DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 21, 2014

The members of the Delhi Charter Township Committee of the Whole met on Tuesday, January 21, 2014 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Clerk Hope called the meeting to order at 6:30 p.m.

Members Present: Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: Supervisor C.J. Davis

APPOINT CHAIRPERSON PRO-TEM

Hope moved to appoint (Trustee) Jon Harmon Chairperson Pro-Tem.

A Voice Poll was recorded as follows: All Ayes
Absent: Davis
MOTION CARRIED

BUSINESS

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

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

Sgt. Jeff Weiss, Ingham County Sheriff's Office/Delhi Division, stated that the Annual Sheriff's Awards Ceremony will take place on March 6, 2014 at 7:00 p.m. at the Sam Corey Senior Center and invited the Board members to attend.

COMMUNITY DEVELOPMENT DEPARTMENT – DECEMBER ACTIVITY REPORT

The Board reviewed the December Community Development Department Activity Report (ATTACHMENT II).

Tracy Miller, Director of Community Development, stated that the 2013 year end construction value for commercial and industrial was the highest since 2007. Residential is doing better than average.

Trail construction is underway, brush is being cleared and the pilings and bridge have been ordered.

Prestwick Village Apartments approval should be given by the Planning Commission at their upcoming meeting. Construction will begin following MSDHA approval.

Staff from Community Development and the Ingham County Sheriff's Office/Delhi Division along with Delhi's Attorney David Revore, met to discuss how the medical marihuana grow operations in Delhi Township could be better regulated. Currently, caregiver operations are regulated as a land use in the Zoning Ordinance as a home occupation. Discussion was held that in addition to

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leaving the current language in the Zoning Ordinance, to possibly create a section of the code that would classify this as a misdemeanor for those operations in violation of the Township Ordinance. This would enable the Sheriff's Office to take immediate action for those in violation of the Ordinance.

FIRE DEPARTMENT – DECEMBER ACTIVITY REPORT

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

Brian Ball, Interim Fire Chief, stated that the joint agreement with the City of Mason, Delhi and Alaiedon Township began January 1, 2014 and has been going very well. Interim Chief Ball further stated that Alaiedon Township would like to begin recreational burning in their township and will more than likely be mirroring Delhi's recreational burn ordinance which Interim Chief Ball will be assisting with.

Interim Chief Ball commended the Delhi Township Firefighters for their efficient work during the recent ice and snow storms. Because of the recent storms, Interim Chief Ball will be reviewing and revising the Emergency Operations Plan.

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GREEN #4 DRAIN UPDATE – INGHAM COUNTY DRAIN COMMISSIONER'S OFFICE

Carla Clos, Ingham County Deputy Drain Commissioner (ICDC), introduced Dave Love ICDC Engineer; Shawn Middleton, Spicer Group; and Brian Cenci, Eng. Engineering Firm.

Mr. Cenci gave a brief update on the Glens of Willoughby drain project. Mr. Cenci stated that this project will begin soon. This branch of the Green Drain District includes the 32 units of the Glens of Willoughby Condominiums.

Mr. Middleton gave an update of the Green #4 Consolidated Drain (ATTACHMENT IV). Letters will be sent to the over 500 property owners in this drain district informing them of the ICDC Notice of Letting on February 26 and Day of Review on April 1, 2014. A tentative substantial completion date of this project is October 15, 2014 with a final completion date in the spring of 2015.

The Green #4 Consolidated Drain will divert water out of the drainage district taking approximately 25% of the drainage district into the Diehl Drain relieving the system, therefor reducing flooding throughout the system.

Essentially two separate drainage districts will be created within the Green #4 Consolidated Drain; one that goes to the northwest and one that currently drains into the Green Drain.

Ms. Clos stated that that this project can be completed with or without sidewalks. There would be an approximate cost of $100,000 to run sidewalk along one side of the road, both sides would cost approximately $200,000 (approximately 2 miles of sidewalks).

Ms. Clos stated that if the Township wished to move forward with the installation of sidewalks, they could be coordinated with the drain project. The ICDC could coordinate and bid the project

for the Township. As the sidewalks are not a drainage issue, they would not be part of the normal drainage improvement assessments.

Ms. Clos stated that the ICDC will be communicating with the residents through door-to-door construction notices, onsite inspectors and engineers, and will ask to partner with the Township to provide links on the Township website and the DelHi Neighbor newsletter.

PUBLIC COMMENT – None

ADJOURNMENT

Meeting adjourned at 7:33 p.m.

Date: February 18, 2014

Evan Hope, Township Clerk

Date: February 18, 2014

C.J. Davis, Supervisor

/af

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COUNTY of INGHAM

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Greg S. Harless
Chief Deputy

Joel Maatman
Major

TO: Delhi Township Board of Trustee's

FROM: Lieutenant Eric Trojanowicz

DATE: January 2, 2014

RE: December 2013 Monthly Report

HIGHLIGHTED CASES AND INCIDENTS:

12/01/2013 Deputy Macomber investigated a retail fraud complaint at 2495 Cedar St. (Kroger's). The suspect was arrested and lodged at the Ingham County Jail. Charges are being sought on the suspect for retail fraud through the Ingham County Prosecutor's Office.

12/07/2013 Deputy Bennehoff investigated a malicious destruction of property complaint at 5780 Holt Rd. (9th Grade Campus). The unknown suspect(s) damaged the soccer field and press box. They also damaged the shed at Horizon Elementary School and the shed at Washington Woods Middle School.

12/12/2013 Deputy Narlock investigated a malicious destruction of property complaint in the 1800 block of N. Aurelius. The victim had her vehicle damaged by a known suspect. The suspect was located and arrested. The suspect was lodged at the Ingham County Jail. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/13/2013 Deputy Bowden is investigating a breaking and entering complaint at 2040 N. Aurelius Rd. (Buddies). Unknown suspect(s) broke into the business after enabling the alarm system and entered the safe. The suspect(s) stole an undisclosed amount of U. S. Currency.

12/17/2013 Sergeant Weiss investigated a harassment complaint in the 4000 block of Holt Rd. The victim advised that a known suspect has been harassing him and he put a

Molotov Cocktail near his residence to intimidate him. The suspect admitted to putting the Molotov Cocktail at his neighbor's residence. The suspect was arrested and lodged at the Ingham County Jail. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/17/2013 Deputy Macomber investigated a malicious destruction of property complaint in the 2200 block of Cedar St. The victim had a gate and his yard damaged by unknown suspect(s).

12/18/2013 Deputy Macomber investigated a larceny complaint in the 4300 block of Keller Rd. The victim had some property stolen by a known suspect. The suspect was located and the property was recovered. The suspect was lodged at the Ingham County Jail. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/24/2013 Deputy Brandon Doerr investigated a home invasion complaint in the 5000 block of Nichols Rd. The victim had the door to his residence kicked in by unknown suspect(s). The unknown suspect(s) did not gain entry into the residence, so therefore nothing was stolen.

12/24/2013 Deputy Brandon Doerr investigated a malicious destruction of property complaint in the 1300 block of Zuider. The victim had a window to his vehicle shattered by unknown suspect(s).

12/24/2013 Deputy McElmurray and Deputy Duling investigated a home invasion in the 4400 block of Willoughby Rd. The victim had the back door to his residence kicked in by unknown suspect(s). The unknown suspect(s) did not gain entry into the residence, so therefore nothing was stolen.

12/26/2013 Deputy Hull investigated a larceny complaint at 6201 Bishop Rd. (Coach's). The victim had her cell phone stolen by unknown suspect(s).

12/26/2013 Deputy Jason Kuch investigated a malicious destruction of property complaint in the 2400 block of Eifert Rd. The victim had a window to his residence shot out with a bb gun by unknown suspect(s).

12/27/2013 Deputy Macomber initiated a traffic stop on a vehicle at Aurelius Rd. and Jolly Rd. Marijuana was located in the vehicle. The driver of the vehicle was arrested for possession of marijuana and posted bond on the charges. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/27/2013 Sergeant Weiss and Deputy Macomber arrested a subject in the 4300 block of Willesdon for disorderly conduct and violation of a conditional bond. The subject was lodged at the Ingham County Jail. Charges are sought on the suspect through the Delhi Township Attorney's Office.

12/27/2013 Deputy Torok investigated a larceny of tools at Mountain Glade and Avalanche. Unknown suspect(s) stole some tools from a construction site.

12/27/2013 Sergeant Phillips investigated a trespassing complaint in the 1900 block of Elm St. Sergeant Phillips arrested a subject for trespassing and disorderly conduct. The subject was lodged at the Ingham County Jail. Charges are being sought on the suspect through the Delhi Township Attorney's Office.

12/27/2013 Deputy Ryan Kuch investigated a domestic assault complaint at 3355 Dunckel Rd. (Trinity Church). The victim advised that her boyfriend (suspect) attempted to strangle her and assaulted her in the process. The suspect was arrested for domestic assault and strangulation and lodged at the Ingham County Jail. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/29/2013 Deputy Ryan Kuch investigated a party at a residence in the area of Cedar St. and Fay Ave. Deputy Ryan Kuch located a subject at the residence who had supplied alcohol to minors. The subject was arrested for furnishing alcohol to minors and lodged at the Ingham County Jail. Deputy Ryan Kuch also arrested a subject for minor in possession of alcohol and lodged him at the Ingham County Jail. Charges are being sought through the Ingham County Prosecutor's Office on both suspects.

12/29/2013 Deputy Brandon Doerr made contact with two females that were acting suspicious at 5010 Dunckel Rd. (Quality Dairy). While talking to the two females it was determined that there was heroin inside the vehicle. Deputy Doerr located the heroin in the center console of the vehicle. The two subjects in the vehicle were arrested for possession of heroin and lodged at the Ingham County Jail. Charges are being sought on the suspects through the Ingham County Prosecutor's Office.

12/31/2013 Deputy Ryan Kuch and Deputy Whitaker initiated a traffic stop for a traffic violation at Bishop Rd. and M – 99. The driver of the vehicle was found to be in possession of marijuana and he was driving on a suspended license. The driver of the vehicle was arrested and lodged at the Ingham County Jail. Charges are being sought on the suspect through the Ingham County Prosecutor's Office.

12/31/2013 Deputy Brandon Doerr investigated a larceny from vehicle complaint in the 3900 block of Calypso Lane. The victim had a lap top stolen out of his vehicle by unknown suspect(s).

STATISTICS:

During the month of December, Deputies responded to 424 calls for service (written/blotter complaints). They made 116 arrests of which 67 were self – initiated arrests. Deputies issued 166 citations. Deputies conducted 417 business/property checks, 14 liquor inspections, and spent 167.4 hours in Community Policing. Deputies participated in 506.3 hours of training.

Calls for Service

	2011	2012	2013
December	447	357	424
Year to Date	6083	5148	4654

Total Arrests

	2011	2012	2013
December	121	114	116
Year to Date	1123	1162	1389

Total Self – Initiated Arrests

	2011	2012	2013
December	109	62	67
Year to Date	994	896	752

Citations Issued

	2011	2012	2013
December	219	188	166
Year to Date	2218	2382	2415

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Greg S. Harless
Chief Deputy

Joel Maatman
Major

TO: Lt. Eric Trojanowicz

FROM: Dep. Kelly Bowden #5379

DATE: Thursday, January 02, 2014

RE: December 2013 Monthly Business Officer Report

Total Complaints:	32
Traffic Stops:	12
Citations:	3
Property/ Business Checks:	65
Community Policing Hours:	21.4
Liquor inspections:	4

Community Policing Highlights:

Deputy Richards, Deputy Hull, Firefighter Jeff Butcher, and I participated in Santa and the Elves. The turn-out seemed lower this year as compared to others, but the children and adults we visited appeared to enjoy our time together!

Deputy Richards, Deputy Hull, and I participated in TRIAD'S No Senior Without Christmas. We visited multiple homes in the Township, delivering holiday baskets to local shut-in senior citizens who likely would not have received much without this valuable program.

I responded with several other deputies to the area of Cedar Street and Watson Street for a dog reported to be running in traffic lanes. It took several attempts throughout the day,

but we were eventually able to capture the dog, with the assistance of Ingham County Animal Control and the dog's owner, who had showed up on scene. The owner of the dog stated she was home from New York visiting family and the dog had escaped after being let outside by a family member. She was very grateful that we were able to locate and return the dog to her.

During a recent episode of freezing rain, I was returning to the office and witnessed an elderly female slip and fall on the sidewalk. I contacted her and determined she had suffered injuries. I provided medical care to her until the arrival of Delhi FD EMS.

Investigative Highlights:

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

During the month of November, I had responded to a local business after the owner reported finding a large volume of trash dumped in his parking lot and dumpster. A suspect had been identified during that investigation and I had warned him to clean up the trash and not repeat the offense. I responded again this month to another local business for the same complaint. After conducting a quick check of the contents of the trash, I located several items that lead me to the same suspect. I contacted the suspect again and after a lengthy discussion ordered him to clean up the mess. I cited the suspect for illegally disposing of solid waste on private property. I followed up several days later and the property had been cleaned up.

I responded to a local restaurant for a burglary complaint. Upon opening for the day, staff discovered the manager's office had been entered and access was gained to a safe. The suspect stole a large sum of cash. This case is currently under further investigation.

I responded to a local business for an embezzlement complaint. The owner of the business alleged a known suspect had used the Keno machine to gamble without compensating the business or the Michigan Lottery for the games played. This case is currently under investigation.

I assisted Lansing Police Department with a perimeter position during response to a bank robbery.

Respectfully Submitted,

Deputy Kelly Bowden, Badge #5379

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Greg S. Harless
Chief Deputy

Joel Maatman
Major

TO: Lt. Eric Trojanowicz

FROM: Deputy Mary Hull #5353

DATE: Wednesday, January 08, 2014

RE: December 2103 monthly report

MONTHLY STATS:

Complaints:	27
School Contacts:	59
Community Policing hours:	64

COMMUNITY POLICING ACTIVITY:

On December 4, Deputy Ward and I attended the annual Christmas tree lighting event at Delhi Township Community Services Building. As Deputy Ward and I mingled with the adults and children in attendance, we took the opportunity to hand out Candy Canes, Sheriff Star stickers, and coupons to McDonalds.

On December 11, Deputy Richards, Deputy Bowden and I along with other law enforcement agencies and fire personnel from the tri-county area converged on Lansing Fire Station #2 to stock over 300 Christmas baskets for area seniors. Christmas baskets were then delivered to seniors that are without family and / or cannot afford basic necessities. No Senior Without Christmas supported by Ingham County TRIAD and the Retired Senior Volunteer Program (R.S.V.P.) receives donations from area business, churches, and charities.

On December 11, Deputy Richards, Deputy Bowden, Jeff Butcher from Delhi Fire and I took "Santa and his Elves" to area senior living homes, apartment complexes and mobile Home Parks. "Santa and his Elves" took holiday cheer and candy canes to over 300 residents at Tamarack Apartments, Great Lakes Christian Home, Holt Care and Rehab, Strafford Place Apartments, Stonegate Mobile Home Park, Woodland Lakes Apartments, Huntley Villa Apartments, and Delhi Manor.

OTHER HIGHLIGHTS:

During the month, I took 27 complaints; including assaults, drugs, truancies, and general assist.

On December 2, a male came into Ingham County Sheriff's Office – Delhi Division to report a late threats compliant. The victim reported that his estranged wife was upset with him and threatened to have him fired from his job after an incident that took place on November 13. The victim reported that on November 13, he was at their home, when his estranged wife told him that he needed to get out of the home then hit him in the head with a Styrofoam cup, breaking his glasses and cutting the corner of his eye. The victim was advised that since the threat was not physical we were unable send the information to the Prosecutor's Office; however, I did advise the victim that since he reported that he was assaulted by his estranged wife the report would be forwarded to the Prosecutor's Office. Near the end of the month, I was advised of an assault that occurred at Holt High School between two students. The victim's parent is not cooperating with the investigation and the report will be closed.

On December 5, I responded to Hope Middle School for a drugs complaint. A student reported to their teacher that another student was bragging that they had marijuana in their locker. Once school officials searched the locker, they found a small amount of suspected marijuana in the students backpack. The substance was field tested and tested positive for marijuana. The substance was submitted to Michigan State Police for drugs analysis; once the results are obtained, the report will be forwarded to Ingham County Prosecutor's Office. The next day I received a call from the High School that a baggie of suspected marijuana was located under a desk in a classroom. It was suspected that the student sitting at the desk was the person that dropped the marijuana, but he/she could not be prosecuted, as they were never found in possession of the substance.

During December, I took four truancy complaints from Horizon Elementary and nine truancy complaints from Washington Woods Middle School. Per Michigan compiled law the parents of each student was provided a notice that their child must be in school on a regular consecutive basis and failure to do so could result in the report being submitted to Ingham County Prosecutor's Office. I will continue to monitor the attendance of the children that were referred. On December 17, I received a call from the counselor at Holt Jr. High about a 7th grade student that was refusing to go to school. When I got to the home and spoke with the student he advised that he was upset with his grandma because she was yelling at him but agreed that he would go to school if I gave him a ride.

On December 6, Midway advised that a kindergarten student had not been in school for three weeks, after transferring from another elementary school in the district. After going to the home and making contact with the child's parent she advised that she was waiting for a proof of residency, and advised that the child would be in school the following Monday. On December 19, I was contacted by Hope Middle School reference a 5th grade student that walked out of the building, wearing his coat and backpack, and walked toward Elliott Elementary. The student was located near Elliott a few minutes later. The student told me that he was walking home to get his recorder and homework that he had to turn in that day. The student was transported back to Hope, picked up by an adult, and taken home.

Mary Hull #5353

COUNTY of INGHAM

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Joel Maatman
Major

TO: Capt. E. Trojanowicz

FROM: Dep. P. Richards

DATE: 1/08/14

RE: December Monthly

MONTHLY STATISTICS:

Arrests	(03)Msd.
Traffic Stops:	(30)
Citations issued:	(13)
Complnts (Blotters):	(14/1)
Comm. Policing Hrs.:	(28)
Training Hrs.:	(1.0)
School Contacts:	(04)
N. W. meetings:	(01)
Spec. Assngmt. Hrs./Crt	(5.0)

COMMUNITY POLICING HIGHLIGHTS:

I patrolled many neighborhoods in my district this month with a patrol vehicle. I made thirty (30) stops this month and issued thirteen (13) citations for various traffic infractions; I had three (3) misdemeanor arrests.

I worked several special assignments with other Deputies on several occasions in direct patrol utilizing the patrol vehicle during day time and night time hours. I spoke to several individuals during this special day / night directed patrol; I assisted on several calls of service. Many areas (businesses and neighborhoods) were checked during the time I was out on patrol; I checked local parks in the afterhours as well.

I am presently coordinating an additional meeting for the newly re-formed neighborhood watch program at Delhi Manor Trailer Community. The meeting will include several neighbors of the the trailer community as well as leaders for this group. I am proposing this meeting for January 2014. We are planning on discussing and establishing the network of community members to be not only the eyes and ears but the coordinators of this group.

I participated with "No Senior Left Behind"; a Tri-County on Aging program. An early morning box building (each box contained items for daily use and food stuffs); the boxes were then taken to Holt and distributed to many area seniors. Many thank you(s) were given by the recipients.

I enjoyed participating in the annual Santa and his Elves Christmas event. The Delhi community officer, business officer, and school resource officer (we added the assistance of Delhi Fire personnel for this year). Santa spoke to over 300 people this Christmas season (both children and seniors) at eight (8) locations. Many happy smiles were noticed by all.

I attended the Capital Area District Library Christmas celebration that had occurred after the Delhi Township Christmas Tree lighting ceremony. Many people attended this event; music and light refreshments were provided to all that participated.

I gave a tour of the Sheriff's Office Delhi Division to a Holt Boy Scout troop #742; many scouts and several parents attended this tour. The tour consisted of explaining the operations of the Sheriff's Office facility, its personnel, and its vehicles; many questions were asked and answered during this tour.

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

I maintained the webpage/facebook for the Ingham County Sheriff's Office Delhi Division; I also maintained the Neighborhood Watch email correspondence with webpage/facebook updates. I posted information pertaining to frauds and phone scams that have been an ongoing problem for some of the residents in Holt; I gave tips on avoidance tactics (I advise not to give out any information over the phone to anyone -- simply hang the phone up).

OTHER HIGHLIGHTS:

I investigated several property damage accidents with injuries. All non-drivable vehicles were towed from the scene and a complete report created. All at-fault drivers were noted on the report. There was minor to moderate damage to all vehicles involved. Delhi Fire/EMS responded to my accident locations and performed field evaluations/treatment; several calls required transportation to area hospitals for further treatment. I made contact with Emergency personnel for updates on the injured conditions (all were placed in stable condition with signs of improvement).

I also investigated a late larceny of items taken from a detached garage; the crime had occurred weeks prior to me being called. No sign of any physical evidence; no suspects. Taken were some tools and auto audio speakers.

I investigated a malicious destruction of property (slashing of a car tire). No suspects and no physical evidence was located at the scene; an area canvas produced no additional information.

DELHI CHARTER TOWNSHIP
Department of Community Development

December 2013 Activity Report

New Permits:

Category	DDA Area Permits	Total Permits	Total Inspections
Building	27	10	86
Electrical	2	8	21
Mechanical	10	32	60
Plumbing	4	9	35
Fire Inspections	N/A	N/A	6
Totals	43	59	208

Soil Erosion Permits & APA Projects:

Category	DDA Area Permits	Total Permits/New Projects	Total Inspections
Soil Erosion	1	5	3
Soil Erosion Waivers	1	2	0
APA Projects	0	1	1
Totals	2	8	4

New Code Enforcement Cases:

Category	DDA Area Cases	Total Cases
Building Maintenance	1	1
Fence Violation	0	1
Junk & Debris	0	1
Junk Vehicles	1	2
Miscellaneous	1	3
Noxious Weeds	0	0
Sidewalk Snow	2	4
Sign	1	1
Site Plan	0	0
Yard Parking	1	1
Improper Zoning Use	0	0
Totals	7	14
Total # of Inspections	32	

Rental Program Information:

Number of New Registered Rental Properties	5
Number of Rental Re-inspections	34
Number of Rental Investigations	0
Number of Rental Cycle Inspections	69

Civil Infraction/Abatement Information:

Abatement/Clean-ups	2
Abatement/Clean-up Fees Issued (Year to date)	$19,779.69
Civil Infractions Issued	2
Civil Infraction Fines Issued (Year to date)	$5,425.00

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	# of Permits
COMMERCIAL ALTERATION							
PB13-389	2291 CEDAR STREET	WYZYWANY, JACK JOSEPH	*BUILDING DECK & NEW FRONT DOOR WITH SIDE LIGHT*	$10,000	*$110.00*	Y	
COMMERCIAL ALTERATION				$10,000	*$110.00*	Total:	**1**
COMMERCIAL MISCELLANEOUS							
PB13-398	1185 N CEDAR ROAD	HOUGHTON, ROBERT M	*ANIMAL CLINIC MOVING INTO SPACE*	$0	*$50.00*	Y	
COMMERCIAL MISCELLANEOUS				$0	*$50.00*	Total:	**1**
DECK							
PB13-383	2690 GALIOT COURT	EXTERIORS OF LANSING	*15'6" X 25 DECK WITH 20' RAMP*	$4,320	*$50.00*	Y	
PB13-391	1860 MOCKINGBIRD LANE	COONEY HOMES	*CONSTRUCTING A 16' WIDE X 12' DEEP DECK ATTACHED TO HOUSE*	$1,728	*$50.00*		
PB13-393	1491 CATALINA DRIVE	TEACHOUT BUILDERS, INC	*CONSTRUCTING 16' X 14' DECK ON REAR OF HOUSE*	$2,016	*$50.00*		
DECK				$8,064	*$150.00*	Total:	**3**
DEMOLITION							
PB13-388	4167 WATSON AVENUE	STEWART, ERNEST	*DEMOLITION GARAGE ONLY - LEAVING SLAB*	$0	*$50.00*	Y	
PB13-396	2043 JEFFERSON STREET	Michigan Demolition & Excavation, L	*DEMOLISHING INGROUND SWIMMING POOL PER COURT ORDER*	$0	*$0.00*		
DEMOLITION				$0	*$50.00*	Total:	**2**
FENCE							
PB13-386	2320 TIFFANY LANE	WILLIAMS, WILLIAM R AND	*INSTALLING 4' CHAIN LINK FENCE ENCLOSING REAR YARD*	$0	*$50.00*		
FENCE				$0	*$50.00*	Total:	**1**
RESIDENTIAL ADDITION							
PB13-402	4671 MILES DRIVE	J. F. SHEWCHUCK CONSTRUCTION	*240 SQ FT RESIDENTIAL ADDITION*	$20,400	*$126.00*		
PB13-403	2016 WYNDHAM HILLS DRIVE	KEEP, LYNN & LINDA	*ADDING 10' X 16' THREE SEASON ROOM*	$9,800	*$60.00*		

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	# of Permits
RESIDENTIAL ADDITION				$30,200	*$186.00*		Total: **2**
RESIDENTIAL ALTERATION							
PB13-399	1801 PERSIMMON PATH	PHILLIPICH, MARTIN PAUL	*FIRST FLOOR HALF BATH REMODEL*	$12,000	*$122.00*		
RESIDENTIAL ALTERATION				$12,000	*$122.00*		Total: **1**
RESIDENTIAL DWELLING/GARAGE							
PB13-379	1820 MERGANSER DRIVE	ALLEN EDWIN HOMES	*CONSTRUCTING SINGLE FAMILY HOME*	$191,481	*$1,152.00*		
PB13-390	3864 CALYPSO LANE	PAZITKA, ERNEST J & TRACY L	*CONSTRUCTING SINGLE FAMILY HOME*	$202,352	*$1,218.00*	Y	
PB13-392	4031 WATTS LANE	MAYBERRY HOMES, INC.	*CONSTRUCTING SINGLE FAMILY HOME*	$166,250	*$1,002.00*		
PB13-404	4043 SUNSHINE PEAK DRIVE	MAYBERRY HOMES, INC.	*CONSTRUCTING SINGLE FAMILY HOME*	$222,797	*$1,338.00*		
PB13-405	4428 BOWLINE COURT	SCHROEDER, JOSEPH	*CONSTRUCTING SINGLE FAMILY HOME*	$159,516	*$960.00*	Y	
RESIDENTIAL DWELLING/GARAGE				$942,396	*$5,670.00*		Total: **5**
RESIDENTIAL MISCELLANEOUS							
PB13-380	2104 DELHI NE STREET	MORROW ROOFING INC	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*	Y	
PB13-381	1217 GROVENBURG ROAD	JORDAN ROOFING	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
PB13-382	2023 PARK LANE	JORDAN ROOFING	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*	Y	
PB13-384	1930 TUPELO TRAIL	KRUGER ROOFING & CONST	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
PB13-385	4025 HOLT ROAD	MERRELL ROOFING	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*	Y	
PB13-394	2241 WEST BOULEVARD	HANSON'S WINDOW AND CONSTRUCTION IN	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
PB13-395	2298 REED STREET	BRUNETTE EXTERIORS INC	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
PB13-397	1858 PARAKEET LANE	C.S. ROOFING CO LLC	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
PB13-401	5166 NICHOLS ROAD	NORTHTOWN CONSTRUCTION INC.	*TEAR OFF AND RE-ROOF*	$8,000	*$50.00*		
RESIDENTIAL MISCELLANEOUS				$72,000	*$450.00*		Total: **9**

DELHI CHARTER TOWNSHIP

Building Permit Details

Permit No.	Property Address	Permit Applicant	Work Description	Estimated Cost	Permit Fee	DDA?	# of Permits
RESIDENTIAL STORAGE/GARAGE							
PB13-387	2195 DEAN AVENUE	BROWNFIELD BUILT	*24' x 28' POLE BARN*	$12,096	*$78.00*		
RESIDENTIAL STORAGE/GARAGE				$12,096	*$78.00*	Total:	**1**
SIGN							
PS13-027	1185 N CEDAR ROAD	HOUGHTON, ROBERT M	*ADDING 32 SQ FT OF SIGNAGE TO EXISTING*	$0	*$82.00*	Y	
SIGN				$0	*$82.00*	Total:	**1**
			Totals:	**$1,086,756**	**$6,998.00**		**27**

Permit.DateIssued Between 12/01/2013 AND 12/31/2013
AND
Permit.PermitType = Building OR
Permit.PermitType = Sign

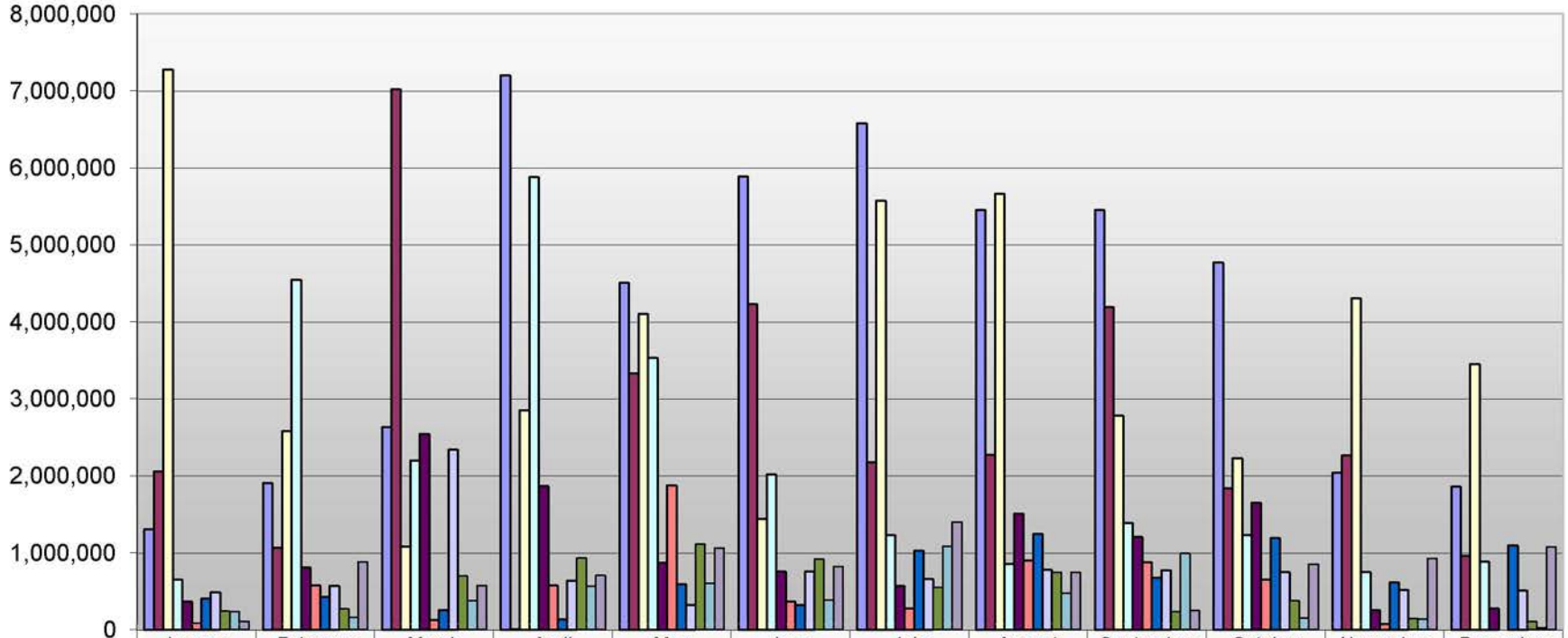
SUMMARY OF CONSTRUCTION VALUES

Year	2007		2008		2009		2010		2011		2012	
Type	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value	Total Permits	Total Value
Commercial Addition, Alteration & Commercial Misc	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	$906,716.00
Commercial Sub-Totals	**55**	**$ 11,583,586.00**	**31**	**$ 3,706,694.00**	**34**	**$ 5,575,327.00**	**30**	**$ 3,377,508.00**	**42**	**$ 4,981,119.00**	**42**	**$ 4,456,380.00**
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	$ -
Residential Sub-Totals	**366**	**$ 18,284,966.00**	**243**	**$ 7,321,318.00**	**552**	**$ 8,051,946.00**	**462**	**$ 10,445,893.00**	**310**	**$ 9,827,348.00**	**316**	**$ 5,217,799.00**

2013 Year End Construction Values:

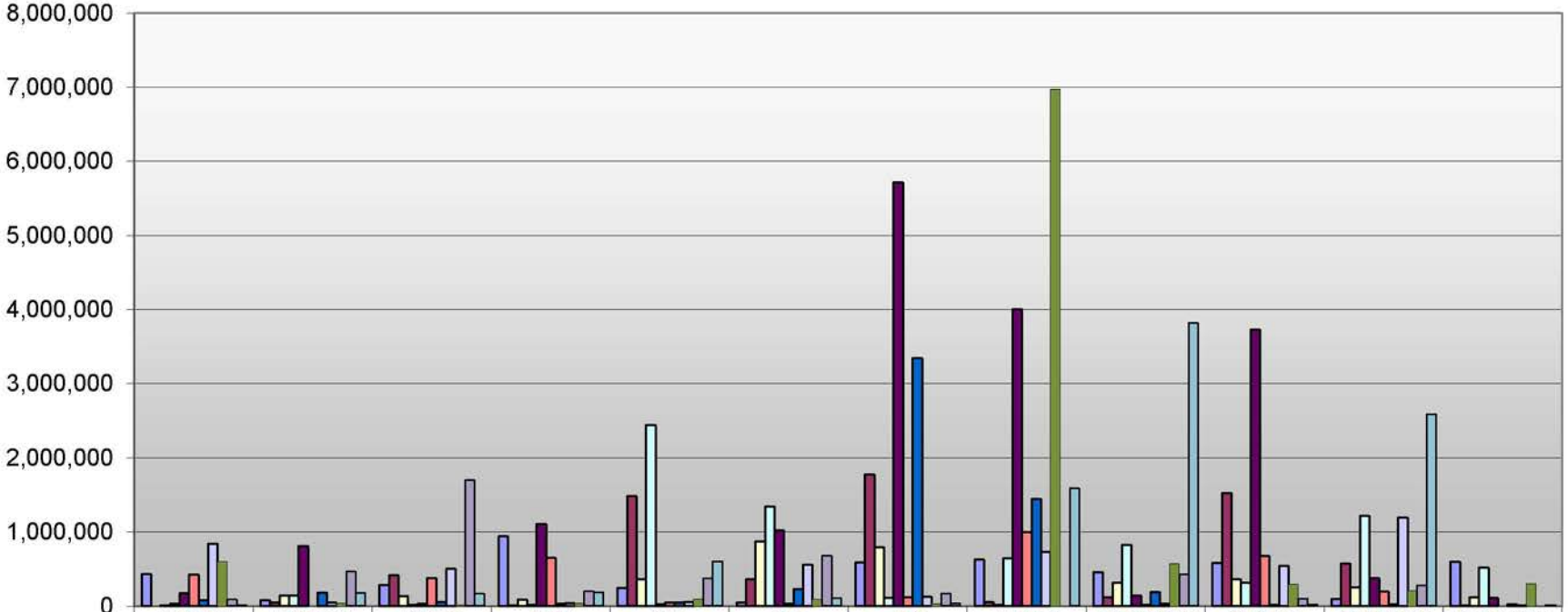
Commercial / Industrial:	***$***	***9,276,592.00***
Residential:	***$***	***9,406,392.00***
Total Single Family Homes:		***37***

Residential Building Permits



	January	February	March	April	May	June	July	August	September	October	November	December
2003	1,303,222	1,907,265	2,634,726	7,202,298	4,506,568	5,890,225	6,577,503	5,449,464	5,455,775	4,772,708	2,040,811	1,856,139
2004	2,057,874	1,061,075	7,018,665	2,409	3,332,125	4,230,009	2,171,175	2,269,297	4,189,316	1,838,373	2,261,219	958,547
2005	7,272,620	2,580,999	1,080,570	2,848,833	4,100,194	1,438,787	5,569,135	5,666,330	2,785,505	2,223,344	4,305,671	3,448,286
2006	653,107	4,544,462	2,200,224	5,876,530	3,533,055	2,016,011	1,231,992	852,573	1,387,170	1,230,662	745,550	881,456
2007	366,901	807,589	2,542,647	1,865,777	870,683	755,569	571,666	1,504,157	1,209,407	1,651,929	251,475	274,952
2008	84,176	576,220	127,628	579,796	1,872,379	368,071	279,260	896,898	873,804	652,707	73,000	0
2009	401,319	425,655	252,651	130,696	589,254	319,608	1,028,683	1,240,799	674,200	1,194,808	611,112	1,094,312
2010	484,464	571,973	2,339,559	633,374	323,160	755,450	656,705	777,918	768,831	750,411	513,137	509,014
2011	241,340	269,142	698,082	931,543	1,110,943	915,267	547,390	748,734	238,720	374,395	148,666	107,068
2012	236,170	162,820	379,179	566,030	604,628	388,176	1,084,941	477,119	991,532	149,082	134,136	22,202
2013	111,336	882,567	574,514	707,082	1,062,191	823,864	1,398,170	741,954	249,737	851,190	927,031	1,076,756

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	10,000

Delhi Township Fire Department
Monthly Report

December, 2013

Total Calls

	Delhi	***Alaiedon***	***Total***
EMS / Medical	222	-	222
Fire / Rescue	98	4	102
Total Calls	320	4	324
Staff Hours	868.55	4	872.55

Total calls in 2013: 2,672
Total calls for 2012: 2,577

Inspections

Commercial Fire Inspections –6
Fire Personnel Company Inspections - 20

Training

235 Personnel participated in 384Hours of Training

Recruitment / Retention

Activity	Hours
Station tours	2
Meetings	8
Mentoring new personnel	8

Mutual Aid: Given –28 Received – 14 Auto Aid- 12

Miscellaneous

- Dec 3 motor vehicle accident Bishop and Waverly
- Dec 8 Assist Mason Fire on a building fire
- Dec 10 Building fire in Alaiedon Twp. $5,000 loss
- Dec 12 Holt and Kahres Multi vehicle accident needing extrication
- Dec 22 Mandatory call back for ice storm coverage, busiest day in DTFD history.
- Dec 24 Assist Meridian Twp. With Station coverage and Chimney fire
- Dec 24 Assist Lansing Fire with building fire
- Dec 25 4600 Blk. Richard Building fire
- Dec 26 Building fire 2100 Blk. Dean St. approx$ 10,000 loss
- Dec 31 Building fire 900 Blk. Eifert $ 200,000 loss

Green #4 Consolidated Drain
2014 Drain Improvement Project
Township Board Meeting
January 21, 2014, 6:30 PM

Ingham County Drain Commissioner
Patrick E. Lindemann

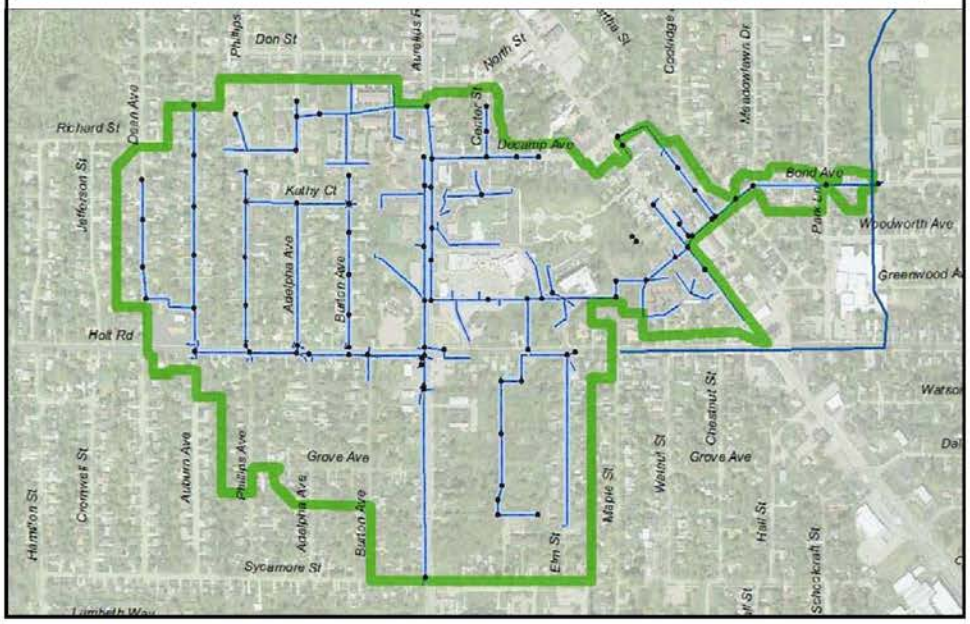
Presentation Outline

- Schedule
- Project Plan
- Coordination and Communication

Tentative Project Schedule

- Final Design: Thru February
- Notice of Letting: February 26
- Open Bids: March 20
- Day of Review: April 1
- Notice to Proceed: May 1
- Substantial Completion: October 15
- Final Completion: June 30, 2015

Green #4 Consolidated Drain Drainage District

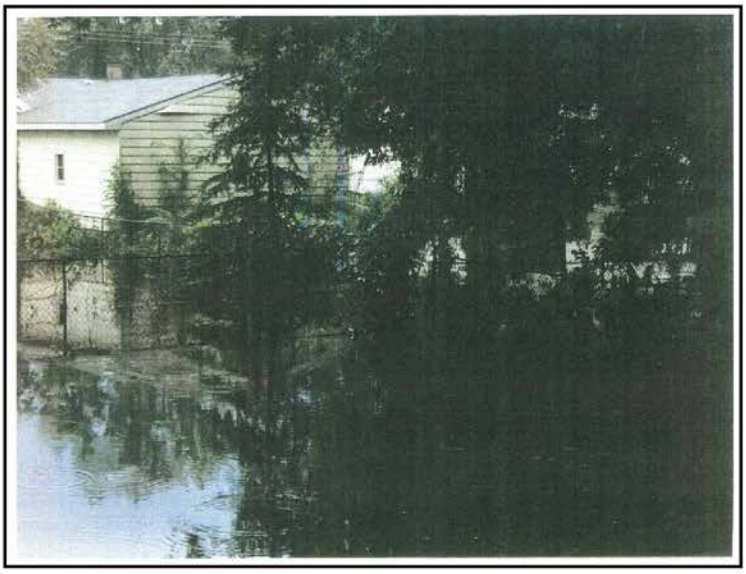


Project Plan - Basis of Design

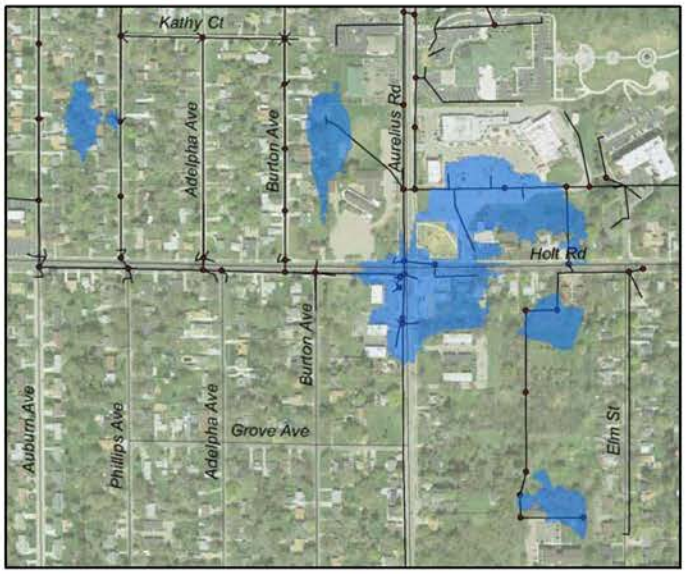
- Reduce frequency, duration, and depth of flooding.
- Provide cost effective solution
- Minimize future Operation and Maintenance Costs
- Avoid disturbance at major intersections
- Compliance with statutes, including Phase II
- Minimize and mitigate downstream impacts

Repetitive Flooding – Burton & Kathy Court

Repetitive Flooding
Phillips & Auburn Rear Yards

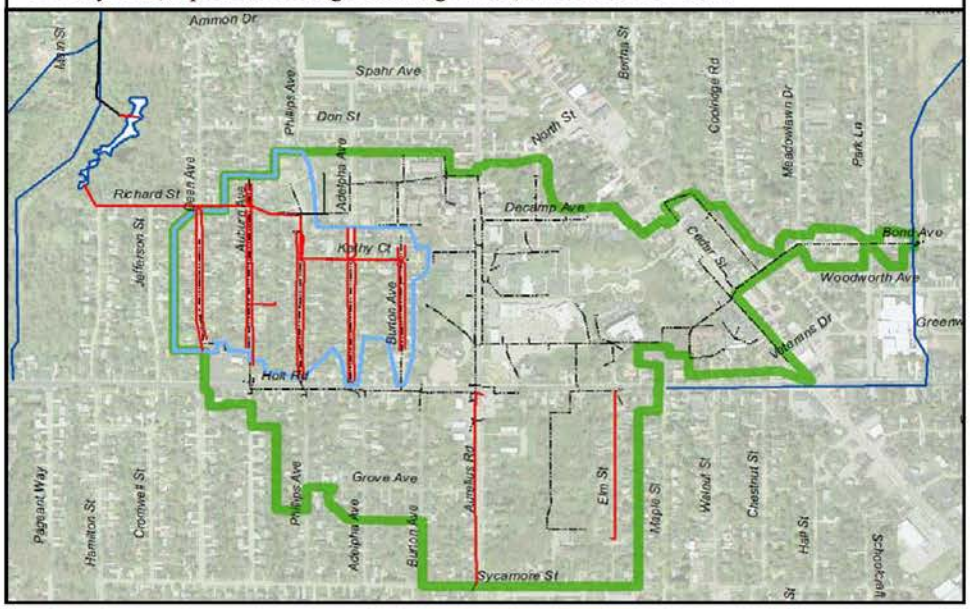


Longstanding/ Repetitive Flooding Issues

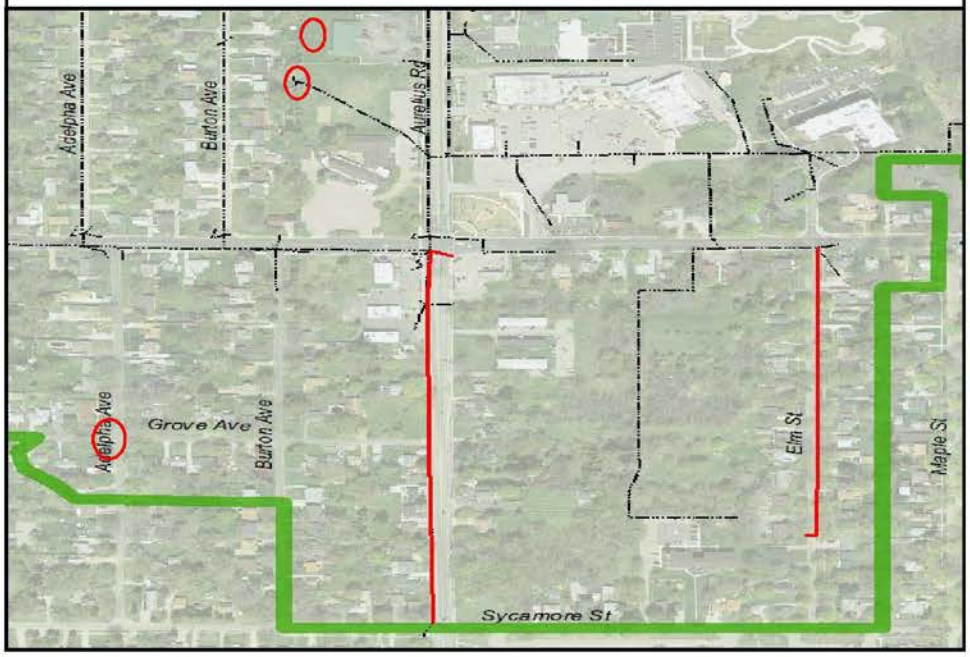


Green #4 Consolidated Drain Proposed Project

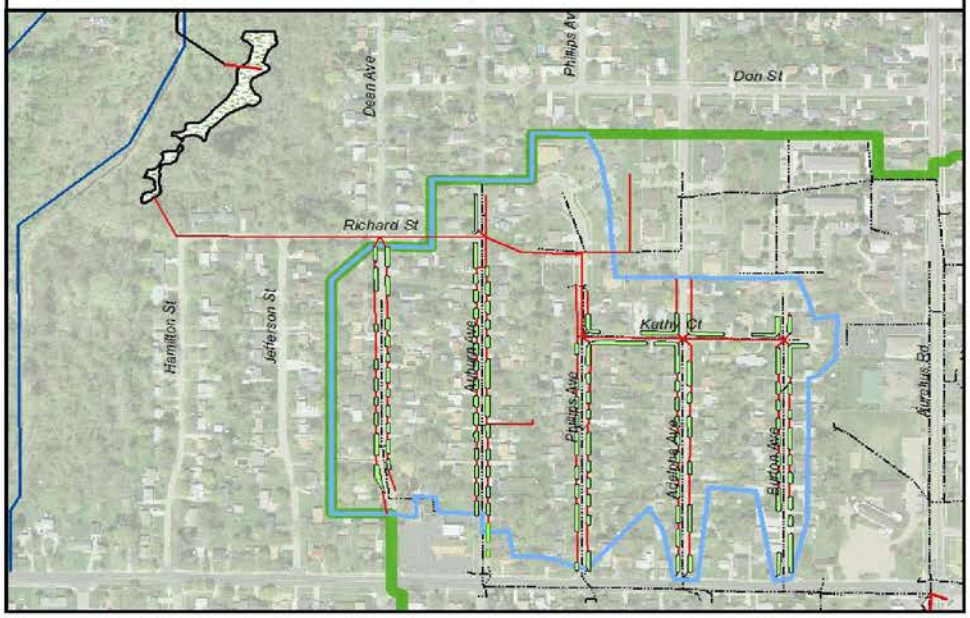
"Conveyance, a portion through existing outlet, with a Relief Drain"



Improvements – Outlet to Green Drain

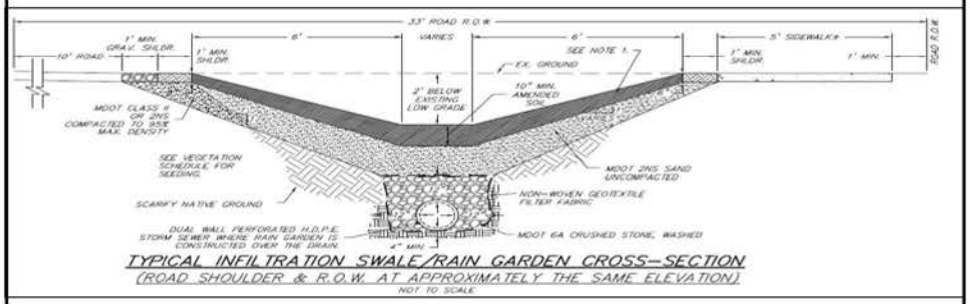


Improvements – Outlet to Diehl Drain Through Relief Drain



Infiltration Swale Photos

Infiltration Swale Typical Detail



Summary of Drainage Improvements

Storm Sewer & Leads	19,000 Feet
Drainage Structures	165
Street Improvements	6 Lane Miles, 7000 Tons
Curb & Gutter	2,200 Feet
Pond Excavation	3 Acres, 18,000 CYDS

Coordination of Drainage Improvements with Improvements by Others

- Utility Coordination
  - Consumer's Energy (Gas)
  - Lansing Board of Water and Light (Water)
- Township Coordination
  - Sanitary
  - Sidewalks

Possible Sidewalk Locations

58,000 SFT, 2 Miles

Communication: Early and Often

- DCT Newsletter
- Project Website
  - Project Background
  - Regular Scheduling Updates
  - Facebook link, Twitter
  - Link from/to DCT website
- Door-to-Door Construction Notices
- Onsite Inspectors and Engineer

Thank You

Ingham County Drain Commissioner
Patrick E. Lindemann

DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON JANUARY 21, 2014

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, January 21, 2014 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Clerk Hope called the meeting to order at 7:37 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present: Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: Supervisor C.J. Davis

APPOINT CHAIRPERSON PRO-TEM

Hope moved to appoint Trustee Harmon as Chairperson Pro-Tem.

A Voice Poll was recorded as follows: All Ayes
Absent: Davis
MOTION CARRIED

COMMENTS FROM THE PUBLIC - None

SUBJECT TO APPROVAL

CONSENT AGENDA

A. Approval of Minutes – Committee Meeting of January 7, 2014

B. Approval of Minutes – Regular Meeting of January 7, 2014

C. Approval of Claims – January 7, 2014 (ATTACHMENT I)

D. Approval of Payroll – January 16, 2014 (ATTACHMENT II)

Warfield moved to approve the Consent Agenda as presented.

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

NEW BUSINESS

RESOLUTION NO. 2014-001 – RATIFICATION AND AFFIRMATION OF THE "BOND PURCHASE AGREEMENT" FOR THE DELHI 2014 REFUNDING BONDS

The Board reviewed a memorandum dated January 15, 2014 from Twp. Mgr. Elsinga (ATTACHMENT III).

Ketchum moved to approve Resolution No. 2014-001, Authorizing the Ratification and Affirmation of the "Bond Purchase Agreement" for the Delhi 2014 Refunding Bonds.

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

ALAIEDON TOWNSHIP FIRE AGREEMENT

The Board reviewed a memorandum dated January 15, 2014 from Twp. Mgr. Elsinga (ATTACHMENT IV).

Hayhoe moved to approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2014 through December 31, 2014.

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

GRANT AGREEMENT FOR ARTS SERVICES THROUGH THE MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS – SHADE SAIL SYSTEM

The Board reviewed a memorandum dated January 13, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT V).

Hope moved to accept the Grant Agreement for Arts Services through the Michigan Council for Arts and Cultural Affairs for the Veterans Memorial Gardens Shade Sail System Amphitheater project in the amount of $35,810, with the Township's share being $53,715, and to authorize the Township Manager to execute the same.

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

SUBJECT TO APPROVAL

DELHI TOWNSHIP ORDINANCE NO. 127 – REPEAL LANGUAGE REGARDING BEGGING

The Board reviewed a memorandum dated January 15, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT VI).

Warfield moved upon introduction and first consideration, to adopt Delhi Township Ordinance No. 127 which repeals language prohibiting begging in the Township.

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

REPORTS

TREASURER

Treasurer Sweet stated that the Township received $33,000 in revenue over expenditures for the Motor Vehicle Code Ordinance, which is a slight decrease from 2012.

Treasurer Sweet stated that as of January 17, 2014 his office had collected 61% of the $30,000,000 winter tax roll.

CLERK

Clerk Hope reminded the Board that no meeting was scheduled for February 4, 2014.

Clerk Hope stated that Lansing Community College and Capital Area Transportation Authority have invited the Board to their facilities. As there is no meeting on February 4, Clerk Hope suggested that they schedule a visit on that date and possibly the next visit could be scheduled on a second Tuesday.

TOWNSHIP MANAGER

Twp. Mgr. Elsinga commented on the offer from the Ingham County Drain Commissioner's (ICDC) Office to install sidewalks for the Township during the Green #4 Drain project. The sidewalks could be paid for by the Township under the Complete Streets Ordinance. Tracy Miller, Director of Community Development, stated that the ICDC has offered to do the design/engineering and administer the contract for the Township.

Twp. Mgr. Elsinga updated the Board on the emergency brush drop off that was initiated as a result of the recent ice storm. The Department of Public Services will continue hosting a brush drop off through the end of January and may continue if there continues to be support for the event. Twp. Mgr. Elsinga further stated that he contacted the Ingham County Department of Roads and Transportation for their suggestion on what to do with the fallen brush. They, not realizing the Township had one, suggested a drop off site. Granger has incorporated brush pickup with their trash pickup. They also have a drop off site on Wood Road in Lansing for larger pieces of brush. Discussion may continue on this topic in March depending on the need.

SUBJECT TO APPROVAL

LIMITED PUBLIC COMMENTS – Mike Hamilton, 4541 Sycamore Street, commented on possible sidewalks.

ADJOURNMENT

Meeting adjourned at 8:18 p.m.

Date: February 18, 2014

Evan Hope, Township Clerk

Date: February 18, 2014

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

January 8, 2014

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated January 7 & 8, 2014 numbered 86244 thru 86295 & ACH 2829 thru 2842. Every invoice has a payment authorizing signature(s).

Dated: January 8, 2014

Lora Behnke, Accounting Clerk

II. Certification of Fund Totals:
The attached Invoice Distribution Report and Check Register for checks dated January 7 & 8, 2014 show payments made from the following funds:

General Fund	$	474,944.57
Fire Fund		3,189.80
Police Fund		11,384.75
Downtown Development Fund		8,232.10
Sewer Fund		70,719.69
Trust & Agency Fund		273.34
Current Tax Fund		8,511.29
Grand Total	$	577,255.54

Includes the following to be reimbursed from separate bank accounts:

Current Tax Account	$	8,511.29

Dated: January 8, 2014

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. ($165,020.73 Ingham Co. Dept of Trans & Roads for Sycamore St. & Holbrook Dr. Improvements 8/6/13; $16,642.23 HRC for Ram Trail Prof. Services and Easements, 4/2/2013)

Dated: January 8, 2014

John B. Elsinga, Township Manager

Evan Hope, Township Clerk

Roy W. Sweet, Treasurer

IV Board Audit and Approval: At a regular meeting of the Township Board held on January 21, 2014 a motion was made by _____and passed by ____yes votes and ____no votes (_____absent) that the list of claims dated January 7 & 8, 2014, was reviewed, audited and approved

Evan Hope, Township Clerk

U:Accounting Private\Payables\Accounts Payable Approval Form (2)
CC: Central File

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
EXP CHECK RUN DATES 01/07/2014 - 01/08/2014

Vendor	Invoice Description	Amount
Fund 101 GENERAL FUND		
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	25.50
	Total For Dept 101.00 LEGISLATIVE	25.50
Dept 171.00 MANAGER		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	94.77
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	140.81
ADP SCREENING & SELECTION	SUBSCRIPTION	28.81
MICHIGAN TOWNSHIPS ASSOC	MTA SUBSCRIPTION/VANDER PLOEG	30.00
MICHIGAN TOWNSHIPS ASSOC	MTA SUBSCRIPTION/THIELEN	30.00
VERIZON WIRELESS	CELLULAR DECEMBER	49.63
MICHIGAN LOCAL GOVNT	2014 MLGMA CONFERENCE/ELSINGA	275.00
	Total For Dept 171.00 MANAGER	649.02
Dept 191.00 ACCOUNTING		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	22.53
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	33.66
GOVT FINANCE OFFICERS	2014 GFOA MEMBERSHIP/MEREDITH	225.00
GOVT FINANCE OFFICERS	1/29/14 WEBINAR/MEREDITH	85.00
	Total For Dept 191.00 ACCOUNTING	366.19
Dept 215.00 CLERK		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	65.45
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	98.05
VERIZON WIRELESS	CELLULAR DECEMBER	49.63
	Total For Dept 215.00 CLERK	213.13
Dept 228.00 INFORMATION TECHNOLOGY		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	50.57
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	75.15
DELHI CHARTER TOWNSHIP-I.T.	DELL OPTIPLEX MEMORY/MURPHY	80.97
AD-INK & TONER SUPPLY	HP TONER/BALL	56.99
MICROTECH SERVICES, INC.	HP 9000 FUSER KIT/TREASURER	239.00
APPLICATION SPECIALIST KO	ANTI SPAM & VIRUS JANUARY	270.00
VERIZON WIRELESS	CELLULAR DECEMBER	49.63
JAMES E FELTON	1/30-12/31/2013 MILEAGE/FELTON	21.47
	Total For Dept 228.00 INFORMATION TECHNOL	843.78
Dept 253.00 TREASURERS		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	43.77
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	64.93
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	CMALL CLAIMS COURT FEES FILING	45.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	45.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
	Total For Dept 253.00 TREASURERS	273.70

Dept 257.00 ASSESSING

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	70.97
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	105.56
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	38.04
	Total For Dept 257.00 ASSESSING	214.57

Dept 265.00 BUILDING & GROUNDS

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	35.26
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	52.41
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	198.94
ACE HARDWARE	3 LYSOL DISINFECTANT SPRAYS/CSC	16.47
OTIS ELEVATOR COMPANY	1/1-12/31/2014 ELEVATOR PM/CSC	855.24
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	650.00
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	38.36
VERIZON WIRELESS	CELLULAR DECEMBER	12.54
TDS METROCOM	LOCAL SERVICE DECEMBER	1,078.26
CONSUMERS ENERGY	ELECTRIC & GAS	5,392.97
CONSUMERS ENERGY	ELECTRIC & GAS	2,498.72
CARQUEST THE PARTS PLACE	EXHAUST RAIN CAP/CSC GENERATOR	7.97
	Total For Dept 265.00 BUILDING & GROUNDS	10,837.14

Dept 276.00 CEMETERY

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	13.68
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	20.35
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	184.38
BARNHART & SON, INC.	5 GRAVE OPENINGS & CLOSINGS	1,979.66
VERIZON WIRELESS	CELLULAR DECEMBER	12.55
CONSUMERS ENERGY	ELECTRIC & GAS	31.38
	Total For Dept 276.00 CEMETERY	2,242.00

Dept 281.00 STORMWATER

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	12.03
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	17.88
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	194.08
INGHAM COUNTY TREASURER	TWP DRAIN ASSESSMENTS AT LARGE	264,467.94
	Total For Dept 281.00 STORMWATER	264,691.93

Dept 446.00 INFRASTRUCTURE

BOARD OF WATER & LIGHT	STREETLIGHTS 12/1/2013-1/1/2014	7,254.91
INGHAM CO. DEPT. OF ROADS	RESURFACE SYCAMORE & HOLBROOK	165,020.73
HUBBELL, ROTH & CLARK, INC	RAMS TRAIL PROJECT - ENGINEERING	16,642.23
	Total For Dept 446.00 INFRASTRUCTURE	188,917.87

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	139.81
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	208.36
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	103.96
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	7.13
VERIZON WIRELESS	CELLULAR DECEMBER	7.25
VERIZON WIRELESS	CELLULAR DECEMBER	277.49
TDS METROCOM	LOCAL SERVICE DECEMBER	55.82
MORTGAGE CENTER TITLE	RECORD WARRANTY DEED	24.00
SCHAFER'S INC.	SNOW & ICE REMOVAL 4180 KELLER	43.13
MICH ASSOC OF PLANNING	2/13/14 CONFERENCE/MILLER	55.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	921.95

Dept 752.00 PARKS ADMINISTRATION

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	47.17
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	70.35
THE POLACK CORPORATION	SERVICE AGREEMENT 12/30/13-12/30/14	301.00
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	0.08
VERIZON WIRELESS	CELLULAR DECEMBER	0.83
VERIZON WIRELESS	CELLULAR DECEMBER	82.29
TDS METROCOM	TELEPHONES/SENIOR CENTER	294.40
TDS METROCOM	LOCAL SERVICE DECEMBER	98.83
MSU	10 BOOKS	166.00
	Total For Dept 752.00 PARKS ADMINISTRATION	1,060.95

Dept 771.00 PARKS

LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	309.65
ACE HARDWARE	6 MISC. MDSE.	3.26
ACE HARDWARE	4 RV ANTI-FREEZE	11.96
ACE HARDWARE	20 MISC. MDSE.	7.00
CONSUMERS ENERGY	ELECTRIC & GAS	88.63
CONSUMERS ENERGY	ELECTRIC & GAS	1,092.45
CONSUMERS ENERGY	ELECTRIC & GAS	1,187.05
CONSUMERS ENERGY	ELECTRIC & GAS	271.07
CONSUMERS ENERGY	ELECTRIC & GAS	27.19
CONSUMERS ENERGY	ELECTRIC & GAS	23.38
CONSUMERS ENERGY	ELECTRIC & GAS	263.93
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	130.00
BRADY LAWN EQUIPMENT	2 ROTOR BLADES	46.00
SPARTAN DISTRIBUTORS	6 GASKETS/FILTER/SOLENOID/FREIGHT	90.98
	Total For Dept 771.00 PARKS	3,552.55

Dept 774.00 RECREATION

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	22.53
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	33.66
LOWE'S CREDIT SERVICES	2 DUPLEX OUTLETS/1 OUTDOOR CORD	45.70
	Total For Dept 774.00 RECREATION	101.89

Dept 850.00 OTHER FUNCTIONS

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	32.40
	Total For Dept 850.00 OTHER FUNCTIONS	32.40
	Total For Fund 101 GENERAL FUND	474,944.57

Fund 206 FIRE FUND

Dept 336.00 FIRE DEPARTMENT

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	203.15
HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	22.53
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	437.79
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	33.66
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	1,670.43
NYE UNIFORM COMPANY	4 BADGES & FREIGHT	366.25
MOORE MEDICAL, LLC	1 RAPID COLD PACK	28.32
BIO-CARE, INC.	FIT MASK TEST/RUSSO	25.00
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	2.49
VERIZON WIRELESS	CELLULAR DECEMBER	169.03
VERIZON WIRELESS	CELLULAR DECEMBER	190.58
TDS METROCOM	LOCAL SERVICE DECEMBER	40.57
	Total For Dept 336.00 FIRE DEPARTMENT	3,189.80
	Total For Fund 206 FIRE FUND	3,189.80

Fund 211 FIRE EQUIP. & APPARATUS FUND
Dept 339.00 EQUIPMENT & APPARATUS

WEST SHORE SERVICES INC	INSTALL NEW TRANSFORMER RECTIFIER	3,004.75
FRANKIE D'S AUTO & TRUCK	8 SPARK PLUGS/IGNITION COIL/ENGINE	380.00
ACROSS THE STREET PROD	2 BLUE CARD TRAIN/YOUNG & BRITTEN	8,000.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	11,384.75
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	11,384.75

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY
Dept 728.00 DDA ADMINISTRATION

HOLT ALLIANCE	2014 HOLT ALLIANCE DUES/HAAS	130.00
MID-AMERICA ECON DEVEL	2014 MAEDC DUES/HAAS	300.00
C. HOWARD HAAS	CELL PHONE REIMBURSE/HAAS	75.00
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	2.29
TDS METROCOM	LOCAL SERVICE DECEMBER	124.92
	Total For Dept 728.00 DDA ADMINISTRATION	632.21

Dept 729.00 DDA MARKETING & PROMOTION

CHARLES GRINNELL	3/1-12/31/2013 MILEAGE/GRINNELL	73.45
ACE HARDWARE	2 ANTI-FREEZE	33.98
	Total For Dept 729.00 DDA MARKETING & PROMOTION	107.43

Dept 730.00 COMM REHABILITATION REBATE PGM

A2I INC.	NEW SIGN/1904 CEDAR	815.15
CENTURY 21 CEDARWOOD	NEW SIGN 4170 CHARLAR DR	2,489.00
	Total For Dept 730.00 COMM REHABILITATION REBATE PGM	3,304.15

Dept 850.00 OTHER FUNCTIONS

LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	194.08
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	340.00
VERIZON WIRELESS	CELLULAR DECEMBER	12.55
CONSUMERS ENERGY	ELECTRIC & GAS	433.06
CONSUMERS ENERGY	ELECTRIC & GAS	463.71
CONSUMERS ENERGY	ELECTRIC & GAS	185.35
CONSUMERS ENERGY	ELECTRIC & GAS	65.01
CONSUMERS ENERGY	ELECTRIC & GAS	1,195.27
CONSUMERS ENERGY	ELECTRIC & GAS	169.10
CONSUMERS ENERGY	ELECTRIC & GAS	163.77
CONSUMERS ENERGY	ELECTRIC & GAS	350.43
CONSUMERS ENERGY	ELECTRIC & GAS	427.34
	Total For Dept 850.00 OTHER FUNCTIONS	3,999.67

Dept 903.00 CAPITAL OUTLAY-DDA

LOWE'S CREDIT SERVICES	COMPOSTER TUMBLER	188.64
	Total For Dept 903.00 CAPITAL OUTLAY-DDA	188.64
	Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	8,232.10

Fund 590 SEWAGE DISPOSAL SYSTEM
Dept 000.00

HUBBELL, ROTH & CLARK, INC	ASPEN RIDGE APTS PHASE III SANITARY	379.17
HUBBELL, ROTH & CLARK, INC	ASPEN RIDGE APTS PHASE III CONSTR	11,207.58
	Total For Dept 000.00	11,586.75

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	16.20
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	16.20

Dept 558.00 DEPT OF PUBLIC SERVICE

HARTFORD LIFE INSURANCE	LIFE INSURANCE JANUARY	353.81
UNUM LIFE INSURANCE COMP	DISABILITY INSURANCE JANUARY	525.93
LANSING ICE & FUEL CO	GASOLINE 12/16-31/2013	4,080.61
MODEL COVERALL SERVICE	STAFF UNIFORMS	71.66
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
ALEXANDER CHEMICAL CORP	CREDIT	(315.00)
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,740.00
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION	4,251.00
ALS LABORATORY GROUP	RAW SLUDGE/SCALE	468.00
ARGUS-HAZCO	REPLACE 2 SENSORS/FREIGHT & LABOR	523.46
HUBBELL, ROTH & CLARK, INC	SS METERING DATA REVIEW	329.79
HUBBELL, ROTH & CLARK, INC	UPDATE SANITARY SEWER DETAILS	1,816.11
UNITED PARCEL SERVICE	SHIPPING CHARGES	102.89
METRONET LONG DISTANCE	LONG DISTANCE DECEMBER	6.39
VERIZON WIRELESS	CELLULAR DECEMBER	14.81
VERIZON WIRELESS	CELLULAR DECEMBER	438.23
TDS METROCOM	LOCAL SERVICE DECEMBER	391.46
CONSUMERS ENERGY	ELECTRIC & GAS	80.88
CONSUMERS ENERGY	ELECTRIC & GAS	2,482.34
CONSUMERS ENERGY	ELECTRIC & GAS	496.22
CONSUMERS ENERGY	ELECTRIC & GAS	144.20
CONSUMERS ENERGY	ELECTRIC & GAS	517.31
CONSUMERS ENERGY	ELECTRIC & GAS	135.08
CONSUMERS ENERGY	ELECTRIC & GAS	414.99
CONSUMERS ENERGY	ELECTRIC & GAS	18,418.27
CONSUMERS ENERGY	ELECTRIC & GAS	113.88
CONSUMERS ENERGY	ELECTRIC & GAS	130.66
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	181.42
CONSUMERS ENERGY	ELECTRIC & GAS	247.62
CONSUMERS ENERGY	ELECTRIC & GAS	148.37
CONSUMERS ENERGY	ELECTRIC & GAS	43.57
CONSUMERS ENERGY	ELECTRIC & GAS	47.04
CONSUMERS ENERGY	ELECTRIC & GAS	646.00
CONSUMERS ENERGY	ELECTRIC & GAS	637.67
CONSUMERS ENERGY	ELECTRIC & GAS	1,980.54
CONSUMERS ENERGY	ELECTRIC & GAS	22.07
CONSUMERS ENERGY	ELECTRIC & GAS	31.09
CONSUMERS ENERGY	ELECTRIC & GAS	2,757.47
BOBCAT OF LANSING	MISC SALTER/PLOW/SCAG PARTS	2,444.50
ACE HARDWARE	2 PHOTO BATTERIES	13.98
MICHIGAN PIPE & VALVE	AIR RELIFE VALVES, PIPING & NIPPLES/	2,060.00
MICHIGAN PIPE & VALVE	AIR RELIFE VALVES, PIPING & NIPPLES/	94.00
MICHIGAN PIPE & VALVE	AIR RELIFE VALVES, PIPING & NIPPLES/	27.50
MICHIGAN PIPE & VALVE	AIR RELIFE VALVES, PIPING & NIPPLES/	32.00
MICHIGAN PIPE & VALVE	AIR RELIFE VALVES, PIPING & NIPPLES/	58.00
ACE HARDWARE	10 MISC. MDSE.	6.04
ACE HARDWARE	8 MISC. MDSE.	2.48
BOBCAT OF LANSING	PARTS & LABOR/BOBCAT	271.68
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	195.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	195.00
CARQUEST THE PARTS PLACE	10 MINIATURE LAMPS	13.20
CARQUEST THE PARTS PLACE	2 WIPER BLADES/1 MINIATURE BULB/#24	17.47
TASMANIAN TIRE CO.	FLAT TIRE REPAIR/#14	10.00
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	59,116.74
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	70,719.69

Fund 701 TRUST & AGENCY FUND
Dept 000.00

JULIE ROHR	REFUND 2012 TAX OVERPAYMENT	14.33
TCS SECURITY CONSULTANTS	REFUND 2011 TAX OVERPAYMENT	9.01
SHY ENTERPRISES, INC.	REFUND CASH BOND-TRANSIENT LICENSE	250.00
	Total For Dept 000.00	273.34
	Total For Fund 701 TRUST & AGENCY FUND	273.34

Fund 703 CURRENT TAX ACCOUNT
Dept 000.00

LERETA, LLC	TAX OVRPMT #332505-08-302-003	872.76
LERETA, LLC	TAX OVERPMT #332505-13-102-031	1,248.80
LERETA, LLC	TAX OVRPMT #332505-15-402-002	708.82
LERETA, LLC	TAX OVRPMT #332505-23-205-005	628.63
LERETA, LLC	TAX OVRPMT #332505-23-405-007	2,320.53
REICHENBACH LLC	SUMMER REFUND#332505-02-200-045 MTT	2,731.75
	Total For Dept 000.00	8,511.29
	Total For Fund 703 CURRENT TAX ACCOUNT	8,511.29
	Total For All Funds:	577,255.54

ATTACHMENT II

DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated January 16, 2014
Revised

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106488 through 106524 & direct deposits numbers: DD17239 through DD17317. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

Lora Behnke, Accounting Clerk

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

Dated: January 16, 2014 Director of Accounting

II. Payroll Report

The January 16, 2014 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	$71,010.29	$20,588.44	$50,421.85
Fire Dept. Fund	56,018.42	16,757.16	$39,261.26
DDA	3,664.08	825.65	$2,838.43
Sewer Fund/Receiving	44,749.75	13,663.10	$31,086.65
Total Payroll	$175,442.54	$51,834.35	**$123,608.19**
	Township FICA	**Township RHS & Pension Plan & H.S.A.**	**Total Deductions & TWP Liabilities**
General Fund	$5,122.52	$5,790.02	$31,500.98
Fire Dept. Fund	4,238.07	2,821.42	23,816.65
DDA	115.50	79.74	1,020.89
Sewer Fund/Receiving	3,255.01	3,662.07	20,580.18
Total Payroll	$12,731.10	$12,353.25	$76,918.70

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on January 16, 2014 and identified as follows:

01/16 Net Pay Disbursement in Common Savings ($123,608.19)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on January 21, 2014, a motion was made by _____and passed by_____yes votes and _____no votes(_____absent) that the payroll dated January 16, 2014 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)Vander Ploeg(1)

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: January 15, 2014

RE: Resolution No. 2014-001 – Authorizing the Ratification and Affirmation of the "Bond Purchase Agreement" for the Delhi 2014 Refunding Bonds

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Enclosed for your review and approval is Resolution No. 2014-001, which authorizes the ratification and affirmation of the "Bond Purchase Agreement" for the Delhi 2014 Refunding Bonds.

The Board authorized the sale of the Charter Township of Delhi 2014 Refunding Bonds on December 17, 2013 in the amount not to exceed $1,585,000 which would be used to pay off the prior "2003 Capital Improvement Bonds" plus the cost of issuance.

At that time our financial consultant estimated the savings to be approximately $100,000. The actual total savings from refunding the 2003 bonds is $179,466.44 due to lower than expected interest costs.

Therefore, I recommend the Board approve Resolution No. 2014-001, authorizing the Ratification and Affirmation of the "Bond Purchase Agreement" for the Delhi 2014 Refunding Bonds.

RECOMMENDED MOTION:

To approve Resolution No. 2014-001, Authorizing the Ratification and Affirmation of the "Bond Purchase Agreement" for the Delhi 2014 Refunding Bonds.

Resolution No. 2014-001

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

A regular meeting of the Township Board of Trustees of the Township was held in the _____, on Tuesday, the 21st day of January, 2014, at _____ o'clock in the evening.

Present: Board Members

Absent: Board Members

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

WHEREAS:

1. By resolution adopted on December 17, 2013 (the "Bond Resolution"), the Issuer authorized not to exceed $1,585,000 2014 Refunding Bonds (the "Bonds") for the purpose of refunding all or part of that portion of the Issuer's 2003 Capital Improvement Bonds, dated November 1, 2003, which are callable on or after March 1, 2014, and are due and payable March 1, 2015 through March 1, 2024, inclusive (the "Refunded Bonds"); and

2. In the Bond Resolution, the Issuer authorized the Township Manager to accept the offer of a bank within the parameters set forth in such resolution; and

3. Based upon information provided by the Issuer's financial consulting firm, the Issuer selected a negotiated sale to allow for flexibility in timing, sale and structure of the Bonds in response to changing market conditions and to allow for flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Refunded Bonds, as well as to reduce the costs of issuance for the Bonds; and

4. FirstMerit Bank (the "Purchaser") presented an offer to purchase the Bonds to the Township Manager on January 14, 2014, and the Township Manager accepted that offer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The offer of the Purchaser and the terms and conditions set forth therein, presented to and accepted by the Township Manager on January 14, 2014, to purchase the Bonds in the principal amount of $1,585,000, is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal sum of $1,585,000 and designated 2014 Refunding Bonds (General Obligation - Limited Tax).

2. The Bonds shall be dated January 28, 2014, and shall mature on March 1 of the years 2015 through 2024, inclusive, on which interest is payable on each September 1 and March 1 commencing September 1, 2014, at the rates and in principal amounts set forth in Exhibit A.

3. The Bonds or portions of Bonds maturing in the years 2015 through 2021 shall not be subject to redemption prior to maturity. Bond maturing in years 2022 and thereafter, shall be subject to redemption prior to maturity, at the option of the Township, in such order as the Township may determine and by lot within any maturity, on any date on or after March 1, 2021, at par and accrued interest to the date fixed for redemption.

THRUN LAW FIRM, P.C.

4. The Bonds are registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Bond Registrar, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of $100,000, or in the integral multiples of $5,000 in excess thereof, not exceeding the aggregate principal amount for each maturity.

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 Bond Registrar shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Bond Registrar 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 Bond Registrar, and if satisfactory to the Bond Registrar and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Bond Registrar 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 129.135, 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 Bond Registrar may pay the same without surrender thereof.

5. U.S. Bank National Association, Detroit, Michigan, is hereby approved as Escrow Agent. The Township Supervisor or Township Manager shall execute and deliver an Escrow Agreement in a form approved by Thrun Law Firm, P.C., in order to accomplish the refunding of the Refunded Bonds in accordance with the law and the Bond Resolution. The Escrow Agent is further authorized to act as the Issuer's Agent, an attorney-in-fact for the purpose of acquiring on behalf of the Issuer the federal securities, if necessary, as defined in the Escrow Agreement to meet the Issuer's obligations under the Escrow Agreement.

6. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of $27,527 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the Debt Retirement Fund for the Bonds.

B. The sum of $1,557,473 from the Bonds, together with the funds on hand from the 2003 Debt Retirement Fund in the amount of $33,888.75, shall be paid to the Escrow Agent and then invested by it as provided in the Bond Resolution and the Escrow Agreement for payment of principal and interest on the Refunded Bonds. Any funds from the Bond proceeds not used for the Escrow Account shall be deposited in the Costs of Issuance Fund.

THRUN LAW FIRM, P.C.

7. The Township Supervisor and Township Clerk are hereby authorized to provide the Bonds in conformity with the specifications of this Resolution and the Bond Resolution by causing their manual or facsimile signatures to be affixed thereto, and the Township Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Purchaser upon receipt of the purchase price and accrued interest, if any.

8. The Township Supervisor, Township Clerk, Township Treasurer, and/or 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 Bond Resolution, or the Bonds.

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

10. That portion of the Bonds which does not exceed the par amount of the Refunded Bonds is hereby deemed designated as "qualified tax-exempt obligations." The remaining portion of the Bonds is hereby designated as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. In making said designation, it is hereby determined that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Township or entities which issue obligations on behalf of the Township during calendar year 2014 will not exceed $10,000,000.

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

Ayes: Board Members

Nays: Board Members

Resolution declared adopted.

_____
Evan Hope, Township Clerk
Charter Township of Delhi

The undersigned duly qualified and acting Township Clerk of the Charter Township of Delhi, County of Ingham, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on Tuesday, January 21, 2014, the original of which resolution is a part of the Township Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

_____
Evan Hope, Township Clerk
Charter Township of Delhi

MDG/clb

THRUN LAW FIRM, P.C.

CHARTER TOWNSHIP OF DELHI

2014 REFUNDING BONDS
(FirstMerit Bank Bid)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
03/01/2015	Serial Coupon	2.350%	2.350%	135,000.00	100.000%	135,000.00
03/01/2016	Serial Coupon	2.350%	2.350%	145,000.00	100.000%	145,000.00
03/01/2017	Serial Coupon	2.350%	2.350%	150,000.00	100.000%	150,000.00
03/01/2018	Serial Coupon	2.350%	2.350%	150,000.00	100.000%	150,000.00
03/01/2019	Serial Coupon	2.350%	2.350%	155,000.00	100.000%	155,000.00
03/01/2020	Serial Coupon	2.350%	2.350%	160,000.00	100.000%	160,000.00
03/01/2021	Serial Coupon	2.350%	2.350%	165,000.00	100.000%	165,000.00
03/01/2022	Serial Coupon	2.350%	2.350%	170,000.00	100.000%	170,000.00
03/01/2023	Serial Coupon	2.350%	2.350%	175,000.00	100.000%	175,000.00
03/01/2024	Serial Coupon	2.350%	2.350%	180,000.00	100.000%	180,000.00
Total	-	-	-	**$1,585,000.00**	-	**$1,585,000.00**

Bid Information

Par Amount of Bonds	$1,585,000.00
Gross Production	$1,585,000.00
Bid (100.000%)	1,585,000.00
Total Purchase Price	$1,585,000.00
Bond Year Dollars	$9,245.29
Average Life	5.833 Years
Average Coupon	2.3500000%
Net Interest Cost (NIC)	2.3500000%
True Interest Cost (TIC)	2.3497242%

H.J. Umbaugh & Associates
Certified Public Accountants, LLP
2150 Association Drive, Suite 100
Okemos, MI 48864
Phone: 517-321-0110

January 14, 2014

Charter Township of Delhi

H.J. Umbaugh & Associates, as your financial advisor, has reviewed the proposals received today in regard to the Charter Township of Delhi 2014 Refunding Bonds (General Obligation Limited Tax). The offer received from FirstMerit Bank provided the lowest interest cost and meets with the terms of the Request for Proposal. The interest rates provided in the proposal are very favorable.

H.J. Umbaugh & Associates has provided a final refunding analysis including the review interest rates, maturity amounts, use of cash on hand, and all other structuring and pricing aspects.

You have my recommendation to accept the offer of FirstMerit and approve the terms of the Bonds.

Thomas Traciak, Principal
H.J. Umbaugh & Associates

CERTIFICATE OF ACCEPTANCE AND AWARD OF BID

2014 REFUNDING BONDS

1. On December 17, 2013, the Township Board authorized the issuance of 2014 Refunding Bonds (General Obligation – Limited Tax) (the "Bonds") in the principal amount of not to exceed One Million Five Hundred Eighty-Five Thousand Dollars ($1,585,000); and

1. On Tuesday, January 14, 2014, the Township received six (6) offers for the purchase of the Bonds, which offers are attached hereto and incorporated by reference, from the following bidders:

A. FirstMerit Bank

B. Chase Bank

C. Huntington Bank

D. Isabella Bank

E. PNC Bank

F. Capital One

3. The offer of FirstMerit Bank for the purchase of One Million Five Hundred Eighty-Five Thousand Dollars ($1,585,000) of the Bonds of the Township, authorized by the Township Board at a meeting held on December 17, 2013, is hereby accepted and approved.

4. That portion of the Bonds which does not exceed the par amount of the 2003 Capital Improvement Bonds being refunded is hereby deemed designated as "qualified tax-exempt obligations." The remaining portion of the Bonds is hereby designated as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. In making said designation, it is hereby determined that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Township or entities which issue obligations on behalf of the Township during calendar year 2014 will not exceed $10,000,000.

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

Date: January 14, 2014

By_____
John Elsinga, Township Manager
Charter Township of Delhi

MDG/clb
00943681.docx

THRUNHRUN LAW FIRM, P.C.

CHARTER TOWNSHIP OF DELHI

2014 REFUNDING BONDS
(FirstMerit Bank Bid)

PROOF OF GROSS D/S SAVINGS @ 2.3497242%

Date	NEW GROSS D/S	OLD GROSS D/S	SAVINGS	PV Factor	Present Value
01/28/2014	-	-	-	1.0000000x	-
03/01/2014	-	33,888.75	33,888.75	0.9978609x	33,816.26
09/01/2014	22,038.10	33,888.75	11,850.65	0.9862736x	11,687.98
03/01/2015	153,623.75	158,888.75	5,265.00	0.9748208x	5,132.43
09/01/2015	17,037.50	31,451.25	14,413.75	0.9635010x	13,887.66
03/01/2016	162,037.50	161,451.25	(586.25)	0.9523126x	(558.29)
09/01/2016	15,333.75	28,851.25	13,517.50	0.9412542x	12,723.40
03/01/2017	165,333.75	163,851.25	(1,482.50)	0.9303241x	(1,379.21)
09/01/2017	13,571.25	26,083.75	12,512.50	0.9195210x	11,505.51
03/01/2018	163,571.25	166,083.75	2,512.50	0.9088434x	2,283.47
09/01/2018	11,808.75	23,143.75	11,335.00	0.8982897x	10,182.11
03/01/2019	166,808.75	173,143.75	6,335.00	0.8878586x	5,624.58
09/01/2019	9,987.50	19,956.25	9,968.75	0.8775486x	8,748.06
03/01/2020	169,987.50	174,956.25	4,968.75	0.8673584x	4,309.69
09/01/2020	8,107.50	16,585.00	8,477.50	0.8572864x	7,267.65
03/01/2021	173,107.50	181,585.00	8,477.50	0.8473314x	7,183.25
09/01/2021	6,168.75	12,913.75	6,745.00	0.8374921x	5,648.88
03/01/2022	176,168.75	187,913.75	11,745.00	0.8277670x	9,722.12
09/01/2022	4,171.25	8,932.50	4,761.25	0.8181548x	3,895.44
03/01/2023	179,171.25	193,932.50	14,761.25	0.8086542x	11,936.75
09/01/2023	2,115.00	4,631.25	2,516.25	0.7992639x	2,011.15
03/01/2024	182,115.00	199,631.25	17,516.25	0.7899827x	13,837.54
Total	**$1,802,264.35**	**$2,001,763.75**	**$199,499.40**	-	**$179,466.44**

DELHI CHARTER TOWNSHIP

M E M O R A N D U M

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: January 15, 2013

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

---

Enclosed for the Township Board's review and approval is the renewal for the "Agreement for Fire Services Between Delhi Charter Township and Alaiedon Township," effective January 1, 2014 through December 31, 2014.

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

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

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

The Alaiedon Township Board approved this Agreement at their meeting on January 13th; therefore, I recommend the Board approve the same.

RECOMMENDED MOTION:

To approve the Agreement for Fire Services between Delhi Charter Township and Alaiedon Township, effective January 1, 2014 through December 31, 2014.

AGREEMENT FOR FIRE SERVICES BETWEEN DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP

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

WITNESSETH:

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

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

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

A. ***Standby and Administrative Fee.*** A standby and administrative fee shall be paid by Alaiedon to Delhi during the term of this Agreement in the amount of Thirty One Thousand thirty eight and 50/100 dollars ($31,038.50) (Exhibit A). Payment shall be made in equal monthly installments of Two Thousand Five Hundred Eighty Six and 54/100 Dollars ($2,586.54), commencing on the first day of January, 2014 and continuing on the first day of each month thereafter until this Agreement shall expire.

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

   Therefore, the standby fee set forth above is calculated: $2,699,000 ÷ 15 = $179,933.33 x 15% = the standby fee of $26,990.

2. ***Administrative Fee*** = $26,990 x 15% = total administrative fee of $4,048.50.

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

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

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

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

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

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

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

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

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

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

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

9. ***Term.*** This contract and the obligations hereunder shall commence at 12:01 a.m. January 1, 2014 and expire at midnight December 31, 2014. This Agreement may be renewed, extended, or modified upon the mutual consent of the parties.

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

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

THE* TOWNSHIP *OF ALAIEDON

By: _____
Steven Lott
Its: Supervisor

By: _____
David Leonard
Its: Clerk

And.

THE CHARTER TOWNSHIP OF DELHI

By: _____
C.J. Davis
Its: Supervisor

By: _____
Evan Hope
Its: Clerk

EXHIBIT A

AGREEMENT FOR FIRE SERVICES
BETWEEN
DELHI CHARTER TOWNSHIP AND ALAIEDON TOWNSHIP
December 31, 2013

Replacement value of Delhi Township's fire apparatus fleet for 2013:

Year	Description	Replacement Value
1994	1250 gpm Pierce Pumper	$480,000
1995	Ford F-150 Pickup	$ 35,000
1999	Freightliner / CSI Tanker	$150,000
2000	Ford F-350 CAFS Grass Truck	$ 70,000
2003	Pierce – 75 foot Quint	$800,000
2004	Dodge Durango Command	$ 32,000
2004	Dodge Durango FM Car	$ 32,000
2006	Ford Expedition Chief Car	$ 40,000
2008	Pierce Rescue/Pumper	$650,000
2008	Ford Type III Ambulance	$120,000
2010	Ford Type III Ambulance	$120,000
2013	Ford Type III Ambulance	$120,000
2013	Ford Explorer Chief Car	$ 50,000
	13 Total Units	$ 2,699,000

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

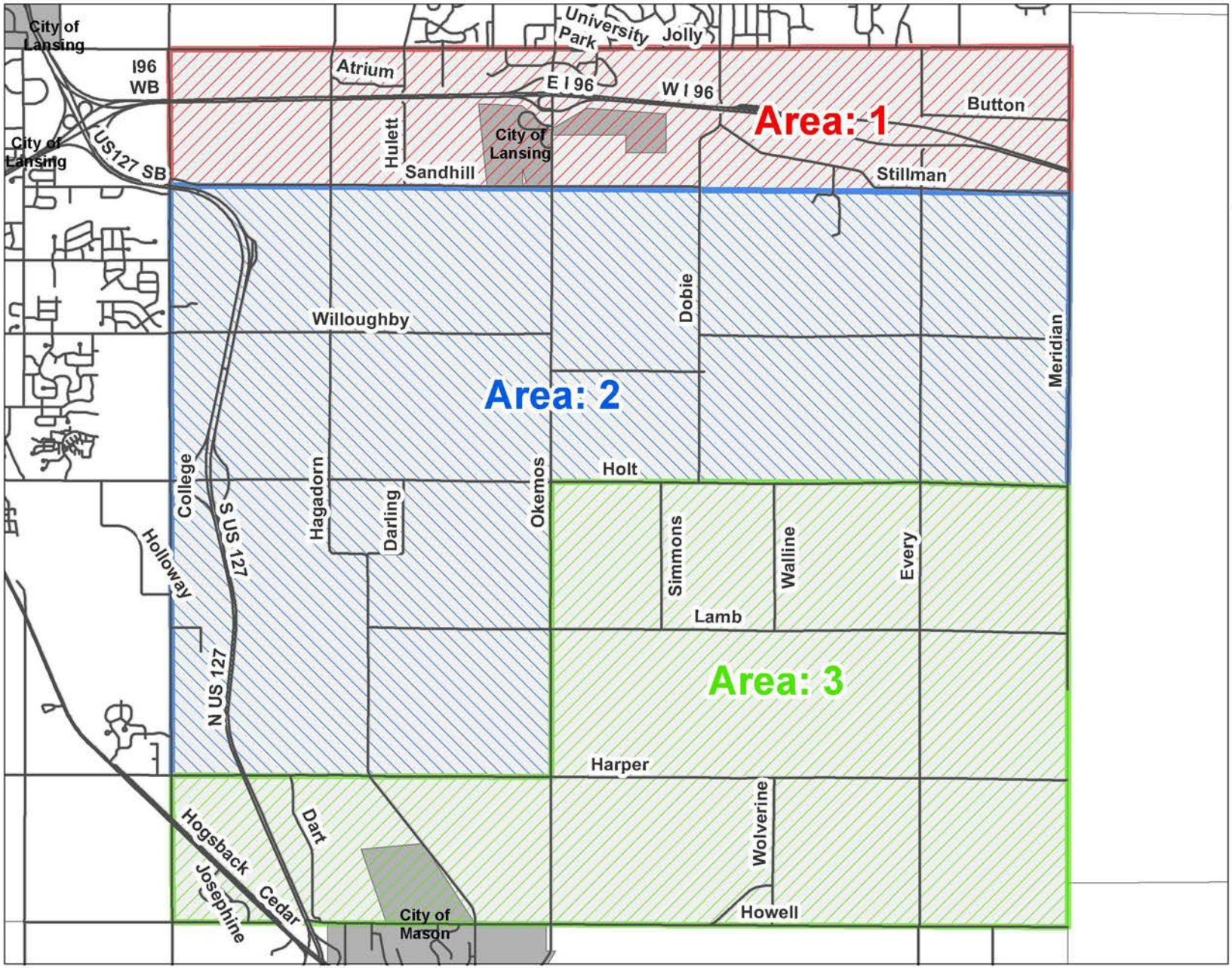
Run Volume: Year	Delhi Twp.**	Alaiedon Twp.	Total Runs
2010	439	57	439
2011	384	67	384
2012	449	63	449
Total	1,272	187	1,272
Average	424	62	424

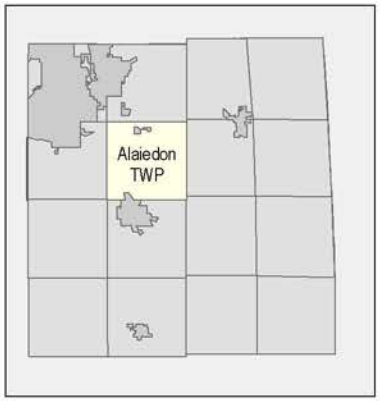
** Numbers include Alaiedon Township calls.

V= 15 % of total run volume

Alaiedon Township

Fire Service Areas





Legend

- Cities

Fire Areas

Area, MUNI

- 1, Meridian Township
- 2, Dehi Township Fire
- 3, Mason Fire

1 inch = 5,208.3 feet

N

0 0.5 1 2 3 4 Miles

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

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

Notes:

Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: January 13, 2014

RE: MCACA Grant – Shade Sail Project

In the fall we submitted an application to the Michigan Council for Arts and Cultural Affairs (MCACA) for grant funding of the proposed "shade sail project" for Veteran's Memorial Garden park. As you know, the Township and its partners have been considering potential solutions to create shade and weather protection over the existing amphitheatre. This process has been ongoing for many years. Originally, a design for a hard shell covering was completed. However, it was ultimately determined that it would be very cost prohibitive. The shade sail system was identified as a treatment that would be more cost effective and attractive, while still providing a basic solution to the weather problem. Until the shade/weather issue can be addressed, use of the amphitheatre as was originally anticipated when the park was built will be difficult or impossible. For example, while the outdoor summer concerts are popular, they have been plagued by weather related problems. Concerts have been rained out and cancelled due to excessive heat. While the shade sails won't provide complete protection from the rain, sprinkles should not be a problem. The shade afforded by the sails will reduce the temperature by approximately 15 degrees, making it enjoyable to sit outside and enjoy a performance even when temperatures climb.

Attached you'll find a design and rending of the proposed shade sail structure. This was prepared for Mark Jenks, our Parks Director, by Miracle Midwest (MM). MM is the local supplier of the shade sails and coordinates the installation of same. A price quote was also supplied which establishes the project cost at $89,525. With this information in hand, staff was able to prepare and submit the grant application to the MCACA for consideration.

We spoke to the Board about this project, and received their approval for submission of the grant application, at the October 1, 2013 meeting. We have been recently notified that the project received a favorable review and that a grant in the amount of $35,810 has been awarded to Delhi Township by MCACA. In order to move forward with the project, and receipt of the grant, we must execute the Grant Agreement. I have attached a copy of that agreement for your consideration. You'll notice a couple of key details within the document which I've summarized below:

- Any verbal communication about the project to the public, media, etc. must include a statement giving credit to the MCACA for their support. Written communications such as press releases, news articles, face book posts, etc. must include the MCACA logo.

- The grant funds will be received in two disbursements. The first will occur after the grant agreement has been finalized and likely before any Township funds have been expended. The second, and smaller, disbursement will be made after the Township has completed the project and final reporting requirements.

- Prior to finalizing the grant agreement, we must notify and thank our State legislators and Governor for the supporting the MCACA and the award. This has already been completed.

- The grant agreement must be returned to the MCACA immediately after our January 21st Board meeting in order to comply with timing requirements.

- The grant period is Jan. 1, 2014 to April 30, 2014. This means that the installation of the shade sail system needs to occur before April 30th. Mr. Jenks has been in contact with MM and has received assurance that this can be accomplished. Therefore, the shade sail system will be installed and ready to go this coming summer!

- A final report on the project must be submitted to MCACA by May 30th. Staff will ensure that this occurs.

- This grant results in a project budget as follows:

Total project cost	$89,525
MCACA Grant	-$35,810 (40% of total cost)
Township Share (match)	$53,715 (60% of total cost)

With the above information in mind, staff suggests that this information be forwarded to the Township Board for their consideration at action at the January 21st meeting. We should request approval of the Township's share of the project funding and authorize execution of the Grant Agreement. Ultimately, fund balance will be utilized for this project and, if approved, a budget amendment will be completed in March. As always, if you have any questions or need additional information, please don't hesitate to ask. Thank you in advance for your time and attention to this matter.

Recommended Motion:

To accept the Grant Agreement for Arts Services through the Michigan Council for Arts and Cultural Affairs for the Veterans Memorial Gardens Shade Sail System Amphitheater project in the amount of $35,810, with the Township's share being $53,715, and to authorize the Township Manager to execute the same.

Michigan Strategic Fund
MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS

GRANT AGREEMENT FOR ARTS SERVICES

Control # : 14CI0021FI

The MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS, a state agency (the 'Council') and Delhi Charter Township, (the 'Grantee') enter this Grant Agreement for Arts Services ('Grant Agreement') on January 2, 2014 and mutually agree as follows:

1. **Authority**

This Grant Agreement is executed under authority of Sec. 11(6) of the History, Arts and Libraries Act, 2001 PA 63, MCL 399.711 and Sec. 1035 of 2013 PA 59.

2. **Grant Agreement Period**

The period of this Grant Agreement shall be from January 1, 2014 and extend to April 30, 2014, unless prior termination is effectuated by the Council pursuant to Section 7.

3. **Project(s) Funded**

Beginning on January 1, 2014, Grantee shall:

Installation of a shade sail system above the existing amphitheater, as more specifically set forth in the grant application or revised 'grantee information form', which is incorporated herein and made part of this Grant Agreement by reference.

The project shall be completed before the last date listed in Section 2. If the Grantee is delayed in completing the project by an event beyond its control, the Council has the sole discretion to extend the date for completing the project. A time extension shall be the only remedy for a delay.

The Grantee expressly warrants and guarantees to the Council that the project will conform to the specifications for the project and will not be defective. The Grantee's obligations for correction of the project work are in addition to any warranties or guarantees required by the Grantee's contractors or by law. Nothing contained in this Grant Agreement shall be construed to establish a period of limitations for the Grantee to warrant and guarantee that the project work will not be defective.

During the construction of the project, the Grantee may request changes to the project as originally set forth in the grant application. The Grantee shall submit a complete description and itemized cost estimate to the Council before performing the work required by the requested change. The Council has the sole discretion whether to accept or reject the proposed changes. If the Council accepts the changes, the parties must execute a written instrument amending this Grant Agreement before the Grantee may perform the change work.

The project shall comply with Michigan barrier free design requirements set forth in the Utilization of Public Facilities by Physically Limited Act, 1966 PA 1, MCL 125.1351 et seq., and related rules.

Grantee shall comply with all financial and other requirements as outlined in the 2014 MCACA Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

Grantee understands and agrees that:

(a) Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.

(b) Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

Grantee understands that the Council shall withhold undistributed grant payments from Grantee if Grantee violates any of the requirements for funding listed in the preceding paragraph, and further, that if Grantee violates any of the requirements, Grantee may be disqualified from awards of future grants for a period of up to three years.

4. **Category Specification**

The Grantee is eligible for this grant in the Capital Improvement category.

5. **Terms and Conditions of Payment**

The Council shall pay the Grantee an amount not to exceed $35,810 on the following dates and in the following amounts, subject to the Grantee's compliance with this Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition, the Grantee shall not be entitled to any payment listed on the next page:

Amount:	Date:	Stipulation:
$20,377.00	2/28/2014	Upon processing of signed agreement and copies of legislative notifications
$15,433.00	7/18/2014	Upon council approval of final report due 5/30/2014

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. In the event this Grant Agreement needs to be approved by the State Administrative Board, it shall be contingent upon such approval and no grant payments shall be made until this contingency is satisfied. Failure to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. Further, Grantee acknowledges that Council's performance of its payment obligation is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Councils ability to fund and administer this Grand Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Granteee of termination.

The payment amounts set forth in this section shall, at a minimum, be matched on a dollar-for-dollar basis from local and/or private sources. The match may include new manufactured materials as allowed under the Federal Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council. The Council shall receive proof of the entire amount of the matching funds and/or new manufactured materials by the end of the award period.

No member of the State Legislature or any individual employed by the State may share in the awarded grant or any benefit that arises from the grant.

6. **Redistribution Prohibition**

The Grantee may not redistribute any grant awarded under this Grant Agreement or the matching funds which conferred eligibility for the grant to any other entity, unless specifically provided for in this Grant Agreement.

7. **Termination of Grant Agreement**

The Council may terminate this Grant Agreement for any reason by giving 5 days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make the payments described in Section 5.

8. **Grantee's Liability**

The Grantee will furnish and maintain during the term of this Grant Agreement public liability, property damage, and workers' compensation insurance or self-insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. **Limitation of Liability**

The State of Michigan, the Michigan Strategic Fund and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement resulting in litigation; from the Council's decision not to make payment to the Grantee pursuant to Section 5; or from termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under this Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged by the individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, the Michigan Strategic Fund or the Council, and their organizational unites, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. Neither party will indemnify the other party in any litigation that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. **Third Party Beneficiary**

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. **Support Credit**

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported by the MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS.'

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council.

12. **Accounting**

The Grantee shall maintain appropriate documents, journals, ledgers and statements in accordance with generally accepted accounting practices, retain these records for a period of not less than 4 years from the date of completion of the final report prepared pursuant to Section 16, and make these documents available for examination and audit by appropriate agents of the State and/or Federal Government. Grantee shall use cost accounting principles which comply with Federal requirements as set forth in Federal OMB Circular A-122, 'Cost Principles for Nonprofit Organizations' or OMB Circular A-21, 'Cost Principles for Educational Institutions' or OMB Circular A-87, 'Cost Principles for State and Local Governments', whichever applies.

13. **Administrative Requirements**

Grantee shall comply with the applicable administrative requirements for grants-in-aid as set forth in Federal OMB Circular A-102, 'Uniform Administrative Requirements for Grants-in-Aid and Local Governments' or OMB Circular A-110, 'Grants and Agreements with Institutions of Higher Education, Hospitals and other nonprofit Organizations' and applicable sections of Federal OMB Circular A-133, 'Audits of State and Local Governments'.

14. **Equal Opportunity**

Grantee certifies compliance with Executive Order 79-4, the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate this Grant Agreement. Grantee certifies that there are established policies to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

15. **Fair Labor Standards**

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this grant agreement will be implemented under working conditions which are unsanitary, hazardous or dangerous to the health and safety of those involved. Compliance with the safety and sanitary laws of the state in which the activity or part thereof takes place shall be prima facie evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq.

16. **Reports**

The Grantee shall furnish the following report or reports to the Council:

(a) A final report covering the grant period, which is due within 30 days after the end of the grant period. The final report shall indicate at least the following:

(i) Project revenues and expenditures, including grant matching fund amounts;

(ii) Number of patrons attracted or benefiting during the grant period; and

(iii) A narrative summary of the project and its outcome.

Failure to submit the above-described reports in a timely manner may void Grantee's claim to funds under this Grant Agreement.

17. **Reviews and Evaluations**

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to appraise the nature and caliber of activities supported by Council funds, Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

18. **Other Certifications**

The Grantee certifies, by signature to this Grant Agreement, that neither he/she/it nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach to this Grant Agreement an explanation of the reason.

19. **Governance**

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both parties prior to the termination date set forth in Section 2. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council in writing immediately of any proposed changes of dates, budget or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to the Council's approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

20. **Counterparts**

This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

MICHIGAN STRATEGIC FUND
MI COUNCIL FOR ARTS AND CULTURAL AFFAIRS

John M. Bracey
Executive Director
Date: January 2, 2014

Delhi Charter Township

John B. Elsinga
Township Manager
Date: _____

CALL 800.722.8546
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QUOTATION

TO: Delhi Charter Township
Attention: Mark Jenks
2074 Aurelius Rd
Holt, MI 48842
Ph: 517-694-1549

DATE: 8/27/13, Revised 1/9/14
SUBJECT: Veterans Memorial Amphitheater Shades
QUOTE FIRM: 30 Days
DELIVERY TIME ARO: 6-8 weeks
Email: mark.jenks@delhitownship.com

PRICES QUOTED: F.O.B: JOBSITE

TERMS: **ORDER CANNOT BE PLACED WITHOUT A SIGNED QUOTE OR PURCHASE ORDER. ORDERS OVER $5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.** ORDER IS NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER OR LETTER OF PURCHASE. OTHERS NEED IRREVOCABLE LETTER OF CREDIT WITH PURCHASE ORDER. UNSATISFACTORY/NO CREDIT HISTORY: PAYMENT WITH ORDER.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
OPTION #4			
SHADE SYSTEMS			
1	Sail "2"	49'6"x36'6"x36'3"x31'4" Shade over the stage	$ 20,100.00
1	A & B Sail "1"	Sail Shade A-32'10'x21'2"x32'5"x40'6" & B-32'x5"x29'7" x32'1" Shade over the west side of the lawn	$ 20,129.00
1	C & D Sail "1"	Sail Shade A-32'x22'1"x32'4"x40' & B-32'x4"x29'9" x32'1" Shade over the east side of the lawn	$ 20,129.00
		Equipment Total	$ 60,358.00
		Donation to your project	**$ -9,658.00**
		Sub Total	$ 50,700.00
		Engineer Sealed Drawings	$ 1,800.00
		Engineer Sealed Calculations	$ 900.00
		Freight	$ 3,375.00
		Delivered Price of Equipment ONLY	**$ 56,775.00**
SITE WORK SERVICES			
		Installation of Sail "2" Listed Above	$ 32,350.00
		Optional – Accept Delivery and Unload	$ 400.00

Thank you for the opportunity to provide this quotation.

Signed: *Margo G Ryan/Kim Alexander*
Miracle Midwest

PLEASE NOTE THE FOLLOWING:
A Miracle Credit Application must be completed and returned <u>before your order is placed.</u> If credit is not issued, Cash in Advance is required with order.
Orders over $5,000 will require a Purchase Order before they will be placed.
See top of quote for terms

- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ PLEASE provide 4-5 sturdy adults and possibly a fork lift to assist the truck driver in unloading your equipment
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
  - ✓ Unloading/Storage/Security of equipment
  - ✓ Site excavation/preparation
  - ✓ Removal of soils/excess excavated materials from site
  - ✓ Supply of new topsoil, seeding, landscaping or site restoration
  - ✓ Demolition, removal OR disposal of existing equipment or debris
  - ✓ Any permits, if required
  - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or the owner
  - ✓ Testing of soil conditions
  - ✓ Prevailing wage or union labor/wages.
  - ✓ Performance/labor/material bonds
  - ✓ Concrete Slab
  - ✓ Fill Sand for Specific Concrete Work

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE A REMOVAL FEE WILL BE ASSESSED.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to brobinson@miraclemidwest.com

_____ _____ _____

Signature Date P.O. to Miracle Recreation Equipment Co.
8445 Solution Center, Chicago, IL 60677
(Required for orders over $5,000)

Print this address on your PO, send quote/P.O. to fax number/email listed above.

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:	**INVOICE TO ADDRESS:**	**EMAIL ADDRESS:**
_____	_____	_____
_____	_____	
_____	_____	

CONTACT #1: _____ PHONE #: _____

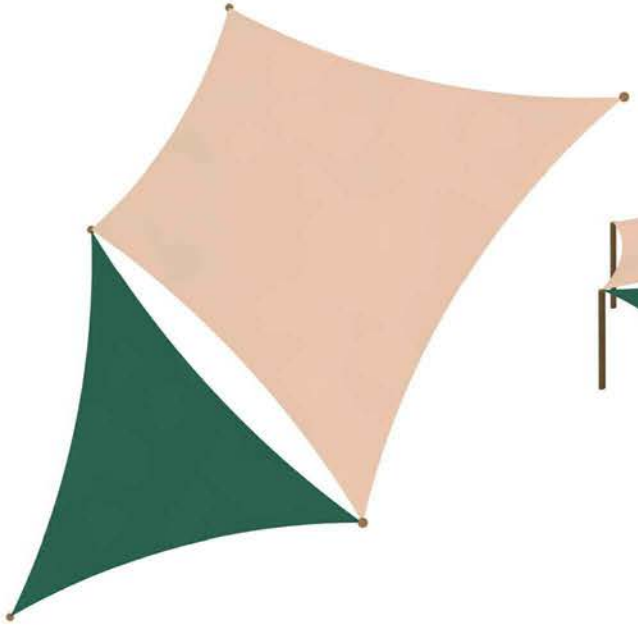
CONTACT #2: _____ PHONE #: _____

SHADE SYSTEMS COLOR CHOICES:

COLUMNS: _____ SHADE: _____

IMPORTANT: PLEASE FAX OR EMAIL ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

Thank You!



PLAN VIEW

PERSPECTIVE VIEW

ELEVATION VIEW

Shade Systems Inc.
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

NOTE: PRELIMINARY AND TENTATIVE DRAWING. NOT FOR CONSTRUCTION. ALL INFORMATION SHOWN IS SUBJECT TO CHANGE BY MFR PRIOR TO DELIVERY. USE ONLY DRAWINGS AND INSTRUCTIONS PROVIDED WITH YOUR ORDER FOR CONSTRUCTION.

Delhi Township Veterans Memorial

Approved:

Model: Sail 1

Revisions

REP:

Approved: NB	Job: QTE
Checked: TT	
Drawn: AB	
Date: 12/19/2013	Sheets: 1 OF 1
NOT TO SCALE	

PLAN VIEW

PERSPECTIVE VIEW

ELEVATION VIEW

Shade Systems Inc.
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

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Delhi Township
Veterans Memorial

Approved:

Model: Sail 2

Revisions

REP:

Approved: NB	Job: QTE
Checked: TT	
Drawn: AB	
Date: 12/19/2013	Sheets: 1 OF 1
NOT TO SCALE	

Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: January 15, 2014

RE: Ordinance No. 127 – Repealing Ordinances Prohibiting Begging in the Township

In late October last year the enclosed letter was received from the American Civil Liberties Union of Michigan (ACLU). The letter requests that the Township repeal any Ordinance provisions which prohibit the practice of *begging*. This request is based on the ACLU's assertion that the Township's anti-begging language is unconstitutional.

Upon receipt of the ACLU's letter, staff requested review of the current ordinance and an opinion from Township legal counsel regarding the matter. Attached is a letter from Township Attorney Revore in which he provides a summary of the current Ordinance language and an explanation of the relevant court decision. Ultimately, attorney Revore has advised the Township to repeal its anti-begging ordinance provisions. To that end, attached please find Ordinance No. 127. This amendment repeals all previously effective ordinances that prohibited begging.

I would encourage you to review Attorney Revore's letter and the enclosed ruling. However, in summary, the unconstitutionality of the anti-begging ordinance was established in a recent decision by the U.S. Court of Appeals (Sixth Circuit). The court basically held that prohibiting begging is a violation of a person's constitutional right to free speech. It is important to point out, that the ruling does not mean that an individual who is engaged in begging is exempt from other provisions of the Township codes. For example, public loitering (Sec. 10-67), trespass (Sec. 10-45) and perhaps other parts of the code would still be applicable if a situation warranted. However, law enforcement officials will no longer have the ability to enforce solely on the basis of begging.

I believe that all relevant information regarding this matter has been included here or in the attached materials. However, if you have any questions, or require additional information, please do not hesitate to ask. Otherwise, I respectfully request that you forward this information to the Township Board for first consideration and action at the upcoming January 21st meeting. Thank you!

Recommended Motion:

Upon introduction and first consideration, to adopt Delhi Township Ordinance No. 127 which repeals language prohibiting begging in the Township.

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 127

PREAMBLE

AN ORDINANCE TO REPEAL SECTION 1, SUBSECTION (3)(k), OF ORDINANCE NO. 71.1, REPEAL SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.2, REPEAL SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.2.1, REPEAL SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.3, REPEAL SECTION 2, SUBSECTION 11, OF AND ORDINANCE NO. 71.5, AND SECTION 10-4, ARTICLE I, OF CHAPTER 10, AND SECTION 10-77, SUBSECTION (11) ARTICLE V, OF CHAPTER 10 OF THE TOWNSHIP CODE OF ORDINANCES, WHICH PROHIBITS BEGGING IN THE TOWNSHIP; AND TO ESTABLISH AN EFFECTIVE DATE HEREOF.

THE CHARTER TOWNSHIP OF DELHI, INGHAM COUNTY, MICHIGAN, ORDAINS:

SECTION 1. REPEAL OF SECTION 1, SUBSECTION (3)(k) OF ORDINANCE NO. 71.1.

Section 1, Subsection (3)(k) of Delhi Charter Township Ordinance No. 71.1 previously adopted by the Township on May 11, 1988 shall be and is hereby repealed in its entirety. All other provisions of Ordinance No. 71.1 shall remain in full force and effect.

SECTION 2. REPEAL OF SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.2.

Section 2, Subsection 11 of Delhi Charter Township Ordinance No. 71.2 previously adopted on July 5, 1989 shall be and is hereby repealed in its entirety. All other provisions of Ordinance No. 71.2 shall remain in full force and effect.

SECTION 3. REPEAL OF SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.2.1.

Section 2, Subsection 11 of Delhi Charter Township Ordinance No. 71.2.1 previously adopted on July 3, 2007 shall be and is hereby repealed in its entirety. All other provisions of Ordinance No. 71.2.1 shall remain in full force and effect.

SECTION 4. REPEAL OF SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.3.

Section 2, Subsection 11 of Delhi Charter Township Ordinance No. 71.3 previously adopted on December 21, 1993 shall be and is hereby repealed in its entirety. All other provisions of Ordinance No. 71.3 shall remain in full force and effect.

SECTION 5. REPEAL OF SECTION 2, SUBSECTION 11, OF ORDINANCE NO. 71.5.

Section 2, Subsection 11 of Delhi Charter Township Ordinance No. 71.5 previously adopted on May 19, 1998 shall be and is hereby repealed in its entirety. All other provisions of Ordinance No. 71.5 shall remain in full force and effect.

SECTION 6. REPEAL OF SECTION 10-4, ARTICLE I, OF CHAPTER 10, OF THE TOWNSHIP CODE OF ORDINANCES.

Section 10-4, of Article I, of Chapter 10, of the Township Code of Ordinances shall be and is hereby repealed in its entirety. All other provisions of Article I, Chapter 10 of the Township Code of Ordinances shall remain in full force and effect.

SECTION 7. REPEAL OF SECTION 10-77, ARTICLE V, OF CHAPTER 10, OF THE TOWNSHIP CODE OF ORDINANCES.

Section 10-77, Subsection (11), of Article V, of Chapter 10, of the Township Code of Ordinances shall be and is hereby repealed in its entirety. All other provisions of Article V, Chapter 10 of the Township Code of Ordinances shall remain in full force and effect.

SECTION 8. REPEALER.

All Ordinances or parts of Ordinances and provisions of the Code, in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and Delhi Charter Township Ordinances No. 71.1 dated May 11, 1988, No. 71.2 dated July 5, 1989, No. 71.2.1 dated July 3, 2007, No. 71.3 dated December 21, 1993, and No. 71.5 dated May 19, 1998, and the Delhi Charter Township Code of Ordinances shall remain in full force and effect, amended only as specified above.

SECTION 9. SEVERABILITY.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction such section, clause, or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

SECTION 10. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its passage and publication and recording as required by law.

_____
C. J. Davis, Supervisor

_____
Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, do hereby certify that the above is a true action taken by the Delhi Charter Township Board of Trustees as follows:

First Reading:	_____
First Publication (Posting)	_____
Second Reading:	_____
Second Publication (Posting)	_____
Effective Date:	_____

_____
Evan Hope, Clerk

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 16, 2013

Confidential: Attorney-Client Privileged Communication

John B. Elsinga, Township Manager
Delhi Charter Township
2074 Aurelius Road
Holt, MI 48842

Re: Resolution and Proposed Ordinance to Repeal Begging Ordinance and Related Code Provisions

Dear Mr. Elsinga:

Pursuant to request I have prepared for your consideration a Resolution and Proposed Ordinance to repeal Section 1, Subsection (3)(k) of Ordinance No. 71.1 and Section 10-4, Article I, of Chapter 10, and Section 10-77, Subsection (11) of Article V, of Chapter 10 of the Township Code of Ordinances, which prohibits begging in the Township. (See attached). The Township's relevant Ordinance and Code provisions state: "[a] person found begging in a public place" and "[i]t shall be unlawful for any person to beg in a public place". (See current Ordinance 71.1 attached).

In August, the US Court of Appeals for the Sixth Circuit issued a decision holding that begging is a form of free speech protected by the first amendment and that Michigan's state law ban on begging in a public place, MCL 750.167(1)(H) is facially unconstitutional. *See, Speet v Schuette,* 726 F3d 867 (CA 6, 2013).

Subsequently, the American Civil Liberties Union of Michigan has been issuing notices to Michigan municipalities that have similar ordinances enacted. On October 29, 2013, the ACLU sent a letter to the Township identifying Delhi Charter Township Code Section 10-4 (1998) as similar to the state law struck down by the Sixth Circuit Court of Appeals. The ACLU advises that Delhi Charter Township should repeal its ordinance and to instruct local law enforcement to stop enforcing it immediately. I have since contacted Sofia Rahman, of the ACLU of Michigan, and discussed the Township's review of its ordinance.

In *Speet v Schuette, supra,* the Sixth Circuit Court of Appeals held that begging, or the soliciting of alms, as a form of solicitation that the First Amendment protects. The Township's Ordinance 71.1, and its section and subsections, and relevant Code provisions identified above, are modeled after the state statute which the Sixth Circuit found unconstitutional. Should law enforcement agencies take action using the Township's ordinance to arrest an individual for "begging", liability would attach to the individual officers and the law enforcement agency.

THRUN
LAW FIRM, P.C.

Confidential: Attorney-Client Privileged Communication

Accordingly, I recommend that the Township consider the attached Resolution and Ordinance to repeal relevant provisions of the Township Ordinance and Township Code relating to the conduct of begging.

Please contact me if I may be of further assistance.

Very truly yours,

THRUN LAW FIRM, P.C.

David M. Revore

DMR
Enclosures

Cc: Tracy Miller

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).

ACLU
AMERICAN CIVIL LIBERTIES UNION of MICHIGAN

State Headquarters
2966 Woodward Avenue
Detroit, MI 48201
Phone 313.578.6800
Fax 313.578.6811
Email aclu@aclumich.org
www.aclumich.org

Legislative Office
115 West Allegan Street
Lansing, MI 48933
Phone 517.372.8503
Fax 517.372.5121
Email aclu@aclumich.org
www.aclumich.org

West Michigan Regional Office
1514 Wealthy SE, Suite 242
Grand Rapids, MI 49506
Phone 616.301.0930
Fax 616.301.0640
Email aclu@aclumich.org
www.aclumich.org

October 29, 2013

RECEIVED
OCT 3 0 2013
Supervisor/Manager

J. Richard Robinson
Delhi Charter Township Attorney
2074 Aurelius Rd.
Holt, MI 48842

Re: Delhi Charter Township's Unconstitutional Begging Ordinance

Dear Mr. Robinson:

We are writing to ask that Delhi Charter Township repeal its unconstitutional begging ordinance. In August, the U.S. Court of Appeals for the Sixth Circuit issued an important decision holding that begging is a form of speech protected by the First Amendment and that Michigan's state-law ban on begging in a public place, M.C.L. § 750.167(1)(h), is facially unconstitutional. *See Speet v. Schuette*, 726 F.3d 867 (6th Cir. 2013) (enclosed). As a result of *Speet*, municipal ordinances that similarly prohibit begging in public places are likewise unconstitutional and should be repealed.

We have reviewed your city ordinance and understand it to read as follows:

> It shall be unlawful for any person to beg in a public place.

Delhi Charter Township, Mich., Code § 10-4 (1998).

Delhi Charter Township's ordinance, like the state law struck down in *Speet*, prohibits begging in public places and is therefore unconstitutional on its face. We therefore advise you to repeal the ordinance and to instruct your local law enforcement agency to stop enforcing it immediately.

The ACLU recognizes that municipalities have a legitimate interest in public safety. But as Judge Robert Jonker specifically explained in holding the state law unconstitutional, cities can enforce existing criminal laws instead of criminalizing speech:

> Nothing prohibits the government from regulating directly the conduct the government identifies as problematic. The government can and does prohibit fraud, assault, and trespass. But what the government cannot do without violating the First Amendment is categorically prohibit the speech and expressive elements that may sometimes be associated with the harmful conduct; it must protect the speech and expression, and focus narrowly and directly on the conduct it seeks to prohibit.

Speet v. Schuette, 889 F. Supp. 2d 969, 977 (W.D. Mich. 2012).

We appreciate your time and attention to ensure that the First Amendment rights of poor people are respected in Delhi Charter Township. Once you have had the opportunity to review this

Kary L. Moss, Esq. | Executive Director Loren Khogali, Esq. | President Mark Granzotto, Esq. | General Counsel

letter, we ask that you contact Sofia Rahman at srahman@aclumich.org within 30 days to let us know whether you intend to repeal the ordinance and take appropriate measures to ensure that it will not be enforced by local law enforcement officers. Please feel free to call if you would like to discuss this matter further or if you have any questions.

Sincerely,

Sofia Rahman, Legal Fellow
(313) 578-6807
srahman@aclumich.org

Daniel Korobkin, Staff Attorney
(313) 578-6824
dkorobkin@aclumich.org

Michael J. Steinberg, Legal Director
(313) 578-6814
msteinberg@aclumich.org
ACLU of Michigan
2966 Woodward Ave.
Detroit, MI 48201-3035

Miriam Aukerman, Staff Attorney
ACLU West Michigan Regional Office
1514 Wealthy St. SE, Ste. 242
Grand Rapids, MI 49506
(616) 301-0930
maukerman@aclumich.org

726 F.3d 867
United States Court of Appeals,
Sixth Circuit.

James SPEET and Ernest Sims,
Plaintiffs–Appellees,
v.
Bill SCHUETTE, Defendant–Appellant.

No. 12–2213.
Argued: June 13, 2013.
Decided and Filed: Aug. 14, 2013.

Synopsis
Background: Arrestees brought action against state attorney general and city, challenging constitutionality of Michigan statute which criminalized begging in a public place. The United States District Court for the Western District of Michigan, Robert J. Jonker, J., 889 F.Supp.2d 969, granted arrestees' motion for summary judgment. Defendants appealed.

Holdings: The Court of Appeals, Boyce F. Martin, Jr., Circuit Judge, held that:

[1] begging, or the soliciting of alms, was a form of solicitation that the First Amendment protected;

[2] Michigan's anti-begging statute was facially invalid; and

[3] statute could not be read to limit its constitutional effect.

Affirmed.

West Codenotes

Held Unconstitutional
M.C.L.A. § 750.167(1)(h)

Attorneys and Law Firms

***870 ARGUED:** Ann M. Sherman, Office of the Michigan Attorney General, Lansing, Michigan, for Appellant. Miriam J. Aukerman, American Civil Liberties Union Fund of Michigan, Grand Rapids, Michigan, for Appellees. **ON BRIEF:** Ann M. Sherman, Office of the Michigan Attorney General, Lansing, Michigan, for Appellant. Miriam J. Aukerman, American Civil Liberties Union Fund of Michigan, Grand Rapids, Michigan, Michael J. Steinberg, Daniel S. Korobkin, American Civil Liberties Union Fund of Michigan, Detroit, Michigan, for Appellees.

Before: MARTIN and SUTTON, Circuit Judges; ADAMS, District Judge.*

* The Honorable John R. Adams, United States District Judge for the Northern District of Ohio, sitting by designation.

OPINION

BOYCE F. MARTIN, JR., Circuit Judge.

This appeal involves a facial challenge to the constitutionality, under the First and Fourteenth Amendments to the United States Constitution, of a Michigan statute that criminalizes begging. This appeal poses two issues. The first issue is whether begging is a form of solicitation that the First Amendment protects. We hold that it is. The second issue is whether, as the district court concluded, the statute violates—on its face—the First Amendment. We agree with the district court that it does. Michigan's anti-begging statute cannot withstand facial attack because it prohibits a substantial amount of solicitation, an activity that the First Amendment protects, but allows other solicitation based on content. Therefore, we **AFFIRM** the district court's judgment.

The Michigan anti-begging statute at issue in this case has existed since at least 1929. Mich. Comp. Laws § 900 (1929). The statute provides that "[a] person is a disorderly person if the person is any of the following: ... (h) A person found begging in a public place." Mich. Comp. Laws Ann. § 750.167(1)(h) (West 2013). The statute criminalizes begging. A person convicted under section 750.167(1)(h) is "guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than $500.00, or both." Mich. Comp. Laws Ann. § 750.168(1) (West 2013). According to the record, the police department in Grand Rapids, Michigan recorded four-hundred and nine reports of incidents of police enforcing this anti-begging ordinance from 2008–2011.

***871** Among those whom the Grand Rapids police arrested under the anti-begging ordinance are the plaintiffs: James Speet and Ernest Sims, two homeless adult residents of Grand Rapids, Michigan. In January 2011, Speet was arrested for begging in Grand Rapids. He

was holding a sign saying: "Cold and Hungry, God Bless." The police gave Speet an appearance ticket, and he pleaded guilty to the charge. Unable to pay the $198 fine, Speet spent four days in jail. Then, in June 2011, Speet was holding a sign that said, "Need Job, God Bless," while standing between a sidewalk and a street in Grand Rapids. The Grand Rapids police again arrested him for begging. After Speet secured pro bono counsel, the prosecution dismissed the begging charge.

On July 4, 2011, Sims needed money for bus fare, and asked a person on the street: "Can you spare a little change?" A Grand Rapids police officer witnessed Sims asking for change and immediately arrested him. After Sims, a veteran, requested that he not be taken to jail because it was the Fourth of July, the officer agreed to give him an appearance ticket. Later, Sims appeared without counsel in court on the begging charge. He pleaded guilty and was sentenced to pay a fine of $100. Speet and Sims are not the only people that have been fined or jailed under Michigan's anti-begging statute. The Grand Rapids Police Department, during 2008–2011, initiated three-hundred and ninety-nine cases by arresting or citing people for begging.

Speet and Sims sued Michigan Attorney General Bill Schuette, the City of Grand Rapids, and several of its police officers for declaratory and injunctive relief, alleging that Michigan's anti-begging statute violated—both facially and as applied—the First Amendment and the Fourteenth Amendment's Equal Protection Clause.

The complaint's first count asserted that Michigan's anti-begging law was "facially invalid under the First Amendment[;]" likewise, the complaint's third count asserted that Michigan's anti-begging law was "facially invalid under the Equal Protection Clause." The complaint's second and fourth counts asserted that the statute violated the First and Fourteenth Amendments "as applied" to Speet and Sims.

Instead of moving for summary judgment on the as-applied claims, Speet and Sims moved for summary judgment on the facial claims. *Speet v. Schuette,* 889 F.Supp.2d 969, 972 (W.D.Mich.2012). Michigan also moved for summary judgment on these claims. *Id.* In a published opinion and order, the district court granted Speet's and Sims' motion for partial summary judgment. *Id.* at 980. Michigan Attorney General Bill Schuette filed a timely appeal.

We review de novo a district court's decision to grant summary judgment. *Ohio Citizen Action v. City of Englewood,* 671 F.3d 564, 569 (6th Cir.2012) (citing *Dillon v. Cobra Power Corp.,* 560 F.3d 591, 595 (6th Cir.2009)). A district court properly grants summary judgment when " 'the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.' " *Id.* (quoting *Estate of Smithers ex rel. Norris v. City of Flint,* 602 F.3d 758, 761 (6th Cir.2010)). Here, the "parties agree[d] that there [was] no genuine issue of material fact regarding the facial challenge and that judgment as a matter of law [was] appropriate." *Speet,* 889 F.Supp.2d at 972.

[1] [2] [3] A facial challenge to a law's constitutionality is an effort "to invalidate the law in each of its applications, to take the law off the books completely." *Connection* ***872** *Distrib. Co. v. Holder,* 557 F.3d 321, 335 (6th Cir.2009) (en banc); *see also Vill. of Hoffman Estates v. Flipside, Hoffman Estates, Inc.,* 455 U.S. 489, 495, n. 5, 102 S.Ct. 1186, 71 L.Ed.2d 362 (1982) ("a 'facial' challenge ... means a claim that the law is 'invalid *in toto*—and therefore incapable of any valid application.' " (quoting *Steffel v. Thompson,* 415 U.S. 452, 474, 94 S.Ct. 1209, 39 L.Ed.2d 505 (1974))). In contrast to an as-applied challenge, which argues that a law is unconstitutional as enforced against the plaintiffs before the court, a facial challenge "is not an attempt to invalidate the law in a discrete setting but an effort 'to leave nothing standing[.]' " *Connection Distributing Co.,* 557 F.3d at 335 (en banc) (quoting *Warshak v. United States,* 532 F.3d 521, 528 (6th Cir.2008) (en banc)). Sustaining a facial attack to the constitutionality of a state law, as the district court did, is momentous and consequential. It is an "exceptional remedy." *Carey v. Wolnitzek,* 614 F.3d 189, 201 (6th Cir.2010).

[4] Generally, to "succeed in a typical facial attack," a plaintiff must establish " 'that no set of circumstances exists under which [the statute] would be valid.' " *United States v. Stevens,* 559 U.S. 460, 130 S.Ct. 1577, 1587, 176 L.Ed.2d 435 (2010) (quoting *United States v. Salerno,* 481 U.S. 739, 745, 107 S.Ct. 2095, 95 L.Ed.2d 697 (1987)). Or, a plaintiff would have to establish that "the statute lacks any 'plainly legitimate sweep [.]' " *Id.* (quoting *Washington v. Glucksberg,* 521 U.S. 702, 740 n. 7, 117 S.Ct. 2258, 138 L.Ed.2d 772 (1997) (Stevens, J., concurring)). Here, Attorney General Schuette argues that, to succeed in their facial attack, Speet and Sims must demonstrate that there is no conceivable manner in which the anti-begging statute can be enforced consistent with the First Amendment. While this is the general rule, an exception exists for facial challenges based on the First Amendment.

[5] [6] Where a plaintiff makes a facial challenge under the First Amendment to a statute's constitutionality, the "facial challenge" is an "overbreadth challenge." *Connection Distrib. Co.,* 557 F.3d at 335; *see also City of Houston, Tex. v. Hill,* 482 U.S. 451, 458, 107 S.Ct. 2502, 96 L.Ed.2d 398 (1987) ("Only a statute that is substantially overbroad may be invalidated on its face." (citing *New York v. Ferber,* 458 U.S. 747, 769, 102 S.Ct. 3348, 73 L.Ed.2d 1113 (1982); *Broadrick v. Oklahoma,* 413 U.S. 601, 93 S.Ct. 2908, 37 L.Ed.2d 830 (1973))). Instead of having to prove that *no* circumstances exist in which the enforcement of the statute would be constitutional, the plaintiff bears a lesser burden: "to demonstrate that a 'substantial number of instances exist in which the law cannot be applied constitutionally.' " *Glenn v. Holder,* 690 F.3d 417, 422 (6th Cir.2012) (quoting *Richland Bookmart, Inc. v. Knox Cnty.,* 555 F.3d 512, 532 (6th Cir.2009)). Thus, "[t]he First Amendment doctrine of overbreadth is an exception to [the] normal rule regarding the standards for facial challenges." *Virginia v. Hicks,* 539 U.S. 113, 118, 123 S.Ct. 2191, 156 L.Ed.2d 148 (2003) (citing *Members of City Council of Los Angeles v. Taxpayers for Vincent,* 466 U.S. 789, 796, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984)).

[7] [8] [9] And in a facial challenge, a plaintiff must show substantial overbreadth: that the statute prohibits " 'a substantial amount of protected speech both in an absolute sense and relative to [the statute's] plainly legitimate sweep[.]' " *Carey v. Wolnitzek,* 614 F.3d 189, 208 (6th Cir.2010) (quoting *Connection Distrib. Co.,* 557 F.3d at 336). We have acknowledged that "[T]he concept of 'substantial overbreadth' " has "some elusive qualities[.]" *Connection Distrib. Co.,* 557 F.3d at 340; *see also Taxpayers for Vincent,* 466 U.S. at 800, 104 S.Ct. 2118 ("[t]he concept of ***873** 'substantial overbreadth' is not readily reduced to an exact definition."). But the doctrine of substantial overbreadth "involves an inquiry into the 'absolute' nature of a law's suppression of speech." *Connection Distrib. Co.,* 557 F.3d at 340. A facial challenge based on substantial overbreadth "describe[s] a challenge to a statute that in all its applications directly restricts protected First Amendment activity and does not employ means narrowly tailored to serve a compelling governmental interest." *Sec'y of State of Md. v. Joseph H. Munson Co., Inc.,* 467 U.S. 947, 966 n. 13, 104 S.Ct. 2839, 81 L.Ed.2d 786 (1984) (citing *Vill. of Schaumburg v. Citizens for a Better Env't,* 444 U.S. 620, 637–639, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980) (rest of citation omitted)). As the Supreme Court has explained, the point of an overbreadth challenge "is that there is no reason to limit challenges to case-by-case 'as applied' challenges when the statute on its face and therefore in all its applications falls short of constitutional demands." *Joseph H. Munson Co., Inc.,* 467 U.S. at 966 n. 13, 104 S.Ct. 2839. If we determine that a statute is substantially overbroad, we have necessarily determined that there is " 'a realistic danger that the statute itself will significantly compromise recognized First Amendment protections of parties not before the Court.' " *N.Y. State Club Ass'n v. City of N. Y.,* 487 U.S. 1, 11, 108 S.Ct. 2225, 101 L.Ed.2d 1 (1988) (quoting *Taxpayers for Vincent,* 466 U.S. at 801, 104 S.Ct. 2118). To succeed in an overbreadth challenge, therefore, a plaintiff must "demonstrate from the text of [the statute] and from actual fact that a substantial number of instances exist in which the [statute] cannot be applied constitutionally." *N.Y. State Club,* 487 U.S. at 14, 108 S.Ct. 2225.

[10] [11] [12] So the first step in reviewing a facial challenge to a law's overbreadth requires us " 'to determine whether the enactment reaches a substantial amount of constitutionally protected conduct.' " *City of Houston,* 482 U.S. at 458–59, 107 S.Ct. 2502 (quoting *Vill. of Hoffman Estates,* 455 U.S. at 494, 102 S.Ct. 1186; *Kolender v. Lawson,* 461 U.S. 352, 359 n. 8, 103 S.Ct. 1855, 75 L.Ed.2d 903 (1983)). If the law does not reach a substantial amount of constitutionally protected conduct, "then the overbreadth challenge must fail." *Vill. of Hoffman Estates,* 455 U.S. at 494, 102 S.Ct. 1186. In other words, the "first step in overbreadth analysis is to construe the challenged statute; it is impossible to determine whether a statute reaches too far without first knowing what the statute covers." *Williams,* 553 U.S. at 293, 128 S.Ct. 1830. We must scrutinize "[c]riminal statutes ... with particular care[.]" *City of Houston,* 482 U.S. at 459, 107 S.Ct. 2502 (citing *Winters v. New York,* 333 U.S. 507, 515, 68 S.Ct. 665, 92 L.Ed. 840 (1948)). Here, then, we must first determine whether the Michigan statute reaches a substantial amount of constitutionally protected conduct or speech. And, because it is a criminal statute, we must scrutinize the statute with particular care.

[13] On appeal, Attorney General Schuette argues that the anti-begging statute does not reach any conduct or speech that the First Amendment protects. But begging, by its very definition, encapsulates the solicitation for alms. Although neither the anti-begging section of the statute, nor another section of the statute, defines "begging," according to Michigan law, "[w]hen a statute fails to define a term, we will construe it 'according to its common and approved usage....' " *Jennings v. Southwood,* 446 Mich. 125, 521 N.W.2d 230, 237 (1994) (quoting *State ex rel. Wayne Cnty. Prosecuting v. Levenburg,* 406 Mich. 455, 280 N.W.2d 810, 812 (1979), *abrogated on other grounds by Michigan ex rel. County Prosecutor v. Bennis,* 447 Mich. 719, 527 N.W.2d 483

(1994)). Michigan law further provides ***874** that "resort[ing] to the standard dictionary definition is an appropriate means of determining [a term's] common and approved usage." *Shinkle v. Shinkle,* 255 Mich.App. 221, 663 N.W.2d 481, 485 (2003) (citing *Horace v.Pontiac,* 456 Mich. 744, 575 N.W.2d 762, 767 (1998)). Here, Attorney General Schuette resorted to a dictionary definition of begging in his opening brief, defining begging as "soliciting alms." The New American Heritage Dictionary 119 (5th ed.1976). We see no reason not to use, for the purposes of this appeal, this commonsense definition of begging as "soliciting alms."

While the United States Supreme Court has not, as Michigan correctly points out in its briefs, directly decided the question of whether the First Amendment protects soliciting alms when done by an individual, the Court has held—repeatedly—that the First Amendment protects charitable solicitation performed by organizations.

In *Village of Schaumburg v. Citizens for a Better Environment,* 444 U.S. 620, 622, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980), the Court addressed the validity, under the First and Fourteenth Amendments, of a municipal ordinance that prohibited charitable organizations from soliciting contributions unless they used at least seventy-five percent of their receipts for what the ordinance defined as charitable purposes. The plaintiffs challenged "the facial validity of the village ordinance on First Amendment grounds," *id.* at 627, 100 S.Ct. 826, and the Court affirmed the Seventh Circuit's upholding of the district court's "judgment of facial invalidity" of the ordinance. *Id.* at 634, 100 S.Ct. 826.

After summarizing its relevant cases, the Court held that its "[p]rior authorities, therefore, clearly establish that charitable appeals for funds, on the street or door to door, involve a variety of speech interests—communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes—that are within the protection of the First Amendment." *Id.* at 632, 100 S.Ct. 826.

The Court has repeatedly reaffirmed *Schaumburg*'s holding that the First Amendment protects charitable solicitation. In 1984, the Court observed that *Schaumburg* had determined that "charitable solicitations are so intertwined with speech that they are entitled to the protection of the First Amendment." *Joseph H. Munson Co.,* 467 U.S. at 959, 104 S.Ct. 2839. Then, in 1988, the Court reiterated that *Schaumburg* and *Munson,* "teach that the solicitation of charitable contributions is protected speech[.]" *Riley v. Nat'l Fed'n of the Blind of N.C., Inc.,* 487 U.S. 781, 789, 108 S.Ct. 2667, 101 L.Ed.2d 669 (1988). In 1990, in *United States v. Kokinda,* 497 U.S. 720, 110 S.Ct. 3115, 111 L.Ed.2d 571 (1990) (plurality opinion), while the Court held constitutional, as applied, a United States Postal Service regulation prohibiting the solicitation of alms and contributions on postal premises, the Court also stated that "[s]olicitation is a recognized form of speech protected by the First Amendment." *Kokinda,* 497 U.S. at 725, 110 S.Ct. 3115 (citing *Schaumburg,* 444 U.S. at 629, 100 S.Ct. 826; *Riley,* 487 U.S. at 788–789, 108 S.Ct. 2667). Thus, the First Amendment protects charitable solicitation performed by organizations. But does the First Amendment protect the solicitation of alms when performed by an individual not affiliated with a group? We hold that it does.

We find persuasive the Seventh Circuit's reasoning in *Gresham v. Peterson,* 225 F.3d 899 (7th Cir.2000), in which a plaintiff mounted an as-applied challenge, on First Amendment grounds, to an Indianapolis ordinance that prohibited soliciting in public places. The Seventh Circuit acknowledged that "the Supreme Court has not resolved directly the constitutional limitations ***875** on [panhandling laws] as they apply to individual beggars," but noted that the Court "has provided clear direction on how they apply to organized charities, not-for-profits, and political groups." *Gresham,* 225 F.3d at 903 (citing *Riley,* 487 U.S. at 789, 108 S.Ct. 2667; *Joseph H. Munson Co.,* 467 U.S. at 959–60, 104 S.Ct. 2839; *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826).

We agree with the Seventh Circuit's reasoning that "*Schaumburg* provides the appropriate standard to analyze" whether the First Amendment protects begging. *Gresham,* 225 F.3d at 904–05. *Gresham* analogized panhandlers to the charity in *Schaumburg,* saying that "[l]ike the organized charities, [the panhandlers'] messages cannot always be easily separated from their need for money." *Id.* at 904. The *Gresham* panel concluded by saying that "[w]hile some communities might wish for all solicitors, beggars and advocates of various causes be vanished from the streets, the First Amendment guarantees their right to be there, deliver their pitch and ask for support." *Id.* (citing *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826). We further agree with *Gresham*'s observation that "[i]ndeed, the Court's analysis in *Schaumburg* suggests little reason to distinguish between beggars and charities in terms of the First Amendment protection for their speech." *Id.*

Our sister circuits—the Second, Eleventh, and Fourth Circuits—in cases decided before and after *Gresham,* have similarly held that begging is a type of solicitation protected by the First Amendment. We find these cases to

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be persuasive authority, as well, for our holding that begging is a form of solicitation that the First Amendment protects.

The Second Circuit, in *Loper v. New York City Police Department,* 999 F.2d 699, 706 (2d Cir.1993), affirmed the district court's judgment that had declared unconstitutional, on First Amendment grounds, a state statute which stated that "[a] person is guilty of loitering when he: 1.[l]oiters, remains or wanders about in a public place for the purpose of begging...." N.Y. Penal Law § 240.35(1) (McKinney 1989). *Loper,* like *Gresham,* relied on *Schaumburg*'s holding that " 'charitable appeals for funds, on the street or door to door, involve a variety of speech interests—communication of information, the dissemination and propagation of view and ideas, and the advocacy of causes—that are within the protection of the First Amendment.' " *Loper,* 999 F.2d at 704 (quoting *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826). *Loper* explained that "[i]nherent in all the charitable solicitation cases revolving around the First Amendment is the concept that '[c]anvassers in such contexts are necessarily more than solicitors for money.' " *Id.* (quoting *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826). The *Loper* panel explained that "[b]egging frequently is accompanied by speech indicating the need for food, shelter, clothing, medical care or transportation." *Loper,* 999 F.2d at 704. It concluded that[,] "in regard to the message conveyed," it saw "little difference between those who solicit for organized charities and those who solicit for themselves[,]" because those who solicit for organized charities "are communicating the needs of others[,]" while those who solicit for themselves "are communicating their personal needs." *Id.* According to the *Loper* panel, "[b]oth solicit the charity of others. The distinction is not a significant one for First Amendment purposes." *Id.* (citation omitted).

The Eleventh Circuit, in *Smith v. City of Fort Lauderdale, Fla.,* 177 F.3d 954, 955 (11th Cir.1999), held that a city's regulation proscribing begging on a certain five-mile strip of beach and two attendant sidewalks was narrowly tailored to serve the city's legitimate interests. But the court ***876** began its analysis by stating that "[l]ike other charitable solicitation, begging is speech entitled to First Amendment protection." *Id.* at 956 (footnote omitted) (citing, *Loper* 999 F.2d 699 at 704; *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826).

This year, the Fourth Circuit, in *Clatterbuck v. City of Charlottesville,* 708 F.3d 549, 551 (4th Cir.2013), addressed the question of whether a municipal ordinance, that prohibited people from soliciting immediate donations in two streets near a downtown shopping area, unconstitutionally restricted the free speech of individuals who regularly begged there. The court noted, "[a]s a preliminary matter," that "the speech and expressive conduct that comprise begging merit First Amendment protection." *Id.* at 553. The court observed that the United States Supreme Court has "held that the solicitation of 'charitable contributions' is protected speech." *Id.* (quoting *Riley,* 487 U.S. at 789, 108 S.Ct. 2667). The court also observed that several other United States Courts of Appeals had "extended that holding to begging, which is simply solicitation on behalf of the speaker." *Id.* (citing *Smith* 177 F.3d at 956; *Loper,* 999 F.2d at 704). The court concluded by stating "[w]e agree that begging is communicative activity within the protection of the First Amendment." *Id.*

Michigan relies on several authorities to argue that the First Amendment does not protect begging, or soliciting alms—but we find not one of these authorities persuasive. First, Michigan cites Part II of Justice Kennedy's concurrence in *International Society for Krishna Consciousness, Inc. v. Lee,* 505 U.S. 672, 703, 112 S.Ct. 2701, 120 L.Ed.2d 541 (1992) (plurality opinion). In Part II of his concurrence, Justice Kennedy stated that he was "in full agreement with the statement of the Court that solicitation is a form of protected speech." *Lee,* 505 U.S. at 704, 112 S.Ct. 2701 (citing *Riley,* 487 U.S. at 788–89, 108 S.Ct. 2667; *Schaumburg,* 444 U.S. at 629, 100 S.Ct. 826) (rest of citation omitted). But Justice Kennedy argued that an airport regulation that prohibited solicitation for the immediate payment of funds did not violate the First Amendment because the regulation "reache[d] only personal solicitations for immediate payment of money." *Lee,* 505 U.S. at 704, 112 S.Ct. 2701. Justice Kennedy hypothesized that, had the regulation "prohibited all speech that requested the contribution of funds," then he "would [have] conclude[d] that it was a direct, content-based restriction of speech in clear violation of the First Amendment." *Id.* But, Justice Kennedy wrote, the "regulation d[id] not prohibit all solicitation[;]" rather, "it prohibit[ed] the 'solicitation and receipt of funds.' " *Id.* Justice Kennedy characterized the restriction as "directed only at the physical exchange of money, which is an element of conduct interwoven with otherwise expressive solicitation." *Id.* at 705, 112 S.Ct. 2701.

We decline to follow the reasoning in Part II of Justice Kennedy's concurrence in *Lee* for three reasons. First, to the extent that Part II of Justice Kennedy's concurrence argues that the "physical exchange of money" may be isolated from the act of solicitation, it runs contrary to *Schaumburg*'s holding that solicitation of charitable donations is "characteristically intertwined with

informative and perhaps persuasive speech[.]" *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826. *Schaumburg* does not suggest that the physical exchange of money may be isolated; it is "intertwined" with speech that the First Amendment protects. Second, Part II of Justice Kennedy's concurrence is not *Lee*'s holding. And third, Justice Kennedy wrote Part II without another Justice joining him.

***877** Michigan also cites the Second Circuit's decision in *Young v. New York City Transit Authority,* 903 F.2d 146 (2d Cir.1990), as authority for the proposition that the First Amendment does not protect begging. *Young* initially framed the issue as "whether the prohibition of begging and panhandling in the New York City subway system violate[d] the First Amendment of the United States Constitution." *Young,* 903 F.2d at 147 (footnote omitted). The regulation provided that " 'no person, unless duly authorized ... shall upon any facility or conveyance ... solicit alms, subscription or contribution for any purpose.' " *Id.* at 148 (quoting N.Y. Comp.Codes R. & Regs. tit. 21, § 1050.6(b) (1989)). The Second Circuit opined that "[c]ommon sense" dictates that "begging is much more 'conduct' than it is 'speech.' " *Id.* at 153. Therefore, the court reframed the issue as "whether begging constitutes the kind of 'expressive conduct' protected to some extent by the First Amendment." *Id.*

Young read *Schaumburg*'s holding to be limited to appeals by organized charities; only these solicitations involve a variety of speech interests including communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes. *Id.* at 155. *Young* asserted that "neither *Schaumburg* nor its progeny stand for the proposition that begging and panhandling are protected speech under the First Amendment." *Id.* Rather, the court said, *Schaumburg, Munson* and *Riley* "hold that there is a sufficient nexus between solicitation by organized charities and a 'variety of speech interests' to invoke protection under the First Amendment." *Id. Young* displayed the panel's distaste for begging, writing that "[w]hile organized charities serve community interests by enhancing communication and disseminating ideas, the conduct of begging and panhandling in the subway amounts to nothing less than a menace to the common good." *Young,* 903 F.2d at 156 (citing *Taxpayers for Vincent,* 466 U.S. at 805, 104 S.Ct. 2118).

We decline to follow the *Young* majority's reasoning. We find more persuasive *Young*'s dissent, which held that there is no "legally justifiable distinction" between "begging for one's self and solicitation by organized charities." *Young,* 903 F.2d at 164 (Meskill, J., dissenting). The dissent read *Schaumburg*—as we do—as holding that "charitable solicitation is protected because it 'is characteristically intertwined with ... speech seeking support for particular causes or for particular views on economic, political, or social issues.' " *Id.* at 165 (quoting *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826). We agree with the dissent's statement that *Schaumburg* "held that First Amendment protection attaches to all charitable solicitation, whether or not any speech incident to the solicitation actually takes place, because a sufficient nexus exists between a charity's expression of ideas and its fundraising." *Id.* We further agree with the dissent's conclusion that "if First Amendment protection extends to charitable solicitation unaccompanied by speech, as it apparently does, it must extend to begging as well." *Id.* And we agree that "begging is indistinguishable from charitable solicitation for First Amendment purposes. To hold otherwise would mean that an individual's plight is worthy of less protection in the eyes of the law than the interests addressed by an organized group." *Id.* at 167.

Moreover, *Loper* overruled *Young*'s holding that begging is not conduct that communicates. *Loper* stated that "[w]hile we indicated in *Young* that begging does not always involve the transmission of a particularized social or political message, *see Young,* 903 F.2d at 153, it seems certain that it usually involves some communication ***878** of that nature." *Loper,* 999 F.2d at 704.

[14] Based on the foregoing discussion, we hold that begging, or the soliciting of alms, is a form of solicitation that the First Amendment protects.

[15] [16] We now consider whether Michigan's anti-begging statute is substantially overbroad. We will not apply the " 'strong medicine' of overbreadth analysis where the parties fail to describe the instances of arguable overbreadth of the contested law." *Wash. State Grange v. Wash. State Republican Party,* 552 U.S. 442, 450 n. 6, 128 S.Ct. 1184, 170 L.Ed.2d 151 (2008) (citing *N.Y. State Club,* 487 U.S. at 14, 108 S.Ct. 2225). The plaintiff bears " 'the burden of demonstrating ... substantial overbreadth.' " *Connection Distrib. Co.,* 557 F.3d at 336 (quoting *Hicks,* 539 U.S. 113, 122, 123 S.Ct. 2191 (2003)). A plaintiff " 'must demonstrate from the text of the statute and from actual fact that a substantial number of instances exist in which the law cannot be applied constitutionally.' " *United States v. Coss,* 677 F.3d 278, 289 (6th Cir.2012) (quoting *Am. Booksellers Found. for Free Expression v. Strickland,* 601 F.3d 622, 627 (6th Cir.2010)). A plaintiff may not "leverag[e] a few alleged unconstitutional applications of the statute into a ruling invalidating the law in all of its applications." *Connection*

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Distrib. Co., 557 F.3d at 340. Sometimes plaintiffs have difficulty bearing this burden. For example, in one case we said that the record was " 'utterly barren about whether some, many, indeed any, [other people] [were] affected by ... application of the statute.' " *Glenn,* 690 F.3d at 422 (quoting *Connection Distrib. Co.,* 557 F.3d at 338–39). We do not have that problem here.

[17] The record shows that the statute reaches a substantial amount of begging, which we have held that the First Amendment protects because it is a form of solicitation. Instead of a few instances of alleged unconstitutional applications, we have hundreds. The Grand Rapids Police Department produced four hundred nine incident reports related to its enforcement of the anti-begging statute. Thirty-eight percent of the people that the police stopped were holding signs requesting help, containing messages like "Homeless and Hungry: Need Work," "Homeless Please Help God Bless," "Lost My Job Need Help," and "Homeless and Hungry Vet." The other sixty-two percent of the stops (two hundred fifty-five instances) involved people verbally soliciting charity. In forty-three percent of the cases, the police immediately arrested the people who were begging. In two hundred eleven cases, people convicted of begging were sentenced directly to jail time. The record in this case bolsters our "judicial prediction" that "the statute's very existence may cause others not before the court to refrain from constitutionally protected speech or expression." *Broadrick,* 413 U.S. at 612, 93 S.Ct. 2908.

Thus, sustaining the facial challenge in this case is appropriate because the risk exists that, if left on the books, the statute would chill a substantial amount of activity protected by the First Amendment. We must provide "this expansive remedy" because "the threat of enforcement of an overbroad law may deter or 'chill' constitutionally protected speech"—especially where, as here, "the overbroad statute imposes criminal sanctions." *Hicks,* 539 U.S. at 119, 123 S.Ct. 2191 (citing *Schaumburg,* 444 U.S. at 634, 100 S.Ct. 826; *Bates v. State Bar of Ariz.,* 433 U.S. 350, 380, 97 S.Ct. 2691, 53 L.Ed.2d 810 (1977); *NAACP v. Button,* 371 U.S. 415, 433, 83 S.Ct. 328, 9 L.Ed.2d 405 (1963)). The reason for this is that "free expression may be inhibited almost as easily by the potential or threatened use of power as by the actual exercise of that power." *N.Y.* ***879** *State Club,* 487 U.S. at 11, 108 S.Ct. 2225 (citing *Thornhill v. Alabama,* 310 U.S. 88, 97–98, 60 S.Ct. 736, 84 L.Ed. 1093 (1940)). We are concerned that "[m]any persons, rather than undertake the considerable burden (and sometimes risk) of vindicating their rights through case-by-case litigation, will choose simply to abstain from protected speech, harming not only themselves but society as a whole, which is deprived of an uninhibited marketplace of ideas." *Hicks,* 539 U.S. at 119, 123 S.Ct. 2191 (citation omitted). Thus "[o]verbreadth adjudication, by suspending *all* enforcement of an overinclusive law, reduces these social costs caused by the withholding of protected speech." *Id.* As long as "the statute remains available to the State the threat of prosecutions of protected expression is a real and substantial one." *Dombrowski v. Pfister,* 380 U.S. 479, 494, 85 S.Ct. 1116, 14 L.Ed.2d 22 (1965).

[18] But "[f]acial overbreadth has not been invoked when a limiting construction has been or could be placed on the challenged statute." *Broadrick,* 413 U.S. at 613, 93 S.Ct. 2908 (citing *Dombrowski,* 380 U.S. at 491, 85 S.Ct. 1116; *Cox v. New Hampshire,* 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941); *United States v. Thirty–Seven Photographs,* 402 U.S. 363, 91 S.Ct. 1400, 28 L.Ed.2d 822 (1971); *Breard v. Alexandria,* 341 U.S. 622, 71 S.Ct. 920, 95 L.Ed. 1233 (1951)). Therefore, we must consider any limiting construction of the statute that Michigan can present. *Vill. of Hoffman Estates,* 455 U.S. at 495 n. 5, 102 S.Ct. 1186 ("[i]n evaluating a facial challenge to a state law, a federal court must, of course, consider any limiting construction that a state court or enforcement agency has proffered.") (citing *Grayned v. City of Rockford,* 408 U.S. 104, 110, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972)). We need not consider a limiting construction, however, if the statute "is not 'fairly subject to an interpretation which will render unnecessary or substantially modify the federal constitutional question.' " *Bd. of Airport Comm'rs v. Jews for Jesus, Inc.,* 482 U.S. 569, 575, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987) (quoting *Harman v. Forssenius,* 380 U.S. 528, 535, 85 S.Ct. 1177, 14 L.Ed.2d 50 (1965)).

[19] Here, we cannot read the statute to limit its constitutional effect. The statute simply bans an entire category of activity that the First Amendment protects.

We acknowledge that the statute serves "a sufficiently strong, subordinating interest that [Michigan] is entitled to protect." *Schaumburg,* 444 U.S. at 636, 100 S.Ct. 826. Here, Attorney General Schuette argues that Michigan's interest is in preventing fraud. He argues that not all those who beg are homeless and destitute, nor do all those who beg use the funds they receive from begging to meet basic needs. Instead, those who beg often spend that money on alcohol. The record contains an affidavit of an executive director of an agency that works with the homeless as saying that "the great majority of people panhandling for money are using the money for alcohol and drugs." Furthermore, panhandlers who display signs saying that they are homeless often are not. Rather, they use the signs

"to elicit sympathy and money, often to feed a drug or alcohol problem." Even the United States Department of Justice has recognized "[t]his potential for fraud" and has put out a publication on panhandling which states that "some panhandlers pretend to be disabled and/or war veterans," and that the panhandlers' "primary purpose is to immediately buy alcohol or drugs." Attorney General Schuette also argues that the ordinance prevents duress.

We agree with Attorney General Schuette that the prevention of fraud and duress are substantial state interests. In *Schaumburg,* the Village argued that its ordinance was intimately related to the ***880** substantial governmental interests in protecting the public from fraud, crime, and undue annoyance. *Schaumburg,* 444 U.S. at 636, 100 S.Ct. 826. The Court noted that, like here, "[p]revention of fraud [was] the Village's principal justification" for the ordinance. *Id.* The Court declared that, while these interests were substantial, they were "only peripherally promoted" by the ordinance and "could be sufficiently served by measures less destructive of First Amendment interests." *Id.* The Court said, "[t]he Village's legitimate interest in preventing fraud can be better served by measures less intrusive than a direct prohibition on solicitation." *Id.*

[20] [21] [22] [23] Michigan's interest in preventing fraud can be better served by a statute that, instead of directly prohibiting begging, is more narrowly tailored to the specific conduct, such as fraud, that Michigan seeks to prohibit. Indeed, " '[b]ecause First Amendment freedoms need breathing space to survive,' " a state " 'may regulate in the area only with narrow specificity.' " *Gooding v. Wilson,* 405 U.S. 518, 522, 92 S.Ct. 1103, 31 L.Ed.2d 408 (1972) (quoting *Button,* 371 U.S. at 433, 83 S.Ct. 328). A state must carefully craft the statute "to punish only unprotected speech and not be susceptible of application to protected expression." *Gooding,* 405 U.S. at 522, 92 S.Ct. 1103. As the Supreme Court has warned, "statutes attempting to restrict or burden the exercise of First Amendment rights must be narrowly drawn and represent a considered legislative judgment that a particular mode of expression has to give way to other compelling needs of society." *Broadrick,* 413 U.S. at 611–12, 93 S.Ct. 2908 (citations omitted). Where, as here, "the statute unquestionably attaches sanctions to protected conduct, the likelihood that the statute will deter that conduct is ordinarily sufficiently great to justify an overbreadth attack." *Taxpayers for Vincent,* 466 U.S. at 800 n. 19, 104 S.Ct. 2118 (citing *Erznoznik v. City of Jacksonville,* 422 U.S. 205, 217, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975)). Michigan may regulate begging. As the Supreme Court has said, "[s]oliciting financial support is undoubtedly subject to reasonable regulation [.]" *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826. But Michigan must regulate begging "with due regard for the reality that solicitation is characteristically intertwined with informative and perhaps persuasive speech seeking support for particular causes or for particular views on economic, political, or social issues[.]" *Id.*

Because the anti-begging ordinance violates the First Amendment in banning a substantial amount of activity that the First Amendment protects, we **AFFIRM** the district court's judgment. We need not, and so do not, consider whether the ordinance violates the Fourteenth Amendment.

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