

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, January 17, 2011

7:30 p.m.

Revised Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Invocation
4. Announcements
5. People from the Floor
6. Introductions
7. Presentations
8. Consent Agenda
 - A. Approval of Minutes – Regular Council Meeting: January 3, 2011
 - B. Approval of Bills
 - C. Resolution No. 2011-03 – Appointment by the City Council to the Election Commission
 - D. Motion – Excused Absence – Councilmember Tornholm
9. Regular Business
 - A. Motion – Directory of Charges
 - B. Motion – City of Mason Fire Department Mutual Aid Agreements
10. Unfinished Business
11. New Business
12. Correspondence
 - Mason Area Chamber of Commerce 2011 Awards Dinner
 - Monthly Revenue/Expenditure Report
 - Quarterly Investment Report
13. Liaison Reports
14. Councilmember Reports
15. Administrator's Report
 - Annual Budget Workshops
 - Mason Care Free Clinic
16. Executive Session
 - Attorney/Client Privileged Communication
 - Property Acquisition
17. Adjournment

**CITY OF MASON
REGULAR CITY COUNCIL MEETING
MINUTES OF JANUARY 3, 2011**

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

Present: Councilmembers: Bruno, Clark, Ferris, Johnson, Naeyaert, Tornholm, Waltz
Absent: Councilmember: None
Also present: Martin A. Colburn, City Administrator
Deborah Cwierniewicz, City Clerk
Eric Smith, Finance Director/Treasurer
Dennis McGinty, City Attorney

UNFINISHED BUSINESS

Approval of Minutes – Regular Council Meeting: December 20, 2010

The Minutes of December 20, 2010 were approved by consensus as presented.

Approval of Bills

MOTION by Bruno, second by Naeyaert,
to approve the bills in the amount of \$21,633.43.
MOTION APPROVED UNANIMOUSLY

Resolution No. 2010-48 – City Administrator Performance Evaluation for 2010 Calendar Year

MOTION by Naeyaert, second by Waltz,
to consider Resolution No. 20101-48 as read.
MOTION APPROVED UNANIMOUSLY

Resolution No. 2010-48 was introduced by Waltz and seconded by Bruno.

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2010-48
CITY ADMINISTRATOR PERFORMANCE EVALUATION
FOR 2010 CALENDAR YEAR
January 3, 2011**

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

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

WHEREAS, on December 20, 2010, the City Council met for the purpose of reviewing the "City Administrator Self-Evaluation Form" and the composite "City Administrator Performance Evaluation Form" for the purpose of general discussion regarding the job performance of City Administrator Martin A. Colburn, for the purpose of developing specific performance objectives for the City Administrator for the upcoming twelve months, and for the purpose of discussing revision of the Employment Contract between Administrator Colburn and the City Council; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council remains satisfied with Administrator Colburn in his management of, and service to, the City of Mason. Administrator Colburn continues to meet the job performance expectations of the Council. The Council feels that Administrator Colburn leads City operations in a manner generally consistent with the collective goals and ideals of the Council, as well as those of the city as a whole; and

BE IT FURTHER RESOLVED, that the following is a summary of the performance of Administrator Colburn arranged according to the major categories listed on the composite "City Administrator Performance Evaluation Form":

Professionalism

In the area of Professionalism, Mr. Colburn more than met Council expectations.

Relationship with Council

In regard to his relationship with the Council, Mr. Colburn met the Council's expectations.

Policy Execution

In regard to Policy Execution, Mr. Colburn met Council expectations.

Reporting

In regard to Reporting, Mr. Colburn met Council expectations.

Public Relations

In regard to Public Relations, Mr. Colburn more than met Council expectations

Staffing

In regard to Staffing, Mr. Colburn met Council expectations.

Fiscal Management

In regard to Fiscal Management, Mr. Colburn more than met Council expectations.

Specific Objectives

In regard to Fiscal Management, Mr. Colburn more than met Council expectations.

BE IT FURTHER RESOLVED, that the City Council does hereby establish the following specific Council objectives for Administrator Colburn for the 2011 calendar year:

- A. *Obtain the DEQ permit allowing the city to proceed with Franklin Farms Drive extension.*
- B. *Continue the process to update the current master plan.*
- C. *Update the current finance and purchasing policies into a new document.*
- D. *Address an ordinance toward improving residential living conditions in rental properties.*
- E. *Direct efforts to develop and maintain additional health care services and facilities within the city.*
- F. *Develop and establish a timeline and plan for repairing and maintaining all city buildings with the DPW facilities as first priority.*
- G. *Review ordinances pertaining to downtown loft apartments and develop amendments to address landlords providing adequate parking.*
- H. *Develop an ongoing two-way conduit of information between the city council and the planning commission involving the master plan update.*
- I. *Establish long term plans with the city council, to identify and address future needs associated with potential charges in the city's population.*
- J. *Improve the multimedia technology in council chambers and begin streaming city council meetings live on the web.*
- K. *Re-evaluate all staffing, but in particular, the administrative services director, zoning and development department, and the dual role of the city administrator as the DPW director.*
- L. *Develop a training program for front line supervisors and department managers, and for long term inter-action between all employees.*

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

BE IT FINALLY RESOLVED, that in accordance with City Council Resolution No. 2005-06, a copy of this resolution along with the "City Administrator Self-Evaluation Form" and composite "City Administrator Performance Evaluation Form" shall be placed in the personnel file of City Administrator Martin A. Colburn.

Yes (6) Clark, Ferris, Johnson, Naeyaert, Tornholm, Waltz

No (1) Bruno

RESOLUTION APPROVED

Resolution No. 2010-49 – City Administrator Employment Contract Amendment No. 9

MOTION by Naeyaert, second by Ferris,
to consider Resolution No. 2010-49 as read.
MOTION CARRIED UNANIMOUSLY

Resolution No. 2010-49 was introduced by Bruno and seconded by Waltz.

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2010-49
CITY ADMINISTRATOR EMPLOYMENT CONTRACT AMENDMENT #9
January 3, 2011**

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

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

BE IT FURTHER RESOLVED, that the City Council does hereby authorize the Mayor to execute the Employment Contract between Martin A. Colburn and the City Council of the City of Mason incorporating the revisions proposed herein, effective January 1, 2011.

RESOLUTION APPROVED UNANIMOUSLY

MOTION by Waltz, second by Naeyaert,
to amend the agenda by inserting Item No. 6 as *Oath of Office* and adjusting the remaining items accordingly.

MOTION APPROVED UNANIMOUSLY

ADJOURN SINE DIE – 2009/2010 COUNCIL

The 2009/2010 City Council adjourned sine die at 7:43 p.m.

OATH OF OFFICE

Cwiertniewicz administered the oath of office to Robin Naeyaert, Neal Johnson, and Jon Droscha.

ELECTION OF MAYOR AND MAYOR PRO TEM FOR 2010-2011

Cwiertniewicz opened nominations for Mayor.

Ferris nominated Leon Clark for Mayor.

No other nominations were made.

Cwiertniewicz closed nominations and the vote was called.

LEON CLARK ELECTED MAYOR UNANIMOUSLY

Cwiertniewicz opened nominations for Mayor Pro Tem.

Naeyaert nominated Michael Waltz for Mayor Pro Tem.

No other nominations were made.

Cwiertniewicz closed nominations and the vote was called.

MICHAEL WALTZ ELECTED MAYOR PRO TEM UNANIMOUSLY

ANNOUNCEMENTS

- Mason First United Methodist Church will host a special blood drive Friday, January 7, 2011.

PEOPLE FROM THE FLOOR

None.

INTRODUCTIONS

None.

PRESENTATIONS

None.

CONSENT AGENDA

MOTION by Tornholm, second by Waltz,
to approve the Consent Agenda as follows:

- A. Resolution No. 2011-01 – City Council & Planning Commission Meeting Dates

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2011-01
ESTABLISHMENT OF CITY COUNCIL AND PLANNING COMMISSION
MEETING DATES FOR THE YEAR 2011
January 3, 2011**

BE IT HEREBY RESOLVED by the City Council of the City of Mason that the following are the dates of the regular **City Council** meetings for the calendar year 2011, and that said meetings are to be held on the first and third Mondays of each month, with two holiday exceptions scheduled as a *Tuesday meeting,

January 3 and 17	July *5 and 18
February 7 and 21	August 1 and 15
March 7 and 21	September *6 and 19
April 4 and 18	October 3 and 17
May 2 and 16	November 7 and 21
June 6 and 20	December 5 and 19; and

BE IT FURTHER RESOLVED, that the following are the dates of the regular **Planning Commission** meetings for the calendar year 2011, and that said meetings are to be held on the second Tuesday after the first Monday of the respective months

January 11	May 10	September 13
February 15	June 14	October 11
March 15	July 12	November 1
April 12	August 9	December 13; and

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

Planning Commission's meetings to commence at 6:30 p.m.; and

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

B. Resolution No. 2011-02 – Resolution to Exclude Temporary Employees from Membership in MERS Under Plan Document Section 3(2)

CITY COUNCIL RESOLUTION NO 2011-02
RESOLUTION TO EXCLUDE TEMPORARY EMPLOYEES FROM MEMBERSHIP IN MERS UNDER PLAN DOCUMENT SECTION 3(2)



TEMPORARY EMPLOYEES who are employed in positions normally requiring less than 6 or more whole months, not to exceed 12 months of work may be excluded by Resolution of the Governing Body from membership in the Municipal Employees' Retirement System (MERS). Temporary employees must be notified in writing by the participating municipality that they are excluded from membership. In accordance with Section 3(2) of the MERS Plan Document, the

City Council _____ of City of Mason _____ 330401
(Governing Body) (name of Participating Municipality) (Municipality #)

Formally elects to **EXCLUDE** effective February _____, 2011, all employees
(Month) *Effective date must be on the first (1st)
in positions requiring less than 12 whole months in these Divisions:
(specify number between 6 through 12)

All Divisions

OR

Divisions _____
(specify by Division Name and Number)

I hereby certify that the above is a true copy of a Resolution adopted at the meeting
of the governing body held on January 3 _____, 2011
(Date)

(Signature of Authorized Official)

(Title)

F84 Resol exclude temp ees 5-29-07

MOTION APPROVED UNANIMOUSLY

REGULAR BUSINESS

None.

UNFINISHED BUSINESS

Discussion was held to revise the Rules of Order.

NEW BUSINESS

None.

CORRESPONDENCE

All correspondence was distributed.

LIAISON REPORTS

- Naeyaert informed Council regarding current Planning Commission business.

COUNCILMEMBER REPORTS

None.

ADMINISTRATOR'S REPORT

Colburn informed the Council regarding current City business.

ADJOURNMENT

The meeting adjourned at 7:49 p.m.

Deborah J. Cwierniewicz, City Clerk

Leon R. Clark, Mayor

01/14/2011 09:48 AM
User: TF
DB: Mason City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON

EXP CHECK RUN DATES 01/07/2011 - 01/18/2011
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

COUNCIL REPORT
MONDAY, JANUARY 17, 2011

Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Invoice Date	Amount
06738	BESCO WATER TREATMENT INC		
1461031 592-559.00-757.000	98 BAGS OF SALT 98 BAGS OF SALT	01/14/2011	609.56
		VENDOR TOTAL:	609.56
06474	CONSUMERS ENERGY		
JAN 11	GAS/ELECT 11/19 - 12/23/10	01/11/2011	
101-265.00-920.000	GAS/ELECT 11/19 - 12/21/10		8,131.41
101-336.00-920.000	GAS/ELECT 11/19 - 12/21/10		1,432.76
101-448.00-926.000	ELECTRICITY 11/19 - 12/21/10		1,774.18
592-555.00-920.000	WWTP GAS 11/23 - 12/23/10		7,775.59
592-556.00-920.000	ELECTRICITY 11/19 - 12/21/10		1,444.63
592-559.00-920.000	GAS/ELECT 11/19 - 12/20/10		4,941.65
661-567.00-920.000	GAS/ELECT 11/19 - 12/21/10		1,272.32
			26,772.54
JAN 2011	ELECT 12/1 - 12/23/10	01/14/2011	
101-448.00-926.000	ELECT 12/1 - 12/23/10		9,219.45
		VENDOR TOTAL:	35,991.99
06042	DORNBOS SIGN & SAFETY INC		
52375 202-451.00-970.211	27 - 35MPH SIGNS 27 - 35MPH SIGNS	01/14/2011	834.84
		VENDOR TOTAL:	834.84
07468	FIFTH THIRD BANK		
JAN 11 STRESSMAN	REPAIR RADIO EQUIP 4954-SUR-US	01/11/2011	
101-305.00-757.000	REPAIR RADIO EQUIP 4954-SUR-US		505.00
		VENDOR TOTAL:	505.00
06146	HONEYWELL, INC.		
3518915 101-790.00-920.006	2/15/11 - 5/14/11 LIBRARY MAINT & OP 2/15/11 - 5/14/11 LIBRARY MAINT & OP	01/14/2011	1,246.00
		VENDOR TOTAL:	1,246.00
06004	HSC SERVICES INC		
12282 101-209.00-818.000	JAN 11 ASSESSING MAINT JAN 11 ASSESSING MAINT	01/14/2011	3,600.00
		VENDOR TOTAL:	3,600.00
05163	INGHAM COUNTY CONTROLLERS OFFICE		
106-11 101-336.00-818.000	MFD RADIO FEES 10/1 - 12/31/10 27 PORTABLE UNITS 10/1 - 12/31/10	01/14/2011	647.16
		VENDOR TOTAL:	647.16

01/14/2011 09:48 AM
User: TF
DB: Mason City


INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MASON

EXP CHECK RUN DATES 01/07/2011 - 01/18/2011
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

COUNCIL REPORT
MONDAY, JANUARY 17, 2011

Vendor Code	Vendor Name	Invoice Date	Amount
Invoice GL Number	Invoice Description GL Description		
05050	LANSING ICE & FUEL		
083054-1036501 101-336.00-731.000	369.7 GALS OF FUEL 369.7 GALLONS OF FUEL FOR FLEET	01/14/2011	986.21
VENDOR TOTAL:			986.21
05221	MCGINTY, HITCH, HOUSEFIELD, PERSON,		
JAN 2011 101-266.00-826.000	DEC 2010 ATTY SERVICES DEC 2010 ATTY SERVICES	01/14/2011	5,829.07
VENDOR TOTAL:			5,829.07
05465	NORTH CENTRAL LABORATORIES		
280382 592-555.00-757.000	9 - 50 PK MILLIPORE M-FC BROTH 9 - 50 PK MILLIPORE M-FC BROTH	01/14/2011	519.75
VENDOR TOTAL:			519.75
07151	WEST SHORE FIRE, INC.		
1522 101-336.00-744.001	MFD 3 - SCBA FACE PIECES MFD 3 - SCBA FACE PIECES	01/14/2011	585.00
VENDOR TOTAL:			585.00
05363	WOLVERINE ENGINEERS INC		
20110012 592-555.00-818.000	WWTP OUTFALL BYPASS & FLOOD CONTROL DESIGN OUTFALL BYPASS & FLOOD CONTROL	01/14/2011	740.76
VENDOR TOTAL:			740.76
TOTAL - ALL VENDORS:			52,095.34

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



Martin A. Colburn
City Administrator

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: January 17, 2011

Agenda Item: 8C

AGENDA ITEM

Resolution No. 2011-03 - Appointment by the City Council to the Election Commission

EXHIBITS

None.

STAFF REVIEW

Administration

SUMMARY STATEMENT

The City Charter mandates that Council designate one of its members to serve as a voting member on the Election Commission. During that term of office, the appointed Councilmember may not be a candidate for elective office for the current election.

RECOMMENDED ACTION

Approve Resolution No. 2011-03.

Introduced by:
Second by:

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2011-03**

**APPOINTMENT BY THE CITY COUNCIL
TO THE ELECTION COMMISSION**

January 17, 2011

BE IT HEREBY RESOLVED, that the City Council of the City of Mason does hereby appoint Jon Droscha to the Election Commission. The term of office commences January 17, 2011 and expires on December 31, 2011.

Yes

No

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Monday, January 17, 2011, the original of which is part of the Council meeting minutes.

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

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: January 17, 2011

Agenda Item: 8E

AGENDA ITEM

Motion – Excused Absence – Councilmember Tornholm

EXHIBITS

- Letter of Request dated January 11, 2011

STAFF REVIEW

Administration

SUMMARY STATEMENT

Councilmember Tornholm is requesting to be excused from the January 17, 2011 meeting.

RECOMMENDED ACTION

Move to excuse Councilmember Tornholm from the January 17, 2011 meeting.

From: Barbara Tornholm [<mailto:btornholm@sbcglobal.net>]
Sent: Tuesday, January 11, 2011 7:39 PM
To: Leon Clark
Cc: Martin Colburn
Subject: Excused Absence from City Council

Mayor and City Council Members:

Please excuse my absence from the City Council meeting on Monday, January 17 as I will be out of town. Thank you.

Barbara J. Tornholm

CITY OF MASON
STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: January 17, 2011

Agenda Item: 8C

AGENDA ITEM

Motion – Directory of Charges

EXHIBITS

- Directory of Charges (with edits)

STAFF REVIEW

Finance Department

SUMMARY STATEMENT

These charges are reviewed periodically by staff. The last update was December 7, 2009. The proposed changes for this update would be effective January 17, 2011 unless otherwise stated.

RECOMMENDED ACTION

Move to approve the Directory of Charges dated January 17, 2011.

CITY OF MASON
DIRECTORY OF CHARGES

January 17, 2011

Amended January 17, 2011
Amended December 7, 2009
Amended April 7, 2008
Amended October 16, 2006

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GENERAL CHARGES

Copies	\$.25 per copy
City Charter	\$.25 per page
City Audit	\$15.00 each
City Budget	\$20.00 each, black and white copy only
Water, Storm, & Sanitary Sewer Maps	\$6.00 large \$4.00 small
City Map-Zoning-Colored	\$6.00 each
Computer Runs	In house: \$35.00 per hour + \$5 for disk Out of house: Cost + 10%
Loudspeaker Set-up & Take-down Charge Based on actual time & equipment rental charges	\$255.00 Approximate
Search of Cemetery Records for Genealogy Purposes	\$23.00 per hour (minimum of ½ hour)
Quit Claim Deed	\$14.50
Tax Search for Records or any part thereof	\$23.00 per hour
Master Plan Book	\$25.00
Master Plan Map Only	\$6.00
Recreational League Fees	\$15.00 per game
These fees are collected seasonally from the league.	
Softball Tournament Fees: Time, equipment rental, material charged and lighting. Deposit must be paid prior to the tournament.	\$700.00 Deposit
Rental of Gazebo at Griffin Park	\$25.00
Hayes Park or Laylin Park Pavilion per day	\$25.00
Hayes Park or Laylin Park Pavilion per day	\$50.00
Rayner Park Pavilion per day	\$100.00 (NEW)
Zoning Ordinances	\$50.00
Bounced Check Fee	\$25.00
Check or ACH Return	\$25.00

GENERAL CHARGES (Continued)

Notary Public Service	\$1.50 per document
Notary Public Service	\$5.00 per document

Community Room Rental - Residents	\$100.00
Community Room Rental – Non-Residents	\$200.00 plus \$50.00 deposit

Training Room Rental – Residents	\$50.00 (NEW)
Training Room Rental – Non-Residents	\$100.00 plus \$50.00 deposit

License to Perform Construction in City Right of Way

A request for license must begin by contacting the Director of the Department of Public Works. Requirements: present proof of workers compensation insurance, obtain a bond in the amount of \$10,000, obtain a certificate of insurance in the amount of \$1,000,000 with the City of Mason named as additional insured and pay a license fee in the amount of \$75.00 before work begins.

Penalty for performing work in Right of Way without approval	\$200.00 (NEW)
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CITY CLERK

MARRIAGE CEREMONY	\$15.00
<u>ELECTIONS</u>	
Candidate Filing Fee – School Board Candidates Only	\$100.00
Precinct Map	\$1.50
Voter's CD	\$30.00
Voter's Labels	\$30.00 <i>(plus cost of labels)</i>
Voter's List	\$30.00
Daily Absentee Voter List Update	\$5.00
<u>FREEDOM OF INFORMATION ACT (FOIA)</u>	
Clerical	\$22.93 per hour
<i>(subject to increase depending on the requested information and employee wages)</i>	
Copy Rate	\$.10 per page
Postage	Current Rate
Good Faith Deposit	Half of the Estimated Total Fee <i>(if it is estimated to exceed \$50.00)</i>
Industrial Facilities Exemption Certificate Application Fee	\$200.00
<u>PERMITS & LICENSES</u>	
Metro Act Permit (In accordance with State law)	\$500.00
<u>PEDDLER PERMIT</u>	
On Foot	
Per Day	\$ 7.50
Per Month	\$ 30.00
Per Year	\$100.00
With Vehicle	
Annual Fee	\$100.00
Plus Per Person, Annual Fee	\$7.50
Minimum Bond	
Indemnity Bond	\$750.00
Rug Merchant Indemnity Bond	\$1250.00
Concessionaire Indemnity Bond	\$750.00
Going out of Business License	\$50.00
Outdoor Seating, Sales & Service License (one-time fee only)	\$25.00

ASSESSOR

Computer Generated Assessment Record (Lookup) - per parcel	
Picked up at office	\$1.00
Faxed record	\$3.00 per parcel

Financial Information &/or Listing Card	
Picked up at office	\$1.00
Faxed record	\$3.00 per parcel

All requests are filled within 24 working hours. If a "RUSH" is requested, the listed charge is doubled

Land Division (not platted)	
Application fee plus;	\$100.00
per parcel	\$25.00

Application fee for Industrial Facility Certificate	\$200.00
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BUILDING AND ZONING

The following charges are for the Building and Zoning Department.

SCHEDULE OF FEES

Permits and Schedule of Fees - All applications for permits under this Ordinance shall be filed in duplicate with the Building Inspector or his/her duly-authorized representative. No applications shall be accepted for filing unless accompanied by a receipt from the City Treasurer showing payment of the appropriate fee as set forth in this Article.

BUILDING PERMITS

Permit to move a building < 500 sq ft	\$125.00	
Permit to move a building > 500 sq ft	\$1,000.00	
Permit for excavation for, the erection of, addition to, or alteration of a building or structure. (Includes Certificate of Occupancy when requested)		
Minimum	\$50.00	
		(for \$1.00 to \$5,000, plus \$6.00 for each addl. \$1,000 cost)
Commercial Review	\$100.00	
Mfg Housing/Mobile Home Placement	\$125.00	
Special Inspections or Reinspection	\$35.00	
Special Inspection or Reinspection	\$50.00	
Residential Razing Permit	\$150.00	
Fee for Construction without permit	1.5 times permit charge	
Roofing and Reroofing Fee	\$50.00	(REMOVE)
Roofing (roof-over only)	\$50.00	(NEW)
Re-roofing (tear off and new roof)	\$100.00	(NEW)
Siding Permit	\$50.00	

CERTIFICATES OF OCCUPANCY PERMITS

Change in use of building and/or land	\$30.00
Nonconforming Use	None

APPLICATION FOR SPECIAL USE PERMIT

Planned Unit Development (PUD)	\$300.00
Sketch Plan Stage	
Complete Proceedings	
Other Applications	
Administrative Site Plan Review	\$70.00
Special Use Permit	\$275.00
Preliminary Site Plan Review	\$200.00
Final Site Plan Review	\$100.00
All construction under a Special Use Permit shall require a Building Permit.	

Parking Plan Review	\$125.00
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Petition for Rezoning	\$300.00
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BUILDING AND ZONING (continued)

Zoning Board of Appeals, Appeals and Variances	\$250.00 (standard fee)
Bldg. Code Board of Appeals, Appeals and Variances	\$250.00
Sign Permit	\$ 4.00 per \$1,000 of construction and erection cost with \$25.00 minimum permit fee.
Sign Board of Appeals, Appeals and Variances	\$250.00
Swimming Pool	\$75.00
<u>DEVELOPMENT OF SUBDIVISIONS</u>	
Tentative Preliminary Plat	\$800.00 + \$10/lot
Final Preliminary Plat	\$250.00 + \$10/lot
Final Plat	\$300.00 + \$10/lot
Other Applications	\$50.00
Sound Equipment Registration Fee (per section 22-61 of the Mason Code)	\$50.00
Commercial Fire Suppression Upgrade	\$150.00

BUILDING AND ZONING (continued)

City of Mason

Soil Erosion & Sedimentation Control Program

FEE SCHEDULE

*****All fees must be paid prior to the issuance of a permit*****

RESIDENTIAL PROJECTS

Application Fees – (Application/plan review, site inspection, issuance of permit and close out site review)	
Minor disturbance	\$40.00
6 months	\$150.00
9 months	\$180.00
12 months	\$210.00
Renewal	½ times base fee

COMMERCIAL PROJECTS

Application Fee:	
First Acre	\$350.00
Each Additional Acre	\$35.00
Renewal	½ times base fee

Inspection Fees – If the property the earth disturbance is located on is:

Less than ½ acre	\$250.00
½ to 1 acre	\$750.00
1 to 5 acres	\$1,500.00
5 to 10 acres	\$2,500.00
Each additional 10 acres or fraction thereof	\$1,250.00

OTHER FEES

Waiver	No Fee
Violation and Cease and Desist Follow-up Inspections	\$270.00
Tax Lien Processing Fee	\$100.00
Permit Transfer	
Residential	\$25.00
Commercial	\$75.00
Working without a permit	1 ½ times permit fee

FINANCIAL GUARANTEE REQUIREMENT

A bond, irrevocable letter of credit or cash deposit in the amount of the **estimated total cost of all temporary and permanent soil erosion and sedimentation control measures**, and an amount sufficient to assure installation and completion of corrective measures must be submitted before a SESC permit will be issued.

The total cost shall be estimated by the Applicant and reviewed by the Zoning and Development Department. The bond shall include penalty provisions for failure to complete the work on schedule as specified on the Permit.

MAPLE GROVE CEMETERY

Mason, Michigan
Price List Effective July 1, 2007

	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
Full Lot	\$ 1,875	\$ 3,875
Perpetual Care	710	710
TOTAL	\$ 2,585	\$ 4,585
Half Lot.....	\$ 940	\$ 1,940
Perpetual Care	355	355
TOTAL.....	\$ 1,295	\$ 2,295
Single Space	\$ 375	\$ 775
Perpetual Care	145	145
TOTAL.....	\$ 520	\$ 920
Baby Grave	\$ 190	\$ 390
Perpetual Care	75	75
TOTAL.....	\$ 265	\$ 465

<u>GRAVE OPENING</u>	<u>WEEKDAYS</u>	<u>SATURDAY</u>
Adult	\$ 575	\$ 700
Baby	\$ 135	\$ 200
Cremation	\$ 135	\$ 200

OVERTIME CHARGE: \$150 extra for any funeral entering the Cemetery after 3:30 P.M.

Disinterment: 250% of Grave Opening Charge.

GRAVE OPENING CHARGES

<u>Vault No.</u>	<u>Grave Size</u>	<u>Weekdays</u>		<u>Saturdays</u>	
		<u>Weekdays</u>	<u>After 3:30 PM</u>	<u>Saturdays</u>	<u>After 3:30 PM</u>
0	19 X 36	\$ 135	\$ 285	\$ 200	\$ 350
1	26 X 50	\$ 135	\$ 285	\$ 200	\$ 350
1 ½	30 X 68	\$ 575	\$ 725	\$ 700	\$ 850
2	32 X 80	\$ 575	\$ 725	\$ 700	\$ 850
5	38 X 94	\$ 575	\$ 725	\$ 700	\$ 850
6	40 X 98	\$ 575	\$ 725	\$ 700	\$ 850

Foundations: \$.50 Square Inch with a \$125.00 minimum

Any regular Employee killed in the line of duty will receive a Cemetery space at no charge to the family.

EMPLOYEE'S CHARGES

Employee Cost for Copies maximum 20 without approval	.10 per copy
Long Distance Phone Calls - Cost of Call	

FIRE

The following charges are for the Fire Department:

Reports - Copies	\$3.00 per report Each additional page .50
Standby Fees for Townships	
Aurelius	\$36,396.52
Vevay	\$74,275.31
Fire Runs - City (See Ordinance #113)	\$250.00 per hour plus personnel cost
Township Fires (non-structure)	\$250.00 per hour plus personnel cost
Township Fire (structure)	\$400.00 per hour plus personnel cost
False Alarms (Code 26, Division 3)	\$250.00 per incident plus personnel costs
Annual Recreational Fire <u>Application Fee</u> -City Only	\$25.00

REFUSE COLLECTION

~~Refuse Collection Per Dwelling Unit~~ \$141.60 for 2009
Refuse Collection Per Dwelling Unit **\$141.60 for 2010**

These charges are assessed on the City tax rolls each July. Eligible senior citizens may be exempt if they meet the following qualifications; 65 years of age, resident home owner in Mason, household income for the previous year did not exceed the stated amount on the exemption application, and the application must be filled out and turned in by September 15 of each year.

TAXES

Tax Interest & Penalties

Interest Applied September 1	4% of unpaid total on Tax Bill
Penalty Applied February 15	3% of unpaid total on Tax Bill

Tax Penalty Exemption

Certain property owners who qualify may receive a tax deferment for the July tax period and have these taxes included with the December taxes with no penalties added. Senior citizens; paraplegics; quadriplegic; eligible servicemen; eligible veterans or eligible widows; blind persons; and totally and permanently disabled persons; also certain agricultural real estate may be exempt. All exemption forms must be submitted on or before September 15 of each year.

Delinquent Unpaid Water Bills Placed on Tax Roll	\$50.00 per account
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POLICE CHARGES

The following charges are collected by our Police Violation Bureau:

Bike Licenses		
Lifetime of Bike	\$5.00	
Copies		
Incident Reports – first two (2) pages	\$4.00	
Each page thereafter	\$1.00	
Accident Reports	\$4.00	
Accident Reports	\$5.00	
Parking Lot Permits		
3-Month Permit	\$35.00	(NEW)
6-Month Permit	\$65.00	(NEW)
9-Month Permit	\$90.00	(NEW)
Annual Permits – City parking lots	\$100.00	
Gun Notarization Fee	\$20.00	
Gun Registration/Inspection	\$20.00	
Request for Police Services		
Overtime assignment	Average hourly salary	
Cars and Motorcycles	Average hourly salary + 1 1/2	
Court Ordered Alcohol Test	\$10.00	
Finger Printing – All	\$15.00	
FOIA Requests	Hourly Employee Rate	
FOIA Copy Rate	\$.10 per page	
Local Records Checks	\$5.00	(NEW)
Notary Fee	\$5.00 per document (NEW)	
Salvage Vehicle Inspection	\$100.00	
Impounded or Abandoned Vehicle Storage Fee		
First Day	\$25.00	(NEW)
Each Additional Day	\$10.00	(NEW)
Traffic Count Request (Volume only)	\$250.00	
Traffic Count Request (Volume & Speed)	\$500.00	
Video Tape Reproduction (per event)	\$40.00	
DVD Reproduction (per event)	\$45.00	

POLICE CHARGES (continued)

<u>FALSE ALARM FEES</u>	\$50.00 – 2 nd alarm within 120 days
	\$100.00 – 3 rd alarm within 120 days
	\$200.00 – 4 th alarm within 120 days
	\$400.00 – 5 th alarm within 120 days
<u>OFFENSES - PARKING</u>	
Parking too far from curb	\$10.00
Angle Parking violation	\$10.00
Obstructing traffic	\$15.00
Prohibited parking - signs unnecessary	
On sidewalk	\$10.00
Blocking driveway	\$10.00
Within intersection	\$15.00
Within 15 feet of hydrant	\$15.00
On crosswalk	\$15.00
Within 20 feet of crosswalk or 15 feet of corner lot lines	\$10.00
Within 30 feet of street side traffic signal or sign	\$10.00
Between safety zone & adjacent curb	\$10.00
Within 50 feet of railroad crossing rail	\$10.00
Within 20 feet of fire station driveway	\$15.00
Beside street excavation with traffic obstructed	\$15.00
Double parking	\$10.00
On any bridge or viaduct	\$15.00
Within 200 feet of accident scene attended by police	\$10.00
Blocking emergency exit	\$15.00
Blocking fire exit	\$15.00
Within 500 feet of fire scene attended by fire apparatus	\$10.00
In prohibited zone - signs required	
Prohibited parking	\$10.00
Handicap parking space	\$100.00
In alley	\$10.00
Overtime parking - sign violation	\$10.00
Loading Zone	\$10.00
Tow away zone or fire lane plus towing and storage	\$15.00
Parking for prohibited purposes	
Displaying vehicle for sale	\$10.00
Working on or repairing vehicle	\$10.00
Displaying advertising	\$10.00
Selling merchandise	\$10.00
Storage more than 48 hours	\$10.00
Not parking within space	\$10.00

POLICE CHARGES (continued)

Parked facing traffic	\$10.00
Failure to set brakes	\$10.00
Parked on grade, wheels not turned to curb	\$10.00
All night parking	\$10.00
Between sidewalk and curb	\$10.00
Obstructing traffic	\$15.00
Abandoned vehicle- plus towing and storage	\$15.00
Bus or taxicab, parking other than bus stop or cab stand	\$10.00
Bus or taxicab stand violations	\$10.00
Keys in vehicle	\$15.00

AFTER THREE DAYS ADD \$5.00 TO THE ABOVE OFFENSES

WATER AND SEWER RATES

Effective January 17, 2011

Water

1.	<u>Regular Meters</u>	
	First 2,000 gallons, or any part thereof: a minimum charge of	\$5.00
	Each 1,000 gallons thereafter, or any part thereof Per 1,000 gallons of water	\$2.91
	Capital Improvement per 1,000 gallons	\$2.04
	Meter charge per quarter	\$1.95
	Meter charger per quarter	\$2.26
2.	<u>Sprinkler Meters</u>	
	Water only per 1,000 gallons	\$2.91
	Meter charger per quarter	\$1.67 (New)
3.	<u>Calibration of Large Water Meters</u>	
	The AWWA recommends that 3" or larger meters be calibrated every 3 years. The cost of calibration includes materials plus labor.	
4.	<u>Additional Charges</u>	
	Delinquent Unpaid Water Bills Placed on Tax Roll	\$50.00 per account
	Water Meter Installation – New	\$100.00
	Testing Water Meters Including: Shipping, Labor, Testing, and Re-Installation	\$100.00
	Hydrant Fees	\$100.00
	Water Turn-On Charge/New Account Fee	\$40.00
	Water Shutoff when Meter is Pulled Calculated 2 laborers for 1 hour	\$55.00
	Water Shutoff when Meter is Plugged	\$75.00
	Water Deposit (Landlord's responsibility)	\$100.00
	Water Deposit (City's responsibility) Three times the average quarterly billing of \$150.00	\$450.00
	Labor to Change Frost Plate	\$55.00
	Replace Antenna for Pit Radio	\$197.36

WATER AND SEWER RATES(continued)

Base Water Capital Charge (Connection Fee for 3/4" line) plus \$1,200 for each additional 1/4 inch increase thereafter	\$1,200.00	
Service Charge (second call backs for the same thing - i.e., thawing water lines in the winter)	\$27.00	
Water meter/radio repair cost if the homeowner or representative is responsible for the damage	\$36.05/hr	
Water Turn-On After 3:30 P.M.-Monday-Friday, Saturdays, Sundays, or holidays will be charged at contractual rates and hours.		
Water Turn-On Wrench (refundable deposit)	\$25.00	
Non-Sufficient Funds Check Charge	\$25.00	
Check or ACH Return	\$25.00	
 New 5/8" Meter	 \$313.93	 \$314.03
5/8" Meter with radio	\$180.90	
5/8" Meter with radio	\$181.00	
Setter	\$ 81.28	
Materials	\$ 11.75	
New Account Fee	\$ 40.00	
 New 3/4" Irrigation Meter	 \$351.51	 \$353.03
3/4" Meter with radio	\$218.48	
3/4" Meter with radio	\$220.00	
Setter	\$ 81.28	
Materials	\$ 11.75	
New Account Fee	\$ 40.00	
 No radio option 3/4" Irrigation Meter	 \$265.51	 \$267.03
Meter	\$132.48	
3/4" Meter	\$134.00	
Setter	\$ 81.28	
Materials	\$ 11.75	
New Account Fee	\$ 40.00	
 Pit Meter & Radio (pit meter applications)		
5/8" Pit Meter & Radio	\$226.75	
Meter setter has to be ordered (DPW Superintendent provides price)		
Materials	\$ 11.75	
New Account Fee	\$ 40.00	
 3/4" Pit Meter & Radio	 \$264.33	
Antenna needed	\$ 15.00	
Meter setter has to be ordered (DPW Superintendent provides price)		
Materials	\$ 11.75	
New Account Fee	\$ 40.00	

All meters over 3/4" needs to be ordered and set through DPW Superintendent.

SEWER

1. Regular Charges

First 2,000 gallons or any part thereof a minimum charge of	\$8.25
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Each 1,000 gallons thereafter, or any part thereof Per 1,000 gallons	\$3.76
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Capitol Improvement per 1,000 gallons	\$0.51
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2. Other Charges

Base Sewer Connection Fee	\$2,300.00
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\$0.34 per pound BOD for wastewater BOD in excess of that for normal domestic wastewater.

\$0.24 per pound suspended solids in excess of that for normal domestic wastewater.

\$1.69 per pound phosphorous (as P) for wastewater with phosphorus in excess of that for normal domestic wastewater.

Returned Check Charge

Check or ACH Return

\$25.00 shall be charged to the user for any check or ach that is returned from the bank marked, "non-sufficient-funds."

Base-Sewer Connection Fee

Where connection is made to a building or structure, a Base Sewer Connection charge of \$2300.00 per residential equivalent shall be made. The minimum equivalent factor for any premises shall be 1.0. Residential equivalent units assigned for each premises connected to the system shall be determined according to the table of residential equivalent units in Section 82 of the Mason Code.

License to Perform Construction in City Right of Way

A request for license must begin by contacting the Director of the Department of Public Works. Requirements: present proof of workers compensation insurance, obtain a bond in the amount of \$10,000, obtain a certificate of insurance in the amount of \$1,000,000 with the City of Mason named as additional insured and pay a license fee in the amount of \$75.00 before work begins.

Penalty for performing work in Right of Way without approval \$200.00 (NEW)

SEWER (continued)

Other Charges

These charges are based on actual costs repair, replacement, or services rendered for such items as accidents damaging City property, repairs of water and sewer lines, sidewalk, street, restoration of lawns from accidents done by contractors, Consumers Energy, or Ameritech. An additional 10% will be added to the actual cost.

The contractor or owner shall pay the base connection fees for both water and sewer at the same time as the building permit fees are paid. This is done before the building permit is issued and before any construction begins. Any sewer suspense assessments should also be paid at this time.

When the water and sewer connections are complete the Director of the Department of Public Works shall calculate the actual charges and the contractor or owner shall be billed for additional charges.

Further information concerning water or sewer transmission lines may be obtained from the Director of Public Works at 676-1166.

Further information concerning wastewater and discharging of wastewater may be obtained from the Director of Publicly Owned Treatment Work Plant at 676-1166.

CITY OF MASON

STAFF AGENDA REPORT TO CITY COUNCIL

Meeting Date: January 17, 2011

Agenda Item: 8D

AGENDA ITEM

- Approval of Mutual Aid Agreements between the City of Mason and:
 - Charter Township of Delhi
 - Eaton Rapids Township Fire Department*
 - Ingham Township Fire & Rescue*
 - City of Leslie
 - Charter Township of Meridian
 - Northeast Ingham Emergency Service Authority
 - Onondaga Township Fire Department*
 - Stockbridge Area Emergency Services Authority*

**Existing Agreements that have been updated. All other Agreements are new.*

EXHIBITS

None

STAFF REVIEW

City Administration
Fire Department
City Attorney

SUMMARY STATEMENT

These Mutual Aid Agreements will assist in better serving the public safety as well as the fire fighters' safety in providing additional resources as needed. These Agreements will also assist in demonstrating good practices, which will reduce potential liability.

RECOMMENDED ACTION

Move to approve Mutual Aid Agreements between the City of Mason Fire Department and Charter Township of Delhi, Eaton Rapids Township Fire Department*, Ingham Township Fire & Rescue*, City of Leslie, Charter Township of Meridian, Northeast Ingham Emergency Service Authority, Onondaga Township Fire Department, and Stockbridge Area Emergency Services Authority*.

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Charter Township of Delhi

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan Municipal Corporation, with its principal office located at 221 W. Ash St. Mason, MI 48854 and the Charter Township of Delhi, a Michigan Municipal Corporation, with principal offices located at 2074 Aurelius Road, Holt, Michigan 48842.

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.

3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department, Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.1401, or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 14 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This agreement is nonassignable.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
 - e. Time is of the essence in all provisions of this Agreement.

- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intend of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____

Leon Clark
Mayor, City of Mason

Dated: _____

By: _____

Martin A. Colburn
City Administrator, City of Mason

Charter Township of Delhi

Dated: _____

By: _____

Stuart Goodrich
Charter Township of Delhi Supervisor

Dated: _____

By: _____

Evan Hope
Charter Township of Delhi Clerk

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Eaton Rapids Township Fire Department

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI. 48854 and the Eaton Rapids Township Fire Department, a Michigan municipal corporation, with principal offices located at 2029 South Michigan Road Eaton Rapids, MI 48827-8216

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*; MSA 5.4081, *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.

3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department. Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remain solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.12401, <SA 3.996(101) or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 13 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This Agreement shall be binding upon and for the benefit of the successors or assigns of the parties, except as otherwise stated in this Agreement.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.

- e. Time is of the essence in all provisions of this Agreement.
- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement and their respective successors and assigns.

City of Mason Fire Department

Dated: _____

By: _____

Leon Clark
Mayor, City of Mason

Dated: _____

By: _____

Martin A. Colburn
City Administrator, City of Mason

Eaton Rapids Township Fire Department

Dated: _____

By: _____

Linda Wilber
Supervisor, Eaton Rapids Township

Dated: _____

By: _____

Neva Sulpher
Clerk, Eaton Rapids Township

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement
Between
Ingham Township Fire & Rescue
And the
City of Mason Fire Department

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between Ingham Township Fire & Rescue, a Michigan municipal corporation, with principal offices located at 1420 Johnson Street, Dansville, MI 48819 and the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI. 48854

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*; MSA 5.4081, *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

- be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.
3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
 4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
 5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
 6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
 7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
 8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
 9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department. Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all

wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.

11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.

12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.

13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.12401, <SA 3.996(101) or any other defense which may be available to it or its officers and/or employees.

14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.

15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.

16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 13 above.

17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.

18. Additional Provisions:

a. This Agreement shall be binding upon and for the benefit of the successors or assigns of the parties, except as otherwise stated in this Agreement.

b. This Agreement shall be governed by the laws of the State of Michigan.

c. This Agreement shall be deemed to be mutually drafted because it was negotiated.

- d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
- e. Time is of the essence in all provisions of this Agreement.
- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement and their respective successors and assigns.

Ingham Township Fire & Rescue

Dated: _____

By: _____

Wayne L. Kinne
Supervisor, Ingham Township

Dated: _____

By: _____

Marie E. Parsons
Clerk, Ingham Township

City of Mason Fire Department

Dated: _____

By: _____

Leon Clark
Mayor, City of Mason

Dated: _____

By: _____

Martin A. Colburn
City Administrator, City of Mason

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

City of Leslie

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI 48854 and the City of Leslie, a Michigan Municipal Corporation, with principal offices located at 106 E. Bellevue, Leslie, Michigan, Leslie Township, with principal offices located at 4279 Oak, Leslie, Michigan.

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.

3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department, Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.1401, or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 14 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This agreement is nonassignable.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
 - e. Time is of the essence in all provisions of this Agreement.

- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intend of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____
Leon Clark
Mayor, City of Mason

Dated: _____

By: _____
Martin A. Colburn
City Administrator, City of Mason

City of Leslie

Dated: _____

By: _____
Ron Schmit
Leslie City Mayor

Dated: _____

By: _____
Dallas Henney
Leslie Township Supervisor

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Charter Township of Meridian

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan Municipal Corporation, with its principal office located at 221 W. Ash St. Mason, MI 48854 and the Charter Township of Meridian, a Michigan Municipal Corporation, with principal offices located at 5151 Marsh Road, Okemos, Michigan 48864.

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

- be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.
3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
 4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
 5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
 6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
 7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
 8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
 9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department, Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.1401, or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 14 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This agreement is nonassignable.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
 - e. Time is of the essence in all provisions of this Agreement.

- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intend of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____
Leon Clark
Mayor, City of Mason

Dated: _____

By: _____
Martin A. Colburn
City Administrator, City of Mason

Charter Township of Meridian

Dated: _____

By: _____
Gerald J. Richards
Charter Township of Meridian Manager

Dated: _____

By: _____
Mary M.G. Helmbrecht
Charter Township of Meridian Clerk

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Northeast Ingham Emergency Service Authority

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI 48854 and the Northeast Ingham Emergency Service Authority, an emergency service authority organized and existing pursuant to Public Act 57 of 1988, with its principal offices located at 1296 W. Grand River Avenue, Williamston, Michigan 48895.

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.

3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department. Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.1401, or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 14 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This agreement is nonassignable.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
 - e. Time is of the essence in all provisions of this Agreement.

- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____
Leon Clark
Mayor, City of Mason

Dated: _____

By: _____
Martin A. Colburn
Clerk, City of Mason

Northeast Ingham Emergency Service Authority

Dated: _____

By: _____
Charles Galbreath
Chairperson of the Governing Board

Dated: _____

By: _____
Paula M. Curtis
Secretary

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____
Leon Clark
Mayor, City of Mason

Dated: _____

By: _____
Martin A. Colburn
City Administrator, City of Mason

Northeast Ingham Emergency Service Authority

Dated: _____

By: _____
Charles Galbreath
Chairperson of the Governing Board

Dated: _____

By: _____
Paula M. Curtis
Secretary

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Onondaga Township Fire Department

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI. 48854 and the Onondaga Township Fire Department, a Michigan municipal corporation, with principal offices located at 4756 Baldwin Road Onondaga, MI, 49264

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*; MSA 5.4081, *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

- be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.
3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
 4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
 5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
 6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
 7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
 8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
 9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department. Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remain solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.12401, <SA 3.996(101) or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 13 above.
17. This Agreement shall not be construed to restrict or limit the authority of either party to cooperate with or assist other City, County, or State emergency services agencies in performing any official powers or duties as authorized by law.
18. Additional Provisions:
 - a. This Agreement shall be binding upon and for the benefit of the successors or assigns of the parties, except as otherwise stated in this Agreement.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.

- e. Time is of the essence in all provisions of this Agreement.
- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement and their respective successors and assigns.

City of Mason Fire Department

Dated: _____

By: _____

Leon Clark
Mayor, City of Mason

Dated: _____

By: _____

Martin A. Colburn
City Administrator, City of Mason

Onondaga Township Fire Department

Dated: _____

By: _____

Randy Maiville
Supervisor, Onondaga Township

Dated: _____

By: _____

Diane Johnson
Clerk, Onondaga Township

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

Mutual Aid Agreement

Between

City of Mason Fire Department

And the

Stockbridge Area Emergency Services Authority

MUTUAL AID AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT between the City of Mason Fire Department, a Michigan municipal corporation, with its principal office located at 221 W. Ash St. Mason, MI. 48854 and the Stockbridge Area Emergency Services Authority, a Michigan municipal corporation, with principal offices located at 125 South Center Street, Stockbridge, MI 49285.

WHEREAS, two or more governmental entities may enter into an agreement to provide reciprocal fire aid to one another pursuant to Act 35 PA 1951; being MCL 124.1 *et seq*, and

WHEREAS, during certain instances of public emergency, conflagration or disaster, supplemental fire aid from the fire department of another governmental agency may be needed and beneficial to the general protection of persons and property and for the general public good; and

WHEREAS, the parties to this Agreement are willing to provide to each other mutual emergency service aid, including personnel, materials, and equipment; provided the powers, duties, responsibilities and legal liabilities are established in advance by written agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. As used in this Agreement, certain words shall have the following meanings, unless a different meaning is specifically stated:
 - a. "Chief or Fire Chief" means the person designated as the Fire Chief of the fire department of a party, or in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Command of Operations" or "Incident Commander" means the highest ranking officer of each department who is on the scene of an emergency, conflagration or disaster.
 - c. "Fire Operation", "Fire", "Incident", or "Present Emergency" means an emergency, conflagration or disaster but does not include a response, abatement or removal, etc. of any hazardous material, substance or waste as that term is broadly defined under federal, state, or local law, rule or regulation.
 - d. "Responding Department" or "Assisting Department" means personnel, material and equipment provided by the fire department of the party that responds to a request of the other party for assistance and that provides the same within the geographical boundaries of the other party.
 - e. "Requesting Department" means the fire department requesting assistance of personnel, material or equipment to a fire operation within its geographical boundaries.
2. When an incident occurs which commits a significant amount of all the emergency service capabilities of the Requesting Department, the Fire Chief of the Requesting Department may request assistance or aid of the Fire Chief of the other party to this Agreement. The request shall

be made by the Chief or the Chief's designated representative and, when made, the individual requesting assistance shall provide proper identification and immediately identify the capacity in which he/she is acting and the purpose for the assistance.

3. Each party to this Agreement shall request assistance or aid only when clearly necessary to meet a Present Emergency. When assistance is requested, the personnel and equipment from the Responding Department shall, while at the scene, be subject to the authority, direction and supervision of the Fire Chief or designated representative in command of the Requesting Department, as provided in this Agreement.
4. The Fire Chief of the Requesting Department or his/her designee shall be in charge of the overall operations at the Fire Incident. All personnel and equipment of the Responding Department shall be and shall remain under the command and direction of the Command of Operations of the Responding Department. At all times, requests for personnel and equipment to perform specific firefighting tasks shall be made by the Incident Commander of the Requesting Department through the Command of Operations of the Responding Department, who shall at all times remain responsible for his/her own personnel and equipment. Their right to respond in accordance with this responsibility is reserved. This responsibility for each party's own personnel and equipment shall be paramount and is recognized as such by all parties.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Responding Department has, in the sole and unreviewable discretion of its Chief or designee, sufficient resources existing or available that providing the requested assistance will not endanger the lives or property of person residing in the governmental unit providing the assistance.
6. The ultimate supervisory control shall remain with the Chief or designee of the Responding Department to withdraw mutual aid if deemed necessary or appropriate for the protection of lives or property of persons residing in the governmental unit providing the assistance. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
7. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between local and neighboring call for cooperative fire services shall be the sole responsibility of the Chief or designee of the Responding Department; provided however, when providing mutual aid, fire apparatus shall be staffed with a minimum of three persons. The Responding Department shall not be liable for any loss, damage or injury resulting from a delay in appearing for any reason.
8. If the Responding Department is unable to comply with the request for assistance, it shall forthwith notify the Requesting Department of its inability to respond.
9. All personnel supplied by the Responding Department in aid or assistance shall remain at all times solely the agents or employees of the Responding Department, and not of the Requesting Department, Nothing in this Agreement shall be construed such that either department, or their respective agents or employees, shall be considered employees, agents or partner of the other, and the employing agency shall be and remained solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by them while rendering assistance under this Agreement, excepts

that nothing herein is intended, nor does it prohibit either party from requiring its customary payment by and recipient third party for services or aid, including labor, materials and supplies. This includes, but is not limited to traveling to and from the Incident as well as rendering aid and assistance at the scene.

10. Except as provided in Provision 9, each party shall defend, indemnify and hold the other harmless from any liability which that party, its officers and/or employees might have, or from any liability which that party, its officers and/or employees might have, or from any liability which might be asserted against them by third parties, for any alleged act or omission by their respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.
11. Each community entering into this agreement shall indemnify and save all other participating communities harmless from claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying community during joint training programs for emergency operations.
12. In the event that any application is made by a Requesting Party for state, federal or private reimbursement or relief of all or part of the cost of fire services that involved a Responding Party, the Requesting Party shall include reimbursement for the Responding Party's expenses incurred in responding. Each party shall maintain appropriate records to support such applications.
13. Neither party waives its governmental immunity nor any defense available to it or its officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amend, MCL 691.1401 or any other defense which may be available to it or its officers and/or employees.
14. Either party may withdraw from this Agreement upon 60 Days advance written notice to the other party. Such notice shall be mailed to the chief executive officer of the other party and a copy of the notice shall be mailed to the Fire Chief of the other party.
15. This Agreement shall commence on the day and year it is signed by both parties, and shall continue in effect for an initial term of one year unless terminated in accordance with paragraph 13 above.
16. This Agreement shall be automatically renewed from year to year without further action of the parties unless terminated in accordance with paragraph 14 above.
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 - a. This agreement is nonassignable.
 - b. This Agreement shall be governed by the laws of the State of Michigan.
 - c. This Agreement shall be deemed to be mutually drafted because it was negotiated.
 - d. NO waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing, signed by both parties.
 - e. Time is of the essence in all provisions of this Agreement.

- f. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement that are not fully set forth herein.
- g. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intend of this Agreement.
- h. The parties represent that their respective representatives signing below have the authority to sign on their behalf and bind them to this contract and that they have complied in all respects with their respective applicable by-laws, charters, articles and constitutions and have passed all necessary resolutions before executing this Agreement.
- i. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the parties have caused this document to be signed by their authorized representatives on the date indicated,

City of Mason Fire Department

Dated: _____

By: _____

Leon Clark
Mayor, City of Mason

Dated: _____

By: _____

Martin A. Colburn
City Administrator, City of Mason

Stockbridge Area Emergency Services Authority

Dated: _____

By: _____

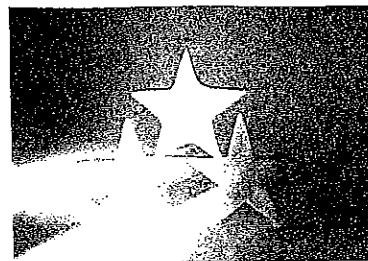
John Beck
General Manager,
Stockbridge Area Emergency Services Authority

Approved as to form:

Dennis E. McGinty (P17407)
Mason City Attorney

You're Invited to an Evening of Excellence...

MASON AREA CHAMBER OF COMMERCE 2011 AWARDS DINNER



To Honor the 2011 Recipients of

The Citizen of the Year Award
Margaret Doolittle

The President's Award
Jon Grocki

The Excellence in Business Award
City Limits

Special Recognition
**Mason Firefighters
Association
and
Leon Clark**

The Excellence in Education Award
Jennifer Harrington

Wednesday, February 9, 2011
Eldorado Golf Course ~ 3750 W. Howell Road
\$35.00 per person (prepaid reservation)
5:30-6:30 ~ Social Hour ~ Cash Bar
6:30 ~ Dinner

Our Awards Dinner is presented by Mason's **ACE Hardware**
and generously supported by select Chamber members.

Please RSVP by Friday, January 28th
Reservations cannot be accepted after January 28th nor will any be available at the door

Please return the form below to the Chamber office to arrive before January 28, 2011
148 E. Ash Street ~ Mason, MI 48854 ~ Fax: 676-8504 ~ E-mail: masonchamber@masonchamber.org
Questions: (517) 676-1046

MACC 2011 AWARDS DINNER



Mason Area
Chamber of Commerce
Mason, Michigan

The following people will attend from _____

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Payment Enclosed Bill Us

ANNUAL AWARDS



Mason Area
Chamber of Commerce
Mason, Michigan

Citizen of the Year – An individual who has made significant contributions to the community over several years through their caring and concern.

Excellence in Business – A business that has demonstrated innovation, risk and growth that represents the entrepreneurial spirit of business development.

Excellence in Education – A teacher who best exemplifies the teaching qualities that inspire students to learn and value education.

President's Award – A person or group of persons who have made significant contributions to the Chamber's goals over the past year.

Special Recognition – A person, group of persons, or organization that has made significant contributions to the community or to the Chamber usually within the recent past. This is an opportunity to highlight people, events, or programs that have made an impact in the community or in support of Chamber programs.

This is a list of Chamber award winners through 2011:

Citizen of the Year

Aggie Corner – 1987
Jenny Dart – 1988
Donald Cairns – 1989
Rollin Dart – 1990
Terry Shultis – 1991
Mary Jo Leonard – 1992
Wendy Pulver – 1993
Jim Blauvelt – 1994
Frank Guerriero – 1995
Claude Cady – 1996
Jackie Lawrence – 1997
Virginia Schlichter – 1998
Sue Parsons – 1999
Stan Jordan – 2000
Tom & Rose Mary Hopp – 2001
Ray Perkins – 2002
Larry Howe – 2003
Bob Ware – 2004
Jack Davis – 2005
Doug Williams – 2006
Don Jacot – 2007
Shirley Grieve – 2008
Lee Talboys – 2009
Harvey & Carol Fanson – 2010
Margaret Doolittle – 2011

* Jeff Jones, Denise Jones, Rich Reid, Pete Hanover, Kristine Workman, Annette Snyder

** Jodi Somerville, Phil Mathews, Melissa Kean, Jackie Lawrence, Roger Fleming, Barb Smith, Craig Goble, Mike Prelesnik, Ron Weesies, Jacque Weesies, Ellen Drafi, Ivan Kerr, Dave & Camille Vanpoelvoorde

President's Award

Dick Roberts – 1996
Craig Goble – 1997
Liz Hogg & Tom Marriott – 1998
MACC Golf Outing Committee* – 1999
Jeff Haueter – 2000
Jeanine Christman – 2001
Tom Bergeon – 2002
Kerry Ferguson – 2003
Doug Klein – 2004
Russ Whipple – 2005
Arnold Short – 2006
Ron Tatrot – 2007
Cathy Groce – 2008
Pat Weiler – 2009
Jamie Robinson – 2010
Jon Grocki – 2011

Excellence in Education

Mary Lou French – 1996
Cheryl Roe – 1997
Margaret Edgar – 1998
Sandra Haynes – 1999
Debbie Blauvelt – 2000
Jana Stewart – 2002
John Berry – 2003
Margaret Doolittle – 2004
Michele Shafer – 2005
Kathy Horton – 2006
Barb Buda – 2007
Margaret Cottrill – 2008
David Jones – 2009
Cindy Hyaduck – 2010
Jennifer Harrington – 2011

Excellence in Business

Vision Real Estate – 1996
Joseph A. Young & Associates – 1997
Mason Community News – 1998
AeroGenesis Aviation – 1999
Grove's Motorsports – 2000
Cayenne Grill – 2001
Bestsellers Books & Coffee Co. – 2002
Merindorf Meats – 2003
Done-Right Auto & RV – 2004
ServiceMaster Absolute – 2005
Gestamp U.S. HardTech – 2006
Sheridan Realty & Auction – 2007
Wolverine Engineers & Surveyors – 2008
Ware's Pharmacy – 2009
Andrews Automotive – 2010
City Limits – 2011

Special Recognition

MACC Balloon Rally Committee** – 2002
John & Betty Brazier – 2003
Joe Watkins, the Mason Optimist Club, and the Mason Downtown Development Authority – 2004
Sheren Wright, Care Free Medical, and Gorsline-Runciman – 2005
Mason Area Historical Society – 2006
Jeff Haueter and the Mason Promise Scholarship – 2007
Colleen Briggs and the American Legion Post 148 – 2008
Len Stuttmann and the Friends of the Mason Library – 2009
Shireen Luther and the Michigan Steam Engine & Thresher's Club – 2010
Leon Clark and the Mason Firefighters Association – 2011

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Revenues								
000.00		137,740.00		0.00	0.00		137,740.00	0.00
215.00	CLERK	500.00		109.84	0.00		390.16	21.97
254.00	TREASURER/FINANCE	4,839,290.00		2,926,833.55	35,018.80		1,912,456.45	60.48
271.00	FORESTRY	29,770.00		0.00	0.00		29,770.00	0.00
276.00	CEMETERY	36,945.00		25,440.00	1,515.00		11,505.00	68.86
301.00	POLICE DEPARTMENT	61,440.00		53,455.40	5,239.15		7,984.60	87.00
336.00	FIRE DEPARTMENT	148,520.00		83,549.42	1,227.00		64,970.58	56.25
528.00	REFUSE COLLECTION	319,635.00		311,059.80	0.00		8,575.20	97.32
747.00	COMMUNITY GARDEN	0.00		75.00	0.00		(75.00)	100.00
751.00	RECREATION	4,450.00		9,068.39	1,377.39		(4,618.39)	203.78
850.00	WORKERS COMPENSATION	75,120.00		0.00	0.00		75,120.00	0.00
TOTAL Revenues		5,653,410.00		3,409,591.40	44,377.34		2,243,818.60	60.31
Expenditures								
101.00	COUNCIL	36,220.00		18,263.56	3,213.49		17,956.44	50.42
172.00	ADMINISTRATOR	275,165.00		105,089.40	22,955.00		170,075.60	38.19
209.00	ASSESSING	48,385.00		21,671.67	3,603.60		26,713.33	44.79
247.00	BOARD OF REVIEW	600.00		90.00	0.00		510.00	15.00
254.00	TREASURER/FINANCE	458,185.00		179,307.91	26,964.43		278,877.09	39.13
260.00	TECHNOLOGY	37,425.00		20,987.14	442.01		16,437.86	56.08
262.00	ELECTIONS	133,575.00		63,737.09	7,463.68		69,837.91	47.72
265.00	BUILDING OFFICIAL/CITY HALL	132,270.00		73,053.80	12,109.93		59,216.20	55.23
266.00	LEGAL/ATTORNEY	75,000.00		65,694.27	8,064.28		9,305.73	87.59
268.00	PARK STREET PROPERTY	41,985.00		0.00	0.00		41,985.00	0.00
269.00	PROPERTY	351,350.00		279,604.69	4,445.58		71,745.31	79.58
271.00	FORESTRY	83,635.00		19,788.63	5,950.35		63,846.37	23.66
272.00	ADMINISTRATIVE SERVICES	304,170.00		173,014.38	41,345.82		131,155.62	56.88
276.00	CEMETERY	218,290.00		77,965.59	8,853.40		140,324.41	35.72
305.00	POLICE ADMINISTRATION	337,170.00		132,680.09	23,598.58		204,489.91	39.35
315.00	CROSSING GUARDS	33,865.00		11,031.19	2,599.75		22,833.81	32.57
316.00	POLICE PATROLLING	1,033,330.00		442,518.14	60,585.55		590,811.86	42.82
336.00	FIRE DEPARTMENT	444,395.00		290,526.39	116,024.11		153,868.61	65.38
380.00	PLANNING/ZONING OFFICIAL	113,320.00		49,993.86	7,886.90		63,326.14	44.12
426.00	CIVIL DEFENSE	1,815.00		1,053.86	0.00		761.14	58.06
428.00	DISASTER ACCOUNT	100.00		0.00	0.00		100.00	0.00
441.00	PUBLIC SERVICES	8,445.00		2,597.34	321.68		5,847.66	30.76
447.00	ENGINEERING	270.00		0.00	0.00		270.00	0.00
448.00	STREET LIGHTING	121,935.00		61,500.51	11,108.26		60,434.49	50.44
458.00	SIDEWALK CONSTRUCTION-REPAIR	3,890.00		3,936.91	0.00		(46.91)	101.21
528.00	REFUSE COLLECTION	318,280.00		152,099.68	25,346.20		166,180.32	47.79
747.00	COMMUNITY GARDEN	0.00		102.29	0.00		(102.29)	100.00
756.00	PARKS AND BALL DIAMONDS	186,175.00		82,081.29	6,862.12		104,093.71	44.09
775.00	SENIOR CITIZENS	7,955.00		3,350.00	125.00		4,605.00	42.11
790.00	LIBRARY	10,390.00		440.50	0.00		9,949.50	4.24
806.00	CHRISTMAS DECORATIONS	4,465.00		2,288.02	1,194.70		2,176.98	51.24
807.00	CABLE COMMISSION	4,135.00		1,875.00	300.00		2,260.00	45.34
808.00	PLANNING COMMISSION	500.00		36.50	1.80		463.50	7.30
850.00	WORKERS COMPENSATION	75,120.00		37,053.00	(297.00)		38,067.00	49.33
855.00	RETIREE BENEFITS	103,525.00		42,998.98	85.00		60,526.02	41.53
890.00	CONTINGENCIES	41,000.00		0.00	0.00		41,000.00	0.00
999.00	SURPLUS	607,075.00		602,887.77	39,143.65		4,187.23	99.31
TOTAL Expenditures		5,653,410.00		3,019,319.45	440,297.87		2,634,090.55	53.41

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND								
Fund 101:								
	TOTAL REVENUES	5,653,410.00		3,409,591.40	44,377.34		2,243,818.60	60.31
	TOTAL EXPENDITURES	5,653,410.00		3,019,319.45	440,297.87		2,634,090.55	53.41
	NET OF REVENUES & EXPENDITURES	0.00		390,271.95	(395,920.53)		(390,271.95)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 202 - MAJOR STREETS FUND								
Revenues								
000.00		317,460.00		295,661.85	22,858.50		21,798.15	93.13
TOTAL Revenues		<u>317,460.00</u>		<u>295,661.85</u>	<u>22,858.50</u>		<u>21,798.15</u>	<u>93.13</u>
Expenditures								
000.00		112,355.00		0.00	0.00		112,355.00	0.00
451.00	STREET/ROAD CONSTRUCTION	0.00		187,117.71	0.00		(187,117.71)	100.00
463.00	STREET MAINTENANCE	118,875.00		69,627.90	5,253.89		49,247.10	58.57
474.00	TRAFFIC SERVICES	17,010.00		10,645.91	(205.88)		6,364.09	62.59
478.00	WINTER MAINTENANCE	38,720.00		6,014.04	3,671.35		32,705.96	15.53
482.00	STREET ADMIN/GEN EXP	30,500.00		0.00	0.00		30,500.00	0.00
TOTAL Expenditures		<u>317,460.00</u>		<u>273,405.56</u>	<u>8,719.36</u>		<u>44,054.44</u>	<u>86.12</u>
Fund 202:								
TOTAL REVENUES		317,460.00		295,661.85	22,858.50		21,798.15	93.13
TOTAL EXPENDITURES		<u>317,460.00</u>		<u>273,405.56</u>	<u>8,719.36</u>		<u>44,054.44</u>	<u>86.12</u>
NET OF REVENUES & EXPENDITURES		0.00		22,256.29	14,139.14		(22,256.29)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 203 - LOCAL STREETS FUND								
Revenues								
000.00		846,930.00		452,965.59	47,072.39		393,964.41	53.48
TOTAL Revenues		<u>846,930.00</u>		<u>452,965.59</u>	<u>47,072.39</u>		<u>393,964.41</u>	<u>53.48</u>
Expenditures								
451.00	STREET/ROAD CONSTRUCTION	607,075.00		415,770.06	39,143.65		191,304.94	68.49
463.00	STREET MAINTENANCE	141,370.00		78,122.37	4,169.06		63,247.63	55.26
474.00	TRAFFIC SERVICES	5,615.00		1,002.00	127.22		4,613.00	17.85
478.00	WINTER MAINTENANCE	33,455.00		4,183.12	1,577.40		29,271.88	12.50
482.00	STREET ADMIN/GEN EXP	59,415.00		0.00	0.00		59,415.00	0.00
TOTAL Expenditures		<u>846,930.00</u>		<u>499,077.55</u>	<u>45,017.33</u>		<u>347,852.45</u>	<u>58.93</u>
Fund 203:								
TOTAL REVENUES		<u>846,930.00</u>		<u>452,965.59</u>	<u>47,072.39</u>		<u>393,964.41</u>	<u>53.48</u>
TOTAL EXPENDITURES		<u>846,930.00</u>		<u>499,077.55</u>	<u>45,017.33</u>		<u>347,852.45</u>	<u>58.93</u>
NET OF REVENUES & EXPENDITURES		0.00		(46,111.96)	2,055.06		46,111.96	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
000.00		142,020.00		100,250.20		14,521.38		41,769.80	70.59
TOTAL Revenues		<u>142,020.00</u>		<u>100,250.20</u>		<u>14,521.38</u>		<u>41,769.80</u>	<u>70.59</u>
Expenditures									
000.00		142,020.00		43,949.77		1,871.12		98,070.23	30.95
TOTAL Expenditures		<u>142,020.00</u>		<u>43,949.77</u>		<u>1,871.12</u>		<u>98,070.23</u>	<u>30.95</u>
Fund 248:									
TOTAL REVENUES		142,020.00		100,250.20		14,521.38		41,769.80	70.59
TOTAL EXPENDITURES		<u>142,020.00</u>		<u>43,949.77</u>		<u>1,871.12</u>		<u>98,070.23</u>	<u>30.95</u>
NET OF REVENUES & EXPENDITURES		0.00		56,300.43		12,650.26		(56,300.43)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2010 NORMAL (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 250 - LOCAL DEV. FINANCE AUTHORITY						
Revenues						
000.00		394,150.00	1,595,644.32	191,841.57	(1,201,494.32)	404.83
TOTAL Revenues		<u>394,150.00</u>	<u>1,595,644.32</u>	<u>191,841.57</u>	<u>(1,201,494.32)</u>	<u>404.83</u>
Expenditures						
691.00	L.D.F.A.	169,700.00	36,432.50	0.00	133,267.50	21.47
693.00	S.S.A.B. HARDTECH	224,450.00	106,615.39	0.00	117,834.61	47.50
TOTAL Expenditures		<u>394,150.00</u>	<u>143,047.89</u>	<u>0.00</u>	<u>251,102.11</u>	<u>36.29</u>
<hr/>						
Fund 250:						
TOTAL REVENUES		394,150.00	1,595,644.32	191,841.57	(1,201,494.32)	404.83
TOTAL EXPENDITURES		<u>394,150.00</u>	<u>143,047.89</u>	<u>0.00</u>	<u>251,102.11</u>	<u>36.29</u>
NET OF REVENUES & EXPENDITURES		0.00	1,452,596.43	191,841.57	(1,452,596.43)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MASON

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2010 NORMAL (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 297 - ECONOMIC DEVELOPMENT COMM.						
Revenues						
000.00		35.00	18.73	8.08	16.27	53.51
TOTAL Revenues		<u>35.00</u>	<u>18.73</u>	<u>8.08</u>	<u>16.27</u>	<u>53.51</u>
Expenditures						
000.00		35.00	0.00	0.00	35.00	0.00
TOTAL Expenditures		<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.00</u>
Fund 297:						
TOTAL REVENUES		35.00	18.73	8.08	16.27	53.51
TOTAL EXPENDITURES		<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		0.00	18.73	8.08	(18.73)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 353 - 1992 LDFA BOND									
Revenues									
000.00		0.00		34,632.50		0.00		(34,632.50)	100.00
TOTAL Revenues		0.00		34,632.50		0.00		(34,632.50)	100.00
Expenditures									
000.00		0.00		34,632.50		0.00		(34,632.50)	100.00
TOTAL Expenditures		0.00		34,632.50		0.00		(34,632.50)	100.00
Fund 353:									
TOTAL REVENUES		0.00		34,632.50		0.00		(34,632.50)	100.00
TOTAL EXPENDITURES		0.00		34,632.50		0.00		(34,632.50)	100.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00		0.00	0.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED	
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 355 - 1998 LDFA SSAB BD-MI JOBS COMM									
Revenues									
000.00		0.00		106,615.39		0.00	(106,615.39)	100.00	
TOTAL Revenues		0.00		106,615.39		0.00	(106,615.39)	100.00	
Expenditures									
000.00		0.00		106,615.39		0.00	(106,615.39)	100.00	
TOTAL Expenditures		0.00		106,615.39		0.00	(106,615.39)	100.00	
Fund 355:									
TOTAL REVENUES		0.00		106,615.39		0.00	(106,615.39)	100.00	
TOTAL EXPENDITURES		0.00		106,615.39		0.00	(106,615.39)	100.00	
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00	0.00	0.00	

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 401 - CAPITAL IMPROVEMENT FUND									
Revenues									
000.00		0.00		89,171.20		0.00		(89,171.20)	100.00
TOTAL Revenues		0.00		89,171.20		0.00		(89,171.20)	100.00
Expenditures									
000.00		0.00		89,171.20		0.00		(89,171.20)	100.00
TOTAL Expenditures		0.00		89,171.20		0.00		(89,171.20)	100.00
Fund 401:									
TOTAL REVENUES		0.00		89,171.20		0.00		(89,171.20)	100.00
TOTAL EXPENDITURES		0.00		89,171.20		0.00		(89,171.20)	100.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00		0.00	0.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2010 NORMAL (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - WATER/SEWER FUND						
Revenues						
000.00		3,048,955.00	1,220,799.37	200,493.23	1,828,155.63	40.04
TOTAL Revenues		<u>3,048,955.00</u>	<u>1,220,799.37</u>	<u>200,493.23</u>	<u>1,828,155.63</u>	<u>40.04</u>
Expenditures						
545.00	WATER & SEWER ADMINISTRATION	2,830.00	199.09	65.20	2,630.91	7.03
548.00	SEWER MAINTENANCE	213,515.00	67,547.66	4,629.55	145,967.34	31.64
555.00	WASTEWATER TREATMENT PLANT	881,890.00	353,708.77	84,830.33	528,181.23	40.11
556.00	WATER MAINTENANCE	353,925.00	159,357.96	22,222.06	194,567.04	45.03
557.00	STORM SEWER PROGRAM	8,565.00	0.00	0.00	8,565.00	0.00
558.00	WATER IMPROVEMENT	168,600.00	33,471.06	19,155.00	135,128.94	19.85
559.00	WATER TREATMENT PLANT	856,740.00	236,441.63	18,196.28	620,298.37	27.60
561.00	W/S RENTAL PROPERTY 441 JEFFERSON	20,385.00	0.00	0.00	20,385.00	0.00
566.00	ALLOWANCE FOR DEPRECIATION	542,505.00	0.00	0.00	542,505.00	0.00
TOTAL Expenditures		<u>3,048,955.00</u>	<u>850,726.17</u>	<u>149,098.42</u>	<u>2,198,228.83</u>	<u>27.90</u>
Fund 592:						
TOTAL REVENUES		3,048,955.00	1,220,799.37	200,493.23	1,828,155.63	40.04
TOTAL EXPENDITURES		<u>3,048,955.00</u>	<u>850,726.17</u>	<u>149,098.42</u>	<u>2,198,228.83</u>	<u>27.90</u>
NET OF REVENUES & EXPENDITURES		0.00	370,073.20	51,394.81	(370,073.20)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED	
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)		
Fund 612 - MASON BUILDING AUTHORITY									
Revenues									
000.00		276,665.00		112,689.66		5.48	163,975.34	40.73	
TOTAL Revenues		<u>276,665.00</u>		<u>112,689.66</u>		<u>5.48</u>	<u>163,975.34</u>	<u>40.73</u>	
Expenditures									
000.00		276,665.00		113,136.81		0.00	163,528.19	40.89	
TOTAL Expenditures		<u>276,665.00</u>		<u>113,136.81</u>		<u>0.00</u>	<u>163,528.19</u>	<u>40.89</u>	
Fund 612:									
TOTAL REVENUES		276,665.00		112,689.66		5.48	163,975.34	40.73	
TOTAL EXPENDITURES		<u>276,665.00</u>		<u>113,136.81</u>		<u>0.00</u>	<u>163,528.19</u>	<u>40.89</u>	
NET OF REVENUES & EXPENDITURES		0.00		(447.15)		5.48	447.15	100.00	

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 661 - MOTOR VEHICLE POOL									
Revenues									
000.00		313,470.00		154,539.96		3,285.81		158,930.04	49.30
TOTAL Revenues		<u>313,470.00</u>		<u>154,539.96</u>		<u>3,285.81</u>		<u>158,930.04</u>	<u>49.30</u>
Expenditures									
567.00	SHOP & BLDG. MAINTENANCE	50,360.00		2,025.61		718.74		48,334.39	4.02
568.00	EQUIPMENT MAINTENANCE	180,090.00		69,395.69		12,002.08		110,694.31	38.53
901.00	EQUIPMENT-CAPITAL OUTLAY	83,020.00		5,712.36		150.00		77,307.64	6.88
TOTAL Expenditures		<u>313,470.00</u>		<u>77,133.66</u>		<u>12,870.82</u>		<u>236,336.34</u>	<u>24.61</u>
Fund 661:									
TOTAL REVENUES		313,470.00		154,539.96		3,285.81		158,930.04	49.30
TOTAL EXPENDITURES		<u>313,470.00</u>		<u>77,133.66</u>		<u>12,870.82</u>		<u>236,336.34</u>	<u>24.61</u>
NET OF REVENUES & EXPENDITURES		0.00		77,406.30		(9,585.01)		(77,406.30)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 702 - RAYNER BOND FUND									
Revenues									
000.00		26,000.00		11,618.14		254.24		14,381.86	44.69
TOTAL Revenues		<u>26,000.00</u>		<u>11,618.14</u>		<u>254.24</u>		<u>14,381.86</u>	<u>44.69</u>
Expenditures									
000.00		26,000.00		0.00		0.00		26,000.00	0.00
TOTAL Expenditures		<u>26,000.00</u>		<u>0.00</u>		<u>0.00</u>		<u>26,000.00</u>	<u>0.00</u>
Fund 702:									
TOTAL REVENUES		26,000.00		11,618.14		254.24		14,381.86	44.69
TOTAL EXPENDITURES		<u>26,000.00</u>		<u>0.00</u>		<u>0.00</u>		<u>26,000.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		0.00		11,618.14		254.24		(11,618.14)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 711 - CEMETERY TRUST FUND									
Revenues									
000.00		6,950.00		4,481.16		447.04		2,468.84	64.48
TOTAL Revenues		<u>6,950.00</u>		<u>4,481.16</u>		<u>447.04</u>		<u>2,468.84</u>	<u>64.48</u>
Expenditures									
000.00		6,950.00		0.00		0.00		6,950.00	0.00
TOTAL Expenditures		<u>6,950.00</u>		<u>0.00</u>		<u>0.00</u>		<u>6,950.00</u>	<u>0.00</u>
Fund 711:									
TOTAL REVENUES		6,950.00		4,481.16		447.04		2,468.84	64.48
TOTAL EXPENDITURES		<u>6,950.00</u>		<u>0.00</u>		<u>0.00</u>		<u>6,950.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		0.00		4,481.16		447.04		(4,481.16)	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)	
Fund 812 - SPECIAL ASSESSMENT FUND								
Revenues								
000.00		229,005.00		77,967.70		108.69	151,037.30	34.05
TOTAL Revenues		<u>229,005.00</u>		<u>77,967.70</u>		<u>108.69</u>	<u>151,037.30</u>	<u>34.05</u>
Expenditures								
000.00		229,005.00		111,659.25		0.00	117,345.75	48.76
TOTAL Expenditures		<u>229,005.00</u>		<u>111,659.25</u>		<u>0.00</u>	<u>117,345.75</u>	<u>48.76</u>
Fund 812:								
TOTAL REVENUES		229,005.00		77,967.70		108.69	151,037.30	34.05
TOTAL EXPENDITURES		<u>229,005.00</u>		<u>111,659.25</u>		<u>0.00</u>	<u>117,345.75</u>	<u>48.76</u>
NET OF REVENUES & EXPENDITURES		0.00		(33,691.55)		108.69	33,691.55	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	12/31/2010 (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 934 - GASB 34 FUND								
Expenditures								
000.00		0.00		295,000.00	0.00		(295,000.00)	100.00
TOTAL Expenditures		<u>0.00</u>		<u>295,000.00</u>	<u>0.00</u>		<u>(295,000.00)</u>	<u>100.00</u>
Fund 934:								
TOTAL REVENUES		0.00		0.00	0.00		0.00	0.00
TOTAL EXPENDITURES		<u>0.00</u>		<u>295,000.00</u>	<u>0.00</u>		<u>(295,000.00)</u>	<u>100.00</u>
NET OF REVENUES & EXPENDITURES		0.00		(295,000.00)	0.00		295,000.00	100.00

PERIOD ENDING 12/31/2010

GL NUMBER	DESCRIPTION	2010-11	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2010 NORMAL (ABNORMAL)	MONTH 12/31/2010 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
TOTAL REVENUES - ALL FUNDS		11,255,050.00	7,666,647.17	525,273.75	3,588,402.83	68.12
TOTAL EXPENDITURES - ALL FUNDS		11,255,050.00	5,656,875.20	657,874.92	5,598,174.80	50.26
NET OF REVENUES & EXPENDITURES		0.00	2,009,771.97	(132,601.17)	(2,009,771.97)	59.19

QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING 12/31/10

ACCOUNTS	CASH	DART MONEY MARKET	MBIA	TOTAL PRINCIPAL INVESTED	QUARTERLY INTEREST EARNED
MSB					
Cemetery Trust	225,928.38	0.00	100,189.34	326,117.72	108.50
Current Tax	864,902.59	0.00	300,610.72	1,165,513.31	9.85
D.D.A.	51,342.76	45,936.64	48,636.11	145,915.51	82.10
E.D.C.	21,621.76	0.00	0.00	21,621.76	8.08
General Fund	549,329.86	874,739.45	363,018.90	1,787,088.21	2,082.47
General Fund-Checking	21,146.61			21,146.61	0.00
L.D.F.A.	1,366,538.57	203,034.44	0.00	1,569,573.01	670.55
Rayner Bond	214,491.83	0.00	316,392.66	530,884.49	156.05
Water & Sewer	36,884.87	0.00	0.00	36,884.87	12.02
DNB					
Capital Improvement	387.20	0.00	0.00	387.20	0.00
Local Streets	30,969.66	94,369.72	10,251.86	135,591.24	85.61
Major Streets	76,712.58	365,418.79	65,004.04	507,135.41	430.19
M.V.P	69,679.22	545,330.77	55,862.87	670,872.86	631.87
Mason Building Authority	33,351.87	0.00	0.00	33,351.87	16.81
Special Assessments	11,723.20	289,910.11	19,298.12	320,931.43	333.30
Water & Sewer	1,830,360.05	2,197,282.21	101,568.61	4,129,210.87	2,515.32
TOTALS INVESTED	5,405,371.01	4,616,022.13	1,380,833.23	11,402,226.37	7,142.72
AVERAGE INT RATE	.18%-AVG	.43%-AVG	.10%-AVG		
TERM	LIQUID	LIQUID	LIQUID		
MATURITY DATE	N/A	N/A	N/A		
% INVESTED	47.41%	40.48%	12.11%	100.00%	

% IN DART	58.49%
% IN MSB	29.40%
% IN MBIA	12.11%
	100.00%

City of Mason

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MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Martin Colburn, City Administrator

DATE: January 17, 2011

RE: City Administrator's Report

Annual Budget Workshops

I am recommending that the City hold the annual Budget workshops with City Council the evenings of Wednesday and Thursday, April 13 & 14 at 5:30 PM. These workshops will to be to discuss and plan on the Fiscal Year 2011/2012 budget. The meetings will be held upstairs at City Hall in the training room.

Mason Care Free Clinic

In May 2004, Barry Saltman, MD, and his wife, Suzanne Saltman, RNFNP, wanted to repay the Mason community for the 28 years of support that they enjoyed providing primary medical care to thousands. The Saltman's planned a one night a week "ma and pa" free clinic that would service 50-100 people who would otherwise not have access to healthcare. Our County Commissioners later responded to their request for help with a \$20,000 contribution.

Six and a half years later, the local clinic has served over 2,600 of the neediest children, women and men in the community, who have made over 16,000 visits to the Mason Care Free Clinic. The Saltman's have provided over \$800,000 of care to the underserved and uninsured folks in the southern part of the county. The Care Free Clinic has also expanded to provide free or affordable medical, dental, behavioral health and optometric care at two Lansing clinics. In all, over 7,500 patients have been cared for with over 45,000 patient care visits.

The Saltman's state that while the numbers of underserved and uninsured people are rising, the volume of financial support has dwindled and they are struggling to keep their Mason clinic open.

I wanted to make the City Council and community aware that I have met with the Saltman's. While the City cannot make direct donations, I wanted to inform you of the services the Saltman's have provided and some of their ongoing needs due to the trying economy.

TO: Members of the Mason City Administration and City Council

A Brief History of Care Free as a Health Care Safety-Net for Mason, Leslie, Holt and the Southern Regions of Ingham County.

In May of 2004 Barry Saltman MD and his wife, Suzanne Saltman RNFNP, wanted to repay the Mason community for the 28 years of support that they enjoyed providing primary family medical care to thousands for the previous 28 years. The Saltmans planned a one night a week "ma and pa" free clinic that would serve maybe 50-100 folks who would otherwise not have access to health care. During their first week they received 150 phone calls from members of the community and realized that the need far exceeded their expectations. Our County Commissioners responded to our request for help with a \$20,000 contribution that enabled us to re-model a portion of our building at 790 E. Columbia to provide services to the needy.

Now, six and one-half years later, the local clinic has served over 2,600 of the neediest children, women and men in the community and provided over 16,000 visits in their Mason Care Free Clinic. At an average cost of \$55.00 per patient visit we have provided over \$800,000.00 of care to the underserved and uninsured folks in the southern aspect of our county.. In addition, the Care Free compassionate mission has expanded to provide free or affordable medical, dental, behavioral health and optometric care to include an additional 4,900 people in the Greater Lansing area in our two Lansing Clinics. In all, a total of over 7,500 patients have been cared for with over 45,000 patient care visits. The numbers pale in comparison to the personal stories that reflect the value of the contributions of the clinics to the lives of thousands of folks.

This valuable and inspirational venture has been the result of a collective effort on the part of community educational and service agencies, health care providers and support staff (paid and unpaid) , individual and business donors and various grants and fund raising activities. The unfortunate fact is that while the number of the underserved and uninsured is rising, the volume of financial support has dwindled. This is, of course, the result of the present economic struggles that plague most levels of our nation and community. Care Free is experiencing the same challenging financial demands that are affecting similar entities throughout the country. The simple fact is that it is impossible to maintain a viable fiscal profile with the fees for service coming from Medicaid, our Ingham County Health Plan or indigent patients with no means to compensate for their care. We are struggling to keep our Mason clinic open and are reaching out to our Mason political leadership and business entities to help us. We need some considerations that will augment our finances. It is our belief that we have demonstrated sufficient and sustained service to our community to deserve the support of the Mason Administration and City Council. We hope to open a dialogue that will enable us to sustain this healthcare safety net for the citizens of the southern regions of our county. I appreciate this opportunity to present a plan that will allow this to happen. Let's talk.

Barry Saltman MD