, " M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

3) Section 8 has been modified as follows: Changes are in red:

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team shall require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statues. The Parties reserve the right to waive any charges to a Requesting Party.

Any questions should be directed to Julie Secontine at 248-431-0274.

AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION AGREEMENT

Effective Date: _____

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL GREEMENT

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

A. "Agreement" means the MI-MABAS Agreement.

B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

C. "Party" means a political subdivision which has entered into this Agreement as a signatory;

D. "Requesting Party" means any Party requesting assistance under this agreement;

E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;

F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;

G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;

J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;

K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.

L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. <u>Establishment of the Executive Board.</u>

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.

C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statues. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.

B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

C. This Agreement shall continue until terminated by the first to occur of the following:

(i) The Association consists of less than two (2) Parties; or,

(ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

_____
Political Entity

_____
Chief Executive Official

_____
Date

Introduced:
Second:

CITY OF MASON
CITY COUNCIL RESOLUTION

APPROVAL OF THE MASON FIRE DEPARTMENT TO PARTICIPATE IN THE INGHAM COUNTY MUTUAL AID BOX ALARM SYSTEM (MABAS)

August 15, 2016

WHEREAS, the City of Mason has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, technical rescue, hazardous incident response, and other emergency response services ("Fire Services");

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents");

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, the City of Mason desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Services;

WHEREAS, the City of Mason desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party;

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response;

WHEREAS, as a result of entering into an interlocal agreement to further improve Fire Services, the Parties are creating the Ingham County MABAS Division; and

WHEREAS, the City of Mason has the authority to execute this Agreement pursuant to resolution of its governing body.

NOW, THEREFORE BE IT RESOLVED, that the City of Mason finds it is in the best interest of its citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the Ingham County MABAS Division and agrees to continue to appoint one member to the MABAS Executive Board.

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, August 15, 2016 the original of which is part of the City Council minutes.

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

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 6F

AGENDA ITEM

Motion - Street Closure Request – Riverwalk Meadows Homeowners Annual Picnic on September 21, 2016

EXHIBITS

Letter of Request – Lori A. Hagle, President, Riverwalk Meadows Homeowners Association, July 26, 2016

STAFF REVIEW

Deborah Cwiertniewicz, City Clerk (Lead)
Don Hanson, Police Sergeant
Kerry Minshall, Fire Chief
Ken Baker, Department of Public Works Director

SUMMARY STATEMENT

The Riverwalk Meadows Homeowners Association is requesting to close traffic to the Raging River cul-de-sac for addresses 408, 409, and 412, Sunday, September 21, 2016, between 4:30 p.m. and 8:00 p.m. to hold its annual neighborhood picnic.

Staff review confirmed that there are no concerns or objections to the event. The DPW estimates costs at $91.00 for delivery and collection of street barricades. However, the applicant may pick up and return the barricades to avoid charges for this service.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL

Move to approve the Riverwalk Meadows Homeowners Association's request for a cul-de-sac street closure at 408, 409, and 412 Raging River in Riverwalk Meadows Subdivision, Sunday, September 21, 2016, between 4:30 p.m. and 8:00 p.m. to allow the neighborhood to hold its annual picnic.

Riverwalk Meadows
Homeowners Association

July 26, 2016

Honorable Mayor and City Councilmembers,

The Riverwalk Meadows Homeowners Association requests that the cul-de-sac on the end of Raging River Road be closed during the neighborhood annual picnic. This year the picnic is scheduled for August 21st from 4:30 PM to 8:00 PM and will assemble in front of the residences of 408, 409, & 412 Raging River Road. The remainder of Raging River Road would stay open for emergency and other access from the north intersections of Raging River Road and Riverwalk Drive or Raging River Road and Howell Road.

If you have any questions or require additional information, please do not hesitate to contact me at (517) 648-3174 or lhagle@fraserlawfirm.com. Thank you for your consideration.

Sincerely,

Lori A. Hagle

Lori A. Hagle, President
Riverwalk Meadows Homeowners Association

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 8A

AGENDA ITEM
Resolution - Approval to Waive the Formal Bid Process and Approve the Purchase of a New Supervisory Control and Data Acquisition (SCADA) Computer and Backup Computer from Automation Engineering Ltd for $22,824.13

EXHIBITS
None

STAFF REVIEW
Ken Baker, DPW Director (Lead)
Tom Silsby, Supt of Public Works

SUMMARY STATEMENT
On July 18, 2016, Mason City Council considered a recommendation by staff to waive the formal bid process and utilize Automation Engineering Ltd. for the purchase of new computers and software. The item was deferred so that staff had time to explore the following issues:

1. alternative companies; and
2. more information on why Windows 7 is being used.

Regarding Item 1:
Staff reached out to three other SCADA integrators to find out what options were available. The hardware and software work together to make the system work as a complete system. The only way for another company to make changes to our system is to replace all the hardware and software. Below is a breakdown of the quotes received to achieve the same results as Automatic Engineering Ltd:

- Windemuller Electric Inc. $200,000.00
- RS Technical services $133,761.85
- Control Dynamics $175,000.00

Regarding Item 2:
The current operating system in place is Windows XP and is no longer supported. The original computer hardware is still being utilized from the last upgrade in 2008. The current license will not transfer to newer computer equipment.

The Firmware and license to operate this hardware is Bristol Babcock (Emerson) specific. The most current operating system that is available for this application is Windows 7.

Staff is requesting Council to waive the formal bid process and approve the purchase of the new computers and software to replace the current computers and software. This software upgrade can only be purchased through a Bristol Babcock (Emerson) Integrator, and Automation Engineering is the DPW integrator that put the original system in place.

This project is in the approved 2016/2017 budget for $35,000. The quote came in under budget at $22,824.13.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL
Approve the resolution to waive the formal bid process and approve the purchase of a SCADA computer and software.

Introduced:
Second:

CITY OF MASON
CITY COUNCIL RESOLUTION

APPROVAL TO WAIVE THE FORMAL BID PROCESS AND APPROVE THE PURCHASE OF A NEW SCADA COMPUTER AND BACKUP COMPUTER FROM AUTOMATION ENGINEERING LTD

August 15, 2016

WHEREAS, the City of Mason budgeted the Supervisory Control and Data Acquisition (SCADA) computer and software replacement in the 2016/2017 budget;

WHEREAS, this is a single source provider for the SCADA project; and

WHEREAS, the quote received from Automation Engineering of $22,824.13 is within the budget of $35,000.00.

BE IT HEREBY RESOLVED that the Mason City Council approves to waive the formal bid process and approve the purchase of a new SCADA computer and backup computer from Automation Engineering Ltd for $22,824.13 and authorizes signature authority to the City Administrator.

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, August 15, 2016, the original of which is part of the City Council minutes.

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

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 8B

AGENDA ITEM
Resolution – Approval of Award of High Service Pump Numbers 2 and 3 Rehabilitation to Kennedy Industries Inc

EXHIBITS
None

STAFF REVIEW
Ken Baker, DPW Director – Lead
Tom Silsby, Supt of Public Works

SUMMARY STATEMENT
The City of Mason Water Plant has three high service pumps that pump all the treated water out to our customers. Each pump is rated to pump 1,500 gallon per minute but high service pump numbers 1, 2 and 3 have dropped production. High service pump number 1 has dropped down to 1,385 (GPM) and high service pump number 2 has dropped to 1,200 GPM and is making a grinding noise in the pump. High service pump number 3 had propped down to 1,100 GPM and has lost the most production. High service pump number 2 was taken apart to check on the grinding noise which showed the impeller was worn out.

The City normally runs one high service pump at a time and rotates pumps each month. Currently high service pump number 1 cannot be rotated since high service pump number 2 has a worn-out impeller and is not safe to run. High service pump number 3 can be run but cannot keep up with regular demands. It is staff's recommendation to rebuild high service pump numbers 2 and 3 during the 2016-2017 budget year and then budget to rebuild high service pump number 1 for the 2017-2018 budget year. Staff advertised for sealed bids to rebuild each pump and below is a breakdown of the bids received on August 3, 2016. Staff recommends awarding the work to Kennedy Industries Inc.

Four bids were received on August 3, 2016:

Kennedy Industries Inc.	$12,975.00/pump
Hydro Dynamics Inc.	$14,450.00/pump
Professional Pump	$19,045.00/pump
Kerr Pump & Supply	$21.775.00/pump

The low bid came in at $12,975.00 as submitted by Kennedy Industries Inc for each pump rehabilitation.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL
Approve resolution to award the High Service Pump numbers 2 and 3 rehabilitation to Kennedy Industries Inc. for $25,950.00.

Introduced:
Second:

CITY OF MASON
CITY COUNCIL RESOLUTION

APPROVAL OF AWARD OF HIGH SERVICE PUMP NUMBERS 2 AND 3 TO KENNEDY INDUSTRIES INC

August 15, 2016

WHEREAS, it is in the best interests of the City of Mason to maintain our water plant; and

WHEREAS, high service pump numbers 2 and 3 are in need of rehabilitation.

NOW THEREFORE BE IT RESOLVED, that the Mason City Council does hereby approve the award of high service pump numbers 2 and 3 rehabilitation to Kennedy Industries Inc in the amount of $25,950.00 and authorizes the City Administrator to execute any other related documents.

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, August 15, 2016 the original of which is part of the City Council minutes.

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

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 8C

AGENDA ITEM
Discussion- Formal Opinion on Canceling City Council Meetings

EXHIBITS
Excerpt City Council Minutes 11.17.2014

STAFF REVIEW
City Administrator

SUMMARY STATEMENT
At the July 18, 2016 meeting, the City Council discussed the recent cancelation of meetings and whether it was allowed under our Charter. Section 6.1 of our City Charter states, "The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month." There was a unanimously approved motion at that meeting to "request a formal written opinion on the matter of City Council's authority to cancel meetings by the Charter."

Since that meeting, the Mayor provided the attached minutes and requested that the City Council discuss this again to determine whether the expense of a formal opinion is necessary. He was clear that he did not request overruling the action, but asked for a delay of any request to the Attorney until the Council could discuss again with complete information.

CITY ADMINISTRATOR'S RECOMMENDED ACTIONS BY CITY COUNCIL

1. No action and motion will stand requesting formal opinion from City Attorney; **or**
2. Motion to Rescind the motion from the July 18, 2016 meeting requesting a formal opinion from the City Attorney.

With either option, the City Administrator recommends amending the Rules of Order for the City Council Boards, Commissions in the near future to establish protocol for cancelling any meeting and make other updates that are required.

located at 1020 East Ash Street. At its October 20, 2014 meeting, Council requested Mr. Haywood to obtain information from the contractors explaining the basis of their quote and to provide Council with the proposals for asbestos abatement.

It was discussed that the ALAM Inc., proposal did not include adding the tar roof. The addition of the tar roof cost brings the proposal closer in range to the other two quotes. Because water is used in the tar roof process, it was stated that the approximate $1,800 anti-freeze fee could have been avoided if the quotes received in August had been presented to Council before October.

> MOTION by Naeyaert, second by Droscha,
> to accept the proposal from ALAM Inc. in the amount of $10,780 and authorize the City Administrator to enter into an agreement for asbestos abatement services at 1020 East Ash Street.
> Yes (6) Brown, Clark, Droscha, Ferris, Mulvany, Naeyaert
> No (1) Bruno
> MOTION APPROVED

UNFINISHED BUSINESS

Discussion was held concerning implementing a new form for the administrator's evaluation this year. Colburn stated he had completed his portion of the process and asked if the new process could be considered for next year. Council agreed. Mr. Colburn disseminated completed copies of his portion of the process to each council member.

Also discussed was the City Charter mandate that calls for two City Council meetings to be held each month. McGinty stated that there are legitimate reasons for cancelling a meeting, such as the lack of a quorum. As in the case of the first meeting in November, the pressures of the election were a legitimate reason to not comply with the Charter. The determination by Council was in recognition that it would be administratively difficult because the room is utilized for election precincts, and there is no other available room for Council to meet in. Public notice would need to be provided. Also, the approved schedule would need to be amended to set a second meeting date. Council may determine to cancel any meeting for a legitimate reason.

NEW BUSINESS

It was discussed that the street sign at Kerns Road has yet to be replaced with the correct spelling of the road. Also, the street sign for Maine Court has Maine Street on the reverse side.

CORRESPONDENCE

All correspondence was distributed. Attorney McGinty provided a letter of retirement, effective December 31, 2014, and a proposal for transition with his law firm.

LIAISON REPORTS

- Brown informed Council regarding the Sesquicentennial Committee business
- Mulvany informed Council regarding Historic District Commission business
- Naeyaert informed Council regarding Planning Commission business
- Clark informed Council regarding Downtown Development Authority business

COUNCILMEMBER REPORTS

None.

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: August 15, 2016 **Agenda Item:** 9A

AGENDA ITEM

Motion - Designation of Voting Delegate and Alternate for Michigan Municipal League (MML) Annual Business Meeting

EXHIBITS

MML Correspondence

STAFF REVIEW

None

SUMMARY STATEMENT

The Annual Michigan Municipal League (MML) Convention will be held on Mackinaw Island, September 14 - 16, 2016. The Annual Business Meeting is scheduled to be held Wednesday, September 14, 2016, at 1:30 p.m. In accordance with the League Bylaws, Council is requested to designate, by formal action, one official who will attend the Convention as your official voting representative and one alternate. The official representative has voting privilege in the election of trustees, on policy, and other business.

CITY ADMINISTRATOR'S RECOMMENDED ACTION BY CITY COUNCIL

Move to appoint one official to serve as the City of Mason principal official representative and one other official to serve as an alternate to attend the 2016 MML Annual Business Meeting.

MML Home

MICHIGAN MUNICIPAL LEAGUE

CONVENTION

Mackinac Island • September 14-16, 2016

Convention Agenda-at-a-glance

All events take place at the Grand Hotel.

Wed. Sept. 14, 2016

8:30 am – 5:30 pm	Convention Registration
9:00 am – Noon	Convention Workshops
9:00 am	Board of Trustees Meeting
1:00 – 1:30 pm	Delegate Check-in
1:30 – 2:30 pm	Annual Business Meeting
3:00 – 5:00 pm	General Session • Welcome • Community Excellence Award Presentations • Facilitating Meaningful Civic Engagement: How Your Residents Can Make a Difference – *Suzanne Schulz*
5:30 – 6:30 pm	Elected Officials Academy Board Meeting
5:30 – 6:00 pm	Meet-Ups

Convention Blog

Partner Up for Great Community Results!
August 11, 2016

Join the Conversation with New Meet-Ups!
July 25, 2016

Your Residents Can Make a Difference!
July 18, 2016

Follow Me On The Web!

The Conversation

Thurs., Sept. 15, 2016

7:30 am – 5:00 pm	Convention Registration
7:30 – 8:30 am	Michigan Association of Mayors Breakfast and Annual Meeting
8:30 – 9:45 am	Breakout Sessions
10:00 am – Noon	General Session • The State of Your League – *Daniel P. Gilmartin, Executive Director & CEO, Michigan Municipal League* • From Pork to Pollinators" How Michigan Can and Should Overhaul Its Economic Development Practices – *Michael Shuman*
Noon – 1:00 pm	Lunch
Noon – 1:00 pm	Michigan Black Caucus of Local Elected Officials (MBC-LEO Lunch and Meeting)
1:30 – 2:00 pm	Meet-Ups
2:00 – 3:30 pm	General Session • How Community Partnerships are Critical to Vibrant Communities – *Renee Johnston, Marilyn Schlack*
3:45 – 5:00 pm	Breakout Sessions
5:30 – 6:00 pm	Meet-Ups
6:00 – 7:00 pm	Foundation Reception

Fri., Sept. 16, 2016

7:30 – 11:00 am	Convention Registration
7:30 – 8:30 am	MWIG Breakfast
9:00 – 10:15 am	Breakout Sessions
10:30 am – Noon	Closing General Session • New League President – Rosalynn Bliss • Growing Communities Together – Ebrahim Varachia • Announce Community Excellence Award "Race for the Cup" Winner
Noon	Adjourn

#mmlconv

Matt Bach Retweeted

The League
@MMLeague

Hurry! @MMLeague rate at Grand Hotel ends tomorrow. Register for #mmlconv today! bit.ly/1puo8pl

1h

The League
@MMLeague

Hurry! @MMLeague rate at Grand Hotel ends tomorrow. Register for #mmlconv today! bit.ly/1puo8pl

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
000.00		124,430.00	0.00	0.00	124,430.00	0.00
215.00	CLERK	500.00	0.00	0.00	500.00	0.00
254.00	TREASURER/FINANCE	5,008,050.00	2,559,645.10	2,559,645.10	2,448,404.90	51.11
271.00	FORESTRY	31,270.00	0.00	0.00	31,270.00	0.00
276.00	CEMETERY	35,625.00	3,179.00	3,179.00	32,446.00	8.92
301.00	POLICE DEPARTMENT	78,235.00	35,467.39	35,467.39	42,767.61	45.33
336.00	FIRE DEPARTMENT	180,320.00	125.00	125.00	180,195.00	0.07
528.00	REFUSE COLLECTION	359,100.00	354,392.40	354,392.40	4,707.60	98.69
747.00	COMMUNITY GARDEN	375.00	0.00	0.00	375.00	0.00
751.00	RECREATION	5,000.00	935.00	935.00	4,065.00	18.70
850.00	WORKERS COMPENSATION	77,910.00	0.00	0.00	77,910.00	0.00
TOTAL Revenues		5,900,815.00	2,953,743.89	2,953,743.89	2,947,071.11	50.06
Expenditures						
101.00	COUNCIL	40,005.00	0.00	0.00	40,005.00	0.00
172.00	ADMINISTRATOR	242,470.00	12,986.02	12,986.02	229,483.98	5.36
209.00	ASSESSING	51,295.00	4,102.23	4,102.23	47,192.77	8.00
215.00	CLERK	142,830.00	9,016.75	9,016.75	133,813.25	6.31
247.00	BOARD OF REVIEW	650.00	60.00	60.00	590.00	9.23
254.00	TREASURER/FINANCE	522,155.00	29,716.30	29,716.30	492,438.70	5.69
260.00	TECHNOLOGY	67,445.00	520.26	520.26	66,924.74	0.77
265.00	BUILDING OFFICIAL/CITY HALL	225,780.00	9,866.88	9,866.88	215,913.12	4.37
266.00	LEGAL/ATTORNEY	100,000.00	8,672.15	8,672.15	91,327.85	8.67
268.00	PARK STREET PROPERTY	10,870.00	0.00	0.00	10,870.00	0.00
269.00	PROPERTY	429,755.00	0.00	0.00	429,755.00	0.00
271.00	FORESTRY	78,290.00	3,399.27	3,399.27	74,890.73	4.34
272.00	ADMINISTRATIVE SERVICES	143,445.00	2,371.00	2,371.00	141,074.00	1.65
276.00	CEMETERY	219,200.00	7,624.37	7,624.37	211,575.63	3.48
305.00	POLICE ADMINISTRATION	340,405.00	18,638.14	18,638.14	321,766.86	5.48
315.00	CROSSING GUARDS	28,920.00	0.00	0.00	28,920.00	0.00
316.00	POLICE PATROLLING	1,038,040.00	54,441.49	54,441.49	983,598.51	5.24
336.00	FIRE DEPARTMENT	489,345.00	12,804.12	12,804.12	476,540.88	2.62
380.00	PLANNING/ZONING OFFICIAL	130,085.00	8,770.40	8,770.40	121,314.60	6.74
426.00	CIVIL DEFENSE	1,855.00	1,200.00	1,200.00	655.00	64.69
428.00	DISASTER ACCOUNT	100.00	0.00	0.00	100.00	0.00
441.00	PUBLIC SERVICES	6,530.00	336.64	336.64	6,193.36	5.16
447.00	ENGINEERING	300.00	0.00	0.00	300.00	0.00
448.00	STREET LIGHTING	94,990.00	4,133.47	4,133.47	90,856.53	4.35
458.00	SIDEWALK CONSTRUCTION-REPAIR	2,090.00	0.00	0.00	2,090.00	0.00
528.00	REFUSE COLLECTION	358,230.00	28,455.46	28,455.46	329,774.54	7.94
747.00	COMMUNITY GARDEN	290.00	29.52	29.52	260.48	10.18
756.00	PARKS AND BALL DIAMONDS	210,005.00	10,744.94	10,744.94	199,260.06	5.12
775.00	SENIOR CITIZENS	8,090.00	125.00	125.00	7,965.00	1.55
790.00	LIBRARY	52,700.00	0.00	0.00	52,700.00	0.00
806.00	CHRISTMAS DECORATIONS	6,350.00	0.00	0.00	6,350.00	0.00
807.00	CABLE COMMISSION	3,920.00	0.00	0.00	3,920.00	0.00
808.00	PLANNING COMMISSION	1,085.00	3.49	3.49	1,081.51	0.32
850.00	WORKERS COMPENSATION	77,910.00	17,821.00	17,821.00	60,089.00	22.87
855.00	RETIREE BENEFITS	123,160.00	19,078.02	19,078.02	104,081.98	15.49
890.00	CONTINGENCIES	75,525.00	0.00	0.00	75,525.00	0.00
999.00	SURPLUS	576,700.00	0.00	0.00	576,700.00	0.00
TOTAL Expenditures		5,900,815.00	264,916.92	264,916.92	5,635,898.08	4.49

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		5,900,815.00	2,953,743.89	2,953,743.89	2,947,071.11	50.06
TOTAL EXPENDITURES		5,900,815.00	264,916.92	264,916.92	5,635,898.08	4.49
NET OF REVENUES & EXPENDITURES		0.00	2,688,826.97	2,688,826.97	(2,688,826.97)	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREETS FUND						
Revenues						
000.00		992,255.00	0.00	0.00	992,255.00	0.00
TOTAL Revenues		992,255.00	0.00	0.00	992,255.00	0.00
Expenditures						
000.00		155,495.00	0.00	0.00	155,495.00	0.00
451.00	STREET/ROAD CONSTRUCTION	547,100.00	0.00	0.00	547,100.00	0.00
463.00	STREET MAINTENANCE	147,880.00	10,707.82	10,707.82	137,172.18	7.24
474.00	TRAFFIC SERVICES	32,030.00	2,915.50	2,915.50	29,114.50	9.10
478.00	WINTER MAINTENANCE	42,450.00	0.00	0.00	42,450.00	0.00
482.00	STREET ADMIN/GEN EXP	67,300.00	0.00	0.00	67,300.00	0.00
TOTAL Expenditures		992,255.00	13,623.32	13,623.32	978,631.68	1.37
Fund 202 - MAJOR STREETS FUND:						
TOTAL REVENUES		992,255.00	0.00	0.00	992,255.00	0.00
TOTAL EXPENDITURES		992,255.00	13,623.32	13,623.32	978,631.68	1.37
NET OF REVENUES & EXPENDITURES		0.00	(13,623.32)	(13,623.32)	13,623.32	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 203 - LOCAL STREETS FUND						
Revenues						
000.00		635,895.00	0.00	0.00	635,895.00	0.00
TOTAL Revenues		635,895.00	0.00	0.00	635,895.00	0.00
Expenditures						
451.00	STREET/ROAD CONSTRUCTION	361,800.00	0.00	0.00	361,800.00	0.00
463.00	STREET MAINTENANCE	158,145.00	4,014.87	4,014.87	154,130.13	2.54
474.00	TRAFFIC SERVICES	12,890.00	99.03	99.03	12,790.97	0.77
478.00	WINTER MAINTENANCE	37,270.00	0.00	0.00	37,270.00	0.00
482.00	STREET ADMIN/GEN EXP	65,790.00	0.00	0.00	65,790.00	0.00
TOTAL Expenditures		635,895.00	4,113.90	4,113.90	631,781.10	0.65
Fund 203 - LOCAL STREETS FUND:						
TOTAL REVENUES		635,895.00	0.00	0.00	635,895.00	0.00
TOTAL EXPENDITURES		635,895.00	4,113.90	4,113.90	631,781.10	0.65
NET OF REVENUES & EXPENDITURES		0.00	(4,113.90)	(4,113.90)	4,113.90	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
000.00		149,800.00	50,725.43	50,725.43	99,074.57	33.86
TOTAL Revenues		149,800.00	50,725.43	50,725.43	99,074.57	33.86
Expenditures						
000.00		149,800.00	0.00	0.00	149,800.00	0.00
TOTAL Expenditures		149,800.00	0.00	0.00	149,800.00	0.00
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		149,800.00	50,725.43	50,725.43	99,074.57	33.86
TOTAL EXPENDITURES		149,800.00	0.00	0.00	149,800.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	50,725.43	50,725.43	(50,725.43)	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 250 - LOCAL DEV. FINANCE AUTHORITY						
Revenues						
000.00		1,080,475.00	1,259,703.03	1,259,703.03	(179,228.03)	116.59
TOTAL Revenues		1,080,475.00	1,259,703.03	1,259,703.03	(179,228.03)	116.59
Expenditures						
691.00	L.D.F.A.	1,080,475.00	0.00	0.00	1,080,475.00	0.00
TOTAL Expenditures		1,080,475.00	0.00	0.00	1,080,475.00	0.00
Fund 250 - LOCAL DEV. FINANCE AUTHORITY:						
TOTAL REVENUES		1,080,475.00	1,259,703.03	1,259,703.03	(179,228.03)	116.59
TOTAL EXPENDITURES		1,080,475.00	0.00	0.00	1,080,475.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,259,703.03	1,259,703.03	(1,259,703.03)	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 297 - ECONOMIC DEVELOPMENT COMM.						
Revenues						
000.00		21,940.00	0.00	0.00	21,940.00	0.00
TOTAL Revenues		21,940.00	0.00	0.00	21,940.00	0.00
Expenditures						
000.00		21,940.00	0.00	0.00	21,940.00	0.00
TOTAL Expenditures		21,940.00	0.00	0.00	21,940.00	0.00
Fund 297 - ECONOMIC DEVELOPMENT COMM.:						
TOTAL REVENUES		21,940.00	0.00	0.00	21,940.00	0.00
TOTAL EXPENDITURES		21,940.00	0.00	0.00	21,940.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 592 - WATER/SEWER FUND						
Revenues						
000.00		5,967,740.00	244,527.61	244,527.61	5,723,212.39	4.10
TOTAL Revenues		5,967,740.00	244,527.61	244,527.61	5,723,212.39	4.10
Expenditures						
545.00	WATER & SEWER ADMINISTRATION	154,585.00	9,697.28	9,697.28	144,887.72	6.27
546.00	SEWER IMPROVEMENT	39,365.00	0.00	0.00	39,365.00	0.00
548.00	SEWER MAINTENANCE	266,750.00	4,395.24	4,395.24	262,354.76	1.65
555.00	WASTEWATER TREATMENT PLANT	2,830,305.00	40,574.62	40,574.62	2,789,730.38	1.43
556.00	WATER MAINTENANCE	484,105.00	23,065.58	23,065.58	461,039.42	4.76
557.00	STORM SEWER PROGRAM	20,795.00	0.00	0.00	20,795.00	0.00
558.00	WATER IMPROVEMENT	624,445.00	1,178.08	1,178.08	623,266.92	0.19
559.00	WATER TREATMENT PLANT	872,390.00	18,515.04	18,515.04	853,874.96	2.12
566.00	ALLOWANCE FOR DEPRECIATION	675,000.00	0.00	0.00	675,000.00	0.00
TOTAL Expenditures		5,967,740.00	97,425.84	97,425.84	5,870,314.16	1.63
Fund 592 - WATER/SEWER FUND:						
TOTAL REVENUES		5,967,740.00	244,527.61	244,527.61	5,723,212.39	4.10
TOTAL EXPENDITURES		5,967,740.00	97,425.84	97,425.84	5,870,314.16	1.63
NET OF REVENUES & EXPENDITURES		0.00	147,101.77	147,101.77	(147,101.77)	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 612 - MASON BUILDING AUTHORITY						
Revenues						
000.00		39,730.00	0.00	0.00	39,730.00	0.00
TOTAL Revenues		39,730.00	0.00	0.00	39,730.00	0.00
Expenditures						
000.00		39,730.00	0.00	0.00	39,730.00	0.00
TOTAL Expenditures		39,730.00	0.00	0.00	39,730.00	0.00
Fund 612 - MASON BUILDING AUTHORITY:						
TOTAL REVENUES		39,730.00	0.00	0.00	39,730.00	0.00
TOTAL EXPENDITURES		39,730.00	0.00	0.00	39,730.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 661 - MOTOR VEHICLE POOL						
Revenues						
000.00		448,410.00	0.00	0.00	448,410.00	0.00
TOTAL Revenues		448,410.00	0.00	0.00	448,410.00	0.00
Expenditures						
567.00	SHOP & BLDG. MAINTENANCE	49,645.00	177.55	177.55	49,467.45	0.36
568.00	EQUIPMENT MAINTENANCE	199,915.00	10,678.74	10,678.74	189,236.26	5.34
901.00	EQUIPMENT-CAPITAL OUTLAY	198,850.00	11,292.00	11,292.00	187,558.00	5.68
TOTAL Expenditures		448,410.00	22,148.29	22,148.29	426,261.71	4.94
Fund 661 - MOTOR VEHICLE POOL:						
TOTAL REVENUES		448,410.00	0.00	0.00	448,410.00	0.00
TOTAL EXPENDITURES		448,410.00	22,148.29	22,148.29	426,261.71	4.94
NET OF REVENUES & EXPENDITURES		0.00	(22,148.29)	(22,148.29)	22,148.29	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 702 - RAYNER BOND FUND						
Revenues						
000.00		19,200.00	0.00	0.00	19,200.00	0.00
TOTAL Revenues		19,200.00	0.00	0.00	19,200.00	0.00
Expenditures						
000.00		19,200.00	0.00	0.00	19,200.00	0.00
TOTAL Expenditures		19,200.00	0.00	0.00	19,200.00	0.00
Fund 702 - RAYNER BOND FUND:						
TOTAL REVENUES		19,200.00	0.00	0.00	19,200.00	0.00
TOTAL EXPENDITURES		19,200.00	0.00	0.00	19,200.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 711 - CEMETERY TRUST FUND						
Revenues						
000.00		4,100.00	785.00	785.00	3,315.00	19.15
TOTAL Revenues		4,100.00	785.00	785.00	3,315.00	19.15
Expenditures						
000.00		4,100.00	0.00	0.00	4,100.00	0.00
TOTAL Expenditures		4,100.00	0.00	0.00	4,100.00	0.00
Fund 711 - CEMETERY TRUST FUND:						
TOTAL REVENUES		4,100.00	785.00	785.00	3,315.00	19.15
TOTAL EXPENDITURES		4,100.00	0.00	0.00	4,100.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	785.00	785.00	(785.00)	100.00

PERIOD ENDING 07/31/2016

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 07/31/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 812 - SPECIAL ASSESSMENT FUND						
Revenues						
000.00		154,450.00	28,206.78	28,206.78	126,243.22	18.26
TOTAL Revenues		154,450.00	28,206.78	28,206.78	126,243.22	18.26
Expenditures						
000.00		154,450.00	0.00	0.00	154,450.00	0.00
TOTAL Expenditures		154,450.00	0.00	0.00	154,450.00	0.00
Fund 812 - SPECIAL ASSESSMENT FUND:						
TOTAL REVENUES		154,450.00	28,206.78	28,206.78	126,243.22	18.26
TOTAL EXPENDITURES		154,450.00	0.00	0.00	154,450.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	28,206.78	28,206.78	(28,206.78)	100.00
TOTAL REVENUES - ALL FUNDS		15,414,810.00	4,537,691.74	4,537,691.74	10,877,118.26	2.61
TOTAL EXPENDITURES - ALL FUNDS		15,414,810.00	402,228.27	402,228.27	15,012,581.73	2.61
NET OF REVENUES & EXPENDITURES		0.00	4,135,463.47	4,135,463.47	(4,135,463.47)	100.00

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

MEMORANDUM

TO: Mason City Council

FROM: Thomas M. Hitch, City Attorney

RE: **CITY ATTORNEY REPORT**

DATE: August 11, 2016

The following is my report to the City Council on several issues in which our office has been engaged:

1. ***J & J Properties v City of Mason, et al***

I have been advised that we are still awaiting final approval of the language from Consumers Energy, but my understanding is that we are very close. With that in mind, I hope to present the two agreements to the City Council at the first meeting in September. In the meantime, in anticipation of the approval, the parties are now working on the documents and the financing mechanism. To that end, I will be hosting a conference call on Thursday, August 11, 2016, to work out issues regarding ownership during the bidding process (ultimately, the City of Mason will own the drain) and the other issues necessary to permit the letting out of the bids.

I will keep the Council advised.

2. ***Marcia O'Brien and Richard O'Brien v City of Mason, et al***

The parties have exchanged the first set of documents and are now in the midst of discovery and sending out additional requests for information from each party. Again, I will keep the Council advised.

3. **Riverwalk Easements**

In researching title on property owned by George Hayhoe, it was discovered that easements granted by George Hayhoe to the City for the Riverwalk to not appear to have been recorded. We have looked for the originals and have been unable to find them. I am in the process of reproducing the original easements (with updated information) and will have them executed so that the easements previously authorized by Council can be recorded.

4. July Police and Code Enforcement Activity

In July, there were 17 pre-trials and one jury selection. There were three arraignments.

We have five active retail fraud participants in the Diversion Program. We met with two participants to check their progress in completing the program. One participant completed the program. One failed to complete the program and we will be filing a Complaint and Warrant for retail fraud in the future. We have extended an invitation one individual for the Minor in Possession Program. We are in the process of extending invitations to six individuals for the Marijuana Diversion Program.

bks