

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

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The members of the Delhi Charter Township Committee of the Whole met on Tuesday, December 17, 2013, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 6:30 p.m.

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

Members Absent: None

Others Present: John Elsinga, Township Manager  
Sgt. 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  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**BUSINESS**

**RESOLUTION NO. 2013-013 – AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF THE CHARTER TOWNSHIP OF DELHI 2014 REFUNDING BONDS**

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The Board reviewed a memorandum dated December 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT I).

Tom Traciak, H.J. Umbaugh and Associates, stated that with the prevailing low interest rates, along with the Township's option in 2014 to redeem the 2003 Capital Improvement Bonds, make those bonds attractive for refunding with an estimated savings of \$100,000.

**FIRE DEPARTMENT – NOVEMBER ACTIVITY REPORT**

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The Board reviewed the November Fire Department Activity Report (ATTACHMENT II).

Brian Ball, Interim Fire Chief, stated that Delhi Township met with Alaieton Township regarding the renewal of their upcoming fire services agreement. Discussion was held regarding adding recreational burning permits to the agreement. The City of Mason's agreement with Delhi Township for Alaieton Township will begin January 2, 2014. The automatic aid agreement with the City of Lansing has begun.

Interim Chief Ball stated that meetings are taking place with Police, Fire and EMS in regard to the Act of Violence instances. Best practices guidelines will be drafted on how to respond to these situations.

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

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

SUBJECT TO APPROVAL

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

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**COMMUNITY DEVELOPMENT DEPARTMENT – NOVEMBER ACTIVITY REPORT**

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The Board reviewed the November Community Development Department Activity Report (ATTACHMENT IV).

Tracy Miller, Director of Community Development, stated that the Township will be receiving funding to help offset the cost of a shade sail system for the amphitheater through a grant that was applied for.

Trail construction is underway, which will start with clearing activity, followed by pile driving. Work is taking place on obtaining easements for the Ram Trail.

Ms. Miller asked the Board to help remind people to keep their sidewalks shoveled during the winter months and if possible to help neighbors that are unable to shovel.

**PUBLIC COMMENT** – Mike Hamilton, 4145 Sycamore Street, commented on sidewalk shoveling.

**ADJOURNMENT**

Meeting adjourned at 7:04 p.m.

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

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

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

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

/af

SUBJECT TO APPROVAL

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 12, 2013

**RE:** Resolution No. 2013-030 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2014 Refunding Bonds

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Enclosed for your review and approval is Resolution No. 2013-030 which would authorize and delegate the sale of Charter Township of Delhi 2014 Refunding Bonds.

According to our Township Financial Consultant Tom Traciak, of H.J. Umbaugh & Associates, the prevailing low interest rates along with the Township's option in 2014 to redeem our "2003 Capital Improvement Bonds" make those bonds attractive for refunding with an estimated savings approaching \$100,000.

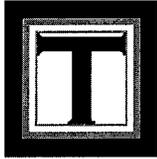
In order to realize this savings over the life of the new bond we would sell the new "2014 Refunding Bonds" in an amount not exceeding \$1,585,000 which would be used to pay off the prior "2003 Capital Improvement Bonds" plus the cost of issuance (\$27,250).

The new bonds are projected to carry an interest rate of approximately 1.5% below the current average coupon rate of 4.49% over the same 10 year period as the prior bonds. This refunding is estimated to save over 6% of the cost of the prior bonds while the resolution requires a minimum savings of 2%.

Therefore, I recommend approval of refunding the outstanding 2003 Capital Improvement Bonds as the Charter Township of Delhi 2014 Refunding Bonds.

**Recommended Motion:**

**To adopt Resolution No. 2013-030 which would authorize and delegate the sale of the Charter Township of Delhi 2014 Refunding Bonds.**



**THRUN**  
L A W F I R M, P. C.

U.S. MAIL ADDRESS  
P.O. Box 2575  
EAST LANSING, MI 48828-2575  
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MICHAEL D. GRESENS  
(517) 374-8838

December 10, 2013

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

Re: Proposed Refunding Bond Issue - 2003 Capital Improvement Bonds

Dear John:

Enclosed are the following:

1. Four copies of a "parameters resolution" for consideration by the Township Board. The refunding bonds are for the purpose of refinancing the Township's outstanding 2003 Capital Improvement Bonds. After adoption, please have all copies of the resolution **manually executed**, retain one executed copy with meeting minutes, and return all remaining executed copies to me. **Do not complete or sign the exhibits attached to the resolutions.**

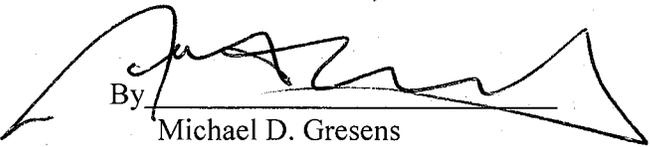
2. A signature sheet which both the Township Supervisor and Township Clerk must sign at least five times under their respective office title, separating the signatures far enough so that they do not overlap. Please return this to our office.

Please also provide me with a copy of the most recent audit and a copy of the fiscal year 2014 budget figures.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

THRUN LAW FIRM, P.C.

By 

Michael D. Gresens

MDG/clb  
Enclosures

cc: H.J. Umbaugh & Associates (via e-mail)  
Fredric G. Heidemann, Esq.

RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF  
CHARTER TOWNSHIP OF DELHI  
2014 REFUNDING BONDS

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

A regular meeting of the Township Board of Trustees (the "Board") of the Township was held in the \_\_\_\_\_ in the Township, on the 17th day of December, 2013, at \_\_\_\_\_ o'clock in the \_\_\_\_\_.

The meeting was called to order by \_\_\_\_\_, Supervisor

Present: Board Members

Absent: Board Members

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

**WHEREAS:**

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the Issuer to refund all or part of its bonded indebtedness; and
2. The Issuer has received a recommendation from H.J. Umbaugh & Associates, Certified Public Accountants, LLP to refund all or part of that portion of the outstanding 2003 Capital Improvement Bonds of the Issuer, dated November 1, 2003, in the original amount of \$2,500,000, which are callable on or after March 1, 2014, and are due and payable March 1, 2015 through March 1, 2024, inclusive (the "Prior Bonds"); and
3. The Issuer may have the opportunity to directly place the refunding issue with a sophisticated investor or commercial bank for the purpose of refunding all or a portion of the outstanding Prior Bonds; and
4. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds.

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

1. Bonds of the Issuer designated 2014 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$1,585,000, as finally determined upon placement or sale thereof, for the purpose of refunding all or a portion of the Prior Bonds. The Bonds shall be dated the date of delivery, or such other date as established at the time of placement or sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon placement or sale, payable on September 1, 2014 and

semiannually thereafter on March 1 and September 1 in each year; and shall mature on March 1 in each year to be subsequently determined by the Issuer's Township Manager or the Supervisor, in the final principal amounts determined upon placement or sale and shall be subject to redemption in the amounts, times, in the manner and at the prices determined upon placement or sale of the Bonds.

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

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

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

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

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

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

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

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

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

8. The Supervisor and Clerk be, and they are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

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

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2014 TOWNSHIP BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

10. The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with fiscal year 2014 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full. There shall be levied upon the tax rolls of the Issuer in each year, commencing with the tax year 2014, for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections being taken into consideration in arriving at the estimate. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued. The Issuer not having the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

11. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of those Prior Bonds set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of the placement or sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2014 BOND ISSUANCE FUND. Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

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

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

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

15. The Issuer hereby determines that the process of soliciting bids for the Bonds by publishing a Notice of Sale in a publication as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than the process of obtaining bids/offers through the distribution of a solicitation for bids or negotiating the sale of the Bonds through a direct placement to a sophisticated investor or commercial bank, and that such a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions, flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Bonds, and also reduce the costs of issuance for the Bonds. The Issuer hereby authorizes the distribution of a Solicitation for Bids and/or Marketing Bulletin to solicit bids/offers for the sale of the Bonds to a sophisticated investor or commercial bank. The Township Manager or Supervisor is authorized to execute any documents or agreements necessary to evidence or consummate the direct placement of the Bonds, subject to the requirements of paragraph 18 below.

16. The Township Manager or the Supervisor is authorized to approve circulation of a Preliminary Official Statement or Marketing Bulletin describing the Bonds.

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

- a. File with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. If deemed advisable by the Issuer's financial consultant, request a waiver of the maturity limitations as set forth in the Application for Waiver and/or a waiver of the Department's requirement that ratings be obtained from a nationally recognized ratings agency.
- c. If necessary, execute and deliver a Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and

the Agreement shall constitute, and hereby is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

18. The Township Manager's or the Supervisor's authorization to make a direct placement of the Bonds, or otherwise to approve the sale of the Bonds, is subject to the following parameters:

- a. the Placement Agent/Underwriter spread shall not exceed \$2.50 per \$1,000 (0.25%);
- b. the average true interest rate on the Bonds shall not exceed 6.0%;
- c. the present value savings from the refunding shall not be less than 2.0% of the par of the Prior Bonds; and
- d. the receipt of express written recommendation of the Issuer's financial consulting firm identified below to accept the terms of the direct placement or sale of the Bonds.

19. The Township Manager or the Supervisor is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to a sophisticated investor or commercial bank for a direct placement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) if necessary, deem the Preliminary Official Statement or Marketing Bulletin for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) if necessary, execute and deliver a final Official Statement on behalf of the Issuer.

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

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

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

23. The financial consulting firm of H.J. Umbaugh & Associates is hereby appointed as financial consultants to the Issuer with reference to the issuance of the Bonds herein authorized.

24. The Township Manager or the Supervisor may designate the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended, if, in making said designation, the Township Manager or the Supervisor determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2014 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation," then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds may be designated by the Township Manager or the Supervisor as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations."

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

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

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

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Evan Hope, Clerk  
Charter Township of Delhi

The undersigned duly qualified and acting Clerk of the Charter Township of Delhi, Ingham County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at a regular meeting held on December 17, 2013, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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Evan Hope, Clerk  
Charter Township of Delhi

MDG/clb

EXHIBIT A

[No.]  
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF INGHAM  
CHARTER TOWNSHIP OF DELHI  
2014 REFUNDING BOND  
(GENERAL OBLIGATION - LIMITED TAX)

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on \_\_\_\_\_, 2014, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of Bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_ issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and resolutions duly adopted by the Township Board of Trustees of the Issuer on December 17, 2013 and January \_\_\_\_, 2014, for the purpose of refunding all or a portion of a certain prior bond issue of the Issuer.

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

the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after March 1, 2022, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after March 1, 2021, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on March 1, 20\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
March 1, ____	\$
March 1, ____	
March 1, ____	
March 1, ____ (maturity)	

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

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

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner

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

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

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

**IN WITNESS WHEREOF**, Charter Township of Delhi, County of Ingham, State of Michigan, by its Township Board of Trustees, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Supervisor and countersigned by the manual or facsimile signature of its Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed, as of \_\_\_\_\_, 2014, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

Countersigned:

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

\_\_\_\_\_  
Clerk

[SEAL]

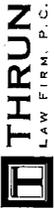
CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

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

By \_\_\_\_\_  
Authorized Signatory



-----  
ASSIGNMENT

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

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

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

Signature Guaranteed:

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B

FORM OF  
CONTINUING DISCLOSURE AGREEMENT

§ \_\_\_\_\_  
CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN  
2014 REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Charter Township of Delhi, County of Ingham, State of Michigan (the "Issuer"), in connection with the issuance of \$ \_\_\_\_\_ 2014 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Board of Trustees of the Issuer on December 17, 2013 and January \_\_\_\_, 2014 (the "Resolutions"). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

"MSRB" shall mean the Municipal Securities Rulemaking Board.

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

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2014.

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

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

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

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

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

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

### SECTION 3. Provision of Annual Reports.

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

financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

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

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

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

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

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

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

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

## SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

Dated: \_\_\_\_\_, 2014

APPENDIX A

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

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

Name of Bond Issue: 2014 Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2014

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

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



**APPENDIX B**

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

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

Name of Bond Issue: 2014 Refunding Bonds, Series A (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2014

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

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



**APPENDIX C**

**SIGNIFICANT EVENT NOTICE COVER SHEET**

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

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

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

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

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

**Description of Significant Events Notice (Check One):**

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

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

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

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

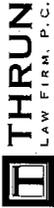
Employer: \_\_\_\_\_

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

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

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

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



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

The Supervisor and Clerk of the Charter Township of Delhi should sign their names at least five times in black ink leaving space between the signatures in the space below. These signatures are required in order to print the facsimile signatures on the bonds.

**SUPERVISOR'S SIGNATURE**

**CLERK'S SIGNATURE**

**ALSO**, please **type** in the names of the Supervisor, Clerk and Treasurer (as they sign legal documents) on the lines as indicated below:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

(Please notify our office if the names of the officers should change during this issue.)

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

**November 2013 Activity Report**

**New Permits:**

Category	DDA Area Permits	Total Permits	Total Inspections
Building	5	24	79
Electrical	5	18	22
Mechanical	6	31	45
Plumbing	0	12	19
Fire Inspections	N/A	N/A	84
<b>Totals</b>	<b>16</b>	<b>85</b>	<b>249</b>

**Soil Erosion Permits & APA Projects:**

Category	DDA Area Permits	Total Permits/New Projects	Total Inspections
Soil Erosion	1	8	46
Soil Erosion Waivers	1	1	0
APA Projects	0	1	0
<b>Totals</b>	<b>2</b>	<b>10</b>	<b>46</b>

**New Code Enforcement Cases:**

Category	DDA Area Cases	Total Cases
Building Maintenance	1	1
Fence Violation	2	3
Junk & Debris	0	0
Junk Vehicles	1	4
Miscellaneous	1	4
Noxious Weeds	0	0
Sidewalk Snow	0	0
Sign	1	1
Site Plan	0	0
Yard Parking	1	3
Improper Zoning Use	0	1
<b>Totals</b>	<b>7</b>	<b>17</b>
<b>Total # of Inspections</b>		<b>37</b>

**Rental Program Information:**

Number of New Registered Rental Properties	1
Number of Rental Re-inspections	13
Number of Rental Investigations	0
Number of Rental Cycle Inspections	92

**Civil Infraction/Abatement Information:**

<b>Abatement/Clean-ups</b>	<b>2</b>
<i>Abatement/Clean-up Fees Issued (Year to date)</i>	<b>\$16,636.50</b>
<b>Civil Infractions Issued</b>	<b>3</b>
<i>Civil Infraction Fines Issued (Year to date)</i>	<b>\$5,125.00</b>

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
<b>COMMERCIAL MISCELLANEOUS</b>						
PB13-364	5091 WILLOUGHBY ROAD	M. FOX BUILDERS LLC	<i>ASSEMBLING A GAZEBO KIT ON EXISTING SLAB</i>	\$9,000	\$59.40	
COMMERCIAL MISCELLANEOUS				\$9,000	\$59.40	Total: 1
<b>COMMERCIAL NEW STRUCTURE</b>						
PB13-263	3750 WIGMAN ROAD	DTN ENTERPRISES LLC	<i>CONSTRUCTING 10 UNIT APARTMENT BUILDING</i>	\$1,213,588	\$8,012.40	Y
PB13-271	3870 WIGMAN ROAD	DTN ENTERPRISES LLC	<i>CONSTRUCTING 14 UNIT APARTMENT BUILDING</i>	\$1,361,651	\$8,989.20	Y
COMMERCIAL NEW STRUCTURE				\$2,575,239	\$17,001.60	Total: 2
<b>DECK</b>						
PB13-369	1842 NIGHTINGALE DRIVE	BILT-RITE CONSTRUCTION CO	<i>CONSTRUCTING A 10' X 10' DECK</i>	\$900	\$50.00	
DECK				\$900	\$50.00	Total: 1
<b>FENCE</b>						
PB13-370	3599 CREOLE WAY	HENDERSON, MICHAEL & SUSAN	<i>INSTALLING 6' PRIVACY FENCE ALONG REAR PROPERTY LINE</i>	\$0	\$50.00	
FENCE				\$0	\$50.00	Total: 1
<b>RESIDENTIAL ADDITION</b>						
PB13-374	4764 HARPER ROAD	MILLER, BRYAN	<i>440 SQ FT ADDITION TO GARAGE</i>	\$9,240	\$60.00	
RESIDENTIAL ADDITION				\$9,240	\$60.00	Total: 1
<b>RESIDENTIAL ALTERATION</b>						
PB13-359	1801 NIGHTINGALE DRIVE	JAMES EDWARD BUILDERS INC	<i>FINISHING 900 SQ FT OF BASEMENT</i>	\$18,000	\$108.00	
PB13-366	969 N COLLEGE ROAD	DEMPSEY, GLEN	<i>REMODEL - REPLACING FOUR WINDOWS, NEW CABINETS IN KITCHEN, BATHROOM REMODEL AND ADDING A CLOSET IN BEDROOM</i>	\$7,500	\$50.00	
RESIDENTIAL ALTERATION				\$25,500	\$158.00	Total: 2

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?
PB13-371	1533 CATALINA DRIVE	COUNTRY VIEW ESTATES LLC	CONSTRUCTING SINGLE FAMILY HOME	\$171,924	\$1,032.00	
PB13-372	3555 FERNWOOD LANE	MAYBERRY HOMES, INC.	CONSTRUCTING SINGLE FAMILY HOME	\$200,308	\$1,206.00	
PB13-376	1911 CROSSROADS DRIVE	ALLEN EDWIN HOMES	CONSTRUCTING SINGLE FAMILY HOME	\$243,988	\$1,464.00	
PB13-377	1535 CATALINA DRIVE	COUNTRY VIEW ESTATES LLC	CONSTRUCTING SINGLE FAMILY HOME	\$179,171	\$1,080.00	
<b>RESIDENTIAL DWELLING/GARAGE</b>				<b>\$795,391</b>	<b>\$4,782.00</b>	<b>Total: 4</b>
<b>RESIDENTIAL MISCELLANEOUS</b>						
PB13-358	4303 KELLER ROAD	EAGLE EYE HOME IMPROVEMENT LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-360	2228 PARK LANE	HANSON'S WINDOW AND CONSTRUCTION IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	Y
PB13-361	5895 HORSTMAYER ROAD	KRUGER ROOFING & CONST	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-362	2836 LAMOREAUX LANE	SIMON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-363	3948 TIMBERCREST CIRCLE	GATLIN, CHARLES	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-365	1893 ADELPHA AVENUE	TURN KEY IMPROVEMENTS LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-367	4201 DAVLIND DRIVE	SIMON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-368	2714 VALDEZ DRIVE	SIMON ROOFING	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-373	4666 SYCAMORE STREET	EAGLE EYE HOME IMPROVEMENT LLC	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
PB13-378	980 ONONDAGA ROAD	HANSON'S WINDOW AND CONSTRUCTION IN	TEAR OFF AND RE-ROOF	\$8,000	\$50.00	
<b>RESIDENTIAL MISCELLANEOUS</b>				<b>\$80,000</b>	<b>\$500.00</b>	<b>Total: 10</b>
<b>RESIDENTIAL STORAGE/GARAGE</b>						
PB13-375	6287 PLEASANT RIVER DRIVE	COONEY HOMES	CONSTRUCTING A 832 SQ FT POLE BARN	\$16,000	\$96.00	
<b>RESIDENTIAL STORAGE/GARAGE</b>				<b>\$16,000</b>	<b>\$96.00</b>	<b>Total: 1</b>

# DELHI CHARTER TOWNSHIP

## Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	
<b>SIGN</b>							
PS13-026	2373 CEDAR PARK DRIVE	SIGN CONTRACTORS	CHANGING THE FACE OF EXISTING 25 SQ FT POLE SIGN	\$0	\$75.00	Y	
SIGN				\$0	\$75.00	Total:	1
<b>Totals:</b>				<b>\$3,511,270</b>	<b>\$22,832.00</b>		<b>24</b>

Permit.DateIssued Between 11/01/2013 AND 11/30/2013  
AND  
Permit.PermitType = Building OR  
Permit.PermitType = Sign

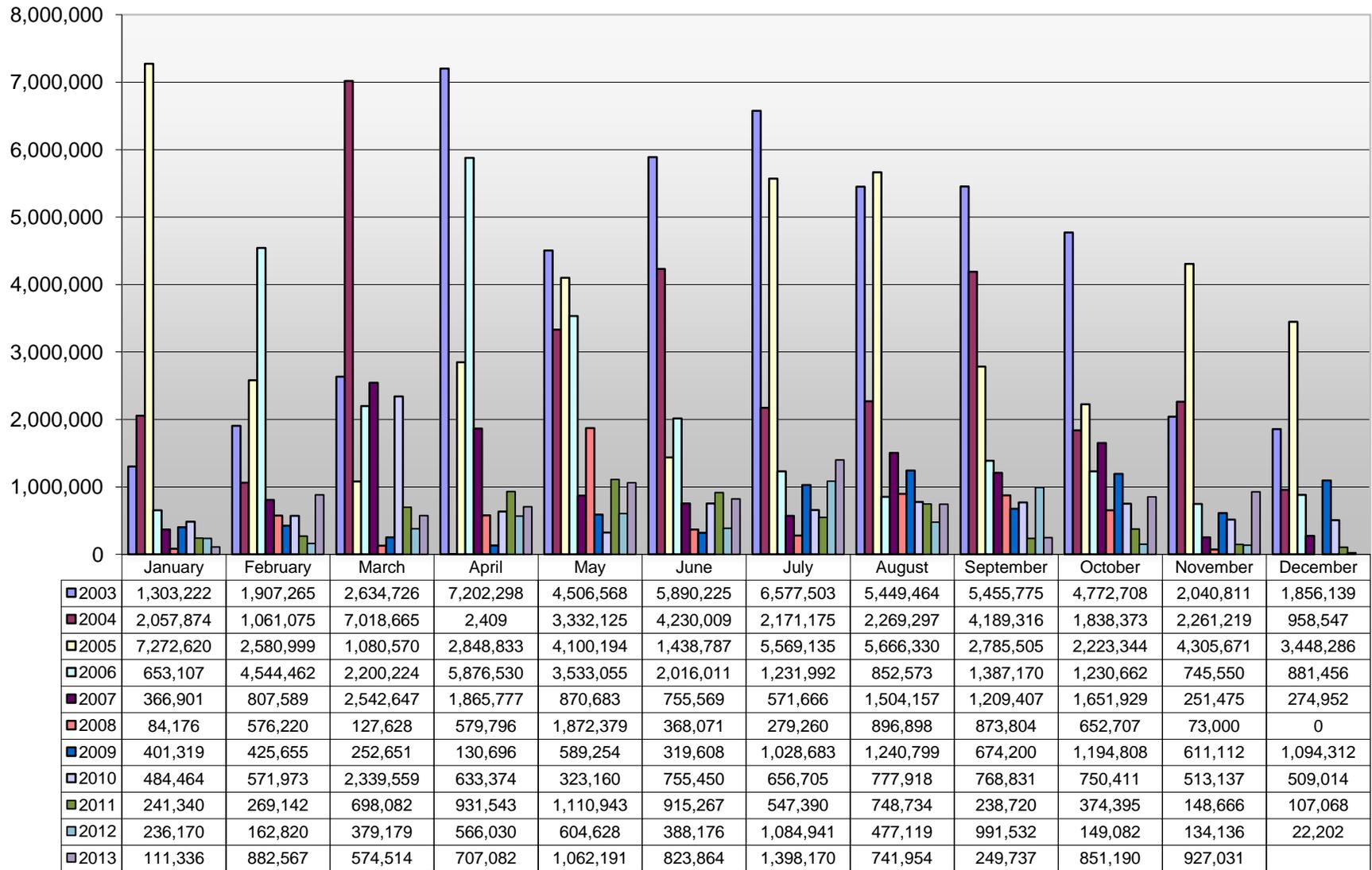
## SUMMARY OF CONSTRUCTION VALUES

Year	2007		2008		2009		2010		2011		2012	
Type	Total Permits	Total Value										
Commercial Addition, Alteration & Commercial Misc	49	\$ 9,353,080.00	30	\$ 2,830,791.00	29	\$ 1,215,220.00	27	\$ 1,665,320.00	37	\$1,029,347.00	38	\$3,549,664.00
Commercial New Structures	6	\$ 2,230,506.00	1	\$ 875,903.00	5	\$ 4,360,107.00	3	\$ 1,712,188.00	5	\$3,951,772.00	4	\$906,716.00
Deck, Fence, Pool, Residential Misc, Residential Storage/Garage, Demolition, Sign, Sign Business, Sign Grand Openings	255	\$ 834,376.00	165	\$ 1,118,676.00	487	\$ 3,105,297.00	372	\$ 2,103,596.00	233	\$ 1,262,153.00	243	\$ 1,097,292.00
Pre-Manufactured Home, Residential Condo w/Garage, Residential Dwelling, Residential Dwelling/Garage	58	\$ 8,856,775.00	27	\$ 5,189,435.00	22	\$ 3,861,101.00	37	\$ 5,998,675.00	28	\$ 3,849,279.00	25	\$ 3,065,174.00
Residential Addition, Residential Alteration	47	\$ 972,435.00	51	\$ 1,013,207.00	43	\$ 1,085,548.00	51	\$ 1,105,827.00	46	\$ 1,021,182.00	48	\$ 1,055,333.00
Residential Multiple Family & Apartment Units	6	\$ 7,621,380.00	0	\$ -	0	\$ -	2	\$ 1,237,795.00	3	\$ 3,694,734.00	0	\$ -

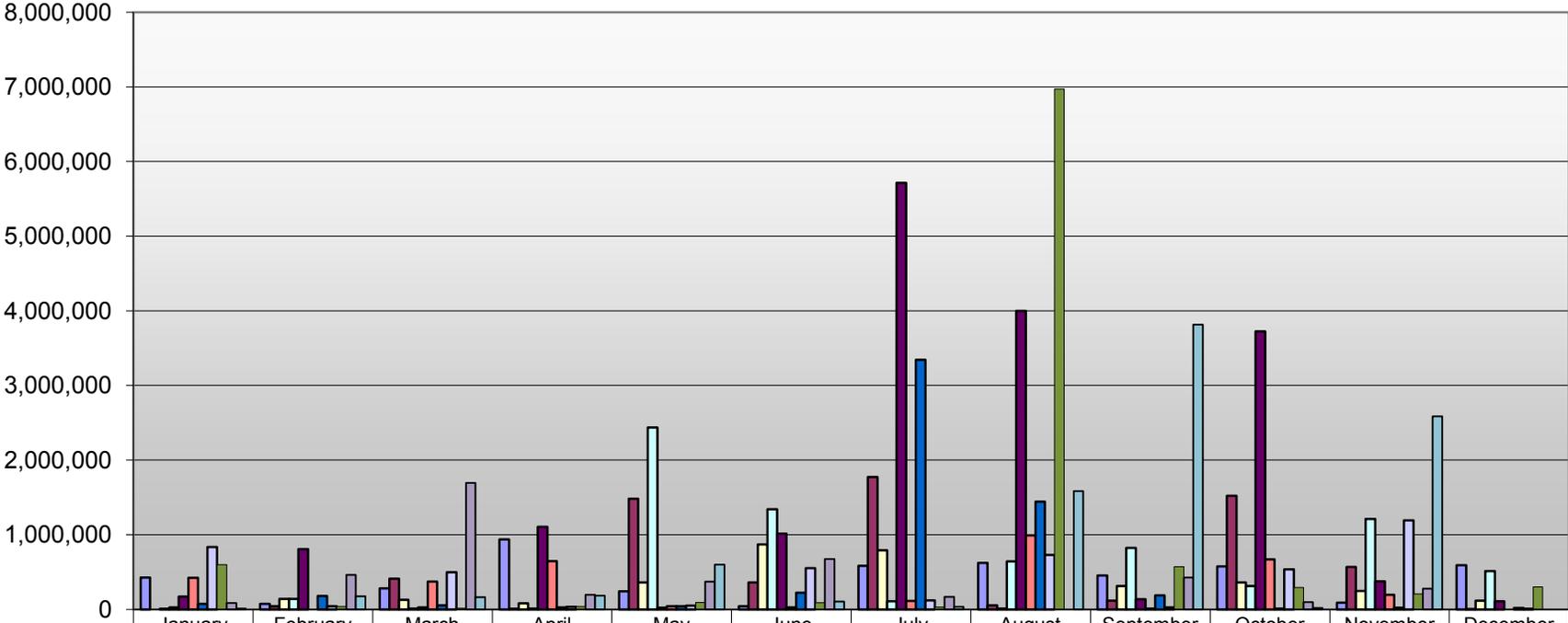
**2013 Year to date Construction Values:**

<b>Commercial / Industrial:</b>	\$ 9,266,592.00
<b>Residential:</b>	\$ 8,329,636.00
<b>Total Single Family Homes:</b>	32

## Residential Building Permits



### Commercial/Industrial Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
■ 2003	425,040	72,962	279,550	935,214	240,500	40,350	584,439	621,851	454,370	574,016	89,400	590,100
■ 2004	0	40,000	409,002	4,000	1,480,444	359,950	1,773,063	52,425	115,160	1,522,191	566,020	1,000
■ 2005	7,760	140,049	129,496	81,459	358,820	871,298	791,555	8,000	312,938	358,465	247,127	114,525
■ 2006	27,000	138,900	9,000	9,540	2,438,077	1,341,443	106,100	641,986	821,772	313,363	1,209,475	513,940
■ 2007	172,221	808,786	25,206	1,105,534	20,293	1,016,148	5,714,648	4,000,820	134,031	3,722,518	376,371	108,000
■ 2008	421,042	0	370,000	647,000	41,000	25,000	110,000	990,923	9,500	670,442	195,000	0
■ 2009	72,000	178,233	54,600	25,000	41,440	222,525	3,343,047	1,443,417	187,500	8,000	22,000	19,005
■ 2010	834,198	40,992	496,441	32,997	50,000	553,319	117,975	727,220	25,000	536,616	1,192,795	7,740
■ 2011	600,000	35,500	13,000	38,000	92,575	88,000	29,000	6,970,497	571,242	294,317	204,730	301,000
■ 2012	84,908	460,875	1,695,784	195,935	370,500	674,345	165,000	0	427,768	96,584	275,202	0
■ 2013	10,600	173,820	162,018	181,312	600,540	104,400	34,275	1,584,432	3,812,956	18,000	2,584,239	

# Delhi Township Fire Department Monthly Report

November, 2013

## Total Calls

	<i>Delhi</i>	<i>Alaiedon</i>	<i>Total</i>
EMS / Medical	177	-	177
Fire / Rescue	54	2	56
Total Calls	231	2	233
Staff Hours	517.44	1.5	518.94

Total calls in 2013: 2,348

Total calls for 2012: 2,577

## Inspections

Commercial Fire Inspections –84

Fire Personnel Company Inspections - 24

## Training

244 Personnel participated in 346.75 Hours of Training

## Recruitment / Retention

<u>Activity</u>	<u>Hours</u>
Station tours	-
Meetings	4
Mentoring new personnel	1

**Mutual Aid:**            Given – 21            Received – 8

## Miscellaneous

- November 1 Assist Mason Fire with a Building Fire
- November 1 Assisted Lansing Fire with DayGlow event , Medic and crew as well as Chief for command center operations.
- November 17 Dispatched too many calls as a result of the major wind and storm event with the most serious being a tree on a home at the 1600 blk of Gunn.
- November 22 assisted Lansing Fire with Silver Bells event with a Medic, crew and Chief in command center for planning and operations.
- November 25 Building fire 200 blk of Phillips approx \$5,000 loss
- November 28 assisted Windsor Township on a building fire

*COUNTY of INGHAM*

State of Michigan

SHERIFF'S OFFICE

**Gene L. Wriggelsworth**

Sheriff

Allan C. Spyke  
Undersheriff630 North Cedar Street  
Mason, Mi 48854  
(517) 676-2431  
FAX (517) 676-8299Greg S. Harless  
Chief DeputySam Davis  
MajorJoel Maatman  
Major**TO:** Delhi Township Board of Trustee's**FROM:** Lieutenant Eric Trojanowicz**DATE:** December 2, 2013**RE:** November 2013 Monthly Report**HIGHLIGHTED CASES AND INCIDENTS:**

- 11/02/2013 Deputy Torok investigated a home invasion in the 2200 block of Lockwoode Court. The victim left his residence for approximately 20 minutes and when he returned he observed that his residence had been broken into by unknown suspect(s). A canine track was started but was unsuccessful.
- 11/03/2013 Deputy McElmurray investigated a breaking and entering complaint in the 4300 block of Keller Rd. The unknown suspect(s) cut a screen to the garage window to gain entry into the garage. The suspect(s) stole two small televisions and miscellaneous jewelry.
- 11/04/2013 Deputy Bennehoff is investigating a malicious destruction of property complaint in the 2300 block of Washington. The victim had her window to her vehicle shattered by unknown suspect(s).
- 11/04/2013 Deputy Hull investigated a weapons complaint at 5885 W. Holt Rd. (Holt High School). The suspect brought a knife and a spray bottle of bleach to school to threaten another student.
- 11/04/2013 Sergeant Weiss was dispatched to check on an intoxicated female subject at 2040 N. Aurelius (Buddies). The intoxicated female subject was arrested for resisting and obstructing arrest and disorderly conduct. She was lodged at the Ingham County

Jail and charges are being pending through the Ingham County Prosecutor's Office.

- 11/08/2013 Deputy Jason Kuch investigated a home invasion in the 2000 block of Burton. The victim had unknown suspect(s) enter his residence through an unlocked door while he was sleeping and steal a laptop computer.
- 11/09/2013 Deputy Brandon Doerr investigated a larceny from vehicle complaint in the 1800 block of Adelpha. The victim had her vehicle broken into by unknown suspect(s). The suspect(s) stole \$130.00 in cash and two cameras.
- 11/09/2013 Deputy Brandon Doerr investigated a home invasion in the 1400 block of Van Buren. The victim had unknown suspect(s) break into his residence and they stole his television and miscellaneous tools.
- 11/10/2013 Deputy Brandon Doerr investigated a larceny from vehicle complaint in the 4400 block of Harding. The victim had his vehicle broken into by unknown suspect(s). The suspect(s) stole his prescription medication.
- 11/11/2013 Deputy Brandon Doerr investigated a home invasion and armed robbery complaint in the 2100 block of Moorwood Dr. The victim had his residence broken into by unknown suspect(s). The victim and other occupants of the residence were tied up. The suspect(s) stole money, jewelry, and medical marijuana.
- 11/15/2013 Deputy Macomber initiated a traffic stop for a traffic violation at Willoughby Rd. and Cedar St. Deputy Macomber could smell marijuana emanating from the vehicle. A canine was requested and indicated on a gun and \$1700.00 in US currency. Deputy Macomber seized \$1700.00 in US currency, a gun, and a phone. Charges are being sought on the driver of the vehicle for carrying a concealed weapon through the Ingham County Prosecutor's Office.
- 11/17/2013 Sergeant Weiss attempted to initiate a traffic stop on a suspicious vehicle at Keller Rd. and Coolridge. The vehicle fled from Sergeant Weiss and a short pursuit ensued. The vehicle ended up getting stuck in the landscape to the CVS Pharmacy located at Keller Rd. and Cedar St. Five people ran from the vehicle. A Michigan State University Police Department Canine Unit responded to the scene to assist with tracking the individuals that fled from the traffic stop. The Canine Unit successfully tracked two adults who were arrested for obstructing and lodged at the Ingham County Jail, one juvenile who was arrested for fleeing and eluding and lodged at the Ingham County Youth Home, and 1 juvenile that was released to his parents. Charges are being sought on the individuals arrested through the Ingham County Prosecutor's Office.
- 11/18/2013 Deputy Brandon Doerr arrested a subject in the 2400 block of Aurelius Rd. for disorderly conduct. The arrested subject was lodged at the Ingham County Jail. Charges are being sought through the Delhi Township Attorney's Office.
- 11/19/2013 Deputy Brandon Doerr initiated a traffic stop at Jolly Rd. and Aurelius Rd. for a traffic violation. Deputy Doerr received consent to search the vehicle from the driver

based on an odor of marijuana coming from the vehicle. Deputy Doerr located several bags of a green leafy substance believed to be marijuana in the vehicle. The driver of the vehicle was arrested for possession of marijuana and lodged at the Ingham County Jail. Charges are being sought on the driver through the Ingham County Prosecutor's Office.

- 11/21/2013 Deputy McElmurray investigated a home invasion in the 2500 block of Eaton Rapids Rd. The victim had her residence broken into by unknown suspect(s) and she had \$1500.00 in cash stolen.
- 11/21/2013 Deputy Ryan Kuch investigated an unarmed robbery in the 2100 block of Coolridge Rd. Two victims were attacked by four unknown suspects. One victim had his jacket stolen and the other victim had his wallet stolen.
- 11/24/2013 Deputy Narlock initiated a traffic stop at Cricket Ridge and Aurelius for a traffic violation. Deputy Narlock located an excessive amount of marijuana in the vehicle. The driver of the vehicle who was a juvenile was arrested for possession with intent to deliver marijuana and lodged at the Ingham County Youth Home. The two passengers were arrested for possession of marijuana and lodged at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office.
- 11/27/2013 Deputy Macomber initiated a traffic stop on a vehicle for a traffic violation at Harper Rd. and Eifert Rd. Deputy Macomber located marijuana in the vehicle. Charges are being sought on the driver of the vehicle for possession of marijuana through the Ingham County Prosecutor's Office.
- 11/29/2013 Deputy McElmurray investigated an accident at Kahres and Krantz. During the investigation the vehicle was found to be stolen. The suspect entered the victim's residence and took the keys to the vehicle. The suspect was located and lodged at the Ingham County Jail. Charges are being sought on the suspect for home invasion, unlawful driving away of an automobile, and leaving the scene of a property damage accident through the Ingham County Prosecutor's Office.

**STATISTICS:**

During the month of November, Deputies responded to 328 calls for service (written/blotter complaints). They made 121 arrests of which 61 were self – initiated. Deputies issued 195 citations. Deputies conducted 385 business/property checks, 25 liquor inspections, and spent 144.4 hours in Community Policing. Deputies participated in 274.6 hours of training.

**Calls for Service**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
November	519	403	328

Year to Date	5636	4791	4230
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**Total Arrests**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
November	83	81	121
Year to Date	1002	1048	1273

**Total Self – Initiated Arrests**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
November	67	49	61
Year to Date	787	596	685

**Citations Issued**

	<b>2011</b>	<b>2012</b>	<b>2013</b>
November	227	160	195
Year to Date	1999	2194	2249

COUNTY of INGHAM  
State of Michigan  
SHERIFF'S OFFICE



Gene L. Wriggelsworth

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Allan C. Spyke  
Undersheriff

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FAX (517) 676-8299

Greg S. Harless  
Chief Deputy

Sam Davis  
Major

Joel Maatman  
Major

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

Total Complaints: 9  
Traffic Stops: 8  
Citations: 3  
Property/ Business Checks: 16  
Community Policing Hours: 2.2  
Liquor inspections: 2

I do not have much to report for this month due to being on vacation between the 1<sup>st</sup> and 25<sup>th</sup>.

**Community Policing Highlights:**

No reportable activity other than routine business checks and liquor inspections to report.

**Investigative Highlights:**

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

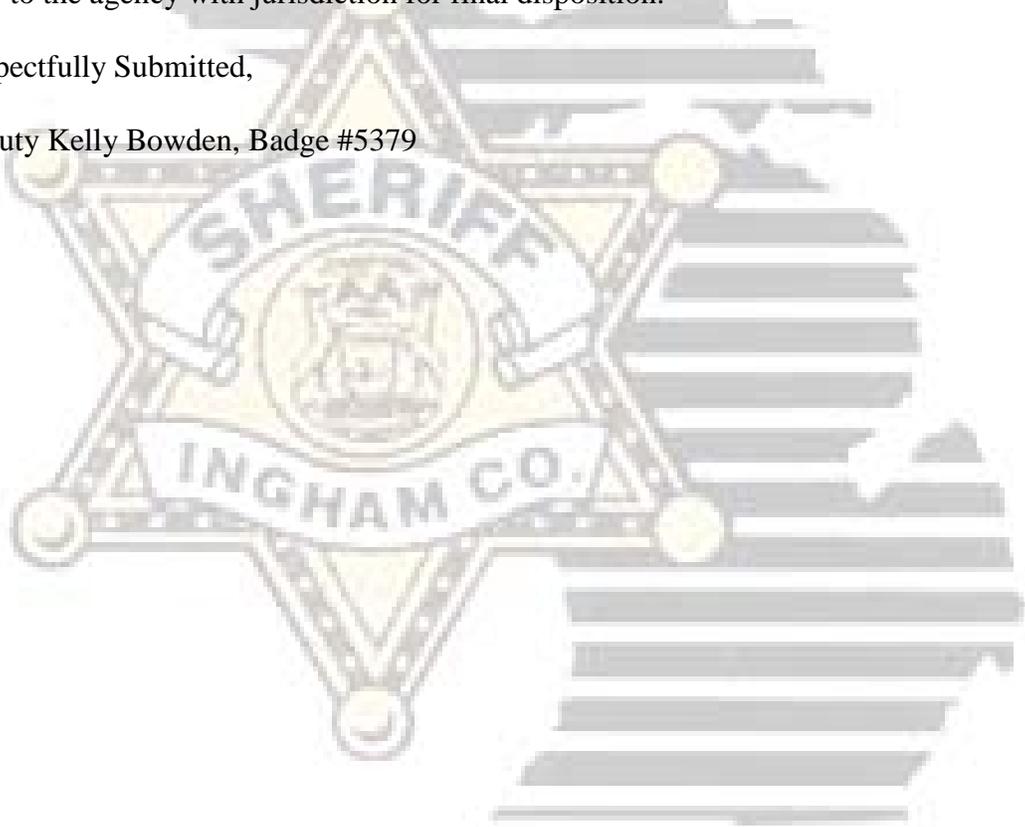
I responded to a local business after the owner reported finding a large volume of trash dumped in his parking lot and dumpster. After conducting a quick check of the contents

of the trash, I located several items that lead me to a suspect. The suspect was not home when I visited, but her son-in-law was and was in the process of cleaning out the house. The son-in-law denied being responsible for dumping the trash, but “volunteered” to clean up all of the illegally dumped items from the business when it was revealed his mother-in-law would face charges for illegal disposal of solid waste on private property. I followed up several days later and the property had indeed been cleaned up.

I was dispatched to a local convenience store after staff discovered a female customer was trying to cash in lottery tickets stolen from a nearby city outside of Delhi. The female customer had been allowed to leave prior to my arrival but her license plate had been noted by the store employees. I assisted the other agency with identifying the female and gathering intelligence and evidence for their investigation. The matter has been turned over to the agency with jurisdiction for final disposition.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379



*COUNTY of INGHAM*  
State of Michigan  
SHERIFF'S OFFICE



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**Sheriff**

**Allan C. Spyke**  
Undersheriff

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Chief Deputy

**Sam Davis**  
Major

**Joel Maatman**  
Major

**TO:** Lieutenant Eric Trojanowicz  
**FROM:** Deputy Mary Hull #5353  
**DATE:** Wednesday, December 04, 2013  
**RE:** November 2013 monthly report

**MONTHLY STATISTICS:**

Complaints:	16
Community Policing Hours:	43
School Contacts:	47
Property Checks:	6

**COMMUNITY POLICING HIGHLIGHTS:**

On November 5, Deputy Paul Richards and I assisted 55<sup>th</sup> District Court and Judge Allen with Court-To-School at Holt High School. Court-To-School is a yearly event and has been held in many schools in the Ingham Intermediate School District. A week before the tenth grade students were assigned to one of two sessions 55<sup>th</sup> as District Court Head Probation Officer met with students and gave them an overview of the court proceedings and how probationers report once sentenced. Prior to the event defendants and their lawyers agreed to participate in the program. Cases included retail fraud, operating while intoxicated, minor in possession of alcohol and drug possession. Not only did students have the opportunity to see and hear how an actual case proceeds in front of the judge, but they also had the opportunity to ask questions of the Judge, the Prosecutor and the defendant's lawyer.

Near the beginning of the month, I received information from the bus garage that two different bus drivers experienced the same reckless driver on Holt Road between Waverly and Grovenburg Roads. The drivers reported that the subject, unknown if male or female, was traveling faster than the posted speed, passing in undesignated areas and passing when unsafe to do so. Both drivers were able to identify the vehicles make and one driver was able to obtain the registration plate when the vehicle had to stop for a light. A few days later I and another deputy sat in the area. We were able to stop and identify the driver. I took that opportunity to talk with the driver about her driving habits and how her actions could not only hurt others but herself. The driver was not cited for any of the reckless complaints.

During the month I received information from the Jr. High that parents were using the front lot of the school to drop off and pick up their students, before and after school, causing a hazard for students walking to school. In addition, I was told that parents were leaving their cars parked in the designated fire lane and going into the school. On a number of occasions at the beginning and end of the school day I visited the Jr. High to help security with the problem. Those parents that chose to park in the fire lane were advised that they were not legally parked and if they refused to move their vehicle they would be cited. Parking, drop off and pickup has improved since the fire lane was repainted and signage was made visible.

**OTHER HIGHLIGHTS:**

During the month of November, I took 26 complaints, some of these complaints included; weapons, fraud, larceny, threats, damage to property, and check welfare.

In November I took two separate weapons complaints. The first incident occurred a week before it was reported; a student brought a folding knife with a 3 ½ blade to school to scare a fellow student. The suspect reported that she took the knife to school after the other student “threatened to end their dispute at school.” The student the suspect intended on scaring was unaware that the suspect had a knife. The report is being submitted to Ingham County Prosecutor’s Office for review. The second incident occurred near the beginning of the month. Two students told an adult that a fellow student told them that he had an airsoft gun and had it in his backpack. When a school administrator searched the students’ belongings the item was located, and was found to be safe; the gun was not charged with CO2 and there were no BB’s. The student advised that he was at his mom’s house the evening before and took the airsoft gun to his dad’s house to fix it. He advised that he put it in his backpack to hide it from his dad, and forgot that it was there until he was on the bus. This report was also submitted to Ingham County Prosecutor’s Office for review.

On November 26, I became aware of another Twitter account in Dr. Scott’s name and likeness, this account like the first account was not authorized. A search warrant has been submitted to Twitter requesting the account information. When the information is received the investigation will proceed. In addition, I am continuing my investigation

into the first Twitter account. I recently submitted a search warrant to the Internet service provider for the IP address identified in the Twitter account.

On November 14, I received a larceny complaint from a Holt resident. The victim reported that in January she signed a contract with a law firm in the Detroit area to consolidate her credit. After the contract was signed the victim reported that payments were taken from her bank account but never applied to the credit as agreed in her contract. Contact was made with the prosecutor's office reference the complaint and the circumstances surrounding the complaint. The prosecutor advised that the best course of action for the victim was to contact the Attorney Grievance Commission and lodge a complaint with them, who in turn would conduct an investigation.

On November 15, I received a call from the transportation department reference a call they received from a resident at Delhi Manor. The transportation supervisor reported that a female whom would not identify herself left a message that she was upset about the location of a drop off. The caller complained that the location blocks her driveway and if the bus continued to block her driveway she would take "matters into her own hands." Later that afternoon I made contact with the person believed to have made the call. The female advised that she was upset with the location of the drop off and believes that that bus takes too long and sometimes she needs to leave and cannot wait for the bus to move. The female admitted that she did threaten to "take matters into her own hands." I cautioned her that making threats over the telephone was a criminal matter and if she were to follow through with her threats she would be prosecuted. The supervisor at the bus garage advised that she would look at the stop to see if it could be moved to resolve the problem.

On November 18, I responded to Delhi Manor for a damage to property report. The caller reported that an unknown person slashed both tires on the driver side on his girlfriend's vehicle. The caller was not able to identify the suspect, but believed it could have been his ex-wife, because they are in a custody dispute over their children. However, the victim did not want an officer to contact his ex-wife for fear that it would cause more harm than good.

On November 7, I received a call from an administrator at Holt Jr. High reference a student that had a number of absences that were not excused and upon further investigation realized that the student's sibling was also absent from school. The administrator attempted to make contact with the parent but was not successful and asked that I go to the home to make contact with them. Upon arrival to the home and knocking for several minutes I received no answer at the door. A short time later I received a call from the Jr. High advising that they did have contacted a parent. The parent advised that the family moved and were in the process of enrolling their student in the school district in which they were currently living in.

On November 22 and 23, I assisted Deputy Evan Bennehoff with calling over twenty-five parents that had female student in the Holt School District. On November 20, Deputy Bennehoff received a complaint from a parent that his juvenile daughter was being

harassed on Facebook. Deputy Bennehoff found that a 20 year old male was using the instant message feature on Facebook to solicit sex from the juvenile. The juvenile victim provided Deputy Bennehoff with a list of names that were friends on Facebook with the suspect. Each parent was contacted and advised of the complaint and asked to check their daughter's instant messages for any sign that their daughter had been solicited by the same subject. Of the parents that I spoke with all reported that they regularly check their child's Facebook or their child reported to them if they felt uncomfortable about a message. It was later learned that the suspect is being investigated by another department for a similar complaint.

Respectfully submitted,

Mary Hull #5353



*COUNTY of INGHAM*

State of Michigan

SHERIFF'S OFFICE

---

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To: Lt. E. Trojanowicz

From: Dep. P. Richards

Date: 12/09/13

Subject: November Monthly

**STATISTICALS:**

Comm. Policing Hrs: (30.7)

Training Hours: (1.4)

Special Assgmt: (1.0)

Complaints taken: (08)

Blotters taken: (02)

Total calls taken: (10)

Traffic stops: (05)

Citations issued: (01)

Arrests: (01)MSD

Contacts (school): (02)

Contacts (business): (04)

## **COMMUNITY POLICING:**

During the month of June I was able patrol several subdivisions while on routine patrol with the police vehicle. I was able to witness many different traffic violations that occurred in my presence. I made several traffic stops and issued either a warning or issued a citation. I witnessed several infraction violations ( failing to stop at stop sign, impeding the flow of traffic, loud exhaust, loud music...). I continued to speak with area neighbors/residents of problem areas within their area and what were the best times to be in their area. Many residents are still delighted to see their subdivisions patrolled by police officer on a mountain bike.

I met with the new manager (Gabriel) of Tamarack Apartments in Holt on issues of mischievous activity in the parking lot and possible theft within the apartment building. The manager and myself spoke on possible solutions and action plans for the problems. We are planning future meetings to help guide the newer management with the transition into the community.

I met with the coordinator/manager of Windmill Trailer community; we discussed their upcoming Winter Christmas party event that is being planned for early December. We have also discussed future meetings (into the new year). We also discussed possible park intervention on civil matters within the park at certain address.

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

I attended a Head Start (early learning) fun/craft/informational event at the facility on Delhi Commerce Rd. I met with the director of the facility for planning arrangements. At the event I spoke to many children and their families on the importance of being safe at home, school, travelling, at a store, plus other times and places; I advised the children to know their home address and phone number. I advised the parents to teach their children how to use their parents phone in order to make any necessary phone calls for help; the parents and their children practiced proper use of their phones during this fun/learning event.

I was involved with providing security at the annual Court to School program put on by the 55<sup>th</sup> District Court in Mason. Judge Allen and his staff were positioned in the auditorium of Holt High School to officiate over several actual court room cases. Several high school classes were brought in for attendance during the time that the court was in session; they were able to see first hand the dynamics of court room procedures and testimony that is associated with each case. A great learning experience for all the students that were in attendance.

I attended the monthly planning/gathering Holt Business Alliance breakfast that was held at Charlar place; many persons (business owners/agents from local businesses) were in attendance. I spoke on matters of community policing within Delhi Township; future planned events were delivered to those in attendance.

I started planning for the annual Santa and his elves event that will take place this year on December 11<sup>th</sup> in the afternoon. We are planning on delivering Santa's cheerful message to over several

hundred children and seniors at eight (8) locations; each participant will receive a small gift from Santa during this fun day.

### **OTHER MATTERS**

I am currently investigating several fraud complaints that were sent to our office. One is where the victims credit card number was taken from an unknown location and a card was made with this number applied to it; the card was then used at a Meijers store in the Detroit area. I am currently working with Meijers Loss/prevention Department and local police department to locate the possible suspect in this matter. Possible prosecution is being sought on this matter.

Another fraud complaint I investigated where someone using the internet was able to order a laptop through Office Depot.com; I am currently working with their fraud department to obtain any additional computer identification information that is available. Possible prosecution is being sought.

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

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

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The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, December 17, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Members Absent: None

Others Present: John Elsinga, Township Manager  
Sandra Diorka, Director of Public Services  
Tracy Miller, Director of Community Development  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC** – None

**SET/ADJUST THE AGENDA**

Hope moved to add Late Agenda Item No. 17 – Reconsider the Trustees Compensation for the year 2014.

A Voice Poll was recorded as follows: Davis, Hope, Ketchum, Sweet, Warfield  
Nays: Hayhoe, Harmon

**MOTION CARRIED**

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of December 3, 2013
- B. Approval of Minutes – Regular Meeting of December 3, 2013
- C. Approval of Claims – December 10, 2013 (ATTACHMENT I)
- D. Approval of Payroll – December 5, 2013 (ATTACHMENT II)
- E. Recommendation for Reappointment to the Fire Code Board of Appeals – Gary Brydges (ATTACHMENT III)
- F. Recommendation for Reappointment to the Fire Code Board of Appeals – Michael Goodall (ATTACHMENT IV)

SUBJECT TO APPROVAL

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

---

SUBJECT TO APPROVAL

- G. Recommendation for Reappointment to the Fire Code Board of Appeals – Greg Smith (ATTACHMENT V)
- H. Recommendation for Reappointment to the Housing Advisory & Appeals Board – Gary Brydges (ATTACHMENT VI)
- I. Recommendation for Reappointment to the Housing Advisory & Appeals Board – Michael Goodall (ATTACHMENT VII)
- J. Recommendation for Reappointment to the Housing Advisory & Appeals Board – Greg Smith (ATTACHMENT VIII)
- K. Recommendation for Reappointment to the Building Board of Appeals – Gary Brydges (ATTACHMENT IX)
- L. Recommendation for Reappointment to the Building Board of Appeals – Michael Goodall (ATTACHMENT X)
- M. Recommendation for Reappointment to the Building Board of Appeals – Greg Smith (ATTACHMENT XI)
- N. Recommendation for Reappointment to the Planning Commission – Rita Craig (ATTACHMENT XII)
- O. Recommendation for Appointment to the Planning Commission – Jon Harmon (ATTACHMENT XIII)
- P. Recommendation for Appointment to the Zoning Board of Appeals – Megan Ketchum (ATTACHMENT XIV)

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

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**ZONING AND DEVELOPMENT**

**SPECIAL USE PERMIT #13-276 – PRESTWICK VILLAGE LDHA, LLC 2363 CEDAR STREET  
– TAX PARCEL #33-25-05-15-201-016 – PERMIT 11.9 UNITS PER ACRE**

---

The Board reviewed a memorandum dated December 11, 2013 from Tracy Miller, Director of Community Development (ATTACHMENT XV).

**Hayhoe moved to adopt Special Use Permit No. 13-276 for Prestwick Village LDHA LLC, 2363 Cedar Street, Holt, MI, Tax Parcel# 33-25-05-15-201-016, to permit up to 11.9 units per acre, as recommended by the Planning Commission at their December 9, 2013 meeting.**

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

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Tracy Miller, Director of Community Development, gave an overview of the development and the request for a special use permit.

Renee Sumerix, 2616 Frank Street, representing Richard and Marilyn Bashore, 2375 Main Street, thanked Ms. Miller for working with the residents regarding this special use permit.

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**RESOLUTION NO. 2013-030 – AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF CHARTER TOWNSHIP OF DELHI 2014 REFUNDING BONDS**

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The Board reviewed a memorandum dated December 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XVI).

**Sweet moved to adopt Resolution No. 2013-030 which would authorize and delegate the sale of the Charter Township of Delhi 2014 Refunding Bonds.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**PROPOSED DELHI TOWNSHIP ORDINANCE NO. 126 – PAYMENT IN LIEU OF TAXES (PILOT), PRESTWICK VILLAGE LDHA, LLC – 2363 CEDAR STREET, INTRODUCTION AND FIRST CONSIDERATION**

---

The Board reviewed a memorandum dated December 11, 2013 from Tracy Miller, Director of Community Development (ATTACHMENT XVII).

**Warfield moved upon introduction and first consideration, to adopt Ordinance No. 126 for the purpose of issuing a PILOT (Payment in Lieu of Taxes) for Prestwick Village LDHA, LLC for property located at 2363 Cedar Street (Proposed Township Ordinance No. 126).**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**ACCEPTANCE OF LAND GIFT FROM OLDCASTLE APG SOUTH, INC.**

---

The Board reviewed memorandums dated December 12, 2013 from Twp. Mgr. Elsinga (ATTACHMENT XVIII).

**Hope moved to approve the Real Property Donation Agreement between Delhi Charter Township and Oldcastle APG South, Inc. and the Quit Claim Deed for the real property donation of approximately 38.5 acres (Tax Parcel No. 33-25-05-11-452-001, 004 and 005) located at 4136 and 4184 Willoughby Road.**

SUBJECT TO APPROVAL

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

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Trustee Hayhoe questioned the liability to the Township in regard to the water located on this property. It was stated that the Township has liability insurance and the water located on this property is not easily accessible.

Trustee Harmon questioned the environmental issues associated with this property. Ms. Miller stated that the environmental issues that do exist on this property would not prevent future development.

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**TOWNSHIP BOARD RULES AND PROCEDURES**

---

The Board reviewed a memorandum dated December 11, 2013 from Evan Hope, Twp. Clerk (ATTACHMENT XIX).

**Warfield moved to approve the “Procedure for Addressing the Township Board of Trustees” and the “Procedures for Conduct for the Township Board of Trustees”.**

Clerk Hope stated that at the December 3, 2013 Committee of the Whole meeting, it was the consensus of the Board to add the following to the procedures of the Board: “A decision of the Chair to not recognize a board member who wishes to speak, to limit discussion or to rule a member out of order can be overturned by a majority vote of the Board”. Clerk Hope stated that he also added this item to the procedures for the public.

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**QUIT CLAIM DEED BETWEEN DELHI CHARTER TOWNSHIP AND THE GREEN #4  
CONSOLIDATED DRAIN DRAINAGE DISTRICT/INGHAM COUNTY DRAIN COMMISSIONER**

---

The Board reviewed a memorandum dated December 11, 2013 from Evan Hope, Twp. Clerk (ATTACHMENT XX).

**Hayhoe moved to approve the Quit Claim Deed between Delhi Charter Township and the Green #4 Consolidated Drain Drainage District, a public body corporate under the jurisdiction of the Ingham County Drain Commissioner, for the purpose of conveying a portion of Township owned property as described in Exhibit A for the purpose of constructing a detention basin for storm drainage retention.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

SUBJECT TO APPROVAL

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

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**RESOLUTION NO. 2013-029 – AMEND THE MINIMUM INCOME STANDARDS AND  
MAXIMUM ASSET STANDARDS POVERTY GUIDELINES FOR EXEMPTIONS FROM  
PROPERTY TAXES**

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The Board reviewed a memorandum dated December 10, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXI).

**Harmon moved to adopt Resolution No. 2013-029, which amends the Minimum  
Income Standards and Maximum Asset Standards Poverty Guidelines for  
exemptions from property taxes.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 3 TO RESOLUTION NO. 2012-013 – FY 2013 GENERAL FUND BUDGET**

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXII).

**Sweet moved to adopt Amendment No. 3 to Resolution No. 2012-013 for the Fiscal  
Year 2013 General Fund Budget.**

Treasurer Sweet stated that he was encouraged to see the increase in permit fees as it represents an increase in construction and development in the Township. Treasurer Sweet questioned the increase in the Infrastructure. Twp. Mgr. Elsinga stated that Sycamore Street, sidewalks and the Ram Trail attributed to the increase.

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 3 TO RESOLUTION NO. 2012-014 – FY 2013 SEWER FUND BUDGET**

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXIII).

**Ketchum moved to adopt Amendment No. 3 to Resolution No. 2012-014 for the  
Fiscal Year 2013 Sewer Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

SUBJECT TO APPROVAL

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

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**AMENDMENT NO. 1 TO RESOLUTION NO. 2012-015 – FY 2013 WATER IMPROVEMENT FUND BUDGET**

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXIV).

**Hayhoe moved to adopt Amendment No. 1 to Resolution No. 2012-015 for the Fiscal Year 2013 Water Improvement Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 2 TO RESOLUTION NO. 2012-016 – FY 2013 FIRE FUND BUDGET**

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXV).

**Harmon moved to adopt Amendment No. 2 to Resolution No. 2012-016 for the Fiscal Year 2013 Fire Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 3 TO RESOLUTION NO. 2012-017 – FY 2013 FIRE EQUIPMENT, TRAINING AND APPARATUS FUND BUDGET**

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXVI).

**Warfield moved to adopt Amendment No. 3 to Resolution No. 2012-017 for the Fiscal Year 2013 Fire Equipment, Training and Apparatus Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

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

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXVII).

**Hayhoe moved to adopt Amendment No. 2 to Resolution No. 2012-018 for the Fiscal Year 2013 Police Fund Budget.**

SUBJECT TO APPROVAL

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

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A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 2 TO RESOLUTION NO. 2012-019 – FY 2013 DOWNTOWN  
DEVELOPMENT AUTHORITY FUND BUDGET**

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXVIII).

**Sweet moved to adopt Amendment No. 2 to Resolution No. 2012-019 for the Fiscal  
Year 2013 Downtown Development Authority Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**AMENDMENT NO. 2 TO RESOLUTION NO. 2012-020 – FY 2013 BROWNFIELD  
REDEVELOPMENT AUTHORITY FUND BUDGET**

---

The Board reviewed a memorandum dated December 11, 2013 from Twp. Mgr. John Elsinga (ATTACHMENT XXIX).

**Warfield moved to adopt Amendment No. 2 to Resolution No. 2012-020 for the  
Fiscal Year 2013 Brownfield Redevelopment Authority Fund Budget.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**LATE AGENDA ITEM**

**RECONSIDER THE BOARD OF TRUSTEE COMPENSATION FOR THE YEAR 2014**

---

**Hoped move to reconsider the motion of the November 19, 2013 Board of Trustees  
meeting to approve a 2.6% increase in compensation for the Delhi Charter  
Township Trustees for an annual salary of \$10,634.58 effective January 1, 2014.**

Supervisor Davis stated that this item was brought back before the Board this evening due do the fact that he was not in attendance at the November 19, 2013 Board meeting at which time the item was defeated by a tie vote.

Trustee Harmon stated that he will not vote in favor of this increase because he feels that with the Township not funding the Health Savings Account (HSA) for its employees he doesn't believe that the Trustees should receive an increase in their compensation. Trustee Harmon further stated that \$110,000 was put into the fund balance in addition to saving \$35,000 on health care premiums which would fund the HSA.

SUBJECT TO APPROVAL

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

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Treasurer Sweet stated that he voted nay on all of the 2014 Board compensation increases with the exception of the Clerk, which is a full-time position similar to that of the full-time employees. Treasurer Sweet stated that he feels the Board's salary is enough to encourage good people to run for office. Treasurer Sweet further stated that in the 2014 Budget, the fund balance will be reduced by approximately \$750,000 and he does not want to have to explain to a taxpayer why the Township is reducing the fund balance and then increasing his salary. Trustee Harmon echoed Treasurer Sweet's comment regarding the Board's salary being sufficient.

Supervisor Davis stated that the Board members put a lot of time and work into their positions and feel that the increase shows the value and worth of the Board. Trustee Ketchum and Warfield concurred.

Mike Hamilton, 4526 Sycamore Street, Holt, commented that the Board should be given the same compensation increase as the employees.

A Roll Call Vote was recorded as follows:

Ayes: Hope, Ketchum, Warfield, Davis

Nays: Sweet, Harmon, Hayhoe

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

Supervisor Davis stated that he has begun working on the HaMmies talent show which benefits the H.O.L.T. Scholarship Program.

Supervisor Davis further stated that the first Delhi video is progressing and will highlight Township businesses. Other videos will follow promoting families and schools.

**TREASURER**

Treasurer Sweet stated that his office is continuing to collect winter property taxes.

**CLERK**

Clerk Hope stated that the Mid-Michigan Environmental Action Council will be presenting Sandra Diorka, Director of Public Services, with their Pillar Award for her work improving water quality. Clerk Hope encouraged the Board members to attend this event which will be held on January 23, 2014.

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga stated that the fire/EMS shared services initiative is moving forward in a very positive way and encouraged the Board to continue to support the transition towards automatic mutual aid with our neighboring fire departments.

SUBJECT TO APPROVAL

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

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**LIMITED PUBLIC COMMENTS** – None

**ADJOURNMENT**

Meeting adjourned at 8:25 p.m.

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

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

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

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

/af

SUBJECT TO APPROVAL

**ACCOUNTS PAYABLE APPROVAL**

December 10, 2013

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated December 10, 2013 numbered 86027 thru 86123 & ACH 2796 thru 2813. Every invoice has a payment authorizing signature(s).

Dated: December 10, 2013

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

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated December 10, 2013 show payments made from the following funds:

General Fund	\$	87,218.83
Fire Fund		6,914.04
Police Fund		1,090.00
Fire Equip. & Apparatus Fund		3,785.26
Downtown Development Fund		29,335.56
2010 Refunding Bond		500.00
Sewer Fund		68,450.52
Local Site Remediation Fund		2,772.00
Trust & Agency Fund		250.00
Current Tax Fund		323.02
Falk Cemetery Fund		187.00
Grand Total	\$	<u>200,826.23</u>

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

Current Tax Account	\$	323.02
Farmer's Market Account	\$	2,137.00

Dated: December 10, 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. (None)

Dated: December 10, 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 December 17, 2013 a motion was made by \_\_\_\_\_ and passed by \_\_\_ yes votes and \_\_\_ no votes (\_\_\_\_ absent) that the list of claims dated December 10, 2013, was reviewed, audited and approved

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

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
 EXP CHECK RUN DATES 12/10/2013 - 12/10/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BANK OF AMERICA	CREDIT SALES TAX/TRACTOR SUPPLY	(19.49)
BANK OF AMERICA	LSJ SUBSCRIPTION	336.03
ENCOMPASS/EAP	EAP/JAN THRU MARCH 2014	248.00
MMTA	2014 MMTA DUES	150.00
STATE OF MICHIGAN	PESTICIDE APP LIC LUCE/ BLANKENSHIP	150.00
	Total For Dept 000.00	864.54
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND CHECKS	237.27
BANK OF AMERICA	CONSULTANT MEETING	42.48
BANK OF AMERICA	MPELRA QUARTERLY PROGRAM	90.00
BANK OF AMERICA	BENCHMARKING SEMINAR	35.00
	Total For Dept 171.00 MANAGER	404.75
Dept 191.00 ACCOUNTING		
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES-NOVEMBER	617.50
	Total For Dept 191.00 ACCOUNTING	617.50
Dept 215.00 CLERK		
CAPITOL COMMUNICATION SYS	QTRLY MAINTENANCE AGREEMENT	68.00
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS	544.94
	Total For Dept 215.00 CLERK	612.94
Dept 228.00 INFORMATION TECHNOLOGY		
BANK OF AMERICA	HP PRINTER/ACCT/OFFICE MAX	99.99
BANK OF AMERICA	256 MB MEMORY/KINGSTON	24.30
DELHI CHARTER TOWNSHIP	PRINTER INK/HP8600 PRO & HP8100 PRO	51.88
DELHI CHARTER TOWNSHIP	DELL 2GB INSPIRON 9300 MEMORY	16.96
DELHI CHARTER TOWNSHIP	DELL LATITUDE E5530 AUTO CHARGER	19.99
APPLICATION SPECIALIST KO	ANTI SPAM & VIRUS/DECEMBER	270.00
ACD.NET, INC.	DECEMBER DSL	199.95
BANK OF AMERICA	HP LASERJET PRINTER/TREASURER	227.47
DELL MARKETING L.P.	DELL LATITUDE LAPTOP-E5530/CD	1,360.68
AD-INK & TONER SUPPLY	HP 8600 PRO PRINTER/TREASURER	192.99
	Total For Dept 228.00 INFORMATION TECHNOLOGY	2,464.21
Dept 253.00 TREASURERS		
ICS MARKETING SERVICES	2013 WINTER TAX BILLS	2,074.05
JCR BUSINESS EQUIPMENT	SERVICE & REPAIR/TYPEWRITER	131.00
	Total For Dept 253.00 TREASURERS	2,205.05

Dept 257.00 ASSESSING		
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	32.43
BANK OF AMERICA	APPRAISAL ADMINISTRATION MANUALS	101.00
THRUN LAW FIRM, P.C.	LEGAL FEES/NOVEMBER	6,196.50
VERTALKA & VERTALKA, INC.	APPRAISAL SERVICES	2,800.00
Total For Dept 257.00 ASSESSING		9,129.93

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	117.63
BOYNTON FIRE SAFETY SERV	22 FIRE EXT INSPECTION & MAINT	120.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
SIEMENS INDUSTRY, INC.	REPAIR HEAT PUMP #2/FAN	590.00
SIEMENS INDUSTRY, INC.	REPAIR HEAT PUMP #2/LEAK	1,044.40
METRONET LONG DISTANCE	LONG DISTANCE-NOVEMBER	46.65
TDS METROCOM	LOCAL SERVICE-NOVEMBER	1,066.36
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS-NOVEMBER	5,981.50
CONSUMERS ENERGY	GAS-2074 AURELIUS-NOVEMBER	1,666.43
BANK OF AMERICA	LOCKSET REPAIR/CSC	15.00
BANK OF AMERICA	SEALER, NAILS/CSC ROOF REPAIR	48.80
MC DONALD ROOFING	REPAIR 20' COUNTER FLASHING/CSC	621.65
Total For Dept 265.00 BUILDING & GROUNDS		12,130.92

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	109.03
BARNHART & SON, INC.	GRAVE OPENINGS/10-1 THRU 11-13-13	2,897.56
BOYNTON FIRE SAFETY SERV	5 FIRE EXT INSPECTION & MAINTENANCE	37.00
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY-NOV	31.33
Total For Dept 276.00 CEMETERY		3,074.92

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	114.76
Total For Dept 281.00 STORMWATER		114.76

Dept 446.00 INFRASTRUCTURE		
BOARD OF WATER & LIGHT	STREETLIGHTS-NOVEMBER	7,022.60
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730-NOVEMBER	21,003.49
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043-NOVEMBER	119.23
Total For Dept 446.00 INFRASTRUCTURE		28,145.32

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
BANK OF AMERICA	CLOTHING/D & M SILKSCREENING	210.00
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	55.29
THRUN LAW FIRM, P.C.	LEGAL FEES/NOVEMBER	1,790.42
METRONET LONG DISTANCE	LONG DISTANCE-NOVEMBER	5.41
VERIZON WIRELESS	CELLULAR/NOVEMBER	6.38
TDS METROCOM	LOCAL SERVICE-NOVEMBER	55.82
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS/NOVEMBER	1,479.02
BANK OF AMERICA	PARKING/BROWNFIELD CONFERENCE	6.00
BANK OF AMERICA	BROWNFIELD UPDATE/MILLER	50.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		3,658.34

Dept 752.00 PARKS ADMINISTRATION

METRONET LONG DISTANCE	LONG DISRANCE-NOVEMBER	1.18
VERIZON WIRELESS	CELLULAR/NOVEMBER	0.83
TDS METROCOM	LOCAL SERVICE-SR. CENTER	294.40
TDS METROCOM	LOCAL SERVICE-NOVEMBER	98.27
Total For Dept 752.00 PARKS ADMINISTRATION		<u>394.68</u>

Dept 771.00 PARKS

LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	323.96
ACE HARDWARE	AA BATTERIES	3.49
ACE HARDWARE	12" STEEL SQUEEGE	6.49
ACE HARDWARE	OIL	4.99
ACE HARDWARE	19 GAUGE STEEL WIRE	13.96
ACE HARDWARE	FLORAL & STEEL WIRE/ELECTRIC TAPE	12.97
AMERICAN RENTAL	PORTABLE TOILET/VALHALLA	70.00
AMERICAN RENTAL	PORTABLE TOILET/SKATEBOARD PARK	70.00
COUNTY OF INGHAM	PARK SECURITY/JUNE 2013	2,979.99
MODEL COVERALL SERVICE	UNIFORMS	39.64
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE-NOVEMBER 2013	93.75
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939-NOV	51.47
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200-NOV	224.21
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS #PARK-NOV	1,226.00
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR-NOVEMBER	1,006.57
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD-NOVEMBER	23.51
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE-NOVEMBER	46.08
CONSUMERS ENERGY	ELECTRIC 4080 KELLER-NOVEMBER	93.92
CONSUMERS ENERGY	GAS 2108 CEDAR-NOVEMBER	41.54
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939-NOVEMBER	126.33
BANK OF AMERICA	HARDWARE FOR PARKS PLOW	9.26
BANK OF AMERICA	PUMP OIL FOR PARKS PLOW/BANNASCH	27.00
BANK OF AMERICA	REFUND SALES TAX CHARGED	(0.52)
BOYNTON FIRE SAFETY SERV	4 FIRE EXT INSPECTIONS/PINE TREE RD	4.00
BOYNTON FIRE SAFETY SERV	3 FIRE EXT. INSPECTIONS	3.00
BOYNTON FIRE SAFETY SERV	BIANNUAL KITCHEN SUPPRESSION INSP	88.00
MENARDS LANSING SOUTH	DUCT TAPE, 50 GAL ROUGH TOTE	46.51
MENARDS LANSING SOUTH	CLEANING SOLUTION & BRUSHES	33.88
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SR. CENTER	260.00
MCKEARNEY ASPHALT	KIWANIS PARK TENNIS COURTS REPAIR	5,000.00
Total For Dept 771.00 PARKS		<u>11,930.00</u>

Dept 774.00 RECREATION

BANK OF AMERICA	SR. TRIP/OAKLAND UNIV MEADOWBROOK	30.00
BANK OF AMERICA	SR. TRIP/OAKLAND UNIV MEADOWBROOK	1,210.00
JEFF BRYAN	FLOOR HOCKEY OFFICIAL/8 GAMES	120.00
PAULA K. HARNEY	SR CENTER FITNESS CLASS INSTRUCT	75.00
LEVI PETERSEN	FLOOR HOCKEY OFFICIAL/ 3 GAMES	45.00
STEVEN E. ROGERS	FLOOR HOCKEY OFFICIAL/9 GAMES	135.00
ZACH VANLIEW	FLOOR HOCKEY OFFICIAL/3 GAMES	45.00
A C & E RENTALS, INC.	LIFT RENTAL	247.50
ACE HARDWARE	HOOKS FOR HOLIDAY DECORATIONS	15.30
ACE HARDWARE	ELECTRICAL TAPE/HOLIDAY DÉCOR	19.96
ACE HARDWARE	WIRE FOR TREE LIGHTS/CSC	32.45
BRONNER'S CHRISTMAS	SNOWFLAKE SILHOUETTE/PARK	1,398.00

BRONNER'S CHRISTMAS	SHIPPING/SNOWFLAKE SILHOUETTE	132.00
BRONNER'S CHRISTMAS	SHIPPING/LIGHTS-VETERANS MEMORIAL	25.00
BRONNER'S CHRISTMAS	SHIPPING/LIGHTS VETERANS MEMORIAL	23.00
LOWE'S CREDIT SERVICES	SHACKLES & ANCHORS/HOLIDAY	49.20
LOWE'S CREDIT SERVICES	HOLIDAY TREE ORNAMENTS	169.24
LOWE'S CREDIT SERVICES	OUTDOOR CORDS/HOLIDAY DISPLAY	99.60
	Total For Dept 774.00 RECREATION	<u>3,871.25</u>

Dept 850.00 OTHER FUNCTIONS

THRUN LAW FIRM, P.C.	LEGAL FEES/NOVEMBER	1,812.60
MEDICAL MANAGEMENT SYS	AMBULANCE BILLING FEES/NOVEMBER	2,335.19
BANK OF AMERICA	WEB HOSTING-GIS 11/10 THRU 12/9	1.00
BANK OF AMERICA	ON-LINE FORM SUBSCRIPTION	9.00
BANK OF AMERICA	VIOLENCE IN THE WORKPLACE TRAINING	41.72
BANK OF AMERICA	FINANCIAL PLANNING SEMINAR/KROGER	17.48
BANK OF AMERICA	ICMA MEETING	12.17
DELHI TOWNSHIP TREASURER	2013 TWP PROPERTY WINTER TAXES	3,370.56
	Total For Dept 850.00 OTHER FUNCTIONS	<u>7,599.72</u>

Total For Fund 101 GENERAL FUND 87,218.83

Fund 206 FIRE FUND

Dept 000.00

ENCOMPASS/EAP	EAP/JAN THRU MARCH 2014	294.50
	Total For Dept 000.00	<u>294.50</u>

Dept 336.00 FIRE DEPARTMENT

BARYAMES CLEANERS	UNIFORM CLEANING	181.25
PAPER IMAGE PRINTING	AMBULANCE FORMS	48.35
LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	1,271.29
FIRST DUE FIRE SUPPLY CO.	6 RAINCOATS	72.00
FIRST DUE FIRE SUPPLY CO.	HELMET SHIELD	54.89
NYE UNIFORM COMPANY	NAME BADGE	21.19
NYE UNIFORM COMPANY	CAPTAIN BADGE	102.93
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	18.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,251.18
LIFEGAS LLC	CYLINDER RENTAL/NOVEMBER	224.30
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	192.74
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	450.62
BANK OF AMERICA	IAFF MEETING	19.79
SHERRY KATZ-HEDRINGTON	IAFF LEGAL FEES/NOVEMBER	1,560.90
BIO-CARE, INC.	FIT TEST	25.00
BIO-CARE, INC.	FIT TEST	25.00
METRONET LONG DISTANCE	LONG DISTANCE-NOVEMBER	1.97
VERIZON WIRELESS	CELLULAR/NOVEMBER	165.86
TDS METROCOM	LOCAL SERVICE-NOVEMBER	40.50
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP-NOVEMBER	68.31
CONSUMERS ENERGY	GAS 6139 BISHOP-NOVEMBER	222.64
BANK OF AMERICA	METRO TRAINING MTG	14.26
BANK OF AMERICA	MEETING	15.91
BANK OF AMERICA	METRO CHIEFS MTG	13.85
BANK OF AMERICA	INGHAM CO. CHIEFS MTG	79.55
FITNESS THINGS, INC.	ROWER/EXERCISE EQUIPMENT	440.72

ACE HARDWARE	SUPPLIES/ENGINE 21	16.93
ACE HARDWARE	MISC HARDWARE	19.61
	Total For Dept 336.00 FIRE DEPARTMENT	<u>6,619.54</u>
	Total For Fund 206 FIRE FUND	<u><u>6,914.04</u></u>
Fund 207 POLICE FUND		
Dept 301.00 POLICE		
THRUN LAW FIRM, P.C.	LEGAL FEES/NOVEMBER	1,090.00
	Total For Dept 301.00 POLICE	<u>1,090.00</u>
	Total For Fund 207 POLICE FUND	<u><u>1,090.00</u></u>
Fund 211 FIRE EQUIP. & APPARATUS FUND		
Dept 339.00 EQUIPMENT & APPARATUS		
BANK OF AMERICA	UPS SHIPPING	27.83
BANK OF AMERICA	UPS SHIPPING	14.28
BANK OF AMERICA	UPS SHIPPING	8.54
FIRE SERVICE MANAGEMENT	TURNOUT GEAR/CLEAN & REPAIR	301.50
FIRE SERVICE MANAGEMENT	CLEAN & REPAIR TURNOUT GEAR	525.00
FIRST DUE FIRE SUPPLY CO.	WATERPROOF, SIDE ZIP BOOTS	117.00
BOYNTON FIRE SAFETY SERV	42 FIRE EXT INSPECTION & MAINTENANCE	226.00
BOYNTON FIRE SAFETY SERV	2 FIRE EXT INSPECTION & MAINTENANCE	26.00
BANK OF AMERICA	PHYSICAL EQUIP/LIFELINE INTL	129.00
BANK OF AMERICA	AA BATTERIES/SCBA ALARMS/BATTERIES PL	158.84
WEST SHORE FIRE INC	SCBA REPAIR	735.50
HALT FIRE, INC.	PUMP REPAIR UNIT #491	371.70
HALT FIRE, INC.	PUMP REPAIR UNIT #491	579.53
HALT FIRE, INC.	ENGINE REPAIR UNIT #999	385.00
HALT FIRE, INC.	REPAIR OIL LEAK/UNIT #037	179.54
	Total For Dept 339.00 EQUIPMENT & APPARATUS	<u>3,785.26</u>
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	<u><u>3,785.26</u></u>
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		
Dept 000.00		
BANK OF AMERICA	2014 MEMBERSHIP/NAT'L BROWNFIELD	225.00
ENCOMPASS/EAP	EAP/JAN THRU MARCH 2014	15.50
REBECCA BOWEN	VENDOR REIMBURSEMENT/NOVEMBER	36.00
WILBUR M. HOCHSTETLER	VENDOR REIMBURSEMENT/NOVEMBER	73.00
WILLOW BLOSSOM FARMS	VENDOR REIMBURSEMENT/NOVEMBER	88.00
JAN BAYER	VENDOR REIMBURSEMENT/NOVEMBER	50.00
ANN BOBEK	VENDOR REIMBURSEMENT/NOVEMBER	9.00
DENISE A. BRZOWSKI	VENDOR REIMBURSEMENT/NOVEMBER	59.00
CORINNE P. CARPENTER	VENDOR REIMBURSEMENT/NOVEMBER	5.00
KEVIN E. COSGROVE	VENDOR REIMBURSEMENT/NOVEMBER	96.00
ANNIKA DALTON	VENDOR REIMBURSEMENT/NOVEMBER	64.00
PAULA L. DEJONGH	VENDOR REIMBURSEMENT/NOVEMBER	84.00
TAMARA FORD	VENDOR REIMBURSEMENT/NOVEMBER	55.00
GREATER LANSING FOOD	VENDOR REIMBURSEMENT/NOVEMBER	5.00
DENNIS C. GREENMAN	VENDOR REIMBURSEMENT/NOVEMBER	59.00
DAVID HOLDWICK	VENDOR REIMBURSEMENT/NOVEMBER	40.00
INCU-BAKE LLC	VENDOR REIMBURSEMENT/NOVEMBER	54.00

KAY JOHNSON	VENDOR REIMBURSEMENT/NOVEMBER	20.00
GWENDOLYN V. KATO	VENDOR REIMBURSEMENT/NOVEMBER	148.00
FRED LONG	VENDOR REIMBURSEMENT/NOVEMBER	83.00
CYNTHIA MENDOZA	VENDOR REIMBURSEMENT/NOVEMBER	19.00
NANA'S SWEET TREATS, LLC	VENDOR REIMBURSEMENT/NOVEMBER	119.00
CAROLYN K. NEVINS	VENDOR REIMBURSEMENT/NOVEMBER	33.00
TRAVIS NIGHTENGALE	VENDOR REIMBURSEMENT/NOVEMBER	3.00
TERESA NORTON	VENDOR REIMBURSEMENT/NOVEMBER	43.00
KAREN OLMSTED	VENDOR REIMBURSEMENT/NOVEMBER	23.00
JONATHAN S. ORR	VENDOR REIMBURSEMENT/NOVEMBER	51.00
CARRIE PEARSON	VENDOR REIMBURSEMENT	7.00
LUANNE PEEPER	VENDOR REIMBURSEMENT/NOVEMBER	40.00
ANNA PRYOR	VENDOR REIMBURSEMENT/NOVEMBER	20.00
RUSSELL ROWE	VENDOR REIMBURSEMENT/NOVEMBER	281.00
SANDRA SIEMON	VENDOR REIMBURSEMENT/NOVEMBER	197.00
SHELLEY SLEE	VENDOR REIMBURSEMENT/NOVEMBER	65.00
MAI KOU VANG	VENDOR REIMBURSEMENT/NOVEMBER	74.00
	Total For Dept 000.00	<u>2,243.50</u>

Dept 728.00 DDA ADMINISTRATION

BANK OF AMERICA	DUES AND SUBSCRIPTIONS/WSJ	275.88
BANK OF AMERICA	LED SIGN-HOLT & AURELIUS	50.40
C. HOWARD HAAS	NOVEMBER CELL PHONE REIMBURSE	75.00
METRONET LONG DISTANCE	LONG DISTANCE-NOVEMBER	0.92
TDS METROCOM	LOCAL SERVICE-NOVEMBER	124.95
BOYNTON FIRE SAFETY SERV	2 FIRE EXT INSPECTIONS/FARMERS	2.00
BOYNTON FIRE SAFETY SERV	6 FIRE EXT INSPECTIONS/DDA/SHERIFF	6.00
SIEMENS INDUSTRY, INC.	REPLACE OUTDOOR AIR SENSOR	1,111.24
BANK OF AMERICA	PLATES & NAPKINS	18.13
BANK OF AMERICA	FLOWERS	19.95
BANK OF AMERICA	DESSERTS	27.76
BANK OF AMERICA	BROWNFIELD CONFERENCE	75.00
	Total For Dept 728.00 DDA ADMINISTRATION	<u>1,787.23</u>

Dept 729.00 DDA MARKETING & PROMOTION

BLOHM CREATIVE PARTNERS	EXPO INSERT/LSJ	1,290.25
BLOHM CREATIVE PARTNERS	EXPO MEDIA BUY	2,702.00
BANK OF AMERICA	FARMERS MARKET-BATTERY	36.10
ACD.NET, INC.	WIFI-DECEMBER	69.95
ACE HARDWARE	BUNGEE CORDS/CLAMPS/BULBS	65.93
ACE HARDWARE	SALT/MOPHEADS/CLEANER-FARM MRKT	37.75
WILBUR M. HOCHSTETLER	DOUBLE UP BUCKS/NOVEMBER	4.00
GREATER LANSING FOOD	DOUBLE UP BUCKS/NOVEMBER	6.00
DENNIS C. GREENMAN	DOUBLE UP BUCKS/NOVEMBER	66.00
GWENDOLYN V. KATO	DOUBLE UP BUCKS/NOVEMBER	8.00
TRAVIS NIGHTENGALE	DOUBLE UP BUCKS/NOVEMBER	2.00
RUSSELL ROWE	DOUBLE UP BUCKS/NOVEMBER	48.00
	Total For Dept 729.00 DDA MARKETING & PROMOTION	<u>4,335.98</u>

Dept 730.00 COMM REHABILITATION REBATE PGM

HOLDEN ELECTRIC, INC.	CRRP DISBURSEMENT/LANDSCAPING	3,482.50
	Total For Dept 730.00 COMM REHABILITATION REBATE PGM	<u>3,482.50</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

BANK OF AMERICA	BOLTS/HOLIDAY DECORATIONS/FASTEN	3.34
BANK OF AMERICA	GARLAND/STREETLIGHTS/TARGET	52.50
ACE HARDWARE	EXT. CORDS/HOLIDAY DECORATIONS	17.98
ACE HARDWARE	CABLE TIES/HOLIDAY LIGHTS/FRMRS MRK	7.89
BRONNER'S CHRISTMAS	SNOWFLAKE SILHOUETTE/PARK	2,330.00
BRONNER'S CHRISTMAS	LIGHTS-VETERANS MEMORIAL GARDEN	648.00
BRONNER'S CHRISTMAS	LIGHTS-VETERANS MEMORIAL GARDEN	646.00
BRONNER'S CHRISTMAS	LIGHTS-VETERANS MEMORIAL GARDEN	504.00
BRONNER'S CHRISTMAS	LIGHTS-VETERANS MEMORIAL GARDEN	550.50
COTTAGE GARDENS	WHITE PINE ROPING	400.02
DARB'S CRYSTAL BAR	HOLIDAY LIGHTS FOR HOLT/CEDAR	593.48
LOWE'S CREDIT SERVICES	CABLES & WIRE FOR HOLIDAY DISPLAY	16.07
LOWE'S CREDIT SERVICES	CABLE TIES FOR HOLIDAY DISPLAY	94.06
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		<u>5,863.84</u>

Dept 850.00 OTHER FUNCTIONS

LANSING ICE & FUEL CO	GASOLINE--11/16 THRU 11/30/13	114.76
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	355.00
CONSUMERS ENERGY	ELECTRIC-3970 HOLT-NOVEMBER	155.73
CONSUMERS ENERGY	ELECTRIC-4115 HOLT-NOVEMBER	361.00
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR-NOVEMBER	425.89
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS-NOVEMBER	202.41
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A-NOVEMBER	1,147.51
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B-NOVEMBER	138.03
CONSUMERS ENERGY	ELECTRIC-2004 AURELIUS-NOVEMBER	64.68
CONSUMERS ENERGY	GAS-2045 CEDAR-NOVEMBER	250.25
CONSUMERS ENERGY	GAS-2150 CEDAR-NOVEMBER	323.80
DELHI TOWNSHIP TREASURER	WINTER TAX, SAD, DRAIN BILLS/23 PARC	5,470.95
Total For Dept 850.00 OTHER FUNCTIONS		<u>9,010.01</u>

Dept 903.00 CAPITAL OUTLAY-DDA

CBRE/MARTIN	PURCHASE DEPOSIT FOR 2052 CEDAR	2,500.00
Total For Dept 903.00 CAPITAL OUTLAY-DDA		<u>2,500.00</u>

Dept 905.00 DEBT SERVICE

US BANK	AGENT FEES 4589_5	112.50
Total For Dept 905.00 DEBT SERVICE		<u>112.50</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		<u><u>29,335.56</u></u>
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Fund 393 2010 REFUNDING BOND DEBT RETIREMENT

Dept 905.00 DEBT SERVICE

US BANK	AGENT FEES 802503100	500.00
	Total For Dept 905.00 DEBT SERVICE	500.00

Total For Fund 393 2010 REFUNDING BOND DEBT RETIREMENT 500.00

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

DELHI CHARTER TOWNSHIP	Sewer Usage	804.01
RUPP, ALLISON	Basic Service Charge	154.86
ENCOMPASS/EAP	EAP/JAN THRU MARCH 2014	162.75
HASSELBRING-CLARK	2014 ANNUAL DIG SYSTEM CONTRACT	691.00
FACILITYDUDE.COM	MTC EDGE & UTILITY TRAC CONTRACT	3,392.00
MISS DIG SYSTEM, INC.	2014 ANNUAL MEMBERSHIP	808.48
STATE OF MICHIGAN	2014 NPDES ANNUAL PERMIT FEE	5,500.00
	Total For Dept 000.00	11,513.10

Dept 548.00 ADMINISTRATION & OVERHEAD

THRUN LAW FIRM, P.C.	LEGAL FEES/NOVEMBER	543.90
ICS MARKETING SERVICES	NOVEMBER SEWER BILLS	592.55
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	1,136.45

Dept 558.00 DEPT OF PUBLIC SERVICE

LANSING ICE & FUEL CO	GASOLINE-11/16 THRU 11/30/13	2,412.94
AVERY OIL & PROPANE	DIESEL FUEL	678.52
AVERY OIL & PROPANE	DIESEL FUEL	4,685.47
BANK OF AMERICA	FLEECE JACKETS/DPS/LANSEND	603.89
MODEL COVERALL SERVICE	STAFF UNIFORMS DPS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS POTW	77.74
BANK OF AMERICA	SHEEP SUPPLIES/TANK HEATERS/FEED	71.96
BANK OF AMERICA	GREASE PIT SAMPLER (IPP VAN)	329.95
HASSELBRING-CLARK	OTHER OPERATING EXPENSES	102.49
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,744.40
ALEXANDER CHEMICAL CORP	DRUM DEPOSIT REFUND/5	(225.00)
BANK OF AMERICA	SAFETY JACKETS & VESTS/SAFETY	1,210.76
BANK OF AMERICA	SAFETY JACKETS/AMAZON	247.00
ARGUS SUPPLY COMPANY	REPLACE 2 MULTIPRO GAS SENSORS	342.50
ARGUS SUPPLY COMPANY	SHIPPING/GAS SENSORS	19.92
ARGUS-HAZCO	CALIBRATION GAS	250.00
ARGUS-HAZCO	SHIPPING	44.80
UNITED PARCEL SERVICE	SHIPPING CHARGES	32.20
METRONET LONG DISTANCE	LONG DISTANCE-NOVEMBER	7.99
VERIZON WIRELESS	CELLULAR/NOVEMBER	15.03
TDS METROCOM	LOCAL SERVICE-NOVEMBER	378.65
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723-NOV	48.10
CONSUMERS ENERGY	ELECTRIC-5999 HOLT-NOVEMBER	114.82
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE-NOVEMBER	141.95
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY-NOVEMBER	497.18
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY-NOVEMBER	234.29
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS-NOVEMBER	2,342.39

CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS-NOVEMBER	147.78
CONSUMERS ENERGY	ELECTRIC-4280 DELL-NOVEMBER	542.70
CONSUMERS ENERGY	ELECTRIC-4828 HOLT-NOVEMBER	146.48
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509-NOV	18,378.98
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B-NOV	138.93
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE-NOVEMBER	398.43
CONSUMERS ENERGY	ELECTRIC-3505 HOLT-NOVEMBER	129.44
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT-NOVEMBER	408.70
CONSUMERS ENERGY	GAS-2481 DELHI COMM-NOVEMBER	31.12
CONSUMERS ENERGY	GAS-3505 HOLT-NOVEMBER	21.38
CONSUMERS ENERGY	GAS-5961 MC CUE #2-NOVEMBER	22.09
CONSUMERS ENERGY	GAS-5961 MC CUE #3-NOVEMBER	85.33
CONSUMERS ENERGY	GAS-5961 MC CUE #2319-NOVEMBER	1,765.38
CONSUMERS ENERGY	GAS-4280 DELL-NOVEMBER	38.06
CONSUMERS ENERGY	GAS-1490 AURELIUS-NOVEMBER	180.55
CONSUMERS ENERGY	GAS-1492 AURELIUS-NOVEMBER	328.59
CONSUMERS ENERGY	GAS-1988 WAVERLY-NOVEMBER	22.75
CONSUMERS ENERGY	GAS 5961 MC CUE #4-NOVEMBER	945.55
CONSUMERS ENERGY	GAS 1494 AURELIUS-NOVEMBER	95.75
BANK OF AMERICA	NEW TIRE/SCAG/TASMANIAN TIRE	80.00
BANK OF AMERICA	FUEL HOSE DIESEL TANK UNIT #6	103.44
ACE HARDWARE	4 GAS CANS FOR SNOWBLOWERS	73.95
ACE HARDWARE	12 SINGLE CUT KEYS/ELECTRICAL PANEL BC	20.28
WESCO DISTRIBUTION, INC	BUSS FUSES/GATES/LSO	80.00
BANK OF AMERICA	CUES CAMERA CABLE	296.91
BANK OF AMERICA	FLOW SWITCH-GAS COMPRESSOR	341.55
BANK OF AMERICA	HEATERS FOR BISULFITE SHED	79.96
BOYNTON FIRE SAFETY SERV	43 FIRE EXT. INSPECTION & MAINT	330.00
BOYNTON FIRE SAFETY SERV	FIRE EXT INSPECTION & MAINTENANCE	102.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	195.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	195.00
SIEMENS INDUSTRY, INC.	REPLACE CHILLER GLYCOL/DIGESTER	1,621.38
SIEMENS INDUSTRY, INC.	REPLACE PILOT ASSEMBLY/BOILER	621.78
HASSELBRING-CLARK	DIG SYSTEM EXCESS RATE	327.41
M TECH COMPANY	REPAIR BEARING IN NIGHT OWL CAMERA	117.28
STATE OF MICHIGAN	BOILER INSPECTION/POTW	110.00
WOLVERINE POWER SYSTEMS	SERV GENERATOR/BATTERY CHRG FAIL	903.10
WOLVERINE POWER SYSTEMS	SERV GENERATOR/BATTERY/ST. LAWR	430.15
BANK OF AMERICA	SAW GRANT MEETING	34.81
ACE HARDWARE	APPLIANCE CORDS/GILL/SILVER BELLS	53.96
BANK OF AMERICA	CONFERENCE/MSU/BRYANT	50.00
DELHI TOWNSHIP TREASURER	2013 TWP PROPERTY WINTER TAXES	327.45
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	55,800.97
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	68,450.52
Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND		
Dept 735.00 LOCAL SITE REMEDIATION		
FOSTER, SWIFT, COLLINS	ENVIRONMENTAL LEGAL NOV 2013	2,772.00
	Total For Dept 735.00 LOCAL SITE REMEDIATION	2,772.00
	Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	2,772.00

Fund 701 TRUST & AGENCY FUND

Dept 000.00

DJ & CO.

REFUND CASH BOND

250.00

Total For Dept 000.00

250.00

Total For Fund 701 TRUST & AGENCY FUND

250.00

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

BELL TITLE AGENCY

REFUNDS DUE TAXPAYERS

323.02

Total For Dept 000.00

323.02

Total For Fund 703 CURRENT TAX ACCOUNT

323.02

Fund 765 FALK CEMETERY TRUST

Dept 000.00

BANK OF AMERICA

WINTER GREENS FOR FALK TRUST

187.00

Total For Dept 000.00

187.00

Total For Fund 765 FALK CEMETERY TRUST

187.00

Total For All Funds:

200,826.23

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated December 5, 2013**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 106381 through 106411 & direct deposits numbers: DD16983 through DD17071. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

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

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

Dated: December 5, 2013

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

**II. Payroll Report**

The December 5, 2013 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$68,744.61	\$19,783.75	\$48,960.86
Fire Dept. Fund	47,139.43	14,139.07	\$33,000.36
DDA	6,543.00	1,735.59	\$4,807.41
Sewer Fund/Receiving	38,416.69	11,406.33	\$27,010.36
<b>Total Payroll</b>	<b>\$160,843.73</b>	<b>\$47,064.74</b>	<b>\$113,778.99</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,966.37	\$5,512.50	\$30,262.62
Fire Dept. Fund	3,557.99	3,081.48	20,778.54
DDA	277.96	253.99	2,267.54
Sewer Fund/Receiving	2,777.14	3,137.47	17,320.94
<b>Total Payroll</b>	<b>\$11,579.46</b>	<b>\$11,985.44</b>	<b>\$70,629.64</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on December 5, 2013 and identified as follows:

**12/05 Net Pay Disbursement in Common Savings (\$113,778.99)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on December 17, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated December 5, 2013 was reviewed, audited, and approved.

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

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

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Fire Code Board of Appeals member Gary Brydges expires February 7, 2014. Mr. Brydges has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Gary Brydges to the Fire Code Board of Appeals for a three-year term effective February 7, 2014; expiring February 7, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Fire Code Board of Appeals member Michael Goodall expires February 7, 2014. Mr. Goodall has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Michael Goodall to the Fire Code Board of Appeals for a three-year term effective February 7, 2014; expiring February 7, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Fire Code Board of Appeals member Greg Smith expires February 7, 2014. Mr. Smith has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Greg Smith to the Fire Code Board of Appeals for a three-year term effective February 7, 2014; expiring February 7, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Housing Advisory and Appeals Board member Gary Brydges expires January 1, 2014. Mr. Brydges has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Gary Brydges to the Housing Advisory and Appeals Board for a three-year term effective January 1, 2014; expiring January 1, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Housing Advisory and Appeals Board member Michael Goodall expires January 1, 2014. Mr. Goodall has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Michael Goodall to the Housing Advisory and Appeals Board for a three-year term effective January 1, 2014; expiring January 1, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Housing Advisory and Appeals Board member Greg Smith expires January 1, 2014. Mr. Smith has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Greg Smith to the Housing Advisory and Appeals Board for a three-year term effective January 1, 2014; expiring January 1, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Building Board of Appeals member Gary Brydges expires January 1, 2014. Mr. Brydges has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Gary Brydges to the Building Board of Appeals for a three-year term effective January 1, 2014; expiring January 1, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Building Board of Appeals member Michael Goodall expires January 1, 2014. Mr. Goodall has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Michael Goodall to the Building Board of Appeals for a three-year term effective January 1, 2014; expiring January 1, 2017.**

DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

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

---

The appointment term of Building Board of Appeals member Greg Smith expires January 1, 2014. Mr. Smith has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Greg Smith to the Building Board of Appeals for a three-year term effective January 1, 2014; expiring January 1, 2017.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members  
**FROM:** C.J. Davis, Township Supervisor  
**DATE:** December 9, 2013  
**RE:** Recommendation for Reappointment to the Planning Commission

---

The appointment term of Planning Commission member Rita Craig expires January 7, 2014. She has agreed to be reappointed for an additional three-year term. I therefore recommend the following motion:

**Recommended Motion:**

**To reappoint Rita Craig to the Delhi Township Planning Commission for a three year term, effective January 7, 2014 and expiring January 7, 2017.**

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 6, 2013

**RE:** Recommendation for Reappointment to the Planning Commission

---

The appointment term of Delhi Township Trustee John Hayhoe to the Planning Commission expires on January 1, 2014. Trustee Harmon would like to serve as the Township Board's liaison on the Planning Commission for the year 2014. Therefore, I recommend the following motion:

**RECOMMENDED MOTION:**

**To appoint Delhi Township Trustee Jon Harmon to the Delhi Township Planning Commission for a one-year term, effective January 1, 2014 and expiring January 1, 2015.**

## DELHI CHARTER TOWNSHIP

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

**RE:** Recommendation for Appointment to the Zoning Board of Appeals

---

The appointment term of Delhi Township Trustee DiAnne Warfield to the Zoning Board of Appeals expires on January 1, 2014. Trustee Megan Ketchum has volunteered to serve on the Zoning Board of Appeals and I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To appoint Delhi Township Trustee Megan Ketchum to the Delhi Township Zoning Board of Appeals for a one-year term, effective January 1, 2014, and expiring January 1, 2015.**



**Delhi Charter Township  
Department of Community Development**

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## **MEMORANDUM**

TO: John B. Elsinga, Township Manager

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

DATE: December 11, 2013

RE: SUP #13-276 – Prestwick Village (33-25-05-15-201-016)  
2363 Cedar Street

At their meeting on December 9<sup>th</sup>, the Planning Commission (PC) voted unanimously to recommend approval of the attached Special Use Permit (SUP) for Prestwick Village apartments. The requested SUP is pursuant to Section 5.7.4(1) of the Zoning Ordinance (ZO) and would permit up to 11.9 units per acre within the proposed development. The applicant proposes to construct 91 apartment units on the site of the former Holt Manor Mobile Home park. The SUP is required because the overall density of the proposed apartments will exceed the 6 units per acre that is permitted by right within the RM: Multi-Family Residential zoning district.

The applicant is Prestwick Village LDHA LLC, represented by Mr. Tim Hovey. Mr. Hovey is from DeWitt. He has previously developed and currently owns several multi-family residential developments throughout the state, but locally including Kingston Place in Eaton Rapids and Water View Place in DeWitt. Information about the developer is attached.

This request was the subject of significant consideration and deliberation by the PC. A public hearing was held. A copy of the draft meeting minutes area attached for your review. None of those in attendance voiced opposed to the SUP and one individual specifically voiced support for the proposed conditions included in the SUP. After the public hearing, the PC voted unanimously to recommend approval of the SUP to the Township Board, with a total of 10 conditions. You'll notice that the 9<sup>th</sup> condition refers to the required traffic impact analysis that is to be submitted by December 16<sup>th</sup>, prior to the Township Board meeting. Obviously, this study was not complete as of the date of this memo. However, when it is received, I will review the report and be prepared to provide confirmation (or lack thereof) at the Board meeting. If we do not receive the study, or the findings are not in keeping with the proposed SUP condition, action on the SUP by the Board will need to be delayed.

I have also attached the staff report. It includes detailed information regarding this request and the various considerations and issues addressed by the PC. I encourage you and the Board to review this document, as it provides the details needed to fully understand the current request. However, as always, if you have any additional questions or need more information, please do

not hesitate to ask. If not, please forward this information, along with your concurrence, to the Township Board for their consideration and action at the upcoming December 17<sup>th</sup> meeting. Thank you in advance for your time and attention to this matter.

**Recommended Motion to APPROVE:**

**To adopt Special Use Permit No. 13-276 for Prestwick Village LDHA LLC, 2363 Cedar Street, Holt, MI, Tax Parcel# 33-25-05-15-201-016, to permit up to 11.9 units per acre, as recommended by the Planning Commission at their December 9, 2013 meeting.**

**-OR-**

**Recommended Motion to DENY:**

**To deny Special Use Permit No. 13-276 for Prestwick Village LDHA LLC, 2363 Cedar Street, Holt, MI, Tax Parcel# 33-25-05-15-201-016.**

**DELHI CHARTER TOWNSHIP  
INGHAM COUNTY, MICHIGAN**

**SPECIAL USE PERMIT NO. 13-276**

**APPLICANT:** Prestwick Village LDHA LLC

**SPECIAL USE PERMIT ADDRESS:** 2363 Cedar Street  
33-25-05-15-201-016

**DATE ADOPTED:** DECEMBER 17, 2013

**PURPOSE:** Pursuant to Zoning Ordinance Section 5.7.4(1) this Special Use Permit a maximum of 11.9 units per acre in a Multi-Family Development within the RM: Multi-family Residential Zoning District

**CONDITIONS:**

1. Existing trees on the western 50' of property, measured from Main Street, and along the northern property line be preserved, except that along the northern property line drainage improvements and/or a driveway may require the removal of a limited area of the trees in the immediate area of the improvements.
2. A minimum of 50% of the building façades be brick, stone or other masonry.
3. There will be no access from Main Street directly into the proposed development from the west of the property.
4. The property owner shall provide a legal easement to the property owners on Krental Avenue who currently have access to their properties by the "emergency fire/police" egress drive area.
5. The following items shall also be included in any future site plan for this project:
  - a. A schematic drawing of all proposed fencing.
  - b. That any playground areas and all other recreational and open space are shown and the use and amenities to be provided within those areas specified.
6. A privacy fence is required along the west end of the property. The fence shall include a self closing pedestrian gate. The fence shall be installed during the initial phase of development.
7. A minimum of 35% open space shall be provided pursuant to Section 5.7.8(7) of the Zoning Ordinance.

8. **The development shall comply with, at a minimum, the required amount of recreation and community space required by Section 5.7.8(8) of the Zoning Ordinance.**
9. **The required traffic impact analysis (TIA) update must be received by the Community Development Director prior to any final action by the Township Board on this SUP. The Director of Community Development will only forward this recommendation for approval to the Township Board for their consideration if the TIA update finds that there will be no negative impact to the level of service at the Cedar Street/Driveway/Delhi Commerce Drive intersection expected as a result of the proposed Prestwick Village development. If the TIA update does not report these expected results, the Director of Community Development will not forward this recommendation to the Township Board and this recommendation will become void. In this case, the SUP request will go back to the PC for further consideration and a new recommendation will be made either to approve/approve with conditions or deny the SUP.**
10. **With regards to the west end of the property, the following will occur:**
  - a. **If possible, the recreation space in this area should be eliminated and the required recreation space should be achieved elsewhere on the property where it would be more easily monitored by residents.**
  - b. **If feasible, a building should be moved further west, preferably in a north/south orientation, so that the west end of the property can be better observed by residents and management.**
  - c. **If building relocation and/or recreation space relocation is not possible due to engineering site constraints, other safescaping methods which will ensure that the west end/wooded area does not become an attractive nuisance must be proposed during site plan review and implemented.**

**BASIS OF DETERMINATION:** Pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, Section 125.3504 (4), conditions imposed by this Special Use Permit are:

(1) Reasonable conditions may be required with the approval of a special land use, planned unit development, or other land uses or activities permitted by discretionary decision. The conditions may include conditions necessary to insure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Conditions imposed meet all of the following requirements:

- (a) Are designed to protect natural resources, the health, safety, and welfare, as well as the social and economic well-being, of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole, and

(b) Are related to the valid exercise of the police power and purposes which are affected by the proposed use or activity, and

(c) Are necessary to meet the intent and purpose of the zoning requirements, are related to the standards established in the Zoning Ordinance for the land use or activity under consideration, and are necessary to insure compliance with those standards, and

(2) The conditions imposed with respect to the approval of a land use or activity is recorded in the record of the approval action and remain unchanged except upon the mutual consent of the approving authority and the landowner.

The foregoing Special Use Permit declared adopted on date written above.

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Evan Hope, Township Clerk

**STATE OF MICHIGAN)**

)ss

**COUNTY OF INGHAM)**

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

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

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Evan Hope, Township Clerk

*In most cases, Special Use Permits shall be assignable from one party to another, provided, however, that the site, location, and any other restrictions placed on the original Special Use Permit do not change. Assignability of said permit shall be subject to the following requirements and conditions:*

- 1. Prior to reassignment of the Special Use Permit to any owner, lessee occupant, or operator, the current permit holder shall notify the Delhi Township Zoning Administrator of his/her intention to assign the permit to a third party.*
- 2. The assignee of the permit shall complete the appropriate application for continued use of the permitted operation.*
- 3. The assignee of the permit shall meet with the Zoning Administrator in an effort to become familiar with all existing requirements of the Special Use Permit. Unless provided elsewhere in Zoning Ordinance No. 39, the new assignee must comply with all Special Use Permit requirements of the current permit holder.*

*Approved uses, except seasonal uses, which cease for a period of 180 days are hereby considered abandoned and any such abandonment shall render the Special Use Permit null and void. Seasonal uses which cease for a period of one (1) year must meet the requirements of Zoning Ordinance No. 39 and will require a new Special Use Permit as required in Section 8.1 of the Ordinance. Seasonal uses shall be defined as uses that require or are affected or caused by certain weather availability.*

**PLANNING COMMISSION STAFF REPORT  
SPECIAL USE PERMIT 13-276, 2363 Cedar Street  
Prestwick Village Apartments  
December 6, 2013**



Tracy LC Miller, Director

**ORDINANCE/REVIEW/HISTORY**

The subject property was formerly the site of the Holt Manor mobile home park. In approximately 2006, the property owner caused the trailers to be removed and the park was closed. The property was made available for redevelopment. A development proposal for the site was reviewed and approved by the Township in late 2007. The project was called "Delhi Four Seasons" (DFS) and was nearly the same as what is currently proposed. In fact, the current developer has opted to update the previously approved plans rather than start from scratch.

You may also recall that the DFS project was the subject of a couple of Zoning Board of Appeals cases and a legal challenge. The Township's legal counsel at the time did not feel that the ruling against the Township by the lower court would stand if the Township opted to appeal it. However, it was ultimately decided that the most cost effective course of action was to simply go through the process of reapproving the Master Plan (2007) and the project's Special Use Permit (SUP). This work was accomplished, and the SUP for the project was approved by the Township Board on December 4, 2007. A clip of that SUP is included to the right.

**PROPOSED USE:**

Pursuant to Delhi Township Zoning Ordinance (ZO) section 5.7.4(1) the applicant has requested a Special Use Permit (SUP) to allow a maximum of 11.9 units per acre in a Multi-Family Development within the RM: Multi-family Residential district.

**SPECIAL USE PERMIT NO. 07-255**

**APPLICANT:** Larry Goss, Manager – Delhi Four Seasons LDHA LP  
30100 Telegraph Road, Suite 366, Bingham Farms, MI 48025

**SPECIAL USE PERMIT ADDRESS:** 2363 Cedar Street (33-25-05-15-201-016)

**DATE ADOPTED:** December 4, 2007

**PURPOSE:** To permit up to 11.9 units per acre, or 91 dwelling units total, in the RM: Multi-family Residential zoning district.

**CONDITIONS:**

1. *That the existing trees on the western part of the property and along the northern property line be preserved, except that the installation of a driveway and rain garden(s) may require the relocation or elimination of the trees in those two immediate areas. That the owner shall plant a new tree if one is removed or dies in the future.*
2. *That there be no access from Main Street directly into the proposed development from the west of the property.*
3. *That the property owner provide a legal easement to the property owners on Krental Avenue who currently have access to their properties by the "emergency fire/police" egress drive area.*
4. *That the following items also be included in any future site plan for this project:*
  - a. *A schematic drawing of all proposed fencing.*
  - b. *That the playground area and all other recreational and open space be shown and the use and provided amenities within those areas specified.*
  - c. *That an inventory of existing trees on the western portion of the property be provided.*
5. *That a minimum of 35% open space be provided pursuant to Section 5.7.8(7) of the Zoning Ordinance.*
6. *That the development comply with, at a minimum, the required amount of recreation and community space required by Section 5.7.8(8) of the Zoning Ordinance.*
7. *That the front façade(s) of each apartment building have a minimum of 50% brick, face brick, stone, masonry or other similar material acceptable to the Director of Community Development.*

The applicant is proposing to construct a new multi-family apartment community on the site of the former Holt Mobile Home Park on Cedar Street. The development would have a total of 91 dwelling units, encompassing approximately 190 bedrooms. The apartment mix would include 1, 2 and 3 bedroom units that range in size from approximately 750 sq.ft. to about 1,000 sq.ft. The developer

proposes two phases for the project with the first phase containing 66 units and the second the remaining 25.

The concept plan that has been submitted (11-25-13 rev.) provides for ample open space and recreation space. While specific compliance issues addressed by Section 5.7 will be evaluated in detail during the site plan review process, it appears very likely that all requirements can be met or exceeded within the proposed development. With just a few exceptions, the concept plan is very similar to that which was approved by the Township during consideration of the DFS project.

### **CONSIDERATIONS**

1. Section 5.7.4 (1) (a-d) requires that, in addition to the requirements of Section 8.1.3, compliance with the following considerations will be the basis for determining the final permitted density (in excess of the 6 units per acre permitted by right):

a) Preservation of existing natural assets, such as stands of trees, flood plains, and open spaces.

- The west end of the property has a wooded area (see photos) that is proposed to remain. There are several mature trees and scrubby undergrowth. However, since the time of the DFS project, the quality of the eastern part of the wooded area (away from Main Street) appears to have significantly



degraded in quality. There are many broken trees and there appears to be some storm damage to growth in this area as well. Staff suggests that trees within the first 50' from Main Street be preserved, but that the developer be permitted to determine the quality of the trees east of that point and whether or not it makes sense to save them.

In addition, there is some limited tree growth along the north property line. The existing vegetation along this property line should be maintained to the greatest extent possible. However, it appears that some of the brush and scrub growth immediately south of the detention pond at Delhi Stratford Place will need to be removed in order to accommodate requirements of the Ingham County Drain Commissioner. As detailed below, the project includes ample open space.

- The developer has indicated in their application that “Green Communities” design criteria will be utilized in order to ensure that the development is both eco-friendly and energy efficient. The developer intends to receive green certification for the project.

b) Utilization of open space and the development of recreational facilities, in excess of the requirements of this Section:

- The concept plan that has been submitted (11-25-13 rev.) provides for over 50% open space (non-pervious) and over 26,500 sq.ft. of recreation space, which exceeds the minimum requirements stated in Sections 5.7.8(7) requiring 35% open space and 5.7.8(8) requiring 100 sq.ft. of recreation space per bedroom (19,000 sq.ft.). The open space is dispersed throughout the development and each building has access to it. The recreation spaces are comprised of a club house, a playground and, currently, the woods.
- However, since the time of the DFS project, additional information about “safescaping” has become available and the Township Master Plan has been amended to include recommendations and goals suggesting that these techniques should be utilized whenever possible. The recreation space (9,800) shown on the concept plan at the far western end of the property should be carefully considered during the site plan review process. As it is currently proposed, the space is somewhat isolated from the rest of the development. There are no buildings immediately adjacent to that area or that face it. This could result in unsafe conditions. It is suggested that the PC place a condition on the SUP that would encourage the developer to achieve the required recreation space elsewhere in the complex. Further, if a building could be moved further west, the area could be better observed by residents and management. If these goals cannot be achieved, the developer should consider other safescaping methods to ensure that the west end/wooded area does not become an attractive nuisance.

c) Adjacent land use and zoning

<i>ADJACENT LAND USES:</i>	<i>North:</i>	<i>Delhi Stratford Place Apartments (Multi-family)</i>
	<i>South:</i>	<i>1 and 2 family residential homes /existing two building multi-family residential development</i>
	<i>East:</i>	<i>Commercial land uses; McDonald’s, Strip Commercial center</i>
	<i>West:</i>	<i>1 &amp; 2 family residential</i>
<i>ADJACENT ZONING:</i>	<i>North:</i>	<i>RM: Multi-family Residential &amp; C-3: Highway Commercial</i>
	<i>South:</i>	<i>R1-D: One &amp; Two Family Residential</i>
	<i>East:</i>	<i>C-2: General Business &amp; C-3: Highway Commercial</i>
	<i>West:</i>	<i>R1-D: One &amp; Two Family Residential</i>



- Privacy fencing currently exists along most (if not all) of the southern property. However, the developer proposes to install new fencing in this area. The fence is proposed to be 6' in height and constructed of solid material.
- Property owners to the immediate west of the site have requested that privacy fencing also be installed in that area as well. This seems like a reasonable request. Staff suggests placing a condition on the SUP that requires fencing in this area also. A self-closing pedestrian gate should be incorporated into this section of fence at the time sidewalks are constructed along Main Street, and the fence should be installed during the initial phase of development.
- There is no access proposed to the site from Main Street and only emergency access from Krental Avenue. The Krental Ave. emergency access will be installed on the narrow silver of land that exists on the south side of the property. It is important to note that this property, although owned by the applicant, has historically been used to provide access to the homes located at 4696 and 4684 Krental. The developer should provide a legal easement for these two homes to cross the property.

d) Topography of proposed development site

- No significant topography exists on the site. It is fairly flat. The lowest point appears to be in the northwest corner of the property at approximately elev. 876. The property generally slopes up as you move toward the southeast to a high elevation of approximately 884. Spread over approximately 950' of distance, this represents a very small slope. Adjacent properties to the south are generally higher than the site, while the property to the north was specifically graded to permit the collection of the subject site's water within the existing detention basin.



2. As illustrated by the building renderings, the proposed buildings will be 2-story in height. A significant portion of the façade will be brick. The buildings include varying roof peaks and reliefs, which provide a pleasing and interesting appearance. Each apartment will have an individual entrance and include interior amenities such as washer/dryers, dish washers and individually controlled heating and cooling.

3. This property has been vacant since approximately 2006, when a number of abandoned and open trailers were finally removed from the site. Since that time, the property has become overgrown and appears to be receiving a significant



amount of brush and debris dumping. Further, many of the concrete trailer pads and utility connects remain on site. In 2009, the Township received complaints that manhole covers had been stolen and that manholes filled with water were standing open. This condition was confirmed and was corrected. However, the potential danger that this condition represented could not be understated. The bottom line is that the property, in its current condition, is not an attribute to the area and may actually represent a risk. The photos included herein were taken on December 5<sup>th</sup> and show the property's current condition.



4. A Traffic Impact Study is required by the ZO. An update to the 2005/2007 Traffic Study prepared originally for the Delhi Four Seasons development is underway. The update has not been completed as of the date of drafting this staff report, but is expected to be completed by December 16<sup>th</sup>. The traffic engineer has submitted an e-mail indicating that he expects the impact of the current

proposal to be less since the L & L store is no longer a part of the equation. A copy of the original traffic study report, and the e-mail, are attached for your review.

While an update of the study is a requirement, the original traffic impact analysis did not reveal any decrease in the level of service (LOS) as a result of the proposed DFS development. Like the current Prestwick Village proposal, DFS was proposed to have 91 units but had significantly more bedrooms. There is no reason to believe that the update will reveal any negative impacts or decreases in the LOS associated with the impacted intersection.



The update will not be available before the PC's review of this project at the December 9<sup>th</sup> meeting. Therefore, the PC will either need to place a condition on any recommendation to approve the SUP

to the Township Board, or table action on the SUP until the traffic study update is available. If the first option is selected, the condition must ensure that final action on the SUP is not taken by the Board until the report has been received and it has been confirmed that there will be no negative change in the LOS.

4.



**DESCRIPTION OF THE SITE**

The site is irregular in shape with shared drive access to Cedar Street with Delhi Stratford Place Apartments and approximately 190' of frontage on Main Street. Additionally, the site has approximately 55' of frontage along Krental Avenue. The site was formerly the Holt Mobile Home Park. The trailer homes have been removed and site demolition has commenced. However, various remnants of the previous use continue to exist on site such as broken up concrete and other similar waste. The site is flat with little vegetation except for a small stand of trees located on the western end of the property and along some of the north property line. The site is currently an eyesore and serious blighting factor for the area.

**GENERAL INFORMATION**

APPLICANT: Prestwick Village LDHA LLC  
Tim Hovey

OWNER OF RECORD: Holt Manor Mobile Home Park  
Mr. Joseph Ajlouny  
7419 Verona Drive  
West Bloomfield, MI 48322

LOCATION: 2363 Cedar Street

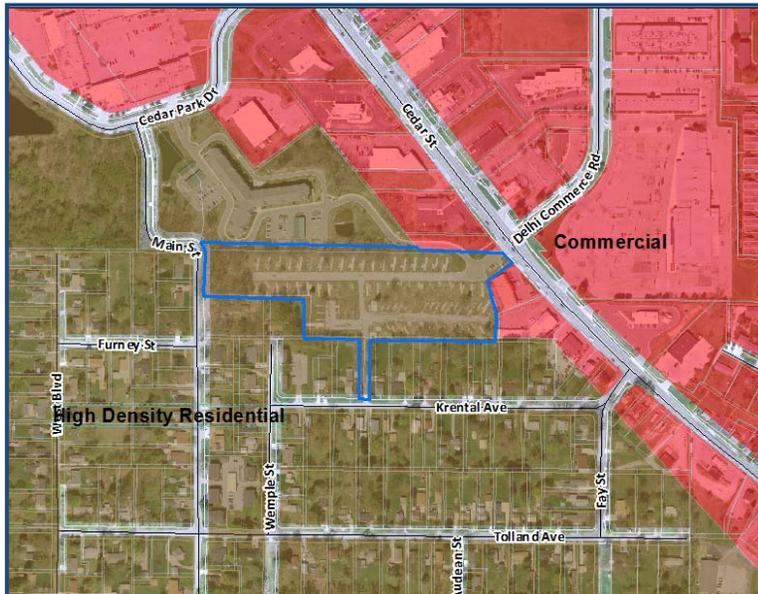
PARCEL I.D. NO.: 33-25-05-15-201-016

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ZONING:	RM: Multi-family Residential
REQUESTED ACTIVITY:	Multi-family Development at 11.9 units per acre
PROPERTY SIZE:	7.64 acres (+/-)
EXISTING LAND USE:	Vacant (formerly a trailer park)
ADJACENT LAND USES:	North: Delhi Stratford Place Apartments South: 1 and 2 family residential / multi-family residential East: Commercial land uses West: 1 & 2 family residential
ADJACENT ZONING:	North: RM: Multi-family Residential & C-3: Highway Commercial South: R1-D: One & Two Family Residential East: C-2: General Business & C-3: Highway Commercial West: R1-D: One & Two Family Residential

**MASTER PLAN OF DELHI CHARTER TOWNSHIP:**

The recently adopted 2013 Master Plan includes the Future Land Use Map which shows this property as developing with High Density Residential uses. Additionally, the Master Plan denotes that multi-family residential uses should be generally located where it provides good transition of land uses and has appropriate access to primary roadways. The site meets these criteria, provides direct access to public transportation, shopping and other resources necessary to support multi-family development.



**CONFORMANCE WITH SECTION 8.1.3 AND SECTION 5.7.4 (1):**

Prior to action on any SUP application, the Planning Commission shall establish that the general and specific standards and requirements contained in section 8.1.3 have been satisfied. The Planning Commission will review “Basis for Determination for SUP 13-276” dated December 6, 2014 (included at the end of this staff report).

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**MOTION TO APPROVE:**

Move to recommend to the Township Board approval of SUP #13-276 to authorize up to a maximum of 11.9 units per acre in the RM: Multi-Family Residential zoning district pursuant to Section 5.7.4(1) of the Zoning Ordinance for property located at 2363 Cedar Street (33-25-05-15-201-016). The following conditions to apply:

1. Existing trees on the western 50' of property, measured from Main Street, and along the northern property line be preserved, except that along the northern property line drainage improvements and/or a driveway may require the removal of a limited area of the trees in the immediate area of the improvements.
2. A minimum of 50% of the building façades be brick, stone or other masonry.
3. There will be no access from Main Street directly into the proposed development from the west of the property.
4. The property owner shall provide a legal easement to the property owners on Krental Avenue who currently have access to their properties by the "emergency fire/police" egress drive area.
5. The following items shall also be included in any future site plan for this project:
  - a. A schematic drawing of all proposed fencing.
  - b. That any playground areas and all other recreational and open space are shown and the use and amenities to be provided within those areas specified.
6. A privacy fence is required along the west end of the property. The fence shall include a self closing pedestrian gate. The fence shall be installed during the initial phase of development.
7. A minimum of 35% open space shall be provided pursuant to Section 5.7.8(7) of the Zoning Ordinance.
8. The development shall comply with, at a minimum, the required amount of recreation and community space required by Section 5.7.8(8) of the Zoning Ordinance.
9. The required traffic impact analysis (TIA) update must be received by the Community Development Director prior to any final action by the Township Board on this SUP. The Director of Community Development will only forward this recommendation for approval to the Township Board for their consideration if the TIA update finds that there will be no negative impact to the level of service at the Cedar Street/Driveway/Delhi Commerce Drive intersection expected as a result of the proposed Prestwick Village development. If

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the TIA update does not report these expected results, the Director of Community Development will not forward this recommendation to the Township Board and this recommendation will become void. In this case, the SUP request will go back to the PC for further consideration and a new recommendation will be made either to approve/approve with conditions or deny the SUP.

10. With regards to the west end of the property, the following will occur:
- a. If possible, the recreation space in this area should be eliminated and the required recreation space should be achieved elsewhere on the property where it would be more easily monitored by residents.
  - b. If feasible, a building should be moved further west, preferably in a north/south orientation, so that the west end of the property can be better observed by residents and management.
  - c. If building relocation and/or recreation space relocation is not possible due to engineering site constraints, other safescaping methods which will ensure that the west end/wooded area does not become an attractive nuisance must be proposed during site plan review and implemented.

The Planning Commission has received the “Basis for Determination for Granting a Special Use Permit” and has found that the general and specific standards outlined in Section 8.1.3 have been satisfied and that those findings are accurately reflected in the document entitled “Basis for Determination for SUP 13-276” dated December 6, 2013 and is fully incorporated into this motion and the official meeting minutes.

MOTION TO DENY

*Move to recommend to the Township Board denial of SUP #13-276 to authorize up to a maximum of 11.9 units per acre, or 91 dwelling units, whichever is less in the RM: Multi-Family Residential zoning district pursuant to Section 5.7.4(1) of the Zoning Ordinance because the proposal does not comply with the require Basis for Determination Subsection \_\_\_\_ (fill in with specific citation).*

MOVE TO TABLE

*Move to table SUP#13-276 until such time as the PC has the opportunity to review the update to the traffic impact analysis at a future meeting.*

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**Section 8.1.3 Basis for Determination**

SUP #13-276  
Prestwick Village Apartments

Section 8.1.3 1 a) Be harmonious and in accordance with the general principals and proposals of the Master Plan.

*Through implementation of the proposed SUP conditions, the proposed use will be consistent with the surrounding land uses and is consistent with the principals of the Master Plan. Development of the site for multifamily use is consistent with the High Density Residential category shown for this property on the Future Land Use plan. The site is located near major transportation routes, shopping and public bus service, which is also consistent with the Master Plan.*

Section 8.1.3 1 b) Be designed, constructed, operated and maintained so as to be harmonious in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the area in which it is proposed.

*The conditions placed on the SUP will help to ensure that proposed development will be harmonious with the surrounding area and the existing use of the property. There are existing multi-family residential uses in very close proximity to the subject site. There are also a significant number of two –family dwellings and single family homes to the south and west of the site. Nearby existing commercial land uses will provide needed services to residents of the site.*

Section 8.1.3 1 c) Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to the property in the immediate vicinity and to the community as a whole.

*The conditions recommended for the SUP should help to ensure that the proposed apartment complex is not disruptive. The property is currently vacant. It appears that brush dumping has occurred and there is a significant amount of concrete debris on the site. The property is unattractive and serves as a source of blight to the immediately vicinity. Redevelopment of the site for the proposed use will eliminate these existing undesirable conditions, bring additional housing the community and provide redevelopment of a vacant site which are all benefits to the community as a whole.*

Section 8.1.3 1 d) Be served adequately by essential public services, such as highways, streets, police, fire protection, drainage structures, refuse disposal, water and sewage facilities, or schools.

*All emergency services and utilities are available to the property and are adequate. The site is within the Holt School district, which can accommodate any new students associated with the development.*

Section 8.1.3 1 e) Not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to any person, property or general welfare by reason of excess production of traffic, noise, smoke, fumes, glare or odors.

*See 8.1.3 1 a), b) & c) above.*

Section 8.1.3 1 f) be consistent with the intent and purposes of the zoning district in which it is proposed to locate such use.

*The property is zoned RM: Multi-Family Residential, which permits by right the development of apartment complexes up to a density of 6 units per acre. The SUP is necessary for this development due to the increased proposed density of 11.9 units per acres. The RM district is specifically designed to accommodate multi-family*

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*developments and properties zoned as such are carefully considered prior to zoning to ensure that any future multifamily use is consistent with the intent and purpose of the district. This property is no exception.*

Section 8.1.3 1 g) Be designed to protect natural resources, the health, safety, welfare, and social and economic well-being of those who will use the land use or activity, and the community as a whole.

*See 8.1.3 1 a), b) & c) above.*

Section 8.1.3 1 h) Be related to the valid exercise of the police power and purposes which are affected by imposed use of activity.

*The Michigan Zoning Enabling Act provides the Township with the ability to require Special Use Permits for those uses that have the possibility of creating unacceptable or difficult circumstances for the community. As such the requirement that the increased density proposed as a part of this development receive an approved SUP is a valid exercise of police power.*

Section 8.1.3 1 i) Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the land use or activity under consideration, and be necessary to insure compliance with those standards.

*See 8.1.3 1 h) above.*

Section 8.1.3 2) Conditions and Safeguards: The Planning Commission may impose such additional conditions and safeguards deemed necessary for the general welfare, for the protection of individual property rights and for insuring that the intent and objectives of this Ordinance will be observed. The breach of any condition, safeguard, or requirement shall automatically invalidate the permit granted.

*The SUP is anticipated to be sufficient to ensure protection as outline above.*

Section 8.1.3 3) Specific Requirements: The general standards and requirements of the Section are basic to all uses authorized by Special Use Permit. The specific and detailed requirements set forth in the following Sections relate to particular uses and are requirements which must be met by those uses in addition to the foregoing general standards and requirements where applicable.

*See 8.1.3 2) above.*

Date: December 6, 2013

DRAFT MEETING MINUTES EXCERPT  
DEC. 9, 2013 - PLANNING COMMISSION

**PUBLIC HEARING - SUP NO. 13-276, 2363 CEDAR STREET, PRESTWICK VILLAGE APARTMENTS, 33-25-05-15-201-016**

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Ms. Miller reviewed the request for a Special Use Permit (SUP) from Prestwick Village Apartments to develop and build 91 units in the RM: Multi-family zoning district. The property consists of 7.64 acres and the density allowed is 6 units per acre. The request is for 11.9 units per acre. Within the RM district 6 units per acre is permitted by right, anything over requires a SUP.

Ms. Miller gave a brief history of this site. This property was the former Holt Manor Mobile Park until approximately 2006 when the mobile homes were removed. A SUP was approved for 11.9 units per acre for that development. However, the project never moved forward and the property was never purchased by the developer of Four Seasons.

The proposed Prestwick Village development will consist of 91 apartment units. The proposed development is proposed to occur in two phases, with Phase I containing 66 units and Phase II consisting of 25 units. The proposed site layout plan and building designs are very similar to what was previously approved for the Delhi Four Seasons project, but there are some differences.

One of the considerations of the SUP is to preserve the existing natural assets, such as stands of trees, flood plains and open spaces. The trees on the western end of the property have deteriorated since the Four Seasons project; however, the trees within the first 50 feet from Main Street appear to be in good shape and should be preserved. There is also some limited tree growth along with northern property line that should be maintained to the extent possible. However, some of the brush and scrub growth south of the detention pond at Delhi Stratford Place may need to be removed in order to accommodate drainage for the site.

The applicant has also stated that the development will be built in accordance with Green Communities design criteria in order to make it both eco-friendly and utility efficient.

Privacy fencing currently exists along most of the southern property; however, the developer proposes to install new fencing, as appropriate based on the condition of what is currently there. Property owners to the west of the site have requested that privacy fencing also be installed at the west end of the site as well.

There will be no access to the proposed site from Main Street and only emergency access from Krental Avenue. The developer should provide a legal easement for the homes located at 4696 and 4684 Krental to provide access to their homes via existing driveways.

A Traffic Impact Study is required by the Zoning Ordinance. An update to the 2005/2007 study prepared originally for the Four Seasons development is expected to be completed by December 16, 2013, prior to any final action on the SUP by the Township Board.

The applicant, Tim Hovey, gave an overview of the proposed development and answered various questions. Mr. Hovey stated that Prestwick Village is a mixed-income, tax credit property featuring units available for tenants at 30-60% Area Median Income. The property will be cleaned up and the privacy fencing will be installed during the first phase of the project.

**Public Hearing opened @ 7:54 p.m.**

Shiela Knechtges, 2360 Wemple, spoke of privacy fencing and the planting of pine trees.

Tammy Wedley, 2362 Wemple, spoke of the recreation area.

DRAFT MEETING MINUTES EXCERPT  
DEC. 9, 2013 - PLANNING COMMISSION

Renee Sumerix, 2616 Frank Street, spoke of safescaping and privacy fencing.

**Public Hearing closed @ 8:01 p.m.**

**Olson moved, seconded by O'Hara to recommend to the Township Board approval of SUP #13-276 to authorize up to a maximum of 11.9 units per acre in the RM: Multi-Family Residential zoning district pursuant to Section 5.7.4(1) of the Zoning Ordinance for property located at 2363 Cedar Street (33-25-05-15-201-016). The following conditions to apply:**

- 1. Existing trees on the western 50' of property, measured from Main Street, and along the northern property line be preserved, except that along the northern property line drainage improvements and/or a driveway may require the removal of a limited area of the trees in the immediate area of the improvements.**
- 2. A minimum of 50% of the building facades be brick, stone or other masonry.**
- 3. There will be no access from Main Street directly into the proposed development from the west of the property.**
- 4. The property owner shall provide a legal easement to the property owners on Krental Avenue who currently have access to their properties by the "emergency fire/police" egress drive area.**
- 5. The following items shall also be included in any future site plan for this project:**
  - a. A schematic drawing of all proposed fencing.**
  - b. That any playground areas and all other recreational and open space are shown and the use and amenities to be provided within those areas specified.**
- 6. A privacy fence is required along the west end of the property. The fence shall include a self closing pedestrian gate. The fence shall be installed during the initial phase of development.**
- 7. A minimum of 35% open space shall be provided pursuant to Section 5.7.8(7) of the Zoning Ordinance.**
- 8. The development shall comply with, at a minimum, the required amount of recreation and community space required by Section 5.7.8(8) of the Zoning Ordinance.**
- 9. The required traffic impact analysis (TIA) update must be received by the Community Development Director prior to any final action by the Township Board on this SUP. The Director of Community Development will only forward this recommendation for approval to the Township Board for their consideration if the TIA update finds that there will be no negative impact to the level of service at the Cedar Street/Driveway/Delhi Commerce Drive intersection expected as a result of the**

proposed Prestwick Village development. If the TIA update does not report these expected results, the Director of Community Development will not forward this recommendation to the Township Board and this recommendation will become void. In this case, the SUP request will go back to the PC for further consideration and a new recommendation will be made either to approve, approve with conditions or deny the SUP.

10. With regards to the west end of the property, the following will occur:
  - a. If possible, the recreation space in this area should be eliminated and the required recreation space should be achieved elsewhere on the property where it would be more easily monitored by residents.
  - b. If feasible, a building should be moved further west, preferably in a north/south orientation, so that the west end of the property can be better observed by residents and management.
  - c. If building relocation and/or recreation space relocation is not possible due to engineering site constraints, other safescaping methods, which will ensure that the west end/wooded area does not become an attractive nuisance, must be proposed during site plan review and implemented.

The Planning Commission has received the “Basis for Determination for Granting a Special Use Permit” and has found that the general and specific standards outlined in Section 8.1.3 have been satisfied and that those findings are accurately reflected in the document entitled “Basis for Determination for SUP 13-276” dated December 6, 2013 and is fully incorporated into this motion and the official meeting minutes.

A Roll Call Vote was recorded as follows:

Ayes: Craig, Berry-Smokoski, Goodall, Hayhoe, Leaf, Lincoln, O’Hara, Olson, Zietlow

Nays: None

Absent: None

Abstain: None

**MOTION CARRIED**



DELHI CHARTER TOWNSHIP  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
2074 AURELIUS ROAD HOLT MI 48842  
PH: (517) 694-8281 FX: (517) 694-1289

SUP No: 13-276  
Fee: \$1,240.00  
Rec'd: 11-21-13

**SPECIAL USE PERMIT APPLICATION**

Property Address: 2363 Cedar Street, Holt, MI 48842

Parcel No: 33-25-05-15-201-016 Property Zoning District: RM

Business Name: Prestwick Village Apartments

Property Owner: Prestwick Village LDHA LLC

Property Owner's Address: 240 S. Bridge Street, Suite 100

City: DeWitt State: MI Zip: 48820

Ph: (517) 669-6024 Fx: No Fax E-mail: thovey@gryphon-llc.com

**Specific Use for which this permit is requested:**

The owner desires to develop and build 91 units of apartment housing on the subject site. The property consists of 7.64 acres, which equates to a density of 11.9 units/acre. This density is in excess of the 6 units/acre allowed by right; as such the owner has filed this SUP application.

**Legal Description of Property:**

See Attached

**Please attach the following items to this application;**

- Site Plan, Plot Plan, or Development Plan, drawn to scale (1" = 100' ) including the following;
  - Outline of Property
  - Location of all Abutting Streets
  - Proposed Parking Areas
  - Proposed Curb Cuts
  - Location of All Existing and Proposed Structures and Their Uses
- Preliminary Plans and Specification of the Proposed Development and all Construction
- Written Response to Section 8.1.3 of Delhi Charter Township Ordinance #39 (see attached)

**Applicant should be prepared to respond to the following issues during the Public Hearing;**

- Parking & Traffic
- Landscaping
- Hours of Operation
- Signage
- Noise
- Pollution Prevention

**Affidavit:** The undersigned says that he/she is the property owner (or has submitted certification that he/she is an authorized agent for the owner) involved in said permit request, and that the foregoing statements herein contained and information submitted are in all respects true and correct to the best of his/her knowledge or belief. The undersigned also understands that Site Plan Review is required for all Special Use Permit requests. (See Section 3.3.3 of Zoning Ordinance #39 for details). If the use has not commenced within one (1) year from the date of issuance, this permit shall expire and the Zoning Code Enforcement Officer shall so notify the holder in writing. The Township Board shall have the authority to review and attach conditions to any Special Use Permit. If it is proved that the holder of the Permit has failed to comply with any of the requirements contained in Article VIII, after notice has been given, the use for which the permit has been granted must cease within sixty (60) days.

  
Property Owner's Signature

Tim Hovey  
Print Name

11/21/13  
Date

## LEGAL DESCRIPTION

A parcel of land in the Northeast  $\frac{1}{4}$  of Section 15, Township 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, also, the West  $\frac{1}{2}$  of Lot 15, Sterling Farms Subdivision, as recorded in Liber 6 of plats, Page 46, Ingham County Records being more particularly described as follows: Commencing at the North  $\frac{1}{4}$  Corner of Section 15, T3N, R2W; thence S  $00^{\circ}44'55''$  W, 1325.79 feet along the North-South  $\frac{1}{4}$  line to the Northeast Corner of Sterling Farms No. 2; as recorded in Liber 8 on page 16 of the Ingham County records and the point of beginning of the following described parcel; thence S  $88^{\circ}27'58''$  E, 8.18 feet to the East right of way line of Main Street; thence along said Easterly right of way line on a curve to the left, 20.35 feet, said curve having a radius of 66.75 feet, a delta angle of  $17^{\circ}28'04''$ , and a chord bearing N  $07^{\circ}52'28''$  E, 20.27 feet; thence S  $88^{\circ}27'58''$  E, 803.51 feet; thence S  $38^{\circ}38'38''$  E, 12.11 feet; thence S  $88^{\circ}28'48''$  E, 321.45 feet to the Westerly line of State Highway U.S. 127 (Cedar Street) 43 feet from centerline; thence on a curve to the left, 13.27 feet, said curve having a radius of 5678.72 feet, a delta angle of  $00^{\circ}08'02''$  and a chord bearing S  $38^{\circ}59'05''$ , 13.27 feet along said Westerly line to the East-West  $\frac{1}{8}$  line of the Northeast  $\frac{1}{4}$  of Section 15; thence S  $89^{\circ}15'15''$  E, 13.02 feet along said  $\frac{1}{8}$  line to the Westerly line of State Highway U.S. 127 (Cedar Street) 33 feet from the centerline; thence on a curve to the left, 31.08 feet, said curve having a radius of 5678.67 feet; a delta angle of  $00^{\circ}18'49''$  and a chord bearing S  $37^{\circ}22'46''$  E, 31.08 feet along said Westerly line; thence S  $53^{\circ}38'13''$  W, 119.00 feet; thence S  $13^{\circ}21'42''$  E, 130.98 feet; thence N  $71^{\circ}51'35''$  E, 2.38 feet; thence S  $01^{\circ}13'28''$  W, 98.50 feet along the Northerly Extension of the East line of Lot 11 of Sterling Farms Subdivision, as recorded in Liber 6, Page 46, of the Ingham County records to the Northeast Corner of said Lot 11; thence N  $88^{\circ}57'32''$  W, 472.40 feet along the North line of Sterling Farms Subdivision to the Northeast corner of the West  $\frac{1}{2}$  of Lot 15, Sterling Farms Subdivision, thence S  $01^{\circ}13'28''$  W, 228.50 feet along the East line of the West  $\frac{1}{2}$  of Lot 15, Sterling Farms Subdivision; thence N  $88^{\circ}15'13''$  W, 52.35 feet along the South line of Lot 15 Sterling Farms Subdivision; thence N  $01^{\circ}13'28''$  E, 227.85 feet along the West line of Lot 15, Sterling Farms Subdivision to the Northwest corner of Lot 15, Sterling Farms Subdivision; thence N  $88^{\circ}57'32''$  W, 207.84 feet along the North line of Sterling Farms Subdivision, thence N  $00^{\circ}44'55''$  E, 156.50 feet along a line parallel to the North-South  $\frac{1}{4}$  line; thence N  $88^{\circ}57'32''$  W, 384.00 feet along a line parallel to the North line of Sterling Farms Subdivision; thence N  $00^{\circ}44'55''$  E, 172 feet along the North-South  $\frac{1}{4}$  to the point of beginning. Entire parcel containing 7.64 acres, more or less, and subject to any easements or restrictions of use or record.

DELHI CHARTER TOWNSHIP  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
2074 AURELIUS ROAD HOLT MI 48842  
PH: (517) 694-8281 FX: (517) 694-1289

## **ATTACHMENT TO SPECIAL USE PERMIT APPLICATION**

### **Developer Profile**

The Gryphon Group LLC is a real estate development and consulting firm that specializes in providing community development solutions. With our company, you will find a partner that is well equipped to provide a wide variety of land development strategies. Our proven team of professionals has a track record of success and a reputation steeped in integrity.

At the Gryphon Group, we undertake ventures that are difficult in order to expand our capabilities. We have extensive experience in federal and state loan programs, tax credit syndication and conventional financing. Our firm has worked within Brownfield and Historic Districts, incorporated "Green" design features into our developments and have partnered with non-profit entities to meeting a variety of housing needs. Our increasing knowledge base allows us to offer unique features within our properties as well as implement creative financing solutions in order to build quality developments that will withstand the test of time and strengthen their respective communities for years to come.

Over the past 16 years the owner of the Gryphon Group has developed over 500 units of market rate and affordable housing in Michigan ranging from Kalamazoo to Iron River in the Upper Peninsula. Locally we have developments in DeWitt, St. Johns, East Lansing and Eaton Rapids. The company portfolio consists of housing for the elderly, family apartments, affordable developments and market rate communities (project profiles for a few of our developments are included herewith). We have utilized financing from local banks, loans through the Michigan State Housing Development Authority, and federal funding through Rural Development – USDA. Our proven track record of producing successful developments that are well designed and aesthetically pleasing is a great indicator that we will be able to place the right product in the right place within Delhi Township. Our goal on every housing endeavor is to ensure that our developments are highly marketable to prospective tenants, profitable to our investors and clients, and an asset to the respective community.

### **Development Team**

**Developer:** Gryphon Group, LLC  
240 S. Bridge St., Ste 100  
DeWitt, MI 48820  
Tim Hovey  
(517) 669-6024

**Architect:** Oakwood Architectural  
1810 Dogwood  
Holt, MI 48842  
Skip Corbin  
(517) 699-3575

**Engineer:** LSG Engineers & Surveyors  
3135 Pine Tree Road, Ste D  
Lansing, MI 48911  
Alan Boyer  
(517) 393-2902 x 225

**Builder:** Wolverine Building Group  
4045 Barden SE  
Grand Rapids, MI 49512  
Marcus Ringnalda  
(616) 281-6223

### **Project Description**

Prestwick Village Apartments will be located at 2363 Cedar Street in Holt, Michigan on the former Holt Manor Trailer Park site. The proposed infill redevelopment of the defunct trailer park will consist of affordable housing on approximately 7½ acres of land located within the Delhi Downtown Development Authority district. The site is conveniently located next to commercial, retail and residential buildings, and in close proximity to several other amenities. The attached site plan and building elevations include the same layout and design as the Four Seasons Apartment development that was previously approved by the township in 2006.

#### **Financing:**

The financing structure includes approximately \$5.43 million of 9% tax credit equity, \$1.24 million primary MSHDA mortgage, and a \$1.44 million second MSHDA HOME mortgage for a total development cost of \$8.11 million. Both the tax credit equity and construction financing will be secured from a local investor and lender.

#### **Building Type:**

Prestwick Village is a 91-unit family apartment development that will consist of 16 one-bedroom units, 51 two-bedroom units, 24 three-bedroom units. There will be a mix of 8-unit and 16-unit buildings on the property. The proposed development consists of two phases, with Phase I containing 66 units and Phase II consisting of 25 units. The buildings will have an ample amount of brick, individual entries for each unit and will be designed to meet Green Communities design criteria.

#### **Unit Description and Amenities:**

Each apartment unit contains a: range, refrigerator, dishwasher, microwave oven, washer and dryer, individual heat and central air conditioning, and an electronic intercom entrance system. The 1-bedroom units contain approximately 750 square feet and have rents ranging from 30% of income to \$525. The 2-bedroom units contain approximately 900 square feet of living space and have rents ranging from 30% of income to \$625. The 3-bedroom units contain over a 1,000 square feet of living space and have rents ranging from 30% of income to \$695. Prestwick Village is a mixed-income, tax credit property featuring units available for tenants at 30%-60% AMI.

**Property Amenities:**

The site is located on Cedar Street, which offers several retail shopping stores, restaurants, banks and service businesses. The site layout will feature well-landscaped buildings and site perimeter, play area, grilling/picnic area, and a clubhouse. The apartment development will also have an on-site manager. The development will be built in accordance with Green Communities design criteria in order to make it both eco-friendly and utility efficient.

**Written Response to Section 8.1.3 of Delhi Charter Township Ordinance #39**

In 2006, the Delhi Charter Township Board approved a site plan on the subject site for a development known as Four Seasons. The project never moved forward and the property was never purchase by the developer of Four Seasons. In November 2013, Gryphon Group LLC entered in to a purchase agreement with the property owner, Holt Manor Mobile Home Park, Inc. (Joseph Ajlouny), to develop and build Prestwick Village. The Gryphon Group is working with LSG Engineers and Surveyors (formerly Ledy Design Group), which is the firm that completed the engineering for the previous developer. The Gryphon Group is utilizing the same site plan layout and building design that was previously approved by the Township Board. As such, we are confident that the proposed Prestwick Village will meet the general and specific standards outlined in the Special Use Permit Application.

Below please find the applicant's written response to the aforementioned standards:

*a) Be harmonious with and in accordance with the general principles and proposals of the Master Plan of Delhi Charter Township.*

The Zoning Map noted in the 2013 Master Plan (found on Delhi Charter Township website) shows the property to be zoned RM, which allows for multiple family dwellings up to 6 units/acre by right and up to 12 units/acre with a Special Use Permit. Furthermore, the Future Land Use Map noted in the 2013 Master Plan shows the future use to be High Density Residential. Given that the property is currently zoned for a multiple family use and that the future land use is also high density residential, the applicant believes that the proposed use is harmonious with and in accordance with the existing Delhi Charter Township Master Plan.

*b) Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the area in which it is proposed.*

The subject site is surrounded by a multi-family property to the north (Stratford Place Senior Apartments), commercial/retail to the east (strip center with Subway, Jackson Hewitt) and single family residential to the south and west. The applicant believes that the proposed development blends quite well with the essential character of the area as it provides a nice buffer between the single family residential and the commercial/retail on Cedar Street. The development design will consist of brick and vinyl sided two-story

buildings, which dovetails nicely with surrounding developments. Construction practices will comply with all requisite local, state, and federal requirements so as to not unreasonably disturb the adjacent properties during the building process. Prestwick Village will be managed and maintained by a professional management company in order to ensure that day-to-day operations run smoothly.

*c) Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to the property in the immediate vicinity and to the community as a whole.*

The subject site is the former Holt Manor Mobile Home Park. Although the mobile homes have been removed, the pads and utility stubs remain on site. The site also has a high level of overgrown vegetation. The proposed Prestwick Village represents an infill redevelopment that will remove obsolete structures from the site and in its place build new, viable structures that will improve the aesthetics of the existing site and by extension, the surrounding area and the community.

*d) Be served adequately by essential public facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.*

The proposed development is an infill project located in a developed area on a main thoroughfare. The site has multiple points of ingress/egress to allow for easy access by police and fire vehicles. All the necessary utilities (water, sewer, storm, phone, cable, etc.) are located at the site. There is also a public transportation bus stop within 1/10 of a mile for access to the local community as well as the Lansing area.

*e) Not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to any person, property or general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.*

The proposed use is multiple-family residential. The activities, processes, materials and equipment on site will be inline with developments of this nature and not cause a detrimental effect on any person or property. A traffic study will be provided to ensure that the traffic generated by the proposed improvements will not be problematic for surrounding businesses and residents.

*f) Be consistent with the intent and purposes of the zoning district in which it is proposed to locate such use.*

The proposed multiple-family development use is in compliance with the current RM zoning as well as the projected future land use noted in the Delhi Charter Township Master Plan. The applicant will meet all requisite provisions of the controlling ordinances.

*g) Be designed to protect natural resources; the health, safety and welfare; and the social and economic well being of those who will use the land use or activity and the community as a whole.*

The proposed design of Prestwick Village will meet all local, state, and federal building codes. Additionally, the development will be designed to meet Green Communities criteria so that the property is both eco-friendly and an efficient operator.

*h) Be related to the valid exercise of the police power and purposes, which are affected by the imposed use of activity.*

The developer invites the input of the police department both predevelopment and during operations. It has been our practice to work cooperatively with local municipality departments including the police to ensure that Prestwick is considered an asset to the community.

*i) Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the land use or activity under consideration and be necessary to insure compliance with those standards.*

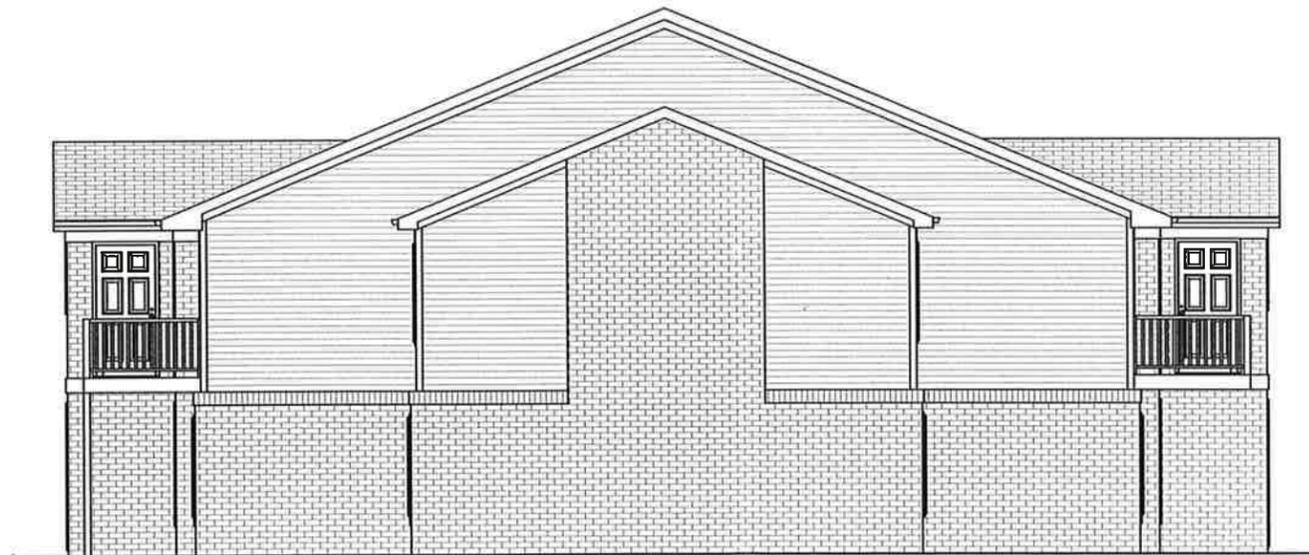
It is the belief of the applicant that the proposed improvements on the subject site meet the intent and purpose of the zoning ordinance. We welcome feedback on the proposed plans as we believe in working in a collaborative manner with our partners, of which the community is one. The Gryphon Group has over 500 units in several communities throughout the State of Michigan. I believe that our organization has solid relationships with each and every community. The development owners are very active in asset management and can be reached directly with any issues or concerns that municipalities may have. Please see my contact information above.

The Gryphon Group is excited to be working in Delhi Township and we look forward to becoming an integral part of your community.





FRONT ELEVATION



RIGHT ELEVATION



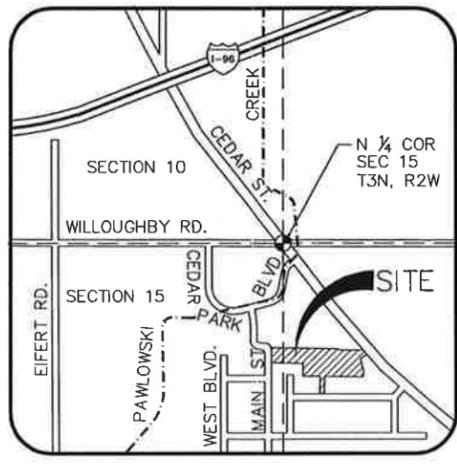
**NOTES**

- GENERAL**
- BENCHMARK #100: SE corner of porch slab of house #2401 Main Street. ELEV. = 883.04
  - BENCHMARK #2: Top of NE flange bolt on hydrant, East side Main Street, 48 feet South of NW property corner. ELEV. = 876.71
  - The contractor shall call "MISS DIG" at 1-800-482-7171 at least 3 working days (excluding weekends and holidays) prior to construction.
  - All work shall be done in accordance with the applicable codes, ordinances, design standards and standard specifications of the following agencies which have the responsibility of reviewing plans and specifications for construction of all items included in these plans:
    - Delhi Township
    - Ingham County
    - State of Michigan
  - The contractor shall apply for and obtain all necessary permits as required for construction of this project prior to the beginning of work from the previously mentioned agencies.
  - The contractor shall notify the Ingham County Road Department a minimum of 24 hours prior to any construction in the road rights-of-way of Cedar St., Cedar Park Blvd., Main St. or any county roadway.
  - The contractor agrees that in accordance with generally accepted construction practices, the contractor will be required to assume sole responsibility for job site conditions during the course of construction of the project, including the safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours.
  - The locations and dimensions shown on the plans for existing facilities are in accordance with all available information. The engineer does not guarantee the accuracy of this information or that all existing underground facilities are shown.
  - When any existing utility requires adjustment or relocation, the contractor shall notify the proper utility company and coordinate the work accordingly. There shall be no claim made by the contractor for any costs caused by delays in construction due to the adjustment or relocation of utilities.
  - The contractor is to verify that the plans and specifications that he/she is building from are the very latest plans and specifications that have been approved by all applicable permit-issuing agencies and the owner. All items constructed by the contractor prior to receiving the final approval and permits having to be adjusted or re-done, shall be done at the contractor's expense.
  - Should the contractor encounter conflict between these plans and specifications either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, he/she shall seek clarification in writing from this engineer before commencement of construction. Failure to do so shall be at the sole expense to the contractor.
  - Unless otherwise noted the contractor shall furnish as-built drawings indicating all changes and deviations from approved drawings.
  - All signs and traffic control measures during construction and maintenance activities shall be constructed and installed per the latest edition of the Michigan Manual of Uniform Traffic Control Devices (M.M.U.T.C.D.).
  - LSG Engineers & Surveyors will not be responsible for field design changes made by the contractor or the contractor's surveyor where LSG Engineers & Surveyors has not approved these design changes.
- GRADING AND SITE WORK**
- Prior to grading, cutting and filling the contractor shall remove all topsoil, debris, vegetation, etc. from the site. Acceptable material excavated from the cut areas shall be used for fill. Fill shall be placed in layers not exceeding depths of 12 inches and shall be compacted to 95% of its maximum unit weight.
  - The contractor shall proof-roll the existing subgrade to determine its suitability. If, in the opinion of the engineer, the subgrade is unsuitable that portion of the subgrade shall be excavated and replaced with a minimum of 12" M.D.O.T. Class II granular material.
  - All site grading must be performed to insure positive drainage across the entire site, throughout the period of construction and after project completion.
  - All sedimentation and soil erosion control measures shall be constructed prior to the commencement of site grading and must conform to Part 91 of Act 451 of the Public Acts of 1994 as amended. All applicable permits shall be obtained before implementing these measures. The contractor shall be responsible for maintaining the sedimentation and soil erosion control measures throughout construction.

- STORM DRAINAGE SYSTEM**
- Unless otherwise noted all storm drain pipe shall be ASTM C-76 Class III or better, with premium joints. All storm drain with less than 3 feet of cover below paved areas shall be ASTM C-76 Class IV, with premium joints.
  - All storm drain service leads shall be 4" minimum Schedule 40 or SDR-35 unless otherwise noted on these plans.
  - All storm drain manholes and catch basins shall conform to the Ingham County Drain Commissioner Standards.
  - All storm drain below paved areas shall be backfilled with 100% granular material (or approved other) and compacted to 95% of its maximum unit weight (see typical trench details on sheet CB.3).
  - All frames and covers and drainage structures shall be non-rocking made of heavy duty cast iron and shall conform to the casting schedule on sheet CB.3.
  - All rim elevations in outlain areas are approximate only and shall be adjusted by the contractor after final grades are established.
  - See Storm Drain Details on sheet CB.3.
  - Storm Sewer Inspection must be scheduled in advance from the Ingham County Drain Commissioner. An Ingham County Drain Office inspector must be present during any connection to or crossing of the Drain or any work in its easement. The Ingham County Drain Office (517-676-8395) is to be notified no less than three (3) business days in advance of the work to arrange for an inspector.
- SANITARY SEWER SYSTEM**
- All construction of the sanitary sewer system shall conform to the sanitary sewer construction plans and specifications approved by Delhi Township.
  - All sanitary sewer pipe shall be PVC SDR-35 unless otherwise noted on these plans.
  - All sanitary service pipe shall be 6" minimum PVC SDR-35 unless otherwise noted on these plans.
  - All rim elevations in outlain areas are approximate only and shall be adjusted by the contractor according to these plans or as determined by the engineer during the course of construction after final grades are established. Rims shall be adjusted according to the Delhi Township Standards for Sanitary Sewer Construction.
  - All sanitary sewer below paved areas shall be backfilled with 100% granular material and compacted to 95% of its maximum dry density (see typical trench details on Sheet CB.1).
  - All sanitary sewer manholes shall conform to the Delhi Township standards.
  - See Sanitary Sewer Details on sheet CB.1.
- WATER MAIN SYSTEM**
- All water main shall be Class 52 unless otherwise noted on these plans.
  - All construction of the water main service system shall conform to the water main construction plans and specifications approved by the Lansing Board of Water & Light.
  - All water main shall be installed with a minimum of 5 feet of cover from finished grades.
  - A full length of water main pipe shall be centered from the point of crossings of all sewers with a minimum vertical clearance of 1.5 feet. In the event a clearance of less than 1.5 feet is constructed, the intersection shall be encased in concrete.
  - All elevations in outlain areas are approximate only and shall be adjusted by the contractor after finish grades are established.
  - All water main within a 45' zone of influence of paved areas shall be backfilled with 100% granular material (or approved other) and compacted to 95% of its maximum unit weight (see typical trench details on Sheet CB.2).
  - All water main shall have a minimum 10' horizontal separation from any storm or sanitary sewer.
  - All ductile iron water main pipe, fittings, and valves are to be encased within 8-mil thick polyethylene wrap.
  - Water services shall be type K copper pipe with corporation stop and curb stop and box at rear of 10' utility easement or as shown on the plans.
  - See Water Main Details on sheet CB.2.

# PLANS FOR CONSTRUCTION OF PRESTWICK VILLAGE APARTMENTS

DELHI TOWNSHIP  
INGHAM COUNTY, MICHIGAN



**LOCATION MAP**  
SCALE: 1" = 4000'

**LEGEND**

(B) SPOT ELEVATION	(P) SPOT ELEVATION
(L) 1' CONTOURS	(P) 1' CONTOUR
(F) 5' CONTOURS	(P) 5' CONTOUR
(G) GAS LINE	(P) GAS LINE
(L) TELEPHONE LINE	(P) TELEPHONE LINE
(E) ELECTRIC LINE	(P) ELECTRIC LINE
(S) STORM DRAIN	(P) STORM DRAIN
(L) SANITARY SEWER	(P) SANITARY SEWER
(W) WATER MAIN	(P) WATER MAIN
(C) CHAIN LINK FENCE	(P) CHAIN LINK FENCE
(L) WOOD FENCE	(P) WOOD FENCE
(W) WATER WELL	(P) GUARD RAIL
(F) FIRE HYDRANT	(P) FIRE HYDRANT ASSEMBLY
(L) WATER VALVE	(P) WATER MAIN VALVE
(F) SANITARY MANHOLE	(P) WATER MAIN BEND
(L) STORM MANHOLE	(P) WATER MAIN REDUCER
(L) CURB INLET	(P) CURB INLET
(L) CULVERT	(P) CATCH BASIN
(L) LIGHT POLE	(P) TRENCH DRAIN
(U) UTILITY POLE	(P) FLARED END SECTION
(P) SIDE SLOPE	(P) MANHOLE
(P) DRAINAGE SHALE	(P) LIGHT POLE
(P) DRAINAGE FLOW ARROW	(P) SANITARY SEWER CLEANOUT
(P) RIP RAP	(P) UTILITY CROSSING
LOW POINT	(P) BUILDING WALLPACK
H.P.	(P) SIGN
F.F.	(P) PARKING COUNT
B.M.	(P) HANDICAP PARKING
N.S.	(P) HANDICAP VAN ACCESSIBLE
G.A.	(P) TRAFFIC FLOW
(P) LIGHT DUTY ASPHALT AREA	(P) MODIFIED CURB & GUTTER
(P) CONCRETE SURFACE	(P) REGULAR CURB & GUTTER
(P) AGGREGATE SURFACE	(P) SCREEN WALL OR RETAINING WALL
(P) DRAINAGE BASIN BOUNDARY	
(P) BASIN DESIGNATION	
(P) BASIN AREA IN ACRES	

NOTE:  
(E) - INDICATES EXISTING  
(P) - INDICATES PROPOSED

SITE PLAN APPLICATION (11/25/13)

**INDEX**

- C COVER
- C1.0 TOPOGRAPHIC SURVEY
- C1.1 AERIAL PHOTOGRAPH
- C2.0 DEMOLITION PLAN
- C3.0 SITE PLAN
- C4.0 GRADING PLAN
- C5.0 SANITARY SEWER PLAN
- C5.1 SANITARY SEWER PLAN AND PROFILES
- C5.2 SANITARY SEWER PLAN AND PROFILES
- C5.3 WATER MAIN PLAN
- C5.4 WATER MAIN PLAN AND PROFILES
- C5.5 WATER MAIN PLAN AND PROFILES
- C5.6 WATER MAIN PLAN AND PROFILES
- C6.0 STORM DRAIN PLAN
- C6.1 STORM DRAIN PLAN AND PROFILES
- C6.2 STORM DRAIN PLAN AND PROFILES
- C6.3 RAIN GARDEN CROSS SECTIONS
- C6.4 RAIN GARDEN CROSS SECTIONS
- C7.0 SOIL EROSION CONTROL PLAN
- C7.1 SOIL EROSION CONTROL NOTES
- C7.2 SOIL EROSION CONTROL DETAILS
- C8.0 MISCELLANEOUS DETAILS (DELHI CHARTER TOWNSHIP)
- C8.1 SANITARY SEWER DETAILS
- C8.2 WATER MAIN DETAILS
- C8.3 STORM DRAIN DETAILS
- LP.1 LANDSCAPE PLAN
- LD.1 LANDSCAPE DETAILS
- E1.0 SITE LIGHTING PLAN

DATE	DESCRIPTION	BY
11/21/13	SITE PLAN APPLICATION	SEP
1-10-07	REV. PER EDC LETTER DATED 1/3/07	PAF
1-3-07	REV. PER EDC MEETING ON 12/28/06	PAF
12-28-06	REVISED PER LMSL PHONE CALL ON 12/27/06	AAH
12-2-06	ADDITIONAL GEOLOGIC PER FIRE DEPT.	SEP
12-13-06	REVISED PER OWNERS COMMENTS	SEP
11-13-06	REVISED PER EDC LETTER DATED 11/7/06	PAF
11-7-06	REVISED PER DELHI TOWNSHIP 11/1/06	PAF
10-21-06	REV. PER LMSL PHONE CALL ON 10/20/06	PAF
10-13-06	REVISED PER DELHI SITE PLAN REVIEW	SEP
10-30-06	SUBMITTED FOR REVIEW	
	DATE	DESCRIPTION
		BY

REVISIONS/SUBMITTALS



PREPARED FOR:  
Prestwick Village LDHA LLC  
240 S. Bridge Street, Suite 100  
DeWitt, Michigan 48820

**LSG**  
Engineers & Surveyors

3135 PINE TREE ROAD  
SUITE D  
LANSING, MI 48911  
PH. (517) 393-2902  
FAX (517) 393-2508  
www.lsg-88.com

DATE: NOVEMBER 25, 2013  
PROJECT NO.: 1460  
SHEET NO.: C

**NOTES**

- BENCHMARKS
- SE CORNER OF PORCH SLAB OF HOUSE 8241 MAIN STREET, ELEV. = 883.04
- TOP OF NE FLANGE BOLT ON HYDRANT, EAST SIDE MAIN STREET, 40 FEET SOUTH OF NW PROPERTY CORNER, ELEV. = 878.71
- THE CONTRACTOR SHALL CALL "MISS DIG" AT 1-800-482-7171 AT LEAST THREE (3) WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS) PRIOR TO CONSTRUCTION.
- LSG ENGINEERS & SURVEYORS WILL NOT BE RESPONSIBLE FOR FIELD DESIGN CHANGES MADE BY THE CONTRACTOR OR THE CONTRACTOR'S SURVEYOR WHERE THESE DESIGN CHANGES HAVE NOT BEEN APPROVED BY LSG ENGINEERS & SURVEYORS.
- UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB.
- BUILDING ADDRESS SHALL BE SHOWN ON THE FRONT OF EACH BUILDING IN 18" HIGH LETTERS.

**SITE DATA**

- DEVELOPER:**  
PRESTWICK VILLAGE LDHA LLC  
340 S. BRIDGE STREET, SUITE 100  
DELHI, MICHIGAN 48820  
PHONE: (517) 444-4024
- LOT STATISTICS:**  
AREA: 332,796 SQ.FT.  
7.64 ACRES  
DEED RESTRICTIONS: NONE  
ADDRESS: 2363 CEDAR STREET  
TAX ID NO.: 33-25-05-15-201-00
- ZONING:**  
SITE: R-11 - MULTIPLE FAMILY RESIDENTIAL  
NORTH: R-11 - MULTIPLE FAMILY RESIDENTIAL  
SOUTH: R-10 - HIGH DENSITY ONE- AND TWO- FAMILY RESIDENTIAL  
EAST: C-2 - GENERAL BUSINESS  
WEST: R-10 - HIGH DENSITY ONE- AND TWO- FAMILY RESIDENTIAL
- LAND USE:**  
SITE: RESIDENTIAL  
NORTH: RESIDENTIAL  
SOUTH: RESIDENTIAL  
EAST: RETAIL  
WEST: RESIDENTIAL
- SETBACKS:**  
FRONT: 35' 10" GREENBELT  
SIDE: 35' 20" GREENBELT  
REAR: 20' 10" GREENBELT
- BUILDING STATISTICS:**
  - 1 STORY, 2 BEDROOM BARRIER FREE BUILDING (2 TOTAL)  
HEIGHT: 13'  
AREA: 146 SQ.FT.
  - 1 STORY CLUBHOUSE AND SHED (1 TOTAL)  
HEIGHT: 13'  
AREA: 1,547 SQ.FT.
  - 1 STORY 2 BEDROOM UNIT ATTACHED TO CLUBHOUSE (1 TOTAL)  
HEIGHT: 13'  
AREA: 1,000 SQ.FT.
  - 2 STORY 8 - 3 BEDROOM UNIT BUILDING (3 TOTAL)  
HEIGHT: 23'  
AREA: 4,467 SQ.FT. (PER FLOOR)
  - 2 STORY 8 - 2 BEDROOM UNIT BUILDING (4 TOTAL)  
HEIGHT: 23'  
AREA: 4,024 SQ.FT. (PER FLOOR)
  - 2 STORY 8 - 1 BEDROOM UNIT BUILDING (2 TOTAL)  
HEIGHT: 23'  
AREA: 4,024 SQ.FT. (PER FLOOR)
- PUBLIC TRANSPORTATION:**  
GATA ROUTE 8 WITH STOPS ALONG CEDAR STREET.
- CONSTRUCTION SCHEDULE:**  
START: SUMMER 2014  
FINISH: SUMMER 2014
- SGNAGE:**  
ORDINANCE ALLOWS FOR 100 S.F. SIGN, 4' MAX. HEIGHT AT THE 10' SETBACK OR 100 S.F. SIGN, 8' MAX. HEIGHT AT THE 20' SETBACK.
- ZONING REGULATIONS:**
  - FLOOR COVERAGE RATIO (GROUND FLOOR/LOT AREA)  
50,954 SQ.FT. / 332,796 SQ.FT. = 15.2%
  - FLOOR AREA RATIO (TOTAL FLOOR/LOT AREA)  
146,147 SQ.FT. / 332,796 SQ.FT. = 43.9%
  - RECREATIONAL/COMMUNITY SPACE  
100 SQ.FT. / BEDROOM REQUIRED BY SPECIAL USE PERMIT #2005-248  
190 BEDROOMS PROVIDED = 19,000 SQ.FT. REQUIRED  
24,000 SQ.FT. PROVIDED
  - OPEN SPACE (PREVIOUS AREA/LOT AREA)  
35% REQUIRED BY SPECIAL USE PERMIT #2005-248  
179,351 SQ.FT. / 332,796 SQ.FT. = 53.9% PROVIDED
  - DENSITY (UNITS PER ACRE)  
41 UNITS / 7.64 ACRES = 11.9 UNITS PER ACRE



Scale 1" = 40'

NO.	DATE	DESCRIPTION	BY
1	11/22/2013	ISSUE PLAN FOR APPROVAL	PAF
2	12/10/2013	REV. PER COMMENTS FROM OWNER	PAF
3	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
4	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
5	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
6	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
7	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
8	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
9	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
10	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
11	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
12	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
13	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
14	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
15	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
16	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
17	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
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41	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF
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100	12/10/2013	REV. PER LOCAL PLANNING COMMISSION	PAF

**LSG**  
Engineers & Surveyors

3135 PINE TREE ROAD  
SUITE D  
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Prestwick Village LDHA LLC  
240 S. Bridge Street, Suite 100  
DeWitt, Michigan 48820

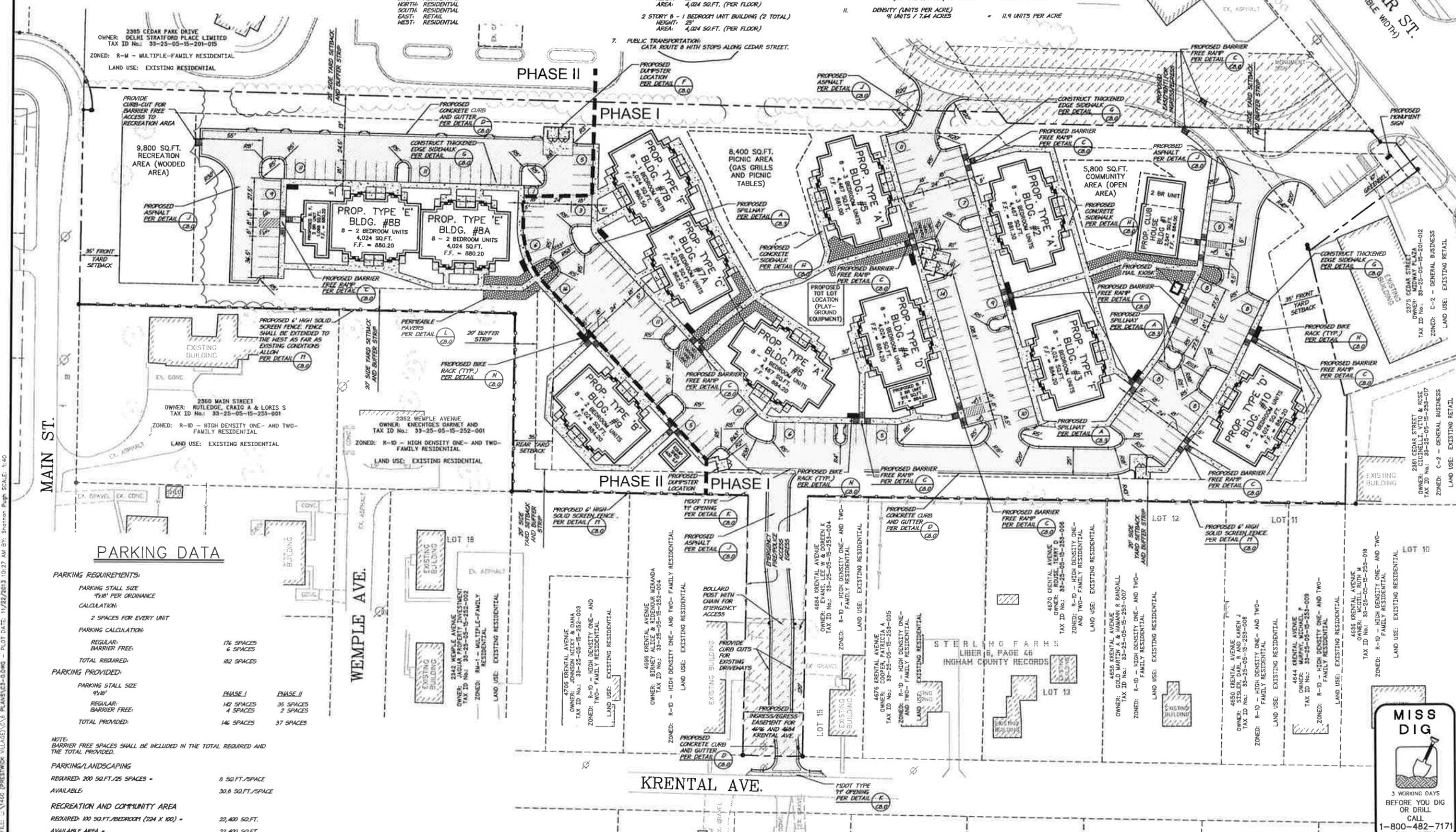
**SITE PLAN FOR**  
**PRESTWICK VILLAGE APARTMENTS**  
DELHI TOWNSHIP  
INGHAM COUNTY, MICHIGAN

**MISS DIG**  
3 WORKING DAYS  
BEFORE YOU DIG  
OR DRILL  
CALL  
1-800-482-7171  
(TOLL FREE)

FILE	C3-0146
DESIGNED BY	PAF
DRAWN BY	SEP
CHECKED BY	AOB
DATE	NOVEMBER 22, 2013
SCALE	1" = 40'
NO.	N/A
PROJECT NO.	1460
SHEET NO.	C3.0

*Pass around*

056'



**PARKING DATA**

**PARKING REQUIREMENTS:**  
PARKING STALL SIZE: 14'x18' PER ORDINANCE  
CALCULATION: 2 SPACES FOR EVERY UNIT

**PARKING PROVIDED:**

	PHASE I	PHASE II
REGULAR:	176 SPACES	35 SPACES
BARRIER FREE:	6 SPACES	4 SPACES
TOTAL REQUIRED:	182 SPACES	39 SPACES
TOTAL PROVIDED:	146 SPACES	37 SPACES

**NOTE:** BARRIER FREE SPACES SHALL BE INCLUDED IN THE TOTAL REQUIRED AND THE TOTAL PROVIDED.

**PARKING/LANDSCAPING**

	8 SQ.FT./SPACE
REQUIRED: 200 SQ.FT./25 SPACES =	16,000 SQ.FT.
AVAILABLE:	30,800 SQ.FT./SPACE

**RECREATION AND COMMUNITY AREA**

	22,400 SQ.FT.
REQUIRED: 100 SQ.FT./BEDROOM (224 X 100) =	22,400 SQ.FT.
AVAILABLE AREA =	22,400 SQ.FT.

FILE: L:\1460 (PRESTWICK VILLAGE)\C3 PLAN\1460-01.DWG - PLOT DATE: 11/22/2013 10:27 AM BY: Shannon High Scale: 1:40

## HISTORIC PRESERVATION

Preserving buildings of historical or architectural significance is an important endeavor as it not only links us to our heritage, but it is also a means of community revitalization. Federal and state agencies have recognized both the historical and economical benefit of maintaining important landmarks and as such they offer various incentives to help revive and refurbish them.

The Gryphon Group is experienced in the historic building preservation process, which includes extensive research of the structure, historic register designation, identification and cataloging of significant features, detailed rehabilitation drawings and a cost analysis of the improvements. A comprehensive understanding of historic programs is paramount to achieving success in historic redevelopment.

PROVIDING SOLUTIONS CALL 517.669.6024

### **Crystal View Apartments – Crystal Falls, MI**

In the early 1900s, the Crystal Inn defined decadence in the small city of Crystal Falls, Michigan. The opulent hotel was a place for weary lumber barons, mining executives and their families to recharge as they traveled through the Upper Peninsula during the great timber harvesting period of the early 20th century. Currently vacant and in disrepair, the Gryphon Group is in the process of bringing the structure back to prominence.

### **Crystal View Apartments – Crystal Falls, MI**



## BROWNFIELD REDEVELOPMENT

Whether it is contamination, functional obsolescence or blight, the Gryphon Group has experience redeveloping and building within Brownfield areas. As more and more downtown redevelopments are taking place, it is quite common that available sites either have existing structures that are no longer operationally functional or they are contaminated. In either scenario, there are programs and grants available to make redeveloping Brownfield sites feasible.

The Gryphon Group has been involved with environmental mitigation, demolition and abatement of hazardous contamination and adaptive reuse and rehabilitation of outdated buildings. As a result, our firm has secured federal and state financing, been awarded Michigan Business Tax Credits and received grant money in order to make redevelopment in Brownfield districts a reality.

PROVIDING SOLUTIONS CALL 517.669.6024

### Kingston Place Apartments – Eaton Rapids, MI

In searching for a site to develop and build an independent senior living community in Eaton Rapids, Michigan, the Gryphon Group chose the former bus garage of the Eaton Rapids School District. Although the existing structures contained minor contaminants and needed to be razed, the surrounding properties were predominantly residential in character and the site had a wonderful view of the Spring Brook River. Remediation included removal of petroleum tanks, asbestos, lead based paints, PCBs and demolition of the buildings. Currently on the site is Kingston Place Senior Apartments, which is a 40-unit development designated for the independent elderly.

Kingston Place Apartments – Eaton Rapids, MI



## GREEN DESIGN

People are becoming more aware of their surroundings and how they affect the environment. As such, Green design standards have been enacted as a means of ensuring the production of more efficient and eco-friendly buildings. At the Gryphon Group we understand the need for implementing Green criteria and more importantly, we have the knowledge to do so in a cost effective and attractive way. Prior to selecting a site we consider several factors such as land usage, walkability, location and capacity of utilities, adaptive reuse of existing structures, avoiding wetlands impact and ability to incorporate alternative energy sources. During plan design we integrate high efficiency mechanical and plumbing systems, low VOC paints, green label carpet and recycled materials, all in an effort to provide a product that has minimal impact on the environment and is cost effective to the user.

The Gryphon Group has the knowledge and ability to build green, which allows developers to help preserve our environment for generations to come. Our development team incorporates green components in each of our developments using criteria from nationally recognized programs such as LEED.

**PROVIDING SOLUTIONS CALL 517.669.6024**

### **Lexington Square Apartments – Fennville, MI**

Located in Fennville, Michigan, Lexington Square Apartments was designed and built using Green criteria. The 49-unit development is in close proximity to the downtown, and is located on a previously used site. It utilizes existing infrastructure, incorporates an extensive rainwater capturing system, and features high efficiency plumbing, electrical, heating, and cooling systems. To add to the healthy living concepts, we also installed green label carpet, ceramic tile, and eco-friendly low VOC paint. By incorporating the environmentally friendly features above, Lexington Square was eligible for and received grant money, which made the development economically feasible. Residents are benefitting from extremely low energy bills, and the many healthy living attributes of this property.

### **Lexington Square Apartments – Fennville, MI**



# MIXED-USE DEVELOPMENT

Over the last ten years, mixed-use design has changed how developers approach building in traditional centers of commerce. In lieu of building single-use developments in several different zoning districts, developers are proposing multi-use projects in one distinct location. The premise for this design concept is that consumers will have several different providers located at one convenient destination. Add housing to the mix and that convenience is now literally at the consumer's doorstep. This type of structure described in one word is "synergy", where the whole is greater than the sum of the individual parts.

The inherent risks involved with mixed-use developments are hitting the mark for demand on all uses in the development and entitlement issues. Having a company that understands market demand for commercial, retail, office and housing is imperative to the success of the development. Equally as important is having a partner that is able to navigate the uncharted waters of zoning approvals for projects of this nature. Typically municipalities don't have a zoning classification for mixed-use projects, which can result in substantial delays to the developer's timetable. The Gryphon Group has developed multiple mixed-use projects so we have the ability to accurately hit our target markets for the proposed uses of the development and we are able to swiftly move through the entitlement process.

PROVIDING SOLUTIONS CALL 517.669.6024

## **The Landing - Marquette, MI**

The Landing is an \$87 million dollar mixed-use development located in downtown Marquette on the shores of Lake Superior. The project is comprised of commercial, retail, office and residential space, which includes shopping, a hotel, professional office space, a marina and condominiums. The Gryphon Group was hired as a consultant to pursue Brownfield Credits from the State as the property was contaminated due to years of industrial use. As a result of our efforts, the developer was awarded \$10 million in Brownfield Credits for the re-development of this beautiful shoreline site.



# HOUSING DEVELOPMENT

As owners of multi-family housing, the Gryphon Group understands the demands and desires of our residents, neighbors and investors. Applying decades of experience, we have refined our ability to provide an aesthetically pleasing development with premium amenities for our tenants, a well conceived and designed site plan for the community and an attractive and profitable investment for our partners. As consultants, we endeavor to maintain an environment for our clients that is conducive to the achievement of excellence and profitability. This is accomplished by clearly defining the end product and then working diligently to realize that goal. The Gryphon Group has the ability to turn a vision into reality as we are well versed in all facets of affordable, market rate and service oriented housing development.

## Affordable Housing

The Gryphon Group has utilized various state and federal loan programs and low-income housing tax credits in order to bring affordable housing developments to fruition. As is often the case in affordable housing, grant money is required in order to make developments feasible. The Gryphon Group has worked with several local, state and federal entities to secure AHP grants, CDBG money, vouchers, HOME Funds and DDA grants. Whether it is financing, syndicating low-income housing tax credits or securing grant funds, the Gryphon Group has the knowledge and experience to structure any type of affordable housing development.

## Market Rate Housing

Our firm also develops luxury rental properties for the affluent that are seeking carefree living with first rate amenities. The Gryphon Group strives to understand the changing desires and needs of this tenant base so that the product that is brought to market is guaranteed to produce. We have worked with and maintain relationships with several local, regional and national banks so that we are able to secure funding for our investors and clients when needed.

## Service Oriented Housing

The structuring of supportive housing developments is typically more complex as continuum of cares must be developed with multiple service providers in order to offer a full range of programs for special needs tenants. The Gryphon Group is currently partnering with non-profit organizations to secure financing for housing of this nature. By working with local and state government agencies our firm has the ability to procure the necessary funding and services for special needs housing.

**Water View Place – DeWitt, MI**



**Barnett Station Townhomes – Shelby, MI**



**Bellevue Place Apartments – Ionia, MI**



**PROVIDING SOLUTIONS**  
CALL 517.669.6024

# COMMUNITY DEVELOPMENT STRATEGIES

In today's environment, municipalities and developers have to be more creative with how projects are planned and financially structured in order to make proposed improvements feasible. In order for community revitalization to occur, diligent planning and unique sources of funding need to be brought into the equation. It is imperative that municipalities and developers generate a strategic plan to achieve their goals. As every locale is different, a new and distinctive plan must be created that is specific to the prospective community. Developing a solid strategy includes, creating a well defined community vision and identifying eligible incentives and sources of funding.

Having a plan is the first step, executing that plan is the next. For municipalities and developers that have already been through the visualization process it can be quite difficult to turn that vision into reality. Unfortunately, several developments do not progress past the initial step. In several cases, there is a disconnect between what the city wants and what a developer is able to accomplish. As a result, no progress is made. The Gryphon Group has been involved with several public-private sector negotiations that has allowed for both parties to move forward and realize their goals. This is achieved by helping the municipality identify and organize a toolbox of incentives to entice developers and encouraging developers to incorporate the community's vision into the proposed improvements.

Ultimately, the end product can take several different forms and be accomplished in numerous ways. The highest and best use of property in a particular community may be residential, commercial, retail, office or all of the above in the form of a mixed-use development. The project can be accomplished via a Brownfield redevelopment, Historic restoration, new build and/or Green Design. The key is finding the right partner that is able to help create a well defined vision, bring resources to the table, facilitate public-private partnerships and provide development solutions for multiple uses. At The Gryphon Group, we are that partner and more.

PROVIDING SOLUTIONS CALL 517.669.6024



# COMPANY PROFILE

The Gryphon Group LLC is a real estate development and consulting firm that specializes in providing community development solutions. With our company, you will find a partner that is well equipped to provide a wide variety of land development strategies. Our proven team of professionals has a track record of success and a reputation steeped in integrity.

At the Gryphon Group, we undertake ventures that are difficult in order to expand our capabilities. We have extensive experience in federal and state loan programs, tax credit syndication and conventional financing. Our firm has worked within Brownfield and Historic Districts, incorporated "Green" design features into our developments and have partnered with non-profit entities to meet a variety of housing needs. Our increasing knowledge base allows us to offer unique features within our properties as well as implement creative financing solutions in order to build quality developments that will withstand the test of time and strengthen their respective communities for years to come.

The Gryphon Group is progressive minded, which is necessary in order to acclimate to ever changing market trends. We participate in continuing education so that we can stay abreast of the latest financing tools, investor funds, planning and land use trends, desired amenities, building products and compliance requirements. In 2007 we completed one of the first "Green" affordable housing developments in the State of Michigan with grant money from the Michigan State Housing Development Authority. In regards to future developments, we are planning for the integration of geothermal, solar and wind power as alternative energy sources in order to reduce operating costs and positively impact the environment. Our goal is to remain on the cutting edge, ensuring our developments are highly marketable to prospective tenants, an asset to the community and profitable to our investors and clients.

## Timothy R. Hovey

Timothy R. Hovey is co-founder and owner of Gryphon Group, LLC. Founded in 2009, Gryphon Group is committed to creating sustainable real estate developments throughout the Great Lakes region. Prior to forming the Gryphon Group, Tim was managing member of The Hovey Companies. Under Tim's leadership, The Hovey Companies portfolio doubled in size and the firm was recognized for building first-rate affordable housing developments with premium amenities. Mr. Hovey specializes in development financing, tax credits, securing investors, loan closings, construction oversight and lease-up. As an owner of several apartment communities throughout the State of Michigan, Tim is responsible for the asset management of over 1,000 apartment units.

### Professional Affiliations:

- Art of Leadership Foundation – Advisory Board Member
- Michigan Housing Council – Member
- Lansing Regional Chamber of Commerce – Member
- Michigan State University Alumnus



Timothy R. Hovey

## Timothy L. Hunnicutt

Tim Hunnicutt is co-founder and owner of Gryphon Group, LLC. Founded in 2009, Gryphon Group is committed to creating sustainable real estate developments throughout the Great Lakes region. Prior to the formation of the Gryphon Group, Tim Hunnicutt joined The Hovey Companies, LLC in 2004 pursuing a life long goal to develop real estate. His exodus from 16 years of employment with the State of Michigan and 20 plus years of construction experience, provide a unique combination of commitment to public service, fluency with governmental programs, interagency relationships, project management and residential construction and design. His experience and professionalism are key assets in tackling today's development challenges and creating project specific strategies to meet the varying needs and visions of all communities.

### Professional Affiliations:

- Licensed Builder – State of Michigan
- City of DeWitt Planning Commissioner
- City of DeWitt Economic Development Committee
- Lansing Community College Architect Advisory Committee
- Lansing Regional Chamber of Commerce Member
- Springbrook Homeowners Association President
- Michigan Housing Council
- Art of Leadership Foundation
- Dewitt Creativity Group
- U.S. Green Building Council
- Michigan Chamber of Commerce
- National Trust for Historic Preservation



Timothy L. Hunnicutt



PROVIDING SOLUTIONS CALL 517.669.6024

# KINGSTON PLACE

An Elegant Retirement Community

501 King Street, Eaton Rapids, MI 48827 • 517-663-1900

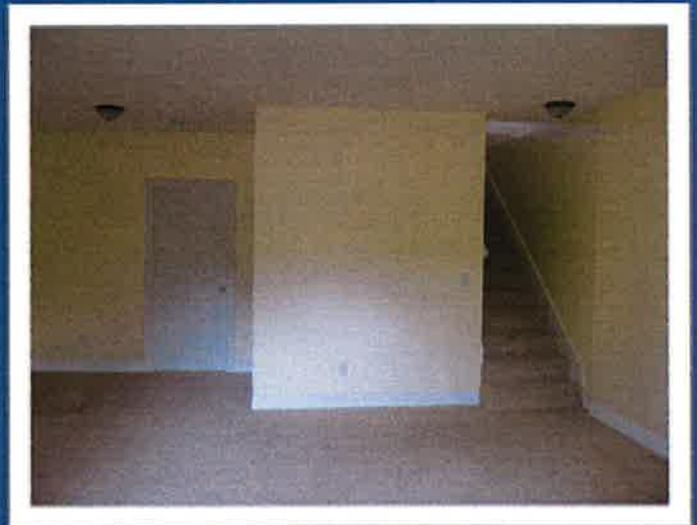


In searching for a site to develop and build an independent senior living community in Eaton Rapids, Michigan, the Gryphon Group chose the former bus garage of the Eaton Rapids School District. Although the existing structures contained minor contaminants and needed to be razed, the surrounding properties were predominantly residential in character and the site had a wonderful view of the Spring Brook River. Remediation included removal of petroleum tanks, asbestos, lead based paints, PCBs and demolition of the buildings. Currently on the site is Kingston Place Senior Apartments, which is a 40-unit development designated for the independent elderly.

Gryphon Group, LLC • 11673 Hidden Spring Trail, DeWitt, MI 48820 • 517-669-6024

# WATER VIEW PLACE

225 S. Bridge Street, DeWitt, MI 48820 (517) 282-0500



Water View Place is a market-rate development located on the Looking Glass River in DeWitt, Michigan. Financed by MSU Federal Credit Union, this Brownfield redevelopment transformed the property from a blighted area in DeWitt's downtown to a vibrant residential center in the city's core. Green design features such as rain gardens, an underground water storage vault and high-efficiency mechanicals were incorporated into this development in order to lessen the environmental impact of the project and to provide greater utility efficiencies for the tenants.

Gryphon Group, LLC • 11673 Hidden Spring Trail, DeWitt, MI 48820 • (517) 669-6024

# Crystal View



**ELEGANT DOWNTOWN LIVING**

**400 SUPERIOR AVE., CRYSTAL FALLS, MI 49920 • (906) 875-6077**



**IN THE EARLY 1900s, THE CRYSTAL INN DEFINED DECADENCE IN THE SMALL CITY OF CRYSTAL FALLS, MICHIGAN. THE OPULENT HOTEL WAS A PLACE FOR WEARY LUMBER BARONS, MINING EXECUTIVES AND THEIR FAMILIES TO RECHARGE AS THEY TRAVELED THROUGH THE UPPER PENINSULA DURING THE GREAT TIMBER HARVESTING PERIOD OF THE EARLY 20<sup>TH</sup> CENTURY. IN 2010 GRYPHON GROUP, LLC COMPLETED THE HISTORIC REHABILITATION BRINGING THIS LANDMARK BUILDING BACK TO PROMINENCE IN THE COMMUNITY.**

**Gryphon Group, LLC • 11673 Hidden Spring Trail, DeWitt, MI 48820 • (517) 669-6024**

**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 12, 2013

**RE:** Resolution No. 2013-030 – Authorizing the Issuance and Delegating the Sale of Charter Township of Delhi 2014 Refunding Bonds

---

Enclosed for your review and approval is Resolution No. 2013-030 which would authorize and delegate the sale of Charter Township of Delhi 2014 Refunding Bonds.

According to our Township Financial Consultant Tom Traciak, of H.J. Umbaugh & Associates, the prevailing low interest rates along with the Township's option in 2014 to redeem our "2003 Capital Improvement Bonds" make those bonds attractive for refunding with an estimated savings approaching \$100,000.

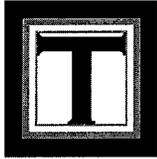
In order to realize this savings over the life of the new bond we would sell the new "2014 Refunding Bonds" in an amount not exceeding \$1,585,000 which would be used to pay off the prior "2003 Capital Improvement Bonds" plus the cost of issuance (\$27,250).

The new bonds are projected to carry an interest rate of approximately 1.5% below the current average coupon rate of 4.49% over the same 10 year period as the prior bonds. This refunding is estimated to save over 6% of the cost of the prior bonds while the resolution requires a minimum savings of 2%.

Therefore, I recommend approval of refunding the outstanding 2003 Capital Improvement Bonds as the Charter Township of Delhi 2014 Refunding Bonds.

**Recommended Motion:**

**To adopt Resolution No. 2013-030 which would authorize and delegate the sale of the Charter Township of Delhi 2014 Refunding Bonds.**



**THRUN**  
L A W F I R M, P. C.

U.S. MAIL ADDRESS  
P.O. Box 2575  
EAST LANSING, MI 48828-2575  
PHONE: (517) 484-8000  
FAX: (517) 484-0041  
FAX: (517) 484-0081  
  
ALL OTHER SHIPPING  
2900 WEST ROAD, SUITE 400  
EAST LANSING, MI 48823-1391

MICHAEL D. GRESENS  
(517) 374-8838

December 10, 2013

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

Re: Proposed Refunding Bond Issue - 2003 Capital Improvement Bonds

Dear John:

Enclosed are the following:

1. Four copies of a "parameters resolution" for consideration by the Township Board. The refunding bonds are for the purpose of refinancing the Township's outstanding 2003 Capital Improvement Bonds. After adoption, please have all copies of the resolution **manually executed**, retain one executed copy with meeting minutes, and return all remaining executed copies to me. **Do not complete or sign the exhibits attached to the resolutions.**

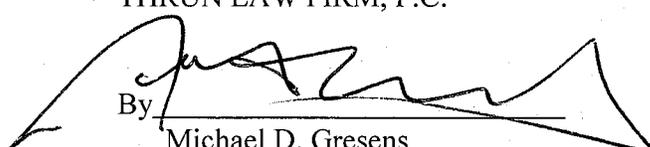
2. A signature sheet which both the Township Supervisor and Township Clerk must sign at least five times under their respective office title, separating the signatures far enough so that they do not overlap. Please return this to our office.

Please also provide me with a copy of the most recent audit and a copy of the fiscal year 2014 budget figures.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

THRUN LAW FIRM, P.C.

By 

Michael D. Gresens

MDG/clb  
Enclosures

cc: H.J. Umbaugh & Associates (via e-mail)  
Fredric G. Heidemann, Esq.

RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF  
CHARTER TOWNSHIP OF DELHI  
2014 REFUNDING BONDS

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

A regular meeting of the Township Board of Trustees (the "Board") of the Township was held in the \_\_\_\_\_ in the Township, on the 17th day of December, 2013, at \_\_\_\_\_ o'clock in the \_\_\_\_\_.

The meeting was called to order by \_\_\_\_\_, Supervisor

Present: Board Members

Absent: Board Members

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

**WHEREAS:**

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the Issuer to refund all or part of its bonded indebtedness; and
2. The Issuer has received a recommendation from H.J. Umbaugh & Associates, Certified Public Accountants, LLP to refund all or part of that portion of the outstanding 2003 Capital Improvement Bonds of the Issuer, dated November 1, 2003, in the original amount of \$2,500,000, which are callable on or after March 1, 2014, and are due and payable March 1, 2015 through March 1, 2024, inclusive (the "Prior Bonds"); and
3. The Issuer may have the opportunity to directly place the refunding issue with a sophisticated investor or commercial bank for the purpose of refunding all or a portion of the outstanding Prior Bonds; and
4. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds.

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

1. Bonds of the Issuer designated 2014 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$1,585,000, as finally determined upon placement or sale thereof, for the purpose of refunding all or a portion of the Prior Bonds. The Bonds shall be dated the date of delivery, or such other date as established at the time of placement or sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon placement or sale, payable on September 1, 2014 and

semiannually thereafter on March 1 and September 1 in each year; and shall mature on March 1 in each year to be subsequently determined by the Issuer's Township Manager or the Supervisor, in the final principal amounts determined upon placement or sale and shall be subject to redemption in the amounts, times, in the manner and at the prices determined upon placement or sale of the Bonds.

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

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

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

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

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

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

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

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

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

8. The Supervisor and Clerk be, and they are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

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

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2014 TOWNSHIP BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

10. The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with fiscal year 2014 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full. There shall be levied upon the tax rolls of the Issuer in each year, commencing with the tax year 2014, for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections being taken into consideration in arriving at the estimate. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued. The Issuer not having the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

11. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of those Prior Bonds set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of the placement or sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2014 BOND ISSUANCE FUND. Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

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

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

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

15. The Issuer hereby determines that the process of soliciting bids for the Bonds by publishing a Notice of Sale in a publication as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than the process of obtaining bids/offers through the distribution of a solicitation for bids or negotiating the sale of the Bonds through a direct placement to a sophisticated investor or commercial bank, and that such a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions, flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Bonds, and also reduce the costs of issuance for the Bonds. The Issuer hereby authorizes the distribution of a Solicitation for Bids and/or Marketing Bulletin to solicit bids/offers for the sale of the Bonds to a sophisticated investor or commercial bank. The Township Manager or Supervisor is authorized to execute any documents or agreements necessary to evidence or consummate the direct placement of the Bonds, subject to the requirements of paragraph 18 below.

16. The Township Manager or the Supervisor is authorized to approve circulation of a Preliminary Official Statement or Marketing Bulletin describing the Bonds.

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

- a. File with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. If deemed advisable by the Issuer's financial consultant, request a waiver of the maturity limitations as set forth in the Application for Waiver and/or a waiver of the Department's requirement that ratings be obtained from a nationally recognized ratings agency.
- c. If necessary, execute and deliver a Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and

the Agreement shall constitute, and hereby is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

18. The Township Manager's or the Supervisor's authorization to make a direct placement of the Bonds, or otherwise to approve the sale of the Bonds, is subject to the following parameters:

- a. the Placement Agent/Underwriter spread shall not exceed \$2.50 per \$1,000 (0.25%);
- b. the average true interest rate on the Bonds shall not exceed 6.0%;
- c. the present value savings from the refunding shall not be less than 2.0% of the par of the Prior Bonds; and
- d. the receipt of express written recommendation of the Issuer's financial consulting firm identified below to accept the terms of the direct placement or sale of the Bonds.

19. The Township Manager or the Supervisor is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to a sophisticated investor or commercial bank for a direct placement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) if necessary, deem the Preliminary Official Statement or Marketing Bulletin for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) if necessary, execute and deliver a final Official Statement on behalf of the Issuer.

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

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

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

23. The financial consulting firm of H.J. Umbaugh & Associates is hereby appointed as financial consultants to the Issuer with reference to the issuance of the Bonds herein authorized.

24. The Township Manager or the Supervisor may designate the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended, if, in making said designation, the Township Manager or the Supervisor determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2014 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation," then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds may be designated by the Township Manager or the Supervisor as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations."

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

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

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

---

Evan Hope, Clerk  
Charter Township of Delhi

The undersigned duly qualified and acting Clerk of the Charter Township of Delhi, Ingham County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees at a regular meeting held on December 17, 2013, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

---

Evan Hope, Clerk  
Charter Township of Delhi

MDG/clb

EXHIBIT A

[No.]  
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF INGHAM  
CHARTER TOWNSHIP OF DELHI  
2014 REFUNDING BOND  
(GENERAL OBLIGATION - LIMITED TAX)

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

CHARTER TOWNSHIP OF DELHI, COUNTY OF INGHAM, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on \_\_\_\_\_, 2014, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the \_\_\_\_\_ office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of Bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_ issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and resolutions duly adopted by the Township Board of Trustees of the Issuer on December 17, 2013 and January \_\_\_\_, 2014, for the purpose of refunding all or a portion of a certain prior bond issue of the Issuer.

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

the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after March 1, 2022, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after March 1, 2021, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on March 1, 20\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
March 1, ____	\$
March 1, ____	
March 1, ____	
March 1, ____ (maturity)	

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

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

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner

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

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

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

**IN WITNESS WHEREOF**, Charter Township of Delhi, County of Ingham, State of Michigan, by its Township Board of Trustees, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Supervisor and countersigned by the manual or facsimile signature of its Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed, as of \_\_\_\_\_, 2014, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

Countersigned:

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

\_\_\_\_\_  
Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

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

By \_\_\_\_\_  
Authorized Signatory

-----  
ASSIGNMENT

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

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

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

Signature Guaranteed:

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

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

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

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B

FORM OF  
CONTINUING DISCLOSURE AGREEMENT

§ \_\_\_\_\_  
CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN  
2014 REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by Charter Township of Delhi, County of Ingham, State of Michigan (the "Issuer"), in connection with the issuance of \$ \_\_\_\_\_ 2014 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Board of Trustees of the Issuer on December 17, 2013 and January \_\_\_\_, 2014 (the "Resolutions"). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

"MSRB" shall mean the Municipal Securities Rulemaking Board.

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

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2014.

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

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

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

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

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

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

### SECTION 3. Provision of Annual Reports.

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

financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

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

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

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

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

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

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

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

## SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

Dated: \_\_\_\_\_, 2014

**APPENDIX A**

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

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

Name of Bond Issue: 2014 Refunding Bonds (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2014

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

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



**APPENDIX B**

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

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

Name of Bond Issue: 2014 Refunding Bonds, Series A (General Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2014

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

CHARTER TOWNSHIP OF DELHI  
COUNTY OF INGHAM  
STATE OF MICHIGAN

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

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



**APPENDIX C**

**SIGNIFICANT EVENT NOTICE COVER SHEET**

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

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

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

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

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

**Description of Significant Events Notice (Check One):**

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

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

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

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

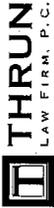
Employer: \_\_\_\_\_

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

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

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

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



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

The Supervisor and Clerk of the Charter Township of Delhi should sign their names at least five times in black ink leaving space between the signatures in the space below. These signatures are required in order to print the facsimile signatures on the bonds.

**SUPERVISOR'S SIGNATURE**

**CLERK'S SIGNATURE**

**ALSO**, please **type** in the names of the Supervisor, Clerk and Treasurer (as they sign legal documents) on the lines as indicated below:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

(Please notify our office if the names of the officers should change during this issue.)



**Delhi Charter Township  
Department of Community Development**

## **MEMORANDUM**

TO: John B. Elsinga, Township Manager

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

DATE: December 11, 2013

RE: Prestwick Village PILOT – Ordinance No. 126

Enclosed for your review and approval is Ordinance No. 126 which would provide for a service charge in lieu of taxes for the proposed Prestwick Village Apartment development. This project includes the redevelopment of property located at 2363 Cedar Street. This is the site of the former Holt Manor Mobile Home Park and the redevelopment plan calls for the construction of up to 91 units of high-quality apartments.

The primary purpose of providing a PILOT (Payment In Lieu Of Taxes) for this housing project is to support the developer's efforts to secure necessary tax credits and financing from the Michigan State Housing Development Authority (MSHDA). MSHDA's participation in the project will enable some of the newly constructed units to be made available to families with incomes below the area median income level. Providing safe, high-quality housing options at all income levels is important to Delhi Township families and our community as a whole.

This ordinance will remain in effect so long as the project has any MSHDA or other federally-aided mortgage. These financing mechanisms stipulate that affordable units be made available, so there is no risk that the owner would benefit from the PILOT should the apartments later become entirely market rate. The annual service charge (i.e. the amount that will be paid to the Township instead of the normal ad valorem property tax) will be equal to 4% of current rents or \$10,000, whichever is more. The service fee will be due on June 30<sup>th</sup> of each year.

Since the redevelopment of this property has been a goal of the community for many years, and the provision of quality affordable housing is important, I recommend that the Board approve the proposed ordinance. Please forward this information, along with your concurrence, to the Board for first consideration at their upcoming December 17<sup>th</sup> meeting. If you have any questions, or require additional information, please do not hesitate to ask. Thank you.

### **Recommended Motion:**

**Upon introduction and first consideration, to adopt Ordinance No. 126 for the purpose of issuing a PILOT (Payment In Lieu Of Taxes) for Prestwick Village LDHA, LLC for property located at 2363 Cedar Street (Proposed Township Ordinance No. 126).**

DELHI CHARTER TOWNSHIP  
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 126

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 LOW-INCOME FAMILIES 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. This Ordinance shall hereafter be known and cited as the "Charter Township of Delhi Payment in Lieu of Taxes Ordinance — Prestwick Village Apartments."

SECTION II. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and for its elderly citizens and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401 *et seq.*). The Township is authorized by said Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act at an amount it chooses, not to exceed the taxes that would be paid but for the Act. It is further acknowledged that such housing for persons of low income is a public necessity, and the Township will be benefited and improved by such housing. The encouragement of the same by providing certain real-estate tax exemption therefore is a

valid public purpose; further, that the continuance of the provisions of this article for tax exemption and the service charge in lieu of taxes during the periods hereinafter contemplated are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance thereon.

The Township acknowledges that the Owner has offered, subject to receipt of a mortgage loan from the Michigan State Housing Development Authority, to erect, own and operate the housing development to be known as Prestwick Village Apartments on certain property located at 2363 Cedar Street, in Delhi Charter Township, Ingham County, State of Michigan, which is legally described in Section IV, below, to serve persons of low income, and that the Owner has offered to pay the Township on account of this housing development an annual service charge for public services in lieu of taxes.

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

(a) “Authority” shall mean the Michigan State Housing Development Authority.

(b) “Act” shall mean the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

(c) “Contract Rent” shall mean the rent, from all sources, paid or payable to the Owner, for housing for Low Income Persons and Families within the Exempt Area, exclusive of utilities.

(d) “Exempt Area” shall be that portion of the property described herein which is utilized for multifamily housing pursuant to a regulatory agreement (or regulatory agreements) between the Owner (as applicable) and the Authority, providing for construction or rehabilitation and operation of housing for Low Income Persons and Families pursuant to Act 346 of 1966, as amended. The Exempt Area may include a split of the property into two separate tax parcels for the development of housing in two phases, with separate and distinct ownership.

(e) “Low Income Persons and Families” shall mean low income persons and families as defined in Section 15(a)(7) of the Act.

(f) “Mortgage Loan” means a loan or loans made by the Authority to the Owner for the construction and/or permanent financing of the Exempt Area.

(g) "Owner" shall mean Prestwick Village LDHA LLC, the Sponsor, or its/their successors and assigns and all persons, corporations, partnerships or other entity having an interest in the Exempt Area.

(h) "Persons with disabilities" means persons with disabilities defined in the Persons with Disabilities Civil Rights Act, as amended, MCL 37.1101 *et seq.*

(i) "Sponsor" shall mean Gryphon Group LLC, a Michigan limited liability company.

SECTION IV. 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:

PROPERTY ADDRESS: 2363 Cedar Street, Holt, Michigan 48842

PARCEL: 33-25-05-15-201-016, Delhi Charter Township

LEGAL DESCRIPTION: A parcel of land in the Northeast ¼ of Section 15, Township 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, also, the West ½ of Lot 15, Sterling Farms Subdivision, as recorded in Liber 6 of plats, Page 46, Ingham County Records being more particularly described as follows: Commencing at the North ¼ Corner of Section 15, T3N, R2W; thence S 00°44'55" W, 1325.79 feet along the North-South ¼ line to the Northeast Corner of Sterling Farms No. 2; as recorded in Liber 8 on page 16 of the Ingham County records and the point of beginning of the following described parcel; thence S 88°27'58" E, 8.18 feet to the East right of way line of Main Street; thence along said Easterly right of way line on a curve to the left, 20.35 feet, said curve having a radius of 66.75 feet, a delta angle of 17°28'04", and a chord bearing N 07°52'28" E, 20.27 feet; thence S 88°27'58" E, 803.51 feet; thence S 38°38'38" E, 12.11 feet; thence S 88°28'48" E, 321.45 feet to the Westerly line of State Highway U.S. 127 (Cedar Street) 43 feet from centerline; thence on a curve to the left, 13.27 feet, said curve having a radius of 5678.72 feet, a delta angle of 00°08'02" and a chord bearing S 38°59'05", 13.27 feet along said Westerly line to the East-West 1/8 line of the Northeast ¼ of Section 15; thence S 89°15'15" E, 13.02 feet along said 1/8 line to the Westerly line of State Highway U.S. 127 (Cedar Street) 33 feet from the centerline; thence on a curve to the left, 31.08 feet, said curve having a radius of 5678.67 feet; a delta angle of 00°18'49" and a chord bearing S 37°22'46" E, 31.08 feet along said Westerly line; thence S 53°38'13" W, 119.00 feet; thence S 13°21'42" E, 130.98 feet; thence N 71°51'35" E, 2.38 feet; thence S 01°13'28" W, 98.50 feet along the Northerly Extension of the East line of Lot 11 of Sterling Farms Subdivision, as recorded in Liber 6, Page 46, of the Ingham County records to

the Northeast Corner of said Lot 11; thence N 88°57'32" W, 472.40 feet along the North line of Sterling Farms Subdivision to the Northeast corner of the West ½ of Lot 15, Sterling Farms Subdivision, thence S 01°13'28" W, 228.50 feet along the East line of the West ½ of Lot 15, Sterling Farms Subdivision; thence N 88°15'13" W, 52.35 feet along the South line of Lot 15 Sterling Farms Subdivision; thence N 01°13'28" E, 227.85 feet along the West line of Lot 15, Sterling Farms Subdivision to the Northwest corner of Lot 15, Sterling Farms Subdivision; thence N88°57'32" W, 207.84 feet along the North line of Sterling Farms Subdivision, thence N 00°44'55" E, 156.50 feet along a line parallel to the North-South ¼ line; thence N 88°57'32" W, 384.00 feet along a line parallel to the North line of Sterling Farms Subdivision; thence N00°44'55" E, 172 feet along the North-South ¼ to the point of beginning. Entire parcel containing 7.64 acres, more or less, and subject to any easements or restrictions of use or record.

PROVIDED, however, that the Exempt Area shall be limited to that portion of the above-described property utilized for housing of Low Income Persons and Families (including Persons with disabilities) 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 or has been approved as such by the Township Planning Commission.

SECTION V. Reserved.

SECTION VI. Annual Service Charge: That, following both the commencement of construction and receipt of a certified notification from the Authority that the Owner qualifies for such exemption, 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 paid in the same manner as general property taxes are payable to the Township (including, without limitation, administrative fees, late payment penalties, and interest as authorized by law), except that the annual payment shall be paid on or before June 30 of each year, and shall be equal to four (4%) percent of the Contract Rents received during the previous twelve (12) month period, or Ten Thousand and No/100 Dollars (\$10,000.00), whichever is greater. Notwithstanding the foregoing, for any tax year in which the Exempt Area has not received Contract Rents for a full twelve months because the Exempt Area was undeveloped during a portion of such year, then the annual service charge in such year shall be the greater of the four (4%) percent of the Contract Rents received during the previous twelve (12) month period or the ad valorem

property taxes which would otherwise be payable as to the undeveloped Exempt Area. 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 VII. 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 VIII. Pro-Rata Taxation in 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 tax would have been assessed but for the exemption granted hereunder.

SECTION IX. 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 VIII 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 X. Tax Exemption Effective Date, Termination Date; Maximum Exemption Period: The exemption from taxation created herein and all the other provisions of this Ordinance shall be effective from the date the Exempt Area is acquired by the Owner and shall continue as set forth herein. The exemption provided herein shall not continue beyond the life of any current or future Authority-aided or federally-aided mortgage obtained by the Owner with reference to the Exempt Area for the purpose of acquiring and/or construction of housing for Low Income Persons and Families (including Persons with disabilities). A copy of any said mortgage(s) shall be filed with the Township Clerk. The foregoing notwithstanding, no exemption granted hereunder shall extend for more than fifty (50) years from the date of the enactment of this ordinance.

SECTION XI. 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 pursuant to Section XIII, below, 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 XII. 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 or rehabilitation of housing for Low Income Persons and Families (including Persons with disabilities), the Township recognizes that the Owner and the Authority are relying upon the terms hereof.

SECTION XIII. Contractual Effect of Ordinance: Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the Township and the Owner with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. Failure of the Owner to pay the annual service charge when due and to operate and maintain said Exempt Area so as to be eligible for a payment in lieu of taxes as provided in this article or a judicial determination of a material violation

of the Act or regulations of the Authority shall be deemed to be a violation of this article and default hereunder. Notice of such violation shall be provided to the Owner and the Authority and, if not cured within thirty (30) days after the date of notice, the Township may revoke the article.

SECTION XIV. 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.

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## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 12, 2013

**RE:** Acceptance of Land Gift from Oldcastle APG South, Inc.

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Enclosed for your review and acceptance is a copy of the Real Property Donation Agreement between Delhi Charter Township and Oldcastle APG South, Inc. along with a Quit Claim Deed (Exhibit B) for the property donation located at 4136 and 4184 Willoughby Road. This Agreement was executed in October in order to give the Township the ability to access property for environmental studies and conduct title searches but does not become final until Board approval as stipulated in Section 19.

This deed represents 38.5 acres on Willoughby Road. The Township did have a Phase I Environmental Site Assessment and title search and found no real concerns. This property is zoned Multi-Family and may either be held for public purpose or eventually offered for private development.

Therefore, I recommend the township accept this land gift from Oldcastle APG South, Inc.

**RECOMMENDED MOTION:**

**To approve the Real Property Donation Agreement between Delhi Charter Township and Oldcastle APG South, Inc. and the Quit Claim Deed for the real property donation of approximately 38.5 acres (Tax Parcel No. 33-25-05-11-452-001, 004 and 005) located at 4136 and 4184 Willoughby Road.**



## MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: December 10, 2013

RE: Property Donation

As you know, we were contacted in late September by a representative of Oldcastle, who is the current owner of the property at 4184 Willoughby Road (former home of Décor Precast). The company expressed an interest in donating the property to the Township and inquired about our interest. After some internal discussion, we determined that the appropriate course of action would be to enter into the attached donation agreement with the property owner. This step was completed at the end of October and the agreement gives us permission to access the site to conduct inspections and to complete our pre-acquisition due diligence.

To that end, we have completed title work and believe that a title insurance policy in the amount of \$500,000 can be secured. The title work revealed two old mortgages that had been previously discharged, but not recorded. Oldcastle's attorney is working to record discharges, or provide them to us if that proves simpler. Assuming this occurs, there do not appear to be any other unexpected exceptions that would appear on the title policy. This means that the warranty deed we would receive should be marketable and our interest would be secured.

We have also completed environmental assessment work for the property including an updated Phase I Environmental Site Assessment (Phase I), Due Care Plan (DCP) and Baseline Environmental Assessment (BEA). The Phase I update revealed that there are low levels of metals present in shallow groundwater and soils in specific areas of the property where fill materials had been previously placed. The DCP indicates that no environmental response (i.e. "cleanup") is necessary at this time. However, proper precautions will need to be taken if future development occurs. None of the Due Care activities that will be necessary at development appear to be particularly problematic or of great concern. Lastly, the BEA has been developed and will be submitted to the Michigan Department of Environmental Quality if the Township takes ownership of the property. The BEA serves as a benchmark regarding the current environmental conditions on the site and serves to limit the Township's liability associated with those conditions in the future.

The Phase I also identified the presence of existing water well on the property. This well will need to be properly abandoned by the Township in the near future. We are in the process of obtaining bids for this work, but based on what we have received so far we're expecting this

cost to be under \$5,000. The only other obvious consideration at this time is whether or not we would want to remove the concrete bins (see air photos) or do any grading in or around the pond. This would certainly not be required, but may be something that we decide is desirable. These decisions could be made at some future point in time or may occur naturally as a function of development in the future. The bottom line is that nothing has been revealed by the environmental work that would cause us to not want the property.

Although no end use for the property has currently been identified, there will be time for the Township to deliberate. The property can be held for public use, or could be offered for future private development. If the Township disposes of the property in the future, any proceeds would have to be used for public purpose.

The property is approximately 38.5 acres in size and contains a small lake. It is fairly flat, but has a privacy berm along the south and west property lines. The west side of the property borders the railroad tracks and there is approximately 1,241' of frontage on Willoughby Road. It is currently zoned RM: Multi-family and the Township Master plan supports this future development pattern. A map of the site is attached for your information.

All of the above considered, I would recommend that the Township proceed with the donation. The owner has stipulated, via the Donation Agreement that the closing must occur by the end of this year. We will need to move quickly to meet this requirement given the quickly approaching holidays. I would suggest that we forward this information to the Township Board for their consideration and action at the upcoming December 17<sup>th</sup> meeting. As always, please let me know if you need any additional information or have any questions. Thank you!

## REAL PROPERTY DONATION AGREEMENT

This Donation Agreement (this "*Agreement*") is entered into as of October 30, 2013, by and between Oldcastle APG South, Inc., a North Carolina corporation, d/b/a Northfield Block Company having a mailing address of One Hunt Court, Mundelein, IL 60060 ("*Donor*") and Delhi Charter Township, a Michigan charter township organized and operating under the provisions of the Charter Township Act, MCL 42.1, *et seq.*, as amended, having a mailing address of 2074 Aurelius Road, Holt, Michigan 48842 (the "*Donee*").

### R E C I T A L S:

**WHEREAS**, Donee is a municipality of the State of Michigan and the contribution will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "*Code*").

**WHEREAS**, the Donor owns certain real property comprised of approximately thirty-nine (39) acres, more or less, of land located in the Charter Township of Delhi, Ingham County, Michigan, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the "*Real Property*");

**WHEREAS**, upon completion of certain conditions precedent, the Donor wishes to donate and contribute the Real Property to Donee and Donee wishes to accept such donation, all in accordance with the terms of this Agreement; and

**WHEREAS**, the parties hereto wish to specify the timing, conditions and terms of the donation.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Donor and Donee agree as follows:

### W I T N E S S E T H:

1. **Donation and Acceptance.** Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Real Property subject to the terms, conditions and provisions hereof.
2. **Donative Intent.** The Real Property is being donated by the Donor to Donee as a charitable gift.
3. **Conveyance.** The conveyance by the Donor of the Real Property to Donee shall be by quit-claim deed in the form of Exhibit "B" attached hereto and incorporated herein by reference (the "*Deed*").
4. **Title and Survey.** At Donee's election and at its sole cost and expense, Donee may obtain a title commitment for an ALTA Owner's Policy of Title Insurance insuring title to the

Real Property to Donee to be issued by a title company acceptable to Donee. At Donee's election, and Donee's sole cost and expense, Donee may obtain a survey or surveyor's certificate for the Real Property.

5. **Inspections.** The Donee for its agents, representatives and/or independent contractors shall have the right and license to enter upon the Real Property for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetland and flood plan evaluations, water and perk tests, and like, all of which inspections and due diligence shall be completed within sixty (60) days from the date that the last party to this Agreement executes same ("Due Diligence"). The Donee shall advise the Donor on or before five (5) business days following the expiration of the Due Diligence if it is not satisfied with the condition of the Real Property. If so, this Agreement shall terminate in its entirety. Donee shall pay all costs incurred in making such surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetland and flood plan evaluations, water and perk tests, and the like. Donee agrees not to provide Donor with any information or copies relating to such, tests, analyses or investigations unless requested by Donor in writing. Donee shall be responsible for any and all claims, damages or other liability arising from or caused by Donee's entry onto the Real Property or the entry of any agent of Donee onto the Real Property for the purposes described in this Section 5, and, notwithstanding anything contained herein to the contrary, said responsibility shall survive Closing or any termination of this Agreement.

6. **Donor Warranties and Representations.** Donor represents and warrants to Donee as follows:

(a) The Donor is a duly organized and validly existing corporation under the laws of the State of North Carolina and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) The Donor is not a "nonresident alien," "foreign corporation," "foreign partnership," "foreign limited liability Donor," "foreign trust" or "foreign estate" within the meaning of Code Section 1445 and any related Treasury Regulations.

(c) To the best knowledge of the Donor, there are no hazardous substances located in or on the Real Property.

(d) All Real Property taxes and assessments have been paid as of the date stated above.

7. **Donor's Disclaimer of all other Warranties and Representations.** DONEE ACKNOWLEDGES AND AGREES THAT (a) THE REAL PROPERTY SHALL BE CONVEYED, AND DONEE SHALL ACCEPT THE REAL PROPERTY ON THE CLOSING DATE, "AS IS, WHERE IS, WITH ALL FAULTS"; (b) EXCEPT FOR DONOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6 OF THIS AGREEMENT, AND ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE DOCUMENTS DELIVERED BY DONOR AT CLOSING (HEREIN COLLECTIVELY CALLED THE "DONOR'S WARRANTIES"), NEITHER THE DONOR, NOR ITS AFFILIATED COMPANIES, INCLUDING ITS COUNSEL, NOR

ANY MEMBER, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, NOR AFFILIATE OF DONOR, NOR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING (ALL OF WHICH PARTIES ARE HEREIN COLLECTIVELY CALLED THE "COMPANY PARTIES") HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO DONEE WITH RESPECT TO THE REAL PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF) OR THE RESULTS OF ANY INVESTIGATIONS RELATED TO THE REAL PROPERTY PREVIOUSLY CARRIED ON BY DONOR; AND (C) DONEE HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO THE DONATION OF THE REAL PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR DONOR'S WARRANTIES, DONEE IS NOT RELYING ON (AND DONOR DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR, AS TO: (i) THE OPERATION OF THE REAL PROPERTY, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (ii) THE PHYSICAL CONDITION OF THE REAL PROPERTY OR THE CONDITION OR SAFETY OF THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUITABILITY OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (iii) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE REAL PROPERTY; (vii) THE ACCURACY OF ANY STATEMENTS, CALCULATIONS OR CONDITIONS STATED OR SET FORTH IN DONOR'S BOOKS AND RECORDS CONCERNING THE REAL PROPERTY; (viii) THE OPERATING PERFORMANCE, THE INCOME AND/OR EXPENSES OF THE REAL PROPERTY; OR (ix) THE ABILITY OF DONEE TO OBTAIN ANY AND ALL NECESSARY OR DESIRED GOVERNMENTAL APPROVALS OR PERMITS FOR DONEE'S INTENDED USE OF THE REAL PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THE DONOR IS NOT UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES (EXCEPT WITH RESPECT TO DONOR'S WARRANTIES AS SET FORTH IN SECTION 5 OF THIS AGREEMENT) OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO THE DONOR.

8. Waiver and Release. Donee waives and releases Donor from any and all liability relating to any claims arising out of any events or actions occurring on the Real Property after the Closing hereof.

9. Donee Warranties, Representations and Acknowledgements. Donee represents and warrants to Donor as follows:

(a) Donee hereby warrants and represents to the Donor that it is a duly organized and validly existing charter township under the laws of the State of Michigan and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee acknowledges that (i) it has inspected the Real Property to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Real Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Real Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Real Property and agrees to accept the Real Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Real Property, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Real Property to Donee based on the state or condition of the Real Property.

10. **The Donor's Documentation and Delivery of Instruments.** Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to Escrow Agent:

(a) The Deed, executed by the Donor, conveying to Donee all of the Donor's right, title and interest in and to the Real Property; and

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

11. **Donee's Documentation and Delivery of Instruments.** Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by Donee to the Escrow Agent:

(a) such other documents prepared and provided by the Donor, which documents may be reasonably necessary to effectuate the terms and conditions of this Agreement.

12. **Closing.** The consummation of the donation in accordance herewith ("**Closing**") shall be held at the offices of First American Title Insurance Company, c/o Michael Schoenewald, whose offices are located at 50 South Main Street, Suite 709, Akron, Ohio 44308 (the "**Escrow Agent**"), on or before December 31, 2013, unless otherwise extended by Donor or Donee pursuant to a right to do so as expressly set forth herein or by mutual agreement.

13. **Costs and Expenses.** Donor will be responsible for the payment of the cost of recording the Deed any Real Property transfer tax or conveyance fees, any costs of the Escrow Agent, and any other costs and expenses required to effectuate the transfer contemplated hereby.

14. **Charitable Donation.** At closing, the Owner shall transfer the Real Property to the Donee for zero and 00/100 dollars (\$0.00). The Donor's the fair market value of the Real Property will be based upon an appraisal that will be completed on or about October 30, 2013. At closing, the Donee shall execute an IRS Form No. 8283 which shall contain the amount stated above as fair market value. The Donor agrees that it is responsible for substantiating the fair market value of the Real Property, which substantiation may require the opinion or appraisal, at the Donor's expense, of the Real Property. The Donee shall not be required to take any action to

verify the Donor's claimed fair market value of the Real Property. If the Donee sells, exchanges or otherwise disposes of the Real Property or any portion thereof within three (3) years after the date of receipt, it will file an IRS Form No. 8282 with the Internal Revenue Service and provide the Donor a copy of that form.

15. **Commissions and Fees.** The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.

16. **Miscellaneous.**

(a) **Additional Documentation Relating to Donor Tax Credit.** At no additional cost to Donor, Donee shall take all reasonable actions necessary to enable Donor to qualify and obtain any available tax credits relating to the donation of the Property, including but not limited to executing any documentation requested by Donor setting forth the current valuation of the Property or any other documentation reasonably requested by Donor.

(b) **Relationship of the Parties.** Notwithstanding any provision to the contrary in this Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(c) **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(d) **Waiver.** The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(e) **Notices.** All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

Delhi Charter Township  
2074 Aurelius Road  
Holt, Michigan 48842  
Attention: John Elzinga, Township Manager  
Facsimile: (517) 669-3847  
Email: [John.Elzinga@DelhiTownship.org](mailto:John.Elzinga@DelhiTownship.org)  
Telephone: (517) 694-2137

With a copy to:

Delhi Charter Township  
2074 Aurelius Road  
Holt, Michigan 48842  
Attention: Tracy Miller, Director,  
Department of Community Development  
Facsimile: (517) 694-1289  
Email: [Tracy.Miller@DelhiTownship.org](mailto:Tracy.Miller@DelhiTownship.org)  
Telephone: (517) 268-3038

or to such other address as Donee may from time to time designate in accordance with this Paragraph. All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

Northfield Block Company  
One Hunt Court  
Mundelein, IL 60060  
Attention: Craig Belasco  
E-Mail: [Craig.Belasco@oldcastle.com](mailto:Craig.Belasco@oldcastle.com)

With a copy To:

Oldcastle Law Group  
900 Ashwood Parkway, Suite 700  
Atlanta, GA 30338-4780  
Attention: General Counsel  
Facsimile: (770) 392-5305

or to such other address as the Donor may from time to time designate in accordance with this paragraph.

(f) **Entire Agreement.** This Agreement sets for the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Agreement.

(g) **Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

(h) **Survival.** All agreements, representations and warranties hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the conveyance of the Real Property being conveyed hereunder.

(i) **Headings.** The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(j) **Exhibits.** The Exhibits attached hereto are a part of this Agreement.

17. **Applicable Law and Binding Effect.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. **Counterparts.** This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument. Facsimile and other copies shall have the same force and effect as the original.

19. **Board of Trustee's Approval.** The effectiveness of this Agreement shall be contingent upon approval by the Donee's Board of Trustees, which approval shall be obtained within thirty (30) days from the date that the Donee executes this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed under seal as of the date first above written.

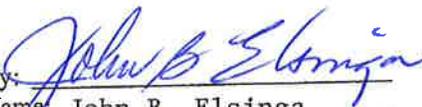
**DONOR:**

**Oldcastle APG South, Inc., a North Carolina corporation**

By:   
Name: Chris Anderson  
Title: VP

**DONEE:**

**Delhi Charter Township, a  
Michigan charter township**

By:   
Name: John B. Elsinga  
Title: Delhi Charter Township Manager

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**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

SITE Address: **4184 Willoughby Road**

Parcel ID: 33-25-05-11-452-001

LEGAL DESCRIPTION:

(D 11-40-1 11-30-1) BEG ON S SEC LN AT PT 1700 FT W OF SE COR SEC 11, TH W 685 FT ALG SEC LN TO INT W/ E'LY LN MCRR R/W, TH NW'LY 823 FT ALG E'LY R/W LN TO INT W/ N-S 1/4 LN, TH N 236 FT, TH E'LY 558 FT, TH SE'LY TO BEG; ALSO SE 1/4 OF SW 1/4 LYING N & E OF HCRR R/W; SEC 11, T3NR2W.

SITE Address: **Willoughby Road**

Parcel ID: 33-25-05-11-452-004

LEGAL DESCRIPTION:

(D 11-40) SW 1/4 OF SE 1/4 OF SEC 11, EXC BEG CM S SEC LN 1700 FT W OF SE COR OF SEC 11, TH W 685 FT ALG S SEC LN TO E'LY LN OF MCRR R/W, TH NW'LY 823 FT ALG E'LY R/W LN TO N-S 1/4 LN SEC 11, TH N 236 FT, TH E'LY 558 FT, TH SE'LY TO POB; ALSO EXC A PCL IN SE COR OF SW 1/4 OF SE 1/4 OF SEC 11 BEING 363 FT N & S BY 160 FT E & W; ALSO EXC THAT PT OF SW 1/4 OF SE 1/4 OF SEC 11 LYING SW OF NE'LY LN OF MCRR R/W; SEC 11 T3N R2W.

SITE Address: **4136 Willoughby Road**

Parcel ID: 33-25-05-11-452-005

LEGAL DESCRIPTION:

D 11-40-3 A PCL OF LAND IN SE COR OF SW 1/4 OF SE 1/4 OF SEC 11  
BEING 363 FT N & S BY 160 FT E & W, SEC 11, T3N R2W. 1.34 AC M/L.

**EXHIBIT B**

**Quit Claim Deed**

The Grantor: Oldcastle APG South, Inc., d/b/a Northfield Block Company

Whose address is: One Hunt Court, Mundelein, IL 60060

Quit Claims to: Delhi Charter Township

Whose address is: 2074 Aurelius Road, Holt, Michigan 48842

the premises described on Exhibit A attached hereto situated in the Township of Delhi, County of Ingham and the State of Michigan:

For the sum of: \$0.00

Dated this 4<sup>th</sup> day of November, 2013

GRANTOR: OLDCASTLE APG SOUTH, INC., d/b/a Northfield Block Company

By: [Signature]  
Name: Craig Belasco  
Title: Vice President

State of Illinois, County of Cook

The foregoing instrument acknowledged before me this 4th day of November,  
(MONTH)

2013, by Craig Belasco, Vice President of Oldcastle APG South, Inc., d/b/a Northfield Block Company.  
(YEAR)

[Signature]  
Name:  
Notary Public,  
My commission expires:

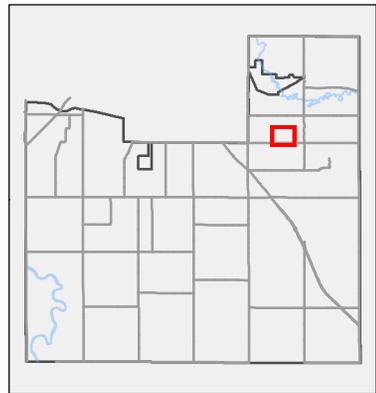
Return to and send Tax Notices to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Drafted by:  
Michael Deaton, Esq.  
Oldcastle, Inc.  
900 Ashwood Parkway  
Atlanta, GA 30338



Tax Parcel #: 33-25-05-11-452-001; 33-25-05-11-452-004; 33-25-05-11-452-005

# Property Donation Map



## Legend

-  Railroad
-  Proposed Roads
-  Active Roads
-  Lot Lines

1 inch = 252.5 feet



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

Map Source: Delhi Charter Township  
Map Printed: Thursday, December 12, 2013



Notes:

**Evan Hope, CMC**

**Delhi Charter Township Clerk**

**TO:** John Elsinga, Township Manager  
Township Board of Trustees

**FROM:** Evan Hope, CMC, Township Clerk 

**DTATE:** December 11, 2013

**RE: BOARD RULES AND PROCEDURES**

Following is the final version of the "Procedure for Addressing the Township Board of Trustees" and the "Procedures and Conduct for the Township Board of Trustees" that we discussed at our prior Committee of the Whole Meetings.

When we last discussed the "Procedures and Conduct for the Township Board of Trustees" it was the consensus of the Board to add a statement regarding the ability of the Board to overturn a decision of the Chair regarding limiting discussion. I have also added this provision to the "Procedure for Addressing the Township Board of Trustees" for the same reasons we discussed. The added bullet points read as follows:

**"Procedure for Addressing the Township Board of Trustees"**

- A decision of the Chair to not recognize a member of the public who wishes to speak, or to rule a member of the public out of order can be overturned by a majority vote of the Board.

**"Procedures and Conduct for the Township Board of Trustees"**

- A decision of the Chair to not recognize a board member who wishes to speak, to limit discussion or to rule a member out of order can be overturned by a majority vote of the Board.

If the Board concurs, I offer the following motion:

**Recommended Motion:**

**To approve the "Procedure for Addressing the Township Board of Trustees" and the "Procedures and Conduct for the Township Board of Trustees".**



## Delhi Charter Township

# Procedure for Addressing the Township Board of Trustees

### Township Board of Trustees:

C.J. Davis, Supervisor  
Evan Hope, CMC, Clerk  
Roy Sweet, Treasurer  
Jon Harmon, Trustee  
John Hayhoe, Trustee  
Megan Ketchum, Trustee  
DiAnne Warfield, Trustee

Thank you for your interest and desire to participate in public comment. Following these simple procedures will help ensure that your voice is heard while also keeping an orderly and efficient meeting.

### General

- Public comment is limited to two minutes per individual.
- If a representative is speaking on behalf of a group that is present in the audience they may have four minutes.
- When recognized by the Chair, please approach a microphone and state your name and address.
- All comments shall be directed to the Chair.
- No debate shall be engaged between the Township and the public and no debate shall be engaged between members of the public.
- No one will be recognized to speak again until everyone has had an opportunity to speak.
- Those who do not follow the procedures or engage in inappropriate speech will be ruled out of order by the Chair.
- A decision of the Chair to not recognize a member of the public who wishes to speak, or to rule a member of the public out of order can be overturned by a majority vote of the Board.

### Comments on non-agenda items

- The Chair will recognize those who wish to speak on non-agenda items during such time(s) indicated on the agenda.

### Comments on agenda items

- Comments on agenda items will take place during the agenda item, after introduction and discussion by the Board.
- Those who want to speak on agenda items shall complete a comment card and turn it in to the Township Clerk before the meeting begins.
- Public comment on agenda items will be alternated between pro and con to whatever extent possible.

### Exceptions

- Members of the Board may vote to extend the time allowed for public comment.
- Members of the public may submit written comments (i.e. email) on agenda items to the Township Clerk any time prior to the meeting. Receipt of such written comments will be noted in the minutes the same as those who completed comment cards.



## Delhi Charter Township

# Procedures and Conduct for the Township Board of Trustees

Simple procedures and conduct is expected among the Delhi Township Board of Trustees to ensure an orderly and efficient meeting.

- Board members must be recognized by the Chair before they speak.
- All comments shall be directed to the Chair.
- No Board member will be recognized to speak again until all Board members have had an opportunity to speak.
- Comments and discussion by Board members on agenda items will take place during the agenda item, after introduction and presentation of the agenda item.
- No debate shall be engaged between a board member and a member of the public.
- Those who do not follow the procedures or engage in inappropriate speech will be ruled out of order by the Chair.
- A decision of the Chair to not recognize a board member who wishes to speak, to limit discussion or to rule a member out of order can be overturned by a majority vote of the Board.
- Board members should notify the Clerk if they expect to be absent from a meeting.



**Delhi Charter Township**  
**Department of Community Development**

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## MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: December 11, 2013

RE: Quit Claim Deed to Ingham County Drain Commissioner

The Ingham County Drain Commissioner's Office (ICDC) has been working on improvements to the Green #4 drain that will reduce flooding within the drainage district. The most cost efficient solution involves the construction of a detention basin that will capture most of the water from the neighborhood area that is north of Holt Road, west of Aurelius Road, south of Don Street and Hamilton to the west. The detention basin will collect the water from this area, instead of allowing this water to enter the pipes in Holt Road which contribute to the flooding in the Aurelius Rd/Holt Rd intersection. Overall, this is a very good solution. However, in order for the ICDC to bring the project to fruition, the Township needs to allow the placement of the detention area on the property it owns at the end of Richard Street (see attached map).

During initial discussions, the idea of providing a permanent easement to the ICDC was proposed. However, liability concerns became a stumbling point for these negotiations between our respective legal counsels. The solution is to simply quit claim (deed) a portion of the property to the ICDC, with a restriction that the Township will be permitted to place a trail over the property in the future if it desires. To that end, attached please find the proposed quit claim that will transfer a little over 8 acres of the property to the ICDC.

From the attached maps, you'll notice that a significant portion of the property is very likely to be wetlands, which diminishes its future development. The ICDC is in the process of completing a wetland delineation that will determine exactly where these areas are located on the site. The property is wooded and also has a small pond/swamp. Because of these conditions, the value in the property lies in its ability to provide a route for a possible future trail and in providing open space, habitat and woodlands within the community. The potential for future development is quite limited. For this reason, it appears acceptable to permit the construction of the detention basin on the site and deed the property over to the ICDC. This use of the property will also continue to provide the open space/habitat/woodlands benefits that are currently realized. The deed condition regarding the Township's right to place a trail on the property in the future is also important.

With these points in mind, I would request that you forward the attached information, along with your concurrence, to the Township Board for their consideration and action at the

December 17<sup>th</sup> meeting. I know that the ICDC desires this matter to be wrapped up before the end of this year so that their project deadlines can be achieved. As always, if you have any questions or need additional information, please do not hesitate to ask. Thank you.

**Recommended Motion:**

**To approve the Quit Claim Deed between Delhi Charter Township and the Green #4 Consolidated Drain Drainage District, a public body corporate under the jurisdiction of the Ingham County Drain Commissioner, for the purpose of conveying a portion of Township owned property as described in Exhibit A for the purpose of constructing a detention basin for storm drainage retention.**

### **QUIT CLAIM DEED**

Delhi Charter Township, a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1 *et seq.*, as amended, whose principal business address is 2074 Aurelius Road, Holt, MI 48842 (the "Grantor"), for the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, quit claims to the Green # 4 Consolidated Drain Drainage District, a public body corporate, under the jurisdiction of the Ingham County Drain Commissioner of 707 Buhl Avenue, Mason, MI 48854 (the "Grantee"), its rights, title and interest in real property situated in Delhi Township, County of Ingham, State of Michigan, as depicted on the attached Exhibit A, and legally described as follows:

A parcel of land in the Southeast 1/4 of Section 15, T.3 N.-R.2 W., Delhi Charter Township, Ingham County, Michigan, described as follows: Beginning at a point on the North and South 1/4 line which is 1316.21 feet, N.00°-06'-31"W., of the South 1/4 corner of said Section 15, said point being the Northwest corner of Bloomfield Park Subdivision as recorded in Liber 18, Page 42 of Ingham County records; thence N.00°-05'-30"W., on said North and South 1/4 line, 287.67 feet to the centerline of the Diehl Drain Branch; thence the following three courses along said centerline of drain; N.27°-14'-19"E., 135.10 feet; thence N.23°-50'-43"E., 206.28 feet; thence N.02°-21'-51"E., 144.30 feet; thence N.89°-54'-30"E., 503.76 feet to a point on the West line of Webert Park Subdivision No. 1 as recorded in Liber 8, Page 11 of Ingham County records; thence S.00°-12'-34"E. on said West line, 246.14 feet to the Northwest corner of Lot 74, Webert Park Subdivision No. 1; thence N.89°-04'-08"W., parallel with the North line of Richard Street(so-called) 135.00 feet, thence S.00°-12'-34"E. parallel with said West line, 62.97 feet ; thence S.89°-04'-08"E., parallel with said North line of Richard Street, 135.00 feet to the Southwest corner of said Lot 74; thence S.00°-12'-34"E., on said West line, 240.31 feet; thence N.89°-04'-08"W., parallel with said North line of Richard Street, 230.93 feet; thence S.00°-04'-08"E., 52.59 feet; thence N.89°-04'-08"W., parallel with said North line of Richard Street, 239.72 feet; thence S.00°-04'-08"E., 150.00 feet to a point on the North line of Richard Street; thence N.89°-04'-08"W., on said North line of Richard Street, 186.49 feet to the Point of Beginning, containing 8.13 acres, more or less.

This conveyance is subject to easements, restrictions, covenants and encumbrances of record.

There is reserved for the Grantor, its agents, employees, or contractors, the right to use a portion of the property, as described and depicted on the attached Exhibit A, for any purpose including, but not limited to, the construction, installation, maintenance, repair, replacement, improvement, use and operation of a

public bicycle, pedestrian and all-season trail, which does not interfere with the Drain as designed and constructed.

The Grantor grants to Grantee the right to make zero (0) land divisions under the Michigan Land Division Act.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This conveyance is exempt from state and county transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

DELHI CHARTER TOWNSHIP

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

STATE OF MICHIGAN )  
COUNTY OF INGHAM )

This document was acknowledged before me on \_\_\_\_\_, 2013, by C. J. Davis, Supervisor of Delhi Charter Township, who is personally known to me, on its behalf.

\_\_\_\_\_  
\*  
Notary Public Ingham County, Michigan  
Acting in Ingham County, Michigan  
My commission expires: \_\_\_\_\_

DELHI CHARTER TOWNSHIP

By: \_\_\_\_\_  
Evan Hope, Clerk

STATE OF MICHIGAN )  
COUNTY OF INGHAM )

This document was acknowledged before me on \_\_\_\_\_, 2013, by Evan Hope, Clerk of Delhi Charter Township, who is personally known to me, on its behalf.

---

\*

Notary Public Ingham County, Michigan  
Acting in Ingham County, Michigan

My commission expires: \_\_\_\_\_

Drafted by and when recorded return to:  
Douglas R. Kelly  
CLARK HILL PLC  
212 East Grand River Avenue  
Lansing, MI 48906

**EXHIBIT A**

# EXHIBIT A

## CERTIFICATE OF SURVEY

DWG. NO. JA-4166

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER:  
**THE NORTH & SOUTH 1/4 LINE OF SECTION 15 WAS ASSUMED AS BEING N.00-05-30"W.**

### LEGAL DESCRIPTIONS:

#### PARCEL A DESCRIPTION

A parcel of land in the Southeast 1/4 of Section 15, T.3 N.-R.2 W., Delhi Charter Township, Ingham County, Michigan, described as follows: Beginning at a point on the North and South 1/4 line which is 1316.21 feet, N.00-06'-31"W., of the South 1/4 corner of said Section 15, said point being the Northwest corner of Bloomfield Park Subdivision as recorded in Liber 18, Page 42 of Ingham County records; thence N.00-05'-30"W., on said North and South 1/4 line, 287.67 feet to the centerline of the Diehl Drain Branch; thence the following three courses along said centerline of drain: N.27-14'-19"E., 135.10 feet; thence N.23-50'-43"E., 206.28 feet; thence N.02-21'-51"E., 144.30 feet; thence N.89-54'-30"E., 503.76 feet to a point on the West line of Webert Park Subdivision No. 1 as recorded in Liber 8, Page 11 of Ingham County records; thence S.00-12'-34"E. on said West line, 246.14 feet to the Northwest corner of Lot 74, Webert Park Subdivision No. 1; thence N.89-04'-08"W., parallel with the North line of Richard Street(so-called) 135.00 feet, thence S.00-12'-34"E. parallel with said West line, 62.97 feet ; thence S.89-04'-08"E., parallel with said North line of Richard Street, 135.00 feet to the Southwest corner of said Lot 74; thence S.00-12'-34"E., on said West line, 240.31 feet; thence N.89-04'-08"W., parallel with said North line of Richard Street, 230.93 feet; thence S.00-04'-08"E., 52.59 feet; thence N.89-04'-08"W., parallel with said North line of Richard Street, 239.72 feet; thence S.00-04'-08"E., 150.00 feet to a point on the North line of Richard Street; thence N.89-04'-08"W., on said North line of Richard Street, 186.49 feet to the Point of Beginning, containing 8.13 acres, more or less.

### REMAINDER DESCRIPTION

A parcel of land in the Southeast 1/4 of Section 15, T.3 N.-R.2 W., Delhi Charter Township, Ingham County, Michigan, described as follows: To fix the point of beginning, commence at the South 1/4 corner of said Section; thence N.00-06'-31"W., 1316.21 feet on the North and South 1/4 line to the Northwest corner of Bloomfield Park Subdivision as recorded in Liber 18, Page 42 of Plats, Ingham County records; thence N.00-05'-30"W., on said North and South 1/4 line, 287.67 feet to the centerline of the Diehl Drain Branch and the Point of Beginning of this description; thence continuing N.00-05'-30"W., on said North and South 1/4 line and the East line of Sterling Farms No. 2 Subdivision as recorded in Liber 8 on Page 16, Ingham County Records, 1017.98 feet to the Center Post of said Section; thence S.89-28'-17"E., on the East and West 1/4 line of said Section, and the South line of Sterling Farms Subdivision as recorded in Liber 6 on Page 46, Ingham County records, 217.93 feet to the Northwest corner of Webert Park Subdivision No. 1 as recorded in Liber 8, Page 11 of Ingham County records; thence S.07-11'-03"E., on the West line of said Webert Park Subdivision No. 1, 146.19 feet to the point of curvature of a 316.00 foot radius curve to the left; thence Southeasterly on the arc of said curve, 152.64 feet, to the point of curvature of a 884.00 foot radius curve to the left, said curve having a chord bearing of S.54-00'-54"E., and distance of, 151.16 feet; thence Southeasterly on the arc of said curve, 301.96 feet, said curve having a chord bearing of S.81-41'-27"E., and distance of, 300.49 feet to the Northwest corner of Lot 81 of said Webert Park Subdivision No. 1; thence S.00-12'-34"E., on the West line of said Webert Park Subdivision No. 1, 285.03 feet; thence S.89-54'-30"W., 503.76 feet to the centerline of the Diehl Drain Branch; thence the following three courses along said centerline of drain, S.02-21'-51"W., 144.30 feet; thence S.23-50'-43"W., 206.28 feet; thence S.27-14'-19"W., 135.10 feet to the point of beginning, containing 7.12 acres, more or less.

I hereby certify that I have surveyed and mapped the land above platted and/or described on 12/06/13, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

Jeffrey E. Wood

Professional Surveyor No. 41115



Delhi Charter Township  
SURVEY FOR: 2074 Aurelius Road  
Holt, MI 48842



1400 ZEEB DRIVE  
ST. JOHNS, MI, 48879  
TEL (989) 224-2355  
FAX (989) 224-2357

- ◎ -FOUND SURVEY CORNER
- -SET 1/2" Ø REBAR WITH CAP No. 41115



SCALE: NONE

JOB NO. 119344SG2011  
DWG. NO. JA-4166

SHEET 2 OF 2

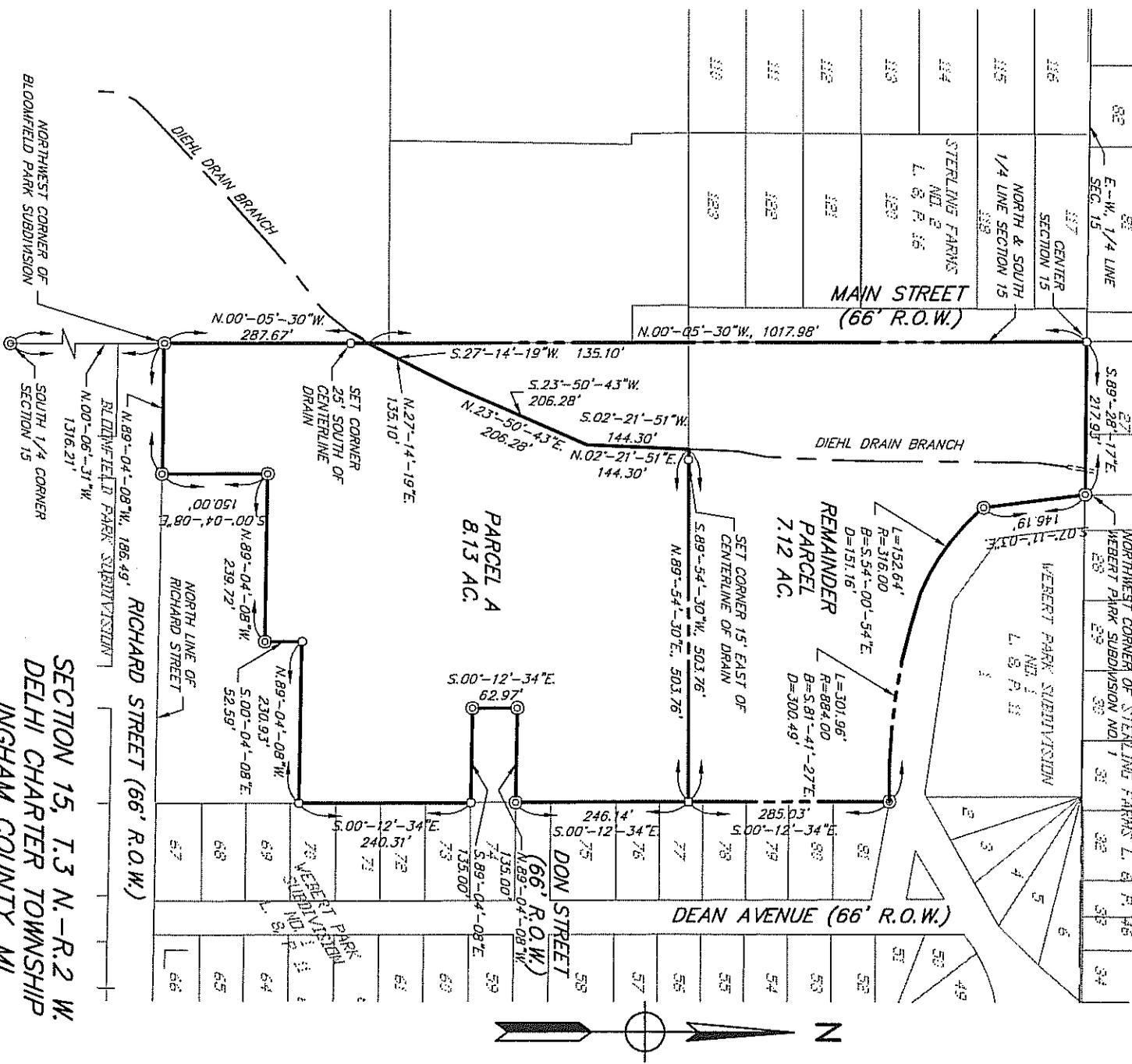
DATE: Dec. 10, 2013

# EXHIBIT A

## CERTIFICATE OF SURVEY

DWG. NO. JA-4166

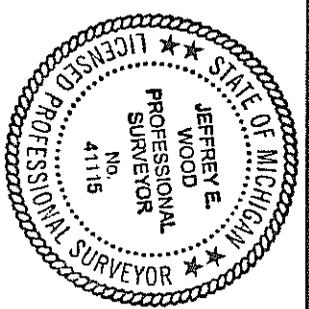
BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER  
**THE NORTH & SOUTH 1/4 LINE OF SECTION 15 WAS ASSUMED AS BEING N.00°-05'-30"W.**



I hereby certify that I have surveyed and mapped the land above platted and/or described on 12/06/13, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

*Jeffrey E. Wood*

Professional Surveyor No. 41115



Delhi Charter Township  
 SURVEY FOR: 2074 Aurelius Road  
 Hall, MI 48842



1400 ZEEB DRIVE  
 ST. JOHNS, MI, 48879  
 TEL (989) 224-2355  
 FAX (989) 224-2357

© -FOUND SURVEY CORNER  
 ○ -SET 1/2" Ø REBAR WITH CAP NO. 41115

SHEET 1 OF 2

DATE: Dec. 10, 2013

0 100 200 400  
 SCALE: 1" = 200'

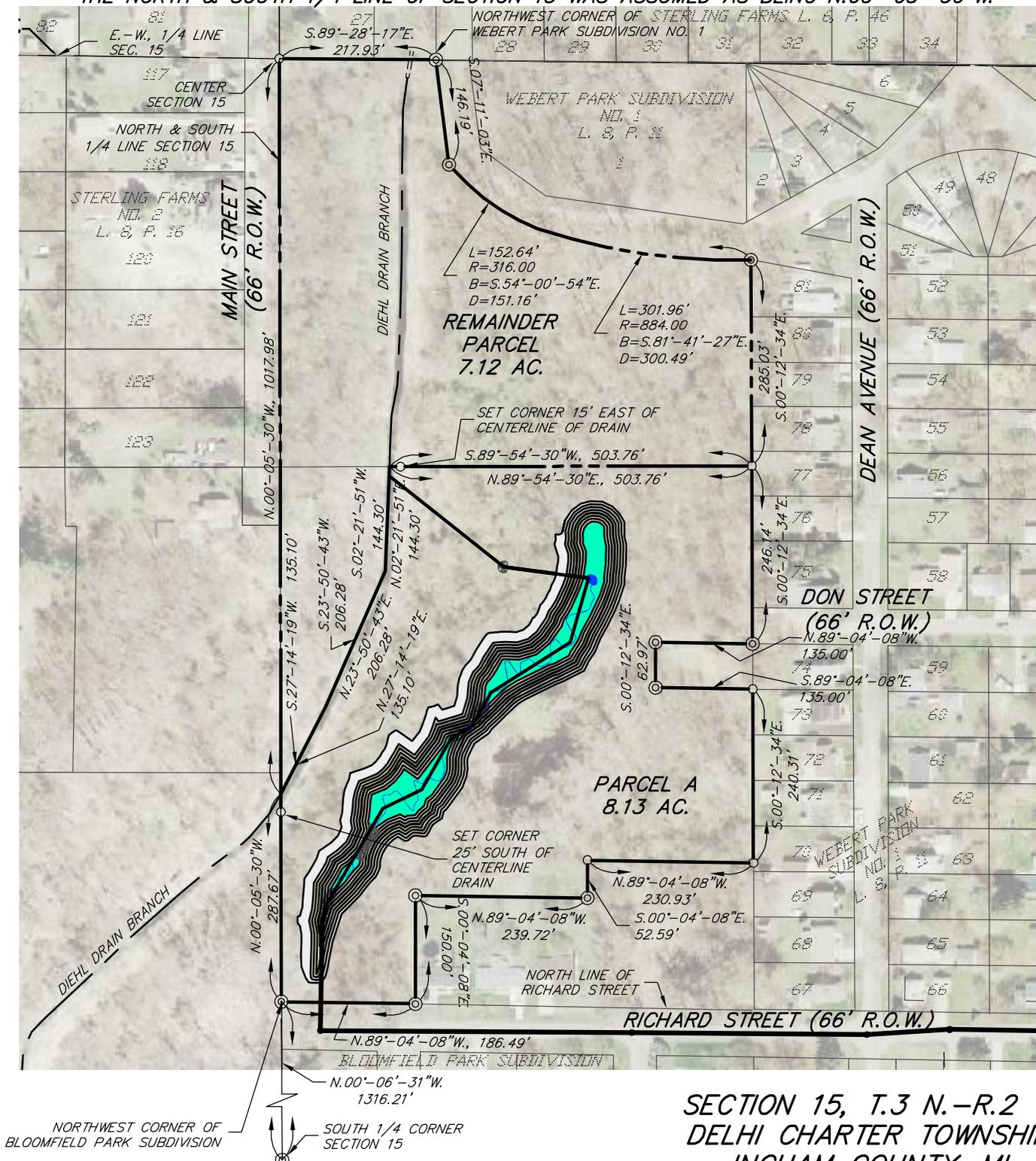
JOB NO. 119344SG2011  
 DWG. NO. JA-4166

# EXHIBIT A

## CERTIFICATE OF SURVEY

DWG. NO. JA-4166

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER  
 THE NORTH & SOUTH 1/4 LINE OF SECTION 15 WAS ASSUMED AS BEING N.00°-05'-30"W.



SECTION 15, T.3 N.-R.2 W.  
 DELHI CHARTER TOWNSHIP  
 INGHAM COUNTY, MI

I hereby certify that I have surveyed and mapped the land above platted and/or described on 12/06/13, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.

Jeffrey F. Wood

Professional Surveyor No. 41115

**PRELIMINARY**

Delhi Charter Township  
 SURVEY FOR: 2074 Aurelius Road  
 Holt, MI 48842



1400 ZEEB DRIVE  
 ST. JOHNS, MI. 48879  
 TEL (989) 224-2355  
 FAX (989) 224-2357

- ⊙ - FOUND SURVEY CORNER
- - SET 1/2" Ø REBAR WITH CAP No. 41115

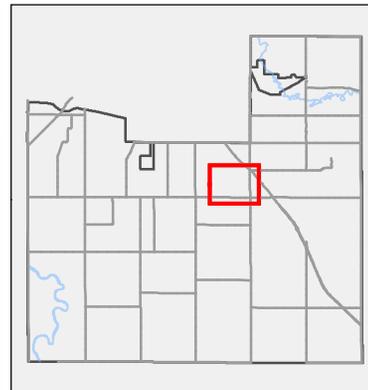
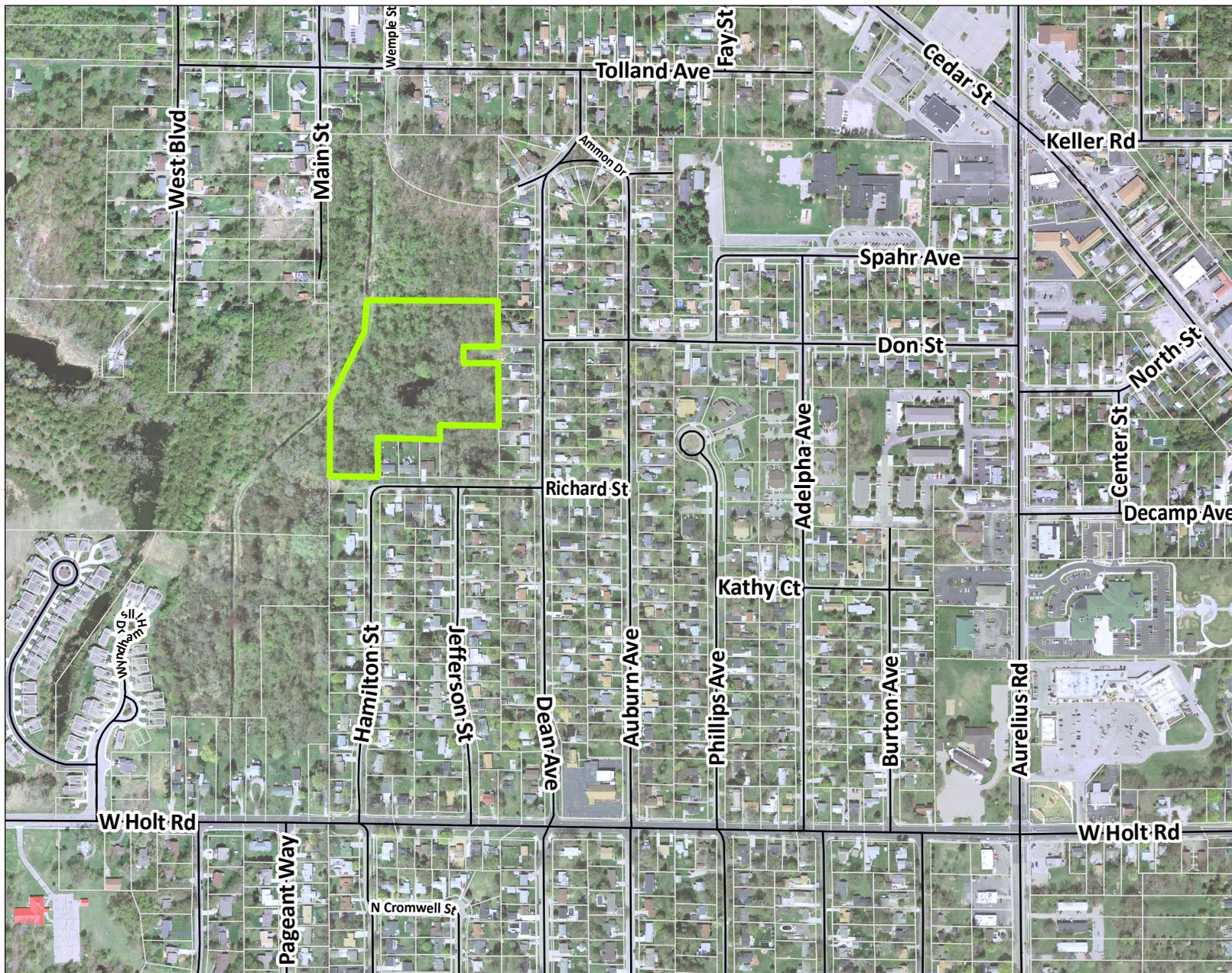
SCALE: 1" = 200'

SHEET 1 OF 2

DATE: Dec. 9, 2013

JOB NO. 119344SG2011  
 DWG. NO. JA-4166

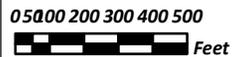
# Approx. Area to be Quit Claimed



### Legend

- Railroad
- Proposed Roads
- Active Roads
- Lot Lines

1 inch = 556 feet



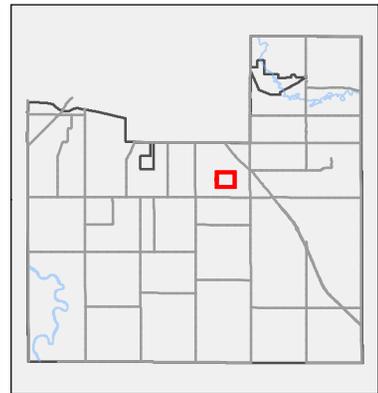
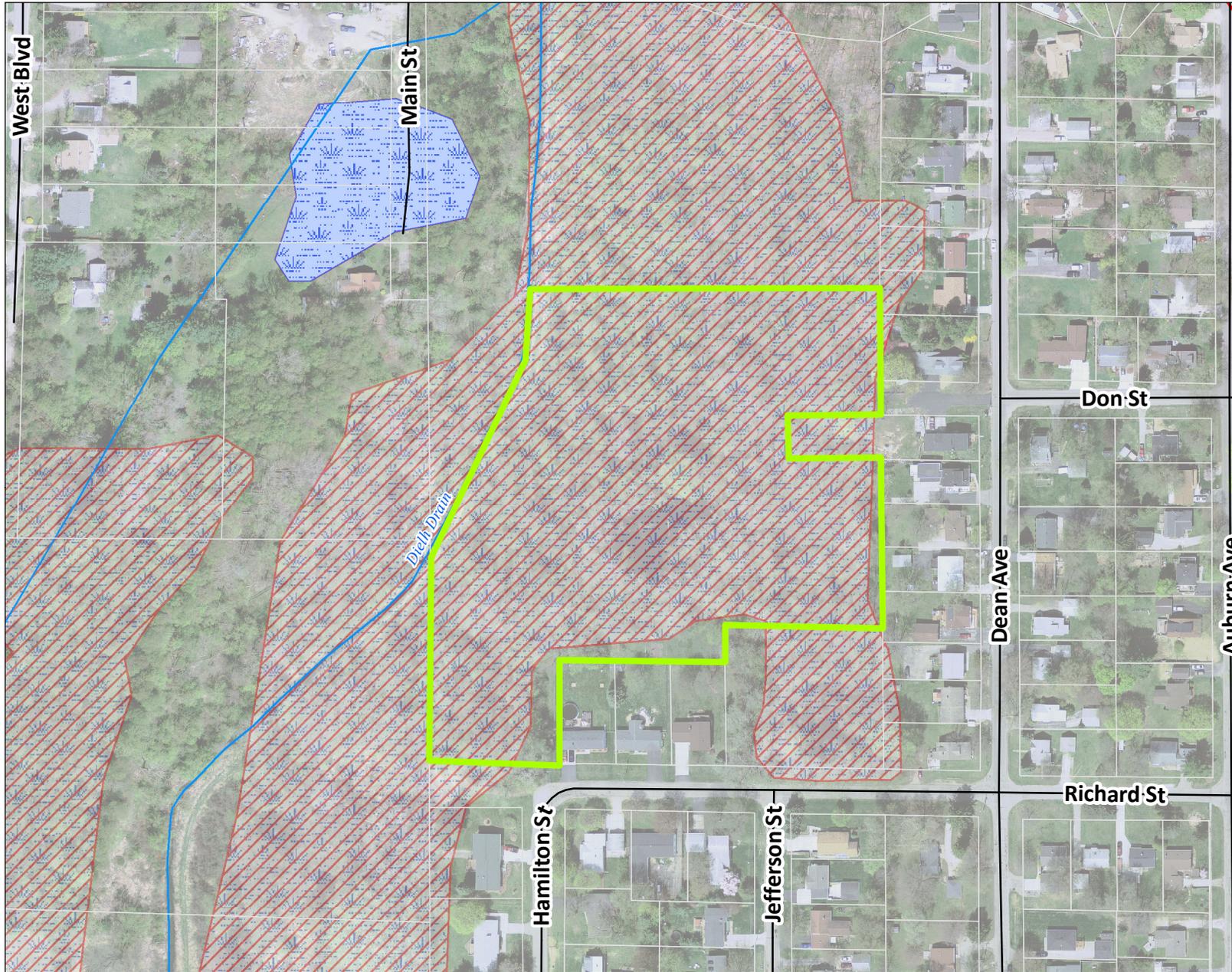
This map is intended for use as generalized township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the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

Map Source: Delhi Charter Township  
Map Printed: Wednesday, December 11, 2013



Notes:

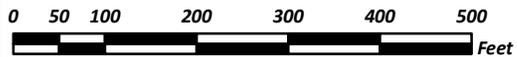
# Property Map - Possible Wetlands



## Legend

- Railroad
- Proposed Roads
- Active Roads
- Drains
- Lot Lines
- 2-5 Acres
- Less than 2 Acres
- Wetlands Reg By State
- 500ft Water Feature Buffer
- 500ft Water Feature Buffer
- Ponds/Lake**
- 

1 inch = 208.6 feet



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

Map Source: Delhi Charter Township  
Map Printed: Wednesday, December 11, 2013



Notes:

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 10, 2013

**RE:** Resolution No. 2013-029 – A Resolution to Amend the Minimum Income Standards and Maximum Asset Standards Poverty Guidelines for Exemptions from Property Taxes

---

Enclosed for your review and approval is Resolution No. 2013-029, which amends the minimum income standards and maximum asset standards for poverty exemptions from property taxes.

The minimum income standards are set by the United States Department of Health and Human Services and provide poverty thresholds to be used as a guideline for our 2014 assessments. These thresholds were last updated by the Township in November 2010 and need to be brought into compliance with the Federal Poverty Income Standards. The Township Board also has the ability to set maximum asset standards for a household to be eligible for a poverty exemption from property taxes. The maximum asset standards have also not been updated since 2010 and therefore have been modified to reflect more accurate standards.

**Recommended Motion:**

**To adopt Resolution No. 2013-029, which amends the Minimum Income Standards and Maximum Asset Standards Poverty Guidelines for exemptions from property taxes.**



**THRUN**  
LAW FIRM, P.C.

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

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

DAVID M. REVORE  
(517) 374-8816

December 4, 2013

*Confidential: Attorney-Client Privileged Communication*

Township Board Members  
C/o John Elsinga  
Delhi Charter Township  
2074 Aurelius Road  
Holt, MI 48842

Re: 2014 Poverty Exemption Guidelines

Dear Township Board Members:

Pursuant to request I have prepared for your consideration the 2014 poverty exemption guidelines for Delhi Charter Township and a resolution enacting these guidelines. (See attached).

**GUIDELINE REQUIREMENTS**

Delhi Charter Township must establish and publish poverty exemption guidelines. MCL 211.7u(4). (See attached.) These guidelines must include: (1) the specific income level of the claimant household; and, (2) total household asset level.

**1. Income Levels**

The income levels for poverty exemption guidelines may not be set lower than the federal poverty guidelines updated annually by the US Department of Health and Human Services. MCL 211.7u(4). (See, 2014 Federal Poverty Income Guidelines, attached.) Delhi Charter Township's current guidelines do not meet the 2014 Federal guidelines. Therefore, the Township must amend its guidelines to comply with these requirements. The Township, however, could set income levels above the federal poverty income guidelines.

**2. Asset Levels**

The Township must also adopt an "asset level test." MCL 211.7(4). The asset level test must set a maximum asset amount that would likely result in recovering a 0% poverty exemption. This could be either a dollar amount or a percentage of total income. Unlike income levels, state law does not provide a minimum standard for asset levels. The Township's current asset level test is as follows:



Township Board  
Delhi Charter Township  
December 4, 2013  
Page 2 of 2

*Confidential: Attorney-Client Privileged Communication*

Dehli Charter Township Maximum Asset Standards

Number of Persons Residing in the Principal Residence	Maximum Total Income
1	\$11,490
2	\$15,510
3	\$19,530
4	\$23,550
5	\$27,570
6	\$31,590
7	\$35,610
8	\$39,630
Each Additional Person	\$4,020

**RECOMMENDATION**

I recommend that the Township amend its current income level guidelines to comply with the 2014 Federal guidelines. However, the Township may elect to amend its income guidelines in excess of the Federal guidelines. Because state law does not provide a minimum standard for the asset level test, I do not recommend that the Township amend its maximum asset level amounts at this time. Please contact me if I may be of further assistance.

Very truly yours,

THRUN LAW FIRM, P.C.



David M. Revore

DMR  
Enclosure

This document (and its attachment) constitutes privileged attorney-client communication to remain confidential among the members of the Board of Trustees and administrative staff. As such, this document is exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243(1)(g), and the Board may meet in a closed session to consider its contents pursuant to the Michigan Open Meetings Act, MCL 15.268(h).

**DELHI CHARTER TOWNSHIP RESOLUTION NO. 4235/24;  
POVERTY EXEMPTION GUIDELINES**

**A Resolution to Modify Guidelines ("Exhibit A") for  
Poverty Exemptions from Property Taxes**

At a duly scheduled and noticed meeting of the Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at \_\_\_\_\_ on \_\_\_\_\_, 2013, at \_\_\_\_\_ p.m., Township Board Member \_\_\_\_\_ moved to adopt the following Resolution, which motion was seconded by Township Board Member \_\_\_\_\_:

**WHEREAS:**

1. 1994 PA 390, which amended Section 7u of Act No. 206 of the Public Acts of 1993, being Section 211.7u of the Michigan Compiled Laws, requires that the local governing body of the unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions;

2. The adoption of guidelines for poverty exemptions is within the purview of the Township Board;

3. The principal residence of persons, who the Supervisor/Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u);

4. Section (5) of the Guidelines for Poverty Exemptions from Property Taxes provides for the establishment of maximum standards in Exhibit A;

5. Based on the Federal Poverty Income Standards, the minimum standards set in Exhibit A may be modified from time to time by resolution of the Delhi Charter Township Board of Trustees; and

6. Pursuant to PA 390 of 1994, the Charter Township of Delhi, Ingham County adopts the following guidelines and policy as provided in Exhibit A for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all

persons residing in the household, including any property tax credits, returns filed in the current or immediately preceding year.

**THEREFORE BE IT RESOLVED THAT:** to be eligible for a property poverty exemption in Delhi Charter Township, an applicant must:

1. Own or occupy as a principal residence the property for which an exemption is requested;
2. File a completed application in the form required by the Township Assessor that has been witnessed and signed by the Supervisor, Assessor, Board of Review Member, or Notary Public;
3. File copies of federal income tax returns, state income tax returns (MI-1040), or a Poverty Exemption Affidavit, as appropriate and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3, or 4), and documentation for all income sources, including any property tax credit forms and/or statement of benefits paid from Michigan Department of Social Services or Social Security Administration for all persons residing on the property/homestead;
4. Demonstrate that the applicant's and any persons residing in the homestead, assets shall not exceed the amounts in Exhibit A, excluding the principal residence and one automobile. The applicants and any persons residing on the property shall not have an annual income level that does not exceed the federal poverty income guidelines and maximum asset standards provided in Exhibit A;
5. Produce a valid driver's license or other form of identification if requested;
6. Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested; and
7. Have on file with the Assessor's Office a current Principal Residence Exemption (PRE) affidavit.

**BE IT FURTHER RESOLVED THAT:**

1. The Board of Review may request from the applicant any supporting documents that may be utilized in determining a property poverty exemption request;
2. The completed property poverty exemption application must be filed after January 1, but one day prior to the last day of the Board of Review in the year for which the exemption is sought;
3. The supervisor/assessor and the Board of Review shall follow this Resolution and Delhi Charter Township's 2014 guidelines and policy for property tax poverty exemption in granting or denying an exemption, unless the supervisor/assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and guidelines and these reasons are communicated in writing to the claimant;
4. That the Board of Trustees rescinds all prior resolutions that are inconsistent with or in conflict with this Resolution; and
5. That to conform to the provisions of 1994 PA 390, this Resolution is hereby effective January 1, 2014.

**UPON ROLL CALL VOTE, THE FOLLOWING VOTED:**

"Aye":

"Nay":

Resolution declared adopted.

\_\_\_\_\_  
Clerk, Delhi Charter Township

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

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

\_\_\_\_\_  
Clerk, Delhi Charter Township

**EXHIBIT A**

**DELHI CHARTER TOWNSHIP  
POVERTY EXEMPTION GUIDELINES**

**Minimum Income Standards**

To be eligible for a poverty exemption, the applicant and all persons residing in the principal residence/homestead (combined) must have an annual income level that does not exceed the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services. Income sources include, but are not limited to, salaries, Social Security, rents, pensions, IRA's (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, and any other source of income. The guidelines are as follows:

**2014 Federal Poverty Income Guidelines**

Number of Persons Residing in the Principal Residence	Maximum Total Income
1 person	\$11,490
2 persons	\$15,510
3 persons	\$19,530
4 persons	\$23,550
5 persons	\$27,570
6 persons	\$31,590
7 persons	\$35,610
8 persons	\$39,630
Each Additional Person	\$4,020

### Minimum Asset Standards

To be eligible for a poverty exemption, the applicant and all persons residing in the principal residence/homestead (combined) must not have assets that exceeds the Maximum Asset Standards, excluding the principal residence, one vehicle, and monies received pursuant to MCL 206.520 (homestead property tax credit). Assets include, but are not limited to, real estate other than the principal residence, personal property, recreational vehicles, checking/savings accounts, stocks, bonds, life insurance, retirement funds, etc. The Maximum Asset Standards are as follows:

Number of Persons Residing in the Principal Residence	Maximum Total Assets
1 person	\$25,000
2 persons	\$31,000
3 persons	\$37,500
4 persons	\$43,750
5 persons	\$50,000
6 persons	\$56,250
7 persons	\$62,500
8 persons	\$68,750
9 or more persons	\$75,000

**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 3 to Resolution No. 2012-013 – FY 2013 General Fund Budget

---

Enclosed for your review and approval is Amendment No. 3 to Resolution No. 2012-013 – FY 2013 General Fund Budget.

Revenues are projected to increase by a total of \$82,110 primarily due to an increase in licenses and permits.

Changes in expenditures by department include an increase in Manager's Office of \$80, a decrease in Accounting of \$11,600, an increase in the Clerk's Office of \$50, a decrease in Information Technology of \$27,540, an increase in the Treasurer's Office of \$100, an increase in Assessing of \$14,230, a decrease in Elections of \$2,140, an increase in Building and Grounds of \$9,290, a decrease in the Cemetery of \$8,150, an increase in Stormwater of \$950, an increase in Infrastructure of \$62,790, an increase in Community Development of \$2,160, a decrease in Parks Administration of \$9,900, a decrease in Parks of \$33,670, a decrease in Recreation of \$22,320 and an increase in Other Functions of \$8,800. These expenses, along with a decrease of \$13,020 in the transfer to the Fire Fund and a decreased transfer of \$5,770 to the Police Fund, result in a net decrease in expenditures of \$35,660.

Altogether the year-end fund balance will increase by \$117,770 from \$5,512,211 to \$5,629,981.

**RECOMMENDED MOTION:**

**To adopt Amendment No. 3 to Resolution No. 2012-013 for the Fiscal Year 2013 General Fund Budget.**

DELHI CHARTER TOWNSHIP  
RESOLUTION NO. 2012-013  
F.Y. 2013 GENERAL FUND BUDGET  
AMENDMENT NO. 3

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	3rd Budget Request	2013 Amended Budget
Revenue					
TAXES	\$ 2,882,940		\$ 6,200	\$ 7,200	\$ 2,896,340
GRANTS AND REVENUE SHARING	1,822,800		50,600	0	1,873,400
OTHER REVENUE	1,035,900	60,600	(17,750)	(5,100)	1,073,650
CHARGES FOR SERVICES	779,300		(99,630)	3,310	682,980
FRANCHISE FEES	432,900		4,760	0	437,660
INTERGOV-LOCAL	93,440		0	0	93,440
LICENSES & PERMITS	166,350		(440)	77,700	243,610
INTEREST AND RENTALS	24,150		(6,000)	(1,000)	17,150
FINES & FORFEITURES	18,000		0	0	18,000
Total Revenue	7,255,780	60,600	(62,260)	82,110	7,336,230
Expenditures					
Legislative	103,510		1,290	0	104,800
Manager	326,500		2,560	80	329,140
Accounting	151,920		(4,800)	(11,600)	135,520
Clerk	239,210		(3,020)	50	236,240
Information Technology	319,660		(24,700)	(27,540)	267,420
Treasurer	239,410	12,000	(1,190)	100	250,320
Assessing	301,390		41,860	14,230	357,480
Elections	8,500		(410)	(2,140)	5,950
Bldg & Grds	302,450	13,650	(12,070)	9,290	313,320
Cemetery	118,750		12,080	(8,150)	122,680
Stormwater	394,550		420	950	395,920
Infrastructure	710,500	369,830	(387,270)	62,790	755,850
Comm Dev	649,020	69,900	(55,410)	2,160	665,670
Parks Admin	182,970		(510)	(9,900)	172,560
Parks	499,770		4,330	(33,670)	470,430
Recreation	169,410		4,010	(22,320)	151,100
Other Functions	413,100		(11,900)	8,800	410,000
Debt Service	40,910		0	0	40,910
Total Expenditures	5,171,530	465,380	(434,730)	(16,870)	5,185,310
Other Financing Sources (Uses)					
Sale of Fixed Assets	85,000		(73,500)	-	11,500
Transfer Out to Fire Fund	(557,100)		(82,310)	13,020	(626,390)
Transfer Out to Police Fund	(1,299,800)		4,470	5,770	(1,289,560)
Total Other Financing Sources (Uses)	(1,771,900)	-	(151,340)	18,790	(1,904,450)
Revenues Over (Under) Expenditures	312,350	(404,780)	221,130	117,770	246,470
Fund Balance, Beginning	5,383,511				5,383,511
Fund Balance, Ending	\$ 5,695,861	\$ -			\$ 5,629,981

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

\_\_\_\_\_  
EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013	2013	2013
		Amended Budget	Budget Request #3	Amended Budget
Fund 101 - GENERAL FUND				
ESTIMATED REVENUES				
101-000.00-403.000	CUR REAL & PERS PROP TAX	2,457,000	15,000	2,472,000
101-000.00-404.000	IFT/CFT & SERVICE FEES	14,000	0	14,000
101-000.00-423.000	TRAILER PARK FEES	5,140	0	5,140
101-000.00-445.000	DELQ TAX	5,000	0	5,000
101-000.00-445.005	DELINQUENT INTEREST & PENALTY	23,000	(7,800)	15,200
101-000.00-447.000	PROPERTY TAX ADMIN FEE	385,000	0	385,000
101-000.00-451.000	BUILDING PERMITS	68,000	52,890	120,890
101-000.00-452.000	PLAT REVIEW FEES	1,160	0	1,160
101-000.00-453.000	SOIL EROSION & SEDIMENTATION CTRL PERM	16,300	16,170	32,470
101-000.00-455.000	ELECTRICAL PERMIT FEES	21,250	1,440	22,690
101-000.00-456.000	PLUMBING PERMIT FEES	13,000	500	13,500
101-000.00-457.000	MECHANICAL PERMIT FEES	23,000	2,900	25,900
101-000.00-458.000	FIRE INSPECTION FEES	1,800	0	1,800
101-000.00-460.000	FIRE DEPT. BURNING PERMITS	2,500	300	2,800
101-000.00-476.000	MISC LICENSES, PERMITS & FEES	3,300	1,200	4,500
101-000.00-574.020	STATE REV SHAR-SALES CONSTIT.	1,821,200	0	1,821,200
101-000.00-574.021	STATE REV SHAR-SALES STATUTORY	41,600	0	41,600
101-000.00-574.030	RETURNABLE LIQ LICENSE FEES	9,900	0	9,900
101-000.00-574.040	STATE SHARED REV-RIGHT OF WAY	10,600	0	10,600
101-000.00-587.000	DISTRICT LIBRARY CONTRIBUTIONS	18,000	0	18,000
101-000.00-620.000	RENTAL REGISTRATION & INSPECT	96,920	4,080	101,000
101-000.00-623.000	REZONING APPLICATION FEES	1,000	(1,000)	0
101-000.00-624.000	SPECIAL USE PERMITS	3,700	3,000	6,700
101-000.00-625.000	BOARD OF APPEAL FEES	1,000	300	1,300
101-000.00-628.000	SITE PLAN REVIEW FEES	7,200	3,600	10,800
101-000.00-631.000	FIRE INSPECTIONS	5,000	0	5,000
101-000.00-632.000	FIRE DEPARTMENT SERVICE FEES	51,500	(4,600)	46,900
101-000.00-632.010	FIRE DEPT EDUCATIONAL REVENUE	3,500	(1,000)	2,500
101-000.00-633.000	AMBULANCE FEES	660,000	0	660,000
101-000.00-634.000	CEMETERY - BURIAL FEES	23,000	3,000	26,000
101-000.00-635.000	CEMETERY - LOT SALES	15,000	7,000	22,000
101-000.00-640.000	COPIES/FAX/SEARCH REVENUE	100	0	100
101-000.00-651.010	RECREATION FEES	62,000	(2,000)	60,000
101-000.00-651.020	PARKS FACILITY FEES	6,000	1,250	7,250
101-000.00-651.060	SENIOR CITIZEN EVENT REVENUE	25,000	(8,020)	16,980
101-000.00-660.000	CODE ENFORCEMENT REVENUE	18,000	0	18,000
101-000.00-664.000	INTEREST	1,000	(1,000)	0
101-000.00-669.020	COMMUNICATION TOWER LEASE FEE	17,150	0	17,150
101-000.00-672.010	STREETLIGHT SPECIAL ASSESSMENT	282,400	0	282,400
101-000.00-672.020	BLACKTOP & ROAD SPECIAL ASSESSMENTS	27,750	0	27,750
101-000.00-672.030	SIDEWALK ASSESSMENTS	7,000	0	7,000
101-000.00-673.000	SALE OF FIXED ASSETS	11,500	0	11,500
101-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	27,000	4,900	31,900
101-000.00-694.000	MISCELLANEOUS REVENUE	64,600	0	64,600

GL NUMBER	DESCRIPTION	2013	2013
		Amended Budget	Amended Budget
101-000.00-694.010	TRI-COUNTY METRO REIMBURSEMENT	10,000	0
101-000.00-694.020	CABLE FRANCHISE FEES	300,000	300,000
101-000.00-694.025	AT&T FRANCHISE FEE	22,000	22,000
101-000.00-694.030	BWL FRANCHISE FEE	115,660	115,660
101-000.00-699.030	COST ALLOCATION-FROM SEWER FU	384,450	384,450
101-000.00-699.110	TRANSFER IN - DELHI DDA	75,440	75,440
TOTAL ESTIMATED REVENUES		7,265,620	7,347,730

Expenditures

Dept 101.00-LEGISLATIVE

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

Dept 171.00-MANAGER

101-171.00-703.000	SALARIES	221,010	221,010
101-171.00-703.001	DEPUTY SALARY	2,500	2,500
101-171.00-703.010	OVERTIME	920	0
101-171.00-715.000	SOCIAL SECURITY/MEDICARE	18,300	18,300
101-171.00-716.000	HEALTH INSURANCE	33,780	33,780
101-171.00-716.010	DENTAL INSURANCE	3,560	3,560
101-171.00-717.000	LIFE INSURANCE	1,120	1,120
101-171.00-718.000	PENSION CONTRIBUTION	22,100	22,100
101-171.00-719.000	DISABILITY INSURANCE	1,670	1,670
101-171.00-723.000	AUTOMOBILE EXPENSE ALLOWANCE	10,370	10,370
101-171.00-724.000	WORKERS COMP	990	990
101-171.00-726.000	OFFICE SUPPLIES	250	150
101-171.00-802.000	MEMBERSHIPS,DUES,SUBS	3,600	3,000
101-171.00-853.000	TELEPHONE/COMMUNICATIONS	390	390
101-171.00-956.000	MISCELLANEOUS	2,500	3,200
101-171.00-960.000	EDUCATION & TRAINING	6,000	7,000
Totals for dept 171.00-MANAGER		329,060	329,140

Dept 191.00-ACCOUNTING

101-191.00-703.000	SALARIES	47,150	47,150
101-191.00-703.005	PART TIME HELP	24,650	24,650
101-191.00-715.000	SOCIAL SECURITY/MEDICARE	4,000	4,000
101-191.00-716.000	HEALTH INSURANCE	5,700	5,700
101-191.00-716.010	DENTAL INSURANCE	570	570
101-191.00-717.000	LIFE INSURANCE	250	250
101-191.00-718.000	PENSION CONTRIBUTION	5,500	5,500
101-191.00-719.000	DISABILITY INSURANCE	400	400

GL NUMBER	DESCRIPTION	2013		2013
		Amended Budget	Budget Request #3	Amended Budget
101-191.00-724.000	WORKERS COMP	400	0	400
101-191.00-726.000	OFFICE SUPPLIES	1,200	0	1,200
101-191.00-802.000	MEMBERSHIPS,DUES,SUBS	1,200	(600)	600
101-191.00-807.000	AUDIT FEES	7,000	0	7,000
101-191.00-818.000	CONTRACTUAL SERVICES	46,500	(10,000)	36,500
101-191.00-956.000	MISCELLANEOUS	500	0	500
101-191.00-960.000	EDUCATION & TRAINING	2,100	(1,000)	1,100
Totals for dept 191.00-ACCOUNTING		147,120	(11,600)	135,520

Dept 215.00-CLERK

101-215.00-703.000	SALARIES	152,050	0	152,050
101-215.00-703.001	DEPUTY SALARY	2,500	0	2,500
101-215.00-715.000	SOCIAL SECURITY/MEDICARE	11,850	0	11,850
101-215.00-716.000	HEALTH INSURANCE	35,000	250	35,250
101-215.00-716.010	DENTAL INSURANCE	3,100	0	3,100
101-215.00-717.000	LIFE INSURANCE	770	0	770
101-215.00-718.000	PENSION CONTRIBUTION	15,200	0	15,200
101-215.00-719.000	DISABILITY INSURANCE	1,150	0	1,150
101-215.00-724.000	WORKERS COMP	490	0	490
101-215.00-740.000	MATERIAL & SUPPLIES	1,200	(400)	800
101-215.00-817.000	CODIFICATION OF TWP ORDINANCES	3,000	1,000	4,000
101-215.00-818.000	CONTRACTUAL SERVICES	430	0	430
101-215.00-870.000	MILEAGE	250	0	250
101-215.00-902.000	PUBLISHING/LEGAL NOTICES	6,000	(800)	5,200
101-215.00-956.000	MISCELLANEOUS	500	0	500
101-215.00-960.000	EDUCATION & TRAINING	2,700	0	2,700
Totals for dept 215.00-CLERK		236,190	50	236,240

Dept 228.00-INFORMATION TECHNOLOGY

101-228.00-703.000	SALARIES	116,530	0	116,530
101-228.00-703.005	PART TIME HELP	8,000	(3,000)	5,000
101-228.00-703.007	LONGEVITY	1,350	0	1,350
101-228.00-715.000	SOCIAL SECURITY/MEDICARE	10,100	(940)	9,160
101-228.00-716.000	HEALTH INSURANCE	18,750	0	18,750
101-228.00-716.010	DENTAL INSURANCE	1,480	0	1,480
101-228.00-717.000	LIFE INSURANCE	600	0	600
101-228.00-718.000	PENSION CONTRIBUTION	11,600	0	11,600
101-228.00-719.000	DISABILITY INSURANCE	880	0	880
101-228.00-724.000	WORKERS COMP	570	0	570
101-228.00-740.000	MATERIAL & SUPPLIES	9,250	(250)	9,000
101-228.00-818.000	CONTRACTUAL SERVICES	9,400	(6,000)	3,400
101-228.00-853.000	TELEPHONE/COMMUNICATIONS	3,000	0	3,000
101-228.00-870.000	MILEAGE	300	(200)	100
101-228.00-930.001	HARDWARE MAINTENANCE	10,000	(500)	9,500
101-228.00-930.025	COMPUTER EQUIPMENT	20,000	(10,000)	10,000
101-228.00-930.030	COMPUTER SOFTWARE MAINTENANCE	49,900	(4,900)	45,000
101-228.00-932.000	COMPUTER PROGRAM CHANGES	0	0	0
101-228.00-956.000	MISCELLANEOUS	250	0	250

GL NUMBER	DESCRIPTION	2013	2013	
		Amended Budget	Budget Request #3	Amended Budget
101-228.00-960.000	EDUCATION & TRAINING	2,000	(1,750)	250
101-228.00-970.000	CAPITAL OUTLAY	21,000	0	21,000
Totals for dept 228.00-INFORMATION TECHNOLOGY		294,960	(27,540)	267,420

Dept 253.00-TREASURERS

101-253.00-703.000	SALARIES	124,200	0	124,200
101-253.00-703.001	DEPUTY SALARY	2,500	0	2,500
101-253.00-703.005	PART TIME HELP	35,500	0	35,500
101-253.00-715.000	SOCIAL SECURITY/MEDICARE	10,600	0	10,600
101-253.00-716.000	HEALTH INSURANCE	20,550	0	20,550
101-253.00-716.010	DENTAL INSURANCE	2,590	0	2,590
101-253.00-717.000	LIFE INSURANCE	510	0	510
101-253.00-718.000	PENSION CONTRIBUTION	11,150	0	11,150
101-253.00-719.000	DISABILITY INSURANCE	800	0	800
101-253.00-724.000	WORKERS COMP	420	0	420
101-253.00-726.000	OFFICE SUPPLIES	1,000	0	1,000
101-253.00-729.001	TAX BILL PRINTING	14,600	0	14,600
101-253.00-802.000	MEMBERSHIPS, DUES, SUBS	600	0	600
101-253.00-815.000	COURT FILING/SERVICE FEES	500	0	500
101-253.00-818.000	CONTRACTUAL SERVICES	4,650	0	4,650
101-253.00-870.000	MILEAGE	300	0	300
101-253.00-930.020	EQUIPMENT MAIN & REPAIR	1,000	100	1,100
101-253.00-956.000	MISCELLANEOUS	2,000	0	2,000
101-253.00-960.000	EDUCATION & TRAINING	4,000	0	4,000
101-253.00-970.000	CAPITAL OUTLAY	12,750	0	12,750
Totals for dept 253.00-TREASURERS		250,220	100	250,320

Dept 257.00-ASSESSING

101-257.00-703.000	SALARIES	163,700	0	163,700
101-257.00-703.005	PART TIME HELP	0	0	0
101-257.00-703.010	OVERTIME	510	0	510
101-257.00-708.000	BOARD OF REVIEW	2,700	0	2,700
101-257.00-715.000	SOCIAL SECURITY/MEDICARE	13,550	0	13,550
101-257.00-716.000	HEALTH INSURANCE	26,000	0	26,000
101-257.00-716.010	DENTAL INSURANCE	4,200	0	4,200
101-257.00-717.000	LIFE INSURANCE	850	0	850
101-257.00-718.000	PENSION CONTRIBUTION	16,370	0	16,370
101-257.00-719.000	DISABILITY INSURANCE	1,250	0	1,250
101-257.00-724.000	WORKERS COMP	1,800	0	1,800
101-257.00-729.000	ASSESSMENT NOTICES/PP STATEMENTS	7,450	0	7,450
101-257.00-730.000	GASOLINE	500	0	500
101-257.00-740.000	MATERIAL & SUPPLIES	2,000	0	2,000
101-257.00-801.000	LEGAL FEES	55,250	5,000	60,250
101-257.00-802.000	MEMBERSHIPS, DUES, SUBS	1,100	300	1,400
101-257.00-818.000	CONTRACTUAL SERVICES	30,000	12,000	42,000
101-257.00-870.000	MILEAGE	0	0	0
101-257.00-930.020	EQUIPMENT MAIN & REPAIR	1,000	0	1,000
101-257.00-931.000	VEHICLE REPAIR/MAINTENANCE	1,200	(700)	500

GL NUMBER	DESCRIPTION	2013	2013	
		Amended Budget	Budget Request #3	Amended Budget
101-257.00-956.000	MISCELLANEOUS	500	(100)	400
101-257.00-960.000	EDUCATION & TRAINING	4,770	(2,270)	2,500
101-257.00-970.000	CAPITAL OUTLAY	8,550	0	8,550
Totals for dept 257.00-ASSESSING		343,250	14,230	357,480

Dept 262.00-ELECTIONS

101-262.00-724.000	WORKERS COMP	80	0	80
101-262.00-726.000	OFFICE SUPPLIES	3,000	(1,900)	1,100
101-262.00-803.000	POSTAGE	1,000	0	1,000
101-262.00-818.000	CONTRACTUAL SERVICES	3,510	(240)	3,270
101-262.00-956.000	MISCELLANEOUS	500	0	500
Totals for dept 262.00-ELECTIONS		8,090	(2,140)	5,950

Dept 265.00-BUILDING & GROUNDS

101-265.00-703.000	SALARIES	39,720	2,180	41,900
101-265.00-703.005	PART TIME HELP	1,350	0	1,350
101-265.00-703.010	OVERTIME	2,730	0	2,730
101-265.00-715.000	SOCIAL SECURITY/MEDICARE	3,380	0	3,380
101-265.00-716.000	HEALTH INSURANCE	8,940	0	8,940
101-265.00-716.010	DENTAL INSURANCE	1,040	0	1,040
101-265.00-717.000	LIFE INSURANCE	200	0	200
101-265.00-718.000	PENSION CONTRIBUTION	3,930	260	4,190
101-265.00-719.000	DISABILITY INSURANCE	300	0	300
101-265.00-724.000	WORKERS COMP	730	0	730
101-265.00-730.000	GASOLINE	2,070	0	2,070
101-265.00-775.001	EQUIPMENT & SUPPLIES	5,800	700	6,500
101-265.00-805.000	ENGINEERING SERVICES	2,000	0	2,000
101-265.00-818.000	CONTRACTUAL SERVICES	55,420	0	55,420
101-265.00-853.000	TELEPHONE/COMMUNICATIONS	16,300	0	16,300
101-265.00-921.030	UTILITIES - WATER	6,670	1,750	8,420
101-265.00-921.035	UTILITIES - SEWER	3,520	700	4,220
101-265.00-921.040	UTILITIES - ELECTRIC	66,040	2,000	68,040
101-265.00-921.045	UTILITIES - GAS	17,570	1,700	19,270
101-265.00-930.000	BUILDING MAINTENANCE & REPAIRS	37,540	0	37,540
101-265.00-930.020	EQUIPMENT MAIN & REPAIR	4,530	0	4,530
101-265.00-956.000	MISCELLANEOUS	600	0	600
101-265.00-970.000	CAPITAL OUTLAY	23,650	0	23,650
Totals for dept 265.00-BUILDING & GROUNDS		304,030	9,290	313,320

Dept 276.00-CEMETERY

101-276.00-703.000	SALARIES	37,760	0	37,760
101-276.00-703.005	PART TIME HELP	10,360	0	10,360
101-276.00-703.010	OVERTIME	1,720	0	1,720
101-276.00-715.000	SOCIAL SECURITY/MEDICARE	3,830	0	3,830
101-276.00-716.000	HEALTH INSURANCE	8,290	0	8,290
101-276.00-716.010	DENTAL INSURANCE	960	0	960
101-276.00-717.000	LIFE INSURANCE	190	0	190
101-276.00-718.000	PENSION CONTRIBUTION	3,720	0	3,720

GL NUMBER	DESCRIPTION	2013	2013	
		Amended Budget	Budget Request #3	Amended Budget
101-276.00-719.000	DISABILITY INSURANCE	280	0	280
101-276.00-724.000	WORKERS COMP	1,130	0	1,130
101-276.00-730.000	GASOLINE	1,920	0	1,920
101-276.00-731.000	PROPANE GAS	250	0	250
101-276.00-775.001	EQUIPMENT & SUPPLIES	5,800	0	5,800
101-276.00-818.000	CONTRACTUAL SERVICES	37,490	0	37,490
101-276.00-853.000	TELEPHONE/COMMUNICATIONS	80	0	80
101-276.00-921.040	UTILITIES - ELECTRIC	500	0	500
101-276.00-930.000	BUILDING MAINTENANCE & REPAIRS	8,000	(7,900)	100
101-276.00-930.020	EQUIPMENT MAIN & REPAIR	5,300	0	5,300
101-276.00-956.000	MISCELLANEOUS	2,500	0	2,500
101-276.00-960.000	EDUCATION & TRAINING	250	(250)	0
101-276.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	500	0	500
Totals for dept 276.00-CEMETERY		130,830	(8,150)	122,680

Dept 281.00-STORMWATER

101-281.00-703.000	SALARIES	37,750	0	37,750
101-281.00-703.005	PART TIME HELP	14,360	0	14,360
101-281.00-703.010	OVERTIME	1,620	200	1,820
101-281.00-715.000	SOCIAL SECURITY/MEDICARE	4,160	0	4,160
101-281.00-716.000	HEALTH INSURANCE	8,720	0	8,720
101-281.00-716.010	DENTAL INSURANCE	1,110	0	1,110
101-281.00-717.000	LIFE INSURANCE	180	0	180
101-281.00-718.000	PENSION CONTRIBUTION	3,780	0	3,780
101-281.00-719.000	DISABILITY INSURANCE	270	0	270
101-281.00-724.000	WORKERS COMP INSUR	1,100	0	1,100
101-281.00-726.000	OFFICE SUPPLIES	500	(500)	0
101-281.00-730.000	GASOLINE	2,020	0	2,020
101-281.00-741.000	OTHER OPERATING EXPENSES	250	0	250
101-281.00-742.000	LABORATORY SUPPLIES	4,500	0	4,500
101-281.00-745.000	OFF-SITE LAB TESTING	500	0	500
101-281.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	250	(110)	140
101-281.00-801.000	LEGAL FEES	1,000	0	1,000
101-281.00-805.000	ENGINEERING SERVICES	1,000	0	1,000
101-281.00-818.225	SOLID WASTE DISPOSAL	1,000	1,530	2,530
101-281.00-853.000	TELEPHONE/COMMUNICATIONS	140	0	140
101-281.00-928.000	REGULATORY FEES	9,740	0	9,740
101-281.00-930.020	EQUIPMENT MAIN & REPAIR	5,420	0	5,420
101-281.00-956.000	MISCELLANEOUS	200	110	310
101-281.00-956.005	COMMUNITY OUTREACH PROGRAMS	9,400	0	9,400
101-281.00-960.000	EDUCATION & TRAINING	1,000	(280)	720
101-281.00-967.010	TOWNSHIP-AT-LARGE DRAINS	285,000	0	285,000
Totals for dept 281.00-STORMWATER		394,970	950	395,920

Dept 446.00-INFRASTRUCTURE

101-446.00-922.000	STREETLIGHTS	348,000	0	348,000
101-446.00-969.000	STREET IMPROVEMENTS	159,710	62,790	222,500
101-446.00-969.002	SIDEWALK IMPROVEMENT/REPAIR	185,350	0	185,350

GL NUMBER	DESCRIPTION	2013		2013
		Amended Budget	Budget Request #3	Amended Budget
101-446.00-999.410	TRANSFER TO N CONN TRAIL CONTR FD	0	0	0
Totals for dept 446.00-INFRASTRUCTURE		693,060	62,790	755,850

Dept 721.00-PLANNING/COMMUNITY DEVELOPMENT

101-721.00-703.000	SALARIES	323,130	0	323,130
101-721.00-704.000	PLANNING COMMISSION SALARIES	10,000	(4,000)	6,000
101-721.00-715.000	SOCIAL SECURITY/MEDICARE	26,050	0	26,050
101-721.00-716.000	HEALTH INSURANCE	72,000	0	72,000
101-721.00-716.010	DENTAL INSURANCE	8,000	0	8,000
101-721.00-717.000	LIFE INSURANCE	1,650	0	1,650
101-721.00-718.000	PENSION CONTRIBUTION	32,320	0	32,320
101-721.00-719.000	DISABILITY INSURANCE	2,460	0	2,460
101-721.00-724.000	WORKERS COMPENSATION INSURANCE	1,600	0	1,600
101-721.00-725.000	CLOTHING/CLEANING ALLOWANCE	1,000	0	1,000
101-721.00-726.000	OFFICE SUPPLIES	2,000	0	2,000
101-721.00-730.000	GASOLINE	3,840	0	3,840
101-721.00-801.000	LEGAL FEES	8,000	4,000	12,000
101-721.00-802.000	MEMBERSHIPS,DUES,SUBSCRIPTIONS	1,800	0	1,800
101-721.00-803.000	POSTAGE	1,800	500	2,300
101-721.00-818.000	CONTRACTUAL SERVICES	22,950	0	22,950
101-721.00-818.040	CONTR SERV-PLANNING FUNCTIONS	5,000	0	5,000
101-721.00-853.000	TELEPHONE/COMMUNICATIONS	3,380	960	4,340
101-721.00-870.000	MILEAGE	300	0	300
101-721.00-902.000	PUBLISHING/LEGAL NOTICES	3,330	200	3,530
101-721.00-930.062	NSP-1953 ADELPHA	61,400	0	61,400
101-721.00-930.063	NSP HOME	30,000	0	30,000
101-721.00-931.000	VEHICLE REPAIR/MAINTENANCE	2,500	500	3,000
101-721.00-941.000	OFFICE EQUIPMENT LEASE	4,000	0	4,000
101-721.00-956.000	MISCELLANEOUS	1,500	0	1,500
101-721.00-958.000	CODE ENFORCEMENT EXPENSE	18,000	0	18,000
101-721.00-959.000	SOIL EROSION & SED CNTRL EXPENSE	500	0	500
101-721.00-960.000	EDUCATION & TRAINING	6,500	0	6,500
101-721.00-970.000	CAPITAL OUTLAY	8,500	0	8,500
Totals for dept 721.00-PLANNING/COMMUNITY DEVELOPMENT		663,510	2,160	665,670

Dept 752.00-PARKS ADMINISTRATION

101-752.00-703.000	SALARIES	109,100	0	109,100
101-752.00-703.010	OVERTIME	1,000	(500)	500
101-752.00-704.001	PARK COMMISSION COMPENSATION	5,280	(840)	4,440
101-752.00-715.000	SOCIAL SECURITY/MEDICARE	8,840	0	8,840
101-752.00-716.000	HEALTH INSURANCE	11,260	0	11,260
101-752.00-716.010	DENTAL INSURANCE	1,140	0	1,140
101-752.00-717.000	LIFE INSURANCE	550	0	550
101-752.00-718.000	PENSION CONTRIBUTION	10,910	0	10,910
101-752.00-719.000	DISABILITY INSURANCE	830	0	830
101-752.00-724.000	WORKERS COMP INSUR	2,000	(860)	1,140
101-752.00-726.000	OFFICE SUPPLIES	2,000	0	2,000
101-752.00-802.000	MEMBERSHIPS,DUES,SUBS	1,000	0	1,000

GL NUMBER	DESCRIPTION	2013	2013	
		Amended Budget	Budget Request #3	Amended Budget
101-752.00-803.000	POSTAGE	1,500	(900)	600
101-752.00-818.000	CONTRACTUAL SERVICES	7,500	0	7,500
101-752.00-853.000	TELEPHONE/COMMUNICATIONS	7,550	(1,550)	6,000
101-752.00-956.000	MISCELLANEOUS	6,000	0	6,000
101-752.00-960.000	EDUCATION & TRAINING	5,000	(5,000)	0
101-752.00-967.000	MASTER PLAN RESEARCH	1,000	(250)	750
Totals for dept 752.00-PARKS ADMINISTRATION		182,460	(9,900)	172,560

Dept 771.00-PARKS

101-771.00-703.000	SALARIES	0	0	0
101-771.00-703.005	PART TIME HELP	118,290	8,020	126,310
101-771.00-703.010	OVERTIME	4,000	0	4,000
101-771.00-703.051	SEASONAL LABOR	98,700	(16,700)	82,000
101-771.00-715.000	SOCIAL SECURITY/MEDICARE	16,790	0	16,790
101-771.00-716.000	HEALTH INSURANCE	0	0	0
101-771.00-716.010	DENTAL INSURANCE	0	0	0
101-771.00-717.000	LIFE INSURANCE	0	0	0
101-771.00-718.000	PENSION CONTRIBUTION	0	0	0
101-771.00-719.000	DISABILITY INSURANCE	0	0	0
101-771.00-724.000	WORKERS COMP INSUR	5,770	(2,970)	2,800
101-771.00-725.000	CLOTHING/CLEANING ALLOWANCE	2,500	0	2,500
101-771.00-730.000	GASOLINE	10,500	4,000	14,500
101-771.00-748.000	TOOLS	2,500	0	2,500
101-771.00-775.001	EQUIPMENT & SUPPLIES	8,000	3,000	11,000
101-771.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	500	100	600
101-771.00-818.000	CONTRACTUAL SERVICES	40,000	0	40,000
101-771.00-921.030	UTILITIES - WATER	8,700	(1,950)	6,750
101-771.00-921.035	UTILITIES - SEWER	4,300	(550)	3,750
101-771.00-921.040	UTILITIES - ELECTRIC	36,300	(800)	35,500
101-771.00-921.045	UTILITIES - GAS	4,250	(2,250)	2,000
101-771.00-930.000	BLDG & GRDS MAINT & REPAIRS	23,000	4,500	27,500
101-771.00-930.010	GROUNDS MAINTENANCE & REPAIRS	20,000	(6,000)	14,000
101-771.00-930.020	EQUIPMENT MAIN & REPAIR	10,000	(2,000)	8,000
101-771.00-931.000	VEHICLE REPAIR/MAINTENANCE	5,000	1,000	6,000
101-771.00-956.000	MISCELLANEOUS	2,000	(1,400)	600
101-771.00-970.000	CAPITAL OUTLAY	83,000	(19,670)	63,330
Totals for dept 771.00-PARKS		504,100	(33,670)	470,430

Dept 774.00-RECREATION

101-774.00-703.000	SALARIES	52,200	0	52,200
101-774.00-715.000	SOCIAL SECURITY/MEDICARE	4,000	0	4,000
101-774.00-716.000	HEALTH INSURANCE	13,260	0	13,260
101-774.00-716.010	DENTAL INSURANCE	970	0	970
101-774.00-717.000	LIFE INSURANCE	270	0	270
101-774.00-718.000	PENSION CONTRIBUTION	5,220	0	5,220
101-774.00-719.000	DISABILITY INSURANCE	400	0	400
101-774.00-724.000	WORKERS COMP INSUR	1,420	(230)	1,190
101-774.00-739.000	T-SHIRTS & UNIFORMS	15,000	(5,120)	9,880

GL NUMBER	DESCRIPTION	2013	2013	
		Amended Budget	Budget Request #3	Amended Budget
101-774.00-739.001	AWARDS & TROPHIES	2,500	0	2,500
101-774.00-775.001	EQUIPMENT & SUPPLIES	15,500	0	15,500
101-774.00-802.001	ASA MEN'S FEES-SOFTBALL	1,320	(200)	1,120
101-774.00-802.002	ADULT SOFTBALL UMPIRES	14,400	(14,030)	370
101-774.00-809.000	SENIOR CITIZEN TRIPS	25,000	(7,780)	17,220
101-774.00-812.000	RECREATION ENTRY FEES	1,300	(1,100)	200
101-774.00-818.000	CONTRACTUAL SERVICES	15,860	(1,860)	14,000
101-774.00-910.001	ASA FIELD INSURANCE	300	0	300
101-774.00-956.000	MISCELLANEOUS	500	0	500
101-774.00-956.040	SPECIAL EVENTS	4,000	8,000	12,000
Totals for dept 774.00-RECREATION		173,420	(22,320)	151,100
Dept 850.00-OTHER FUNCTIONS				
101-850.00-714.000	RETIREE'S BENEFITS	190,200	4,500	194,700
101-850.00-720.000	UNEMPLOYMENT-REIMBURSEMENT	5,000	0	5,000
101-850.00-726.000	OFFICE SUPPLIES	8,000	0	8,000
101-850.00-801.000	LEGAL FEES	17,000	5,000	22,000
101-850.00-803.000	POSTAGE	10,000	0	10,000
101-850.00-818.000	CONTRACTUAL SERVICES	57,000	0	57,000
101-850.00-902.001	NEWSLETTER	4,400	0	4,400
101-850.00-910.000	INSURANCE & BONDS	49,000	0	49,000
101-850.00-930.020	EQUIPMENT MAIN & REPAIR	11,000	0	11,000
101-850.00-941.000	OFFICE EQUIPMENT LEASE	3,100	0	3,100
101-850.00-956.000	MISCELLANEOUS	30,000	0	30,000
101-850.00-960.005	GROUP EDUCATION & TRAINING	3,000	(3,000)	0
101-850.00-964.000	TAX ADJUSTMENTS TO COUNTY/TWP	12,000	0	12,000
101-850.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	1,500	2,300	3,800
101-850.00-999.206	TRANSFER OUT TO FIRE FUND	639,410	(13,020)	626,390
101-850.00-999.207	TRANSFER OUT TO POLICE FUND	1,295,330	(5,770)	1,289,560
Totals for dept 850.00-OTHER FUNCTIONS		2,335,940	(9,990)	2,325,950
Dept 905.00-DEBT SERVICE				
101-905.00-991.200	PRINCIPAL - VALHALLA PARK 2	33,340	0	33,340
101-905.00-995.200	INTEREST - VALHALLA PARK 2	7,570	0	7,570
Totals for dept 905.00-DEBT SERVICE		40,910	0	40,910
TOTAL APPROPRIATIONS		7,136,920	(35,660)	7,101,260
NET OF REVENUES/APPROPRIATIONS - FUND 101		128,700	117,770	246,470
BEGINNING FUND BALANCE		5,383,511		5,383,511
ENDING FUND BALANCE		5,512,211		5,629,981

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 3 to Resolution No. 2012-014 – FY 2013 Sewer Fund Budget

---

Enclosed for your review and approval is Amendment No. 3 to Resolution No. 2012-014 for the FY 2013 Sewer Fund Budget.

Revenues are projected to decrease by \$256,640 primarily due to a reduction in sewer user charges.

Changes in expenditures include an increase in Administration of \$8,500, a decrease in the Department of Public Services of \$145,320 and a decrease in Capital Outlay of \$270,600 for a total decrease in expenditures of \$407,420.

Altogether the year-end fund balance will increase by \$150,780 from \$33,777,291 to \$33,928,071.

**RECOMMENDED MOTION:**

**To adopt Amendment No. 3 to Resolution No. 2012-014 for the Fiscal Year 2013 Sewer Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-014  
 F.Y. 2013 SEWER FUND BUDGET  
 AMENDMENT NO. 3

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	3rd Budget Request	2013 Amended Budget
<b>Revenue</b>					
Licenses and Permits	57,500	-	73,500	112,000	243,000
Charges for Services	5,320,310	-	3,980	(371,500)	4,952,790
Interest	22,000	-	(6,000)	2,000	18,000
Other	41,970	-	4,670	860	47,500
<b>Total Revenue</b>	<b>\$ 5,441,780</b>	<b>\$ -</b>	<b>\$ 76,150</b>	<b>\$ (256,640)</b>	<b>\$ 5,261,290</b>
<b>Expenditures</b>					
<b>Public Works</b>					
Administration	652,450	-	6,180	8,500	667,130
Public Services	2,982,260	-	58,990	(145,320)	2,895,930
Capital Outlay	275,000	520,000	(15,000)	(270,600)	509,400
General Obligation Debt	1,767,600	-	-	-	1,767,600
<b>Total Expenditures</b>	<b>5,677,310</b>	<b>520,000</b>	<b>50,170</b>	<b>(407,420)</b>	<b>5,840,060</b>
<b>Other Financing Sources (Uses)</b>					
Sale of Fixed Assets	27,000	-	(400)	-	26,600
<b>Total Other Financing Sources (Uses)</b>	<b>27,000</b>	<b>-</b>	<b>(400)</b>	<b>-</b>	<b>26,600</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(208,530)</b>	<b>(520,000)</b>	<b>25,580</b>	<b>150,780</b>	<b>(552,170)</b>
<b>Fund Balance, Beginning</b>	<b>34,480,241</b>				<b>34,480,241</b>
<b>Fund Balance, Ending</b>	<b>\$ 34,271,711</b>				<b>\$ 33,928,071</b>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

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EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #3	2013 AMENDED BUDGET
Fund 590 - SEWAGE DISPOSAL SYSTEM				
ESTIMATED REVENUES				
590-000.00-607.000	SEWER USER CHARGES	3,516,110	(371,500)	3,144,610
590-000.00-609.000	BASIC SERVICE CHARGE	1,764,980	0	1,764,980
590-000.00-610.000	INDUSTRIAL PRETREATMENT CHARGE	43,200	0	43,200
590-000.00-626.000	SEWER PERMITS/FEES	131,000	112,000	243,000
590-000.00-664.000	INTEREST	3,000	2,000	5,000
590-000.00-664.080	OTHER SPEC ASSM INTEREST	1,900	0	1,900
590-000.00-670.000	RENTAL OF FARMLAND	11,100	0	11,100
590-000.00-673.000	SALE OF FIXED ASSETS	26,600	0	26,600
590-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	22,980	860	23,840
590-000.00-694.000	MISCELLANEOUS REVENUE	23,660	0	23,660
TOTAL ESTIMATED REVENUES		5,544,530	(256,640)	5,287,890
Expenditures				
Dept 548.00-ADMINISTRATION & OVERHEAD				
590-548.00-705.000	BOARD OF APPEALS-PER DIEM	600	0	600
590-548.00-714.000	RETIREE'S BENEFITS	130,820	0	130,820
590-548.00-720.000	UNEMPLOYMENT REIMB	2,000	0	2,000
590-548.00-726.000	OFFICE SUPPLIES	750	0	750
590-548.00-801.000	LEGAL FEES	10,000	0	10,000
590-548.00-803.000	POSTAGE	33,960	0	33,960
590-548.00-807.000	AUDIT FEES	12,850	0	12,850
590-548.00-818.000	CONTRACTUAL SERVICES	14,350	9,500	23,850
590-548.00-902.000	PUBLISHING/LEGAL NOTICES	1,000	(1,000)	0
590-548.00-910.000	INSURANCE & BONDS	65,850	0	65,850
590-548.00-956.000	MISCELLANEOUS	1,000	0	1,000
590-548.00-960.000	EDUCATION & TRAINING	1,000	0	1,000
590-548.00-999.040	GENERAL FUND COST ALLOCATION	384,450	0	384,450
Totals for dept 548.00-ADMINISTRATION & OVERHEAD		658,630	8,500	667,130
Dept 558.00-DEPT OF PUBLIC SERVICE				
590-558.00-703.000	SALARIES	797,060	0	797,060
590-558.00-703.005	PART TIME HELP	95,510	0	95,510
590-558.00-703.010	OVERTIME	76,320	0	76,320
590-558.00-715.000	SOCIAL SECURITY/MEDICARE	75,290	0	75,290
590-558.00-716.000	HEALTH INSURANCE	183,330	0	183,330
590-558.00-716.010	DENTAL INSURANCE	21,270	0	21,270
590-558.00-717.000	LIFE INSURANCE	4,070	0	4,070
590-558.00-718.000	PENSION CONTRIBUTION	80,700	0	80,700
590-558.00-719.000	DISABILITY INSURANCE	6,060	0	6,060
590-558.00-724.000	WORKERS COMP	19,290	0	19,290
590-558.00-726.000	OFFICE SUPPLIES	5,500	0	5,500
590-558.00-728.000	CERTIFICATION	1,200	0	1,200
590-558.00-730.000	GASOLINE	43,400	0	43,400
590-558.00-732.000	FUEL OIL	6,000	2,000	8,000
590-558.00-734.000	UNIFORMS	15,700	0	15,700
590-558.00-740.010	COMPUTER EXPENSES	31,000	(11,000)	20,000

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #3	2013 AMENDED BUDGET
590-558.00-741.000	OTHER OPERATING EXPENSES	18,000	2,000	20,000
590-558.00-742.000	LABORATORY SUPPLIES	32,000	0	32,000
590-558.00-743.000	TREATMENT CHEMICALS	200,000	0	200,000
590-558.00-745.000	OFF-SITE LAB TESTING	32,500	0	32,500
590-558.00-775.003	SAFETY EQUIPMENT AND SUPPLIES	18,500	0	18,500
590-558.00-805.000	ENGINEERING SERVICES	40,000	23,700	63,700
590-558.00-818.000	CONTRACTUAL SERVICES	4,240	0	4,240
590-558.00-818.015	CONTRACTUAL SERV-SAFETY PGM	2,000	(2,000)	0
590-558.00-818.220	SLUDGE HAULING	122,000	(41,100)	80,900
590-558.00-818.225	SOLID WASTE DISPOSAL	43,050	(13,050)	30,000
590-558.00-853.000	TELEPHONE/COMMUNICATIONS	39,580	0	39,580
590-558.00-921.030	UTILITIES - WATER	15,150	0	15,150
590-558.00-921.035	UTILITIES - SEWER	2,400	0	2,400
590-558.00-921.040	UTILITIES - ELECTRIC	282,910	0	282,910
590-558.00-921.045	UTILITIES - GAS	71,370	(11,370)	60,000
590-558.00-928.000	REGULATORY FEES	13,260	0	13,260
590-558.00-930.000	BUILDING MAINTENANCE & REPAIRS	24,500	3,500	28,000
590-558.00-930.015	REPAIRS & MAINTENANCE - L.S.	55,000	0	55,000
590-558.00-930.016	REPAIRS & MAINTENANCE - C.S.	70,000	(45,000)	25,000
590-558.00-930.020	EQUIPMENT MAIN & REPAIR	94,050	(20,000)	74,050
590-558.00-930.040	BLDG MAIN & REPAIR-CONTRACTED	120,950	0	120,950
590-558.00-930.050	EQUIPMENT MAIN/REPR-CONTRACTED	90,690	0	90,690
590-558.00-931.000	VEHICLE REPAIR/MAINTENANCE	11,300	0	11,300
590-558.00-956.000	MISCELLANEOUS	5,700	0	5,700
590-558.00-956.005	COMMUNITY OUTREACH PROGRAMS	11,180	0	11,180
590-558.00-960.000	EDUCATION & TRAINING	23,500	(8,000)	15,500
590-558.00-967.020	TWP PROPERTIES-DRAIN/TAXES/SAD	350	0	350
590-558.00-970.000	CAPITAL OUTLAY	110,370	0	110,370
590-558.00-981.000	REPLACEMENT FUND ALLOCATION	25,000	(25,000)	0
Totals for dept 558.00-DEPT OF PUBLIC SERVICE		3,041,250	(145,320)	2,895,930
Dept 578.01-CAPITAL IMPROVEMENTS				
590-578.01-805.310	SEWER REHAB PROGRAM-ENGINEE	20,000	(20,000)	0
590-578.01-805.331	LIFT STATION D ENGINEERING	150,000	0	150,000
590-578.01-805.334	P.T. RD LS & CONTROL UPGRADES ENG	5,000	0	5,000
590-578.01-805.335	EIFERT RD FORCE MAIN REPL ENG	25,000	0	25,000
590-578.01-976.310	SEWER REHAB PROGRAM-CONSTR	200,000	(200,000)	0
590-578.01-976.331	LIFT STATION D CONSTRUCTION	270,000	0	270,000
590-578.01-976.334	P.T. RD LS & CONTROL UPGRADES	50,000	(50,000)	0
590-578.01-976.335	EIFERT RD FORCE MAIN REPL CONSTR	60,000	(600)	59,400
Totals for dept 578.01-CAPITAL IMPROVEMENTS		780,000	(270,600)	509,400
Dept 588.01-G.O. BOND INDEBTEDNESS				
590-588.01-991.000	PRINCIPAL	1,237,500	0	1,237,500
590-588.01-995.000	INTEREST	528,600	0	528,600
590-588.01-999.000	PAYING AGENT FEES	1,500	0	1,500
Totals for dept 588.01-G.O. BOND INDEBTEDNESS		1,767,600	0	1,767,600
TOTAL APPROPRIATIONS		6,247,480	(407,420)	5,840,060
NET OF REVENUES/APPROPRIATIONS - FUND 590		(702,950)	150,780	(552,170)
BEGINNING FUND BALANCE		34,480,241		34,480,241
ENDING FUND BALANCE		33,777,291		33,928,071

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 1 to Resolution No. 2012-015 – FY 2013 Water Improvement Fund Budget

---

Enclosed for your review and approval is Amendment No. 1 to Resolution No. 2012-015 – FY 2013 Water Improvement Fund Budget.

Changes in revenue include a increase of \$26,850 primarily from an increase in water improvement payback revenues while expenditures are projected to decrease by \$1,000.

As a result, fund balance is projected to increase by \$27,850 from \$307,430 to \$335,280.

**RECOMMENDED MOTION:**

**To adopt Amendment No. 1 to Resolution No. 2012-015 for the Fiscal Year 2013 Water Improvement Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-015  
 F.Y. 2013 WATER IMPROVEMENT FUND BUDGET  
 AMENDMENT NO. 1

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

Present:

Absent: None

	2013 Adopted Budget	1st Budget Request	2013 Amended Budget
<b>Revenue</b>			
Charges for Services	\$ 12,500	\$ 27,500	\$ 40,000
Interest	700	(650)	50
Other	8,370	-	8,370
<b>Total Revenue</b>	<b>21,570</b>	<b>26,850</b>	<b>48,420</b>
<b>Expenditures</b>			
Admin & Construction	5,050	(700)	4,350
Debt Service	76,800	(300)	76,500
<b>Total Expenditures</b>	<b>81,850</b>	<b>(1,000)</b>	<b>80,850</b>
 Revenues Over (Under) Expenditures	 (60,280)	 27,850	 (32,430)
Fund Balance, Beginning	367,710	-	367,710
 Fund Balance, Ending	 <u>\$ 307,430</u>		 <u>\$ 335,280</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

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EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 BUDGET	BUDGET REQUEST #1	2013 AMENDED BUDGET
<b>REVENUES</b>				
225-000.00-608.000	WATER IMPROVEMENT REVENUE	12,500	\$ 27,500	\$ 40,000
225-000.00-664.000	INTEREST	700	(650)	50
225-000.00-672.020	SPECIAL ASSM PMTS-PRINCIPAL	7,000	-	7,000
225-000.00-672.021	SPECIAL ASSM PAYMENTS-INTEREST	1,370	-	1,370
TOTAL REVENUES		21,570	26,850	48,420
<b>EXPENDITURES</b>				
Dept 536.00-ADMINISTRATION & CONSTRUCTION				
225-536.00-801.000	LEGAL FEES	1,500	-	1,500
225-536.00-802.000	MEMBERSHIPS,DUES,SUBS	2,350	-	2,350
225-536.00-956.000	MISCELLANEOUS	1,200	(700)	500
Totals for dept 536.00-ADMINISTRATION & CONSTRUCTION		5,050	(700)	4,350
Dept 905.00-DEBT SERVICE				
225-905.00-991.000	PRINCIPAL	59,150	-	59,150
225-905.00-995.000	INTEREST	17,150	-	17,150
225-905.00-999.000	PAYING AGENT FEES	500	(300)	200
Totals for dept 905.00-DEBT SERVICE		76,800	(300)	76,500
TOTAL EXPENDITURES		81,850	(1,000)	80,850
REVENUES OVER (UNDER) EXPENDITURES		(60,280)	27,850	(32,430)
BEGINNING FUND BALANCE		367,710		367,710
ENDING FUND BALANCE		\$ 307,430		\$ 335,280

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 2 to Resolution No. 2012-016 – FY 2013 Fire Fund Budget

---

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-016 for the FY 2013 Fire Fund Budget.

Revenues are projected to increase by \$57,000 primarily due to the increase in the SAFER Grant received while expenditures are expected to increase a total of \$43,980.

In order to maintain a zero fund balance, a reduction in the transfer of monies from the General Fund to the Fire Fund in the amount of \$13,020 is needed.

**Recommended Motion:**

**To adopt Amendment No. 2 to Resolution No. 2012-016 for the Fiscal Year 2013 Fire Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-016  
 F.Y. 2013 FIRE FUND BUDGET  
 AMENDMENT NO. 2

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
TAXES	1,015,650	\$ 470	\$ 3,770	\$ 1,019,890
GRANTS AND REVENUE SHARING	150,000	(110,000)	52,000	\$ 92,000
OTHER REVENUE	197,700	11,070	1,230	210,000
Revenue	<u>1,363,350</u>	<u>(98,460)</u>	<u>57,000</u>	<u>1,321,890</u>
Expenditures				
Public Safety	1,920,450	(16,150)	43,980	1,948,280
Total Expenditures	<u>1,920,450</u>	<u>(16,150)</u>	<u>43,980</u>	<u>1,948,280</u>
Other Financing Sources				
Transfer In from General Fund	557,100	82,310	(13,020)	626,390
Total Other Financing Sources (Uses)	<u>557,100</u>	<u>82,310</u>	<u>(13,020)</u>	<u>626,390</u>
Revenues Over (Under) Expenditures	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

---

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
Fund 206 - FIRE FUND				
ESTIMATED REVENUES				
206-000.00-403.000	CUR REAL & PERS PROP TAX	1,005,150	3,000	1,008,150
206-000.00-404.000	IFT/CFT & SERVICE FEES	9,400	0	9,400
206-000.00-445.000	DELQ TAX	1,500	700	2,200
206-000.00-445.005	DELINQUENT INTEREST & PENALTY	70	70	140
206-000.00-505.000	FEDERAL GRANT	40,000	52,000	92,000
206-000.00-675.030	DONATIONS FOR FIRE DEPT.	250	0	250
206-000.00-675.031	DONATIONS FOR 911 MEMORIAL	250	0	250
206-000.00-686.000	TRAINING REIMB FROM FETA FUND	191,270	(1,570)	189,700
206-000.00-687.000	REFUNDS/REBATE/REIMBURSEMENTS	17,000	2,800	19,800
206-000.00-699.150	TRANSFER IN FROM GENERAL FUND	639,410	(13,020)	626,390
TOTAL ESTIMATED REVENUES		1,904,300	43,980	1,948,280
EXPENDITURES				
Dept 336.00-FIRE DEPARTMENT				
206-336.00-703.000	SALARIES	792,470	53,530	846,000
206-336.00-703.005	PART TIME HELP	59,850	6,000	65,850
206-336.00-703.007	LONGEVITY	1,350	0	1,350
206-336.00-703.010	OVERTIME	114,300	9,000	123,300
206-336.00-703.011	HOLIDAY PAY	21,600	0	21,600
206-336.00-703.019	SALARIES-SAFER GRANT	50,180	120	50,300
206-336.00-705.000	BOARD OF APPEALS-PER DIEM	500	0	500
206-336.00-709.000	VOLUNTEER FIREMENS SALARIES	97,800	0	97,800
206-336.00-709.019	VOLUNTEER FF-SAFER GRANT	46,620	0	46,620
206-336.00-714.000	RETIREE'S BENEFITS	58,140	0	58,140
206-336.00-715.000	SOCIAL SECURITY/MEDICARE	92,820	3,400	96,220
206-336.00-716.000	HEALTH INSURANCE	154,480	0	154,480
206-336.00-716.010	DENTAL INSURANCE	13,450	4,650	18,100
206-336.00-716.019	HEALTH INSURANCE-SAFER GRANT	15,270	0	15,270
206-336.00-716.119	DENTAL INSURANCE-SAFER GRANT	1,620	(640)	980
206-336.00-717.000	LIFE INSURANCE	4,020	0	4,020
206-336.00-717.019	LIFE INSURANCE-SAFER GRANT	260	0	260
206-336.00-718.000	PENSION CONTRIBUTION	78,780	0	78,780
206-336.00-718.019	PENSION CONTRIBUTION-SAFER GRANT	5,020	0	5,020
206-336.00-719.000	DISABILITY INSURANCE	5,990	0	5,990
206-336.00-719.019	DISABILITY INSURANCE-SAFER GRANT	390	0	390
206-336.00-720.000	UNEMPLOYMENT-REIMBURSEMENT	25,830	(25,030)	800
206-336.00-724.000	WORKERS COMP INSUR	24,470	0	24,470
206-336.00-724.019	WORKER COMP-SAFER GRANT	1,090	0	1,090
206-336.00-725.000	CLOTHING/CLEANING ALLOWANCE	5,900	0	5,900
206-336.00-726.000	OFFICE SUPPLIES	2,700	0	2,700
206-336.00-730.000	GASOLINE	27,000	2,500	29,500
206-336.00-734.000	UNIFORMS	6,000	0	6,000
206-336.00-760.000	MEDICAL SUPPLIES	22,500	0	22,500
206-336.00-801.000	LEGAL FEES	1,000	2,100	3,100
206-336.00-802.000	MEMBERSHIPS,DUES,SUBS	4,250	600	4,850
206-336.00-804.000	PHYSICALS	10,500	1,000	11,500
206-336.00-807.000	AUDIT FEES	1,500	0	1,500
206-336.00-818.000	CONTRACTUAL SERVICES	27,880	(12,000)	15,880
206-336.00-853.000	TELEPHONE/COMMUNICATIONS	5,800	0	5,800
206-336.00-884.019	ADVERTISING-SAFER GRANT	12,000	0	12,000
206-336.00-910.000	INSURANCE & BONDS	57,280	0	57,280
206-336.00-921.030	UTILITIES - WATER	420	0	420
206-336.00-921.035	UTILITIES - SEWER	400	0	400
206-336.00-921.040	UTILITIES - ELECTRIC	1,370	0	1,370
206-336.00-921.045	UTILITIES - GAS	2,500	0	2,500

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
206-336.00-930.000	BLDG & GRDS MAINT & REPAIRS	7,500	(750)	6,750
206-336.00-956.000	MISCELLANEOUS	7,000	(500)	6,500
206-336.00-960.000	EDUCATION & TRAINING	7,500	0	7,500
206-336.00-960.001	FIRE PREVENTION	5,000	0	5,000
206-336.00-960.019	EDUCATION & TRAINING-SAFER GRANT	22,000	0	22,000
Totals for dept 336.00-FIRE DEPARTMENT		1,904,300	43,980	1,948,280
NET OF REVENUES/EXPENDITURES - FUND 206		0	0	0
BEGINNING FUND BALANCE		0		0
ENDING FUND BALANCE		0		0

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 3 to Resolution No. 2012-017 – FY 2013 Fire Equipment, Training and Apparatus Fund Budget

---

Enclosed for your review and approval is Amendment No. 3 to Resolution No. 2012-017 for the FY 2013 Fire Equipment, Training and Apparatus Fund Budget.

Revenues are expected to increase by \$2,100 primarily due to the sale of fixed assets while expenditures are expected to decrease by \$8,570 primarily from a reduction in capital outlay.

The net result of these changes will be an increase in fund balance of \$10,670 changing the ending fund balance from \$190,592 to \$201,262.

**RECOMMENDED MOTION:**

**To adopt Amendment No. 3 to Resolution No. 2012-017 for the Fiscal Year 2013 Fire Equipment, Training and Apparatus Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-017  
 F.Y. 2013 FETA FUND BUDGET  
 AMENDMENT NO. 3

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	3rd Budget Request	2013 Amended Budget
Taxes	\$ 336,850	\$ -	\$ 3,750	\$ (400)	\$ 340,200
Interest	250	-	(100)	-	150
Revenue	337,100	-	3,650	(400)	340,350
Expenditures					
Public Safety	309,110	-	3,070	1,430	313,610
Capital Outlay	120,000	49,650	-	(10,000)	159,650
Total Expenditures	429,110	49,650	3,070	(8,570)	473,260
Other Financing Sources (Uses)					
Sale of Capital Assets	2,000	-	(2,000)	2,500	2,500
Revenues Over (Under) Expenditures	(90,010)	(49,650)	(1,420)	10,670	(130,410)
Fund Balance, Beginning	331,672				331,672
Fund Balance, Ending	\$ 241,662				\$ 201,262

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

---

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #3	2013 AMENDED BUDGET
Fund 211 - FIRE EQUIP. & APPARATUS FUND				
ESTIMATED REVENUES				
211-000.00-403.000	CUR REAL & PERS PROP TAX	336,800	(400)	336,400
211-000.00-404.000	IFT/CFT & SERVICE FEES	3,100	0	3,100
211-000.00-445.000	DELQ TAX	650	0	650
211-000.00-445.005	DELINQUENT INTEREST & PENALTY	50	0	50
211-000.00-664.000	INTEREST	150	0	150
211-000.00-673.000	SALE OF FIXED ASSETS	0	2,500	2,500
TOTAL ESTIMATED REVENUES		340,750	2,100	342,850
Expenditures				
Dept 339.00-EQUIPMENT & APPARATUS				
211-339.00-734.001	FIRE TURNOUT GEAR MAINT AND REPAIR	7,000	0	7,000
211-339.00-734.002	FIREFIGHTING TURNOUT GEAR	10,500	4,000	14,500
211-339.00-755.000	FIRE FIGHTING EQUIP & SUPPLIES	11,000	(4,000)	7,000
211-339.00-851.000	RADIO REPAIR & MAINTENANCE	14,560	(3,000)	11,560
211-339.00-930.020	EQUIPMENT MAIN & REPAIR	13,000	0	13,000
211-339.00-931.000	VEHICLE REPAIR/MAINTENANCE	29,850	6,000	35,850
211-339.00-955.000	TRAINING REIMB TO FIRE FUND	191,270	(1,570)	189,700
211-339.00-956.000	MISCELLANEOUS	5,000		5,000
211-339.00-960.000	EDUCATION & TRAINING	30,000		30,000
211-339.00-960.015	EDUCATION & TRAIN-SAFETY PGM.	0		0
211-339.00-970.000	CAPITAL OUTLAY	20,000	(10,000)	10,000
211-339.00-981.020	VEHICLES-AMBULANCE	120,650		120,650
211-339.00-981.030	VEHICLES-UTILITY/PICKUPS, ETC.	29,000		29,000
Totals for dept 339.00-EQUIPMENT & APPARATUS		481,830	(8,570)	473,260
NET OF REVENUES/APPROPRIATIONS - FUND 211		(141,080)	10,670	(130,410)
BEGINNING FUND BALANCE		331,672		331,672
ENDING FUND BALANCE		190,592		201,262

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 2 to Resolution No. 2012-018 – FY 2013 Police Fund Budget

---

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-018 for the FY 2013 Police Fund Budget.

Revenues are projected to increase by \$770 primarily from an increase in delinquent personal property tax collected. Expenditures are expected to decrease \$5,000 for legal fees. In order to maintain a zero fund balance, a decrease of \$5,770 in the transfer from the General Fund into the Police Fund is needed.

**Recommended Motion:**

**To adopt Amendment No. 2 to Resolution No. 2012-018 for the Fiscal Year 2013 Police Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-018  
 F.Y. 2013 POLICE FUND BUDGET  
 AMENDMENT NO. 2

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Taxes	\$ 1,015,650	\$ 470	\$ 3,770	\$ 1,019,890
Fines and Forfeitures	51,000	4,000	(3,000)	52,000
Revenue	<u>1,066,650</u>	<u>4,470</u>	<u>770</u>	<u>1,071,890</u>
Expenditures				
Public Safety	2,366,450	-	(5,000)	2,361,450
Total Expenditures	<u>2,366,450</u>	<u>-</u>		<u>2,361,450</u>
Other Financing Sources				
Transfer In from General Fund	1,299,800	(4,470)	(5,770)	1,289,560
Total Other Financing Sources (Uses)	<u>1,299,800</u>	<u>(4,470)</u>	<u>(5,770)</u>	<u>1,289,560</u>
Revenues Over (Under) Expenditures	-	-		-
Fund Balance, Beginning	-			-
Fund Balance, Ending	<u>\$ -</u>			<u>\$ -</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

---

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
Fund 207 - POLICE FUND				
REVENUES				
207-000.00-403.000	CUR REAL & PERS PROP TAX	1,005,150	3,000	1,008,150
207-000.00-404.000	IFT/CFT & SERVICE FEES	9,400	0	9,400
207-000.00-445.000	DELQ TAX	1,500	700	2,200
207-000.00-445.005	DELINQUENT INTEREST & PENALTY	70	70	140
207-000.00-655.000	MOTOR VEHICLE ORDINANCE FINES	55,000	(3,000)	52,000
207-000.00-699.150	TRANSFER IN FROM GENERAL FUND	1,295,330	(5,770)	1,289,560
TOTAL REVENUES		2,366,450	(5,000)	2,361,450
EXPENDITURES				
Dept 301.00-POLICE				
207-301.00-801.000	LEGAL FEES	30,000	(5,000)	25,000
207-301.00-818.000	CONTRACTUAL SERVICES	2,336,450	0	2,336,450
Total		2,366,450	(5,000)	2,361,450
TOTAL REVENUES		2,366,450		2,361,450
TOTAL EXPENDITURES		2,366,450		2,361,450
NET OF REVENUES & EXPENDITURES		0		0

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 2 to Resolution No. 2012-019 – FY 2013  
Downtown Development Authority Fund Budget

---

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-019 for the FY 2013 Downtown Development Authority Fund Budget.

Revenues are projected to increase by \$22,250 primarily due to an increase in property tax revenue while changes in expenditures include a decrease in Administration of \$430, an increase in Marketing of \$4,210, a decrease in Community Rehab Rebate Program of \$35,000, an increase in Infrastructure of \$7,700, an increase in Other Functions of \$2,410 for a total decrease in expenditures of \$21,110.

These changes result in an increase of \$43,360 to fund balance. Therefore, fund balance will increase from \$1,030,225 to \$1,073,585.

**Recommended Motion:**

**To adopt Amendment No. 2 to Resolution No. 2012-019 for the Fiscal Year 2013 Downtown Development Authority Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-019  
 F.Y. 2013 DOWNTOWN DEVELOPMENT AUTHORITY FUND BUDGET  
 AMENDMENT NO. 2

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Taxes	\$ 2,059,800	\$ 124,450	\$ 15,200	\$ 2,199,450
Grants	-	11,650	500	12,150
Interest and rentals	7,500	-	3,600	11,100
Charges for Services	16,700	-	-	16,700
Other	25,490	(16,190)	2,950	12,250
Revenue	<u>2,109,490</u>	<u>119,910</u>	<u>22,250</u>	<u>2,251,650</u>
<b>Expenditures</b>				
Community and Economic Development				
Administration	110,580	18,870	(430)	129,020
Marketing & Promotion	155,000	(7,880)	4,210	151,330
CCRP Program	75,000	-	(35,000)	40,000
Other Functions	228,740	5,130	2,410	236,280
Infrastructure Projects	45,000	42,020	7,700	94,720
Capital Outlay	74,740	-	-	74,740
Debt Service	136,600	-	-	136,600
Total Expenditures	<u>825,660</u>	<u>58,140</u>	<u>(21,110)</u>	<u>862,690</u>
<b>Other Financing Sources (Uses)</b>				
Sale of Assets	-	41,250	-	41,250
Transfer to DDA Debt Service Funds	(1,283,830)	-	-	(1,283,830)
Total Other Financing Sources (Uses)	<u>(1,283,830)</u>	<u>41,250</u>	<u>-</u>	<u>(1,242,580)</u>
Revenues Over (Under) Expenditures	-	103,020	43,360	146,380
Fund Balance, Beginning	927,205	-	-	927,205
Fund Balance, Ending	<u>\$ 927,205</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,073,585</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

) SS

COUNTY OF INGHAM )

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

\_\_\_\_\_  
EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	AMENDED BUDGET	BUDGET REQUEST #2	AMENDED BUDGET	NOTES
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
ESTIMATED REVENUES					
248-000.00-403.005	CURR PROP TAXES-AD VAL.	2,107,650	15,000	2,122,650	
248-000.00-404.005	IFT/CFT CAPTURED TAX REV	64,800	0	64,800	
248-000.00-445.000	DELQ TAX	11,000	0	11,000	
248-000.00-445.005	DELINQ INTER & PENALTY	800	200	1,000	
248-000.00-570.000	STATE GRANTS-MISC	11,650	500	12,150	Double Up Bucks & Mobile Kitchen
248-000.00-664.000	INTEREST	4,000	0	4,000	
248-000.00-669.020	COMM TOWER LEASE FEE	16,700	0	16,700	
248-000.00-670.010	RENT-FARMERS MARKET	3,500	3,600	7,100	
248-000.00-672.040	GREASE LOAN	4,500	(1,350)	3,150	
248-000.00-673.000	SALE OF FIXED ASSETS	41,250	0	41,250	Sale of Property
248-000.00-686.643	REIMB FROM LSR FUND	0	0	0	
248-000.00-687.000	REFUNDS/REBATE/REIMB	4,800	1,800	6,600	
248-000.00-694.000	MISCELLANEOUS REVENUE	0	2,500	2,500	
TOTAL ESTIMATED REVENUES		2,270,650	22,250	2,292,900	
Expenditures					
Dept 728.00-DDA ADMINISTRATION					
248-728.00-703.005	PART TIME HELP	78,530	0	78,530	
248-728.00-715.000	SOCIAL SECURITY/MEDICARE	1,140	130	1,270	
248-728.00-718.000	PENSION CONTRIBUTION	2,360	0	2,360	
248-728.00-724.000	WORKERS COMP	330	0	330	
248-728.00-726.000	OFFICE SUPPLIES	1,200	0	1,200	
248-728.00-801.000	LEGAL FEES	15,000	0	15,000	
248-728.00-802.005	DUES AND SUBSCRIPTIONS	1,090	260	1,350	
248-728.00-803.000	POSTAGE	250	0	250	
248-728.00-807.000	AUDIT FEES	2,050	0	2,050	
248-728.00-818.000	CONTRACTUAL SERVICES	2,000	0	2,000	
248-728.00-853.000	TELEPHONE/COMMUNICATIONS	3,100	350	3,450	
248-728.00-870.000	MILEAGE	300	0	300	
248-728.00-902.005	PRINTING AND PUBLISHING	300	(170)	130	
248-728.00-910.000	INSURANCE & BONDS	3,800	0	3,800	
248-728.00-930.000	BUILDING MAINT & REPAIRS	15,000	0	15,000	
248-728.00-956.000	MISCELLANEOUS	1,000	0	1,000	
248-728.00-960.000	EDUCATION & TRAINING	2,000	(1,000)	1,000	
Totals for dept 728.00-DDA ADMINISTRATION		129,450	(430)	129,020	
Dept 729.00-DDA MARKETING & PROMOTION					
248-729.00-703.005	PART TIME HELP	16,750	1,000	17,750	
248-729.00-715.000	SS/MEDICARE	1,290	60	1,350	
248-729.00-724.000	WORKERS COMP	80	0	80	
248-729.00-884.000	DDA ADVERTISING	96,000	3,000	99,000	
248-729.00-888.000	FARMERS MARKET	19,500	0	19,500	
248-729.00-888.002	DOUBLE UP BUCKS	1,500	150	1,650	
248-729.00-956.000	MISCELLANEOUS	12,000	0	12,000	
Totals for dept 729.00-DDA MARKETING & PROMOTION		147,120	4,210	151,330	
Totals for dept 730.00-COMM REHAB REBATE PGM		75,000	(35,000)	40,000	
Dept 731.00-DDA INFRASTRUCTURE PROJECTS					
248-731.00-933.000	STREETSCAPE REPR & MAINT	25,000	5,000	30,000	
248-731.00-933.010	SIDEWALK REPAIR & MAINT	0	0	0	
248-731.00-956.000	MISCELLANEOUS	5,000	2,700	7,700	
248-731.00-969.000	STREET IMPROVEMENTS	0	0	0	
248-731.00-974.010	NON-MOTORIZED PATHWAYS	57,020	0	57,020	
Totals for dept 731.00-DDA INFRASTRUCTURE PROJECTS		87,020	7,700	94,720	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	BUDGET REQUEST #2	AMENDED BUDGET	NOTES
Dept 850.00-OTHER FUNCTIONS					
248-850.00-703.000	SALARIES	39,140	0	39,140	
248-850.00-703.005	PART TIME HELP	12,630	0	12,630	
248-850.00-703.010	OVERTIME	1,970	0	1,970	
248-850.00-715.000	SOCIAL SECURITY/MEDICARE	4,130	0	4,130	
248-850.00-716.000	HEALTH INSURANCE	8,720	0	8,720	
248-850.00-716.010	DENTAL INSURANCE	1,010	0	1,010	
248-850.00-717.000	LIFE INSURANCE	200	0	200	
248-850.00-718.000	PENSION CONTRIBUTION	3,920	0	3,920	
248-850.00-719.000	DISABILITY INSURANCE	300	0	300	
248-850.00-724.000	WORKERS COMP	1,230	0	1,230	
248-850.00-730.000	GASOLINE	2,020	0	2,020	
248-850.00-818.000	CONTRACTUAL SERVICES	18,460	0	18,460	
248-850.00-853.000	TELEPHONE/COMMUNICATIONS	100	0	100	
248-850.00-921.030	UTILITIES - WATER	1,800	0	1,800	
248-850.00-921.035	UTILITIES - SEWER	910	0	910	
248-850.00-921.040	UTILITIES - ELECTRIC	28,140	0	28,140	
248-850.00-921.045	UTILITIES - GAS	3,730	0	3,730	
248-850.00-930.000	BUILDING MAINT & REPAIRS	4,000	0	4,000	
248-850.00-930.020	EQUIPMENT MAIN & REPAIR	2,600	0	2,600	
248-850.00-930.021	EQUIPMENT ALLOCATION	4,420	0	4,420	
248-850.00-964.000	TAX ADJUSTMENTS TO CO/TWP	15,000	0	15,000	
248-850.00-967.025	DDA PROP-DRAIN/TAXES/SAD	4,000	2,410	6,410	
248-850.00-999.085	CONTRIB T/TWP-ZONING OFFICER	20,000	0	20,000	
248-850.00-999.099	CONTRIB T/TWP - COM DEV DIR	27,050	0	27,050	
248-850.00-999.543	TRANSFER OUT-BLDG CLERICAL	14,980	0	14,980	
248-850.00-999.544	TRANS OUT-PLANNING CLERICAL	13,410	0	13,410	
Totals for dept 850.00-OTHER FUNCTIONS		233,870	2,410	236,280	
Dept 903.00-CAPITAL OUTLAY-DDA					
248-903.00-971.000	CAPITAL OUTLAY-LAND	54,590	0	54,590	
248-903.00-971.134	CAPITAL OUTLAY-FARMERS MKT	20,150	0	20,150	
Totals for dept 903.00-CAPITAL OUTLAY-DDA		74,740	0	74,740	
Dept 905.00-DEBT SERVICE					
248-905.00-991.300	PRINC PAYMT-2003 DDA BONDS	70,000	0	70,000	
248-905.00-991.320	PRINC PAYMT-LAND CONTRACT	37,580	0	37,580	
248-905.00-995.300	INTER PAYMT-2003 DDA BONDS	19,400	0	19,400	
248-905.00-995.320	INTEREST PYMT-LAND CONTRACT	9,320	0	9,320	
248-905.00-999.000	PAYING AGENT FEES	300	0	300	
248-905.00-999.220	TRANS OUT-392 2008 DDA BONDS	755,800	0	755,800	
248-905.00-999.230	TRANS OUT-393 2010 DDA REF BD	528,030	0	528,030	
Totals for dept 905.00-DEBT SERVICE		1,420,430	0	1,420,430	
TOTAL APPROPRIATIONS		2,167,630	(21,110)	2,146,520	
NET OF REVENUES/APPROPRIATIONS - FUND 248		103,020	43,360	146,380	
BEGINNING FUND BALANCE		927,205		927,205	
ENDING FUND BALANCE		1,030,225		1,073,585	

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** December 11, 2013

**RE:** Amendment No. 2 to Resolution No. 2012-020 – FY 2013  
Brownfield Redevelopment Authority Fund Budget

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Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2012-020 - FY 2013 Brownfield Redevelopment Authority Fund Budget.

Revenues in the Brownfield Authority Fund are projected to decrease by \$1,000 while expenses are also projected to decrease by \$1,000. Therefore, fund balance will remain the same at \$5,288.

**RECOMMENDED MOTION:**

**To adopt Amendment No. 2 to Resolution No. 2012-020 for the Fiscal Year 2013 Brownfield Redevelopment Authority Fund Budget.**

DELHI CHARTER TOWNSHIP  
 RESOLUTION NO. 2012-020  
 F.Y. 2013 BROWNFIELD FUND BUDGET  
 AMENDMENT NO. 2

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

Present:

Absent:

	2013 Adopted Budget	1st Budget Request	2nd Budget Request	2013 Amended Budget
Brownfield Authority				
Revenue				
Taxes	\$ 11,300	\$ (200)	\$ (1,000)	\$ 10,100
Total Revenue	11,300	(200)	(1,000)	10,100
Expenditures				
Community and Economic Development				
Brownfield Administration	6,320	(1,000)	-	5,320
Remediation	11,300	(300)	(1,000)	10,000
Total Expenditures	17,620	(1,300)	(1,000)	15,320
Revenues Over (Under) Expenditures	(6,320)	1,100	-	(5,220)
Fund Balance, Beginning	10,508			10,508
Fund Balance, Ending	\$ 4,188			\$ 5,288

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted: 12/17/2013.

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN )

)SS

COUNTY OF INGHAM )

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

\_\_\_\_\_  
 EVAN HOPE, TOWNSHIP CLERK

**Brownfield Authority**

GL NUMBER	DESCRIPTION	2013 AMENDED BUDGET	BUDGET REQUEST #2	2013 AMENDED BUDGET
<b>REVENUES</b>				
243-000.00-403.020	CURR PROP TAXES-2350 CEDAR PLAN #2	9,300	(850)	8,450
243-000.00-403.030	CURR PROP TAXES-BROWNFIELD #3	1,800	(150)	1,650
TOTAL REVENUES		11,100	(1,000)	10,100
<b>EXPENDITURES</b>				
Dept 733.00-BROWNFIELD ADMINISTRATION				
243-733.00-801.000	LEGAL FEES	5,000	-	5,000
243-733.00-807.000	AUDIT FEES	320	-	320
Totals for dept 733.00-BROWNFIELD ADMINISTRATION		5,320	-	5,320
Dept 734.00-REMEDICATION PLANS				
243-734.00-957.002	REMED PYMTS-2350 CEDAR;PLAN #2	9,250	(850)	8,400
243-734.00-957.003	REMED PYMTS-1953 CEDAR, PLAN #3	1,750	(150)	1,600
Totals for dept 734.00-REMEDICATION PLANS		11,000	(1,000)	10,000
TOTAL EXPENDITURES		16,320	(1,000)	15,320
REVENUES OVER (UNDER) EXPENDITURES		(5,220)	-	(5,220)
BEGINNING FUND BALANCE		10,508		10,508
ENDING FUND BALANCE		5,288		5,288