

# **DELHI CHARTER TOWNSHIP COMMITTEE OF THE WHOLE**

Community Services Center  
2074 Aurelius Road, Holt, MI 48842  
(517) 694-2137

Tuesday  
June 7, 2016

**6:30 p.m.**

## **Agenda**

- A. Fire Shared Services Initiative Update
- B. Authorize the Ingham County Drain Commissioner to Install a Section of Sanitary Sewer within the Intersection of Willoughby and Aurelius Roads
- C. Department of Public Services – May Activity Report

Public Comment

## Shared Public Services Initiative

### Capital Area Fire – Plante Moran Feasibility Report 6/2012

#### Revisited

#### Background

In June of 2012, Plante Moran released the Shared Public Service Initiative (SPSI) – Capital Area Fire Feasibility report. The report was completed with assistance from a grant secured through the Michigan Municipal League Foundation (MML) and at the behest of the following communities:

- City of Lansing
- City of East Lansing
- Delhi Township
- Lansing Township
- Meridian Township
- Delta Township

The main objectives of the project were to:

1. Assess the feasibility of creating an actionable plan for the fire departments of each community *to enhance collaboration, cooperation and regionalism.*
2. Develop a facilities Plan using existing resources
3. Assess organizational strategies and structure; including possible functional consolidation
4. Offer a phased approach, including identifying:
  - a. Immediate opportunities (e.g., smaller consolidations, common response automatic/mutual aid, etc.)
  - b. Longer term plan for remaining objectives

This document intends to provide an *update* concerning the status of the Plante Moran recommendations; to offer *next-step options* and recommendations for decision-makers; and *seeking specific direction* with regard to the desires of those decision-makers on expectations *for the selected option(s)*.

#### Update

Pages 10-12 of the June 2012 Plante Moran SPSI report offered specific recommendations for a phased approach to expand collaboration. Included therein (pg. 11) is a 4-Phase Table that provides unambiguous bullet point actions that should be taken and a timeline for these actions at each Phase 1/2/3/4 of the process. It should be noted that when reporting out on the SPSI report Plante Moran called for a more robust full implementation process that would be facilitated by an outside consultant group. Because of budget constraints and the recession, this recommendation did not occur.

The following is a status update of the Phase 1-4 action steps:

### **Phase 1 (Year 1) Recommendations:**

- Establish a governance structure for expanding on collaboration
  - An informal governance committee (the Shared Services Committee) was established shortly after the release of the SPSI report. It has met regularly since 2012 and collaborated on many issues relative to the fire service expanding collaboration as instructed. Among the accomplishments achieved since the formation of this group are the following:
    - Awarded a \$790k CGAP Grant to establish a joint Active Violence Incident (AVI) Response Team for collaborative incident response and scene management to AVI events.
    - Awarded a \$275k CGAP Grant for Blue Card Incident Management Training to train combined staff in uniform command and control scene management enhancing joint response capabilities.
    - Formation of a Mutual Box Alarm System (MABAS) group to develop more consistent dispatch and response protocol. This remains an on-going effort that was expanded to include out-county response. Dispatch limitations have delayed full implementation. However, a sub-committee continues to meet with dispatch and recent CAD software improvements have moved us much further along toward full implementation.
    - Expanded and enhanced joint regional team participation. Since 2012 the six departments have added a joint Tower Rescue Team and an AVI Team. Additionally, we have enhanced the USAR, HazMat and High-Angle Rescue Teams by adding team members from all six fire departments (formerly team participation was confined to four departments). Other joint special operations training has been conducted where formal teams do not exist (e.g., water rescue and extrication, etc.).
- Establish a legal relationship between communities
  - With exception for expanded Auto-Aid Agreements (see below), no legal relationship has been established.
- Implement Automatic Mutual Aid
  - Progress has been made and Automatic-Aid Agreements have been expanded. However, full implementation has been restricted by Computer Aided Dispatch (CAD) limitations. Work continues to resolve these problems and it is hoped that this can be completed within the next 6-12 months.
- Formalize existing collaborative efforts
  - Much progress has been made (as described above) because of the trust and relationships that have developed from regular meetings and discussions. This has occurred despite the absence of an existing legal relationship between communities

### **Phase 2 (Year 2) Recommendations:**

- Establish Standards – Schedules; Equipment; Policies/Procedures

- 5 of 6 communities have moved to a 3-shift configuration although some variation exists within those 3-shift configurations. Training, familiarity and relationships have improved because of the increased exposure to staff across jurisdictions resulting from more similar schedules. Battalion Chiefs are now meeting monthly to discuss coordinated response issues and concerns. Delhi and the City of Lansing are now represented by the same Union (Local 421) and adopted virtually identical work-shifts.
- Equipment consistency exists for the most critical operational tools (SCBA, SRT Tools, etc.) and those utensils necessary for seamless collaborative work on an emergency scene. Some larger equipment inconsistencies (e.g., apparatus, defibrillators, PPE, etc.) would require major new investment and impact other non-fire department operations (e.g., DPW, Finance, Legal, etc.).
- The most important operational procedures and practices are aligned or moving toward alignment (e.g., Blue Card Training, SRT's, etc.). However, full alignment of internal policies and procedures is hampered by vastly different Labor Agreements and institutional disciplinary requirements.
- Procurement Cooperative
  - Little progress has been made on this endeavor. This initiative is hampered by the constraints found with different fiscal calendars; very different purchasing policies and practices; and the limitations found with attempts to work across both jurisdictional and departmental boundaries (e.g., DPW, Maintenance, Finance, etc.) where other relationships exist.
- Shared Vehicle Maintenance
  - As above, many non-fire department limitations exist that constrain our ability to independently address this initiative. Internal and external fleet service agreements are in place. Some coexist with other legal and/or operational arrangements that include other fleet within the jurisdiction (e.g. police units, front loaders, dump trucks, administrative units, buses, etc.).
- Create an Authority
  - Has not been done.

### Phase 3 (Years 3-5)

- Limited Mergers: Scenario ½
  - Limited mergers have not occurred.
- Re-configure Stations
  - Some station reconfiguration has occurred. LFD has closed and/or sold all condition #2 facilities (except Training Tower); MTFD has closed its' condition #1 station and is near completion in a new construction replacement. Some apparatus placement has shifted.
- Common Management/Unified Command Center
  - While no Common Management/Unified Command Center has been implemented, significantly more collaboration and command management has occurred through the Lansing EOC and more recently with the Lansing BWL as an added partner.

Obviously Delta FD, as the Eaton County EOC must remain open for their regional community and therefore coordinates remotely.

- Create an Authority
  - See recommendations

#### Phase 4 (Year 6-7)

- Single Fire Authority
  - See recommendations
- Potentially Maintain Independent Brands
  - See recommendations
- Re-configure Station Locations
  - See recommendations

#### Next Steps

The Shared Services Committee, that continues to meet, has essentially fulfilled all of the tasks recommended by the SPSI report that can be completed without the assistance of other external departments and/or local political leaders. Continued meetings may be warranted to take advantage of future grant opportunities or to continue to fine tune emergency response procedures. However, *significant* economies of scale or monumental service enhancements would remain unlikely. Therefore, we have reached a point where decisions must be made and direction must be given to ensure expectations are being met relative to meeting Phase 3-4 of the SPSI report.

The Shared Services Group would make the following recommendations relative to those items that remain incomplete in Phase 1-2. Additionally, The Shared services Group would offer feedback and alternatives to the proposals that remain a part of Phase 3-4. Here are those recommendations:

#### Phase 1

- Establish a “legal relationship” between communities. - Each jurisdiction must decide if it wishes to enter into a “legal relationship” (beyond automatic Aid Agreements) with one another collectively (or in part). If parties decide they are unable or unwilling to enter into a “legal relationship” it may not mean the Shared Services Group would dissolve. Instead, it would indicate that the expected outcomes could be lowered and efforts would focus primarily on service enhancements and reductions in future costs that could be modestly achieved through improved regional planning and cooperation.
  - *Recommendation* – While it would be very ambitious to enter into a single “legal relationship” that encompasses all 6-departments, the Shared Services Group recommends that 2 or more communities should enter into a “legal relationship” with a goal of forming a Fire Authority or perhaps even multiple Fire Authorities (will be explained later).
  - *Recommendation* - Expand Automatic Mutual Aid Agreements as dispatch capabilities improve.

## Phase 2

- Align work-shifts/equipment/policies
  - *Recommendation* - continue to move toward an identical 3-shift schedule. A major hurdle has been successfully overcome by getting 5 of 6 departments on a 3-shift platoon. It is likely that over time it will be less difficult to get those agencies to agree to adopt a single common work-shift thus making long-term agreements much more likely and attainable.
  - *Recommendation* - Focus on specific equipment (e.g., disposable medical, defibrillator/monitors, PPE, software, etc.), and common design (rather than make/model), to include in a shared purchasing consortium model. Differences in purchasing timelines, policies, existing contracts, and procedural requirements (e.g., bid requirements, bid thresholds, inclusion of other fleet/IT/buildings, etc.) make it very difficult to move to a single joint purchasing model. So, the purpose of the Shared Services Group should be to identify those purchases where economies of scale can be achieved; and those purchases without overlap of other departments/divisions.
  - *Recommendation* - Continue to move toward common operational policies through Blue Card Training. Expand upon this by adopting/developing an agreed upon management-supervisory track (e.g., RAFT Fire Officer Training, LCC, Consultant, etc.).
- Shared Facilities/Property/Fleet Maintenance
  - *Recommendation* - Look for opportunities where they exist but understand that full execution of this task cannot be accomplished without agreement and cooperation from other staff (e.g., Building/Fleet Services, etc.). This task would likely best be accomplished by parties outside of the Shared Services Group.
- Create an Authority (or multiple Authorities)
  - *Recommendation* - The time has come to give very serious consideration to forming 1 or more Fire Authorities. The Shared Services Group understands that there may be those that wish to stay with the status quo. We are more than willing to accept this potential outcome. However, should that be the decision of any particular jurisdiction (or department), we would simply suggest that the financial benefits and expected outcomes would be adjusted and efforts would focus primarily on new grant opportunities, service enhancements, and reductions in future costs that could be modestly achieved through improved regional planning and cooperation (as described above in Phase 1).
  - *Recommendation* - For those communities that would entertain an option to form an Authority, the Shared Services Group will later offer several options including those prescribed by the original SPSI report as a part of the discussion in Phase 3 and Phase 4.

## Phase 3/4

- Limited Authorities - The Plante Moran SPSI report offered 2-Limited Merger Scenarios as a part of their recommendations. Since that report, another intriguing possibility has been demonstrated (e.g. East Pointe-Hazel Park) and at least one other viable functional merger opportunity was omitted. The Shared Services Group will include these alternatives among their recommendations. Assuming there is a desire on behalf of some of the communities to move forward, here are our recommendations in order of preference:

1. *Recommendation* - Two or more communities, we suggest Lansing and East Lansing at a minimum, should form a Fire Authority that merges the Administrative Functions of each fire department (see attachment #1). In this scenario the staff and resources assigned to the administrative task of: Fire Chief(s); Assistant Chief, Staff Officer, Finance Chief, Fire Prevention, Training, Emergency Management, Maintenance, IT (new), and clerical divisions, would be merged and responsible for those functions for each participating community.
  - This model would require creativity with regard to addressing concerns regarding wage and benefit differentials but we believe it remains a viable option. For example, the Authority could pay a fixed pension rate to the community (based on an agreed upon DC rate) until an employee fully vest in their current pension system. After vesting, the DC rate would continue and be paid directly to the employee as is the case with those employees currently in a DC pension system. Other possibilities could certainly be developed and explored. The point here is that no community would need to concern themselves with the suspicion that another community is shifting the burden of its legacy/OPEB expense onto them.
  - Consideration could also be given to including Battalion Chiefs (Shift Commanders) as members of this Administrative Authority although this might become more problematic from a labor perspective
    - *Recommendation* - Consideration should be given to including other fixed expenses and fire department costs within the scope of this Authority if adopted. These costs could include: Fleet; Building Maintenance; IT and Capital Improvements.
  - *Recommendation* - Consideration should be given to including an ambulance subsidy as a part of this Authority. Revenue generated by a levy under this model could be used to offset tax-paying resident expenses for ambulance fees not covered by private insurance. This revenue would also help to cover current write-offs and indigent costs associated with EMS transport. In addition, a dedicated EMS tax revenue would better position our departments to remain viable EMS resources under the ACA/ACO model. For our residents, it would help to maintain the current 24/7 medical transport model that exists in off-peak periods and eliminate balance billing for expenses not covered by insurance companies.
  - *Recommendation* - build a legal framework and platform that allows other communities to become members of any newly formed Fire Authority at a later date should they elect to do so.
2. *Recommendation* - If option one is not adopted, two or more communities should consider forming an Authority similar to that formed by East Pointe and Hazel Park. In that agreement, the respective communities formed an authority for revenue purposes that allowed separate non-contiguous communities to maintain local control, identity, and authority but recover revenue lost as a result of years of state revenue sharing reductions and significantly reduced property tax (effects of Proposal A & Headlee). In this scenario, the participating communities would maintain local control over all areas and

responsibility for day-to-day operations but better planning and re-investment in infrastructure would occur because of revenue certainty.

- **Full Merger(s)** as described in Scenario 1 (ELFD & MTFD) or Scenario 2 (COL, LTFD & ELFD) as recommended in the Plante Moran SPSI (June 2012).
  - Recommendation - The full mergers of several departments, as outlined in the SPSI report, remains an option. However, the complexity of these mergers would assure that the realization of this goal would remain much further out and we currently advise against this. Significant changes would be required in each Labor Agreement addressing: wages; benefits; pensions; scheduling; promotional practices; service levels; etc. Additionally, the loss of local control would be a very difficult issue to overcome. It should also be noted that the costs savings and staffing levels articulated in the SPSI report would be extremely difficult to realize or sustain (the PT employee numbers are staggering and we currently do not have those numbers within the greater Lansing area. Similarly, it is very unlikely that we would be able to retain that many well-trained part-time employees without losing them to other agencies. This has been the experience of other agencies have found themselves in a constant state of rehiring and training (much of the anticipated savings may not be realized). However, the Shared Services Committee remains committed to pursuing this goal should it be the desire of our elected leaders. It would require significant outside resources (e.g., Consultant, Finance, HR, Legal, etc.) assistance and facilitation should we be instructed to pursue this agenda.

### **Seek Specific Direction**

At this point, the Shared Service Committee is seeking very specific direction and guidance. A number of possibilities have been proposed here. Each one may have some, or no, appeal to a particular community. We encourage some discussion among our Supervisors and Political Leaders; and we are willing to make ourselves available for that discussion. Eventually, communities must settle upon an approach that works for them. It is our hope that we have provided options that are appealing and offer different solutions for each community. We welcome the fact that there may be more than one approach adopted as a result of the recommendations that have been made. However, it is also our hope that, in the end, the long-term goals remains consistent with those 4-objectives (pg.1) articulated to Plante Moran when the original study was commissioned. We believe an immediate action should be taken to retain Plante Moran (preferred), or a like group, to facilitate the process leading to an agreed upon Limited Fire Authority similar to those proposed in Phase 3/4 recommendations items #1 or #2.

In any case, it is also our recommendation that we meet regularly, maintain, and build upon the relationships that have been cultivated throughout this process. We believe it has already resulted in better service and other direct benefit to our residents and constituency.

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** June 3, 2016

**RE:** Authorize the Ingham County Drain Commissioner to Install a Section of Sanitary Sewer Within the Intersection of Willoughby and Aurelius Road

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Enclosed for your review and approval is bid Alternate 2 (item number 76) by Jackson Dirt Works in the amount of \$33,000 for the installation of a section of sanitary sewer within the intersection of Aurelius and Willoughby Roads.

This Alternate No. 2 is being included as part of the Stimson Drain Improvement Project by the Ingham County Drain Commissioner as a savings measure to our sewer system. We are currently planning for the replacement of the Delhi Commerce Lift Station and will be including this project in our Capital Improvements Plan for future replacement. Replacement of the lift station includes the installation of a gravity sanitary sewer from the existing station north along Delhi Commerce Drive then east along Willoughby connecting into the Aurelius Road system.

With the Stimson Drain improvements going through the Willoughby and Aurelius Road intersection already it would save the Township approximately 50% of the cost of doing it as a separate project when we decide to replace the lift station. Therefore, I recommend we install it now as a phase 1 of the Delhi Commerce Lift Station replacement project and pay for it from the Replacement Fund.

#### **Recommended Motion:**

**To authorize the Ingham County Drain Commissioner to install a section of sanitary sewer within the intersection of Willoughby and Aurelius Road as part of the Stimson Drain project at an estimated cost of \$33,000.**

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**INTEROFFICE MEMORANDUM**

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**TO:** JOHN ELSINGA, TOWNSHIP MANAGER  
**FROM:** SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES  
**SUBJECT:** DELHI COMMERCE CENTER LIFT STATION  
**DATE:** JUNE 2, 2016  
**COPY TO:** FILE

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The 1986 Delhi Commerce Center (DCC) lift station has been the subject of several studies on its elimination or replacement. Each time it was considered, the project was not undertaken and now the lift station is thirty years old and significantly deteriorated.

Today, the Ingham County Drain Commission (ICDC) has presented the township with a unique opportunity due to the Stimson Drain project. This project will include reconstruction of the intersection of Willoughby and Aurelius. The township requested the ICDC to bid the work needed for the sanitary project as an alternative cost to the drain project; hoping to take advantage of a possible cost reduction. The bid price to remove the pipe at Willoughby and Aurelius and re-install it at a lower elevation in preparation for future elimination of the DCC lift station is \$33,000. The stand alone price for the same work is estimated to be \$75,000.

I respectfully request you ask the Township Board to approve the cost to remove and re-install the sanitary sewer piping on the corner of Willoughby and Aurelius in preparation of elimination of the Delhi Commerce Center lift station for a total cost of \$33,000.00. Funds are available in the Department of Public Services Equipment Repair and Maintenance – Collection System Fund Allocation account 590-558.00-930.016.

INGHAM COUNTY DRAIN COMMISSIONER - STIMSON DRAIN											
Tabulation of Bids Opened Wednesday, May 25, 2016				JACKSON DIRT WORKS		HOFFMAN BROS., INC.		TCI INC. OF MICHIGAN		E.T. MACKENZIE CO.	
ITEM NO	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Open Ditch Cleanout	LF	1,085	\$9.50	\$10,307.50	\$69.89	\$75,830.65	\$31.85	\$34,557.25	\$42.80	\$46,438.00
2	Minor Road Ditch Grading	LF	650	\$6.50	\$4,225.00	\$4.94	\$3,211.00	\$14.85	\$9,652.50	\$4.05	\$2,632.50
3	12" C76 IV RCP Storm Sewer	LF	2,156	\$75.00	\$161,700.00	\$103.00	\$222,068.00	\$88.45	\$190,698.20	\$122.50	\$264,110.00
4	15" C76 IV RCP Storm Sewer	LF	650	\$81.00	\$52,650.00	\$104.00	\$67,600.00	\$89.90	\$58,435.00	\$104.90	\$68,185.00
5	18" C76 IV RCP Storm Sewer	LF	847	\$88.00	\$74,536.00	\$105.00	\$88,935.00	\$114.60	\$97,066.20	\$135.10	\$114,429.70
6	24" C76 IV RCP Storm Sewer	LF	1,070	\$92.00	\$98,440.00	\$106.29	\$113,730.30	\$120.30	\$128,721.00	\$160.50	\$171,735.00
7	4" SDR 26 PVC, Storm Sewer Lead	LF	450	\$29.00	\$13,050.00	\$63.86	\$28,737.00	\$63.00	\$28,350.00	\$45.50	\$20,475.00
8	8" Dual Wall HDPE Stm Sewer	LF	8	\$70.00	\$560.00	\$127.59	\$1,020.72	\$81.60	\$652.80	\$67.45	\$539.60
9	10" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	560	\$72.00	\$40,320.00	\$60.00	\$33,600.00	\$84.00	\$47,040.00	\$86.25	\$48,300.00
10	12" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	1,401	\$76.00	\$106,476.00	\$120.00	\$168,120.00	\$84.85	\$118,874.85	\$87.05	\$121,957.05
11	18" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	301	\$80.00	\$24,080.00	\$125.00	\$37,625.00	\$90.70	\$27,300.70	\$181.60	\$54,661.60
12	4" Perforated HDPE Sock Wrapped Underdrain	LF	2,255	\$2.50	\$5,637.50	\$32.82	\$74,009.10	\$14.20	\$32,021.00	\$4.55	\$10,260.25
13	4' Dia Stm Manhole	EA	9	\$3,000.00	\$27,000.00	\$2,000.00	\$18,000.00	\$5,310.00	\$47,790.00	\$3,164.00	\$28,476.00
14	5' Dia Stm Manhole	EA	8	\$3,400.00	\$27,200.00	\$3,000.00	\$24,000.00	\$6,730.00	\$53,840.00	\$4,334.00	\$34,672.00
15	6' Dia Stm Manhole	EA	3	\$4,200.00	\$12,600.00	\$4,500.00	\$13,500.00	\$8,250.00	\$24,750.00	\$6,687.00	\$20,061.00
16	4' Dia Catch Basin w/3' Sump	EA	8	\$3,000.00	\$24,000.00	\$2,500.00	\$20,000.00	\$5,440.00	\$43,520.00	\$3,056.00	\$24,448.00
17	18" HDPE Drain Basin	EA	18	\$1,600.00	\$28,800.00	\$2,250.00	\$40,500.00	\$2,672.00	\$48,096.00	\$1,606.00	\$28,908.00
18	24" HDPE Drain Basin	EA	28	\$1,800.00	\$50,400.00	\$2,750.00	\$77,000.00	\$2,897.00	\$81,116.00	\$1,943.00	\$54,404.00
19	30" HDPE Drain Basin	EA	4	\$2,200.00	\$8,800.00	\$3,250.00	\$13,000.00	\$4,388.00	\$17,552.00	\$3,352.00	\$13,408.00
20	12" HDPE Flared End Section	EA	5	\$200.00	\$1,000.00	\$1,500.00	\$7,500.00	\$416.50	\$2,082.50	\$735.00	\$3,675.00
21	36-inch RCP Flared End Section	EA	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,226.00	\$2,226.00	\$2,931.00	\$2,931.00
22	48-inch RCP Flared End Section	EA	1	\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00	\$3,925.00	\$3,925.00	\$4,164.00	\$4,164.00
23	Riprap over Geotextile Fabric	SYD	375	\$45.00	\$16,875.00	\$37.00	\$13,875.00	\$56.20	\$21,075.00	\$50.70	\$19,012.50
24	Concrete Driveway Trench Drain, 4 inch	LF	35	\$40.00	\$1,400.00	\$183.74	\$6,430.90	\$173.11	\$6,058.85	\$359.70	\$12,589.50
25	8" SDR 26 PVC, Sanitary Sewer	LF	310	\$75.00	\$23,250.00	\$86.07	\$26,681.70	\$107.50	\$33,325.00	\$157.35	\$48,778.50
26	Sanitary Clean Out, 6-inch	EA	9	\$500.00	\$4,500.00	\$736.17	\$6,625.53	\$633.00	\$5,697.00	\$839.95	\$7,559.55
27	HMA - 3E3, Base	TON	1,590	\$65.00	\$103,350.00	\$57.36	\$91,202.40	\$62.84	\$99,915.60	\$58.85	\$93,571.50
28	8-inch Aggregate Base, 21AA	SYD	10,900	\$10.50	\$114,450.00	\$10.72	\$116,848.00	\$7.35	\$80,115.00	\$11.95	\$130,255.00
29	MDOT Class II Sand Base	CYD	2,830	\$13.00	\$36,790.00	\$0.01	\$28.30	\$13.65	\$38,629.50	\$24.70	\$69,901.00
30	Station Grading (Aurelius)	STA	24.5	\$1,450.00	\$35,525.00	\$6,500.00	\$159,250.00	\$3,908.00	\$95,746.00	\$2,889.00	\$70,780.50
31	Station Grading (Monroe/Vernon/Norwood)	STA	19.5	\$1,900.00	\$37,050.00	\$2,500.00	\$48,750.00	\$4,130.00	\$80,535.00	\$2,727.00	\$53,176.50
32	Concrete Curb & Gutter	LF	2,400	\$15.00	\$36,000.00	\$18.00	\$43,200.00	\$13.42	\$32,208.00	\$16.20	\$38,880.00
33	Gravel Shoulder, 6-inch C.I.P.	SYD	1,255	\$15.75	\$19,766.25	\$6.68	\$8,383.40	\$4.15	\$5,208.25	\$13.10	\$16,440.50
34	Tree Removal, 6-inch to 12-inch	EA	39	\$300.00	\$11,700.00	\$151.52	\$5,909.28	\$350.00	\$13,650.00	\$885.00	\$34,515.00
35	Tree Removal, 13-inch to 24-inch	EA	23	\$500.00	\$11,500.00	\$762.08	\$17,527.84	\$500.00	\$11,500.00	\$1,265.00	\$29,095.00
36	Tree Removal, 25-inch or Greater	EA	2	\$800.00	\$1,600.00	\$1,509.00	\$3,018.00	\$1,800.00	\$3,600.00	\$2,280.00	\$4,560.00
37	Remove Existing Storm Sewer, Any Size	LF	300	\$19.00	\$5,700.00	\$20.00	\$6,000.00	\$65.00	\$19,500.00	\$21.60	\$6,480.00
38	Remove Existing Drainage Structure	EA	6	\$600.00	\$3,600.00	\$250.00	\$1,500.00	\$800.00	\$4,800.00	\$501.40	\$3,008.40
39	Core Manhole, 4-inch	EA	3	\$500.00	\$1,500.00	\$100.00	\$300.00	\$450.00	\$1,350.00	\$1,295.00	\$3,885.00
40	Core Manhole, 8-inch	EA	3	\$520.00	\$1,560.00	\$300.00	\$900.00	\$550.00	\$1,650.00	\$1,372.00	\$4,116.00
41	Core Manhole, 12-inch Dia.	EA	4	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$850.00	\$3,400.00	\$1,853.00	\$7,412.00
42	Bulk Head 15" or Less	EA	8	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$350.00	\$2,800.00	\$210.80	\$1,686.40
43	Abandon & Fill Existing Storm Sewer	CYD	20	\$120.00	\$2,400.00	\$230.00	\$4,600.00	\$150.00	\$3,000.00	\$168.85	\$3,377.00
44	Sanitary Sewer Lead Cut and Reconnect, 6-inch SDR 26 PVC	LF	470	\$40.00	\$18,800.00	\$78.60	\$36,942.00	\$41.45	\$19,481.50	\$75.30	\$35,391.00
45	Sanitary Sewer Manhole Adjustments	EA	12	\$500.00	\$6,000.00	\$500.00	\$6,000.00	\$325.00	\$3,900.00	\$651.90	\$7,822.80
46	Water Valve Adjustment	EA	5	\$300.00	\$1,500.00	\$150.00	\$750.00	\$200.00	\$1,000.00	\$227.45	\$1,137.25
47	Water Service Connection, 1-inch	EA	10	\$1,600.00	\$16,000.00	\$804.11	\$8,041.10	\$440.00	\$4,400.00	\$1,427.00	\$14,270.00
48	Curb Stop, 1-inch, Adj.	EA	33	\$480.00	\$15,840.00	\$83.61	\$2,759.13	\$452.00	\$14,916.00	\$284.30	\$9,381.90
49	Sidewalk, Conc, 4 inch	SYD	1,500	\$38.50	\$57,750.00	\$46.69	\$70,035.00	\$33.33	\$49,995.00	\$46.05	\$69,075.00
50	Sidewalk Ramp, Conc, 6 inch	SYD	20	\$63.00	\$1,260.00	\$77.37	\$1,547.40	\$58.90	\$1,178.00	\$79.35	\$1,587.00
51	Detectable Warning Surface	EA	6	\$300.00	\$1,800.00	\$251.00	\$1,506.00	\$275.00	\$1,650.00	\$248.55	\$1,491.30
52	Concrete Driveway Restoration, 6-inch	SYD	300	\$43.00	\$12,900.00	\$50.43	\$15,129.00	\$38.42	\$11,526.00	\$64.00	\$19,200.00
53	HMA LVSP Driveway Restoration, 3-inch	SYD	550	\$29.00	\$15,950.00	\$40.76	\$22,418.00	\$64.74	\$35,607.00	\$36.55	\$20,102.50
54	Aggregate Driveway Restoration, 6-inch MDOT 6A	SYD	1,400	\$9.70	\$13,580.00	\$14.27	\$19,978.00	\$5.90	\$8,260.00	\$13.75	\$19,250.00
55	Lawn/Road Ditch Restoration (3 inches topsoil, seed, Silt Stop and mulch)	SYD	2,900	\$6.80	\$19,720.00	\$4.45	\$12,905.00	\$5.43	\$15,747.00	\$8.10	\$23,490.00
56	Infiltration Swale, Grading and Restoration	SYD	2,100	\$7.40	\$15,540.00	\$10.04	\$21,084.00	\$35.72	\$75,012.00	\$48.60	\$102,060.00
57	Detention Area Restoration, Mesic to Dry Seed	SYD	13,000	\$5.50	\$71,500.00	\$7.86	\$102,180.00	\$7.06	\$91,780.00	\$1.65	\$21,450.00
58	Detention Area Restoration, Wet to Mesic Seed	SYD	14,250	\$5.60	\$79,800.00	\$7.86	\$112,005.00	\$7.06	\$100,605.00	\$1.75	\$24,937.50
59	Mulch Blanket	SYD	2,500	\$2.50	\$6,250.00	\$1.66	\$4,150.00	\$1.81	\$4,525.00	\$2.20	\$5,500.00
60	Machine Grading, Detention Basin	LS	1	\$275,000.00	\$275,000.00	\$315,000.00	\$315,000.00	\$332,975.00	\$332,975.00	\$523,745.00	\$523,745.00
61	Machine Grading, Autumnwood Condominium Detention Basin	LS	1	\$37,000.00	\$37,000.00	\$25,000.00	\$25,000.00	\$87,830.00	\$87,830.00	\$81,295.00	\$81,295.00
62	Clean Out Existing Culvert	LF	42	\$30.00	\$1,260.00	\$25.81	\$1,084.02	\$71.00	\$2,982.00	\$82.85	\$3,479.70
63	Tree Plantings (4 each of: Silver Maple, Red Maple, White Pine, Swamp White Oak & Blue Spruce)	EA	20	\$400.00	\$8,000.00	\$371.49	\$7,429.80	\$407.00	\$8,140.00	\$826.30	\$16,526.00
64	Three-Rail Split Wooden Fence	LF	250	\$10.00	\$2,500.00	\$12.30	\$3,075.00	\$45.00	\$11,250.00	\$12.10	\$3,025.00
65	Street Markings & Pavement Striping	LS	1	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00	\$3,750.00	\$3,750.00	\$3,630.00	\$3,630.00
66	Irrigation System Restoration (Autumnwood Condominium)	LS	1	\$1,200.00	\$1,200.00	\$4,337.38	\$4,337.38	\$10,000.00	\$10,000.00	\$10,298.00	\$10,298.00
67	Soil Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$32,800.00	\$32,800.00	\$36,048.00	\$36,048.00
68	Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$45,800.00	\$45,800.00	\$5,287.00	\$5,287.00
69	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$67,350.00	\$67,350.00	\$89,308.00	\$89,308.00
70	Aurelius & Willoughby Intersection Traffic Coordination	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$27,450.00	\$27,450.00	\$10,789.00	\$10,789.00
71	Street Signage & Mailbox Restoration	LS	1	\$3,000.00	\$3,000.00	\$3,681.17	\$3,681.17	\$9,400.00	\$9,400.00	\$6,737.00	\$6,737.00
72	Deadfall Tree Removal	LS	1	\$1,000.00	\$1,000.00	\$7,483.05	\$7,483.05	\$5,000.00	\$5,000.00	\$5,995.00	\$5,995.00
73	Existing Fence Removal and Replacement	LF	450	\$8.00	\$3,600.00	\$15.28	\$6,876.00	\$15.00	\$6,750.00	\$14.40	\$6,480.00
77	HMA - LVSP, Top	TONS	940	\$65.00	\$61,100.00	\$58.27	\$54,773.80	\$63.84	\$60,009.60	\$59.80	\$56,212.00
78	HMA - LVSP, Leveling	TONS	400	\$65.00	\$26,000.00	\$58.27	\$23,308.00	\$63.84	\$25,536.00	\$59.80	\$23,920.00
79	4-foot Dia Sanitary Sewer Manhole	EA	1	\$5,000.00	\$5,000.00	\$2,275.33	\$2,275.33	\$6,200.00	\$6,200.00	\$5,020.00	\$5,020.00
BASE BID TABULATED TOTAL				\$2,093,048.25	\$2,751,570.30	\$2,844,835.30	\$3,061,891.50				
BASE BID AS READ				\$2,093,048.25	\$2,751,570.52	\$2,844,835.30	\$3,061,891.50				
ALTERNATE NO. 1											
74	HMA Surface, Rem	SYD	7,000	\$1.90	\$13,300.00	\$2.06	\$14,420.00	\$3.16	\$22,120.00	\$2.50	\$17,500.00
75	HMA - LVSP, Top	TON	770	\$65.00	\$50,050.00	\$58.27	\$44,867.90	\$63.84	\$49,156.80	\$59.80	\$46,046.00
TABULATED TOTAL ALTERNATE NO. 1				\$63,350.00	\$69,287.90	\$71,276.80	\$63,546.00				
TOTAL - BASE BID WITH ALTERNATE NO. 1				\$2,156,398.25	\$2,810,858.20	\$2,916,112.10	\$3,125,437.50				
BID FOR ALTERNATE NO. 1 AS READ				\$63,350.00	\$69,287.90	\$71,276.80	\$63,546.00				
ALTERNATE NO. 2											
76	Alternate No. 2 - Delhi Township Sanitary Sewer Work	LS	1	\$33,000.00	\$33,000.00	\$28,415.58	\$28,415.58	\$182,500.00	\$182,500.00	\$107,270.00	\$107,270.00
TABULATED TOTAL ALTERNATE NO. 2				\$33,000.00	\$28,415.58	\$182,500.00	\$107,270.00				
TOTAL - BASE BID WITH ALTERNATE NO. 2				\$2,126,048.25	\$2,779,985.88	\$3,027,335.30	\$3,169,161.50				
BID FOR ALTERNATE NO. 2 AS READ				\$33,000.00	\$28,415.58	\$182,500.00	\$107,270.00				
TOTAL - BASE BID, ALTERNATE NO. 1, AND ALTERNATE NO. 2				\$2,189,398.25	\$2,839,273.78	\$3,098,612.10	\$3,232,707.50				

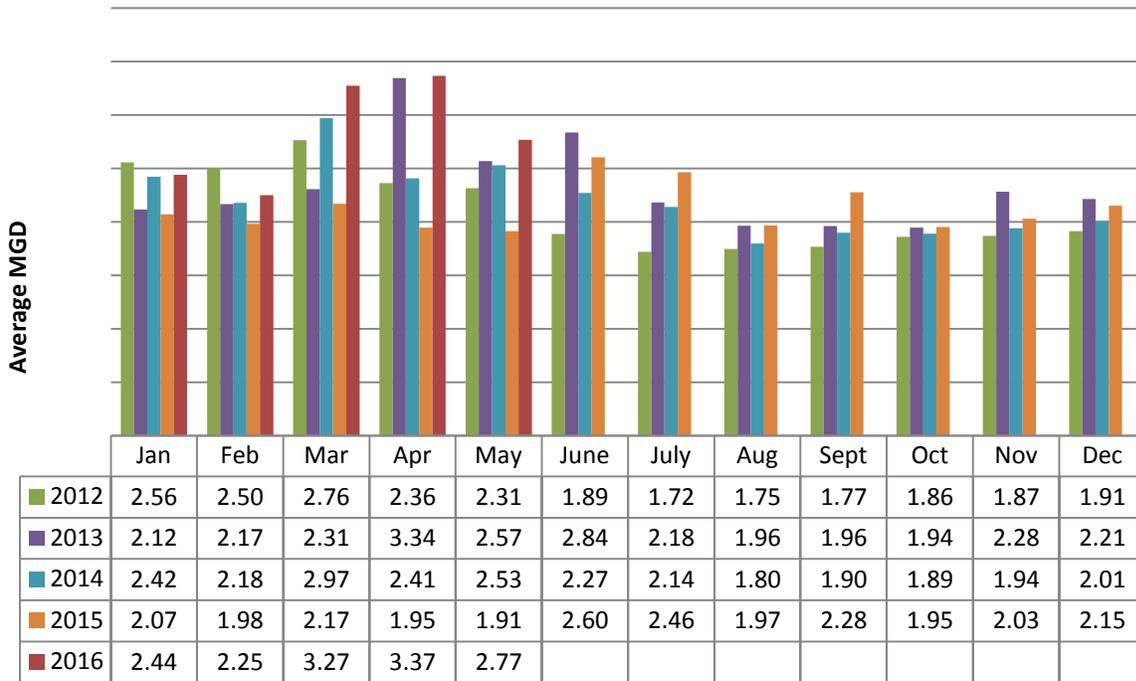


# DEPARTMENT OF PUBLIC SERVICES

## Monthly Report

### May 2016

Flow Data – (Million Gallons per Day of water processed by the plant)



### Laboratory Testing and Quality Control – Quality Assurance Program

Tests Run For	Number of Tests Run	% Passing
Permit Compliance	247	
Process Control	1776	
Quality Control	116	95%
Check Samples	13	92%
DMRQA-Study 36 Proficiency	4	*
Miscellaneous Sampling	18	
<b>Totals</b>	<b>2174</b>	<b>94%</b>

\*DMRQA test results will not be graded until the study closes in July

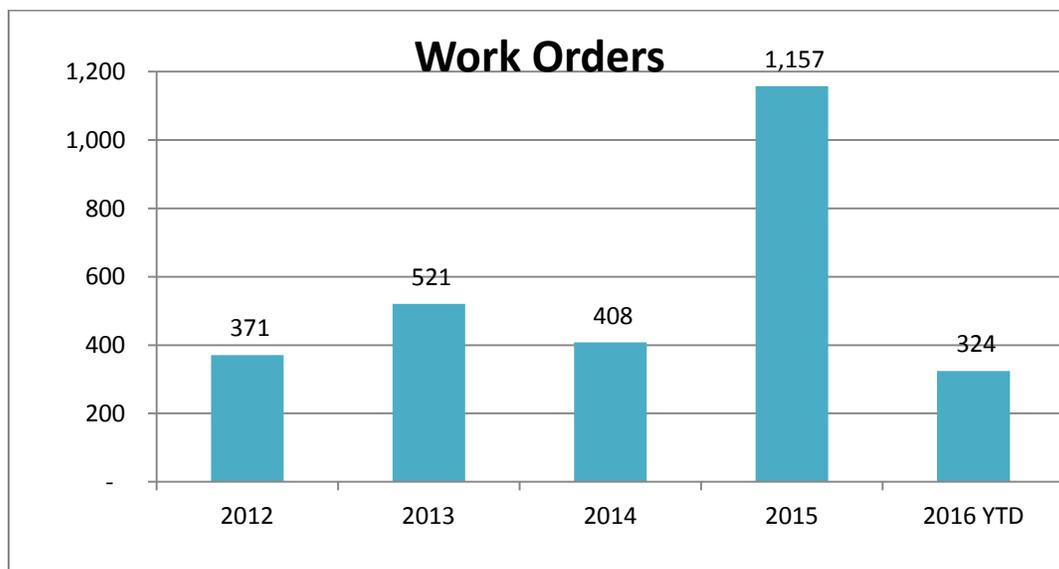
## Safety

May Safety Activities	Date	Description
<b>Confined Space Entries</b>		
POTW	5/17/2016	Aerartion Tank 94(Vactor Demonstration)

## Training

Date	# of Employees Attended	Training Course Description
4/30-5/5/16	1	WEF Collections Conference
5/3-5/5/16	2	Michigan Recycling Coalition Conference
5/18/16	2	MWEA Lab Practices Seminar
5/19/16	2	Strategic Overview of Disaster Management - Water & Wastewater Utilities

## Maintenance



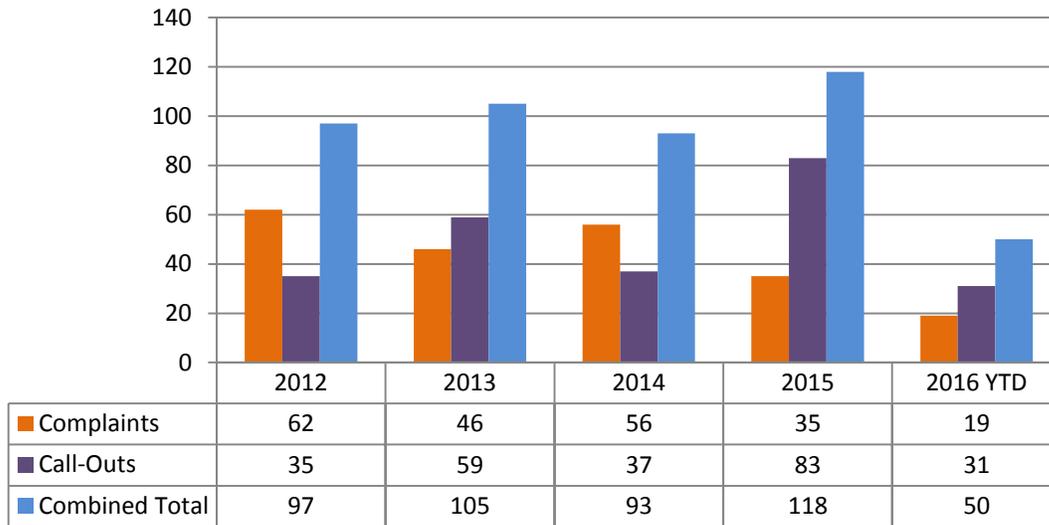
Note: Below are highlights of some of the repairs performed.

- Dug trench at POTW pond area for Fire Department training
- Street swept Memorial Day parade route and CSC parking lot
- Rebuilt water tanks for Grovenburg Road community garden
- Cleaned sheep barn at POTW pond area
- Assisted with shearing forty-four (44)sheep

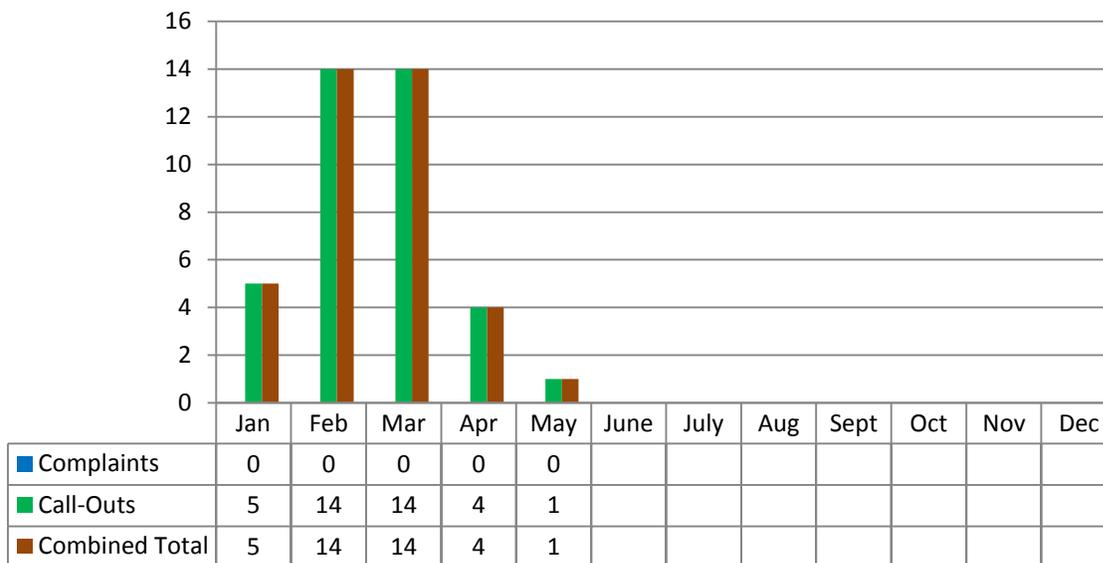
- Repaired yard lights at the POTW
- Repaired pump #1 for the basin drain pump station at the POTW
- Replaced the air relief valve in the manhole on Jarvis Highway
- Trimmed bushes and trees at all DPS properties; removed dead trees at Dell Road lift station and Maintenance building
- Removed covers and cleaned them on Mesophilic digester #2
- Cleaned and prepared POTW for annual Open House
- A contractor began filling the pit in the RBC building for future building renovation
- One drying bed was cleaned and debris was hauled to the Granger landfill

## Unscheduled Service Calls

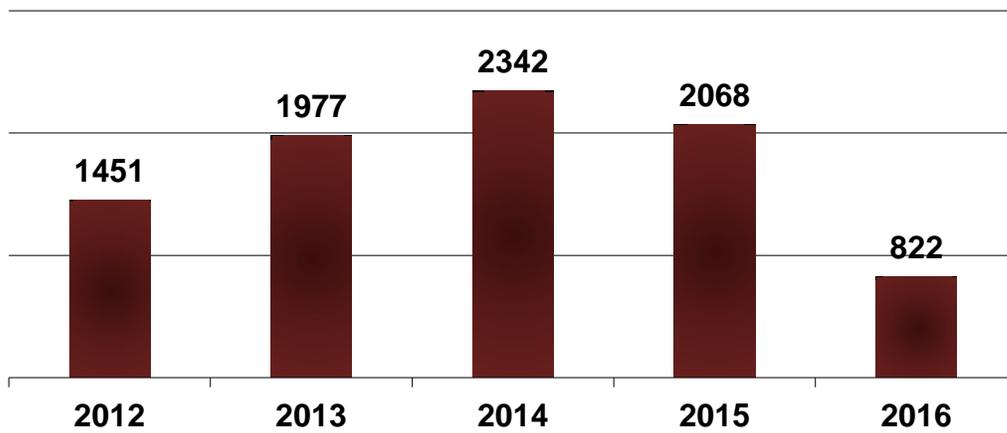
### Collections Unscheduled Service Calls



## POTW Call Outs

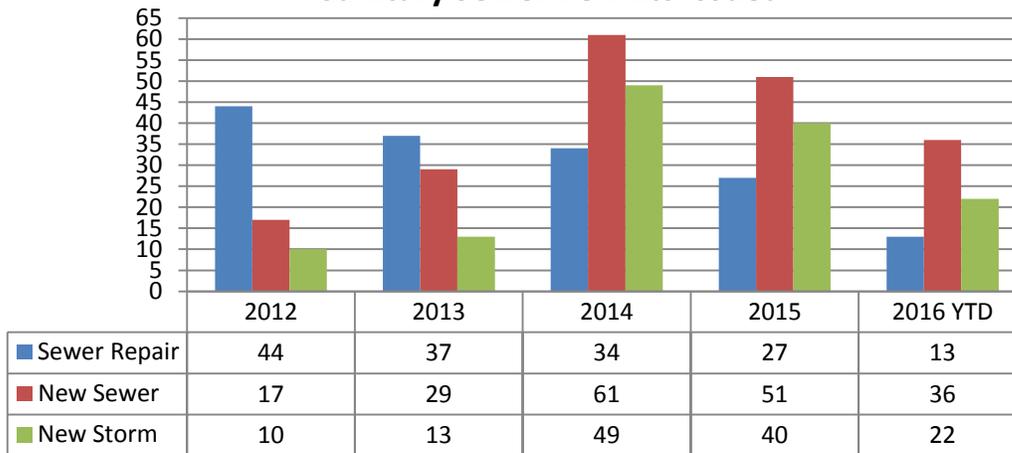


## Miss Digs Performed

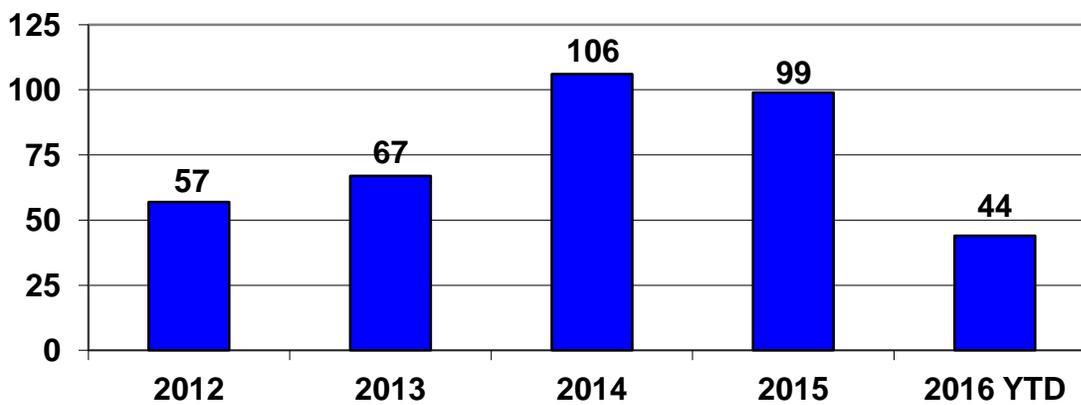


## Sanitary Sewer Permits

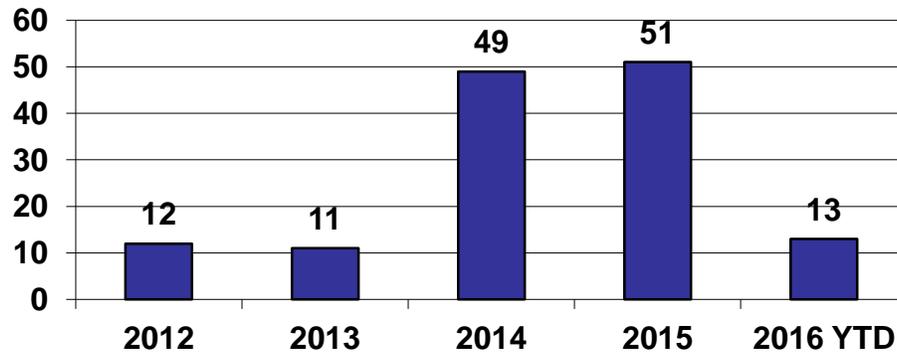
### Sanitary Sewer Permits Issued



## Sanitary Sewer Inspections Performed



### Storm Sewer Inspections Performed

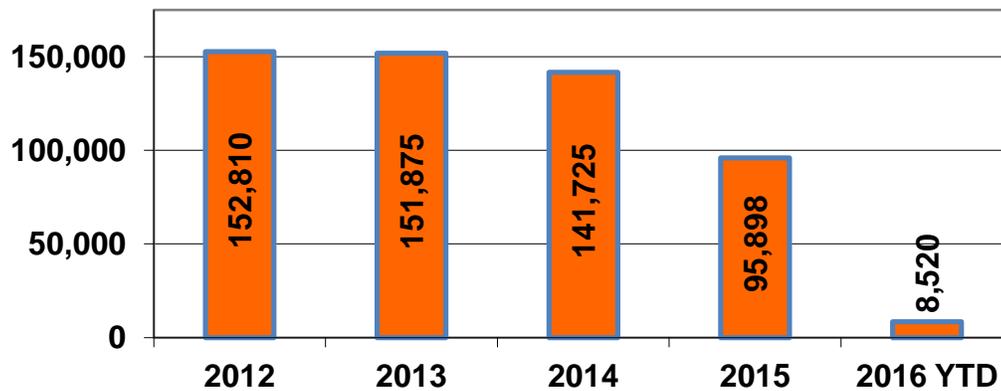


### New Construction

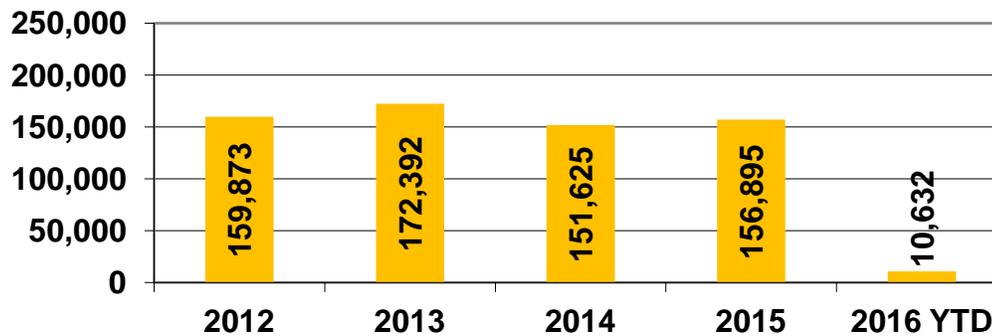
Sanitary sewer installation continues at Prestwick Village; Hubbell, Roth & Clark is providing construction observation for this project.

Two (2) final offers were mailed to property owners on Eifert Road for the Eifert Road Force Main replacement project.

### Feet of Sanitary Sewer Cleaned (Vactor Truck Work)



### Feet of Sanitary Sewer Televised (Camera Truck Work)



## Storm water

The Greater Lansing Regional Committee (GLRC) Stormwater Display was used for Public Education on Saturday May 7<sup>th</sup> at the Publicly Owned Treatment Works (POTW) annual Open House held each during Water Quality Awareness Week.

The Delhi recycling mascot "Gill" attended the annual Board of Water and Light 'Adopt-a-River' event on Saturday May 14<sup>th</sup> at the Impression 5 Museum.

On Monday May 16<sup>th</sup>, two seasonal student interns started working at the POTW and will conduct surface water and sanitary sewer monitoring throughout the summer.

The GLRC Public Education Committee meeting on Wednesday May 18<sup>th</sup> was attended by the Delhi Environmental Coordinator.

On Thursday May 26<sup>th</sup>, the Environmental Coordinator discussed Stormwater issues on the 'Tim Barron Radio Michigan' internet radio program.

## Industrial Pretreatment Program

May IPP Activities		
<b>Review/Approval</b>		
Building Plan Approval	5/2/16	Magna Power Train - 3140 Spanish Oak
Building Plan Approval	5/16/16	CIMA - 3955 Patient Care Drive
Building Plan Approval	5/19/16	Stonegate Manufactured Homes - 2700 Eaton Rapids Rd.
Building Plan Approval	5/19/16	Convenience Store-Gas Station - 2770 Eaton Rapids Rd.
Building Plan Approval	5/20/16	Wesco - 3440 Dunckel Rd.
Building Plan Approval	5/27/16	McDonald's - 2530 E. Jolly

Thirty-six (36) grease traps were inspected at local businesses; thirty-three (33) did not need service.

## Community Outreach

A local Girl Scout troop planted flowers at the POTW on May 11, 2016.

Two (2) brush drop-off events were hosted at the POTW. Eighty-eight (88) loads of brush and one hundred sixty-five (165) loads of yard waste were collected. Assistance was provided by the Delhi Lions Club.

The POTW hosted the annual open house for Water Quality Awareness week on Saturday, May 7, 2016. Attendance at the event was one hundred and eighty (180). We were extremely fortunate to have forty-six (46) great volunteers and staff working the event including many students from Holt High School and the Capital Area Career Center, sponsors and Delhi family members.

Attendees at the open house voted for their "Favorite Fish" of the seven (7) fish that were decorated by local businesses. The winning fish were:

- 1<sup>st</sup> Place: 7-Eleven
- 2<sup>nd</sup> Place: Karyn's Dance Place
- 3<sup>rd</sup> Place: Taco Bell

Gift certificates were donated by Steven L. Marvin Salon to raffle to adult attendees. The lucky winners were:

- 1. Ingrid Holtry of Holt
- 2. Judy Eastman of Mason
- 3. Jennifer Strandberg of Holt

A big "Thank You" to our event sponsors and the businesses that participated in our "Favorite Fish" contest:

### Event Sponsors ☺

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D&M Silkscreening	Ingham Co. Health Department
Delux Tents & Events	Jack Doheny Supplies
Granger	RS Technical
Holt Community Arts Council	Spartan Barricading
Holt High School	Spicer Group
Hubbell, Roth & Clark (HRC)	Steven L. Marvin Salon
Ingham Co Drain Commission	Thomas Grant (HRC)

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### Fish Painting Participants ☺

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7-Eleven	Little Caesar's
Biggby	McDonald's
Burger King	Taco Bell
Karyn's Dance Place	

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# DELHI CHARTER TOWNSHIP BOARD MEETING

2074 Aurelius Road, Holt 48842 (517) 694-2137

Tuesday, June 7, 2016

7:30 p.m.

## Agenda

### Call the Meeting to Order

### Pledge of Allegiance

### Roll Call

**Comments from the Public** — FOR COMPLETE GUIDELINES FOR ADDRESSING THE BOARD, PLEASE SEE "PROCEDURES FOR ADDRESSING THE BOARD" LOCATED AT THE BACK TABLE. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. ALL COMMENTS WILL BE DIRECTED ONLY TO THE TOWNSHIP BOARD MEMBERS AND PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN TWO (2) MINUTES. ANY COMMENTS LONGER THAN 2 MINUTES SHOULD BE REDUCED TO WRITING AND SUBMITTED TO THE CLERK AND WILL BE MADE A PART OF THE RECORD.

### Set/Adjust Agenda

### Unfinished Business

### Consent Agenda

1. a) Approval of Minutes – Joint School Board Meeting of May 17, 2016
- b) Approval of Minutes – Regular Meeting of May 17, 2016
- c) Approval of Claims – May 24, 2016
- d) Approval of Payroll – May 19, 2016
- e) Approval of Payroll – June 2, 2016
- f) Appointment to the Lansing Board of Water and Light Commission – Stuart Goodrich

### Zoning and Development

### New Business

2. Authorize the Ingham County Drain Commissioner to Install a Section of Sanitary Sewer within the Intersection of Willoughby and Aurelius Road
3. Proposal Bid for Cartago Drive Sewer Service Improvements – Barnhart & Son, Inc.
4. Resolution No. 2016-010 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2016 Downtown Development Refunding Bonds
5. Resolution No. 2016-011 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2016 Downtown Development Bonds

### Items Removed From Consent Agenda For Discussion

## **Late Agenda Items**

- 6.
- 7.
- 8.

## **Reports**

9. Supervisor:
10. Treasurer:
11. Clerk:
12. Trustees:
13. Manager:

## **Limited Comments**

MEMBERS OF THE PUBLIC WILL BE AFFORDED THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

## **Adjournment**

*The Township will provide reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the Township. Individuals with disabilities requiring auxiliary aids or services should contact Delhi Charter Township, Evan Hope, Township Clerk, 694-2135.*

ALL PAGERS, CELL PHONES, RADIOS AND SIMILAR DEVICES ARE TO BE TURNED OFF OR TO SILENT MODE DURING ALL BOARD MEETINGS.

**Recommended Motion:**

**To approve the Consent Agenda as presented.**

**DELHI CHARTER TOWNSHIP BOARD OF TRUSTEES MINUTES OF  
SPECIAL JOINT MEETING HELD ON MAY 17, 2016**

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The Delhi Township Board of Trustees and the Holt Public Schools Board of Education met in a Special Joint Meeting on Tuesday, May 17, 2016 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. The meeting was called to order at 6:00 p.m. by Township Supervisor C.J. Davis and Holt Public Schools Board President Lori Zajac.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Delhi Township Board Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon (arrived at 6:10 p.m.), John Hayhoe, Megan Ketchum, DiAnne Warfield

Delhi Township Board Members Absent: None

School Board Members Present: President Lori Zajac, Vice President Deborah Roeske, Secretary Jeana McKee Perry, Trustees Lori Murphy, Julie Bureau

School Board Members Absent: Treasurer Mark Perry, Trustee Doug Needham

**COMMENTS FROM THE PUBLIC** – None

**COMMUNITY DEVELOPMENT UPDATE AND TRAIL PROJECTS**

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Community Development Update

Tracy Miller, Director of Community Development, gave an update on community development in the Township. Ms. Miller stated that there was an upturn in housing construction last year and has continued into this year. Ms. Miller further stated that nine apartment buildings, 13 condominium units and 60 single family homes were constructed during 2015.

Ms. Miller stated that the Township did not experience the downturn as many others in the area. So far this year, 30 single family homes have pulled permits and a 269 unit development is on this evening's Board of Trustees agenda.

Ms. Miller spoke of the Cedar Street Revisioning Planning Process that is underway. The project is currently in the steering committee stage; the next step will be to go out into the community for community input. This project is recognition that the corridor of Cedar Street, from Willoughby Road to College Road, is the last area in need of redevelopment/revitalization. The study will look at the entire corridor but will focus on the "downtown." Ms. Miller encouraged everyone to participate in the process.

There will be a short-term implementation plan, a five year plan and a ten to fifteen year implementation plan. Financial resources are available to implement the plan because the Township Board and the Downtown Development Authority have opted to extend the Township's

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP BOARD OF TRUSTEES MINUTES OF  
SPECIAL JOINT MEETING HELD ON MAY 17, 2016**

---

DDA. To date, Ingham County and Delhi Township have agreed to the continued capture of that tax increment.

Trail Projects

Ms. Miller stated that Ram Trail has been completed. The Township has secured funding to build Ram Trail II. This trail will begin at Eifert Road and continue to Jaycee Park. Construction on this trail will begin in the summer of 2017. The next possible project following the Ram Trail II project will be to connect the Ram Trail to Burchfield Park. The Township will apply to Ingham County for use of the 2014 Trail Millage for this project.

Trustee Ketchum asked about the Mason connector trail. Ms. Miller stated that the recommendation from the county with regard to the trail millage restricted the county from owning or operating any sections of trails which is an issue as the trail would go through two small communities that do not have the funding to own or operate a trail system.

**STATE OF PUBLIC SCHOOL FINANCE**

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Kim Cosgrove, Executive Director of Finance and Business Services, reported on the Public School Finance. Ms. Cosgrove stated that in the past, the state was spreading their funding to K-12 student; however, now the funding is also be shared with community colleges and cyber schools. Next year it will also be spread to universities.

Ms. Cosgrove gave an update on the 2017 funding. In Michigan, there are more students exiting then entering schools making losses in multiple years to come. This year at least 50 students were lost and next year will follow the same course.

**SCHOOLS OF CHOICE**

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Dr. Hornak, Holt Public Schools Superintendent, reported that Holt Schools are in the process of performing a Schools of Choice review. The school is trying to find an area where they can be most efficient. By doing so, they believe they can control the school of choice numbers flowing in and retaining the students that are or have entered the system. Michigan Public Schools head count enrollment for grades K-12 is down approximately ¼ of a million students. Holt Schools are retaining more students in their schools than their counterparts across Ingham County.

**PUBLIC SAFETY**

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**Ingham County Sheriff's Office/Delhi Division**

Lt. Vern Elliott, Ingham County Sheriff's Office/Delhi Division, stated that the Township's seasonal park deputies have been hired. The new electronic speed signs are working very well and have been requested by several neighborhoods. Lt. Elliott reported on active violence/response and pursuit driving training courses that the department participates in.

Lt. Elliott reported staff changes in the Ingham County Sheriff's Office/Delhi Division. Lt. Elliott has been promoted to Captain and will be leaving the Township; Lt. Dennis Hull has been

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP BOARD OF TRUSTEES MINUTES OF  
SPECIAL JOINT MEETING HELD ON MAY 17, 2016**

---

assigned to Delhi. Deputy Mary Hull will be transferred from Holt Public Schools and Deputy Matt Hutting will be taking her place.

**Delhi Township Fire Department**

Fire Chief Brian Ball stated that the Fire Department offers CPR classes to teachers at no cost. The teachers at Washington Woods have participated in the training. Seventy one AED devices have been placed throughout the community, with a number of them placed in the schools. Chief Ball reported on active violence trainings that his staff participates in.

**COMMUNICATION PLAN**

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Dr. Hornak stated that Holt Public Schools have developed a comprehensive communication plan. Internal memos are sent out to staff every Sunday entitled "Peek of the Week". Shortly after staff receives their memo, an external memo gets sent out to over 5,000 parents. A lunch and learn session has been held with the media and one is in the works with local realtors. Coffee sessions and "Talk with me Tuesday" pod casts are taking place. The district is active on Twitter, Facebook and Instagram and the Ram Quarterly Newsletter continues to be published. Dr. Hornak reported on the "District Pride/Community Wide" campaign.

**NON-HOMESTEAD MILLAGE**

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Dr. Hornak stated that a year ago, voters were asked to renew the 18 mills non-homestead millage, which passed. The proposal expires in 2017, so in 2016 the district asked voters to renew the proposal again, which passed by 70.97%. It was stated that if this proposal did not pass, the district would have lost \$3,200,000 per year.

**PARKS AND RECREATION UPDATE**

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Mark Jenks, Director of Parks and Recreation, commented on the success of the collaboration between Holt Public Schools and Delhi Township.

**BOARD MEMBER COMMENTS**

Trustee Harmon commented on the condition of Delhi NE.

Supervisor Davis commented on the Township's 175<sup>th</sup> anniversary coming up in 2017.

**PUBLIC COMMENTS** - None

**ADJOURNMENT** 7:05 p.m.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP BOARD OF TRUSTEES MINUTES OF  
SPECIAL JOINT MEETING HELD ON MAY 17, 2016**

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Date: June 7, 2016

Evan Hope, Township Clerk

Date: June 7, 2016

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, May 17, 2016 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: None

**COMMENTS FROM THE PUBLIC** – None

**AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDING DECEMBER 31, 2015**

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The Board reviewed a memorandum dated May 9, 2016 from Twp. Mgr. Elsinga (ATTACHMENT I).

Jeffrey Staley, Maner Costerisan, gave an overview of the Audited Financial Statements for Fiscal Year Ending December 31, 2015.

**Harmon moved to accept Delhi Charter Township's Audited Financial Statements for Fiscal Year ending December 31, 2015.**

A Roll Call Vote was recorded as follows:

Ayes: Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield, Davis

**MOTION CARRIED**

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of May 4, 2016
- B. Approval of Minutes – Regular Meeting of May 4, 2016
- C. Approval of Claims – May 10, 2016 (ATTACHMENT II)
- D. Approval of Payroll – May 5, 2016 (ATTACHMENT III)
- E. Reappointment to the Delhi Township Planning Commission -Tonia Olson (ATTACHMENT IV)
- F. Reappointment to the Delhi Township Planning Commission -Kimberly Berry-Smokoski (ATTACHMENT V)

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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G. Reappointment to the Delhi Township Planning Commission - Matt Lincoln (ATTACHMENT VI)

**Warfield moved to approve the Consent Agenda as presented.**

A Roll Call Vote was recorded as follows:

Ayes: Hayhoe, Hope, Ketchum, Sweet, Warfield, Davis, Harmon

**MOTION CARRIED**

**PUBLIC HEARING – 7:45 P.M.**

**ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT – ENGLISH MEADOWS  
SUBDIVISION**

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**Hope moved to open the public hearing on the Road Improvement Special  
Assessment District – English Meadows Subdivision.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

Tracy Miller, Director of Community Development, gave an overview of the English Meadows Subdivision Road Improvement Special Assessment District.

Dave Gillahan 5019 Glendurgan Court, questioned how a special assessment worked in regard to the sale of assessed property.

Mr. Gillahan also commented that he had received an updated project scope from Bill Conklin, Managing Director of the Ingham County Road Department, that he preferred over the one that was included in the original petition and subsequent project descriptions. He asked whether the revised scope could be implemented. Ms. Miller responded that the project scope was fixed at what was included on the petition, but that sometimes field adjustments are necessary to accommodate previously unidentified site conditions.

Motion to Close Public Hearing – 7:53 p.m.

**Hope moved to close the public hearing.**

A Voice Poll was recorded as follows: All Ayes

**MOTION CARRIED**

**ZONING AND DEVELOPMENT**

**PLANNED DEVELOPMENT – WILLOUGHBY ESTATES, TAX PARCEL  
#33-25-05-11-452-001, 004 AND 005 (PROPOSED ZONING ORDINANCE NO. 628)**

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The Board reviewed a memorandum dated May 13, 2016 from Tracy Miller, Director of Community Development (ATTACHMENT VII).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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Warfield moved, subject to the provisions of Section 5.23.2 of the Delhi Charter Township Zoning Ordinance, the Township Board hereby finds that the proposed development, known as Willoughby Estates, results in a recognizable and substantial benefit both to the community and to the ultimate users of the site, including the following:

1. The long-term protection and preservation of natural resources and natural features including the preservation of the pond and land to the east in its natural state, and
2. Enabling the remediation of soil and groundwater contamination present on the site, and
3. The creation of approximately 21.66 acres of permanent open space, not including the ponds, representing approximately 54% of the acreage within the proposed development, and implementation of the Township Master Plan via the development of high quality and unique high density residential development, while at the same time preventing the conversion of non-urbanized land in outlying areas of the community; and

that the requested modifications from the Delhi Charter Township Zoning Ordinance as presented in the application and plans will result in a higher quality development and that the PD is in compliance with the Zoning Ordinance, including any permitted modifications, and approves the Willoughby Estates project, as recommended by the Delhi Township Planning Commission, consisting of 40.13 acres located on Willoughby Road and comprised of parcels identified as 33-25-05-11-452-001, 004 & 005 pursuant to the standards and requirements set forth in Section 5.23.2 and Section 5.23.3 of the Zoning Ordinance. This action will have the same effect as a rezoning, changing the property's zoning district designation from RM: Multi-Family to PD-3, subject to the following conditions:

1. All of the dimensional deviations from the underlying zoning are consistent with the Planned Development section of the Zoning Ordinance and have been clearly indicated on the site plan, and
2. that the Township Zoning Map be amended to represent the subject property as "PD-3" and that the district regulations specific to this Planned Development will be as specifically approved and presented on the final plans presented to the Director of Community Development, and
3. that the Township and the Developer shall execute a Planned Development Agreement, pursuant to Section 5.23.8(6) of the Zoning Ordinance prior to the commencement of any site improvements, and
4. that the following conditions shall be satisfied prior to approval of the final site plan for this project and carry forward as part of this approval:
  - a. requirements set forth by the Ingham County Road Department be met
  - b. that a secondary emergency access point be provided which satisfies the requirements of the Delhi Fire Chief
  - c. all washing of vehicles/dogs/etc. must occur within the fully enclosed building designated for said purposes and as shown on the plan
  - d. the compliance table and variance table provided on the cover sheet of the PD plan set is incorporated by reference and is a part of this approval (Zoning Ordinance No. 628).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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Clerk Hope voiced his concern in regard to possible future connectivity with a future development. Clerk Hope stated that he spoke with Tracy Miller, Director of Community Development, regarding this issue. Ms. Miller stated that the possibility of future connectivity could take place to the north.

Clerk Hope commented that it would be nice if people could stop and enjoy the beauty of the pond along the non-motorized trail. Mr. Scott Wieland, Willoughby Estates, LLC, stated that a bench could possibly be installed in the area.

Trustee Harmon stated that he will be voting in favor of this development as it will be a substantial benefit to the community; however, he is not in favor of the project being a gated community.

Clerk Hope stated that he agrees with Trustee Harmon; however, private developments have the option of installing gates.

Treasurer Sweet stated that he attended the May 9, 2016 Planning Commission Public Hearing on this development and the only negative comments heard were in regard to the height of the three story buildings and the increased traffic that this development could cause.

A Roll Call Vote was recorded as follows:

Ayes: Hope, Sweet, Warfield, Davis, Harmon, Hayhoe

Nay: Ketchum

**MOTION CARRIED**

**NEW BUSINESS**

**POLLING LOCATION CHANGE – PRECINCT 2**

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The Board reviewed a memorandum dated May 4, 2016 from Clerk Evan Hope (ATTACHMENT VIII).

**Hayhoe moved to approve changing the polling location for Precinct 2 in the Charter Township of Delhi to the Holt United Methodist Church, 2321 N. Aurelius Road, Holt, MI beginning with the August 2, 2016 Primary.**

A Roll Call Vote was recorded as follows:

Ayes: Ketchum, Sweet, Warfield, Davis, Harmon, Hayhoe, Hope

**MOTION CARRIED**

**PROPOSAL FOR CREATION OF A SCULPTURE AT THE DELHI TOWNSHIP COMMUNITY SERVICES CENTER – LEAP PUBLIC ART GRANT – MATT LINCOLN**

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The Board reviewed a memorandum dated May 13, 2016 from Tracy Miller, Director of Community Development (ATTACHMENT IX).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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**Sweet moved to approve the sculpture proposal from Matt Lincoln for the creation of a sculpture in front of the Delhi Township Community Services Center (CSC) building utilizing a LEAP Public Art Grant and budgeted funds and authorize the Township Manager to execute the contract regarding the same.**

A Roll Call Vote was recorded as follows:

Ayes: Sweet, Warfield, Davis, Harmon, Hayhoe, Hope, Ketchum

**MOTION CARRIED**

**RESOLUTION NO. 2016-008 – POSTPONE THE CONSTRUCTION OF A REQUIRED  
SIDEWALK – 1018 HOGSBACK ROAD**

---

The Board reviewed memorandums dated May 9, 2016 from Twp. Mgr. Elsinga and May 10, 2016 from Tracy Miller, Director of Community Development (ATTACHMENT X).

**Warfield moved to adopt Resolution No. 2016-008 which postpones the construction of a required sidewalk along property owned by K & L Jessop Development, LLC located at 1018 Hogsback Road and requires the property owner to execute a Sidewalk Agreement stating the same.**

A Roll Call Vote was recorded as follows:

Ayes: Warfield, Davis, Harmon, Hayhoe, Hope, Ketchum, Sweet

**MOTION CARRIED**

**RESOLUTION NO. 2016-009 – ROAD IMPROVEMENT SPECIAL ASSESSMENT DISTRICT –  
ENGLISH MEADOWS SUBDIVISION**

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The Board reviewed memorandums dated May 10, 2016 from Twp. Mgr. Elsinga and May 9, 2016 from Tracy Miller, Director of Community Development (ATTACHMENT XI).

**Hayhoe moved to adopt Resolution No. 2016-009, which is the fifth of five resolutions, which adopts and confirms the Special Assessment District Roll for Road Improvements for English Meadows Subdivision in the estimated amount of \$245,000 to be assessed against the benefitting property owners over ten years at an interest rate of 5.0% per annum.**

Amendment to the Motion:

**Sweet moved to amend the motion to offer an interest rate of 4.0% per annum.**

Roll Call on the Amended Motion

A Roll Call Vote on the Amended Motion was recorded as follows:

Ayes: Davis, Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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Main Motion now reads:

**Sweet moved to adopt Resolution No. 2016-009, which is the fifth of five resolutions, which adopts and confirms the Special Assessment District Roll for Road Improvements for English Meadows Subdivision in the estimated amount of \$245,000 to be assessed against the benefitting property owners over ten years at an interest rate of 4.0% per annum.**

Roll Call on the Main Motion

A Roll Call Vote on the Main Motion was recorded as follows:

Ayes: Davis, Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

Supervisor Davis reported that Delhi Township's 175<sup>th</sup> anniversary will be in 2017 and suggested approaching the Board for seed money for this celebration.

Supervisor Davis stated that the Historical Society is still in the process of raising funds for the completion of their WWII video.

**TRUSTEES**

**Trustee Harmon**

Trustee Harmon commented on the appointment of a Township representative to serve on the Board of Water & Light Board as a Non-Voting Advisory Member. At the May 4, 2016 meeting, Trustee Hayhoe stated that he would be willing to serve as the representative; however, Trustee Harmon stated that some of the meetings conflict with the Board of Trustees meetings. It was suggested that possibly a non-board member should be appointed to this board.

**Trustee Warfield**

Trustee Warfield asked if the Board could recognize staff in light of the impressive 2015 audit.

Trustee Warfield recognized Fire Chief Ball for obtaining the Township's self-standing emergency management program.

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga stated that during the May 17, 2016 Joint School Board meeting, Trustee Harmon commented on the condition of Delhi NE. Twp. Mgr. Elsinga stated that the Township can solicit a proposal from HRC for road, drainage and sidewalk improvements. The Board could solicit a volunteer assessment from the Holt Public Schools.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON MAY 17, 2016**

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**LIMITED PUBLIC COMMENTS** – None

**ADJOURNMENT**

Meeting adjourned at 8:36 p.m.

Date: June 7, 2016

Evan Hope, Township Clerk

Date: June 7, 2016

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

# ACCOUNTS PAYABLE APPROVAL

May 24, 2016

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated May 11 & 24, 2016 numbered 91346 thru 91427 & ACH 4218 thru 4240. Every invoice has a payment authorizing signature(s).

Dated: May 24, 2016

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

## II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated May 24, 2016 show payments made from the following funds:

General Fund	\$	108,774.25
Fire Fund		19,652.66
Police Fund		213,942.75
Fire Equip. & Apparatus Fund		200,202.74
Downtown Development Fund		32,421.83
Sewer Fund		76,257.85
Local Site Remediation Fund		5,714.00
Trust & Agency Fund		2,180.00
Grand Total	\$	<u>659,146.08</u>

**Includes the following to be reimbursed from separate bank accounts:**

None

Dated: May 24, 2016

\_\_\_\_\_  
John B. Elsinga, Township Manager

**III. Approval for Distribution:** I have reviewed the above checks and invoices and all of them should be distributed. All invoices over \$10,000.00 have been approved by general policy or previous motions of the board. (\$10,212.00 GEM Energy for 1 yr. Factory Protection Plan, Microturbines, 10/6/09, \$178,417.00 Lifeline Emergency for 2016 Life Line Superliner Ambulance, 10/20/16 )

Dated: May 24, 2016

\_\_\_\_\_  
John B. Elsinga, Township Manager

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV Board Audit and Approval:** At a regular meeting of the Township Board held on June 7, 2016 a motion was made by \_\_\_\_\_ and passed by \_\_\_ yes votes and \_\_\_ no votes ( \_\_\_ absent) that the list of claims dated May 24, 2016, was reviewed, audited and approved

\_\_\_\_\_  
Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
EXP CHECK RUN DATES 05/11/2016 - 05/24/2016

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JUNE	127.66
CITY OF MASON	STANDBY FEE APRIL	600.00
CITY OF MASON	FIRE RUN 710 HOGSBACK & INCIDENT	600.00
MERIDIAN TOWNSHIP FIRE	ALAIEDON STANDBY FEE	1,000.00
MERIDIAN TOWNSHIP FIRE	2285 WOODLAKE DR - FIRE	600.00
MERIDIAN TOWNSHIP FIRE	3463 OKEMOS RD - CAR FIRE	600.00
MERIDIAN TOWNSHIP FIRE	3233 DOBIE - FIRE	1,100.00
GLENN WILLIAMS	REFUND FOR YOUTH VOLLEYBALL	25.00
	Total For Dept 000.00	4,652.66
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	TRUSTEES LIFE INSURANCE JUNE	25.50
MICHIGAN TOWNSHIPS ASSOC	MTA 2016 MEMBERSHIP DUES	5,819.50
	Total For Dept 101.00 LEGISLATIVE	5,845.00
Dept 171.00 MANAGER		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	2,256.48
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	295.46
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	96.90
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	144.53
VERIZON WIRELESS	CELLULAR AY	114.74
	Total For Dept 171.00 MANAGER	2,908.11
Dept 191.00 ACCOUNTING		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	417.87
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	43.07
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	23.80
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	35.33
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES APRIL	3,232.25
	Total For Dept 191.00 ACCOUNTING	3,752.32
Dept 215.00 CLERK		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	3,927.95
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	391.81
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	85.85
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	101.87
VERIZON WIRELESS	CELLULAR MAY	50.00
MICHIGAN.COM	PUBLISHING LEGALS APRIL	359.18
	Total For Dept 215.00 CLERK	4,916.66
Dept 228.00 INFORMATION TECHNOLOGY		
VERIZON WIRELESS	CELLULAR MAY	50.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	50.00

Dept 253.00 TREASURERS		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	1,253.60
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	214.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	45.89
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	68.16
BRINK'S INCORPORATED	BRINKS SERVICES MAY	627.69
	Total For Dept 253.00 TREASURERS	2,210.07

Dept 257.00 ASSESSING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	348.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	65.02
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	96.94
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	23.53
THE PARTS PLACE	BATTERY/COMMUNITY DEVELOPMENT	134.62
MICHIGAN.COM	EMPLOYMENT ADS	1,602.08
STATE OF MICHIGAN	KONEN - MCAO COURSE REGISTRATION	1,000.00
	Total For Dept 257.00 ASSESSING	3,270.92

Dept 262.00 ELECTIONS		
DBI BUSINESS INTERIORS	2 BOXES LABELS	49.98
PRINTING SYSTEMS, INC.	500 GENERAL BALLOT INSTRUCTIONS	35.00
PRINTING SYSTEMS, INC.	3,500 AV PRIMARY SECRECY ENVELOPES	350.00
PRINTING SYSTEMS, INC.	FREIGHT	74.12
PRINTING SYSTEMS, INC.	5,000 DUAL AV APPS AUG/NOV	393.75
PRINTING SYSTEMS, INC.	FOLD & TAB SEAL	170.00
PRINTING SYSTEMS, INC.	COMPOSITION	10.00
PRINTING SYSTEMS, INC.	FREIGHT	40.15
EXTEND YOUR REACH	POSTAGE & FEES	985.64
MICHIGAN.COM	PUBLISHING LEGALS APRIL	192.44
	Total For Dept 262.00 ELECTIONS	2,301.08

Dept 265.00 BUILDING & GROUNDS		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	2,674.35
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	166.87
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	60.34
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	89.80
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	129.65
MODEL COVERALL SERVICE	UNIFORMS/POWERS	16.69
MODEL COVERALL SERVICE	UNIFORMS/POWERS	16.69
ACE HARDWARE	BROOMS/DUSTPAN/2 LEVELS/BRUSH	218.21
SAM'S CLUB DIRECT	6 TRASH BAGS/SENIOR CENTER	131.82
GRANGER	MONTHLY DUMPSTER SERVICE	76.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
VERIZON WIRELESS	CELLULAR MAY	50.00
BOARD OF WATER & LIGHT	WATER 2004 AURELIUS	10.00
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	576.37
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	348.40
BOYNTON FIRE SAFETY	SENIOR CENTER SEMI ANNUAL KITCHEN	127.00
ACE HARDWARE	2 CHECK VALVES/CSC	39.98
HAMMOND FARMS SOUTH	60 YDS BROWN MULCH	1,257.60
HAMMOND FARMS SOUTH	DELIVERY 60 YDS BROWN MULCH	90.00
LANSING SECURITY & LOCKS	LABOR & LOCK/ICSD FRONT DOOR	925.00
LOWE'S CREDIT SERVICES	ROPE/CSC	18.90
STATE OF MICHIGAN	LICENSE FOR ELEVATOR	180.00
WESCO DISTRIBUTION, INC	12 WATT-MAN 9 WATT LED/CSC	516.00
SUPERIOR SAW	3 STIHL WEED WHIP FS100RX	863.85
ACE HARDWARE	SPRINKLERS/BUSHING/BRASS DRAIN	93.83
HAMMOND FARMS SOUTH	20 YDS PROSOIL & DELIVERY CHARGE/	379.00
HAMMOND FARMS SOUTH	24 YDS PRO SOIL/MAPLE RIDGE	330.00
HAMMOND FARMS SOUTH	DELIVERY	104.00
LOWE'S CREDIT SERVICES	3 EZ REACHER GRABBERS	51.24

SITEONE LANDSCAPE SUPPLY	5 MOLE BAIT	260.20
	Total For Dept 265.00 BUILDING & GROUNDS	10,776.79
Dept 281.00 STORMWATER		
HUBBELL, ROTH & CLARK, INC	SAW STORMWATER MANAGEMENT PLAN	315.18
	Total For Dept 281.00 STORMWATER	315.18
Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 4/1-5/1/2016	7,754.39
HUBBELL, ROTH & CLARK, INC	RAM TRAIL	3,058.74
HUBBELL, ROTH & CLARK, INC	RAM TRAIL PHASE II TOPOGRAPHICAL	1,111.80
HUBBELL, ROTH & CLARK, INC	RAM TRAIL PHASE II PLANS & SPECS	3,167.52
	Total For Dept 446.00 INFRASTRUCTURE	15,092.45
Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	5,599.42
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	606.54
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	147.03
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	218.71
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	89.51
HUBBELL, ROTH & CLARK, INC	LANSING GAS STATION & CONVENIENCE	374.88
HUBBELL, ROTH & CLARK, INC	1018 HOGSBACK RD WAREHOUSE STUDY PL	819.81
HUBBELL, ROTH & CLARK, INC	CEDAR ST CORRIDOR IMPROVE STUDY	477.00
MC KENNA ASSOCIATES, INC	CEDAR ST CORRIDOR PLAN	6,912.50
VERIZON WIRELESS	CELLULAR MAY	278.01
MICHIGAN.COM	PUBLISHING LEGALS APRIL	314.30
DELHI TOWNSHIP TREASURER	SEWER 4556 GROVE AVE	15.15
LUMBERTOWN OF HOLT	DRAWINGS FOR SPEC/4556 GROVE	443.20
THE PARTS PLACE	CREDIT/COMMUNITY DEVELOPMENT	(18.00)
SCHAFFER'S INC.	MOWING 4590 DON	34.50
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	16,312.56
Dept 752.00 PARKS ADMINISTRATION		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	1,253.62
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	129.21
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	73.10
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	109.17
HOLT PUBLIC SCHOOLS	EASTER EGG HUNT FLYERS	94.00
HOLT PUBLIC SCHOOLS	SOFTBALL/BASEBALL FLYERS	205.00
VERIZON WIRELESS	CELLULAR MAY	100.00
TDS METROCOM	SENIOR CENTER TELEPHONES	297.70
	Total For Dept 752.00 PARKS ADMINISTRATION	2,261.80

Dept 771.00 PARKS		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	1,671.47
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	214.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	39.10
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	58.36
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	751.18
MODEL COVERALL SERVICE	UNIFORM PANTS	97.06
MODEL COVERALL SERVICE	UNIFORM PANTS	64.24
ACE HARDWARE	2 TAGS/W/RINGS/3 CUP HOOKS	22.45
ACE HARDWARE	52 MISC. MDSE.	11.06
ACE HARDWARE	8 PK C BATTERIES	14.99
ACE HARDWARE	4 KEYS	7.96
SAM'S CLUB DIRECT	3 TISSUE	59.94
AMERICAN RENTALS, INC.	PORTABLE TOILET	140.00
AMERICAN RENTALS, INC.	PORTABLE TOILET	140.00
GRANGER	MONTHLY DUMPSTER SERVICE	150.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	260.00
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	44.29
BOARD OF WATER & LIGHT	WATER 4050 KELLER	146.93
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	258.95
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	17.79
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	174.20
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	48.48
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	37.88
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	20.45
GRAINGER	1/2 HP PUMP & 3 YEAR REPLACE COVER	559.20
HAMMOND FARMS SOUTH	60 YARDS - CENTENNIAL & VALHALLA	1,197.60
HAMMOND FARMS SOUTH	DELIVERY CHARGE	90.00
PARRY BROTHERS REFRIG	CLEANED & SANTIZED ICE MACHINE	250.00
WESCO DISTRIBUTION, INC	12 FOUNTAIN LIGHTS	119.40
SUPERIOR SAW	2 STIHL HAND BLOWERS	383.90
ACE HARDWARE	1 CAULK/4 GREASE	27.95
CHRISTIANS GREENHOUSE	FLOWERS	729.41
CHRISTIANS GREENHOUSE	FLOWERS	369.73
DEWITT FENCE COMPANY	REPLACE 72" HIGH CHAIN LINK FENCE/	650.00
LLOYD PACKER	REIMBURSEMENT FOR PLANTS	123.72
LOWE'S CREDIT SERVICES	FLOWERS/POTTING MIX	182.18
LOWE'S CREDIT SERVICES	FLOWERS	151.96
LOWE'S CREDIT SERVICES	FLOWERS	192.37
LOWE'S CREDIT SERVICES	FLOWERS & GREEN GARDEN TWINE	124.88
LOWE'S CREDIT SERVICES	FLOWERS	90.24
MENARDS LANSING SOUTH	CHLORINE TABLETS/3 SHOCKS/FOUNTAIN	125.96
LLOYD PACKER	FLOWERS	91.40
LLOYD PACKER	FLOWERS	80.91
SITEONE LANDSCAPE SUPPLY	(4) 2.5 GAL PROSECUTOR	292.52
D & G EQUIPMENT INC	1 BELT-5V/EXMARK	132.83
D & G EQUIPMENT INC	2 ASMSPINDLE HOUSING/EXMARK	644.12
THE PARTS PLACE	3 GREASE CARTRIDGES	10.26
FRANKIE D'S AUTO & TRUCK	LOF/BRAKE LINES & FITTINGS/#43	619.00
ACE HARDWARE	120 KEYS	238.80
MICHIGAN.COM	EMPLOYMENT ADS	1,930.64
WESCO DISTRIBUTION, INC	9 LIGHT BULBS FOR THE FOUNTAIN	89.55
	Total For Dept 771.00 PARKS	13,950.04

Dept 774.00 RECREATION		
D & M SILKSCREENING	50 T-SHIRTS	1,000.00
JOHNNY MAC'S	INDICATORS/BAGS/BASEBALL/SOFTBALL	1,438.58
JOHNNY MAC'S	SOFTBALLS	187.60
JOHNNY MAC'S	2 TENNIS NETS	359.90
HAMMOND FARMS SOUTH	30 YDS CRUSHER DUST & DELIVERY	1,954.80
HAMMOND FARMS SOUTH	(15) 50# ATHLETIC FIELD MARKER	69.00
BRONNER'S CHRISTMAS	WREATH & LIGHTS	1,075.14
	Total For Dept 774.00 RECREATION	6,085.02

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE JUNE	32.40
BLUE CROSS BLUE SHIELD	RETIREEES HEALTH INSURANCE JUNE	6,669.90
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	611.58
EXTEND YOUR REACH	POSTAGE & FEES	804.85
GRANGER	BRUSH HAUL 4/14 & 4/16/2016	1,903.00
GRANGER	BRUSH HAUL 4/14 & 4/16/2016	825.00
MEDICAL MANAGEMENT SYS	AMBULANCE BILLING FEES APRIL	3,008.86
RICOH USA, INC	LATE FEE	10.38
RICOH USA, INC	PRINCIPAL	153.75
RICOH USA, INC	INTEREST	53.87
	Total For Dept 850.00 OTHER FUNCTIONS	14,073.59

Total For Fund 101 GENERAL FUND 108,774.25

Fund 206 FIRE FUND

Dept 336.00 FIRE DEPARTMENT

HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE JUNE	4.05
BLUE CROSS BLUE SHIELD	RETIREEES HEALTH INSURANCE JUNE	945.94
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	8,691.64
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	1,695.82
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	275.56
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	555.68
EXTEND YOUR REACH	ESTIMATED COSTS FOR SERVICES	410.28
EXTEND YOUR REACH	ESTIMATED POSTAGE INSIDE ENVELOPE	172.52
EXTEND YOUR REACH	ESTIMATED POSTAGE OUTSIDE ENVEL	190.60
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	682.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,368.44
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	36.33
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5.32
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2.66
BOUND TREE MEDICAL, LLC	CREDIT	(37.56)
LIFEGAS LLC	OXYGEN AND OXYGEN TANK RENTAL	345.59
LIFEGAS LLC	OXYGEN AND OXYGEN TANK RENTAL	20.25
MICHIGAN STATE UNIVERSITY	MEDICAL SUPPLIES	122.47
INGHAM COUNTY 9-1-1	INGHAM CTY 911 PUBLIC RADIO SYSTEM	1,379.52
VERIZON WIRELESS	CELLULAR MAY	710.19
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	37.48
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	37.88
RAFT	5 REGISTRATIONS FOR BLUE CARD	2,000.00
	Total For Dept 336.00 FIRE DEPARTMENT	19,652.66

Total For Fund 206 FIRE FUND 19,652.66

Fund 207 POLICE FUND

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT MAY	213,942.75
	Total For Dept 301.00 POLICE	213,942.75

Total For Fund 207 POLICE FUND	213,942.75
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Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

EMERGENCY VEHICLE SERV	2-1/2" X 50' YELLOW FIRE HOSE	2,450.00
THE PARTS PLACE	(6) 40# BAGS OIL DRY	62.94
ACE HARDWARE	3 FLUR BULBS/1 PADLOCK	23.46
FIRST DUE FIRE SUPPLY CO.	REPAIR STREAMLIGHT H.I.D. LITEBOX	56.37
R & R FIRE TRUCK REPAIR INC	PARTS & SHIPPING/AMBULANCE	417.20
ACE HARDWARE	7 FLUR BULBS/#383	31.43
CUMMINS BRIDGEWAY, LLC	MAJOR ENGINE REPAIR/S21	5,488.51
FRANKIE D'S AUTO & TRUCK	PARTS & LABOR/#373	3,058.00
SPARTAN MOTORS USA, INC.	FUEL FILTER REPLACEMENT/#999	285.72
SPARTAN MOTORS USA, INC.	VALVE REPAIR/#999	1,985.64
CHANNING BETE COMPANY	15-1006 ACLS INSTRUCTOR KIT	212.00
CHANNING BETE COMPANY	15-1005 ACLS PROVIDER MANUALS	184.75
CHANNING BETE COMPANY	90-1058 PALS INSTRUCTOR KIT	192.00
CHANNING BETE COMPANY	90-1052 PALS PROVIDER MANUALS	192.50
CHANNING BETE COMPANY	15-1012 BLS INSTRUCTOR KIT	110.00
CHANNING BETE COMPANY	15-1010 BLS PROVIDER MANUALS	66.25
CHANNING BETE COMPANY	90-1028 HEARTSAVER DVDS	150.00
CHANNING BETE COMPANY	90-1029 HEARTSAVER INSTRUCTOR	49.00
CHANNING BETE COMPANY	90-1049 HEARTSAVER POSTER PACK	30.00
CHANNING BETE COMPANY	S&H	106.79
CHANNING BETE COMPANY	CREDIT	(613.50)
CHANNING BETE COMPANY	POSTERS/MANUAL/DVD/SHIPPING	274.68
R & R FIRE TRUCK REPAIR INC	STRYKER MX PRO R3 6082 COT	4,060.00
R & R FIRE TRUCK REPAIR INC	STRYKER STAIR CHAIR MODEL #6252	2,912.00
LIFE LINE EMERGENCY	PURCHASE NEW 2015 AMBULANCE	178,417.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	200,202.74

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	200,202.74
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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 729.00 DDA MARKETING & PROMOTION

B & D ELECTRIC, INC.	3 NEW CIRCUITS	1,334.00
LOWE'S CREDIT SERVICES	MATERIALS FOR HANDICAP RAIL	337.48
LOWE'S CREDIT SERVICES	CREDIT	(337.48)
SAM'S CLUB DIRECT	1 CASE OF WATER/1 COFFEE	13.16
SAM'S CLUB DIRECT	HANDSOAP	6.98
	Total For Dept 729.00 DDA MARKETING & PROMOTION	1,354.14

Dept 850.00 OTHER FUNCTIONS

GRANGER	MONTHLY DUMPSTER SERVICE	131.30
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	420.00
BOARD OF WATER & LIGHT	WATER 4469 KELLER (2230 CEDAR)	72.23
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	121.97
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	23.55
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	27.33
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	52.25
DELHI TOWNSHIP TREASURER	SEWER 2230 CEDAR	241.71
	Total For Dept 850.00 OTHER FUNCTIONS	1,090.34

Dept 905.00 DEBT SERVICE		
DAVID & LINDA ROTHERMEL	PRINC PAYMENT-LAND CONTRACT-2040	22,100.20
SOUTH CEDAR DISTRIBUTORS	PRINC PYMT-2052 CEDAR LAND CONTR	6,250.00
DAVID & LINDA ROTHERMEL	INTEREST PYMT-LAND CONTRACT-2040	1,345.90
SOUTH CEDAR DISTRIBUTORS	INTER PYMT-2052 CEDAR LAND CONTR	281.25
Total For Dept 905.00 DEBT SERVICE		29,977.35

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 32,421.83

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
BEWLEY, BRIAN	Basic Service Charge	15.90
COLDWELL BANKER	Basic Service Charge	15.15
DALTON, KAREN	Sewer Usage	64.40
E & R INVESTMENTS, LLC	Basic Service Charge	5.70
EASTBROOK HOMES	Basic Service Charge	335.64
FISER, HALEY	Basic Service Charge	21.20
HEATH, JOEL & BERNARDITA	Basic Service Charge	46.95
LAMACCHIA, BRAD	Basic Service Charge	15.15
PHREED, ERIC	Basic Service Charge	22.85
ROHLFS, RONALD L	Basic Service Charge	68.15
VAVRICKA, JENNIFER	Basic Service Charge	15.15
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JUNE	102.13
Total For Dept 000.00		728.37

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE JUNE	16.20
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JUNE	2,439.70
EXTEND YOUR REACH	POSTAGE & FEES	75.68
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		2,531.58

Dept 558.00 DEPT OF PUBLIC SERVICE

BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JUNE	10,613.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE JUNE	1,513.95
HARTFORD LIFE INSURANCE	LIFE INSURANCE JUNE	361.66
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JUNE	539.55
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	272.28
LANSING ICE & FUEL CO	GASOLINE 5/1-15/2016	1,175.78
MODEL COVERALL SERVICE	STAFF UNIFORMS/POTW	67.54
MODEL COVERALL SERVICE	STAFF UNIFORMS/MAINTENANCE	139.19
MODEL COVERALL SERVICE	STAFF UNIFORMS/POTW	67.54
MODEL COVERALL SERVICE	STAFF UNIFORMS/MAINTENANCE	51.19
BARYAMES CLEANERS	UNIFORM DRY CLEANING	72.25
RS TECHNICAL SERVICES, INC.	PLC/SCADA SERVICE	665.00
WINCAN, LLC	WINCAN ANALYST: 3 USERS LICENSE	7,100.00
AIRGAS USA, LLC	CYLINDER RENTAL	142.30
ACE HARDWARE	UTILITY KNIFE/2 CUTOFF WHEELS	9.27
FISHER SCIENTIFIC	LABORATORY SUPPLIES	44.20
FISHER SCIENTIFIC	23 HEATING ELEMENTS	541.54
FISHER SCIENTIFIC	DIRECT SHIP TRANS CHARGE	47.11
FISHER SCIENTIFIC	SHIPPING-FUEL CHARGE	1.70
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	884.50
EATON FARM BUREAU	1 PALLET WHEAT BRAN/SCRAPPY PROG	428.00
ENVIRONMENTAL RESOURCES M	TOXICITY TESTING	1,015.00
NORTHERN SAFETY CO., INC.	36 INSULATED GLOVES	314.71
HUBBELL, ROTH & CLARK, INC	1018 HOGSBACK ROAD WAREHOUSE/	373.50
HUBBELL, ROTH & CLARK, INC	WILLOUGHBY ESTATES/SS REVIEW	701.91
HUBBELL, ROTH & CLARK, INC	PINE TREE LIFT STATION SS CAPACITY	710.67

HUBBELL, ROTH & CLARK, INC	STIMSON DRAIN UTILITY REVIEW STUDY	4,569.96
HUBBELL, ROTH & CLARK, INC	SAW GRANT ADMINISTRATION	5,577.99
HUBBELL, ROTH & CLARK, INC	LANSING GAS STATION & CONVENIENCE	1,922.16
HUBBELL, ROTH & CLARK, INC	SEWER LEAD INSPECTIONS	2,608.59
HUBBELL, ROTH & CLARK, INC	GENERAL PROFESSIONAL SERVICES	2,100.93
UNITED PARCEL SERVICE	SHIPPING CHARGES	353.46
BARNHART & SON, INC.	SLUDGE DRYING & HAULING/POTW	2,345.36
GRANGER	MONTHLY SCREENING DEBRIS	387.50
GRANGER	MONTHLY DUMPSTER SERVICE	202.91
GRANGER	DRYING BED & STREET SPOILS	700.00
SPOK, INC	PAGER SERVICE	29.42
VERIZON WIRELESS	CELLULAR MAY	665.99
COMCAST	HIGH SPEED INTERNET/POTW	144.85
COMCAST	HIGH SPEED INTERNET/MAINTENANCE	144.85
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	146.93
BOARD OF WATER & LIGHT	WATER 4280 DELL	20.15
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	389.16
BOARD OF WATER & LIGHT	WATER 3505 HOLT	83.57
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	78.00
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	146.93
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	121.20
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	30.63
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	118.83
GRAINGER	(4) CARTRIDGE ASSEMBLY REPAIR KIT	395.20
ACE HARDWARE	22 MISC. MDSE.	8.24
ACE HARDWARE	ADJ. BALLCOCK	7.49
BOBCAT OF LANSING	1 GRADE 5 BOLT/1 HEX NUT/SCAG	6.08
JAMES LENON	SHEEP FENCE	119.95
LOWE'S CREDIT SERVICES	FLOWERS/POTW	136.53
TASMANIAN TIRE CO.	FLAT TIRE/SCAG MOWER	10.00
PURE GREEN LAWN & TREE	LAWN AND TREE SERVICE-LIFT STATIONS	89.00
PURE GREEN LAWN & TREE	LAWN AND TREE SERVICE-LIFT STATIONS	79.00
BISBEE INFRARED SERVICES	ELECTRICAL SCAN/LIFT STATION	475.00
ACE HARDWARE	11 MISC. MDSE.	4.29
PURE GREEN LAWN & TREE	LAWN AND TREE SERVICE-MAINTENANCE	128.00
PURE GREEN LAWN & TREE	TREE SERVICE-POTW	240.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
BISBEE INFRARED SERVICES	ELECTRICAL SCAN/POTW	475.00
GEM ENERGY, LLC	FACTORY PROTECTION PLAN YEAR 6	10,212.00
THE PARTS PLACE	3 ARMOR ALL	37.71
USA BLUE BOOK	3 FLOAT BALLS	38.97
USA BLUE BOOK	1 FLOAT ROD	5.09
ACE HARDWARE	FOAM TAPE/C CLAMP/MISC. MDSE.	13.57
ACE HARDWARE	DDRAIN BOILER BRASS	7.49
D & M SILKSCREENING	100 T-SHIRTS/POTW OPENHOUSE	700.00
LOWE'S CREDIT SERVICES	(8) 5 GAL BUCKETS	22.64
SAM'S CLUB DIRECT	7 ICE CREAM & 8 BAGS OF ICE	65.70
SAM'S CLUB DIRECT	PLASTIC CONTAINERS	19.98
SAM'S CLUB DIRECT	16 CASES WATER	94.08
SAM'S CLUB DIRECT	COOKIES/LIGHTER FLUID/BATTERIES/	252.34
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	64,906.89
Dept 578.01 CAPITAL IMPROVEMENTS		
HUBBELL, ROTH & CLARK, INC	EIFERT RD FORCE MAIN RELOCATION	1,107.51
HUBBELL, ROTH & CLARK, INC	CARTAGO DR LOW PRESSURE SEWER	4,183.50
VERTALKA & VERTALKA, INC.	PROPERTY APPRAISAL/2320 EIFERT	2,800.00
	Total For Dept 578.01 CAPITAL IMPROVEMENTS	8,091.01
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	76,257.85

Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND

Dept 735.00 LOCAL SITE REMEDIATION

FOSTER, SWIFT, COLLINS	ENVIRONMENTAL LEGAL FEES APRIL	5,714.00
	Total For Dept 735.00 LOCAL SITE REMEDIATION	5,714.00

Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	5,714.00
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Fund 701 TRUST & AGENCY FUND

Dept 000.00

INGHAM COUNTY TREASURER	TRAILER PARK FEES MARCH	2,180.00
	Total For Dept 000.00	2,180.00

Total For Fund 701 TRUST & AGENCY FUND	2,180.00
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Total For All Funds:	659,146.08
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**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated May 19, 2016**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 108936 through 108989 & direct deposits numbers: DD22427 through DD22516. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: May 19, 2016

\_\_\_\_\_  
Director of Accounting

**II. Payroll Report**

The May 19, 2016 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$80,303.20	\$23,695.25	\$56,607.95
Fire Dept. Fund	48,380.09	16,316.89	\$32,063.20
DDA	4,275.65	980.64	\$3,295.01
Sewer Fund/Receiving	40,977.06	13,495.93	\$27,481.13
<b>Total Payroll</b>	<b>\$173,936.00</b>	<b>\$54,488.71</b>	<b>\$119,447.29</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$5,644.01	\$7,608.92	\$36,948.18
Fire Dept. Fund	3,581.94	4,524.48	24,423.31
DDA	151.91	84.76	1,217.31
Sewer Fund/Receiving	3,027.85	4,160.35	20,684.13
<b>Total Payroll</b>	<b>\$12,405.71</b>	<b>\$16,378.51</b>	<b>\$83,272.93</b>

\_\_\_\_\_  
Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on May 19, 2016 and identified as follows:

**5/19 Net Pay Disbursement in Common Savings (\$119,447.29)**

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on June 7, 2016, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated May 19, 2016 was reviewed, audited, and approved.

Attachment to Payroll Register  
cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated June 2, 2016**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 108993 through 109022 & direct deposits numbers: DD22517 through DD22603. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: June 2, 2016

\_\_\_\_\_  
Director of Accounting

**II. Payroll Report**

The June 2, 2016 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$80,864.53	\$24,294.16	\$56,570.37
Fire Dept. Fund	54,835.06	18,480.15	\$36,354.91
DDA	4,272.40	980.39	\$3,292.01
Sewer Fund/Receiving	40,261.34	12,804.59	\$27,456.75
<b>Total Payroll</b>	<b>\$180,233.33</b>	<b>\$56,559.29</b>	<b>\$123,674.04</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$5,888.50	\$7,601.54	\$37,784.20
Fire Dept. Fund	4,070.35	4,194.52	26,745.02
DDA	151.66	84.76	1,216.81
Sewer Fund/Receiving	2,973.09	4,157.52	19,935.20
<b>Total Payroll</b>	<b>\$13,083.60</b>	<b>\$16,038.34</b>	<b>\$85,681.23</b>

\_\_\_\_\_  
Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on June 2, 2016 and identified as follows:

**6/02 Net Pay Disbursement in Common Savings (\$123,674.04)**

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on June 7, 2016, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated June 2, 2016 was reviewed, audited, and approved.

Attachment to Payroll Register  
cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

**FROM:** C.J. Davis, Township Supervisor

**DATE:** June 2, 2016

**RE:** Recommendation for Appointment to the Lansing Board of Water and Light

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In 2014 Mayor Virg Bernano asked the City of Lansing residents to amend the City Charter with regards to representation on the Lansing Board of Water and Light Commission. This came as a result of the 2013 ice storm that left many surrounding communities without power and without the knowledge or say in restoration plans. The charter amendment was approved by voters and provided for three new advisory non-voting seats to be added (effective 2015).

Two of the seats will be held by representatives from the City of East Lansing and Delta Township on a four-year term and one seat will be held by a representative from Meridian, Delhi, Lansing and Dewitt Townships rotating for a one-year term. Meridian Township is nearing the end of their one-year term (June 30, 2016) and Delhi Township is next on the rotation.

Stuart Goodrich has shown great interest in representing Delhi Township on the BWL Commission and I believe, as a former Delhi Township Supervisor and Trustee, his knowledge of BWL's system and service within Delhi Township will be a great asset in ensuring our Township's needs are being addressed. Therefore, I recommend the Board appoint Mr. Goodrich to the BWL Commission as Delhi Township's representative effective July 1, 2016.

#### **Recommended Motion:**

**To appoint Stuart Goodrich to the Lansing Board of Water and Light Commission as the representative for Delhi Charter Township for a one-year term effective July 1, 2016 and expiring on June 30, 2016.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** June 3, 2016

**RE:** Authorize the Ingham County Drain Commissioner to Install a Section of Sanitary Sewer Within the Intersection of Willoughby and Aurelius Road

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Enclosed for your review and approval is bid Alternate 2 (item number 76) by Jackson Dirt Works in the amount of \$33,000 for the installation of a section of sanitary sewer within the intersection of Aurelius and Willoughby Roads.

This Alternate No. 2 is being included as part of the Stimson Drain Improvement Project by the Ingham County Drain Commissioner as a savings measure to our sewer system. We are currently planning for the replacement of the Delhi Commerce Lift Station and will be including this project in our Capital Improvements Plan for future replacement. Replacement of the lift station includes the installation of a gravity sanitary sewer from the existing station north along Delhi Commerce Drive then east along Willoughby connecting into the Aurelius Road system.

With the Stimson Drain improvements going through the Willoughby and Aurelius Road intersection already it would save the Township approximately 50% of the cost of doing it as a separate project when we decide to replace the lift station. Therefore, I recommend we install it now as a phase 1 of the Delhi Commerce Lift Station replacement project and pay for it from the Replacement Fund.

**Recommended Motion:**

**To authorize the Ingham County Drain Commissioner to install a section of sanitary sewer within the intersection of Willoughby and Aurelius Road as part of the Stimson Drain project at an estimated cost of \$33,000.**

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**INTEROFFICE MEMORANDUM**

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**TO:** JOHN ELSINGA, TOWNSHIP MANAGER  
**FROM:** SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES  
**SUBJECT:** DELHI COMMERCE CENTER LIFT STATION  
**DATE:** JUNE 2, 2016  
**COPY TO:** FILE

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The 1986 Delhi Commerce Center (DCC) lift station has been the subject of several studies on its elimination or replacement. Each time it was considered, the project was not undertaken and now the lift station is thirty years old and significantly deteriorated.

Today, the Ingham County Drain Commission (ICDC) has presented the township with a unique opportunity due to the Stimson Drain project. This project will include reconstruction of the intersection of Willoughby and Aurelius. The township requested the ICDC to bid the work needed for the sanitary project as an alternative cost to the drain project; hoping to take advantage of a possible cost reduction. The bid price to remove the pipe at Willoughby and Aurelius and re-install it at a lower elevation in preparation for future elimination of the DCC lift station is \$33,000. The stand alone price for the same work is estimated to be \$75,000.

I respectfully request you ask the Township Board to approve the cost to remove and re-install the sanitary sewer piping on the corner of Willoughby and Aurelius in preparation of elimination of the Delhi Commerce Center lift station for a total cost of \$33,000.00. Funds are available in the Department of Public Services Equipment Repair and Maintenance – Collection System Fund Allocation account 590-558.00-930.016.

INGHAM COUNTY DRAIN COMMISSIONER - STIMSON DRAIN											
Tabulation of Bids Opened Wednesday, May 25, 2016				JACKSON DIRT WORKS		HOFFMAN BROS., INC.		TCI INC. OF MICHIGAN		E.T. MACKENZIE CO.	
ITEM NO	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Open Ditch Cleanout	LF	1,085	\$9.50	\$10,307.50	\$69.89	\$75,830.65	\$31.85	\$34,557.25	\$42.80	\$46,438.00
2	Minor Road Ditch Grading	LF	650	\$6.50	\$4,225.00	\$4.94	\$3,211.00	\$14.85	\$9,652.50	\$4.05	\$2,632.50
3	12" C76 IV RCP Storm Sewer	LF	2,156	\$75.00	\$161,700.00	\$103.00	\$222,068.00	\$88.45	\$190,698.20	\$122.50	\$264,110.00
4	15" C76 IV RCP Storm Sewer	LF	650	\$81.00	\$52,650.00	\$104.00	\$67,600.00	\$89.90	\$58,435.00	\$104.90	\$68,185.00
5	18" C76 IV RCP Storm Sewer	LF	847	\$88.00	\$74,536.00	\$105.00	\$88,935.00	\$114.60	\$97,066.20	\$135.10	\$114,429.70
6	24" C76 IV RCP Storm Sewer	LF	1,070	\$92.00	\$98,440.00	\$106.29	\$113,730.30	\$120.30	\$128,721.00	\$160.50	\$171,735.00
7	4" SDR 26 PVC, Storm Sewer Lead	LF	450	\$29.00	\$13,050.00	\$63.86	\$28,737.00	\$63.00	\$28,350.00	\$45.50	\$20,475.00
8	8" Dual Wall HDPE Stm Sewer	LF	8	\$70.00	\$560.00	\$127.59	\$1,020.72	\$81.60	\$652.80	\$67.45	\$539.60
9	10" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	560	\$72.00	\$40,320.00	\$60.00	\$33,600.00	\$84.00	\$47,040.00	\$86.25	\$48,300.00
10	12" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	1,401	\$76.00	\$106,476.00	\$120.00	\$168,120.00	\$84.85	\$118,874.85	\$87.05	\$121,957.05
11	18" Dual Wall Sock Wrapped Perf HDPE Stm Sewer	LF	301	\$80.00	\$24,080.00	\$125.00	\$37,625.00	\$90.70	\$27,300.70	\$181.60	\$54,661.60
12	4" Perforated HDPE Sock Wrapped Underdrain	LF	2,255	\$2.50	\$5,637.50	\$32.82	\$74,009.10	\$14.20	\$32,021.00	\$4.55	\$10,260.25
13	4' Dia Stm Manhole	EA	9	\$3,000.00	\$27,000.00	\$2,000.00	\$18,000.00	\$5,310.00	\$47,790.00	\$3,164.00	\$28,476.00
14	5' Dia Stm Manhole	EA	8	\$3,400.00	\$27,200.00	\$3,000.00	\$24,000.00	\$6,730.00	\$53,840.00	\$4,334.00	\$34,672.00
15	6' Dia Stm Manhole	EA	3	\$4,200.00	\$12,600.00	\$4,500.00	\$13,500.00	\$8,250.00	\$24,750.00	\$6,687.00	\$20,061.00
16	4' Dia Catch Basin w/3' Sump	EA	8	\$3,000.00	\$24,000.00	\$2,500.00	\$20,000.00	\$5,440.00	\$43,520.00	\$3,056.00	\$24,448.00
17	18" HDPE Drain Basin	EA	18	\$1,600.00	\$28,800.00	\$2,250.00	\$40,500.00	\$2,672.00	\$48,096.00	\$1,606.00	\$28,908.00
18	24" HDPE Drain Basin	EA	28	\$1,800.00	\$50,400.00	\$2,750.00	\$77,000.00	\$2,897.00	\$81,116.00	\$1,943.00	\$54,404.00
19	30" HDPE Drain Basin	EA	4	\$2,200.00	\$8,800.00	\$3,250.00	\$13,000.00	\$4,388.00	\$17,552.00	\$3,352.00	\$13,408.00
20	12" HDPE Flared End Section	EA	5	\$200.00	\$1,000.00	\$1,500.00	\$7,500.00	\$416.50	\$2,082.50	\$735.00	\$3,675.00
21	36-inch RCP Flared End Section	EA	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,226.00	\$2,226.00	\$2,931.00	\$2,931.00
22	48-inch RCP Flared End Section	EA	1	\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00	\$3,925.00	\$3,925.00	\$4,164.00	\$4,164.00
23	Riprap over Geotextile Fabric	SYD	375	\$45.00	\$16,875.00	\$37.00	\$13,875.00	\$56.20	\$21,075.00	\$50.70	\$19,012.50
24	Concrete Driveway Trench Drain, 4 inch	LF	35	\$40.00	\$1,400.00	\$183.74	\$6,430.90	\$173.11	\$6,058.85	\$359.70	\$12,589.50
25	8" SDR 26 PVC, Sanitary Sewer	LF	310	\$75.00	\$23,250.00	\$86.07	\$26,681.70	\$107.50	\$33,325.00	\$157.35	\$48,778.50
26	Sanitary Clean Out, 6-inch	EA	9	\$500.00	\$4,500.00	\$736.17	\$6,625.53	\$633.00	\$5,697.00	\$839.95	\$7,559.55
27	HMA - 3E3, Base	TON	1,590	\$65.00	\$103,350.00	\$57.36	\$91,202.40	\$62.84	\$99,915.60	\$58.85	\$93,571.50
28	8-inch Aggregate Base, 21AA	SYD	10,900	\$10.50	\$114,450.00	\$10.72	\$116,848.00	\$7.35	\$80,115.00	\$11.95	\$130,255.00
29	MDOT Class II Sand Base	CYD	2,830	\$13.00	\$36,790.00	\$0.01	\$28.30	\$13.65	\$38,629.50	\$24.70	\$69,901.00
30	Station Grading (Aurelius)	STA	24.5	\$1,450.00	\$35,525.00	\$6,500.00	\$159,250.00	\$3,908.00	\$95,746.00	\$2,889.00	\$70,780.50
31	Station Grading (Monroe/Vernon/Norwood)	STA	19.5	\$1,900.00	\$37,050.00	\$2,500.00	\$48,750.00	\$4,130.00	\$80,535.00	\$2,727.00	\$53,176.50
32	Concrete Curb & Gutter	LF	2,400	\$15.00	\$36,000.00	\$18.00	\$43,200.00	\$13.42	\$32,208.00	\$16.20	\$38,880.00
33	Gravel Shoulder, 6-inch C.I.P.	SYD	1,255	\$15.75	\$19,766.25	\$6.68	\$8,383.40	\$4.15	\$5,208.25	\$13.10	\$16,440.50
34	Tree Removal, 6-inch to 12-inch	EA	39	\$300.00	\$11,700.00	\$151.52	\$5,909.28	\$350.00	\$13,650.00	\$885.00	\$34,515.00
35	Tree Removal, 13-inch to 24-inch	EA	23	\$500.00	\$11,500.00	\$762.08	\$17,527.84	\$500.00	\$11,500.00	\$1,265.00	\$29,095.00
36	Tree Removal, 25-inch or Greater	EA	2	\$800.00	\$1,600.00	\$1,509.00	\$3,018.00	\$1,800.00	\$3,600.00	\$2,280.00	\$4,560.00
37	Remove Existing Storm Sewer, Any Size	LF	300	\$19.00	\$5,700.00	\$20.00	\$6,000.00	\$65.00	\$19,500.00	\$21.60	\$6,480.00
38	Remove Existing Drainage Structure	EA	6	\$600.00	\$3,600.00	\$250.00	\$1,500.00	\$800.00	\$4,800.00	\$501.40	\$3,008.40
39	Core Manhole, 4-inch	EA	3	\$500.00	\$1,500.00	\$100.00	\$300.00	\$450.00	\$1,350.00	\$1,295.00	\$3,885.00
40	Core Manhole, 8-inch	EA	3	\$520.00	\$1,560.00	\$300.00	\$900.00	\$550.00	\$1,650.00	\$1,372.00	\$4,116.00
41	Core Manhole, 12-inch Dia.	EA	4	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$850.00	\$3,400.00	\$1,853.00	\$7,412.00
42	Bulk Head 15" or Less	EA	8	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$350.00	\$2,800.00	\$210.80	\$1,686.40
43	Abandon & Fill Existing Storm Sewer	CYD	20	\$120.00	\$2,400.00	\$230.00	\$4,600.00	\$150.00	\$3,000.00	\$168.85	\$3,377.00
44	Sanitary Sewer Lead Cut and Reconnect, 6-inch SDR 26 PVC	LF	470	\$40.00	\$18,800.00	\$78.60	\$36,942.00	\$41.45	\$19,481.50	\$75.30	\$35,391.00
45	Sanitary Sewer Manhole Adjustments	EA	12	\$500.00	\$6,000.00	\$500.00	\$6,000.00	\$325.00	\$3,900.00	\$651.90	\$7,822.80
46	Water Valve Adjustment	EA	5	\$300.00	\$1,500.00	\$150.00	\$750.00	\$200.00	\$1,000.00	\$227.45	\$1,137.25
47	Water Service Connection, 1-inch	EA	10	\$1,600.00	\$16,000.00	\$804.11	\$8,041.10	\$440.00	\$4,400.00	\$1,427.00	\$14,270.00
48	Curb Stop, 1-inch, Adj.	EA	33	\$480.00	\$15,840.00	\$83.61	\$2,759.13	\$452.00	\$14,916.00	\$284.30	\$9,381.90
49	Sidewalk, Conc, 4 inch	SYD	1,500	\$38.50	\$57,750.00	\$46.69	\$70,035.00	\$33.33	\$49,995.00	\$46.05	\$69,075.00
50	Sidewalk Ramp, Conc, 6 inch	SYD	20	\$63.00	\$1,260.00	\$77.37	\$1,547.40	\$58.90	\$1,178.00	\$79.35	\$1,587.00
51	Detectable Warning Surface	EA	6	\$300.00	\$1,800.00	\$251.00	\$1,506.00	\$275.00	\$1,650.00	\$248.55	\$1,491.30
52	Concrete Driveway Restoration, 6-inch	SYD	300	\$43.00	\$12,900.00	\$50.43	\$15,129.00	\$38.42	\$11,526.00	\$64.00	\$19,200.00
53	HMA LVSP Driveway Restoration, 3-inch	SYD	550	\$29.00	\$15,950.00	\$40.76	\$22,418.00	\$64.74	\$35,607.00	\$36.55	\$20,102.50
54	Aggregate Driveway Restoration, 6-inch MDOT 6A	SYD	1,400	\$9.70	\$13,580.00	\$14.27	\$19,978.00	\$5.90	\$8,260.00	\$13.75	\$19,250.00
55	Lawn/Road Ditch Restoration (3 inches topsoil, seed, Silt Stop and mulch)	SYD	2,900	\$6.80	\$19,720.00	\$4.45	\$12,905.00	\$5.43	\$15,747.00	\$8.10	\$23,490.00
56	Infiltration Swale, Grading and Restoration	SYD	2,100	\$7.40	\$15,540.00	\$10.04	\$21,084.00	\$35.72	\$75,012.00	\$48.60	\$102,060.00
57	Detention Area Restoration, Mesic to Dry Seed	SYD	13,000	\$5.50	\$71,500.00	\$7.86	\$102,180.00	\$7.06	\$91,780.00	\$1.65	\$21,450.00
58	Detention Area Restoration, Wet to Mesic Seed	SYD	14,250	\$5.60	\$79,800.00	\$7.86	\$112,005.00	\$7.06	\$100,605.00	\$1.75	\$24,937.50
59	Mulch Blanket	SYD	2,500	\$2.50	\$6,250.00	\$1.66	\$4,150.00	\$1.81	\$4,525.00	\$2.20	\$5,500.00
60	Machine Grading, Detention Basin	LS	1	\$275,000.00	\$275,000.00	\$315,000.00	\$315,000.00	\$332,975.00	\$332,975.00	\$523,745.00	\$523,745.00
61	Machine Grading, Autumnwood Condominium Detention Basin	LS	1	\$37,000.00	\$37,000.00	\$25,000.00	\$25,000.00	\$87,830.00	\$87,830.00	\$81,295.00	\$81,295.00
62	Clean Out Existing Culvert	LF	42	\$30.00	\$1,260.00	\$25.81	\$1,084.02	\$71.00	\$2,982.00	\$82.85	\$3,479.70
63	Tree Plantings (4 each of: Silver Maple, Red Maple, White Pine, Swamp White Oak & Blue Spruce)	EA	20	\$400.00	\$8,000.00	\$371.49	\$7,429.80	\$407.00	\$8,140.00	\$826.30	\$16,526.00
64	Three-Rail Split Wooden Fence	LF	250	\$10.00	\$2,500.00	\$12.30	\$3,075.00	\$45.00	\$11,250.00	\$12.10	\$3,025.00
65	Street Markings & Pavement Striping	LS	1	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00	\$3,750.00	\$3,750.00	\$3,630.00	\$3,630.00
66	Irrigation System Restoration (Autumnwood Condominium)	LS	1	\$1,200.00	\$1,200.00	\$4,337.38	\$4,337.38	\$10,000.00	\$10,000.00	\$10,298.00	\$10,298.00
67	Soil Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$32,800.00	\$32,800.00	\$36,048.00	\$36,048.00
68	Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$45,800.00	\$45,800.00	\$5,287.00	\$5,287.00
69	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$67,350.00	\$67,350.00	\$89,308.00	\$89,308.00
70	Aurelius & Willoughby Intersection Traffic Coordination	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$27,450.00	\$27,450.00	\$10,789.00	\$10,789.00
71	Street Signage & Mailbox Restoration	LS	1	\$3,000.00	\$3,000.00	\$3,681.17	\$3,681.17	\$9,400.00	\$9,400.00	\$6,737.00	\$6,737.00
72	Deadfall Tree Removal	LS	1	\$1,000.00	\$1,000.00	\$7,483.05	\$7,483.05	\$5,000.00	\$5,000.00	\$5,995.00	\$5,995.00
73	Existing Fence Removal and Replacement	LF	450	\$8.00	\$3,600.00	\$15.28	\$6,876.00	\$15.00	\$6,750.00	\$14.40	\$6,480.00
77	HMA - LVSP, Top	TONS	940	\$65.00	\$61,100.00	\$58.27	\$54,773.80	\$63.84	\$60,009.60	\$59.80	\$56,212.00
78	HMA - LVSP, Leveling	TONS	400	\$65.00	\$26,000.00	\$58.27	\$23,308.00	\$63.84	\$25,536.00	\$59.80	\$23,920.00
79	4-foot Dia Sanitary Sewer Manhole	EA	1	\$5,000.00	\$5,000.00	\$2,275.33	\$2,275.33	\$6,200.00	\$6,200.00	\$5,020.00	\$5,020.00
<b>BASE BID TABULATED TOTAL</b>					<b>\$2,093,048.25</b>		<b>\$2,751,570.30</b>		<b>\$2,844,835.30</b>		<b>\$3,061,891.50</b>
<b>BASE BID AS READ</b>					<b>\$2,093,048.25</b>		<b>\$2,751,570.52</b>		<b>\$2,844,835.30</b>		<b>\$3,061,891.50</b>
<b>ALTERNATE NO. 1</b>											
74	HMA Surface, Rem	SYD	7,000	\$1.90	\$13,300.00	\$2.06	\$14,420.00	\$3.16	\$22,120.00	\$2.50	\$17,500.00
75	HMA - LVSP, Top	TON	770	\$65.00	\$50,050.00	\$58.27	\$44,867.90	\$63.84	\$49,156.80	\$59.80	\$46,046.00
<b>TABULATED TOTAL ALTERNATE NO. 1</b>					<b>\$63,350.00</b>		<b>\$59,287.90</b>		<b>\$71,276.80</b>		<b>\$63,546.00</b>
<b>TOTAL - BASE BID WITH ALTERNATE NO. 1</b>					<b>\$2,156,398.25</b>		<b>\$2,810,858.20</b>		<b>\$2,916,112.10</b>		<b>\$3,125,437.50</b>
<b>BID FOR ALTERNATE NO. 1 AS READ</b>					<b>\$63,350.00</b>		<b>\$59,287.90</b>		<b>\$71,276.80</b>		<b>\$63,546.00</b>
<b>ALTERNATE NO. 2</b>											
76	Alternate No. 2 - Delhi Township Sanitary Sewer Work	LS	1	\$33,000.00	\$33,000.00	\$28,415.58	\$28,415.58	\$182,500.00	\$182,500.00	\$107,270.00	\$107,270.00
<b>TABULATED TOTAL ALTERNATE NO. 2</b>					<b>\$33,000.00</b>		<b>\$28,415.58</b>		<b>\$182,500.00</b>		<b>\$107,270.00</b>
<b>TOTAL - BASE BID WITH ALTERNATE NO. 2</b>					<b>\$2,126,048.25</b>		<b>\$2,779,985.88</b>		<b>\$3,027,335.30</b>		<b>\$3,169,161.50</b>
<b>BID FOR ALTERNATE NO. 2 AS READ</b>					<b>\$33,000.00</b>		<b>\$28,415.58</b>		<b>\$182,500.00</b>		<b>\$107,270.00</b>
<b>TOTAL - BASE BID, ALTERNATE NO. 1, AND ALTERNATE NO</b>											

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** June 1, 2016

**RE:** Proposal Bid for Cartago Drive Sewer Service Improvements – Barnhart & Son, Inc.

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Enclosed for your review and approval is a proposal from Barnhart & Son, Inc. in the amount of \$108,430 for the Cartago Drive Low Pressure Sewer Service Improvements.

These improvements, also known as Option 1 in Hubbell, Roth & Clark's (HRC) evaluation letter dated April 27, 2015, would provide for new isolation and check valves within a concrete manhole in the public right-of-way. The purpose of these isolation/check valves would be to prevent the backup of sewage onto private property in the event of a check valve or line failure on private property. This system would be a part of the public force main that receives sewage from the private sewage/grinder pumps at each home. As such, the operation and maintenance of the valves would be the responsibility of our POTW.

Earlier this year (February 2, 2016) the Board selected to proceed with Option 1. Therefore, bids were solicited with the sole bid being received from Barnhart & Son, Inc. in the amount of \$108,430. HRC has reviewed the proposal bid and recommends acceptance of the same, therefore, I concur.

**Recommended Motion:**

**To accept the proposal bid from Barnhart & Son, Inc. for the Cartago Drive Low Pressure Sewer Service Improvements Project in the amount of \$108,430.**

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton

**SENIOR ASSOCIATES**

Gary J. Tressel  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham  
Thomas G. Maxwell  
Todd J. Sneathen  
Aaron A. Uranga

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
PHONE: 248.454.6300  
FAX: 248.454.6312  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

May 26, 2016

Delhi Charter Township  
2074 Aurelius Road  
Holt, Michigan 49942

Attn: Mr. John Elsinga, Manager

Re: Cartago Drive  
Low Pressure Sewer Service Improvements Project  
Bid Results and Recommendation

HRC Job No. 20160059

Dear Mr. Elsinga:

The Township publically advertised the above referenced project soliciting bids from interested contractors. On May 17, 2016 bids were opened. Six (6) contractors purchased contract documents. However, only one (1) bid was received. The bidder was Barnhart & Son, Inc. (Barnhart) in the amount of \$108,430.00 (see attached). Hubbell, Roth & Clark, Inc. (HRC) has reviewed the bid and found it to be in order. We have worked with Barnhart previously and find them to be a good contractor performing quality work in a timely fashion for a reasonable price.

Subject to the contractor providing the required certificates of insurance and bonds, we recommend that the project be awarded to Barnhart in the amount of their bid, \$108,430.00.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Vice President

TMG/JFB  
Attachment  
Enclosure

pc: Delhi Twp.; S. Diorka  
HRC; File

**PROPOSAL**  
FOR  
CARTAGO DRIVE LOW PRESSURE SEWER  
SERVICE IMPROVEMENTS  
DELHI CHARTER TOWNSHIP  
INGHAM COUNTY, MICHIGAN

Name DELHI CHARTER TOWNSHIP  
2074 Aurelius Road  
Holt, Michigan 48842

Bids Due: May 17, 2016  
On or Before 1:30 pm, Local Time  
HRC Job No. 20160059

Gentlemen:

Name of Bidder: Barnhart & Son, Inc.

Address: 6355 W Holt Road, Holt, MI 48842

Date: 5-17-16 Telephone: 517 646 6926 Fax: 517 646 6772

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that he has examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Delhi Charter Township its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates from the information provided for bidding.

The Bidder hereby declares that he/she has inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

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DELHI CHARTER TOWNSHIP  
 CARTAGO DRIVE LOW PRESSURE SEWER  
 SERVICE IMPROVEMENTS

PROPOSAL  
 00300 / 2

**BASE BID**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Mobilization	1 Lump Sum	@ \$ <u>5,000.00</u>	= \$ <u>5,000.00</u>
2. Field verify size, location & depth existing discharge pipe	12 each	@ \$ <u>650.00</u>	= \$ <u>7,800.00</u>
3. Valve pit including frame & lid, insulation	12 each	@ \$ <u>5315.00</u>	= \$ <u>63,780.00</u>
4. Manhole undercut, 12"	12 CY	@ \$ <u>60.00</u>	= \$ <u>720.00</u>
5. 1.5" Eone valve assembly, installed	12 each	@ \$ <u>550.00</u>	= \$ <u>6,600.00</u>
6. 1.5" Eone valve assembly, spare	4 each	@ \$ <u>350.00</u>	= \$ <u>1,400.00</u>
7. Driveway replacement	135 SY	@ \$ <u>50.00</u>	= \$ <u>6,750.00</u>
8. Lawn restoration	150 SY	@ \$ <u>20.00</u>	= \$ <u>3,000.00</u>
9. Sidewalk replacement	80 SY	@ \$ <u>44.00</u>	= \$ <u>3,520.00</u>
10. Curb and gutter replacement	120 LFT	@ \$ <u>28.00</u>	= \$ <u>3,360.00</u>
11. Tree removal	5 each	@ \$ <u>300.00</u>	= \$ <u>1,500.00</u>
12. Tree replacement in kind - Allowance	5 each	@ \$ <u>1,000.00</u>	= \$ <u>5,000.00</u>
Total Amount of Bid			\$ <u>108,430.00</u>

The Owner, at his sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

**Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

**TAXES**

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

**ADDENDA**

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. 1 Dated 5-10-12  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 1

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**FEES**

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

**TIME OF COMPLETION**

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be completed within 60 calendar days from the issuance of the signed contract.

**LIQUIDATED DAMAGES**

Time is of the essence for completion of this project. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning 60 calendar days from issuance of executed contract, until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

**BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

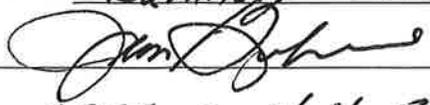
If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Delhi Charter Township.

If the undersigned enters into the contract in accordance with his/her proposal, or if his/her proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

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DELHI CHARTER TOWNSHIP  
CARTAGO DRIVE LOW PRESSURE SEWER  
SERVICE IMPROVEMENTS

PROPOSAL  
00300 / 4

Company Name: Barnhart & Son, Inc  
Signature:  Title: President  
Address: 6355 W. Holt Road, Holt  
County: Ingham State: Michigan  
Telephone No.: 517 646 6926 Fax No.: 517 646 6772  
Email Address: patgingrich@sbcglobal.net

**Name of Lawn Restoration Sub-Contractor:**

Company Name: HTA Companies  
Address: 5855 Michigan Rd, Ann Arbor  
County: Eaton State: Michigan  
Telephone No.: 517 482 2007 Fax No.: 517 482 2008  
Email Address: tharkins@htacompanies.com

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**LEGAL STATUS OF BIDDER**

This Bid is submittal in the name of:

(Print) Barnhart, & Son, Inc.

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street 6355 W. Holt Road

City Holt, MI

State Michigan Zip Code 48842

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP  
The Assumed Name of the Co-Partnership is registered in the County of \_\_\_\_\_, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_  
Michigan The Corporation is
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Michigan

NAME AND TITLE	HOME ADDRESS
<u>Jim Barnhart, President</u>	<u>6355 W. Holt Rd, Holt, MI 48842</u>
<u>Patrick Gingrich, Vice President</u>	<u>6350 Pleasant River Dr, Simonsdale MI 48821</u>

Signed and Sealed this 17<sup>th</sup> day of May, 2016

  
By (Signature)

Jim Barnhart  
Printed Name of Signer  
President  
Title

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**HUBBELL, ROTH & CLARK, INC.**  
OFFICE: 2101 Aurelius Road, Suite 2A  
Holt, MI 48842  
PHONE: 517.694.7760  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

**ADDENDUM NO. 1  
TO  
SPECIFICATIONS FOR  
CARTAGO DRIVE LOW PRESSURE SEWER SERVICE  
IMPROVEMENTS  
DELHI CHARTER TOWNSHIP  
INGHAM COUNTY, MICHIGAN**

**ISSUED:** May 10, 2016

HRC Job No. 20160059

This addendum is issued prior to the receipt of bids to provide for certain changes and clarifications to the specifications, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration when preparing the proposal. All other conditions remain the same.

The Bidder shall acknowledge the receipt of this Addendum on Page 00300/2 of the Proposal.

**CHANGES:**

**Section 00300, Proposal (Issued)**

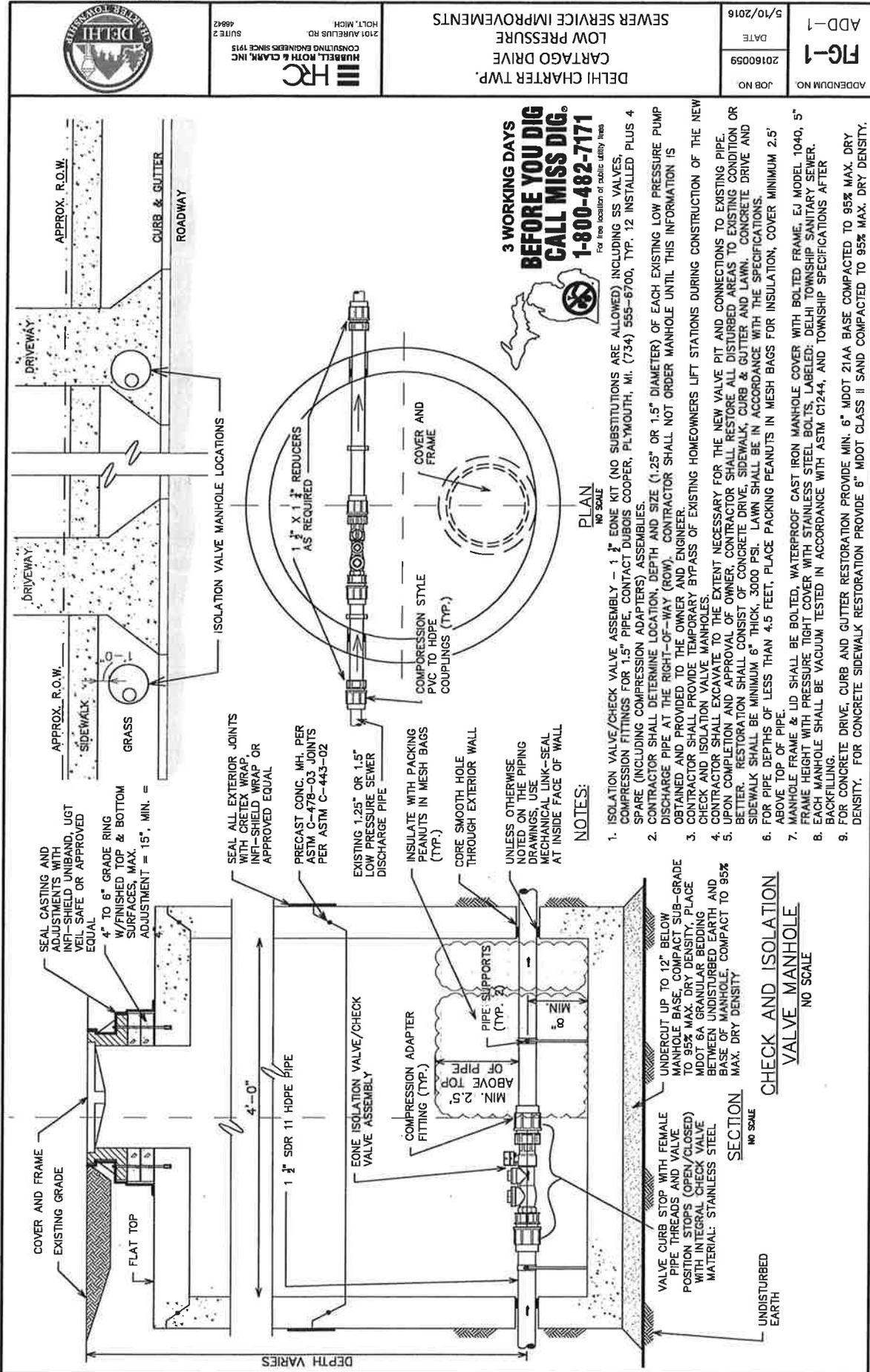
Corrected Bids Due Date on page 1 and modified Base Bid breakdown. Submit bid on the Section 00300 Proposal section within this addendum.

**Figure 1 (Issued)**

Modify the figure to revise position of check and isolation valves, add notes regarding construction.

**Pre-Bid Meeting Notes and Sign-in Sheet (Issued)**

Pre-Bid meeting notes and sign-in sheet are attached.



**HRC**  
**HUBBELL ROTH & GARR, INC.**  
 CONSULTING ENGINEERS SINCE 1915  
 SUITE 2  
 2101 AURELIUS RD.  
 HOLT, MICH. 48842

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DELHI CHARTER TWP.  
 CARTAGO DRIVE  
 LOW PRESSURE  
 SEWER SERVICE IMPROVEMENTS

APPENDUM NO. **FG-1**  
 ADDRESS **ADD-1**  
 JOB NO. 20160599  
 DATE 5/10/2016

**3 WORKING DAYS  
 BEFORE YOU DIG  
 CALL MISS DIG.<sup>®</sup>**  
**1-800-482-7171**  
For free location of public utility lines

**PLAN**  
 NO SCALE

1. ISOLATION VALVE/CHECK VALVE ASSEMBLY - 1 1/2" EONE KIT (NO SUBSTITUTIONS ARE ALLOWED) INCLUDING SS VALVES, COMPRESSION FITTINGS FOR 1.5" PIPE, CONTACT DUBOIS COOPER, PLYMOUTH, MI. (734) 555-6700, TYP. 12 INSTALLED PLUS 4 SPARE (INCLUDING COMPRESSION ADAPTERS) ASSEMBLIES.
2. CONTRACTOR SHALL DETERMINE LOCATION, DEPTH AND SIZE (1.25" OR 1.5" DIAMETER) OF EACH EXISTING LOW PRESSURE PUMP DISCHARGE PIPE AT THE RIGHT-OF-WAY (ROW). CONTRACTOR SHALL NOT ORDER MANHOLE UNTIL THIS INFORMATION IS OBTAINED AND PROVIDED TO THE OWNER AND ENGINEER.
3. CONTRACTOR SHALL PROVIDE TEMPORARY BYPASS OF EXISTING HOMEOWNERS LIFT STATIONS DURING CONSTRUCTION OF THE NEW CHECK AND ISOLATION VALVE MANHOLES.
4. CONTRACTOR SHALL EXCAVATE TO THE EXTENT NECESSARY FOR THE NEW VALVE PIT AND CONNECTIONS TO EXISTING PIPE.
5. UPON COMPLETION AND APPROVAL OF OWNER, CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EXISTING CONDITION OR BETTER. RESTORATION SHALL CONSIST OF CONCRETE DRIVE, SIDEWALK, CURB & GUTTER AND LAWN. CONCRETE DRIVE AND SIDEWALK SHALL BE MINIMUM 6" THICK, 3000 PSI. LAWN SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. FOR PIPE DEPTHS OF LESS THAN 4.5 FEET, PLACE PACKING PEANUTS IN MESH BAGS FOR INSULATION, COVER MINIMUM 2.5' ABOVE TOP OF PIPE.
7. MANHOLE FRAME & LID SHALL BE BOLTED, WATERPROOF CAST IRON MANHOLE COVER WITH BOLTED FRAME, E.U. MODEL 1040, 5" FRAME HEIGHT WITH PRESSURE TIGHT COVER WITH STAINLESS STEEL BOLTS, LABELED: DELHI TOWNSHIP SANITARY SEWER.
8. EACH MANHOLE SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM C1244, AND TOWNSHIP SPECIFICATIONS AFTER BACKFILLING.
9. FOR CONCRETE DRIVE, CURB AND GUTTER RESTORATION PROVIDE MIN. 6" MDOT 21AA BASE COMPACTED TO 95% MAX. DRY DENSITY. FOR CONCRETE SIDEWALK RESTORATION PROVIDE 6" MDOT CLASS II SAND COMPACTED TO 95% MAX. DRY DENSITY.

**NOTES:**

SEAL ALL EXTERIOR JOINTS WITH CRETEX WRAP, INF-SHIELD WRAP OR APPROVED EQUAL  
 PRECAST CONC. MH. PER ASTM C-478-03, JOINTS PER ASTM C-443-02  
 EXISTING 1.25" OR 1.5" LOW PRESSURE SEWER DISCHARGE PIPE  
 INSULATE WITH PACKING PEANUTS IN MESH BAGS (TYP.)  
 CORE SMOOTH HOLE THROUGH EXTERIOR WALL  
 UNLESS OTHERWISE NOTED ON THE PIPING DRAWINGS, USE MECHANICAL LINK-SEAL AT INSIDE FACE OF WALL

**CHECK AND ISOLATION VALVE MANHOLE**  
 NO SCALE

UNDERCUT UP TO 12" BELOW MANHOLE BASE, COMPACT SUB-GRADE TO 95% MAX. DRY DENSITY. PLACE MDOT 6" GRANULAR BEDDING BETWEEN BASE OF MANHOLE AND UNDISTURBED EARTH. COMPACT TO 95% MAX. DRY DENSITY

**SECTION**  
 NO SCALE

VALVE CURB STOP WITH FEMALE PIPE THREADS AND VALVE POSITION STOPS (OPEN/CLOSED) WITH INTEGRAL CHECK VALVE MATERIAL: STAINLESS STEEL

COVER AND FRAME  
 EXISTING GRADE  
 FLAT TOP  
 SEAL CASTING AND ADJUSTMENTS WITH INF-SHIELD UNIBAND, UGT VEIL SAFE OR APPROVED EQUAL  
 4" TO 6" GRADE RING W/FINISHED TOP & BOTTOM SURFACES. MAX. ADJUSTMENT = 15", MIN. =

DEPTH VARIES  
 4'-0"  
 1 1/2" SDR 11 HDPE PIPE  
 EONE ISOLATION VALVE/CHECK VALVE ASSEMBLY  
 COMPRESSION ADAPTER FITTING (TYP.)  
 PIPE SUPPORTS (TYP.)  
 MIN. 2.5' ABOVE TOP OF PIPE

DRIVEWAY  
 APPROX. R.O.W.  
 SIDEWALK  
 GRASS  
 DRIVEWAY  
 APPROX. R.O.W.  
 CURB & GUTTER  
 ROADWAY

ISOLATION VALVE MANHOLE LOCATIONS

1 1/2" X 1 1/2" REDUCERS AS REQUIRED

COMPRESSION STYLE PVC TO HDPE COUPLINGS (TYP.)

COVER AND FRAME



HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915

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EMAIL: [info@hrc-engr.com](mailto:info@hrc-engr.com)

**DELHI CHARTER TOWNSHIP  
DEPARTMENT OF PUBLIC SERVICES  
CARTAGO DRIVE LOW PRESSURE SEWER SERVICE IMPROVEMENTS  
MANDATORY PRE-BID MEETING at MAINTENANCE BUILDING  
NOTES**

May 6, 2016

10:00 am

1. Attendee list attached.
2. Scope of work, bonds and insurance requirements, proposal form, work hours and confined space entry, were reviewed.
3. An Ingham County Road Commission Right-of-Way Utility Installation permit is required, Contractor shall submit application and pay for permit.
4. Question on depth of undercut and payment for it below manhole, addressed in addendum.
5. Figure 1 will be revised and re-issued with Addendum.
6. Substitutions for the Eone check/isolation valve assembly are not allowed.
7. The project site was visited after the pre-bid meeting.





Bond Number BD144329

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, BARNHART & SON, INC. of 6355 HOLT RD HOLT, MI 48842-9509 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto DELHI CHARTER TOWNSHIP 2074 AURELIUS RD, HOLT MI 48842-1332 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for CARTAGO DRIVE LOW PRESSURE SEWER SERVICE IMPROVEMENTS

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 6TH day of MAY, 2016.

Patrick C. Gungrich  
Patrick C. Gungrich  
Witness

Jim Barnhart  
BARNHART & SON, INC. Jim Barnhart  
Principal  
President  
Title

Auto-Owners Insurance Company

Amanda Lamp  
Amanda Lamp  
Witness

Paul D. Oppenlander  
Paul D. Oppenlander  
Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD144329

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto; bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

\_\_\_\_\_  
Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

\_\_\_\_\_  
Amanda Lamp Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 6th day of May, 2016



\_\_\_\_\_  
William F. Woodbury, Senior Vice President, Secretary and General Counsel



Bond Number BD144329

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 6TH day of MAY, 2016, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp  
Notary Public in the State of Michigan  
County of Eaton

**AMANDA LAMP**  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Jan. 1, 2020



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Donna M. Martin  
Charles E. Hart  
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Karyn M. Stickel

**HUBBELL, ROTH & CLARK, INC.**

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April 27, 2015

Delhi Charter Township  
Department of Public Services  
1492 Aurelius Road  
Holt, Michigan 48842

Attn: Ms. Sandra Diorka, Director

Re: SAW Asset Management  
Cartago Drive Sewer System Evaluation

HRC Job No. 20150130

Dear Ms. Diorka:

Hubbell, Roth & Clark, Inc. (HRC) is presenting this condition assessment and evaluation of the sewer system serving twelve (12) residences located on Cartago Drive in the Chisholm Hills subdivision. Since the development of these residences in 2000, the occupants of 8 of the 12 residences have experienced at least one failure of their individual sewer system resulting in sewage backup into the residence or leaking onto the ground, driveway, or roadway. Therefore, the Township has requested this evaluation that includes a condition assessment and consideration of different options for fixing the problems that have and continue to occur with this system.

Currently, a single, submersible “grinder” pump is used to pump sewage from the individual residences through either a 1.25” or 1.5” diameter pipe that connects under the roadway to a 2” diameter force main that conveys the sewage from all 12 residences to a manhole located near the intersection of Cartago Drive and Little Hickory Drive. Sewage flows from this manhole ultimately ends up at the Publicly Owned Treatment Works (POTW) located at the corner of Grovenburg and McCue Roads. Unlike a more conventional gravity sewer system where the components are more distinct and separate, a pumped system is one integrated system. Each component works toward the conveyance of the sewage to the outlet.

Each grinder pump is in a wet well or “crock” located a few feet from each dwelling. Sewage is piped by gravity from the dwelling through a 4” diameter sewer lead to the crock. The crock fills to a level where a “pump start” float switch trips signaling the grinder pump to start pumping. Once started the pump will operate until the crock is pumped down to a level where a “pump stop” float switch trips signaling the grinder pump to stop pumping.

While other issues may have occurred, one common issue is the failure of the private lead valves. This is common with direct bury valves on these systems. Once failed, these leak or stay open creating a backflow of sewage. At minimum, this issue needs to be addressed. However, our options include more robust solutions.

***Options***

Information regarding new low pressure sewage pumps and common pump station is presented in Appendices A and B.

### **1. Add Isolation Valve and Check Valve at edge of Right-of-Way (ROW)**

In this option the Township would have a new isolation valve and check valve installed on the existing 1.25" or 1.5" sewer service near but within the ROW for each parcel. For ease of access these valves would be placed in a single box or pit including insulation to prevent freezing. The new check valve would prevent the backup of sewage into the individual parcel services from the 2" force main common to all the parcels.

The pit would be constructed of 3-foot diameter corrugated plastic pipe or concrete manhole dependent on the box location and would be covered with a cast iron manhole style frame and lid. If located in the grass/lawn area the pit would be corrugated plastic. If located under a driveway the pit would be concrete manhole to withstand the loading from an automobile.

A preliminary field investigation shows that four of the pits would be located in area between the curb and sidewalk under grass, three of the pits would need to be located under driveways and another five pits may be under a driveway. For the estimated cost we have assumed that 4 pits would be corrugated plastic and of 8 pits would be pre-cast concrete construction.

In this option the valves and pits would be located within the ROW and the Township would install and maintain the valves. The gravity sewer, crock with pumps, controls, 1.25"/1.5" service line and existing valves currently located on each parcel would remain the property and responsibility of the parcel owner. This is the most similar to the Township's responsibility on other sewer systems in the Township.

### **2. Replace Existing Grinder Pumps and Electrical Panels with New Positive Displacement/Grinder Pumps and Electrical Panels**

In this option, each existing pump, float switches, and control panel would be replaced with a new grinder pump including controls and alarm panel. The existing pump crock, 1.25"/1.5" check valve, and isolation valves (located in the yard) would remain for each residence. The existing 2" force main located on Cartago Drive would also remain.

The existing pumps are Zoeller submersible grinder pumps. These pumps can be used in different sewage applications and are not specifically for use only in low pressure sewage system applications.

A company that has been providing household grinder pumps since 1968 specifically for low pressure residential sewer systems is EOne. Information about EOne is presented in Appendix A. The pumps are progressing cavity style (Moyno style) and include features such as easy to replace existing submersible grinder pumps as entry into crock is not required; pressure switches for pump on/off control; typical life span of 10 to 20 years under normal conditions; built-in check and anti-siphon valves located near pump; near constant flow under variable pressure conditions; and air filled motor requires no preventive maintenance.

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** June 1, 2016

**RE:** Resolution No. 2016-010 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2016 Downtown Development Refunding Bonds

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Enclosed for your review and approval is Resolution No. 2016-010 which would authorize and delegate the sale of Delhi Charter Township 2016 Downtown Development Refunding Bonds.

Recently the DDA's financial consulting firm, H.J. Umbaugh & Associates, had been requested by the DDA to review their debt obligations to determine if there would be significant savings in refunding (refinancing) any of the current bonds held by the DDA. During that review Umbaugh determined there would be a significant savings (\$163,900) if the 2008 Downtown Development Bonds were refinanced at lower interest rate along with a shortened repayment period. These bonds were used for several infrastructure projects including Cedar Heights, reconstruction of Cedar Street, Holt Road sidewalks, and the construction of the Sam Corey Senior Center.

These significant cost savings has led the DDA Board to adopt a resolution requesting issuance of 2016 refunding bonds and approval of a continuing disclosure agreement at their May 31, 2016 meeting and requests the Township Board do the same. Therefore, I recommend the following motion:

**Recommended Motion:**

**To adopt Resolution No. 2016-010 authorizing the issuance and delegating the sale of Charter Township of Delhi 2016 Downtown Development Refunding Bonds.**

**CHARTER TOWNSHIP OF DELHI**

2016 DDA Refunding Bonds (Refunds 2008 DDA Bonds)

**Gross Debt Service Comparison**

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
11/01/2016	-	-	-	-	94,750.00	94,750.00
11/01/2017	40,000.00	2.000%	128,205.00	168,205.00	189,500.00	21,295.00
11/01/2018	40,000.00	2.000%	99,100.00	139,100.00	189,500.00	50,400.00
11/01/2019	765,000.00	2.000%	98,300.00	863,300.00	879,500.00	16,200.00
11/01/2020	785,000.00	2.000%	83,000.00	868,000.00	886,900.00	18,900.00
11/01/2021	805,000.00	2.000%	67,300.00	872,300.00	887,537.50	15,237.50
11/01/2022	830,000.00	2.000%	51,200.00	881,200.00	897,337.50	16,137.50
11/01/2023	855,000.00	2.000%	34,600.00	889,600.00	905,537.50	15,937.50
11/01/2024	875,000.00	2.000%	17,500.00	892,500.00	911,093.76	18,593.76
<b>Total</b>	<b>\$4,995,000.00</b>	<b>-</b>	<b>\$579,205.00</b>	<b>\$5,574,205.00</b>	<b>\$5,841,656.26</b>	<b>\$267,451.26</b>

**PV Analysis Summary (Gross to Gross)**

Gross PV Debt Service Savings	255,320.21
Transfers from Prior Issue Debt Service Fund	(94,750.00)
Contingency or Rounding Amount	3,384.38
<b>Net Present Value Benefit</b>	<b>\$163,954.59</b>
Net PV Benefit / \$4,675,000 Refunded Principal	3.507%
Net PV Benefit / \$4,995,000 Refunding Principal	3.282%

**Refunding Bond Information**

Refunding Dated Date	7/19/2016
Refunding Delivery Date	7/19/2016

**RESOLUTION NO. 2016-010**

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF  
CHARTER TOWNSHIP OF DELHI  
2016 DOWNTOWN DEVELOPMENT REFUNDING BONDS**

Charter Township of Delhi, Ingham County, Michigan (the "Township" or "Issuer")

A regular meeting of the Township Board of Trustees (the "Board") of the Township was held in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan, in the Township, on the on the \_\_\_\_\_ day of June, 2016, at \_\_\_\_\_ o'clock in the \_\_.m.

The meeting was called to order by \_\_\_\_\_.

Present: Board Members

Absent: Board Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Board Member \_\_\_\_\_

**WHEREAS:**

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), and Act 197, Public Acts of 1975, as amended, the Downtown Development Authority Act, permit the Issuer to refund all or part of its bonded indebtedness; and

2. The Issuer has received a proposal from H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Financial Advisor") to refund all or part of the portion of the outstanding 2008 Downtown Development Bonds of the Issuer, dated July 9, 2008, in the original amount of \$9,980,000, which are callable on or after November 1, 2018, and are due and payable November 1, 2019 through November 1, 2024, inclusive (the "Prior Bonds"); and

3. The Issuer may have the opportunity to directly or privately place ("Private Placement") its refunding bonds with a sophisticated investor or commercial bank (the "Purchaser") for the purpose of refunding all or part of the Prior Bonds; and

4. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds; and

5. Prior to the issuance of its bonds, the Issuer achieved qualified status from the Michigan Department of Treasury (the "Department") pursuant to the Act.

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

1. Bonds of the Issuer designated 2016 Downtown Development Refunding Bonds (the "Bonds") be issued in the aggregate principal amount of not to exceed \$5,300,000, as finally determined upon sale or Private Placement thereof, for the purpose of refunding all or a portion of the Prior Bonds. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale or Private Placement; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon sale or Private Placement, payable on May 1, 2017, and semiannually thereafter on November 1 and May 1 in each year; and shall mature on November 1 in each year to be subsequently determined by the Issuer's Township Manager or the Township Supervisor, in the final principal amounts determined upon sale or Private Placement and may be subject to optional and/or mandatory redemption in the amounts, times, in the manner and at the prices determined upon sale or Private Placement of the Bonds.

2. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale or Private Placement of the Bonds.

3. The Bonds are issuable in minimum denominations of \$100,000, and integral multiples of \$5,000 over \$100,000, not exceeding the aggregate principal amount for each maturity.

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

5. The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must carry the same interest rate. No bid/offer will be considered for a price less than 99.75% of the par value. The maximum true interest cost of the Bonds shall not exceed four percent (4%) per annum.

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

DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

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

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

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

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

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

9. The Township Supervisor and Township Clerk be, and they are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their

manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Township Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the original Purchaser upon receipt of the purchase price and accrued interest, if any.

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

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2016 TOWNSHIP DDA BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

11. The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with fiscal year 2016 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full. There shall be levied upon the tax rolls of the Issuer in each year, commencing with the tax year 2016, for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections being taken into consideration in arriving at the estimate. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued. In addition, the Bonds are payable from certain tax increment revenue payments received by the Issuer from the Delhi Charter Township Downtown Development Authority (the "DDA"), which payments and revenues have been irrevocably pledged by the DDA to the Issuer pursuant to a resolution approved by the DDA's Board of Directors on April 22, 2008. The Issuer not having the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

12. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds. Upon receipt of the proceeds of sale or Private Placement of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2016 DDA BOND ISSUANCE FUND. Moneys in the BOND ISSUANCE FUND shall be used solely to

pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

13. The balance of the proceeds of the Bonds, together with any moneys transferred at the time of closing of the Bonds from the debt retirement fund for the Prior Bonds, shall be invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America; or other obligations the principal and interest of which are fully secured by the foregoing (the "Escrow Funds"), and used to pay principal, interest and redemption premiums on the Prior Bonds. The Escrow Funds shall be held by an escrow agent (the "Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Agent to take all necessary steps to call any Prior Bonds specified by the Township Manager or the Township Supervisor upon sale or Private Placement of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by the Township Manager or the Township Supervisor that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

14. The Township Manager or the Township Supervisor is authorized to select an Escrow Agent to serve under the Escrow Agreement.

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

16. The Township Manager or Township Supervisor is hereby authorized to circulate, or cause to be circulated, a Request for Proposals for the sale or Private Placement of the Bonds. In addition, the Township Manager or Township Supervisor is authorized to execute any agreements or documents necessary to retain a Placement Agreement, if recommended by the Financial Advisor. Further, the Township Manager or the Township Supervisor, or a designee thereof, is authorized to negotiate the sale or Private Placement of the bonds to a Purchaser, and, if necessary, to execute a Bond Purchase Agreement or Placement Agreement with a Purchaser, subject to the requirements of paragraph 19 below. Based upon information provided by the Financial Advisor, a negotiated sale or Private Placement allows flexibility in timing, sale and structure of the Bonds in response to changing market conditions and flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Bonds.

17. If necessary, the Township Manager or the Township Supervisor is authorized to approve circulation of a Preliminary Official Statement, if any, describing the Bonds.

18. The Township Manager or the Township Supervisor, or a designee thereof, if permitted by law, is hereby authorized to:

a. File with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.

b. If deemed advisable by the Financial Advisor, request a waiver of the maturity limitations as set forth in the Application for Waiver and/or a waiver of the Department's requirement that ratings be obtained from a nationally recognized ratings agency.

c. If necessary, execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and hereby is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

19. The Township Manager's or the Township Supervisor's authorization to accept an offer from and, if necessary, execute a Bond Purchase Agreement or Placement Agreement with, a Purchaser is subject to the following parameters:

- a. the average true interest rate on the Bonds shall not exceed 4%;
- b. the present value savings from the refunding shall not be less than 1% of the par of the Prior Bonds;
- c. compliance with Section 5 above; and
- d. the receipt of express written recommendation of the Financial Advisor to accept the terms of the sale or Private Placement of the Bonds and a Bond Purchase Agreement, if any.

20. Upon the sale or Private Placement of the Bonds, the Township Manager or the Township Supervisor is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Purchaser, including, if necessary, a Bond Purchase Agreement or Placement Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) if applicable, deem the Preliminary Official Statement for the Bonds final

for purposes of SEC Rule 15c2-12(b)(1); and (v) if applicable, execute and deliver the final Official Statement on behalf of the Issuer.

21. The Township Supervisor, the Township Clerk, the Township Treasurer, the Township Manager and all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement or Placement Agreement, if any.

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

23. Thrun Law Firm, P.C., is hereby appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds.

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

25. The Township Manager or the Township Supervisor may designate the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended, if, in making said designation, the Township Manager or the Township Supervisor determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2016 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation," then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds may be designated by the Township Manager or the Township Supervisor as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations."

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

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

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

---

Evan Hope, Township Clerk  
Charter Township of Delhi

The undersigned duly qualified and acting Township Clerk of the Charter Township of Delhi, Ingham County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Trustees at a regular meeting held on June \_\_\_\_, 2016, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

---

Evan Hope, Township Clerk  
Charter Township of Delhi

MDG/

EXHIBIT A

[No.]  
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF INGHAM  
CHARTER TOWNSHIP OF DELHI  
2016 DOWNTOWN DEVELOPMENT REFUNDING BOND  
(GENERAL OBLIGATION - LIMITED TAX)

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on May 1, 2017, and semiannually thereafter on the first day of November and May of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of Bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_ issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, Act 197, Public Acts of Michigan, 1975, as amended, and resolutions duly adopted by the Township Board of Trustees of the Issuer on June \_\_\_\_, 2016 and \_\_\_\_\_, 2016, for the purpose of refunding all or a portion of a certain prior bond issue of the Issuer.

The limited tax, full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable primarily from ad valorem taxes, which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer and an irrevocable appropriation of a sufficient amount of such taxes will be made each year as a first operating budget obligation for the payment of the principal of and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued and, if taxes are insufficient to pay the Bonds when due, the Issuer has pledged to use any and all other resources available for the payment of the Bonds. In addition, the Bonds are payable from certain tax increment revenue payments received by the Issuer from the Delhi Charter Township Downtown Development

Authority (the “DDA”), which payments and revenues have been irrevocably pledged by the DDA to the Issuer pursuant to a resolution approved by the DDA’s Board of Directors on April 22, 2008. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2017 through 2022, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing in the year 2023 and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after November 1, 2022, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

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

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

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

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

such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$100,000, and integral multiples of \$5,000 in excess of \$100,000, or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

**IN WITNESS WHEREOF**, Charter Township of Delhi, County of Ingham, State of Michigan, by its Township Board of Trustees, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Township Supervisor and countersigned by the manual or facsimile signature of its Township Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed, as of \_\_\_\_\_, 2016, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

Countersigned:

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

\_\_\_\_\_  
Township Clerk

By \_\_\_\_\_  
Township Supervisor

[SEAL]

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

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

By  
Authorized Signatory

-----  
ASSIGNMENT

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

Dated \_\_\_\_\_

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

Signature Guaranteed:

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B  
FORM OF  
CONTINUING DISCLOSURE AGREEMENT

\$ \_\_\_\_\_  
CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN  
2016 DOWNTOWN DEVELOPMENT REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Charter Township of Delhi, County of Ingham, State of Michigan (the "Issuer"), in connection with the issuance of \$ \_\_\_\_\_ 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Township Board of Trustees of the Issuer on June \_\_\_\_, 2016 and \_\_\_\_\_, 2016 (the "Resolutions"). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

"MSRB" shall mean the Municipal Securities Rulemaking Board.

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

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2016.

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

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

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

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

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

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

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the 180th day after the end of the fiscal year of the Issuer commencing with the fiscal year ending December 31, 20\_\_\_\_, to EMMA and the State Repository an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer's fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate; (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

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

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

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

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

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

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

## SECTION 5. Reporting of Significant Events.

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

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

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

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

as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

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

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

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

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

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

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

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

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

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

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

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual

Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB and to the State Repository. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

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

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

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

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

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Township Manager

Dated: \_\_\_\_\_, 2016

**APPENDIX A**

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

Name of Issuer: Charter Township of Delhi, Ingham County, Michigan

Name of Bond Issue: 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2016

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Township Manager

Dated: \_\_\_\_\_, 2016

**APPENDIX B**

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

Name of Issuer: Charter Township of Delhi, Ingham County, Michigan

Name of Bond Issue: 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2016

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Township Manager

Dated: \_\_\_\_\_, 2016

**APPENDIX C**

SIGNIFICANT EVENT NOTICE COVER SHEET

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

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

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

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

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

Description of Significant Events Notice (Check One):

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

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

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

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

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

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

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

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

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

# DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board of Trustees

**FROM:** John Elsinga, Township Manager

**DATE:** June 2, 2016

**RE:** Resolution No. 2016-011 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2016 Downtown Development Bonds

---

Enclosed for your review and approval is Resolution No. 2016-011 which would issue bonds to borrow up to \$1.5 million for Downtown Development Authority (DDA) development and improvement projects.

As you know, the DDA amended their Development Plan and Tax Increment Financing Plan in 2015 to extend the life of the DDA through 2035 in order to complete several public development and improvement projects within the DDA district. Issuing bonds with a maturity date of 2035 enables the DDA to finance such projects as:

- Acquiring land, rights in land, buildings and real property
- Demolishing buildings and structures and making other improvements to land
- Acquiring, constructing and installing infrastructure and related improvements
- Installing and constructing street lighting improvements
- Landscaping improvements
- Environmental cleanup and remediation

Therefore, I recommend the Board adopt Resolution No. 2016-011 to issue bonds for the purpose of financing several DDA development and improvement projects.

### **Recommended Motion:**

**To adopt Resolution No. 2016-011, authorizing the issuance and delegating the sale of Charter Township of Delhi 2016 Downtown Development Bonds for the purpose of funding several Downtown Development Authority (DDA) development and improvement projects.**

**RESOLUTION NO. 2016-011**

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF  
CHARTER TOWNSHIP OF DELHI  
2016 DOWNTOWN DEVELOPMENT BONDS**

Charter Township of Delhi, Ingham County, Michigan (the "Township" or "Issuer")

A regular meeting of the Township Board of Trustees (the "Board") of the Township was held in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan, in the Township, on the on the \_\_\_\_\_ day of June, 2016, at \_\_\_\_\_ o'clock in the \_\_\_\_\_.m.

The meeting was called to order by \_\_\_\_\_.

Present: Board Members

Absent: Board Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Board Member \_\_\_\_\_

**WHEREAS:**

1. The Township Board of Trustees (the "Township Board") and the Board of Directors of the Delhi Charter Township Downtown Development Authority (the "DDA") have determined to undertake the development and improvement of certain lands, infrastructure and improvements within the DDA's downtown district (the "Development Area") to promote economic and employment growth within the Township, and have implemented a Development Plan and Tax Increment Financing Plan (the "Plan") for that purpose; and

2. The Township Board has been requested by the DDA's Board of Directors, and now deems it advisable and necessary, to issue its bonds, on behalf of the DDA, to finance the projects and improvements described in **Exhibit A** attached hereto (collectively, the "Projects"); and

3. The Projects are included in, and consistent with, the DDA's Plan; and

4. Act 197, Public Acts of Michigan, 1975, as amended ("Act 197"), authorizes the Township Board to issue bonds of the Township on behalf of the DDA for the purpose of defraying all or a portion of the cost of one or more of the Projects; and

5. The DDA, through its Board of Directors, has irrevocably pledged to pay to the Township sufficient tax increment revenues to be captured by the DDA in order to pay the principal of and interest on the Township's bonds; and

6. In anticipation of the receipt of the tax increment revenue payments from the DDA, the Township Board now deems it necessary to issue its downtown development bonds pursuant to Act 197 in order to borrow the necessary funds to finance all or a portion of the cost of the Projects; and

7. The DDA estimates the necessary cost of the Projects to be One Million Five Hundred Thousand Dollars (\$1,500,000), and it is deemed necessary by the Township Board to borrow the sum of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and issue bonds of the Township therefor to finance all or a portion of the cost of the Projects; and

8. The Township Board desires to authorize the negotiated sale of the bonds to a financial institution, without the publication of a notice of sale as provided by Section 309(2) of Act 34, Public Acts of Michigan 2001, as amended ("Act 34"), because such a negotiated sale is in the best interests of the Township as it will allow for flexibility in timing, sale and structure of the Bonds in response to changing market conditions, and due to the cost of publishing of a notice of sale as provided by Act 34 being prohibitively more expensive than negotiating the sale of the bonds to a financial institution; and

9. The Township Board has been advised by the underwriting firm of Fifth Third Securities, Inc. (the "Underwriter"), that the Underwriter anticipates presenting to the Township an offer to purchase its bonds as authorized herein; and

10. The Township Board is of the opinion that it is in the best interests of the Township to authorize the acceptance and execution of a Bond Purchase Agreement for the Bonds, by a designated agent or agents of the Township, if the terms of the Bond Purchase Agreement are within certain parameters as set forth below.

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

1. The bonds of the Issuer aggregating the principal sum of not to exceed One Million Five Hundred Dollars (\$1,500,000), as finally determined by the Township Manager, Township Supervisor, Township Treasurer, or Township Clerk (each an "Authorized Officer") upon sale thereof, shall be issued for the purpose of defraying all or a portion of the cost of one or more of the Projects. The bonds shall be designated 2016 Downtown Development Bonds (General Obligation-Limited Tax) (Federally Taxable) (the "Bonds"). The Bonds shall be dated the date of delivery, or such other date as established by an Authorized Officer at the time of sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon sale, payable on May 1, 2017, and semiannually thereafter on November 1 and May 1 in each year; and shall mature on November 1 in each year with annual maturities through and including the year 2035, as subsequently determined by an Authorized Officer, in the final principal amounts determined upon sale, and may be subject to optional and/or mandatory redemption in the amounts, times, in the manner and at the prices determined upon the sale of the Bonds.

Upon the sale of the Bonds, an Authorized Officer is hereby authorized to reduce the aggregate principal amount for the Bonds and adjust the principal and/or interest payment dates.

The Bonds shall be issued in anticipation of the receipt of certain tax increment revenue payments from the DDA, which sums with interest thereon are pledged to the payment of the principal of and interest on the Bonds. In addition to the tax increment revenue payments from the DDA as aforesaid, the full faith, credit and resources of the Township is hereby pledged for the prompt payment of the principal and interest on the Bonds as the same become due, subject to applicable constitutional, statutory and charter limitations. In case of the insufficiency of the tax increment revenue payments for the payment of the principal of and interest in the Bonds when due, the Township shall be obligated to pay the same as a first budget obligation from its legally available funds or from any taxes which it may levy within applicable constitutional, statutory and charter tax rate limitations.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at U.S. Bank National Association, Detroit, Michigan (the "Paying Agent"), or such successor paying agent as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity but only to persons whose names are in the register of the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may designate additional co-paying agents within or without the State of Michigan as deemed desirable by the Issuer.

2. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon the sale of the Bonds.

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

4. The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must carry the same interest rate. No bid/offer will be considered for a price less than 99% of the par value. The maximum true interest cost of the Bonds shall not exceed seven percent (7%) per annum.

5. Book Entry. The ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The Township Supervisor or Township Manager is hereby authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by the Township Supervisor or Township Manager, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC

(or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to be identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

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

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

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

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

7. If any Bond shall become mutilated, the Issuer, at the expense of the bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent and, if this evidence is satisfactory to both the Paying Agent and the Issuer, an indemnity satisfactory to the Paying Agent and the Issuer shall be given and the Issuer, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being §§ 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted in lieu of and in substitution for the Bond so lost, destroyed or

stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

8. The Township Supervisor and Township Clerk are hereby authorized to manually sign, or cause their facsimile signatures to be affixed to, the Bonds in conformity with the above specifications and the Township Treasurer is hereby authorized and directed to have the Paying Agent's authorized signatory manually sign the Bonds and then cause the Bonds to be delivered to the purchaser thereof upon receipt of the purchase price and accrued interest, if any.

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

9. There is hereby created a separate debt retirement fund within the DDA called "2016 Debt Retirement Fund". This fund will be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. Monies will be transferred from the DDA fund's common cash account into this debt retirement fund as needed for the debt payments. Debt Retirement Fund monies may be invested as authorized by law.

10. The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with the fiscal year 2017 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full.

11. The Township hereby pledges its limited tax full faith and credit for the prompt payment of the principal of and interest on the Bonds. If the tax increment revenues pledged by and received from the DDA are insufficient to pay the principal of and interest on the Bonds when due, the Township hereby pledges to make such payments from its general funds as a first budget obligation and is obligated, to the extent necessary, to levy ad valorem taxes on all taxable property in the Township for that purpose, subject to applicable constitutional, statutory and charter tax limitations.

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

12. All collections of principal and interest on the aforesaid tax increment revenue payments pledged by and received from the DDA shall be accounted for separately on the books of the Township and shall be held, together with any premium on the Bonds and accrued interest thereon paid on the date of delivery of the Bonds, for the sole purpose of retiring when due the principal of and interest on the Bonds. The Township shall levy annually, subject to applicable constitutional, statutory and charter tax limitations, as part of its general ad valorem taxes, such sums as may be necessary to retire when due the principal of and interest on the Bonds should

collections of the tax increment revenues from the DDA pledged for that purpose prove insufficient.

13. The Issuer estimates the period of usefulness of the Projects for which the Bonds are to be issued to be not less than thirty (30) years.

14. There is hereby created a separate cash account within the DDA fund to be designated 2016 Capital Projects to which the proceeds of the Bond issue are to be credited.

15. The Bonds shall be in substantially the form attached hereto as **Exhibit B** and made a part of this resolution by reference.

16. Fifth Third Securities, Inc. is hereby named as senior managing underwriter for the Bonds herein authorized. It is determined, based upon information provided by the Issuer's financial consulting firm and the Underwriter, to be in the best interests of the Issuer that to allow for flexibility in timing, sale and structure of the Bonds in response to changing market conditions, and due to the cost of publishing a notice of sale as provided by Act 34 being prohibitively more expensive than obtaining bids through negotiating the sale of the Bonds to a financial institution, an Authorized Officer is authorized to negotiate the sale of the Bonds to the Underwriter and to negotiate and execute a Bond Purchase Agreement with the Underwriter containing terms that are consistent with the provisions of and parameters contained in this resolution, provided that the Township receives an express written recommendation from the Township's financial consulting firm to accept the terms and conditions of the Bond Purchase Agreement.

17. If required by law, the Township Supervisor, Township Manager, or a designee thereof is hereby authorized to cause an application to be filed with the Local Audit and Finance Division of the Michigan Department of Treasury for approval to issue and sell the Bonds, in which event the Treasurer is authorized to provide the legally-mandated sum for the filing fee to accompany said application, and to take such other steps as are necessary to sell the Bonds.

18. The Township Supervisor or Township Manager, or a designee thereof, is authorized to execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in **Exhibit C** attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and hereby is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or

specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

19. The Township Manager's or the Township Supervisor's authorization to accept an offer from and, if necessary, execute a Bond Purchase Agreement with, a Purchaser is subject to the following parameters:

- a. the average true interest rate on the Bonds shall not exceed 7%;
- b. compliance with Section 5 above; and
- c. the receipt of express written recommendation of the Financial Advisor to accept the terms of the sale of the Bonds and a Bond Purchase Agreement, if any.

20. The Township Supervisor, Township Manager, Township Clerk and Township Treasurer are authorized to deem a Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1) and approve the circulation of a Preliminary Official Statement and a final Official Statement describing the Bonds.

21. The Township Supervisor, the Township Clerk, the Township Treasurer, the Township Manager and all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement, if any.

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

23. Bids/offers for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds.

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

25. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds.

26. The Township Board hereby approves the estimate of anticipated tax increment revenues to be available for the payment of principal of and interest on the Bonds as approved by the DDA's Board of Directors on May 31, 2016, and submitted to the Township Board by the

DDA, which estimate is reflected in the schedules hereto and made a part hereof as **Exhibit D** to this resolution by reference.

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

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

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Evan Hope, Township Clerk  
Charter Township of Delhi

The undersigned duly qualified and acting Township Clerk of the Charter Township of Delhi, Ingham County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Trustees at a regular meeting held on June \_\_\_\_, 2016, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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Evan Hope, Township Clerk  
Charter Township of Delhi

MDG/

## **EXHIBIT A**

- acquiring land, rights in land, buildings and real property;
- demolishing buildings and structures and making other improvements to land;
- acquiring, constructing and installing infrastructure and related improvements;
- installing and constructing street lighting improvements;
- landscaping improvements; and
- environmental cleanup and remediation

**EXHIBIT B**

[No.]

**UNITED STATES OF AMERICA**

**STATE OF MICHIGAN**

**COUNTY OF INGHAM**

**CHARTER TOWNSHIP OF DELHI**

**2016 DOWNTOWN DEVELOPMENT BOND**

**(GENERAL OBLIGATION - LIMITED TAX)**

**(FEDERALLY TAXABLE)**

<u>Rate</u> %	<u>Maturity Date</u>	<u>Date of Original Issue</u>	CUSIP No.
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on May 1, 2017, and semiannually thereafter on the first day of November and May of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of Bonds of like date and tenor, except as to and date of maturity, aggregating the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued under and in pursuance of the provisions of Act 197, Public Acts of Michigan, 1975, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and by a resolution duly adopted

by the Township Board of Trustees of the Issuer on June \_\_\_, 2016, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of \_\_\_\_\_.

The Bonds are issued in anticipation of the receipt of certain tax increment revenue payments from the Delhi Charter Township Downtown Development Authority (the "DDA"). This Bond is first payable from said tax increment revenue payments, which tax increment revenues have been pledged by the DDA to the Issuer pursuant to a resolution approved by the DDA's Board of Directors on May 31, 2016.

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

#### MANDATORY REDEMPTION

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

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

#### OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 20\_\_ through 20\_\_, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of

this issue maturing in the year 20\_\_ and thereafter, shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after November 1, 20\_\_\_\_, at par and accrued interest to the date fixed for redemption.

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

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

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

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

**IN WITNESS WHEREOF**, Charter Township of Delhi, County of Ingham, State of Michigan, by its Township Board of Trustees, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Township Supervisor and countersigned by the manual or facsimile signature of its Township Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed, as of \_\_\_\_\_, 2016, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

Countersigned:

By \_\_\_\_\_

Township Clerk

[SEAL]

By \_\_\_\_\_

Township Supervisor

-----  
ASSIGNMENT

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

Dated:

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

Signature Guaranteed:

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

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

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number

for first named transferee)

**EXHIBIT C**  
FORM OF  
CONTINUING DISCLOSURE AGREEMENT

\$ \_\_\_\_\_

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN  
2016 DOWNTOWN DEVELOPMENT REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)  
(FEDERALLY TAXABLE)

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Charter Township of Delhi, County of Ingham, State of Michigan (the "Issuer"), in connection with the issuance of \$ \_\_\_\_\_ 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax) (Federally Taxable) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Township Board of Trustees of the Issuer on June \_\_, 2016 and \_\_\_\_\_, 2016 (the "Resolutions"). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

"MSRB" shall mean the Municipal Securities Rulemaking Board.

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

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2016.

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

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

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

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

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

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

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the 180th day after the end of the fiscal year of the Issuer commencing with the fiscal year ending December 31, 20\_\_\_, to EMMA and the State Repository an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer's fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may

include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate; (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

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

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

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

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

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

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

## SECTION 5. Reporting of Significant Events.

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

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

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

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA and with the State Repository together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a

Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

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

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

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

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

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

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

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

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

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

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

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB and to the State Repository. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

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

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

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

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

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

Its: Township Manager

Dated: \_\_\_\_\_, 2016

**APPENDIX A**

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

Name of Issuer: Charter Township of Delhi, Ingham County, Michigan

Name of Bond Issue: 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax) (Federally Taxable)

Date of Bonds: \_\_\_\_\_, 2016

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

Its: Township Manager

Dated: \_\_\_\_\_, 2016

**APPENDIX B**

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

Name of Issuer: Charter Township of Delhi, Ingham County, Michigan

Name of Bond Issue: 2016 Downtown Development Refunding Bonds (General Obligation - Limited Tax) (Federally Taxable)

Date of Bonds: \_\_\_\_\_, 2016

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

Its: Township Manager

Dated: \_\_\_\_\_, 2016

## APPENDIX C

### SIGNIFICANT EVENT NOTICE COVER SHEET

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

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

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

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

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

Description of Significant Events Notice (Check One):

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

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

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

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

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

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

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

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

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

## Delhi Charter Township

## DDA Cash Flow

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Tax Revenue [1]	\$1,557,800	\$1,557,800	\$1,557,800	\$1,557,800	\$1,353,160	\$1,353,160	\$1,353,160	\$1,353,160	\$1,011,532
Less: 2003 Bonds P&I	(87,350)	(88,830)							
2008 Bonds P&I [2]	(608,760)	(617,760)							
2013 Bonds P&I	(118,810)	(116,720)	(114,630)	(112,540)	(135,450)	(132,840)	(130,230)	(127,620)	
2016 Refunding Bonds P&I [3]	(149,008)	(126,090)	(782,370)	(791,010)	(790,200)	(802,620)	(810,000)	(812,430)	
2016 Taxable Bonds P&I [4]	(99,000)	(101,825)	(100,250)	(103,675)	(101,875)	(105,075)	(108,050)	(105,800)	(138,550)
2017 Tax-Exempt Bonds P&I [5]	(56,631)	(113,263)	(113,263)	(113,263)	(138,263)	(137,450)	(136,638)	(135,825)	(370,013)
Paying Agent Fees	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Total Bond Expenses	(1,120,559)	(1,165,488)	(1,111,513)	(1,121,488)	(1,166,788)	(1,178,985)	(1,185,918)	(1,182,675)	(509,563)
Operating Expenses	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
Net Revenue	(\$62,759)	(\$107,688)	(\$53,713)	(\$63,688)	(\$313,628)	(\$325,825)	(\$332,758)	(\$329,515)	\$1,970
Fund Balance, Begin	\$1,593,832	\$1,531,073	\$1,423,385	\$1,369,673	\$1,305,985	\$992,358	\$666,533	\$333,775	\$4,260
Fund Balance, End	\$1,531,073	\$1,423,385	\$1,369,673	\$1,305,985	\$992,358	\$666,533	\$333,775	\$4,260	\$6,230

[1] Per DDA.

[2] Includes unrefunded portion.

[3] Estimated refunding bond issue of \$5,045,000 for 8 years at 2%.

[4] Estimated bond issue of \$1,500,000 for 19 years at 4.5%.

[5] Estimated bond issue of \$3,485,000 for 18 years at 3.25%.

**EXHIBIT D**

<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>
\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532	\$1,011,532
(139,725)	(140,675)	(141,400)	(141,900)	(137,175)	(137,450)	(137,500)	(137,325)	(141,925)	(141,075)
(371,563)	(367,788)	(368,850)	(364,588)	(370,163)	(375,250)	(374,850)	(374,125)	(373,075)	(371,700)
(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
(512,288)	(509,463)	(511,250)	(507,488)	(508,338)	(513,700)	(513,350)	(512,450)	(516,000)	(513,775)
(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
(\$756)	\$2,070	\$282	\$4,045	\$3,195	(\$2,168)	(\$1,818)	(\$918)	(\$4,468)	(\$2,243)
\$6,230	\$5,474	\$7,544	\$7,826	\$11,870	\$15,065	\$12,897	\$11,079	\$10,161	\$5,693
\$5,474	\$7,544	\$7,826	\$11,870	\$15,065	\$12,897	\$11,079	\$10,161	\$5,693	\$3,450

- 9) Supervisor's Report**
- 10) Treasurer's Report**
- 11) Clerk's Report**
- 12) Trustee Reports**
- 13) Manager's Report**