

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

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

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

Members Absent: Treasurer Roy Sweet, Trustee Megan Ketchum

Others Present: John Elsinga, Township Manager
Sergeant Jeff Weiss, Delhi Division/Ingham County Sheriff's Office
Sandra Diorka, Director of Public Services
Tracy Miller, Director of Community Development
Brian Ball, Interim Fire Chief
Terry Powers, Facilities Supervisor
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

BUSINESS

INTERAGENCY CASH TRANSFER AGREEMENT BETWEEN DELHI TOWNSHIP AND MICHIGAN REHABILITATION SERVICES

The Board reviewed a memorandum dated October 8, 2013 from Twp. Mgr. Elsinga (ATTACHMENT I).

Ellen Weaver, Executive Director, Capital Area Center for Independent Living, gave an overview on how the Interagency Cash Transfer Agreement between the Township and Michigan Rehabilitation Services served 230 Delhi Township residents over the past year. Roy DelValle, Site Manager, Michigan Rehabilitation Services, Lansing District Office, also gave an overview on the success of this partnership in its first year.

AMEND ORDINANCE NO. 64 AND 64.1 – PAYMENT IN LIEU OF TAXES (PILOT), INTRODUCTION AND FIRST CONSIDERATION

The Board reviewed a memorandum dated October 9, 2013 from Twp. Mgr. Elsinga (ATTACHMENT II).

Township Attorney, Gordon VanWieren, stated that because of the change of ownership of Tamarack Apartments, he was asked to prepare an amendment to Ordinance No. 64 and 64.1. Attorney VanWieren stated that due of the type of housing it provides, the owner of the complex has requested that the Township grant a payment in lieu of imposing real property taxes on this property. Attorney VanWieren gave a summary of the changes that will amend Ordinance No. 64 and 64.1.

SUBJECT TO APPROVAL

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

FIRE DEPARTMENT – SEPTEMBER ACTIVITY REPORT

Brian Ball, Interim Fire Chief, reported on the highlights of the September Fire Department Activity Report (ATTACHMENT III).

INGHAM COUNTY SHERIFF’S OFFICE/DELHI DIVISION – SEPTEMBER ACTIVITY REPORT

Sergeant Jeff Weiss, Ingham County Sheriff’s Office/Delhi Division, reported on the highlights of the September Ingham County Sheriff’s Office/Delhi Division Activity Report (ATTACHMENT IV).

COMMUNITY DEVELOPMENT DEPARTMENT – SEPTEMBER ACTIVITY REPORT

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

PUBLIC COMMENT – None.

ADJOURNMENT

Meeting adjourned at 6:59 p.m.

Date: November 5, 2013

Evan Hope, Township Clerk

Date: November 5, 2013

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 8, 2013

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

Enclosed for your review and approval is an "Interagency Cash Transfer Agreement" between Delhi Township and Michigan Rehabilitation Services (MRS) for the fiscal year 2013-2014. This Agreement mirrors the one approved by the Board for the 2012-2013 State of Michigan fiscal year.

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

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

Recommended Motion:

To approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services and authorize the Township Manager to execute the Agreement on behalf of the Township.

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:	
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)	
STATE OR LOCAL PUBLIC AGENCY NAME: Delhi Charter Township	
AGREEMENT TYPE: New: <input type="checkbox"/> Continuation: <input checked="" type="checkbox"/>	
AGREEMENT BEGIN AND END DATE: October 01, 2013 to September 30, 2014	FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2014
GRAND TOTAL OF THIS AGREEMENT: 51,852	AGREEMENT TITLE: Delhi Charter Township

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

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

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS FY 2014 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

I. Purpose of this Agreement

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

II. Description of the Program

A. Purpose of the Program

1. Purpose Statement

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

This program results in the provision of a full range of vocational rehabilitation services to customers with disabilities as applicable. It is the goal of this program that eligible individuals achieve successful employment outcomes.

2. Target Population

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

3. Target Geographic Area

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

4. Outcome Goals

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

- Total number of participants to be served – 36
- Applications – 24
- Closed successful – 12

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

1. Description of Services

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

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

Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: This program will also ensure the provision of independent living services are available to MRS customers if needed and identified in an Individualized Plan for Employment.

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

1. Role of MRS

Rosanne Renauer, District Manager will serve as the primary administrative contact for MRS.

To achieve the outcome goals for this program:

- a. MRS staff will be responsible for assigning professional staff, as required to accomplish the goals and administration of the agreement.
- b. Applicable work flow processes include: The primary role of MRS is to act as the program manager in the delivery of vocational rehabilitation services to customers with disabilities.
- c. Training is not anticipated
 Training will be provided in the following area(s) NA

2. Role of state or local public agency

John Elsinga, Delhi Charter Township Manager will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

- a. State or local public agency staff will be responsible for assigning professional staff, as required to accomplish the goals and administration of the agreement.

- b. Applicable work flow processes include: Delhi Charter Township may refer individuals with a perceived disability for determination of eligibility, priority for service and vocational rehabilitation.

The Charter Township of Delhi is to act as the fiduciary agent and transfer state or local funds in accordance with the terms of this interagency cash transfer agreement. The Charter Township of Delhi shall only be responsible for transferring non-federal funds that are designated for this purpose and in accordance with this agreement. This Agreement shall be contingent on the availability of funds.

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

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

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

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

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

- c. Training is not anticipated
 Training will be provided in the following area(s): NA

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s): The MRS Lansing District Office Manager or representative will provide information to Delhi Charter Township as requested and required on an annual basis. This data consists of number of individuals served, expenditures, services provided, and outcome status.

The primary administrative contacts or their designees will complete this activity
 Monthly Quarterly Biannually Other: Annually

2. Progress Monitoring

The primary administrative contacts or their designees agree to meet Monthly Quarterly Biannually Other: throughout the year to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components. The Lansing District Office manager or representative is responsible for progress monitoring throughout the year and reviews applicable data including expenditures and service provision on a quarterly basis to assure progress. Joint planning occurs informally throughout the year and formally on an annual basis. The formal planning session is expected to identify any changes needed.

Progress measures are identified in sections II(A)(4) and/or II(D)(1).

3. Program Evaluation

At a minimum, the Parties agree to an annual review of the programs overall impact and outcomes. The primary administrative contacts will complete this activity.

Program evaluation success indicators and measures are identified in sections II(A)(4) and/or II(D)(1). The Parties have agreed to the following additional success indicators:

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

E. Share of Cost to be Assumed by Each Agency

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

III. Funding Qualifications

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

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

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

Date after which funds may be redirected: August 01, 2014

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

IV. Payment Terms and Conditions

A. Terms of Payment

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

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
\$14,000	December 01, 2013

V. Audits and Records

The state or local public agency agrees:

- A. To maintain and retain, during and for seven (7) years after termination of this Agreement, books, records and all other documents relating to this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of such seven (7) year period, the state or local public agency shall retain the records until resolution of the audit findings.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.

- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.
- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

VI. Dispute Resolution

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

A. Step One, Informal

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

B. Step Two, Formal

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

C. Step Three, Formal

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

VII. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement. The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VIII. Renegotiation or Modification

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

IX. Cancellation

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

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

X. Governing Statutes

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

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.

- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.
- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.
- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

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

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

XI. Safeguarding Information

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

XII. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the

subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

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

XIII. Effective Date, Approval, and Execution #1

This agreement is effective on October 01, 2013.

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

MRS Representative Signature

State or Local Public Agency Representative Signature

ROSANNE RENAUER

Printed Name of Signatory (all capital letters)

JOHN ELSINGA

Printed Name of Signatory (all capital letters)

District Manager

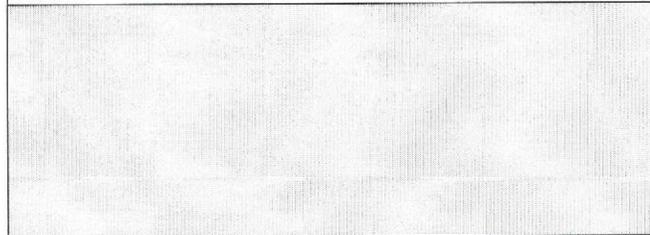
Title

Manager

Title

Date

Date

<p>MRS Local Address:</p> <p>1048 Pierpont Suite 1 Lansing, MI 48913</p>	<p>State or Local Public Agency Name and Address:</p> <p>Delhi Charter Township 2074 Aurelius Rd. Holt, MI 48842</p>
	<p>Name, Title, and Phone Number of State or Local Public Agency Representative:</p> <p>John Elsinga, Manager (517) 694-2135</p>
	<p>Federal Identification Number:</p> <p>38-6019639</p>

Michigan's Centers for Independent Living Promoting Independence and Self-Sufficiency

Purpose of Centers for Independent Living (CILs)

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

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

Cost of Dependence versus Independence:

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

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

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

When we promote independence for people with disabilities we promote:

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

Return on Investment:

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

Statement of Need:

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

Specific areas of concern include:

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

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

Summary:

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



DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 9, 2013

RE: Amend Ordinance No. 64 – Amurcon Corporation/Tamarack 2009 Limited Dividend Housing Association Limited Partnership – Continuation of Payment in Lieu of Taxes (Township Ordinance No. 64.2)

Enclosed for your review and approval is an amendment to Ordinance No. 64 and 64.1, which would continue to provide for a service charge in lieu of taxes for Tamarack Investors Limited Dividend Housing Association LLC who are the new owners of the property located at 4400 West Holt Road, commonly known as Tamarack Apartments.

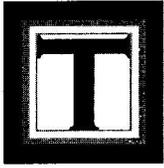
The primary purpose of providing a PILOT (Payment In Lieu Of Taxes) to an elderly housing project is to assist the developer in providing affordable housing units for qualified seniors in our community.

The first such PILOT ordinance for this senior housing facility was granted in 1977. It is my understanding this facility has provided quality and affordable residence for our seniors from then until now. It is the intent of the new owners to reinvest/rehabilitate this property to continue to provide affordable senior housing. This ordinance will remain in effect as long as they continue to meet the requirements and for the length of any mortgage on the property (per statute not longer than 50 years).

Since the past 35 years have proven to be successful in providing affordable housing to our seniors, I recommend the Board grant the new owners their request for an extension of the PILOT through Ordinance No. 64.2 and look forward to the reinvestment and refurbishing of this asset in our community.

Recommended Motion:

Upon introduction and first consideration, to amend Ordinance No. 64 and 64.1 for the purpose of extending the PILOT (Payment In Lieu Of Taxes) for Tamarack Investors Limited Dividend Housing Association LLC for property located at 4400 West Holt Road commonly known as Tamarack Apartments (Proposed Township Ordinance No. 64.2).



THRUN

LAW FIRM, P.C.

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

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6366

GORDON W. VAN WIEREN, JR.
(517) 374-8843

October 9, 2013

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Ms. Tracy L.C. Miller
Delhi Township Department of Community Development
2074 Aurelius Road
Holt, MI 48842

Re: PILOT Ordinance

Dear Tracy:

As a follow-up to our recent telephone conversation, I attach "marked-up" and "clean" copies of proposed Ordinance No. 64.2 (the "Ordinance"), which Ordinance amends current Ordinance Nos. 64 and 64.1, regarding the payment in lieu of taxes ("PILOT") for Tamarack Apartment Complex. With regard to same, I note:

(1) Section II simply amends the definitions section of the Ordinance to identify Tamarack Investors Limited Dividend Housing Association, LLC, as the Owner, and to clarify that the regulatory agreement was made between the Owner and the State Housing Development Authority or the U.S. Department of Housing and Development.

(2) Section II amends the legal description of the exempt area contained in Section II. From my conversations with legal counsel for the Owner, it is my understanding that the new legal description is based upon a more accurate survey of the property actually owned by Tamarack. The previous legal description included a single family home, and this property has been removed. Also, real property consisting of a parking lot was added.

(3) Section III modifies the conditions contained in Section III(1) and requires the Owner to maintain and operate the property in compliance with the zoning ordinance of the Township, except to the extent that the property is legally "non-conforming" under the zoning ordinance, amends subsection (5) to require certification(s) instead of annual certification(s) that the Owner meets all criteria for a limited dividend housing association and amends subsection (6) to provide that all construction shall be pursuant to a building permit issued by the Township if required pursuant to applicable ordinances. The annual certification is still required by the Authority in order to keep the loan in good standing.

(4) Section IV amends the Ordinance's annual service charge language contained in Section IV to provide that the annual service charge shall be payable on the date prescribed by law for payment of the first installment of property taxes in a calendar year. This clarifies when the payment is due.



Tracy L.C. Miller
October 9, 2013
Page 2 of 2

Confidential: Attorney-Client Privileged Communication

(5) Section V contains language to clarify that the PILOT will be continued for 2013 in accordance with the provisions contained in Section IV of Ordinance No. 64. This language was added because of the transfer of ownership occurred during 2013. Without this language, there would be a "gap" in the effectiveness of the PILOT Ordinance.

(6) Section VI amends Section VIII of the Ordinance by providing that the Ordinance shall remain in effect as long as the conditions contained in Section III are met and an Authority-initiated or federally-initiated mortgage remains in place. The language which provides that the exemption shall not exceed for more than forty (40) years has been removed. By statute, the loan cannot exceed fifty (50) years.

(7) Section VII amends Section IX of the Ordinance to provide for a thirty (30) day cure in the event the Owner fails to pay the annual service charge.

(8) Section VIII amends Section X of the Ordinance to clarify that the adoption continued efficacy of the Ordinance is a condition precedent to the execution and/or the maintenance of the Authority or federally-aided mortgage.

(9) Section IX amends the Ordinance by adding a new provision which confirms that by enactment of this Ordinance, the contract is created between the Township and Tamarack and that the Authority and HUD are third-party beneficiaries of that contract. The Authority now requires this language in PILOT ordinances.

(10) The remaining sections of the Ordinance are those that are generally contained in an Ordinance adopted by the Trustees.

Overall, we believe that the proposed amendments are fair and accomplish the goal of the Township and Tamarack in preserving this type of housing by continuing the PILOT Ordinance.

Thank you and I look forward to see you on Tuesday evening.

Very truly yours,

THRUN LAW FIRM, P.C.



Gordon W. Van Wieren, Jr.
gvanwieren@thrunlaw.com

GWV/ssw
Enclosures

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DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 64.2

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCES NO. 64 AND 64.1, WHICH ARE ORDINANCES ADOPTED PURSUANT TO PA 1966 NO. 346 (MCL 125.1401 ET SEQ), THE "STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966" AND WHICH WAS ADOPTED TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING AN EXEMPTION FROM PAYMENT OF AD VALOREM PROPERTY TAX AND PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF SUCH TAXES; TO ESTABLISH A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES, AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATE OF THIS ORDINANCE; TO PROVIDE FOR THE DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT; AND TO AMEND SAID ORDINANCE TO RECOGNIZE THE TRANSFER OF OWNERSHIP OF SAID PROPERTY, THE RECONFIGURATION THEREOF, AND THE REFINANCING THEREOF NECESSARY TO ENHANCE SAID HOUSING FOR THE ELDERLY; AND TO CONTINUE THE AD VALOREM PROPERTY TAX EXEMPTION, TERM OF SAID EXEMPTION AND SERVICE CHARGE PAYMENT IN LIEU OF SUCH TAXES DURING THE TIME THE NEWLY ISSUED AND ELIGIBLE FINANCING IS IN EFFECT; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION 1. AMENDMENT OF SECTION I OF ORDINANCE NOS. 64 AND 64.1 ENTITLED "DEFINITIONS."

Section I of Delhi Charter Township Ordinance No. 64 (as amended by Ordinance No. 64.1), entitled "Definitions," subsection (b) shall be and is hereby amended to read as follows:

(b) "Owner" shall mean Tamarack Investors Limited Dividend Housing Association LLC, a Michigan limited liability company, and its successors and assigns, and all persons, corporations, partnerships or other entities having an interest in the exempt area.

(c) *Exempt area* shall be that portion of the property described herein which is utilized for housing for the elderly pursuant to a regulatory agreement between the Owner and the Authority or the U.S. Department of Housing and Urban Development, providing for construction and operation of housing for the elderly pursuant to Act No. 346 of the Public Acts of Michigan of 1966 (MCL 125.1401 et seq.), as amended.

SECTION 2. AMENDMENT OF SECTION II OF ORDINANCE NOS. 64 AND 64.1, ENTITLED "EXEMPT AREA."

Section II of Delhi Charter Township Ordinance Nos. 64 (as amended by Ordinance No. 64.1), entitled "Exempt Area," shall be and is hereby amended to read as follows:

Section II. Exempt Area. Upon the effective date of this Ordinance and pursuant to PA 1966 No. 346, as amended, the Township hereby establishes an exempt area, which shall be exempt from *ad valorem* property taxation described as follows:

All that part of the Southwest 1/4 of Section 14, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of Section 14; thence North 90°00'00" East 777.97 feet along the South line of said Section 14 to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 90°00'00" East 132.00 feet along said South line of Section 14; thence North 00°24'35" East 165.00 feet; thence North 90°00'00" East 132.00 feet; thence North 00°24'35" East 132.00 feet; thence North 90°00'00" East 198.00 feet; thence South 00°24'35" West 66.00 feet; thence North 90°00'00" East 132.00 feet to the West line of Supervisor's Plat No. 6 as recorded in Liber 11 of Plats on Page 34, Ingham County Records; thence North 00°24'

35" East 424.53 feet along the West line of said Plat; thence North 88°47'31" West 255.28 feet; thence South 90°00'00" West 359.88 feet; thence South 00°49'40" West 495.95 feet; thence North 90°00'00" East 24.76 feet; thence South 00°24'35" West 165.00 feet to the place of beginning.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly, including property located on said premises set aside for purposes of ingress, egress, parking, recreation, social services, management activities and open space, if such open space is approved as such by the Township Planning Commission.

SECTION 3. AMENDMENT OF SECTION III OF ORDINANCE NO. 64, ENTITLED "CONDITIONS".

Section III of Delhi Charter Township Ordinance No. 64, entitled "Conditions" shall be and is hereby amended to read as follows:

Section III. Conditions. The exemption from ad valorem property taxes granted in Section II hereof shall be subject to fulfillment of the following conditions:

- (1) That the Owner shall, at all times, maintain and operate in compliance with the zoning ordinance of the Township (except to the extent such property qualifies as "legally non-conforming" under the zoning ordinance of the Township).
- (2) That the Owner shall furnish to the Township all records, data, papers or documents relating to the use of the Exempt Area as the Township may reasonably require.
- (3) That the housing within the exempt area shall be provided exclusively for the elderly with the exception of one (1) unit which may be utilized by management personnel.
- (4) That the Owner shall pay, when due, the annual service charge hereinafter described.
- (5) Certification by the Authority that the Owner meets the criteria then effective for "Limited Dividend Housing Association," as that quoted term is defined by the Authority.
- (6) That, if required pursuant to applicable ordinances, all construction shall be pursuant to a building permit issued by the Township. The charge and mode of construction for said

development shall be according to the terms of the Township's building code, as amended.

SECTION 4. AMENDMENT OF SECTION IV OF ORDINANCE NO. 64, ENTITLED "ANNUAL SERVICE CHARGE, SPECIAL ASSESSMENT EXEMPTIONS."

Section IV of Delhi Charter Township Ordinance No. 64, entitled "Annual Service Charge, Special Assessment Exemptions," shall be and is hereby amended to read as follows:

Section IV. Annual Service Charge, Special Assessment Exemptions. The Owner shall pay, in lieu of ad valorem property taxes which would otherwise be payable as to the exempt area, an annual service charge. Such annual service charge shall be payable on the date prescribed by law for payment of the first installment of property taxes in a calendar year and shall be equal to four (4) percent of the contract rents received during the previous twelve-month period, or twelve thousand dollars (\$12,000.00), whichever is greater. Provided, however, that the annual service charge shall not be in lieu of sanitary sewer and water charges. Provided, further, that payment of the annual service charge shall not exempt the property from charges for special assessments for public improvements and special assessments for police and fire protection pursuant to Acts 33 and 181 of the Public Acts of Michigan of 1951 (MCL 41.801 et seq., 41.851 et seq.), as amended, in the event such special assessments are hereafter adopted by the Township.

SECTION 5. AMENDMENT OF SECTION V OF ORDINANCE NOS. 64 AND 64.1, ENTITLED "PRO-RATA TAXATION IN FIRST AND LAST YEAR OF EXEMPTION."

Section V of Delhi Charter Township Ordinance No. 64 (as amended by Ordinance 64.1), entitled "Pro-Rata Taxation in First and Last Year of Exemption," shall be and is hereby amended to read as follows:

Section V. Continuation of PILOT for 2013 and Pro-Rata taxation in the last year of exemption. Notwithstanding the provisions of Section V of Ordinance Nos. 64 and 64.1, the Owner shall pay an annual service charge for calendar year 2013 in accordance with Section IV of Ordinance 64 (as adopted 5/3/77). In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its pro rata share of the annual service charge and its

pro rata share of the ad valorem property tax for said year which would have been assessed but for the exemption granted hereunder.

SECTION 6. AMENDMENT OF SECTION VIII OF ORDINANCE NO. 64, ENTITLED "TAX EXEMPTION EFFECTIVE DATE, TERMINATION DATE; MAXIMUM EXEMPTION PERIOD."

Section VIII of Delhi Charter Township Ordinance No. 64, entitled "Tax Exemption Effective Date, Termination Date; Maximum Exemption Period," shall be amended to read as follows:

Section VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period. The exemption from taxation created herein shall be effective from the date the ordinance from which this section derives becomes effective and shall continue so long as conditions in Section III hereof are met and an Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of financing housing for the elderly remains outstanding and unpaid or the Authority or HUD has any interest in the development. A copy of said mortgage shall be filed with the Township clerk. Notwithstanding anything in this section to the contrary, the exemption hereunder shall terminate at such time as there is no longer a federally-aided or Authority-aided mortgage outstanding.

SECTION 7. AMENDMENT OF SECTION IX OF ORDINANCE NO. 64, ENTITLED "COLLECTION OF ANNUAL SERVICE CHARGE AND TAXES UPON DEFAULT"

Section IX of Ordinance 64, entitled "Collection of Annual Service Charge and Taxes Upon Default," shall be amended to read as follows:

Section IX. Collection of Annual Service Charge and Taxes Upon Default. Upon the failure of the Owner to pay the annual service charge, when due, which has not been cured within thirty (30) days of such due date, the annual service charge for the delinquent year shall be equal to the ad valorem property tax payable but for the exemption granted hereunder. Such amount shall be placed upon the roll and collected in the manner provided by law for the collection of ad valorem property taxes.

SECTION 8. AMENDMENT OF SECTION X OF ORDINANCE NO. 64, ENTITLED "INTER-RELATIONSHIP OF MORTGAGE AND INSURANCE."

Section X of Delhi Charter Township Ordinance No. 64, entitled "Inter-Relationship of Mortgage and Insurance," shall be amended to read:

Section X. Inter-Relationship of Mortgage and Insurance. The adoption and continued efficacy of this article being a condition precedent to the execution and/or maintenance of an Authority-aided or federally-aided mortgage for the operation and construction of housing for the elderly within the exempt area, the Township recognizes that the Owner and the Authority are relying upon the terms hereof.

SECTION 9. ADDITION OF NEW SECTION OF ORDINANCE NO. 64, ENTITLED "CONTRACTUAL EFFECT OF ORDINANCE."

A new Section XII is hereby added to Ordinance No. 64 to read as follows:

Section XII. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15(a)(5) of Act No. 346 of the Public Acts of Michigan of 1966 to the contrary, a contract between the Township and the Owner with the Authority and HUD as third party beneficiaries under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this ordinance.

SECTION 10. SURVIVAL OF ORDINANCE NOS. 64 AND 64.1 AND AMENDMENTS THERETO.

Except for the amendments set forth in this Ordinance, all provisions of Ordinance Nos. 64 and 64.1 shall remain in full force and effect.

SECTION 11. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION 12. EFFECTIVE DATE. This Ordinance shall become effective upon its final publication or posting as required by law.

AYES:

NAYS:

ABSENT:

First Reading: _____, 2013
First Publication: _____, 2013
Second Reading: _____, 2013
Second Publication (Posting): _____, 2013

C. J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 64.2, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ____ day of _____, 2013, and that the same was posted and published as required by law on the ____ day of _____, 2013.

Evan Hope, Clerk

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CHARTER TOWNSHIP OF DELHI

ORDINANCE NO. 64

PREAMBLE

AN ORDINANCE PURSUANT TO ACT 346 OF THE MICHIGAN PUBLIC ACTS OF 1966, AS AMENDED, TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF AD VALOREM PROPERTY TAXES: TO PROVIDE A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, AND THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND, AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATES OF THIS ORDINANCE; TO PROVIDE FOR DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT AND TO PROVIDE FOR AN EFFECTIVE DATE HEREOF.

THE CHARTER TOWNSHIP OF DELHI ORDAINS:

SECTION I. Definitions: For the purpose of this Ordinance the following terms shall have the meanings set forth in this section:

- (a) "Township" shall mean the Charter Township of Delhi, County of Ingham, State of Michigan.
- (b) "Owner" shall mean Amurcon Corporation and Francis Fine and its/their successors and assigns and all persons, corporations, partnerships or other entity having an interest in the exempt area.
- (c) "Exempt Area" shall be that portion of the property described herein which is utilized for housing of the elderly pursuant to a regulatory agreement between the Owner and the Authority, providing for construction and operation of housing for the elderly pursuant to Act 346 of 1966, as amended.
- (d) "Authority" shall mean the Michigan State Housing Development Authority.
- (e) "Elderly" shall mean a family wherein the head of the household is sixty-two (62) years of age or older or a single person who is sixty-two (62) years of age or older.

(f) "Contract Rent" shall mean the rent, from all sources, paid or payable to the Owner, for housing for the elderly within the exempt area.

SECTION II. Exempt Area: Pursuant to Act 346 of 1966, as amended, the Township hereby establishes an exempt area which shall be exempt from ad valorem property taxation and is described as follows:

Beginning 752 feet East and 165 feet North of the Southwest corner of Section 14, T3N, R2W, Delhi Township, Ingham County, Michigan, thence East 25 feet, thence South 165 feet, thence East 264 feet, thence North 297 feet, thence East 132 feet, thence South 297 feet, thence East 66 feet, thence North 231 feet, thence East 132 feet, thence North 424.25 feet, thence N 37°38'W 428 feet, thence S1°E 334.1 feet, thence West to a point 752 feet East of the West Section line, thence S0°49' 40"W 495.95 feet to the point of beginning.

ALSO: The South 66 feet of Lot 23, SUPERVISOR'S PLAT NO. 6, on the SW 1/4 of Section 14 and the NW 1/4 of Section 23, T3N, R2W, Delhi Township, Ingham County, Michigan.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly including property located on said premises set aside for purposes of ingress, egress, parking, recreation, management activities and open space if such open space is approved as such by the Township Planning Commission.

SECTION III. Conditions: The exemption from ad valorem property taxes granted in Section II hereof shall be subject to fulfillment of the following conditions:

(a) That the Owner, shall at all times, maintain and operate said property in compliance with the zoning ordinance(s) of the Township.

(b) That the Owner shall furnish to the Township all records, data, papers or documents relating to the use of the exempt area as the Township may reasonably require.

(c) That the housing within the exempt area shall be provided exclusively for the elderly with the exception of one (1) unit which may be utilized by management personnel.

(d) That the Owner shall pay, when due, the annual service charge hereinafter described.

(e) Annual certification by the Authority that the Owner continues to meet the criteria then effective for "Limited Dividend Rental Hosing Developments," as that quoted term is defined by the Authority.

(f) That all construction shall be pursuant to a building permit issued by the Township. The charge and mode of construction for said development shall be according to the terms of the Delhi Charter Township Building Code as amended.

SECTION IV. Annual Service Charge; Special Assessment Exemption: That the Owner shall pay, in lieu of Ad Valorem property taxes which would otherwise be payable as to the exempt area, an annual service charge. Said annual service charge shall be payable on or before the date prescribed by law for payment of property taxes and shall be equal to four (4%) per cent of the contract rents received during the previous twelve (12) month period, or Twelve Thousand (\$12,000.00) Dollars, whichever is greater. PROVIDED, however, that said annual service charge shall not be in lieu of sanitary sewer and water charges. Provided further that payment of said annual service charge shall not exempt said property from charges for special assessments for public improvements and special assessments for police and fire protection pursuant to Acts 33 and 181 of 1951 in the event such special assessments are hereafter adopted by the Township.

SECTION V. Township Allocation of Annual Service Charge. That upon receipt of said annual service charge the Township shall allocate same pro rata to those entities authorized to receive property tax revenue and shall transmit such funds accordingly.

SECTION VI. Pro-Rata Taxation in First and Last Year of Exemption.

Until occupancy by the elderly of the housing constructed within the exempt area, said property shall be subject to tax pursuant to the Michigan General Property Tax Act being Act 208 of 1893, as amended. The Owner shall notify the Township Supervisor and Assessor in writing immediately upon such occupancy. In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its pro-rata share of the Annual Service Charge and its pro-rata share of the ad valorem property tax for said year which tax would have been assessed but for the exemption granted hereunder.

SECTION VII. Exempt Property Roll, Purpose. Notwithstanding the exemption granted hereunder, the Township Assessor shall, each year, compute the true cash value and assessed valuation of said exempt area and record the results thereof in an "Exempt Property Roll" hereby created. The Township shall notify the Owner as to said valuation to the same extent and at the same time as notice is given to payors of real property taxes within the Township and the Owner shall have the right to contest said valuation before the Board of Review and to appeal such valuation as provided by law. Upon the expiration or termination of the exemption herein provided, the valuation of the property as last established, shall be placed upon the tax roll of the Township and the next succeeding tax bill shall be computed according to Section VI above. Said valuation shall also be used for purposes of establishing the portion of special assessments for police and fire which may be levied against the exempt area.

SECTION VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period: The exemption from taxation created herein shall be effective from the date specified in Section VI and shall continue so long as conditions in Section III hereof are met. PROVIDED, however

that said exemption shall not continue beyond the life of the original Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of constructing housing for the elderly. A copy of said original mortgage shall be filed with the Township Clerk and no option to extend or refinance, even if set forth in said original mortgage shall be computed in determining the expiration period of the exemption. The foregoing notwithstanding, no exemption granted hereunder shall extend for more than forty (40) years from the date of the first payment of principal and interest on said mortgage.

SECTION IX. Collection of Annual Service Charge and Taxes Upon Default. Upon the failure of the Owner to pay the Annual Service Charge, when due, the Annual Service Charge for said delinquent year shall be equal to the ad valorem property tax payable but for the exemption granted hereunder. Said amount shall be placed upon the roll and collected in the manner provided by law for the collection of ad valorem property taxes

SECTION X. Inter-relationship of Mortgage and Ordinance. The adoption and continued efficacy of this Ordinance being a condition precedent to the execution of an Authority-aided or federally-aided mortgage for the operation and construction of housing for the elderly within the exempt area, the Township recognizes that the Owner and the Authority are relying upon the terms hereof.

SECTION XI. Severability. This Ordinance and the various Sections, sentences and clauses hereof, are hereby declared to be severable. If any part, sentence, paragraph, section, clause or word is adjudged to be unconstitutional or invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions or

applications of this Ordinance which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

SECTION XII. Effective Date: This Ordinance shall become effective upon its final publication or posting as required by law.

First introduced: 14 day of April, 1977.

First published: 27 day of April, 1977.

Adopted: 3 day of May, 1977.

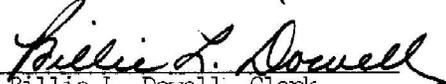
Published: 4 day of May, 1977.

THE CHARTER TOWNSHIP OF DELHI

BY


Michael Walkington, Supervisor

By


Billie L. Dowell, Clerk

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 64.1

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCE NO. 64, WHICH IS AN ORDINANCE ADOPTED PURSUANT TO PA 1966 NO. 346 (MCL 125.1401 ET SEQ), THE "STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966" AND WHICH WAS ADOPTED TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING AN EXEMPTION FROM PAYMENT OF AD VALOREM PROPERTY TAX AND PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF SUCH TAXES; TO ESTABLISH A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES, AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATE OF THIS ORDINANCE; TO PROVIDE FOR THE DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT; AND TO AMEND SAID ORDINANCE TO RECOGNIZE THE TRANSFER OF OWNERSHIP OF SAID PROPERTY, THE RECONFIGURATION THEREOF, AND THE REFINANCING THEREOF NECESSARY TO ENHANCE SAID HOUSING FOR THE ELDERLY; AND TO CONTINUE THE AD VALOREM PROPERTY TAX EXEMPTION, TERM OF SAID EXEMPTION AND SERVICE CHARGE PAYMENT IN LIEU OF SUCH TAXES DURING THE TIME THE NEWLY ISSUED AND ELIGIBLE FINANCING IS IN EFFECT; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION 1. AMENDMENT OF SECTION I OF ORDINANCE NO. 64 ENTITLED "DEFINITIONS."

Section I of Delhi Charter Township Ordinance No. 64, entitled "Definitions," subsection (b) shall be and is hereby amended to read as follows:

(b) "Owner" shall mean Amurcon Corporation and Francis Fine and its/their successors and assigns, and all persons, corporations, partnerships or other entities having an interest in the exempt area, and particularly "Tamarack 2009 Limited Dividend Housing Association Limited Partnership" and its successors and assigns.

SECTION 2. AMENDMENT OF SECTION II ENTITLED "EXEMPT AREA."

Section II of Delhi Charter Township Ordinance No. 64, entitled "Exempt Area," shall be and is hereby amended to read as follows:

Section II. Exempt Area. Upon the effective date of this Ordinance and pursuant to PA 1966 No. 346, as amended, the Township hereby establishes an exempt area, which shall be exempt from *ad valorem* property taxation described as follows:

Part of the Southwest ¼ of Section 14, T3N, R2W, Delhi Township, Ingham County, Michigan more particularly described as follows:

Commencing at the SW corner of said Section 14 and proceeding due east 843.97 feet along the South line of said Section 14, said line also being the centerline of Holt Road (33 feet wide, ½ width) to the point of beginning; thence continuing East along said South line and Holt Road centerline 66.00 feet; thence N 00°24'35" E 165.00 feet; thence due East 132.00 feet; thence N 00°24'35" E 132.00 feet; thence due East 198.00 feet; thence S 00°24'35" W 66.00 feet; thence due East 132.00 feet to the West line of "Supervisor's Plat No. 6" as recorded in Liber 11 of Plats, on page 34, Ingham County Records, thence along the West line of said plat N 00°24'35" E 424.03 feet measured (4424.73 feet record); thence N 88°51'41" W 255.18 feet measured (255.04 feet record); thence N 89°51'46" W 359.97 feet measured (due West 359.88 feet record); thence along a line intended to be parallel to and 752.00 feet East of the West line of said Section 14, S 00°49'40" W 496.00

feet measured (495.95 feet record); thence due East 90.76 feet; thence S 00°24'35" W 165.00 feet to the point of beginning, containing 6.45 acres, more or less.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly, including property located on said premises set aside for purposes of ingress, egress, parking, recreation, management activities and open space, if such open space is approved as such by the Township Planning Commission.

SECTION 3. AMENDMENT OF SECTION VI ENTITLED "PRO-RATA TAXATION IN FIRST AND LAST YEAR OF EXEMPTION."

Section VI of Delhi Charter Township Ordinance No. 64, entitled "Pro-Rata Taxation in First and Last Year of Exemption," shall be and is hereby amended to read as follows:

Section VI. Pro-Rata Taxation In The Last Year Of Exemption. In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its *pro rata* share of the annual service charge and its *pro rata* share of the *ad valorem* property tax for said year which would have been assessed but for the exemption granted hereunder.

SECTION 4. AMENDMENT OF SECTION VIII ENTITLED "TAX EXEMPTION EFFECTIVE DATE, TERMINATION DATE; MAXIMUM EXEMPTION PERIOD."

Section VIII of Delhi Charter Township Ordinance No. 64, entitled "Tax Exemption Effective Date, Termination Date; Maximum Exemption Period," shall be amended to read as follows:

Section VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period. The exemption from taxation created herein shall be effective from the date this Ordinance becomes effective and shall continue so long as conditions in Section III hereof are met. PROVIDED, however, that said exemption shall not continue beyond the life of the original Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of

constructing housing for the elderly, and the HUD 221-d-4 mortgage to be issued in connection with the refinancing of the original elderly housing development existing on the exempt property. A copy of said mortgage issued for refinancing purposes and identified above shall be filed with the Township Clerk, and no option to extend or refinance said mortgage, even if set forth therein, shall be computed in determining the expiration period of the exemption. The foregoing notwithstanding, no exemption granted hereunder shall extend for more than forty (40) years from the date of the first payment of principal and interest on the mortgage issued in connection with said refinancing.

SECTION 5. SURVIVAL OF ORDINANCE 64 AND AMENDMENTS THERETO.

Except for the amendments set forth in this Ordinance, all provisions of Ordinance No. 64 shall remain in full force and effect.

SECTION 6. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

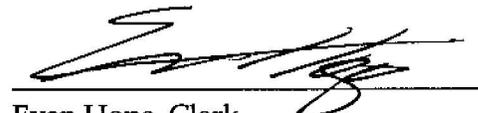
SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon the closing on the refinancing undertaken in connection with the issuance of the HUD 221-d-4 mortgage identified above.

AYES: Sweet, Ammon, Bajema, Goodrich, Hayhoe, Hope, Ketchum
NAYS: None
ABSENT: None

First Reading: March 1, 2011
First Publication: March 6, 2011
Second Reading: March 15, 2011
Second Publication: March 20, 2011



Stuart Goodrich, Supervisor



Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 64.1, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the 15th day of March, 2011, and that the same was posted and published as required by law on the 6th and 20th day of March, 2011.



Evan Hope, Clerk

Delhi Township Fire Department Monthly Report

September, 2013

Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	146	-	148
Fire / Rescue	42	2	42
Total Calls	188	2	190
Staff Hours	248.73	.75	207.48

Total calls in 2013: 1,909

Total calls for 2012: 2,577

Inspections

Commercial Fire Inspections –41

Fire Personnel Company Inspections - 23

Training

371 Personnel participated in 632.5 Hours of Training

Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	1
Meetings	4.5
Mentoring new personnel	8

Mutual Aid: Given – 3 Received – 8

Miscellaneous

- September 3 vehicle fire on I-96/127 confined to the engine compartment, total loss.
- September 9 motor vehicle collision on I-96 eb ramp from 127 sb, car missed the curve and went into trees, person extricated and transported by Delhi.
- September 24 fire alarm at 4400 Holt, crews found unattended food on the stove on the fifth floor apt. Apt ventilated of foul burnt food smoke and odor.
- September 27 motor vehicle collision on I-96, extrication of 3 people, Meridian Fire and Lansing Mason Amb assisted with extrication and transport.
- Blue Card training at Delhi Command training center, Sept 11 -13 Lansing, East Lansing and Delhi in attendance.
- Trench Rescue training with Lansing Metro team at POTW Sept 17 - 20

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: October 1, 2013

RE: September 2013 Monthly Report

HIGHLIGHTED CASES AND INCIDENTS:

- 09/01/2013 Deputy Kindervater responded to a loud party complaint in the 2700 block of Dellridge. The homeowner was issued a citation for disorderly/noise violation under the Delhi Township Ordinance.
- 09/04/2013 Deputy Huhn investigated a larceny from vehicle complaint in the 1500 block of Berkley Dr. The unknown suspect(s) stole an IPOD out of the victim's unlocked vehicle.
- 09/06/2013 Lieutenant Trojanowicz investigated a larceny from vehicle complaint in the 3900 block of Calypso. The victim had his work camera stolen out of his vehicle by a subject who was later identified. A warrant is being sought through the Ingham County Prosecutor's Office.
- 09/07/2013 Deputy Torok investigated a retail fraud complaint at 2765 Eaton Rapids Rd. (Speedway Gas Station). A witness obtained a license plate number on the suspect vehicle. Deputy Torok responded to the address that came back on the suspect vehicle. Deputy Torok arrested the suspect for driving on a suspended license and retail fraud. The suspect was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.

- 09/07/2013 Deputy Brandon Doerr investigated a malicious destruction of property complaint in the 5000 block of Willoughby Rd. The victim had the window to her residence damaged by unknown suspect(s).
- 09/09/2013 Deputy Jason Kuch is investigating a malicious destruction of property complaint in the 4300 block of Holt Rd. The victim had the front window of her residence shot out with a bb gun by unknown suspect(s).
- 09/11/2013 Deputy Ward initiated a traffic stop for a traffic violation at Jolly Rd. and Dunckel Rd. The driver was cited for driving while license suspended and the passenger was arrested for possession of marijuana. The passenger was lodged at the Ingham County Jail and charges are being sought through the Ingham County Prosecutor's Office.
- 09/11/2013 Deputy Huhn arrested a subject for disorderly conduct under the Delhi Township ordinance at Meadowlawn and Keller. The subject was lodged at the Ingham County Jail. Charges are being sought through the Delhi Township Attorney.
- 09/11/2013 Deputy Kindervater initiated a traffic stop for a traffic violation at Keller Rd. and Coolridge Rd. Deputy Kindervater arrested a passenger in the vehicle for possession with intent to deliver cocaine, carrying a concealed weapon, a felon in possession of a firearm, felony firearm, and tampering with evidence. The passenger was lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 09/13/2013 Deputy Torok investigated a larceny complaint at 1784 N. Aurelius Rd. (Holt Junior High School). A teacher had his I – Phone stolen by unknown suspect(s).
- 09/14/2013 Deputy Torok initiated a traffic stop for a traffic violation at Eifert Rd. and Willoughby Rd. The driver of the vehicle was arrested on two outstanding warrants. The driver was also in possession of marijuana. The driver of the vehicle was lodged at the Ingham County Jail. Charges are being sought for possession of marijuana through the Ingham County Prosecutor's Office.
- 09/15/2013 Deputy Torok investigated a malicious destruction of property complaint in the 1800 block of Pageant Way. The victim had his residence broken into by unknown suspect(s). The suspect(s) stole the victim's flat screen television and two game systems. Fingerprints were lifted from the scene and submitted to the Michigan State Police Crime Lab for analysis.
- 09/15/2013 Deputy Torok is investigating a larceny complaint at 2040 N. Aurelius Rd. (The Dollar General). Two employees had their purses stolen by unknown suspect(s) from the break room.
- 09/18/2013 Deputy Bennehoff is investigating a larceny complaint at 1250 Cedar St. (Ralya's Auto Repair). A known suspect stole auto parts. The investigation

is on – going.

- 09/18/2013 Deputy Bennehoff investigated a home invasion in the 2100 block of Eifert Rd. The victim had his residence broken into by unknown suspect(s). The suspect(s) stole miscellaneous items.
- 09/18/2013 Deputy Ward and Sergeant Weiss investigated an unknown trouble complaint in the 2000 block of Thorburn St. The victim was assaulted by her ex – boyfriend. The suspect choked the victim, pushed her down, and took her phone so that she could not call 911. The suspect was located in the City of Lansing and was arrested. The suspect was lodged at the Ingham County Jail. Charges are being sought for robbery, domestic assault, strangulation, and tampering with a phone line through the Ingham County Prosecutor’s Office.
- 09/18/2013 Sergeant Weiss investigated a loud music complaint in the 5000 block of Amsterdam. The homeowner was issued a citation under the Delhi Township Ordinance for loud music.
- 09/20/2013 Deputy Richards investigated a larceny complaint in the 1800 block of Walnut St. The victim had two bicycles taken by unknown suspect(s).
- 09/22/2013 Deputy Ward investigated a home invasion in the 1900 block of Elm St. The victim had her residence broken into by unknown suspect(s). The suspect(s) stole a television and \$200.00 in cash.
- 09/22/2013 Lieutenant Ferguson initiated a traffic stop on a moped for a traffic violation. The moped was stolen out of East Lansing Police Department. Charges are being sought through the Ingham County Prosecutor’s Office on the suspect.
- 09/24/2013 Deputy Boerkoel investigated a larceny complaint at 3931 W. Holt Rd. (Capital Barricading). Unknown suspect(s) cut the gas line to two vehicles and cut a padlock off of Eastlund’s pump in an attempt to steal gas.
- 09/25/2013 Deputy Jason Kuch investigated a larceny complaint in the 4300 block of Lynn St. The victim had her cell phone stolen by two known suspects. The phone was located on the juvenile suspect who was located in the area by officer’s. Charges are being sought through the Ingham County Prosecutor’s Office on the suspects.
- 09/25/2013 Deputy McElmurray investigated an attempt armed robbery in the 2000 block of Adelpa. The victim had a knife pointed at him by the suspect. The suspect demanded the victim’s bike and money. The victim pushed the suspect and rode his bike from the scene. Nothing was stolen and the victim was not injured.
- 09/26/2013 Deputy Jason Kuch investigated a larceny complaint in the 1900 block of Michael. The victim had two LED lights stolen from his yard by unknown suspect(s).

09/27/2013 Deputy Richards investigated a larceny complaint at 4573 Willoughby Rd. (Willoughby Rd. Coin Laundry). Money was stolen by unknown suspect(s). Deputy Richards is waiting to view the surveillance video to identify the suspect(s).

09/28/2013 Deputy Macomber initiated a traffic stop for a traffic violation at Phillips and Grove St. A passenger in the vehicle was arrested on four Friend of the Court warrants. Deputy Macomber located marijuana and cocaine when searching the vehicle. Charges are being sought through the Ingham County Prosecutor's Office.

09/28/2013 Deputy Brandon Doerr investigated a larceny from vehicle complaint in the 1600 block of Pearson Court. The victim had his IPOD touch stolen by unknown suspect(s).

09/28/2013 Deputy Bennehoff investigated a larceny complaint in the 4000 block of Holt Rd. The victim had 50 gallons of diesel fuel stolen out of his semi truck by unknown suspect(s).

09/29/2013 Sergeant Flint investigated a retail fraud at 2102 N. Aurelius Rd. (Browsers). The suspects left on foot prior to police arrival. Sergeant Flint located a suspect that matched the description given by the complainant a short distance away from the store. Sergeant Flint located the liquor that was stolen in the retail fraud and arrested a suspect in the retail fraud. Charges are being sought through the Ingham County Prosecutor's Office.

STATISTICS:

During the month of September, Deputies responded to 356 calls for service (written/blotter complaints). They made 109 arrests of which 51 were self-initiated. Deputies issued 189 citations. Deputies conducted 424 business/property checks, 23 liquor inspections, and they spent 129.5 hours in Community Policing. Deputies participated in 154.1 hours of training.

Calls for Service

	2011	2012	2013
September	513	360	356
Year to Date	4593	3982	3475

Total Arrests

2011	2012	2013
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September	84	77	109
Year to Date	781	901	1033

Total Self – Initiated Arrests

	2011	2012	2013
September	61	50	51
Year to Date	601	516	571

Citations Issued

	2011	2012	2013
September	109	162	189
Year to Date	1539	1864	1880

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Joel Maatman
Major

TO: Lt. Eric Trojanowicz
FROM: Dep. Kelly Bowden #5379
DATE: Wednesday, October 02, 2013
RE: September 2013 Monthly Business Officer Report

Total Complaints: 27
Traffic Stops: 28
Citations: 8
Property/ Business Checks: 89
Community Policing Hours: 14.7
School Contacts: 4

Community Policing Highlights:

I assisted with traffic control at Elliott Elementary for the first few days of the new school year. The traffic flow for parents picking up and dropping off students had changed from last year and the school requested our assistance with ensuring things went smoothly. There were no issues to report and most parents seemed very happy with the new arrangement.

Due to a recent string of armed bank robberies in the area, I made the rounds to banks and credit unions located in Delhi Township. I reviewed safety protocols with staff and provided them with information about the suspects involved in the area robberies.

I responded to a local Township park after park workers reported a disorderly subject. The male was reportedly combing the beach and swimming area with a metal detector. The male had been told the beach and swimming area was closed for the season and refused to leave the immediate area when asked by park staff. I contacted the male and, after a short debate, he elected to leave rather than be cited for trespassing.

I checked a field next to an area business after the business owner complained of homeless people possibly camping on his property. I located a tent and personal belongings in the field. I was able to determine the items belonged to a juvenile living nearby. I also found there was contraband consistent with drug and alcohol use mixed with the personal belongings. I contacted the juvenile's parents and discussed the matter with them. The parents stated they would take corrective action.

I was dispatched for a female stumbling in the roadway and falling into ditches. I located the female and contacted her. The female stated she was fine, but it was quickly obvious when I spoke with her that she was not. The female was not intoxicated and did not appear to be under the influence of drugs. Paramedics were summoned to the scene and transported the female to the hospital for an unknown medical condition.

Investigative Highlights:

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

I was dispatched for a retail fraud case at a local grocery store. The suspect was a former employee and had allegedly stolen alcohol. He was immediately recognized by former co-workers as he entered the store. I contacted the suspect and he confessed to stealing the alcohol. A warrant for his arrest is pending.

I responded to a local fast food restaurant after an employee witnessed two females in the women's restroom injecting drugs. I located the females and interviewed them. A search of their car resulted in paraphernalia being located. Criminal charges are pending for the suspects.

I was dispatched for a hit and run report at a local doctor's office. The doctor's vehicle was backed into by a female in another car, who quickly left the area without identifying herself. Using the license plate number provided by an eyewitness, I located the female and received a confession. The female was issued an appearance ticket for failing to report a property damage accident.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

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TO: Lt. Eric Trojanowicz
FROM: Deputy Mary Hull #5353
DATE: Thursday, October 03, 2013
RE: September 2013 Monthly Report

MONTHLY STATISTICS:

Complaints:	15
Community Policing Hours:	83
School Contacts:	75
Citations:	2

COMMUNITY POLICING HIGHLIGHTS:

Prior to the school year starting Elliott Elementary made a change to the traffic flow in front of the school. The change was to the student drop of and pick up area and where the buses would drop off and pick up students. To help with this change and possible confusion, Delhi Fire and our department made ourselves visible and helped direct parents and students at the beginning and end of school day. I have also spent time at others schools to observe their traffic at the beginning and end of the day as a reminder to parents and students to drive safely.

On September 11, I assisted Deputy Richards, volunteers from the Motor Division and members of the Explorer Post stop traffic for the more than 300 runner/walkers that participated in the 9-11 run through Delhi Township.

OTHER HIGHLIGHTS:

During the month I took 15 complaints, which included a weapons complaint, hit and run accident, truancies, domestic assault, and Child Protective Services referrals.

On September 10, I responded to Holt High School for a weapons complaint. The previous day a student showed a staff member a knife he recently purchased. When the incident was reported to the school the student still had the knife in his pocket. The student advised that he was carrying the knife for protection, as he was concerned that a person he had fought with was "coming after" him. The knife was confiscated from the student and placed into evidence to be destroyed. The report was closed and was not submitted to Ingham County Prosecutor's Office.

On September 13, I responded to Holt High School for a private property hit and run accident. A student parked her vehicle in the parking lot at the beginning of the school day when she returned at the end of the day she found her car had been hit by another vehicle. Fortunately a witness observed the entire incident and wrote down the registration plate of the suspect vehicle. The suspect driver admitted to the accident and reported that she was scared so she left the scene without stopping. The suspect driver was subsequently cited for leaving the scene of a property damage accident.

On September 13, I was assigned two separate Child Protective Services referrals that were submitted by a counselor at Holt Jr. High. Both referrals were rejected by the Department of Human Services, as the victim and offender were not related or living in the same residence. I investigate both incidents and determined that one was previously reported and closed by another department; the other was closed and determined to be a parental issue.

On September 20, I responded to a residence for a domestic assault complaint. The female victim reported that her live in boyfriend pushed her out of the doorway she was blocking while they were arguing over money. The suspect advised that he was trying to leave but his girlfriend would not move from the doorway, and he had to push past her to get to the front door. The suspect was arrested on an outstanding warrant from Friend of the Court; the domestic assault report was turned over to Ingham County Prosecutor's Office for review.

On September 24, while at Holt High School Ninth Grade Campus I was approached by a grandfather of an eighth grade student about the fact that his granddaughter was refusing to go to school. The complainant further advised that his granddaughter's friend, who is a ninth grade student, was also at the house and refusing to go to school. After confirming both students were unexcused from school I went to the residence they were at to talk to them about school attendance. Ultimately both students agreed to go to school in lieu of a truancy citation. On September 25, I received a call from the ninth

grade campus that two students were seen running from school east on Holt Road. While traveling in the area I located both students and returned them to school.

On September 30, I received a complaint that an unknown individual created a Twitter account in Dr. Scott's name, and tweeted inappropriate statuses. The Twitter feed has since been taken down and is currently under investigation, a search warrant has been presented to Twitter to identify the creator of the account.



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Major

TO: Lt. E. Trojanowicz

FROM: Dep. P. Richards

DATE: 10/04/13

RE: September Monthly

MONTHLY STATISTICS:

Arrests	(08)Msd.
Traffic Stops:	(25)
Citations issued:	(12)
Complnts (Blotters):	(13/1)
Comm. Policing Hrs.:	(22)
Training Hrs.:	(8.0)
School Contacts:	(02)
N. W. meetings:	(01)
Spec. Assngmt. Hrs.	(15.5)

COMMUNITY POLICING HIGHLIGHTS:

I worked several special assignments with other Deputies on several occasions in direct patrol utilizing the patrol vehicle during both the day and night hours. I spoke to several individuals during this special

day / night directed patrol; I assisted on several calls of service. Many area (businesses and neighborhoods) were checked during the time I was out on patrol; checked local parks in the afterhours as well.

I helped with the creation/development of police traffic points/assist locations for the 9-11 Hero Run that took place on September 11th in the evening. There were many runners/walkers that participated in this event; many traffic points for participant safety had to be developed to insure proper safety routes for the runners/walkers. I contacted Spartan Barricade to assist us with a lane closure on Aurelius road; again to insure safety for all the Hero Run participants. An awards/recognition ceremony was conducted at the end of the race to highlight additional participants of the Hero Run/Race/Walk.

I had a meeting with the manager of Stonegate 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 or November.

I patrolled many neighborhoods in my district this month with both bicycle or patrol vehicle. I made twenty-five (25) stops this month and issued twelve (12) citations for various traffic infractions; I had eight (8) misdemeanor arrests.

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.

I maintained the webpage/facebook for the Ingham County Sheriff's Office Delhi Division; also maintained the Neighborhood Watch email correspondence with webpage/facebook updates.

OTHER HIGHLIGHTS:

I investigated several larceny of bikes complaints. In several instances the bikes were taken from an unlocked location (or from a garage with the garage door up through the night); no serial numbers were given to me from any of the victims. Area canvasses were done without any additional information being obtained from any of the neighbors. I advised all victims/complainants to keep a records of their serial numbers for their bicycles.

I investigated a harassment/public peace complaint; it was a non-threatening harassment complaint. The suspect was advised to not make any additional comments towards the victim or possible prosecution would be sought; all parties involved advised that communication would discontinue between them.

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 also investigated a single motor vehicle personal injury accident that occurred on I-96 near US – 127; both driver and passenger were injured. Both victims were transported to Sparrow Hospital for treatment and evaluations; both patients were in stable condition.

A Hit and Run no-injury accident was also investigated on I-96 near US-127; minor damage to vehicle. No suspect or vehicle information was obtained.

DELHI CHARTER TOWNSHIP
Department of Community Development
Septemeber 2013 Activity Report

New Permits:

Category	DDA Area Permits	Total Permits	Total Inspections
Building	14	51	105
Electrical	6	15	22
Mechanical	3	21	39
Plumbing	3	8	18
Fire Inspections	N/A	N/A	40
Totals	26	95	224

Soil Erosion Permits & APA Projects:

Category	DDA Area Permits	Total Permits/New Projects	Total Inspections
Soil Erosion	1	3	50
Soil Erosion Waivers	1	1	1
APA Projects	0	0	0
Totals	2	4	51

New Code Enforcement Cases:

Category	DDA Area Cases	Total Cases
Building Maintenance	1	1
Fence Violation	0	1
Junk & Debris	2	2
Junk Vehicles	1	6
Miscellaneous	5	10
Noxious Weeds	6	14
Sidewalk Snow	0	0
Sign	2	4
Site Plan	0	0
Yard Parking	1	1
Improper Zoning Use	5	5
Totals	23	44
Total # of Inspections		91

Rental Program Information:

Number of New Registered Rental Properties	1
Number of Rental Re-inspections	5
Number of Rental Investigations	0
Number of Rental Cycle Inspections	4

Civil Infraction/Abatement Information:

Abatement/Clean-ups	10
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	\$15,603.80
Civil Infractions Issued	0
<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 ADDITION						
PB13-293	3400 BELLE CHASE WAY	WIELAND DAVCO CORP	21,697 SQ FT ADDITION AND REMODEL EXISTING 33,892 SQ FT OF BUILDING	\$3,769,956	\$24,882.00	
COMMERCIAL ADDITION				\$3,769,956	\$24,882.00	Total: 1
COMMERCIAL ALTERATION						
PB13-286	6133 AURELIUS ROAD	SWAN INVESTMENT PARTNERSHIP	REMODEL 700 SQUARE FEET OF INTERIOR FINISHED GARAGE SPACE	\$24,500	\$165.00	Y
PB13-287	2373 CEDAR PARK DRIVE	MALLORY BUILDING CONTRACTORS	REMODELING THREE OFFICES, ADDING ONE BATHROOM AND ONE SMALL BREAKROOM AREA	\$18,500	\$125.40	Y
COMMERCIAL ALTERATION				\$43,000	\$290.40	Total: 2
COMMERCIAL MISCELLANEOUS						
PB13-315	1494 AURELIUS ROAD	SBA COMMUNICATIONS	SPRINT ADDING THREE ADDITION ANTENNAS - 1 PER SECTOR. TOWER WORK ONLY.	\$0	\$50.00	
COMMERCIAL MISCELLANEOUS				\$0	\$50.00	Total: 1
DECK						
PB13-273	3858 CALYPSO LANE	DECAMP, DAVID	ADDING ON 50 SQ FT TO EXISTING DECK	\$1,728	\$50.00	Y
PB13-279	4262 WILLOUGHBY ROAD	LEONARD, STANLEY P	CONSTRUCTING A ROOF OVER THE EXISTING 16' X 12' DECK	\$4,900	\$50.00	Y
PB13-283	5900 CARTAGO DRIVE	GM CONSTRUCTION	CONSTRUCTING A 588 SQ FT DECK	\$5,292	\$50.00	
PB13-298	4537 WESWILMAR DRIVE	HILDEBRAND, J & T & VINEYARD C & J	1/2 SQ FT FRONT PORCH WITH A ROOF	\$1,008	\$50.00	
DECK				\$12,928	\$200.00	Total: 4
FENCE						
PB13-269	1655 AURELIUS ROAD	JECKS, THOMAS N	MOVING 6' FENCE IN REAR YARD	\$0	\$50.00	N
PB13-274	5678 LADDERBACK DRIVE	FRANCK, MATTHEW & HOLLY	INSTALLING 5 FT CHAIN LINK FENCE	\$0	\$50.00	
PB13-284	1937 PAGEANT WAY	RANCH LIFE PLASTICS, INC	REPLACING 3' PERIMETER FENCE	\$0	\$50.00	

DELHI CHARTER TOWNSHIP

Building Permit Details

of

Permits

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-285	4286 SYCAMORE STREET	RANCH LIFE PLASTICS, INC	INSTALLING 36" DECORATIVE PICKET FENCE AND ARBOR IN THE MIDDLE OF THE YARD	\$0	\$0.00	
PB13-288	1821 JEANNE STREET	TOAZ, SCOTT	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-296	1911 MOCKINGBIRD LANE	SALINAZ, ALEXANDRA	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-304	5015 O'CONNOR DRIVE	AMOGUIS, REYNALDO C	INSTALLING 6' PRIVACY FENCE IN REAR YARD	\$0	\$50.00	
PB13-305	1564 WITHERSPOON WAY	JB CONSTRUCTION	INSTALLING NEW 6' VINYL FENCE ON THREE SIDES AND 4' CHAIN LINK AT REAR PROPERTY LINE	\$0	\$50.00	
PB13-307	2581 WINTERBERRY STREET	HORN, PATRICK	INSTALLING 4' VINYL COATED CHAIN LINK FENCE IN REAR YARD	\$0	\$50.00	Y
PB13-311	4039 PINE DELL DRIVE NORTH	MORAN, THELMA F	REPLACING EXISTING 4' CHAIN LINK FENCE ON EAST AND NORTH SIDE OF PROPERTY	\$0	\$50.00	
PB13-312	4200 TURNBRIDGE DRIVE	KELLEY, SHERIDAN T & ELIZABETH W	INSTALLING 4' CHAIN LINK FENCE IN REAR YARD	\$0	\$50.00	
FENCE						
RESIDENTIAL ALTERATION						
PB13-292	2631 GROVENBURG ROAD	ODD FELLOWS CONTRACTING INC	REMOVE KITCHEN / DINING ROOM WALL AND INSTALL SUPPORT FOOTING FOR CARRIER BEAM	\$9,800	\$60.00	
PB13-297	2231 COLLEGE ROAD	J & L RESTORATION & CLEANING	REPLACING 5 FIRE DAMAGED CEILING JOISTS IN MASTER BATH	\$13,000	\$78.00	
RESIDENTIAL ALTERATION						
RESIDENTIAL MISCELLANEOUS						
PB13-275	2710 SORORITY LANE	TURN KEY IMPROVEMENTS LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-276	5825 CALETA DRIVE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-277	4558 DON STREET	BANNHARD, E GARY & JANET A	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-278	4075 PINE DELL DRIVE NORTH	EXTERIORS OF LANSING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
				\$0	\$500.00	Total: 11
				\$22,800	\$138.00	Total: 2

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	Permits # of
PB13-280	2819 MEMORY LANE	SHERRIFF-GOSLIN CO	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-281	6537 AURELIUS ROAD	SHERRIFF-GOSLIN CO	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB13-282	2649 FONTAINE TRAIL	MULTISERVE INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-289	2257 GUNN ROAD	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-290	2570 SORORITY LANE	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-291	2646 FONTAINE TRAIL	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-294	2162 GROVENBURG ROAD	SUPERIOR SERVICES RSH INC	TEAR OFF AND RE-ROOF FREE STANDING GARAGE	\$4,025	\$50.00		
PB13-295	3530 OBSERVATORY LANE	JIMMERSON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-301	4846 SUTHERLAND DRIVE	RAVIDA, GIUSEPPE	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-302	2670 SORORITY LANE	STREAMLINE ENTERPRISES INC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	N	
PB13-303	2041 BURTON AVENUE	COOKE, DEBRA A	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-306	3850 KNOTWOOD DRIVE	PALMER CONSTRUCTION SERVICES LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-308	1938 CROMWELL STREET	KIENITZ, JEREMY	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-309	4339 WILLEDSON AVENUE	TURN KEY IMPROVEMENTS LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-310	4588 WILCOX ROAD	NYBOER BUILDERS	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-313	2088 THORBURN STREET	HARDY, ROBERT	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB13-314	2560 SORORITY LANE	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00		
PB13-317	1609 HOLBROOK DRIVE	LE, QUYNH-NHI THI & NGUYEN, LOC VAN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	
PB13-318	4240 DELL ROAD	HOME PRO ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y	

RESIDENTIAL MISCELLANEOUS

\$180,025 \$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						
PB13-299	4240 TURNBRIDGE DRIVE	LINDEMANN, CARY S	480 SQ FT ATTACHED GARAGE	\$10,080	\$66.00	
PB13-300	4196 HOLT ROAD	NORTHTOWN CONSTRUCTION INC.	DEMO EXISTING SHED AND BUILD NEW 20X 28 POLE STRUCTURE	\$10,080	\$66.00	Y
PB13-316	2088 THORBURN STREET	HARDY, ROBERT	CONSTRUCTING 768 SQ FT POLE STRUCTURE	\$13,824	\$84.00	Y
RESIDENTIAL STORAGE/GARAGE				\$33,984	\$216.00	Total: 3
SIGN						
PS13-019	4170 CHARLAR DRIVE	DOUGLAS SIGNS	INSTALLING 33 SQ FT GROUND MOUNTED SIGN	\$0	\$83.00	Y
PS13-020	2123 AURELIUS ROAD	LIU ENTERPRISES LLC	INSTALL A 32 SQ FT GROUND MOUNTED SIGN	\$0	\$82.00	
PS13-021	2018 CEDAR STREET	WILD STRAWBERRY & MORE	INSTALLING NEW 16 SQ FT AWNING SIGN	\$0	\$66.00	Y
PS13-022	2018 CEDAR STREET	FARMERS INSURANCE	MOVING EXISTING 14 SQ FT AWNING SIDE TO OTHER SIDE OF THE BUILDING	\$0	\$64.00	Y
SIGN				\$0	\$295.00	Total: 4
Totals:				\$4,062,693	\$27,721.40	51

Permit.DatIssued Between 09/01/2013 AND 09/30/2013
 AND
 Permit.PermiTType = Building OR
 Permit.PermiTType = Sign

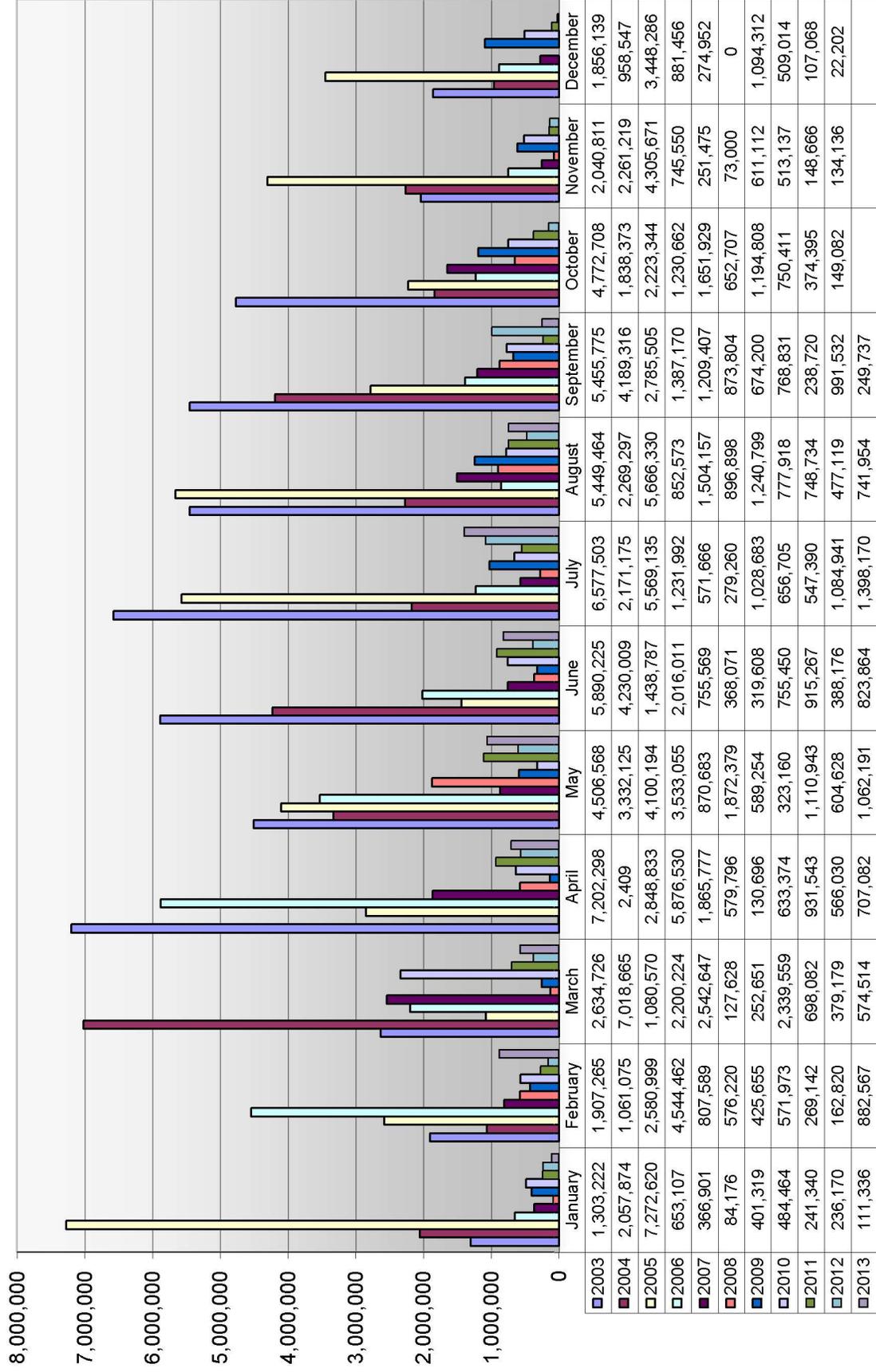
SUMMARY OF CONSTRUCTION VALUES

Year	2007		2008		2009		2010		2011		2012	
	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	\$ -

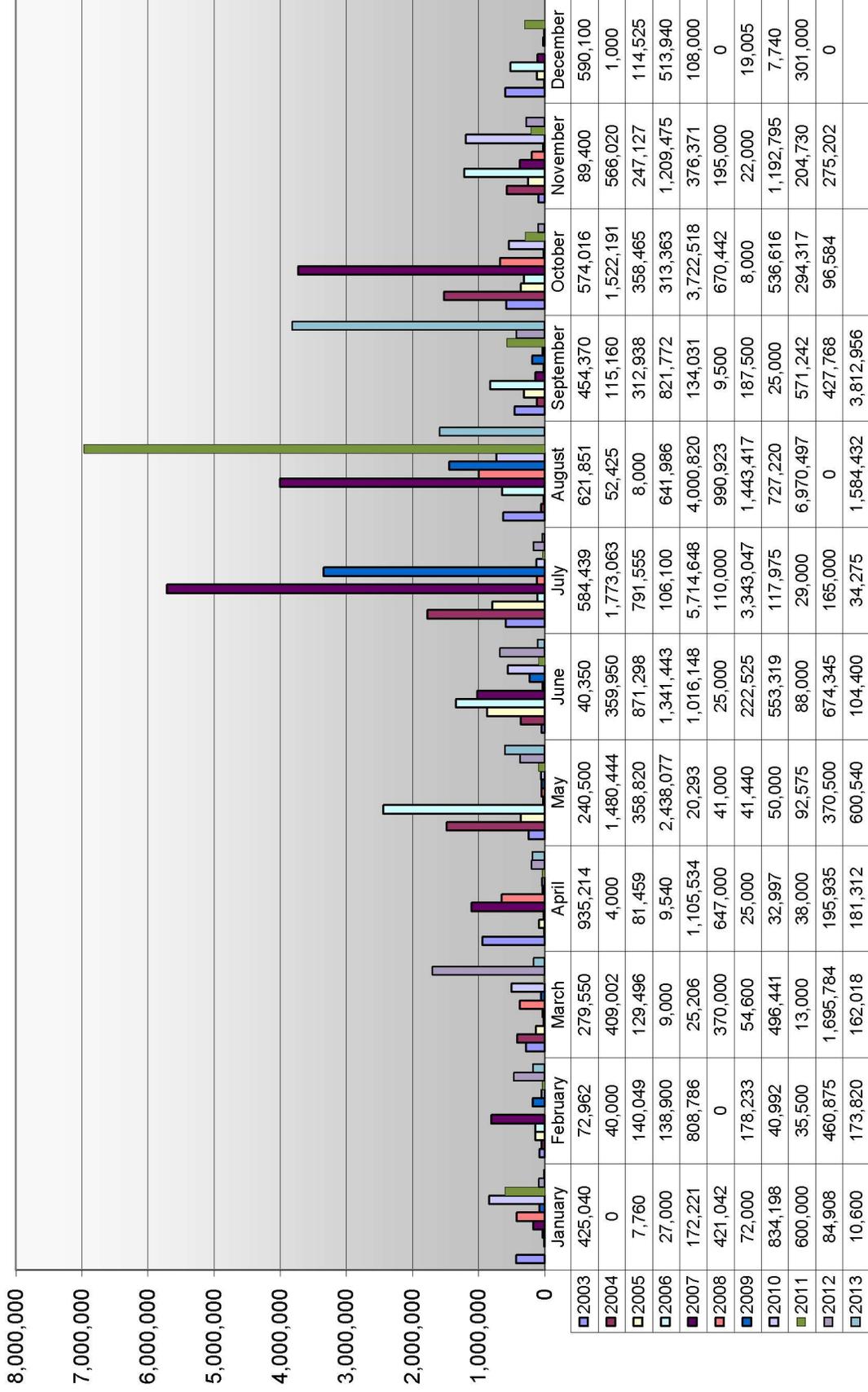
2013 Year to date Construction Values:

Commercial / Industrial:	\$ 6,664,353.00
Residential:	\$ 6,551,415.00
Total Single Family Homes:	25

Residential Building Permits



Commercial/Industrial Building Permits



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

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, October 15, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Members Absent: Treasurer Roy Sweet, Trustee Megan Ketchum

Others Present: John Elsinga, Township Manager
Mark Jenks, Director of Parks and Recreation
Sandra Diorka, Director of Public Services
Tracy Miller, Director of Community Development
Gail Meredith, Accounting Technician
Terry Powers, Facilities Supervisor
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor
Amy Finch, Assistant Township Clerk/Deputy Clerk

COMMENTS FROM THE PUBLIC - None

CONSENT AGENDA

- A. Approval of Minutes – Regular Meeting of October 1, 2013
- B. Approval of Claims – October 1, 2013 (ATTACHMENT I)
- C. Approval of Payroll – October 10, 2013 (ATTACHMENT II)
- D. Supplemental Agreement No. 229 – Water Service Agreement between Delhi Township and Lansing Board of Water and Light – Aspen Ridge Apartments, Phase III (ATTACHMENT III)

Warfield moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:
Ayes: Harmon, Hayhoe, Hope, Warfield, Davis
Absent: Ketchum, Sweet

MOTION CARRIED

SUBJECT TO APPROVAL

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

NEW BUSINESS

AMEND ORDINANCE NO. 64 AND 64.1 – CONTINUATION OF PAYMENT IN LIEU OF TAXES (PILOT), TAMARACK INVESTORS LIMITED DIVIDEND HOUSING ASSOCIATION, LLC – INTRODUCTION AND FIRST CONSIDERATION) PROPOSED ORDINANCE NO. 64.2)

The Board reviewed a memorandum dated October 9, 2013 from Twp. Mgr. Elsinga (ATTACHMENT IV).

Hayhoe moved upon introduction and first consideration, to amend Ordinance No. 64 and 64.1 for the purpose of extending the PILOT (Payment in Lieu of Taxes) for Tamarack Investors Limited Dividend Housing Association LLC for property located at 4400 West Holt Road commonly known as Tamarack Apartments (Proposed Township Ordinance No. 64.2).

A Roll Call Vote was recorded as follows:

Ayes: Hayhoe, Hope, Warfield, Davis, Harmon

Absent: Ketchum, Sweet

MOTION CARRIED

INTERAGENCY CASH TRANSFER AGREEMENT BETWEEN DELHI TOWNSHIP AND MICHIGAN REHABILITATION SERVICES

The Board reviewed a memorandum dated October 8, 2013 from Twp. Mgr. Elsinga (ATTACHMENT V).

Warfield moved to approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services and authorize the Township Manager to execute the Agreement on behalf of the Township.

A Roll Call Vote was recorded as follows:

Ayes: Hope, Warfield, Davis, Harmon, Hayhoe

Absent: Ketchum, Sweet

MOTION CARRIED

2013 TOWNSHIP VEHICLE PURCHASES – STATE OF MICHIGAN PURCHASING PROGRAM

The Board reviewed memorandums from Twp. Mgr. Elsinga dated October 8, 2013 and September 25, 2013 from Sandra Diorka, Director of Public Services (ATTACHMENT VI).

Hayhoe moved to approve the purchase of a 2014 Ford Explorer, a 2014 Ford ³/₄ Ton F150 and two 2014 Ford ¹/₂ Ton F150s through the State of Michigan purchasing program from Gorno Ford in the total amount of \$98,661.

A Roll Call Vote was recorded as follows:

Ayes: Warfield, Davis, Harmon, Hayhoe, Hope

Absent: Ketchum, Sweet

MOTION CARRIED

SUBJECT TO APPROVAL

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

VALHALLA PARK PARKING LOT PAVEMENT PROJECT

The Board reviewed a memorandum from Twp. Mgr. Elsinga dated October 8, 2013 (ATTACHMENT VII).

Harmon moved to approve the proposal from Hayhoe Asphalt for the paving of the Valhalla Park parking lot in the amount of \$93,500.

Trustee Hayhoe stated that he is the owner of Hayhoe Asphalt and he would like to abstain from voting on this motion.

Hope moved that Trustee Hayhoe be allowed to abstain from voting on the Valhalla Park paving project because of a direct financial interest.

A Voice Poll was recorded as follows: All Ayes
Absent: Ketchum, Sweet

MOTION CARRIED

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

Ayes: Warfield, Davis, Harmon, Hope

Abstain: Hayhoe

Absent: Ketchum, Sweet

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Davis stated during the July 23, 2013 Board Goals and Objectives meeting discussion was held regarding reviewing the Township Board meeting rules. At that time it was discussed that Supervisor Davis would appoint a committee of three to review Board meeting rules and recommend updates and changes to the Board. However, Supervisor Davis stated that it has now been decided to review Board meeting rules with the entire Board during Committee of the Whole meetings.

FY 2014 BUDGETS – GENERAL FUND AND SPECIAL REVENUE FUNDS

Gail Meredith, Accounting Technician, gave a summary of the 2014 General Fund and Special Revenue Funds Budgets.

PUBLIC HEARING – 7:45 P.M.

FY 2014 BUDGETS – GENERAL FUND AND SPECIAL REVENUE FUNDS

Hope moved to open the Public Hearing on the Fiscal Year 2014 Budgets.

A Voice Poll was recorded as follows: All Ayes

SUBJECT TO APPROVAL

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

Absent: Ketchum, Sweet

MOTION CARRIED

There were no comments from the public.

Motion to Close Public Hearing – 7:45 p.m.

Hope moved to close the public hearing.

A Voice Poll was recorded as follows: All Ayes

Absent: Ketchum, Sweet

MOTION CARRIED

LIMITED PUBLIC COMMENTS – None

ADJOURNMENT

Meeting adjourned at 7:46 p.m.

Date: November 5, 2013

Evan Hope, Township Clerk

Date: November 5, 2013

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

October 1, 2013

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated October 1, 2013 numbered 85468 thru 85595 & ACH 2699 thru 2721. Every invoice has a payment authorizing signature(s).

Dated: October 1, 2013

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:

The attached Invoice Distribution Report and Check Register for checks dated October 1, 2013 show payments made from the following funds:

General Fund	\$	59,037.63
Fire Fund		18,212.31
Police Fund		194,831.75
Fire Equip. & Apparatus Fund		2,504.89
Water Improvement Fund		2,122.00
Brownfield Redevelopment Fund		31.50
Downtown Development Fund		15,897.79
Sewer Fund		48,112.08
Trust & Agency Fund		4,427.64
Current Tax Fund		38,628.27
Grand Total	\$	383,805.86

Includes the following to be reimbursed from separate bank accounts:

Current Tax Account	\$	38,628.27
Farmer's Market Account	\$	3,110.00

Dated: October 1, 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. (\$11,000.00 Michigan EMS Educational Services/SAFER Grant)

Dated: October 1, 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 October 15, 2013 a motion was made by _____ and passed by ____yes votes and ____no votes (____absent) that the list of claims dated October 1, 2013, was reviewed, audited and approved

Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
POST DATES 10/01/2013 - 10/01/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
ADDIE MUTCH	REFUND CXLD SENIOR TRIP/COLOR	45.00
ARLENE ZERKLE	REFUND CXLD SENIOR TRIP/COLOR	90.00
BETTY LAY	REFUND CXLD SENIOR TRIP/COLOR	45.00
BETTY RAU	REFUND CXLD SENIOR TRIP/COLOR	45.00
BETTY ZIETLOW	REFUND FOR SENIOR TRIP/COLOR	45.00
CAROL OSWALD	REFUND CXLD SENIOR TRIP/COLOR	45.00
CLIFF & STELLA WILLIAMS	REFUND CXLD SENIOR TRIP/COLOR	90.00
FRANCES DRAVENSTATT	REFUND CXLD SENIOR TRIP/ COLOR	45.00
GISELA CHUMAN	REFUND CXLD SENIOR TRIP/COLOR	45.00
HANNELORE BULOS	REFUND CXLD SENIOR TRIP/COLOR	90.00
JANET WALKINSHAW	REFUND CXLD SENIOR TRIP/COLOR	45.00
JEANNE JONES	REFUND CXLD SENIOR TRIP/COLOR	45.00
JOHN & BARB STANBARGER	REFUND CXLD SENIOR TRIP/COLOR	90.00
LINDA LANCE	REFUND CXLD SENIOR TRIP/COLOR	45.00
PATRICIA COX	REFUND CXLD SENIOR TRIP/COLOR	45.00
PHYLLIS MONROE	REFUND CXLD SENIOR TRIP/COLOR	45.00
NANCY ROBISON	REFUND FOR SENIOR TRIP	45.00
ROSEMARIE BELL	REFUND CXLD SENIOR TRIP/COLOR	45.00
SHIRLEY SAWDEY	REFUND CXLD SENIOR TRIP/COLOR	45.00
DIANA TILL	REFUND FOR SENIOR TRIP	45.00
VERLA MILLER	REFUND FOR SENIOR TRIP	45.00
	Total For Dept 000.00	1,125.00
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE CO	TRUSTEES LIFE INSURANCE OCTOBER	25.50
	Total For Dept 101.00 LEGISLATIVE	25.50
Dept 171.00 MANAGER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	296.05
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	93.50
VERIZON WIRELESS	CELLULAR SEPTEMBER	49.61
WENDY L THIELEN	8/29-9/20/2013 MILEAGE/THIELEN	301.25
	Total For Dept 171.00 MANAGER	740.41
Dept 191.00 ACCOUNTING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	43.16
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	19.97
	Total For Dept 191.00 ACCOUNTING	63.13

Dept 215.00 CLERK		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	258.32
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	64.16
VERIZON WIRELESS	CELLULAR SEPTEMBER	49.61
Total For Dept 215.00 CLERK		372.09

Dept 228.00 INFORMATION TECHNOLOGY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	49.30
VERIZON WIRELESS	CELLULAR SEPTEMBER	49.61
APEX SOFTWARE	4 MAINTENANCE RENEWAL/ASSESSING	860.00
APPLICATION SPECIALIST KO	ANTI SPAM & VIRSUS OCTOBER	270.00
Total For Dept 228.00 INFORMATION TECHNOLOGY		1,309.80

Dept 253.00 TREASURERS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	215.16
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	42.50
BRINK'S INCORPORATED	BRINKS SERVICES/SEPTEMBER	614.04
DELHI TOWNSHIP TREASURER	8/28/13 MILEAGE/TEBEAU	13.00
MGFOA	MGFOA SEMINAR/SWEET & TEBEAU	260.00
Total For Dept 253.00 TREASURERS		1,144.70

Dept 257.00 ASSESSING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	349.43
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	69.27
LANSING ICE & FUEL CO	GASOLINE ASSESSING	42.71
THRUN LAW FIRM, P.C.	LEGAL FEES SEPTEMBER	4,921.30
Total For Dept 257.00 ASSESSING		5,382.71

Dept 265.00 BUILDING & GROUNDS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	74.97
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	16.22
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	88.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
VERIZON WIRELESS	CELLULAR SEPTEMBER	12.54
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	863.32
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	276.00
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	7,646.05
CONSUMERS ENERGY	GAS-2074 AURELIUS	171.46
ACE HARDWARE	2 DOOR HOLD DOWN	11.98
MCKEARNEY ASPHALT	CRACK SEAL PARKING LOT/CSC	1,695.00
WESCO DISTRIBUTION, INC	CHARGE PLUG IN	29.12
WESCO DISTRIBUTION, INC	(12) BUSS LPJ 80SP 600 VOLT	578.27
Total For Dept 265.00 BUILDING & GROUNDS		12,437.93

Dept 276.00 CEMETERY		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	69.49
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	15.03
LANSING ICE & FUEL CO	GASOLINE CEMETERY	81.56
VERIZON WIRELESS	CELLULAR SEPTEMBER	12.54
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	36.28
Total For Dept 276.00 CEMETERY		214.90

Dept 281.00 STORMWATER		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	73.15
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	15.82
LANSING ICE & FUEL CO	GASOLINE STORMWATER	85.85
	Total For Dept 281.00 STORMWATER	174.82

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS 8/1-9/1/2013	6,855.92
HUBBELL, ROTH & CLARK, INC	RAMS TRAIL TOPOGRAPHICAL SURVEY	3,788.30
FLAGPOLES ETC. INC.	ALM. STRAIGHT POLE, 17'	1,629.00
FLAGPOLES ETC. INC.	FREIGHT	166.00
INGHAM CO. DEPT. OF ROADS	SR2S CONSTRUCTION ADMIN FEE	327.41
	Total For Dept 446.00 INFRASTRUCTURE	12,766.63

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	607.74
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	136.00
SAM'S CLUB DIRECT	COPY PAPER #930536	111.52
SAM'S CLUB DIRECT	COPY PAPER #930536	119.52
SAM'S CLUB DIRECT	CREDIT	(119.52)
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOPMENT	153.09
THRUN LAW FIRM, P.C.	LEGAL FEES SEPTEMBER	994.20
HUBBELL, ROTH & CLARK, INC	TWO MEN & A TRUCK PLAN REVIEW	454.08
HUBBELL, ROTH & CLARK, INC	ASPEN CENTRE PHASE II PLAN REVIEW	56.76
ASSOCIATED GOVERNMENT	AGS PAYROLL 8/16-9/15/2013	1,528.00
ASSOCIATED GOVERNMENT	AGS PAYROLL 7/15-8/15/2013	1,817.00
VERIZON WIRELESS	CELLULAR SEPTEMBER	277.43
VERIZON WIRELESS	CELLULAR SEPTEMBER	7.12
CANON FINANCIAL SERVICES	COPIER LEASE & METER CHARGES	1,000.57
STATE OF MICHIGAN	CAPITAL IMPROVEMENT GRANT APP. FEE	50.00
SCHAFFER'S INC.	MOWING 2120 MOORWOOD	43.13
SCHAFFER'S INC.	TRASH REMOVAL 2211 MEADOWLAWN	377.40
SCHAFFER'S INC.	MOWING 3200 PINE TREE	103.50
SCHAFFER'S INC.	MOWING 1737 AURELIUS	43.13
SCHAFFER'S INC.	MOWING 2211 MEADOWLAWN	51.75
SCHAFFER'S INC.	MOWING 4868 SUGARBUSH	34.50
SCHAFFER'S INC.	MOWING 2579 HORSTMAYER	51.75
SCHAFFER'S INC.	MOWING VACANT LOT LEGACY PARKWAY	69.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	7,967.67

Dept 752.00 PARKS ADMINISTRATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	86.31
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	45.90
VERIZON WIRELESS	CELLULAR SEPTEMBER	80.95
VERIZON WIRELESS	CELLULAR SEPTEMBER	1.66
	Total For Dept 752.00 PARKS ADMINISTRATION	214.82

Dept 771.00 PARKS		
LANSING ICE & FUEL CO	GASOLINE PARKS	853.39
MENARDS LANSING SOUTH	UTILITY BLADES/SLEDGE HAMMER/UTILITY	26.94
LANSING SANITARY SUPPLY INC	TOILET TISSUE/4 CS TOWELS	216.52
ACE HARDWARE	RV ANTI-FREEZE/MISC. MDSE./COUPLE	19.29
SAM'S CLUB DIRECT	4 TRASH BAGS	78.32
SAM'S CLUB DIRECT	5 DRUM LINERS	97.90
AMERICAN RENTAL	PORTABLE TOILETS/911 HERO RACE	210.00

AMERICAN RENTAL	PORTABLE TOILETS	490.00
MODEL COVERALL SERVICE	UNIFORM PANTS	39.64
MODEL COVERALL SERVICE	UNIFORM PANTS	45.08
MODEL COVERALL SERVICE	UNIFORM PANTS	45.08
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	156.75
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS #PARK	(665.40)
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	51.25
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	36.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	62.25
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	92.00
CONSUMERS ENERGY	ELECTRIC 4080 KELLER	128.78
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	1,745.96
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	34.35
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	234.35
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	158.58
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	1,040.75
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	23.38
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	18.55
CONSUMERS ENERGY	GAS 2108 CEDAR	26.81
MCKEARNEY ASPHALT	CRACK SEAL PARKING LOT/SR. CENTER	295.00
MCKEARNEY ASPHALT	REPAIR/PATCH HOLE BY DUMP/SR. CENT	250.00
MENARDS LANSING SOUTH	EASY-LOCK QD WAND	19.99
PARRY BROTHERS REFRIG	MATERIAL & LABOR/ICE MACHINE	199.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	260.00
LOWE'S CREDIT SERVICES	9 GREEN BOXWOOD	59.67
LOWE'S CREDIT SERVICES	20 WINTERGEM BOXWOOD	132.60
SUPERIOR SAW	AUTOCUT HEAD/5 BUTTONS	58.63
FRANKIE D'S AUTO & TRUCK	LOF/ALTERNATOR/LABOR/#42	335.00
	Total For Dept 771.00 PARKS	6,876.41
Dept 774.00 RECREATION		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	22.10
JOHN'S PRO-CLEAN, INC	8 TROPHIES	264.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
ROBERT KRUEGER	EASTSIDE SOCCER OFFICIAL	150.00
BRIAN MICHAEL THEIS	ADULT SOFTBALL OFFICIAL	75.00
	Total For Dept 774.00 RECREATION	691.99
Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE CO	RETIREES LIFE INSURANCE OCTOBER	32.40
SAM'S CLUB DIRECT	COPY PAPER #930536	473.96
SAM'S CLUB DIRECT	COPY PAPER #930536	507.96
SAM'S CLUB DIRECT	CREDIT	(507.96)
THRUN LAW FIRM, P.C.	LEGAL FEES SEPTEMBER	2,443.69
ENCOMPASS/EAP	OCT-DEC 2013 EAP SERVICES	248.00
RICOH USA, INC.	4TH QUARTER MAINT AGREEMENT	615.76
PITNEY BOWES FINANCIAL	FOLDING MACHINE LEASE	189.00
CLEARWATER MEDIA PARTNER	PROMOTION VIDEO 7/25-9/13/2013	3,462.50
DELHI TOWNSHIP TREASURER	REFRESHMENTS/QTRLY MEETING	11.78
DELHI TOWNSHIP TREASURER	REFRESHMENTS/BUDGET MEETING	13.48
DELHI TOWNSHIP TREASURER	REFRESHMENTS/QTRLY MEETING	38.55
	Total For Dept 850.00 OTHER FUNCTIONS	7,529.12
	Total For Fund 101 GENERAL FUND	59,037.63

Fund 206 FIRE FUND

Dept 000.00

DELTA DENTAL PLAN OF	COBRA OCTOBER	80.89
		80.89
Total For Dept 000.00		80.89

Dept 336.00 FIRE DEPARTMENT

DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	1,440.86
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	80.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	198.07
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	20.83
BARYAMES CLEANERS	UNIFORM CLEANING	157.85
SAM'S CLUB DIRECT	COPY PAPER #930536	83.64
SAM'S CLUB DIRECT	COPY PAPER #930536	89.64
SAM'S CLUB DIRECT	CREDIT	(89.64)
LANSING ICE & FUEL CO	GASOLINE FIRE	1,123.05
NYE UNIFORM COMPANY	SHIRTS/CARGO PANTS/FREIGHT/STIMBERT	284.27
JEFFREY YOUNG	WORK BOOTS/YOUNG	114.99
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	353.66
LIFEGAS LLC	OXYGEN	122.94
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	916.75
VIDACARE CORPORATION	IO NEEDLES & FREIGHT	568.43
BIO-CARE, INC.	MASK FIT TEST/YOUELL & MC JAMES	50.00
ENCOMPASS/EAP	OCT-DEC 2013 EAP SERVICES	294.50
VERIZON WIRELESS	CELLULAR SEPTEMBER	240.13
VERIZON WIRELESS	CELLULAR SEPTEMBER	165.81
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	36.75
DELHI TOWNSHIP TREASURER	PIZZA/SHARED SERVICES MEETING	50.00
MICHIGAN COMPANY	(2/CASE) 2.5 GALLON CAR WASH	180.00
BOUND TREE MEDICAL, LLC	2 CYALUME SNPLIGHT 6 IN 12 HR GREEN	188.00
FOREMOST PROMOTIONS	1,000 HALLOWEEN BAGS & STICKERS	460.00
MICHIGAN EMS EDUCATIONAL	PARAMEDIC COURSE/REEDY	5,500.00
MICHIGAN EMS EDUCATIONAL	PARAMEDIC COURSE/CRIPPEN	5,500.00
Total For Dept 336.00 FIRE DEPARTMENT		18,131.42

Total For Fund 206 FIRE FUND 18,212.31

Fund 207 POLICE FUND

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT SEPTEMBER	194,831.75
		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	TURNOUT GEAR CLEANING	130.50
COMMUNICATIONS SERVICES	P7100 RADIO REPAIR	325.00
COMMUNICATIONS SERVICES	1 SWISSPHONE CHARGER	40.00
WEST SHORE SERVICES, INC.	SIREN REPAIR	542.25
ACE HARDWARE	4 FLUR BULBS	39.96
ACE HARDWARE	4 FLUR BULBS	39.96
HALT FIRE, INC.	CHAIN BEAD NICKLE & COUPLING	36.22
HALT FIRE, INC.	DOT INSPECTION/#491	150.00
HALT FIRE, INC.	DOT INSPECTION/#698	150.00
HALT FIRE, INC.	DOT INSPECTION/#37	150.00
KING LUMINAIRE COMPANY INC	DOT INSPECTION/#999	339.00
ROGER'S CLINE TIRE	2 TIRES/#009	416.00
FIRST DUE FIRE SUPPLY CO.	DIVIDER PANEL & SHIPPING	146.00
Total For Dept 339.00 EQUIPMENT & APPARATUS		2,504.89

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 2,504.89

Fund 225 WATER IMPROVEMENT FUND		
Dept 536.00 ADMINISTRATION & CONSTRUCTION		
TRI-COUNTY REGIONAL	GROUNDWATER MANAGEMENT 2013-2014	2,122.00
Total For Dept 536.00 ADMINISTRATION & CONSTRUCTION		2,122.00
Total For Fund 225 WATER IMPROVEMENT FUND		2,122.00

Fund 243 BROWNFIELD REDEVELOPMENT AUTH		
Dept 733.00 BROWNFIELD ADMINISTRATION		
FOSTER, SWIFT, COLLINS	BROWNFIELD LEGAL FEES AUGUST	31.50
Total For Dept 733.00 BROWNFIELD ADMINISTRATION		31.50
Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTH		31.50

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 000.00		
REBECCA BOWEN	VENDOR PAYMENT 8/31-9/21/2013	45.00
WILBUR M. HOCHSTETLER	VENDOR PAYMENT 8/31-9/21/2013	285.00
WILLOW BLOSSOM FARMS, LLC	VENDOR PAYMENT 8/31-9/21/2013	100.00
ANN BOBEK	VENDOR PAYMENT 8/31-9/21/2013	12.00
DENISE A. BRZOZOWSKI	VENDOR PAYMENT 8/31-9/21/2013	71.00
KEVIN E. COSGROVE	VENDOR PAYMENT 8/31-9/21/2013	102.00
ANNIKA DALTON	VENDOR PAYMENT 8/31-9/21/2013	17.00
TODD DELO	VENDOR PAYMENT 8/31-9/21/2013	12.00
TAMARA FORD	VENDOR PAYMENT 8/31-9/21/2013	55.00
GREATER LANSING FOOD BANK	VENDOR PAYMENT 8/31-9/21/2013	149.00
DENNIS C. GREENMAN	VENDOR PAYMENT 8/31-9/21/2013	336.00
INCU-BAKE LLC	VENDOR PAYMENT 8/31-9/21/2013	77.00
KAY JOHNSON	VENDOR PAYMENT 8/31-9/21/2013	90.00
GWENDOLYN V. KATO	VENDOR PAYMENT 8/31-9/21/2013	36.00
FRED LONG	VENDOR PAYMENT 8/31-9/21/2013	122.00
GLORIA MCDANIEL	VENDOR PAYMENT 8/31-9/21/2013	10.00
CAROLYN K. NEVINS	VENDOR PAYMENT 8/31-9/21/2013	5.00
TRAVIS NIGHTENGALE	VENDOR PAYMENT 8/31-9/21/2013	260.00
TERESA NORTON	VENDOR PAYMENT 8/31-9/21/2013	27.00
KAREN OLMSTED	VENDOR PAYMENT 8/31-9/21/2013	125.00
CARRIE PEARSON	VENDOR PAYMENT 8/31-9/21/2013	18.00
LUANNE PEEPER	VENDOR PAYMENT 8/31-9/21/2013	6.00
RUSSELL ROWE	VENDOR PAYMENT 8/31-9/21/2013	339.00
MICHAEL SCHENK	VENDOR PAYMENT 8/31-9/21/2013	24.00
SANDRA SIEMON	VENDOR PAYMENT 8/31-9/21/2013	61.00
SHELLEY SLEE	VENDOR PAYMENT 8/31-9/21/2013	51.00
LISA STUECHER	VENDOR PAYMENT 8/31-9/21/2013	72.00
MAI KOU VANG	VENDOR PAYMENT 8/31-9/21/2013	95.00
KELLY WRIGGELSWORTH	VENDOR PAYMENT 8/31-9/21/2013	6.00
Total For Dept 000.00		2,608.00

Dept 728.00 DDA ADMINISTRATION		
ENCOMPASS/EAP	OCT-DEC 2013 EAP SERVICES	15.50
Total For Dept 728.00 DDA ADMINISTRATION		15.50

Dept 729.00 DDA MARKETING & PROMOTION		
SAM'S CLUB DIRECT	TISSUE/PAPER TOWELS/HAND SOAP/	81.34
WILBUR M. HOCHSTETLER	DOUBLE UP BUCKS 8/31-9/21/2013	58.00
GREATER LANSING FOOD BANK	DOUBLE UP BUCKS 8/31-9/21/2013	50.00
DENNIS C. GREENMAN	DOUBLE UP BUCKS 8/31-9/21/2013	212.00
GWENDOLYN V. KATO	DOUBLE UP BUCKS 8/31-9/21/2013	10.00
TRAVIS NIGHTENGALE	DOUBLE UP BUCKS 8/31-9/21/2013	64.00
RUSSELL ROWE	DOUBLE UP BUCKS 8/31-9/21/2013	102.00
LISA STUECHER	DOUBLE UP BUCKS 8/31-9/21/2013	6.00
BLOHM CREATIVE PARTNERS	AUGUST WEB MAINTENANCE & HOSTING	95.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		678.34

Dept 850.00 OTHER FUNCTIONS		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	73.15
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	15.82
LANSING ICE & FUEL CO	GASOLINE DDA	85.85
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	405.00
VERIZON WIRELESS	CELLULAR SEPTEMBER	12.54
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	28.38
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	13.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	34.25
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	133.87
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	135.79
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	295.68
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS	106.42
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,414.21
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	130.85
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	363.90
CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	338.24
CONSUMERS ENERGY	GAS-2150 CEDAR	35.77
CONSUMERS ENERGY	GAS-2045 CEDAR	24.70
Total For Dept 850.00 OTHER FUNCTIONS		3,647.42

Dept 903.00 CAPITAL OUTLAY-DDA		
BURDICK & ASSOCIATES, INC.	OAK CABINETS W/STD FINISH	2,744.75
BURDICK & ASSOCIATES, INC.	MAPLE BUTCHER BLK COUNTERTOP	679.50
BURDICK & ASSOCIATES, INC.	APPLIANCES	1,752.30
BURDICK & ASSOCIATES, INC.	OAK CABINETS W/STD FINISH	1,870.38
BURDICK & ASSOCIATES, INC.	MAPLE BUTCHER BLK COUNTERTOP	500.50
BURDICK & ASSOCIATES, INC.	OAK CABINETS W/STD FINISH	784.83
BURDICK & ASSOCIATES, INC.	STAINLESS STEEL COUNTERTOP	616.27
Total For Dept 903.00 CAPITAL OUTLAY-DDA		8,948.53

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 15,897.79

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
7-11 STORE 28	Basic Service Charge	8.36
BELAND, BRANDON	Basic Service Charge	27.90
BISMACK, DAVE	Basic Service Charge	42.75
BROOKS, RON	Basic Service Charge	14.30
CLARK, MARK T	Basic Service Charge	8.50
DENISON, MICHAEL	Basic Service Charge	36.64
HOMETOWN REALTY GROUP	Basic Service Charge	64.39
HOUSEPIAN, CHRISTINA	Basic Service Charge	25.75
MAYBERRY HOMES	Basic Service Charge	412.25
MONETTE, SCOTT & SARAH	Basic Service Charge	14.30
PINE, KAREN	Basic Service Charge	13.00
PROCHASKA, KATHLEEN	Basic Service Charge	13.00
WOLLET, JEFFREY AND KASEY	Basic Service Charge	43.15
HUBBELL, ROTH & CLARK, INC	ASPEN LAKE APTS PHASE III SANITARY	428.79
Total For Dept 000.00		1,153.08

Dept 548.00 ADMINISTRATION & OVERHEAD		
HARTFORD LIFE INSURANCE CO	RETIREES LIFE INSURANCE OCTOBER	16.20
SAM'S CLUB DIRECT	COPY PAPER #930536	167.28
SAM'S CLUB DIRECT	COPY PAPER #930536	179.28
SAM'S CLUB DIRECT	CREDIT	(179.28)
ENCOMPASS/EAP	OCT-DEC 2013 EAP SERVICES	162.75
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		346.23

Dept 558.00 DEPT OF PUBLIC SERVICE		
DELTA DENTAL PLAN OF	DENTAL INSURANCE OCTOBER	1,537.89
HARTFORD LIFE INSURANCE CO	LIFE INSURANCE OCTOBER	332.74
DBI BUSINESS INTERIORS	CALENDARS, PAPER, SHARPIES	312.12

SAM'S CLUB DIRECT	COPY PAPER #930536	278.80
SAM'S CLUB DIRECT	COPY PAPER #930536	298.80
SAM'S CLUB DIRECT	CREDIT	(298.80)
LANSING ICE & FUEL CO	GASOLINE DPS	1,805.09
BARYAMES CLEANERS	UNIFORM DRYCLEANING	57.60
MODEL COVERALL SERVICE	STAFF UNIFORMS	77.74
MODEL COVERALL SERVICE	STAFF UNIFORMS	73.71
MODEL COVERALL SERVICE	STAFF UNIFORMS	77.74
MODEL COVERALL SERVICE	STAFF UNIFORMS	73.71
AD-INK & TONER SUPPLY	BLACK TONER/POTW PRINTER	71.99
AIRGAS USA, LLC	CYLINDER RENTAL	133.67
BARNHART & SON, INC.	MOVE SKYTRACK FROM HOWELL TO HOLT	292.56
SAM'S CLUB DIRECT	AA BATTERIES (48/PACK)	71.92
SAM'S CLUB DIRECT	AAA BATTERIES (32/PACK)	12.48
SAM'S CLUB DIRECT	C BATTERIES (12/PACK)	11.48
SAM'S CLUB DIRECT	DISCOUNT	(10.00)
WESCO DISTRIBUTION, INC	(1) FLUKE VOLTAGE DETECTOR	25.65
WESCO DISTRIBUTION, INC	(1) FLUKE VOLTAGE DETECTOR	25.65
CATHEY COMPANY	240 FT 3/8" PVC SAMPLER TUBING	175.20
FISHER SCIENTIFIC	REPLACEMENT LAMP	207.01
FISHER SCIENTIFIC	SHIPPING	31.07
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION	4,249.16
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALS LABORATORY GROUP	IPP - DART - 2148 DEPOT	555.00
ALS LABORATORY GROUP	IPP - HYLAND SOFTWARE	500.00
ALS LABORATORY GROUP	IPP - PARKER HANNIFIN	555.00
LOWE'S CREDIT SERVICES	(2) 100' ROLLS ORANGE SAFETY FENCE	62.62
HUBBELL, ROTH & CLARK, INC	SS METERING METER DATA REVIEW	533.28
HUBBELL, ROTH & CLARK, INC	ASPEN CENTRE PHASE II SANITARY REV	111.09
HUBBELL, ROTH & CLARK, INC	SAW GRANT ASSIST APP SCOPING	570.81
UNITED PARCEL SERVICE	SHIPPING CHARGES	108.33
VERIZON WIRELESS	CELLULAR SEPTEMBER	438.04
VERIZON WIRELESS	CELLULAR SEPTEMBER	19.45
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	146.50
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	82.85
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	65.10
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	2,484.27
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	100.25
CONSUMERS ENERGY	ELECTRIC-4280 DELL	476.14
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	424.38
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	109.91
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	20,964.65
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	193.80
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	402.43
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	66.40
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	479.30
CONSUMERS ENERGY	GAS-2481 DELHI COMM	13.71
CONSUMERS ENERGY	GAS-4280 DELL	24.75
CONSUMERS ENERGY	GAS-1492 AURELIUS	51.61
CONSUMERS ENERGY	GAS 5961 MC CUE #4	284.87
CONSUMERS ENERGY	GAS 1494 AURELIUS	11.65
CONSUMERS ENERGY	GAS-3505 HOLT	11.65
CONSUMERS ENERGY	GAS-1490 AURELIUS	12.34
CONSUMERS ENERGY	GAS-5961 MC CUE #2	22.67
ACE HARDWARE	2 DOOR STOP WEDGES	6.98
MICHIGAN COMPANY	(2/CASE) 2.5 GALLON CAR WASH	189.25
SAM'S CLUB DIRECT	(8) 55 GAL DRUM LINERS	156.64
ACE HARDWARE	MISC. MDSE/VOCOILENM MEDGRY/PAINT	78.94
DBI BUSINESS INTERIORS	DVD LABELS/CAMERA VAN	50.97
BARNHART & SON, INC.	4331 SYCAMORE/REMOVE GRAVEL BASE	793.57
GRAINGER	12 GAST PUMP VANES	484.20
JACK DOHENY SUPPLIES, INC	43947 HOSE REEL 90* SWIVEL	245.00
JACK DOHENY SUPPLIES, INC	40575 HAND GUN BALL VALVE	110.00

JACK DOHENY SUPPLIES, INC	46581 HAND GUN BALL VALVE	99.00
JACK DOHENY SUPPLIES, INC	04.060 60GPM@2000PSI 600' HOSE	995.00
JACK DOHENY SUPPLIES, INC	SHIPPING	11.87
USA BLUE BOOK	8" CHERNE BALL PLUG	185.00
USA BLUE BOOK	SHIPPING	15.17
ACE HARDWARE	2 GORILLA TAPE/5 MISC. MDSE.	22.43
ACE HARDWARE	TEE/AIR HOSE/ 25 MISC. MDSE.	32.73
ACE HARDWARE	V-BELT	6.99
CATHEY COMPANY	HOSE ASSY/HOSE/ADAPTERS/CK UNITS	118.62
WINGFOOT COMMERCIAL TIRE	RETREAD DRIVE TIRES 11R22..5	900.00
WINGFOOT COMMERCIAL TIRE	MOUNT/DISMOUNT BALLANCE	143.88
WINGFOOT COMMERCIAL TIRE	NEW TRUCK VALVE STEM	20.00
WINGFOOT COMMERCIAL TIRE	OLD TIRE DISPOSAL	40.00
WINGFOOT COMMERCIAL TIRE	SHOP SUPPLY	11.50
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
STATE OF MICHIGAN	BOILER INSPECTION/POTW	225.94
J & D REPAIR	FUEL SENDER/RPR SHORT IN LAMPS	255.06
ALLEN BRYANT	STORMWATER LICENSE RENEWAL	95.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		46,476.57

Dept 578.01 CAPITAL IMPROVEMENTS

HUBBELL, ROTH & CLARK, INC	PINE TREE LS PRELIMINARY DESIGN	136.20
Total For Dept 578.01 CAPITAL IMPROVEMENTS		136.20

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 48,112.08

Fund 701 TRUST & AGENCY FUND

Dept 000.00

AFLAC	WITH DEDUCT-AFLAC DISABILITY	660.64
AFLAC	WITH DEDUCT-AFLAC DISABILITY	660.64
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	AFLAC ACCIDENT INDEMNITY	528.96
AFLAC	AFLAC ACCIDENT INDEMNITY	528.96
AFLAC	AFLAC SICKNESS INDEMNITY	344.12
AFLAC	AFLAC SICKNESS INDEMNITY	344.12
AFLAC	AFLAC CANCER INDEMNITY	507.72
AFLAC	AFLAC CANCER INDEMNITY	507.72
GREATER LANSING MONUMENT	COLUMBARIUM LETTERING/GLASOVATZ	80.00
AARON SCHAFER	REFUND CASH BOND/TRANSIENT LICENSE	250.00
Total For Dept 000.00		4,427.64

Total For Fund 701 TRUST & AGENCY FUND 4,427.64

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

STATE OF MICHIGAN	DELHI TWP 2013 SET IFT	35,965.17
FIFTH THIRD BANK	REFUNDS DUE TAXPAYERS	1,079.43
FIFTH THIRD BANK	REFUNDS DUE TAXPAYERS	746.72
JOEL & JULIE KATTREH	REFUNDS DUE TAXPAYERS	200.00
MANDATORY POSTER AGENCY	REFUNDS DUE TAXPAYERS	636.95
Total For Dept 000.00		38,628.27

Total For Fund 703 CURRENT TAX ACCOUNT 38,628.27

Total For All Funds: 383,805.86

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated October 10, 2013**

ATTACHMENT II

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106202 through 106233 & direct deposits numbers: DD16632 through DD16716. 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: October 10, 2013

Director of Accounting

II. Payroll Report

The October 10, 2013 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$72,548.14	\$20,548.33	\$51,999.81
Fire Dept. Fund	46,244.47	14,096.42	\$32,148.05
DDA	6,568.98	1,759.40	\$4,809.58
Sewer Fund/Receiving	36,632.36	10,721.34	\$25,911.02
Total Payroll	\$161,993.95	\$47,125.49	\$114,868.46
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,231.25	\$9,282.81	\$35,062.39
Fire Dept. Fund	3,467.40	5,718.92	23,282.74
DDA	265.03	395.22	2,419.65
Sewer Fund/Receiving	2,624.47	5,631.74	18,977.55
Total Payroll	\$11,588.15	\$21,028.69	\$79,742.33

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on October 10, 2013 and identified as follows:

10/10 Net Pay Disbursement in Common Savings (\$114,868.46)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on October 15, 2013, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated October 10, 2013 was reviewed, audited, and approved.

Attachment to Payroll Register

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

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 7, 2013

RE: Supplemental Agreement No. 229 – Water Service Agreement between Delhi Township and the Lansing Board of Water and Light – Aspen Ridge Apartments, Phase III

Enclosed for your review and consideration is Supplemental Agreement No. 229 to the Water Service Agreement, dated August 15, 1972, between the Charter Township of Delhi and the Lansing Board of Water and Light, that provides for the construction and installation of water system extensions from BW&L's water distribution system for Aspen Ridge Apartments, Phase III.

This Supplemental Agreement provides for the installation of 1,100 feet of 8" main along with 3 public fire hydrants and 8 two-inch service stubs.

The cost to construct and install this water main extension is estimated to be \$123,914. The Board of Water and Light agrees to collect the actual cost directly from the developer for plan review, construction inspection and acceptance testing. The balance of the construction costs will be paid directly by the developer to the water installation contractor under separate agreement so there is no cost to the Township associated with this water extension.

RECOMMENDED MOTION:

To approve Supplemental Agreement No. 229 to the Water Service Agreement between the Charter Township of Delhi and the Lansing Board of Water and Light, which creates a water district to serve Aspen Ridge Apartments, Phase III.



October 4, 2013

Delhi Charter Township

Tracy Miller

2074 Aurelius Road

Holt, MI 48842

RE: Aspen Lakes Apartments, Phase III
Aspen Ridge Apartments – 3500 Mountain Glade

Dear Tracy,

I am requesting the establishment of a water district and streetlight district for the Aspen Ridge Apartments project within the Aspen Lakes Apartments development.

Sincerely,

A handwritten signature in cursive script that reads 'Connie Mikesell'.

Connie Mikesell

DTN Management Co.

SUPPLEMENTAL AGREEMENT NO.229
TO WATER SERVICE AGREEMENT between
DELHI CHARTER TOWNSHIP and
THE LANSING BOARD OF WATER AND LIGHT

This Supplemental Agreement No.229 is made and entered into this _____ day of, _____, 2013, by and between the City of Lansing by its Board of Water and Light (“BOARD”) and Delhi Charter Township (“TOWNSHIP”).

RECITALS

The BOARD and the TOWNSHIP entered into a Water Service Agreement, dated June 30, 2013, (“WATER SERVICE AGREEMENT”) that provides, among other things, for the construction and installation of necessary water system extensions (“SYSTEM EXTENSIONS”) from the BOARD’s water distribution system (WATER DISTRIBUTION SYSTEM) in order to supply and distribute potable water to the TOWNSHIP.

AGREEMENT

1. The TOWNSHIP understands and agrees that the DEVELOPER (a person or entity requesting to install a SYSTEM EXTENSION or SERVICE STUBS, or both where applicable), under separate agreement, has contracted with a BOARD approved water service contractor (CONTRACTOR) to install the SYSTEM EXTENSION, and, where applicable, SERVICE STUBS (as defined in the BOARD’S Rules and Regulations for Water Service).

2. The TOWNSHIP understands and agrees that the CONTRACTOR shall construct the SYSTEM EXTENSION and SERVICE STUBS in accordance with BOARD standards and specifications, subject to inspection and performance testing by the BOARD. The DEVELOPER shall dedicate the SYSTEM EXTENSION and SERVICE STUBS to the BOARD within a duly recorded easement or Right Of Way.

3. The BOARD shall enter into a separate agreement with the DEVELOPER for installation of the necessary SYSTEM EXTENSION of its WATER DISTRIBUTION SYSTEM to provide potable water to customers within WATER DISTRICT No.229. The geographical limits of Water District No.229 are more fully set forth below and in attached Exhibit A.

Aspen Ridge Apartments Phase 3 - This district includes the installation of 1,100 feet of 8" water main along with 3 public fire hydrants and 8 – 2" service stubs.

4. The parties agree that the SYSTEM EXTENSION shall consist of all mains, laterals, fire hydrants, and necessary appurtenances or as are more specifically set forth in the plans and specifications in attached Exhibit B.

5. The parties agree that the SERVICE STUBS shall consist of main tapping and pipe and curb stop installation.

6. The BOARD estimates that the cost to construct and install the SYSTEM EXTENSION is \$123,914.00, which includes the installation of 8 – 2" SERVICE STUBS.

7. The BOARD and the TOWNSHIP agree that the SYSTEM EXTENSION or SERVICE STUBS, or both where appropriate, shall be paid for as follows:

The BOARD agrees to collect the actual cost directly from the DEVELOPER, for plan review, construction inspection and acceptance testing subject to the conditions defined in the BOARD's Rules and Regulations for Water Service. The BOARD shall collect a deposit and non-refundable contributions in the amount of \$7,435.00 from the DEVELOPER and upon project completion the deposit shall be adjusted to reflect the actual BOARD cost with a final billing or refund made to the DEVELOPER, except no billing or refund will be made if the actual cost is within \$100 dollars of the actual cost. The DEVELOPER will pay the balance of the construction costs directly to the water installation CONTRACTOR under separate agreement.

8. The BOARD agrees to bind the DEVELOPER, as a condition of agreement, to timely construct and install the SYSTEM EXTENSION, or SERVICE STUBS, or both where appropriate, with such construction and installation scheduled to commence in accordance with the conditions set forth in the WATER SERVICE AGREEMENT.

9. The TOWNSHIP acknowledges the rights of the BOARD to own and operate the SYSTEM EXTENSION and SERVICE STUBS subject only to the conditions and terms of the WATER SERVICE AGREEMENT.

10. The TOWNSHIP acknowledges and agrees that the BOARD's obligation to provide water service in conformity with the conditions and terms of the WATER SERVICE AGREEMENT is waived until the SYTEM EXTENSION and, where applicable, SERVICE STUBS, have been accepted by the BOARD and all required easements have been secured.

11. The TOWNSHIP agrees to cooperate in all respects with the BOARD, and more specifically to comply with the covenants contained in the WATER SERVICE AGREEMENT to effectuate the proper and timely completion of the SYSTEM EXTENSION or SERVICE STUBS, or both where appropriate.

12. Except as supplemented by this Supplemental Agreement No.229, the WATER SERVICE AGREEMENT shall remain in full force and effect.

13. This Supplemental Agreement No.229 shall inure to the benefit of and be binding upon the successors and assigns of the BOARD and TOWNSHIP.

14. This Supplemental Agreement No.229 incorporates by reference the BOARD's Rules and Regulations for Water Service, including Rule 9 related to Customer Choice and Rule 10 related to Distribution System Extensions, as they may be amended from time to time.

15. If either party alleges a breach or default of the other party's performance of this agreement, that party shall send written notice of the alleged breach or default and give the other party not less than two weeks to correct the deficiency before pursuing any other legal or equitable remedy.

16. Venue for any dispute involving this agreement shall be in Ingham County, Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No.229
as of the day and year first above written.

Manager of the
Charter Township of Delhi

Executive Director of Strategic Planning and
Development of the
Board of Water and Light

Clerk of the
Charter Township of Delhi

Corporate Secretary of the
Board of Water and Light

H:\Water Contracts\Delhi\WORDDOCS\Water District 229.doc

Approved Form – Distribution Choice Water District Template 9-20-2012
Form to be reviewed by Legal Counsel 12-31-2014

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 9, 2013

RE: Amend Ordinance No. 64 – Amurcon Corporation/Tamarack 2009 Limited Dividend Housing Association Limited Partnership – Continuation of Payment in Lieu of Taxes (Township Ordinance No. 64.2)

Enclosed for your review and approval is an amendment to Ordinance No. 64 and 64.1, which would continue to provide for a service charge in lieu of taxes for Tamarack Investors Limited Dividend Housing Association LLC who are the new owners of the property located at 4400 West Holt Road, commonly known as Tamarack Apartments.

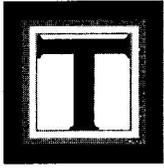
The primary purpose of providing a PILOT (Payment In Lieu Of Taxes) to an elderly housing project is to assist the developer in providing affordable housing units for qualified seniors in our community.

The first such PILOT ordinance for this senior housing facility was granted in 1977. It is my understanding this facility has provided quality and affordable residence for our seniors from then until now. It is the intent of the new owners to reinvest/rehabilitate this property to continue to provide affordable senior housing. This ordinance will remain in effect as long as they continue to meet the requirements and for the length of any mortgage on the property (per statute not longer than 50 years).

Since the past 35 years have proven to be successful in providing affordable housing to our seniors, I recommend the Board grant the new owners their request for an extension of the PILOT through Ordinance No. 64.2 and look forward to the reinvestment and refurbishing of this asset in our community.

Recommended Motion:

Upon introduction and first consideration, to amend Ordinance No. 64 and 64.1 for the purpose of extending the PILOT (Payment In Lieu Of Taxes) for Tamarack Investors Limited Dividend Housing Association LLC for property located at 4400 West Holt Road commonly known as Tamarack Apartments (Proposed Township Ordinance No. 64.2).



THRUN

LAW FIRM, P.C.

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

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6366

GORDON W. VAN WIEREN, JR.
(517) 374-8843

October 9, 2013

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Ms. Tracy L.C. Miller
Delhi Township Department of Community Development
2074 Aurelius Road
Holt, MI 48842

Re: PILOT Ordinance

Dear Tracy:

As a follow-up to our recent telephone conversation, I attach “marked-up” and “clean” copies of proposed Ordinance No. 64.2 (the “Ordinance”), which Ordinance amends current Ordinance Nos. 64 and 64.1, regarding the payment in lieu of taxes (“PILOT”) for Tamarack Apartment Complex. With regard to same, I note:

(1) Section II simply amends the definitions section of the Ordinance to identify Tamarack Investors Limited Dividend Housing Association, LLC, as the Owner, and to clarify that the regulatory agreement was made between the Owner and the State Housing Development Authority or the U.S. Department of Housing and Development.

(2) Section II amends the legal description of the exempt area contained in Section II. From my conversations with legal counsel for the Owner, it is my understanding that the new legal description is based upon a more accurate survey of the property actually owned by Tamarack. The previous legal description included a single family home, and this property has been removed. Also, real property consisting of a parking lot was added.

(3) Section III modifies the conditions contained in Section III(1) and requires the Owner to maintain and operate the property in compliance with the zoning ordinance of the Township, except to the extent that the property is legally “non-conforming” under the zoning ordinance, amends subsection (5) to require certification(s) instead of annual certification(s) that the Owner meets all criteria for a limited dividend housing association and amends subsection (6) to provide that all construction shall be pursuant to a building permit issued by the Township if required pursuant to applicable ordinances. The annual certification is still required by the Authority in order to keep the loan in good standing.

(4) Section IV amends the Ordinance’s annual service charge language contained in Section IV to provide that the annual service charge shall be payable on the date prescribed by law for payment of the first installment of property taxes in a calendar year. This clarifies when the payment is due.



Tracy L.C. Miller
October 9, 2013
Page 2 of 2

Confidential: Attorney-Client Privileged Communication

(5) Section V contains language to clarify that the PILOT will be continued for 2013 in accordance with the provisions contained in Section IV of Ordinance No. 64. This language was added because of the transfer of ownership occurred during 2013. Without this language, there would be a "gap" in the effectiveness of the PILOT Ordinance.

(6) Section VI amends Section VIII of the Ordinance by providing that the Ordinance shall remain in effect as long as the conditions contained in Section III are met and an Authority-initiated or federally-initiated mortgage remains in place. The language which provides that the exemption shall not exceed for more than forty (40) years has been removed. By statute, the loan cannot exceed fifty (50) years.

(7) Section VII amends Section IX of the Ordinance to provide for a thirty (30) day cure in the event the Owner fails to pay the annual service charge.

(8) Section VIII amends Section X of the Ordinance to clarify that the adoption continued efficacy of the Ordinance is a condition precedent to the execution and/or the maintenance of the Authority or federally-aided mortgage.

(9) Section IX amends the Ordinance by adding a new provision which confirms that by enactment of this Ordinance, the contract is created between the Township and Tamarack and that the Authority and HUD are third-party beneficiaries of that contract. The Authority now requires this language in PILOT ordinances.

(10) The remaining sections of the Ordinance are those that are generally contained in an Ordinance adopted by the Trustees.

Overall, we believe that the proposed amendments are fair and accomplish the goal of the Township and Tamarack in preserving this type of housing by continuing the PILOT Ordinance.

Thank you and I look forward to see you on Tuesday evening.

Very truly yours,

THRUN LAW FIRM, P.C.

Gordon W. Van Wieren, Jr.
gvanwieren@thrunlaw.com

GWV/ssw
Enclosures

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DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 64.2

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCES NO. 64 AND 64.1, WHICH ARE ORDINANCES ADOPTED PURSUANT TO PA 1966 NO. 346 (MCL 125.1401 ET SEQ), THE "STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966" AND WHICH WAS ADOPTED TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING AN EXEMPTION FROM PAYMENT OF AD VALOREM PROPERTY TAX AND PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF SUCH TAXES; TO ESTABLISH A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES, AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATE OF THIS ORDINANCE; TO PROVIDE FOR THE DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT; AND TO AMEND SAID ORDINANCE TO RECOGNIZE THE TRANSFER OF OWNERSHIP OF SAID PROPERTY, THE RECONFIGURATION THEREOF, AND THE REFINANCING THEREOF NECESSARY TO ENHANCE SAID HOUSING FOR THE ELDERLY; AND TO CONTINUE THE AD VALOREM PROPERTY TAX EXEMPTION, TERM OF SAID EXEMPTION AND SERVICE CHARGE PAYMENT IN LIEU OF SUCH TAXES DURING THE TIME THE NEWLY ISSUED AND ELIGIBLE FINANCING IS IN EFFECT; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION 1. AMENDMENT OF SECTION I OF ORDINANCE NOS. 64 AND 64.1 ENTITLED "DEFINITIONS."

Section I of Delhi Charter Township Ordinance No. 64 (as amended by Ordinance No. 64.1), entitled "Definitions," subsection (b) shall be and is hereby amended to read as follows:

(b) "Owner" shall mean Tamarack Investors Limited Dividend Housing Association LLC, a Michigan limited liability company, and its successors and assigns, and all persons, corporations, partnerships or other entities having an interest in the exempt area.

(c) *Exempt area* shall be that portion of the property described herein which is utilized for housing for the elderly pursuant to a regulatory agreement between the Owner and the Authority or the U.S. Department of Housing and Urban Development, providing for construction and operation of housing for the elderly pursuant to Act No. 346 of the Public Acts of Michigan of 1966 (MCL 125.1401 et seq.), as amended.

SECTION 2. AMENDMENT OF SECTION II OF ORDINANCE NOS. 64 AND 64.1, ENTITLED "EXEMPT AREA."

Section II of Delhi Charter Township Ordinance Nos. 64 (as amended by Ordinance No. 64.1), entitled "Exempt Area," shall be and is hereby amended to read as follows:

Section II. Exempt Area. Upon the effective date of this Ordinance and pursuant to PA 1966 No. 346, as amended, the Township hereby establishes an exempt area, which shall be exempt from *ad valorem* property taxation described as follows:

All that part of the Southwest 1/4 of Section 14, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as:

Commencing at the Southwest corner of Section 14; thence North 90°00'00" East 777.97 feet along the South line of said Section 14 to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 90°00'00" East 132.00 feet along said South line of Section 14; thence North 00°24'35" East 165.00 feet; thence North 90°00'00" East 132.00 feet; thence North 00°24'35" East 132.00 feet; thence North 90°00'00" East 198.00 feet; thence South 00°24'35" West 66.00 feet; thence North 90°00'00" East 132.00 feet to the West line of Supervisor's Plat No. 6 as recorded in Liber 11 of Plats on Page 34, Ingham County Records; thence North 00°24'

35" East 424.53 feet along the West line of said Plat; thence North 88°47'31" West 255.28 feet; thence South 90°00'00" West 359.88 feet; thence South 00°49'40" West 495.95 feet; thence North 90°00'00" East 24.76 feet; thence South 00°24'35" West 165.00 feet to the place of beginning.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly, including property located on said premises set aside for purposes of ingress, egress, parking, recreation, social services, management activities and open space, if such open space is approved as such by the Township Planning Commission.

SECTION 3. AMENDMENT OF SECTION III OF ORDINANCE NO. 64, ENTITLED "CONDITIONS".

Section III of Delhi Charter Township Ordinance No. 64, entitled "Conditions" shall be and is hereby amended to read as follows:

Section III. Conditions. The exemption from ad valorem property taxes granted in Section II hereof shall be subject to fulfillment of the following conditions:

- (1) That the Owner shall, at all times, maintain and operate in compliance with the zoning ordinance of the Township (except to the extent such property qualifies as "legally non-conforming" under the zoning ordinance of the Township).
- (2) That the Owner shall furnish to the Township all records, data, papers or documents relating to the use of the Exempt Area as the Township may reasonably require.
- (3) That the housing within the exempt area shall be provided exclusively for the elderly with the exception of one (1) unit which may be utilized by management personnel.
- (4) That the Owner shall pay, when due, the annual service charge hereinafter described.
- (5) Certification by the Authority that the Owner meets the criteria then effective for "Limited Dividend Housing Association," as that quoted term is defined by the Authority.
- (6) That, if required pursuant to applicable ordinances, all construction shall be pursuant to a building permit issued by the Township. The charge and mode of construction for said

development shall be according to the terms of the Township's building code, as amended.

SECTION 4. AMENDMENT OF SECTION IV OF ORDINANCE NO. 64, ENTITLED "ANNUAL SERVICE CHARGE, SPECIAL ASSESSMENT EXEMPTIONS."

Section IV of Delhi Charter Township Ordinance No. 64, entitled "Annual Service Charge, Special Assessment Exemptions," shall be and is hereby amended to read as follows:

Section IV. Annual Service Charge, Special Assessment Exemptions. The Owner shall pay, in lieu of ad valorem property taxes which would otherwise be payable as to the exempt area, an annual service charge. Such annual service charge shall be payable on the date prescribed by law for payment of the first installment of property taxes in a calendar year and shall be equal to four (4) percent of the contract rents received during the previous twelve-month period, or twelve thousand dollars (\$12,000.00), whichever is greater. Provided, however, that the annual service charge shall not be in lieu of sanitary sewer and water charges. Provided, further, that payment of the annual service charge shall not exempt the property from charges for special assessments for public improvements and special assessments for police and fire protection pursuant to Acts 33 and 181 of the Public Acts of Michigan of 1951 (MCL 41.801 et seq., 41.851 et seq.), as amended, in the event such special assessments are hereafter adopted by the Township.

SECTION 5. AMENDMENT OF SECTION V OF ORDINANCE NOS. 64 AND 64.1, ENTITLED "PRO-RATA TAXATION IN FIRST AND LAST YEAR OF EXEMPTION."

Section V of Delhi Charter Township Ordinance No. 64 (as amended by Ordinance 64.1), entitled "Pro-Rata Taxation in First and Last Year of Exemption," shall be and is hereby amended to read as follows:

Section V. Continuation of PILOT for 2013 and Pro-Rata taxation in the last year of exemption. Notwithstanding the provisions of Section V of Ordinance Nos. 64 and 64.1, the Owner shall pay an annual service charge for calendar year 2013 in accordance with Section IV of Ordinance 64 (as adopted 5/3/77). In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its pro rata share of the annual service charge and its

pro rata share of the ad valorem property tax for said year which would have been assessed but for the exemption granted hereunder.

SECTION 6. AMENDMENT OF SECTION VIII OF ORDINANCE NO. 64, ENTITLED "TAX EXEMPTION EFFECTIVE DATE, TERMINATION DATE; MAXIMUM EXEMPTION PERIOD."

Section VIII of Delhi Charter Township Ordinance No. 64, entitled "Tax Exemption Effective Date, Termination Date; Maximum Exemption Period," shall be amended to read as follows:

Section VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period. The exemption from taxation created herein shall be effective from the date the ordinance from which this section derives becomes effective and shall continue so long as conditions in Section III hereof are met and an Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of financing housing for the elderly remains outstanding and unpaid or the Authority or HUD has any interest in the development. A copy of said mortgage shall be filed with the Township clerk. Notwithstanding anything in this section to the contrary, the exemption hereunder shall terminate at such time as there is no longer a federally-aided or Authority-aided mortgage outstanding.

SECTION 7. AMENDMENT OF SECTION IX OF ORDINANCE NO. 64, ENTITLED "COLLECTION OF ANNUAL SERVICE CHARGE AND TAXES UPON DEFAULT"

Section IX of Ordinance 64, entitled "Collection of Annual Service Charge and Taxes Upon Default," shall be amended to read as follows:

Section IX. Collection of Annual Service Charge and Taxes Upon Default. Upon the failure of the Owner to pay the annual service charge, when due, which has not been cured within thirty (30) days of such due date, the annual service charge for the delinquent year shall be equal to the ad valorem property tax payable but for the exemption granted hereunder. Such amount shall be placed upon the roll and collected in the manner provided by law for the collection of ad valorem property taxes.

SECTION 8. AMENDMENT OF SECTION X OF ORDINANCE NO. 64, ENTITLED "INTER-RELATIONSHIP OF MORTGAGE AND INSURANCE."

Section X of Delhi Charter Township Ordinance No. 64, entitled "Inter-Relationship of Mortgage and Insurance," shall be amended to read:

Section X. Inter-Relationship of Mortgage and Insurance. The adoption and continued efficacy of this article being a condition precedent to the execution and/or maintenance of an Authority-aided or federally-aided mortgage for the operation and construction of housing for the elderly within the exempt area, the Township recognizes that the Owner and the Authority are relying upon the terms hereof.

SECTION 9. ADDITION OF NEW SECTION OF ORDINANCE NO. 64, ENTITLED "CONTRACTUAL EFFECT OF ORDINANCE."

A new Section XII is hereby added to Ordinance No. 64 to read as follows:

Section XII. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15(a)(5) of Act No. 346 of the Public Acts of Michigan of 1966 to the contrary, a contract between the Township and the Owner with the Authority and HUD as third party beneficiaries under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this ordinance.

SECTION 10. SURVIVAL OF ORDINANCE NOS. 64 AND 64.1 AND AMENDMENTS THERETO.

Except for the amendments set forth in this Ordinance, all provisions of Ordinance Nos. 64 and 64.1 shall remain in full force and effect.

SECTION 11. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION 12. EFFECTIVE DATE. This Ordinance shall become effective upon its final publication or posting as required by law.

AYES:

NAYS:

ABSENT:

First Reading: _____, 2013
First Publication: _____, 2013
Second Reading: _____, 2013
Second Publication (Posting): _____, 2013

C. J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 64.2, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ____ day of _____, 2013, and that the same was posted and published as required by law on the ____ day of _____, 2013.

Evan Hope, Clerk

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CHARTER TOWNSHIP OF DELHI

ORDINANCE NO. 64

PREAMBLE

AN ORDINANCE PURSUANT TO ACT 346 OF THE MICHIGAN PUBLIC ACTS OF 1966, AS AMENDED, TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF AD VALOREM PROPERTY TAXES: TO PROVIDE A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, AND THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND, AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATES OF THIS ORDINANCE; TO PROVIDE FOR DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT AND TO PROVIDE FOR AN EFFECTIVE DATE HEREOF.

THE CHARTER TOWNSHIP OF DELHI ORDAINS:

SECTION I. Definitions: For the purpose of this Ordinance the following terms shall have the meanings set forth in this section:

- (a) "Township" shall mean the Charter Township of Delhi, County of Ingham, State of Michigan.
- (b) "Owner" shall mean Amurcon Corporation and Francis Fine and its/their successors and assigns and all persons, corporations, partnerships or other entity having an interest in the exempt area.
- (c) "Exempt Area" shall be that portion of the property described herein which is utilized for housing of the elderly pursuant to a regulatory agreement between the Owner and the Authority, providing for construction and operation of housing for the elderly pursuant to Act 346 of 1966, as amended.
- (d) "Authority" shall mean the Michigan State Housing Development Authority.
- (e) "Elderly" shall mean a family wherein the head of the household is sixty-two (62) years of age or older or a single person who is sixty-two (62) years of age or older.

(f) "Contract Rent" shall mean the rent, from all sources, paid or payable to the Owner, for housing for the elderly within the exempt area.

SECTION II. Exempt Area: Pursuant to Act 346 of 1966, as amended, the Township hereby establishes an exempt area which shall be exempt from ad valorem property taxation and is described as follows:

Beginning 752 feet East and 165 feet North of the Southwest corner of Section 14, T3N, R2W, Delhi Township, Ingham County, Michigan, thence East 25 feet, thence South 165 feet, thence East 264 feet, thence North 297 feet, thence East 132 feet, thence South 297 feet, thence East 66 feet, thence North 231 feet, thence East 132 feet, thence North 424.25 feet, thence N 37°38'W 428 feet, thence S1°E 334.1 feet, thence West to a point 752 feet East of the West Section line, thence S0°49' 40"W 495.95 feet to the point of beginning.

ALSO: The South 66 feet of Lot 23, SUPERVISOR'S PLAT NO. 6, on the SW 1/4 of Section 14 and the NW 1/4 of Section 23, T3N, R2W, Delhi Township, Ingham County, Michigan.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly including property located on said premises set aside for purposes of ingress, egress, parking, recreation, management activities and open space if such open space is approved as such by the Township Planning Commission.

SECTION III. Conditions: The exemption from ad valorem property taxes granted in Section II hereof shall be subject to fulfillment of the following conditions:

(a) That the Owner, shall at all times, maintain and operate said property in compliance with the zoning ordinance(s) of the Township.

(b) That the Owner shall furnish to the Township all records, data, papers or documents relating to the use of the exempt area as the Township may reasonably require.

(c) That the housing within the exempt area shall be provided exclusively for the elderly with the exception of one (1) unit which may be utilized by management personnel.

(d) That the Owner shall pay, when due, the annual service charge hereinafter described.

(e) Annual certification by the Authority that the Owner continues to meet the criteria then effective for "Limited Dividend Rental Hosing Developments," as that quoted term is defined by the Authority.

(f) That all construction shall be pursuant to a building permit issued by the Township. The charge and mode of construction for said development shall be according to the terms of the Delhi Charter Township Building Code as amended.

SECTION IV. Annual Service Charge; Special Assessment Exemption: That the Owner shall pay, in lieu of Ad Valorem property taxes which would otherwise be payable as to the exempt area, an annual service charge. Said annual service charge shall be payable on or before the date prescribed by law for payment of property taxes and shall be equal to four (4%) per cent of the contract rents received during the previous twelve (12) month period, or Twelve Thousand (\$12,000.00) Dollars, whichever is greater. PROVIDED, however, that said annual service charge shall not be in lieu of sanitary sewer and water charges. Provided further that payment of said annual service charge shall not exempt said property from charges for special assessments for public improvements and special assessments for police and fire protection pursuant to Acts 33 and 181 of 1951 in the event such special assessments are hereafter adopted by the Township.

SECTION V. Township Allocation of Annual Service Charge. That upon receipt of said annual service charge the Township shall allocate same pro rata to those entities authorized to receive property tax revenue and shall transmit such funds accordingly.

SECTION VI. Pro-Rata Taxation in First and Last Year of Exemption.

Until occupancy by the elderly of the housing constructed within the exempt area, said property shall be subject to tax pursuant to the Michigan General Property Tax Act being Act 208 of 1893, as amended. The Owner shall notify the Township Supervisor and Assessor in writing immediately upon such occupancy. In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its pro-rata share of the Annual Service Charge and its pro-rata share of the ad valorem property tax for said year which tax would have been assessed but for the exemption granted hereunder.

SECTION VII. Exempt Property Roll, Purpose. Notwithstanding the exemption granted hereunder, the Township Assessor shall, each year, compute the true cash value and assessed valuation of said exempt area and record the results thereof in an "Exempt Property Roll" hereby created. The Township shall notify the Owner as to said valuation to the same extent and at the same time as notice is given to payors of real property taxes within the Township and the Owner shall have the right to contest said valuation before the Board of Review and to appeal such valuation as provided by law. Upon the expiration or termination of the exemption herein provided, the valuation of the property as last established, shall be placed upon the tax roll of the Township and the next succeeding tax bill shall be computed according to Section VI above. Said valuation shall also be used for purposes of establishing the portion of special assessments for police and fire which may be levied against the exempt area.

SECTION VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period: The exemption from taxation created herein shall be effective from the date specified in Section VI and shall continue so long as conditions in Section III hereof are met. PROVIDED, however

that said exemption shall not continue beyond the life of the original Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of constructing housing for the elderly. A copy of said original mortgage shall be filed with the Township Clerk and no option to extend or refinance, even if set forth in said original mortgage shall be computed in determining the expiration period of the exemption. The foregoing notwithstanding, no exemption granted hereunder shall extend for more than forty (40) years from the date of the first payment of principal and interest on said mortgage.

SECTION IX. Collection of Annual Service Charge and Taxes Upon Default. Upon the failure of the Owner to pay the Annual Service Charge, when due, the Annual Service Charge for said delinquent year shall be equal to the ad valorem property tax payable but for the exemption granted hereunder. Said amount shall be placed upon the roll and collected in the manner provided by law for the collection of ad valorem property taxes

SECTION X. Inter-relationship of Mortgage and Ordinance. The adoption and continued efficacy of this Ordinance being a condition precedent to the execution of an Authority-aided or federally-aided mortgage for the operation and construction of housing for the elderly within the exempt area, the Township recognizes that the Owner and the Authority are relying upon the terms hereof.

SECTION XI. Severability. This Ordinance and the various Sections, sentences and clauses hereof, are hereby declared to be severable. If any part, sentence, paragraph, section, clause or word is adjudged to be unconstitutional or invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions or

applications of this Ordinance which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

SECTION XII. Effective Date: This Ordinance shall become effective upon its final publication or posting as required by law.

First introduced: 14 day of April, 1977.

First published: 27 day of April, 1977.

Adopted: 3 day of May, 1977.

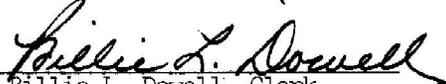
Published: 4 day of May, 1977.

THE CHARTER TOWNSHIP OF DELHI

BY


Michael Walkington, Supervisor

By


Billie L. Dowell, Clerk

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 64.1

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCE NO. 64, WHICH IS AN ORDINANCE ADOPTED PURSUANT TO PA 1966 NO. 346 (MCL 125.1401 ET SEQ), THE "STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966" AND WHICH WAS ADOPTED TO ENCOURAGE THE DEVELOPMENT AND CONSTRUCTION OF HOUSING FOR THE ELDERLY BY PROVIDING AN EXEMPTION FROM PAYMENT OF AD VALOREM PROPERTY TAX AND PROVIDING FOR THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF SUCH TAXES; TO ESTABLISH A FORMULA FOR COMPUTATION OF SAID SERVICE CHARGE, THE LENGTH OF TIME SUCH CHARGE SHALL BE PAID; TO DEFINE TERMS, DESCRIBE LAND AND TO SET FORTH RESTRICTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROVISIONS HEREOF; TO PROVIDE FOR FISCAL REPORTING, COLLECTION OF TAXES AND CHARGES, AND ASSESSMENT OF VALUATION DURING THE EFFECTIVE DATE OF THIS ORDINANCE; TO PROVIDE FOR THE DISTRIBUTION OF THE ANNUAL SERVICE CHARGE COLLECTED PURSUANT HERETO, TO DELINEATE SPECIAL ASSESSMENTS TO WHICH SAID PROPERTY SHALL BE SUBJECT; AND TO AMEND SAID ORDINANCE TO RECOGNIZE THE TRANSFER OF OWNERSHIP OF SAID PROPERTY, THE RECONFIGURATION THEREOF, AND THE REFINANCING THEREOF NECESSARY TO ENHANCE SAID HOUSING FOR THE ELDERLY; AND TO CONTINUE THE AD VALOREM PROPERTY TAX EXEMPTION, TERM OF SAID EXEMPTION AND SERVICE CHARGE PAYMENT IN LIEU OF SUCH TAXES DURING THE TIME THE NEWLY ISSUED AND ELIGIBLE FINANCING IS IN EFFECT; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

The Charter Township of Delhi, Ingham County, Michigan, ordains:

SECTION 1. AMENDMENT OF SECTION I OF ORDINANCE NO. 64 ENTITLED "DEFINITIONS."

Section I of Delhi Charter Township Ordinance No. 64, entitled "Definitions," subsection (b) shall be and is hereby amended to read as follows:

(b) "Owner" shall mean Amurcon Corporation and Francis Fine and its/their successors and assigns, and all persons, corporations, partnerships or other entities having an interest in the exempt area, and particularly "Tamarack 2009 Limited Dividend Housing Association Limited Partnership" and its successors and assigns.

SECTION 2. AMENDMENT OF SECTION II ENTITLED "EXEMPT AREA."

Section II of Delhi Charter Township Ordinance No. 64, entitled "Exempt Area," shall be and is hereby amended to read as follows:

Section II. Exempt Area. Upon the effective date of this Ordinance and pursuant to PA 1966 No. 346, as amended, the Township hereby establishes an exempt area, which shall be exempt from *ad valorem* property taxation described as follows:

Part of the Southwest ¼ of Section 14, T3N, R2W, Delhi Township, Ingham County, Michigan more particularly described as follows:

Commencing at the SW corner of said Section 14 and proceeding due east 843.97 feet along the South line of said Section 14, said line also being the centerline of Holt Road (33 feet wide, ½ width) to the point of beginning; thence continuing East along said South line and Holt Road centerline 66.00 feet; thence N 00°24'35" E 165.00 feet; thence due East 132.00 feet; thence N 00°24'35" E 132.00 feet; thence due East 198.00 feet; thence S 00°24'35" W 66.00 feet; thence due East 132.00 feet to the West line of "Supervisor's Plat No. 6" as recorded in Liber 11 of Plats, on page 34, Ingham County Records, thence along the West line of said plat N 00°24'35" E 424.03 feet measured (4424.73 feet record); thence N 88°51'41" W 255.18 feet measured (255.04 feet record); thence N 89°51'46" W 359.97 feet measured (due West 359.88 feet record); thence along a line intended to be parallel to and 752.00 feet East of the West line of said Section 14, S 00°49'40" W 496.00

feet measured (495.95 feet record); thence due East 90.76 feet; thence S 00°24'35" W 165.00 feet to the point of beginning, containing 6.45 acres, more or less.

PROVIDED, however, that the exempt area shall be limited to that portion of the above-described property utilized for housing of the elderly, including property located on said premises set aside for purposes of ingress, egress, parking, recreation, management activities and open space, if such open space is approved as such by the Township Planning Commission.

SECTION 3. AMENDMENT OF SECTION VI ENTITLED "PRO-RATA TAXATION IN FIRST AND LAST YEAR OF EXEMPTION."

Section VI of Delhi Charter Township Ordinance No. 64, entitled "Pro-Rata Taxation in First and Last Year of Exemption," shall be and is hereby amended to read as follows:

Section VI. Pro-Rata Taxation In The Last Year Of Exemption. In the event the exemption from taxation granted hereunder expires or is otherwise terminated after "tax day" as that term is defined in the General Property Tax Act, the Owner shall pay its *pro rata* share of the annual service charge and its *pro rata* share of the *ad valorem* property tax for said year which would have been assessed but for the exemption granted hereunder.

SECTION 4. AMENDMENT OF SECTION VIII ENTITLED "TAX EXEMPTION EFFECTIVE DATE, TERMINATION DATE; MAXIMUM EXEMPTION PERIOD."

Section VIII of Delhi Charter Township Ordinance No. 64, entitled "Tax Exemption Effective Date, Termination Date; Maximum Exemption Period," shall be amended to read as follows:

Section VIII. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period. The exemption from taxation created herein shall be effective from the date this Ordinance becomes effective and shall continue so long as conditions in Section III hereof are met. PROVIDED, however, that said exemption shall not continue beyond the life of the original Authority-aided or federally-aided mortgage obtained by the Owner with reference to the exempt area for the purpose of

constructing housing for the elderly, and the HUD 221-d-4 mortgage to be issued in connection with the refinancing of the original elderly housing development existing on the exempt property. A copy of said mortgage issued for refinancing purposes and identified above shall be filed with the Township Clerk, and no option to extend or refinance said mortgage, even if set forth therein, shall be computed in determining the expiration period of the exemption. The foregoing notwithstanding, no exemption granted hereunder shall extend for more than forty (40) years from the date of the first payment of principal and interest on the mortgage issued in connection with said refinancing.

SECTION 5. SURVIVAL OF ORDINANCE 64 AND AMENDMENTS THERETO.

Except for the amendments set forth in this Ordinance, all provisions of Ordinance No. 64 shall remain in full force and effect.

SECTION 6. SEVERABILITY. It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

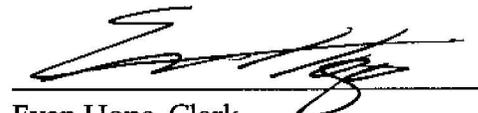
SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon the closing on the refinancing undertaken in connection with the issuance of the HUD 221-d-4 mortgage identified above.

AYES: Sweet, Ammon, Bajema, Goodrich, Hayhoe, Hope, Ketchum
NAYS: None
ABSENT: None

First Reading: March 1, 2011
First Publication: March 6, 2011
Second Reading: March 15, 2011
Second Publication: March 20, 2011



Stuart Goodrich, Supervisor



Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 64.1, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the 15th day of March, 2011, and that the same was posted and published as required by law on the 6th and 20th day of March, 2011.



Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 8, 2013

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

Enclosed for your review and approval is an "Interagency Cash Transfer Agreement" between Delhi Township and Michigan Rehabilitation Services (MRS) for the fiscal year 2013-2014. This Agreement mirrors the one approved by the Board for the 2012-2013 State of Michigan fiscal year.

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

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

Recommended Motion:

To approve the Interagency Cash Transfer Agreement between Delhi Charter Township and Michigan Rehabilitation Services and authorize the Township Manager to execute the Agreement on behalf of the Township.

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:	
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)	
STATE OR LOCAL PUBLIC AGENCY NAME: Delhi Charter Township	
AGREEMENT TYPE: New: <input type="checkbox"/> Continuation: <input checked="" type="checkbox"/>	
AGREEMENT BEGIN AND END DATE: October 01, 2013 to September 30, 2014	FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2014
GRAND TOTAL OF THIS AGREEMENT: 51,852	AGREEMENT TITLE: Delhi Charter Township

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

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

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS FY 2014 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

I. Purpose of this Agreement

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

II. Description of the Program

A. Purpose of the Program

1. Purpose Statement

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

This program results in the provision of a full range of vocational rehabilitation services to customers with disabilities as applicable. It is the goal of this program that eligible individuals achieve successful employment outcomes.

2. Target Population

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

3. Target Geographic Area

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

4. Outcome Goals

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

- Total number of participants to be served – 36
- Applications – 24
- Closed successful – 12

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

1. Description of Services

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

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

Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: This program will also ensure the provision of independent living services are available to MRS customers if needed and identified in an Individualized Plan for Employment.

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

1. Role of MRS

Rosanne Renauer, District Manager will serve as the primary administrative contact for MRS.

To achieve the outcome goals for this program:

- a. MRS staff will be responsible for assigning professional staff, as required to accomplish the goals and administration of the agreement.
- b. Applicable work flow processes include: The primary role of MRS is to act as the program manager in the delivery of vocational rehabilitation services to customers with disabilities.
- c. Training is not anticipated
 Training will be provided in the following area(s) NA

2. Role of state or local public agency

John Elsinga, Delhi Charter Township Manager will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

- a. State or local public agency staff will be responsible for assigning professional staff, as required to accomplish the goals and administration of the agreement.

- b. Applicable work flow processes include: Delhi Charter Township may refer individuals with a perceived disability for determination of eligibility, priority for service and vocational rehabilitation.

The Charter Township of Delhi is to act as the fiduciary agent and transfer state or local funds in accordance with the terms of this interagency cash transfer agreement. The Charter Township of Delhi shall only be responsible for transferring non-federal funds that are designated for this purpose and in accordance with this agreement. This Agreement shall be contingent on the availability of funds.

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

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

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

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

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

- c. Training is not anticipated
 Training will be provided in the following area(s): NA

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s): The MRS Lansing District Office Manager or representative will provide information to Delhi Charter Township as requested and required on an annual basis. This data consists of number of individuals served, expenditures, services provided, and outcome status.

The primary administrative contacts or their designees will complete this activity
 Monthly Quarterly Biannually Other: Annually

2. Progress Monitoring

The primary administrative contacts or their designees agree to meet Monthly Quarterly Biannually Other: throughout the year to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components. The Lansing District Office manager or representative is responsible for progress monitoring throughout the year and reviews applicable data including expenditures and service provision on a quarterly basis to assure progress. Joint planning occurs informally throughout the year and formally on an annual basis. The formal planning session is expected to identify any changes needed.

Progress measures are identified in sections II(A)(4) and/or II(D)(1).

3. Program Evaluation

At a minimum, the Parties agree to an annual review of the programs overall impact and outcomes. The primary administrative contacts will complete this activity.

Program evaluation success indicators and measures are identified in sections II(A)(4) and/or II(D)(1). The Parties have agreed to the following additional success indicators:

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

E. Share of Cost to be Assumed by Each Agency

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

III. Funding Qualifications

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

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

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

Date after which funds may be redirected: August 01, 2014

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

IV. Payment Terms and Conditions

A. Terms of Payment

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

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
\$14,000	December 01, 2013

V. Audits and Records

The state or local public agency agrees:

- A. To maintain and retain, during and for seven (7) years after termination of this Agreement, books, records and all other documents relating to this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of such seven (7) year period, the state or local public agency shall retain the records until resolution of the audit findings.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.

- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.
- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

VI. Dispute Resolution

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

A. Step One, Informal

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

B. Step Two, Formal

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

C. Step Three, Formal

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

VII. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement. The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VIII. Renegotiation or Modification

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

IX. Cancellation

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

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

X. Governing Statutes

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

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.

- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.
- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.
- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

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

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

XI. Safeguarding Information

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

XII. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the

subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

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

XIII. Effective Date, Approval, and Execution #1

This agreement is effective on October 01, 2013.

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

MRS Representative Signature

State or Local Public Agency Representative Signature

ROSANNE RENAUER

Printed Name of Signatory (all capital letters)

JOHN ELSINGA

Printed Name of Signatory (all capital letters)

District Manager

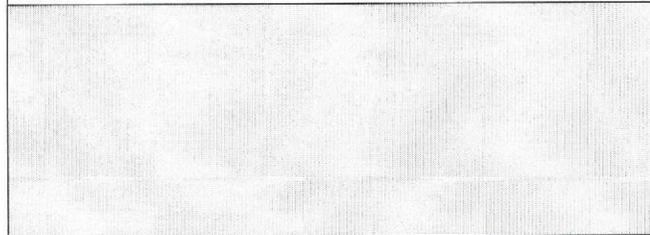
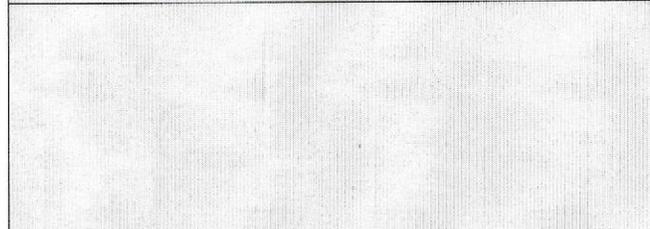
Title

Manager

Title

Date

Date

<p>MRS Local Address: 1048 Pierpont Suite 1 Lansing, MI 48913</p>	<p>State or Local Public Agency Name and Address: Delhi Charter Township 2074 Aurelius Rd. Holt, MI 48842</p>
	<p>Name, Title, and Phone Number of State or Local Public Agency Representative: John Elsinga, Manager (517) 694-2135</p>
	<p>Federal Identification Number: 38-6019639</p>

Michigan's Centers for Independent Living Promoting Independence and Self-Sufficiency

Purpose of Centers for Independent Living (CILs)

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

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

Cost of Dependence versus Independence:

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

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

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

When we promote independence for people with disabilities we promote:

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

Return on Investment:

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

Statement of Need:

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

Specific areas of concern include:

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

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

Summary:

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



**DELHI CHARTER TOWNSHIP
MEMORANDUM**

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: October 8, 2013

RE: 2013 Township Vehicle Purchases

In 2006 staff presented to the Township Board a long-term vehicle replacement/rotation schedule. This schedule suggests rotating vehicles amongst departments and replacing vehicles at a minimum 10-year life cycle. It also suggests having all vehicles in a given year purchased at one time through the State of Michigan purchasing program (whenever applicable).

This year we have budgeted for and need to purchase four (4) vehicles to replace a 1995 Chevy S10, a 1996 Ford F150, a 2001 Ford Ranger, and a 2003 Ford Expedition. Because the Township has had discussions with the Holt Public Schools regarding mowing their properties, these vehicles will most likely be held until spring before deciding on disposal of such.

To best fit our needs, staff is recommending the purchase of a 2014 Ford Explorer, a 2014 Ford $\frac{3}{4}$ Ton F250 and two 2014 Ford $\frac{1}{2}$ Ton F150 from Gorno Ford in Woodhaven through the State of Michigan purchasing program. The total cost of these vehicles is \$98,661 which includes the installation of safety/caution lighting on all vehicles, bedliners, towing package, and snow plow prep package.

Therefore, I recommend the Board approve the purchase of four (4) Ford vehicles from Gorno Ford through the State of Michigan purchasing program.

Recommended Motion:

To approve the purchase of a 2014 Ford Explorer, a 2014 Ford $\frac{3}{4}$ Ton F150 and two 2014 Ford $\frac{1}{2}$ Ton F150s through the State of Michigan purchasing program from Gorno Ford in the total amount of \$98,661.

INTEROFFICE MEMORANDUM

TO: JOHN B. ELSINGA, TOWNSHIP MANAGER
FROM: SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES
TERRY L. POWERS, FACILITIES SUPERVISOR
SUBJECT: 2013 FLEET VEHICLE PURCHASE
DATE: SEPTEMBER 25, 2013
COPY TO: FILE

A comprehensive Township-wide vehicle replacement plan was developed in 2006. The vehicles are purchased by the sewer fund and remain in the fleet for ten (10) years with some vehicles passed down to the general fund after three (3) to five (5) years. The sewer fund would then recoup the used vehicle cost from the general fund.

During the 2013 budget process the Department of Public Services (DPS) budgeted \$110,370 for the purchase of one (1) four wheel drive SUV, one (1) full size four wheel drive truck and two (2) full-size trucks as scheduled in the vehicle replacement plan. All vehicles are priced complete with full emergency LED lighting, a spray in bed liner, heavy duty auxiliary battery, all terrain tires, towing package and one snow plow prep package.

(1) Four wheel drive SUV Replaces Unit 21	Complete Package Price	MPG (combined)
2014 Ford Explorer (3.5L engine)	33,334.00	19
2014 Chevrolet Suburban (5.3L engine)	35,663.00	17
2014 GMC Yukon (5.3L engine)	34,657.00	17

(1) Full-size 4WD ¾ ton truck (8' box) Replaces Unit 6	Complete Package Price	MPG (combined)
2014 Ford F250 (6.2L engine)	24,151.00	17*
2014 Chevrolet Silverado (6.0L engine)	26,240.00	18
2014 GMC Sierra (6.0L engine)	24,830.00	18

*2013 MPG noted ~ 2014 MPG not available

(2) Full-size 2WD ½ ton truck (8' box) Replaces Unit 12 and 14	Complete Package Price	MPG (combined)
2014 Ford F150 (5.0L engine)	20,588.00	18
2014 Chevrolet Silverado (5.3L engine)	20,820.00	17
2014 GMC Sierra (5.3L engine)	20,617.00	17

Vehicle purchases follow the State of Michigan purchasing program and are limited to the dealer that won the state bid; the low bid is the Ford vehicles supplied by Gorno Ford in Woodhaven, Michigan. Therefore, the 2013 vehicle purchase schedule is as follows:

Qty	Vehicle Type	State Spec Bid	Dept/Unit #
1	2014 Ford Explorer 4WD	3958-0083	DPS - Unit 21
1	2014 Ford ¾ Ton F250 V8 4WD	3958-0092	DPS/Mtc - Unit 6
1	2014 Ford ½ Ton F150 V8 2WD	3958-0026	DPS/Mtc - Unit 12
1	2014 Ford ½ Ton F150 V8 2WD	3958-0026	DPS Mtc - Unit 14

The 2013 vehicle replacement/rotation schedule is:

Vehicle	Unit #	Department Receiving Revenue	Revenue to be Received	Vehicle Rotation
1995 Chevrolet S10 Pickup	43	Parks	\$2,500.00*	Evaluate in Spring
1996 Ford F150	45	Parks	\$1,800.00*	Evaluate in Spring
2000 Ford Ranger	67	Assessing	\$5,200.00	Pass down to Parks Dept
2001 Ford Ranger	56	Community Dev.	\$5,000.00*	Evaluate in Spring
2002 Ford F250	6	DPS Mtc Div	\$5,300.00	Pass down to Parks Dept
2003 Ford Expedition	21	DPS	\$7,000.00*	Evaluate in Spring
2008 GMC Canyon 2WD	12	DPS Mtc Div	\$8,500.00	Pass down to Assessing
2008 GMC Canyon 2WD	14	DPS Mtc Div	\$8,500.00	Pass down to Community Dev.

*Estimated auction price

The low bids and recommendation for the vehicles are one (1) Ford Explorer for \$33,334.00, one (1) Ford ¾ ton F250 for \$24,151.00, and two (2) Ford ½ ton Ford F150 for \$20,588.00 through Gorno Ford in Woodhaven, Michigan at a total cost of \$98,661.00 complete with full emergency LED lighting, a spray in bed liner, heavy duty auxiliary battery, all terrain tires, towing package, and a snow plow prep package installed.

I respectfully request that you recommend to the Board, at its October 15, 2013 meeting, a motion to approve the acquisition of one (1) Ford Explorer, one (1) Ford ¾ ton F250 truck, and two (2) Ford ½ ton F150 truck from Gorno Ford for a total price of \$98,661.00. Funds are available in the Department of Public Services Capital Outlay account number 590-558.00-970.000.

Q444
① Explorer

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 4/27/13 (REV. 4.29.13)

TO: TERRY POWERS, DELHI TWP

517-699-3874 (DIRECT) terry.powers@delhitownship.com

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES

734-671-4033 (DIRECT) (FAX) 734-676-7647 jagnev@gornoford.com

RE: **MiDEAL # 3958-0083 – CONTRACT# 071B1300005**

2014MY FORD EXPLORER XLT MODEL, AWD, SELECT COLOR/ BLACK CLOTH, w/THIRD ROW SEAT & PRIVACY GLASS , 3.5L V6, 6spd. A/T, A/C, TILT.CRUISE, AM/FM/CD/MP3, SYNC.Bluetooth, PWR. WINDOWS/LOCKS.Htd.MIRRORS, CAPLESS FUEL FILLER, 18.6 gal. FUEL TANK, FOG LAMPS,TRAILER SWAY-CNTRL., TRACTION CNTRL., 4WDw/TERRAIN MANAGEMENT SYS.

STRG. WHL. CNTRLS, P245/65Rx18AS, 18" ALUM WHLS., AUTO HEADLAMP, PWR.DRIVER SEAT, TILT/CRUISE, REMOTE ENTRY + KEY PAD, FOG LAMPS, ADVANCE TRACw/ROLL STABILITY CNTRL., TPMS, H.D. PWR. DISC BRKS., AIR BAGS, REVERSE CAMERA/BLIND SPOT REVERSE SENSING SYSTEM,

***360 Degree INSIDER FR/RR/SIDE Wig-Wag AMBER LED FLASHER SAFETY LIGHTS.. (\$1,397.00)**

**** LED REAR WINDOW ARROW-LIGHT-BAR w/CNTRLR. (\$995.00)**

F.O.B. DELIVERED TO DELHI TWP, MI = \$33,334.00
(MSRP = \$40,627.00)

Estimated lead time to order is 8-10 weeks from receipt of P.O. (6/3/13 production)

Please review, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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

①

4 wheel 3/4 Ton F250

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 8/19/13

TO: TERRY POWERS, DELHI TWP.
517-699-3874 (DIRECT) terry.powers@delhitownship.com

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL #3958-0092 (1) 2014MY FORD F-250, 4x4, REG.CAB, 137"WB, 8' BOX, OXFORD WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, AM/FMw/CLOCK, A/C, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG. AXLE, 10,000 # GVWR, LT245/75Rx17AS, TRAILER TOW PKG., TILT/CRUISE., PLOW PREP PKG., ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, ENGINE BLOCK HTR., H.D. ALL WEATHER MATS, RHINO S.I. BEDLINER, BACK-RACK CAB PROTECTOR, MUNICIPAL SAFETY LIGHT PKG.**
(Includes; Amber LED Roof Mount Mini Light-Bar, Frnt. Amber Grill LED's & Rear Amber LED - Insider Taillight Flasher's & Arrow Stick)

F.O.B. DELIVERED TO DELHI TWP., MI \$24,151.00
(MSRP = \$36,566.00)

2014MY Estimated lead time is 10-12 weeks.

RECOMMENDED OPTIONS:

PWR. WINDOWS/LOCKS/Htd. MIRRORS	895.00
BLACK MOLDED FACTORY CAB STEPS	320.00
CLOTH SEATS	149.00
ALL-TERRAINE TIRES	179.00
ELEC. BRAKE CNTRLR.	290.00
REVERSE SAFETY BEEPER	149.00
UPFITTER SWITCHES	125.00
ROOF CLEARANCE LIGHTS	55.00
SPLASH GUARDS	130.00
BUYER'S SNO-DOGG STAINLESS STEEL 8' STRAIGHT BLADE PLOW	4,995.00
WESTERN or BOSS 8.5' STEEL STRAIGHT BLADE PLOW	5,989.00
V-BLADE OPTION FOR ABOVE PLOWS	650.00

Please review SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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QUAN

②

2 wheel 1/2 TON F150

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 8/19/13

TO: TERRY POWERS, DELHI TWP

517-699-3874 (DIRECT) terry.powers@delhitownship.com

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagnev@gornoford.com

RE: **MiDEAL # 3958-0026 – CONTRACT# 071B1300005**
2013MY FORD F-150 XL, REG. CAB, 4x2, 5.0L V8/6 Spd. AT, 145" WB,
OXFORD WHITE/GRAY VINYL, A/C, TILT/CRUISE, AM/FM/w/CLOCK,
7,050# GVWR, TRAILER TOW PKG., TRAILER SWAY CNTRL., TPMS,
ADVANCE TRACw/ROLL STABILITY CNTRL., PWR. DISC BRKS.w/ABS,
AIR BAGS, P235/70/17AT, AW-H.D FLOOR MATS, TRAILER TOW PKG.,
RHINO SPRAY-IN BEDLINER, AMBER EMERGENCY STROBE PKG.,
BACK-RACK CAB PROTECTORw/LED Flasher & Arrow Stick

F.O.B. DELIVERED TO DELHI TWP, MI \$21,248.00

(MSRP = \$30,509.00)

DEDUCT FROM SPEC.

3.7 L V6 vs 5.0L V8.....	DEDUCT.....	(800.00)	
TRAILER TOW PKG.	DEDUCT.....	(320.00)	
CRUISE CNTRL.	DEDUCT.....	(180.00)	- Removed
LTD. SLIP AXLE	DEDUCT.....	(480.00)	= Removed

RECOMMENDED OPTIONS:

PWR. WINDOWS/LOCKS/MIRRORS	950.00
TRLR. BRK CNTRLR.	340.00

Estimated lead time to order is 10-12 weeks from receipt of P.O. 2013MY
2013MY CUT-OFF IS 8/23/13

2014MY JOB #1 is November 18, 2013

Please review SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

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Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: October 8, 2013

RE: Valhalla Parking Lot Paving

Over the course of the past several years we have all had conversations regarding the condition and usability of the parking lot at Valhalla Park. Paving this parking lot has been included in the Capital Improvement Plan for many years, but has always been deferred due to a lack of available funding. It is my understanding that the Downtown Development Authority originally paid to pave the driveway and that this was completed about 15 years ago. I believe that it was intended, even at that time, to pave the parking lot the following year, but financial resources never materialized.

Today, the existing driveway is in desperate need of repair and the lot is still dirt. Our Parks Director has indicated that the lot is basically unusable in the spring due to excessive mud. During the winter, when the lot is not a muddy mess, it is frozen into deep ruts that are very difficult to drive on and dangerously slippery to walk on.

Meanwhile, over the course of the last 5+ years significant improvements have been made at Valhalla Park. These improvements include the installation of the first section of non-motorized pathway, a new playground, new bathroom and pavilion, better beach access and aesthetically pleasing drainage improvements. All of these improvements have resulted in a large increase in the use of the park. However, Mark has stated that Valhalla Trail resulted in the singularly largest increase in use.

As you know, we are now just a couple weeks away from beginning construction on the Sycamore Creek Trail (a.k.a. North Trail Connector). This trail will connect the existing Valhalla Trail to the Lansing River Trail. We currently expect that the trail will be mostly completed and useable by spring of 2014. Once this occurs, we believe that Valhalla Park will again see another increase in use. Many will choose to park their vehicles there to access the trails. Valhalla will become a primary trailhead.

We are recommending that the parking lot be paved and driveway resurfaced this fall so that Valhalla is ready and able to accommodate the increased trailhead usage. To that end, Mark has solicited and received a total of four bids for this work. Hayhoe Asphalt was low bid for the specified work. The bids are as follows:

Contractor Name	Bid Amount
McKearney Asphalt & Sealing, Inc.	\$125,995.00
Lansing Asphalt	\$98,052.95
Quinn Excavating & Paving, Inc.	\$94,429.00
Hayhoe Asphalt	\$93,500.00

Because this project is important and necessary to support the trail project, funding is available via the use of the previously collected trail bond proceeds (\$1.2M). As you will recall, the Township authorized the sale of bonds last spring. This was done in order to ensure that the required funds were available prior to finalization of grant agreement with the Michigan Department of Transportation (MDOT) and Michigan Department of Natural Resources.

However, after the bonds were issued, we were extremely pleased to be offered an additional \$900K⁺ in grant funding from MDOT. Further, they reduced our required match for the grant by over \$925K. As we have previously discussed, this turn of events will allow us to use some of the bond proceeds to create a “trail maintenance fund” and to make other improvements to enhance the usability of the trail itself. Paving the Valhalla parking lot falls into this category.

Since we last spoke to the Board about this topic, we have received additional good news. The construction bids for the trail project have been received by MDOT. The low bid was more than 10% lower than the engineer’s estimate of costs. This means that our project’s total cost is over \$350K less than was originally estimated.

Because of the increased grant funding and decreased project cost, there is an opportunity to make the needed improvements to the Valhalla parking lot at this time. We propose using the existing bond proceeds to fund the improvement. Paving the lot is necessary and will greatly enhance the park. The improvements to Valhalla over the past several years have greatly expanded use of the facility. However, we expect that completion of the Sycamore Creek Trail will further increase use of the park facilities and the parking area which serves as a trailhead.

Attached you will find copies of all the bids that were received by Mark Jenks for the paving work. I would request that you forward this information, along with your concurrence, to the Township Board for their consideration and action at the upcoming October 15th meeting. If we receive authorization to move forward, we would anticipate the paving work to be completed yet this fall. As always, if you have any questions or require additional information please don’t hesitate to ask. Thank you.

Recommended Motion:

To approve the proposal from Hayhoe Asphalt for the paving of the Valhalla Park parking lot in the amount of \$93,500.



HAYHOE ASPHALT

Tradition | Family | Value | Quality

1165 North Cedar Road
Mason, Michigan 48854
phone: (517) 694-9033
fax: (517) 694-3396

Submitted to: **Delhi Township Parks and Recreation**
Address: **2074 Aurelius Rd**
Holt, MI 48842
Contact: **Mark Jenks**

Date: **September 18, 2013**
Phone: **749-2260**
Email: mark.jenks@delhitownship.com

Job Site: **Valhalla Park**

Job Type: **Parking Lot/Drive**
Type of Project: **New Asphalt/Mill and Pave**

Job Specifications:

MAIN BID - PAVE GRAVEL LOT

- Remove cement bumper blocks and retain enough for one row of parking;
- Fine grade and compact gravel base;
- Apply weed killer to prepared area as needed;
- Install 3 inches of #13A Bituminous Aggregate ("hot mix asphalt") and tamp edges;
- Compact asphalt;
- Stripe parking lines and stencils
- Reset cement bumper blocks

Approximately 49,750 sq ft

\$62,300.00

OPTIONAL ADD-ON: MILL AND RESURFACE ASPHALT DRIVE

- Mill and haul away 1-1.5" from existing asphalt drive;
- Clean all debris from remaining asphalt base;
- Apply SS1H bonding coat;
- Wedge low areas as needed;
- Cap asphalt with 1.5" of #13A Bituminous Aggregate ("hot mix asphalt");
- Compact asphalt

Note: Within this area, we will do a full-depth reclamation of the asphalt where it is severely deteriorated. This area is approximately 33'x100' and is around the cement island. That area will receive approx. 4" of new asphalt.

Approximately 27,335 sq ft

\$31,200.00

Total Cost: \$93,500.00

This proposal is valid for 25 days. Payment in full is due upon completion of work or as agreed upon in prior arrangements.

Delhi Twp. will obtain all necessary permits. Please see reverse side of this proposal for additional general conditions.

Amanda Hayhoe-Kruger

John Hayhoe / Amanda Hayhoe-Kruger

General Conditions

- Soil Condition:** Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work caused by such conditions shall be paid by the purchaser.
- Reproduction Cracks:** When resurfacing existing asphalt, concrete or brick, Hayhoe Asphalt Paving, LLC is not responsible for the reproduction of cracks or expansion joints.
- Thickness:** All descriptions of paving thickness in this proposal are referred to as average. Variation in sub-base and technical limitations may result in variation in thickness average. Hayhoe Asphalt Paving, LLC guarantees that sufficient material will be used to result in the average thickness quoted.
- Underground Structures:** It is the purchaser's responsibility to advise Hayhoe Asphalt Paving, LLC of the existence and location of all structures that may interfere with any contracted work, including underground structures such as sewers, water and electrical lines, etc.
- Timely Payment:** Payment in full is due and payable as stipulated on proposal. The purchaser agrees to pay interest at the rate of 1.5%/month on any amount due Hayhoe Asphalt Paving, LLC with said interest to start accruing thirty (30) days after billing. This interest is at an annual rate of 18%. Failure of the purchaser to submit payment in full within 30 days of billing (or as previously agreed) will void any guarantee by Hayhoe Asphalt Paving, LLC.
- Zoning:** Hayhoe Asphalt Paving, LLC assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. If contracted work is deemed to violate any ordinance, zoning regulations, or other law, the purchaser is still obligated to pay for work performed as ordered.
- Guarantee:** This pavement is guaranteed against failure due to improper workmanship of materials for a period of one (1) year after construction, unless otherwise stated. Use of the pavement for a purpose other than the disclosed and intended use will void this guarantee.



Proposal
Quinn Excavating & Paving, Inc.

PO Box 193
Mason, MI 48854
Ph# 517-676-5533 - Fax # 517-589-8986
quinnexcavatingandpaving.com

Proposal Submitted To: Delhi Parks & Recreation	Phone:	Date: September 4, 2013
Street: 2074 Aurelius Rd.	Job name: Valhalla Park	
City, State and Zip Code: Holt, MI 48842	Job location: 4050 Keller Rd. Holt, MI 48842	
Contact: ATT: MARK JENKS		

We hereby submit specifications and estimates for:

In reply to your request for paving your gravel parking lot, we are pleased to quote as follows:

1. Remove existing bumper blocks and retain enough for one row of parking.
2. Spray entire area with soil sterilant.
3. Finish grade and compact entire area.
4. Furnish and install 3 inches of 13A wearing course of asphalt over an area of approximately 49,750 square feet.
5. Reset one row of bumper blocks near playground area.
6. Paint parking lines.
7. Total cost will be \$62,918.00.

ONE YEAR GUARANTEE ON WORKMANSHIP AND MATERIAL

Please sign and return a copy to our office if accepted. If any questions please call, Thank you

We *Propose* hereby to furnish materials and labor - complete in accordance with above specifications for the sum of:

\$62,918.00

Payment is due upon completion of job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be accounted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: *Baurene Quinn*
Note: This proposal may be withdrawn by us if not accepted within: **10** days.

Acceptance of Proposal -- The above prices, applications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date of Acceptance: _____

total \$94,429.00



Proposal

Quinn Excavating & Paving, Inc.

PO Box 193
Mason, MI 48854
Ph# 517-676-5533 ~ Fax # 517-589-8986
quinnexcavatingandpaving.com

Proposal Submitted To: Delhi Parks & Recreation	Phone:	Date: September 4, 2013
Street: 2074 Aurelius Rd.	Job name: Valhalla Park	
City, State and Zip Code: Holt, MI 48842	Job location: 4050 Keller Rd. Holt, MI 48842	
Contact: ATT: MARK JENKS		

We hereby submit specifications and estimates for:

In reply to your request for paving your existing asphalt entrance road, we are pleased to quote as follows:

1. Roto mill existing asphalt entrance road 1½ inches deep.
2. Mill around island consisting of approximately 3,300 square feet.
3. Finish grade and compact gravel around island.
4. Furnish and install 2 inches of 13A base course of asphalt around island.
5. Furnish and apply SS 1H bond coat.
6. Fill low areas with hot mix asphalt.
7. Furnish and install 1½ inches of 13A wearing course of asphalt over an area of approximately 27,335 square feet.
8. Total cost will be \$31,511.00.

ONE YEAR GUARANTEE ON WORKMANSHIP AND MATERIAL

Please sign and return a copy to our office if accepted. If any questions please call, Thank you

We, *Propose*, hereby to furnish materials and labor - complete in accordance with above specifications for the sum of:

\$31,511.00

Payment is due upon completion of job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon notices, accidents or delays beyond our control. Owner to carry fire, bonds and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: *Laurence Quinn*

Note: This proposal may be withdrawn by us if not accepted within: **10** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
901 E Gier St Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

Proposal submitted to DELHI CHARTER TOWNSHIP	Phone 699-3857 749-2260 FAX: 268-3069 MARKJENKS@DELHITOWNSHIP.COM
Street 2074 AURELIUS	Date October 6, 2013
city, state, and zip code HOLT, MI. 48842	Job location VALHALLA PARK 4050 KELLER
Contact MARK JENKS	Saved As DELHI CHARTER TWP VALHALLA PARK GRAVEL

We hereby submit specifications and estimates for:

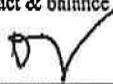
VALHALLA PARK

- NEW PARKING LOT OVER GRAVEL 48,000 SQ/FT**
FINE GRADE AND COMPACT,
APPLY WEED KILLER
FURNISH AND INSTALL 3" MDOT 13 A BITUMINOUS AGGREGATE
STRIPE PARKING LOT
INSTALL ONE ROW BLOCKS
MILL & RESURFACE EXISTING MAIN ASPHALT DRIVE 28,700 SQ/FT
MILL ROAD DOWN 1 1/2" AND HAUL AWAY
CLEAN ENTIRE DRIVE,
APPLY BOND COAT
FURNISH AND INSTALL 1 1/2" MDOT 1100T BITUMINOUS AGGREGATE
FOR THE SUM OF:\$125,995.00

NOTE: CRACKS MAY REFLECT AT SOME POINT IN TIME.

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: 50% of total amount down upon acceptance of contract & balance due upon completion
Proposal good for 30 days.


Mike McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted: _____

Date: _____



Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.

Over 30 years of experience
Quality workmanship at a fair price