

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 19, 2013**

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, February 19, 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, Megan Ketchum, DiAnne Warfield

Members Absent: None

Others Present: John Elsinga, Township Manager
Rick Royston, Fire Chief
Brian Ball, Asst. Fire Chief
Sgt. Jeff Weiss, Ingham County Sheriff's Office/Delhi Division
Wendy Thielen, Assistant Township Manager of Human Resources
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

BUSINESS

FIRE DEPARTMENT – JANUARY ACTIVITY REPORT

Rick Royston, Fire Chief, reported on the highlights of the January Fire Department Activity Report (ATTACHMENT I).

INGHAM COUNTY SHERIFF'S OFFICE/DELHI DIVISION – JANUARY ACTIVITY REPORT

Sgt. Jeff Weiss, Ingham County Sheriff's Office/Delhi Division, reported on the highlights of the January Ingham County Sheriff's Office/Delhi Division Activity Report (ATTACHMENT II).

COMMUNITY DEVELOPMENT DEPARTMENT – JANUARY ACTIVITY REPORT

The Board reviewed the January Community Development Department Activity Report (ATTACHMENT III).

INTERAGENCY CASH TRANSFER AGREEMENT BETWEEN DELHI CHARTER TOWNSHIP AND MICHIGAN REHABILITATION SERVICES and SIDE AGREEMENT TO INTERAGENCY CASH TRANSFER BETWEEN DELHI CHARTER TOWNSHIP AND CAPITAL AREA CENTER FOR INDEPENDENT LIVING

The Board reviewed memorandums dated February 14, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IV).

Ellen Weaver, Capital Area Center for Independent Living, and Maureen Webster, Michigan Rehabilitation Services, gave an overview of their services and how the Interagency Cash Transfer Agreement and the side agreement to the interagency cash transfer works.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 19, 2013**

Twp. Mgr. Elsinga stated that the agreements were reviewed by the Township's legal counsel and the Township's Accounting Department to ensure that there would be no financial risk to the Township.

PUBLIC COMMENT – There were no comments from the public

ADJOURNMENT

Meeting adjourned at 7:13 p.m.

Date: March 5, 2013

Evan Hope, Township Clerk

Date: March 5, 2013

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

Delhi Township Fire Department Monthly Report

January, 2013

Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	195	-	195
Fire / Rescue	36	2	38
Total Calls	231	2	233
Staff Hours	894	12	906

Total calls in 2013: 233

Total calls for 2011: 2,577

Inspections

Commercial Fire Inspections – 1

Fire Personnel Company Inspections - 18

Training

307 Personnel participated in 530 Hours of Training

Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	1
Meetings	3
Mentoring new personnel	12
Miscellaneous R/R Activity	2

Mutual Aid: Given – 15 Received - 9

Miscellaneous

Structure fire – Windmill Mobile Home Park – Zuider Drive - \$10,000 loss – Meth Lab

Assisted Onondaga Fire on Dwelling Fire – Tanker/water support

Structure fire – 2111 Phillips Street - \$3,500 loss – Grease on stove

Structure fire – 1961 Eifert Road - \$2,500 loss – Heat tape

Structure fire – 1580 Royal Crescent - \$1,000 loss – Clothes Dryer

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: February 1, 2013

RE: January 2013 Monthly Report

HIGHLIGHTED CASES AND INCIDENTS:

- 01/02/2013 Deputy McElmurray is investigating a larceny from vehicle complaint in the 3000 block of Rosehill Dr. Unknown suspect(s) broke into the victim's vehicle and stole two cameras. The unknown suspect(s) left the area in a silver Saturn.
- 01/02/2013 Deputy Torok and Deputy Leiter investigated a two month old not breathing in the 4600 block of Doncaster. The victim had a terminal skin condition. Delhi Township Ambulance Personnel transported the victim to McLaren Hospital where the victim was pronounced dead.
- 01/02/2013 Deputy Brandon Doerr is investigating a larceny complaint in the 2300 block of Anchor Court. A known suspect stole several rings and a Nintendo Wii. Charges are being sought through the Ingham County Prosecutor's Office.
- 01/02/2013 Deputy Huhn is investigating a larceny complaint at 1250 N. Cedar St. (Ralya's Heavy Collision). Unknown suspect(s) stole between 10 and 15 catalytic converters from vehicles in the parking lot.
- 01/03/2013 Deputy Torok and Deputy Leiter are investigating a home invasion in the 4400 block of Tuscany. Unknown suspect(s) broke into the residence and removed copper wire.
- 01/04/2013 Deputy Narlock is investigating a larceny from vehicle complaint in the 3900 Patient Care Dr. The victim had tools stolen out of the bed of his pick - up by unknown suspect(s).

- 01/05/2013 Deputy Narlock is investigating a breaking and entering complaint at 2340 Gunn Rd. (Royal Lawn Services). The unknown suspect(s) entered the building and stole a green Polaris Quad with a snow plow on the front as well as several snow blowers and back pack blowers.
- 01/06/2013 Deputy Matusko initiated a traffic stop on a vehicle at Aurelius Rd. and Grove St. for a traffic violation. The driver of the vehicle was intoxicated and was arrested for operating a motor vehicle while intoxicated. The driver of the vehicle was lodged at the Ingham County Jail.
- 01/08/2013 Deputy Hull investigated a malicious destruction of property complaint to a Holt School Bus. A known suspect who is not a student at Holt Public Schools cut a seat to the bus with a knife. Charges are being sought through the Ingham County Prosecutor's Office.
- 01/08/2013 Deputy Brandon Doerr is investigating a malicious destruction of property complaint in the 5400 block of Caplina. Unknown suspect(s) damaged the fence in the victim's backyard.
- 01/08/2013 Deputy Brandon Doerr is investigating a malicious destruction of property complaint in the 2500 block of Graduate. Unknown suspect(s) damaged the porch lights on the victim's residence.
- 01/09/2013 Deputy Bennehoff is investigating a malicious destruction of property complaint in the 2500 block of Glen Cove. The victim had his mailbox damaged and lights on two reindeer that he had in the yard of his residence by unknown suspect(s).
- 01/10/2013 Deputy Bennehoff investigated an attempt home invasion in the 2100 block of Auburn St. The unknown suspect(s) kicked and damaged the front door to the residence. No entry was gained into the residence.
- 01/10/2013 Deputy Bowden is investigating a malicious destruction of property complaint in the 1800 block of Persimmon Path. Five residences had outside fixtures damaged by unknown suspect(s).
- 01/10/2013 Deputy Bennehoff is investigating a malicious destruction of property complaint in the 4800 block of Sutherland. The victim had a motion light and a light post damaged by unknown suspect(s).
- 01/10/2013 Deputy Bennehoff is investigating a malicious destruction of property complaint in the 1900 block of Stonehaven. The victim had lawn ornaments and a mailbox damaged by unknown suspect(s).
- 01/10/2013 Deputy McElmurray is investigating a malicious destruction of property complaint in the 5400 block of Caplina. The victim had an exterior fence damaged by unknown suspect(s).
- 01/10/2013 Deputy McElmurray is investigating a malicious destruction of property complaint in the 1600 block of Stonehaven. The victim had Christmas decorations damaged by unknown suspect(s).
- 01/10/2013 Deputy Matusko is investigating a malicious destruction of property complaint in the 1600 block of Grayfriars. The victim had landscape lights damaged by an unknown suspect(s).

- 01/12/2013 Deputy Brandon Doerr is investigating a larceny from vehicle complaint in the 1200 block of Cedar St. The victim had several converters stolen from vehicles and radio that were parked at his place of business by unknown suspect(s).
- 01/13/2013 Deputy Matusko is investigating a malicious destruction of property complaint in the 2200 block of Auburn. There were three mailboxes that were damaged in the area by unknown suspect(s). It appears that the mailboxes were run over by a vehicle.
- 01/13/2013 Deputy Narlock is investigating a larceny from vehicle complaint in the 2400 block of Gunn Rd. The victim had two Stihl weed whackers and a Stihl backpack blower stolen from an unlocked U – Haul that was parked in his yard. No known suspect(s) at this time.
- 01/13/2013 Deputy McElmurray is investigating a retail fraud at 2495 Cedar St. (Kroger). A known suspect stole three bottles of liquor from the Kroger's. Charges are being sought through the Ingham County Prosecutor's Office.
- 01/16/2013 Deputy Narlock is investigating a home invasion in the 4000 block of Holt Rd. The unknown suspect(s) entered the victim's unlocked residence. The victim had a .25 caliber handgun and a checkbook stolen from his residence.
- 01/16/2013 Deputy Matusko is investigating a malicious destruction of property complaint in the 5400 block of Caplina. The victim had his fenced damaged by unknown suspect(s).
- 01/19/2013 Deputy Huhn is investigating a larceny complaint at 1250 N. Cedar St. (Ralya's Heavy Collision). The suspect(s) stole a catalytic converter from a vehicle.
- 01/20/2013 Sergeant Weiss is investigating a malicious destruction of property complaint at 2464 Cedar St. (Burger King). The suspect(s) fired a bullet from an unknown gun into the side window of the establishment.
- 01/20/2013 Deputy Kindervater is investigating a malicious destruction of property complaint in the 5000 block of Amsterdam. The victim had her vehicle damaged by a known suspect. Charges are being sought through the Ingham County Prosecutor's Office.
- 01/21/2013 Deputy Jason Kuch is investigating an attempt home invasion in the 5100 block of Willoughby Rd. The suspect(s) attempted to gain entry into the residence by forcing open a window. No entry was gained into the residence.
- 01/22/2013 Deputy Bowden investigated a larceny complaint at 1325 Cedar St. (Schram's Auto Parts). Witnesses advised that they observed an employee stealing auto parts. Deputy Bowden obtained a confession from the suspect and recovered the stolen property. Charges are being sought on the suspect through the Ingham County Sheriff's Office.
- 01/22/2013 Deputy Bennehoff investigated a home invasion in the 2500 block Schippell St. The homeowners came home after being gone for approximately an hour when they were confronted

by a subject in their residence. The suspect took off running on foot and the homeowner chased him for a short while. Responding units came across the suspect on Aurelius Rd. in the area of Cricket Ridge Apartments. The suspect was taken into custody and the stolen property was recovered.

Charges of home invasion, possession of marijuana, and being a habitual offender were issued on the suspect by the Ingham County Prosecutor's Office.

- 01/26/2013 Deputy Bennehoff is investigating a larceny from vehicle complaint in the 4300 block of Dell Rd. The victim had his unlocked vehicle gone through by unknown suspect(s). The suspect(s) stole multiple tools and clothing items.
- 01/27/2013 Deputy Bennehoff is investigating a larceny from vehicle complaint in the 4300 block of Dell Rd. The victim had her unlocked vehicle gone through by unknown suspect(s). The suspect(s) stole two back packs with soccer clothing and basketball clothing inside.
- 01/27/2013 Deputy Bennehoff is investigating a larceny from vehicle complaint in the 4300 block of Dell Rd. The unknown suspect(s) broke into the victim's vehicle and stole a Garmin GPS, IPOD, sunglasses, and power cords.
- 01/29/2013 Detective Jody McGuire is investigating a child abuse complaint in the 1400 block of Flanders.

STATISTICS:

During the month of January, Deputies responded to 360 calls for service (written and blotter complaints). They made 78 arrests of which 46 were self – initiated. Deputies issued 194 citations. Deputies conducted 396 business/property checks, 28 liquor inspections and spent 163.0 hours in Community Policing. Deputies participated in 169.2 hours of training.

Calls for Service

	2011	2012	2013
January	437	478	360
Year to Date	437	478	360

Total Arrests

	2011	2012	2013
January	83	105	78

Year to Date	83	105	78
--------------	----	-----	----

Total Self – Initiated Arrests

	2011	2012	2013
January	59	61	46
Year to Date	59	61	46

Citations Issued

	2011	2012	2013
January	240	237	194
Year to Date	240	237	194

\

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: Tuesday, February 05, 2013
RE: January 2013 Monthly Business Officer Report

Total Complaints:	23
Traffic Stops:	10
Citations:	2
Property/ Business Checks:	69
Community Policing Hours:	12
Liquor inspection:	2

Community Policing Highlights:

I made a short presentation to kids that frequent the Edge skate park and Biker's Church about lifestyle choices and overcoming adversity. Many of the kids that are part of this ministry come from troubled homes and are at-risk.

I attended the Holt-Dimondale School and Business Alliance breakfast.

I responded to a local business after the owner complained of a vehicle left abandoned in his parking lot. I was able to track the owner down and make arrangements for the vehicle to be removed a short time later.

I responded to a local apartment complex with Dep. Richards after a subject complained their neighbors were possibly spying on them and planting electronic devices in their apartment. After a thorough search and a long conversation we were (somewhat) successfully able to reassure the subject this was not the case.

Other Highlights:

I responded to a local grocery store for a shoplifter who was detained by loss prevention staff. The male has repeatedly entered the store over the past few months and stolen liquor, even after being issued trespass warnings from the store. The suspect had warrants from another agency and was turned over to them. Warrants will be sought against him for Retail Fraud and Trespassing.

I opened an investigation into the larceny and use of an EBT card. The suspects stole the victim's EBT card and used it to withdraw cash from an ATM located inside a local business. Surveillance footage was obtained from the business and after interviewing one of the suspects, I received a confession. Charges will be sought against both suspects for theft and use of a financial transaction device.

November's fraudulent activities case involving employees of a local business and the Delhi Township DDA was concluded with the arrest and successful prosecution of all of the suspects involved.

I responded to a local business after an employee reported being the victim of identity theft. The subject stated she had entered personal information on a website she thought belonged to a company she does business with. After doing so, the website changed to one she was not familiar with and when she called the company the representative told her he wasn't familiar with it either. I contacted the company's fraud department and, with them on the line, had the victim retrace the steps she had taken. It was determined the second website was legitimate, belonged to the company, and the victim was in no danger of her identity being stolen.

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
(517) 676-2431
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: Friday, February 08, 2013
RE: January 2013 Monthly Report

MONTHLY STATS:

Complaints:	20
School Contacts:	52
Traffic Stops:	2
Citations:	1
Community Policing hours:	63
Property Checks	4

COMMUNITY POLICING ACTIVITY:

Near the end of the month, Deputy Richards and I assisted the Gay Straight Alliance (GSA) at Holt High School with Strive For a Saver Drive (S4SD) campaign during both lunch periods. The sponsors of the program include AAA of Michigan, Ford Driving Skills for Life and Michigan Office of Highway Safety Planning. Recent research shows that approximately one out of every eight, 16 to 17-year-old drivers are involved in a property damage, injury, or fatal crash each year. Schools that wished to participate in the program receive monies to create a teen-led safety campaign aimed at educating fellow classmates. The theme for this year's campaign was Hang Up, Heads Up, Buckle Up, It Adds Up. AAA of Michigan provided a driving simulator, which allowed students

the opportunity to experience driving situations that required them to perform other functions that are meant to distract them. Students were also given the opportunity don Fatal Vision goggles, which gave the wearer a realistic simulation of impairment. While wearing the goggles students tried to walk a straight line, and walk through an obstacle course.

On January 31, Sgt. Ott and I were present when Hope Middle School conducted an internal lockdown drill. During the drill, Sgt. Ott had a number of suggestions for the Principal, including making substitute teachers aware of the lockdown guidelines, the proper use of red and green cards and the proper placement during the drill, locking classrooms doors, but leaving them open, and placing mirrors outside the main office, which would allow staff to see the front door.

During the month, our department received several complaints from an individual living near Midway Elementary. The homeowners concern revolved around parents picking up their children after school and blocking his driveway. Delhi Deputies and I checked the area several times during month but did not observe the problem the homeowner was complaining about. Near the end of the month, Deputy Narlock, Deputy Richards and I passed out neighborhood flyers for a meeting on January 31, to homes on Moorwood, Aspenwood, Old School, Cedar Bend, Lock Woode, Rolling Ridge, Anchor Court, Ambler, Chisolm Court, and Bush Hill. In addition, Communities Connect, out of Illinois presented Ingham County Sheriff's Office – Delhi Division with an opportunity to hand out dry erase boards at community events. Communities Connect provides the dry erase boards free to Police Departments; the cost of boards is deferred to the advertisements that are sold to local businesses. The proposal was submitted to Ingham County Board of Commissioners for their approval. Lastly, I was asked by a teacher at the Jr. High to attend her class to speak to her students about my career as a police officer and answer their questions.

OTHER ACTIVITIES:

During the month, I responded to a number of calls for service including complaints involving assaults, larcenies, destruction of property, weapons, child neglect, suspicious situations, welfare check, trouble with subject, CPS referrals and found property.

During the month, I took two destruction of property incidents that occurred prior to the beginning of winter break. One incident occurred at Horizon Elementary and the other happened on a school bus. The incident occurring at Horizon Elementary involved two vehicles that drove over the moist grass, causing tire marks. Not only was a witness able to obtain the license plates of the vehicles involved but they were also able to identify one of the drivers. When school resumed I spoke with one of the responsible drivers. The driver reported that he turned around in the grass to talk with the other driver, and because the grass was soft, left tire marks in the grass. The incident occurring on the school bus involved a student from another school. After the suspect boarded a bus at the Jr. High with another student, he used a cutting instrument to damage the front of a seat. Once the suspect was identified, he was interviewed and admitted to the damage. The suspect paid restitution, in lieu of prosecution.

During January, I took three assault complaints, one occurred on a school bus, one occurred at a bus stop, the third was not school related. The incident on the school bus occurred while the bus was in route to the high school. One male student assaulted another male student after the victim made a comment about the suspect's sister. The parent of the victim requested the report be submitted to Ingham County Prosecutor's Office for review. The second incident occurring at or near a school bus stop involved a student that reported that he was standing at the bus stop when a vehicle pulled up, a white male got out from behind the driver seat and threatened him with a knife. However, the report was closed because the victim was not able to identify the suspect. The third assault came from a Child Protective Services referral. A mother and her teenage son got into a verbal argument that turned physical. Both the mother and teenager assaulted one another as they were driving down the road, causing minor injuries to one another. The report was submitted to Ingham County Prosecutor' Office for review.

During the month, I took two larceny complaints, one incident occurred at Hope Middle School and the second incident occurred at the Ninth grade campus. A 6th grade student from Hope Middle School took his IPod to school as part of a reward, but during the day an unknown person opened the student's locker and took the IPod. Unfortunately, the suspect could not be identified, and the IPod has not been returned. The second incident occurring at the ninth grade campus, involved a wallet that was taken from the boys locker room. The victim reported that his wallet including the contents were taken during gym class, the wallet was later recovered in a restroom, minus the contents. After school officials questioned the male students present in the locker room, the contents of the wallet were recovered in the same restroom, in a different stall. None of the students that were questioned took responsibility for the larceny, the victim's mother advised that she wanted to report closed after the contents were recovered.

In addition to the above incidents, I responded to Sycamore Elementary when a male subject wearing a full-face ski mask entered the building asking to use the restroom, when the subject was asked to remove the mask and refused he was asked to leave the building. The male subject was located in the parking lot, in a vehicle driven by his mother. When the female was approached, she became irate with the Principal and Officers; however, she calmed down when she was reminded that the student's safety was of utmost importance. I also investigated an incident involving third party information about a male student that was possibly being assaulted at home by his stepfather. After speaking with the student and the student's sister it was determined that, the information received was not accurate. I also assisted Deputies and MSP Officers search the area around Woodland Lakes for a missing child, who was found safe in another child's apartment.

Mary Hull #5353

COUNTY of INGHAM



State of Michigan

SHERIFF'S OFFICE

Gene L. Wriggelsworth
Sheriff

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

Allan C. Spyke
Undersheriff

Greg S. Harless
Chief Deputy

Joel Maatman
Major

To: Lt. E. Trojanowicz

From: Dep. P. Richards

Date: 02/07/13

Subject: January Monthly

STATISTICALS:

Comm. Policing Hrs: (29.3)

Training Hours: (26.0)

Complaints taken: (05)

Blotters taken: (02)

Total calls taken: (07)

Traffic stops: (03)

Citations issued: (0)

Arrests: (0)

Contacts (school): (01)

Contacts (business): (02)

It should be noted that I was not available for work for the first two weeks of January (out for Sick- time and family bereavement). It should also be noted that I had an approx. full week of training during the third week of January.

COMMUNITY POLICING:

I gave a tour of the Delhi office to a Holt area boys scout group; many young scouts and their parents participated in the tour. I discussed to the group the different tools that each officer possesses to do their job on any given day; also discussed were the various other specialty groups of police (K-9, Scuba, helicopters, etc..) All who attended enjoyed the finale of the patrol vehicle's lights and siren.

I patrolled several areas in Delhi and conducted traffic stops on vehicles for various infractions; no citations were written.

I met with the coordinator/manager of Delhi Manor on possible drug issues within the park community; all information was forwarded to METRO for their information and intervention. We also discussed possible winter/spring-time activities. We again discussed the use of trespass letters to be written to individuals that are not registered with the community manager (and are causing loitering/harassment issues within the community).

I participated with the developers/organizers of the 2nd Annual September 11th, 2013 Hero 5K run/walk race in Holt. The meeting helped facilitate the use of Holt based company(s) to be participants in this 5K run event. I set-up the inclusion of additional volunteers to aid in the assistance of the runners/walkers on the roadway(s) within the route taken; the main organizers are expecting a larger turnout this year .

I maintained the Ingham County Sheriff's Office // Delhi Division Facebook webpage. This medium has been instrumental in helping us to keep the neighborhood watch groups (and other residents) informed on timely safety tips or information on possible persons/vehicles to look out for within the community. I continue to make entries every week onto the Facebook page. The Facebook entry was then sent to all the neighborhood watch groups.

I organized the second Moorwood Farms / Lochwoode re-organizational Neighborhood Watch group meeting. I along with Deputies Mary Hull and Paul Narlock distributed approx. 600 fliers to the area residents prior to the meeting. It was held at the 9th grade campus; many residents participated in this meeting. We discussed the basics of watches and its construction (organization) and also spoke on other current topics (fraud, larcenies from Autos, speeders, etc.). A question/answer period was included for additional topics if needed.

I participated with a Gay/Straight Alliance sponsored event at the Holt High School. I assisted Dep. Mary Hull with an educational training module that the students were able to engage in; a mock computer driving simulator was also available for the students to test their skills of driving while being distracted. The simulator was a great and safe learning tool for the students; other learning tools were the wearing of special goggles that created a distorted view for everyone who wore them (it created a view of either slightly intoxicated or very sleepy driver). The students then while wearing the special goggles would then attempt to walk in a straight line, the results were sometimes humorous. This event took place for several days ; I helped with several of the days.

OTHER MATTERS

I investigated several accidents both with and without injury to persons. All accidents were mostly between two vehicles with moderate damage. Several of the vehicles required that they be towed from the location. All injuries were evaluated/treated at scene by the Delhi Twp fire dept. If a patient was taken to any area hospital a follow up with their emergency staff was conducted for status of the victim.

I also investigated a hit and run of a parked vehicle on private property. No injuries, minor to moderate damage to the parked vehicle. The vehicle was unoccupied at the time of the incident. No video was available; no witnesses.

I investigated a late credit card fraud from 2006; no suspects or additional information was given. The incident occurred in the state of Connecticut in 2006. A fraud/loss prevention report is pending from the original credit institution.

DELHI CHARTER TOWNSHIP
Department of Community Development

January 2013 Activity Report

New Permits:

<u>Category</u>	<u>DDA Area Permits</u>	<u>Total Permits</u>	<u>Total Inspections</u>
Building	8	15	49
Electrical	2	14	25
Mechanical	3	23	72
Plumbing	2	8	33
Fire Inspections	N/A	N/A	0
Totals	15	60	179

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	2	25
Soil Erosion Waivers	2	2	0
APA Projects	0	1	3
Totals	3	5	28

New Code Enforcement Cases:

<u>Category</u>	<u>DDA Area Cases</u>	<u>Total Cases</u>
Building Maintenance	0	3
Fence Violation	0	1
Junk & Debris	4	5
Junk Vehicles	2	4
Miscellaneous	1	2
Noxious Weeds	0	0
Sidewalk Snow	0	0
Sign	1	2
Site Plan	0	0
Yard Parking	0	0
Improper Zoning Use	0	1
Totals	8	18
Total # of Inspections	31	

Rental Program Information:

Number of New Registered Rental Properties	4
Number of Rental Re-inspections	82
Number of Rental Investigations	3
Number of Rental Cycle Inspections	268

Civil Infraction/Abatement Information:

Abatement/Clean-ups	0
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	\$0.00
Civil Infractions Issued	2
<i>Civil Infraction Fines Issued (Year to date)</i>	\$300.00

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	
COMMERCIAL ALTERATION							
PB13-009	1845 CEDAR STREET	LARRY KLEIVER	<i>INSTALL 24 - 4' SECTIONS OF LEAD WALLS</i>	\$2,600	\$55.00	Y	
COMMERCIAL ALTERATION				\$2,600	\$55.00		Total: 1
COMMERCIAL MISCELLANEOUS							
PB13-004	4000 HOLT ROAD	J. F. SHEWCHUCK CONSTRUCTION	<i>RE-ROOF</i>	\$8,000	\$50.00	Y	
PB13-003	2181 WEST BOULEVARD	T-MOBILE CENTRAL LLC	<i>ANTENNA UPGRADE AT AN EXISTING CELL TOWER</i>	\$0	\$50.00		
COMMERCIAL MISCELLANEOUS				\$8,000	\$100.00		Total: 2
DEMOLITION							
PB13-008	2457 CEDAR STREET	COMMERCIAL SERVICES COMPANY,LTD	<i>DEMO SUSPENDED CEILING, NON BEARING WALLS, TRIM AND PANELING</i>	\$0	\$50.00	Y	
DEMOLITION				\$0	\$50.00		Total: 1
MOBILE HOME IN PARK							
PB13-006	4075 HOLT ROAD # 166	T.S. MOBILE HOME SERVICE	<i>MOBILE HOME SETUP</i>	\$0	\$150.00		
PB13-007	4075 HOLT ROAD # 208	T.S. MOBILE HOME SERVICE	<i>MOBILE HOME SETUP</i>	\$0	\$150.00		
MOBILE HOME IN PARK				\$0	\$300.00		Total: 2
RESIDENTIAL ADDITION							
PB13-002	1825 DOGWOOD DRIVE	DAVID G. SCHERTZING BUILDERS, INC.	<i>22, x 28' ADDITION</i>	\$59,136	\$360.00		
RESIDENTIAL ADDITION				\$59,136	\$360.00		Total: 1
RESIDENTIAL ALTERATION							
PB13-010	3845 KNOTWOOD DRIVE	HOME REPAIR CONTRACTING CORP	<i>CONVERT EXISTING BEDROOM INTO A BATHROOM</i>	\$22,600	\$188.00		
RESIDENTIAL ALTERATION				\$22,600	\$188.00		Total: 1

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
RESIDENTIAL MISCELLANEOUS						
PB13-001	4838 SUTHERLAND DRIVE	EGGLESTON, JOSH	<i>TEAR OFF AND RE-ROOF EXISTING DWELLING</i>	\$8,000	\$50.00	
RESIDENTIAL MISCELLANEOUS				\$8,000	\$50.00	Total: 1
RESIDENTIAL STORAGE/GARAGE						
PB13-005	1783 GROVENBURG ROAD	WAGEMAKER, JOHANNES F &	<i>30' x 40' POLE BARN</i>	\$21,600	\$132.00	
RESIDENTIAL STORAGE/GARAGE				\$21,600	\$132.00	Total: 1
SIGN						
PS13-001	5601 AURELIUS ROAD	A-OK MECHANICAL	<i>REPLACE 1/2 OF EXISTING WALL SIGN WITH A 2' X 4" "KELLYS COINS" SIGN</i>	\$0	\$66.00	Y
PS13-002	1375 N CEDAR ROAD	LONG, VERN	<i>INSTALL A 18 SQ FT GROUND MOUNTED SIGN</i>	\$0	\$68.00	Y
PS13-003	2380 CEDAR ST 17	DOUGLAS SIGNS	<i>REPLACE EXISTING WALL SIGN WITH A NEW 32 SQ FT WALL SIGN</i>	\$0	\$82.00	Y
PS13-004	2380 CEDAR ST 17	DOUGLAS SIGNS	<i>REPLACE EXISTING POLE SIGN INSERT WITH A NEW 56 SQ FT SIGN INSERT</i>	\$0	\$106.00	Y
PS13-005	2375 CEDAR STREET	MID-MICHIGAN SIGN	<i>INSTALL A 28.5 SQ FT WALL SIGN</i>	\$0	\$79.00	Y
SIGN				\$0	\$401.00	Total: 5
Totals:				\$121,936	\$1,636.00	15

Permit.DateIssued Between 01/01/2013 AND 01/31/2013
AND
Permit.PermitType = Building OR
Permit.PermitType = Sign

SUMMARY OF CONSTRUCTION VALUES

Year	2007		2008		2009		2010		2011		2012	
Type	Total Permits	Total Value										
Commercial Addition, Alteration & Commercial Misc	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00	37	\$1,029,347.00	38	\$3,549,664.00
Commercial New Structures	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00	5	\$3,951,772.00	4	\$906,716.00
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00	233	\$ 1,262,153.00	243	\$ 1,097,292.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	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	25	\$ 3,065,174.00
Residential Addition, Residential Alteration	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00	46	\$ 1,021,182.00	48	\$ 1,055,333.00
Residential Multiple Family & Apartment Units	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00	3	\$ 3,694,734.00	0	\$ -

2013 Year to date Construction Values:

Commercial / Industrial:	\$ 10,600.00
Residential:	\$ 111,336.00
Total Single Family Homes:	0

DELHI CHARTER TOWNSHIP**MEMORANDUM**

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2013

RE: Interagency Cash Transfer Agreement between Delhi Township and Michigan Rehabilitation Services

Enclosed for your review and approval is an "Interagency Cash Transfer Agreement" between Delhi Township and Michigan Rehabilitation Services (MRS).

The purpose of this Agreement is to enable the Township to provide MRS non-federal share monies (\$14,000) as a match for MRS to receive federal funding (\$37,852). Together these funds (\$51,852) support a cooperative relationship between MRS and the Township to improve vocational rehabilitation services to persons with disabilities with the ultimate goal of achieving successful employment. This program will also ensure the provisions of independent living services are available to MRS customers if needed.

The primary role of Delhi Township is to act as the fiduciary agent and transfer only those funds received (\$14,000) from the Capital Area Center for Independent Living (CACIL) to ensure MRS receives their federal funding support. No other source of Township funds can be used for the purposes of this Agreement.

Recommended Motion:

To approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services in its substantial form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:	
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)	
STATE OR LOCAL PUBLIC AGENCY NAME: Delhi Charter Township	
AGREEMENT TYPE: New: <input checked="" type="checkbox"/> Continuation: <input type="checkbox"/>	
AGREEMENT BEGIN AND END DATE: October 1, 2012 to September 30, 2013	FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2013
GRAND TOTAL OF THIS AGREEMENT: 51,852	AGREEMENT TITLE: Delhi Charter Township

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

- (i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to prepare for, secure, retain, or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- (iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS FY 2013 State Plan, including but not limited to implementation of an Order of Selection

for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

I. Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in the Education Department General Administrative Regulations (EDGAR) provision at 34 CFR 80.24(a)(1).

II. Description of the Program

A. Purpose of the Program

1. Purpose Statement

The purpose of this program is to support a cooperative relationship between MRS and Delhi Charter Township to improve vocational rehabilitation services to persons with disabilities.

This program provides funding support for the Michigan vocational rehabilitation program and allows for the provision of a full range of vocational rehabilitation services to customers with disabilities as applicable. It is the goal of this program that eligible individuals achieve successful employment outcomes.

2. Target Population

This program targets the general population with disabilities. MRS services will not be extended to or include non-MRS customers.

3. Target Geographic Area

Delhi Charter Township, Clinton, Eaton, Ingham and Shiawassee Counties

4. Outcome Goals

Based on MRS service categories, the parties have mutually agreed on the following outcome goals:

- 1. Total number of participants to be served – 36**
- 2. Applications – 24**
- 3. Closed successful – 12**

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

MRS may provide, arrange or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

This program will also ensure the provisions of independent living services are available to MRS customers if needed and identified in an Individualized Plan for Employment.

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

The Lansing District Office Manager, Rosanne Renauer, or designee is the primary administrative contact for this program.

MRS agrees to assign professional staff as required to accomplish the goals and administration of the agreement.

The primary role of MRS is to act as the program manager in the delivery of vocational rehabilitation services to customers with disabilities using funds provided as a result of this agreement.

2. Role of state or local public agency

The Manager of Delhi Charter Township, John Elsinga, or designee is the primary administrative contact for this program.

Delhi Charter Township agrees to assign professional staff as required to administer the agreement.

As applicable, Delhi Charter Township may refer individuals with a perceived disability for determination of eligibility, priority for service and vocational rehabilitation.

The primary role of the Charter Township of Delhi is to act as the fiduciary agent and transfer state or local funds in accordance with the terms of this Interagency Cash Transfer Agreement. The Charter Township of Delhi shall only be responsible for transferring non-federal funds that are designated for this purpose and in accordance

with this Agreement. This Agreement shall be contingent on the availability of such funds.

The provisions of this Agreement (including, but not limited to, Section II.E. and Section IV) shall not be construed as obligating the Charter Township of Delhi to transfer or pay the general funds, or other funds, of the Township. All transfers and/or payments required by this Agreement shall be made by the Charter Township of Delhi solely from non-federal funds received by the Township pursuant to this Agreement.

The Charter Township of Delhi shall have no duties, responsibilities or obligations under this Agreement except as clearly and expressly described in this Agreement.

The Charter Township of Delhi shall not be answerable or liable for other than its gross negligence or willful misconduct.

The Charter Township of Delhi shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from MRS.

The Charter Township of Delhi shall not be under any obligation to prosecute any action or suit in any way related to this Agreement which, in its sole judgment, may involve it in expense or liability.

The Charter Township of Delhi shall not be responsible for any failure or delay in the performance of its obligations under this Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its reasonable control.

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

The MRS Lansing District Office Manager or representative will provide information to Delhi Charter Township as requested and required on an annual basis. This data consists of number of individuals served, expenditures, services provided, and outcome status.

2. Progress Monitoring

The Lansing District Office manager or representative is responsible for progress monitoring throughout the year and reviews applicable data including expenditures and service provision on a quarterly basis to assure progress. Joint planning occurs informally throughout the year and formally on an annual basis. The formal planning session is expected to identify any changes needed. (See Program Evaluation section for metrics)

3. Program Evaluation

Program evaluation will be completed on an annual basis. Success is measured by the attainment of the goals as established in the outcome goals section of this agreement. Program evaluation meetings and activities may be scheduled by either party. The primary administrative contacts for both parties will be responsible for program evaluation activities.

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	\$14,000
MRS	Federal	73	\$37,852
Agreement Grand Total	Combined	100	\$51,852

III. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds. Program income generated or earned as a result of this Agreement cannot count toward satisfying a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services provided under this Agreement are only available to MRS applicants and eligible individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this Agreement pertains. Any funds remaining after the date identified in the box below may be redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected

August 1, 2013

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

IV. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement allows for the provision of enhanced and improved vocational rehabilitation services. A waiver has been granted by the Rehabilitation Services Administration authorizing this

Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
14,000	Ordinarily December 01, 2012/ for MRS FY 2013 within 5 days of obtaining signed agreement

V. Audits and Records

The state or local public agency agrees:

- A. To maintain and retain, during and for seven (7) years after termination of this Agreement, books, records and all other documents relating to this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of such seven (7) year period, the state or local public agency shall retain the records until resolution of the audit findings.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.
- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.
- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

VI. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

- A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VII. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement.

The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VIII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

IX. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

X. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.
- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.
- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.
- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

- A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.
- B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the department of civil rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.
- C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

XI. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XII. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

Agreement #: 1211
MRS District & Site: Lansing/Lansing

XIII. Effective Date, Approval, and Execution

This agreement is effective on **October 1, 2012**.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

MRS Representative Signature

State or Local Public Agency Representative Signature

ROSANNE RENAUER
Printed Name of Signatory (all capital letters)

JOHN B. ELSINGA
Printed Name of Signatory (all capital letters)

District Manager
Title

Township Manager
Title

Date

Date

MRS Local Address: Lansing District Office 1048 Pierpont, Suite 1 Lansing, MI 48913	State or Local Public Agency Name and Address: Delhi Charter Township 2074 Aurelius Rd. Holt, MI 48842
	Name, Title, and Phone Number of State or Local Public Agency Representative: John Elsinga, Manager (517) 694-2137
	Federal Identification Number: 38-6019639

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2013

RE: Side Agreement to Interagency Cash Transfer Agreement between Delhi Township and Capital Area Center for Independent Living (CACIL)

Enclosed for your review and approval is a "Side Agreement to Interagency Cash Transfer Agreement" between the Capital Area Center for Independent Living (CACIL) and Delhi Charter Township.

Subsequent to the Township's approval of the Interagency Cash Transfer Agreement with MRS, we need to enter into another agreement with CACIL to ensure the source of funds required for the transfer of non-federal funds from the Township to MRS. This Side Agreement recognizes both the Interagency Cash Transfer Agreement along with the receipt of such funds from CACIL to meet that obligation.

Therefore, I recommend its approval to enable the Township to implement their goal of creating employment and independent living for persons with disabilities.

Recommended Motion:

To approve the Side Agreement to Interagency Cash Transfer Agreement between Delhi Charter Township and Capital Area Center for Independent Living in its substantial form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

**SIDE AGREEMENT TO
INTERAGENCY CASH TRANSFER AGREEMENT**

This Side Agreement to Interagency Cash Transfer Agreement dated this ___ day of _____, 2013 (the "Effective Date"), by and between the Capital Area Center for Independent Living ("CACIL") and the Charter Township of Delhi (the "Township").

WHEREAS, Michigan Rehabilitation Services and the Township have entered into an Interagency Cash Transfer Agreement (the "ICTA"), dated _____, 2013; and

WHEREAS, the Township and CACIL desire to enter into this Side Agreement in order to supplement and clarify their relationship with respect to the ICTA; and

WHEREAS, the Township and CACIL, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows.

THEREFOR, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. With respect to Section II.E. ("Share of Cost to be Assumed by Each Agency") of the ICTA, CACIL acknowledges and agrees that the Township's responsibility for its share of cost as described in the table found in Section II.E. is contingent upon the Township's receipt of such funds in the indicated amount from CACIL or otherwise received by the Township pursuant to the ICTA, and, notwithstanding the amount indicated in that table, the Township's share of cost is strictly limited to the amount of funds that have been transferred to and received by the Township pursuant to the ICTA. Under no circumstances shall the Township be obligated to transfer any general funds, or any other Township funds, pursuant to the ICTA or this Side Agreement.

2. With respect to Section IV.A. ("Terms of Payment") of the ICTA, CACIL acknowledges and agrees that the payment referenced therein shall be made solely from funds received by the state or local agency from CACIL, or funds otherwise received by the Township pursuant to the ICTA.

3. With respect to Section IV.B. ("Payment Schedule") of the ICTA, CACIL acknowledges and agrees that the Township's responsibility to transfer the payment described in the table found in Section IV.B. is contingent upon the Township's prior receipt of such funds in the indicated amount from CACIL or otherwise received by the Township pursuant to the ICTA, and, notwithstanding the amount indicated in that table, the Township's payment is strictly limited to the amount of funds that have been transferred to and received by the Township pursuant to the ICTA. Under no circumstances shall the Township be obligated to transfer or pay any general funds, or any other Township funds, pursuant to the ICTA or this Side Agreement.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties to this Side Agreement hereby execute this agreement as of the Effective Date.

CAPITAL AREA CENTER FOR
INDEPENDENT LIVING

By: _____

Its: _____

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2013,
by _____.

_____ (signature)
_____ (printed)
Notary Public, State of Michigan, _____ County
My Commission expires: _____
Acting in the County of _____

CHARTER TOWNSHIP OF DELHI

By: _____
John Elsinga

Its: Township Manager

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2013, by John Elsinga, Township Manager, Charter Township of Delhi.

_____ (signature)
_____ (printed)
Notary Public, State of Michigan, _____ County
My Commission expires: _____
Acting in the County of _____



**Capital Area
Center for Independent Living**
"Your Disability Resource"

Delhi Charter Township Board
John Elsinga, Township Manager
2074 Aurelius Road.
Holt, MI 48842-6320

December 18, 2012

Dear Sirs/Madams:

I am enclosing a short summary of what Centers for Independent Living (CIL) are. There are 15 CILs in the state of Michigan and over 400 in the nation. CILs are the only organizations that serve cross disability/all disabilities.

The Capital Area Center for Independent Living (CACIL) has been serving the greater Lansing community since 1976. According to the 2010 Census, the greater Lansing area is composed of between 14-17% of people with disabilities.

CACIL served 144 people from Delhi Township out of the total people served in the four counties of Ingham, Eaton, Clinton and Shiawassee last year. Six percent of 2,453 people that were served by CACIL were from Delhi Township.

CACIL is asking Delhi Township to assist us in obtaining approximately \$50,000 to increase CACIL services.

By enabling an unfettered money transfer of \$14,000 from CACIL thru the township to Michigan Rehabilitation Services (MRS) who in turn sends this to the Federal government, who then triples it, sends it back to MRS and MRS use that money to purchase Independent Living services from CACIL, with the result being an increase in the number of people served

This system is being used by many CILs around the state to increase CIL's monetary flow in order to increase services.

Thank you for your time and support.

Sincerely:

Ellen Weaver, RN, BS, MA, CRRN, CRC, LPRC
Executive Director, Capital Area Center for Independent Living

Purpose of Centers for Independent Living (CILs)

Centers for Independent Living (CILs) are community-based organizations that promote independence, inclusion and self-sufficiency for Michigan's 2 million citizens with disabilities. Each year the 15 CILs in Michigan support over 30,000 children, youth, adults and seniors with disabilities to lead more independent, self-directed lives. In addition, we work to ensure our communities are accessible to all people and employers understand the value a diversified workforce offers to their bottom-line. Our focus is to assist people move from public dependency by ensuring our society values the contributions of all people, including people with disabilities.

CILs were started by persons with disabilities who could not get the needed supports in a community that was inaccessible. They were developed to assist people gain equal opportunities for living and working in our communities. CILs were officially recognized in the federal Rehabilitation Act of 1973, as amended in 1978. The Act sets a goal of providing people with disabilities the tools they need for personal and economic self-sufficiency.

Cost of Dependence versus Independence:

When Michigan's citizens with disabilities do not have access to opportunities which promote self-sufficiency, the cost to Michigan is great. First, the loss in human potential is incalculable. Each of Michigan's CILs have a myriad of stories of real people who they helped discover a hidden wealth of self-empowerment which they have in turn used to better themselves and their communities. Second, when people with disabilities are empowered to live dependent lives, the direct costs in Michigan total in the billions. These supports include:

- Medicaid/Medicare
- Housing Vouchers and other Housing Support
- Temporary Assistance to Needy Families
- Supplemental Nutrition Assistance Program
- Social Security Income
- State Disability Aid
- Transportation Supports

There are many other costs to a community such as the stress on community food banks, homeless shelters and other community services.

When we promote independence for people with disabilities we promote:

- Fiscal Responsibility and Self-Sufficiency
- Employment and Increased Tax Revenue
- Home Ownership
- Ability to Pay for Healthcare
- Increased Purchasing Power and Spending on Michigan's Products and Services.

Return on Investment:

In 2011, CILs saved taxpayers an estimated \$46 million dollars; \$19 for every dollar invested in CIL services

Statement of Need:

Based on a recent analysis of unmet needs Disability Network/Michigan has discovered four areas that need to be addressed. (see attached report for further details)

Specific areas of concern include:

- Providing services to un-served and underserved areas (rural areas)
- Increased need to help individuals navigate through systems (i.e. MRS, DHS, etc)
- Unmet need in serving families that have children with disabilities
- Increase in aging population that need community based supports

In order to meet these needs we need to increase our financial resources. *After a careful analysis of existing resources; and a review of the capacity needed to provide comprehensive statewide services we felt it was fair to ask the legislature for an increase of \$3 million in gf/gp, bringing our total state core funding to \$6.8 million.* Although, this is not the full amount we feel we need to accomplish our mission, we felt it was a fair amount to request given the current state of the economy.

Summary:

CILs for over 30 years have proven to be a invaluable resource to our communities, and to people with disabilities. Our organizations have a strong track record of providing high-quality services in an efficient manner that SAVES MICHIGAN MONEY! CILs are an investment, not an expense.



**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 19, 2013**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, February 19, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Members Absent: None

Others Present: John Elsinga, Township Manager
Rick Royston, Fire Chief
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 - None

CONSENT AGENDA

- A. Approval of Minutes – Committee of the Whole February 5, 2013
- B. Approval of Minutes – Regular Meeting of February 5, 2013
- C. Approval of Claims – February 5, 2013 (ATTACHMENT I)
- D. Approval of Payroll – February 14, 2013 (ATTACHMENT II)

Sweet moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

NEW BUSINESS

INTERAGENCY CASH TRANSFER AGREEMENT BETWEEN DELHI CHARTER TOWNSHIP AND MICHIGAN REHABILITATION SERVICES

The Board reviewed a memorandum dated February 14, 2013 from Twp. Mgr. Elsinga (ATTACHMENT III).

Hayhoe moved to approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services in its substantial

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 19, 2013**

form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

SIDE AGREEMENT TO INTERAGENCY CASH TRANSFER AGREEMENT BETWEEN DELHI CHARTER TOWNSHIP AND CAPITAL AREA CENTER FOR INDEPENDENT LIVING

The Board reviewed a memorandum dated February 14, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IV).

Warfield moved to approve the Side Agreement to Interagency Cash Transfer Agreement between Delhi Charter Township and Capital Area Center for Independent Living in its substantial form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

2013 FIRE DEPARTMENT VEHICLE PURCHASE

The Board reviewed memorandums dated February 12, 2013 from Twp. Mgr. Elsinga and February 5, 2013 from Richard Royston, Fire Chief (ATTACHMENT V).

Harmon moved to approve the purchase of a 2013 Ford Explorer from Gorno Ford in the amount of \$28,759 for the Fire Department.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

RESOLUTION NO. 2013-005 – POST-ISSUANCE TAX COMPLIANCE POLICY

The Board reviewed a memorandum dated February 14, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VI).

Hope moved to adopt Resolution No. 2013-005 which adopts the Post-Issuance Tax Compliance Policy as Delhi Township Policy No. 128.

A Roll Call Vote was recorded as follows:

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

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 19, 2013**

REPORTS

SUPERVISOR

Supervisor Davis reported on the 1st Annual Holt and Mason (HaMMy) Scholarship Talent Challenge.

TREASURER

Treasurer Sweet reported on the Fourth Quarter Investment Report (ATTACHMENT VII).

Treasurer Sweet also reported on the winter tax collection, stating that the Treasurer's office collected 94% of the tax roll which is consistent with the past two years.

CLERK

Clerk Hope stated that he has been contacted by some residents still interested in an urban chicken ordinance and suggested that the Planning Commission revisit the item.

LIMITED PUBLIC COMMENTS - None

ADJOURNMENT

Meeting adjourned at 7:42 p.m.

Date: March 5, 2013

Evan Hope, Township Clerk

Date: March 5, 2013

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

February 5, 2013

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated February 5, 2013 numbered 83028 thru 83116 & ACH 2383 thru 2402. Every invoice has a payment authorizing signature(s).

Dated: February 5, 2013

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated February 5, 2013 show payments made from the following funds:

General Fund	\$	215,367.97
Fire Fund		11,742.65
Police Fund		200,092.15
Fire Equip. & Apparatus Fund		3,924.69
Water Improvement Fund		185.00
Brownfield Redevelopment Fund		30.00
Downtown Development Fund		74,987.89
Sewer Fund		77,841.55
Trust & Agency Fund		68,004.68
Current Tax Fund		19,677.74
Grand Total	\$	<u>671,854.32</u>

Includes the following to be reimbursed from separate bank accounts:

Employee Flexible Spending Acct	\$	279.99
Current Tax Account	\$	19,677.74

Dated: February 5, 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.(Barnhart & Son, Inc. \$13,133.51 For Ditch Sludge Removal at POTW-Emergency**Approval by Consent** 2/19/13) .

Dated: February 5, 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 February 19, 2013 a motion was made by _____ and passed by _____ yes votes and _____ no votes (_____ absent) that the list of claims dated February 5, 2013, was reviewed, audited and approved.

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 01/23/2013 - 02/05/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BANK OF AMERICA	MTA TAX CREDIT	8.22
DIVERSIFIED PROPERTY SOL	MI TAX TRIBUNAL REFUND FOR 2011	6,131.04
DIVERSIFIED PROPERTY SOL	MI TAX TRIBUNAL REFUND FOR 2011	1,115.62
SHANNON SICKLES	REFUND - CANCELLED KICKBALL	30.00
BILL & JANELLE MANOLAKOUD	REFUND OVERPYMT SPEC. ASSESS	200.78
CHERYL STAPLES TRUST	REFUND OVERPYMT SPEC. ASSESS	200.78
CHRISTOPHER BORTNICHAK	REFUND OVERPYMT SPEC. ASSESS	200.78
DAVID & NILSA MARK	REFUND OVERPYMT SPEC. ASSESS	200.78
MATTHEW J. WESAW	REFUND OVERPYMT SPEC. ASSESS	200.78
TRENT & LISA LUDWIG	REFUND OVERPYMT SPEC. ASSESS	200.78
Total For Dept 000.00		8,489.56
Dept 101.00 LEGISLATIVE		
BANK OF AMERICA	MTA REGISTRATION/HARMON	304.00
BANK OF AMERICA	MTA REGISTRATION/HARMON	100.00
BANK OF AMERICA	MTA DINNER/WARFIELD	19.95
Total For Dept 101.00 LEGISLATIVE		423.95
Dept 171.00 MANAGER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	296.05
BANK OF AMERICA	PLANNER REFILL/ELSINGA	32.81
ADP SCREENING & SELECT	SUBSCRIPTION/BACKGROUND	27.57
BANK OF AMERICA	NPELRA MEMBERSHIP/THIELEN	175.00
VERIZON WIRELESS	CELLULAR JANUARY	50.92
BANK OF AMERICA	PARKING/ELSINGA	2.00
BANK OF AMERICA	MTA LUNCH/VANDER PLOEG	7.73
BANK OF AMERICA	MTA BREAKFAST/VANDER PLOEG	6.42
BANK OF AMERICA	MTA LUNCH/VANDER PLOEG	24.57
BANK OF AMERICA	MTA DINNER/VANDER PLOEG	31.08
BANK OF AMERICA	MTA 1/3 PARKING/VANDER PLOEG	25.00
BANK OF AMERICA	MTA LODGING/VANDER PLOEG	447.99
BANK OF AMERICA	MPELRA PROGRAM REG./THIELEN	90.00
BANK OF AMERICA	MWEA EVENT/ELSINGA	65.00
MICHIGAN ECONOMIC DEV	MEDA CONFERENCE/ELSINGA	90.00
Total For Dept 171.00 MANAGER		1,372.14
Dept 191.00 ACCOUNTING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	5.42
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	46.49
DELHI TOWNSHIP TREASURER	11/20/12 MILEAGE/BEHNKE	21.65
MGFOA	MGFOA/MMTA SEMINAR/MEREDITH	104.00
Total For Dept 191.00 ACCOUNTING		177.56

Dept 215.00 CLERK		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	258.32
VERIZON WIRELESS	CELLULAR JANUARY	49.62
DELHI TOWNSHIP TREASURER	1/1-12/31/12 MILEAGE/GOULET	19.54
AMY D FINCH	1/22-25/13 MILEAGE-FINCH	100.57
BANK OF AMERICA	2013 IIMC MEMBERSHIP/HOPE	185.00
BANK OF AMERICA	MTA LODGING/HOPE	376.12
BANK OF AMERICA	MTA DINNER/FINCH	24.07
BANK OF AMERICA	MTA LUNCH/FINCH	24.57
BANK OF AMERICA	MTA LODGING & PARKING/FINCH	472.99
BANK OF AMERICA	MTA LUNCH/FINCH	7.38
Total For Dept 215.00 CLERK		1,518.18

Dept 228.00 INFORMATION TECHNOLOGY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	80.89
DELHI CHARTER TOWNSHIP-I.T.	REAL VNC YEARLY RENEWAL	12.50
AD-INK & TONER SUPPLY	4 TONERS	300.99
AD-INK & TONER SUPPLY	2 INK CARTRIDGES/VANDER PLOEG	39.98
INTERSTATE ALL BATTERY	2 UPS BATTERIES & SHIPPING	61.98
APPLICATION SPECIALIST KO	2/20-3/19/2013 ANTI-SPAM & E-MAIL	270.00
VERIZON WIRELESS	CELLULAR JANUARY	49.62
BANK OF AMERICA	200-PIN SODIMM UPGRADE DELL	37.99
DELHI CHARTER TOWNSHIP-I.T.	DELL 19" MONITOR	74.19
DELHI CHARTER TOWNSHIP-I.T.	DELL 19" MONITOR	75.25
DELHI CHARTER TOWNSHIP-I.T.	DELL 19" MONITOR	74.21
ROBERT L SCHAFER	(2) 19" MONITORS/ALBERT&LENON	154.65
APPLICATION SPECIALIST KO	PROBLEM WITH MESSAGE LABS	250.00
BS&A SOFTWARE	FIELD INSPECTION/YEARLY	600.00
BS&A SOFTWARE	DELINQ PERSONAL PROPERTY/YRLY S	630.00
Total For Dept 228.00 INFORMATION TECHNOLOGY		2,712.25

Dept 253.00 TREASURERS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	215.16
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	196.26
BANK OF AMERICA	LANSING STATE JOURNAL	300.03
LORI CURTIS	1/2-25/2013 MILEAGE-CURTIS	40.45
DELHI TOWNSHIP TREASURER	12/14-12/31/12 MILEAGE/CURTIS	18.75
DELHI TOWNSHIP TREASURER	11/1-12/31/12 MILEAGE/TEBEAU	17.71
BANK OF AMERICA	MTA DINNER/TEBEAU	27.20
BANK OF AMERICA	MTA 1/3 PARKING/TEBEAU	25.00
BANK OF AMERICA	MTA LUNCH/TEBEAU	10.55
BANK OF AMERICA	MTA LUNCH/TEBEAU	6.10
BANK OF AMERICA	MTA BREAKFAST/TEBEAU	5.58
BANK OF AMERICA	MTA LODGING/TEBEAU	447.99
Total For Dept 253.00 TREASURERS		1,310.78

Dept 257.00 ASSESSING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	349.43
360 SERVICES, INC.	PERSONAL PROP STATEMENTS	367.66
360 SERVICES, INC.	EST. POSTAGE FOR 2013 ASSMT.	4,056.00
FRISCHMAN APPRAISAL	PARKER HANNEFIN APPRAISAL	375.00

VERTALKA & VERTALKA, INC.	APPRAISAL SERVICES 5035 HOLT	4,750.00
BANK OF AMERICA	BOR TRAINING	331.50
DELHI TOWNSHIP TREASURER	LUNCH/ELIZABETH TOBIAS	15.00
DELHI TOWNSHIP TREASURER	LUNCH/WILSON	15.00
DELHI TOWNSHIP TREASURER	EDUCATION & TRAINING	15.00
	Total For Dept 257.00 ASSESSING	10,274.59

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

Dept 265.00 BUILDING & GROUNDS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	73.85
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	49.15
VERIZON WIRELESS	CELLULAR JANUARY	12.54
TDS METROCOM	LOCAL SERVICE JANUARY	1,217.67
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	5,450.77
CONSUMERS ENERGY	GAS-2074 AURELIUS	2,912.23
ACE HARDWARE	WELD CEMENT/PAINT BRUSH/CSC	19.84
HENDERSON GLASS, INC.	GLASS/HANDLES/LABOR/CSC	268.20
	Total For Dept 265.00 BUILDING & GROUNDS	10,816.75

Dept 276.00 CEMETERY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	68.44
VERIZON WIRELESS	CELLULAR JANUARY	12.55
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	28.57
	Total For Dept 276.00 CEMETERY	109.56

Dept 281.00 STORMWATER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	72.05
HUBBELL, ROTH & CLARK, INC	GRAND RIVER WWP-CMI REVIEW	2,944.74
TRI-COUNTY REGIONAL	2012 GLRC SURVEY COSTS	1,691.00
INGHAM COUNTY TREASURER	2012 DRAIN ASSESSMENTS	52,669.36
INGHAM COUNTY TREASURER	2012 DRAIN ASSESSMENTS	92,156.90
	Total For Dept 281.00 STORMWATER	149,534.05

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 1/1-2/1/2013	6,855.92
WIELAND OAKWOOD LLC	TEMP & PERM TRAIL EASEMENT	7,029.00
	Total For Dept 446.00 INFRASTRUCTURE	13,884.92

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	661.12
AMERICAN ASSOC. OF CODE	2013 ACE MEMBERSHIP/LARNER	75.00
INTERNTL CODE COUNCIL, INC	ICC MEMBERSHIP DUES/MASTIN	125.00
MICHIGAN ASSOC. OF CODE	2013 MACEO MEMBERSHIP/LARNER	40.00
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	12.54
VERIZON WIRELESS	CELLULAR JANUARY	56.31
VERIZON WIRELESS	CELLULAR JANUARY	220.36
TDS METROCOM	LOCAL SERVICE JANUARY	86.67

BANK OF AMERICA	DRYER CLAMPS,PIPE VENT/ADELPH	12.97
BANK OF AMERICA	CORD CREDIT/1953 ADELPHA	(17.00)
CONSUMERS ENERGY	ELECTRIC 1953 ADELPHA	22.87
CONSUMERS ENERGY	GAS 1953 ADELPHA	79.22
BANK OF AMERICA	BATTERY & LABOR/#56	84.10
DELHI TOWNSHIP TREASURER	DEEDS FOR DENESUK PROPERTIES	4.00
DELHI TOWNSHIP TREASURER	WOODLAND LAKES EASEMENT	37.90
SNYDER CODE SERVICES	CONTINUING EDUCATION/MASTIN	299.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		1,800.06

Dept 752.00 PARKS ADMINISTRATION

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	86.31
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	2.52
VERIZON WIRELESS	CELLULAR JANUARY	0.78
VERIZON WIRELESS	CELLULAR JANUARY	80.96
TDS METROCOM	LOCAL SERVICE/SENIOR CENTER	285.10
TDS METROCOM	LOCAL SERVICE JANUARY	146.73
SPARROW OCC HEALTH SERV	PHYSICALS	649.50
Total For Dept 752.00 PARKS ADMINISTRATION		1,251.90

Dept 771.00 PARKS

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	(274.13)
D & M SILKSCREENING	8 HOODS/18 HATS	351.40
ACE HARDWARE	10W40 OIL/ARMOR ALL/MISC. MDSE.	15.81
ACE HARDWARE	10 MISC. MDSE.	9.68
ACE HARDWARE	4 MISC. MDSE.	5.40
AMERICAN RENTAL	PORTABLE TOILET	70.00
MODEL COVERALL SERVICE	UNIFORM PANTS	144.00
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	45.73
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	1,092.99
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	1,112.16
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	22.24
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	36.73
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	290.05
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	264.72
CONSUMERS ENERGY	GAS 2108 CEDAR	55.85
KELLY EQUIPMENT SERVICE	ADJUSTED STOVE BURNER/SR CEN	145.00
MENARDS LANSING SOUTH	CAP/SUPER CLEAN/ 6 PK CFL	34.93
PARRY BROTHERS REFRIG	ICE MACHINE REPAIR/SR CENTER	159.00
D & G EQUIPMENT INC	BOSS SALTER	1,375.60
SUPERIOR SAW	PARTS & LABAOR FOR SPRAYER	253.26
COMPLETE HITCH COMPANY	PARTS FOR PLOW REPAIR	236.00
FRANKIE D'S AUTO & TRUCK	LOF & AIR FILTER/#43	37.00
FRANKIE D'S AUTO & TRUCK	LOF & AIR FILTER/#41	47.00
FRANKIE D'S AUTO & TRUCK	LOF/BULB/BATTERY/#12	166.00
FRANKIE D'S AUTO & TRUCK	LOF/AIR FILTER/#44	50.00
FRANKIE D'S AUTO & TRUCK	LOF/#42	37.00
Total For Dept 771.00 PARKS		5,783.42

Dept 774.00 RECREATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	80.89
BANK OF AMERICA	SENIOR CITIZENS BUS TRIP DEPOSIT	100.00
SCOTT R. BLANKENSHIP	BASKETBALL OFFICIAL	125.00
JEFF BRYAN	BASKETBALL OFFICIAL	250.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
STEVEN E. ROGERS	BASKETBALL OFFICIAL	150.00
BANK OF AMERICA	LIFT RENTAL - HOLIDAY LIGHTS	250.00
	Total For Dept 774.00 RECREATION	<u>1,055.89</u>

Dept 850.00 OTHER FUNCTIONS		
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	269.08
DBI BUSINESS INTERIORS	(1) DZ MECH. PENCILS	6.29
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	10.79
DELHI TOWNSHIP TREASURER	POSTAGE DUE/RENTAL INSPECTION	0.44
BANK OF AMERICA	POSTAGE METER RENTAL 2/16-5/15	150.00
DSS CORPORATION	LASER FICHE MIANT AGREE	3,944.00
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
BANK OF AMERICA	GIS WEB HOSTING 1/10-2/9/13	1.00
BANK OF AMERICA	WUFOO SUBSCRIPTION 1/26-2/26/13	9.00
BANK OF AMERICA	SPARE VERIZON PHONE CHARGER	23.83
DELHI TOWNSHIP TREASURER	QTRLY MEETING REFRESHMENTS	37.20
DELHI TOWNSHIP TREASURER	QTRLY MEETING REFRESHMENTS	11.78
	Total For Dept 850.00 OTHER FUNCTIONS	<u>4,652.41</u>

Total For Fund 101 GENERAL FUND 215,367.97

Fund 206 FIRE FUND

Dept 000.00		
BANK OF AMERICA	AWARDS PINS	46.49
BANK OF AMERICA	PLAQUES	476.85
BANK OF AMERICA	AWARD PINS	72.88
DELTA DENTAL PLAN OF	COBRA DENTAL INSURANCE FEB	80.89
DIVERSIFIED PROPERTY	MI TAX TRIBUNAL REFUND FOR 2011	4,011.32
	Total For Dept 000.00	<u>4,688.43</u>

Dept 336.00 FIRE DEPARTMENT

DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,570.34
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	80.89
BARYAMES CLEANERS	UNIFORM CLEANING	232.93
BANK OF AMERICA	CERTIFICATES	31.96
BANK OF AMERICA	GASOLINE	28.50
BANK OF AMERICA	GASOLINE	40.00
BANK OF AMERICA	GASOLINE	68.44
BANK OF AMERICA	GASOLINE	38.37
BANK OF AMERICA	GASOLINE	55.00
BANK OF AMERICA	GASOLINE	56.05
BANK OF AMERICA	GASOLINE	50.50
BANK OF AMERICA	SHOES/SHIPPING/TAXES	96.23
NYE UNIFORM COMPANY	3 SHIRTS/NORRIS	118.50
NYE UNIFORM COMPANY	3 CARGO PANTS & FREIGHT/NORRIS	181.13

INTERNATIONAL ASSOCIATION	2013 IAFC DUES/ROYSTON	279.00
THE HUNDRED CLUB	2013 100 CLUB MEMBERSHIP DUES	100.00
SPARROW OCC HEALTH SERV	PHYSICALS	364.00
SPARROW OCC HEALTH SERV	PHYSICALS	2,586.60
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	1.68
VERIZON WIRELESS	CELLULAR JANUARY	166.95
VERIZON WIRELESS	CELLULAR JANUARY	240.73
TDS METROCOM	LOCAL SERVICE JANUARY	53.99
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	89.68
CONSUMERS ENERGY	GAS 6139 BISHOP	404.93
GRAINGER	2 TIME RELAY CONTROLS	31.06
ADP SCREENING & SELECT	BACKGROUND CHECKS	35.13
DELHI TOWNSHIP TREASURER	BREAKFAST/BUTCHER	6.00
DELHI TOWNSHIP TREASURER	BREAKFAST/BUTCHER	6.00
DELHI TOWNSHIP TREASURER	FIRE PREVENTION REFRESHMENTS	39.63
Total For Dept 336.00 FIRE DEPARTMENT		<u>7,054.22</u>

Total For Fund 206 FIRE FUND 11,742.65

Fund 207 POLICE FUND

Dept 000.00

DIVERSIFIED PROPERTY	MI TAX TRIBUNAL REFUND FOR 2011	<u>4,011.32</u>
Total For Dept 000.00		4,011.32

Dept 301.00 POLICE

ROBERT J. ROBINSON, ATTN	MOTOR VEH ORD DECEMBER	1,470.00
INGHAM COUNTY TREASURER	POLICE CONTRACT JANUARY	<u>194,610.83</u>
Total For Dept 301.00 POLICE		196,080.83

Total For Fund 207 POLICE FUND 200,092.15

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 000.00

DIVERSIFIED PROPERTY	MI TAX TRIBUNAL REFUND FOR 2011	<u>1,337.11</u>
Total For Dept 000.00		1,337.11

Dept 339.00 EQUIPMENT & APPARATUS

BANK OF AMERICA	GASOLINE	56.06
BANK OF AMERICA	UPS SHIPPING	95.98
FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING - REPAIR	221.95
FIRE SERVICE MANAGEMENT	TURNOUT GEAR - FREIGHT	39.47
BANK OF AMERICA	6 CASES BOTTLED WATER	26.82
MASON FIRE DEPARTMENT	REIMBURSEMENT MASON FIRE DEP	684.00
MASON FIRE DEPARTMENT	REIMBURSEMENT MASON FIRE DEP	615.00
SUPERIOR SAW	SHARPEN SAW BLADE/RESCUE 21	5.00
SUPERIOR SAW	1 GAL. BAR CHAIN OIL/RESCUE 21	13.99
ACE HARDWARE	2 LIGHT BULBS	17.98
BANK OF AMERICA	LODGING/ROYSTON	77.28
BANK OF AMERICA	LODGING/GRANT	77.28
BANK OF AMERICA	LUNCH/ROYSTON & GRANT	13.65
BANK OF AMERICA	BREAKFAST/ROYSTON & GRANT	17.95

BANK OF AMERICA	DINNER/ROYSTON & GRANT	24.70
BANK OF AMERICA	UPS SHIPPING	7.29
BANK OF AMERICA	UPS SHIPPING	16.71
BANK OF AMERICA	UPS SHIPPING	13.02
BANK OF AMERICA	UPS SHIPPING	26.41
BANK OF AMERICA	UPS SHIPPING	20.62
BANK OF AMERICA	UPS SHIPPING	8.00
BANK OF AMERICA	LODGING/BALL	393.90
BANK OF AMERICA	DINNER/BALL	18.08
BANK OF AMERICA	DINNER/BALL	11.57
BANK OF AMERICA	DINNER/BALL	13.53
BANK OF AMERICA	DINNER/BALL	7.95
BANK OF AMERICA	LUNCH/BALL & ROYSTON	26.92
BANK OF AMERICA	BREAKFAST/BALL	11.47
THOMAS STAMATIS	REIMBURSE EMS LICENSE/STAMAT	25.00
Total For Dept 339.00 EQUIPMENT & APPARATUS		<u>2,587.58</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 3,924.69

Fund 225 WATER IMPROVEMENT FUND

Dept 536.00 ADMINISTRATION & CONSTRUCTION

MID-MICHIGAN WATER AUTH	MMWA 2013 DUES	185.00
Total For Dept 536.00 ADMINISTRATION & CONSTRUCTION		<u>185.00</u>

Total For Fund 225 WATER IMPROVEMENT FUND 185.00

Fund 243 BROWNFIELD REDEVELOPMENT AUTH

Dept 000.00

FOSTER, SWIFT, COLLINS	MEDAWAR DECEMBER LEGAL FEE	30.00
Total For Dept 000.00		<u>30.00</u>

Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH 30.00

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

DIVERSIFIED PROPERTY	MI TAX TRIBUNAL REFUND FOR 2011	30,479.73
Total For Dept 000.00		<u>30,479.73</u>

Dept 728.00 DDA ADMINISTRATION

FOSTER, SWIFT, COLLINS	COLLEGE ROAD PROPERTY SALE	1,223.00
BANK OF AMERICA	AT&T LED SIGN 12/16/12-1/15/13	42.86
BANK OF AMERICA	AT&T LED SIGN 1/16-2/15/2013	42.80
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	0.67
TDS METROCOM	LOCAL SERVICE JANUARY	192.99
BANK OF AMERICA	2 CLOSET SHELVING & HARDWARE	306.29
ACE HARDWARE	8 BATTERIES/DOOR LOCKS ICSD	51.92
BANK OF AMERICA	LUNCH/COSGROVE	25.74
BANK OF AMERICA	2/14/13 BUSINESS & BAGELS/HAAS	60.00
Total For Dept 728.00 DDA ADMINISTRATION		<u>1,946.27</u>

Dept 729.00 DDA MARKETING & PROMOTION		
BLOHM CREATIVE PARTNERS	JANUARY OUR TOWN	14,225.73
BLOHM CREATIVE PARTNERS	OUR TOWN FRAMED ARTICLES	300.00
BLOHM CREATIVE PARTNERS	OUR TOWN ONLINE/EMAIL VERSION	250.00
BLOHM CREATIVE PARTNERS	25TH ANNIVERSARY COLLAGE	659.75
ENVIRONMENTAL SYSTEMS	BUSINESS ANALYST ONLINE	2,495.00
CHARLES GRINNELL	17 HOURS @ \$22/GRINNELL	374.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		18,304.48

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
BANK OF AMERICA	LIFT RENTAL - HOLIDAY LIGHTS	250.00
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		250.00

Dept 850.00 OTHER FUNCTIONS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	72.04
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF/DDA	355.00
VERIZON WIRELESS	CELLULAR JANUARY	12.54
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	441.41
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	91.68
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	197.16
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	327.00
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	173.83
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS	59.01
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,151.82
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	188.29
CONSUMERS ENERGY	GAS-2045 CEDAR	528.58
CONSUMERS ENERGY	GAS-2150 CEDAR	239.05
INGHAM COUNTY TREASURER	2012 DRAIN ASSESSMENTS	20,170.00
Total For Dept 850.00 OTHER FUNCTIONS		24,007.41

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	74,987.89
---	-----------

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
THOMAS, FELICIA	Sewer Usage	221.94
BANK OF AMERICA	SALES TAX CREDIT	(1.43)
Total For Dept 000.00		220.51

Dept 548.00 ADMINISTRATION & OVERHEAD		
BANK OF AMERICA	RETIREE ADDRESS	1.95
BANK OF AMERICA	RETIREE ADDRESS	1.95
UNEMPLOYMENT INSURANCE	2012 UNEMPLOYMENT EXPENSE	587.46
ICS MARKETING SERVICES	JANUARY SEWER BILLS	599.28
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		1,190.64

Dept 558.00 DEPT OF PUBLIC SERVICE		
DELTA DENTAL PLAN OF	DENTAL INSURANCE FEBRUARY	1,514.76
BANK OF AMERICA	17 SHIRTS/1 PANT/STAFF	377.03
BANK OF AMERICA	ZIPPER REPAIR WORK COAT/TRIGO	35.00
BARYAMES CLEANERS	UNIFORM DRYCLEANING	36.00
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79

MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	66.89
DELHI CHARTER TOWNSHIP-I.T.	COMPUTER EXPENSES	71.02
DELHI CHARTER TOWNSHIP-I.T.	DELL 19" MONITOR	73.14
BANK OF AMERICA	35' TEL-O-POLE HOT STICK	564.76
BANK OF AMERICA	(2) TWO WAY RADIOS/POTW	179.98
CATHEY COMPANY	200' 3/8" ID SAMPLER TUBING	186.00
CENTENARY UNITED	INDUSTRIAL DISHWASHER	500.00
FISHER SCIENTIFIC	LABORATORY SUPPLIES	240.85
ALEXANDER CHEMICAL CORP	HYPOCHLORITE	4,060.46
KAR LABORATORIES, INC.	MERCURY TESTING	225.00
KAR LABORATORIES, INC.	MERCURY TESTING	225.00
HUBBELL, ROTH & CLARK, INC	ENGINEERING ASSISTANCE/POTW	868.74
UNITED PARCEL SERVICE	SHIPPING CHARGES	10.00
BARNHART & SON, INC.	SLUDGE REMOVAL FROM DITCH	13,133.51
GRANGER	GREASE HAUL	87.50
METRONET LONG DISTANCE	LONG DISTANCE JANUARY	7.43
VERIZON WIRELESS	CELLULAR JANUARY	47.94
VERIZON WIRELESS	CELLULAR JANUARY	297.22
TDS METROCOM	LOCAL SERVICE JANUARY	455.29
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	374.84
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	484.57
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	153.90
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	184.03
CONSUMERS ENERGY	ELECTRIC-4280 DELL	552.46
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	217.01
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	20,314.44
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	182.32
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	137.05
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	557.72
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	198.87
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	329.10
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	2,707.05
CONSUMERS ENERGY	GAS-1490 AURELIUS	654.64
CONSUMERS ENERGY	GAS-1492 AURELIUS	928.37
CONSUMERS ENERGY	GAS-1492 AURELIUS #A	329.58
CONSUMERS ENERGY	GAS-1988 WAVERLY	24.23
CONSUMERS ENERGY	GAS 5961 MC CUE #4	2,139.80
CONSUMERS ENERGY	GAS-5961 MC CUE #2	33.75
CONSUMERS ENERGY	GAS-5961 MC CUE #3	251.16
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	5,655.84
CONSUMERS ENERGY	GAS-4280 DELL	199.13
CONSUMERS ENERGY	GAS-3505 HOLT	50.14
CONSUMERS ENERGY	GAS-2481 DELHI COMM	54.42
ACE HARDWARE	2 CARTRIDGE FILTERS/SHOP VAC	31.98
ACE HARDWARE	HEATER/POTW SHOWER ROOM	35.99
ACE HARDWARE	GROUNDING PLUGS/CONNECTORS	49.92
ACE HARDWARE	1 GROUNDING PLUG/(2) WD-40	13.07

H & H WELDING & REPAIR LLC	1 BAR PIN/MOW TRAILER	28.00
WESCO DISTRIBUTION, INC	T-8 BALLAST	252.40
WESCO DISTRIBUTION, INC	T-12 REPLACEMENT BULBS	354.00
KENNEDY INDUSTRIES, INC	PUMP REPAIR/PINE TREE L.S.	6,750.00
BANK OF AMERICA	WASHERS/PUMP REPAIR	7.17
BANK OF AMERICA	ALUM QUICK CONNECT COUPLING	46.24
BANK OF AMERICA	NIPPLE/GRIT CHAMBER FITTINGS	33.20
BANK OF AMERICA	HOSE ASSY/HYD. HOSE/FITTINGS	17.82
BANK OF AMERICA	PLOW PARTS/#2 & #24	154.42
BANK OF AMERICA	(2) CORRUGATED PIPES/VACTOR	198.00
BANK OF AMERICA	LAB DISHWASHER PARTS	26.77
USA BLUE BOOK	LOW PRESSURE GAUGE	129.00
USA BLUE BOOK	LIQUID FILLED PRESSURE GAUGE	99.90
USA BLUE BOOK	SHIPPING	16.90
USA BLUE BOOK	LIQUID FILLED PRESSURE GAUGE	99.90
APPLIED INDUSTRIAL TECH.	(4) 6305 2ZJEM BEARINGS	100.28
APPLIED INDUSTRIAL TECH.	(4) 6305 2ZJEM BEARINGS	158.48
APPLIED INDUSTRIAL TECH.	(3) REDUCER PART	129.84
APPLIED INDUSTRIAL TECH.	SHIPPING	7.00
GARDNER DENVER NASH, LLC	PU-19207 MECH SEAL	1,990.82
GARDNER DENVER NASH, LLC	EST SHIPPING	10.00
LOWE'S CREDIT SERVICES	SOLDER/COPPER COUPLING	54.79
LOWE'S CREDIT SERVICES	MISC. HARDWARE/DISHWASHER	98.91
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	260.00
SIEMENS INDUSTRY, INC.	ACTUATOR/DIGESTER BOILER	913.52
SIEMENS INDUSTRY, INC.	CHILLER REPAIR/POTW	1,209.42
CARQUEST THE PARTS PLACE	1 MINIATURE LAMP/#4	1.29
BANK OF AMERICA	MSU SUMMER JOB FAIR	205.00
SPARROW OCC HEALTH SERV	PHYSICALS	1,553.62
BANK OF AMERICA	LUMBER/TAPE/JIGSAW BLADES/OIL	96.66
BANK OF AMERICA	2/26/13 WEF SEMINAR/DIORKA	365.00
BANK OF AMERICA	2/26/13 WEF SEMINAR/RANES	365.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		76,430.40

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 77,841.55

Fund 701 TRUST & AGENCY FUND

Dept 000.00

INGHAM COUNTY TREASURER	TRAILER PARK FEES DECEMBER	2,132.50
WENDY L THIELEN	AFLAC_ERM (FSA)	129.99
C. J. DAVIS	AFLAC_URM (FSA)	150.00
DIVERSIFIED PROPERTY	MI TAX TRIBUNAL REFUND FOR 2011	65,592.19
Total For Dept 000.00		68,004.68

Total For Fund 701 TRUST & AGENCY FUND 68,004.68

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

DELHI PARTNERS LIMITED	REFUNDS DUE TAXPAYERS	313.70
DELHI PARTNERS LIMITED	REFUNDS DUE TAXPAYERS	388.69
DIVERSIFIED PROPERTY	REFUNDS DUE TAXPAYERS	14,604.19
FIRST AMERICAN TITLE INS	REFUNDS DUE TAXPAYERS	1,674.23
FIRST AMERICAN TITLE INS	REFUNDS DUE TAXPAYERS	1,351.21
LEON & SUSAN HANK	REFUNDS DUE TAXPAYERS	87.22
LEON & SUSAN HANK	REFUNDS DUE TAXPAYERS	30.00
JOHNSON, NICKY W & DANA K	REFUNDS DUE TAXPAYERS	63.62
TEKCHANDANI ENTERPRISES	REFUNDS DUE TAXPAYERS	76.87
TEKCHANDANI, HARISH	REFUNDS DUE TAXPAYERS	81.87
WELLS FARGO REAL ESTATE	REFUNDS DUE TAXPAYERS	257.46
WELLS FARGO REAL ESTATE	REFUNDS DUE TAXPAYERS	748.68
	Total For Dept 000.00	<u>19,677.74</u>

Total For Fund 703 CURRENT TAX ACCOUNT 19,677.74

Total For All Funds: 671,854.32

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated February 14, 2013**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 104782 through 104807 & direct deposits numbers: DD15139 through DD15212. 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: February 14, 2013

Director of Accounting

II. Payroll Report

The February 14, 2013 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$63,806.82	\$18,340.34	\$45,466.48
Fire Dept. Fund	44,478.51	13,513.29	\$30,965.22
DDA	4,195.05	1,368.05	\$2,827.00
Sewer Fund/Receiving	34,718.51	10,178.35	\$24,540.16
Total Payroll	\$147,198.89	\$43,400.03	\$103,798.86
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$4,534.33	\$5,377.04	\$28,251.71
Fire Dept. Fund	3,338.45	3,264.36	20,116.10
DDA	149.99	231.27	1,749.31
Sewer Fund/Receiving	2,533.97	3,077.26	15,789.58
Total Payroll	\$10,556.74	\$11,949.93	\$65,906.70

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on February 14, 2013 and identified as follows:

02/14 Net Pay Disbursement in Common Savings (\$103,798.86)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on February 19, 2013, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated February 14, 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: John B. Elsinga, Township Manager

DATE: February 14, 2013

RE: Interagency Cash Transfer Agreement between Delhi Township and Michigan Rehabilitation Services

Enclosed for your review and approval is an "Interagency Cash Transfer Agreement" between Delhi Township and Michigan Rehabilitation Services (MRS).

The purpose of this Agreement is to enable the Township to provide MRS non-federal share monies (\$14,000) as a match for MRS to receive federal funding (\$37,852). Together these funds (\$51,852) support a cooperative relationship between MRS and the Township to improve vocational rehabilitation services to persons with disabilities with the ultimate goal of achieving successful employment. This program will also ensure the provisions of independent living services are available to MRS customers if needed.

The primary role of Delhi Township is to act as the fiduciary agent and transfer only those funds received (\$14,000) from the Capital Area Center for Independent Living (CACIL) to ensure MRS receives their federal funding support. No other source of Township funds can be used for the purposes of this Agreement.

Recommended Motion:

To approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services in its substantial form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:	
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)	
STATE OR LOCAL PUBLIC AGENCY NAME: Delhi Charter Township	
AGREEMENT TYPE: New: <input checked="" type="checkbox"/> Continuation: <input type="checkbox"/>	
AGREEMENT BEGIN AND END DATE: October 1, 2012 to September 30, 2013	FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2013
GRAND TOTAL OF THIS AGREEMENT: 51,852	AGREEMENT TITLE: Delhi Charter Township

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

- (i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to prepare for, secure, retain, or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- (iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS FY 2013 State Plan, including but not limited to implementation of an Order of Selection

for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

I. Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in the Education Department General Administrative Regulations (EDGAR) provision at 34 CFR 80.24(a)(1).

II. Description of the Program

A. Purpose of the Program

1. Purpose Statement

The purpose of this program is to support a cooperative relationship between MRS and Delhi Charter Township to improve vocational rehabilitation services to persons with disabilities.

This program provides funding support for the Michigan vocational rehabilitation program and allows for the provision of a full range of vocational rehabilitation services to customers with disabilities as applicable. It is the goal of this program that eligible individuals achieve successful employment outcomes.

2. Target Population

This program targets the general population with disabilities. MRS services will not be extended to or include non-MRS customers.

3. Target Geographic Area

Delhi Charter Township, Clinton, Eaton, Ingham and Shiawassee Counties

4. Outcome Goals

Based on MRS service categories, the parties have mutually agreed on the following outcome goals:

- 1. Total number of participants to be served – 36**
- 2. Applications – 24**
- 3. Closed successful – 12**

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

MRS may provide, arrange or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

This program will also ensure the provisions of independent living services are available to MRS customers if needed and identified in an Individualized Plan for Employment.

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

The Lansing District Office Manager, Rosanne Renauer, or designee is the primary administrative contact for this program.

MRS agrees to assign professional staff as required to accomplish the goals and administration of the agreement.

The primary role of MRS is to act as the program manager in the delivery of vocational rehabilitation services to customers with disabilities using funds provided as a result of this agreement.

2. Role of state or local public agency

The Manager of Delhi Charter Township, John Elsinga, or designee is the primary administrative contact for this program.

Delhi Charter Township agrees to assign professional staff as required to administer the agreement.

As applicable, Delhi Charter Township may refer individuals with a perceived disability for determination of eligibility, priority for service and vocational rehabilitation.

The primary role of the Charter Township of Delhi is to act as the fiduciary agent and transfer state or local funds in accordance with the terms of this Interagency Cash Transfer Agreement. The Charter Township of Delhi shall only be responsible for transferring non-federal funds that are designated for this purpose and in accordance

with this Agreement. This Agreement shall be contingent on the availability of such funds.

The provisions of this Agreement (including, but not limited to, Section II.E. and Section IV) shall not be construed as obligating the Charter Township of Delhi to transfer or pay the general funds, or other funds, of the Township. All transfers and/or payments required by this Agreement shall be made by the Charter Township of Delhi solely from non-federal funds received by the Township pursuant to this Agreement.

The Charter Township of Delhi shall have no duties, responsibilities or obligations under this Agreement except as clearly and expressly described in this Agreement.

The Charter Township of Delhi shall not be answerable or liable for other than its gross negligence or willful misconduct.

The Charter Township of Delhi shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from MRS.

The Charter Township of Delhi shall not be under any obligation to prosecute any action or suit in any way related to this Agreement which, in its sole judgment, may involve it in expense or liability.

The Charter Township of Delhi shall not be responsible for any failure or delay in the performance of its obligations under this Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its reasonable control.

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

The MRS Lansing District Office Manager or representative will provide information to Delhi Charter Township as requested and required on an annual basis. This data consists of number of individuals served, expenditures, services provided, and outcome status.

2. Progress Monitoring

The Lansing District Office manager or representative is responsible for progress monitoring throughout the year and reviews applicable data including expenditures and service provision on a quarterly basis to assure progress. Joint planning occurs informally throughout the year and formally on an annual basis. The formal planning session is expected to identify any changes needed. (See Program Evaluation section for metrics)

3. Program Evaluation

Program evaluation will be completed on an annual basis. Success is measured by the attainment of the goals as established in the outcome goals section of this agreement. Program evaluation meetings and activities may be scheduled by either party. The primary administrative contacts for both parties will be responsible for program evaluation activities.

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	\$14,000
MRS	Federal	73	\$37,852
Agreement Grand Total	Combined	100	\$51,852

III. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds. Program income generated or earned as a result of this Agreement cannot count toward satisfying a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services provided under this Agreement are only available to MRS applicants and eligible individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this Agreement pertains. Any funds remaining after the date identified in the box below may be redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected

August 1, 2013

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

IV. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement allows for the provision of enhanced and improved vocational rehabilitation services. A waiver has been granted by the Rehabilitation Services Administration authorizing this

Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
14,000	Ordinarily December 01, 2012/ for MRS FY 2013 within 5 days of obtaining signed agreement

V. Audits and Records

The state or local public agency agrees:

- A. To maintain and retain, during and for seven (7) years after termination of this Agreement, books, records and all other documents relating to this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of such seven (7) year period, the state or local public agency shall retain the records until resolution of the audit findings.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.
- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.
- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

VI. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

- A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VII. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement.

The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VIII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

IX. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

X. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.
- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.
- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.
- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

- A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.
- B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the department of civil rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.
- C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

XI. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XII. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

Agreement #: 1211
MRS District & Site: Lansing/Lansing

XIII. Effective Date, Approval, and Execution

This agreement is effective on **October 1, 2012**.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

 MRS Representative Signature

 State or Local Public Agency Representative Signature

ROSANNE RENAUER
 Printed Name of Signatory (all capital letters)

JOHN B. ELSINGA
 Printed Name of Signatory (all capital letters)

District Manager
 Title

Township Manager
 Title

 Date

 Date

MRS Local Address: Lansing District Office 1048 Pierpont, Suite 1 Lansing, MI 48913	State or Local Public Agency Name and Address: Delhi Charter Township 2074 Aurelius Rd. Holt, MI 48842
	Name, Title, and Phone Number of State or Local Public Agency Representative: John Elsinga, Manager (517) 694-2137
	Federal Identification Number: 38-6019639

DELHI CHARTER TOWNSHIP**MEMORANDUM**

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2013

RE: Side Agreement to Interagency Cash Transfer Agreement between Delhi Township and Capital Area Center for Independent Living (CACIL)

Enclosed for your review and approval is a "Side Agreement to Interagency Cash Transfer Agreement" between the Capital Area Center for Independent Living (CACIL) and Delhi Charter Township.

Subsequent to the Township's approval of the Interagency Cash Transfer Agreement with MRS, we need to enter into another agreement with CACIL to ensure the source of funds required for the transfer of non-federal funds from the Township to MRS. This Side Agreement recognizes both the Interagency Cash Transfer Agreement along with the receipt of such funds from CACIL to meet that obligation.

Therefore, I recommend its approval to enable the Township to implement their goal of creating employment and independent living for persons with disabilities.

Recommended Motion:

To approve the Side Agreement to Interagency Cash Transfer Agreement between Delhi Charter Township and Capital Area Center for Independent Living in its substantial form, with such further revisions as approved by the Township Manager and Township Attorney, and authorize the Township Manager to execute the Agreement on behalf of the Township.

**SIDE AGREEMENT TO
INTERAGENCY CASH TRANSFER AGREEMENT**

This Side Agreement to Interagency Cash Transfer Agreement dated this ___ day of _____, 2013 (the "Effective Date"), by and between the Capital Area Center for Independent Living ("CACIL") and the Charter Township of Delhi (the "Township").

WHEREAS, Michigan Rehabilitation Services and the Township have entered into an Interagency Cash Transfer Agreement (the "ICTA"), dated _____, 2013; and

WHEREAS, the Township and CACIL desire to enter into this Side Agreement in order to supplement and clarify their relationship with respect to the ICTA; and

WHEREAS, the Township and CACIL, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows.

THEREFOR, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. With respect to Section II.E. ("Share of Cost to be Assumed by Each Agency") of the ICTA, CACIL acknowledges and agrees that the Township's responsibility for its share of cost as described in the table found in Section II.E. is contingent upon the Township's receipt of such funds in the indicated amount from CACIL or otherwise received by the Township pursuant to the ICTA, and, notwithstanding the amount indicated in that table, the Township's share of cost is strictly limited to the amount of funds that have been transferred to and received by the Township pursuant to the ICTA. Under no circumstances shall the Township be obligated to transfer any general funds, or any other Township funds, pursuant to the ICTA or this Side Agreement.

2. With respect to Section IV.A. ("Terms of Payment") of the ICTA, CACIL acknowledges and agrees that the payment referenced therein shall be made solely from funds received by the state or local agency from CACIL, or funds otherwise received by the Township pursuant to the ICTA.

3. With respect to Section IV.B. ("Payment Schedule") of the ICTA, CACIL acknowledges and agrees that the Township's responsibility to transfer the payment described in the table found in Section IV.B. is contingent upon the Township's prior receipt of such funds in the indicated amount from CACIL or otherwise received by the Township pursuant to the ICTA, and, notwithstanding the amount indicated in that table, the Township's payment is strictly limited to the amount of funds that have been transferred to and received by the Township pursuant to the ICTA. Under no circumstances shall the Township be obligated to transfer or pay any general funds, or any other Township funds, pursuant to the ICTA or this Side Agreement.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties to this Side Agreement hereby execute this agreement as of the Effective Date.

CAPITAL AREA CENTER FOR
INDEPENDENT LIVING

By: _____

Its: _____

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2013,
by _____.

_____ (signature)
_____ (printed)
Notary Public, State of Michigan, _____ County
My Commission expires: _____
Acting in the County of _____

CHARTER TOWNSHIP OF DELHI

By: _____
John Elsinga

Its: Township Manager

Acknowledged before me in _____ County, Michigan, this ____ day of _____,
2013, by John Elsinga, Township Manager, Charter Township of Delhi.

_____ (signature)
_____ (printed)
Notary Public, State of Michigan, _____ County
My Commission expires: _____
Acting in the County of _____



**Capital Area
Center for Independent Living**
"Your Disability Resource"

Delhi Charter Township Board
John Elsinga, Township Manager
2074 Aurelius Road.
Holt, MI 48842-6320

December 18, 2012

Dear Sirs/Madams:

I am enclosing a short summary of what Centers for Independent Living (CIL) are. There are 15 CILs in the state of Michigan and over 400 in the nation. CILs are the only organizations that serve cross disability/all disabilities.

The Capital Area Center for Independent Living (CACIL) has been serving the greater Lansing community since 1976. According to the 2010 Census, the greater Lansing area is composed of between 14-17% of people with disabilities.

CACIL served 144 people from Delhi Township out of the total people served in the four counties of Ingham, Eaton, Clinton and Shiawassee last year. Six percent of 2,453 people that were served by CACIL were from Delhi Township.

CACIL is asking Delhi Township to assist us in obtaining approximately \$50,000 to increase CACIL services.

By enabling an unfettered money transfer of \$14,000 from CACIL thru the township to Michigan Rehabilitation Services (MRS) who in turn sends this to the Federal government, who then triples it, sends it back to MRS and MRS use that money to purchase Independent Living services from CACIL, with the result being an increase in the number of people served

This system is being used by many CILs around the state to increase CIL's monetary flow in order to increase services.

Thank you for your time and support.

Sincerely:

Ellen Weaver, RN, BS, MA, CRRN, CRC, LPRC
Executive Director, Capital Area Center for Independent Living

Purpose of Centers for Independent Living (CILs)

Centers for Independent Living (CILs) are community-based organizations that promote independence, inclusion and self-sufficiency for Michigan's 2 million citizens with disabilities. Each year the 15 CILs in Michigan support over 30,000 children, youth, adults and seniors with disabilities to lead more independent, self-directed lives. In addition, we work to ensure our communities are accessible to all people and employers understand the value a diversified workforce offers to their bottom-line. Our focus is to assist people move from public dependency by ensuring our society values the contributions of all people, including people with disabilities.

CILs were started by persons with disabilities who could not get the needed supports in a community that was inaccessible. They were developed to assist people gain equal opportunities for living and working in our communities. CILs were officially recognized in the federal Rehabilitation Act of 1973, as amended in 1978. The Act sets a goal of providing people with disabilities the tools they need for personal and economic self-sufficiency.

Cost of Dependence versus Independence:

When Michigan's citizens with disabilities do not have access to opportunities which promote self-sufficiency, the cost to Michigan is great. First, the loss in human potential is incalculable. Each of Michigan's CILs have a myriad of stories of real people who they helped discover a hidden wealth of self-empowerment which they have in turn used to better themselves and their communities. Second, when people with disabilities are empowered to live dependent lives, the direct costs in Michigan total in the billions. These supports include:

- Medicaid/Medicare
- Housing Vouchers and other Housing Support
- Temporary Assistance to Needy Families
- Supplemental Nutrition Assistance Program
- Social Security Income
- State Disability Aid
- Transportation Supports

There are many other costs to a community such as the stress on community food banks, homeless shelters and other community services.

When we promote independence for people with disabilities we promote:

- Fiscal Responsibility and Self-Sufficiency
- Employment and Increased Tax Revenue
- Home Ownership
- Ability to Pay for Healthcare
- Increased Purchasing Power and Spending on Michigan's Products and Services.

Return on Investment:

In 2011, CILs saved taxpayers an estimated \$46 million dollars; \$19 for every dollar invested in CIL services

Statement of Need:

Based on a recent analysis of unmet needs Disability Network/Michigan has discovered four areas that need to be addressed. (see attached report for further details)

Specific areas of concern include:

- Providing services to un-served and underserved areas (rural areas)
- Increased need to help individuals navigate through systems (i.e. MRS, DHS, etc)
- Unmet need in serving families that have children with disabilities
- Increase in aging population that need community based supports

In order to meet these needs we need to increase our financial resources. *After a careful analysis of existing resources; and a review of the capacity needed to provide comprehensive statewide services we felt it was fair to ask the legislature for an increase of \$3 million in gf/gp, bringing our total state core funding to \$6.8 million.* Although, this is not the full amount we feel we need to accomplish our mission, we felt it was a fair amount to request given the current state of the economy.

Summary:

CILs for over 30 years have proven to be a invaluable resource to our communities, and to people with disabilities. Our organizations have a strong track record of providing high-quality services in an efficient manner that SAVES MICHIGAN MONEY! CILs are an investment, not an expense.



DELHI CHARTER TOWNSHIP
MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 12, 2013

RE: 2013 Fire Department Vehicle Purchase

Enclosed for your review and approval is a quote Gorno Ford to purchase a 2013 Ford Explorer in the amount of \$28,759 for the Fire Department.

During 2012, the Fire Chief discussed the need to replace the 2002 Chevy Tahoe that has served their department for 11 years. This vehicle was budgeted for replacement in 2012 but never purchased. The Tahoe has served as the command vehicle 24/7 for the Fire Department and after 11 years of driving and responding to emergency situations and due to its age with decreasing reliability, it is time to consider replacing it.

The State of Michigan purchasing program (MIbid) enables municipalities to purchase new vehicles at the lowest possible cost by sending out bids across the state each year for various makes and models. This has proven to be a beneficial tool for Delhi Township to use for the purchase of new vehicles. The Fire Chief has researched various vehicle models and has decided the Ford Explorer vehicle would best suit the department's needs. To that end, Gorno Ford in Woodhaven was the successful low bidder through the MIbid process for Ford vehicles.

Therefore, I recommend the Board approve the purchase of a 2013 Ford Explorer from Gorno Ford in the amount of \$28,759. This cost includes delivery to Delhi Township as well as an emergency equipment pre-wiring package. The 2002 Chevy Tahoe will then be rotated to the Parks and Recreation Department for their use.

Recommended Motion:

To approve the purchase of a 2013 Ford Explorer from Gorno Ford in the amount of \$28,759 for the Fire Department.

Delhi Township Fire Department

Memo

To: John B. Elsinga, Township Manager

From: Richard Royston, Chief

Date: February 5, 2013

Re: Purchase of Ford Explorer

As you are aware, the 2002 Chevy Tahoe was scheduled for replacement in 2012, but we decided to forego that purchase until the 2013 budget year.

I would like to move forward on this purchase through the State of Michigan MIBid process. The vehicle that I would like to buy is the 2013 Ford Explorer in the amount of \$28,759. This vehicle is the Explorer with the police package option which includes the vehicle being pre-wired for emergency equipment such as radios, lights and siren, so a cost savings will be realized when it comes time to install the emergency equipment. This cost also includes wireless telephone hands-free synchronization (Bluetooth), cross traffic alerting system and keyless entry.

The Tahoe has served us very well but now has 11 years of driving and idling in emergency situations and is in need of replacement. Additionally, as history has shown, it is best financial practice to stay on schedule, or as close to schedule as possible in vehicle replacement, which eliminates the need to replace several vehicles in the same year. The 2004 Durango vehicles are both in need of replacement so it is my plan to replace one next year and one the following year.

I am unable to submit any competing bid since this is through the State of Michigan Bidding program, MIBid. All Ford units are through Gorno Ford in Woodhaven, and cost includes delivery to Delhi Township.

Thank you for your consideration and support in this important request.

DATE: 2/3/13
 TO: RICK ROYSTON, DEHLI TWP.
 517-268-3043 (DIRECT) rick.royston@dehlitownship.com
 FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

**RE: MiDEAL # 3905-0016 P.I. UTILITY, DARK TOREADOR RED
 3.7L V6 (POLICE CALIBRATED), 4WD, DUAL SPOT LAMPS, NOISE SUPPRESS,
 DISC BRKS.w/ABS (H.D.ROTORS/CALIPERS), ELEC. PWR. ASSIST STEERING,
 H.D. (POLICE CALIBRATED) 6 Spd. AT, H.D. ALT./BATT., H.D. RADIATOR/-
 TRANS. OIL COOLER/ENGINE OIL COOLER, ENGINE HOUR METER,
 TPMS, COLUMN SHIFT, TILT/CRUISE, VINYL FLOOR COVERING,
 PWR. ADJUSTABLE PEDALS, PWR. DRIVER SEAT, FLEET KEY, 18.6 gal. TANK,
 CLOTH FRONT SEATSw/INTRUSION PLATES/VINYL REAR, 3.65 AXLE RATIO,
 ADVANCE TRACw/ROLL STABILITY CNTRL. & GYROSCOPIC SENSORS,
 FRNT. CONSOLE MOUNTING PLATE, PRIVACY GLASS, 245/55R18 AS,
 18"H.D. STEEL WHEELS, PWR. WINDOWS/LOCKS/MIRRORS, BATT. SAVER,
 CAPLESS FUEL FILLER, FRNT./SIDE AIR BAGSw/ROLL CURTAIN & CANOPY,
 2-WAY RADIO PRE-WIRE, AM/FM/CD/MP3w/CLOCK, 4.2"LCD INFO SCREEN,
 COURTESY LAMP DISABLE**

F.O.B. DELIVERED TO: DELTA TWP., MI \$26,324.00
 (MSRP = \$31,355.00) *Delhi*

Current estimated lead time is estimated at 10 – 12 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

INTEGRATED LED HEAD LAMPS	915.00
INTEGRATED LED TAIL LAMPS	425.00
CARGO WIRING UPFIT PKG. (Includes; rear console mounting plate, LED wiring harness, grill LED cables, cargo area- Power distribution box (PDB), (2) 50 amp ground circuits, (1) 10 amp siren/speaker circuit, Whelen Light Cntrlr. & wiring	<u>1,340.00</u>
GRILL LAMP PRE-WIRE for SIREN/SPEAKER.....	<u>50.00</u>
LED SPOT LAMPS (each)	620.00
REAR VIEW CAMERA	245.00
SYNC VOICE ACTIVATED COMMUNICATION/BLUETOOTH	<u>295.00</u>
REAR CLOTH SEATS	100.00
REAR CONSOLE PLATE	35.00
BLIND SPOT MONITORING w/CROSS TRAFFIC ALERT	<u>490.00</u>
REVERSE SENSING	275.00
REMOTE KEYLESS ENTRY (FOB)	<u>260.00</u>
H.D. ALL-WEATHER RUBBER FLOOR MATS	89.00

Please review, *SELECT / options*, sign and fax back or fax Purchase Order to Jim Agney.

Customer Signature: _____

\$ 28,759

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Delhi Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

DELHI CHARTER TOWNSHIP**MEMORANDUM**

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2013

RE: Resolution No. 2013-005 – Post-Issuance Tax Compliance Policy

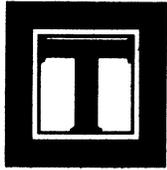
Enclosed for your review and approval is Resolution No. 2013-005 which adopts a “Post-Issuance Tax Compliance Policy” for tax exempt obligations and tax credit bonds.

It is generally understood that a local government which issues tax exempt debt must comply with applicable federal tax requirements for the duration of that bond. However, a recent study (2011) which evaluated post-issuance compliance illustrated that a significant number of entities may not comply with IRS rules and regulations related to their tax exempt obligations. Therefore, the IRS revised administrative procedures for issuers of tax exempt bonds including recommending communities adopt written policies and procedures for such debt obligations. Said policy will include procedures to ensure compliance for the duration of all tax exempt bonds.

To comply, our bond counsel has written the enclosed policy and Resolution No. 2013-005 formally adopts this policy as Exhibit A. Therefore, I recommend approval of the same.

Recommended Motion:

To adopt Resolution No. 2013-005 which adopts the Post-Issuance Tax Compliance Policy as Delhi Township Policy No. 128.



THRUN

LAW FIRM, P.C.

U.S. MAIL ADDRESS
P.O. BOX 2575
EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000
FAX: (517) 484-0041
FAX: (517) 484-0081

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-1391

MEMORANDUM

TO: Finance Clients

From: Thrun Law Firm, P.C.

Date: May 18, 2012

Re: Post-Issuance Tax Compliance Policy

Enclosed with this memorandum please find a model Post-Issuance Tax Compliance Policy for adoption by the Township Board of Trustees. This policy is being provided to our finance clients in light of recent reports and IRS guidance which indicate that "tax-exempt" debt obligations will be subject to increased scrutiny by the IRS.¹ This recent guidance further indicates that written policies should be adopted by all potential issuers of tax-exempt or other tax-advantaged debt. The purpose of this correspondence is to provide Township officials with a brief overview of post-issuance compliance and the basis for such increased scrutiny by the IRS.

As most township officials are aware, issuers of tax-exempt debt must comply with applicable federal tax requirements in order to obtain such status. The Internal Revenue Code ("IRC") further provides that issuers must comply with additional requirements after the closing or date of issuance in order to preserve tax-exempt or tax-advantaged status over the life of the debt obligation. Therefore, while most of the tax compliance obligations occur at or before the closing of the debt obligation, the IRC and the regulations require ongoing monitoring after the issuance of the debt obligation. Failure to adhere to the rules and regulations related to post-issuance compliance may potentially render the interest on the debt taxable or result in a loss of other tax-advantaged benefits, such as a direct pay subsidy.

By way of background, typically the taxpayer that reports an exemption on a tax return is expected to maintain supporting documentation to justify the claimed exemption. However, in the case of the tax exemption related to municipal bonds and other debt obligations, taxpayers typically do not maintain or have access to these records. As a result, the IRS has clarified that it will hold issuers of such debt obligations accountable for maintaining such records. Specifically, the IRS has stated that issuers will be held responsible for post-issuance compliance and record retention,

¹ The IRS has indicated that written policies and procedures should be in place for all issuers of "tax-advantaged obligations", which includes tax-exempt debt obligations, tax credit bonds and direct pay bonds. For simplicity purposes this memorandum will refer to "tax-exempt" debt obligations.

noting that evidence of tax compliance is expected to be included in the bond transcript as well as the books and records of the issuer during the time that the debt obligation remains outstanding.

In July of 2011 the IRS issued the results of a study of post-issuance compliance by tax-exempt issuers in a document entitled "Final Report on Governmental and Charitable Financings."² The findings stem from a program launched in 2007 to evaluate post-issuance compliance and record retention policies within the tax-exempt bond industry.³ Interestingly, while 95% of the tax-exempt issuers that responded indicated that they had written procedures in place related to such tax compliance, only 15% of those policies actually contained *written* procedures relating to post-issuance compliance. Further, only 33% of those issuers that responded to the IRS survey actually performed post-issuance compliance procedures. Thus, while many issuers may feel that they have such policies in place, this study illustrates that the vast majority of those policies may not comply with IRS rules and regulations related to tax-exempt debt obligations.

Shortly after this report was published, the IRS revised administrative procedures relating to the IRS's Voluntary Closing Agreement Program ("VCAP") and/or audits of tax-exempt borrowings conducted by the IRS.⁴ These administrative procedures indicate that an issuer that has adopted written policies and procedures will receive more favorable resolution terms under VCAP and/or an audit, including a reduced closing agreement amount related to VCAP. Township officials are cautioned that the IRS has also indicated that governmental issuers may expect an increase in the number of both random and targeted audits of tax-exempt debt obligations.

The IRS tax-exempt bond (TEB) division reiterates the importance of adopting a written procedure on its website, which was also amended in 2011 with regard to post-issuance compliance policies. The TEB post-issuance compliance page now provides: "Generally, an issuer will receive more favorable resolution terms under TEB VCAP than for the same tax violation discovered during an examination of the bonds. In addition, an issuer that identifies a violation in accordance with the implementation of its written post-issuance compliance procedures can generally expect to receive more favorable treatment in resolving its tax violation under TEB VCAP than if the issuer has not implemented such procedures."

Finally, in November of 2011 the IRS released a revised Form 8038-G, *Information Return for Tax-Exempt Governmental Obligations* which now requires that the issuer indicate whether it has written procedures to monitor compliance relating to tax-exempt debt obligations. This form is required to be filed for all tax-exempt debt obligations with an issue price of \$100,000 or more. It should also be noted that neither the filing of Form 8038-G nor the documentation included in the bond transcript at closing will suffice with regard to continued monitoring of tax-exempt debt obligations. The TEB specifically announced that "Issuers should adopt written procedures,

² Tax Exempt Bonds Questionnaire Project: Final Report on Governmental and Charitable Financings, July 11, 2011. See <http://www.irs.gov/taxexemptbond/article>.

³ See section entitled "After the Bonds are Issued: Then What?" IRS Publication 4344 (Rev. 6-2007), *Advisory Committee on Tax Exempt and Government Entities Report of Recommendations*, dated June 13, 2007.

⁴ See section 7 of the Internal Revenue Manual (IRM) relating to the Voluntary Closing Agreement Program.



applicable to all bond issues, *which go beyond reliance on tax certificates included in bond documents provided at closing*. Sole reliance on the closing bond documents may result in procedures insufficiently detailed or not incorporated into an issuer's operations."⁵

In short, the IRS has recently delivered several clear warnings that issuers of tax-exempt or tax-advantaged debt obligations that do not adopt and implement written procedures related to post-issuance compliance may face harsh consequences. In light of the strong message being sent by the IRS, we highly recommend that the Township Board of Trustees adopt a written policy and implement procedures to ensure post-issuance compliance relating to tax-exempt and other tax-advantaged debt obligations.

While the attached policy addresses the concerns set forth by the IRS in the above-referenced guidance, Township officials must also ensure that it is feasible for the Township to implement such procedures. As such, **Township officials are encouraged to carefully review the attached model policy to determine whether such procedures may be implemented as a practical matter.** If you have any concerns related to the attached policy and whether, as a practical matter, the policy can be carried out by the Township, please contact your bond counsel.

Once a policy has been adopted by the Township Board of Trustees we request that a copy be sent to the attention of Katrina Hankamp via facsimile (517-484-0001) or electronic mail (khankamp@thrunlaw.com). This will permit the Township's bond counsel at Thrun Law Firm to advise the IRS that the Township has adopted a written post-issuance tax compliance policy and procedure when we prepare and file IRS Form 8038-G on behalf of the Township in the future.

⁵ <http://www.irs.gov/taxexemptbond/article/0,,id=243503,00.html>

**Delhi Charter Township
Resolution No. 2013-005**

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

A regular meeting of the Township Board of Trustees of the Issuer was held in the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842, on the 19th day of February, 2013, at 7:30 o'clock in the p.m.

Present:

Absent:

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

WHEREAS:

1. The Issuer is authorized and empowered by certain provisions of Michigan law, including but not limited to Act 359, Public Acts of Michigan, 1947, as amended, Act 34, Public Acts of Michigan, 2001, as amended, and Act 99, Public Acts of Michigan, 1933, as amended, to issue bonds and other debt obligations for public purposes; and
2. Federal income tax law requires that issuers of tax-advantaged debt obligations, including but not limited to tax-exempt bonds ("Obligations"), comply with certain post-issuance requirements set forth in the Internal Revenue Code; and
3. For the purpose of maximizing the likelihood that certain applicable post-issuance requirements of federal income tax law needed to preserve the tax-advantaged status of the Obligations are met, the Issuer desires to adopt the Post-Issuance Tax Compliance Policy, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Issuer's Post-Issuance Tax Compliance Policy for tax-advantaged debt obligations attached hereto as Exhibit A is hereby approved.
2. This resolution shall take effect immediately from and after its adoption.

3. The provisions of the resolutions of the Issuer authorizing the issuance of the Obligations shall apply to the documents and actions approved in this resolution, and the provisions of such resolutions are incorporated herein by reference.

4. The Issuer hereby delegates to the Township Manager, in consultation with bond counsel, the power to adopt and implement procedures related to compliance within the attached Post-Issuance Tax Compliance Policy on a case by case basis, as deemed necessary.

5. 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:

Motion declared adopted.

Evan Hope, Township Clerk
Charter Township of Delhi

The undersigned, duly qualified and acting Township Clerk of the Charter Township of Delhi, Ingham County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Trustees at a regular meeting held on February 19, 2013, the original of which resolution is a part of the Township Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Evan Hope, Township Clerk
Charter Township of Delhi

EXHIBIT A

DELHI TOWNSHIP POLICY MANUAL

**POST-ISSUANCE TAX COMPLIANCE POLICY
FOR TAX-EXEMPT OBLIGATIONS AND TAX CREDIT BONDS**

Background

The purpose of this Post-Issuance Tax Compliance Policy is to establish guidelines and procedures in connection with tax-exempt or tax-advantaged bonds and other debt obligations as described herein (the "Compliance Policy"). This Compliance Policy is issued on behalf of the Charter Township of Delhi (the "Issuer").

It is the intent of the Issuer to ensure that all tax-exempt obligations issued by the Issuer satisfy and will continue to satisfy all requirements of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder (the "Regulations"). Tax-exempt borrowings and other borrowings of the Issuer, including but not limited to tax-exempt bonds, refunding bonds, tax credit bonds, installment and lease purchase agreements, lines of credit, state aid notes and tax anticipation notes, shall generally be referred to as "Obligations."

The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Issuer also reserves the right to amend this policy and all related procedures from time to time as deemed necessary in the Issuer's sole discretion. In addition, this policy is subordinate to the Code and any regulations thereto and is subject to amendment or deletion depending on the content of any new regulations or Code amendments promulgated by the United States Treasury.

Debt Compliance Officer

The Township Manager shall serve as the Debt Compliance Officer for the Issuer.

TITLE OF EMPLOYEE/OFFICER OF ISSUER

The Debt Compliance Officer shall implement procedures for the purpose of monitoring compliance with regard to all tax-exempt or tax-advantaged obligations. The procedures established and implemented by the Debt Compliance Officer shall be encourage the timely identification of noncompliance. The Debt Compliance Officer shall ensure that the Issuer maintains a record of such compliance. Further, the Debt Compliance Officer will ensure that this Post-Issuance Debt Compliance Policy and procedures, if any, are updated on a regular and as needed basis. Establish procedures designed to detect non-compliance and to address the necessary steps in the event non-compliant actions or inactions.

This Post-Issuance Tax Compliance Policy shall apply to all debt obligations designated as having tax-exempt or tax-credit status issued on behalf of the Issuer. The duties of the Debt Compliance Officer shall include, but not be limited to, the following:

- 1) oversee and manage compliance with the Code and Regulations, as defined above, as well as other general requirements;
- 2) monitor the use of proceeds from debt obligations and ensure that such use is proper and timely;
- 3) supervise timely filings of reports or forms required by state and federal agencies as applicable;
- 4) monitor arbitrage yield restriction and rebate requirements under the Code;
- 5) develop training programs, as necessary, for the purpose of training individuals responsible for the proceeds of the tax-exempt or tax-advantaged debt;
- 6) monitor compliance with six-month, 18-month or 2-year spending exceptions, if applicable; and
- 7) establish procedures to address non-compliance with state or federal law immediately upon the discovery of such non-compliance.

External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the issuance of an Obligation to identify requirements and to establish procedures necessary or appropriate so that the Obligation will continue to qualify for tax-exempt status or tax credit status, as applicable.

The Issuer also shall consult with advisors, bond counsel or other legal counsel, as needed, following issuance of an Obligation to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of assets financed (or refinanced) with the Obligations issued. This requirement shall be documented in the tax certificate and/or other documents finalized at or before issuance of the Obligations.

The Issuer shall be responsible to determine (or obtain expert advice to determine) whether arbitrage rebate calculations have to be made for the Obligations. If it is determined that such calculations are or are likely to be required, the Issuer shall engage an advisor (hereinafter "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds from the issuance, or shall otherwise ensure that it has adequate financial, accounting and legal resources of its own to make such calculations.

In lieu of engaging an outside Rebate Service Provider, the Issuer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

The Issuer shall file or cause to be filed all required IRS forms and make any rebate payments required on a timely basis. Unless otherwise provided by the indenture relating to an Obligation, unexpended proceeds shall be held by a trustee or other financial institution, and the investment of bond proceeds shall be managed by the Issuer. The Issuer shall prepare (or cause the trustee or other financial institution to prepare) regular, periodic statements regarding the investments and transactions involving proceeds of the Obligations.

Arbitrage Rebate and Yield

The following requirements shall apply to any Obligation issued by the Issuer for which compliance with arbitrage rebate requirements under the Code and Regulations is required. The Debt Compliance Officer or his/her designee shall be responsible for overseeing compliance with arbitrage rebate requirements under federal tax regulations:

- 1) If at the time of issuance of any Obligation, based on reasonable expectations set forth in the Tax Certificate or other applicable document(s), it appears likely that the Obligation will qualify for an exemption from the rebate requirement, the Issuer may defer taking any of the actions set forth in the subsection (2). Not later than the time of completion of construction or acquisition of the project, and depletion of all funds from the project fund, the Issuer in consultation with the appropriate professionals shall make a determination if expenditure of the bond proceeds qualified for exemption from the rebate requirements based on spending within 6 month or 18 month period after issuance. If rebate exemption is determined to be applicable, the Issuer shall prepare and maintain a record to support such conclusion. If the transaction does not qualify for rebate exemption, the Issuer shall initiate the steps set forth in (2) below.
- 2) If at the time of issuance of any Obligations it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (1) above, the Issuer shall:
 - a) engage the services of a Rebate Service Provider or assign Issuer personnel capable of preparing a rebate analysis for the Obligation and, prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of proceeds to the Rebate Service Provider or relevant Issuer personnel handling the rebate calculation;
 - b) provide to the Rebate Service Provider, or relevant Issuer personnel conducting any rebate calculation, additional documents and information reasonably requested by the Rebate Service Provider or Issuer personnel;

- c) monitor efforts of the Rebate Service Provider or Issuer personnel;
- d) in the case of obligations issued by the Issuer, assure payment of required rebate amounts, if any, no later than the applicable rebate payment due date for such Obligation for which rebate is due;
- e) during the construction period of each capital project financed in whole or in part by an Obligation, monitor the investment and expenditure of bond proceeds and consult with the Rebate Service Provider or relevant Issuer personnel handling rebate calculation to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months or 18 months, as applicable, following the issue date of the Obligations; and
- f) retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements.”

Use of Bond Proceeds and Bond-Financed or Refinanced Assets

The Debt Compliance Officer, or his/her designee, shall be responsible for:

- 1) monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of the debt obligation financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 2) monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 3) maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Obligations (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- 4) consulting with bond counsel or other professional advisers in the review of any change in use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 5) conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of debt obligations financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;

- 6) to the extent that the Issuer discovers that any applicable tax restrictions regarding use of proceeds will or may be violated, consulting promptly with bond counsel or other professional advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary;
- 7) to the extent that tax-exempt proceeds from the debt obligation were used to acquire an existing building, confirming that qualified rehabilitation expenditures in an amount equal to at least 15% of the amount of such proceeds were made no later than 24 months after the later of (1) the date of issuance of the Obligations, or (2) the date of acquisition of the building;
- 8) the Issuer shall review the debt obligations at least annually in order to determine if this Policy and state and federal law are being adhered to; and
- 9) undertaking the following:
 - a) retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements” and, upon request, providing such copies to the bond issuer;
 - b) with respect to Qualified Zone Academy Bonds (QZABs) and any other tax credit bonds, confirming that 100% of available project proceeds are spent within three years of issue date of bonds;
 - c) with respect to facilities financed by QZABs or other tax credit bonds, confirming that such facilities continue to be used for a qualified purpose for the life of the Obligations; and
 - d) with respect to other types of exempt facilities, adopting any such procedures that bond counsel or other professional advisors deem appropriate to periodically assess whether such facility continues to qualify as an exempt facility.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The Debt Compliance Officer, or his/her designee, shall be responsible for maintaining the following documents for the term of each Obligation (including refunding bonds, if any) plus at least three years:

- 1) a copy of the closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Obligation;
- 2) a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs

reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond; and

- 3) a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements as well as copies of all bidding documents, if any.

Roy W. Sweet
Treasurer
2074 Aurelius Road
Holt, Mi 48842
517-694-0333 X3014

Delhi Charter Township

February 11, 2012

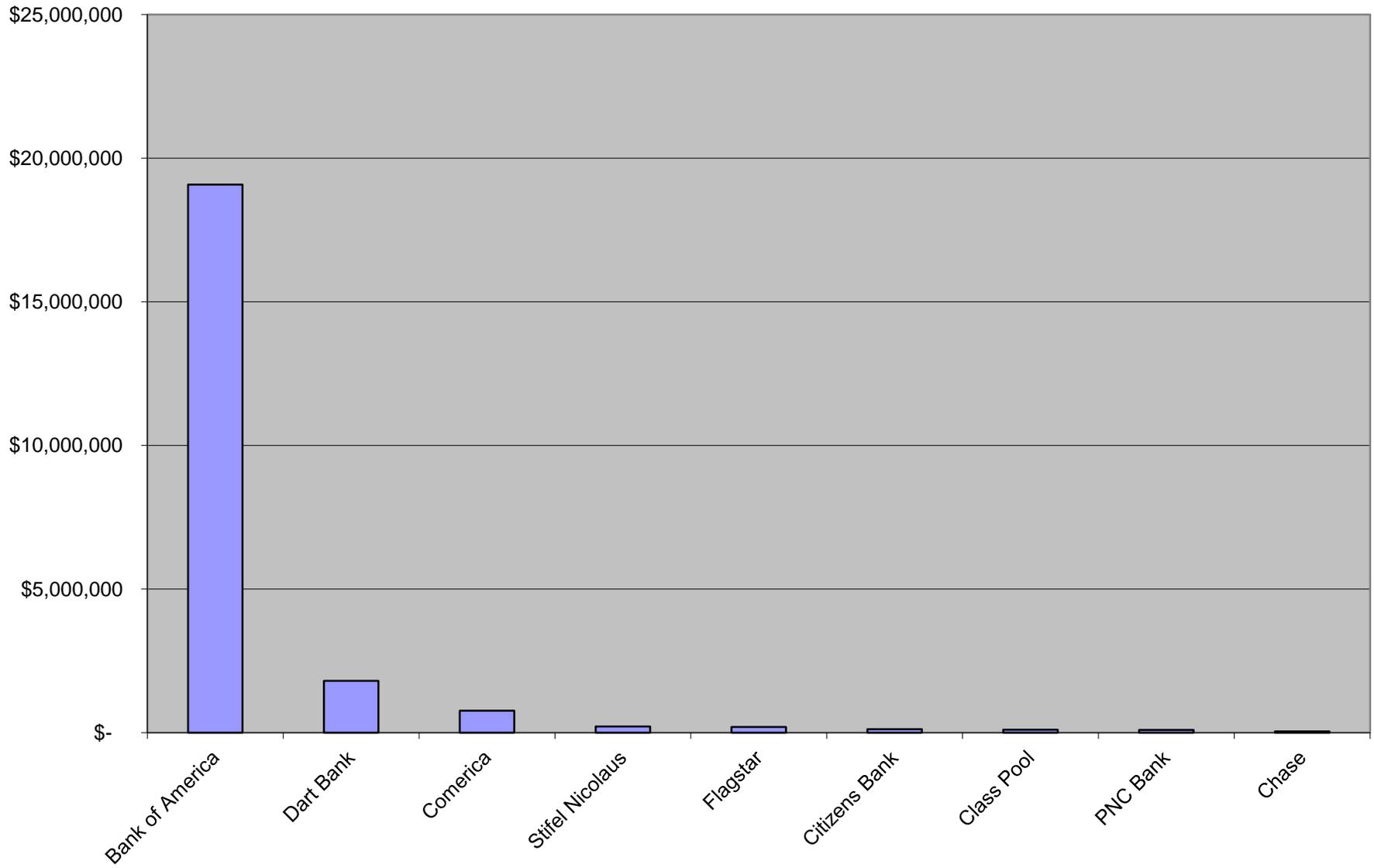
To: Delhi Charter Township Board of Trustees

From: Roy W. Sweet, Treasurer

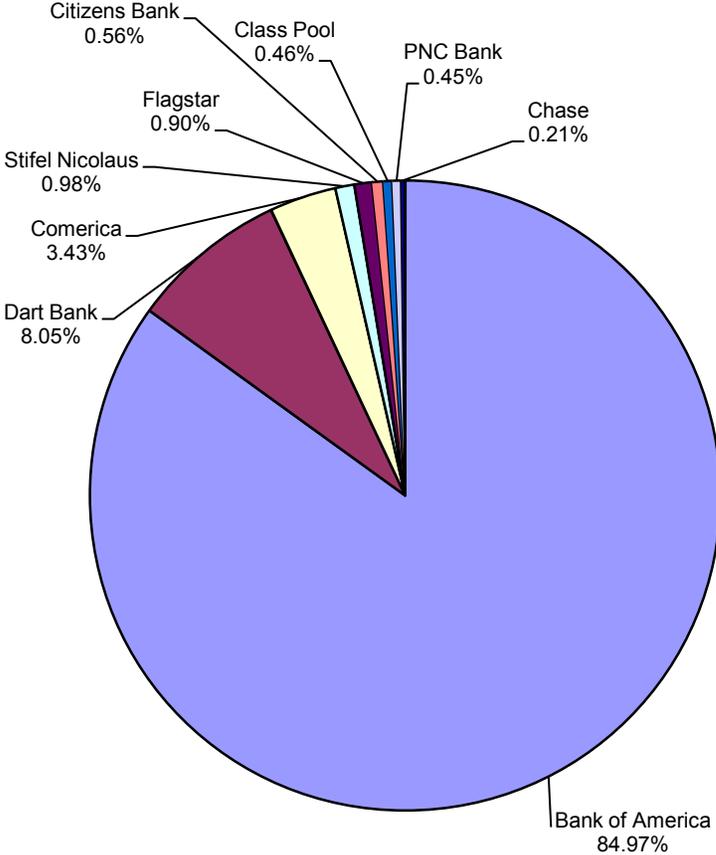
Subject: 4th Quarter Investment Report

Please see the attached Report. If you have any questions or comments please contact me at my office.

Excellence in Customer Service is our Goal



Delhi Charter Township Investments as of 12/31/12



DELHI CHARTER TOWNSHIP CASH AND INVESTMENTS

Fourth Quarter Report 2012

December 31, 2012

Subject to Year End entries

**INTEREST RATE,
MATURITY, ETC.**

12/31/12

G.L. Balance

INSTITUTION Code
General Fund (101):

NAME OF ACCOUNT

Bank of America	1	General Fund Pooled Account	\$ 4,025,174	Pooled Checking/Investment Acct. No interest earned in Dec.
Chase	4	General Fund Investment	46,225	Dec. Interest rate = .20%
Stifel Nicolaus	3	General Fund Investment	219,970	Three zero coupon bonds due 4/1/13, 11/11/13, & 7/5/14
Dart Bank	5	General Fund I.T. Account	2,000	Non-interest bearing account
Comerica Securities	8	General Fund Securities	443,134	4.5%, 5%, 0.5%; Matures 6/17/13, 5/01/15, 6/28/17
		TOTAL		\$4,736,503

Fire Fund (206):

Bank of America	1	Fire Fund Pooled Account	\$ 215,733	Pooled Checking/Investment Acct. No interest earned in Dec.
-----------------	---	--------------------------	------------	---

Police Fund (207):

Bank of America	1	Police Fund Pooled Account	\$ 38,932	Pooled Checking/Investment Acct. No interest earned in Dec.
-----------------	---	----------------------------	-----------	---

Fire Equipment Fund (211):

Bank of America	1	Fire Equipment Pooled Account	\$ 249,126	Pooled Checking/Investment Acct. No interest earned in Dec.
PNC Bank	10	Fire Investment	100,693	Dec. Annual % Yield Earned = .2%
		TOTAL		\$349,819

Water Improvement (225):

Bank of America	1	Water Improvemt Pooled Acct	\$ 150,991	Pooled Checking/Investment Acct. No interest earned in Dec.
Class Pool	2	Water Impr Class Pool Investment	102,321	0.13% Dec. Average Annualized Yield
Comerica Securities	8	Water Impr CD	101,000	Money Fund-no interest earned
		TOTAL		\$354,312

Brownfield Redevelopment (243)

Bank of America	1	Pooled Account	\$ 10,451	Pooled Checking/Investment Acct. No interest earned in Dec.
-----------------	---	----------------	-----------	---

Sewer Fund (590):

Bank of America	1	Sewer Receiving Pooled Account	\$ (84,602)	Pooled Checking/Investment Acct. No interest earned in Dec.
Class Pool	2	Sewer Class Pool Investments	1,011	No interest earned in Dec.
Citizens Bank	6	Combined Sewer Investment	126,547	0.18% Dec Average
Dart Bank	5	Sewer Replmt CD's 43896 & 43901	456,133	0.35%, due 3/11/13; 0.55%, due 5/6/13
Flagstar Bank	7	Sewer Replacemt CD 106351654	201,309	0.6%, due 4/8/13
Dart Bank	5	Combined Sewer Savings	1,348,910	Muni Money Market Pooled Account for Sewer Replacement, Surplus, and Bond Payment. 12/31 Annual % Yield - .30%
Comerica Securities	8	Sewer Fund Securities	225,790	1.0%, 2.2%, Matures 9/27/17, 9/16/15
		TOTAL		\$2,275,098

Trust and Agency Fund (701):

Bank of America	1	Trust & Agency Pooled Account	\$ (1,396)	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Delinquent PP Tax Account	1,495	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Employee Flex Spending (Includes Twp. deposit of \$9000)	8,272	Non-interest bearing account
		TOTAL		\$8,371

Current Tax (703):

Bank of America	1	Current Tax Savings	\$ 14,386,194	Investment Account - No interest earned in Dec.
-----------------	---	---------------------	---------------	---

Falk Cemetery Trust Fund (765):

Bank of America	1	Falk Trust Savings Pooled Acct	\$ 75,895	Pooled Checking/Investment Acct. No interest earned in Dec.
-----------------	---	--------------------------------	-----------	---

Total Delhi Township Cash & Investments \$ 22,451,308

DELHI CHARTER TOWNSHIP CASH AND INVESTMENTS

Fourth Quarter Report 2012

December 31, 2012

Cash and Investments by Institution

INSTITUTION	Code	NAME OF ACCOUNT	12/31/12 G.L. Balance	INTEREST RATE, MATURITY, ETC.
Bank of America	1	General Fund Pooled Account	\$ 4,025,174	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Fire Fund Pooled Account	215,733	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Police Fund Pooled Account	38,932	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Fire Equipment Pooled Account	249,126	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Water Improvemt Pooled Acct	150,991	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Sewer Receiving Pooled Account	(84,602)	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Trust & Agency Pooled Account	(1,396)	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Pooled Account	10,451	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Delinquent PP Tax Account	1,495	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Falk Trust Savings Pooled Acct	75,895	Pooled Checking/Investment Acct. No interest earned in Dec.
Bank of America	1	Employee Flex Spending	8,272	Non-interest bearing account
Bank of America	1	Current Tax Savings	14,386,194	Investment Account - No interest earned in Dec.
		TOTAL		\$19,076,265

Class Pool	2	Water Impr Class Pool Investment	\$ 102,321	0.13% Dec. Average Annualized Yield
Class Pool	2	Sewer Class Pool Investments	1,011	No interest earned in Dec.
		TOTAL		\$103,332

Stifel Nicolaus	3	General Fund Investment	\$ 219,970	Three zero coupon bonds due 4/1/13, 11/11/13, & 7/5/14
-----------------	---	-------------------------	------------	--

Chase	4	General Fund Investment	\$ 46,225	Dec. Interest rate = .20%
-------	---	-------------------------	-----------	---------------------------

Dart Bank	5	Combined Sewer Savings	\$ 1,348,910	Muni Money Market Pooled Account for Sewer Replacement, Surplus, and Bond Payment. 12/31 Annual % Yield - .30%
Dart Bank	5	Sewer Replmt CD's 43896 & 43901	456,133	0.35%, due 3/11/13; 0.55%, due 5/6/13
Dart Bank	5	General Fund I.T. Account	2,000	Non-interest bearing account
		TOTAL		\$ 1,807,043

Citizens Bank	6	Combined Sewer Investment	\$ 126,547	0.18% Dec Average
---------------	---	---------------------------	------------	-------------------

Flagstar Bank	7	Sewer Replacemt CD 106351654	\$ 201,309	0.6%, due 4/8/13
---------------	---	------------------------------	------------	------------------

Comerica Securities	8	Sewer Fund Securities	\$ 225,790	1.0%, 2.2%, Matures 9/27/17, 9/16/15
Comerica Securities	8	General Fund Securities	443,134	4.5%, 5%, 0.5%; Matures 6/17/13, 5/01/15, 6/28/17
Comerica Securities	8	Water Impr CD	101,000	Money Fund-no interest earned
		TOTAL		\$769,924

PNC Bank	10	Fire Investment	\$ 100,693	Dec. Annual % Yield Earned = .2%
----------	----	-----------------	------------	----------------------------------

Total Delhi Township Cash & Investments \$ 22,451,308

Downtown Development Authority Cash & Investments

INSTITUTION	Code	NAME OF ACCOUNT	12/31/12 G.L. Balance	INTEREST RATE, MATURITY, ETC.
Bank of America		Pooled Savings	\$ 39,491	Pooled Checking/Investment Acct. No interest earned in Dec.
Dart Bank		Hi-Fi Savings	1,336,698	Muni Money Market, 12/31 Annual Yield = .30%
Class Pool		Investment	474	No interest earned in Dec.
Flagstar		Investment	76,293	Dec. Interest Rate = .4%

Total DDA Cash & Investments \$ 1,452,956

DELHI CHARTER TOWNSHIP CASH AND INVESTMENTS
Quarterly Report - Institution Summary
December 31, 2012

<u>INSTITUTION</u>	<u>TYPE OF ACCOUNT</u>	<u>TOTAL CASH/INVESTMENTS at December 31, 2012</u>	
Bank of America	Checking and Investment	\$	19,076,265
Dart Bank	Hi-Fi Money Market & CD's		1,807,043
Comerica	Certificates of Deposit, Securities		769,924
Stifel Nicolaus	Securities, Money Fund		219,970
Flagstar	Certificate of Deposit		201,309
Citizens Bank	Investment Savings		126,547
Class Pool	Investment Savings		103,332
PNC Bank	Money Market		100,693
Chase	Investment Savings		46,225
	Total Delhi Township	\$	22,451,308

Delhi Downtown Development Authority Cash & Investments

<u>INSTITUTION</u>	<u>TYPE OF ACCOUNT</u>	<u>TOTAL CASH/INVESTMENTS at December 31, 2012</u>	
Bank of America	Checking and Investment	\$	39,491
Dart Bank	Hi-Fi Savings/Checking		1,336,698
Flagstar Bank	Investment		76,293
Class Pool	Investment		474
	Total Downtown Development Authority	\$	1,452,956