

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 15, 2013**

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The Delhi Charter Township Committee of the Whole met on Tuesday, January 15, 2013, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 6:30 p.m.

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

Members Absent: Trustee Megan Ketchum

Others Present: John Elsinga, Township Manager  
Lt. Eric Trojanowicz, Delhi Division, Ingham County Sheriff's Office  
Rick Royston, Fire Chief  
Sandra Diorka, Director of Public Services  
Tracy Miller, Director of Community Development  
C. Howard Haas, DDA Executive Director  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**BUSINESS**

**RESOLUTION NO. 2013-001 – 2013 CAPITAL IMPROVEMENT BONDS  
AUTHORIZING RESOLUTION – NORTH TRAIL CONNECTOR PROJECT**

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The Board reviewed a memorandum dated January 10, 2013 from Twp. Mgr. Elsinga (ATTACHMENT I).

Tom Traciak, H.J. Umbaugh & Associates, who provides financial consulting to the Township, gave an overview of the issuance of municipal bonds. Mr. Traciak will help with the structuring of the bonds and assist with the sale of the bonds.

Attorney Mike Gresens, Thrun Law Firm, introduced himself to the Board as the Township Attorney covering the legal issues in regard to this bond issue.

The bonds will be underwritten by the DDA; however, the formal process is to begin with the Board of Trustees.

Tracy Miller, Director of Community Development, stated that there are four funding sources for this project: the Michigan Department of Natural Resources (DNR) Trust Fund Grant in the amount of \$300,000; the Michigan Department of Transportation (MDOT) Grant in the amount of \$1,400,000; bond revenue from the Township and potentially some additional funding to constitute the Township's match of \$1,200,000. In order to execute the grant agreements, the Township's funding sources have to be in order. After consideration of the bond resolution, the project agreement between the DNR and the Township will be presented to the Board for consideration.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 15, 2013**

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**FIRE DEPARTMENT AMBULANCE FEES**

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The Board reviewed memorandums dated December 6, 2012 from Rick Royston, Fire Chief and December 3, 2012 from Brian Ball, Assistant Fire Chief (ATTACHMENT II).

Rick Frankfort, Medical Management Systems of Michigan (MMSM), stated that when MMSM was hired to do the billing for the Township approximately 6 months ago, his company reviewed the Township's fee schedule. Mr. Frankfort recommends that the current ambulance fees be reviewed and adjusted in accordance with the "reasonable and customary" reimbursements from the insurance companies.

Discussion was held on how the uninsured client would be handled. It was stated that currently, the client is allowed to make four monthly payments to pay off their bill. If the bill gets to the point of collection status, it is forwarded to the Township for their decision on how to further handle the collection. An optional subscription service for residents to help pay for ambulance services was discussed.

Discussion was held in regard to lowering the fee for the uninsured. Mr. Frankfort stated that reducing a fee for the uninsured could affect the relationship with insurance companies. Currently, every patient is billed the same amount and MMSM works with the uninsured individuals. In most cases the full amount is not received. Mr. Frankfort suggested having a financial policy in place that states if a patient meets certain criteria, the debt is forgiven. Mr. Frankfort further stated that Medicare requires that a reasonable attempt be made to collect the debt.

The Board concluded that they would like more information about the subscription service and options to handle the uninsured.

**AGREEMENT FOR FIRE SERVICES BETWEEN DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP**

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The Board reviewed a memorandum dated January 10, 2013 from Twp. Mgr. Elsinga (ATTACHMENT III).

Rick Royston, Fire Chief, stated that this agreement is basically a renewal of the current agreement. One change is to mutual aid compensation to the City of Mason and Meridian Township as closest available responders. Contracts still have to be finalized with the City of Mason and Meridian Township.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
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**INGHAM COUNTY SHERIFF'S OFFICE/DELHI DIVISION – DECEMBER ACTIVITY REPORT**

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Lt. Eric Trojanowicz, Ingham County Sheriff's Office/Delhi Division, reported on the highlights of the December Ingham County Sheriff's Office/Delhi Division Activity Report (ATTACHMENT IV).

**COMMUNITY DEVELOPMENT DEPARTMENT – DECEMBER ACTIVITY REPORT**

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Tracy Miller, Director of Community Development, reported on the highlights of the December Community Development Department Activity Report (ATTACHMENT V).

**FIRE DEPARTMENT – DECEMBER ACTIVITY REPORT**

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The Board reviewed the December Fire Department Activity Report (ATTACHMENT VI).

**PUBLIC COMMENT** – Mike Hamilton, 4541 Sycamore Street, spoke in regard to the proposed ambulance fee increases.

Frank Badalamente, 1900 Persimmon Path, spoke in regard to the capital improvement bonds for the North Connector Trail project.

**ADJOURNMENT**

Meeting adjourned at 7:27 p.m.

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
C.J. Davis, Supervisor

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SUBJECT TO APPROVAL

# Delhi Township Fire Department

# Memo

To: John Elsinga, Township Manager

From: Richard Royston, Chief

Date: December 6, 2012

Re: Ambulance Fees

With the addition of Medical Management Company to do our EMS billing, we now have the advantage of having people who can monitor our EMS billing rates with what is collectable among the insurance companies.

With that being the case, Medical Management has taken a look at our current billing rates and found a shortcoming in what they believe we should be billing to gain the most financially from the services that we provide.

I have attached a memo from Brian Ball, Assistant Chief, along with a suggested ambulance fee schedule that Medical Management has put together for us.

This item will be provided to the Township Board at the December 18, 2012 meeting for informational purposes only. This will give the members a chance to study the prospective changes and then I will plan on further discussion and possible action at the January 15, 2013 meeting.

Thank you for your considerations and input in this matter.

# Memo

**To:** Chief Rick Royston  
**From:** Assistant Chief Brian Ball  
**Date:** 12/3/2012  
**Re:** Medical Management Systems

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With our billing company up and running with our account they are looking at the different ways that Delhi Township can be charging and how Medical Management Systems could be billing to make both sides more efficient and to also get the most for both of our services. One of the things that they found is the rate schedule for services. Medical Management is at the pulse of what the insurance companies will reimburse for services rendered by our service. What they have found is that we are not getting the most of reimbursements for our ambulance call because our current rate is too low. I have looked at the current rate schedule we are using and the rate schedule that they recommend and see a large difference in what we would be receive in revenue. As an example, since the company started billing there was a potential of \$4477.25 in additional revenue.

Attached is the suggested rate schedule prepared by Medical Management Systems with the noted changes. I am requesting that we implement these changes to our current fee schedule for ambulance billing. I would be happy to answer any questions.

**Delhi Charter Township**  
**Suggested Ambulance Fee Schedule for 2012**

<b>CODE</b>	<b>DESCRIP- TION</b>	<b>MEDICARE PAYS</b>	<b>BCBSM PAYS</b>	<b>MEDICAID PAYS</b>	<b>CURRENT FEES</b>	<b>SUGGESTED FEES</b>	<b>CHANGE FEES TO:</b>
A0425	Mileage	\$6.86	\$11.45	\$3.27	\$10.00	\$12.00	
A0426	ALS Non- Emergent	\$249.18	\$378.95	\$191.88	\$600.00	\$750.00	
A0427	ALS Emergent	\$394.53	\$483.20	\$191.88	\$600.00	\$750.00	
A0428	BLS Non- Emergent	\$207.65	\$278.44	\$105.32	\$250.00	\$750.00	
A0429	BLS Emergent	\$332.24	\$406.90	\$105.32	\$600.00	\$750.00	
A0433	ALS 2	\$571.03	\$699.36	\$191.88	\$700.00	\$750.00	
A0420	Wait Time - 30 minutes	Not a benefit	\$54.24	Not a benefit		\$55.00	
A0422	Oxygen	Not a benefit	\$39.71	Not a benefit	\$0.00	\$40.00	
A0998	Ambulance Response and Treatment - No Transport (Assessment)	Not a benefit	\$396.37	\$105.32	\$0.00	\$600.00	

**\*\*Suggested fee's are based on using 20% above the highest paying carriers (BCBSM) published fee screen.**

\_\_\_\_\_, authorize Medical Management Systems of MI, Inc. to change my fees as listed above.

X \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE SIGNED



## Delhi Charter Township Changes in Fee Schedule

12/3/2012

EMS RUNS	1800		
BILLABLE RUNS	1400		
BCBSM MILEAGE	1400 @ 20% = 280		
	280 * 10 MILES PER RUN =		\$4,060
NON TRANSPORTS	400 * 20% THAT ARE BCBSM = 80 RUNS		
	50 RUNS @ \$396.37 =		\$20,000
PHP + BCN	5% EACH		
	1400 * 10% = 140 RUNS		
	140 @ 150 =		\$21,000

## **Current Charges per Department**

### **East Lansing**

ALS/BLS 750.00 + 12.00 per loaded mile

### **Meridian**

ALS/BLS 600.00 + 11.00 per loaded mile

### **Windsor**

750.00 + 12.00 per loaded mile

### **Lansing Township**

Ambulance with transport 750.00 + 12.00 per loaded mile

Ambulance without transport 600.00

### **Lansing Mason Ambulance**

BLS 595.00 + 12.50 per loaded mile

ALS 750.00 + 12.50 per loaded mile

Refusal 125.00

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Resolution No. 2013-001 – 2013 Capital Improvement Bonds  
Authorizing Resolution – North Trail Connector Project

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Enclosed for your review and approval is Resolution No. 2013-001, a “2013 Capital Improvement Bonds Authorizing Resolution – Charter Township of Delhi Not to Exceed \$1,200,000 2013 Capital Improvement Bonds.

During the past few years the DDA has invested over \$225,000 for engineering services to plan for and design the most feasible route for the extension of a non-motorized pathway that would connect to the City of Lansing’s River Trail. This non-motorized pathway is commonly referred to as the North Trail Connector.

As a portion of this effort we have applied for and received two very significant grants from both the Michigan Department of Natural Resources (\$300,000) and the Michigan Department of Transportation (\$1.44 million). These grant funds along with an approximate 10% contribution from the Township for the estimated \$3.3 million project require the bonding of only \$1.2 million, to be underwritten by the DDA, to finance the remainder of the project cost.

The DDA’s ability to underwrite this \$1.2 million bond issue is based upon expenditure reductions within the DDA’s FY 2013 and FY 2014 budgets. For FY 2013 the DDA reduced its financial support for services provided by the Department of Community Development from 50% to 25% or from approximately \$150,000 to \$75,000 per year. Then for FY 2014 we plan to reduce the DDA’s financial support for services provided by the Department of Public Services also by approximately \$75,000. Maintaining these reductions going forward will enable the DDA to support this \$1.2 million bond issue over the next 12 years.

Therefore, I recommend the Board adopt Resolution No. 2013-001 which authorizes the issuance of the Charter Township of Delhi 2013 Capital Improvement Bonds not to exceed \$1,200,000 for the purpose of funding the North Connector Trail.

#### **RECOMMENDED MOTION:**

**To adopt Resolution No. 2013-001 authorizing the issuance of the Charter Township of Delhi 2013 Capital Improvement Bonds not to exceed \$1,200,000 for the purpose of funding the North Trail Connector Project.**

**Resolution No. 2013 - 001**

**2013 Capital Improvement Bonds Authorizing Resolution – Charter Township of Delhi  
Not to Exceed \$1,200,000 2013 Capital Improvement Bonds**

A regular meeting of the Township Board of the Charter Township of Delhi, Ingham County, Michigan (the "Township"), was held in the Delhi Community Services Center, 2074 Aurelius Road, Holt, Michigan, in the Township, on Tuesday, the 15<sup>th</sup> day of January, 2013, at 7:30 o'clock in the evening.

Present:

Absent:

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

**WHEREAS**, the Township Board has previously reviewed and considered the acquisition and construction of certain capital improvements, including but not limited to acquiring, constructing and installing a non-motorized pathway/trail from Willoughby Road adjacent to Maple Ridge Cemetery north and easterly for approximately 2.5 miles to the intersection of Aurelius and Jolly Road, including hard surfacing, landscaping, boardwalks, bridges, railroad crossings, abutments and ancillary improvements, as well as all other necessary and related improvements, the acquisition of necessary rights in land, and engineering, bond issuance and financing costs (the "Project"), and now desires to authorize the issuance of bonds (the "Bonds") for the purpose of financing a portion of the cost of the Project; and

**WHEREAS**, the estimated cost of the Project, including contingency, legal, financing, bond issuance, administrative and engineering costs, is Three Million Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Two Dollars (\$3,299,262.00); and

**WHEREAS**, pursuant to the provisions of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (the "Act"), the Township has obtained qualified status from the Michigan Department of Treasury to issue the Bonds; and

**WHEREAS**, pursuant to Section 517 of the Act, the Township Board is authorized to issue the Bonds subject to the expiration of the referendum period of forty-five (45) days from the publication of the Notice of Intent to Issue Bonds as previously authorized by the Township Board, which referendum period has in fact expired without the filing of petitions seeking a referendum on the question of issuing bonds to finance a portion of the cost of the Project; and

**WHEREAS**, the cost of the Project is less than 5% of the state equalized value of the Township; and

**WHEREAS**, the Township Board is satisfied that the debt service on the Bonds can be defrayed within projected available funds in the Township's budget and from the general funds of the Township, as well as funds expected to be pledged to the Township by the Delhi Charter Township Downtown Development Authority (the "DDA") for the repayment of the Bonds, and that the Township Board has the authority within constitutional, statutory and charter tax rate limitations to levy sufficient taxes, if necessary, to pay the principal and interest on the Bonds authorized herein; and

**WHEREAS**, all things necessary to the authorization of said Bonds under the provisions of the Constitution and laws of the State of Michigan have been done and the Township Board is now empowered and desires to authorize the issuance of such Bonds and their delivery.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF DELHI THAT:**

Section 1. Declaration of Necessity. It is hereby determined to be necessary and advisable for the Township to acquire the Project for the use of the Township and its citizens and residents.

Section 2. Estimated Cost; Period of Usefulness. The total estimated cost of the Project, including the payment of the incidental expenses, which estimated cost is Three Million Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Two Dollars (\$3,299,262), is hereby approved and confirmed, and the estimated period of usefulness of the Project is determined to be not less than twelve (12) years.

Section 3. Authorization of Bonds. For the purpose of paying a portion of the cost of acquiring and constructing the Project, including the payment of engineers' fees, legal fees, financing costs, and contingencies, there shall be borrowed the sum of not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000), and that, in evidence thereof, there be issued the full faith and credit general obligation-limited tax, negotiable Bonds of the Township in the principal amount of not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000), the balance of the Township's portion of the Project costs to be paid from certain grant funds to be received by the Township and/or DDA, and, if necessary, funds on hand and available for that purpose.

Section 4. Bond Data. Said Bonds shall be designated 2013 CAPITAL IMPROVEMENT BONDS (GENERAL OBLIGATION-LIMITED TAX), shall be dated May 1, 2013, or date of delivery, shall be in a denomination or denominations of multiples of \$5,000 each and shall be numbered from 1 upwards.

The Bonds are to be registered to as principal and interest on the books kept by the Township, or its successor bank or trust company authorized under Michigan law to act as paying agent/registrar, for that purpose and shall be payable as to principal and interest to the registered holder at the registered address.

The Bonds will bear interest not exceeding six percent (6%) per annum, to be payable on May 1, 2014, and semiannually thereafter on November 1 and May 1 of each year until payment of the principal amount of such Bonds, which shall mature on November 1 of each year as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$100,000	2020	\$100,000
2015	100,000	2021	125,000
2016	100,000	2022	125,000
2017	100,000	2023	125,000
2018	100,000	2024	125,000
2019	100,000		

The Township Manager is authorized to adjust the maturity schedule and principal amounts pursuant to the recommendation of the Township's financial advisor.

Said Bonds shall be signed by the manual or facsimile signature of the Township Supervisor and countersigned by the manual or facsimile signature of the Township Clerk and shall have the corporate seal of the Township or facsimile thereof impressed thereon. The Bonds shall be held by the Township for delivery to the purchaser thereof.

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 for the Bonds will be considered for a price less than 99% of their par value.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at a bank or trust company authorized to do business in Michigan (the "Paying Agent" or "Bond Registrar"), or such successor bond registrar-paying agent as may be approved by the Township, 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 Township may designate additional co-bond registrars/paying agents within or without the State of Michigan as deemed desirable by the Township.

Mandatory Redemption - Term Bonds. The Bonds are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. However,

principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on November 1 of the year in which the Bonds are presently scheduled to mature. Each maturity of term Bonds and serial Bonds must carry the same interest rate. Any such designation must be made within twenty-four (24) hours of the Bond sale. When term Bonds are purchased by the Township 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 Township.

Optional Redemption. Bonds of this issue maturing in the years 2014 through 2020, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing on or after November 1, 2021, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, at par and accrued interest to the date fixed for redemption; no premium.

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

Book Entry. If requested by the 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 book entry form only, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the Township, the Paying Agent 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 is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Township Manager, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the Township. In the event the Township determines that the continuation of the system of book entry only transfers through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Township, the Township will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of bond certificates. In such event, the Township 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 interests 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.

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 Township 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 Township; 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.

If any Bond shall become mutilated, the Township, 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 Township, an indemnity satisfactory to the Paying Agent and the Township shall be given and the Township, 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.

Section 5. Execution of Bonds. The Township Supervisor and Township Clerk are hereby authorized and directed to execute said Bonds when issued and sold for and on behalf of the Township and affix the seal of the Township thereto. Upon the execution of said Bonds the same shall be delivered to the Township Manager or such other officer as shall be designated by the Township, who is hereby authorized and directed to deliver said Bonds to the purchaser thereof, as hereafter determined by the Township, upon receipt of the purchase price therefor.

Section 6. Security for Bonds; Lien. The Bonds shall be issued in anticipation of and payable by the Township as a first budget obligation from the general revenues of the Township, for the payment of which the Township has pledged its limited tax full faith and credit pursuant to the provisions of the Act, and as further described in the form of the Bonds which is included in Section 10 of this resolution. The Township further covenants and agrees that each year it will provide sufficient funds in its budget to pay such Bonds, and further that it will, if necessary, levy ad valorem taxes upon all taxable property within its boundaries in amounts which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay the debt service becoming due before the time of the following year's tax collections. Such taxes, however, must be levied by the Township within existing constitutional, statutory, and charter tax rate limitations. If at the time of making any annual tax levy there shall be funds on hand earmarked and set aside for the payment of said Bonds becoming due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

Section 7. Acquisition Funds. There shall be established and maintained an account in a bank or trust company to be named by the Township, designated 2013 CAPITAL PROJECT FUND (the "Project Fund"). All moneys received from the sale of the Bonds, except any accrued interest and premium, shall be deposited in the Project Fund to be used solely to defray the cost of acquiring, constructing and equipping of the Project, including any engineering, legal, architectural and expenses incident thereto.

Section 8. Bond and Interest Redemption Fund. There is hereby created a separate depository account to be kept in a bank located in the State of Michigan, and insured by the Federal Deposit Insurance Corporation, to be designated 2013 CAPITAL PROJECT GENERAL OBLIGATION LIMITED TAX DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. DEBT RETIREMENT FUND monies may be invested as authorized by law.

Section 9. Additional Bonds. Nothing contained in this Resolution shall be construed to prevent the Township from issuing additional bonds pursuant to the Act, or any other authority, to finance the construction of additions to the Project or any new capital improvements or projects within the scope of its corporate powers.

Section 10. Bond Form. The form and tenor of said bonds shall be substantially as follows:

[No.]  
**UNITED STATES OF AMERICA**  
**STATE OF MICHIGAN**  
**COUNTY OF INGHAM**  
**CHARTER TOWNSHIP OF DELHI**  
**2013 CAPITAL IMPROVEMENT BOND**  
**(GENERAL OBLIGATION-LIMITED TAX)**

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

REGISTERED OWNER:  
 PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Township"), 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 \_\_\_\_\_ 1, 2014, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ corporate trust office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books

of the Township kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Township 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.

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, 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.

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 One Million Two Hundred Thousand Dollars (\$1,200,000) issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and by resolutions duly adopted by the Township Board of the Township on January \_\_, 2013 and \_\_\_\_\_, 2013, for the purpose of authorizing the issuance of the Bonds by the Township.

The series of Bonds of which this is one is issued for the purpose of acquiring, constructing and installing certain non-motorized pathway/trail improvements in the Township.

#### OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2014 through 2020, 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 2021 and thereafter, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, 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 Township. Upon presentation and surrender of such Bonds at the principal 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 Township kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

IN WITNESS WHEREOF, the Charter Township of Delhi, County of Ingham, State of Michigan, has caused this Bond to be signed by the manual or facsimile signature of the Township Supervisor and countersigned by the manual or facsimile signature of the Township Clerk and the seal of the Township or a facsimile thereof to be impressed hereon, as of \_\_\_\_\_, 2013, 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

(SEAL)

Countersigned

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

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

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

\_\_\_\_\_  
\_\_\_\_\_, MICHIGAN  
PAYING AGENT

By  
Authorized Signatory

-----  
ASSIGNMENT

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

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

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

Signature Guaranteed:

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

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

Name and Address:

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Section 11. Negotiated Sale. The Township Board hereby determines that the process of soliciting bids for the Bonds by publishing a Notice of Sale in a publication as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than the process of obtaining bids through the distribution of a solicitation for bids or by negotiating the sale of the Bonds with a financial institution, and that such a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions. The Township Board hereby authorizes an Authorized Officer (defined below) to determine whether to solicit bids for the Bonds from banks and other financial institutions using the Solicitation for Bids form in substantially the form as attached hereto as Exhibit A, or negotiate the sale of the Bonds to a local bank or financial institution if an Authorized Officer determines that such a procedure is in the best interests of the Township.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this resolution. Section headings are inserted for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 13. Opinion. Bids 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.

Section 14. Tax Covenant. The Township Board hereby designates 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. In making said designation, the Township determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Township or entities which issue obligations on behalf of the Township during calendar year 2013 will not exceed \$10,000,000. The Township 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.

Section 15. Delegation of Authority. The Township Supervisor, Township Manager, Township Clerk, and/or Township Treasurer (each an "Authorized Officer") are further authorized to:

A. approve the sale of the Bonds by entering into a bond purchase/placement agreement with a bond purchaser, or by executing a sale order approving the sale of the Bonds, if the proposed terms of the sale of the Bonds are within the parameters established by this resolution and if the Authorized Officer is in receipt of the express written recommendation of the Township's financial consulting firm identified below to accept the proposed terms of the sale of the Bonds.

B. make application for municipal bond insurance if the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance, if purchased, shall be paid by the Township from Bond proceeds.

C. execute and deliver the Continuing Disclosure Agreement (the "Agreement"). When the Agreement is executed and delivered on behalf of the Township as herein provided, the Agreement will be binding on the Township and the officers, employees and agents of the Township, and the officers, employees and agents of the Township 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 Township, and shall be available for public inspection at the office of the Township. 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 Township to comply with its obligations under the Agreement.

D. if necessary, approve the circulation of a Preliminary Official Statement describing the Bonds, deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1), or, in the alternative, a Private Placement Memorandum related to the Bonds.

E. if necessary, appoint a paying agent for the Bonds.

F. take all other actions necessary and convenient to facilitate sale and delivery of the Bonds.

Section 16. Financial Consultant. The financial consulting firm of H.J. Umbaugh & Associates is hereby appointed as financial consultants to the Township with reference to the issuance of the Bonds herein authorized.

Section 17. Reimbursement. The advance payment for the Project is hereby approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Township shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

A. the date that is eighteen (18) months after the expenses are paid, or

B. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

Section 18. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Absent:

Resolution declared adopted.

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Evan Hope, Township Clerk  
Charter Township of Delhi

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Delhi, Ingham County, Michigan, at a regular meeting held on January 15, 2013, the original of which is a part of the Township Board's minutes and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan 1976, as amended.

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Evan Hope, Township Clerk  
Charter Township of Delhi

MDG/

**EXHIBIT "A"**

**OFFICIAL NOTICE OF SALE/SOLICITATION FOR BIDS**

**\$1,200,000**

**CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN**

**2013 CAPITAL IMPROVEMENT BONDS  
(GENERAL OBLIGATION-LIMITED TAX)**

**BIDS** for the purchase of the above bonds will be received by the undersigned at the \_\_\_\_\_, \_\_\_\_\_, Michigan on Tuesday, the \_\_\_\_ day of \_\_\_\_\_, 2013, until \_\_\_\_\_ o'clock, \_\_\_\_\_, Eastern Time, at which time and place said bids will be publicly opened and read. BIDS will also be received on the same date and the same hour by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where the bids will simultaneously be opened and read. Bidders may choose either location to present bids and good faith checks, but not at both locations. Bids will be awarded by \_\_\_\_\_ the same day.

**ELECTRONIC BIDS** may be presented via PARITY on the date and at the time shown above provided that such bidders must also use the financial surety bond as bid security as further provided herein. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 849-5021.

**FAXED BIDS:** Bidders may submit signed bids via facsimile transmission to the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0943 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0420. Bidders submitting bids by fax must satisfy the requirements of the Good Faith Deposit obligations described herein.

**BOND DETAILS:** Said bonds will be registered bonds, of the denomination of \$5,000 each or multiples thereof, dated May 1, 2013, or date of delivery, numbered in order of authentication from 1 upwards and will bear interest from their date payable on May 1, 2014, and semiannually thereafter.

Said bonds will mature on the 1st day of November as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$100,000	2020	\$100,000
2015	100,000	2021	125,000
2016	100,000	2022	125,000
2017	100,000	2023	125,000
2018	100,000	2024	125,000
2019	100,000		

**TERM BOND OPTION:** Bidders shall have the option of designating bonds maturing in the years 2014 through 2024, inclusive, as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2014 through 2024, inclusive, represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule for the years 2014 through 2024, inclusive, shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. A term bond may consist of bonds that are subject to optional redemption, or bonds that are not subject to optional redemption, but not both. Any such designation must be made within twenty-four (24) hours of the Bond sale.

**DTC BOOK-ENTRY-ONLY:** If requested by the initial purchaser, the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

**BOND REGISTRAR AND PAYING AGENT:** Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the "Bond Registrar" or "Paying Agent"), or such other Bond Registrar as the Township may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Bond Registrar. Interest shall be paid by check mailed to the owner as shown by the registration books of the Township as of the close of business on the 15th day of the month preceding any interest payment date. The Bonds will be transferable only upon the registration books of the Township kept by the Bond Registrar.

**PRIOR REDEMPTION:**

A. Mandatory Redemption.

Principal designated by the original Purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. 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.

B. Optional Redemption.

Bonds of this issue maturing in the years 2014 through 2020, 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 2021 and thereafter, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, 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.

**INTEREST RATE AND BIDDING DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding six percent (6.0%) per annum, to be fixed by the bids thereof. The interest on any one Bond shall be at one rate only, all Bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the Bonds or at a price less than 99% of their par value will be considered.

**PURPOSE AND SECURITY:** The Bonds are issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution of the Township Board adopted January 15, 2013, authorizing the issuance of the Bonds for the purpose of acquiring, constructing and installing certain non-motorized pathway/trail improvements in the Township. The bonds are limited tax general obligations of the Township, are a first budget obligation of the Township payable from general funds or taxes levied within appropriate constitutional, statutory, and charter tax rate limitations.

The rights or remedies of bond holders may be affected by bankruptcy laws or other creditor's rights legislation now existing or hereafter enacted.

**GOOD FAITH:** A cashier's check in the amount of \$\_\_\_\_\_ may be submitted contemporaneously with the bid or, in the alternative, a deposit in the amount of \$\_\_\_\_\_ shall be made by the winning bidder by federal wire transfer as directed by H.J. Umbaugh & Associates, to be received by the Issuer not later than noon, prevailing Eastern Time, on the

next business day following the award as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. Any award made to the low bidder is conditional upon receipt of the good faith deposit. The good faith deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Bonds shall be made at the closing. Good faith checks of unsuccessful bidders will be returned by overnight delivery for next day receipt sent not later than the first business day following the sale.

**AWARD OF BONDS:** The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from \_\_\_\_\_, 2013.

**LEGAL OPINION:** Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**DELIVERY OF BONDS:** The Township will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at a place to be designated by 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. If the bonds are not tendered for delivery by twelve o'clock, noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any day thereafter until delivery of the bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned, in which event the Township shall promptly return the good faith deposit. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the purchaser furnishes the Bond Registrar with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the purchaser.

**TAX MATTERS:** In the opinion of bond counsel, assuming continued compliance by the Township with certain requirements of the Internal Revenue Code of 1986, (the "Code") interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan except estate and inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Township has designated the Bonds as "**QUALIFIED TAX-EXEMPT OBLIGATIONS**" within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

**OFFICIAL STATEMENT:** Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the successful bidder with a reasonable number of final Official Statements. Such final Official Statements may be obtained without cost to the successful bidder from the financial consultant as set forth herein. The successful bidder agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within 24 hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the successful bidder at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**CONTINUING DISCLOSURE:** As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to the 180th day after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 2012, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

**CERTIFICATE REGARDING "ISSUE PRICE":** The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. In addition, if the successful bidder will obtain a municipal bond

insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**CUSIP** numbers will be imprinted on the Bonds at the expense of the Issuer. An improperly imprinted number or failure to print CUSIP numbers shall not constitute basis for the Purchaser to refuse to accept delivery of the Bonds. The Purchaser shall be responsible for requesting assignment of numbers and for the payment of any charges for the assignment of numbers. If the Purchaser requires CUSIP numbers on the Bonds, the Purchaser shall request assignment of CUSIP numbers for the Bonds and provide the numbers to H.J. Umbaugh & Associates and Thrun Law Firm, P.C., within forty-eight (48) hours of the bond sale.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**

**ENVELOPES** containing the bids should be plainly marked "Proposal for Charter Township of Delhi 2013 Capital Improvement Bonds".

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Township Clerk

DELHI CHARTER TOWNSHIP

**M E M O R A N D U M**

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Agreement for Fire Services between Delhi Charter Township and Alaiedon Township

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Enclosed for the Township Board's review and approval is the renewal for the "Agreement for Fire Services Between Delhi Charter Township and Alaiedon Township," effective January 1, 2013 through December 31, 2013.

The standby and administrative fees have been updated to reflect the current replacement value of Delhi Township's fire apparatus, along with the 15-year depreciation value, and the percentage of total run volumes of both Delhi and Alaiedon Township.

All fire and rescue calls will remain \$600/call along with \$400/hour for each hour after the initial hour. Cancelled calls, and inspection and site plan review charges will also remain at cost plus 15%.

We modified paragraph B4 to incorporate our common goal "to provide Alaiedon Township with the most responsive fire service available" which enables us to use both Meridian Township and Mason fire departments to become the first responders in areas 1 and 3 respectively.

The Alaiedon Township Board will be acting on this Agreement at their meeting on January 14<sup>th</sup>; therefore, I recommend the Board approve the same.

**RECOMMENDED MOTION:**

**To approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2013 through December 31, 2013.**

**AGREEMENT FOR FIRE SERVICES BETWEEN  
DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and Alaiedon Township, whose address is 2021 W. Holt Road, Mason, Michigan 48854 (hereinafter referred to as "Alaiedon").

WITNESSETH:

WHEREAS, pursuant to PA 1951 No.33, MCL 41.801; MSA 5.2640(1), the parties have agreed that Delhi shall provide, and Alaiedon shall receive, fire protection services; and

WHEREAS, the parties desire to set forth in this Agreement the terms under which such services will be rendered;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ***Fire Protection and Rescue Service.*** Delhi will furnish to Alaiedon, upon the request of its residents or its officers, fire protection and rescue services for the protection of persons and property, within Alaiedon Township, Ingham County, Michigan. Delhi will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Delhi Charter Township officers.

2. ***Compensation.*** Compensation to Delhi for each category of service shall be paid by Alaiedon as follows:

A. ***Standby and Administrative Fee.*** A standby and administrative fee shall be paid by Alaiedon to Delhi during the term of this Agreement in the amount of Thirty One Thousand thirty eight and 50/100 dollars (\$31,038.50) (Exhibit A). Payment shall be made in equal monthly installments of Two Thousand Five Hundred Eighty Six and 54/100 Dollars (\$2,586.54), commencing on the first day of January, 2013 and continuing on the first day of each month thereafter until this Agreement shall expire.

1. **Standby Fee Formula.**  $SV \div D = A \times V = \text{Standby Fee}$ .  
 Where  $SV$  = the current rolling stock replacement value:  
 $D$  = Annual depreciation over 15 years  
 $A$  = Annual depreciation amount  
 $V$  = Alaiedon Township percent of total run volume (Delhi + Alaiedon) average over the immediately preceding three (3) years.

Therefore, the standby fee set forth above is calculated:  $\$2,699,000 \div 15 = \$179,933.33 \times 15\% = \text{the standby fee of } \$26,990$ .

2. **Administrative Fee** =  $\$26,990 \times 15\% = \text{total administrative fee of } \$4,048.50$ .

Total Standby and Administrative Fee:  $\$26,990 + \$4,048.50 = \$31,038.50$ .

**B. Fire Run Charge.**

1. **All Fire and Rescue Calls:** \$600 per call
2. **All Additional Hours after the 1<sup>st</sup> hour:** \$400 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call. Additional hours shall be measured in quarter hour increments.
3. **Cancelled Calls:** Services wherein calls are cancelled before any units leave the station will be charged at the rate of actual cost plus fifteen percent (15%).
4. **Mutual Aid Compensation:** A goal of Delhi Township is to provide Alaiedon Township with the most responsive fire service available. To that end, Delhi Township may enter into formal agreements with Meridian Township and the City of Mason to become first responders within certain designated areas of Alaiedon Township (see Appendix B). Any costs incurred by Delhi Township for aid in Alaiedon Township will be reimbursed by Alaiedon Township according to the compensation charges defined in paragraph 2 of this Agreement.

- C. **Inspection and Site Plan Review.** Services for inspection and site plan review will be charged at the rate of actual cost plus fifteen percent (15%).

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Liaison Committee.** Each party shall select two (2) representatives to serve as members of the Delhi-Alaiedon Fire Services Liaison Committee, with the Delhi Charter Township Fire Chief sitting *ex officio*. The Committee shall meet as its members shall deem necessary, but not less frequently than annually, to review issues arising out of the fire protection services provided in accordance with this Agreement, and shall, if necessary, make recommendations to and advise the respective Township Boards regarding such issues.

4. **Ordinance Compatibility.** Alaiedon agrees to adopt the 2006 Edition of the International Fire Code during the term of this Agreement in order that inspection and enforcement activities carried out by Delhi Charter Township within Alaiedon shall be compatible and shall authorize such activities by Delhi Charter Township personnel within Alaiedon Township. Alaiedon further agrees to adopt an Ordinance requiring installation of a "Knox" key box on all commercial properties and shall require all commercial and multi-family residential site plans submitted hereafter to be forwarded to the Delhi Charter Township for its review. It is understood, however, that such site plan review shall be limited to matters pertaining to fire safety and International Fire Code compliance.

5. **Permits.** Persons seeking permits for various burning activities within Alaiedon Township shall apply for same at the Alaiedon Township Hall. Alaiedon shall forward a complete listing of active permits via facsimile or email daily to the Delhi Charter Township Fire Department for record keeping and advice, if necessary.

6. **Employee Protection.** Delhi shall maintain all required insurance coverage pertaining to its fire fighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing fire fighting services to Alaiedon Township required herein.

7. **Non-Discrimination.** The parties agree that neither shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion,

national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract.

8. **Joint Draftsmanship.** This Agreement shall be construed as having been drafted jointly by the parties.

9. **Term.** This contract and the obligations hereunder shall commence at 12:01 a.m. January 1, 2013 and expire at midnight December 31, 2013. This Agreement may be renewed, extended, or modified upon the mutual consent of the parties.

The persons executing this Agreement on behalf of the respective Townships warrant that they have been authorized to do so on behalf of said Townships and to bind the Townships to the terms hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written.

**THE TOWNSHIP OF ALAIEDON**

By: \_\_\_\_\_  
**Steven Lott**  
Its: Supervisor

By: \_\_\_\_\_  
**David Leonard**  
Its: Clerk

And.

**THE CHARTER TOWNSHIP OF DELHI**

By: \_\_\_\_\_  
**C.J. Davis**  
Its: Supervisor

By: \_\_\_\_\_  
**Evan Hope**  
Its: Clerk

**EXHIBIT A**

AGREEMENT FOR FIRE SERVICES  
 BETWEEN  
 DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP  
 December 31, 2012

Replacement value of Delhi Township's fire apparatus fleet for 2012:

<u>Year</u>	<u>Description</u>	<u>Replacement Value</u>
1994	1250 gpm Pierce Pumper	\$480,000
1995	Ford F-150 Pickup	\$ 35,000
1999	Freightliner / CSI Tanker	\$150,000
2000	Ford F-350 CAFS Grass Truck	\$ 70,000
2002	Chevy Tahoe Command Car	\$ 50,000
2003	Pierce – 75 foot Quint	\$800,000
2004	Dodge Durango Command	\$ 32,000
2004	Dodge Durango FM Car	\$ 32,000
2006	Ford Expedition Chief Car	\$ 40,000
2006	Ford Type III Ambulance	\$120,000
2008	Pierce Rescue/Pumper	\$650,000
2008	Ford Type III Ambulance	\$120,000
2010	Ford Type III Ambulance	\$120,000
	13 Total Units	\$ 2,699,000

Rolling stock of \$2,699,000 divided by 15 year depreciation = \$179,933.33

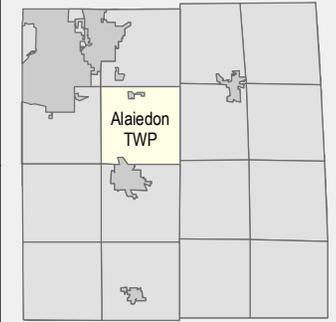
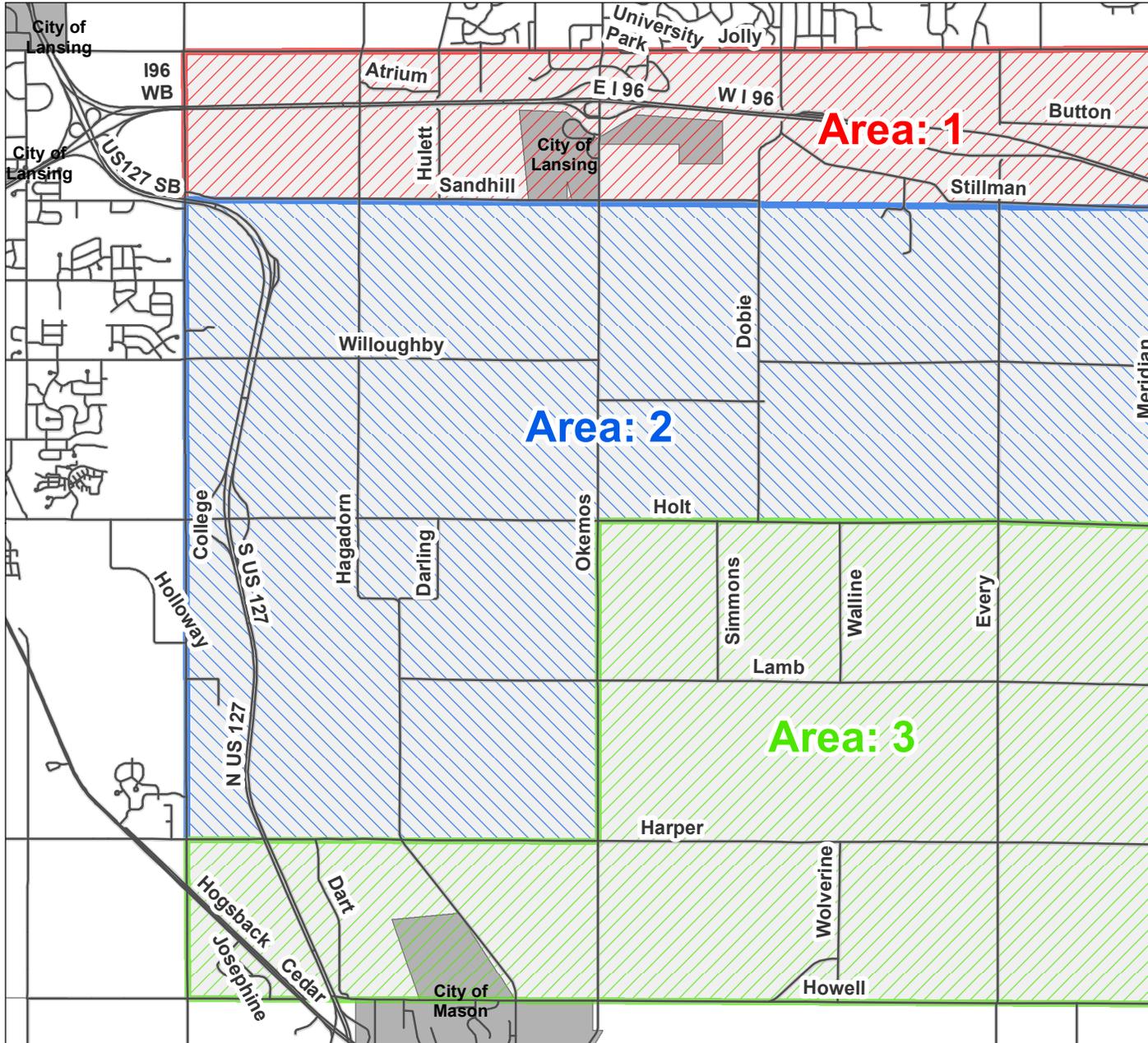
Run Volume: <u>Year</u>	<u>Delhi Twp.**</u>	<u>Alaiedon Twp.</u>	<u>Total Runs</u>
2009	392	56	392
2010	439	57	439
2011	384	67	384
Total	1,215	180	1,215
Average	405	60	405

\*\* Numbers include Alaiedon Township calls.

**V= 15 % of total run volume**

# Alaiedon Township

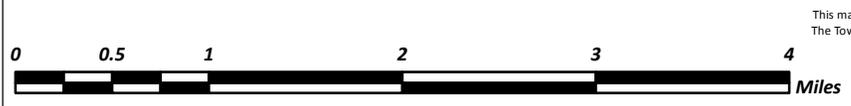
# Fire Service Areas



**Legend**

- Cities
- Fire Areas**
- Area, MUNI**
- ▨ 1, Meridian Township
- ▨ 2, Dehi Township Fire
- ▨ 3, Mason Fire

1 inch = 5,208.3 feet



This map is intended for use as generalized township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the use of this product.

Map Source: Delhi Charter Township  
Map Printed: Friday, November 30, 2012



Notes:

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



## Gene L. Wriggelsworth

Sheriff

Allan C. Spyke  
Undersheriff

630 North Cedar Street  
Mason, MI 48854  
(517) 676-2431  
FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Delhi Township Board of Trustee's

**FROM:** Lieutenant Eric Trojanowicz

**DATE:** January 2, 2013

**RE:** December 2012 Monthly Report

**HIGHLIGHTED CASES AND INCIDENTS:**

- 12/01/2012 Deputy Narlock is investigating a breaking and entering complaint at 1380 N. Cedar St. (Total Firearms). The unknown suspect(s) gained entry into the building via the north overhead garage door by cutting a hole in the door. Once inside the business, the suspect(s) stole 5 Ruger Handguns and 2 Browning Handguns. The suspect(s) were captured on video surveillance. The investigation is on – going.
- 12/03/2012 Deputy Matusko initiated a traffic stop on a vehicle at Cedar St. and Aurelius Rd. for a traffic violation. The driver of the vehicle had a warrant out of the Lansing Police Department. The driver was turned over to the Lansing Police Department.
- 12/03/2012 Deputy Ward investigated a domestic assault in the 4400 block of Stonehurst. The suspect was arrested and lodged at the Ingham County Jail.
- 12/04/2012 Deputy Richards is investigating a larceny complaint at 2040 Aurelius Rd. (Dollar General). The suspect, who has been identified, stole shelving units. The shelving units were recovered and charges are being sought through the Ingham County Prosecutor's Office on the suspect.
- 12/05/2012 Deputy Hull is investigating possession of marijuana complaint and a concealed weapon complaint (knife) at 1784 N. Aurelius Rd. (Holt Junior High School). Charges are being sought through Ingham County Sheriff's Office on the suspect.

- 12/05/2012 Deputy Jason Kuch is investigating an aggravated assault complaint that took place in the 2300 block of Wemple. The victim was kicked in the head by the suspect. The victim was transported to Sparrow Hospital and it was determined that because of the assault the victim ruptured a cyst on the brain. Charges are being sought through the Ingham County Prosecutor's Office on the suspect.
- 12/05/2012 Deputy Doerr assisted Delhi Fire Department with a structure fire at 2470 Cedar St. (Rocky's Roadhouse). The fire was determined to be arson. Unknown suspect(s) at this time.
- 12/07/2012 Deputy Torok initiated a traffic stop for a traffic violation at Willoughby and Bickett. The driver of the vehicle had a warrant out of the Ingham County Sheriff's Office. The driver was placed under arrest and subsequently searched. Deputy Torok located meth on the driver of the vehicle. The driver was lodged at the Ingham County Jail and charges are being sought through the Ingham County Prosecutor's Office for possession of meth.
- 12/09/12 Deputy Narlock is investigating a malicious destruction of property complaint in the 4000 block of Holt Rd. An unknown suspect(s) threw a pipe wrench through the victim's bedroom window. The investigation is on – going.
- 12/09/2012 Deputy Jason Kuch initiated a traffic stop on a vehicle for a traffic violation at Cedar St. and Delhi Commerce Dr. The passenger in the vehicle had three warrants for his arrest. The passenger in the vehicle was arrested and lodged at the Ingham County Jail.
- 12/10/2012 Sergeant Flint initiated a traffic stop on a vehicle for a traffic violation at Holt Rd. and Thorburn. Sergeant Flint could smell the odor of fresh marijuana coming from the vehicle when he approached the vehicle. The vehicle was searched and marijuana was seized. Charges are being sought through the Ingham County Prosecutor's Office.
- 12/10/2012 Sergeant Flint is investigating an attempt home invasion in the 5800 block of Horstmeyer. Unknown suspect(s) kicked in the front door of the residence while the residents were sleeping. It appears the suspect(s) did not gain entry into the residence. Sergeant Flint processed the scene.
- 12/10/2012 Deputy Huhn checked a suspicious person in the parking lot of Quality Dairy on Jolly Rd. The suspicious person had a warrant out of Michigan State University Police and a warrant out of the Michigan State Police. The person was arrested and turned over to the Michigan State University Police.
- 12/11/2012 Deputy Ward initiated a traffic stop on a vehicle for a traffic violation at Aurelius Rd. and Miller Rd. A passenger in the vehicle had two warrants out of the Eaton County Sheriff's Office and was also found to be in possession of marijuana. The passenger was arrested and turned over to the Eaton County Sheriff's Office. Charges are being sought through the Ingham County Prosecutor's Office for the possession of marijuana.
- 12/11/2012 Deputy Ward initiated a traffic stop for a traffic violation at Aurelius Rd. and Miller Rd. Two

passengers in the vehicle had warrants for their arrest out of the Ingham County Sheriff's Office. Both passengers were arrested and lodged at the Ingham County Jail.

- 12/12/2012 Deputy Ward initiated a traffic stop for a traffic violation at Aurelius Rd. and Miller Rd. A passenger in the vehicle had three warrants for his arrest out of the Shiawassee County Sheriff's Office. The passenger was placed under arrest and turned over to the Shiawassee County Sheriff's Office.
- 12/12/2012 Deputy Kindervater assisted the Michigan Department of Corrections in the 4400 block of Keller Rd. with a home visit. A subject at that address was arrested for a parole violation. The subject was lodged at the Ingham County Jail.
- 12/12/2012 Deputy Kindervater assisted the Michigan Department of Corrections in the 4000 block of Holt Rd. with a home visit. A subject at that address was arrested for a parole violation. The subject was lodged at the Ingham County Jail.
- 12/13/2012 Deputy Huhn initiated a traffic stop for a traffic violation at Cedar St. and Willoughby Rd. The passenger in the vehicle had a warrant for her arrest out of the Ingham County Sheriff's Office and the Lansing Police Department. The passenger was placed under arrest and lodged at the Ingham County Jail.
- 12/16/2012 Sergeant Flint initiated a traffic stop for a traffic violation at Bishop Rd. and M – 99. The driver of the vehicle was intoxicated and was arrested for operating while intoxicated 2<sup>nd</sup> offense. The driver was lodged at the Ingham County Jail.
- 12/16/2012 Deputy McElmurray initiated a traffic stop for a traffic violation at Krental St. and Wemple St. The driver of the vehicle was intoxicated and was driving on a suspended license. The driver of the vehicle was arrested for operating while intoxicated 3<sup>rd</sup> offense and driving on a suspended license. The driver was lodged at the Ingham County Jail.
- 12/16/2012 Deputy Matusko initiated a traffic stop for a traffic violation at Cedar St. and Edgar Rd. The driver of the vehicle had four warrants for his arrest out of the Ingham County Sheriff's Office. The driver also was in possession of three hypodermic needles and a bag of meth. The driver was lodged at the Ingham County Jail.
- 12/16/2012 Deputy McElmurray initiated a traffic stop at Willoughby Rd. and Gunn Rd. for a traffic violation. The passenger in the vehicle had two warrants for their arrest out of the Eaton County Sheriff's Office. The passenger was turned over to the Eaton County Sheriff's Office.
- 12/17/2012 Deputy Torok is investigating an embezzlement complaint at 1850 N. Cedar St. (Taco E Mas). An unknown employee embezzled money from the business. The investigation is on – going.
- 12/17/2012 Deputy Torok initiated a traffic stop for a traffic violation at Holiday and Manor. The back seat passenger had a warrant for her arrest out of the Clinton County Sheriff's Office. She was turned over to the Clinton County Sheriff's Office.

- 12/18/2012 Deputy Torok and Deputy Leiter stopped a vehicle for a traffic violation at Cedar St. and Willoughby Rd. for a traffic violation. A passenger in the vehicle had two warrants for his arrest out of the Ingham County Sheriff's Office. The passenger in the vehicle was lodged at the Ingham County Jail.
- 12/18/2012 Deputy Ward is investigating a malicious destruction of property complaint at 1784 N. Aurelius Rd. (Holt Junior High School). Unknown suspect(s) kicked in the door to the concession stand and a glass cooler door was broken. The investigation is on – going.
- 12/19/2012 Deputy Narlock investigated a domestic assault in the 4000 block of Holt Rd. The victim was assaulted by a known suspect. The suspect was arrested for domestic assault and lodged at the Ingham County Jail.
- 12/19/2012 Deputy Bowden is investigating a larceny from vehicle complaint at 2214 Depot St. (Custom Electric). Two company vehicles were broken into by unknown suspect(s) and stolen were tools, GPS, and a car stereo.
- 12/19/2012 Deputy Huhn investigated a weapons complaint in the 4100 block of Watson Ave. The suspect threatened to shoot the suspect. The suspect was arrested for a violation of a personal protection order and concealed weapon violation. The suspect was lodged at the Ingham County Jail.
- 12/19/2012 Deputy Ward initiated a traffic stop for a traffic violation at Jolly Rd. and Dunckel Rd. The passenger in the vehicle had two warrants out of the Lansing Police Department, one warrant out of the Midland Police Department, and one warrant out of Fraser Police Department. The passenger in the vehicle was turned over to the Lansing Police Department.
- 12/21/2012 Deputy McElmurray and Deputy Leiter investigated a domestic situation in the 4400 block of Harding Ave. Upon further investigation it was determined that there was marijuana in the residence. A suspect at the residence was arrested for possession with intent to deliver marijuana and he was lodged at the Ingham County Jail.
- 12/22/2012 Deputy Jason Kuch investigated a vehicle parked in the roadway at Cedar St. and Harper Rd. The driver of the vehicle was found to be intoxicated. The driver of the vehicle was arrested for operating a vehicle while intoxicated and she was lodged at the Ingham County Jail.
- 12/26/2012 Deputy Jason Kuch initiated a traffic stop on a vehicle for a traffic violation at Eaton Rapids Rd. and I – 96. The driver of the vehicle had two warrants for his arrest out of the Eaton County Sheriff's Office. The driver was turned over to the Eaton County Sheriff's Office.
- 12/26/2012 Deputy Matusko investigated a felonious assault complaint in the 1300 block of Hapsburg. The victim was strangled by the suspect and the suspect threatened her with a knife. The suspect was arrested and lodged at the Ingham County Jail.
- 12/28/2012 Deputy Narlock investigated a domestic assault in the 2400 block of Aurelius Rd. The female victim was assaulted by her husband. The suspect husband was arrested for domestic assault and lodged at the Ingham County Jail.

- 12/30/2012 Sergeant Weiss initiated a traffic stop at Aurelius Rd. and Jolly Rd. for a traffic violation. The driver of the vehicle was arrested for possession of marijuana with the intent to deliver and carrying a concealed weapon. The driver was lodged at the Ingham County Jail.
- 12/30/2012 Deputy Jason Kuch is investigating an attempt breaking and entering in the 3900 block of Patient Care Dr. The unknown suspect(s) attempted to force open a window to the pharmacy but due to the metal bars installed on the inside of the building the suspect(s) could not gain entry. The investigation is on – going.
- 12/30/2012 Deputy Huhn is investigating a robbery in the 2400 block of Aurelius Rd. A pizza driver for Jets Pizza was robbed by an unknown suspect. A gun was indicated by the victim did not see a gun. A canine track was unsuccessful in tracking the suspect.

**STATISTICS:**

During the month of December, Deputies responded to 357 calls for service (written/blotter complaints). They made 114 arrests of which 62 were self – initiated arrests. Deputies issued 188 citations. Deputies conducted 371 business/property checks, 33 liquor inspections, and spent 189.0 hours in Community Policing. Deputies participated in 137.6 hours of training.

**Calls for Service**

	<b>2010</b>	<b>2011</b>	<b>2012</b>
December	462	447	357
Year to Date	6265	6083	5148

**Total Arrests**

	<b>2010</b>	<b>2011</b>	<b>2012</b>
December	83	121	114
Year to Date	1197	1123	1162

**Total Self – Initiated Arrests**

	<b>2010</b>	<b>2011</b>	<b>2012</b>
December	65	109	62

Year to Date	994	896	658
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**Citations Issued**

	<b>2010</b>	<b>2011</b>	<b>2012</b>
December	101	219	188
Year to Date	2299	2218	2382

COUNTY of INGHAM

State of Michigan

SHERIFF'S OFFICE



Gene L. Wriggelsworth

Sheriff

Allan C. Spyke  
Undersheriff

630 North Cedar Street  
Mason, Mi 48854  
(517) 676-2431  
FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

**TO:** Lt. Eric Trojanowicz  
**FROM:** Dep. Kelly Bowden #5379  
**DATE:** Thursday, January 03, 2013  
**RE:** December 2012 Monthly Business Officer Report

Total Complaints:	17
Traffic Stops:	7
Citations:	4
Property/ Business Checks:	45
Community Policing Hours:	23.6
Liquor inspection:	1

**Community Policing Highlights:**

Deputy Richards and I handed out gift baskets to local seniors as part of the No Senior without Christmas program sponsored by TRIAD and local service organizations. We were able to brighten the lives of 17 senior citizens in the Delhi community through this worthwhile program.

Deputy Richards, Deputy Hull and I participated in Santa and the Elves just prior to Christmas. We went to Tamarack Apts., Great Lakes Christian Home, and Stratford Place to visit local seniors. We also went to the Cedar Heights neighborhood, Woodland Lakes Apartments, Delhi Manor trailer park, and Huntley Villa apartments to visit local

children. It is estimated we had contact with at least 200 citizens and their kids and the event was well received.

**Other Highlights:**

I responded to a local repair shop after the owner reported a customer's vehicle had the rims and tires stolen. The vehicle had been parked in the parking lot of the business pending repairs. There are currently no suspects or witnesses in this case. There are similar cases occurring in Lansing and I have been researching those, looking for similarities.

Deputy Richards and I conducted a joint investigation after a local business reported the theft of 200-300 metal shelves from their loading dock. The shelves had been destined for another store and were awaiting pick up. We identified three suspects in the case and I was able to interview one of them, obtaining a confession that implicated all three. Felony charges are pending with the Prosecutor's Office. We were able to recover approximately 30 shelves from the suspect's property. Unfortunately, the remaining shelves had been scrapped and destroyed prior to us identifying the suspects.

Last month I reported opening an investigation into fraudulent activities committed by employees of a local business against the Delhi Township DDA. This case has concluded with the Prosecutor's Office issuing several felony counts against three employees. All three have been arrested, arraigned on their charges, and are currently awaiting trial.

I responded with another officer to check the welfare of an intoxicated subject in the hallway of some apartments above a local business. We located the subject hiding in an adjacent apartment, but he fled the area by jumping from a window onto the roof, injuring himself in the process. After a several hour search of the area, we located the subject again, extremely intoxicated and obviously injured. He was turned over to EMS for care and sent to the hospital for detox. No charges were filed in this case.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

*COUNTY of INGHAM*

State of Michigan

SHERIFF'S OFFICE



**Gene L. Wriggelsworth**

**Sheriff**

**Allan C. Spyke**  
Undersheriff

630 North Cedar Street  
Mason, Mi 48854  
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FAX (517) 676-8299

**Greg S. Harless**  
Chief Deputy

**Sam Davis**  
Major

**Joel Maatman**  
Major

**TO:** Lt. Eric Trojanowicz  
**FROM:** Deputy Mary Hull #5353  
**DATE:** Thursday, January 03, 2013  
**RE:** December 2012 monthly report

**MONTHLY STATS:**

Complaints: 18  
School Contacts: 43  
Traffic Stops: 1  
Citations: 2  
Community Policing hours: 67

**COMMUNITY POLICING ACTIVITY:**

On December 5, Deputy Richards and I attended the annual tree lighting event at Delhi Township Community Services Building. As Deputy Richards and I mingled with the adults and children in attendance, we took the opportunity to hand out Candy Canes, Sheriff Star stickers, and coupons to McDonalds. On December 15, Deputy Richards, Deputy Bowden, and I delivered gift baskets to seniors living in the community, as part of No Senior Without Christmas, sponsored by TRIAD. Deputy Richards, Deputy Bowden, and I also participated in the annual "Santa and Elves" for area residential apartments and neighborhood watch programs. As part of the annual program Deputy Richards, Deputy Bowden and I spent time at Tamarack Apartments, Great Lakes Home, Strafford Place Apartments, Cedar Heights Community Watch, Woodland Lakes

Apartments, Huntley Villa Apartments, and Delhi Manor in all, about 200 seniors and children, spent time with Santa and his elf. On December 15, Deputy Richards and I attended the annual Christmas party at Windmill Mobile Home Park. Each year the children living in the park are invited to the community room to play games, eat snacks, and meet Santa.

During the month, I finished the speed study on Washington Road near Washington Woods Middle School. Ingham County Road Commission requested a speed study for motorists traveling in the area before the start of school and at the end of the day. The information obtained from the study will be used to possibly lower the speed limit from 45 miles per hour to 35 miles per hour and/or erect a crossing. I was also asked by the Principal at Washington Woods Middle School to pay particular attention in the area around the school for individuals cutting through the grass and driving recklessly while on their way to the high school. Lastly, I received information that a student from the high school was driving recklessly when leaving the parking lot. The complainant advised that the student was pulling from the drive, going around vehicles, and passing in a no passing area; in addition, I received information that this same student drove through the grass at the Waste Water Treatment facility. Prior to winter break, I observed the suspect driver leaving the parking lot recklessly; passing a vehicle in a no passing area driving into oncoming traffic, and speeding. The driver was subsequently cited for a number of violations.

**OTHER HIGHLIGHTS:**

During the month, I responded to a number of calls for service including complaints involving drugs, damage to property, assault, truancy, family trouble, and cps referrals.

During December, I took three separate drug complaints, two at the Jr. High and one at the High School. The incident at the Jr. High involved two students that brought marijuana to school in their wallets. One of the students admitted that he brought the marijuana to school with the intention of selling to a fellow student. A petition was submitted to Ingham County Prosecutor's Office for possession with intent to deliver a controlled substance. The parent of the other student refused to answer any questions so as not to incriminate himself about having the marijuana. A petition for possession of marijuana was submitted to Ingham County Prosecutor's Office for review. The third drug related incident at the High School, involved a student that was found in possession of marijuana. School staff received anonymous information that a student smoked marijuana in his vehicle, parked in the parking lot, prior to the start of school. When school officials searched the vehicle, a number of smoking vessels were found along with a small amount of marijuana. The student admitted that he has smoked marijuana for a number of years, but does not believe it has any effect on his academics. The report along with a warrant request for possession of marijuana was submitted to Ingham County Prosecutor's Office for review.

During the month, I received a complaint of an assault that occurred between a teacher and a student. The complainant reported that a student came forward reporting that his teacher scratched his neck and pulled his shirt, while trying to get him to sit down in his

chair. The Assistant Principal at the Jr. High conducted interviews with all involved, including the victim's parent. The victim's parent did not feel that the teacher did anything inappropriately, knowing that her son has had some problems at home and at school listening to those in authority.

During the month, I received a number of CPS referrals from the school district, of the eight I received one was a substantiated child abuse case and was submitted the Ingham County Prosecutor's Office for review. The other cases were either investigated by a worker at the Department of Human Services and closed or reviewed by the Department of Human Services intake and denied.

Deputy Mary Hull #5353



*COUNTY of INGHAM*

State of Michigan

SHERIFF'S OFFICE



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**Allan C. Spyke**  
Undersheriff

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**Greg S. Harless**  
Chief Deputy

**Sam Davis**  
Major

**Joel Maatman**  
Major

**TO:** Lt. Eric Trojanowicz  
**FROM:** Deputy Paul Richards #5343  
**DATE:** Thursday, January 03, 2013  
**RE:** December 2012 monthly report

**MONTHLY STATS:**

Complaints: 6  
Traffic Stops: 7  
Citations: 4  
Arrests: 1  
Community Policing hours: 40

**COMMUNITY POLICING ACTIVITY:**

On December 5, Deputy Hull and I attended the annual tree lighting ceremony at Delhi Township Community Services Building. During the event, Deputy Hull and I handed out Candy Canes, Sheriff Star stickers, and coupons for a free Sunday or apple slices to McDonalds. On December 15, Deputy Bowden and I assisted other metro area police and fire agencies at Lansing Fire Station put together gift baskets for No Senior Without Christmas, sponsored by TRIAD. Later Deputy Bowden, Deputy Hull, and I delivered the gift baskets to seniors living in the community. Later that same day Deputy Bowden, Deputy Hull, and I participated in the annual Santa and Elf event. This year, Deputy Bowden, Deputy Hull, and I went to Tamarack Apartments, Great Lakes Home, Strafford Place Apartments, Cedar Heights Community Watch, Woodland Lakes Apartments,

Huntley Villa Apartments, and Delhi Manor in all, about 200 seniors and children, spent time with Santa and his elf. We were able to obtain donations, including candy canes and juice from area business for the event. On December 15, Deputy Hull and I attended the annual Christmas party at Windmill Mobile Home Park. Each year the children living in the park are invited to the community room to play games, eat snacks, and a meet and greet with Santa.

On Ingham County Sheriff's Office Delhi Division Facebook page, I introduced December *Do 1 Thing*. The theme for December was First Aid and being prepared to give first aid while waiting for an ambulance. *Do 1 Thing* suggested that person purchase first aid kits for their homes and vehicles, and take first aid, CPR, and AED classes.

During the month, I also patrolled the areas where crimes were reported to have occurred, I continued to walk through Delhi Township offices and the Library, and stayed in contact with area Neighborhood Watch Programs.

**OTHER HIGHLIGHTS:**

During the month, I continued an investigation into an identity theft. The victim of the identity theft reported that his brother used his identity to obtain services from Consumers Energy. The suspect ultimately admitted to the fraud; however, search warrants were requested by Ingham County Prosecutor's Office. I also completed my investigation into a weapons complaint that I took in November from Washington Woods Middle School. In November, a student took a small pocketknife to school and showed another student; the report and a petition were turned over to Ingham County Prosecutor's Office for review.

In December, I took a larceny complaint from the manager at Dollar General. Sometime over the span of a few days, unknown individuals took metal shelving units that were being stored behind the store. Dollar General was in the process of replacing old shelving units with new, and during the process, individuals took the units. After the theft was discovered, Deputy Bowden and I contacted area recycling facilities and found the shelving units and the persons responsible for the theft. The suspects subsequently admitted to taking the shelving units and pawning them for cash. The report will be submitted to Ingham County Prosecutor's Office for review.

Deputy Paul Richards #5343

**DELHI CHARTER TOWNSHIP**  
**Department of Community Development**

***December 2012 Activity Report***

**New Permits:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	6	12	56
Electrical	3	13	22
Mechanical	12	35	66
Plumbing	1	12	30
Fire Inspections	N/A	N/A	9
<b>Totals</b>	<b>22</b>	<b>72</b>	<b>183</b>

**Soil Erosion Permits & APA Projects:**

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits/New Projects</u>	<u>Total Inspections</u>
Soil Erosion	1	1	32
Soil Erosion Waivers	1	3	0
APA Projects	0	0	4
<b>Totals</b>	<b>2</b>	<b>4</b>	<b>36</b>

**New Code Enforcement Cases:**

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	0	1
Fence Violation	0	0
Junk & Debris	0	2
Junk Vehicles	0	2
Miscellaneous	0	0
Noxious Weeds	0	0
Sidewalk Snow	0	0
Sign	2	2
Site Plan	0	0
Yard Parking	1	1
Improper Zoning Use	1	1
<b>Totals</b>	<b>4</b>	<b>9</b>
<b>Total # of Inspections</b>	<b>20</b>	

**Rental Program Information:**

Number of New Registered Rental Properties	0
Number of Rental Re-inspections	46
Number of Rental Investigations	1
Number of Rental Cycle Inspections	314

**Civil Infraction/Abatement Information:**

<b>Abatement/Clean-ups</b>	<b>1</b>
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	<b>\$18,898.05</b>
<b>Civil Infractions Issued</b>	<b>2</b>
<i>Civil Infraction Fines Issued (Year to date)</i>	<b>\$2,900.00</b>

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	
<b>DECK</b>							
PB12-328	4635 MILES DRIVE	ED BROWN	<i>NEW LANDING AND RAMP</i>	\$650	\$50.00		
DECK				\$650	\$50.00		Total: <b>1</b>
<b>FENCE</b>							
PB12-325	2204 CEDAR BEND DRIVE	SAKOWSKI, KIM	<i>INSTALL SCALLOPED 4-5' WOOD FENCE IN REAR YARD</i>	\$0	\$50.00		
PB12-324	1586 HOLBROOK DRIVE	OADE, PETE	<i>INSTALL A 6' SOLID WOOD PRIVACY FENCE IN REAR YARD</i>	\$0	\$50.00	Y	
FENCE				\$0	\$100.00		Total: <b>2</b>
<b>RESIDENTIAL ADDITION</b>							
PB12-327	4670 HOLT ROAD	TURN KEY IMPROVEMENTS LLC	<i>16' x 20' ADDITION</i>	\$0	\$50.00		
RESIDENTIAL ADDITION				\$0	\$50.00		Total: <b>1</b>
<b>RESIDENTIAL ALTERATION</b>							
PB12-323	4217 BOND AVENUE	GREENE, BRADLEY	<i>BASEMENT EGRESS WINDOW</i>	\$1,000	\$50.00	Y	
PB12-329	1601 GRAYFRIARS AVENUE	C & J CONSTRUCTION	<i>REMODEL BASEMENT</i>	\$12,200	\$78.00		
RESIDENTIAL ALTERATION				\$13,200	\$128.00		Total: <b>2</b>
<b>RESIDENTIAL MISCELLANEOUS</b>							
PB12-326	2519 SANIBEL HOLLOW	FOUNTAIN EXTERIORS	<i>TEAR OFF AND RE-ROOF</i>	\$8,000	\$50.00		
RESIDENTIAL MISCELLANEOUS				\$8,000	\$50.00		Total: <b>1</b>
<b>SIGN</b>							
PS12-029	2556 ALAMO DRIVE	PHILLIPS SIGN & LIGHTING INC	<i>32 SQ. FT. WALL SIGN</i>	\$0	\$82.00		
PS12-025	2457 CEDAR STREET	BILL CARR SIGNS	<i>TWO (2) "BBQ" SIGNS TO BE LOCATED ON NORTH AND SOUTH SIDE OF BUILDING TOWER - TOTAL 10 SQ.FT. (5 EA) - ZBA #12-112</i>	\$0	\$60.00	Y	

# DELHI CHARTER TOWNSHIP

## Building Permit Details

# of  
Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PS12-026	2457 CEDAR STREET	BILL CARR SIGNS	<i>12 SQFT "TO GO" ARROW PROJECTING SIGN PER ZBA#12-112</i>	\$0	\$62.00	Y
PS12-027	2457 CEDAR STREET	BILL CARR SIGNS	<i>16 SQFT WALL SIGN ON NORTH SIDE OF BLDG PER ZBA#12-112</i>	\$0	\$66.00	Y
PS12-028	2457 CEDAR STREET	BILL CARR SIGNS	<i>32SQFT WALL SIGN ON FRONT OF BLDG</i>	\$0	\$82.00	Y
SIGN				\$0	\$352.00	Total: 5

<b>Totals:</b>	<b>\$21,850</b>	<b>\$730.00</b>	<b>12</b>
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Permit.DateIssued Between 12/01/2012 AND 12/31/2012  
AND  
Permit.PermitType = Building OR  
Permit.PermitType = Sign

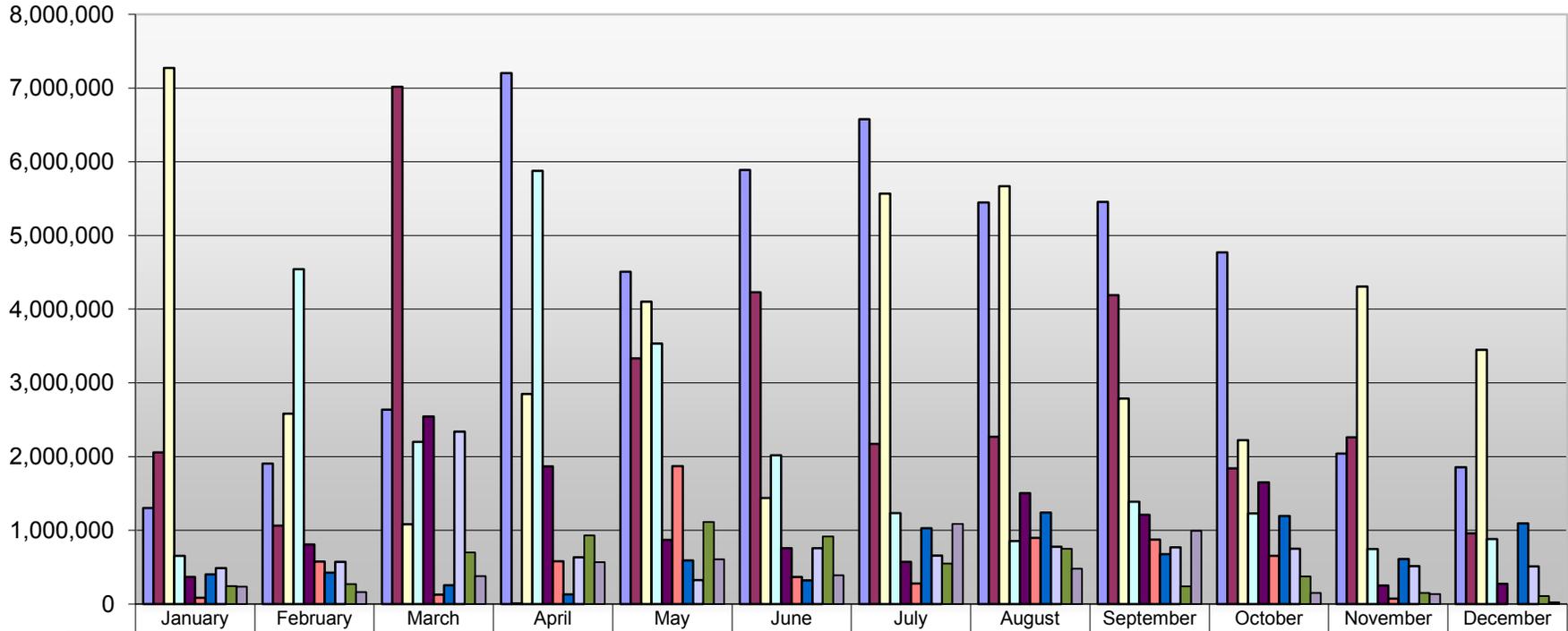
## SUMMARY OF CONSTRUCTION VALUES

Year	2006		2007		2008		2009		2010		2011	
Type	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value
Commercial Addition, Alteration & Commercial Misc	32	\$ 1,895,384.00	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00	37	\$1,029,347
Commercial New Structures	6	\$ 5,665,672.00	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00	5	\$3,951,772
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	249	\$ 681,722.00	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00	233	\$ 1,262,153.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	122	\$ 20,311,984.00	58	\$ 8,856,775.00	27	\$ 5,189,435.00	22	\$ 3,861,101.00	37	\$ 5,998,675.00	28	\$ 3,849,279.00
Residential Addition, Residential Alteration	70	\$ 1,510,922.00	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00	46	\$ 1,021,182.00
Residential Multiple Family & Apartment Units	3	\$ 2,738,265.00	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00	3	\$ 3,694,734.00

**2012 Year to date Construction Values:**

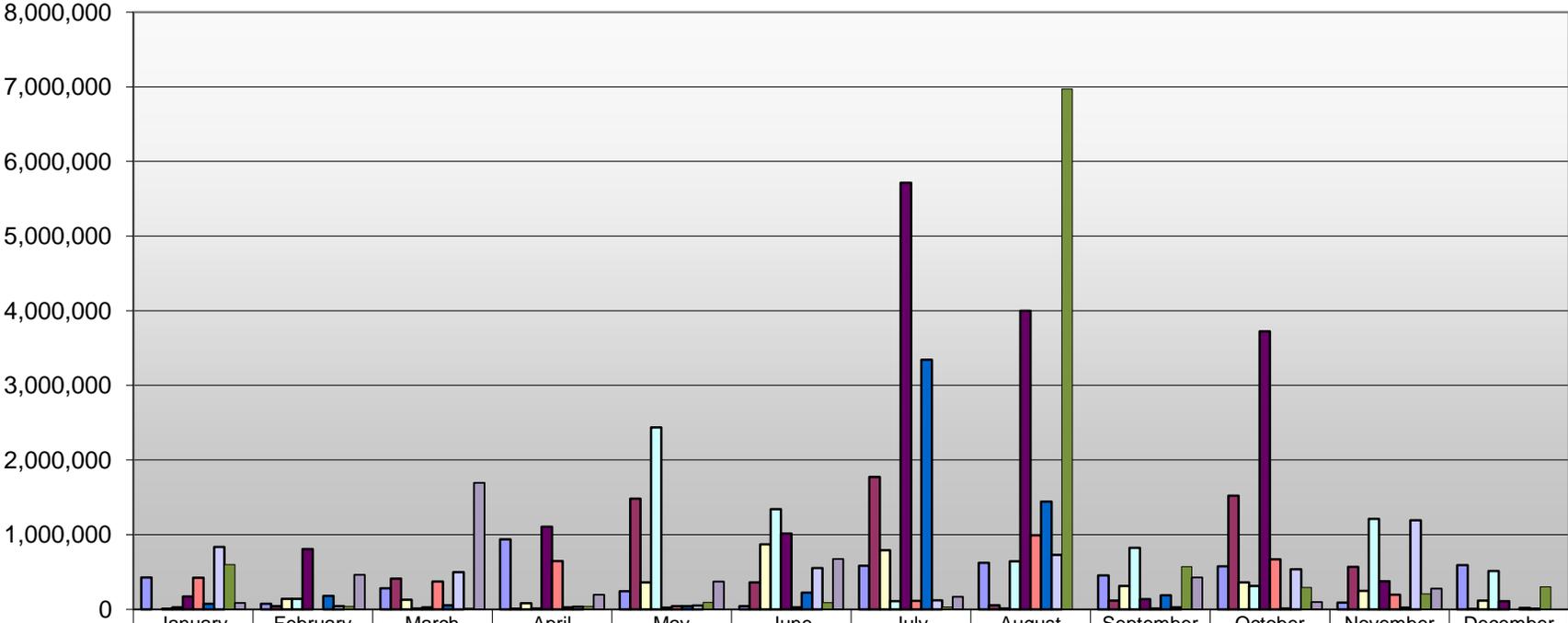
<b>Commercial / Industrial:</b>	\$ 4,443,901.00
<b>Residential:</b>	\$ 5,196,015.00
<b>Total Single Family Homes:</b>	14

## Residential Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2003	1,303,222	1,907,265	2,634,726	7,202,298	4,506,568	5,890,225	6,577,503	5,449,464	5,455,775	4,772,708	2,040,811	1,856,139
■ 2004	2,057,874	1,061,075	7,018,665	2,409	3,332,125	4,230,009	2,171,175	2,269,297	4,189,316	1,838,373	2,261,219	958,547
■ 2005	7,272,620	2,580,999	1,080,570	2,848,833	4,100,194	1,438,787	5,569,135	5,666,330	2,785,505	2,223,344	4,305,671	3,448,286
■ 2006	653,107	4,544,462	2,200,224	5,876,530	3,533,055	2,016,011	1,231,992	852,573	1,387,170	1,230,662	745,550	881,456
■ 2007	366,901	807,589	2,542,647	1,865,777	870,683	755,569	571,666	1,504,157	1,209,407	1,651,929	251,475	274,952
■ 2008	84,176	576,220	127,628	579,796	1,872,379	368,071	279,260	896,898	873,804	652,707	73,000	0
■ 2009	401,319	425,655	252,651	130,696	589,254	319,608	1,028,683	1,240,799	674,200	1,194,808	611,112	1,094,312
■ 2010	484,464	571,973	2,339,559	633,374	323,160	755,450	656,705	777,918	768,831	750,411	513,137	509,014
■ 2011	241,340	269,142	698,082	931,543	1,110,943	915,267	547,390	748,734	238,720	374,395	148,666	107,068
■ 2012	236,170	162,820	379,179	566,030	604,628	388,176	1,084,941	477,119	991,532	149,082	134,136	22,202

### Commercial/Industrial Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2003	425,040	72,962	279,550	935,214	240,500	40,350	584,439	621,851	454,370	574,016	89,400	590,100
■ 2004	0	40,000	409,002	4,000	1,480,444	359,950	1,773,063	52,425	115,160	1,522,191	566,020	1,000
■ 2005	7,760	140,049	129,496	81,459	358,820	871,298	791,555	8,000	312,938	358,465	247,127	114,525
■ 2006	27,000	138,900	9,000	9,540	2,438,077	1,341,443	106,100	641,986	821,772	313,363	1,209,475	513,940
■ 2007	172,221	808,786	25,206	1,105,534	20,293	1,016,148	5,714,648	4,000,820	134,031	3,722,518	376,371	108,000
■ 2008	421,042	0	370,000	647,000	41,000	25,000	110,000	990,923	9,500	670,442	195,000	0
■ 2009	72,000	178,233	54,600	25,000	41,440	222,525	3,343,047	1,443,417	187,500	8,000	22,000	19,005
■ 2010	834,198	40,992	496,441	32,997	50,000	553,319	117,975	727,220	25,000	536,616	1,192,795	7,740
■ 2011	600,000	35,500	13,000	38,000	92,575	88,000	29,000	6,970,497	571,242	294,317	204,730	301,000
■ 2012	84,908	460,875	1,695,784	195,935	370,500	674,345	165,000	0	427,768	96,584	275,202	0

# Delhi Township Fire Department Monthly Report

December, 2012

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## Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	162	-	162
Fire / Rescue	31	1	32
Total Calls	193	1	194
Staff Hours	309	8	317

Total calls in 2012: 2,577

Total calls for 2011: 2,477

## Inspections

Commercial Fire Inspections – 12

Fire Personnel Company Inspections - 38

## Training

255 Personnel in Attendance of 340 Hours of Training

## Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	3
Meetings	10
Mentoring new personnel	25
Miscellaneous R/R Activity	13

**Mutual Aid:**          Given – 10          Received - 5

## Miscellaneous

Structure fire – 2470 Cedar Street - \$32,000 loss – Cause of Arson

Assisted Community Food Bank with Christmas food distribution

Participated in Shop with Hero with area police and fire agencies

Assisted in Community tree lighting

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, January 15, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:35 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Members Absent: Trustee Megan Ketchum

Others Present: John Elsinga, Township Manager  
Rick Royston, Fire Chief  
Sandra Diorka, Director of Public Services  
Tracy Miller, Director of Community Development  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC**

Frank Badalamente, 1900 Persimmon Path, spoke in regard to the sewer ordinance.

Randy Maiville, Ingham County Commissioner, District 6, introduced himself to the Board and stated that he looks forward to serving the residents in his district.

**UNFINISHED BUSINESS**

**COLLABORATIVE AGREEMENT BETWEEN DELHI TOWNSHIP AND HOLT PUBLIC SCHOOLS - SHARED FIBER NETWORK**

---

The Board reviewed a memorandum dated November 29, 2012 from Twp. Mgr. Elsinga (ATTACHMENT I).

**Hope moved to approve the Collaborative Agreement between Delhi Township and Holt Public Schools for the purpose of sharing Holt Public Schools fiber network in exchange for the School Resource Officer.**

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

---

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of December 18, 2012
- B. Approval of Minutes – Regular Meeting of December 18, 2012
- C. Approval of Claims – December 26, 2012 (ATTACHMENT II)
- D. Approval of Claims – January 8, 2013 (ATTACHMENT III)
- E. Approval of Payroll – December 20, 2012 (ATTACHMENT IV)
- F. Approval of Payroll – January 3, 2013 (ATTACHMENT V)
- G. Reappointment to the Delhi Township Building Board of Appeals – Cal Baxter (ATTACHMENT VI)
- H. Reappointment to the Delhi Township Housing Board of Appeals – Cal Baxter (ATTACHMENT VII)
- I. Reappointment to the Delhi Township Fire Code Board of Appeals – Cal Baxter (ATTACHMENT VIII)

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

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**NEW BUSINESS**

**RESOLUTION NO. 2013-001 – 2013 CAPITAL IMPROVEMENT BONDS  
AUTHORIZING RESOLUTION – NORTH TRAIL CONNECTOR PROJECT**

---

The Board reviewed a memorandum dated January 10, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IX).

**Hayhoe moved to adopt Resolution No. 2013-001 authorizing the issuance of the Charter Township of Delhi 2013 Capital Improvements Bonds not to exceed \$1,200,000 for the purpose of funding the North Trail Connector Project.**

Tracy Miller, Director of Community Development, gave an overview of the funding process for this project.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

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The bond has to be approved before the grant can be received from the Michigan Department of Natural Resources (DNR). Furthermore, in order to have the grade inspection for the Michigan Department of Transportation (MDOT) funding, the Township has to convey to MDOT that the Township match and the DNR funding are ready to go.

Frank Badalamente, 1900 Persimmon Path, asked how much this project would cost the tax payers. Ms. Miller stated that the bond is for \$1,200,000, which the DDA has obligated to pay back on the Township's behalf. Depending on how the bids come in, there could potentially be up to \$350,000 of additional funding due by the Township.

Mr. Badalamente asked why the sudden need to pass this bond. It was stated that the bond is part of a process. The Board of Trustees authorized the grant submittal in 2010, which began the process; the "Notice of Intent" to sell bonds was approved on June 19, 2012.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**RESOLUTION NO. 2013-002 – MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT – NORTH TRAIL CONNECTOR PROJECT**

---

The Board reviewed memorandums dated January 10, 2013 from Twp. Mgr. Elsinga and Tracy Miller, Director of Community Development (ATTACHMENT X).

**Warfield moved to adopt Resolution No. 2013-002 approving the Michigan Natural Resources Trust Fund Development Project Agreement for the North Trail Connector Project.**

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**RESOLUTION NO. 2013-003 – SALE OF REAL PROPERTY LOCATED AT 1953  
ADELPHA STREET**

---

The Board reviewed memorandums dated January 7, 2013 from Twp. Mgr. Elsinga and January 10, 2013 from Tracy Miller, Director of Community Development (ATTACHMENT XI).

**Sweet moved to adopt Resolution No. 2013-003 which approves the sale of real property located at 1953 Adelpha Street for \$65,000 and authorizes the Township Manager or Township Treasurer to execute all documents related to the sale of said property.**

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

---

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**AGREEMENT FOR FIRE SERVICES BETWEEN DELHI CHARTER TOWNSHIP AND  
ALAIEDON TOWNSHIP**

---

The Board reviewed a memorandum dated January 10, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XII).

**Hayhoe moved to approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2013 through December 31, 2013.**

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**EXTENSION OF WATER SYSTEM AGREEMENT BETWEEN DELHI TOWNSHIP AND  
THE LANSING BOARD OF WATER AND LIGHT**

---

The Board reviewed a memorandum dated January 10, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XIII).

**Sweet moved to approve the Water System Agreement Extension between Delhi Charter Township and the Lansing Board of Water and Light effective through June 30, 2013.**

Twp. Mgr. Elsinga stated that the Township has had an agreement with the Board of Water and Light (BWL) for forty years. The agreement expired in August 2012, at which time it was extended to January 2013. BWL would like to extend the agreement again until June 30, 2013 to finalize negotiations.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

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**BCBS WINTER WARM-UP CHALLENGE**

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Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor, spoke about the Blue Cross/Blue Shield Winter Warm-up Challenge. The challenge, that gives financial rewards to the community with the most active team, begins on January 19, 2013 and runs through March 16. The money is to be used to support public health and wellness projects in the communities. Past monies awarded to the Township have been used toward the Non-Motorized Trail System.

**INGHAM COUNTY SHERIFF'S DEPARTMENT DELHI DIVISION TOUR**

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Supervisor Davis stated that on Monday, January 28, 2013 at 6:30 p.m., the Ingham County Sheriff's Office/Delhi Division will give a tour of their facility to any interested Board member.

**FUND RAISER TALENT SHOW**

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Supervisor Davis stated that he and Leon Clark, Mayor of the City of Mason, will be hosting a "battle of the bands". The talent show/fund raiser will be held to raise money for Holt and Mason's scholarship funds. Winners of the talent show will perform during the Holt Hometown Festival and Mason's Sun Dried Music Festival.

**TREASURER**

**WINTER PROPERTY TAX COLLECTION**

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Treasurer Sweet stated that the Treasurer's Office has collected approximately \$16,000,000 in winter property taxes (56% of the total tax roll).

**REVENUE SHARING**

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Treasurer Sweet stated that the Township received \$317,946 in State Revenue Sharing and \$6,944 for the Economic Vitality Incentive Program for September and October 2012.

**TRUSTEES**

**TRUSTEE WARFIELD**

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Trustee Warfield stated that she attended her first Zoning Board of Appeals meeting and appreciates the opportunity to serve on this board. Trustee Warfield further stated that she attended the Michigan Townships Association New Officials Training, which was very informative.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JANUARY 15, 2013**

---

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga stated that three budget transfers were performed at the end of 2012 to balance specific activity budgets.

**LIMITED PUBLIC COMMENTS** - None

**ADJOURNMENT**

Meeting adjourned at 8:21 p.m.

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** November 29, 2012

**RE:** Collaborative Agreement between Delhi Charter Township and Holt Public Schools

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Enclosed for your review and approval is an Agreement between Delhi Charter Township and Holt Public Schools regarding the sharing of resources between the two entities.

In 2011 the Township entered into an agreement with Ingham County, the Ingham County Sheriff to provide an additional deputy to the Township, specifically a School Resource Officer dedicated primarily to serve the Holt Public Schools. During the first year the cost of approximately \$110,000 was shared equally between the Township and the school. However, due to funding constraints, the Holt Public Schools was no longer able to fund their half (or approximately \$55,000) and the Township subsequently assumed the total cost of this officer. In exchange the school has offered the Township the opportunity to connect to the school's unused fiber network at no cost to the Township which significantly reduces our capital cost of the installation of fiber to connect five Township facilities. The estimated savings in utilizing the school's fiber is over \$50,000.

This collaborative sharing of resources is in the best interest of both entities and the citizens we serve. Therefore, I recommend approval of the same.

#### **Recommended Motion:**

**To approve the Collaborative Agreement between Delhi Township and Holt Public Schools for the purpose of sharing Holt Public Schools fiber network in exchange for the School Resource Officer.**

Collaborative Agreement

between

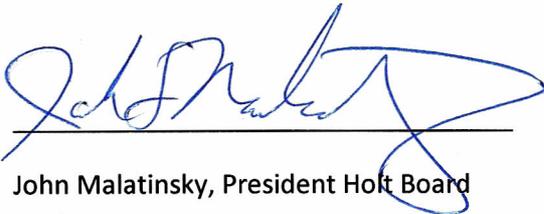
Delhi Township and Holt Public Schools

The parties have reached certain understandings as it relates to a School Resource Officer and for the connection to the District's technology fiber network. This Agreement reflects those understandings.

A School Resource Officer has been assigned to the Holt Public Schools. An Agreement dated August 1, 2011, which is attached hereto, was entered into by the Township and the District concerning this Officer. Noting that this Officer was of mutual benefit to both the Township and the District, part of this agreement set forth how the parties would share the costs of this Officer. However, by a letter dated May 31, 2012, Holt Public Schools notified the Township that it would be unable to continue any District funding for the 2012-13 school year. For the 2012-13 school year, the Township agreed to pay for the total cost of this SRO, in light of the conversations on the Township's connection to the District's fiber network noted below, with the Officer providing service to the Township during the summer months.

The Township has requested to connect to the District's technology fiber network at two connection points, in return for funding the School Resource Officer position. In lieu of this connection, the Township would have to build and maintain its own fiber network for a portion of the fiber that the Township will be using under this agreement. The Township will be connecting to Dark Fiber that is owned by the District. Dark Fiber is existing fiber network lines that are currently in place, but not used by the District. This will mean that the Township and the District fiber network will be separate. The Township has agreed to pay for all costs, including any equipment, necessary for the connection to the District's fiber network. The District has agreed to maintain and repair the District's fiber network, including the Dark Fiber that will be used by the Township.

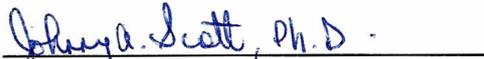
This Collaborative Agreement shall remain in effect as long as both parties continue to experience the mutual benefits outlined above.

  
\_\_\_\_\_

John Malatinsky, President Holt Board

11-6-12

date

  
\_\_\_\_\_

Dr. Johnny Scott, Holt Public Schools Superintendent

Nov. 6, 2012

date

**AMENDMENT NO. 1 TO**  
**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AMENDMENT, made and entered into this 1st day of August, 2011, by and between the **SHERIFF OF INGHAM COUNTY, GENE L. WRIGGELSWORTH** (hereinafter referred to as the "Sheriff"), the **COUNTY OF INGHAM** (hereinafter referred to as the "County"), and the **CHARTER TOWNSHIP OF DELHI** (hereinafter referred to as the "Township"), amends the Agreement for Law Enforcement Services made and entered into between said parties for the period covering January 1, 2011, through December 31, 2014.

**W I T N E S S :**

1. Section II, Services to be Provided by the Sheriff, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

"II. Services to be Provided by the Sheriff. The Sheriff shall furnish the Township with special police protection it has requested, as follows:

- A. A total of nineteen (19) full time deputy sheriffs shall be assigned to the Township to provide police services which includes the personnel noted in the following subsections.
- B. There shall be two (2) officers on duty at all times, being twenty-four (24) hours a day, seven (7) days a week within the Township. The Sheriff, however, shall have the right to temporarily remove any on duty officer from the Township and assign him/her to a life threatening emergency outside the Township.
- C. In addition to the two (2) officers on duty in the Township at all times pursuant to the subsection B of this section, the Sheriff shall assign one (1) officer to the Metro Squad and one (1) full-time officer to Community Services activities. In the event the Metro Squad officer or Community Services officer is on vacation, sick leave, workers' disability compensation leave, or any other absence, they shall not be replaced during their absence.

It is expressly understood and agreed that the Township may withdraw from its participation with the Tri-County Metro Narcotic Squad pursuant to the withdrawal provisions contained in the Tri-County Metro Narcotic Squad Agreement, after providing written notice to both the County and the Sheriff stating the effective date of such withdrawal. In the event of such withdrawal the deputy sheriff assigned to

the Tri-County Metro Narcotic Squad pursuant to this subsection and the compensation which the Township pays the County for such officer pursuant to section VI shall on the effective date of such withdrawal cease to be covered and/or required by this Agreement, unless the Township elects to have the officer perform other law enforcement services under this Agreement.

- D. In addition to the officers to be furnished by the Sheriff pursuant to B and C of this section II, the Sheriff shall assign one (1) officer to serve, during the period covering August 1, 2011 through July 31, 2014, as School Resource Officer whose primary duties shall be at Holt Public Schools and School related activities.
- E. All necessary command officer supervision shall be provided, which shall include at least one (1) officer assigned full-time above the rank of sergeant.
- F. Detective services of the Sheriff's Office shall be provided as needed.
- G. One (1) full-time records clerk and one (1) half-time records clerk (not a deputy sheriff) shall be provided to assist in the clerical requirements of the police services to be provided under this Agreement.
- H. The Sheriff shall provide records for incidents and activities in the Township and shall make reports regularly to the Township Board concerning police activities.
- I. The Sheriff's Office shall provide all necessary support services required to administer the police services to be provided in the Township under this Agreement. These support services shall include all necessary equipment, uniforms, weapons, radios and automobiles. The automobiles and other equipment shall be the responsibility of the Sheriff's Office to purchase and maintain. The Sheriff's Office shall also provide evidence processing and storage, L.E.I.N. usage, dispatch service and warrant storage, prisoner pick-up out-of-state on local warrants, breathalyzer operator service, all records storage and retention required, temporary detention for arrests other than felonies, O.U.I.L. and bench warrants, interim bond processing, and property and evidence room facilities."

2. Section VI, Payment, pages 3-4, of the above-stated Agreement shall be amended to read as follows:

“VI. Payment. During the term of this Agreement, the Township shall reimburse the County for all non-School Resource Officer services provided by the Sheriff’s Office under this Agreement on a monthly pro rata basis, based on the following annual dollar amounts:

- A. In calendar year 2011 the sum of TWO MILLION ONE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$2,144,317.00) shall be paid in monthly pro rata payments of ONE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-THREE AND 08/100 DOLLARS (\$178,693.08).
- B. In calendar year 2012 the sum of TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$2,175,728.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TEN AND 66/100 DOLLARS (\$181,310.66).
- C. In calendar year 2013 the sum of TWO MILLION TWO HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$2,224,461.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED SEVENTY-ONE AND 75/100 DOLLARS (\$185,371.75).
- D. In calendar year 2014 the sum of TWO MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$2,277,330.00) shall be paid in monthly pro rata payments of ONE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$189,777.50).

Commencing August 1, 2011 the Township, in addition to the sums required above, shall reimburse the County for all School Resource Officer services provided by the Sheriff’s Office under this Agreement on a pro rata basis based on the following school year (i.e., August 1<sup>st</sup> through July 31<sup>st</sup>) dollar amounts:

- A. For the 2011/2012 school year, covering August 1, 2011 through July 31, 2012, the sum of ONE HUNDRED EIGHT THOUSAND SIX

HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$108,648.00) shall be paid in monthly installments of NINE THOUSAND FIFTY-FOUR AND NO/100 DOLLARS (\$9,054.00).

- B. For the 2012/2013 school year, covering August 1, 2012 through July 31, 2013, the sum of ONE HUNDRED TEN THOUSAND EIGHT HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$110,869.00) shall be paid in monthly installments of NINE THOUSAND TWO HUNDRED THIRTY-NINE AND 08/100 DOLLARS (\$9,239.08).
- C. For the 2013/2014 school year covering August 1, 2013 through July 31, 2014, the sum of ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$113,520.00) shall be paid in monthly installments of NINE THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$9,460.00).

The above stated annual amounts for services not related to School Resource Officer services reflect the totals of all the budget line items set forth in the attached Exhibit A, Budget, for the year which the annual amount applies. The above-stated school year amount for the School Resource Officer reflect the totals of all the budget line items set forth in the attached Exhibit A-2 Budget, for the school year in which the school year amount applies. Compensation levels shall be adjusted when, in the sole opinion of the County, it is necessary to make adjustments due to changes in the Sheriff's Office collective bargaining agreements. The County shall provide the Township with written notification of all changes in compensation levels, the effective date of the change and the reason therefore.

The Township's monthly payments for services performed by the Sheriff's Office personnel assigned to the Township under this Agreement shall be made payable to the Ingham County Treasurer, and delivered to the Ingham County Treasurer's Office, Courthouse, P.O. Box 215, Mason, Michigan 48854, accompanied with a notice of the purpose of the payment (e.g., Delhi Township Law Enforcement Services Agreement) and a statement of the amount of the payment which is for the School Resource Officer services and the amount which is for all other services provided by the Sheriff's Office during the month covered by the payment. Each payment shall be made no later than the tenth (10<sup>th</sup>) day of each month following a month in which services were provided under this Agreement. By way of example, payment shall be made by no later than February 10, 2011, for services performed in January 2011."

- 3. The Exhibit A - Budget attached to the above-stated Agreement is hereby amended to add an Exhibit A-2 Budget which sets forth the costs for the School Resource Officer.

Commencing August 1, 2011, all references in the above-stated Agreement to the Exhibit A - Budget shall be deemed to include the Exhibit A-2 Budget attached to this Amendment which is incorporated by reference into the above-stated Agreement and made a part thereof.

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the 1<sup>st</sup> day of August, 2011.

5. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR DELHI CHARTER TOWNSHIP HAVE SIGNED THIS AMENDMENT NO. 1 TO SAID AGREEMENT ON THE DATE APPEARING NEXT TO THEIR SIGNATURE.**

COUNTY OF INGHAM  
By: [Signature] 8/16/11  
Mark Grebner, Chairperson Date  
County Board of Commissioners

By: [Signature] 8/11/11  
Mike Bryanton, County Clerk Date

CHARTER TOWNSHIP OF DELHI  
By: [Signature] 8/16/11  
Stuart Goodrich Date  
Delhi Twp Supervisor

By: [Signature] 08/02/11  
Evan Hope, Delhi Twp Clerk Date

INGHAM COUNTY SHERIFF  
By: [Signature] 8/2/11  
Gene L. Wriggelsworth Date  
Sheriff

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

By: [Signature]  
Robert D. Townsend

N:\Client\Ingham\Sheriff\Amendments\Amd No 1 to Delhi Twp LE Agr 2011-2014.wpd  
ING/Sheriff # 10-011

**EXHIBIT A-2**

**BUDGET**

Delhi Township School Resource Officer

	2011	2012	2013	2014
PERSONNEL SERVICES	39,497	96,014	98,132	58,546
TOTAL SUPPLIES	1,562	3,925	4,100	2,493
PROFESSIONAL SERVICES	167	405	410	239
OTHER EXPENSES	406	1,015	1,055	639
CAPITAL OUTLAY	3,223	8,000	8,250	4,958
<b>TOTAL BUDGET</b>	<b>44,855</b>	<b>109,359</b>	<b>111,947</b>	<b>66,875</b>

**SUPPLY BUDGET**

	2011	2012	2013	2014
SUPPLIES	583	1,425	1,450	860
UNIFORMS & ACCESSORIES	146	375	400	248
GAS & OIL	833	2,125	2,250	1,385
<b>TOTAL</b>	<b>1,562</b>	<b>3,925</b>	<b>4,100</b>	<b>2,493</b>

**PROFESSIONAL SERVICES**

	2011	2012	2013	2014
MEMBERSHIPS	0	0	0	0
COURIER SERVICE	0	0	0	0
DATA PROCESSING	0	0	0	0
TELEPHONE	167	405	410	239
<b>TOTAL</b>	<b>167</b>	<b>405</b>	<b>410</b>	<b>239</b>

**MISCELLANEOUS**

	2011	2012	2013	2014
EQUIPMENT REPAIR	52	140	155	99
VEHICLE REPAIR	354	875	900	540
<b>TOTAL</b>	<b>406</b>	<b>1,015</b>	<b>1,055</b>	<b>639</b>

**CAPITAL OUTLAY**

	2011	2012	2013	2014
MACHINERY/CARS	3,223	8,000	8,250	4,958
TELEPHONE SYSTEM	0	0	0	0
<b>TOTAL</b>	<b>3,223</b>	<b>8,000</b>	<b>8,250</b>	<b>4,958</b>

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
1 DEPUTY	36,403	88,492	90,444	53,959
<b>SUBTOTAL</b>	<b>36,403</b>	<b>88,492</b>	<b>90,444</b>	<b>53,959</b>
X .085 ADMIN FEE	3,094	7,522	7,688	4,587
OVERTIME	0	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>39,497</b>	<b>96,014</b>	<b>98,132</b>	<b>58,546</b>

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE DELHI TOWNSHIP POLICE SERVICES CONTRACT  
BY ADDING A SCHOOL RESOURCE OFFICER**

**RESOLUTION #11-241**

WHEREAS, the Charter Township of Delhi and the Holt Public Schools have collaborated to fund a Deputy Sheriff; and

WHEREAS, both entities have agreed this Deputy Sheriff will be titled School Resource Officer; and

WHEREAS, the primary duties of the School Resource Officer will be at the Holt Public Schools and School related activities; and

WHEREAS, the Deputy Sheriff/School Resource Officer will begin this assignment on August 1, 2011; and

WHEREAS, the Ingham County Sheriff's Office and Budget office have determined the cost to be \$108,648 for 2011/12 school year, \$110,869 for the 2012/13 school year; and \$113,520 for the 2013/14 school year.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves amending the current Police Service Contract for the Charter Township of Delhi effective August 1, 2011 through December 31, 2014 by increasing the contract by \$108,648 for the 2011/12 school year, \$110,869 for the 2012/13 school year, and \$113,520 for the 2013/14 school year.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners approves adding one contract Deputy Sheriff Position to the Sherriff's Office roster for the duration of this contract subject to the availability of contract funds.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners directs the Controller/Administrator and Budget Office to make the necessary adjustments to the Ingham Sheriff's Office Budgets and Position Allocation list.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson, the County Clerk and the Sheriff to sign all necessary contract documents consistent with this Resolution upon review and approval as to form by the County Attorney.

**LAW ENFORCEMENT: Yeas:** Celentino, Holman, Copedge, Schafer, Dragonetti

**Nays:** None **Absent:** De Leon **Approved 7/14/11**

**FINANCE: Yeas:** Schor, Tsernoglou, Nolan, Bahar-Cook, Dougan

**Nays:** None **Absent:** McGrain **Approved 7/20/11**

COHL, STOKER & TOSKEY, P.C.  
ATTORNEYS AND COUNSELORS  
601 NORTH CAPITOL  
LANSING, MICHIGAN 48933

PETER A. COHL  
DAVID G. STOKER  
ROBERT D. TOWNSEND  
BONNIE G. TOSKEY  
RICHARD D. McNULTY  
TIMOTHY M. PERRONE

(517) 372-9000  
FAX (517) 372-1026

July 22, 2011

Undersheriff Allan Spyke  
Ingham County Sheriff's Office  
630 N. Cedar St.  
Mason, MI 48854

Re: Amendment No. 1 to Law Enforcement Services Agreement with Delhi Charter Township

Dear Undersheriff Spyke:

Attached is Amendment No. 1 to the Agreement for Law Enforcement Services entered into between the Sheriff, County, and Delhi Charter Township for law enforcement services within the Township covering the period of January 1, 2011 through December 31, 2014. The Amendment adds to the services to be provided by the Sheriff's Office an additional Deputy Sheriff bringing the total full-time Deputy Sheriffs covered under the Agreement to nineteen (19). This additional officer is to serve as School Resource Officer whose primary duties shall be at Holt Public Schools and school-related activities. The Amendment also adds to the Agreement the compensation to be paid to the County for the additional services provided which in the school year 2011-2012 shall be \$108,648.00, school year 2012-2013 the sum of \$110,869.00, and in school year 2013-2014 the sum of \$113,520.00. These additional sums are to be paid in equal pro rata monthly installments which cover the period of August 1 - July 31 of each of the covered school years. The attached Amendment becomes effective on August 1, 2011.

Before you can proceed to have the attached Amendment signed you need to obtain the Budget for the School Resource Officer for the School Years 2011/2012, 2012/2013, and 2013/2014. This School Resource Officer Budget should be attached to each of the Amendment copies to be signed after the Exhibit A-2 Budget title page that immediately follows the Amendment's signature page.

It is my understanding that authorization for the attached Amendment will be considered by the County Board of Commissioners at their meeting on July 26, 2011. If the Board of Commissioners authorizes entering into the attached Amendment, and it is determined that the Amendment is satisfactory, you may after printing off copies thereof and attaching a copy of the School Resource Officer Budget thereto, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided therefor on the signature pages. When the Amendment copies have been fully signed, insert the date of obtaining the final signature thereto in the spaces provided in their introductory paragraph. Please email a fully signed copy of the attached Amendment to my assistant, Heather Kapeller, at [hkapeller@cstmlaw.com](mailto:hkapeller@cstmlaw.com) for insertion into our electronic file.

July 22, 2011

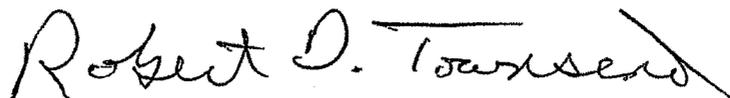
Page 2

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If you have any questions with regards to the attached Amendment, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in cursive script that reads "Robert D. Townsend". The signature is written in black ink and is positioned above the printed name.

Robert D. Townsend

RDT/hsk

Enclosures

cc: John Neilsen, Deputy Controller

Jill Bauer, Assistant

N:\Client\Ingham\Sheriff\Letters\Spyke re Amd No 1 to LE Svs Agr w Delhi Charter Twp.wpd

December 26, 2012

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated December 26, 2012 numbered 82744 thru 82862 & ACH 2331 thru 2352. Every invoice has a payment authorizing signature(s).

Dated: December 26, 2012

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

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated December 26, 2012 show payments made from the following funds:

General Fund	\$	95,539.21
Fire Fund		19,996.43
Police Fund		194,459.93
Fire Equip. & Apparatus Fund		19,189.52
Brownfield Redevelopment Fund		2,396.85
Downtown Development Fund		9,101.75
Sewer Fund		220,308.63
Trust & Agency Fund		4,187.62
Current Tax Fund		11,747.52
Grand Total	\$	<u>576,927.46</u>

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

Employee Flexible Spending Acct	\$	115.38
Current Tax Account	\$	11,747.52

Dated: December 26, 2012

\_\_\_\_\_  
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. (Irish Construction, \$179,172.52 for LSD Project 7/20/10) .

Dated: December 26, 2012

\_\_\_\_\_  
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 January 15, 2013 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated December 26, 2012, was reviewed, audited and approved.

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

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
POST DATES 12/26/2012 - 12/26/2012

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM	HEALTH INSURANCE JANUARY	227.22
DELTA DENTAL PLAN OF	DELTA DENTAL JANUARY	2,365.71
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	651.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	270.05
SBAM	HEALTH INSURANCE JANUARY	25,527.22
BOLLINGER INSURANCE	2013 SOFTBALL FIELD INSURANCE	300.00
MAHO	2013 MEMBERSHIP/LARNER	30.00
MAHO	1/17/2013 SEMINAR/LARNER	40.00
MMTA	2013 MMTA DUES/SWEET	50.00
MMTA	2013 MMTA DUES/STEWART	50.00
MMTA	2013 MMTA DUES/TEBEAU	50.00
SAFETY SYSTEMS, INC	ANNUAL FIRE ALARM/CSC	697.00
SAFETY SYSTEMS, INC	ANNUAL FIRE ALARM/SENIOR CTR	504.00
SAFETY SYSTEMS, INC	ANNUAL FIRE ALARM/VALHALLA	161.00
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JANUARY	878.04
INGHAM COUNTY TREASURER	2011 TWP OP	5,362.83
INGHAM COUNTY TREASURER	2011 INTEREST	195.09
INGHAM COUNTY TREASURER	2011 ADMIN	1,171.93
INGHAM COUNTY TREASURER	RENTAL REG ADJUSTMENTS	840.00
BONNIE HOLLERN	REFUND FOR TRIP TO CORNWELL'S	50.00
JOYCE SCHERRER	REFUND FOR TRIP TO CORNWELL'S	50.00
MABLE POST	REFUND FOR TRIP TO CORNWELL'S	50.00
	Total For Dept 000.00	39,521.82
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION S	SUBSCRIPTION/BACKGROUND	27.57
VERIZON WIRELESS	CELLULAR DECEMBER	49.75
WENDY L THIELEN	12/14/12 MILEAGE/THIELEN	74.60
	Total For Dept 171.00 MANAGER	151.92
Dept 191.00 ACCOUNTING		
OCE NORTH AMERICA DOC	METER CHARGES NOVEMBER	191.40
ABRAHAM & GAFFNEY, P.C.	NOVEMBER ACCOUNTING SERVICE	1,202.00
	Total For Dept 191.00 ACCOUNTING	1,393.40
Dept 215.00 CLERK		
VERIZON WIRELESS	CELLULAR DECEMBER	49.75
	Total For Dept 215.00 CLERK	49.75

Dept 228.00 INFORMATION TECHNOLOGY

AD-INK & TONER SUPPLY	INK CARTRIDGE-HP895	19.99
AD-INK & TONER SUPPLY	3 INKJET CARTRIDGES	49.98
VERIZON WIRELESS	CELLULAR DECEMBER	49.75
JAMES E FELTON	9/18-12/19/2012 MILEAGE/FELTON	24.98
DELL MARKETING L.P.	DELL OPTIPLEX 9010 COMPUTER	2,628.90
HP ENTERPRISE SERVICES	MS WIN8 PRO 64 BIT MEDIA DVD	21.77
HP ENTERPRISE SERVICES	MS WIN7 PRO,SP1 MEDIA DVD	21.77
PC WORLD	12 ISSUES PC WORLD	24.95
Total For Dept 228.00 INFORMATION TECHNOLOGY		2,842.09

Dept 253.00 TREASURERS

LORI CURTIS	MILEAGE 11/13-12/13/12/CURTIS	37.40
BARBARA A STEWARD	1/10-12/21/2012 MILEAGE/STEWART	69.15
Total For Dept 253.00 TREASURERS		106.55

Dept 257.00 ASSESSING

LANSING ICE & FUEL CO	GASOLINE-ASSESSING	43.40
THRUN LAW FIRM, P.C.	LEGAL FEES NOVEMBER	9,164.73
FRISCHMAN APPRAISAL	PERSONAL PROPERTY RSDC	1,200.00
VERTALKA & VERTALKA, INC.	APPRAISAL FEES	7,000.00
VERTALKA & VERTALKA, INC.	APPRAISAL SERVICES	4,500.00
Total For Dept 257.00 ASSESSING		21,908.13

Dept 262.00 ELECTIONS

DBI BUSINESS INTERIORS	2 BOXES BLUE LABELS	37.98
PRINTING SYSTEMS, INC.	BALLOT SLEEVES & POUCHES	390.55
Total For Dept 262.00 ELECTIONS		428.53

Dept 265.00 BUILDING & GROUNDS

LANSING ICE & FUEL CO	GASOLINE-BUILDING & GROUNDS	69.38
KEYSTONE DESIGN GROUP	CSC WINDOW TREATMENTS	218.75
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
VERIZON WIRELESS	CELLULAR DECEMBER	12.59
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	527.20
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	293.00
Total For Dept 265.00 BUILDING & GROUNDS		2,095.92

Dept 276.00 CEMETERY

LANSING ICE & FUEL CO	GASOLINE-CEMETERY	113.70
HUBBELL, ROTH & CLARK, INC	CEMETERY PLOT STAKING FLAGS	16.45
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	65.00
VERIZON WIRELESS	CELLULAR DECEMBER	12.59
WESCO DISTRIBUTION, INC	OVERHEAD DOOR/MAPLE RIDGE	30.38
Total For Dept 276.00 CEMETERY		238.12

Dept 281.00 STORMWATER

LANSING ICE & FUEL CO	GASOLINE-STORMWATER	48.18
Total For Dept 281.00 STORMWATER		48.18

Dept 446.00 INFRASTRUCTURE

CONSUMERS ENERGY	CHANGE ST LIGHT/WASHINGTON	856.00
CONSUMERS ENERGY	2 ST LIGHTS AT HOLT & KAHRES	200.00
Total For Dept 446.00 INFRASTRUCTURE		1,056.00

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT

LANSING ICE & FUEL CO	GASOLINE-COMMUNITY DEV	169.90
THRUN LAW FIRM, P.C.	LEGAL FEES NOVEMBER	147.00
VERIZON WIRELESS	CELLULAR DECEMBER	202.21
DELHI TOWNSHIP TREASURER	SEWER 1953 ADELPHA	17.25
BOARD OF WATER & LIGHT	WATER 1953 ADELPHA	16.26
DISCOUNT CARPET	FLOORING/1953 ADELPHA	1,059.96
DISCOUNT CARPET	CARPET & PAD/1953 ADELPHA	679.46
MARK WOODMAN PLUMBING	PLUMBING/HEATING/1953 ADELPHA	2,891.29
QUALITY FIRST MAID SERVICE	FINAL CLEANING/1953 ADELPHA	55.00
OCE NORTH AMERICA DOC	METER CHARGES NOVEMBER	136.43
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		5,374.76

Dept 752.00 PARKS ADMINISTRATION

VERIZON WIRELESS	CELLULAR DECEMBER	81.20
Total For Dept 752.00 PARKS ADMINISTRATION		81.20

Dept 771.00 PARKS

LANSING ICE & FUEL CO	GASOLINE-PARKS	109.56
ACE HARDWARE	4 MISC. MDSE.	3.68
AMERICAN RENTAL	PORTABLE TOILET	70.00
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	150.00
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	206.80
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	37.44
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	13.20
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	13.00
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	104.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	36.75
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	32.50
ACE HARDWARE	PLASTIC HEAD/KEY/3 BRUSHES	13.15
ACE HARDWARE	32" STIK REACHER	18.99
SAFETY SYSTEMS, INC	QTR MONITORING/SENIOR CENTER	90.00
WESCO DISTRIBUTION, INC	3 LAMPS	15.48
WESCO DISTRIBUTION, INC	12 LAMPS	269.28
BRADY LAWN EQUIPMENT	PARTS	70.51
CARQUEST THE PARTS PLACE	SPARK PLUGS/12 CARB CLEANERS	35.60
CARQUEST THE PARTS PLACE	SPARK PLUGS/ALL PROTECT/OIL	41.61
CARQUEST THE PARTS PLACE	2 QTS 20W-50 OIL	11.58
SPARTAN DISTRIBUTORS	AIR & FUEL FILTERS/FREIGHT	97.19
SPARTAN DISTRIBUTORS	OIL, HYDRAULIC, AIR FILTERS	233.68
Total For Dept 771.00 PARKS		1,674.00

Dept 774.00 RECREATION		
SCOTT R. BLANKENSHIP	BASKETBALL OFFICIAL	225.00
JEFF BRYAN	HOCKEY & BASKETBALL OFFICIAL	320.00
SCOTT DYKEMA	FLOOR HOCKEY OFFICIAL	60.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
STEVEN E. ROGERS	HOCKEY & BASKETBALL OFFICIAL	210.00
HOLT PUBLIC SCHOOLS	TREE LIGHTING SONG BOOKS	110.00
SAM'S CLUB DIRECT	2 CANDY CANES	15.96
SAM'S CLUB DIRECT	6 HOT CHOCOLATE	43.68
	Total For Dept 774.00 RECREATION	<u>1,084.64</u>

Dept 850.00 OTHER FUNCTIONS		
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	565.72
THRUN LAW FIRM, P.C.	LEGAL FEES NOVEMBER	1,015.80
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
INGHAM COUNTY TREASURER	PRE ADMIN CHANGES	381.42
INGHAM COUNTY TREASURER	TWP OP, FIRE, POLICE, ADMIN, INTER	15,332.26
	Total For Dept 850.00 OTHER FUNCTIONS	<u>17,484.20</u>

Total For Fund 101 GENERAL FUND 95,539.21

Fund 206 FIRE FUND

Dept 000.00		
DELTA DENTAL PLAN OF	DELTA DENTAL JANUARY	1,564.91
DELTA DENTAL PLAN OF	DELTA DENTAL JANUARY	80.89
SBAM	HEALTH INSURANCE JANUARY	10,862.61
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JANUARY	510.97
INGHAM COUNTY TREASURER	2011 FIRE	2,705.19
	Total For Dept 000.00	<u>15,724.57</u>

Dept 336.00 FIRE DEPARTMENT		
BARYAMES CLEANERS	UNIFORM CLEANING	203.23
LANSING ICE & FUEL CO	GASOLINE-FIRE	1,035.73
FIRST DUE FIRE SUPPLY CO.	3 FIRE JACKETS	589.96
LIFEGAS LLC	CYLINDER RENTAL	17.10
LIFEGAS LLC	OXYGEN	193.87
SPARROW OCC HEALTH SERV	PHYSICALS	636.24
PENGUIN MANAGEMENT, INC.	561 CALLS BEYOND ALLOWANCE	106.59
VERIZON WIRELESS	CELLULAR DECEMBER	241.25
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	34.39
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	32.50
ACE HARDWARE	16 MISC. MDSE.	5.84
ACE HARDWARE	2 PANEL LITES	17.98
ACE HARDWARE	2 PANEL LITES	17.98
ADP SCREENING & SELECTION S	BACKGROUND CHECKS	103.39
ACE HARDWARE	FAUCET EXTENDER/6 MISC. MDSE.	24.53
ACE HARDWARE	TUBE SPACKLE/PUTTY KNIFE	6.28
FOREMOST PROMOTIONS	500 PENCILS/1,000 FIRE HATS	1,005.00
	Total For Dept 336.00 FIRE DEPARTMENT	<u>4,271.86</u>

Total For Fund 206 FIRE FUND 19,996.43

## Fund 207 POLICE FUND

Dept 000.00

INGHAM COUNTY TREASURER	2011 POLICE	2,705.19
Total For Dept 000.00		2,705.19

Dept 301.00 POLICE

ROBERT J. ROBINSON, ATTN	MOTOR VEH ORD NOVEMBER	1,205.00
INGHAM COUNTY TREASURER	POLICE CONTRACT DECEMBER	190,549.74
Total For Dept 301.00 POLICE		191,754.74

Total For Fund 207 POLICE FUND	194,459.93
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## Fund 211 FIRE EQUIP. &amp; APPARATUS FUND

Dept 000.00

OAKLAND COMM COLLEGE	PARAMEDIC INSTRUCTOR COURSE	1,500.00
INGHAM COUNTY TREASURER	2011 FETA	901.73
Total For Dept 000.00		2,401.73

Dept 339.00 EQUIPMENT &amp; APPARATUS

FIRE SERVICE MANAGEMENT	CLEANING BUNKER GEAR	169.99
FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING	48.77
COMMUNICATIONS SERVICES	RADIO REPAIR	121.00
FIRST DUE FIRE SUPPLY CO.	UPGRADE SPOT LITEBOX/VALVE KIT	327.00
PLASTICS ENGINEERING	1 CPAP RECALIBRATION & FREIGHT	200.00
WEST SHORE FIRE INC	PARTS & LABOR/SCBA	24.75
ACE HARDWARE	6 FLUR BULBS/AMBULANCE	59.94
CARQUEST THE PARTS PLACE	2 WIPER BLADES/#21	12.58
CENTRAL MI KENWORTH/FORD	LABOR FOR MISS FIRE REPAIR/#204	541.17
CENTRAL MI KENWORTH/FORD	ALTERNATOR ASY & LABAOR/#204	614.20
FRANKIE D'S AUTO & TRUCK	REMON CLUSTER/WHEEL BEARING	880.00
INGHAM COUNTY TREASURER	2010 FETA	1,153.44
ACROSS THE STREET PROD	BLUE CARD TRAIN THE TRAINER	4,000.00
DELL MARKETING L.P.	OPTIPLEX 9010 PC W/MONITOR	4,794.00
DIGITAL COMBUSTION, INC.	DIGITAL STUDIO PROGRAM	3,801.00
FIREHOUSE MAGAZINE	2 YR SUBSCRIPTION/ROYSTON	39.95
Total For Dept 339.00 EQUIPMENT & APPARATUS		16,787.79

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	19,189.52
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## Fund 243 BROWNFIELD REDEVELOPMENT AUTH

Dept 000.00

CAPITAL AREA DISTRICT LIBR	TIM DONUT MTT BRNFLD	132.64
CATA	TIM DONUT MTT BRNFLD	253.73
INGHAM COUNTY TREASURER	TIM DONUT MTT DD BRNFLD	811.39
INGHAM COUNTY TREASURER	2010 BROWNFIELD	226.70
INGHAM COUNTY TREASURER	2011 BROWNFIELD	139.65
ING INTERMEDIATE SCHOOL	TAX REFUND/TIM DONUT MTT	509.08
LANSING COMM COLLEGE	TIM DONUT MTT BRNFLD	323.66
Total For Dept 000.00		2,396.85

Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH	2,396.85
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## Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

## Dept 000.00

DELHI DDA OR HELEN C	SALES TAX CREDIT	(4.68)
DELTA DENTAL PLAN OF	DELTA DENTAL JANUARY	78.52
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	15.82
SBAM	HEALTH INSURANCE JANUARY	607.63
SAFETY SYSTEMS, INC	ANNUAL FIRE ALARM	504.00
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JANUARY	23.56
INGHAM COUNTY TREASURER	2011 DDA	2,269.44
Total For Dept 000.00		<u>3,494.29</u>

## Dept 728.00 DDA ADMINISTRATION

WOLVERINE ENGINEERS	SECTION 24 MAP OF DESCRIPTIONS	300.00
HELEN C HARRISON	11/12-12/20/2012 MILEAGE	28.86
WESCO DISTRIBUTION, INC	FLAG POLE LIGHT/DDA	102.90
ADP SCREENING & SELECTION S	BACKGROUND CHECKS	32.63
DELHI DDA OR HELEN C	LUNCH/HAAS & MILLER	25.58
DELHI DDA OR HELEN C	LUNCH/HAAS & EXEC.COMMITTEE	52.58
DELHI DDA OR HELEN C	LUNCH/COMLINK	39.55
DELHI DDA OR HELEN C	NOTARY FILING FEE/UNDERHILL	20.00
Total For Dept 728.00 DDA ADMINISTRATION		<u>602.10</u>

## Dept 729.00 DDA MARKETING &amp; PROMOTION

CHARLES GRINNELL	27 HOURS @ \$22/GRINNELL	594.00
CHARLES GRINNELL	MILEAGE 3//6-11/16/2012/GRINNELL	44.40
Total For Dept 729.00 DDA MARKETING & PROMOTION		<u>638.40</u>

## Dept 731.00 DDA INFRASTRUCTURE PROJECTS

ACE HARDWARE	12 MISC. MDSE./1 SPRAY PAINT	10.37
ACE HARDWARE	TIMER/SUPER GLUE/7 SCREW EYES	22.71
BRONNER'S CHRISTMAS	60) 27" ADJ BANDS/LIGHT POLE	193.35
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		<u>226.43</u>

## Dept 850.00 OTHER FUNCTIONS

LANSING ICE & FUEL CO	GASOLINE-DDA	121.41
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERV/SHERIFF & DDA	420.00
VERIZON WIRELESS	CELLULAR DECEMBER	12.59
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	105.80
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	24.61
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	28.38
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	13.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	34.25
INGHAM COUNTY TREASURER	2010 DDA	3,250.49
Total For Dept 850.00 OTHER FUNCTIONS		<u>4,140.53</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		<u><u>9,101.75</u></u>
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## Fund 590 SEWAGE DISPOSAL SYSTEM

## Dept 000.00

ALLEN EDWIN HOMES	Basic Service Charge	46.75
ALLEN EDWIN HOMES	Basic Service Charge	8.50
BOWERS, E J	Basic Service Charge	15.60
COOLMAN, TRINA	Basic Service Charge	17.25
DEUBEL, TREI	Sewer Usage	5.89
DRAUER, DAVID	Basic Service Charge	25.75
MCHUGH, TERENCE & LORNA	Basic Service Charge	25.75
MIDWEST BRIDGE CO	Basic Service Charge	13.00
OXENDALE, MICHAEL	Sewer Usage	22.00
RESOURCE TITLE NATIONAL	Basic Service Charge	26.00
SCHAFFER, R	Basic Service Charge	32.63
SULLIVAN, ROSEMARY	Basic Service Charge	21.50
VERIZON WIRELESS	ACCTS RECEIVABLE-GENERAL	99.99
SBAM	HEALTH INSURANCE JANUARY	415.52
DELTA DENTAL PLAN OF	DELTA DENTAL JANUARY	1,650.81
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	352.98
SBAM	HEALTH INSURANCE JANUARY	15,891.83
SAFETY SYSTEMS, INC	ANNUAL FIRE ALARM/MAINTENANCE	483.00
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JANUARY	495.43
	Total For Dept 000.00	19,650.18

## Dept 548.00 ADMINISTRATION &amp; OVERHEAD

THRUN LAW FIRM, P.C.	LEGAL FEES NOVEMBER	718.30
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	718.30

## Dept 558.00 DEPT OF PUBLIC SERVICE

LANSING ICE & FUEL CO	GASOLINE-DPS	1,574.50
AVERY OIL & PROPANE	WINTER DIESEL/GENERATORS	1,557.78
BARYAMES CLEANERS	UNIFORM DRYCLEANING	63.49
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
AIRGAS USA, LLC	CYLINDER RENTAL	127.45
CARQUEST THE PARTS PLACE	2 JIMMY BARS/MANHOLES	55.71
RESORT BEAR CREEK FIRE	14 VHF RADIO'S & CHARGERS	1,000.00
FISHER SCIENTIFIC	EXPLOSION PROOF REFRIGERATOR	3,656.92
FISHER SCIENTIFIC	FUEL SURCHARGE	60.33
FISHER SCIENTIFIC	HAZERDOUS MATERIAL CHARGE	22.50
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALS LABORATORY GROUP	IPP - CULLIGAN	550.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	75.55
UNITED PARCEL SERVICE	SHIPPING CHARGES	40.93
GRANGER CONTAINER SERV	MONTHLY SCREEN DEBRIS DISPOS	775.00
GRANGER CONTAINER SERV	MONTHLY DUMPSTER SERVICE	227.21
USA MOBILITY WIRELESS, INC.	PAGER SERVICE	55.80
VERIZON WIRELESS	CELLULAR DECEMBER	297.72
COMCAST	HIGH SPEED INTERNET/POTW	121.90
COMCAST	HIGH SPEED INTERNET/MAINT	121.90
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	72.00
BOARD OF WATER & LIGHT	WATER 3505 HOLT	76.66
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	134.80

BOARD OF WATER & LIGHT	WATER 4280 DELL	680.47
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	165.41
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	146.50
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	82.94
WESCO DISTRIBUTION, INC	BAY LIGHT BULBS/MAINT	97.74
WESCO DISTRIBUTION, INC	EXPLOSION PROOF ROOM/MAINT	20.25
DU BOIS-COOPER ASSOCIATE	OIL CAVITY PLUG	72.00
DU BOIS-COOPER ASSOCIATE	COPPER SEAL GASKET/PLUG	240.00
CATHEY COMPANY	6 FILTERS & FREIGHT	392.62
ACE HARDWARE	8 MISC. MDSE.	7.08
MICHIGAN PIPE & VALVE	INDUCTION CLAMP/GREEN TRACER	495.40
MICHIGAN PIPE & VALVE	CREDIT	(170.40)
XYLEM WATER SOLUTIONS	9" MEMBRANE DEFUSER	4,500.00
XYLEM WATER SOLUTIONS	DEFUSER LUBRICANT	290.00
XYLEM WATER SOLUTIONS	FREIGHT	73.24
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	260.00
ALTA EQUIPMENT COMPANY	FORK TRUCK INSPECTION	191.00
W. W. WILLIAMS	REPAIR TRANSFER SWITCH/LS	741.00
CARQUEST THE PARTS PLACE	6 ANTI FREEZE	73.26
INTERSTATE BATTERIES OF	BATTERY/UNIT #6	103.95
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		20,377.29

Dept 578.01 CAPITAL IMPROVEMENTS

SOIL & MATERIALS ENGINEERS	LIFT STATION D IMPROVEMENTS	390.34
IRISH CONSTRUCTION COMP	LSD PROJ-POTW/FM/LSD PYMT 20	179,172.52
Total For Dept 578.01 CAPITAL IMPROVEMENTS		179,562.86

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 220,308.63

Fund 701 TRUST & AGENCY FUND

Dept 000.00

INGHAM COUNTY TREASURER	TRAILER PARK FEES NOVEMBER	2,150.00
AFLAC	WITH DEDUCT-AFLAC DISABILITY	635.96
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	WITH DEDUCT-AFLAC ACCIDENT	504.48
AFLAC	WITH DEDUCT-AFLAC SICKNESS I	307.02
AFLAC	WITH DEDUCT-AFLAC CANCER	467.40
TRACY L. C. MILLER	AFLAC_DDC (FSA)	115.38
Total For Dept 000.00		4,187.62

Total For Fund 701 TRUST & AGENCY FUND 4,187.62

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

BLEHM, JOYCE	REFUNDS DUE TAXPAYERS	4.07
BRZEZINSKI, JEROME & PAULA	REFUNDS DUE TAXPAYERS	5.00
CIT FINANCIAL LLC	REFUNDS DUE TAXPAYERS	107.49
CORELOGIC	REFUNDS DUE TAXPAYERS	285.11
CORELOGIC	REFUNDS DUE TAXPAYERS	872.76
CORELOGIC	REFUNDS DUE TAXPAYERS	16.99
DART BANK	REFUNDS DUE TAXPAYERS	1,690.96

SMITH, SCOTT	REFUNDS DUE TAXPAYERS	52.24
TRI TITLE AGENCY LLC	REFUNDS DUE TAXPAYERS	37.88
VANGUARD TITLE INSURANCE	REFUNDS DUE TAXPAYERS	35.73
WELLS FARGO	REFUNDS DUE TAXPAYERS	1,141.24
WELLS FARGO	REFUNDS DUE TAXPAYERS	876.26
WELLS FARGO	REFUNDS DUE TAXPAYERS	850.03
WELLS FARGO	REFUNDS DUE TAXPAYERS	926.97
WELLS FARGO	REFUNDS DUE TAXPAYERS	33.40
WELLS FARGO	REFUNDS DUE TAXPAYERS	592.92
WELLS FARGO	REFUNDS DUE TAXPAYERS	867.51
WELLS FARGO	REFUNDS DUE TAXPAYERS	2,149.18
WELLS FARGO	REFUNDS DUE TAXPAYERS	1,118.07
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	15.00
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	12.50
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	11.24
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	17.50
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	9.98
WINDMILL MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	17.49
	Total For Dept 000.00	<u>11,747.52</u>
	Total For Fund 703 CURRENT TAX ACCOUNT	<u><u>11,747.52</u></u>
	Total For All Funds:	<u><u>576,927.46</u></u>

January 8, 2013

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated January 8, 2013 numbered 82863 thru 82949 & ACH 2353 thru 2366. Every invoice has a payment authorizing signature(s).

Dated: January 8, 2013

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

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated January 8, 2013 show payments made from the following funds:

General Fund	\$	156,661.22
Fire Fund		2,615.18
Fire Equip. & Apparatus Fund		1,768.22
Downtown Development Fund		16,092.70
Sewer Fund		71,848.58
Trust & Agency Fund		215.00
Current Tax Fund		46,082.49
Grand Total	\$	<u>295,283.39</u>

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

Current Tax Account	\$	46,082.49
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Dated: January 8, 2013

\_\_\_\_\_  
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. (Ingham Co. Dept. of Transportation & Roads \$87,532.76 For Street Improvements/Dunkel Rd. & Ivywood Subdivision, 9/18/12, Perfitt Excavating, Inc. \$18,205.00 for Washigton Woods Sidewalk, 7/17/12 ).

Dated: January 8, 2013

\_\_\_\_\_  
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 January 15, 2013 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_ yes votes and \_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated January 8, 2013, was reviewed, audited and approved.

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

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
POST DATES 12/27/2012 - 01/08/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BANK OF AMERICA	REIMBURSEMENT BY MILLER	26.04
BANK OF AMERICA	REIMBURSEMENT BY MILLER	82.65
BANK OF AMERICA	REIMBURSEMENT BY MILLER	5.00
	Total For Dept 000.00	113.69
Dept 101.00 LEGISLATIVE		
HOLT ALLIANCE	2013 HOLT ALLIANCE DUES/TWP	130.00
VERIZON WIRELESS	CELLULAR DECEMBER	2.13
BANK OF AMERICA	OFFICIALS COURSE/SUP-TRUSTEE	596.00
BANK OF AMERICA	MTA CONFERENCE/TRUSTEES	608.00
DETROIT MARRIOTT@ THE REN	2013 MTA HOTEL/WARFIELD	447.99
DETROIT MARRIOTT@ THE REN	2013 MTA HOTEL/HARMON	447.99
	Total For Dept 101.00 LEGISLATIVE	2,232.11
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND	27.57
MICHIGAN LOCAL GOVERNMENT	MLGMA MEMBERSHIP/ELSINGA	110.00
MICHIGAN TOWNSHIPS ASSOC	MTA NEWS/VANDER PLOEG	30.00
MICHIGAN TOWNSHIPS ASSOC	MTA NEWS/THIELEN	30.00
BANK OF AMERICA	MPELRA REGISTRATION/THIELEN	90.00
BANK OF AMERICA	MTA CONF/VANDER PLOEG	279.00
	Total For Dept 171.00 MANAGER	566.57
Dept 191.00 ACCOUNTING		
ABRAHAM & GAFFNEY, P.C.	DEC ACCOUNTING SERVICES	1,527.00
	Total For Dept 191.00 ACCOUNTING	1,527.00
Dept 215.00 CLERK		
BANK OF AMERICA	MTA CONFERENCE/FINCH	279.00
BANK OF AMERICA	MTA CONFERENCE/HOPE	304.00
	Total For Dept 215.00 CLERK	583.00
Dept 228.00 INFORMATION TECHNOLOGY		
DELHI CHARTER TOWNSHIP-I.T.	9 DELL AS501 SOUND BARS	59.99
DELHI CHARTER TOWNSHIP-I.T.	NETWORK CABLES/FIRE	23.99
DELHI CHARTER TOWNSHIP-I.T.	HARD DRIVE CABLE	3.68
DELHI CHARTER TOWNSHIP-I.T.	ETHERNET SWITCH/FIRE	61.33
DELHI CHARTER TOWNSHIP-I.T.	VGA MSIIGD3/LP HD6450 1 G R	39.99
DELHI CHARTER TOWNSHIP-I.T.	CABLE & PHOTOSHOP II/CLERK	87.98
DELHI CHARTER TOWNSHIP-I.T.	19" MONITOR/KATHY	79.99

DELHI CHARTER TOWNSHIP-I.T.	UPGRADE LICENSE/SENIOR CTR	12.50
DELHI CHARTER TOWNSHIP-I.T.	5 VIDEO CARDS/FIRE	199.95
DELHI CHARTER TOWNSHIP-I.T.	DELL 19" MONITOR/FINCH	65.00
AD-INK & TONER SUPPLY	5 TONERS/ASSESS & MANAGER	488.95
APPLICATION SPECIALIST KOMP	ANTI SPAM & E-MAIL ANTI-VIRUS	270.00
MICROTECH SERVICES, INC.	CONTRACT MAINTENANCE	2,430.00
APPLICATION SPECIALIST KOMP	12/14/12 REVIEW OF SERVER	62.50
Total For Dept 228.00 INFORMATION TECHNOLOGY		3,885.85

Dept 253.00 TREASURERS		
BANK OF AMERICA	MTA CONFERENCE/TEBEAU	304.00
Total For Dept 253.00 TREASURERS		304.00

Dept 257.00 ASSESSING		
LANSING ICE & FUEL CO	GASOLINE ASSESSING	41.15
HALLAHAN AND ASSOCIATES	LEGAL FEES DECEMBER	75.48
MID-MI ASSOC OF ASSESSING	MMAAO 2013 DUES/WILSON	15.00
MID-MI ASSOC OF ASSESSING	MMAAO 2013 DUES/E TOBIAS	15.00
MID-MI ASSOC OF ASSESSING	MMAAO 2013 DUES/MUNSON	15.00
Total For Dept 257.00 ASSESSING		161.63

Dept 262.00 ELECTIONS		
HOLT POSTMASTER	POSTAGE DUE ACCOUNT	200.00
Total For Dept 262.00 ELECTIONS		200.00

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	66.90
ACE HARDWARE	2 EUREKA VACUUM BAGS/CSC	12.98
ACE HARDWARE	CREDIT/VACUUM BAGS-CSC	(12.98)
LOWE'S CREDIT SERVICES	2 VACUUM BAGS/CSC	11.38
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
OTIS ELEVATOR COMPANY	2013 ELEVATOR PM/CSC	828.36
METRONET LONG DISTANCE	LONG DISTANCE GENERAL	34.07
TDS METROCOM	LOCAL SERVICE DECEMBER	1,224.55
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	5,305.79
CONSUMERS ENERGY	GAS-2074 AURELIUS	1,979.02
BANK OF AMERICA	4 FLAGS/CSC	250.77
D & G EQUIPMENT INC	38" SHOVEL/CSC	49.95
D & G EQUIPMENT INC	YELLOW EMERGENCY LIGHT JD	64.70
ACE HARDWARE	TOILET SUPPLY LINE/LIBRARY	6.49
BOYNTON FIRE SAFETY SERV	FIRE SPRINKLER COMPRESSOR	1,882.50
BOYNTON FIRE SAFETY SERV	REPLACE SPRINKLER PIPE/CSC	814.18
FERGUSON ENTERPRISES, INC.	P/LITE EB HIGHLITE WHITE STOOL	284.45
FERGUSON ENTERPRISES, INC.	LITE TANK W SLONE PR FLUSH	550.19
FERGUSON ENTERPRISES, INC.	HANDICAP SEAT	51.64
FERGUSON ENTERPRISES, INC.	BOLT KIT FOR TOILET	6.79
FERGUSON ENTERPRISES, INC.	WAX RING KIT TO INSTALL TOILET	5.75
Total For Dept 265.00 BUILDING & GROUNDS		14,229.98

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE CEMETERY	109.64
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	30.00
	Total For Dept 276.00 CEMETERY	139.64

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE STORMWATER	46.46
	Total For Dept 281.00 STORMWATER	46.46

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 12/1/12-1/1/13	6,840.34
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	20,385.78
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	129.47
INGHAM CO. DEPT. OF TRANS	STREET IMPROVEMENTS	76,859.06
PERFITT EXCAVATING, INC	WASH WOODS SIDEWALK	18,205.00
	Total For Dept 446.00 INFRASTRUCTURE	122,419.65

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVEL	21.93
ASSOCIATED GOVERNMENT	AGS PAYROLL 10/16-11/15/2012	1,390.00
METRONET LONG DISTANCE	LONG DISTANCE COMMUNITY DEV	5.14
VERIZON WIRELESS	CELLULAR DECEMBER	60.55
TDS METROCOM	LOCAL SERVICE DECEMBER	96.82
BANK OF AMERICA	BULBS/GLOBE/LIGHT KIT/ADELPHA	64.15
BANK OF AMERICA	RANGE CORD-SUPPLIES/ADELPHA	51.93
BANK OF AMERICA	REF/DW//INSTALL KITS/ADELPHA	937.00
BANK OF AMERICA	RANGE/1953 ADELPHA	330.00
CONSUMERS ENERGY	ELECTRIC 1953 ADELPHA	20.54
CONSUMERS ENERGY	GAS 1953 ADELPHA	61.64
LUMBERTOWN OF HOLT	SHINGLES/1953 ADELPHA	28.03
LUMBERTOWN OF HOLT	HANDRAILS-BRACKETS/ADELPHA	20.76
LUMBERTOWN OF HOLT	ANCHORS/MASONARY BIT/DRILLBIT	39.89
BANK OF AMERICA	PROPERTY MAINT. CODE BOOKS	69.25
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	3,197.63

Dept 752.00 PARKS ADMINISTRATION		
METRONET LONG DISTANCE	LONG DISTANCE PARKS	2.20
VERIZON WIRELESS	CELLULAR DECEMBER	0.78
TDS METROCOM	LOCAL SERVICE DECEMBER	146.46
TDS METROCOM	SENIOR CENTER TELEPHONES	285.50
	Total For Dept 752.00 PARKS ADMINISTRATION	434.94

Dept 771.00 PARKS		
LANSING ICE & FUEL CO	GASOLINE PARKS	46.75
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE	93.01
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	22.24
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	33.04
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	226.36
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	803.50

CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	976.17
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	47.72
CONSUMERS ENERGY	GAS 2108 CEDAR	38.60
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	132.93
BANK OF AMERICA	1 FLAG/PARKS	59.95
	Total For Dept 771.00 PARKS	<u>2,480.27</u>

Dept 774.00 RECREATION		
CHARLES GRINNELL	HOMETOWN FESTIVAL/GRINNELL	110.00
BANK OF AMERICA	COOKIES/CSC TREE LIGHTING	166.77
	Total For Dept 774.00 RECREATION	<u>276.77</u>

Dept 850.00 OTHER FUNCTIONS		
MEDICAL MANAGEMENT SYS	AMBULANCE FEES COLLECTION	2,975.34
ENCOMPASS/EAP	JAN-MARCH EAP	248.00
RICOH USA, INC.	COPIER MAINT. AGREEMENT	535.44
BANK OF AMERICA	REFRESHMENTS/QTRLY MEETING	27.40
BANK OF AMERICA	WEB HOSTING	66.85
BANK OF AMERICA	WUFOO SUBSCRIPTION	9.00
	Total For Dept 850.00 OTHER FUNCTIONS	<u>3,862.03</u>

Total For Fund 101 GENERAL FUND 156,661.22

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
LANSING ICE & FUEL CO	GASOLINE FIRE	882.76
CHIEF OKEMOS COUNCIL- BSA	DUES/FD EXPLORER UNIT POST	295.00
MI ASSOC OF FIRE CHIEFS	2013 MAFC DUES/ROYSTON	120.00
ENCOMPASS/EAP	JAN-MARCH EAP	294.50
METRONET LONG DISTANCE	LONG DISTANCE FIRE	3.82
VERIZON WIRELESS	CELLULAR DECEMBER	170.37
TDS METROCOM	LOCAL SERVICE DECEMBER	56.18
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	82.73
CONSUMERS ENERGY	GAS 6139 BISHOP	274.69
ADP SCREENING & SELECTION	BACKGROUND CHECKS	35.13
BLOHM CREATIVE PARTNERS	DVD/FIRE PREVENTION	400.00
	Total For Dept 336.00 FIRE DEPARTMENT	<u>2,615.18</u>

Total For Fund 206 FIRE FUND 2,615.18

Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING	194.09
FIRST DUE FIRE SUPPLY CO.	FLASHLITE REPAIR	240.46
BANK OF AMERICA	TRAINING PROGRAM/BALL	72.60
BANK OF AMERICA	TRAINING PROGRAM/ROYSTON	15.00
BANK OF AMERICA	TV MOUNTING BRACKET	79.97
DELL MARKETING L.P.	OPTIPLEX 9010 PC W/MONITOR	1,166.10
	Total For Dept 339.00 EQUIPMENT & APPARATUS	<u>1,768.22</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 1,768.22

## Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

## Dept 728.00 DDA ADMINISTRATION

HOLT ALLIANCE	2013 HOLT ALLIANCE DUES/HAAS	130.00
MID-AMERICA ECON DEVEL	2013 MAEDC DUES/HAAS	300.00
ENCOMPASS/EAP	JAN-MARCH EAP	15.50
TDS METROCOM	LOCAL SERVICE DECEMBER	193.16
C. HOWARD HAAS	12/12/12 MILEAGE/HAAS	119.33
PAPER IMAGE PRINTING	500 BUSINESS CARDS/HAAS	58.05
BANK OF AMERICA	LUNCH/MC FADYEN & E. CURTIS	33.95
Total For Dept 728.00 DDA ADMINISTRATION		849.99

## Dept 729.00 DDA MARKETING &amp; PROMOTION

BLOHM CREATIVE PARTNERS	NOV 2012 WEB MAINT & HOSTING	545.00
CHARLES GRINNELL	20 HOURS @ \$22/GRINNELL	506.00
ACE HARDWARE	FLOOR WAX/2 MOP HEADS	98.97
MICHIGAN FOOD & FARMING	MIFMA CONFERENCE/GRINNELL	75.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		1,224.97

## Dept 731.00 DDA INFRASTRUCTURE PROJECTS

INGHAM CO. DEPT. OF TRANS	STREET IMPROVEMENTS-DUNKEL	10,673.70
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		10,673.70

## Dept 850.00 OTHER FUNCTIONS

LANSING ICE & FUEL CO	GASOLINE DDA	117.07
QUALITY FIRST MAID SERVICE	CLEANING SERV/SHERIFF & DDA	355.00
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	315.26
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	188.37
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	164.89
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	401.28
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	143.72
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS	68.96
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	972.43
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	153.07
CONSUMERS ENERGY	GAS-2045 CEDAR	328.23
CONSUMERS ENERGY	GAS-2150 CEDAR	135.76
Total For Dept 850.00 OTHER FUNCTIONS		3,344.04

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	16,092.70
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## Fund 590 SEWAGE DISPOSAL SYSTEM

## Dept 000.00

ONE SOURCE REALTY	Basic Service Charge	144.30
BANK OF AMERICA	SALES TAX	1.43
Total For Dept 000.00		145.73

## Dept 548.00 ADMINISTRATION &amp; OVERHEAD

ICS MARKETING SERVICES	JAN-MARCH SEWER BILL POSTAGE	7,190.07
ICS MARKETING SERVICES	DECEMBER SEWER BILLS	599.63
ENCOMPASS/EAP	JAN-MARCH EAP	162.75
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		7,952.45

Dept 558.00 DEPT OF PUBLIC SERVICE

BANK OF AMERICA	5 TONER CARTRIDGES	201.36
LANSING ICE & FUEL CO	GASOLINE DPS	1,518.20
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
BANK OF AMERICA	3 SPOTLIGHTS/POTW	109.97
ACE HARDWARE	6 BALES OF STRAW/POTW	21.00
BANK OF AMERICA	CYLINDER AIR STONE/AIR STONES	7.50
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	9,955.95
KEMIRA WATER SOLUTIONS	FERRIC CHLORIDE	5,057.40
ALS LABORATORY GROUP	INFLUENT	40.00
ALS LABORATORY GROUP	HG PMP	175.00
BANK OF AMERICA	SAFETY BOOTS/DIORKA	149.95
BANK OF AMERICA	CREDIT/SAFETY BOOTS	(149.95)
RED WING SHOES	SAFETY BOOTS/BRYANT	118.99
UNITED PARCEL SERVICE	SHIPPING CHARGES	78.10
GRANGER	4 CY SLUDGE	70.00
METRONET LONG DISTANCE	LONG DISTANCE DPS	6.78
VERIZON WIRELESS	CELLULAR DECEMBER	48.19
TDS METROCOM	LOCAL SERVICE DECEMBER	461.73
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	47.80
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	246.09
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	2,177.79
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	55.80
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	524.07
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	148.58
CONSUMERS ENERGY	ELECTRIC-4280 DELL	526.13
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	129.04
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	18,431.03
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	106.29
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	291.65
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	519.52
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	117.25
CONSUMERS ENERGY	GAS-3505 HOLT	17.32
CONSUMERS ENERGY	GAS-2481 DELHI COMM	14.50
CONSUMERS ENERGY	GAS 5961 MC CUE #4	1,536.06
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	4,951.81
CONSUMERS ENERGY	GAS-4280 DELL	119.45
CONSUMERS ENERGY	GAS-1988 WAVERLY	24.21
CONSUMERS ENERGY	GAS-1490 AURELIUS	439.31
CONSUMERS ENERGY	GAS-1492 AURELIUS	430.79
CONSUMERS ENERGY	GAS-1492 AURELIUS #A	174.77
STATE OF MICHIGAN	BIOSOLIDS LAND APPLICATION FEE	3,940.35
BANK OF AMERICA	(2) 1/2" TURN CYL. PACKING KIT/#6	23.80
BANK OF AMERICA	6 FLAGS/DPS	124.68
BANK OF AMERICA	FAUCET/LAB	169.00
BANK OF AMERICA	5 QTS OIL/SNOW PLOW	45.90
BANK OF AMERICA	HEADLIGHT/JOHN DEERE 955	48.25
LOWE'S CREDIT SERVICES	2 SHOVEL/3 SALTERS	285.82
BANK OF AMERICA	HEATER MOTOR FAN/HOLT L.S.	48.25

BANK OF AMERICA	TRANSCEIVER & FREIGHT	878.90
BANK OF AMERICA	GENERATOR #4 PARTS/POTW	105.46
BANK OF AMERICA	MOTOR & FAN GUARD/POTW	346.16
GRAINGER	2 PUMP COUPLERS	112.40
ACE HARDWARE	DRAIN PLUG/POTW	6.49
MORBARK, INC.	HYD TANK GAGE AND CAP	62.54
MORBARK, INC.	INNER AIR FILTER	27.99
MORBARK, INC.	OUTER AIR FILTER	44.83
MORBARK, INC.	SHIPPING	11.10
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	195.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	195.00
SIEMENS INDUSTRY, INC.	REPAIR GAS ANALYZER (ACTUAL)	2,664.00
SIEMENS INDUSTRY, INC.	REPLACED FLOW SWITCH	446.00
SIEMENS INDUSTRY, INC.	WTP BOILER INSP/N BOILER	464.00
BANK OF AMERICA	TAILGATE CLIP/UNIT 24	6.24
FRANKIE D'S AUTO & TRUCK	GASKET KIT/BOLT KIT/FUEL FILTER	741.00
FRANKIE D'S AUTO & TRUCK	LOF/#24	34.00
BANK OF AMERICA	WOOL HATS	412.45
BANK OF AMERICA	WOOL HATS	1,499.00
BANK OF AMERICA	WOOL HATS	1,499.00
BANK OF AMERICA	WORKSHOP/BRYANT-WALACAVAG	150.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		63,750.40

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 71,848.58

Fund 701 TRUST & AGENCY FUND

Dept 000.00

HOLT FOOD BANK	CASUAL FRIDAY DONATION	215.00
Total For Dept 000.00		215.00

Total For Fund 701 TRUST & AGENCY FUND 215.00

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

CAPITAL REAL ESTATE TAX	REFUNDS DUE TAXPAYERS	1,247.05
CAPITAL REAL ESTATE TAX	REFUNDS DUE TAXPAYERS	839.53
CORELOGIC	REFUNDS DUE TAXPAYERS	2,460.64
CORELOGIC	REFUNDS DUE TAXPAYERS	3,282.56
CORELOGIC	REFUNDS DUE TAXPAYERS	1,322.26
CORELOGIC	REFUNDS DUE TAXPAYERS	175.55
CORELOGIC	REFUNDS DUE TAXPAYERS	67.07
CORELOGIC	REFUNDS DUE TAXPAYERS	921.73
CORELOGIC	REFUNDS DUE TAXPAYERS	1,206.82
CORELOGIC	REFUNDS DUE TAXPAYERS	404.90
CORELOGIC	REFUNDS DUE TAXPAYERS	738.09
CORELOGIC	REFUNDS DUE TAXPAYERS	900.74
CORELOGIC	REFUNDS DUE TAXPAYERS	599.91
CORELOGIC	REFUNDS DUE TAXPAYERS	15.90
CORELOGIC	REFUNDS DUE TAXPAYERS	654.13
CORELOGIC	REFUNDS DUE TAXPAYERS	3,719.89
CORELOGIC	REFUNDS DUE TAXPAYERS	2,755.63
CORELOGIC	REFUNDS DUE TAXPAYERS	523.36

CORELOGIC	REFUNDS DUE TAXPAYERS	4.57
CORELOGIC	REFUNDS DUE TAXPAYERS	1,254.05
CORELOGIC	REFUNDS DUE TAXPAYERS	1,163.10
CORELOGIC	REFUNDS DUE TAXPAYERS	1,098.39
CORELOGIC	REFUNDS DUE TAXPAYERS	790.56
CORELOGIC	REFUNDS DUE TAXPAYERS	65.13
CORELOGIC	REFUNDS DUE TAXPAYERS	2,934.46
CORELOGIC	REFUNDS DUE TAXPAYERS	1,410.77
CORELOGIC	REFUNDS DUE TAXPAYERS	1,043.53
CORELOGIC	REFUNDS DUE TAXPAYERS	179.98
DTN ENTERPRISES LLC	REFUNDS DUE TAXPAYERS	4,688.71
LERETA	REFUNDS DUE TAXPAYERS	19.45
LERETA	REFUNDS DUE TAXPAYERS	2,686.26
LERETA	REFUNDS DUE TAXPAYERS	2.24
LERETA	REFUNDS DUE TAXPAYERS	1,970.24
MIDSTATE TITLE AGENCY LLC	REFUNDS DUE TAXPAYERS	39.06
QBE FIRST	REFUNDS DUE TAXPAYERS	2,633.86
QBE FIRST	REFUNDS DUE TAXPAYERS	2,003.64
WELLS FARGO REAL ESTATE	REFUNDS DUE TAXPAYERS	205.92
WILLIAMS, GLENN & AMELIA	REFUNDS DUE TAXPAYERS	52.81
	Total For Dept 000.00	<u>46,082.49</u>
	Total For Fund 703 CURRENT TAX ACCOUNT	<u><u>46,082.49</u></u>
	Total For All Funds:	<u><u>295,283.39</u></u>

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated December 20, 2012**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 104646 through 104680 & direct deposits numbers: DD14834 through DD14910. 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: December 20, 2012

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

**II. Payroll Report**

The December 20, 2012 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$67,020.46	\$17,936.87	\$49,083.59
Fire Dept. Fund	44,042.87	12,366.85	\$31,676.02
DDA	5,449.45	1,631.48	\$3,817.97
Sewer Fund/Receiving	34,524.41	9,896.34	\$24,628.07
<b>Total Payroll</b>	<b>\$151,037.19</b>	<b>\$41,831.54</b>	<b>\$109,205.65</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,761.50	\$5,386.77	\$28,085.14
Fire Dept. Fund	3,277.31	3,262.26	18,906.42
DDA	175.32	278.82	2,085.62
Sewer Fund/Receiving	2,496.20	3,141.00	15,533.54
<b>Total Payroll</b>	<b>\$10,710.33</b>	<b>\$12,068.85</b>	<b>\$64,610.72</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on December 20, 2012 and identified as follows:

**12/20 Net Pay Disbursement in Common Savings (\$109,205.65)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on January 15, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated December 20, 2012 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 January 3, 2013**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 104685 through 104711 & direct deposits numbers: DD14911 through DD14985. 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: January 3, 2013

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

**II. Payroll Report**

The January 3, 2013 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$66,968.08	\$19,069.74	\$47,898.34
Fire Dept. Fund	48,292.90	14,920.42	\$33,372.48
DDA	4,997.83	1,531.52	\$3,466.31
Sewer Fund/Receiving	37,940.77	11,316.11	\$26,624.66
<b>Total Payroll</b>	<b>\$158,199.58</b>	<b>\$46,837.79</b>	<b>\$111,361.79</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,777.34	\$9,254.71	\$33,101.79
Fire Dept. Fund	3,602.60	5,858.77	24,381.79
DDA	166.21	393.66	2,091.39
Sewer Fund/Receiving	2,752.54	5,603.23	19,671.88
<b>Total Payroll</b>	<b>\$11,298.69</b>	<b>\$21,110.37</b>	<b>\$79,246.85</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on January 3, 2013 and identified as follows:

**01/03 Net Pay Disbursement in Common Savings (\$111,361.79)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on January 15, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated January 3, 2013 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:** January 8, 2013

**RE:** Recommendation for Reappointment to the Building Board of Appeals

---

The appointment term of Building Board of Appeals member Cal Baxter expired January 1, 2013. Mr. Baxter has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Cal Baxter to the Building Board of Appeals for a three-year term effective January 15, 2013; expiring January 1, 2016.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** January 8, 2013

**RE:** Recommendation for Reappointment to the Housing Advisory and Appeals Board

---

The appointment term of Housing Advisory and Appeals Board member Cal Baxter expired January 1, 2013. Mr. Baxter has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Cal Baxter to the Housing Advisory and Appeals Board for a three-year term effective January 15, 2013; expiring January 1, 2016.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** January 8, 2013

**RE:** Recommendation for Reappointment to the Fire Code Board of Appeals

---

The appointment term of Fire Code Board of Appeals member Cal Baxter expires February 7, 2013. Mr. Baxter has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Cal Baxter to the Fire Code Board of Appeals for a three-year term effective February 7, 2013 and expiring February 7, 2016.**

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Resolution No. 2013-001 – 2013 Capital Improvement Bonds  
Authorizing Resolution – North Trail Connector Project

---

Enclosed for your review and approval is Resolution No. 2013-001, a “2013 Capital Improvement Bonds Authorizing Resolution – Charter Township of Delhi Not to Exceed \$1,200,000 2013 Capital Improvement Bonds.

During the past few years the DDA has invested over \$225,000 for engineering services to plan for and design the most feasible route for the extension of a non-motorized pathway that would connect to the City of Lansing’s River Trail. This non-motorized pathway is commonly referred to as the North Trail Connector.

As a portion of this effort we have applied for and received two very significant grants from both the Michigan Department of Natural Resources (\$300,000) and the Michigan Department of Transportation (\$1.44 million). These grant funds along with an approximate 10% contribution from the Township for the estimated \$3.3 million project require the bonding of only \$1.2 million, to be underwritten by the DDA, to finance the remainder of the project cost.

The DDA’s ability to underwrite this \$1.2 million bond issue is based upon expenditure reductions within the DDA’s FY 2013 and FY 2014 budgets. For FY 2013 the DDA reduced its financial support for services provided by the Department of Community Development from 50% to 25% or from approximately \$150,000 to \$75,000 per year. Then for FY 2014 we plan to reduce the DDA’s financial support for services provided by the Department of Public Services also by approximately \$75,000. Maintaining these reductions going forward will enable the DDA to support this \$1.2 million bond issue over the next 12 years.

Therefore, I recommend the Board adopt Resolution No. 2013-001 which authorizes the issuance of the Charter Township of Delhi 2013 Capital Improvement Bonds not to exceed \$1,200,000 for the purpose of funding the North Connector Trail.

#### **RECOMMENDED MOTION:**

**To adopt Resolution No. 2013-001 authorizing the issuance of the Charter Township of Delhi 2013 Capital Improvement Bonds not to exceed \$1,200,000 for the purpose of funding the North Trail Connector Project.**

**Resolution No. 2013 - 001**

**2013 Capital Improvement Bonds Authorizing Resolution – Charter Township of Delhi  
Not to Exceed \$1,200,000 2013 Capital Improvement Bonds**

A regular meeting of the Township Board of the Charter Township of Delhi, Ingham County, Michigan (the "Township"), was held in the Delhi Community Services Center, 2074 Aurelius Road, Holt, Michigan, in the Township, on Tuesday, the 15<sup>th</sup> day of January, 2013, at 7:30 o'clock in the evening.

Present:

Absent:

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

**WHEREAS**, the Township Board has previously reviewed and considered the acquisition and construction of certain capital improvements, including but not limited to acquiring, constructing and installing a non-motorized pathway/trail from Willoughby Road adjacent to Maple Ridge Cemetery north and easterly for approximately 2.5 miles to the intersection of Aurelius and Jolly Road, including hard surfacing, landscaping, boardwalks, bridges, railroad crossings, abutments and ancillary improvements, as well as all other necessary and related improvements, the acquisition of necessary rights in land, and engineering, bond issuance and financing costs (the "Project"), and now desires to authorize the issuance of bonds (the "Bonds") for the purpose of financing a portion of the cost of the Project; and

**WHEREAS**, the estimated cost of the Project, including contingency, legal, financing, bond issuance, administrative and engineering costs, is Three Million Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Two Dollars (\$3,299,262.00); and

**WHEREAS**, pursuant to the provisions of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (the "Act"), the Township has obtained qualified status from the Michigan Department of Treasury to issue the Bonds; and

**WHEREAS**, pursuant to Section 517 of the Act, the Township Board is authorized to issue the Bonds subject to the expiration of the referendum period of forty-five (45) days from the publication of the Notice of Intent to Issue Bonds as previously authorized by the Township Board, which referendum period has in fact expired without the filing of petitions seeking a referendum on the question of issuing bonds to finance a portion of the cost of the Project; and

**WHEREAS**, the cost of the Project is less than 5% of the state equalized value of the Township; and

**WHEREAS**, the Township Board is satisfied that the debt service on the Bonds can be defrayed within projected available funds in the Township's budget and from the general funds of the Township, as well as funds expected to be pledged to the Township by the Delhi Charter Township Downtown Development Authority (the "DDA") for the repayment of the Bonds, and that the Township Board has the authority within constitutional, statutory and charter tax rate limitations to levy sufficient taxes, if necessary, to pay the principal and interest on the Bonds authorized herein; and

**WHEREAS**, all things necessary to the authorization of said Bonds under the provisions of the Constitution and laws of the State of Michigan have been done and the Township Board is now empowered and desires to authorize the issuance of such Bonds and their delivery.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF DELHI THAT:**

Section 1. Declaration of Necessity. It is hereby determined to be necessary and advisable for the Township to acquire the Project for the use of the Township and its citizens and residents.

Section 2. Estimated Cost; Period of Usefulness. The total estimated cost of the Project, including the payment of the incidental expenses, which estimated cost is Three Million Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Two Dollars (\$3,299,262), is hereby approved and confirmed, and the estimated period of usefulness of the Project is determined to be not less than twelve (12) years.

Section 3. Authorization of Bonds. For the purpose of paying a portion of the cost of acquiring and constructing the Project, including the payment of engineers' fees, legal fees, financing costs, and contingencies, there shall be borrowed the sum of not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000), and that, in evidence thereof, there be issued the full faith and credit general obligation-limited tax, negotiable Bonds of the Township in the principal amount of not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000), the balance of the Township's portion of the Project costs to be paid from certain grant funds to be received by the Township and/or DDA, and, if necessary, funds on hand and available for that purpose.

Section 4. Bond Data. Said Bonds shall be designated 2013 CAPITAL IMPROVEMENT BONDS (GENERAL OBLIGATION-LIMITED TAX), shall be dated May 1, 2013, or date of delivery, shall be in a denomination or denominations of multiples of \$5,000 each and shall be numbered from 1 upwards.

The Bonds are to be registered to as principal and interest on the books kept by the Township, or its successor bank or trust company authorized under Michigan law to act as paying agent/registrar, for that purpose and shall be payable as to principal and interest to the registered holder at the registered address.

The Bonds will bear interest not exceeding six percent (6%) per annum, to be payable on May 1, 2014, and semiannually thereafter on November 1 and May 1 of each year until payment of the principal amount of such Bonds, which shall mature on November 1 of each year as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$100,000	2020	\$100,000
2015	100,000	2021	125,000
2016	100,000	2022	125,000
2017	100,000	2023	125,000
2018	100,000	2024	125,000
2019	100,000		

The Township Manager is authorized to adjust the maturity schedule and principal amounts pursuant to the recommendation of the Township's financial advisor.

Said Bonds shall be signed by the manual or facsimile signature of the Township Supervisor and countersigned by the manual or facsimile signature of the Township Clerk and shall have the corporate seal of the Township or facsimile thereof impressed thereon. The Bonds shall be held by the Township for delivery to the purchaser thereof.

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 for the Bonds will be considered for a price less than 99% of their par value.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at a bank or trust company authorized to do business in Michigan (the "Paying Agent" or "Bond Registrar"), or such successor bond registrar-paying agent as may be approved by the Township, 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 Township may designate additional co-bond registrars/paying agents within or without the State of Michigan as deemed desirable by the Township.

Mandatory Redemption - Term Bonds. The Bonds are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. However,

principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on November 1 of the year in which the Bonds are presently scheduled to mature. Each maturity of term Bonds and serial Bonds must carry the same interest rate. Any such designation must be made within twenty-four (24) hours of the Bond sale. When term Bonds are purchased by the Township 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 Township.

Optional Redemption. Bonds of this issue maturing in the years 2014 through 2020, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing on or after November 1, 2021, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, at par and accrued interest to the date fixed for redemption; no premium.

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

Book Entry. If requested by the 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 book entry form only, the Paying Agent shall comply with the terms of the Letter of Representations to be entered into among the Township, the Paying Agent 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 is hereby authorized and directed to enter into the Letter of Representations with DTC in such form as determined by the Township Manager, in consultation with bond counsel, to be necessary and appropriate. The Paying Agent is hereby authorized and directed to also enter into the Letter of Representations with DTC as agent for the Township. In the event the Township determines that the continuation of the system of book entry only transfers through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Township, the Township will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of bond certificates. In such event, the Township 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 interests 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.

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 Township 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 Township; 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.

If any Bond shall become mutilated, the Township, 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 Township, an indemnity satisfactory to the Paying Agent and the Township shall be given and the Township, 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.

Section 5. Execution of Bonds. The Township Supervisor and Township Clerk are hereby authorized and directed to execute said Bonds when issued and sold for and on behalf of the Township and affix the seal of the Township thereto. Upon the execution of said Bonds the same shall be delivered to the Township Manager or such other officer as shall be designated by the Township, who is hereby authorized and directed to deliver said Bonds to the purchaser thereof, as hereafter determined by the Township, upon receipt of the purchase price therefor.

Section 6. Security for Bonds; Lien. The Bonds shall be issued in anticipation of and payable by the Township as a first budget obligation from the general revenues of the Township, for the payment of which the Township has pledged its limited tax full faith and credit pursuant to the provisions of the Act, and as further described in the form of the Bonds which is included in Section 10 of this resolution. The Township further covenants and agrees that each year it will provide sufficient funds in its budget to pay such Bonds, and further that it will, if necessary, levy ad valorem taxes upon all taxable property within its boundaries in amounts which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay the debt service becoming due before the time of the following year's tax collections. Such taxes, however, must be levied by the Township within existing constitutional, statutory, and charter tax rate limitations. If at the time of making any annual tax levy there shall be funds on hand earmarked and set aside for the payment of said Bonds becoming due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

Section 7. Acquisition Funds. There shall be established and maintained an account in a bank or trust company to be named by the Township, designated 2013 CAPITAL PROJECT FUND (the "Project Fund"). All moneys received from the sale of the Bonds, except any accrued interest and premium, shall be deposited in the Project Fund to be used solely to defray the cost of acquiring, constructing and equipping of the Project, including any engineering, legal, architectural and expenses incident thereto.

Section 8. Bond and Interest Redemption Fund. There is hereby created a separate depository account to be kept in a bank located in the State of Michigan, and insured by the Federal Deposit Insurance Corporation, to be designated 2013 CAPITAL PROJECT GENERAL OBLIGATION LIMITED TAX DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. DEBT RETIREMENT FUND monies may be invested as authorized by law.

Section 9. Additional Bonds. Nothing contained in this Resolution shall be construed to prevent the Township from issuing additional bonds pursuant to the Act, or any other authority, to finance the construction of additions to the Project or any new capital improvements or projects within the scope of its corporate powers.

Section 10. Bond Form. The form and tenor of said bonds shall be substantially as follows:

[No.]  
**UNITED STATES OF AMERICA**  
**STATE OF MICHIGAN**  
**COUNTY OF INGHAM**  
**CHARTER TOWNSHIP OF DELHI**  
**2013 CAPITAL IMPROVEMENT BOND**  
**(GENERAL OBLIGATION-LIMITED TAX)**

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

REGISTERED OWNER:  
 PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Township"), 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 \_\_\_\_\_ 1, 2014, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ corporate trust office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books

of the Township kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Township 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.

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, 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.

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 One Million Two Hundred Thousand Dollars (\$1,200,000) issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and by resolutions duly adopted by the Township Board of the Township on January \_\_, 2013 and \_\_\_\_\_, 2013, for the purpose of authorizing the issuance of the Bonds by the Township.

The series of Bonds of which this is one is issued for the purpose of acquiring, constructing and installing certain non-motorized pathway/trail improvements in the Township.

#### OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2014 through 2020, 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 2021 and thereafter, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, 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 Township. Upon presentation and surrender of such Bonds at the principal 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 Township kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

IN WITNESS WHEREOF, the Charter Township of Delhi, County of Ingham, State of Michigan, has caused this Bond to be signed by the manual or facsimile signature of the Township Supervisor and countersigned by the manual or facsimile signature of the Township Clerk and the seal of the Township or a facsimile thereof to be impressed hereon, as of \_\_\_\_\_, 2013, 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

(SEAL)

Countersigned

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

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

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

\_\_\_\_\_  
\_\_\_\_\_, MICHIGAN  
PAYING AGENT

By  
Authorized Signatory

-----  
ASSIGNMENT

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

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

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

Signature Guaranteed:

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

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

Name and Address:

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Section 11. Negotiated Sale. The Township Board hereby determines that the process of soliciting bids for the Bonds by publishing a Notice of Sale in a publication as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than the process of obtaining bids through the distribution of a solicitation for bids or by negotiating the sale of the Bonds with a financial institution, and that such a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions. The Township Board hereby authorizes an Authorized Officer (defined below) to determine whether to solicit bids for the Bonds from banks and other financial institutions using the Solicitation for Bids form in substantially the form as attached hereto as Exhibit A, or negotiate the sale of the Bonds to a local bank or financial institution if an Authorized Officer determines that such a procedure is in the best interests of the Township.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such paragraph, section, clause or provision shall not affect any of the other provisions of this resolution. Section headings are inserted for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 13. Opinion. Bids 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.

Section 14. Tax Covenant. The Township Board hereby designates 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. In making said designation, the Township determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Township or entities which issue obligations on behalf of the Township during calendar year 2013 will not exceed \$10,000,000. The Township 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.

Section 15. Delegation of Authority. The Township Supervisor, Township Manager, Township Clerk, and/or Township Treasurer (each an "Authorized Officer") are further authorized to:

A. approve the sale of the Bonds by entering into a bond purchase/placement agreement with a bond purchaser, or by executing a sale order approving the sale of the Bonds, if the proposed terms of the sale of the Bonds are within the parameters established by this resolution and if the Authorized Officer is in receipt of the express written recommendation of the Township's financial consulting firm identified below to accept the proposed terms of the sale of the Bonds.

B. make application for municipal bond insurance if the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance, if purchased, shall be paid by the Township from Bond proceeds.

C. execute and deliver the Continuing Disclosure Agreement (the "Agreement"). When the Agreement is executed and delivered on behalf of the Township as herein provided, the Agreement will be binding on the Township and the officers, employees and agents of the Township, and the officers, employees and agents of the Township 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 Township, and shall be available for public inspection at the office of the Township. 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 Township to comply with its obligations under the Agreement.

D. if necessary, approve the circulation of a Preliminary Official Statement describing the Bonds, deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1), or, in the alternative, a Private Placement Memorandum related to the Bonds.

E. if necessary, appoint a paying agent for the Bonds.

F. take all other actions necessary and convenient to facilitate sale and delivery of the Bonds.

Section 16. Financial Consultant. The financial consulting firm of H.J. Umbaugh & Associates is hereby appointed as financial consultants to the Township with reference to the issuance of the Bonds herein authorized.

Section 17. Reimbursement. The advance payment for the Project is hereby approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Township shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

A. the date that is eighteen (18) months after the expenses are paid, or

B. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

Section 18. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Absent:

Resolution declared adopted.

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Evan Hope, Township Clerk  
Charter Township of Delhi

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Delhi, Ingham County, Michigan, at a regular meeting held on January 15, 2013, the original of which is a part of the Township Board's minutes and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan 1976, as amended.

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Evan Hope, Township Clerk  
Charter Township of Delhi

MDG/

**EXHIBIT "A"**

**OFFICIAL NOTICE OF SALE/SOLICITATION FOR BIDS**

**\$1,200,000**

**CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN**

**2013 CAPITAL IMPROVEMENT BONDS  
(GENERAL OBLIGATION-LIMITED TAX)**

**BIDS** for the purchase of the above bonds will be received by the undersigned at the \_\_\_\_\_, \_\_\_\_\_, Michigan on Tuesday, the \_\_\_\_ day of \_\_\_\_\_, 2013, until \_\_\_\_\_ o'clock, \_\_\_\_\_, Eastern Time, at which time and place said bids will be publicly opened and read. BIDS will also be received on the same date and the same hour by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where the bids will simultaneously be opened and read. Bidders may choose either location to present bids and good faith checks, but not at both locations. Bids will be awarded by \_\_\_\_\_ the same day.

**ELECTRONIC BIDS** may be presented via PARITY on the date and at the time shown above provided that such bidders must also use the financial surety bond as bid security as further provided herein. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 849-5021.

**FAXED BIDS:** Bidders may submit signed bids via facsimile transmission to the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0943 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0420. Bidders submitting bids by fax must satisfy the requirements of the Good Faith Deposit obligations described herein.

**BOND DETAILS:** Said bonds will be registered bonds, of the denomination of \$5,000 each or multiples thereof, dated May 1, 2013, or date of delivery, numbered in order of authentication from 1 upwards and will bear interest from their date payable on May 1, 2014, and semiannually thereafter.

Said bonds will mature on the 1st day of November as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$100,000	2020	\$100,000
2015	100,000	2021	125,000
2016	100,000	2022	125,000
2017	100,000	2023	125,000
2018	100,000	2024	125,000
2019	100,000		

**TERM BOND OPTION:** Bidders shall have the option of designating bonds maturing in the years 2014 through 2024, inclusive, as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2014 through 2024, inclusive, represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule for the years 2014 through 2024, inclusive, shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. A term bond may consist of bonds that are subject to optional redemption, or bonds that are not subject to optional redemption, but not both. Any such designation must be made within twenty-four (24) hours of the Bond sale.

**DTC BOOK-ENTRY-ONLY:** If requested by the initial purchaser, the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

**BOND REGISTRAR AND PAYING AGENT:** Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the "Bond Registrar" or "Paying Agent"), or such other Bond Registrar as the Township may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Bond Registrar. Interest shall be paid by check mailed to the owner as shown by the registration books of the Township as of the close of business on the 15th day of the month preceding any interest payment date. The Bonds will be transferable only upon the registration books of the Township kept by the Bond Registrar.

**PRIOR REDEMPTION:**

A. Mandatory Redemption.

Principal designated by the original Purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. 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.

B. Optional Redemption.

Bonds of this issue maturing in the years 2014 through 2020, 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 2021 and thereafter, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after November 1, 2020, 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.

**INTEREST RATE AND BIDDING DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding six percent (6.0%) per annum, to be fixed by the bids thereof. The interest on any one Bond shall be at one rate only, all Bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the Bonds or at a price less than 99% of their par value will be considered.

**PURPOSE AND SECURITY:** The Bonds are issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution of the Township Board adopted January 15, 2013, authorizing the issuance of the Bonds for the purpose of acquiring, constructing and installing certain non-motorized pathway/trail improvements in the Township. The bonds are limited tax general obligations of the Township, are a first budget obligation of the Township payable from general funds or taxes levied within appropriate constitutional, statutory, and charter tax rate limitations.

The rights or remedies of bond holders may be affected by bankruptcy laws or other creditor's rights legislation now existing or hereafter enacted.

**GOOD FAITH:** A cashier's check in the amount of \$\_\_\_\_\_ may be submitted contemporaneously with the bid or, in the alternative, a deposit in the amount of \$\_\_\_\_\_ shall be made by the winning bidder by federal wire transfer as directed by H.J. Umbaugh & Associates, to be received by the Issuer not later than noon, prevailing Eastern Time, on the

next business day following the award as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. Any award made to the low bidder is conditional upon receipt of the good faith deposit. The good faith deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Bonds shall be made at the closing. Good faith checks of unsuccessful bidders will be returned by overnight delivery for next day receipt sent not later than the first business day following the sale.

**AWARD OF BONDS:** The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from \_\_\_\_\_, 2013.

**LEGAL OPINION:** Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**DELIVERY OF BONDS:** The Township will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at a place to be designated by 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. If the bonds are not tendered for delivery by twelve o'clock, noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any day thereafter until delivery of the bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned, in which event the Township shall promptly return the good faith deposit. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the purchaser furnishes the Bond Registrar with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the purchaser.

**TAX MATTERS:** In the opinion of bond counsel, assuming continued compliance by the Township with certain requirements of the Internal Revenue Code of 1986, (the "Code") interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan except estate and inheritance taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Township has designated the Bonds as "**QUALIFIED TAX-EXEMPT OBLIGATIONS**" within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

**OFFICIAL STATEMENT:** Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the successful bidder with a reasonable number of final Official Statements. Such final Official Statements may be obtained without cost to the successful bidder from the financial consultant as set forth herein. The successful bidder agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within 24 hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the successful bidder at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**CONTINUING DISCLOSURE:** As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to the 180th day after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 2012, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

**CERTIFICATE REGARDING "ISSUE PRICE":** The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. In addition, if the successful bidder will obtain a municipal bond

insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**CUSIP** numbers will be imprinted on the Bonds at the expense of the Issuer. An improperly imprinted number or failure to print CUSIP numbers shall not constitute basis for the Purchaser to refuse to accept delivery of the Bonds. The Purchaser shall be responsible for requesting assignment of numbers and for the payment of any charges for the assignment of numbers. If the Purchaser requires CUSIP numbers on the Bonds, the Purchaser shall request assignment of CUSIP numbers for the Bonds and provide the numbers to H.J. Umbaugh & Associates and Thrun Law Firm, P.C., within forty-eight (48) hours of the bond sale.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**

**ENVELOPES** containing the bids should be plainly marked "Proposal for Charter Township of Delhi 2013 Capital Improvement Bonds".

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Township Clerk

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Resolution No. 2013-002 - Michigan Natural Resources Trust Fund Development Project Agreement – North Trail Connector Project

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Enclosed for your review and approval is Resolution No. 2013-002 which would approve the Michigan Natural Resources Trust Fund Development Project Agreement for the North Trail Connector Project. This Agreement is the final step in securing the matching grant funds the Township was awarded in conjunction with the North Trail Connector Project.

In 2007 the Delhi Township Board adopted a Non-Motorized Transportation Plan which planned for the construction of non-motorized pathways (trails) through Delhi Township with the goal of connecting north to the Lansing River Trail and eventually south to the Hayhoe Trail in Mason. In 2008 and 2009 we began and completed construction of the first portions of the trail from Holt Road to Willoughby Road and along Cedar Street between Dallas and Holbrook Drive.

This pathway will continue the trail, which ends at Willoughby Road, and extend it to the Lansing River Trail at the corner of Jolly and Aurelius Roads. The Lansing River Trail connects to Hawk Island Park, Potter Park Zoo, downtown Lansing, Old Town and through the MSU campus.

The estimated cost of the project is \$3,300,000 of which the Township received a Michigan Department of Natural Resources Trust Fund Grant for \$300,000 and a Michigan Department of Transportation Grant for over \$1,447,000. The remaining costs of the project will be primarily funded by the DDA through the sale of a \$1.2 million bond and an estimated 10% funding support from the Township which will satisfy the local match required by the MDNR grant.

Therefore, subsequent to the approval of the bond resolution (Resolution No. 2013-001), I recommend the Board adopt Resolution No. 2013-002 approving the Michigan Natural Resources Trust Fund Development Project Agreement securing grant funds the Township was awarded in conjunction with the North Trail Connector Project.

#### **Recommended Motion:**

**To adopt Resolution No. 2013-002 approving the Michigan Natural Resources Trust Fund Development Project Agreement for the North Trail Connector Project.**



## MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Thursday, January 10, 2013

RE: Michigan Department of Natural Resources Trust Fund – Grant Project Agreement

At the upcoming Board meeting on January 15<sup>th</sup> we will request that the Township Board take action to approve the Project Agreement between the Michigan Department of Natural Resources (MDNR) and the Township. This agreement solidifies MDNR's grant funding and details the Township's responsibilities, as they pertain to the implementation of the North Trail Connector. In order to execute the Project Agreement, we need all other funding sources, including our match, to be available. Assuming the Board takes action to authorize the bond issue at the same meeting, this objective will have been accomplished and we will be ready to move forward. One side note about the Project Agreement; you will likely notice that the start date listed in the Agreement is Nov. 21, 2012. This date is tied to the grant award authorization date and can't be changed by MDNR staff. However, the MDNR has assured us, in writing, that this is not a problem and that the project time frame can be extended at a later date if necessary. We don't currently expect that an extension will be needed.

The timing of action on the Grant Agreement is important, as it is a necessary step prior to finalizing the MDOT project approval. We currently have a Grade Inspection (the "GI") scheduled with the Michigan Department of Transportation (MDOT) during the week of January 21<sup>st</sup>. After the GI, the project plans will be finalized/approved and bids will be let by MDOT. We currently expect the bid letting to occur on May 3<sup>rd</sup>.

After the GI and final MDOT authorization, we will have another step that requires Board action. Specifically, we will need to enter into an Agreement with the Ingham County Department of Roads & Transportation (ICDRT) regarding the administration and implementation of the MDOT contract. While the ICDRT will be involved throughout project, they will essentially contract with us for the completion and implementation of the project. We will utilize C2AE, our engineering firm for this project, to perform construction implementation and oversight on our behalf. This arrangement has already been coordinated and is the same arrangement we had with the ICDRT for the first section of trail (also funded partially by MDOT). Staff will present the ICDRT agreement at an appropriate future date.

### Project History

The North Trail Connector project has been ongoing for many years. The desire for the trail was first officially memorialized in 2007 during the adoption of the Non-Motorized Transportation Plan. This document prioritized this connection to the Lansing River Trail as the first implementation goal. Shortly thereafter staff began working to determine feasible routing and a study was conducted that evaluated the four possible options for getting over/under I-96.

That study identified the current Sycamore Creek option as the best one. The Delhi Downtown Development Authority (DDA), working with the Department of Community Development, hired C2AE, Inc. to begin the process of designing what ended up being dubbed the "North Trail Connector". We asked the engineers to start the work at the I-96/Sycamore Creek crossing, since this was obviously the most critical component of the route.

Once it was determined that approval for this route could actually be obtained, we began the process of identifying funding. Both MDOT and MDNR encouraged us to apply to their grant programs. However, they encouraged us to implement the *entire route* between Willoughby Road and Jolly Road as a single project. Previous plans were to implement it in two phases, but the agencies felt that the funding levels and competitiveness of the applications would be more favorable if done as a single project.

We made application to MDOT and MDNR in 2010 and received notification in 2011 from both agencies that funding would be recommended and subsequently made available. Once funding was identified, we began working to finalize the design and begin engineering. This process has included everything from surveying; protected species impact analysis, wetland delineation, hydraulic studies, archaeological assessment, easement preparation/acquisition, engineering work and soil borings. While I'm sure that something is being left out from this list, I think that it is sufficient to say that *this has been a very complicated process*. We are now in the final "pre-construction" phase and are tying up the loose ends. Challenges continue to come up and are being dealt with, but at this point in time we have a high degree of confidence that the project can be implemented.

That said, we expect construction to begin this coming Spring/Summer. It is likely that some final punch-list items will remain at the end of the construction season. These items will be finalized in spring of 2014 and project closeout can then occur. We would expect that the vast majority of the trail could actually be open for use this coming fall. This construction project will be highly weather dependant, so if we have a dry summer like we did in 2012, the construction schedule could be accelerated. Unfortunately, the opposite could also occur.

I've attached a map of the final trail route for your review and consideration. Also attached is a resolution approving the MDNR Project Agreement. The resolution is in a required format that has been approved by the agency. The Project Agreement is also attached. However, there are

exhibits that are currently being finalized which will be attached before it is finally submitted (i.e. legal descriptions, etc.). If you have any questions, or need additional information, please do not hesitate to ask. Otherwise, I respectfully request that you forward this information, along with your concurrence, to the Township Board for their consideration and action at the next meeting. Thank you.

## North Trail Connector Project

<u>Project Expenditures</u>	<u>Paid to Date</u>	<u>Budgeted</u>	
1. Design Engineering costs	\$233,821.67	\$46,062.00	
2. Bidding Assistance Services		\$5,500.00	
3. Legal fees		\$15,000.00	
4. Financial Services/Bond Counsel fees		\$30,000.00	
5. Bond Advertisement costs		\$5,000.00	
6. Easement acquisition costs		\$30,000.00	- Assuming DE(1) is accepted (2)
7. Construction engineering		\$110,500.00	
8. Construction costs		\$2,900,000.00	- Range from \$2.7 to \$2.9 million (3)
9. Subtotal	\$233,821.67	\$3,142,062.00	
10. Project Contingency (5%)		\$157,200.00	
11. Total project costs	\$233,821.67	\$3,299,262.00	
<u>Project Funding</u>			
12. MDOT Grant Funding		\$1,447,170.88	- (4)
13. MDNR Grant Funding		\$300,000.00	
14. Bonded Funds		\$1,200,000.00	
15. Remaining Projected Local Match		\$352,091.12	- Some has already been incurred

(1) - DE = Design Exception through MDOT

(2) - Estimate at \$87,000 if DE is not accepted plus \$3,000 for appraisals

(3) - Dependant upon final approvals of Design Exceptions

(4) - Grant Application Construction Cost Opinion = \$2,894,341.75

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-002**

A Resolution to Accept the Terms of the Natural Resources Trust  
Fund Grant Project Agreement for the North Trail Connector  
Project

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 15<sup>TH</sup> day of January, 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by\_\_\_\_\_. Seconded by \_\_\_\_\_.

**WHEREAS**, Delhi Township has worked for many years on the project known as the “North Trail Connector” which will create an important non-motorized pathway between the existing Delhi Township trail and the southeast corner of Jolly and Aurelius Roads for connection to the Lansing River Trail, and

**WHEREAS**, the Township has been awarded a grant by the Michigan Department of Natural Resources (MDNR) in an amount equal to thirteen percent (13%) of Two Million Three Hundred Ninety-Four Thousand Four Hundred (\$2,394,400.00) dollars and not to exceed Three Hundred Thousand (\$300,000.00) dollars, and

**WHEREAS**, the Township is required to enter into a Project Agreement (the “Agreement”) with the MDNR which details the use of the grant funds and the actions which must be performed in order to be reimbursed by the State for eligible expenses.

**NOW, THEREFORE, BE IT RESOLVED;** that Delhi Charter Township, Michigan, does hereby accept the terms of the Agreement as received from the MDNR, and that the Township does hereby specifically agree, but no by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Two Million Ninety-Four Thousand Four Hundred (\$2,094,400.00) dollars to match the grant authorized by the MDNR, which includes One Million Four Hundred Forty Seven Thousand One Hundred Seventy and 88/100 (\$1,447,170.88) dollars of funding from the Michigan Department of Transportation which has been allocated by that Department for this project through the Act 51 Agency serving Ingham County.

2. To maintain satisfactory financial accounts, documents and records and to make them available to the MDNR for auditing at reasonable times.
3. To construct the North Trail Connector project and provide such funds, services and materials as may be necessary to satisfy the terms of the Agreement.
4. To regulate the use of the facility constructed and reserved under the Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth above in this Resolution.

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted on the date written above.

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Evan Hope, Township Clerk

**STATE OF MICHIGAN**                    }  
   }**ss**  
**COUNTY OF INGHAM**                 }

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 15<sup>th</sup> day of January, 2013.

**IN WITNESS THEREOF**, I have hereunto affixed my official signature this \_\_\_\_ day of January, 2013.

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Evan Hope, Township Clerk



**MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT**

**Project Number: TF11-064**

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**Project Title: North Trail Connector Development**

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This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **TOWNSHIP OF DELHI IN THE COUNTY OF INGHAM** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 283 of 2012, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **November 21, 2012**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF11-064** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through August 1, 2014**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
  - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND  
GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
PO BOX 30425  
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Site Demolition and Preparation

10' Asphalt Non-Motorized Trail

Wooden Boardwalks

Permit Fees

MNRTF Sign

6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Thirteen (13%) percent of Two Million Three Hundred Ninety-Four Thousand Four Hundred (\$2,394,400.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand (\$300,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at **Thirteen (13%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the

GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Million Ninety-Four Thousand Four Hundred (\$2,094,400.00) dollars** in local match. This sum represents **Eighty-Seven (87%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for

- purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.



the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of

this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of

the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
  - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_,  
date  
\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

SIGNED: WITNESSED

BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Print Name: \_\_\_\_\_

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

2) \_\_\_\_\_

Date: \_\_\_\_\_

Grantee's Federal ID#  
\_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED: WITNESSED

BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Steven J. DeBrabander

Title: Manager, Grants Management

2) \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
LEGAL DESCRIPTION OF THE PROJECT AREA**

APPENDIX B  
BOUNDARY MAP OF THE PROJECT AREA

**APPENDIX C**

**RECREATION GRANT APPLICATION TF11-064**

(incorporated herein by reference)

SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$ \_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_  
The following nay votes were recorded: \_\_\_\_\_

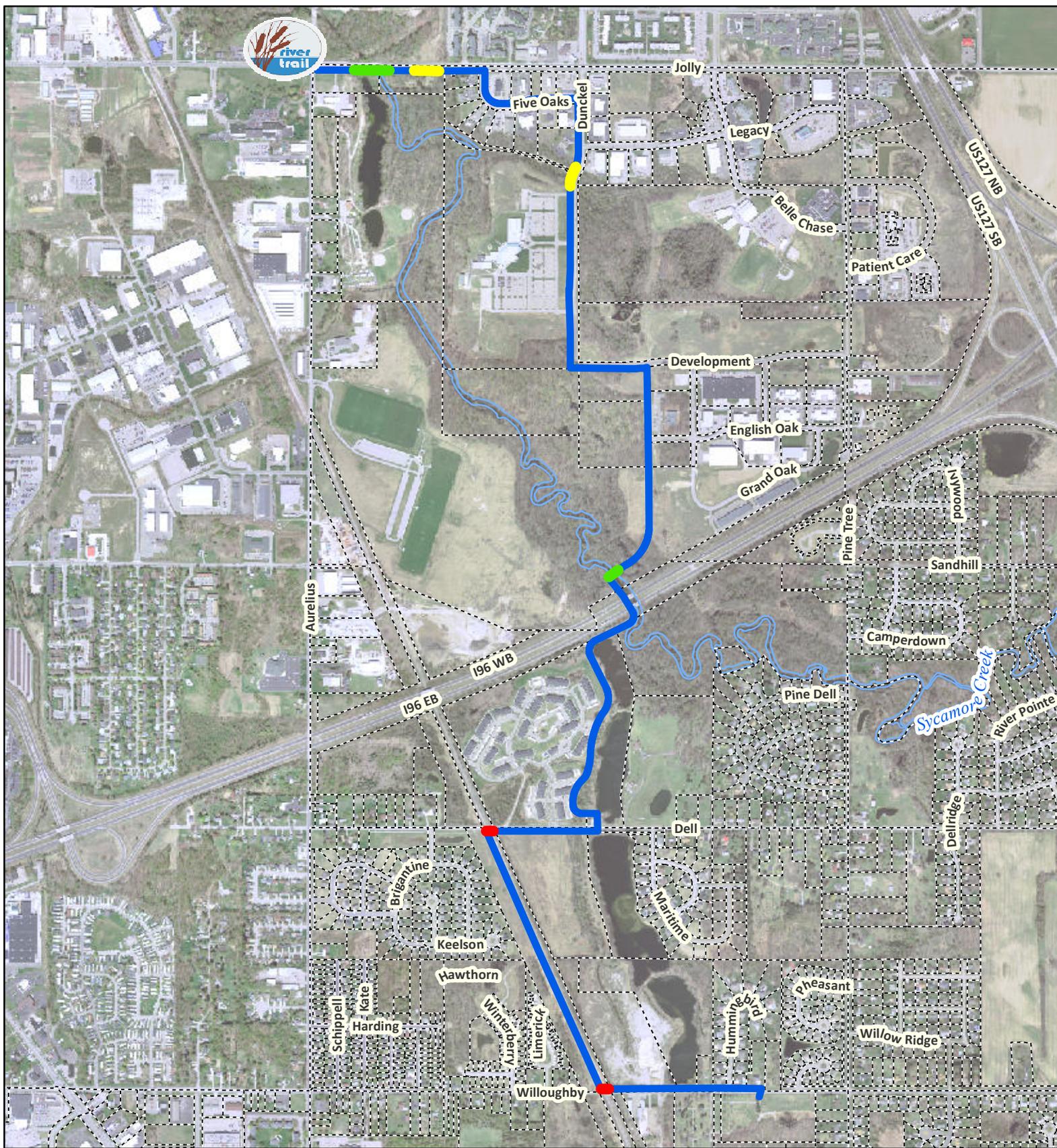
STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

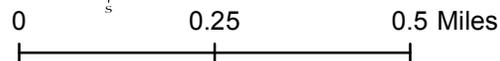
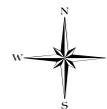
\_\_\_\_\_  
Title

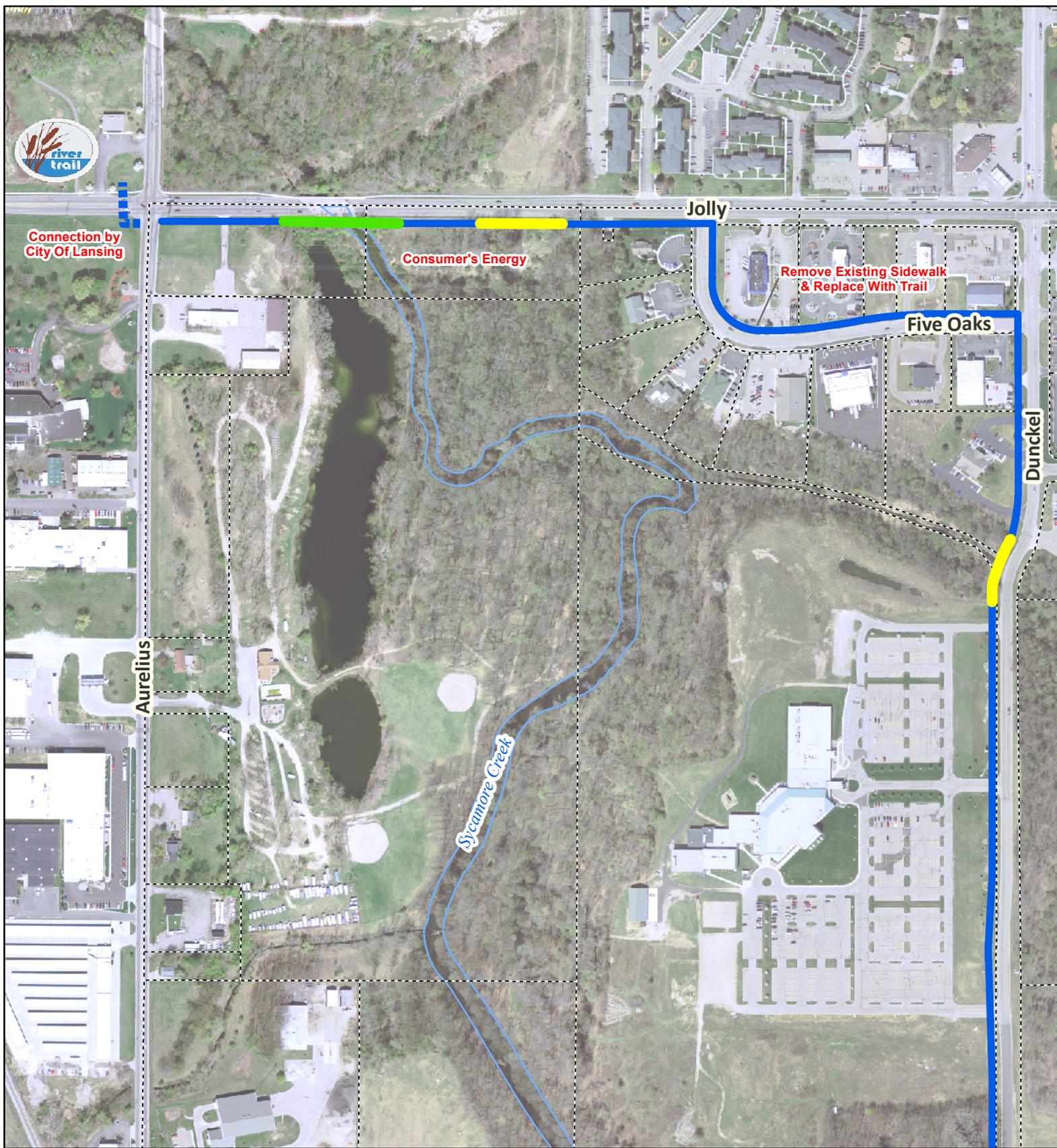
\_\_\_\_\_  
Date



### Legend

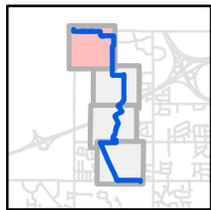
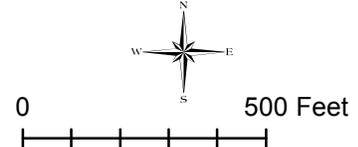
- Parcel Lines
- Trail
- Bridge
- Non-Motorized Path
- Sycamore Creek
- Boardwalk
- Connection
- RR Crossing





**Legend**

Parcel Lines	Trail	Bridge	Non-Motorized Path
Sycamore Creek	Boardwalk	Connection	RR Crossing

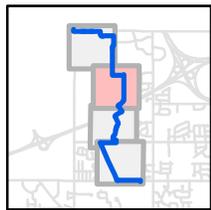
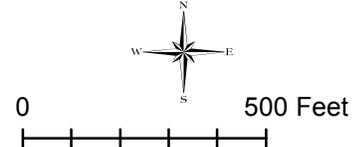


Map Source: Delhi Charter Township  
 Map Printed: Wednesday, January 09, 2013

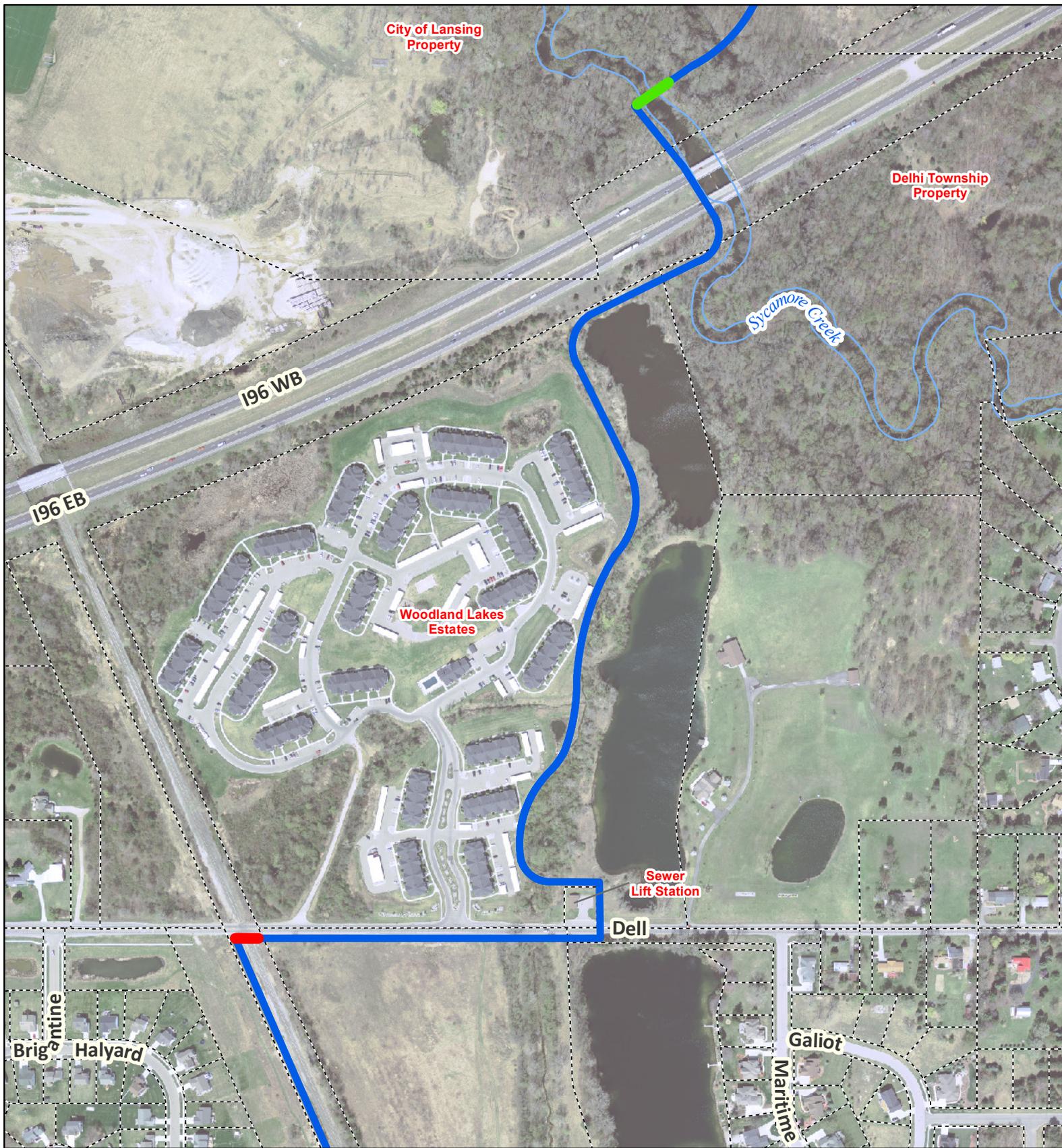


**Legend**

Parcel Lines	Trail	Bridge	Non-Motorized Path
Sycamore Creek	Boardwalk	Connection	RR Crossing

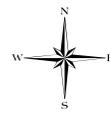


Map Source: Delhi Charter Township  
 Map Printed: Wednesday, January 09, 2013



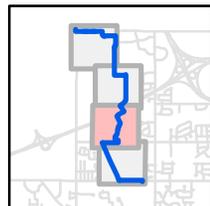
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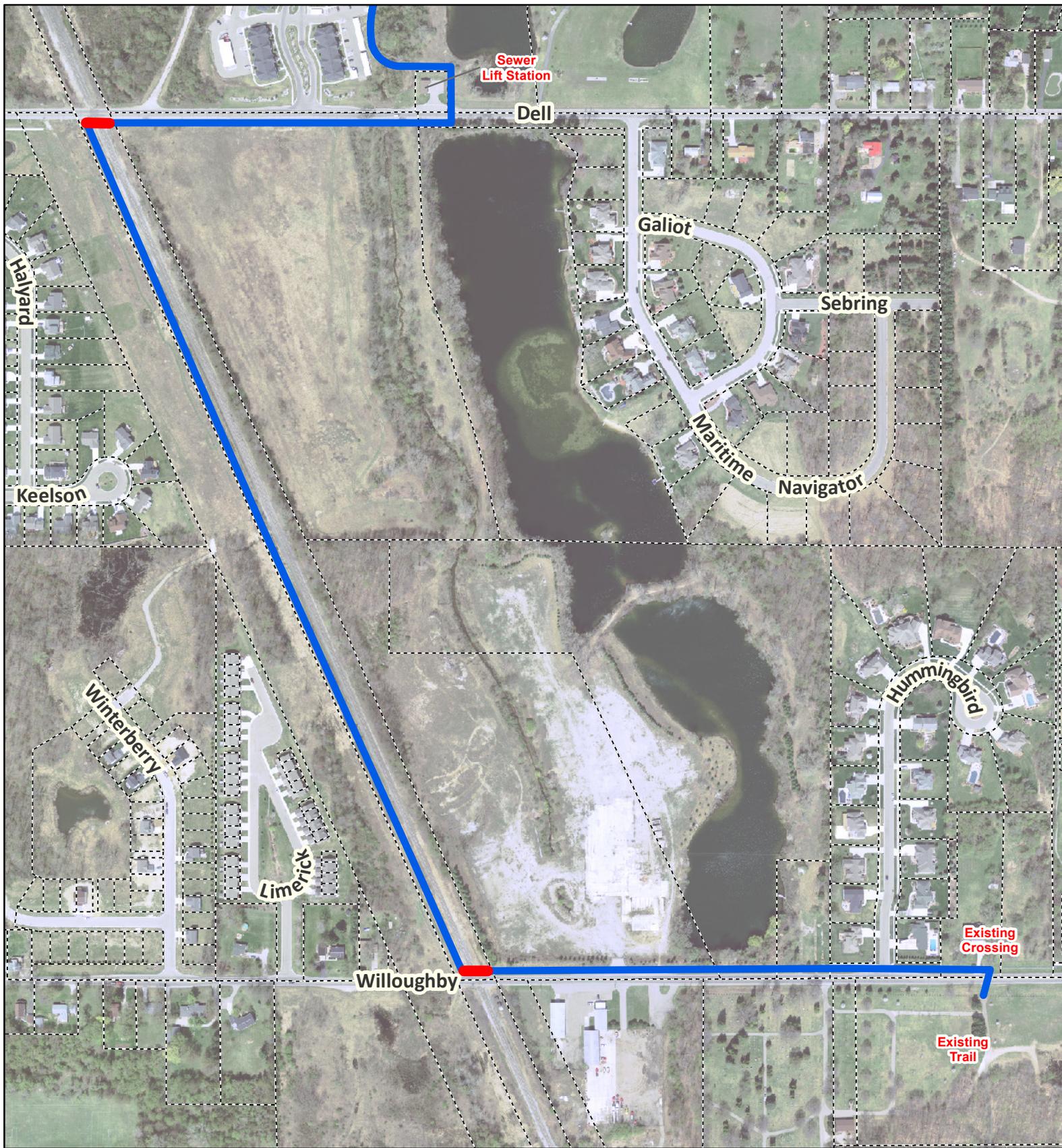
- Parcel Lines
- Trail
- Bridge
- Non-Motorized Path
- Sycamore Creek
- Boardwalk
- Connection
- RR Crossing



0 500 Feet

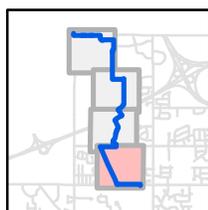
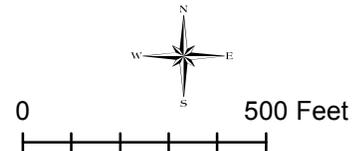
Map Source: Delhi Charter Township  
Map Printed: Wednesday, January 09, 2013





**Legend**

Parcel Lines	Trail	Bridge	Non-Motorized Path
Sycamore Creek	Boardwalk	Connection	RR Crossing



Map Source: Delhi Charter Township  
 Map Printed: Wednesday, January 09, 2013

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** January 7, 2013

**RE:** Resolution No. 2013-003 – Sale of Real Property Located at 1953 Adelpha Street

---

Enclosed for your review and approval is Resolution No. 2013-003 which authorizes the sale of real property located at 1953 Adelpha Street for \$65,000 and authorizes the Township Manager or Township Treasurer to execute all documents related to the sale.

This property was purchased for approximately \$8,000 for back taxes and restored not only to diminish blight in the neighborhood but also to return it to the tax rolls. The total cost of buying, restoring and selling this home is approximately \$75,000. While the Township will be taking a loss with this home due to unforeseen sewer issues it is important to point out that the goal of the Neighborhood Stabilization Program is to reduce blight, maintain owner occupied housing and return such to the tax roll. Previous projects (three to date) within the Neighborhood Stabilization Program have all netted positive cash flows enabling us to cover the net loss of this project from that program's fund balance.

Therefore, I recommend the Board adopt Resolution No. 2013-002 approving the sale of this property and authorizing the Township Manager or Treasurer to execute all documents related to the sale.

**Recommended Motion:**

**To adopt Resolution No. 2013-003 which approves the sale of real property located at 1953 Adelpha Street for \$65,000 and authorizes the Township Manager or Township Treasurer to execute all documents related to the sale of said property.**



## MEMORANDUM

TO: John B. Elsinga, Township Manager

FROM: Tracy L.C. Miller, Director of Community Development

DATE: Thursday, January 10, 2013

RE: Sale of Neighborhood Stabilization Program Home –1953 Adelpha Street

We have received and accepted an offer for the Neighborhood Stabilization Program (NSP) home on Adelpha Street. As in the past, the Township Board must pass a resolution authorizing the transfer of the property to the new owner. I've attached said resolution here for your concurrence. Please forward the attached to the Township Board for their action at the January 15<sup>th</sup> meeting, as we anticipate closing in late January or the first part of February.

I've also attached some property photos for your enjoyment! This has been a great project and we're excited to continue the good work! Thank you.

**DELHI CHARTER TOWNSHIP**

**RESOLUTION NO. 2013-003**

A Resolution to Authorize the Sale of Real Property

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 15<sup>TH</sup> day of January, 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**WHEREAS**, the Charter Township of Delhi, a Michigan municipal corporation, (the "Township") is the owner of real property commonly known as 1953 Adelpha Street, Holt, Michigan 48842 (the "Property"); and

**WHEREAS**, the Township Board deems it advisable and in the best interest of the Township for the Township, as seller, to sell the Property to Kurt Henderson and Kaitlyn Bilek (the "Purchaser"); and

**WHEREAS**, the sale price is \$65,000.00 and the sale will close pursuant to the terms and conditions as outlined in the Uniform Buy and Sell Contract dated December 15, 2012, with responses and addendums, by and between the Township and the Purchaser (the "Buy/Sell Agreement").

**NOW, THEREFORE, BE IT RESOLVED;**

1. That the Township Board deems it advisable and in the best interest of the Township for the Township to enter into the Buy/Sell Agreement and all related documents to which the Township is a signatory to sell the Property to Purchaser.
2. That the Township execute and deliver such documents to the parties identified in the Agreement and all related documents;
3. That John B. Elsinga, in his capacity as Township Manager on behalf of the Township, or Roy Sweet, in his capacity as Township Treasurer on behalf of the Township, are hereby authorized and directed, in the name and on behalf of the Township, to execute and deliver to the parties listed in the Buy/Sell Agreement, all related documents to which the Township is a party, and such other notices, certificates and other instruments, documents, agreements and writings of every kind and character, both



**BEFORE PHOTOS – 1953 Aldelpha Street**





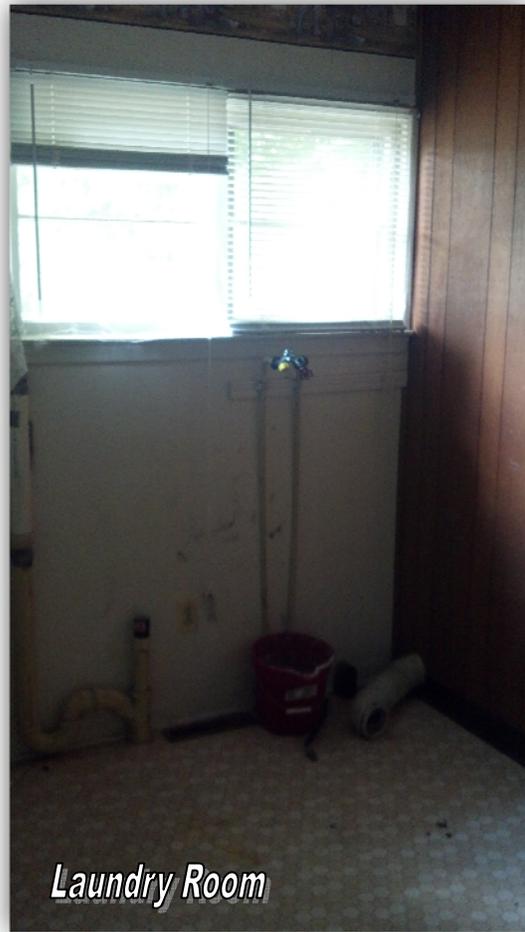
*Kitchen*



*Living Room*



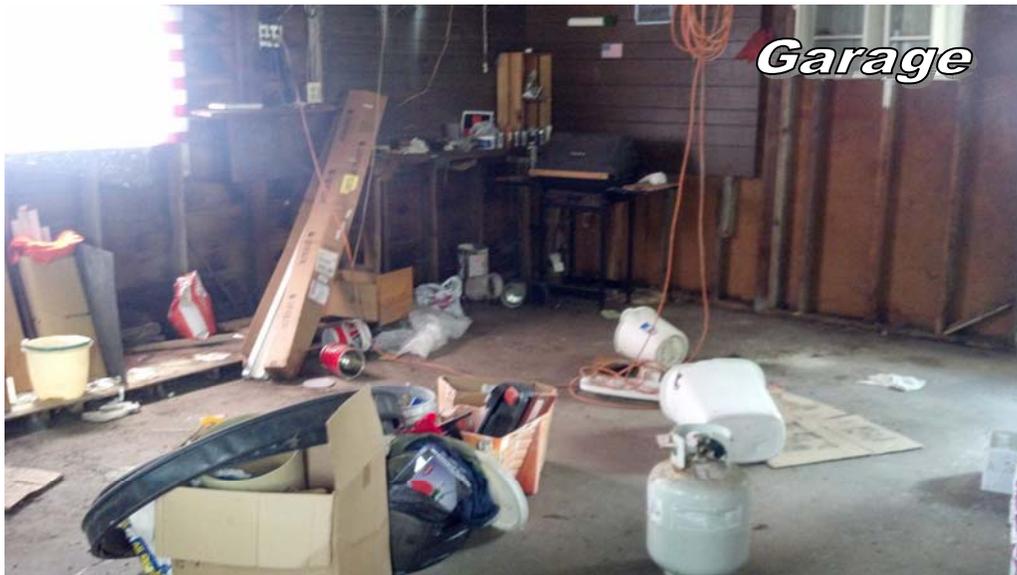
*Hallway*



*Laundry Room*



*Crawlspace Access in Garage*



*Garage*



*Delapidated Shed*

**After Photos – 1953 Aldelpha**









*Bathroom*



*Hallway*

DELHI CHARTER TOWNSHIP

**M E M O R A N D U M**

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Agreement for Fire Services between Delhi Charter Township and Alaiedon Township

---

Enclosed for the Township Board's review and approval is the renewal for the "Agreement for Fire Services Between Delhi Charter Township and Alaiedon Township," effective January 1, 2013 through December 31, 2013.

The standby and administrative fees have been updated to reflect the current replacement value of Delhi Township's fire apparatus, along with the 15-year depreciation value, and the percentage of total run volumes of both Delhi and Alaiedon Township.

All fire and rescue calls will remain \$600/call along with \$400/hour for each hour after the initial hour. Cancelled calls, and inspection and site plan review charges will also remain at cost plus 15%.

We modified paragraph B4 to incorporate our common goal "to provide Alaiedon Township with the most responsive fire service available" which enables us to use both Meridian Township and Mason fire departments to become the first responders in areas 1 and 3 respectively.

The Alaiedon Township Board will be acting on this Agreement at their meeting on January 14<sup>th</sup>; therefore, I recommend the Board approve the same.

**RECOMMENDED MOTION:**

**To approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2013 through December 31, 2013.**

**AGREEMENT FOR FIRE SERVICES BETWEEN  
DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and Alaiedon Township, whose address is 2021 W. Holt Road, Mason, Michigan 48854 (hereinafter referred to as "Alaiedon").

WITNESSETH:

WHEREAS, pursuant to PA 1951 No.33, MCL 41.801; MSA 5.2640(1), the parties have agreed that Delhi shall provide, and Alaiedon shall receive, fire protection services; and

WHEREAS, the parties desire to set forth in this Agreement the terms under which such services will be rendered;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ***Fire Protection and Rescue Service.*** Delhi will furnish to Alaiedon, upon the request of its residents or its officers, fire protection and rescue services for the protection of persons and property, within Alaiedon Township, Ingham County, Michigan. Delhi will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Delhi Charter Township officers.

2. ***Compensation.*** Compensation to Delhi for each category of service shall be paid by Alaiedon as follows:

A. ***Standby and Administrative Fee.*** A standby and administrative fee shall be paid by Alaiedon to Delhi during the term of this Agreement in the amount of Thirty One Thousand thirty eight and 50/100 dollars (\$31,038.50) (Exhibit A). Payment shall be made in equal monthly installments of Two Thousand Five Hundred Eighty Six and 54/100 Dollars (\$2,586.54), commencing on the first day of January, 2013 and continuing on the first day of each month thereafter until this Agreement shall expire.

1. **Standby Fee Formula.**  $SV \div D = A \times V = \text{Standby Fee}$ .  
 Where  $SV$  = the current rolling stock replacement value:  
 $D$  = Annual depreciation over 15 years  
 $A$  = Annual depreciation amount  
 $V$  = Alaiedon Township percent of total run volume (Delhi + Alaiedon) average over the immediately preceding three (3) years.

Therefore, the standby fee set forth above is calculated:  $\$2,699,000 \div 15 = \$179,933.33 \times 15\% = \text{the standby fee of } \$26,990$ .

2. **Administrative Fee** =  $\$26,990 \times 15\% = \text{total administrative fee of } \$4,048.50$ .

Total Standby and Administrative Fee:  $\$26,990 + \$4,048.50 = \$31,038.50$ .

**B. Fire Run Charge.**

1. **All Fire and Rescue Calls:** \$600 per call
2. **All Additional Hours after the 1<sup>st</sup> hour:** \$400 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call. Additional hours shall be measured in quarter hour increments.
3. **Cancelled Calls:** Services wherein calls are cancelled before any units leave the station will be charged at the rate of actual cost plus fifteen percent (15%).
4. **Mutual Aid Compensation:** A goal of Delhi Township is to provide Alaiedon Township with the most responsive fire service available. To that end, Delhi Township may enter into formal agreements with Meridian Township and the City of Mason to become first responders within certain designated areas of Alaiedon Township (see Appendix B). Any costs incurred by Delhi Township for aid in Alaiedon Township will be reimbursed by Alaiedon Township according to the compensation charges defined in paragraph 2 of this Agreement.

- C. **Inspection and Site Plan Review.** Services for inspection and site plan review will be charged at the rate of actual cost plus fifteen percent (15%).

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Liaison Committee.** Each party shall select two (2) representatives to serve as members of the Delhi-Alaiedon Fire Services Liaison Committee, with the Delhi Charter Township Fire Chief sitting *ex officio*. The Committee shall meet as its members shall deem necessary, but not less frequently than annually, to review issues arising out of the fire protection services provided in accordance with this Agreement, and shall, if necessary, make recommendations to and advise the respective Township Boards regarding such issues.

4. **Ordinance Compatibility.** Alaiedon agrees to adopt the 2006 Edition of the International Fire Code during the term of this Agreement in order that inspection and enforcement activities carried out by Delhi Charter Township within Alaiedon shall be compatible and shall authorize such activities by Delhi Charter Township personnel within Alaiedon Township. Alaiedon further agrees to adopt an Ordinance requiring installation of a "Knox" key box on all commercial properties and shall require all commercial and multi-family residential site plans submitted hereafter to be forwarded to the Delhi Charter Township for its review. It is understood, however, that such site plan review shall be limited to matters pertaining to fire safety and International Fire Code compliance.

5. **Permits.** Persons seeking permits for various burning activities within Alaiedon Township shall apply for same at the Alaiedon Township Hall. Alaiedon shall forward a complete listing of active permits via facsimile or email daily to the Delhi Charter Township Fire Department for record keeping and advice, if necessary.

6. **Employee Protection.** Delhi shall maintain all required insurance coverage pertaining to its fire fighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing fire fighting services to Alaiedon Township required herein.

7. **Non-Discrimination.** The parties agree that neither shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion,

national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract.

8. **Joint Draftsmanship.** This Agreement shall be construed as having been drafted jointly by the parties.

9. **Term.** This contract and the obligations hereunder shall commence at 12:01 a.m. January 1, 2013 and expire at midnight December 31, 2013. This Agreement may be renewed, extended, or modified upon the mutual consent of the parties.

The persons executing this Agreement on behalf of the respective Townships warrant that they have been authorized to do so on behalf of said Townships and to bind the Townships to the terms hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written.

**THE TOWNSHIP OF ALAIEDON**

By: \_\_\_\_\_  
**Steven Lott**  
Its: Supervisor

By: \_\_\_\_\_  
**David Leonard**  
Its: Clerk

And.

**THE CHARTER TOWNSHIP OF DELHI**

By: \_\_\_\_\_  
**C.J. Davis**  
Its: Supervisor

By: \_\_\_\_\_  
**Evan Hope**  
Its: Clerk

**EXHIBIT A**

AGREEMENT FOR FIRE SERVICES  
 BETWEEN  
 DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP  
 December 31, 2012

Replacement value of Delhi Township's fire apparatus fleet for 2012:

<u>Year</u>	<u>Description</u>	<u>Replacement Value</u>
1994	1250 gpm Pierce Pumper	\$480,000
1995	Ford F-150 Pickup	\$ 35,000
1999	Freightliner / CSI Tanker	\$150,000
2000	Ford F-350 CAFS Grass Truck	\$ 70,000
2002	Chevy Tahoe Command Car	\$ 50,000
2003	Pierce – 75 foot Quint	\$800,000
2004	Dodge Durango Command	\$ 32,000
2004	Dodge Durango FM Car	\$ 32,000
2006	Ford Expedition Chief Car	\$ 40,000
2006	Ford Type III Ambulance	\$120,000
2008	Pierce Rescue/Pumper	\$650,000
2008	Ford Type III Ambulance	\$120,000
2010	Ford Type III Ambulance	\$120,000
	13 Total Units	\$ 2,699,000

Rolling stock of \$2,699,000 divided by 15 year depreciation = \$179,933.33

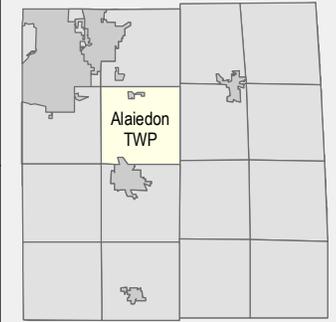
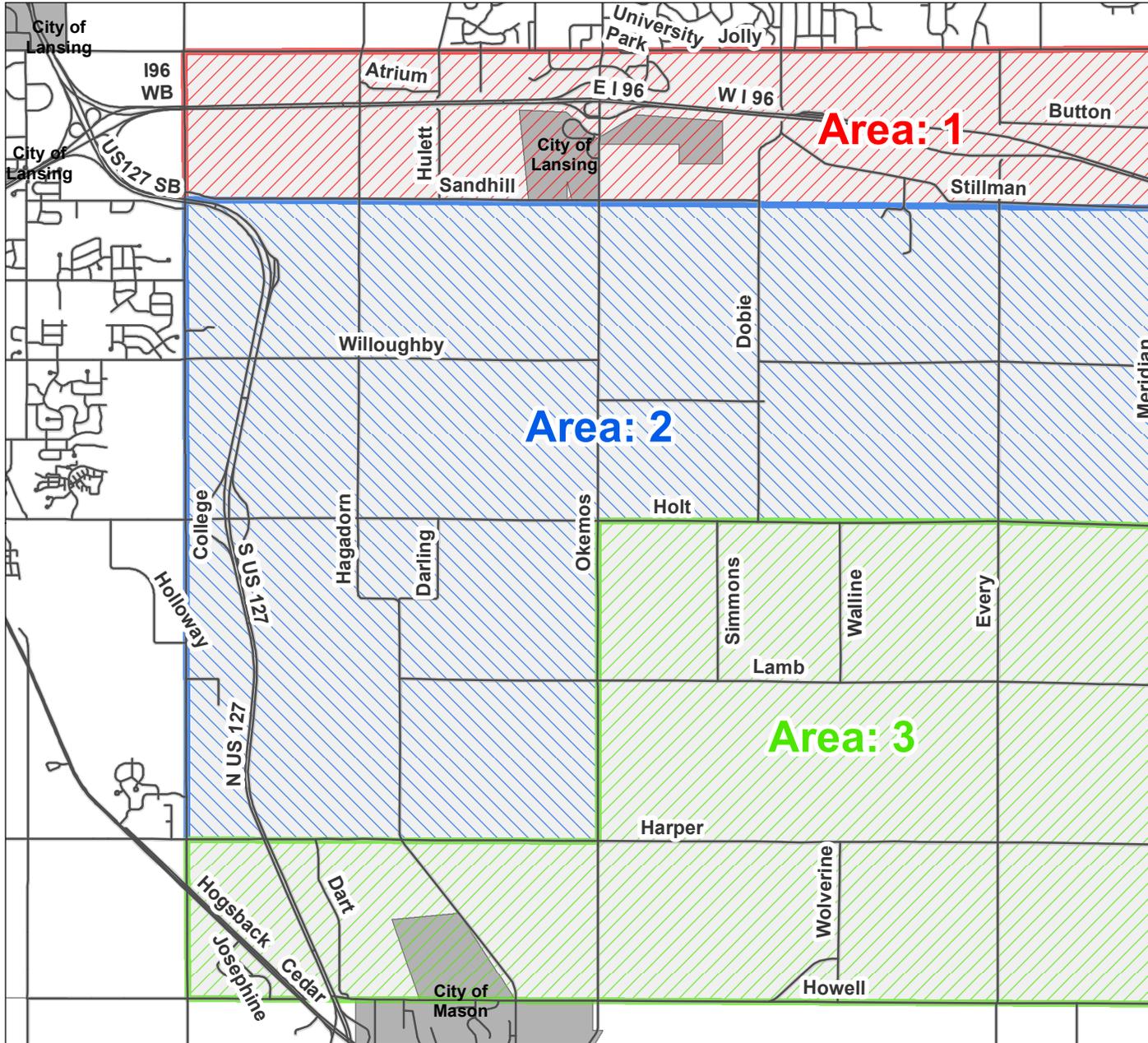
Run Volume: <u>Year</u>	<u>Delhi Twp.**</u>	<u>Alaiedon Twp.</u>	<u>Total Runs</u>
2009	392	56	392
2010	439	57	439
2011	384	67	384
Total	1,215	180	1,215
Average	405	60	405

\*\* Numbers include Alaiedon Township calls.

**V= 15 % of total run volume**

# Alaiedon Township

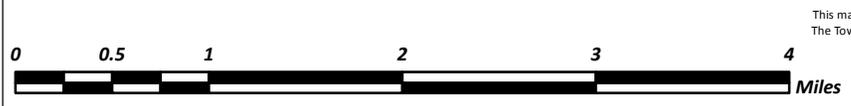
# Fire Service Areas



**Legend**

- Cities
- Fire Areas**
- Area, MUNI**
- ▨ 1, Meridian Township
- ▨ 2, Dehi Township Fire
- ▨ 3, Mason Fire

1 inch = 5,208.3 feet



This map is intended for use as generalized township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the use of this product.

Map Source: Delhi Charter Township  
Map Printed: Friday, November 30, 2012



Notes:

## DELHI CHARTER TOWNSHIP

### MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** January 10, 2013

**RE:** Extension of Water System Agreement between Delhi Township and the Lansing Board of Water and Light

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Enclosed for your review and approval is a Water System Agreement Extension between Delhi Charter Township and the Lansing Board of Water and Light.

In 1972 Delhi Township entered into a 40 year Agreement with the Lansing Board of Water and Light to provide a treated water supply and distribution system throughout our community as a retail customer. This Agreement expired in August last year and it is our plan to extend the Agreement an additional 40 years. We have been engaged in negotiations to incorporate some changes to the Agreement for the benefit of both parties. In July 2012 the Board approved an extension through January 31, 2013 hoping to have the changes completed by then. However, the process is taking longer than expected and we are now asking for an extension through June 30, 2013. We expect these negotiations to be completed by then and a new 40 year Agreement can be introduced to the Board for approval.

#### **Recommended Motion:**

**To approve the Water System Agreement Extension between Delhi Charter Township and the Lansing Board of Water and Light effective through June 30, 2013.**

**WATER SYSTEM AGREEMENT EXTENSION  
BETWEEN  
DELHI CHARTER TOWNSHIP AND  
LANSING BOARD OF WATER AND LIGHT**

This Certificate of Extension No. 1 (Extension) of the Water System Agreement (Agreement) dated August 15, 1972 is entered into and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Lansing by its Board of Water and Light (Board) and the Charter Township of Delhi (Township). This Extension shall serve to extend the Agreement until June 30, 2013.

In consideration of the mutual agreements and promises contained herein, the parties mutually covenant and agree to extend the Agreement in accordance with this Certificate of Extension No. 1. Except as modified herein, the Agreement shall remain in full force and effect. This Extension shall inure to the benefit of the parties.

WITNESS

CITY OF LANSING BY ITS  
BOARD OF WATER AND LIGHT

\_\_\_\_\_

\_\_\_\_\_  
J. PETER LARK  
Its: General Manager

\_\_\_\_\_

\_\_\_\_\_  
M. DENISE GRIFFIN  
Its: Corporate Secretary

WITNESS

CHARTER TOWNSHIP OF DELHI

\_\_\_\_\_

\_\_\_\_\_  
C.J. DAVIS  
Its: SUPERVISOR

\_\_\_\_\_

\_\_\_\_\_  
EVAN HOPE  
Its: City Clerk