

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 17, 2013**

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, September 17, 2013, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 6:31 p.m.

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

Members Absent: Trustee Megan Ketchum

Others Present: John Elsinga, Township Manager
Lt. Eric Trojanowicz, Delhi Division, Ingham County Sheriff's Office
Rick Royston, Fire Chief
Sandra Diorka, Director of Public Services
Tracy Miller, Director of Community Development
Brian Ball, Asst. Fire Chief
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

BUSINESS

UPDATE ON MEDICAL MANAGEMENT SYSTEMS OF MICHIGAN AMBULANCE BILLING

Rick Frankfort, Vice President, Medical Management Systems, gave an update on the ambulance billing/collection performed by Medical Management Systems of Michigan. Accounts receivable as of July 31, 2013 was \$120,178.86. The average monthly charges were \$102,952.98. The acceptable levels of accounts receivable should fall between \$102,952.98 and \$154,429.48. Collection ratio net has climbed each month with a goal of 90%.

Discussion was held in regard to rate increases and how it would affect the under/uninsured individuals.

FIRE DEPARTMENT – AUGUST ACTIVITY REPORT

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

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

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

COMMUNITY DEVELOPMENT DEPARTMENT – AUGUST ACTIVITY REPORT

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

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 17, 2013**

PUBLIC COMMENT – None

ADJOURNMENT

Meeting adjourned at 7:21 p.m.

Date: _____

Evan Hope, Township Clerk

Date: _____

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

Delhi Township Fire Department Monthly Report

August, 2013

Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	180	-	180
Fire / Rescue	37	2	29
Total Calls	217	2	219
Staff Hours	388.8	2	390.82

Total calls in 2013: 1,502

Total calls for 2012: 2,577

Inspections

Commercial Fire Inspections –42

Fire Personnel Company Inspections - 25

Training

391 Personnel participated in 534 Hours of Training

Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	5
Meetings	20
Mentoring new personnel	30

Mutual Aid: Given – 13 Received – 3

Miscellaneous

- August 16 I-96 at Sycamore Creek a vehicle went off the road and then proceed to go airborne into the creek. This was a multi-jurisdictional extrication with Lansing fire.
- August 17 127 NB Ramp vehicle fire with the driver found 100yds from vehicle burned, expected to recover, vehicle a total loss.
- August 24 1891 Cedar Edru Roller Arena electrical fire found on the exterior of the building with minimal extension into the building with approx. \$1000 dollar loss.
- August 30 2373 Cedar Park Assistant Chief Ball witnessed a vehicle drive into the building, driver had a medical issue and building sustained minor structural damage, no one inside the building was injured. Driver transported to the hospital by Delhi Fire.

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: September 3, 2013

RE: August 2013 Monthly Report

HIGHLIGHTED CASES AND INCIDENTS:

- 08/01/2013 Deputy Jason Kuch investigated a malicious destruction of property complaint in the 2500 block of Glen Cove. The victim had two vehicles that had their tires slashed by unknown suspect.
- 08/01/2013 Deputy Jason Kuch investigated a malicious destruction of property complaint in the 2500 block of Glen Cove. The victim had his tires on his vehicle slashed by unknown suspect(s).
- 08/01/2013 Deputy Narlock investigated a malicious destruction of property complaint in the 2100 block of Beechnut Trail. The victim had the tires slashed on his vehicle by unknown suspect.
- 08/01/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the 3700 block of Observatory Lane. The victim had the tires slashed on his vehicle by unknown suspect(s).
- 08/01/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the 5600 block of Ambler. The victim had the tires slashed on his vehicle by unknown suspect(s).
- 08/01/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the

2300 block of Anchor Court. Unknown suspect(s) slashed the tires on the victim's vehicle.

- 08/01/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the 2500 block of Sanibel Hollow. Unknown suspect(s) slashed the tires on the victim's vehicle.
- 08/01/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the 2600 block of Little Hickory. Unknown suspect(s) slashed the tires on the victim's vehicle.
- 08/01/2013 Deputy Huhn investigated a malicious destruction of property complaint in the 3500 block of Observatory Lane. Unknown suspect(s) slashed the tires on the victim's vehicle.
- 08/01/2013 Deputy Boerkoel investigated a malicious destruction of property complaint in the 3600 block of Laureate Dr. Unknown suspect(s) slashed the tires on the victim's vehicle.
- 08/01/2013 Deputy Narlock investigated a malicious destruction of property complaint in the 2100 block of Beechnut Trail. The victim had two tires slashed on his vehicle and a tire slashed on his boat trailer by unknown suspect(s).
- 08/03/2013 Deputy Kindervater investigated a malicious destruction of property complaint in the 4500 block of Bison Dr. Unknown suspect(s) broke into the victim's vehicle and stole a GPS Unit. The windows were rolled down on the vehicle.
- 08/03/2013 Sergeant Flint investigated a malicious destruction of property complaint at 6228 Bishop Rd. (Capitol City Church of God). Unknown suspect(s) damaged the playground equipment.
- 08/03/2013 Deputy Doerr investigated a malicious destruction of property complaint at 4552 Spahr Ave. (Midway Elementary School). Unknown suspect(s) dumped paint on the playground equipment.
- 08/03/2013 Sergeant Weiss issued trespassing citations to two subjects in the 4000 block of Holt Rd.
- 08/06/2013 Deputy Narlock investigated a larceny from vehicle complaint in the 1600 block of Tuscany. Deputy Narlock located four vehicles that had been broken into. A subject was located in the area and was cited for a violation of the Delhi curfew ordinance. The stolen property was recovered in the area.
- 08/07/2013 Deputy Hull investigated a larceny from vehicle complaint in the 4600 block of Glenberry Dr. The unknown suspect(s) broke into the victim's unlocked vehicle and stole a GPS Unit.

- 08/08/2013 Deputy Hull investigated a larceny from vehicle complaint in the 1600 block of Laurelwood. The suspect(s) entered the victim's unlocked vehicle and stole her Garmin GPS.
- 08/08/2013 Sergeant Weiss responded to a trouble with subject complaint in the 3900 block of Circle Dr. Sergeant Weiss arrested the suspect for disorderly conduct under the Delhi Township ordinance. The suspect was lodged at the Ingham County Jail.
- 08/08/2013 Deputy McElmurray investigated a larceny complaint in the 1800 block of Dogwood. The victim had her purse and Kindle Fire stolen by unknown suspect(s). The purse was later found in the backyard of her residence.
- 08/09/2013 Deputy Bennehoff investigated a larceny from vehicle complaint in the 4400 block of Cricket Ridge. The victim had her vehicle broken into by unknown suspect(s). Medicine was stolen from the vehicle.
- 08/09/2013 Deputy Bennehoff investigated a larceny from vehicle complaint in the 4400 block of Cricket Ridge. The victim had his Garmin GPS stolen from his vehicle by unknown suspect(s).
- 08/09/2013 Deputy Bennehoff investigated a larceny from vehicle complaint in the 4400 block of Cricket Ridge. The victim had \$25.00 in change stolen from his vehicle by unknown suspect(s).
- 08/10/2013 Deputy Kindervater investigated a one vehicle accident at I – 96 and US – 127. The driver of the vehicle was arrested for possession with intent to deliver analogues, carrying a concealed weapon, and felony firearm. The driver of the vehicle was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 08/10/2013 Deputy Boerkoel investigated a larceny complaint in the 2500 block of Eaton Rapids Rd. The victim had a lawn tractor, leaf blower, and a hedge trimmer stolen by unknown suspect(s).
- 08/11/2013 Deputy Bennehoff investigated a larceny complaint in the 4500 block of Don St. The victim had his bike stolen by unknown suspect(s).
- 08/11/2013 Deputy Boerkoel investigated a larceny complaint in the 2500 block of Hummingbird Lane. The victim had her bike stolen by unknown suspect(s).
- 08/12/2013 Sergeant Weiss arrested a subject for disorderly conduct at Sycamore and Aurelius. He was lodged at the Ingham County Jail. Another subject was issued a citation for minor in possession of alcohol, curfew violation, and a tobacco violation.

- 08/14/2013 Deputy Brandon Doerr investigated a malicious destruction of property complaint in the 4000 block of Dallas Ave. The victim had a window damaged to his residence by unknown suspect(s).
- 08/14/2013 Deputy Huhn investigated a larceny complaint in the 3700 block of Butte Dr. The victim had a packaged delivered to her residence in the mail and the package was missing items. There are no known suspect(s).
- 08/15/2013 Deputy Kindervater investigated a larceny complaint in the 4400 block of Crickett Ridge. The victim had a tire stolen off of a vehicle and the vehicle was left on blocks. There are no known suspect(s).
- 08/16/2013 Deputy Kindervater checked on two suspicious people at 4552 Spahr Ave. (Midway Elementary School). Deputy Kindervater arrested one of the subjects for possession of marijuana and he was lodged at the Ingham County Jail. The other subject was cited for use of marijuana. Charges are being sought through the Ingham County Prosecutor's Office.
- 08/18/2013 Deputy Brandon Doerr responded to a fight in the 3600 block of Harper Rd. Deputy Doerr made contact with an intoxicated male at the residence and he was subsequently arrested for disorderly conduct. He was lodged at the Ingham County Jail. Charges are being sought through the Delhi Township Attorney's Office.
- 08/18/2013 Deputy Brandon Doerr investigated an attempt breaking and entering complaint in the 1900 block of Aurelius Rd. The unknown suspect(s) attempted to break into the victim's residence. No entry was made into the residence.
- 08/19/2013 Deputy Jason Kuch investigated a larceny complaint in the 1900 block of Elm St. The victim had his Xbox stolen by unknown suspect(s).
- 08/21/2013 Deputy Brandon Doerr cited two juveniles under the Delhi Township Curfew Ordinance at Aurelius Rd. and Wilcox Rd. The two juveniles were turned over to their parents.
- 08/21/2013 Deputy Jason Kuch investigated a larceny from vehicle complaint in the 3800 block of Willoughby Rd. The victim had a computer stolen out of his vehicle by unknown suspect(s).
- 08/21/2013 Deputy Huhn investigated a larceny complaint at 1325 N. Cedar St. (Schram's Auto Parts). An employee caught two males stealing radios. The adult male subject was arrested and lodged at the Ingham County Jail. The juvenile male was turned over to his parents. Charges are being sought through the Ingham County Prosecutor's Office.
- 08/23/2013 Deputy Huhn is investigating a retail fraud complaint at 2495 Cedar St. (Kroger). Two unknown suspect(s) stole liquor from the store and left in a vehicle.
- 08/24/2013 Deputy Ward is investigating a larceny complaint in the 4200 block of Woodworth.

- The victim has several electronics stolen from the residence by unknown suspect(s).
- 08/24/2013 Deputy Narlock and Deputy Bennehoff investigating a fight in the 4300 block of Dell Rd. They arrested a subject at the scene who had three felony warrants for his arrests out of Genesee County. The subject was lodged at the Ingham County Jail to await the arrival of Genesee County.
- 08/25/2013 Sergeant Weiss arrested a subject at Willoughby Rd. and Delhi Commerce for carrying a concealed weapon. The subject was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 08/26/2013 Deputy Kindervater cited a subject under the Delhi Township Ordinance for disorderly/prowling at Hancock and Dallas.
- 08/26/2013 Deputy Ward is investigating a larceny from vehicle complaint in the 3100 block of Grand Oak Dr. The victim had cash stolen from his vehicle by unknown suspect(s).
- 08/26/2013 Deputy Kindervater investigated a marijuana grow operation in the 1400 block of Van Dyke. Deputy Kindervater confiscated four marijuana plants and he will be seeking charges on the suspects through the Ingham County Prosecutor's Office.
- 08/27/2013 Deputy Ward initiated a traffic stop at Jolly Rd. and Aurelius Rd. The driver and the passenger in the vehicle were arrested on warrants. A subsequent search of the vehicle resulted in a meth lab located inside of the vehicle. Warrants are being sought through the Ingham County Prosecutor's Office on the occupants of the vehicle.
- 08/28/2013 Deputy Bennehoff investigated a larceny from vehicle complaint in the 4400 block of Cricket Ridge. The victim has his GPS stolen out of his vehicle by unknown suspect(s).
- 08/28/2013 Deputy Ward arrested a subject under the Delhi Township Disorderly Ordinance in the 3500 block of Laureate. The subject was lodged at the Ingham County Jail. Charges are being sought through the Delhi Township Attorney's Office.
- 08/29/2013 Deputy Bowden investigated a larceny complaint at 2345 Eifert Rd. (Tazmanian Tire). A suspect was identified stealing rims. The suspect was arrested and lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 08/29/2013 Deputy Ward investigated a larceny complaint in the 2200 block of Gilbert Rd. The victim had a handgun stolen from his vehicle by unknown suspect(s).

STATISTICS:

During the month of August, Deputies responded to 434 calls for service (written/blotter complaints). They made 115 arrests of which 60 were self – initiated. Deputies issued 202 citations. Deputies conducted 495

business/property checks, 16 liquor inspections, and spent 183.5 hours in Community Policing. Deputies participated in 151.1 hours of training.

Calls for Service

	2011	2012	2013
August	589	482	434
Year to Date	4080	3622	3119

Total Arrests

	2011	2012	2013
August	101	103	115
Year to Date	697	824	924

Total Self – Initiated Arrests

	2011	2012	2013
August	79	66	60
Year to Date	540	466	520

Citations Issued

	2011	2012	2013
August	186	169	202
Year to Date	1430	1684	1691

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Sam Davis
Major

Joel Maatman
Major

TO: Lt. Eric Trojanowicz
FROM: Dep. Kelly Bowden #5379
DATE: Wednesday, September 04, 2013
RE: August 2013 Monthly Business Officer Report

Total Complaints:	36
Traffic Stops:	30
Citations:	12
Property/ Business Checks:	112
Community Policing Hours:	22.9
Liquor inspections:	1

Community Policing Highlights:

I worked the Holt Hometown Days festival and helped operate the seatbelt convincer. There seemed to be a pretty good turn- out and there were no major incidents to report.

I responded to and addressed several citizen complaints of abandoned, inoperable vehicles in the Township's neighborhoods. In each instance, the owners were contacted and complied with instructions on how to remedy the issue.

I responded to a local business after passersby witnessed a crazed squirrel tearing around the inside of the closed business. I was able to confirm the squirrel was inside the

building without the owner's knowledge (or consent.) The owner was summoned to the scene and the squirrel sent on his way with a stern warning.

I checked on an elderly male at a local business after passersby reported him possibly engaged in questionable activity with a teenage female. I located the male and found he was sharing stories of his service in the military with the young lady, who had helped him transfer groceries into his car. No crime had occurred.

I have continued enforcement efforts in the Delhi Industrial Sites, particularly the chain of lakes and it appears progress is being made. There has been a noticeable decrease in the number of subjects found fishing in violation of the no trespass signs. During a recent encounter with several people found fishing, I arrested a local subject on a warrant after he provided me with a false name, despite the fact he is well-known to all of the Delhi Deputies.

Investigative Highlights:

The following is a highlight of the more notable cases I have investigated this month:

The joint investigation with Deputy Paul Richards mentioned in my last report has concluded with the suspect being arrested and the Ingham County Prosecutor's Office authorizing felony level credit card fraud charges after it was determined the suspect was stealing customer's credit card numbers and using them to order food for himself while he worked. The suspect's employer was of great assistance during this investigation.

A local business owner reported being approached by a customer in reference to a male suspect who had allegedly removed tire rims without permission from the business owner's property. After further investigation, I was able to determine the allegation was true and it appeared the suspect had been doing this on an almost daily basis. I enlisted the help of several Delhi Deputies and set up surveillance on the business the following morning after receiving the complaint. True to form, the male suspect appeared and began loading his vehicle with rims. He was contacted and interviewed, at which time he confessed. The male was arrested and charged with felony larceny.

A local business contacted me after a subject they had repeatedly warned to stay off of their property again returned to the business. I contacted the suspect, who insisted he had every right to be there despite being trespassed by the Court system and the business owner. The male was arrested and lodged at the Ingham County Jail.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

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TO: Lt. Eric Trojanowicz
FROM: Deputy Mary Hull #5353
DATE: Thursday, September 05, 2013
RE: August 2013 Monthly Report

MONTHLY STATISTICS:

Complaints:	19
School Contacts:	4
Property Checks:	24
Community Policing Hours:	34

COMMUNITY POLICING HIGHLIGHTS:

On August 2, I attended the third of a three part series on truancy at Lansing Community College. The Truancy Regional Planning Series involves participants from around Mid-Michigan who talk about truancy at all levels of education and their experiences as teachers, administrators, community action agencies and court personal. The discussions are meant to identify the barriers that prohibit regular school attendance, and strategies to combat the problem were discussed as they relate to the communities ownership in the problem. Community ownership includes schools, families, governmental agencies and their policies, and community support systems. Participants took a hard look at the problems facing truancy and came up with suggestible strategies to fix the problem.

On August 21, I attended Driving Simulator Instructor training at Eaton County Sheriff's Office, the Michigan Sheriff's Association and State Farm Insurance sponsored the

training. The driving simulator is a computer-based program that generates awareness about the hazards of distracted driving, such as talking and texting on a cell phone while driving. Participants drive in a virtual world while operating the controls of an actual vehicle, the program then creates distractions for the driver. Simulations include braking and reaction time, and can simulate day and night driving and/or city and rural driving locations. The simulator is part of State Farm Insurance's promotion to get teens to think 2n2 (2 eyes on the road 2 hands on the wheel), encouraging teens to make positive choices as they start driving.

On August 24, Deputy Richards, Deputy Bowden and I attended the annual Holt Home Town Days festival and parade. During the event at the Jr. High Deputy Richards, Deputy Bowden and I, along with the explorers provided bike registrations, child identification kits; safety oriented brochures and operated the seatbelt convincer.

OTHER HIGHLIGHTS:

During the month, I responded to nineteen calls for service; some of the calls included damage to property, larceny from vehicles, breaking and entering, car fire, larceny of trees, and an assault.

During the month of August, Deputies assigned to Delhi responded to a number of larcenies from vehicle reports. Of the reports that I responded to all of the vehicles were not locked and small electronics, and change was taken. The individual(s) responsible for the incidents did not leave any evidence behind that would have led to their identity. I also responded to a number of damage to property reports. In one instance a resident reported that an unknown individual threw eggs at his vehicle that parked on the side of the road, the resident did not initially notice that damage and was not sure of the exact date that the incident occurred. In the second instance a resident reported that his glass storm door was shattered, with an unknown object. The resident was not sure if the damage was done the day it was reported, I checked the area for the item causing the damage but was not able to locate the item.

On August 8, I responded to an address on Eaton Rapids Road for a Breaking and Entering. During the night time hour's unknown individuals gained access into an unattached garage and took a riding lawn mower. The individuals then pushed the lawn mower across the grass into a drive next to the residence. There was no evidence left behind by the individuals to identify them and a search of pawn web sites did not reveal any suspects.

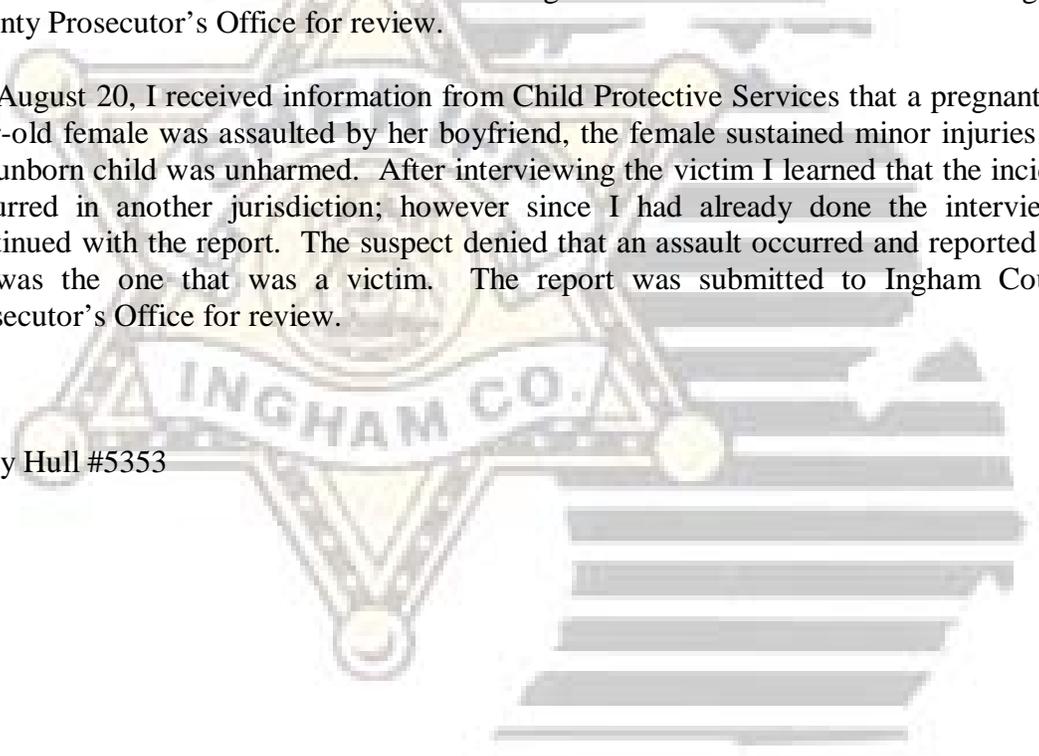
On August 17, I responded with Delhi Fire to a car fire on the highway. Upon our arrival no one was with the vehicle, a witness reported that he observed a white male being carried from the vehicle by two subjects. While walking along the shoulder of the road I was able to locate a male subject lying in the tall grass. The subject did not appear injured but seemed confused, a test of the subject's blood revealed that his sugar was high; he was then transported to Sparrow Hospital for evaluation. When I initially interviewed the subject he could not recall what happened, when I interviewed him a few days later he admitted that he was the driver and had driven non-stop from Texas with

three individuals he did not know and had been drinking energy drinks to stay awake. However, the driver advised that was not sure how the fire started. An inspection of the vehicle revealed two fake Mexican identifications and Peso's. It is believed that the driver was smuggling drugs in the gas tank; however, no drugs were located.

On August 15, I responded to an address on Waverly Road for a trespassing complaint. The homeowner's son reported that neighbors were in the woods cutting trees that belonged on their property. At the time of the complaint the homeowner was out of town on business, and his son could not tell me where the property boundaries were located. The neighbor was adamant that the property was theirs and the trees were being harvested for money. When the homeowner returned from his business trip it was determined that the nine trees were cut from his property, without his permission and in the process a large amount of damage was done to the existing woods and surrounding area. The trees that were cut are estimated at \$15,000.00 and the damage to the property exceeded \$4,500.00. The incident is still under investigation and will be turned over to Ingham County Prosecutor's Office for review.

On August 20, I received information from Child Protective Services that a pregnant 16-year-old female was assaulted by her boyfriend, the female sustained minor injuries and the unborn child was unharmed. After interviewing the victim I learned that the incident occurred in another jurisdiction; however since I had already done the interview I continued with the report. The suspect denied that an assault occurred and reported that he was the one that was a victim. The report was submitted to Ingham County Prosecutor's Office for review.

Mary Hull #5353



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TO: Lt. E. Trojanowicz

FROM: Dep. P. Richards

DATE: 09/10/13

RE: August Monthly

MONTHLY STATISTICS:

Arrests	(03)Msd.
Traffic Stops:	(16)
Citations issued:	(8)
Complnts (Blotters):	(5/5)
Comm. Policing Hrs.:	(37)
Training Hrs.:	(9.4)
School Contacts:	(02)
N. W. meetings:	(01)
Spec. Assngmt. Hrs.	(9.2)

COMMUNITY POLICING HIGHLIGHTS:

I along with Dep. Mary Hull on several occasions participated in direct patrol utilizing the mountain bike during the night hours. We spoke to several individuals during this night patrol. We assisted on

several calls of service; a drunk suicidal person with a knife in a parking lot of a local business. Many areas (businesses and neighborhoods) were checked during the time we were out on patrol; checked local parks in the afterhours as well.

I helped to organize the Holt Home Town Days Parade; I organized the police involvement with this event. We had many volunteers that assisted with the traffic portion of the parade. The assistance was greatly welcomed. I also was present during the Holt Home Town Days event that took place immediately following the parade. A Sheriff's Office booth was set up at this event; we provided many fliers on various issues/topics. Neighborhood watch information was presented to all interested persons. Also provided at the Sheriff's booth was Child I.D registration and bicycle registration, Many people came to the booth. The Ingham County Sheriff's Office seat belt convincer was also at the booth; it was used many times by the participants at the festival. Foot and bicycle patrol of the area during the event was also done.

I had a meeting with a resident of Delhi Manor Trailer Community on the development of a Neighborhood watch program within the trailer community. I advised on the setting up of the watch and what was involved; coordinators, captains, phone tree, etc. Several persons/residents of the community are willing to assist in the development of this watch. A second meeting is being planned for mid-October.

I patrolled many neighborhoods in my district this month with both bicycle or patrol vehicle. I made sixteen stops this month and issued eight citations for various traffic infractions; I had three (3) misdemeanor arrests.

I participated at the annual Bring Your Kids to Work day; held at the Ingham County Administrative offices at Cedar and Jolly. I spoke to a large group of workers and their children at the main Department of Human Services within the complex. I spoke on several topics of police work as a vocation (also the importance of citizens being involved within communities), this was followed by a question and answer period.

I performed a walk-thru/ patrol of the Delhi Township offices; including the Fire Dept. and Library. This walk-thru is done several times a month for heightened visibility (and control/assistance if needed) for the complex.

OTHER HIGHLIGHTS:

I investigated several harassment/public peace complaints; all were non-threatening harassment complaints. All suspects were advised to not make any additional comments towards the victims or possible prosecution would be sought.

I investigated several property damage accidents without injuries. All non-drivable vehicles were towed from the scene and a complete report created. And all at-fault drivers were noted on the report. Minor to moderate damage to all vehicles involved. No injuries.

I co-investigated a fraud complaint from Fat Boys Pizza with Dep. Bowden. Complaint of several improper/illegal uses of multiple credit cards for the purchasing of pizzas; credit cards were used by an employee of a local business to purchase food items from the pizza business. Surveillance videos and direct interviews aided in prosecution/charges being placed against the person(s) that were involved in the investigation of fraud.

DELHI CHARTER TOWNSHIP
Department of Community Development

August 2013 Activity Report

New Permits:

Category	DDA Area Permits	Total Permits	Total Inspections
Building	12	44	88
Electrical	7	25	35
Mechanical	5	24	60
Plumbing	1	10	26
Fire Inspections	N/A	N/A	42
Totals	25	103	251

Soil Erosion Permits & APA Projects:

Category	DDA Area Permits	Total Permits/New Projects	Total Inspections
Soil Erosion	5	9	68
Soil Erosion Waivers	0	0	0
APA Projects	0	0	1
Totals	5	9	69

New Code Enforcement Cases:

Category	DDA Area Cases	Total Cases
Building Maintenance	2	4
Fence Violation	0	0
Junk & Debris	4	9
Junk Vehicles	1	7
Miscellaneous	1	6
Noxious Weeds	6	19
Sidewalk Snow	0	0
Sign	4	7
Site Plan	0	0
Yard Parking	0	0
Improper Zoning Use	0	1
Totals	18	53
Total # of Inspections	113	

Rental Program Information:

Number of New Registered Rental Properties	5
Number of Rental Re-inspections	4
Number of Rental Investigations	3
Number of Rental Cycle Inspections	4

Civil Infraction/Abatement Information:

Abatement/Clean-ups	15
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	\$14,260.64
Civil Infractions Issued	5
<i>Civil Infraction Fines Issued (Year to date)</i>	\$4,125.00

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
COMMERCIAL ALTERATION						
PB13-228	3475 BELLE CHASE WAY	LOVELL CONTRACTORS	REMODELING 4,500 SQ FT OF OFFICE SPACE	\$50,000	\$330.00	
PB13-232	2040 AURELIUS ROAD Suite 22	NIELSEN COMMERCIAL CONSTRUCTION	INSTALL ROOF HATCH AND ACCESS LADDER	\$3,000	\$55.00	
COMMERCIAL ALTERATION				\$53,000	\$385.00	Total: 2
COMMERCIAL MISCELLANEOUS						
PB13-245	2040 AURELIUS ROAD UNIT 1	BUDDIE'S PUB & GRILL	TENT FOR HOLT HOMETOWN FESTIVAL AUGUST 23RD AND AUGUST 24TH	\$0	\$50.00	Y
PB13-261	2418 AURELIUS ROAD	MORROW ROOFING INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
COMMERCIAL MISCELLANEOUS				\$8,000	\$100.00	Total: 2
COMMERCIAL NEW STRUCTURE						
PB13-260	3500 MOUNTAIN GLADE DRIVE	DTN ENTERPRISES, LLC	CONSTRUCTING 18 UNIT APARTMENT BUILDING	\$1,523,432	\$10,058.40	
COMMERCIAL NEW STRUCTURE				\$1,523,432	\$10,058.40	Total: 1
DECK						
PB13-237	2526 PINE TREE ROAD	WEITZEL, BRIAN & DENISE	CONSTRUCTING A 12' X 10' DECK ON FRONT OF HOUSE	\$1,080	\$50.00	
PB13-244	879 N COLLEGE ROAD	CARPENTRY PLUS BUILDING CO.	CONSTRUCTING 98 SQ FT DECK - 7 X 14	\$882	\$50.00	
DECK				\$1,962	\$100.00	Total: 2
FENCE						
PB13-246	6315 TIMBERLAND DRIVE	JACKSON, STEVEN & STEFANIE	INSTALLING 4' CHAIN LINK FENCE ENCLOSING REAR YARD	\$0	\$50.00	
PB13-254	3613 DELL ROAD	WORDEN, TIM	INSTALLING 0' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
FENCE				\$0	\$100.00	Total: 2
RESIDENTIAL ADDITION						
PB13-231	2526 BERYL STREET	KETCHUM, JERRY	336 SQ FT ADDITION TO HOME	\$32,256	\$198.00	Y

DELHI CHARTER TOWNSHIP

Building Permit Details

of
Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-238	692 N EDGAR ROAD	D & W WINDOWS	<i>ADDING 252 SQ FT OF DECK AND SUNROOM TO BACK OF HOUSE</i>	\$18,600	\$114.00	
PB13-240	1679 ONONDAGA ROAD	BEARD, RICHARD A	<i>775 SQ FT ADDITION</i>	\$87,904	\$528.00	
RESIDENTIAL ADDITION				\$138,760	\$840.00	Total: 3
RESIDENTIAL ALTERATION						
PB13-235	2120 COOLRIDGE ROAD	MMB CONSTRUCTION	<i>INSTALLING EGRESS WINDOW AND WELL INTO EXISTING BASEMENT CONCRETE HEADER</i>	\$1,100	\$50.00	Y
PB13-241	1463 ONONDAGA ROAD	ESCHBACH, ROBERT E	<i>REPLACE AND REPAIR EXISTING WATER DAMAGED BOARDS AS DISCUSSED WITH RANDY MASTIN AND DENNIS LARNER</i>	\$17,000	\$102.00	
PB13-251	5010 HADDON HALL DRIVE	BOTTOMS UP BASEMENT FINISHING	<i>600 SQ FT BASEMENT FINISH THAT INCLUDES FAMILY ROOM AND 1/2 BATH</i>	\$15,000	\$90.00	
PB13-259	2220 PARK LANE	HOLT BUILDERS LLC	<i>CONSTRUCTING RAMP ON FRONT OF HOME</i>	\$2,550	\$50.00	Y
RESIDENTIAL ALTERATION				\$35,650	\$292.00	Total: 4
RESIDENTIAL DWELLING/GARAGE						
PB13-252	3717 MEIJER COURT	COUNTRY VIEW ESTATES LLC	<i>CONSTRUCTING SINGLE FAMILY HOME</i>	\$134,156	\$810.00	Y
PB13-265	1799 NIGHTINGALE DRIVE	ALLEN EDWIN HOMES	<i>CONSTRUCTING SINGLE FAMILY HOME</i>	\$226,829	\$1,362.00	
RESIDENTIAL DWELLING/GARAGE				\$360,985	\$2,172.00	Total: 2
RESIDENTIAL MISCELLANEOUS						
PB13-230	4598 KATHY KOURT	EAGLE EYE HOME IMPROVEMENT LLC	<i>TEAR OFF AND RE-ROOF</i>	\$8,000	\$50.00	
PB13-233	3520 OBSERVATORY LANE	PALMER CONSTRUCTION SERVICES LLC	<i>TEAR OFF AND RE-ROOF</i>	\$8,000	\$50.00	
PB13-234	1965 MAPLE STREET	GREEN CONSTRUCTION	<i>TEAR OFF AND RE-ROOF</i>	\$8,000	\$50.00	
PB13-236	1919 PHILLIPS AVENUE	PALMER CONSTRUCTION SERVICES LLC	<i>TEAR OFF 7 SQ SECTION OF SHINGLE AND RE-ROOF WITH A CHIMNEY REPAIR</i>	\$3,685	\$50.00	
PB13-239	1972 AUBURN AVENUE	SHERRIFF-GOSLIN CO	<i>TEAR OFF AND RE-ROOF</i>	\$8,000	\$50.00	

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-242	4731 HOLT ROAD	TURN KEY IMPROVEMENTS LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-243	879 N COLLEGE ROAD	CARPENTRY PLUS BUILDING CO.	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-247	2831 DELLRIDGE DRIVE	ELIEFF BROTHERS ROOFING INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-248	3885 DELL ROAD	GOODALL CONSTRUCTION CO	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-249	2990 WHISTLEWOOD WAY	JIMMERSON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-250	3628 QUADRILLE LANE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-253	4047 PINE DELL DRIVE NORTH	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-255	2685 ALLIUM DRIVE	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-256	2715 ALLIUM DRIVE	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-257	4149 DALLAS AVENUE	SIMON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-258	3605 OBSERVATORY LANE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-262	2212 MEADOWLAWN DRIVE	EAGLE EYE HOME IMPROVEMENT LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-264	2565 SORORITY LANE	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-266	4179 WATSON AVENUE	STREAMLINE ENTERPRISES INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-267	1978 MICHAEL AVENUE	STREAMLINE ENTERPRISES INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-268	2510 KINLOCH CIRCLE	KIENITZ, JEREMY	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-270	1914 WALNUT STREET	NORTHERN HOME IMPROVEMENT INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-272	1903 HAMILTON STREET	BRUNETTE EXTERIORS INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
RESIDENTIAL MISCELLANEOUS				\$179,685	\$1,150.00	Total: 23

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
RESIDENTIAL STORAGE/GARAGE						
PB13-227	2101 DELHI NE STREET	COLE, BROOKE M	CONSTRUCTING 768 SQ FT POLE BARN	\$13,824	\$84.00	Y
PB13-229	4788 TOLLAND AVENUE	KIENITZ, JEREMY	ADDING 528 SQ FT ATTACHED GARAGE	\$11,088	\$72.00	
RESIDENTIAL STORAGE/GARAGE				\$24,912	\$156.00	Total: 2
SIGN						
PS13-018	1325 N CEDAR ROAD	SIGN-A-RAMA	INSTALLING 02.5 SQ FT WALL SIGN	\$0	\$113.00	Y
SIGN				\$0	\$113.00	Total: 1
Totals:				\$2,326,386	\$15,466.40	44

Permit.DateIssued Between 08/01/2013 AND 08/31/2013
AND
Permit.PermitType = Building OR
Permit.PermitType = Sign

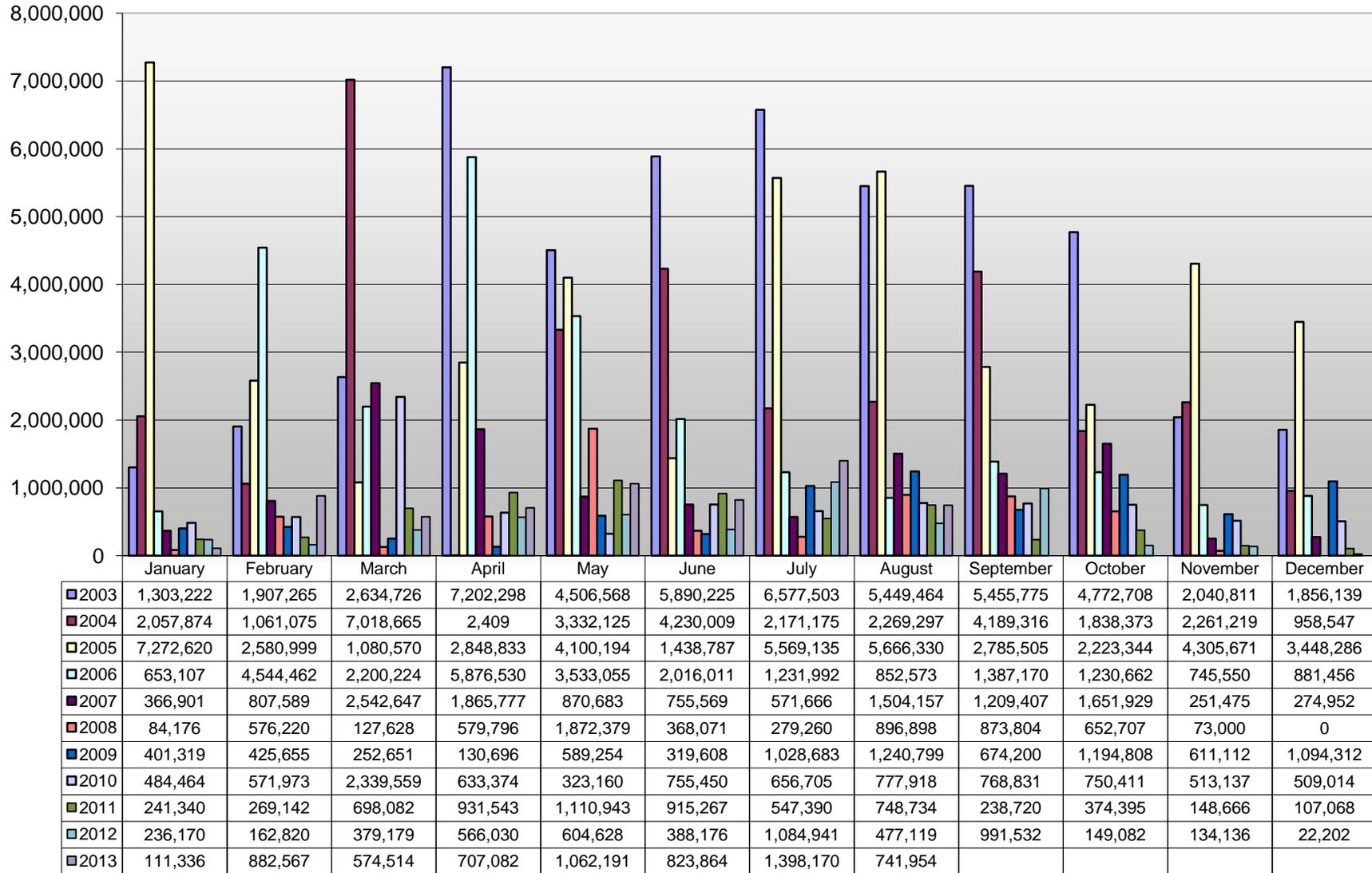
SUMMARY OF CONSTRUCTION VALUES

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	\$ -

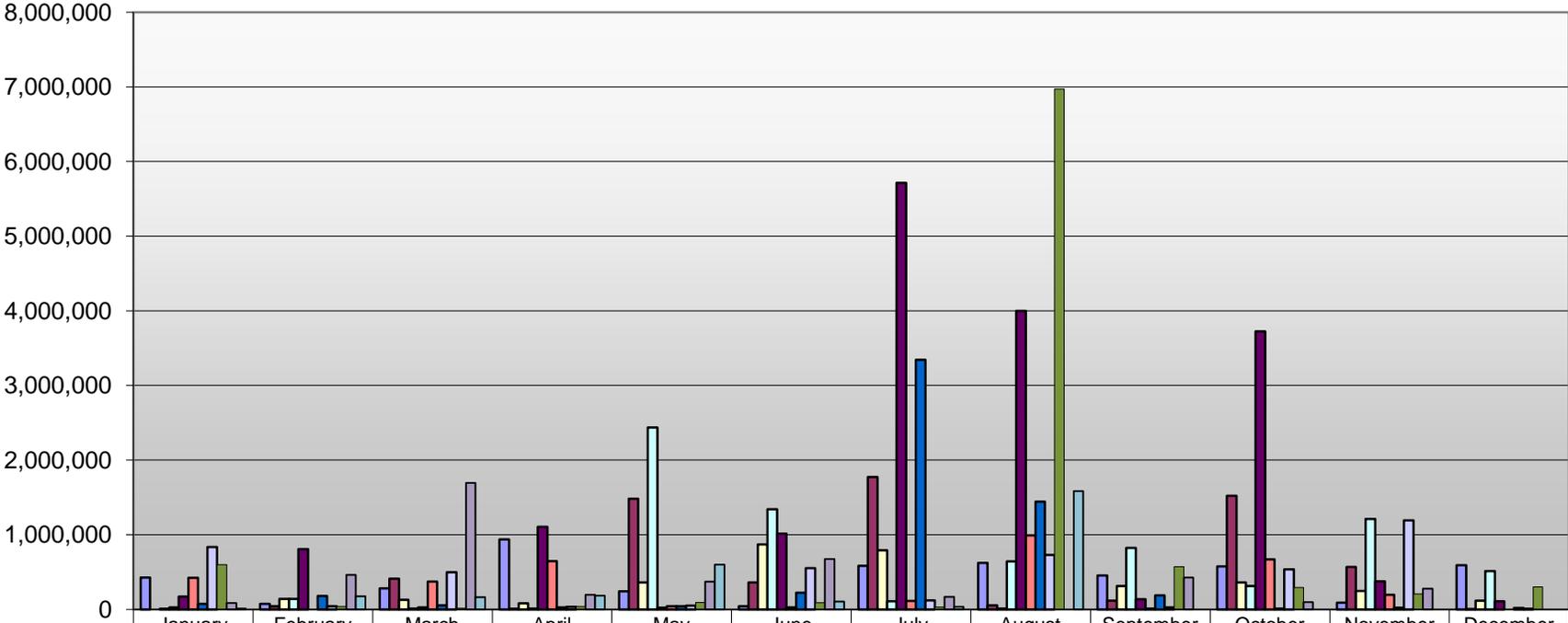
2013 Year to date Construction Values:

Commercial / Industrial:	\$ 2,851,397.00
Residential:	\$ 6,301,678.00
Total Single Family Homes:	25

Residential Building Permits



Commercial/Industrial Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2003	425,040	72,962	279,550	935,214	240,500	40,350	584,439	621,851	454,370	574,016	89,400	590,100
■ 2004	0	40,000	409,002	4,000	1,480,444	359,950	1,773,063	52,425	115,160	1,522,191	566,020	1,000
■ 2005	7,760	140,049	129,496	81,459	358,820	871,298	791,555	8,000	312,938	358,465	247,127	114,525
■ 2006	27,000	138,900	9,000	9,540	2,438,077	1,341,443	106,100	641,986	821,772	313,363	1,209,475	513,940
■ 2007	172,221	808,786	25,206	1,105,534	20,293	1,016,148	5,714,648	4,000,820	134,031	3,722,518	376,371	108,000
■ 2008	421,042	0	370,000	647,000	41,000	25,000	110,000	990,923	9,500	670,442	195,000	0
■ 2009	72,000	178,233	54,600	25,000	41,440	222,525	3,343,047	1,443,417	187,500	8,000	22,000	19,005
■ 2010	834,198	40,992	496,441	32,997	50,000	553,319	117,975	727,220	25,000	536,616	1,192,795	7,740
■ 2011	600,000	35,500	13,000	38,000	92,575	88,000	29,000	6,970,497	571,242	294,317	204,730	301,000
■ 2012	84,908	460,875	1,695,784	195,935	370,500	674,345	165,000	0	427,768	96,584	275,202	0
■ 2013	10,600	173,820	162,018	181,312	600,540	104,400	34,275	1,584,432				

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, September 17, 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, DiAnne Warfield

Members Absent: Trustee Megan Ketchum

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

COMMENTS FROM THE PUBLIC - None

Clerk Hope presented Fire Chief Rick Royston with a Certificate of Recognition upon his retirement from Delhi Charter Township.

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of August 20, 2013
- B. Approval of Minutes – Regular Meeting of August 20, 2013
- C. Approval of Minutes – Budget Workshop of September 10, 2013
- D. Approval of Claims – August 20, 2013 (ATTACHMENT I)
- E. Approval of Claims – September 3, 2013 (ATTACHMENT II)
- F. Approval of Payroll – August 29, 2013 (ATTACHMENT III)
- G. Approval of Payroll – September 12, 2013 (ATTACHMENT IV)

Warfield moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

NEW BUSINESS

**INTER-AGENCY AGREEMENT FOR TRAIL ENHANCEMENTS BETWEEN DELHI TOWNSHIP
AND INGHAM COUNTY**

The Board reviewed memorandums dated September 10, 2013 from Twp. Mgr. Elsinga and September 12, 2013 from Tracy Miller, Director of Community Development (ATTACHMENT V).

Harmon moved to approve the Inter-Agency Agreement for Trail Enhancements between Delhi Charter Township and the County of Ingham for the North Trail Connector Project and authorize the Township Clerk and Manager to execute said Agreement.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

AMENDMENT NO. 2 TO RESOLUTION NO. 2012-013 – FY 2013 GENERAL FUND BUDGET

The Board reviewed a memorandum dated September 6, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VI).

Sweet moved to adopt Amendment No. 2 to Resolution No. 2012-013 for the Fiscal Year 2013 General Fund Budget.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

AMENDMENT NO. 2 TO RESOLUTION NO. 2012-014 – FY 2013 SEWER FUND BUDGET

The Board reviewed a memorandum dated September 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VII).

Hayhoe moved to adopt Amendment No. 2 to Resolution No. 2012-014 for the Fiscal Year 2013 Sewer Fund Budget.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

AMENDMENT NO. 1 TO RESOLUTION NO. 2012-016 – FY 2013 FIRE FUND BUDGET

The Board reviewed a memorandum dated September 5, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VIII).

Warfield moved to adopt Amendment No. 1 to Resolution No. 2012-016 for the Fiscal Year 2013 Fire Fund Budget.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

AMENDMENT NO. 2 TO RESOLUTION NO. 2012-017 – FY 2013 FIRE EQUIPMENT, TRAINING AND APPARATUS FUND BUDGET

The Board reviewed a memorandum dated September 5, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IX).

Sweet moved to adopt Amendment No. 2 to Resolution No. 2012-017 for the Fiscal Year 2013 Fire Equipment, Training and Apparatus Fund Budget.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

AMENDMENT NO. 2 TO RESOLUTION NO. 2012-018 – FY 2013 POLICE FUND BUDGET

The Board reviewed a memorandum dated September 5, 2013 from Twp. Mgr. Elsinga (ATTACHMENT X).

Harmon moved to adopt Amendment No. 1 to Resolution No. 2012-018 for the Fiscal Year 2013 Police Fund Budget.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

AMENDMENT NO. 1 TO RESOLUTION NO. 2012-019 – FY 2013 DOWNTOWN DEVELOPMENT AUTHORITY FUND BUDGET

The Board reviewed a memorandum dated September 5, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XI).

Warfield moved to adopt Amendment No. 1 to Resolution No. 2012-019 for the Fiscal Year 2013 Downtown Development Authority Budget.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

**AMENDMENT NO. 1 TO RESOLUTION NO. 2012-020 – FY 2013 BROWNFIELD
REDEVELOPMENT AUTHORITY FUND BUDGET**

The Board reviewed a memorandum dated September 5, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XII).

**Hayhoe moved to adopt Amendment No. 1 to Resolution No. 2012-020 for the
Fiscal Year 2013 Brownfield Redevelopment Authority Fund Budget.**

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

PUBLIC HEARING – 7:45 P.M.

**RESOLUTION NO. 2013-017 – INDUSTRIAL FACILITIES TAX EXEMPTION (IFT) –
FIBERTEC, INC.**

**Hope moved to open the public hearing on Resolution No. 2013-017 – Industrial
Facilities Exemption Certificate – Fibertec, Inc.**

A Voice Poll was recorded as follows: All Ayes

Absent: Ketchum

MOTION CARRIED

Tracy Miller, Director of Community Development, reported on the application for Industrial Facilities Exemption Certificate for Fibertec, Inc.

There were no comments from the public.

Hope moved to close the public hearing.

A Voice Poll was recorded as follows: All Ayes

Absent: Ketchum

MOTION CARRIED

Public Hearing closed at 7:48 p.m.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

NEW BUSINESS cont'd

RESOLUTION NO. 2013-017 – APPLICATION FOR INDUSTRIAL FACILITIES TAX (IFT) EXEMPTION – FIBERTEC, INC.

The Board reviewed memorandums dated September 5, 2013 from Twp. Mgr. Elsinga and Tracy Miller, Director of Community Development (ATTACHMENT XIII).

Warfield moved to adopt Resolution No. 2013-017 which approves the Application for Industrial Facilities Tax (IFT) Abatement Certificate for Fibertec, Inc.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

PROPOSED TOWNSHIP ORDINANCE NO. 125 – NON-DISCRIMINATION, FIRST CONSIDERATION

The Board reviewed a memorandum dated September 11, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XIV).

Hope moved upon first consideration, to adopt Delhi Township Ordinance No. 125 – Non-Discrimination.

Township Attorney David Revore, gave an overview of proposed Ordinance No. 125

Attorney Revore stated that Section 20-12, Paragraph (a) of the proposed ordinance was revised prior to this evenings meeting. The revised paragraph now reads “For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors, staff and clergy to persons of that denomination or organization”. The words “staff” and “or organization” were added to the last sentence of the paragraph.

Fred Fromans, Pastor, Holt Baptist Church, 2024 Dean Avenue, Holt read a collective statement approved by several clergy members within Delhi Township in opposition of the proposed ordinance.

The following individuals spoke in opposition to the proposed ordinance:

Paul Krepps, 744 N. Eifert Road, Mason

Mark Bowser, 1833 Tupelo Trail, Holt

Stephen Demass, 4330 Keller Road, Holt

Jeff Hall, Community Faith Church, 4801 Willoughby Road, Holt

The following individuals spoke in favor of the proposed ordinance:

Mike Hamilton, 4541 Sycamore Street, Holt

Kara Hope, 1891 Maple Street, Holt

SUBJECT TO APPROVAL

DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013

Kim Berry-Smocoski, 5801 Horstmeyer, Lansing
Elizabeth Bergh, 6100 Bishop Road, Lansing

Supervisor Davis stated that he feels that it is the Boards job, at the local level, to cover people who are being discriminated against that are not covered by the larger units of government. Supervisor Davis further stated that he believes in equal rights for everybody and equal protection under the law.

Trustee Hayhoe stated that he is in favor of this ordinance as he feels it helps people and that was what he was elected to do. Trustee Hayhoe further stated that the only person this ordinance hurts is the person that discriminates.

Trustee Harmon stated that with the revision of Section 20-12, Paragraph (a) that addresses the concerns that were expressed to him from the religious community he is comfortable in voting in favor of this ordinance.

A Roll Call Vote was recorded as follows:

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

Absent: Ketchum

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Davis stated that the Township video project will be completed soon.

Supervisor Davis stated that discussion has begun with various builders regarding Cedar Street revitalization.

TREASURER

Treasurer Sweet stated that his office has collected 96% of the \$8,471,000 2013 Summer Tax roll.

Treasurer Sweet stated that the Treasurer's office has received \$327,718 in State Revenue Sharing for the May/June period, which is an increase from the March/April period of \$15,000.

Treasurer Sweet stated that the Treasurer's office has received \$6,948 in Economic Vitality and Incentive Program funds which remains constant.

TOWNSHIP MANAGER

Twp. Mgr. Elsinga encouraged the Board members to attend the Michigan Townships Association Fall 2013 Regional meetings in October.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON SEPTEMBER 17, 2013**

LIMITED PUBLIC COMMENTS – None

ADJOURNMENT

Meeting adjourned at 8:32 p.m.

Date: _____

Evan Hope, Township Clerk

Date: _____

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

August 20, 2013

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated August 20, 2013 numbered 85208 thru 85280 & ACH 2648 thru 2665. Every invoice has a payment authorizing signature(s).

Dated: August 20, 2013

 Lora Behnke, Accounting Clerk
II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated August 20, 2013 show payments made from the following funds:

General Fund	\$	81,616.66
Fire Fund		15,924.86
Police Fund		2,075.00
Fire Equip. & Apparatus Fund		15,166.11
Water Improvement Fund		83.25
Downtown Development Fund		2,866.81
Sewer Fund		78,324.11
Trust & Agency Fund		3,319.66
Current Tax Fund		1,946.21
Grand Total	\$	<u>201,322.67</u>

Includes the following to be reimbursed from separate bank accounts:

Current Tax Account	\$	1,946.21
Employee Flexible Spending Acct.	\$	514.50
Combined Sewer Savings	\$	416.75

Dated: August 20, 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. (\$13,222.00 Siemens Industry for HVAC Contract-POTW, 2/15/11)

Dated: August 20, 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 September 17, 2013 a motion was made by _____ and passed by ___ yes votes and ___ no votes (_____ absent) that the list of claims dated August 20, 2013, was reviewed, audited and approved

 Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
POST DATES 08/20/2013 - 08/20/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM PLAN	RETIREES HEALTH INSURANCE SEPT	227.22
MERIDIAN TOWNSHIP FIRE	JULY MERIDIAN/DELHI RESPONSES	2,740.41
JONATHAN BRUMGARD	REFUND ADMIN FEE	1.73
HENRY NGUYEN	REFUND FOR EASTSIDE SOCCER	35.00
TACIANA PIERRE	REFUND FOR EASTSIDE SOCCER	140.00
BANK OF AMERICA	LUNCH REIMBURSEMENT/MRPA	105.88
	Total For Dept 000.00	3,250.24
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE CO	TRUSTEES LIFE INSURANCE SEPT	25.50
MICHIGAN MUNICIPAL LEAGUE	10/1/13-9/30/14 MEMBERSHIP DUES	6,270.00
	Total For Dept 101.00 LEGISLATIVE	6,295.50
Dept 171.00 MANAGER		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	2,291.33
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	296.05
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	93.50
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	138.90
BANK OF AMERICA	MPELRA MEMBERSHIPS/THIELEN	50.00
BANK OF AMERICA	LUNCH MEETING/ELSINGA	25.71
BANK OF AMERICA	LUNCH MEETING/ELSINGA	38.69
BANK OF AMERICA	CONFERENCE DINNER/ELSINGA	30.33
BANK OF AMERICA	CONFERENCE LUNCH/ELSINGA	16.78
WENDY L THIELEN	8/8/13 MILEAGE/THIELEN	96.05
BANK OF AMERICA	MPELRA LODGING DEPOSIT/THIELEN	122.00
BANK OF AMERICA	MPELRA REGISTRATION/THIELEN	210.00
BANK OF AMERICA	MLGMA LODGING/ELSINGA	181.56
BANK OF AMERICA	MLGMA REGISTRATION/ELSINGA	139.00
	Total For Dept 171.00 MANAGER	3,729.90
Dept 191.00 ACCOUNTING		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	424.32
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	43.16
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	19.97
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	29.63
	Total For Dept 191.00 ACCOUNTING	517.08
Dept 215.00 CLERK		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	2,715.65
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	258.32
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	64.16
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	95.55
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS JULY	253.54
	Total For Dept 215.00 CLERK	3,387.22

Dept 228.00 INFORMATION TECHNOLOGY		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	1,018.37
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	49.30
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	73.24
BANK OF AMERICA	BLACK INK CARTRIDGE	9.21
BANK OF AMERICA	HP LASERJET 400 COLOR PRINTER	349.99
Total For Dept 228.00 INFORMATION TECHNOLOGY		1,581.00

Dept 253.00 TREASURERS		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	1,272.96
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	215.16
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	42.50
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	63.29
RICOH USA, INC.	3RD QTR COPY MAINTENANCE	216.86
MMTA	MMTA FALL CONFERENCE/TEBEAU	325.00
Total For Dept 253.00 TREASURERS		2,135.77

Dept 257.00 ASSESSING		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	1,272.96
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	349.43
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	69.27
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	102.87
RICOH USA, INC.	3RD QTR COPY MAINTENANCE	216.86
Total For Dept 257.00 ASSESSING		2,011.39

Dept 262.00 ELECTIONS		
MERRITT PRESS, INC.	2,500 ELECTION POSTCARDS	142.70
Total For Dept 262.00 ELECTIONS		142.70

Dept 265.00 BUILDING & GROUNDS		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	570.63
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	74.97
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	16.22
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	24.15
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
ROSE PEST SOLUTIONS	BEE REMOVAL/CSC	85.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / CSC	5,573.40
STATE OF MICHIGAN	ELEVATOR INSPECTION/CSC	180.00
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	897.35
BANK OF AMERICA	CARPET DRYER MOTOR REPAIR/CSC	42.00
ACE HARDWARE	BIPIN LIGHT SOCKET/CSC	1.79
Total For Dept 265.00 BUILDING & GROUNDS		8,440.51

Dept 276.00 CEMETERY		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	528.87
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	69.49
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	15.03
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	22.39
LOWE'S CREDIT SERVICES	CREDIT	(84.51)
RUMSEY & SONS CONSTRUCT	12 CEMETERY FOUNDATIONS	262.75
BARNHART & SON, INC.	10 GRAVE OPENINGS	4,356.71
GRANGER	MONTHLY DUMPSTER SERVICE	65.00
Total For Dept 276.00 CEMETERY		5,235.73

Dept 281.00 STORMWATER		
SBAM PLAN	HEALTH INSURANCE SEPTEMER	556.71
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	73.15
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	15.82
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	23.56
ACE HARDWARE	PLIBOND ADHESVIE	3.49
JO A LATIMORE, PHD	MACRO CLASSROOM AND FIELD TRAIN	470.00
Total For Dept 281.00 STORMWATER		1,142.73

Dept 446.00 INFRASTRUCTURE		
HUBBELL, ROTH & CLARK, INC	RAMS TRAIL PROJECT - ENGINEERING	3,208.50
CONSORT DISPLAY GROUP	KBW-D3 BANNERFLEX III BRACKET 31"	288.00
CONSORT DISPLAY GROUP	H108 5/8" SCREW GEAR BAND - 40"	69.00
CONSORT DISPLAY GROUP	FREIGHT	10.40
Total For Dept 446.00 INFRASTRUCTURE		3,575.90

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	5,261.57
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	607.74
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	136.00
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	203.08
HUBBELL, ROTH & CLARK, INC	TWO MEN & TRUCK ADDITION/PLAN	481.02
ASSOCIATED GOVT SERVICES	AGS PAYROLL 3/16-7/15/2013	5,122.00
SCHAFFER'S INC.	MOWING 2103 JEFFERSON	51.75
SCHAFFER'S INC.	MOWING 4845 WILCOX	51.75
SCHAFFER'S INC.	MOWING 2068 CEDAR	34.50
SCHAFFER'S INC.	MOWING 4711 TOLLAND	43.13
SCHAFFER'S INC.	MOWING 2129 DEAN	43.13
SCHAFFER'S INC.	MOWING 1881 HEATHERTON	69.00
SCHAFFER'S INC.	MOWING 5503 WILLOUGHBY	69.00
SCHAFFER'S INC.	MOWING VACANT LOT HOWELL RD	86.25
SCHAFFER'S INC.	MOWING 3576 HOWELL RD	51.75
STATE OF MICHIGAN	SOIL EROSION & SED. RENEWAL/NOELLE	95.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		12,406.67

Dept 752.00 PARKS ADMINISTRATION		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	848.64
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	86.31
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	45.90
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	68.57
BANK OF AMERICA	2 HEAVY DUTY MOUNTING TAPE	49.98
Total For Dept 752.00 PARKS ADMINISTRATION		1,099.40

Dept 771.00 PARKS		
ACE HARDWARE	2 MARKING PAINT	14.98
ACE HARDWARE	2 SMARKLOCKS	35.98
ACE HARDWARE	V-BELT	7.49
ACE HARDWARE	2 GORILLA TAPE	11.98
GRANGER	MONTHLY DUMPSTER SERVICE	150.00
COUNTY OF INGHAM	JULY PARKS SECURITY	4,349.00
MODEL COVERALL SERVICE	UNIFORM PANTS	61.40
STATE OF MICHIGAN	WATER SAMPLES/VALHALLA	450.00
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	205.48
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	25.71
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	319.42

BOARD OF WATER & LIGHT	WATER 4030 KELLER	250.23
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS #PARK	1,513.72
BOARD OF WATER & LIGHT	WATER 4050 KELLER	134.80
BANK OF AMERICA	PARTS/VALHALLA FOUNTAIN	425.66
LOWE'S CREDIT SERVICES	6 LUMBER	4.70
MENARDS LANSING SOUTH	NAILS	7.40
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	260.00
SAFETY SYSTEMS, INC	DOOR REPAIR/SENIOR CENTER	393.00
SIEMENS INDUSTRY, INC.	REPLACED GAUGE/SENIOR CENTER	472.00
SUPERIOR SAW	PARTS/WHIP	60.72
SUPERIOR SAW	PARTS & LABOR/WHIP	84.54
DEER CREEK SALES, INC	PARTS & LABOR/KUBOTA	396.70
	Total For Dept 771.00 PARKS	<u>9,634.91</u>

Dept 774.00 RECREATION		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	1,018.37
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	22.10
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	32.81
BANK OF AMERICA	BUS DEPOSIT/SENIOR TRIP	100.00
BANK OF AMERICA	BUS DEPOSIT/SENIOR TRIP	100.00
CORNWELL'S DINNER THEATRE	DINNER THEATER/SENIOR TRIP	1,668.00
DEAN TRAILWAYS OF MICHIGAN	BUS TRIP TO CORNWELLS/SENIOR TRIP	547.00
TACIANA PIERRE	REFUND CREDIT CARD FEE	4.13
BANK OF AMERICA	3 MOVIES	931.00
BANK OF AMERICA	POPCORN/SNO CONE SUPPLIES	77.83
	Total For Dept 774.00 RECREATION	<u>4,582.13</u>

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE CO	RETIREES LIFE INSURANCE SEPTEMBER	32.40
SBAM PLAN	RETIREES HEALTH INSURANCE SEPT	4,292.90
MEDICAL MANAGEMENT SYST	JULY AMBULANCE BILLING FEES	3,856.78
MUNICIPAL CONSULTING SERV	SERVICES/RECLASS FOR ACCOUNTING	373.75
BANK OF AMERICA	POSTAGE METER RENTAL 8/16-11/15/13	150.00
BANK OF AMERICA	GIS WEB HOSTING 7/10-8/9/13	1.00
BANK OF AMERICA	WUFOO SUBSCRIPTION 7/26-8/26/13	9.00
BANK OF AMERICA	2 DELHI HISTORY BOOKS & SHIPPING	35.32
AKA SOCIAL MEDIA, LLC	MY CHAMBER APP	1,195.00
CAPITAL AREA UNITED WAY	2013 SUPPORT FOR 2-1-1 SERVICES	2,500.00
JONATHAN BRUMGARD	REFUND ADMIN FEE	1.73
	Total For Dept 850.00 OTHER FUNCTIONS	<u>12,447.88</u>

Total For Fund 101 GENERAL FUND 81,616.66

Fund 206 FIRE FUND		
Dept 000.00		
DELTA DENTAL PLAN OF	COBRA SEPTEMBER	80.89
	Total For Dept 000.00	<u>80.89</u>

Dept 336.00 FIRE DEPARTMENT		
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	9,844.23
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	1,527.18
SBAM PLAN	HEALTH INSURANCE SEPTEMBER	1,272.96
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	235.04

HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	20.83
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	479.73
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	31.24
BANK OF AMERICA	CAMERA BATTERY/ARSON TEAM	14.49
TRI-COUNTY EMERGENCY	(2) PKG TCEMC REFUSAL FORMS	24.00
BANK OF AMERICA	30 T-SHIRTS	265.92
BANK OF AMERICA	SHOES/BALL	84.00
NYE UNIFORM COMPANY	NAME BAR/SCHROEDER	14.50
NYE UNIFORM COMPANY	SERVING SINCE ATTACH & FREIGHT	17.86
NYE UNIFORM COMPANY	UTILITY TROUSER & FREIGHT/JUSTICE	65.72
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	111.46
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	912.58
LIFEGAS LLC	CYLINDER RENTAL	224.30
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	163.46
BIO-CARE, INC.	MASK FIT TESTING/READER	25.00
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	34.39
BANK OF AMERICA	DISHWASHER & CONNECTOR	313.98
ACE HARDWARE	3 GROUND RECEPTACLES/1 BOX COVER	3.06
ACE HARDWARE	1 CONNECTOR	8.99
BANK OF AMERICA	LUNCH/BALL & ROYSTON	28.20
ACE HARDWARE	4 FLUR BULBS	39.96
	Total For Dept 336.00 FIRE DEPARTMENT	15,843.97

Total For Fund 206 FIRE FUND 15,924.86

Fund 207 POLICE FUND

Dept 301.00 POLICE

ROBERT J. ROBINSON, ATTN	MOTOR VEH ORD JULY	2,075.00
	Total For Dept 301.00 POLICE	2,075.00

Total For Fund 207 POLICE FUND 2,075.00

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

FIRST DUE FIRE SUPPLY CO.	8 FF HELMETS	1,000.00
FIRST DUE FIRE SUPPLY CO.	3 HOSES	1,569.00
BANK OF AMERICA	3 PAGER BATTERIES	27.18
COMMUNICATIONS SERVICES	6 SWISSPHONE PAGERS & CHARGERS	2,730.00
BANK OF AMERICA	40 AED BATTERIES & SHIPPING	75.47
BANK OF AMERICA	UPS SHIPPING	17.19
SUPERIOR SAW	2 CANS MOTOR MIX/1 BAR OIL	29.89
BANK OF AMERICA	4 LIGHTS & BRACKETS & SHIPPING	918.55
ACE HARDWARE	HEAT TUBE SHRINK/SPLICE TAP/CONN/	14.27
ACE HARDWARE	CABLE TIE/FUSE HOLDER/#211	12.47
HALT FIRE, INC.	TRANSFER CASE REPAIR/#698	7,421.98
HALT FIRE, INC.	MISC. REPAIR/#698	852.51
LAFONTAINE FORD, INC	CHECK POSSIBLE FUEL LEAK/#009	234.00
BANK OF AMERICA	16 CPR CARDS	60.00
BANK OF AMERICA	2 TEXTBOOKS & FREIGHT	133.81
BANK OF AMERICA	PRIDE & OWNERSHIP BOOK & SHIPPING	44.79
DUSTIN DICKERSON	REIMBURSE MEDIC LICENSE/DICKERSON	25.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	15,166.11

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 15,166.11

Fund 225 WATER IMPROVEMENT FUND

Dept 905.00 DEBT SERVICE

US BANK	PAYING AGENT FEES	83.25
	Total For Dept 905.00 DEBT SERVICE	<u>83.25</u>

Total For Fund 225 WATER IMPROVEMENT FUND 83.25

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 728.00 DDA ADMINISTRATION

BANK OF AMERICA	2014 DESK CALENDAR/HAAS	13.99
FAHEY SCHULTZ BURZYCH	LEGAL FEES JULY	78.00
BANK OF AMERICA	AT&T/LED SIGN 7/16-8/15/13	49.01
	Total For Dept 728.00 DDA ADMINISTRATION	<u>141.00</u>

Dept 729.00 DDA MARKETING & PROMOTION

ACD.NET, INC.	WIFI 8/1-9/1/2013	69.95
	Total For Dept 729.00 DDA MARKETING & PROMOTION	<u>69.95</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

BANK OF AMERICA	FLOWERS/DDA	5.97
PURE GREEN LAWN & TREE	LAWN & TREE FERTILIZATION/DDA	265.00
PURE GREEN LAWN & TREE	LAWN & TREE FERTILIZATION/DDA	45.00
	Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS	<u>315.97</u>

Dept 850.00 OTHER FUNCTIONS

SBAM PLAN	HEALTH INSURANCE SEPTEMBER	556.71
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	73.15
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	15.82
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	23.56
GRANGER	MONTHLY DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	420.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / DDA-ICSD	796.20
BOARD OF WATER & LIGHT	WATER 2004 AURELIUS	84.83
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	103.00
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	21.62
PURE GREEN LAWN & TREE	WEED KILLER APPLICATION	90.00
CONSUMERS ENERGY	LAND LEASE/2150 CEDAR	25.00
	Total For Dept 850.00 OTHER FUNCTIONS	<u>2,339.89</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 2,866.81

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

BANK OF AMERICA	SALES TAX CREDIT	(51.72)
SBAM PLAN	RETIREEES HEALTH INSURANCE SEPT	90.89
	Total For Dept 000.00	<u>39.17</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE CO	RETIREEES LIFE INSURANCE SEPTEMBER	16.20
SBAM PLAN	RETIREEES HEALTH INSURANCE SEPT	2,165.91
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	<u>2,182.11</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM PLAN	HEALTH INSURANCE SEPTEMBER	11,704.78
DELTA DENTAL PLAN OF	DENTAL INSURANCE SEPTEMBER	1,537.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE SEPTEMBER	332.74
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE SEPTEMBER	495.43
BANK OF AMERICA	6 SHIRTS & SHIPPING/DIORKA	201.94
MODEL COVERALL SERVICE	STAFF UNIFORMS	89.90
MODEL COVERALL SERVICE	STAFF UNIFORMS	102.11
MODEL COVERALL SERVICE	STAFF UNIFORMS	102.11
MODEL COVERALL SERVICE	STAFF UNIFORMS	89.90
BANK OF AMERICA	6FT S-VHS CABLE/CAMERA TRUCK	5.27
AIRGAS USA, LLC	CYLINDER RENTAL	133.67
ACE HARDWARE	2 PLASTIC FUNNELS FOR GAS	10.48
BATTERIES PLUS	1 BATTERY PACK	31.49
LOWE'S CREDIT SERVICES	11 PCS METRIC WRENCH SET	37.97
LOWE'S CREDIT SERVICES	11 PCS METRIC SOCKETS ONLY SET	25.62
LOWE'S CREDIT SERVICES	11 PCS METRIC DEEP SOCKET SET	21.82
BANK OF AMERICA	DI WATER/LAB	14.94
ACE HARDWARE	2 LIGHT BULBS	14.98
FISHER SCIENTIFIC	09 853E WHATMAN FILTER PAPER	152.25
FISHER SCIENTIFIC	THERMO COUPLE	85.11
FISHER SCIENTIFIC	FUEL SURCHARGE	20.00
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	180.00
ALEXANDER CHEMICAL CORP	CREDIT	(90.00)
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,560.00
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION	4,271.20
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALS LABORATORY GROUP	QUARTERLY SLUDGE TESTING	315.00
KAR LABORATORIES, INC.	ANALYSIS OF EFFLUENT SAMPLES	225.00
ARGUS-HAZCO	REPLACE LEL SENSOR LABOR	362.50
ARGUS-HAZCO	SHIPPING	12.07
HUBBELL, ROTH & CLARK, INC	PROFESSIONAL SERVICES	1,244.64
UNITED PARCEL SERVICE	SHIPPING CHARGES	91.27
UNITED PARCEL SERVICE	SHIPPING CHARGES	26.23
GRANGER	MONTHLY SCREEN SERVICE	387.50
GRANGER	MONTHLY DUMPSTER SERVICE	260.21
USA MOBILITY WIRELESS, INC.	PAGER SERVICE	55.68
COMCAST	HIGH SPEED INTERNET/MAINTENANCE	124.85
COMCAST	HIGH SPEED INTERNET/POTW	134.85
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	166.09
BOARD OF WATER & LIGHT	WATER 3505 HOLT	76.66
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	72.00
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	134.80
BOARD OF WATER & LIGHT	WATER 4280 DELL	18.49
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	676.23
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	81.36
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	74.09
BANK OF AMERICA	FLAT TIRE REPAIR/SCAG	10.00
BANK OF AMERICA	SALT BLOCKS/SHEEP	26.98
BOBCAT OF LANSING	STARTER & FREIGHT/SCAG #5	225.45
MICHIGAN SUPPLY COMPANY	2 CS. FLOOR CLEANER & DELIVERY CHG	173.03
BANK OF AMERICA	CHAIN & ANCHOR/EIFERT RD LS	45.98
MICHIGAN PIPE & VALVE	2" AIR RELIFE VALVE ARI-D025	2,060.00
MICHIGAN PIPE & VALVE	2" 1/4 TURN VALVE	94.00
MICHIGAN PIPE & VALVE	2" PIPE NIPPLE X 3" LONG	27.50

MICHIGAN PIPE & VALVE	2" CUPPLING	32.00
MICHIGAN PIPE & VALVE	2" PIPE CUPPLING X 6"	58.00
CARQUEST THE PARTS PLACE	24 QTS OIL/L.S.	136.56
CATHEY COMPANY	2 PARKER AIR FILTERS	214.00
CATHEY COMPANY	SHIPPING	10.58
CATHEY COMPANY	HOSE ASSY/ADAPTERS/HOSE ENDS	289.49
CATHEY COMPANY	VALVES/BRASS FITTINGS	146.50
BANK OF AMERICA	6 BULBS/EXIT SIGNS	43.56
BANK OF AMERICA	CONN/BUSHING/100 WING NUTS	24.10
BANK OF AMERICA	TRAILER JACK/BOBCAT TRAILER	29.99
BANK OF AMERICA	STRAINER/QUICK COUP/12 HOSE CLAMP	77.31
BANK OF AMERICA	FITTING/2 PLUGS/3 AIR FILTERS	31.34
BANK OF AMERICA	GENERATOR FLOAT SWITCH	106.49
GRAINGER	2 HVAC RELAYS/RBC BUILDING	11.43
SUPERIOR SAW	(6) 14" CUT OFF WHEELS	95.94
USA BLUE BOOK	(4) 2.5" LF GAUGES	199.80
USA BLUE BOOK	SHIPPING	14.63
J.G.M. VALVE CORPORATION	VAUGHN VERTICAL CONVERSION KIT	1,480.00
J.G.M. VALVE CORPORATION	FREIGHT	248.00
MORBARK, INC.	8 CHIPPER BLADES	507.28
PURE GREEN LAWN & TREE	LAWN & TREE FERTILIZATION/MTC	232.00
MERIDIAN RESTORATION LLC	PATCH SPALLS & INSTALL TAPCON/	4,200.00
MERIDIAN RESTORATION LLC	REPAIR RAILING CAULK/AERATION TANK	6,000.00
OVERHEAD DOOR CO OF LANS	LABOR TO REPAIR PHOTO EYE WIRING	150.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT / DPS-MTC	1,592.40
SIEMENS INDUSTRY, INC.	HVAC CONTRACT - POTW	13,222.00
BANK OF AMERICA	PARTS & LABOR/CHAIN SAW	60.34
M TECH COMPANY	REPAIR CAMERA IRIS	245.00
M TECH COMPANY	REEL COUNTER / CAMERA TRUCK	179.17
M TECH COMPANY	SHIPPING	19.18
FRANKIE D'S AUTO & TRUCK	LOF & ROTATE TIRES/#2	51.00
FRANKIE D'S AUTO & TRUCK	LOF/BULBS/HOSE/CLAMPS/#24	443.00
BANK OF AMERICA	2 TRAILER TIRES/GILL	79.98
BANK OF AMERICA	WOOL PROCESSING DEPOSIT	500.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		69,440.13

Dept 578.01 CAPITAL IMPROVEMENTS		
C2AE	LSD PRJO ENG-SCREEN/FM/LSD	6,245.95
Total For Dept 578.01 CAPITAL IMPROVEMENTS		6,245.95

Dept 588.01 G.O. BOND INDEBTEDNESS		
US BANK	PAYING AGENT FEES	416.75
Total For Dept 588.01 G.O. BOND INDEBTEDNESS		416.75

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 78,324.11

Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
AFLAC	WITH DEDUCT-AFLAC DISABILITY	660.64
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	WITH DEDUCT-AFLAC ACCIDENT	528.96
AFLAC	WITH DEDUCT-AFLAC SICKNESS	344.12
AFLAC	WITH DEDUCT-AFLAC CANCER	507.72

WENDY L THIELEN	AFLAC_URM (FSA)	514.50
JONATHAN BRUMGARD	JULY/12 BOR PRE REFUND	346.34
GREATER LANSING MONUMENT	COLUMBARIUM LETTERING B-2/C-2	160.00
AUSTIN J. CLINGER	REFUND CASH BOND-TRANSIENT LIC	250.00
	Total For Dept 000.00	<u>3,319.66</u>

Total For Fund 701 TRUST & AGENCY FUND	<u><u>3,319.66</u></u>
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Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

B & K PROPERTY MANAGEMENT	REFUNDS DUE TAXPAYERS	943.73
LSI TITLE AGENCY	REFUNDS DUE TAXPAYERS	59.39
MICHIGAN STATE UNIVERSITY	REFUNDS DUE TAXPAYERS	943.09
	Total For Dept 000.00	<u>1,946.21</u>

Total For Fund 703 CURRENT TAX ACCOUNT	<u><u>1,946.21</u></u>
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Total For All Funds:	<u><u>201,322.67</u></u>
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ACCOUNTS PAYABLE APPROVAL

September 3, 2013

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated September 3, 2013 numbered 85281 thru 85390 & ACH 2666 thru 2684. Every invoice has a payment authorizing signature(s).

Dated: September 3, 2013

 Lora Behnke, Accounting Clerk
II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated September 3, 2013 show payments made from the following funds:

General Fund	\$	53,340.07
Fire Fund		5,863.19
Police Fund		194,831.75
Fire Equip. & Apparatus Fund		6,474.70
Downtown Development Fund		20,424.69
Sewer Fund		101,433.26
Local Site Remediation Fund		1,291.96
Trust & Agency Fund		2,212.50
Current Tax Fund		53,615.80
Grand Total	\$	<u>439,487.92</u>

Includes the following to be reimbursed from separate bank accounts:

Current Tax Account	\$	53,615.80
Farmer's Market Account	\$	2,197.00

Dated: September 3, 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. (\$46,571.70 Barnhart & Son, Inc., For Emergency Repair Eifert Road FM Replacement & Investigation **approval by consent**)

Dated: September 3, 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 September 17, 2013 a motion was made by _____ and passed by ___yes votes and ___no votes (___absent) that the list of claims dated September 3, 2013, was reviewed, audited and approved

 Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
POST DATES 08/21/2013 - 09/03/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
ANDERSON INSTALLATION	REFUND PB 13-211	25.00
LEON & MARY HERRIMAN	REFUND TRIP TO CORNWELLS DINNER T	100.00
	Total For Dept 000.00	125.00
Dept 171.00 MANAGER		
HARVARD BUSINESS REVIEW	12 ISSUES/ELSINGA	89.00
VERIZON WIRELESS	CELLULAR AUGUST	49.61
WENDY L THIELEN	8/15-18/2013 MILEAGE/THIELEN	211.84
	Total For Dept 171.00 MANAGER	350.45
Dept 215.00 CLERK		
VERIZON WIRELESS	CELLULAR AUGUST	49.61
	Total For Dept 215.00 CLERK	49.61
Dept 228.00 INFORMATION TECHNOLOGY		
DELHI CHARTER TOWNSHIP-I.T.	64 BIT VIDEO CARD/BUTCHER	42.98
DELHI CHARTER TOWNSHIP-I.T.	TONER SET (4) FOR HP 400/FINCH	107.00
DELHI CHARTER TOWNSHIP-I.T.	CREDIT	(2.32)
DELHI CHARTER TOWNSHIP-I.T.	2 DELL HARD DRIVES	74.09
DELHI CHARTER TOWNSHIP-I.T.	BATTERY BACKUP UPS	54.99
DELHI CHARTER TOWNSHIP-I.T.	SHIPPING	9.83
DELHI CHARTER TOWNSHIP-I.T.	INK CARTRIDGES FOR HP 8600	97.94
AD-INK & TONER SUPPLY	INK FOR LARNER & SWEET	56.98
AD-INK & TONER SUPPLY	HP LASERJET TONER/E. TOBIAS	69.99
APPLICATION SPECIALIST KOMP	SEPTEMBER ANTI SPAM & VIRUS	270.00
VERIZON WIRELESS	CELLULAR AUGUST	49.61
DELHI CHARTER TOWNSHIP-I.T.	DELL 17" MONITORS/BALL & BUTCHER	99.00
MICROTECH SERVICES, INC.	SYMANTEC BACKUP EXEC AGENT	637.40
MICROTECH SERVICES, INC.	SYMANTEC BACKUP EXEC UPGRADE	471.74
APPLICATION SPECIALIST KOMP	SUPPPORT ON EMAIL TRANSFER	228.00
MICAMP TREASURER	2013 MEMBERSHIP/ALBERT	50.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	2,317.23
Dept 253.00 TREASURERS		
BRINK'S INCORPORATED	BRINKS SERVICES/AUGUST	614.04
	Total For Dept 253.00 TREASURERS	614.04
Dept 257.00 ASSESSING		
THRUN LAW FIRM, P.C.	LEGAL FEES AUGUST	5,118.50
MICHIGAN ASSESSORS ASSN	MMA MEMBERSHIP/MUNSON	12.50
ROBERT G. WATTS	ONLINE SUBSCRIPTION/REALTYRATES	198.00
VERTALKA & VERTALKA, INC.	APPRAISAL - 4216 LEGACY PARKWAY	7,500.00
	Total For Dept 257.00 ASSESSING	12,829.00

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	90.69
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/CSC	975.00
VERIZON WIRELESS	CELLULAR AUGUST	12.54
TDS METROCOM	LOCAL SERVICE AUGUST	1,052.04
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	437.50
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	7,085.60
CONSUMERS ENERGY	GAS-2074 AURELIUS	93.38
	Total For Dept 265.00 BUILDING & GROUNDS	9,746.75

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE CEMETERY	84.06
ACE HARDWARE	4 COMET CLEANSER	5.96
VERIZON WIRELESS	CELLULAR AUGUST	12.54
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	32.00
	Total For Dept 276.00 CEMETERY	134.56

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE STORMWATER	88.48
	Total For Dept 281.00 STORMWATER	88.48

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 8/1-9/1/2013	6,855.92
CONSORT DISPLAY GROUP	SET UP CHARGE 60" BANNER	130.00
CONSORT DISPLAY GROUP	30"X 60" BANNER-SUNBRELA	423.00
CONSORT DISPLAY GROUP	BANNERFLEX III BRACKET 31"	576.00
CONSORT DISPLAY GROUP	H108 5/8" SCREW GEAR BAND - 40"	138.00
CONSORT DISPLAY GROUP	FREIGHT	23.90
	Total For Dept 446.00 INFRASTRUCTURE	8,146.82

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DBI BUSINESS INTERIORS	DATE STAMPER	33.67
INTERNATIONAL CODE COUNCIL	INTERNATIONAL FUEL CODE BOOKS	171.00
INTERNATIONAL CODE COUNCIL	SHIPPING	20.00
INTERNATIONAL CODE COUNCIL	MICHIGAN MECHANICAL CODE BOOKS	213.00
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOP	129.41
THRUN LAW FIRM, P.C.	LEGAL FEES AUGUST	660.70
VERIZON WIRELESS	CELLULAR AUGUST	292.60
VERIZON WIRELESS	CELLULAR AUGUST	5.13
TDS METROCOM	LOCAL SERVICE AUGUST	55.82
SCHAFFER'S INC.	MOWING 6295 TIMBERLAND	60.38
SCHAFFER'S INC.	TREE LIMB REMOVAL 1948 ADELPHA	43.13
SCHAFFER'S INC.	WEED WHIPPED 4410 WILLOUGHBY	25.88
SCHAFFER'S INC.	MOWING 4579 GROVE	51.75
SCHAFFER'S INC.	MOWING 1885 ADELPHA	34.50
SCHAFFER'S INC.	MOWING VACANT LOT E. JOLLY RD	43.13
SHROYERS AUTO PARTS	TRUCK REMOVAL 5503 WILLOUGHBY	150.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	1,990.10

Dept 752.00 PARKS ADMINISTRATION		
AD-INK & TONER SUPPLY	HP BLACK INK	16.99
VERIZON WIRELESS	CELLULAR AUGUST	80.95
VERIZON WIRELESS	CELLULAR AUGUST	4.88
TDS METROCOM	TELEPHONES/SENIOR CENTER	284.25
TDS METROCOM	LOCAL SERVICE AUGUST	97.99
SPARROW OCCUPATIONAL HEALTH	PHYSICALS	84.00
	Total For Dept 752.00 PARKS ADMINISTRATION	569.06

Dept 771.00 PARKS		
D & M SILKSCREENING	3 SWEATSHIRTS	75.00
LANSING ICE & FUEL CO	GASOLINE PARKS	953.88
ACE HARDWARE	3 WASP FOAM	8.97
ACE HARDWARE	1 GORILLA TAPE/3 ELECTRICAL TAPE	12.36
ACE HARDWARE	2 WHITE STRIPING PAINT	16.98
ACE HARDWARE	2 WHITE STRIPING PAINT	16.98
AMERICAN RENTAL	PORTABLE TOILETS	140.00
MODEL COVERALL SERVICE	UNIFORM PANTS	61.40
MODEL COVERALL SERVICE	UNIFORM PANTS	61.40
MODEL COVERALL SERVICE	UNIFORM PANTS	61.40
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	30.00
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	257.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	45.25
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	325.75
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	1,613.20
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	948.49
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	32.68
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	22.39
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	85.25
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	153.61
CONSUMERS ENERGY	ELECTRIC 4080 KELLER	1,527.43
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	16.93
CONSUMERS ENERGY	GAS 2108 CEDAR	22.18
JOHN DEERE LANDSCAPES, INC	(6) 12" POP-UP SPRAY BODY	52.34
MENARDS LANSING SOUTH	BUSHING/ELBOW/ADAPTER/PVC PIPE	8.41
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/SENIOR CENTER	260.00
SIEMENS INDUSTRY, INC.	RESET COMPUTER/SENIOR CENTER	472.00
WESCO DISTRIBUTION, INC	20 LIGHTS/VET. MEMORIAL GARDENS	120.18
GEE FARMS NURSERY	SERVICE BERRY TREES	170.00
GEE FARMS NURSERY	PLANTING FEE	60.00
GEE FARMS NURSERY	DELIVERY FEE	95.00
LOWE'S CREDIT SERVICES	FERTILIZER/SOIL TEST KIT/FLOWER	75.48
MENARDS LANSING SOUTH	8" BLACK TIES	19.97
BRADY LAWN EQUIPMENT	4 OIL FILTERS	82.54
SUPERIOR SAW	SPOOL	32.95
FRANKIE D'S AUTO & TRUCK	WHEEL BEARING/BRAKES/ROTORS	887.00
HENDERSON GLASS INC.	BACK WINDOW & LABOR/#44	171.71
	Total For Dept 771.00 PARKS	8,996.11
Dept 774.00 RECREATION		
D & M SILKSCREENING	9 SHIRTS	59.00
JOHNNY MAC'S	NUMBER STENCILS	715.95
MARK'S LOCK SHOP, INC	6 KEYS	21.00
DENNIS BRAVENDER	GIRLS SOFTBALL OFFICIAL	320.00
ROBERT G. CLONE	GIRLS SOFTBALL OFFICIAL	160.00
DANIEL D. DAVID	GIRLS SOFTBALL OFFICIAL	160.00
CRAIG DON PRANGE	ADULT SOFTBALL OFFICIAL	100.00
ROBERT SCHAFFER	GIRLS SOFTBALL OFFICIAL	160.00
PAUL T. WILLS	GIRLS SOFTBALL OFFICIAL	160.00
FOR A SONG & DANCE	SCREEN SOUND & PROJECTOR 8/2/13	500.00
FOR A SONG & DANCE	SCREEN SOUND & PROJECTOR 8/9/13	500.00
FOR A SONG & DANCE	SCREEN SOUND & PROJECTOR 8/16/13	500.00
	Total For Dept 774.00 RECREATION	3,355.95
Dept 850.00 OTHER FUNCTIONS		
DBI BUSINESS INTERIORS	OFFICE SUPPLIES & 2014 CALENDARS	918.41
THRUN LAW FIRM, P.C.	LEGAL FEES AUGUST	2,919.50
PITNEY BOWES GLOBAL FINANCIAL	FOLDING MACHINE LEASE	189.00
	Total For Dept 850.00 OTHER FUNCTIONS	4,026.91
	Total For Fund 101 GENERAL FUND	53,340.07

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
BARYAMES CLEANERS	UNIFORM CLEANING	136.00
LANSING ICE & FUEL CO	GASOLINE FIRE	1,269.79
NYE UNIFORM COMPANY	2 TROUSERS & FREIGHT/JUSTICE	123.22
ACTIVE 911, INC.	1 YR SUB/EMERGENCY RESPONSE	682.50
NATIONAL FIRE PROTECTION	2014 NFPA MEMBERSHIP	165.00
STATE OF MICHIGAN	LIFE SUPPORT LICENSE APPS	175.00
SPARROW OCCUPATIONAL HEALTH	PHYSICALS	1,332.48
VERIZON WIRELESS	CELLULAR AUGUST	240.13
VERIZON WIRELESS	CELLULAR AUGUST	170.33
TDS METROCOM	LOCAL SERVICE AUGUST	37.49
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	32.50
B & D ELECTRIC, INC.	T&M TO INSTALL TRANSFER SWITCH	1,212.00
DELHI CHARTER TOWNSHIP-I.T.	UPS BACKUP/FIRE	182.99
ACE HARDWARE	HEX KEY SET/WIRE BRUSH/MISC.	58.78
ACE HARDWARE	3 SPRAY BOTTLES	6.87
CARQUEST THE PARTS PLACE	4 OIL DRY/OIL	38.11
	Total For Dept 336.00 FIRE DEPARTMENT	5,863.19
	Total For Fund 206 FIRE FUND	5,863.19

Fund 207 POLICE FUND		
Dept 301.00 POLICE		
INGHAM COUNTY TREASURER	POLICE CONTRACT AUGUST	194,831.75
	Total For Dept 301.00 POLICE	194,831.75
	Total For Fund 207 POLICE FUND	194,831.75

Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
FIRE SERVICE MANAGEMENT LLC	TURNOUT GEAR CLEANING	1,218.50
FIRST DUE FIRE SUPPLY CO.	HELMET SHIELD	327.00
ACE HARDWARE	PROPANE	17.99
RESCUE RESOURCES LLC	COMBI 16C MOUNTING BRACKET	235.00
RESCUE RESOURCES LLC	40XL SPREADER MOUNTING BRACKET	235.00
RESCUE RESOURCES LLC	C236 CUTTER MOUNTING BRACKET	235.00
RESCUE RESOURCES LLC	SHIPPING APPROXIMATELY	27.00
ACE HARDWARE	9V BATTERY	7.99
STRYKER SALES CORPORATION	COT REPAIR	143.92
STRYKER SALES CORPORATION	COT REPAIR	493.60
APPARATUS CENTRAL REPAIR	PUMP TEST/#491	150.00
APPARATUS CENTRAL REPAIR	PUMP TEST/#698	325.00
APPARATUS CENTRAL REPAIR	PUMP TEST/#999	150.00
APPARATUS CENTRAL REPAIR	PUMP TEST/#037	150.00
CARQUEST THE PARTS PLACE	BACKUP ALARM/OIL/TOGGLE SEALS	49.66
ROGER'S CLINE TIRE	4 TIRES/#656	721.80
ROGER'S CLINE TIRE	4 TIRES/#211	887.24
ACROSS THE STREET PRODUCTION	2013 HAZARD ZONE CONFERENCE	400.00
DELTA TOWNSHIP FIRE DEPART	FIRE INSPECTOR 1 CLASS/BUTCHER	700.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	6,474.70
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	6,474.70

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 000.00		
WILBUR M. HOCHSTETLER	VENDOR PAYMENT AUGUST	176.00
WILLOW BLOSSOM FARMS, LLC	VENDOR PAYMENT AUGUST	28.00
DENISE A. BRZOZOWSKI	VENDOR PAYMENT AUGUST	115.00
KEVIN E. COSGROVE	VENDOR PAYMENT AUGUST	127.00
ANNIKA DALTON	VENDOR PAYMENT AUGUST	22.00
PAULA L. DEJONGH	VENDOR PAYMENT AUGUST	13.00
SARAH DERSHEM	VENDOR PAYMENT AUGUST	10.00
ELAINE J. ERNST	VENDOR PAYMENT AUGUST	5.00
TAMARA FORD	VENDOR PAYMENT AUGUST	113.00
GREATER LANSING FOOD BANK	VENDOR PAYMENT AUGUST	71.00
DENNIS C. GREENMAN	VENDOR PAYMENT AUGUST	277.00

INCU-BAKE LLC	VENDOR PAYMENT AUGUST	83.00
GWENDOLYN V. KATO	VENDOR PAYMENT AUGUST	26.00
FRED LONG	VENDOR PAYMENT AUGUST	78.00
CAROLYN K. NEVINS	VENDOR PAYMENT AUGUST	2.00
TRAVIS NIGHTENGALE	VENDOR PAYMENT AUGUST	110.00
KAREN OLMSTED	VENDOR PAYMENT AUGUST	102.00
CARRIE PEARSON	VENDOR PAYMENT AUGUST	2.00
RUSSELL ROWE	VENDOR PAYMENT AUGUST	215.00
MICHAEL SCHENK	VENDOR PAYMENT AUGUST	18.00
SHELLEY SLEE	VENDOR PAYMENT AUGUST	27.00
LISA STUECHER	VENDOR PAYMENT AUGUST	123.00
MAI KOU VANG	VENDOR PAYMENT AUGUST	40.00
	Total For Dept 000.00	<u>1,783.00</u>

Dept 728.00 DDA ADMINISTRATION		
DBI BUSINESS INTERIORS	CREDIT	(94.49)
C. HOWARD HAAS	JULY CELL PHONE REIMBURSE/HAAS	75.00
C. HOWARD HAAS	AUG CELL PHONE REIMBURSE/HAAS	75.00
TDS METROCOM	LOCAL SERVICE AUGUST	121.84
	Total For Dept 728.00 DDA ADMINISTRATION	<u>177.35</u>

Dept 729.00 DDA MARKETING & PROMOTION		
MIDWEST POWER EQUIPMENT	HONDA EU2000 GENERATOR/PARKS	816.00
SOUND EFX PRODUCTION SERVICE	2013 MIG CONCERT AUDIO	3,000.00
BLOHM CREATIVE PARTNERS	JUNE/JULY BILLBOARD MEDIA BUY	856.00
WILBUR M. HOCHSTETLER	DOUBLE UP BUCKS AUGUST	42.00
GREATER LANSING FOOD BANK	DOUBLE UP BUCKS AUGUST	4.00
DENNIS C. GREENMAN	DOUBLE UP BUCKS AUGUST	174.00
GWENDOLYN V. KATO	DOUBLE UP BUCKS AUGUST	2.00
TRAVIS NIGHTENGALE	DOUBLE UP BUCKS AUGUST	66.00
RUSSELL ROWE	DOUBLE UP BUCKS AUGUST	114.00
LISA STUECHER	DOUBLE UP BUCKS AUGUST	12.00
	Total For Dept 729.00 DDA MARKETING & PROMOTION	<u>5,086.00</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
C2AE	I-96 & N CONNECTOR TRAIL BIDDING	2,550.00
HIGHLAND PRODUCTS GROUP, LLC	434-3016 EVEREST SERIES 11 BIKE	1,024.20
HIGHLAND PRODUCTS GROUP, LLC	329-1011 INFINITY 55 GALLON WASTE	1,194.66
HIGHLAND PRODUCTS GROUP, LLC	8 FT RECTANGULAR EXPANDED	1,498.41
HIGHLAND PRODUCTS GROUP, LLC	IN GROUND MOUNT	72.00
HIGHLAND PRODUCTS GROUP, LLC	8 FT ADA RECTANGULAR EXPAND	1,474.23
HIGHLAND PRODUCTS GROUP, LLC	IN GROUND MOUNT	72.00
HIGHLAND PRODUCTS GROUP, LLC	166-1300 OUTDOOR CHARCOAL GRILL	597.00
HIGHLAND PRODUCTS GROUP, LLC	FOREST GREEN POLY PLASTIC	72.90
HIGHLAND PRODUCTS GROUP, LLC	SHIPPING	897.38
POLLY PRODUCTS	MEDIUM MESSAGE	748.00
	Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS	<u>10,200.78</u>

Dept 850.00 OTHER FUNCTIONS		
LANSING ICE & FUEL CO	GASOLINE DDA	88.48
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/SHERIFF & DDA	420.00
VERIZON WIRELESS	CELLULAR AUGUST	12.54
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	30.00
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	24.13
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	13.00
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	312.95
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	307.33
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	144.13
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,290.93
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	96.92
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS	70.84
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	124.93
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	193.67
CONSUMERS ENERGY	GAS-2045 CEDAR	19.21
CONSUMERS ENERGY	GAS-2150 CEDAR	28.50
	Total For Dept 850.00 OTHER FUNCTIONS	<u>3,177.56</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	<u><u>20,424.69</u></u>
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Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

BURGESS, NEAL R	Sewer Usage	51.25
BUSH, LUCAS	Basic Service Charge	14.30
DEL CASTILLO, MONICA	Basic Service Charge	5.92
FELLOWS, RICHARD	Basic Service Charge	25.50
GATEWAY TO HOMES	Basic Service Charge	13.00
GATEWAY TO HOMES	Sewer Usage	8.75
HORN, JASON	Basic Service Charge	13.00
KRUEGER, TRACY	Basic Service Charge	10.60
LISK, CAROLINE	Basic Service Charge	51.25
PETERSON, RICHARD	Basic Service Charge	42.32
SHERMAN, CORRINE	Basic Service Charge	17.25
Total For Dept 000.00		253.14

Dept 548.00 ADMINISTRATION & OVERHEAD

THRUN LAW FIRM, P.C.	LEGAL FEES AUGUST	1,058.40
ICS MARKETING SERVICES	JULY SEWER BILLS	544.75
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		1,603.15

Dept 558.00 DEPT OF PUBLIC SERVICE

SAM'S CLUB DIRECT	1/2" BINDERS	10.48
LANSING ICE & FUEL CO	GASOLINE DPS	1,860.33
BARYAMES CLEANERS	UNIFORM DRYCLEANING	55.80
MODEL COVERALL SERVICE	STAFF UNIFORMS	83.82
MODEL COVERALL SERVICE	STAFF UNIFORMS	84.87
HASSELBRING-CLARK	RIGHT PRINT HEAD	640.00
HASSELBRING-CLARK	FREIGHT	5.00
HASSELBRING-CLARK	COPIES/MAINTENANCE EXCESS RATE	95.94
FISHER SCIENTIFIC	TUBING/SAMPLING SUPPLIES/DPS	1,162.08
BRENT A. WILLIAMS	PREP & FILE FCC DOCUMENTS	540.00
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	437.16
FISHER SCIENTIFIC	LABORATORY SUPPLIES/DPS	143.98
KEMIRA WATER SOLUTIONS, INC	FERRIC CHLORIDE	4,773.65
ALS LABORATORY GROUP	LAGOON 1 ANALYSIS	640.00
ALS LABORATORY GROUP	INFLUENT SCAN	466.00
ALS LABORATORY GROUP	EFFLUENT SCAN	466.00
ALS LABORATORY GROUP	SLUDGE ANALYSES	1,660.00
FISHER SCIENTIFIC	LABORATORY GLOVES/DPS	767.97
UNITED PARCEL SERVICE	SHIPPING CHARGES	232.67
UNITED PARCEL SERVICE	SHIPPING CHARGES	107.33
VERIZON WIRELESS	CELLULAR AUGUST	464.10
VERIZON WIRELESS	CELLULAR AUGUST	19.68
TDS METROCOM	LOCAL SERVICE AUGUST	368.26
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	146.50
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	55.46
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	19,711.55
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	456.34
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	98.49
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	467.33
CONSUMERS ENERGY	ELECTRIC-4280 DELL	547.34
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	88.29
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	54.42

CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	434.38
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	115.97
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	2,410.04
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	104.75
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	431.64
CONSUMERS ENERGY	GAS-1490 AURELIUS	11.65
CONSUMERS ENERGY	GAS-1492 AURELIUS	41.13
CONSUMERS ENERGY	GAS 5961 MC CUE #4	450.14
CONSUMERS ENERGY	GAS 1494 AURELIUS	11.65
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	59.07
CONSUMERS ENERGY	GAS-4280 DELL	17.44
CONSUMERS ENERGY	GAS-2481 DELHI COMM	14.29
CONSUMERS ENERGY	GAS-3505 HOLT	12.18
CONSUMERS ENERGY	GAS-5961 MC CUE #2	19.03
CONSUMERS ENERGY	GAS-5961 MC CUE #3	8.13
CONSUMERS ENERGY	GAS-1988 WAVERLY	21.74
MICHIGAN COMPANY	2 CS FLOOR CLEANER & DELIVERY	173.03
ACE HARDWARE	3 SILICON CAULK	17.97
BARNHART & SON, INC.	4223 BOND STREET WYE REPLACE	3,376.12
BARNHART & SON, INC.	EIFERT FM REPLACE & INVESTIGATION	46,571.70
ACE HARDWARE	PVC PIPE/ELBOW	20.98
ACE HARDWARE	BALL VALVE/ADAPTER/ELBOWS/	42.62
M TECH COMPANY	REPAIR LAUNCH CAMERA	901.65
WINGFOOT COMMERCIAL TIRE	8 TIRES	1,800.00
WINGFOOT COMMERCIAL TIRE	MOUNTING	287.76
WINGFOOT COMMERCIAL TIRE	VALVE STEM	40.00
WINGFOOT COMMERCIAL TIRE	OLD TIRE DISPOSAL	80.00
WINGFOOT COMMERCIAL TIRE	SHOP FEES	23.00
BOYNTON FIRE SAFETY SERVICE	BACKFLOW PREVENTIVE LABOR	588.98
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE, LLC	CLEANING SERVICES/MAINTENANCE	260.00
FLIER'S QUALITY WATER SYSTEMS	MISC. PARTS FOR DI SYSTEM	2,163.43
YORK ELECTRIC MOTORS INC	MOTOR REPAIR/ AERATOR	1,167.00
YORK ELECTRIC MOTORS INC	ESTIMATED FREIGHT	125.00
FRANKIE D'S AUTO & TRUCK	REPLACE PURGE VALVE SOLENOID	80.00
WINGFOOT COMMERCIAL TIRE	4 GOOD YEAR TIRES INSTALLED/#24	723.66
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	99,576.97
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	101,433.26
Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND		
Dept 735.00 LOCAL SITE REMEDIATION		
FOSTER, SWIFT, COLLINS	JULY LEGAL FEES/2040 CEDAR	1,291.96
	Total For Dept 735.00 LOCAL SITE REMEDIATION	1,291.96
	Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	1,291.96
Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
INGHAM COUNTY TREASURER	TRAILER PARK FEES JULY	2,132.50
GREATER LANSING MONUMENT CO	NICHE COVER/MONTAGUE	80.00
	Total For Dept 000.00	2,212.50
	Total For Fund 701 TRUST & AGENCY FUND	2,212.50
Fund 703 CURRENT TAX ACCOUNT		
Dept 000.00		
STATE OF MICHIGAN	DELHI TWP 2012 PILOT DISTRIBUTION	53,607.07
DELHI MANOR MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	3.74
DELHI MANOR MOBILE HOME PARK	REFUNDS DUE TAXPAYERS	4.99
	Total For Dept 000.00	53,615.80
	Total For Fund 703 CURRENT TAX ACCOUNT	53,615.80
	Total For All Funds:	439,487.92

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated August 29, 2013**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106082 through 106125 & direct deposits numbers: DD16348 through DD16446. 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: August 29, 2013

Director of Accounting

II. Payroll Report

The August 29, 2013 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$77,643.17	\$21,318.39	\$56,324.78
Fire Dept. Fund	45,845.50	13,227.54	\$32,617.96
DDA	6,570.27	1,773.84	\$4,796.43
Sewer Fund/Receiving	37,084.76	10,494.24	\$26,590.52
Total Payroll	\$167,143.70	\$46,814.01	\$120,329.69
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,619.01	\$5,515.93	\$32,453.33
Fire Dept. Fund	3,426.26	3,273.15	19,926.95
DDA	265.67	263.79	2,303.30
Sewer Fund/Receiving	2,660.66	3,117.26	16,272.16
Total Payroll	\$11,971.60	\$12,170.13	\$70,955.74

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on August 29, 2013 and identified as follows:

08/29 Net Pay Disbursement in Common Savings (\$120,329.69)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on September 3, 2013, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated August 29, 2013 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)\Vander Ploeg(1)

Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated September 12, 2013**

ATTACHMENT IV

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106129 through 106163 & direct deposits numbers: DD16447 through DD16541. 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: September 12, 2013

Director of Accounting

II. Payroll Report

The September 12, 2013 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$73,604.73	\$20,713.58	\$52,891.15
Fire Dept. Fund	46,852.25	14,303.53	\$32,548.72
DDA	6,199.42	1,676.50	\$4,522.92
Sewer Fund/Receiving	39,478.48	11,435.08	\$28,043.40
Total Payroll	\$166,134.88	\$48,128.69	\$118,006.19
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,293.12	\$5,534.47	\$31,541.17
Fire Dept. Fund	3,512.07	3,342.92	21,158.52
DDA	259.20	250.38	2,186.08
Sewer Fund/Receiving	2,836.55	3,150.14	17,421.77
Total Payroll	\$11,900.94	\$12,277.91	\$72,307.54

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on September 12, 2013 and identified as follows:

09/12 Net Pay Disbursement in Common Savings (\$118,006.19)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on September 17, 2013, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated September 12, 2013 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)\Vander Ploeg(1)

Evan Hope, Clerk

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 10, 2013

RE: Inter-Agency Agreement for Trail Enhancements between Delhi Township and the County of Ingham

Enclosed for your review and approval is an Inter-Agency Agreement for Trail Enhancements between Delhi Township and the County of Ingham for the North Trail Connector Project.

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

The estimated cost of the project is \$3,000,000 of which the Township received a Michigan Department of Natural Resources Trust Fund Grant for \$300,000 and a Michigan Department of Transportation Grant for over \$2,352,900. The remaining costs of the project will be funded by the DDA bond approved a few months ago which will satisfy the local match required by the MDNR grant.

To that end, in order to receive the MDOT Grant the project must go through the local Act 51 Agency which in this case is the Ingham County Department of Roads. Therefore, an inter-agency agreement has been drafted stipulating the specifics of funding as well as construction details enabling both entities to jointly complete this project for the enhancement of the trail system and the betterment of quality of life for our residents.

Recommended Motion:

To approve the Inter-Agency Agreement for Trail Enhancements between Delhi Charter Township and the County of Ingham for the North Trail Connector Project and authorize the Township Clerk and Manager to execute said Agreement.



MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: Thursday, September 12, 2013

RE: Ingham County Road Department Inter-Agency Agreement for Trail Enhancements

Attached please find the Inter-Agency Agreement for Trail Enhancements for the North Trail Connector project (Sycamore Trail). As we have previously discussed on several occasions, the MDOT grant funding for this project must go through the local Act 51 Agency. The Ingham County Road Department is our Act 51 agency and, as such, they have agreed to facilitate this funding on our behalf. The Agreement discusses the project, the anticipated costs, the amount of grant funding and the Township's share. The execution of the Agreement is required prior to the award of the construction contract.

The bids have been received by MDOT for our project. I'm happy to report that the bid prices came in 10%+ under the engineer's cost estimates. This is a huge bonus for our project! We expect that MDOT will award the contract in October and that construction can begin thereafter. The entire project is projected to be completed, including final restoration work, by no later than September 1, 2014.

With this information in mind, please forward the attached to the Township Board for their consideration and action at the upcoming September 17th meeting. The Board should specifically authorize you and Clerk Hope to sign the Agreement on the Township's behalf. As always, if you have any questions, please do not hesitate to ask. Thank you.

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

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

August 26, 2013

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

Sent via Email

Robert Peterson, PE, Director of Engineering
Ingham County Road Department
301 Bush St.
P.O. Box 38
Mason, MI 48854

Re: Inter-Agency Agreement for Trail Enhancements with Delhi Charter Township

Dear Mr. Peterson:

Attached is an Inter-Agency Agreement to be entered into between the County on behalf of the Road Department and Delhi Charter Township. This Agreement provides for non-motorized pathway work beginning at Willoughby Road approximately 0.01 east of Hummingbird Lane, continuing westerly and northerly 3.4 miles to the intersection of Jolly and Aurelius Roads. The estimated project costs total \$2,939,200.00 of which the Michigan Department of Transportation (MDOT) will pay up to but not to exceed \$2,352,938.00 in Federal funds with the remaining balance of \$586,262.00 to be paid by the Township.

Also attached is an Attachment A which contains the Project Application and Attachment B which contains the MDOT Contract providing the funding for the attached Inter-Agency Agreement. Copies of both Attachments will need to be attached to each copy of the Agreement that is prepared for execution.

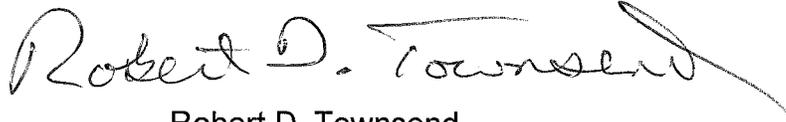
The County Board of Commissioners authorized the attached Agreement in **Resolution No. 13-181**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof and attaching copies of Attachments A and B to each Agreement copy, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided therefore on the signature pages. It should be noted that the attached Agreements commence on the date in which they are fully signed by representatives of both parties, it is therefore imperative that the correct dates be inserted into the spaces provided therefore.

If you have any questions with regards to the attached Agreement, or if any revisions need to be made thereto, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a long, sweeping underline.

Robert D. Townsend

RDT/hsk

Enclosures

cc: William Conklin, Managing Director, Ingham Road Department

Becky Bennett, Board Coordinator

N:\Client\Ingham\Roads\Correspondence\Peterson\Ltr re Agr w Delhi Twp re Trail Enhancements.doc

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT BETWEEN MDOT AND THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS AND A THIRD PARTY AGREEMENT BETWEEN DELHI TOWNSHIP AND THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS IN RELATION TO A FEDERALLY FUNDED ENHANCEMENT PROJECT FROM WILLOUGHBY ROAD TO THE JOLLY & AURELIUS ROAD INTERSECTION

RESOLUTION # 13 - 181

WHEREAS, the former Road Commission, now Ingham County Department of Transportation and Roads (ROAD DEPARTMENT), on behalf of Delhi Charter Township (TOWNSHIP), had applied for and obtained Transportation Enhancement funding through the Federal Surface Transportation Program for trailway enhancements from Willoughby Road, northerly to the intersection of Jolly Road and Aurelius Road (PROJECT) prior to becoming the ROAD DEPARTMENT; and

WHEREAS, the TOWNSHIP desires to design, construct, and maintain the trailway enhancements for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the ROAD DEPARTMENT; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the trailway contractor. The COUNTY on behalf of the ROAD DEPARTMENT, in turn, must therefore enter into an associated contract with the State of Michigan/MDOT, consistent with the requirement for state and federal funding requirements; and

WHEREAS, the ROAD DEPARTMENT and the TOWNSHIP agree that the TOWNSHIP will administer construction of the project, and will reimburse the ROAD DEPARTMENT for any and all local match costs to the ROAD DEPARTMENT, per the Michigan/MDOT/COUNTY contract (referenced above), plus \$4,000.00 for federally mandated project administration and oversight provided by the ROAD DEPARTMENT; and

WHEREAS, the ROAD DEPARTMENT is willing to continue to sponsor the TOWNSHIP railway PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the TOWNSHIP, per a third party agreement; and

WHEREAS, the PROJECT is a Federal-Aid Highway project, and as such, the TOWNSHIP has agreed to comply with all applicable and appropriate MDOT, FHWA, and AASHTO standards and federal and state statutes, and the TOWNSHIP has agreed to fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements.

THEREFORE BE IT RESOLVED, the ROAD DEPARTMENT will continue to sponsor the TOWNSHIP railway PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the TOWNSHIP.

BE IT FURTHER RESOLVED, the County on behalf of the ROAD DEPARTMENT hereby authorizes the TOWNSHIP to appoint the Publicly Employed Project Engineer and act as the construction agent for the PROJECT and therefore fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements. The ROAD DEPARTMENT, in turn, will provide the required Project Supervisor for the PROJECT.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with State of Michigan/MDOT to effect the PROJECT's construction, on behalf of Delhi Charter Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Delhi Charter Township to effect the above described Third Party Agreement as provided above.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary Agreements that are consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: De Leon, Koenig, Celentino, Holman, Nolan, Tsernoglou, Maiville

Nays: None Absent: None Approved 4/23/13

FINANCE: Yeas: McGrain, Anthony, Bahar-Cook, Koenig, Vickers

Nays: None Absent: Tennis, Schafer Approved 4/24/13

INTER-AGENCY AGREEMENT FOR TRAIL ENHANCEMENTS

CHARTER TOWNSHIP OF DELHI

NORTH TRAIL CONNECTOR-WILLOUGHBY ROAD TO JOLLY ROAD PROJECT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 between the **CHARTER TOWNSHIP OF DELHI**, Ingham County, Michigan (TOWNSHIP) a municipal corporation organized and existing under the laws of the State of Michigan and the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (COUNTY) acting on behalf of the **INGHAM COUNTY ROAD** (ROAD DEPARTMENT).

WITNESSETH

WHEREAS, the ROAD DEPARTMENT, on behalf of the TOWNSHIP, has applied for and obtained Transportation Enhancement funding through the Federal Surface Transportation Program for non-motorized pathway work beginning at Willoughby Road approximately 0.01 miles east of Hummingbird Lane, continuing westerly and northerly 3.4 miles, to the intersection of Jolly Road and Aurelius Roads; and all together with necessary related work (hereinafter referred to as the PROJECT); and

WHEREAS, the TOWNSHIP, using the personnel of the TOWNSHIP and of their design and construction consultant, desires to design, construct, and maintain the trail enhancements for use by the general public and to satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the ROAD DEPARTMENT; and

WHEREAS, the parties hereto desire to enter into a contract to construct and maintain the PROJECT; and

WHEREAS, the PROJECT construction will be subject to and undertaken pursuant to the contract between the State of Michigan/MDOT and the COUNTY acting for the ROAD DEPARTMENT, consistent with the MDOT Contract requirements for funding.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. TOWNSHIP'S PROJECT RESPONSIBILITIES.

- A. PROJECT Plans, Cost Estimates and Specifications. A description of the PROJECT is set forth in PROJECT Application submitted to MDOT, a copy of which is attached labeled Attachment A and is incorporated by reference into this Agreement and made a part thereof. The TOWNSHIP shall prepare the construction plans, cost estimates, and specifications governing the construction of the PROJECT, which must be approved by MDOT and the

ROAD DEPARTMENT prior to commencement of the PROJECT's advertising, bidding, and construction phase.

- B. Publicly Employed Project Engineer. The ROAD DEPARTMENT authorizes the TOWNSHIP to appoint a Publicly Employed Project Engineer for the PROJECT and to act as the lead agency for construction of the PROJECT.
- C. Construction Responsibilities. Upon receipt of written Notice to Proceed from MDOT the contractor shall commence the construction of the PROJECT. The TOWNSHIP shall be responsible for ensuring that the PROJECT's contractor provides all labor, materials, machinery, tools, debris removal, water, heat, utilities, transportation and other facilities and services for the proper execution and completion of the PROJECT. All work and materials shall be in compliance with the plans and specifications approved by MDOT and ROAD DEPARTMENT, and of good quality and workmanship. The TOWNSHIP shall if required by either MDOT or the ROAD DEPARTMENT furnish satisfactory evidence as to kind and quality of materials.
- D. Compliance With State and Federal Standards. The PROJECT is a Federal – Aid Highway project, and as such the TOWNSHIP shall comply with all applicable and appropriate MDOT, FHWA, and American Association of State Highway and Transportation Officials (AASHTO) standards and federal and state statutes, rules, and regulations.
- E. Construction Administration. The TOWNSHIP shall fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements described on the appropriate application pages and in the standard MDOT contract language [See Attachment A]. General duties of the TOWNSHIP shall include, but are not limited to:
- ◆ Fulfill all requirements of this Agreement;
 - ◆ Provide qualified full time inspection of the PROJECT construction work;
 - ◆ Arrange and obtain all required materials testing for the PROJECT;
 - ◆ Record the work, including force account quantities, on the appropriate inspectors' daily reports;
 - ◆ Prepare pay estimates, contract modifications and support documents using FieldManager software; and
 - ◆ Provide all close-out material and support at PROJECT completion.
- F. Environmental Clearance and Permits. The TOWNSHIP shall obtain environmental clearance for the PROJECT and obtain any and all permits and/or approvals for work within a right-of-way, historic preservation issues, soil erosion and sedimentation control, impacts to wetlands, streams, lakes,

drains, floodplains and discovery of contaminated soils as necessary for the PROJECT.

- G. PROJECT Maintenance. The TOWNSHIP shall maintain that portion of the PROJECT under its jurisdiction, keeping it reasonably safe, clean, esthetically pleasing, operational and in good condition. The ROAD DEPARTMENT, by the COUNTY's executing this Agreement, and the ROAD DEPARTMENT's rendering service pursuant to this Agreement, has not and does not assume jurisdiction over the PROJECT's trail enhancements including PROJECT required roadside drainage inlets and piping installed along Willoughby Road. Exclusive jurisdiction for the maintenance and use of the trail enhancements or public road right-of-way, for the purposes defined under Michigan Law for a highway or trail enhancements right-of-way, rests solely with the TOWNSHIP. The TOWNSHIP shall be responsible for all costs and future maintenance of the trail enhancements and PROJECT required roadside drainage inlets and piping installed along Willoughby Road.
- H. Payment of Fines. The TOWNSHIP will be subject to billings from the ROAD DEPARTMENT if the ROAD DEPARTMENT has to pay a penalty, claim, fee, or payment to MDOT because of delay, inadequate record keeping, inadequate documentation, inadequate testing, or other construction project related requirements not properly performed. The TOWNSHIP shall agree to make said payment within thirty (30) days of the invoice date or be subject to a penalty of one percent (1%) of the amount due the ROAD DEPARTMENT, per month.
- I. Responsibility for Costs Associated with Removal and Relocation of Trail Enhancements. It is agreed that, should future road improvements require removal and relocation of the trail enhancements constructed within the ROAD DEPARTMENT public road right-of-way, the TOWNSHIP shall pay all costs associated with said removal and relocation.
- J. MDOT Contract. In addition to the responsibilities set forth above, as it applies to the PROJECT, the TOWNSHIP shall provide the COUNTY and ROAD DEPARTMENT with all information, payments and activities as may be required by the COUNTY and ROAD DEPARTMENT to comply with the terms and conditions of the MDOT Contract for the PROJECT. The TOWNSHIP in the performance of its responsibilities under this Agreement shall comply with all applicable provisions contained in the MDOT Contract and the PROJECT'S APPLICATION. A copy of the MDOT Contract is attached to this Agreement, labeled Attachment B, and is made a part thereof.
- K. Buy America. Buy America requirements (23 CFR 365.410) shall apply to the PROJECT and TOWNSHIP shall comply with said requirements, as applicable.

- L. Insurance. The TOWNSHIP shall maintain bodily injury and property damage insurance for the duration of the PROJECT.
- M. Maintenance of Records and Accounts. The TOWNSHIP shall maintain accurate records and accounts relative to cost of the PROJECT. Such accounts shall be retained on file for a period of not less than three (3) years from the date of final payment.
- N. Ceremonies. The TOWNSHIP shall provide at least twenty (20) days prior written notice to the ROAD DEPARTMENT and MDOT of any ceremony to be held in connection with the PROJECT.
- O. News Releases & Promotional Material. When issuing any news release or promotional material regarding the PROJECT the TOWNSHIP shall give the MDOT and FHWA credit for participation in the PROJECT and provide a copy of such material to the ROAD DEPARTMENT and MDOT.

2. RESPONSIBILITIES OF ROAD DEPARTMENT.

- A. Project Supervisor. The ROAD DEPARTMENT shall appoint the Project Supervisor required for the PROJECT and supervise the construction of the PROJECT.
- B. Authorization for Signing MDOT Contract and Effect Thereof. The ROAD DEPARTMENT meets all requirements and responsibilities as a LOCAL AGENCY and REQUESTING PARTY as defined under all pertinent federal or state laws and regulations regarding Federal-Aid Highway Funds. Having met these federal and state requirements and responsibilities, the TOWNSHIP hereby authorizes the COUNTY on behalf of the ROAD DEPARTMENT to sign a contract with MDOT for the purpose of securing Federal-Aid Highway Funds for this PROJECT. The ROAD DEPARTMENT, by the COUNTY executing the contract with MDOT on its behalf, and rendering services pursuant to that contract, will not assume jurisdiction of any highway or public right-of-way which is under another agency, described in any portion of the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction for the use of the highway or public right-of-way within the PROJECT, for the purposes defined under Michigan Law for a highway or trail enhancements right-of-way, rests with the TOWNSHIP, except for that portion existing in the right-of-way of Willoughby Road, Dell Road, English Oak Drive, Development Drive, Dunckel Road, and Five Oaks Drive which are in the ROAD DEPARTMENT'S jurisdiction. Jolly Road from Five Oaks Drive to Aurelius Road is in City of Lansing's jurisdiction.

- C. Requirements and Responsibilities As LOCAL AGENCY and REQUESTING PARTY. The ROAD DEPARTMENT has certain requirements and responsibilities as a LOCAL AGENCY and REQUESTING PARTY for the PROJECT as defined under pertinent federal or state laws and regulations relative to Federal-Aid Highway Funds.

3. JURISDICTION OVER PROJECT. The TOWNSHIP, City of Lansing, or ROAD DEPARTMENT have legal jurisdiction over the proposed trail enhancements right-of-way for this PROJECT. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications or documents, of any nature, or any inspections of work by the ROAD DEPARTMENT and its agents pursuant to the terms of this Agreement are done to assist the TOWNSHIP in meeting federal and state program guidelines in order to qualify for available funds on its portion of the PROJECT. Such approvals, reviews, inspections and recommendations by the ROAD DEPARTMENT and its agents shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of its propriety or that the ROAD DEPARTMENT is assuming any liability, control or jurisdiction of any portion of the PROJECT under the TOWNSHIP'S control.

The providing of recommendations or advice by the ROAD DEPARTMENT and its agents does not relieve the TOWNSHIP of its exclusive jurisdiction and responsibility of the trail enhancements under MCL 691.1402; MSA 3.996(102) or its jurisdiction and responsibility of trail enhancement right-of-way under any other appropriate Michigan law. When providing approvals, reviews and recommendations under this Agreement, the ROAD DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

4. PERMITS. The TOWNSHIP and the ROAD DEPARTMENT does have jurisdiction over a portion of the land on which the trail enhancements will reside. For any portion of the trail enhancements that is located within the ROAD DEPARTMENT public road right-of-way, the TOWNSHIP shall obtain a permit from the ROAD DEPARTMENT for its installation. The ROAD DEPARTMENT will issue a permit to construct within the public road right-of-way, based on TOWNSHIP prepared approved drawings. For any portion of the trail enhancements that is located within the City of Lansing public road right-of-way, the TOWNSHIP will obtain a permit from the City.

5. PROJECT COSTS.

- A. The term "PROJECT COST," as herein used, is defined as the cost of the force account work incurred by the ROAD DEPARTMENT, the TOWNSHIP and the cost of the physical construction caused by MDOT necessary for completion of the PROJECT as a result of the MDOT Contract and this Agreement, except construction engineering and inspection.
- B. The cost incurred by either the ROAD DEPARTMENT or TOWNSHIP for preliminary engineering, construction engineering, construction materials

testing, inspection, and right-of-way are excluded from the PROJECT cost as defined by both this and the MDOT Agreement.

- C. Any items of the Project Cost incurred by MDOT may be charged to the PROJECT.

- D. The TOWNSHIP, under the terms of this Agreement shall:
 - 1. AT PROJECT COST, perform or cause to be performed the hydrant relocation, traffic signal, and pole relocation work necessary for completion of the PROJECT.

 - 2. At no cost to the PROJECT
 - (a) Design or cause to be designed the plans and specifications for the PROJECT.
 - (b) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (c) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for completion of the PROJECT.

- E. Estimated PROJECT Costs
 - 1. All PROJECT construction costs are estimated to be TWO MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,874,700.00).

 - 2. Estimated cost for FORCE ACCOUNT WORK (i.e. hydrant relocation, traffic signal, and pole relocation work) is SIXTY FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00)

 - 3. Total estimated cost for the PROJECT IS TWO MILLION NINE HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,939,200.00).

- F. Responsibility for PROJECT Cost. The estimated cost for the PROJECT cost shall be met in part by contributions MDOT has received from the Federal Government. Federal funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$2,352,938.00, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after the deduction of the Federal funds, shall be charged to and paid by the TOWNSHIP in the manner and at times set forth in this Agreement. Any items of the PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the TOWNSHIP.

- G. TOWNSHIP'S Deposit of Funds with the ROAD DEPARTMENT. The TOWNSHIP shall deposit with the ROAD DEPARTMENT within thirty (30) days of the PROJECT award, seed money equal to FIVE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED SIXTY TWO AND NO/100 DOLLARS (\$586,262.00). The seed money shall be used by the ROAD DEPARTMENT to pay the PROJECT'S invoiced local match costs. Any PROJECT COSTS not paid by MDOT with Federal Funds in excess of the TOWNSHIP'S seed money deposit will be invoiced by the ROAD DEPARTMENT to the TOWNSHIP. The TOWNSHIP agrees to pay such invoices within thirty (30) days of the invoice date or be subject to a penalty of one percent (1%) of the amount due to the ROAD DEPARTMENT, per month, until the sum due is paid in full. In the event the final PROJECT COSTS are less than the total estimated cost any unspent TOWNSHIP funds deposited with the COUNTY at the PROJECT'S commencement shall be returned to the TOWNSHIP within thirty (30) days after the PROJECT has been completed and all PROJECT COSTS have been paid.
- H. Cost of ROAD DEPARTMENT PROJECT Supervision and Administration. The ROAD DEPARTMENT will supervise and be responsible for the administration of the PROJECT for a lump sum cost of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) to be paid by the TOWNSHIP within thirty (days) of the PROJECT award or authorization or signing of this Agreement by the authorized representatives of both parties, whichever is the later date.

6. CIVIL RIGHTS. The TOWNSHIP and the COUNTY mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The TOWNSHIP and COUNTY further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regarded as a material breach of this Agreement.

7. LIABILITY.

- A. All liability to third parties, including but not limited to MDOT and the Federal Funding Agency, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the TOWNSHIP in the performance of this Agreement shall be the responsibility of the TOWNSHIP, and not the responsibility of the COUNTY or ROAD DEPARTMENT, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the TOWNSHIP, anyone directly or indirectly employed by the TOWNSHIP,

provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the TOWNSHIP or its employees by statutes or court decisions.

- B. All liability to third parties including but not limited to MDOT and the Federal Funding Agency, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the ROAD DEPARTMENT in the performance of this Agreement shall be the responsibility of the COUNTY and not the responsibility of the TOWNSHIP if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any COUNTY employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY and ROAD DEPARTMENT or the COUNTY's employees as provided by statutes or court decisions.
- C. In the event that liability to third parties including but not limited to MDOT and the Federal Funding Agency, loss, or damage arises as a result of activities conducted jointly by the ROAD DEPARTMENT and the TOWNSHIP in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the COUNTY and the TOWNSHIP in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY, the ROAD DEPARTMENT, the TOWNSHIP or their employees, respectively, as provided by statutes or court decisions.

8. WORKERS' COMPENSATION INSURANCE. Both the COUNTY and the TOWNSHIP shall carry Workers' Compensation Insurance coverage for their employees, as required by law, and shall require any contractors or sub-contractors working on the PROJECT to do the same.

9. COMPLIANCE WITH MDOT CONTRACT. It is expressly understood and agreed by the TOWNSHIP that this Agreement is subject to the terms and conditions of the MDOT Contract entered into between the COUNTY and MDOT, that are set forth in Attachment B. The TOWNSHIP shall comply with all applicable terms and conditions of the MDOT Contract that the MDOT Contract requires of the "REQUESTING PARTY". The provisions of this Agreement shall take precedence over the MDOT Contract unless a conflict exists between this Agreement and the MDOT Contract, in which case the provisions of the MDOT Contract shall prevail. A conflict, however, shall not be deemed to exist where this Agreement: 1) contains additional provisions not set forth in the MDOT Contract; 2) restates provisions of the MDOT Contract to afford the COUNTY the same or substantially the same rights and privileges as the MDOT; or 3) requires the TOWNSHIP to perform duties and/or services in more or less time than that afforded to the COUNTY in the MDOT Contract. Provisions contained in the MDOT Contract not contained in this Agreement shall not be considered to be a conflict and shall be complied with by the TOWNSHIP.

10. FORM FHWA – 1273. The COUNTY, ROAD DEPARTMENT and the TOWNSHIP shall adhere to the requirements of the FHWA Form 1273 that are part of the MDOT Contract in Attachment B, which is incorporated by reference into this Agreement and made a part thereof. Each of the parties shall physically incorporate FHWA Form 1273 into all subcontracts regarding the PROJECT and require its physical inclusion in all lower tier subcontracts.

11. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

12. AMENDMENTS. All modifications to this Agreement must be mutually agreed upon by the TOWNSHIP and the COUNTY, and signed by their duly authorized representatives.

13. TERM OF AGREEMENT. This Agreement shall become effective on the date in which it has been fully executed by the authorized representatives of both the COUNTY and the TOWNSHIP. The TOWNSHIP shall not commence the construction phase of the PROJECT until it has received a written NOTICE TO PROCEED from the ROAD DEPARTMENT. This Agreement, unless terminated as set forth in Section 13, shall remain in effect until the completion of the PROJECT.

14. TERMINATION OF AGREEMENT. It is understood that this Agreement is subject to the Contract entered into between the COUNTY, on behalf of the ROAD DEPARTMENT and MDOT for the PROJECT. In the event the MDOT Contract is terminated for any reason the COUNTY may terminate this Agreement effective on the effective date of the MDOT Contract's termination. This Agreement may also be terminated by the COUNTY for cause if the TOWNSHIP breaches any of the terms of this Agreement and fails to cure said breach within thirty (30) days after receipt of notice thereof from the ROAD DEPARTMENT.

15. ASSIGNMENT AND SUBCONTRACTING. All construction work on the PROJECT shall be performed by the personnel of the TOWNSHIP and the successful MDOT pre-qualified bidder with whom MDOT contract for the PROJECT. The TOWNSHIP may not subcontract or assign any of the work required by this Agreement without the prior written approval of the COUNTY, ROAD DEPARTMENT and MDOT.

16. PURPOSE OF SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. COMPLETE AGREEMENT. This Agreement and its Attachments A and B contain all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. SURVIVAL CLAUSE. All rights, duties, and responsibilities of any of the parties to this Agreement that either expressly or by their nature extend into the future, including, but not

limited to, maintenance of the PROJECT after all construction work has been completed, shall extend beyond and survive the end of the term or termination of this Agreement.

19. SEVERABILITY. If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

20. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INTER-AGENCY AGREEMENT FOR THE DELHI CHARTER TOWNSHIP NORTH TRAIL CONNECTOR ENHANCEMENT PROJECT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF INGHAM

By: _____
Debra Nolan, Chairperson
County Board of Commissioners
Date _____

CHARTER TOWNSHIP OF DELHI

By: _____
John Elsinga, Township Manager
Date _____

By: _____
Evan Hope, CMC, Township Clerk
Date _____

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

By: Robert D. Townsend
Robert D. Townsend

N:\Client\Ingham\Roads\Agreements\Agr w Delhi Township.doc
Ing/Roads #13-029

ATTACHMENT A

APPLICATION

**PROGRAM APPLICATION FOR
LOCAL AGENCY FEDERAL ENHANCEMENT AND
SAFE ROUTES TO SCHOOL PROJECTS**
Administered through MDOT Local Agency Programs

ENH # 201000027 SRTS # _____

APPLICANT INFORMATION:

ELIGIBLE APPLICANT AGENCY Ingham County Department of Transportation and Roads		DATE December 19, 2012
PROJECT NAME/ROUTE NO./FACILITY NAME Delhi Charter Township North Trail Connector		
CONTACT PERSON Robert Peterson		
PHONE 517.676.9722	EMAIL ADDRESS rpeterson@inghamcrc.org	

PROJECT LOCATION AND LIMITS: Attach a Map Showing the Project Location

COUNTY Ingham	MDOT REGION University	CITY/VILLAGE Delhi Township/City of Lansing
Route Name/Street Name/Facility Name <u>Delhi Charter Township North Trail Connector</u>		
Project Limits (Use nearest cross streets) <u>Aurelius Road / Jolly Road to 0.9 miles east of Aurelius Road /Willoughby Road</u>		
Project Length (to nearest tenth of mile) <u>3.4 miles</u> Zip Code of majority of project location* <u>48911</u>		
Project Category (From ENH application) <u>Non-Motorized Transportation</u>		
Is this project within urban limits?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, if yes, which urban area? <u>Delhi Charter Township</u>
Is the project within City/Village limits?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, if yes, which City/Village? <u>City of Lansing</u>
Are other jurisdictions or municipalities involved?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, if yes, identify _____
Name of MPO or Rural Task Force: <u>Lansing Metropolitan Area</u>		

* This information is required by the State Administrative Board in order to approve the agreement and construction contract for this project. Failure to provide this information may result in delays.

PROJECT ADMINISTRATION Bid Contract, Proposed Letting Date: May 3, 2013
 Force Account, Proposed MDOT Authorization Date _____

Is this project on the National Highway System (NHS): Yes No

Is the project within a roadway right-of-way? Yes No

If yes, define the route type using the National Functional Classification System Maps, prepared by MDOT, Bureau of Transportation Planning, available on-line at http://mdotwas1.mdot.state.mi.us/public/maps_nfc/. If no, skip to SCOPE OF WORK.

URBAN:	<input checked="" type="checkbox"/> Principal Arterial Jolly Rd	RURAL:	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial		<input checked="" type="checkbox"/> Minor Arterial Dell Road and Willoughby Road
	<input type="checkbox"/> Urban Collector		<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Local		<input type="checkbox"/> Minor Collector
			<input type="checkbox"/> Local

Will this project alter the existing roadway cross section in any way? Yes No

If Yes, define the roadway, and this Program Application, the plans, specifications, estimate and proposal must be prepared by, signed, sealed and certified by Licensed, Registered Professional Engineer, If No, skip to SCOPE OF WORK.

EXISTING CROSS-SECTION:

Number of Lanes _____ at _____ ft, for a traveled roadway width, excluding curb & gutter of: _____ ft.

Type of Pavement _____

Curb Gutter One Side Both sides None

Shoulders per side Total Width _____ ft Paved Width _____ ft Aggregate Width _____ ft

PROPOSED CROSS-SECTION:

Number of Lanes _____ at _____ ft. each, for a traveled roadway width, excluding curb & gutter, of _____ feet
 Type of Pavement _____
 Curb and Gutter One Side Both sides None
 Shoulders per side Total Width _____ ft Paved Width _____ ft Aggregate Width _____ ft

SCOPE OF WORK:

Describe the scope of the project in some detail, giving the major items of work, including the widths, type of materials, or other information necessary to adequately define the limits of the enhancement project.

Construct a ten foot wide HMT NMT from Willoughby to the Aurelius Road / Jolly Road intersection. Sycamore Creek will be crossed twice (I-96 and Jolly Road), requiring pre-fabricated steel bridges. A wooden boardwalk will be constructed in flood plain and wetland areas.

DESIGN GUIDELINES (Type of Project):

Current "Michigan Department of Transportation Local Agency Programs Guidelines for Geometrics"

- Section B – New Construction/Reconstruction(4R-AASHTO) Section D – Preventative Maintenance (PM)
- Section C – Resurfacing, Restoration and Rehabilitation (3R)

Note: For 3R projects, a crash analysis and a 3 year crash report must be attached

- Current AASHTO "Guide for the Development of Bicycle Facilities."
- Current AASHTO "Guidelines for Geometric Design of Very Low-Volume Local Roads," with the MDOT Engineering Operating Committee Acceptance Stipulation dated 3/26/04
- Other (not a roadway or bike path project)

Posted Speed _____ mph, or Prima Fascia Design Speed _____ mph

Note: With no posted speed limit, the prima fascia speed limit applies

Present Average Daily Traffic _____ with _____ % Commercial;
 Future Average Daily Traffic _____ with _____ % Commercial, Calendar Year _____

PARKING:

	Prohibited	Not Prohibited	Parallel		Diagonal	
			One Side	Both Side	One Side	Both Side
Existing Dedicated Parking	<input type="checkbox"/>					
Proposed Dedicated Parking	<input type="checkbox"/>					

Note: Projects proposing diagonal parking require MDOT LAP approval of an appropriate engineering justification and safety analysis.

RAILROAD CROSSING: Within Project Limits?

Yes No

If yes: Diagnostic Study Team Review Meeting Scheduled?

Yes No Completed? Yes No

BRIDGE: Within Project Limits?

Yes No

WORK ZONE SAFETY AND MOBILITY (WZ&M)

All local agency projects have been determined to be "Significant", according to the "Local Agency Policy for Work Zone Safety and Mobility" guidance.

The Local Agency has completed the appropriate actions and activities, has documented the completion of these tasks, and has completed the appropriate checklists required by the Policy

Yes No

Copies of these completed checklists are included in the Local Agency's project file

Yes No

CURRENT ENGINEER'S CONSTRUCTION COST ESTIMATE:**ESTIMATED PARTICIPATING COSTS:**

Estimated Cost of Eligible, participating, Construction Contract work: \$ 2,844,341.75

Force account work requires an approved justification and authorization from MDOT, **PRIOR TO BEGINNING ANY WORK FOR WHICH REIMBURSEMENT WILL BE REQUESTED.**

Estimated cost of eligible participating force account work:

TYPE OR ITEM(S) OF WORK	TO BE PERFORMED BY	ESTIMATED COST
a) Railroad Crossings	A&B RR	\$ 30,000.00
b) Utility Relocation	Utility Owners	\$ 20,000.00
c)		
Subtotal of eligible, participating, Force Account work:		\$ 50,000.00

Subtotal Estimated Construction Cost of Eligible, Participating Work: \$ 2,894,341.75

Subtotal – Estimated Cost of Non-participating work: \$ 0.00

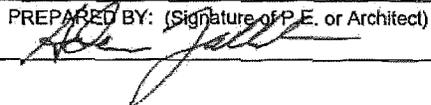
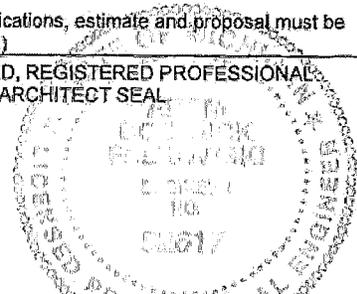
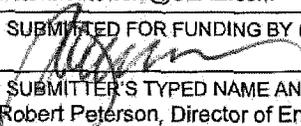
TOTAL ESTIMATED CONSTRUCTION COST \$ 2,894,341.75

FUNDING SUMMARY

Approved Funding Resource(s) for Eligible, Participating CONSTRUCTION Costs:	Approved Amount From Award Summary:	Percentage From Award Summary:
Safe Routes to School-SRTS number		%
Enhancement -ENH number <u>20100027</u>	<u>\$ 1,422,170.88</u>	%
Local Match, Source <u>Delhi Township</u>	<u>\$ 1,422,170.87</u>	%
Estimated Participating Costs	<u>\$ 2,844,341.75</u>	
Estimated Costs in Excess of Award	<u>\$ 50,000.00</u>	
Estimated Non-Participating Costs	<u>\$ 0.00</u>	
Total Estimated Construction Costs	<u>\$ 2,894,341.75</u>	

PRELIMINARY ENGINEERING WILL BE PERFORMED BY:	NAME OF AGENCY OR CONSULTANT C2AE
CONSTRUCTION ENGINEERING WILL BE PERFORMED BY:	NAME OF AGENCY OR CONSULTANT C2AE

NOTE: If this project will alter a roadway in any way, this Program Application, the plans, specifications, estimate and proposal must be prepared by, signed, sealed and certified by a Licensed, Registered Professional Engineer (P.E.)

PREPARED BY: (Signature of P.E. or Architect) 	DATE 12/19/12	AFFIX LICENSED, REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL 
PREPARER'S TYPED NAME AND TITLE Adam D. Falkowski, Project Manager	PREPARER'S REGISTRATION NUMBER 6201052617	EXPIRATION DATE 10/31/2014
PREPARER'S EMAIL ADDRESS adam.falkowski@C2AE.com	PREPARER'S PHONE NUMBER 517.371.1200	
SUBMITTED FOR FUNDING BY (Authorized Person Employed by the Eligible Agency) 	DATE December 19, 2012	
SUBMITTER'S TYPED NAME AND TITLE Robert Peterson, Director of Engineering		

SOCIAL, ECONOMIC AND ENVIRONMENTAL EVALUATION (See 23 CFR 771)

This form must be completed, signed, sealed, and certified by a Licensed, Registered Professional Engineer or Licensed Architect, prior to scheduling the grade inspection meeting. If this project will alter a roadway in any way, this Program Application, the plans, specifications, estimate and proposal must be prepared by, signed, sealed, and certified by a Licensed, Registered Professional Engineer (P.E.).

Mark the appropriate column in the following evaluation. If the project will have a **MAJOR IMPACT** on an item below, attach a description of the effect on a separate sheet. For information regarding these factors, please refer to the Code of Federal Regulations, Highways (23 CFR), available on-line from the National Archives at <http://www.archives.gov>.

FACTORS

	NO IMPACT	MINIMAL IMPACT	MAJOR IMPACT
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planned Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traffic Volumes*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traffic Patterns*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Activity/Development Patterns (public transit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Transportation Modes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4(f) Resources (publicly owned recreation areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation of People or Businesses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Noise Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Justice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*If the project proposes constructing a new roadway, the project will require the preparation of an Environmental Assessment (EA). If the project proposes to add through-lanes for increased capacity, the project may require the preparation of an EA. If the project will change the through-capacity or level of service of a roadway, by adding or removing through lanes, provide an engineering study to Local Agency Programs, prior to grade inspection. If you have any questions, please contact Local Agency Programs.

ENVIRONMENTAL EVALUATION:

All items designated as "Within Project Limits," shall be shown on the construction plans to prevent incidental impacts during construction. Appropriate agency project clearance documents and reviews are required for the following items and **must** be kept in the project file. These files are subject to monitoring review by MDOT and/or the Federal Highway Administration. The following is a list of agencies that **must** be notified by the local agency. The local agency is responsible for notifying other agencies that may also have jurisdiction.

Mi. Dept. of Natural Resources (MDNR) (<http://www.michigan.gov/dnr>)

	Within Project Limits		If Within Project Limits	
	No	Yes	No Impact	Impact
State and/or Federal National, Wild & Scenic River	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State and/or Federal Endangered Species or Habitat, Michigan Natural Features Inventory	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
P.A. 116 Agricultural Land	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 6(f) Properties, (acquired or developed with assistance of the Land And Water Conservation Act. Notify the US Department of Interior - U.S. Forest Service, and maintain a file copy).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mi. Dept. of Environmental Quality (MDEQ) (<http://www.michigan.gov/deq>)

	Within Project Limits		If Within Project Limits	
	No	Yes	No Impact	Impact
100 Year Base Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Michigan Coastal Zone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous and/or Toxic Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercial Navigational River or Stream	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetlands (Note if wetlands are within project limits, you must complete the Wetland Evaluation form. If wetlands are being impacted, you must attach a Wetland Mitigation Plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Is a National Pollutant Discharge Elimination System, Notice of Coverage (NOC) Required?
 If "yes" complete the NOC form, submit it to MDNR, and maintain a file copy. Yes No

	<u>Within Project Limits</u>		<u>If Within Project Limits</u>	
	No	Yes	No Impact	Impact
<u>U.S. Corps of Engineers (Detroit District)</u> (http://www.usace.army.mil)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>U.S. Coast Guard (9th District, Cleveland, Ohio)</u> (http://www.uscg.mil)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercially Navigable Waters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>U.S. Fisheries and Wildlife</u> (http://www.fws.gov)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Federal Listed Endangered Species or Habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Michigan State Historic Preservation Office (SHPO)</u> (http://www.michigan.gov/shpo) Section 106, Historic or Archeological Sites in accordance with the 8-03-05 "Final Guidance for Projects Exempt from SHPO Review"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A SHPO Clearance letter is required for all Enhancement projects and must be included in the final project documents submitted to MDOT, Local Agency Programs,				
<u>Local Park Authority</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Publicly Owned Parks and/or Recreation Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Privately Owned Recreation Areas Open to the Public	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Designated Wildlife and/or Waterfowl Refuge Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For projects which have impacts on the above Section 4(f) properties, the local agency will prepare the necessary environmental clearance in consultation with Local Agency Programs, MDOT. For bike/shared used path projects, the local agency will obtain a letter of agreement from the local park authority and retain it in the project file

MDOT

The local agency must submit a copy of the Grade Inspection package to the appropriate MDOT TSC office for all projects.

Is work proposed in any MDOT Owned Right-of-Way? No Yes
 Is a MDOT Traffic Signal located within the project limits? No Yes

If any MDOT Traffic Signals or control devices are located within this project, contact MDOT's Traffic Signals Unit at (517) 373-2324 for coordination before submitting the Program Application.

Each project must be listed on either the appropriate Metropolitan Planning Organization (MPO) S/TIP or Rural Task Force S/TIP. It **must** either be listed individually or included as an estimated dollar amount in the appropriate General Program Account for a state wide program, on the S/TIP prior to obligation of funds.

DESCRIBE ANY PUBLIC CONTROVERSY

None

Based on the scope of work, evaluation of the social, economic and environmental issues, and in accordance with current federal guidelines and regulations, we, the parties signed below, recommend the project be classified as the following:

- Class I – Requiring preparation of an Environmental Impact Statement (23 CFR)
- Class II – Categorical Exclusion, (From 23 CFR)
- Class III – Major action, requiring the preparation of the Environmental Assessment (23 CFR)
- Programmatic Section 4(f) Evaluation (23 CFR & 49 UCS)

We hereby certify this document to be true and accurate for fulfilling federal, state and local laws, regulations and requirements and that this document has not been modified in anyway from its original form.

PREPARED BY (Signature of P.E. or Architect)	DATE	AFFIX PREPARER'S LICENSED PROFESSIONAL ENGINEER OR ARCHITECT'S SEAL	
<i>Adam D. Falkowski</i>	12/19/12		
PREPARER'S TYPED NAME AND TITLE	PREPARER REGISTRATION NUMBER		
Adam D. Falkowski, Project Manager	6201052617	10/31/2014	
ACCEPTED BY LOCAL AGENCY (Authorized Person Employed by the Eligible Applicant Agency)	DATE		
<i>Robert Peterson</i>	December 19, 2012		
TYPED NAME AND TITLE			
Robert Peterson, Director of Engineering			
I concur with the environmental classification, as determined by the Local Agency:			
MDOT LOCAL AGENCY PROGRAMS PROJECT DEVELOPMENT ENGINEER	DATE		

WETLAND EVALUATION

Contact Michigan Department of Natural Resources and Environment (MDNR) at <http://www.michigan.gov/dnr> for a determination of wetlands and project clearances.

- Project consists of work within designated wetlands. Fill out and submit this form prior to grade inspection.
 Project consists of NO work within designated wetlands. Skip this page and continue with remainder of form.

ELIGIBLE APPLICANT AGENCY
 Ingham County Department of Transportation and Roads

PROJECT NAME/ROUTE NO./FACILITY NAME
 Delhi Charter Township North Trail Connector

Describe the coordination with the MDNR on the need for a permit and the proposed mitigation measures. Attach a copy of all pertinent correspondence. Do not simply reference the permit.

The coordination with MDEQ included completing and submitting the joint permit application. Supporting documentation was submitted with the application, which included figures and calculations illustrating impacts to existing wetlands. Additionally, the project site was walked with MDEQ and the proposed work consisting in the delineated wetland areas was discussed.

Give a general description of the wetlands involved, including the total number of acres of wetlands, the type of wetlands, their primary function, value and uniqueness and their proximity to roadway. Attach a sketch to this evaluation.

Niswander Environmental conducted a wetland delineation for this project. The report is attached for reference. Impacts to these delineated wetlands were minimized by utilizing construction techniques such as bridges and elevated boardwalk sections to construct the trail over the delineated wetlands. The total area of wetland that will be impacted is approximately 0.25 acres.

Describe what work is proposed in the wetlands, including how the project affects the above function, value, etc. Include the reason for taking the wetlands, the approximate amount of fill and/or excavation, and acres taken. Show on an attached sketch.

Grading and construction of a non-motorized trail will occur at locations within the delineated wetlands. the majority of the trail that resides within the wetland will be constructed by means of boardwalk or ridge; however, there are proposed areas of wetland fill. the approximate amount of fill within the wetland area is 67 cubic yards. the total area of wetland that will be impacted is 81 square yards.

Attach a copy of the proposed mitigation plan and describe what alternatives were evaluated to avoid or minimize the use of the wetland. If no other alternatives were evaluated, describe why not:

There is no mitigation plan attached as the area of disturbance from construction activities in the wetland areas is less than 1/3 of an acre. The bridge and boardwalk sections within the wetland areas were reduced to a width less than AASHTO design standards to reduce the environmental impacts.

Is a MDNR/Corps of Engineers' Section 404, navigable waters, permit required? No Yes

If yes, what type of permit is required? Nationwide General Individual

What design and construction measures are proposed to minimize harm to the wetlands i.e., angle of slopes, type of erosion control, etc? **Note: All measures required to minimize harm must be clearly identified on the project plans.**

The non-motorized trail will be elevated on wooden boardwalk supported by timber piles, or spanned via pre-fabricated bridges, where the Sycamore Creek is being crossed. On grade construction is limited to upland areas. Boardwalk sections will be constructed by selective clearing.

Describe other mitigation measures which are proposed to minimize harm to the wetlands (i.e., wetland replacement, enhancement, etc.):

SESC and sediment control plans and requirements have been developed to conform to the standards set forth by Delhi Charter Township.

ATTACHMENT A
Property Acquisition Information

Submit a completed Attachment A to the MDOT LAP Staff Engineer as part of the Program Application. The LAP Staff Engineer will forward the completed Attachment A to the MDOT Real Estate Division Local Agency Coordinator for review. Allow at least two weeks for MDOT LAP review of Attachment A, before submitting Attachment B.

NOTE: Failure to comply with these regulations and requirements could jeopardize the Local Agency's federal funding for all phases of this project as well as for future projects.

ELIGIBLE APPLICANT AGENCY Ingham County Department of Transportation and Roads	DATE December 19, 2012
PROJECT NAME/ROUTE NO./FACILITY NAME Delhi Charter Township North Trail Connector	
PROJECT LIMITS (Use nearest cross streets) Aurelius Road / Jolly Road to 0.9 miles east of Aurelius Road /Willoughby Road	

Project Information:

NOTE: Property Acquisition includes obtaining any property right, including but not limited to permanent fee, permanent easements, consent to construct, temporary permits, consent forms, and rights of access.

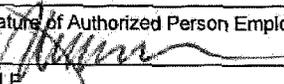
- Is property acquisition required for this project?
 Yes No Possible, but not known at this time
- Do you anticipate any relocation as part of this project?
 Yes No Possible, but not known at this time
- Name/Contact information for the person/company who will be acquiring the property..

NAME Tracy Miller	COMPANY Delhi Charter Township
EMAIL ADDRESS tracy.miller@delhitownship.com	TELEPHONE NUMBER 517.694.8281

STAFF CONSULTANT UNKNOWN

Project Compliance & Certification:

- I agree to comply with all applicable State and Federal laws and regulations when acquiring property for this project, including the following:
 - Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
 - Provisions of 23 USC, 23 CFR, and 49 CFR; and;
 - Provisions of P.A. 1980, No.87, as amended
- I understand that all property acquisition requires that fair market value be determined by appraisal, market study, or valuation analysis, and that the property owner must be offered fair market value.
- I understand that staff qualified to comply with all applicable State and Federal laws and regulations must perform all property acquisition tasks.

BY: (Signature of Authorized Person Employed by the Eligible Applicant Agency) 	DATE December 19, 2012
NAME/TITLE Robert Peterson, Director of Engineering	
EMAIL ADDRESS rpeterson@inghamcra.com	TELEPHONE NUMBER 517.676.9722

**PROJECT ENGINEER OR ARCHITECT PROFESSIONAL
REGISTRATIONS AND CERTIFICATIONS
1 of 2**

This form must be completed, signed, sealed, and certified by the Project Engineer and/or Licensed Architect prior to advertising the project for letting. If the project will alter a roadway in any way, this Program Application plans, specifications, estimates, and proposal must be prepared by, signed, sealed, and certified by a Licensed, Registered Professional Engineer.

Failure to provide accurate documentation and/or failure to maintain the required information may cause construction to immediately stop, and may result in the withdrawal of federal and/or state funding, and may jeopardize future federal and/or state funding. The County, City or Village is required to notify the MDOT TSC, in writing, if the Project Engineer or Architect changes during the project.

PROJECT NAME/ROUTE NO./FACILITY NAME

Delhi Charter Township North Trail Connector

There will be 1 (number) Licensed, Registered Professional Engineers or Architects, licensed in Michigan, assigned to this project (minimum required is 1). The Professional Engineers or Architects are:

Adam D. Falkowski, P.E.

The lead Professional Engineers or Architects are also assigned to n/a other projects that will be under construction during the same time period as this project.

Number of federal aid projects that the Professional Engineers or Architects have been assigned the lead role for construction engineering:

2 current working on

3 past 5 years not including current projects

List all AASHTO accredited laboratories that will be used to conduct all required testing.

Soils and Materials Engineers, Lansing Office

List the Michigan Licensed Land Surveyor (person and company) that will be utilized for all project work that requires a licensed land surveyor.

Darin Thelen, P.S. - C2AE

A total of 4 (number) of Certified Technicians are assigned to this project. The Technicians assigned have obtained the following certifications (please check all that apply):

- Michigan Concrete Field Testing – Level 1 (MCA or MCPA)
- MDOT Density Technology Certification
- MDOT Bituminous Paving or Bituminous Paving Operations
- Michigan Certified Aggregate Technician
- Michigan Certified Bituminous Laboratory Technician (Level 1)
- Michigan Bit QC/QA Technician (Level 2)
- SESC (Soil Erosion and Sedimentation Control)
- Storm Water Operator (SWO) requirement for NPDES National Pollutant Discharge Elimination System

NOTE: A copy of the NRC Nuclear Density Gauge License shall be placed in the project file for all nuclear density gauges used on the project.

I, Robert Peterson do certify that we own and are trained, or

(Authorized Person Employed by the Eligible Applicant Agency)

have hired C2AE and their subconsultant, Soil and Materials Engineers who is trained, to use the following (check all that apply)

- Field Manager and necessary computer equipment
- All necessary equipment to perform density inspection and testing as required in Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction, all applicable Frequency Used Special Provisions (FUSP's), and MDOT Materials Quality Assurance Procedures Manual;

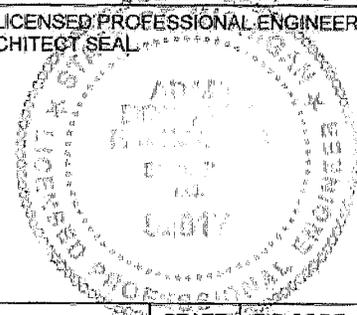
**PROJECT ENGINEER OR ARCHITECT PROFESSIONAL
REGISTRATIONS AND CERTIFICATIONS
2 of 2**

- All necessary equipment to perform aggregate inspection and testing as required by the MDOT Standard Specifications for Construction, all applicable FUSP's and the MDOT Materials Quality Assurance Procedures Manual;
- All necessary equipment to perform hot mix asphalt testing as required by the MDOT Standard Specifications for Construction, all applicable FUSP's for hot mix asphalt, Hot Mix Asphalt QC/QA Procedures Manual of Field Testing and Materials Quality Assurance Procedures Manual; and/or
- All necessary equipment to perform Portland Cement Concrete inspection and testing as required by the MDOT Standard Specifications for Construction, all applicable FUSP's, and MDOT Materials Quality Assurance Procedures Manual.

A total of 4 (number) personnel are assigned to this project who are knowledgeable in the use of these items (check all that apply)

- MDOT Standard Specifications for Construction
- MDOT Construction Manual
- MDOT HMA Production Manual
- Applicable Michigan Test Methods
- MDOT Road and Bridge Standard Plans
- Density Control Handbook
- Procedures for Aggregate Inspection
- MDOT Materials Quality Assurance Procedures Manual
- MDOT Hot Mix Asphalt QC/QA Procedures Manual

Based on the information included on these two pages, this local agency appears to be adequately staffed and instruction engineering requirements for this project.

/ the Eligible Applicant Agency)		DATE December 19, 2012	
		DATE December 19, 2012	
PERSONNEL NAME AND TITLE Adam D. Falkowski, Project manager		AFFIX LICENSED PROFESSIONAL ENGINEER OR ARCHITECT SEAL 	
PROJECT ENGINEER OR ARCHITECT'S REGISTRATION NO. 6201052617	EXPIRATION DATE 10/31/2014		
PROJECT ENGINEER OR ARCHITECT'S FIRM NAME, IF APPLICABLE C2AE			
ADDRESS 725 Prudden Street		CITY Lansing	STATE MI
PROJECT ENGINEER OR ARCHITECT'S PHONE NUMBER 517.371.1200		PROJECT ENGINEER OR ARCHITECT'S EMAIL ADDRESS adam.falkowski@C2AE.com	

PUBLICLY EMPLOYED PROJECT ENGINEER OR ARCHITECT STATEMENT

- Complete either this statement, or
- The Project Engineer/Architect Statement (Page 13) and the Project Supervisor Statement (Page 14) and submit all to Local Agency Programs **PRIOR** to the grade inspection.

The Ingham County Department of Transportation and P has designated _____
(Eligible Applicant Agency) (Name of Project Engineer or Architect)

as the Publicly Employed Project Engineer or Architect for the following project:

PROJECT NAME/ROUTE NO./FACILITY NAME
Delhi Charter Township North Trail Connector

AUTHORIZED SIGNATURE (Authorized Person Employed by the Eligible Applicant Agency) _____ DATE _____

TYPED NAME AND TITLE
Bob Peterson, Director of Engineering

I, _____, as the Publicly Employed Project Engineer or Architect, shall be the sole representative responsible for the project. This responsibility shall not be delegated to anyone else.

Michigan Department of Transportation personnel will, in all cases, deal directly with me, the Publicly Employed Project Engineer or Architect, during the construction phase of the project.

The Publicly Employed Project Engineer or Architect shall (at a minimum):

- 1) Be considered in responsible charge of the project;
- 2) Prepare and maintain the project record files;
- 3) Sign all construction documents;
- 4) Attend the grade inspection meeting and the pre-construction meeting
- 5) Be available for meetings with the Michigan Department of Transportation, the local agency, the certified inspectors, and/or the contractor;
- 6) Assure that the plans, specifications and proposal are followed and approve all changes or modifications to the plans, specifications or proposal;
- 7) Assure that the construction inspectors are currently certified, as required;
- 8) Be a Licensed, Registered Professional Engineer or Architect in the State of Michigan; and
- 9) Attend the final project review meeting.

If this project will alter a roadway in any way, this Program Application, the plans, specifications, estimate and proposal must be prepared by, signed, sealed, and certified by a Licensed, Registered Professional Engineer (P.E.)

SIGNATURE (Publicly Employed Project Engineer or Architect) _____ DATE _____

PUBLICLY EMPLOYED ENGINEER OR ARCHITECT'S TYPED NAME AND TITLE _____ AFFIX LICENSED PROFESSIONAL ENGINEER OR ARCHITECT SEAL

PUBLICLY EMPLOYED ENGINEER OR ARCHITECT'S REGISTRATION NO. _____ EXPIRATION DATE _____

PUBLICLY EMPLOYED ENGINEER OR ARCHITECT'S FIRM NAME, IF APPLICABLE _____

LICENSED, REGISTERED PROFESSIONAL ENGINEER LICENSED ARCHITECT

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PUBLICLY EMPLOYED ENGINEER OR ARCHITECT'S PHONE NUMBER _____ PUBLICLY EMPLOYED ENGINEER OR ARCHITECT'S EMAIL ADDRESS _____

PROJECT ENGINEER OR ARCHITECT STATEMENT

- Complete either this statement and the Project Supervisor Statement (Page 14) or the
- Publicly Employed Project Engineer/Architect Statement (Page 12) and submit all to Local Agency Programs PRIOR to the grade inspection

The Ingham County Department of Transportation and P has designated C2AE
 (Eligible Applicant Agency) (Name of Project Engineer or Architect)

as the Project Engineer or Architect for the following project:

PROJECT NAME/ROUTE NO./FACILITY NAME Delhi Charter Township North Trail Connector	
AUTHORIZED SIGNATURE (Authorized Person Employed by the Eligible Applicant Agency) <i>[Signature]</i>	DATE December 19, 2012
TYPED NAME AND TITLE Robert Peterson, Director of Engineering	

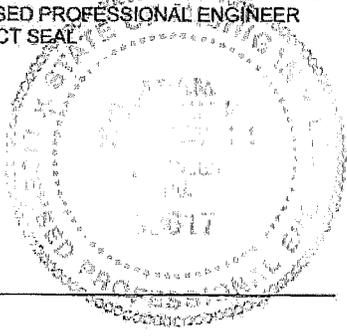
I, Adam Falkowski, as the Project Engineer or Architect, shall be the sole representative responsible for the project. This responsibility shall not be delegated to anyone else.

Michigan Department of Transportation personnel will, in all cases, deal directly with me, the Project Engineer or Architect, during the construction phase of the project.

In this regard I, as the Project Engineer or Architect, shall (at a minimum):

- 1) Be considered in responsible charge of the project;
- 2) Prepare and maintain the project record files;
- 3) Sign all construction documents;
- 4) Attend the grade inspection meeting and the pre-construction meeting;
- 5) Be available for meetings with the Michigan Department of Transportation, the local agency, the certified inspectors, and/or the contractor;
- 6) Assure that the plans, specifications and proposal are followed and approve all changes or modifications to the plans, specifications, or proposal;
- 7) Assure that the construction inspectors are currently certified, as required;
- 8) Be a Licensed, Registered Professional Engineer or Architect in the State of Michigan; and
- 9) Attend the final project review meeting.

If this project will alter a roadway in any way, this Program Application, the plans, specifications, estimate and proposal must be prepared by, signed, sealed and certified by a Licensed, Registered Professional Engineer (P.E.).

SIGNATURE (Project Engineer or Architect) <i>[Signature]</i>		DATE December 19, 2012	
PROJECT ENGINEER OR ARCHITECT'S TYPED NAME AND TITLE Adam D. Falkowski, Project Manager		AFFIX LICENSED PROFESSIONAL ENGINEER OR ARCHITECT SEAL 	
PROJECT ENGINEER OR ARCHITECT'S REGISTRATION NO. 6201052617	EXPIRATION DATE 10/31/2014		
PROJECT ENGINEER OR ARCHITECT'S FIRM NAME, IF APPLICABLE C2AE			

PROFESSIONAL ENGINEER LICENSED ARCHITECT

ADDRESS 725 Prudden Street		CITY Lansing	STATE MI	ZIP CODE 48906
PROJECT ENGINEER OR ARCHITECT'S PHONE NUMBER 517.371.1200		PROJECT ENGINEER OR ARCHITECT'S EMAIL ADDRESS adam.falkowski@C2AE.com		

PROJECT SUPERVISOR STATEMENT

- Complete either this statement **and** the Project Engineer/Architect Statement (Page 13), or
- The Publicly Employed Project Engineer or Architect Statement (Page 12) and submit all to Local Agency Program **PRIOR** to the grade inspection.

The Ingham County Department of Transportation and P has designated Robert Peterson
 (Eligible Applicant Agency) (Name of Project Supervisor)

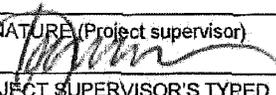
as the Project Supervisor for the following project:

PROJECT NAME/ROUTE NO./FACILITY NAME
Delhi Charter Township North Trail Connector

PROJECT LIMITS
Aurelius Road / Jolly Road to 0.9 miles east of Aurelius Road /Willoughby Road

In this regard, the Project Supervisor, shall (at a minimum):

- 1) Be a full time employee of the local agency;
- 2) Approve for funding all construction documents prepared and signed by the Project Engineer or Architect;
- 3) Attend the grade inspection meeting and the pre-construction meeting;
- 4) Be available for meetings with the Michigan Department of Transportation and/or the Project Engineer or Architect;
- 5) Assure that the project record files are maintained;
- 6) Be in attendance at the final project review.

SIGNATURE (Project supervisor) 		DATE December 19, 2012	
PROJECT SUPERVISOR'S TYPED NAME AND TITLE Robert Peterson, Director of Engineering			
PROJECT SUPERVISOR'S ADDRESS 301 Bush	CITY Mason	STATE MI	ZIP CODE 48854
PROJECT SUPERVISOR'S PHONE NUMBER 517.676.9722	PROJECT SUPERVISOR'S EMAIL ADDRESS rpeterson@inghamcrc.org		

BRIDGE INFORMATION

- A bridge IS within the project limits. Fill out this form and submit with the Program Application
- A bridge is NOT within the project limits. Skip this form and continue with remainder of application

PROJECT NAME/ROUTE NO./FACILITY NAME
 Delhi Charter Township North Trail Connector

EXISTING STRUCTURE:

Number of spans: _____ at _____ ft. for a total overall length: _____ ft. Posted load restriction of _____ tons
 Clear Roadway width: _____ ft. Sidewalk Width: _____ ft. Railing Type: _____
 Structure Type: _____ Approx. Year built: _____
 Can the existing structure be rehabilitated? Yes No
 Explain: _____

1. IF NO WORK IS PROPOSED ON THE BRIDGE:

- A. If the existing bridge was not designed to AASHTO LRFD standards, then do the existing railings meet the 10 kip static load requirements? Yes No
- B. Type of bridge deck: _____
 If the deck is bituminous over concrete, is there an existing waterproof membrane? Yes No
 If no, then it is strongly recommended that the existing bituminous be removed, an acceptable bridge deck protective system be placed on the bridge and item #2 below, be completed.
- C. The current estimated load carrying capacity meets:
 Current AASHTO for bridges to remain in place Current 3R Guidelines
 Neither, complete item #2, below
- D. The current clear roadway width is _____ ft. and meets:
 Current AASHTO for bridges to remain in place Current 3R Guidelines
 Neither, complete item #2, below

2. IF WORK IS PROPOSED ON THE BRIDGE:

If the existing clear roadway width, structural capacity or bridge railing does not meet the current 3R guidelines, then the bridge must be evaluated for widening, rehabilitation, railing, upgrading and/or replacement. If the structure is to be replaced or have major rehabilitation, then it must meet current AASHTO standards for new construction and Economic Assessment pages 15-19 of the Program Application for Local Agency Bridge Projects must be completed and enclosed with this application).

Proposed work: Upgrade railing to the 10 kip requirements Deck resurfacing
 Deck replacement* (major rehabilitation) Widening* (major rehabilitation)
 Pages 15 - 19 of the Program Application for Local Agency Bridge Projects (MDOT form 0258) must be completed and enclosed with this application.

3. BICYCLE OR SHARED USE PATH ON EXISTING OR NEW BRIDGE:

- A. Will the project include a bike path(s) or share use path(s) on a bridge? Yes No
 If Yes, will the bridge cross section provide the required separation between the path and the roadway and/or the required clear area between the path and railings to meet the current AASHTO requirements for bicycle and/or shared used facilities? Yes No
- B. Is the bridge over a moving watercourse? Yes No
 If Yes, then it is highly recommended that scour be considered and the following table must be completed:

SUMMARY OF HYDRAULIC ANALYSIS SEE ATTACHED TABLE							
Existing				Proposed			
Flood Data	Discharge (cfs)	Water Surface Elev. At U/S Face of Structure (ft)	Velocity in D/S Channel (ft./s)	Water Surface Elev. At U/S Face of Structure (ft.)	Velocity in D/S Channel (ft./s)	Waterway Area (Sq. Ft.) at D/S Face	Change in WS El. U/S of Proposed Structure (ft)
50-Year							
100-Year							
MAXIMUM BRIDGE AREA BELOW LOW CHORD IS _____ SQUARE FEET							

SUMMARY OF HYDRAULIC ANALYSIS

I-96 Pedestrian Bridge

EXISTING		PROPOSED	
Flood Data	Discharge (cs)	Discharge (cs)	Velocity in D/S Channel (ft/s)
50-year	2,230	2.97	0.01
100-year	2,530	2.53	0.01

Jolly Road Pedestrian Bridge

EXISTING		PROPOSED	
Flood Data	Discharge (cs)	Discharge (cs)	Velocity in D/S Channel (ft/s)
50-year	2,230	4.28	0.00
100-year	2,530	0.58	0.00

ATTACHMENT B

MDOT CONTRACT

STP
FHWA FORM 1273

DA
Control Section STE 33065
Job Number 115191
Project STP 1333(036)
Federal Item No. HH 8843
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 13-5434

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the COUNTY OF INGHAM, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Ingham County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 24, 2013, attached hereto and made a part hereof:

Non-motorized pathway work beginning at Willoughby Road approximately 0.01 miles east of Hummingbird Lane, continuing westerly and northerly 3.4 miles, to the intersection of Jolly Road and Aurelius Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ENHANCEMENT ACTIVITIES
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the force account work incurred by the REQUESTING PARTY and the cost of the physical construction incurred by the DEPARTMENT necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At PROJECT COST, perform or cause to be performed the hydrant relocation, traffic signal, and pole relocation work necessary for the completion of the PROJECT.

B. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- C. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- D. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$2,352,938, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Enhancement projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

Each party to this contract shall adhere to the requirements of the attached FHWA Form 1273 and will physically incorporate FHWA Form 1273 in all its subcontracts and further require its physical inclusion in all lower tier subcontracts.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

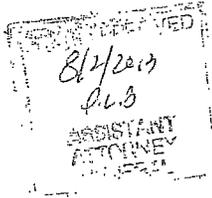
COUNTY OF INGHAM

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: Debra Nolan, Chairperson
County Board of Commissioners

By _____
Department Director MDOT

By _____
Title:



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

By: Robert D. Townsend
Robert D. Townsend
Ing/Roads #13-028

July 24, 2013

EXHIBIT I

CONTROL SECTION STE 33065
JOB NUMBER 115191
PROJECT STP 1333(036)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$2,874,700

FORCE ACCOUNT WORK (REQUESTING PARTY)

Hydrant Relocation, Traffic Signal, and Pole Relocation Work \$ 64,500

GRAND TOTAL ESTIMATED COST \$2,939,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$2,939,200
Less Federal Funds* \$2,352,938
BALANCE (REQUESTING PARTY'S SHARE) \$ 586,262

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 6, 2013

RE: Amendment No. 2 to Resolution No. 2012-013 – FY 2013 General Fund Budget

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-013 – FY 2013 General Fund Budget.

Revenues are projected to decrease by a total of \$135,760 primarily due to a decrease in various fees along with the sale of fixed assets (\$73,500) being postponed.

Changes in expenditures by department include an increase in Legislative of \$1,290, an increase in Manager's Office of \$2,560, a decrease in Accounting of \$4,800, a decrease in the Clerk's Office of \$3,020, a decrease in Information Technology of \$24,700, a decrease in the Treasurer's Office of \$1,190, an increase in Assessing of \$41,860, a decrease in Elections of \$410, a decrease in Building and Grounds of \$12,070, an increase in the Cemetery of \$12,080, an increase in Stormwater of \$420, a decrease in Infrastructure of \$387,270, a decrease in Community Development of \$55,410, a decrease in Parks Administration of \$510, an increase in Parks of \$4,330, an increase in Recreation of \$4,010 and a decrease in Other Functions of \$11,900. These expenses, along with a decrease of \$82,310 in the transfer to the Fire Fund and an increase transfer of \$4,470 to the Police Fund, result in a net decrease in expenditures of \$356,890.

Altogether the year-end fund balance will increase by \$221,130 from \$5,291,081 to \$5,512,211.

RECOMMENDED MOTION:

To adopt Amendment No. 2 to Resolution No. 2012-013 for the Fiscal Year 2013 General Fund Budget.

DELHI CHARTER TOWNSHIP
RESOLUTION NO. 2012-013
F.Y. 2013 GENERAL FUND BUDGET
AMENDMENT NO. 2

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013 at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 General Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Revenue				
TAXES	\$ 2,882,940		\$ 6,200	\$ 2,889,140
GRANTS AND REVENUE SHARING	1,822,800		50,600	1,873,400
OTHER REVENUE	1,035,900	60,600	(17,750)	1,078,750
CHARGES FOR SERVICES	779,300		(99,630)	679,670
FRANCHISE FEES	432,900		4,760	437,660
INTERGOV-LOCAL	93,440		0	93,440
LICENSES & PERMITS	166,350		(440)	165,910
INTEREST AND RENTALS	24,150		(6,000)	18,150
FINES & FORFEITURES	18,000		0	18,000
Total Revenue	7,255,780	60,600	(62,260)	7,254,120
Expenditures				
Legislative	103,510		1,290	104,800
Manager	326,500		2,560	329,060
Accounting	151,920		(4,800)	147,120
Clerk	239,210		(3,020)	236,190
Information Technology	319,660		(24,700)	294,960
Treasurer	239,410	12,000	(1,190)	250,220
Assessing	301,390		41,860	343,250
Elections	8,500		(410)	8,090
Bldg & Grds	302,450	13,650	(12,070)	304,030
Cemetery	118,750		12,080	130,830
Stormwater	394,550		420	394,970
Infrastructure	710,500	369,830	(387,270)	693,060
Comm Dev	649,020	69,900	(55,410)	663,510
Parks Admin	182,970		(510)	182,460
Parks	499,770		4,330	504,100
Recreation	169,410		4,010	173,420
Other Functions	413,100		(11,900)	401,200
Debt Service	40,910		0	40,910
Total Expenditures	5,171,530	465,380	(434,730)	5,202,180
Other Financing Sources (Uses)				
Sale of Fixed Assets	85,000		(73,500)	11,500
Transfer Out to Fire Fund	(557,100)		(82,310)	(639,410)
Transfer Out to Police Fund	(1,299,800)		4,470	(1,295,330)
Total Other Financing Sources (Uses)	(1,771,900)	-	(151,340)	(1,923,240)
Revenues Over (Under) Expenditures	312,350	(404,780)	221,130	128,700
Fund Balance, Beginning	5,383,511	-		5,383,511
Fund Balance, Ending	\$ 5,695,861	\$ -		\$ 5,512,211

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #2	Amended Budget
Fund 101 - GENERAL FUND				
ESTIMATED REVENUES				
101-000.00-403.000	CUR REAL & PERS PROP TAX	2,457,000	0	2,457,000
101-000.00-404.000	IFT/CFT & SERVICE FEES	14,000	0	14,000
101-000.00-423.000	TRAILER PARK FEES	5,140	0	5,140
101-000.00-445.000	DELQ TAX	5,000	0	5,000
101-000.00-445.005	DELINQUENT INTEREST & PENALTY	23,000	0	23,000
101-000.00-447.000	PROPERTY TAX ADMIN FEE	378,800	6,200	385,000
101-000.00-451.000	BUILDING PERMITS	68,000	0	68,000
101-000.00-452.000	PLAT REVIEW FEES	0	1,160	1,160
101-000.00-453.000	SOIL EROSION & SEDIMENTATION CTRL PERM	14,000	2,300	16,300
101-000.00-455.000	ELECTRICAL PERMIT FEES	23,500	(2,250)	21,250
101-000.00-456.000	PLUMBING PERMIT FEES	13,000	0	13,000
101-000.00-457.000	MECHANICAL PERMIT FEES	23,000	0	23,000
101-000.00-458.000	FIRE INSPECTION FEES	3,200	(1,400)	1,800
101-000.00-460.000	FIRE DEPT. BURNING PERMITS	2,500	0	2,500
101-000.00-476.000	MISC LICENSES, PERMITS & FEES	3,300	0	3,300
101-000.00-574.020	STATE REV SHAR-SALES CONSTIT.	1,774,000	47,200	1,821,200
101-000.00-574.021	STATE REV SHAR-SALES STATUTORY	38,800	2,800	41,600
101-000.00-574.030	RETURNABLE LIQ LICENSE FEES	9,900	0	9,900
101-000.00-574.040	STATE SHARED REV-RIGHT OF WAY	10,000	600	10,600
101-000.00-587.000	DISTRICT LIBRARY CONTRIBUTIONS	18,000	0	18,000
101-000.00-620.000	RENTAL REGISTRATION & INSPECT	122,310	(25,390)	96,920
101-000.00-623.000	REZONING APPLICATION FEES	1,000	0	1,000
101-000.00-624.000	SPECIAL USE PERMITS	4,200	(500)	3,700
101-000.00-625.000	BOARD OF APPEAL FEES	750	250	1,000
101-000.00-628.000	SITE PLAN REVIEW FEES	4,000	3,200	7,200
101-000.00-631.000	FIRE INSPECTIONS	22,500	(17,500)	5,000
101-000.00-632.000	FIRE DEPARTMENT SERVICE FEES	80,000	(28,500)	51,500
101-000.00-632.010	FIRE DEPT EDUCATIONAL REVENUE	1,500	2,000	3,500
101-000.00-633.000	AMBULANCE FEES	660,000	0	660,000
101-000.00-634.000	CEMETERY - BURIAL FEES	23,000	0	23,000
101-000.00-635.000	CEMETERY - LOT SALES	25,000	(10,000)	15,000
101-000.00-640.000	COPIES/FAX/SEARCH REVENUE	100	0	100
101-000.00-651.010	RECREATION FEES	85,440	(23,440)	62,000
101-000.00-651.020	PARKS FACILITY FEES	6,000	0	6,000
101-000.00-651.060	SENIOR CITIZEN EVENT REVENUE	25,000	0	25,000
101-000.00-660.000	CODE ENFORCEMENT REVENUE	18,000	0	18,000
101-000.00-664.000	INTEREST	7,000	(6,000)	1,000
101-000.00-669.020	COMMUNICATION TOWER LEASE FEE	17,150	0	17,150
101-000.00-672.010	STREETLIGHT SPECIAL ASSESSMENT	308,700	(26,300)	282,400
101-000.00-672.020	BLACKTOP & ROAD SPECIAL ASSESSMENTS	25,200	2,550	27,750
101-000.00-672.030	SIDEWALK ASSESSMENTS	7,000	0	7,000
101-000.00-673.000	SALE OF FIXED ASSETS	85,000	(73,500)	11,500

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #2	Amended Budget
101-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	21,000	6,000	27,000
101-000.00-694.000	MISCELLANEOUS REVENUE	64,600	0	64,600
101-000.00-694.010	TRI-COUNTY METRO REIMBURSEMENT	10,000	0	10,000
101-000.00-694.020	CABLE FRANCHISE FEES	300,000	0	300,000
101-000.00-694.025	AT&T FRANCHISE FEE	22,000	0	22,000
101-000.00-694.030	BWL FRANCHISE FEE	110,900	4,760	115,660
101-000.00-699.030	COST ALLOCATION-FROM SEWER FU	384,450	0	384,450
101-000.00-699.110	TRANSFER IN - DELHI DDA	75,440	0	75,440
TOTAL ESTIMATED REVENUES		7,401,380	(135,760)	7,265,620

Expenditures

Dept 101.00-LEGISLATIVE

101-101.00-707.000	BOARD OF TRUSTEES-SALARY	64,740	500	65,240
101-101.00-715.000	SOCIAL SECURITY/MEDICARE	3,510	1,490	5,000
101-101.00-717.000	LIFE INSURANCE	310	0	310
101-101.00-718.000	PENSION CONTRIBUTION	700	(700)	0
101-101.00-724.000	WORKERS COMP	130	0	130
101-101.00-802.000	MEMBERSHIPS,DUES,SUBS	30,620	0	30,620
101-101.00-956.000	MISCELLANEOUS	500	0	500
101-101.00-960.000	EDUCATION & TRAINING	3,000	0	3,000
Totals for dept 101.00-LEGISLATIVE		103,510	1,290	104,800

Dept 171.00-MANAGER

101-171.00-703.000	SALARIES	221,010	0	221,010
101-171.00-703.001	DEPUTY SALARY	2,500	0	2,500
101-171.00-703.010	OVERTIME	920	0	920
101-171.00-715.000	SOCIAL SECURITY/MEDICARE	18,300	0	18,300
101-171.00-716.000	HEALTH INSURANCE	32,450	1,330	33,780
101-171.00-716.010	DENTAL INSURANCE	3,860	(300)	3,560
101-171.00-717.000	LIFE INSURANCE	1,120	0	1,120
101-171.00-718.000	PENSION CONTRIBUTION	21,940	160	22,100
101-171.00-719.000	DISABILITY INSURANCE	1,670	0	1,670
101-171.00-723.000	AUTOMOBILE EXPENSE ALLOWANCE	10,370	0	10,370
101-171.00-724.000	WORKERS COMP	990	0	990
101-171.00-726.000	OFFICE SUPPLIES	250	0	250
101-171.00-802.000	MEMBERSHIPS,DUES,SUBS	3,600	0	3,600
101-171.00-853.000	TELEPHONE/COMMUNICATIONS	320	70	390
101-171.00-956.000	MISCELLANEOUS	1,200	1,300	2,500
101-171.00-960.000	EDUCATION & TRAINING	6,000	0	6,000
Totals for dept 171.00-MANAGER		326,500	2,560	329,060

Dept 191.00-ACCOUNTING

101-191.00-703.000	SALARIES	47,150	0	47,150
101-191.00-703.005	PART TIME HELP	24,650	0	24,650
101-191.00-715.000	SOCIAL SECURITY/MEDICARE	4,000	0	4,000
101-191.00-716.000	HEALTH INSURANCE	5,800	(100)	5,700

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #2	Amended Budget
101-191.00-716.010	DENTAL INSURANCE	570	0	570
101-191.00-717.000	LIFE INSURANCE	250	0	250
101-191.00-718.000	PENSION CONTRIBUTION	5,500	0	5,500
101-191.00-719.000	DISABILITY INSURANCE	400	0	400
101-191.00-724.000	WORKERS COMP	400	0	400
101-191.00-726.000	OFFICE SUPPLIES	1,200	0	1,200
101-191.00-802.000	MEMBERSHIPS,DUES,SUBS	1,200	0	1,200
101-191.00-807.000	AUDIT FEES	7,000	0	7,000
101-191.00-818.000	CONTRACTUAL SERVICES	51,200	(4,700)	46,500
101-191.00-956.000	MISCELLANEOUS	500	0	500
101-191.00-960.000	EDUCATION & TRAINING	2,100	0	2,100
Totals for dept 191.00-ACCOUNTING		151,920	(4,800)	147,120

Dept 215.00-CLERK

101-215.00-703.000	SALARIES	152,050	0	152,050
101-215.00-703.001	DEPUTY SALARY	2,500	0	2,500
101-215.00-715.000	SOCIAL SECURITY/MEDICARE	11,850	0	11,850
101-215.00-716.000	HEALTH INSURANCE	36,000	(1,000)	35,000
101-215.00-716.010	DENTAL INSURANCE	3,360	(260)	3,100
101-215.00-717.000	LIFE INSURANCE	770	0	770
101-215.00-718.000	PENSION CONTRIBUTION	15,090	110	15,200
101-215.00-719.000	DISABILITY INSURANCE	1,150	0	1,150
101-215.00-724.000	WORKERS COMP	490	0	490
101-215.00-740.000	MATERIAL & SUPPLIES	1,200	0	1,200
101-215.00-817.000	CODIFICATION OF TWP ORDINANCES	3,000	0	3,000
101-215.00-818.000	CONTRACTUAL SERVICES	300	130	430
101-215.00-870.000	MILEAGE	250	0	250
101-215.00-902.000	PUBLISHING/LEGAL NOTICES	8,000	(2,000)	6,000
101-215.00-956.000	MISCELLANEOUS	500	0	500
101-215.00-960.000	EDUCATION & TRAINING	2,700	0	2,700
Totals for dept 215.00-CLERK		239,210	(3,020)	236,190

Dept 228.00-INFORMATION TECHNOLOGY

101-228.00-703.000	SALARIES	116,530	0	116,530
101-228.00-703.005	PART TIME HELP	12,200	(4,200)	8,000
101-228.00-703.007	LONGEVITY	1,350	0	1,350
101-228.00-715.000	SOCIAL SECURITY/MEDICARE	10,300	(200)	10,100
101-228.00-716.000	HEALTH INSURANCE	19,200	(450)	18,750
101-228.00-716.010	DENTAL INSURANCE	1,480	0	1,480
101-228.00-717.000	LIFE INSURANCE	600	0	600
101-228.00-718.000	PENSION CONTRIBUTION	11,600	0	11,600
101-228.00-719.000	DISABILITY INSURANCE	880	0	880
101-228.00-724.000	WORKERS COMP	570	0	570
101-228.00-740.000	MATERIAL & SUPPLIES	9,250	0	9,250
101-228.00-818.000	CONTRACTUAL SERVICES	14,300	(4,900)	9,400
101-228.00-853.000	TELEPHONE/COMMUNICATIONS	3,000	0	3,000

GL NUMBER	DESCRIPTION	2013	Budget	2013
		Amended Budget	Request #2	Amended Budget
101-228.00-870.000	MILEAGE	1,000	(700)	300
101-228.00-930.001	HARDWARE MAINTENANCE	19,500	(9,500)	10,000
101-228.00-930.025	COMPUTER EQUIPMENT	20,000	0	20,000
101-228.00-930.030	COMPUTER SOFTWARE MAINTENANCE	49,900	0	49,900
101-228.00-932.000	COMPUTER PROGRAM CHANGES	2,500	(2,500)	0
101-228.00-956.000	MISCELLANEOUS	500	(250)	250
101-228.00-960.000	EDUCATION & TRAINING	4,000	(2,000)	2,000
101-228.00-970.000	CAPITAL OUTLAY	21,000	0	21,000
Totals for dept 228.00-INFORMATION TECHNOLOGY		319,660	(24,700)	294,960

Dept 253.00-TREASURERS

101-253.00-703.000	SALARIES	124,200	0	124,200
101-253.00-703.001	DEPUTY SALARY	2,500	0	2,500
101-253.00-703.005	PART TIME HELP	39,560	(4,060)	35,500
101-253.00-715.000	SOCIAL SECURITY/MEDICARE	9,800	800	10,600
101-253.00-716.000	HEALTH INSURANCE	21,010	(460)	20,550
101-253.00-716.010	DENTAL INSURANCE	3,530	(940)	2,590
101-253.00-717.000	LIFE INSURANCE	510	0	510
101-253.00-718.000	PENSION CONTRIBUTION	11,700	(550)	11,150
101-253.00-719.000	DISABILITY INSURANCE	800	0	800
101-253.00-724.000	WORKERS COMP	700	(280)	420
101-253.00-726.000	OFFICE SUPPLIES	1,000	0	1,000
101-253.00-729.001	TAX BILL PRINTING	14,000	600	14,600
101-253.00-802.000	MEMBERSHIPS,DUES,SUBS	600	0	600
101-253.00-815.000	COURT FILING/SERVICE FEES	1,500	(1,000)	500
101-253.00-818.000	CONTRACTUAL SERVICES	0	4,650	4,650
101-253.00-870.000	MILEAGE	400	(100)	300
101-253.00-930.020	EQUIPMENT MAIN & REPAIR	1,000	0	1,000
101-253.00-956.000	MISCELLANEOUS	500	1,500	2,000
101-253.00-960.000	EDUCATION & TRAINING	6,100	(2,100)	4,000
101-253.00-970.000	CAPITAL OUTLAY	12,000	750	12,750
Totals for dept 253.00-TREASURERS		251,410	(1,190)	250,220

Dept 257.00-ASSESSING

101-257.00-703.000	SALARIES	163,700	0	163,700
101-257.00-703.005	PART TIME HELP	600	(600)	0
101-257.00-703.010	OVERTIME	1,400	(890)	510
101-257.00-708.000	BOARD OF REVIEW	2,700	0	2,700
101-257.00-715.000	SOCIAL SECURITY/MEDICARE	13,550	0	13,550
101-257.00-716.000	HEALTH INSURANCE	26,500	(500)	26,000
101-257.00-716.010	DENTAL INSURANCE	4,600	(400)	4,200
101-257.00-717.000	LIFE INSURANCE	850	0	850
101-257.00-718.000	PENSION CONTRIBUTION	16,370	0	16,370
101-257.00-719.000	DISABILITY INSURANCE	1,250	0	1,250
101-257.00-724.000	WORKERS COMP	1,800	0	1,800
101-257.00-729.000	ASSESSMENT NOTICES/PP STATEMNTS	7,450	0	7,450

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #2	Amended Budget
101-257.00-730.000	GASOLINE	800	(300)	500
101-257.00-740.000	MATERIAL & SUPPLIES	2,000	0	2,000
101-257.00-801.000	LEGAL FEES	25,250	30,000	55,250
101-257.00-802.000	MEMBERSHIPS,DUES,SUBS	1,100	0	1,100
101-257.00-818.000	CONTRACTUAL SERVICES	24,000	6,000	30,000
101-257.00-870.000	MILEAGE	200	(200)	0
101-257.00-930.020	EQUIPMENT MAIN & REPAIR	550	450	1,000
101-257.00-931.000	VEHICLE REPAIR/MAINTENANCE	1,200	0	1,200
101-257.00-956.000	MISCELLANEOUS	750	(250)	500
101-257.00-960.000	EDUCATION & TRAINING	4,770	0	4,770
101-257.00-970.000	CAPITAL OUTLAY	0	8,550	8,550
Totals for dept 257.00-ASSESSING		301,390	41,860	343,250
Dept 262.00-ELECTIONS				
101-262.00-724.000	WORKERS COMP	0	80	80
101-262.00-726.000	OFFICE SUPPLIES	3,000	0	3,000
101-262.00-803.000	POSTAGE	1,000	0	1,000
101-262.00-818.000	CONTRACTUAL SERVICES	4,000	(490)	3,510
101-262.00-956.000	MISCELLANEOUS	500	0	500
Totals for dept 262.00-ELECTIONS		8,500	(410)	8,090
Dept 265.00-BUILDING & GROUNDS				
101-265.00-703.000	SALARIES	39,260	460	39,720
101-265.00-703.005	PART TIME HELP	1,350	0	1,350
101-265.00-703.010	OVERTIME	2,730	0	2,730
101-265.00-715.000	SOCIAL SECURITY/MEDICARE	3,380	0	3,380
101-265.00-716.000	HEALTH INSURANCE	9,830	(890)	8,940
101-265.00-716.010	DENTAL INSURANCE	1,130	(90)	1,040
101-265.00-717.000	LIFE INSURANCE	200	0	200
101-265.00-718.000	PENSION CONTRIBUTION	3,930	0	3,930
101-265.00-719.000	DISABILITY INSURANCE	300	0	300
101-265.00-724.000	WORKERS COMP	960	(230)	730
101-265.00-730.000	GASOLINE	2,070	0	2,070
101-265.00-775.001	EQUIPMENT & SUPPLIES	5,800	0	5,800
101-265.00-805.000	ENGINEERING SERVICES	2,000	0	2,000
101-265.00-818.000	CONTRACTUAL SERVICES	55,580	(160)	55,420
101-265.00-853.000	TELEPHONE/COMMUNICATIONS	17,700	(1,400)	16,300
101-265.00-921.030	UTILITIES - WATER	7,740	(1,070)	6,670
101-265.00-921.035	UTILITIES - SEWER	4,340	(820)	3,520
101-265.00-921.040	UTILITIES - ELECTRIC	78,470	(12,430)	66,040
101-265.00-921.045	UTILITIES - GAS	17,570	0	17,570
101-265.00-930.000	BUILDING MAINTENANCE & REPAIRS	33,900	3,640	37,540
101-265.00-930.020	EQUIPMENT MAIN & REPAIR	3,610	920	4,530
101-265.00-956.000	MISCELLANEOUS	600	0	600
101-265.00-970.000	CAPITAL OUTLAY	23,650	0	23,650
Totals for dept 265.00-BUILDING & GROUNDS		316,100	(12,070)	304,030

GL NUMBER	DESCRIPTION	2013	Budget	2013
		Amended Budget	Request #2	Amended Budget
Dept 276.00-CEMETERY				
101-276.00-703.000	SALARIES	37,180	580	37,760
101-276.00-703.005	PART TIME HELP	10,360	0	10,360
101-276.00-703.010	OVERTIME	1,720	0	1,720
101-276.00-715.000	SOCIAL SECURITY/MEDICARE	3,830	0	3,830
101-276.00-716.000	HEALTH INSURANCE	9,110	(820)	8,290
101-276.00-716.010	DENTAL INSURANCE	1,050	(90)	960
101-276.00-717.000	LIFE INSURANCE	190	0	190
101-276.00-718.000	PENSION CONTRIBUTION	3,720	0	3,720
101-276.00-719.000	DISABILITY INSURANCE	280	0	280
101-276.00-724.000	WORKERS COMP	1,130	0	1,130
101-276.00-730.000	GASOLINE	1,920	0	1,920
101-276.00-731.000	PROPANE GAS	250	0	250
101-276.00-775.001	EQUIPMENT & SUPPLIES	5,800	0	5,800
101-276.00-818.000	CONTRACTUAL SERVICES	33,190	4,300	37,490
101-276.00-853.000	TELEPHONE/COMMUNICATIONS	80	0	80
101-276.00-921.040	UTILITIES - ELECTRIC	850	(350)	500
101-276.00-930.000	BUILDING MAINTENANCE & REPAIRS	500	7,500	8,000
101-276.00-930.020	EQUIPMENT MAIN & REPAIR	4,340	960	5,300
101-276.00-956.000	MISCELLANEOUS	2,500	0	2,500
101-276.00-960.000	EDUCATION & TRAINING	250	0	250
101-276.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	500	0	500
Totals for dept 276.00-CEMETERY		118,750	12,080	130,830
Dept 281.00-STORMWATER				
101-281.00-703.000	SALARIES	35,570	2,180	37,750
101-281.00-703.005	PART TIME HELP	14,360	0	14,360
101-281.00-703.010	OVERTIME	1,620	0	1,620
101-281.00-715.000	SOCIAL SECURITY/MEDICARE	4,000	160	4,160
101-281.00-716.000	HEALTH INSURANCE	9,590	(870)	8,720
101-281.00-716.010	DENTAL INSURANCE	1,110	0	1,110
101-281.00-717.000	LIFE INSURANCE	180	0	180
101-281.00-718.000	PENSION CONTRIBUTION	3,560	220	3,780
101-281.00-719.000	DISABILITY INSURANCE	270	0	270
101-281.00-724.000	WORKERS COMP INSUR	1,100	0	1,100
101-281.00-726.000	OFFICE SUPPLIES	500	0	500
101-281.00-730.000	GASOLINE	2,020	0	2,020
101-281.00-741.000	OTHER OPERATING EXPENSES	500	(250)	250
101-281.00-742.000	LABORATORY SUPPLIES	1,000	3,500	4,500
101-281.00-745.000	OFF-SITE LAB TESTING	1,000	(500)	500
101-281.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	500	(250)	250
101-281.00-801.000	LEGAL FEES	2,000	(1,000)	1,000
101-281.00-805.000	ENGINEERING SERVICES	2,000	(1,000)	1,000
101-281.00-818.225	SOLID WASTE DISPOSAL	1,000	0	1,000
101-281.00-853.000	TELEPHONE/COMMUNICATIONS	140	0	140

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #2	Amended Budget
101-281.00-928.000	REGULATORY FEES	9,210	530	9,740
101-281.00-930.020	EQUIPMENT MAIN & REPAIR	4,520	900	5,420
101-281.00-956.000	MISCELLANEOUS	200	0	200
101-281.00-956.005	COMMUNITY OUTREACH PROGRAMS	12,600	(3,200)	9,400
101-281.00-960.000	EDUCATION & TRAINING	1,000	0	1,000
101-281.00-967.010	TOWNSHIP-AT-LARGE DRAINS	285,000	0	285,000
Totals for dept 281.00-STORMWATER		394,550	420	394,970
Dept 446.00-INFRASTRUCTURE				
101-446.00-922.000	STREETLIGHTS	378,000	(30,000)	348,000
101-446.00-969.000	STREET IMPROVEMENTS	222,500	(62,790)	159,710
101-446.00-969.002	SIDEWALK IMPROVEMENT/REPAIR	227,000	(41,650)	185,350
101-446.00-999.410	Transfer to N Conn Trail Contr Fund	252,830	(252,830)	0
Totals for dept 446.00-INFRASTRUCTURE		1,080,330	(387,270)	693,060
Dept 721.00-PLANNING/COMMUNITY DEVELOPMENT				
101-721.00-703.000	SALARIES	323,130	0	323,130
101-721.00-704.000	PLANNING COMMISSION SALARIES	13,140	(3,140)	10,000
101-721.00-715.000	SOCIAL SECURITY/MEDICARE	26,050	0	26,050
101-721.00-716.000	HEALTH INSURANCE	74,100	(2,100)	72,000
101-721.00-716.010	DENTAL INSURANCE	8,700	(700)	8,000
101-721.00-717.000	LIFE INSURANCE	1,650	0	1,650
101-721.00-718.000	PENSION CONTRIBUTION	32,320	0	32,320
101-721.00-719.000	DISABILITY INSURANCE	2,460	0	2,460
101-721.00-724.000	WORKERS COMPENSATION INSURANCE	1,600	0	1,600
101-721.00-725.000	CLOTHING/CLEANING ALLOWANCE	1,000	0	1,000
101-721.00-726.000	OFFICE SUPPLIES	2,000	0	2,000
101-721.00-730.000	GASOLINE	3,840	0	3,840
101-721.00-801.000	LEGAL FEES	8,000	0	8,000
101-721.00-802.000	MEMBERSHIPS,DUES,SUBSCRIPTIONS	1,800	0	1,800
101-721.00-803.000	POSTAGE	1,800	0	1,800
101-721.00-818.000	CONTRACTUAL SERVICES	22,950	0	22,950
101-721.00-818.040	CONTR SERV-PLANNING FUNCTIONS	5,000	0	5,000
101-721.00-853.000	TELEPHONE/COMMUNICATIONS	3,380	0	3,380
101-721.00-870.000	MILEAGE	300	0	300
101-721.00-902.000	PUBLISHING/LEGAL NOTICES	2,400	930	3,330
101-721.00-930.062	NSP-1953 ADELPHA	61,400	0	61,400
101-721.00-930.063	NSP HOME	80,000	(50,000)	30,000
101-721.00-931.000	VEHICLE REPAIR/MAINTENANCE	2,500	0	2,500
101-721.00-941.000	OFFICE EQUIPMENT LEASE	4,400	(400)	4,000
101-721.00-956.000	MISCELLANEOUS	1,500	0	1,500
101-721.00-958.000	CODE ENFORCEMENT EXPENSE	18,000	0	18,000
101-721.00-959.000	SOIL EROSION & SED CNTRL EXPENSE	500	0	500
101-721.00-960.000	EDUCATION & TRAINING	6,500	0	6,500
101-721.00-970.000	CAPITAL OUTLAY	8,500	0	8,500
Totals for dept 721.00-PLANNING/COMMUNITY DEVELOPMENT		718,920	(55,410)	663,510

GL NUMBER	DESCRIPTION	2013	Budget	2013
		Amended Budget	Request #2	Amended Budget
Dept 752.00-PARKS ADMINISTRATION				
101-752.00-703.000	SALARIES	109,100	0	109,100
101-752.00-703.010	OVERTIME	1,000	0	1,000
101-752.00-704.001	PARK COMMISSION COMPENSATION	5,460	(180)	5,280
101-752.00-715.000	SOCIAL SECURITY/MEDICARE	8,840	0	8,840
101-752.00-716.000	HEALTH INSURANCE	11,590	(330)	11,260
101-752.00-716.010	DENTAL INSURANCE	1,140	0	1,140
101-752.00-717.000	LIFE INSURANCE	550	0	550
101-752.00-718.000	PENSION CONTRIBUTION	10,910	0	10,910
101-752.00-719.000	DISABILITY INSURANCE	830	0	830
101-752.00-724.000	WORKERS COMP INSUR	2,000	0	2,000
101-752.00-726.000	OFFICE SUPPLIES	2,000	0	2,000
101-752.00-802.000	MEMBERSHIPS,DUES,SUBS	1,000	0	1,000
101-752.00-803.000	POSTAGE	1,500	0	1,500
101-752.00-818.000	CONTRACTUAL SERVICES	7,500	0	7,500
101-752.00-853.000	TELEPHONE/COMMUNICATIONS	7,550	0	7,550
101-752.00-956.000	MISCELLANEOUS	6,000	0	6,000
101-752.00-960.000	EDUCATION & TRAINING	5,000	0	5,000
101-752.00-967.000	MASTER PLAN RESEARCH	1,000	0	1,000
Totals for dept 752.00-PARKS ADMINISTRATION		182,970	(510)	182,460
Dept 771.00-PARKS				
101-771.00-703.000	SALARIES	52,200	(52,200)	0
101-771.00-703.005	PART TIME HELP	76,500	41,790	118,290
101-771.00-703.010	OVERTIME	2,400	1,600	4,000
101-771.00-703.051	SEASONAL LABOR	94,700	4,000	98,700
101-771.00-715.000	SOCIAL SECURITY/MEDICARE	17,290	(500)	16,790
101-771.00-716.000	HEALTH INSURANCE	16,800	(16,800)	0
101-771.00-716.010	DENTAL INSURANCE	1,770	(1,770)	0
101-771.00-717.000	LIFE INSURANCE	270	(270)	0
101-771.00-718.000	PENSION CONTRIBUTION	5,220	(5,220)	0
101-771.00-719.000	DISABILITY INSURANCE	400	(400)	0
101-771.00-724.000	WORKERS COMP INSUR	5,770	0	5,770
101-771.00-725.000	CLOTHING/CLEANING ALLOWANCE	2,500	0	2,500
101-771.00-730.000	GASOLINE	10,500	0	10,500
101-771.00-748.000	TOOLS	2,500	0	2,500
101-771.00-775.001	EQUIPMENT & SUPPLIES	8,000	0	8,000
101-771.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	500	0	500
101-771.00-818.000	CONTRACTUAL SERVICES	28,300	11,700	40,000
101-771.00-921.030	UTILITIES - WATER	5,500	3,200	8,700
101-771.00-921.035	UTILITIES - SEWER	2,100	2,200	4,300
101-771.00-921.040	UTILITIES - ELECTRIC	36,300	0	36,300
101-771.00-921.045	UTILITIES - GAS	4,250	0	4,250
101-771.00-930.000	BLDG & GRDS MAINT & REPAIRS	15,000	8,000	23,000
101-771.00-930.010	GROUNDS MAINTENANCE & REPAIRS	15,000	5,000	20,000

GL NUMBER	DESCRIPTION	2013		2013
		Amended Budget	Budget Request #2	Amended Budget
101-771.00-930.020	EQUIPMENT MAIN & REPAIR	10,000	0	10,000
101-771.00-931.000	VEHICLE REPAIR/MAINTENANCE	5,000	0	5,000
101-771.00-956.000	MISCELLANEOUS	2,000	0	2,000
101-771.00-970.000	CAPITAL OUTLAY	79,000	4,000	83,000
Totals for dept 771.00-PARKS		499,770	4,330	504,100

Dept 774.00-RECREATION

101-774.00-703.000	SALARIES	52,200	0	52,200
101-774.00-715.000	SOCIAL SECURITY/MEDICARE	3,400	600	4,000
101-774.00-716.000	HEALTH INSURANCE	5,800	7,460	13,260
101-774.00-716.010	DENTAL INSURANCE	1,070	(100)	970
101-774.00-717.000	LIFE INSURANCE	270	0	270
101-774.00-718.000	PENSION CONTRIBUTION	5,220	0	5,220
101-774.00-719.000	DISABILITY INSURANCE	400	0	400
101-774.00-724.000	WORKERS COMP INSUR	1,370	50	1,420
101-774.00-739.000	T-SHIRTS & UNIFORMS	15,000	0	15,000
101-774.00-739.001	AWARDS & TROPHIES	2,500	0	2,500
101-774.00-775.001	EQUIPMENT & SUPPLIES	15,500	0	15,500
101-774.00-802.001	ASA MEN'S FEES-SOFTBALL	1,320	0	1,320
101-774.00-802.002	ADULT SOFTBALL UMPIRES	14,400	0	14,400
101-774.00-809.000	SENIOR CITIZEN TRIPS	25,000	0	25,000
101-774.00-812.000	RECREATION ENTRY FEES	1,300	0	1,300
101-774.00-818.000	CONTRACTUAL SERVICES	19,860	(4,000)	15,860
101-774.00-910.001	ASA FIELD INSURANCE	300	0	300
101-774.00-956.000	MISCELLANEOUS	500	0	500
101-774.00-956.040	SPECIAL EVENTS	4,000	0	4,000
Totals for dept 774.00-RECREATION		169,410	4,010	173,420

Dept 850.00-OTHER FUNCTIONS

101-850.00-714.000	RETIREE'S BENEFITS	190,200	0	190,200
101-850.00-720.000	UNEMPLOYMENT-REIMBURSEMENT	5,000	0	5,000
101-850.00-726.000	OFFICE SUPPLIES	8,000	0	8,000
101-850.00-801.000	LEGAL FEES	15,000	2,000	17,000
101-850.00-803.000	POSTAGE	10,000	0	10,000
101-850.00-818.000	CONTRACTUAL SERVICES	67,000	(10,000)	57,000
101-850.00-902.001	NEWSLETTER	6,600	(2,200)	4,400
101-850.00-910.000	INSURANCE & BONDS	51,500	(2,500)	49,000
101-850.00-930.020	EQUIPMENT MAIN & REPAIR	11,000	0	11,000
101-850.00-941.000	OFFICE EQUIPMENT LEASE	2,300	800	3,100
101-850.00-956.000	MISCELLANEOUS	30,000	0	30,000
101-850.00-960.005	GROUP EDUCATION & TRAINING	3,000	0	3,000
101-850.00-964.000	TAX ADJUSTMENTS TO COUNTY/TWP	12,000	0	12,000
101-850.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	1,500	0	1,500
101-850.00-999.206	TRANSFER OUT TO FIRE FUND	557,100	82,310	639,410
101-850.00-999.207	TRANSFER OUT TO POLICE FUND	1,299,800	(4,470)	1,295,330
Totals for dept 850.00-OTHER FUNCTIONS		2,270,000	65,940	2,335,940

GL NUMBER	DESCRIPTION	2013 Amended Budget	Budget Request #2	2013 Amended Budget
Dept 905.00-DEBT SERVICE				
101-905.00-991.200	PRINCIPAL - VALHALLA PARK 2	33,340	0	33,340
101-905.00-995.200	INTEREST - VALHALLA PARK 2	7,570	0	7,570
Totals for dept 905.00-DEBT SERVICE		40,910	0	40,910
TOTAL APPROPRIATIONS		7,493,810	(356,890)	7,136,920
NET OF REVENUES/APPROPRIATIONS - FUND 101		(92,430)	221,130	128,700
BEGINNING FUND BALANCE		5,383,511		5,383,511
ENDING FUND BALANCE		5,291,081		5,512,211

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 11, 2013

RE: Amendment No. 2 to Resolution No. 2012-014 – FY 2013 Sewer Fund Budget

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-014 for the FY 2013 Sewer Fund Budget.

Revenues are projected to increase by \$75,750 primarily due to an increase in sewer permits and fees.

Changes in expenditures include an increase in Administration of \$6,180, an increase in the Department of Public Services of \$58,990 and a decrease in Capital Improvements of \$15,000 for a total increase in expenditures of \$50,170.

Altogether the year-end fund balance will increase by \$25,580 from \$33,751,711 to \$33,777,291.

RECOMMENDED MOTION:

To adopt Amendment No. 2 to Resolution No. 2012-014 for the Fiscal Year 2013 Sewer Fund Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-014
 F.Y. 2013 SEWER FUND BUDGET
 AMENDMENT NO. 2

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013, at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 Sewer Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Revenue				
Licenses and Permits	57,500	-	73,500	131,000
Charges for Services	5,320,310	-	3,980	5,324,290
Interest	22,000	-	(6,000)	16,000
Other	41,970	-	4,670	46,640
Total Revenue	\$ 5,441,780	\$ -	\$ 76,150	\$ 5,517,930
Expenditures				
Public Works				
Administration	652,450	-	6,180	658,630
Public Services	2,982,260	-	58,990	2,930,880
Capital Outlay	275,000	520,000	(15,000)	890,370
General Obligation Debt	1,767,600	-	-	1,767,600
Total Expenditures	5,677,310	520,000	50,170	6,247,480
Other Financing Sources (Uses)				
Sale of Fixed Assets	27,000	-	(400)	26,600
Total Other Financing Sources (Uses)	27,000	-	(400)	26,600
Revenues Over (Under) Expenditures	(208,530)	(520,000)	25,580	(702,950)
Fund Balance, Beginning	34,480,241			34,480,241
Fund Balance, Ending	\$ 34,271,711			\$ 33,777,291

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
Fund 590 - SEWAGE DISPOSAL SYSTEM				
ESTIMATED REVENUES				
590-000.00-607.000	SEWER USER CHARGES	3,510,860	5,250	3,516,110
590-000.00-609.000	BASIC SERVICE CHARGE	1,761,860	3,120	1,764,980
590-000.00-610.000	INDUSTRIAL PRETREATMENT CHARGE	47,590	(4,390)	43,200
590-000.00-626.000	SEWER PERMITS/FEES	57,500	73,500	131,000
590-000.00-664.000	INTEREST	9,000	(6,000)	3,000
590-000.00-664.080	OTHER SPEC ASSM INTEREST	1,900	0	1,900
590-000.00-670.000	RENTAL OF FARMLAND	11,100	0	11,100
590-000.00-673.000	SALE OF FIXED ASSETS	27,000	(400)	26,600
590-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	22,980	0	22,980
590-000.00-694.000	MISCELLANEOUS REVENUE	18,990	4,670	23,660
TOTAL ESTIMATED REVENUES		5,468,780	75,750	5,544,530
Expenditures				
Dept 548.00-ADMINISTRATION & OVERHEAD				
590-548.00-705.000	BOARD OF APPEALS-PER DIEM	600	0	600
590-548.00-714.000	RETIREE'S BENEFITS	130,820	0	130,820
590-548.00-720.000	UNEMPLOYMENT REIMB	0	2,000	2,000
590-548.00-726.000	OFFICE SUPPLIES	1,500	(750)	750
590-548.00-801.000	LEGAL FEES	10,000	0	10,000
590-548.00-803.000	POSTAGE	33,960	0	33,960
590-548.00-807.000	AUDIT FEES	8,570	4,280	12,850
590-548.00-818.000	CONTRACTUAL SERVICES	10,650	3,700	14,350
590-548.00-902.000	PUBLISHING/LEGAL NOTICES	1,000	0	1,000
590-548.00-910.000	INSURANCE & BONDS	68,900	(3,050)	65,850
590-548.00-956.000	MISCELLANEOUS	1,000	0	1,000
590-548.00-960.000	EDUCATION & TRAINING	1,000	0	1,000
590-548.00-999.040	GENERAL FUND COST ALLOCATION	384,450	0	384,450
Totals for dept 548.00-ADMINISTRATION & OVERHEAD		652,450	6,180	658,630
Dept 558.00-DEPT OF PUBLIC SERVICE				
590-558.00-703.000	SALARIES	782,920	14,140	797,060
590-558.00-703.005	PART TIME HELP	95,510	0	95,510
590-558.00-703.010	OVERTIME	80,520	(4,200)	76,320
590-558.00-715.000	SOCIAL SECURITY/MEDICARE	74,730	560	75,290
590-558.00-716.000	HEALTH INSURANCE	201,560	(18,230)	183,330
590-558.00-716.010	DENTAL INSURANCE	23,260	(1,990)	21,270
590-558.00-717.000	LIFE INSURANCE	3,990	80	4,070
590-558.00-718.000	PENSION CONTRIBUTION	79,280	1,420	80,700
590-558.00-719.000	DISABILITY INSURANCE	5,950	110	6,060
590-558.00-724.000	WORKERS COMP	18,980	310	19,290
590-558.00-726.000	OFFICE SUPPLIES	5,500	0	5,500
590-558.00-728.000	CERTIFICATION	1,200	0	1,200
590-558.00-730.000	GASOLINE	42,390	1,010	43,400
590-558.00-732.000	FUEL OIL	6,000	0	6,000
590-558.00-734.000	UNIFORMS	15,700	0	15,700
590-558.00-740.010	COMPUTER EXPENSES	31,000	0	31,000

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
590-558.00-741.000	OTHER OPERATING EXPENSES	14,600	3,400	18,000
590-558.00-742.000	LABORATORY SUPPLIES	32,000	0	32,000
590-558.00-743.000	TREATMENT CHEMICALS	200,000	0	200,000
590-558.00-745.000	OFF-SITE LAB TESTING	32,500	0	32,500
590-558.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	18,500	0	18,500
590-558.00-805.000	ENGINEERING SERVICES	20,000	20,000	40,000
590-558.00-818.000	CONTRACTUAL SERVICES	4,240	0	4,240
590-558.00-818.015	CONTRACTUAL SERV-SAFETY PGM	2,000	0	2,000
590-558.00-818.220	SLUDGE HAULING	122,000	0	122,000
590-558.00-818.225	SOLID WASTE DISPOSAL	33,050	10,000	43,050
590-558.00-853.000	TELEPHONE/COMMUNICATIONS	25,460	14,120	39,580
590-558.00-921.030	UTILITIES - WATER	33,720	(18,570)	15,150
590-558.00-921.035	UTILITIES - SEWER	2,970	(570)	2,400
590-558.00-921.040	UTILITIES - ELECTRIC	282,910	0	282,910
590-558.00-921.045	UTILITIES - GAS	71,370	0	71,370
590-558.00-928.000	REGULATORY FEES	16,260	(3,000)	13,260
590-558.00-930.000	BUILDING MAINTENANCE & REPAIRS	22,300	2,200	24,500
590-558.00-930.015	REPAIRS & MAINTENANCE - L.S.	34,000	21,000	55,000
590-558.00-930.016	REPAIRS & MAINTENANCE - C.S.	70,000	0	70,000
590-558.00-930.020	EQUIPMENT MAIN & REPAIR	94,050	0	94,050
590-558.00-930.040	BLDG MAIN & REPAIR-CONTRACTED	120,950	0	120,950
590-558.00-930.050	EQUIPMENT MAIN/REPR-CONTRACTED	90,690	0	90,690
590-558.00-931.000	VEHICLE REPAIR/MAINTENANCE	11,300	0	11,300
590-558.00-956.000	MISCELLANEOUS	5,700	0	5,700
590-558.00-956.005	COMMUNITY OUTREACH PROGRAMS	13,900	(2,720)	11,180
590-558.00-960.000	EDUCATION & TRAINING	26,000	(2,500)	23,500
590-558.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	300	50	350
590-558.00-970.000	CAPITAL OUTLAY	88,000	22,370	110,370
590-558.00-981.000	REPLACEMENT FUND ALLOCATION	25,000	0	25,000
Totals for dept 558.00-DEPT OF PUBLIC SERVICE		2,982,260	58,990	3,041,250
Dept 578.01-CAPITAL IMPROVEMENTS				
590-578.01-805.310	SEWER REHAB PROGRAM-ENGINEE	20,000	0	20,000
590-578.01-805.331	LIFT STATION D ENGINEERING	250,000	(100,000)	150,000
590-578.01-805.334	P.T. RD LS & CONTROL UPGRADES ENG	5,000	0	5,000
590-578.01-805.335	EIFERT RD FORCE MAIN REPL ENG	0	25,000	25,000
590-578.01-976.310	SEWER REHAB PROGRAM-CONSTR	200,000	0	200,000
590-578.01-976.331	LIFT STATION D CONSTRUCTION	270,000	0	270,000
590-578.01-976.334	P.T. RD LS & CONTROL UPGRADES	50,000	0	50,000
590-578.01-976.335	EIFERT RD FORCE MAIN REPL CONSTR	0	60,000	60,000
Totals for dept 578.01-CAPITAL IMPROVEMENTS		795,000	(15,000)	780,000
Dept 588.01-G.O. BOND INDEBTEDNESS				
590-588.01-991.000	PRINCIPAL	1,237,500	0	1,237,500
590-588.01-995.000	INTEREST	528,600	0	528,600
590-588.01-999.000	PAYING AGENT FEES	1,500	0	1,500
Totals for dept 588.01-G.O. BOND INDEBTEDNESS		1,767,600	0	1,767,600
TOTAL APPROPRIATIONS		5,677,310	50,170	6,247,480
NET OF REVENUES/APPROPRIATIONS - FUND 590		(208,530)	25,580	(702,950)
BEGINNING FUND BALANCE		34,480,241		34,480,241
ENDING FUND BALANCE		34,271,711		33,777,291

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Amendment No. 1 to Resolution No. 2012-016 – FY 2013 Fire Fund Budget

Enclosed for your review and approval is Amendment No. 1 to Resolution No. 2012-016 for the FY 2013 Fire Fund Budget.

Revenues are projected to decrease by \$98,460 primarily due to the reduction in the SAFER Grant received while expenditures are expected to decrease a total of \$16,150.

In order to maintain a zero fund balance, a transfer of \$82,310 from the General Fund into the Fire Fund is needed.

Recommended Motion:

To adopt Amendment No. 1 to Resolution No. 2012-016 for the FY 2013 Fire Fund Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-016
 F.Y. 2013 FIRE FUND BUDGET
 AMENDMENT NO. 1

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013, at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 Fire Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
TAXES	1,015,650	\$ 470	\$ 1,016,120
GRANTS AND REVENUE SHARING	150,000	(110,000)	40,000
OTHER REVENUE	197,700	11,070	208,770
Revenue	<u>1,363,350</u>	<u>(98,460)</u>	<u>1,264,890</u>
Expenditures			
Public Safety	1,920,450	(16,150)	1,904,300
Total Expenditures	<u>1,920,450</u>	<u>(16,150)</u>	<u>1,904,300</u>
Other Financing Sources			
Transfer In from General Fund	557,100	82,310	639,410
Total Other Financing Sources (Uses)	<u>557,100</u>	<u>82,310</u>	<u>639,410</u>
Revenues Over (Under) Expenditures	-	-	-
Fund Balance, Beginning	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted on .

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #1	2013 AMENDED BUDGET
Fund 206 - FIRE FUND				
ESTIMATED REVENUES				
206-000.00-403.000	CUR REAL & PERS PROP TAX	1,004,150	1,000	1,005,150
206-000.00-404.000	IFT/CFT & SERVICE FEES	9,400	0	9,400
206-000.00-445.000	DELQ TAX	2,000	(500)	1,500
206-000.00-445.005	DELINQUENT INTEREST & PENALTY	100	(30)	70
206-000.00-505.000	FEDERAL GRANT	150,000	(110,000)	40,000
206-000.00-675.030	DONATIONS FOR FIRE DEPT.	1,000	(750)	250
206-000.00-675.031	DONATIONS FOR 911 MEMORIAL	0	250	250
206-000.00-686.000	TRAINING REIMB FROM FETA FUND	189,700	1,570	191,270
206-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	7,000	10,000	17,000
206-000.00-699.150	TRANSFER IN FROM GENERAL FUND	557,100	82,310	639,410
TOTAL ESTIMATED REVENUES		1,920,450	(16,150)	1,904,300

EXPENDITURES

Dept 336.00-FIRE DEPARTMENT

206-336.00-703.000	SALARIES	781,950	10,520	792,470
206-336.00-703.005	PART TIME HELP	42,450	17,400	59,850
206-336.00-703.007	LONGEVITY	1,350	0	1,350
206-336.00-703.010	OVERTIME	153,520	(39,220)	114,300
206-336.00-703.011	HOLIDAY PAY	21,600	0	21,600
206-336.00-703.019	SALARIES-SAFER GRANT	50,150	30	50,180
206-336.00-705.000	BOARD OF APPEALS-PER DIEM	0	500	500
206-336.00-709.000	VOLUNTEER FIREMENS SALARIES	120,600	(22,800)	97,800
206-336.00-709.019	VOLUNTEER FF-SAFER GRANT	46,620	0	46,620
206-336.00-714.000	RETIREE'S BENEFITS	55,400	2,740	58,140
206-336.00-715.000	SOCIAL SECURITY/MEDICARE	94,900	(2,080)	92,820
206-336.00-716.000	HEALTH INSURANCE	159,240	(4,760)	154,480
206-336.00-716.010	DENTAL INSURANCE	15,400	(1,950)	13,450
206-336.00-716.019	HEALTH INSURANCE-SAFER GRANT	15,650	(380)	15,270
206-336.00-716.119	DENTAL INSURANCE-SAFER GRANT	1,750	(130)	1,620
206-336.00-717.000	LIFE INSURANCE	3,970	50	4,020
206-336.00-717.019	LIFE INSURANCE-SAFER GRANT	260	0	260
206-336.00-718.000	PENSION CONTRIBUTION	77,730	1,050	78,780
206-336.00-718.019	PENSION CONTRIBUTION-SAFER GRANT	5,020	0	5,020
206-336.00-719.000	DISABILITY INSURANCE	7,870	(1,880)	5,990

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #1	2013 AMENDED BUDGET
206-336.00-719.019	DISABILITY INSURANCE-SAFER GRANT	390	0	390
206-336.00-720.000	UNEMPLOYMENT-REIMBURSEMENT	800	25,030	25,830
206-336.00-724.000	WORKERS COMP INSUR	25,830	(1,360)	24,470
206-336.00-724.019	WORKER COMP-SAFER GRANT	1,230	(140)	1,090
206-336.00-725.000	CLOTHING/CLEANING ALLOWANCE	6,200	(300)	5,900
206-336.00-726.000	OFFICE SUPPLIES	2,700	0	2,700
206-336.00-730.000	GASOLINE	25,200	1,800	27,000
206-336.00-734.000	UNIFORMS	6,000	0	6,000
206-336.00-760.000	MEDICAL SUPPLIES	22,500	0	22,500
206-336.00-801.000	LEGAL FEES	10,000	(9,000)	1,000
206-336.00-802.000	MEMBERSHIPS,DUES,SUBS	4,250	0	4,250
206-336.00-804.000	PHYSICALS	10,500	0	10,500
206-336.00-807.000	AUDIT FEES	1,500	0	1,500
206-336.00-818.000	CONTRACTUAL SERVICES	32,000	(4,120)	27,880
206-336.00-853.000	TELEPHONE/COMMUNICATIONS	5,800	0	5,800
206-336.00-884.019	ADVERTISING-SAFER GRANT	0	12,000	12,000
206-336.00-910.000	INSURANCE & BONDS	57,280	0	57,280
206-336.00-921.030	UTILITIES - WATER	420	0	420
206-336.00-921.035	UTILITIES - SEWER	400	0	400
206-336.00-921.040	UTILITIES - ELECTRIC	1,370	0	1,370
206-336.00-921.045	UTILITIES - GAS	1,650	850	2,500
206-336.00-930.000	BLDG & GRDS MAINT & REPAIRS	7,500	0	7,500
206-336.00-956.000	MISCELLANEOUS	7,000	0	7,000
206-336.00-960.000	EDUCATION & TRAINING	7,500	0	7,500
206-336.00-960.001	FIRE PREVENTION	5,000	0	5,000
206-336.00-960.019	EDUCATION & TRAINING-SAFER GRANT	22,000	0	22,000
Totals for dept 336.00-FIRE DEPARTMENT		1,920,450	(16,150)	1,904,300
NET OF REVENUES/EXPENDITURES - FUND 206		0	0	0
BEGINNING FUND BALANCE		0		0
ENDING FUND BALANCE		0		0

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Amendment No. 2 to Resolution No. 2012-017 – FY 2013 Fire Equipment, Training and Apparatus Fund Budget

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-017 for the FY 2013 Fire Equipment, Training and Apparatus Fund Budget.

Revenues are expected to increase by \$1,650 primarily due to an increase in property tax revenue while expenditures are expected to increase by \$3,070 for additional education and training.

The net result of these changes will be a decrease in fund balance of \$1,420 changing the ending fund balance from \$192,012 to \$190,592.

RECOMMENDED MOTION:

To adopt Amendment No. 2 to Resolution No. 2012-017 for the Fiscal Year 2013 Fire Equipment, Training and Apparatus Fund Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-017
 F.Y. 2013 FETA FUND BUDGET
 AMENDMENT NO. 2

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013, at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 FETA Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Taxes	\$ 336,850		\$ 3,750	\$ 340,600
Interest	250		(100)	150
Revenue	337,100	-	3,650	340,750
Expenditures				
Public Safety	309,110		3,070	312,180
Capital Outlay	120,000	49,650	-	169,650
Total Expenditures	429,110	49,650	3,070	481,830
Other Financing Sources (Uses)				
Sale of Capital Assets	2,000	-	(2,000)	-
Revenues Over (Under) Expenditures	(90,010)	(49,650)	(1,420)	(141,080)
Fund Balance, Beginning	331,672			331,672
Fund Balance, Ending	<u>\$ 241,662</u>			<u>\$ 190,592</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
Fund 211 - FIRE EQUIP. & APPARATUS FUND				
ESTIMATED REVENUES				
211-000.00-403.000	CUR REAL & PERS PROP TAX	333,000	3,800	336,800
211-000.00-404.000	IFT/CFT & SERVICE FEES	3,100	0	3,100
211-000.00-445.000	DELQ TAX	700	(50)	650
211-000.00-445.005	DELINQUENT INTEREST & PENALTY	50	0	50
211-000.00-664.000	INTEREST	250	(100)	150
211-000.00-673.000	SALE OF FIXED ASSETS	2,000	(2,000)	0
TOTAL ESTIMATED REVENUES		339,100	1,650	340,750
Expenditures				
Dept 339.00-EQUIPMENT & APPARATUS				
211-339.00-734.001	FIRE TURNOUT GEAR MAINT AND REPAIR	7,000	0	7,000
211-339.00-734.002	FIREFIGHTING TURNOUT GEAR	10,500	0	10,500
211-339.00-755.000	FIRE FIGHTING EQUIP & SUPPLIES	11,000	0	11,000
211-339.00-851.000	RADIO REPAIR & MAINTENANCE	14,560	0	14,560
211-339.00-930.020	EQUIPMENT MAIN & REPAIR	13,000	0	13,000
211-339.00-931.000	VEHICLE REPAIR/MAINTENANCE	29,850	0	29,850
211-339.00-955.000	TRAINING REIMB TO FIRE FUND	189,700	1,570	191,270
211-339.00-956.000	MISCELLANEOUS	5,000	0	5,000
211-339.00-960.000	EDUCATION & TRAINING	25,500	4,500	30,000
211-339.00-960.015	EDUCATION & TRAIN-SAFETY PGM.	3,000	(3,000)	0
211-339.00-970.000	CAPITAL OUTLAY	20,000	0	20,000
211-339.00-981.020	VEHICLES-AMBULANCE	120,650	0	120,650
211-339.00-981.030	VEHICLES-UTILITY/PICKUPS, ETC.	29,000	0	29,000
Totals for dept 339.00-EQUIPMENT & APPARATUS		478,760	3,070	481,830
NET OF REVENUES/APPROPRIATIONS - FUND 211		(139,660)	(1,420)	(141,080)
BEGINNING FUND BALANCE		331,672		331,672
ENDING FUND BALANCE		192,012		190,592

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Amendment No. 1 to Resolution No. 2012-018 – FY 2013 Police Fund Budget

Enclosed for your review and approval is Amendment No. 1 to Resolution No. 2012-018 for the FY 2013 Police Fund Budget.

Revenues are projected to increase by \$4,470 primarily from an increase in motor vehicle fines. In order to maintain a zero fund balance, a decrease of \$4,470 in the transfer from the General Fund into the Police Fund is needed.

Recommended Motion:

To adopt Amendment No. 1 to Resolution No. 2012-018 for the Fiscal Year 2013 Police Fund Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-018
 F.Y. 2013 POLICE FUND BUDGET
 AMENDMENT NO. 1

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013 at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 Police Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
Taxes	\$ 1,015,650	\$ 470	\$ 1,016,120
Fines and Forfeitures	51,000	4,000	55,000
Revenue	<u>1,066,650</u>	<u>4,470</u>	<u>1,071,120</u>
Expenditures			
Public Safety	2,366,450	-	2,366,450
Total Expenditures	<u>2,366,450</u>	<u>-</u>	<u>2,366,450</u>
Other Financing Sources			
Transfer In from General Fund	1,299,800	(4,470)	1,295,330
Total Other Financing Sources (Uses)	<u>1,299,800</u>	<u>(4,470)</u>	<u>1,295,330</u>
Revenues Over (Under) Expenditures	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular Township Board meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #1	2013 AMENDED BUDGET
Fund 207 - POLICE FUND				
REVENUES				
207-000.00-403.000	CUR REAL & PERS PROP TAX	1,004,150	1,000	1,005,150
207-000.00-404.000	IFT/CFT & SERVICE FEES	9,400	0	9,400
207-000.00-445.000	DELQ TAX	2,000	(500)	1,500
207-000.00-445.005	DELINQUENT INTEREST & PENALTY	100	(30)	70
207-000.00-655.000	MOTOR VEHICLE ORDINANCE FINES	51,000	4,000	55,000
207-000.00-699.150	TRANSFER IN FROM GENERAL FUND	1,299,800	(4,470)	1,295,330
TOTAL REVENUES		2,366,450	0	2,366,450
EXPENDITURES				
Dept 301.00-POLICE				
207-301.00-801.000	LEGAL FEES	30,000	0	30,000
207-301.00-818.000	CONTRACTUAL SERVICES	2,336,450	0	2,336,450
Total		2,366,450	0	2,366,450
TOTAL REVENUES		2,366,450		2,366,450
TOTAL EXPENDITURES		2,366,450		2,366,450
NET OF REVENUES & EXPENDITURES		0		0

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Amendment No. 1 to Resolution No. 2012-019 – FY 2013
Downtown Development Authority Budget

Enclosed for your review and approval is Amendment No. 1 to Resolution No. 2012-019 for the FY 2013 Downtown Development Authority Budget.

Revenues are projected to increase by \$161,160 primarily due to an increase in property tax revenue along with the sale of property (Other Financing Sources) while changes in expenditures include an increase in Administration of \$18,870, a decrease in Marketing of \$7,880, an increase in Infrastructure of \$42,020, an increase in Other Functions of \$5,130 for a total increase in expenditures of \$58,140.

These changes result in an increase of \$103,020 to fund balance. Therefore, fund balance will increase from \$927,205 to \$1,030,225.

Recommended Motion:

To adopt Amendment No. 1 to Resolution No. 2012-019 for the FY 2013 Downtown Development Authority Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-019
 F.Y. 2013 DOWNTOWN DEVELOPMENT AUTHORITY FUND BUDGET
 AMENDMENT NO. 1

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013 at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 DDA Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
Taxes	\$ 2,059,800	\$ 124,450	\$ 2,184,250
Grants	-	11,650	11,650
Interest and rentals	7,500	-	7,500
Charges for Services	16,700	-	16,700
Other	25,490	(16,190)	9,300
Revenue	<u>2,109,490</u>	<u>119,910</u>	<u>2,229,400</u>
Expenditures			
Community and Economic Development			
Administration	110,580	18,870	129,450
Marketing & Promotion	155,000	(7,880)	147,120
CCRP Program	75,000	-	75,000
Other Functions	228,740	5,130	233,870
Infrastructure Projects	45,000	42,020	87,020
Capital Outlay	74,740	-	74,740
Debt Service	136,600	-	136,600
Total Expenditures	<u>825,660</u>	<u>58,140</u>	<u>883,800</u>
Other Financing Sources (Uses)			
Sale of Assets	-	41,250	41,250
Transfer to DDA Debt Service Funds	(1,283,830)	-	(1,283,830)
Total Other Financing Sources (Uses)	<u>(1,283,830)</u>	<u>41,250</u>	<u>(1,242,580)</u>
Revenues Over (Under) Expenditures	-	103,020	103,020
Fund Balance, Beginning	927,205	-	927,205
Fund Balance, Ending	<u>\$ 927,205</u>	<u>\$ -</u>	<u>\$ 1,030,225</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #1	AMENDED BUDGET	NOTES
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
ESTIMATED REVENUES					
248-000.00-403.005	CURR PROP TAXES-AD VAL.	1,988,500	119,150	2,107,650	
248-000.00-404.005	IFT/CFT CAPTURED TAX REV	59,500	5,300	64,800	
248-000.00-445.000	DELQ TAX	11,000	0	11,000	
248-000.00-445.005	DELINQ INTER & PENALTY	800	0	800	
248-000.00-570.000	STATE GRANTS-MISC	0	11,650	11,650	Double Up Bucks & Mobile Kitchen
248-000.00-664.000	INTEREST	4,000	0	4,000	
248-000.00-669.020	COMM TOWER LEASE FEE	16,700	0	16,700	
248-000.00-670.010	RENT-FARMERS MARKET	3,500	0	3,500	
248-000.00-672.040	GREASE LOAN	4,500	0	4,500	
248-000.00-673.000	SALE OF FIXED ASSETS	0	41,250	41,250	Sale of Property
248-000.00-686.643	REIMB FROM LSR FUND	16,190	(16,190)	0	
248-000.00-687.000	REFUNDS/REBATE/REIMB	4,800	0	4,800	
TOTAL ESTIMATED REVENUES		2,109,490	161,160	2,270,650	
Expenditures					
Dept 728.00-DDA ADMINISTRATION					
248-728.00-703.005	PART TIME HELP	78,530	0	78,530	
248-728.00-715.000	SOCIAL SECURITY/MEDICARE	2,430	(1,290)	1,140	
248-728.00-718.000	PENSION CONTRIBUTION	1,740	620	2,360	
248-728.00-724.000	WORKERS COMP	330	0	330	
248-728.00-726.000	OFFICE SUPPLIES	1,200	0	1,200	
248-728.00-801.000	LEGAL FEES	5,500	9,500	15,000	Sale of Property
248-728.00-802.005	DUES AND SUBSCRIPTIONS	850	240	1,090	
248-728.00-803.000	POSTAGE	250	0	250	
248-728.00-807.000	AUDIT FEES	2,050	0	2,050	
248-728.00-818.000	CONTRACTUAL SERVICES	2,000	0	2,000	
248-728.00-853.000	TELEPHONE/COMMUNICATIONS	3,700	(600)	3,100	
248-728.00-870.000	MILEAGE	300	0	300	
248-728.00-902.005	PRINTING AND PUBLISHING	300	0	300	
248-728.00-910.000	INSURANCE & BONDS	3,800	0	3,800	
248-728.00-930.000	BUILDING MAINT & REPAIRS	5,000	10,000	15,000	
248-728.00-956.000	MISCELLANEOUS	600	400	1,000	
248-728.00-960.000	EDUCATION & TRAINING	2,000	0	2,000	
Totals for dept 728.00-DDA ADMINISTRATION		110,580	18,870	129,450	
Dept 729.00-DDA MARKETING & PROMOTION					
248-729.00-703.005	PART TIME HELP	0	16,750	16,750	
248-729.00-715.000	SS/MEDICARE	0	1,290	1,290	
248-729.00-724.000	WORKERS COMP	0	80	80	
248-729.00-884.000	DDA ADVERTISING	108,000	(12,000)	96,000	
248-729.00-888.000	FARMERS MARKET	35,000	(15,500)	19,500	
248-729.00-888.002	DOUBLE UP BUCKS	0	1,500	1,500	
248-729.00-956.000	MISCELLANEOUS	12,000	0	12,000	
Totals for dept 729.00-DDA MARKETING & PROMOTION		155,000	(7,880)	147,120	
Totals for dept 730.00-COMM REHAB REBATE PGM					
		75,000	0	75,000	

	2013	BUDGET	AMENDED	
Dept 731.00-DDA INFRASTRUCTURE PROJECTS				
248-731.00-933.000	STREETSCAPE REPR & MAINT	25,000	0	25,000
248-731.00-933.010	SIDEWALK REPAIR & MAINT	5,000	(5,000)	0
248-731.00-956.000	MISCELLANEOUS	5,000	0	5,000
248-731.00-969.000	STREET IMPROVEMENTS	10,000	(10,000)	0
248-731.00-974.010	NON-MOTORIZED PATHWAYS	0	57,020	57,020

Totals for dept 731.00-DDA INFRASTRUCTURE PROJECTS		45,000	42,020	87,020

Final NMT Engineering; Trailhead

Dept 850.00-OTHER FUNCTIONS				
248-850.00-703.000	SALARIES	38,560	580	39,140
248-850.00-703.005	PART TIME HELP	12,630	0	12,630
248-850.00-703.010	OVERTIME	1,970	0	1,970
248-850.00-715.000	SOCIAL SECURITY/MEDICARE	4,130	0	4,130
248-850.00-716.000	HEALTH INSURANCE	9,590	(870)	8,720
248-850.00-716.010	DENTAL INSURANCE	1,110	(100)	1,010
248-850.00-717.000	LIFE INSURANCE	200	0	200
248-850.00-718.000	PENSION CONTRIBUTION	3,860	60	3,920
248-850.00-719.000	DISABILITY INSURANCE	300	0	300
248-850.00-724.000	WORKERS COMP	1,230	0	1,230
248-850.00-730.000	GASOLINE	2,020	0	2,020
248-850.00-818.000	CONTRACTUAL SERVICES	18,670	(210)	18,460
248-850.00-853.000	TELEPHONE/COMMUNICATIONS	100	0	100
248-850.00-921.030	UTILITIES - WATER	1,800	0	1,800
248-850.00-921.035	UTILITIES - SEWER	1,440	(530)	910
248-850.00-921.040	UTILITIES - ELECTRIC	27,840	300	28,140
248-850.00-921.045	UTILITIES - GAS	3,730	0	3,730
248-850.00-930.000	BUILDING MAINT & REPAIRS	4,000	0	4,000
248-850.00-930.020	EQUIPMENT MAIN & REPAIR	2,600	0	2,600
248-850.00-930.021	EQUIPMENT ALLOCATION	3,520	900	4,420
248-850.00-964.000	TAX ADJUSTMENTS TO CO/TWP	0	15,000	15,000
248-850.00-967.025	DDA PROP-DRAIN/TAXES/SAD	14,000	(10,000)	4,000
248-850.00-999.085	CONTRIB T/TWP-ZONING OFFICER	20,000	0	20,000
248-850.00-999.099	CONTRIB T/TWP - COM DEV DIR	27,050	0	27,050
248-850.00-999.543	TRANSFER OUT-BLDG CLERICAL	14,980	0	14,980
248-850.00-999.544	TRANS OUT-PLANNING CLERICAL	13,410	0	13,410

Totals for dept 850.00-OTHER FUNCTIONS		228,740	5,130	233,870

Dept 903.00-CAPITAL OUTLAY-DDA				
248-903.00-971.000	CAPITAL OUTLAY-LAND	74,740	(20,150)	54,590
248-903.00-971.134	CAPITAL OUTLAY-FARMERS MKT		20,150	20,150

Totals for dept 903.00-CAPITAL OUTLAY-DDA		74,740	0	74,740

Mobile kitchen

Dept 905.00-DEBT SERVICE				
248-905.00-991.300	PRINC PAYMT-2003 DDA BONDS	70,000	0	70,000
248-905.00-991.320	PRINC PAYMT-LAND CONTRACT	37,580	0	37,580
248-905.00-995.300	INTER PAYMT-2003 DDA BONDS	19,400	0	19,400
248-905.00-995.320	INTEREST PYMT-LAND CONTRACT	9,320	0	9,320
248-905.00-999.000	PAYING AGENT FEES	300	0	300
248-905.00-999.220	TRANS OUT-392 2008 DDA BONDS	755,800	0	755,800
248-905.00-999.230	TRANS OUT-393 2010 DDA REF BD	528,030	0	528,030

Totals for dept 905.00-DEBT SERVICE		1,420,430	0	1,420,430

TOTAL APPROPRIATIONS	2,109,490	58,140	2,167,630
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NET OF REVENUES/APPROPRIATIONS - FUND 248	0	103,020	103,020
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BEGINNING FUND BALANCE	927,205		927,205
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ENDING FUND BALANCE	927,205		1,030,225
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DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Amendment No. 1 to Resolution No. 2012-020 – FY 2013
Brownfield Redevelopment Authority Fund Budget

Enclosed for your review and approval is Amendment No. 1 to Resolution No. 2012-020 - FY 2013 Brownfield Redevelopment Authority Fund Budget.

Revenues in the Brownfield Authority Fund are projected to decrease by \$200 while expenses are also projected to decrease by \$1,300 in administration and remediation. Therefore, fund balance will increase by \$1,100 from \$4,188 to \$5,288.

Revenues in the Local Site Remediation Fund are projected to increase by \$13,000 due to an increase in property tax revenue while expenditures in this fund are projected to decrease by \$16,340. Therefore, fund balance will increase by \$29,340 from \$141,410 to \$170,750.

RECOMMENDED MOTION:

To adopt Amendment No. 1 to Resolution No. 2012-020 for the FY 2013 Brownfield Redevelopment Authority Fund Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2012-020
 F.Y. 2013 BROWNFIELD FUND BUDGET
 AMENDMENT NO. 1

At a regular meeting of the Delhi Charter Township board held on Tuesday, September 17, 2013, at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 Brownfield Fund Budget as follows:

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
Brownfield Authority			
Revenue			
Taxes	\$ 11,300	\$ (200)	\$ 11,100
Total Revenue	11,300	(200)	11,100
Expenditures			
Community and Economic Development			
Brownfield Administration	6,320	(1,000)	5,320
Remediation	11,300	(300)	11,000
Total Expenditures	17,620	(1,300)	16,320
Revenues Over (Under) Expenditures	(6,320)	1,100	(5,220)
Fund Balance, Beginning	10,508		10,508
Fund Balance, Ending	<u>\$ 4,188</u>		<u>\$ 5,288</u>

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
Local Site Remediation Fund			
Revenue			
Taxes	\$ 163,000	\$ 13,000	\$ 176,000
Total Revenue	163,000	13,000	176,000
Expenditures			
Community and Economic Development			
Brownfield Administration	21,590	(16,340)	5,250
Remediation	-	-	-
Total Expenditures	21,590	(16,340)	5,250
Revenues Over (Under) Expenditures	141,410	29,340	170,750
Fund Balance, Beginning	-		-
Fund Balance, Ending	<u>\$ 141,410</u>		<u>\$ 170,750</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 17th day of September, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 17th day of September, 2013.

EVAN HOPE, TOWNSHIP CLERK

Brownfield Authority		2013	BUDGET	2013 AMENDED
GL NUMBER	DESCRIPTION	BUDGET	REQUEST #1	BUDGET
REVENUES				
243-000.00-403.020	CURR PROP TAXES-2350 CEDAR PLAN #2	9,700	(400)	9,300
243-000.00-403.030	CURR PROP TAXES-BROWNFIELD #3	1,600	200	1,800
TOTAL REVENUES		11,300	(200)	11,100
EXPENDITURES				
Dept 733.00-BROWNFIELD ADMINISTRATION				
243-733.00-801.000	LEGAL FEES	6,000	(1,000)	5,000
243-733.00-807.000	AUDIT FEES	320	-	320
Totals for dept 733.00-BROWNFIELD ADMINISTRATION		6,320	(1,000)	5,320
Dept 734.00-REMEDICATION PLANS				
243-734.00-957.002	REMED PYMTS-2350 CEDAR;PLAN #2	9,700	(450)	9,250
243-734.00-957.003	REMED PYMTS-1953 CEDAR, PLAN #3	1,600	150	1,750
Totals for dept 734.00-REMEDICATION PLANS		11,300	(300)	11,000
TOTAL EXPENDITURES		17,620	(1,300)	16,320
REVENUES OVER (UNDER) EXPENDITURES		(6,320)	1,100	(5,220)
BEGINNING FUND BALANCE		10,508		10,508
ENDING FUND BALANCE		4,188		5,288

Local Site Remediation Fund		2013	BUDGET	2013 AMENDED
GL Number	Description	BUDGET	REQUEST #1	BUDGET
REVENUES				
643-000.00-403.005	CURR PROP TAXES-AD VAL.	163,000	13,000	176,000
TOTAL REVENUES		163,000	13,000	176,000
EXPENDITURES				
643-735.00-801.000	LEGAL FEES	5,000	-	5,000
643-735.00-807.000	AUDIT FEES	350	(150)	200
643-735.00-902.000	PUBLISHING/LEGAL NOTICES	50	-	50
643-735.00-955.248	WAGE/SS REIMB TO DDA	16,190	(16,190)	-
TOTAL EXPENDITURES		21,590	(16,340)	5,250
REVENUES OVER (UNDER) EXPENDITURES		141,410	29,340	170,750
BEGINNING FUND BALANCE		-		-
ENDING FUND BALANCE		141,410		170,750

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 5, 2013

RE: Resolution No. 2013-017 – Application for Industrial Facilities Tax (IFT) Exemption – Fibertec, Inc.

Enclosed for your review and consideration is Resolution No. 2013-017 which would approve the Application for Industrial Facilities Tax (IFT) Exemption for Fibertec, Inc. for their building located at 1914 Holloway Drive. This application is for \$475,000 in new personal property.

A public hearing has been scheduled for September 17th at 7:45 p.m. and a Notice of Hearing was mailed certified to all legislative bodies of each taxing unit that levies ad valorem property taxes within Delhi Township and gives them the opportunity for comments on the application during the public hearing.

Therefore, subsequent to the public hearing, I recommend the Board approve the IFT application for Fibertec, Inc.

Recommended Motion:

To adopt Resolution No. 2013-017 which approves the Application for Industrial Facilities Tax (IFT) Abatement Certificate for Fibertec, Inc.



MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: Thursday, September 05, 2013

RE: Fibertec, Inc. – Tax Abatement (IFT)

Fibertec, Inc. is located at 1914 Holloway Drive. The company initially constructed their building in 2002 and has made consistent reinvestments since that time. In fact, previous IFT applications reveal that Fibertec has invested over \$2 million in new personal property and added over 16 positions in the past eleven years.

At this time, Fibertec is requesting tax abatement (pursuant to Public Act 198 of 1974) for \$475,000 in new personal property investment which will occur over the next two years. The investment includes the purchase of several pieces of new testing equipment. If this request is approved, the abatement would be approximately 50% of the tax on the new personal property for a period of 12 years after construction. The Township and other taxing jurisdictions will continue to collect the un-abated portion of the newly generated tax revenue (the other 50%). Overall, the abatement is expected to represent an incentive of approximately \$77K to the company over the 12 year period and will help them to make the required investment.

The public hearing for this application has been scheduled for the September 17th Board meeting. After the hearing, I would recommend that the Board take action to approve the request. Assuming that occurs, I will finalize the required paperwork and submit it to the State of Michigan. As always, if you have any questions or need additional information, please don't hesitate to ask. Thank you!

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2013-017

A Resolution to Approve the Application of Fibertec, Inc. for Industrial Facilities Exemption Certificate.

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 17th day of September, 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by_____.

WHEREAS, pursuant to 1974 PA 198, as amended, the Township Board created an Industrial Development District (the "Industrial Development District"), with boundaries as outlined in Exhibit A of Resolution No. 2002-021 which includes the property at 1914 Holloway Drive, Holt, MI 48842; and

WHEREAS, the Township Clerk received an Application (the "Application") for an Industrial Facilities Exemption Certificate from Fibertec, Inc. (the "Applicant") on July 23, 2013 with respect to personal property improvements described in the Application (the "Facility") to be acquired and installed within the Industrial Development District; and

WHEREAS, before acting on the Application, the Township Board held a hearing on September 17, 2013 at the Community Services Center, at 7:45 p.m., for which hearing the Applicant, the Township Assessor, the public and a representative of each of the affected taxing units were given written notice, and at which hearing were afforded an opportunity to be heard on the Application; and

WHEREAS, acquisition and installation of the Facility is anticipated to have the reasonable likelihood to retain, create or prevent the loss of employment in Delhi Charter Township; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within Delhi Charter Township, after granting this exemption, will exceed 5% of an amount equal to the sum of the SEV of Delhi Charter Township, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED;

1. The Township Board finds and determines that:
 - a. The granting of the Application under Public Act 198 of 1974, as amended, together with the aggregate amount of Industrial Facilities Tax Exemption Certificates previously granted and

IN WITNESS THEREOF, I have hereunto affixed my official signature this ____ day of September, 2013.

Evan Hope, Township Clerk

APPLICATION FOR
INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

FOR

FIBERTEC, INC.
1914 HOLLOWAY DRIVE
HOLT, MI 48842

13-04

Michigan Department of Treasury
1012 (Rev. 5-07)



Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-2408.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date received by Local Unit 7-23-2013
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Fibertec, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 8734	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1914 Holloway Drive, Holt, MI 48842	1d. City/Township/Village (indicate which) Delhi Township	1e. County Ingham
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Holt	3b. School Code 33070
		4. Amount of years requested for exemption (1-12 Years) 12

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Fibertec's 17,000 square foot facility located in Delhi Township houses an environmental testing laboratory and is the company's corporate headquarters. This application is for the installation of \$475,000 in new testing equipment for Fibertec's environmental testing laboratory. See attached document for list of equipment.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs \$475,000.00
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs \$475,000.00
6c. Total Project Costs * Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	7/1/13	6/30/15	<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements			<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 44	10. No. of new jobs at this facility expected to create within 2 years of completion.
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

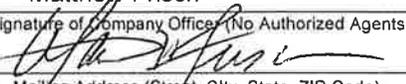
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 6/19/01	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Keleigh Halmich	13b. Telephone Number (517) 699-0345	13c. Fax Number (517) 268-6601	13d. E-mail Address khalmich@fibertec.us
14a. Name of Contact Person Keleigh Halmich	14b. Telephone Number (517) 699-0345	14c. Fax Number (517) 268-6601	14d. E-mail Address khalmich@fibertec.us
▶ 15a. Name of Company Officer (No Authorized Agents) Matthew Frisch			
15b. Signature of Company Officer (No Authorized Agents) 	15c. Fax Number (517) 268-6601	15d. Date 7-23-13	
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1914 Holloway Drive, Holt, MI 48842		15f. Telephone Number (517) 699-0345	15g. E-mail Address mfrisch@fibertec.us

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A If Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A If Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

LEGAL DESCRIPTION OF PROPERTY

Legal Description for Fibertec, 1914 Holloway Dr, Holt, Michigan:

A parcel of land in the Northeast 1/4 of Section 24, T3N, R2W, Delhi Township, Ingham County, Michigan, said parcel described as; Commencing at the Northeast corner of said Section 24; thence $S00^{\circ}18'26''E$ along the East line of said Section 24 a distance of 50.00 feet to the South line of Holt Road; thence $S89^{\circ}52'11''W$ parallel with the North line of said Section 24 a distance of 2400.15 feet; thence $S44^{\circ}52'11''W$ 70.71 feet to the East line of Holloway Drive; thence $S00^{\circ}07'49''E$ 637.96 feet to the point of beginning of this description; thence $N89^{\circ}52'11''E$ parallel with said North line 356.08 feet; thence $S00^{\circ}07'49''E$ 367.00 feet; thence $S89^{\circ}52'11''W$ parallel with said North line 356.08 feet; thence $N00^{\circ}07'49''W$ 367.00 feet to the point of beginning; said parcel containing 3 acres more or less; said parcel subject to all easements and restriction if any.

Parcel # 33-25-05-24-200-012

MACHINERY & EQUIPMENT COST

MACHINERY AND EQUIPMENT ACQUISITIONS

AT

FIBERTEC, INC.

1914 HOLLOWAY DRIVE

HOLT, MICHIGAN

Description	Type	Expected Acquisition & Installation Date	Expected Cost
Dionex Ion Chromatograph with Autosampler	Testing Equipment	7/1/2013	30,000
Agilent Gas Chromatograph/Electronic Capture Detector with Autosampler	Testing Equipment	9/15/2013	50,000
Milestone Microwave Extractor	Testing Equipment	11/15/2013	30,000
Turbovap Concentrator	Testing Equipment	2/15/2014	10,000
Perkin Elmer Inductively Coupled Plasma/Mass Spectrometer	Testing Equipment	5/15/2014	190,000
Turbovap Concentrator	Testing Equipment	8/15/2014	10,000
Deena Mercury Digester	Testing Equipment	11/15/2014	25,000
Agilent Gas Chromatograph/Mass Spectrometer with P&T Concentrator	Testing Equipment	6/15/2015	130,000
			<u>475,000</u>

PERSONAL PROPERTY INSTALLATION

COMMENCEMENT LETTER



July 23, 2013

Delhi Charter Twp.
2074 Aurelius Road
Holt, MI 48842

RE: 2013-2015 PERSONAL PROPERTY INSTALLATION COMMENCEMENT

To Whom It May Concern:

This letter is to certify that personal property installation for Fibertec, Inc. at 1914 Holloway Drive in Holt, Michigan commenced on July 1, 2013.

A handwritten signature in black ink, appearing to read "Matthew Frisch".

Matthew Frisch
President

LEASE AGREEMENT

LEASE AGREEMENT

This lease replaces any prior lease agreement between Frisch Properties, LLC and Fibertec, Inc. Frisch Properties, LLC, a Michigan limited liability company, of 1914 Holloway Drive, Holt, Michigan 48842 ("Lessor"), and Fibertec, Inc., a Michigan corporation, of 1914 Holloway Drive, Holt, Michigan 48842 ("Lessee"), enter into this Lease Agreement (hereinafter "Lease") on the date indicated below subject to the following conditions:

1. *Premises.* The Lessor leases to the Lessee the property located in the township of Delhi, Ingham county, Michigan and further described by legal description and tax parcel number in Attachment "A" to this Lease (otherwise referred to as the "Premises").
2. *Term.* The term of this Lease will be twelve (12) years and eight (8) months, commencing on May 1, 2002 and concluding on December 31, 2014.
3. *Rent.*
 - a. *Base rent.* The Lessee will pay the Lessor \$340,000.08 per year as base rent for the premises, in equal monthly installments of \$28,333.34, starting on the commencement date. Monthly installments of rent will be due and payable in advance no later than the first day of each calendar month. Rent for any partial month of occupancy will be prorated. Rent will be paid to the Lessor at the address shown above or any other place designated in writing by the Lessor.
 - b. *Additional Rent or Obligations.* The Lessee will be responsible for the payment of all the taxes and insurance on the premises as required by this Lease and all the utility services for the premises, including water, sewer, gas, electricity, heat, and other services delivered to the premises. The Lessee will pay for all other services in relation to the premises and its lease of the premises contracted for by the Lessee as soon as an invoice is presented so that no past due accounts arise. In addition, any fees, costs, or expenses incurred by the Lessor for enforcing the Lessee's obligations under this Lease, including reasonable attorney fees, will be additional rent owing under the Lease and will be immediately due and payable by the Lessee.
4. *Signs.* All signs placed on the premises will be in keeping with the character and décor of the premises.
5. *Acceptance of occupancy.* The Lessee will commence occupancy of the premises on the commencement date and begin paying rent as required by this Lease. The Lessee acknowledges that the premises are in a state of repair that is acceptable for the Lessee's intended use of the premises. The Lessee accepts the premises as they are.
6. *Vacation of the premises.* The Lessee will not vacate or abandon the premises during the term of this Lease. If the Lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the Lessee's personal property that is left on the premises will be deemed abandoned by the Lessee, at the option of the Lessor.
7. *Use.* No activity will be conducted on the premises that does not comply with all state and local laws.
8. *Repairs and maintenance.* The Lessee will be responsible for all maintenance and repair of the premises, improvements, and fixtures. The Lessee must repair and maintain the premises at the Lessee's expense. The premises will be kept in good and safe condition, exterior and interior, including without limitation the roof, any plate glass windows, the electrical wiring, the plumbing, the heating-ventilation-air condition system ("HVAC"), any other system or

equipment on the premises, structural members of all buildings, and other improvements on the premises.

9. *Surrender of the premises.* The Lessee will surrender the premises to the Lessor when this Lease expires, broom clean and in the same condition as on the commencement date, except for normal wear and tear.
10. *Entry and inspection.* The Lessee will permit the Lessor or the Lessor's agents to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises. During the 90 days before the Lease expires, the Lessee will permit the Lessor to place standard "For Lease" signs on the premises and permit persons desiring to lease the premises to inspect the premises.
11. *Taxes and assessments.* The Lessee will pay all real and personal property taxes and assessments levied against the premises therein during the term of this Lease. All real and personal property taxes and assessments will be paid directly to the local taxing authority (the local taxing unit) by the respective due date. All taxes levied on personal property owned or leased by the Lessee are the sole responsibility of the Lessee.
12. *Alterations.* The Lessee may remodel and improve the premises. Any improvements constructed on the premises will become the property of the Lessor when this Lease terminates.
13. *Assignment and subletting.* The Lessee may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the premises without written consent from the Lessor. The Lessor will have total discretion on its approval of proposed assignments or subleases.
14. *Trade fixtures.* All trade fixtures and movable equipment installed by the Lessee in connection with the business it conducts on the premises will remain the property of the Lessee and will be removed when this Lease expires. The Lessee will repair any damage caused by the removal of such fixtures, and the premises will be restored to the original condition.
15. *Insurance.* The Lessee will insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire, casualty, and extended coverage insurance, including additional perils. The Lessee will obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$1,000,000.00 for injury or death to any one person, \$3,000,000.00 for injury or death to more than one person, and \$300,000.00 for property damage, covering all claims for injuries to persons occurring on or around the premises. The Lessor must approve the amount and the issuing company of the insurance. The Lessee will obtain and maintain environmental insurance in an amount and form acceptable to the Lessor to cover the costs of any cleanup assessment investigation and the costs of cleaning up any contamination or pollution on the premises. Each insurance policy will also contain a provision exempting the Lessor from any loss of coverage as an insured due to the acts of the Lessee. The Lessee will give the Lessor customary insurance certifications evidencing that the insurance is in effect during the term of the Lease. All policies will name both the Lessee and the Lessor as insured parties.
16. *The Lessee's liability.* All the Lessee's personal property, including trade fixtures, on the premises will be kept at the Lessee's sole risk, and the Lessor will not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.

17. *Destruction of the premises.* If the premises are partially damaged or destroyed through no fault of the Lessee, the Lessor will, at its own expense, promptly repair and restore the premises. If the premises are partially damaged, rent will not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of the Lessee or if the premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this Lease will terminate and rent will be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease will continue, without abatement of rent, and the Lessor will repair the premises.
18. *Mutual releases.* The Lessor and the Lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The Lessor and the Lessee will each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the premises.
19. *Condemnation.* If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Lessor or the Lessee may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, will be payable to and the sole property of the Lessor.
20. *Indemnity.* The Lessee agrees to indemnify and defend the Lessor for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the Lessee or the premises, except for liability resulting from the intentional acts or gross negligence of the Lessor or its employees, agents, invitees, or business visitors.
21. *Default and reentry.* If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this Lease within 10 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this Lease, reenter the premises, and seek to relet the premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee will continue to be liable to the Lessor for rent owed under this Lease and for any rent deficiency that results from reletting the premises during the term of this Lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this Lease for any default by the Lessee by giving the Lessee written notice of the termination. In addition to the Lessor's other rights and remedies as stated in this Lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this Lease, the Lessor may make repairs or cure defaults and will not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee will immediately

pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this Lease.

22. *Subordination.* This Lease and the Lessee's rights under it will at all times be subordinate to the lien of any mortgage the Lessor places on the premises or to any collateral assignment the Lessor makes of this Lease or of rent under this Lease. However, as long as the Lessee is not in default under this Lease, the foreclosure of a mortgage given by the Lessor will not affect the Lessee's rights under this Lease. At the request of any lienholder, the Lessee will provide the Lessor with a customary tenant's estoppel letter regarding the status of this Lease. If the Lessor defaults on the payment of its mortgage on the premises, the Lessee may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this Lease.
23. *Notices.* Any notices required under this Lease will be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this Lease or to such other addresses as the parties substitute by written notice. Notices will be effective on the date of the first attempted delivery.
24. *The Lessee's possession and enjoyment.* As long as the Lessee pays the rent as specified in this Lease and performs all its obligations under this Lease, the Lessee may peacefully and quietly hold and enjoy the premises for the term of this Lease.
25. *Holding over.* If the Lessee does not vacate the premises at the end of the term of this Lease, the holding over will constitute a month-to-month tenancy at a monthly rental rate to be set by the Lessor at its sole discretion.
26. *Entire agreement.* This Lease, together with the security and option agreement entered into between the Lessor and the Lessee, contains the entire agreement of the parties with respect to its subject matter. This Lease may not be modified except by a written document signed by the parties.
27. *Waiver.* The failure of the Lessor to enforce any condition of this Lease will not be a waiver of its right to enforce every condition of this Lease. No provision of this Lease will be deemed to have been waived unless the waiver is in writing.
28. *Binding effect.* This Lease will bind and benefit the parties and their successors and permitted assigns.
29. *Time is the essence.* Time is the essence in the performance of this Lease.

Lessor:
Frisch Properties, LLC



By: Matthew Frisch
Its: Managing Member
Date: 8/2/10

Lessee:
Fibertec, Inc.



By: Matthew Frisch
Its: President
Date: 8/2/10

RESOLUTION AND DRAWING
OF
INDUSTRIAL DEVELOPMENT DISTRICT

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2002-021

A Resolution to Restate and Expand the Boundaries of the Delhi
Technology Park Industrial Development District.

At a Regular Meeting of the Township Board of Trustees, of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 2nd day of April 2002, at 7:30 o'clock, p.m.

PRESENT: Supervisor Serge Leduc, Treasurer Harry Ammon, Clerk Evan Hope,
Trustees Steve Anderson, Marsha Bowers, Paul Krepps, Roy Sweet

ABSENT: None

The following Resolution was offered by Ammon and supported by Sweet:

WHEREAS, on October 17, 2000, at the request of the Delhi Charter Township Downtown Development Authority (sometimes hereafter the "Authority"), as the owner of such property, the Township Board established, pursuant to Section 5 of 1974 PA 198, as amended, an Industrial Development District consisting of 49.34 acres of land, which is described as Phase I in Exhibit A, and which Industrial Development District in such proceedings was referenced as the Delhi Technology Park Industrial Development District (sometimes hereafter the "District").

WHEREAS, the Delhi Charter Township Downtown Development Authority, as the owner of the Phase I property, and also the Phase II property described in Exhibit A, expressly stated its intention (see Exhibit B) in certain Restrictive Covenants pertaining to the Phase II property that the Phase II property was also to become part of the District at such time as the Phase II property was subjected to and bound by Restrictive Covenants similar to those for the Phase I property.

WHEREAS, from the time the Authority became owner of the Phase II property, and particularly during the July 26, 2000 through June 19, 2001 period of determination and preparation of the Restrictive Covenants, both Authority and Township Board members were mindful of the Authority's intent and request that Phase II property become part of the Delhi Technology Park Industrial Development District, hence the explicit reference to "Phase I" in the Township Board proceedings establishing the District, meaning expectation of a Phase II of the District to follow.

WHEREAS, such Phase II property, though intended and since June 19, 2001 qualified to be part of the Delhi Technology Park Industrial Development District, has until now not been formally included within the District.

WHEREAS, the Township Board, on March 19, 2002, acting on such request of the Authority, has determined to consider whether the Township should restate and expand the boundaries of the Delhi Technology Park Industrial Development District so as to include both Phases I and II, for the benefit of property owners of Phase II property who had reason to believe that Phase II property was included within the Delhi Technology Park Industrial Development District.

WHEREAS, the Township Board has given written notice by certified mail to the owners of all real property within the proposed expanded Delhi Technology Park Industrial Development District, both Phases I and II, and by publication in a local newspaper, and has held a public hearing on the restatement and expansion of the boundaries of the District, at which those owners and any other residents or tax-payers were given the right to appear and be heard, particularly those owners presenting reason to believe that Phase II property was included within the Delhi Technology Park Industrial Development District.

WHEREAS, the Township Board finds, based on written and signed letters, dated March 27, 2001 and April 30, 2001, (see Exhibits C-1 and C-2), that Frisch Properties, LLC, acting through its agent, Craig Wieland, had requested Township establishment of a District for Phase II and/or had sufficient basis for reliance that a District for Phase II had already been established.

WHEREAS, in either case the Township Board and Authority anticipated and intended that Phase II property be part of the Delhi Technology Park Industrial Development District as of June 19, 2001.

WHEREAS, the Township Board further finds that Frisch Properties, LLC, both on the basis of reliance and prevalent presumption that Phase II property was within the District, acquired certain Phase II property on August 30, 2001, and commenced construction of its industrial facility on October 29, 2001.

WHEREAS, under the foregoing circumstances, the Township Board further determines that the Frisch Properties, LLC industrial facility is now under construction, and not yet occupied by an operational tenant.

WHEREAS, the Township Board further determines that it would be in the best interest of public health, safety, and general welfare, and would promote and serve the purposes of 1974 PA 198 as amended, to restate and expand the boundaries of the Delhi Technology Park Industrial Development District to be comprised of both Phase I and Phase II property as described in Exhibit A.

WHEREAS, the property described in Exhibit A, both Phases I and II, consists only of un-incorporated territory of the Township, and is not located within any Village.

NOW, THEREFORE, BE IT RESOLVED;

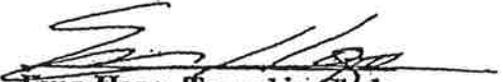
1. The Township Board, pursuant to 1974 PA 198, as amended, hereby restates and expands the boundaries of Delhi Technology Park Industrial Development District to include both Phase I property and Phase II property as described in Exhibit A, and hereby determines such restated and expanded District boundaries to be effective as of June 19, 2001, that being the anticipated and intended date that Phase II property would become part of the District.
2. All prior Resolutions or parts of Resolutions previously adopted that are inconsistent with this Resolution are hereby rescinded.

AYES: Sweet, Ammon, Anderson, Bowers, Hope, Krepps, Leduc

NAYS: None

ABSENT: None

The foregoing Resolution declared adopted on the date written above.


Evan Hope, Township Clerk

STATE OF MICHIGAN)

)§

COUNTY OF INGHAM)

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 2nd day of April 2002.

IN WITNESS THEREOF, I have hereunto affixed my official signature this 3rd day of April, 2002.


Evan Hope, Township Clerk

PHASE I

A parcel of land on the North half of Section 24, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, commencing at the North 1/4 corner of said Section 24; thence along the North line of Section 24, N 89° 52'11" E 51.21 feet; thence S 00° 07'49" E 50.00 feet to the South right-of-way of Holt Road and the point of beginning; thence S 45° 07'49" E 70.71 feet along the west line of Holloway Drive; thence S 00° 07'49" E 1471.65 feet along said West line; thence S 89° 52'11" W 96.51 feet to the North South 1/4 line of said Section 24; thence S 90° 00'00" W 1313.54 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 24; thence N 00° 22'54" W 1521.66 feet to the South right-of-way line of Holt Road; thence N 90° 00'00" E 1315.66 feet along said South right-of-way line; thence N 89° 52'11" E 51.06 feet along said South right-of-way line to the point of beginning, containing 49.34 acres of land, more or less, and subject to any easements or rights of way of record.

PHASE II

Parcel A

A parcel of land in the Northeast 1/4 of Section 24, T3N, R2W, Delhi Township, Ingham County, Michigan, described as: Commencing at the Northeast corner of said Section 24; thence S00° 18'26" East along the East line of said Section 24 a distance of 50.00 feet to the Southerly right of way line of Holt Road and the point of beginning of this description; thence S00° 18'26" East continuing along said East line 2099.42 feet; thence S89° 41'16" West 990.38 feet; thence N45° 18'26" West 824.08 feet; thence S89° 52'11" West parallel with the North line of said Section 24 a distance of 856.75 feet; thence N26° 41'44" West 55.90 feet; thence N00° 07'49" West perpendicular to said North line 1421.65 feet; thence N44° 52'11" East 70.71 feet to said Southerly right of way line; thence N89° 52'11" East along said Southerly right of way line 2400.15 feet to the point of beginning.

Parcel B

A parcel of land in the Southeast 1/4 of Section 24, T3N, R2W, Delhi Township, Ingham County, Michigan, described as: Beginning at the Southeast corner of said Section 24; thence N89° 49'23" West along the South line of said Section 24 a distance of 209.21 feet to the Northeasterly right of way line of the Conrail Railroad; thence N45° 36'22" West along said Northeasterly right of way 1355.71 feet; thence N00° 17'59" West parallel with the East line of said Section 24 a distance of 224.52 feet; thence N89° 42'01" East perpendicular to said East line 1172.95 feet to said East line; thence S00° 17'59" East along said East line 1179.75 feet to the point of beginning.

**SECOND AMENDMENT TO RESTRICTIVE COVENANTS
DELHI TECHNOLOGY PARK**

THIS AMENDMENT is made effective August 10, 2000 by and on behalf of Delhi Charter Township Downtown Development Authority, a Michigan Municipal Corporation, of 4415 West Holt Road, Holt, Michigan (the "DDA"). The owner, in fee simple, of the following described parcel of real estate:

Parcel A

A parcel of land in the Northeast 1/4 of Section 24, T3N, R2W, Delhi Township, Ingham County, Michigan, described as: Commencing at the Northeast corner of said Section 24; thence S00°18'26" East along the East line of said Section 24 a distance of 50.00 feet to the Southerly right of way line of Holt Road and the point of beginning of this description; thence S00°18'26" East continuing along said East line 2099.42 feet; thence S89°41'16" West 990.38 feet; thence N45°18'26" West 624.08 feet; thence S89°52'11" West parallel with the North line of said Section 24 a distance of 856.75 feet; thence N26°41'44" West 55.90 feet; thence N00°07'49" West perpendicular to said North line 1421.65 feet; thence N44°52'11" East 70.71 feet to said Southerly right of way line; thence N89°52'11" East along said Southerly right of way line 2400.15 feet to the point of beginning.

Parcel B

A parcel of land in the Southeast 1/4 of Section 24, T3N, R2W, Delhi Township, Ingham County, Michigan, described as: Beginning at the Southeast corner of said Section 24; thence N89°49'23" West along the South line of said Section 24 a distance of 209.21 feet to the Northeastly right of way line of the Conrail Railroad; thence N45°36'22" West along said Northeastly right of way line 1355.71 feet; thence N00°17'59" West parallel with the East line of said Section 24 a distance of 224.52 feet; thence N89°42'01" East perpendicular to said East line 1172.95 feet to said East line; thence S00°17'59" East along said East line 1179.75 feet to the point of beginning.
(the "Additional Land")

WHEREAS, the DDA executed certain Restrictive Covenants Delhi Tech Center on November 2, 1999, which were then recorded on December 13, 1999, in Liber 2832, Page 457, Ingham County Records (the "Restrictive Covenants"), and

WHEREAS, the DDA executed a subsequent Amendment to Restrictive Covenants Delhi Tech Center (Now Delhi Technology Park) on December 28, 1999, which was then recorded on January 12, 2000, in Liber 2836, Page 1107, Ingham County Records, and

WHEREAS, the DDA wishes to add the Additional Land to Delhi Technology Park and to revise the Restrictive Covenants in certain respects as to the Additional Land.

NOW, THEREFORE, the DDA hereby amends the Restrictive Covenants in the following respects:

1. The Additional Land shall be part of Delta Technology Park and shall be subject to the Restrictive Covenants from and after the date of this Second Amendment, except as otherwise provided in paragraph 2 of this Second Amendment.

2. As to the Additional Land only, the Restrictive Covenants shall be revised as follows:

A. Permitted Uses. Paragraph 1 of the Restrictive Covenants shall not apply to the Additional Land and shall be replaced as to the Additional Land by the following: No part of the real estate in the Additional Land or any building, structure, or improvement in the Additional Land, shall be used for other than light industrial, warehouse, commercial office, research, and retail or non-retail sales purposes.

B. Landscape Buffers. A minimum fifty (50) foot landscape buffer shall be maintained along Holt and College Roads, from the road curb to the Property's interior, before any parking lot or building may be constructed. At the southwest corner of Holt and College Roads, no building or parking lot shall be permitted east along Holt Road or south along College Road within a one hundred eighteen (118) foot radius of the corner. The Architectural Control Committee must approve the landscape buffer for this area.

C. Permitted Materials: Commercial and Office Zones. No building or structure within a C-1 or C-2 zoning district within the Additional Land shall be erected, permitted, or placed unless the exterior of the structure is of brick, stone, dry-vet, glass, split faced block, or a combination of these materials. Metal and pole building construction shall not be permitted.

D. Township Zoning. As shown on the drawing attached as Exhibit A, Delhi Charter Township has zoned the Additional Land a multi-use property. The Holt Road frontage from Holloway Drive east to College Road to a depth of six hundred (600) feet is zoned C-2 General Business. The College Road frontage beginning six hundred (600) feet south of Holt Road to a depth of six hundred (600) feet is zoned C-1 Low Impact Commercial. The balance of the property is zoned Industrial Park. No other uses shall be permitted without the express written consent of Delhi Charter Township.

E. Signs. No pole mounted signs shall be permitted along Holt Road east of Holloway Drive or south from Holt Road along College Road. Monument signs not to exceed fifteen (15) feet in height, approved by the Architectural Control Committee, may be permitted in a C-1 or C-2 zoning district. No temporary signs of any kind shall be permitted except for grand openings or Tenant's marketing signs in accordance with Delhi Charter Township's Ordinance 39, Section 6.9.15. All building signs in a C-2 district shall be back lit, internally lighted, or channel neon.

F. Special Use Permits. No special use permits shall be granted in a C-1 or C-2 zoning district within the Additional Land without prior written approval of the Architectural Control Committee.

In all other respects, the Restrictive Covenants as previously amended are hereby ratified and confirmed.

WITNESSES:

DELHI CHARTER TOWNSHIP DOWNTOWN
DEVELOPMENT AUTHORITY

[Signature]

By: [Signature]
Robert H. Lewis
Its: Executive Director

[Signature]

STATE OF MICHIGAN)

COUNTY OF Tuam)

ss

The foregoing instrument was acknowledged before me this 14th day of June, 2001, by Robert H. Lewis, Executive Director of Delhi Charter Township Downtown Development Authority, a Michigan Municipal Corporation, on behalf of the Corporation.

[Signature]
Notary Public
Tuam County, Michigan
My Commission Expires: September 4, 2005

Drafted by and when recorded return to:

Robert J. McCullen
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, Michigan 48933
517/371-8100

5:2719AM DOCUMENT DEL-ROE.AMU

HOLT ROAD (100' RIGHT-OF-WAY)

COLLEGE ROAD (66' RIGHT-OF-WAY)

REQUESTED
ABATEMENT
DISTRICT
PHASE I

49,834 Acres

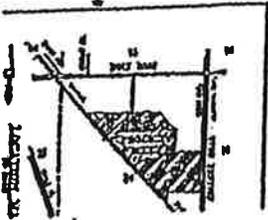
Industrial Develop.
District created
Oct. 17, 2000.
Res. # 2000-073

CURRENT
ESTABLISHED DISTRICT
RESOLUTION # 97-022
8-19-97
± 100 ACRES

Christianson
Roberts
residential

RSDC
VACANT
LAND
± 30 ACRES

CORRAL RAILROAD (100' RIGHT-OF-WAY)



Scale 1" = 100'

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: September 11, 2013

RE: Proposed Delhi Township Ordinance No. 125 – Non-Discrimination, Introduction and First Consideration

Enclosed for your review and first consideration is proposed Delhi Township Ordinance No. 125 – Non-Discrimination.

At the August 20, 2013 Committee of the Whole we introduced proposed Township Ordinance No. 125, Non-Discrimination Ordinance, which provides language to prohibit discriminatory practices in Delhi Township. It is the intent of the Township that no person be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental limitation, source of income, family responsibilities, sexual orientation, gender identity/expression, genetic information or any protected status. The Ordinance also provides a method of complaint when a person believes they have been discriminated against and the Ordinance has been violated.

Therefore, I recommend the Township Board, upon first consideration, adopt Township Ordinance No. 125 – Non-Discrimination.

Recommended Motion:

Upon first consideration, to adopt Delhi Township Ordinance No. 125 – Non-Discrimination.

**DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN
ORDINANCE NO. _____**

At a duly scheduled and noticed meeting of the Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Delhi Township Offices on _____, 2013 at _____ p.m., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____:

AN ORDINANCE OF THE CHARTER TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN, PROVIDING THAT THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF DELHI, MICHIGAN, BE AMENDED BY ADDING A NEW CHAPTER 20 ("NON-DISCRIMINATION") TO PROHIBIT DISCRIMINATORY PRACTICES; PROVIDE DEFINITIONS; ESTABLISH PROCEDURES FOR INVESTIGATIONS AND CONCILIATION AGREEMENTS; REQUIRE TOWNSHIP CONTRACTORS TO ABIDE BY NON-DISCRIMINATION; PROVIDE PENALTIES; REPEAL ORDINANCES AND PORTIONS OF ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND PROVIDE AN EFFECTIVE DATE HEREOF.

THE TOWNSHIP BOARD OF TRUSTEES FOR THE CHARTER TOWNSHIP OF DELHI
HEREBY ORDAINS:

Section 1. Addition of Chapter 20. The Code of Ordinances, Charter Township of Delhi, Michigan (or Delhi Charter Township Code), is hereby amended by adding a new Chapter, Chapter 20, which shall read as follows.

CHAPTER 20 – NON-DISCRIMINATION

ARTICLE I – IN GENERAL

Sec. 20-1. Intent.

It is the intent of the Township that no person be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental limitation, source of income, family responsibilities, sexual orientation, gender identity/expression, genetic information

or any protected status. Nothing contained in this Chapter shall be construed to prohibit any affirmative action policies passed by any level of government.

Sec. 20-2. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Age. Chronological age.

Complaint Review Committee. Four individuals responsible for reviewing complaints. One member will be a member of the Board, one member will be the Township Manager, one member will be the Township Human Resource Director, and one member shall be a citizen of Delhi Township. The committee may have more members or alternates as determined by the Township Board.

Agreement. An agreement entered into between the person alleged to have been discriminated against and the person alleged to have engaged in a prohibited practice under this Chapter, whereby the persons agree to methods of resolving a complaint, terminating discrimination or reversing the effects of past discrimination.

Contractor. A person who by contract furnishes services, materials or supplies. "Contractor" does not include persons who are merely creditors or debtors of the Township, such as those holding the Township's notes or bonds or persons whose notes, bonds or stock is held by the Township.

Discriminate. To make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental limitation, source of income, family responsibilities, sexual orientation, gender identity/expression, or protected status.

Discrimination based on actual or perceived physical or mental limitation includes discrimination because of the use by an individual of adaptive devices or aids.

Disability. Disability means that term as defined at Section 103(d) of the Persons with Disabilities Civil Rights Act, Public Act No. 220 of 1976 (MCL 37.1103(d)).

Employer. A person employing one or more persons.

Employment agency. A person regularly undertaking, with or without compensation, to procure, refer, recruit, or place an employee for an employer, or to procure, refer, recruit, or place for an employer or person the opportunity to

work for an employer and includes any agent of that person.

Gender identity/expression. A person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, including whether that gender identity, self-image, expression, or behavior is different from that traditionally associated with the person's sex at birth.

Harassment. To have physical conduct or communication with refers to an individual protected under this article, when such conduct or communication demeans, disparages or dehumanizes and has a purpose or effect of substantially interfering with an individuals employment, public accommodations or public services or housing or creating an intimidating, hostile or offensive employment public accommodations, public services or housing environment.

Housing facility. Any dwelling unit or facility used for a person to regularly stay and store personal items. Housing facility includes, but is not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

Labor organization. Includes an organization of any kind, an agency or employee representation committee, group, association, or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with employees concerning grievances, labor disputes, wages, rate of pay, hours, or other terms or conditions of employment.

Marital status. The state of being married, separated, unmarried, divorced or widowed.

Person. Shall mean an individual, agent, association, organization, corporation, limited liability company, partnership or other unincorporated or incorporated public or private entity of any kind, including any other legal, commercial, or governmental entity or agency.

Physical limitation. A limitation of physical capabilities unrelated to one's ability to safely perform the work involved in jobs or positions available to such person for hire or promotion; a limitation of physical capabilities unrelated to one's ability to acquire, rent and maintain property; or a limitation of mental capabilities unrelated to one's ability to utilize and benefit from the goods, services, activities, privileges and accommodations of a place of public accommodation. "Physical limitation" includes, but is not limited to, blindness or partial sightedness, deafness or hearing impairment, muteness, partial or total absence of physical

member, speech impairment and motor impairment. "Physical limitation" does not include any condition caused by the current illegal use of alcohol, prescription drugs or a controlled substance.

Place of public accommodation. An educational, governmental, health, entertainment, cultural, recreational, refreshment, transportation, financial institution, accommodation, business or other facility of any kind, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold or otherwise made available to the general public, or which receives financial support through the solicitation of the general public or through governmental subsidy of any kind, but shall not mean any facility not open or accessible to the general public. By way of example, day care operations being conducted in a private home shall not be considered a place of public accommodation.

Sex discrimination. Discrimination because of sex includes sexual harassment which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- (1) Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain employment, public accommodations, or public services or housing.
- (2) Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions effecting such individuals employment, public accommodations or public services or housing.
- (3) Such conduct or communication has a purpose or effect of substantially interfering with an individuals' employment, public accommodations or public services, or housing or creating an intimidating, hostile, or offensive employment, public accommodation, public service, or housing environment.

Sexual orientation. Being or regarded as being heterosexual, homosexual, bisexual, or having a history of such identification.

Sec. 20-3. Employment.

- (a) It is unlawful for an employer to:
 - (1) Limit, segregate, classify, fail or refuse to hire, to recruit, to discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment, including a benefit plan or system, because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity/expression, genetic information or expression, any protected status,

or because of the use by an individual of adaptive devices or aids.

- (2) Fail or refuse to hire, recruit, or promote an individual on the basis of any physical or mental limitations that are not directly related to the requirements of the specific job.
 - (3) Discharge or take other discriminatory action against an individual on the basis of any physical or mental examinations that are not directly related to the requirements of the specific job.
 - (4) Fail or refuse to hire, recruit, or promote an individual when adaptive devices or aids may be utilized thereby enabling that individual to perform the specific requirements of the job.
 - (5) Discharge or take other discriminatory action against an individual when adaptive devices or aids may be utilized thereby enabling that individual to perform the specific requirements of the job.
 - (6) Discriminate against a person with respect to hire, tenure, terms, conditions, or privileges of employment because of an arrest, detention, or disposition of a violation of a misdemeanor, felony, or local ordinance substantially corresponding to state law, when a conviction did not result.
 - (7) Make, keep or use an oral inquiry, form of application, or record that elicits or attempts to elicit information concerning the religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity/expression, genetic information, protected status, or because of the use by an individual of adaptive devices or aids except where applicable under federal and state law, or local ordinance.
- (c) An employer, labor organization, or employment agency shall not print, circulate, post, mail, or otherwise cause to be published a statement, advertisement, notice, or sign relating to employment by the employer, or relating to membership in or a classification or referral for employment by the labor organization, or relating to a classification or referral for employment by the employment agency, which indicates a preference, limitation, specification, or discrimination, based on religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or genetic information, protected status, or the need for any reasonable accommodations, including but not limited to the use by an individual of adaptive devices or aids.

- (d) This section shall not apply to the employment of an individual by his/her parent, spouse, or child.
- (e) A contract or agreement to which the Township, its department, or unit thereof, is a party shall contain a provision by the contractor and his/her subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity/expression, genetic information or any protected status or use by an individual of adaptive devices or age. Breach of such provision may be regarded as a material breach of the contract or agreement.
- (f) This section is also applicable to labor organizations, employment agencies, apprenticeships, and job training programs. In addition, a labor organization shall not discriminate in its membership practices nor fail to fairly represent its membership in a grievance process because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity/expression, genetic information or any protected status or use by an individual of adaptive devices or age.

Sec. 20-4. Housing.

- (a) No person shall discriminate in referring, leasing, selling, renting, showing, advertising, pricing, offering, inspecting, listing, or otherwise making available any real property, including discrimination in providing information and receiving or communicating a bona fide offer on any real property.
- (b) No person shall discriminate in: (1) the application, conditions, or granting of mortgages or other financing; (2) the offer, conditions, or sale of home-owner or rental insurance; or (3) the contracting of construction, rehabilitation, maintenance, repair, or other improvement of any housing facility.
- (c) No person shall refuse to lend money for the purchase or repair of any real property or insure any real property solely because of the location in the Township of such real property, except for legitimate non-discriminatory reasons related to actual risks associated with the property itself, such as being within a floodplain.

- (d) No person shall promote any sale, rental, lease, sublease, exchange, transfer, or assignment of real property by representing that demographic changes are occurring or will occur in an area with respect to any illegitimate or discriminatory characteristics.
- (e) No person shall indicate, communicate, or otherwise represent to another person that any real property or interest therein is not available for inspection, sale, rental, or lease knowing in fact it is available, including failing to make a person aware of a real property listing, refusing to permit inspection of real property, and representing that a property has been sold when in fact it has not.

Sec. 20-5. Public accommodation.

- (a) No person shall discriminate in making available full and equal access to all goods, services, activities, privileges and accommodations of any place of public accommodation or public service because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity/expression, genetic information or any protected status or use by an individual of adaptive devices or age.
- (b) No person shall print, calculate, post, mail, or otherwise cause to be published a statement, advertisement, notice, or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation or public service will be refused, withheld from, or denied an individual because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity/expression, genetic information or any protected status or use by an individual of adaptive devices or age, or that individuals patronage of, or presence at a place of public accommodation, is objectionable, unwelcome, unacceptable, or undesirable because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity/expression, genetic information or any protected status or use by an individual of adaptive devices or age.

Sec. 20-6. Duty to accommodate persons with disabilities.

A person shall accommodate a person with disabilities for purposes of employment, public accommodation, public service, or housing unless a person demonstrates that the accommodation would impose an undue hardship.

Sec. 20-7. Other prohibited practices.

- (a) No person shall adopt, enforce or employ any policy or requirement, publish, post or broadcast any advertisement, sign or notice which discriminates or indicates discrimination in providing housing, employment or public accommodations.
- (b) No person shall discriminate in the publication or distribution of advertising material, information or solicitation regarding housing, employment or public accommodations.
- (c) No agent, broker, labor union, employment agency or any other intermediary shall discriminate in making referrals, listings or providing information with regard to housing, employment or public accommodations. A report of the conviction of any such person for a violation of this Chapter shall be made to the applicable licensing or regulatory agency for such person or business.
- (d) No person shall coerce, threaten or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this Chapter, nor require, request, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.
- (e) No person shall conspire with, assist, coerce or request another person to discriminate in any manner prohibited by this Chapter.
- (f) No person shall provide false or misleading information to any authorized person investigating a complaint regarding a violation or alleged violation of this Chapter, or sign a complaint for a violation of this Chapter based upon false or substantially misleading information.

Sec. 20-8. Information and investigation.

- (a) No person shall provide false information to any authorized employee or Township Agent investigating a complaint regarding a violation of this Chapter.
- (b) For an investigation, the Complaint Review Committee may request a person to produce materials, items, videos, books, papers, records or other documents which may be relevant to a violation or alleged violation of this Chapter. If said person does not comply with such request, the Township Attorney may apply to Ingham County Circuit Court for an order requiring production of said materials.

Sec. 20-9. Conciliation agreements.

In cases involving alleged violations of this Chapter, the Complaint Review Committee may enter into agreements whereby persons agree to methods of terminating discrimination or to reverse the effects of past discrimination. Violations of such agreements shall be violations of this Chapter.

Sec. 20-10. Injunctions.

The Township Attorney may commence a civil action to obtain injunctive relief to prevent discrimination prohibited by this Chapter, to reverse the effects of such discrimination or to enforce a conciliation agreement.

Sec. 20-11. Discriminatory effects.

No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived race, color, religion, national origin, sex, age, height, weight, source of income, family responsibilities, sexual orientation, marital status, physical or mental limitation, or gender identity/expression or genetic information, or any protected status for a person to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected or actual objection to such a person by neighbors, customers, or other persons.

Sec. 20-12. Exceptions.

Notwithstanding anything contained in this Chapter, the following practices shall not be violations of this Chapter.

- (a) For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to persons of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to persons of that denomination.
- (b) For the owner of an owner-occupied single-family or two-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- (c) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to persons of low income, over 55 years of age or who are handicapped.
- (d) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment for minorities and women.

- (e) To discriminate based on a person's age when such discrimination is required by state, federal or local law.
- (f) To refuse to enter a contract with an un-emancipated minor.
- (g) To refuse to admit to a place of public accommodation serving alcoholic beverages a person under the legal age for purchasing alcoholic beverages.
- (h) To refuse to admit to a place persons under eighteen (18) years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
- (i) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (j) To provide discounts on products or service to students, minors and senior citizens, or members of an organization.
- (k) To discriminate in any arrangement for the sharing of a dwelling unit.
- (l) To restrict use of lavatories and locker room facilities on the basis of sex.
- (m) For a governmental institution to restrict any of its facilities or to restrict employment opportunities based on duly adopted institutional policies that conform to federal and state laws and regulations.
- (n) To restrict participation in an instructional program, athletic event or on an athletic team on the basis of age or sex.
- (o) Placing reasonable restrictions on breast feeding in an area open to the general public.

Sec. 20-13. Nondiscrimination by Township contractors.

- (a) A written contract to which the Township, a political subdivision, or an agency thereof, is a party shall contain a covenant by the contractor and his/her subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity/expression, genetic information or protected status or use by an individual of adaptive devices or aids. Breach of this covenant may be regarded as a material breach of the contract.

- (b) This section is also applicable to labor organizations, employment agencies, apprenticeships, and job training programs. In addition, a labor organization shall not discriminate in its membership practices nor fail to fairly represent its membership in a grievance process because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity/expression, genetic information, or protected status or use by an individual of adaptive devices or aids.

Sec. 20-14. Complaints.

- (a) Any person claiming to be discriminated against in violation of this ordinance may file with the Township Manager's Office a complaint, in writing, setting forth with reasonable specificity the person or persons alleged to have violated this Chapter, the specific nature of the violation and the date(s) of the alleged violation. A person filing a complaint must do so within 180 days of the incident forming the basis of the complaint.
- (b) To the extent permitted by law, all written complaints of discrimination in employment, public accommodation, public services, and housing received by the Township Manager's Office shall be kept confidential.
- (c) The Township Manager shall:
 - (1) Review the complaint and seek to resolve the complaint within a reasonable time of receipt; or
 - (2) Forward the complaint to the Complaint Review Committee.
- (d) Complaint Review Committee shall:
 - (1) Be responsible for receipt, recordation, investigation, mediation, conciliation, recommendation, and/or referral to the Office of the Township Attorney;
 - (2) Ensure there are no undue burdens placed on a Claimant, which might discourage filing of a discrimination complaint;
 - (3) Commence and complete the complaint investigation, mediation/conciliation, and recommendation process in a timely manner;
 - (4) Hold any complaint investigation, mediation/conciliation and recommendation in abeyance pending the outcome of any state or federal investigation being conducted or private cause of action regarding the same matter or incident forming the basis of the complaint;
 - (5) Promulgate and publish rules and guidelines for processing, investigating,

mediating/conciliating, and recommending resolution of the complaint; and

- (6) Refer a complaint it deems valid and sufficiently egregious directly to the Township Attorney for review and additional action.

Sec. 20-15. Investigation and hearing.

- (a) During an investigation, the Complaint Review Committee may request the appearance of witnesses and the production of materials, items, videos, books, papers, records or other documents that may be relevant to a violation or alleged violation of this Chapter.
- (b) If the Complaint Review Committee determines that the complaint and preliminary evidence gathered indicates a prima facie violation of any provision in this Chapter, the Complaint Review Committee shall conduct a hearing within 90 days after completion of its preliminary investigation. The person alleged to have committed a violation (the “Respondent”) and the Claimant shall be sent by regular mail at least 14 days advance notice of the location and scheduled date and time of the hearing and a request to appear. At the hearing testimony will be taken. All testimony shall be on the record, under oath and either recorded or transcribed. Both Claimant and Respondent shall be allowed to testify, present evidence, bring witnesses to testify, and to cross-examine all witnesses at the hearing. Traditional court rules of evidence shall not apply.
- (c) A failure of either the Claimant or the Respondent to cooperate with the Complaint Review Committee may result in an adverse determination for that person at the hearing.

Sec. 20-16. Findings and recommendations.

- (a) The Complaint Review Committee shall make findings of fact based on the testimony and evidence introduced at the hearing and shall recommend such relief as the Complaint Review Committee deems appropriate. The findings and recommendations shall be served by regular mail on the Claimant and Respondent. The Claimant and Respondent shall have 30 days from the date the findings and recommendations are mailed to either: (1) comply with the findings and recommendations; or (2) appeal the findings and recommendations to the Ingham County Circuit Court.

Section 20-17. Available recommendations.

Complaint Review Committee recommendations may include, but are not limited to, one or more of the following:

- (a) Ceasing the illegal conduct cited in the complaint and taking steps to alleviate the effect of such illegal conduct;
- (b) Providing that the Respondent apologize to the Claimant;
- (c) Closing the matter based upon a mediation/conciliation agreement of the Claimant and Respondent;
- (d) Paying actual damages for injury or loss;
- (e) Hiring, reinstating, or promoting the Claimant, with or without back pay, or providing such fringe benefits as the Claimant may have been denied;
- (f) Selling or leasing of a housing or dwelling unit in question to the Claimant;
- (g) Admitting the Claimant to a place of public accommodation or extending full and equal use and enjoyment of said place of public accommodation;
- (h) Paying some or all of the Claimant's costs, incurred at any stage of review;
- (i) Dismissing the complaint; and
- (j) Imposing costs against a Claimant for a frivolously filed claim.

Sec. 20-18. Penalties.

- (a) A violation of a prohibited act in this Chapter is designated a municipal civil infraction, is not a crime and shall not be punishable by imprisonment.
- (b) Schedule of civil fines. The violation shall be according to the following schedule:
 - (1) First violation.....\$500.00
 - (2) Second violation.....\$750.00
 - (3) Third (or any subsequent) violation.....\$1000.00
- (c) Continuing violation.
 - (1) For an offense that is a single and discrete occurrence, a single violation shall accrue. Subsequent single and discrete occurrences shall result in additional violations according to the above schedule.
 - (2) For offenses that are continuing in nature, rather than single and discrete, the first violation shall accrue with the first day of the occurrence, and

subsequent violations shall accrue for each additional day of that occurrence (for example, an impermissible hiring practice that continues each day on an ongoing basis).

- (3) For continuing violations under subsection (c)(2), the day of the first occurrence shall be measured from the day of service of the Township Attorney's complaint.

Sec. 20-19. Private actions for damages or injunctive relief.

- (a) An individual who is the victim of discriminatory action in violation of this Chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this Chapter.
- (b) As used in subsection 20.15(a), "damages" means damages for injury or loss caused by each violation of this Chapter, including reasonable costs and attorney fees.
- (c) Private actions and remedies under this section shall be in addition to any actions for violations which the Township may take action.

Section 2. Severability. If a court of competent jurisdiction declares any provision of this Ordinance, or a statutory provision referred to or adopted by reference herein, to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision. Provided, however, that if a court of competent jurisdiction declares a penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

Section 3. Repeal. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby repealed; provided that any violation charged before the effective date of this Ordinance under an ordinance provision repealed by this Ordinance shall continue under the ordinance provision then in effect.

Section 4. Effective Date. This ordinance shall take effect immediately after final publication.

C. J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, do hereby certify that the above is a true action taken by the Delhi Charter Township Board of Trustees as follows:

First Reading: _____
First Publication (Posting) _____
Second Reading: _____
Second Publication (Posting) _____
Effective Date: _____

Evan Hope, Clerk