

**DELHI CHARTER TOWNSHIP
COMMITTEE OF THE WHOLE MEETING HELD ON MAY 6 2014**

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

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

Members Absent: Treasurer Roy Sweet

BUSINESS

DEPARTMENT OF PUBLIC SERVICES – APRIL ACTIVITY REPORT

The Board reviewed the Department of Public Services April Activity Report (ATTACHMENT I).

Sandra Diorka, Director of the Department of Public Services, stated that the 50/50 tree program will be offered in the fall. The Township participated in the Earth Day event hosted by the Michigan Department of Environment Quality and the Children’s Water Festival sponsored by Tri-County Regional Planning. The POTW annual open house will be held on Saturday, May 10, 2014.

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES, C2AE – ADA TRANSITION PLAN STUDY

The Board reviewed a memorandum dated May 1, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT II).

Tracy Miller, Director of Community Development, stated that the Township is required to develop an ADA Transition Plan (ADATP) for existing sidewalk curb ramps located within the public right-of-way throughout the community.

The ADATP first must identify curb ramps within the Township that don’t meet ADA specifications. The Township must then describe the methods it will use to make corrections to those ramps. The ADATP must also specify a schedule for physically undertaking these improvements.

C2AE has submitted a proposal that includes developing the ADATP and conducting the necessary inventory of sidewalk ramps. It also includes developing cost estimates based on the schedule for making the repairs. C2AE proposes to use mobile LiDAR to obtain the survey data for the necessary sidewalk ramps.

C2AE’s proposal includes two different options. The first option includes the LiDAR capture of data only on those roads in the Township where there is existing sidewalk, approximately 60 miles of roads. The proposed cost of this option is \$38,950. The second option includes the capture of data for all public roads within the Township, including approximately 99 additional miles of roadway that do not have adjacent sidewalks. The proposed cost for this option is \$58,050.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
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Ms. Miller stated that though it's not certain that the additional data provided in the second option will be highly useful; it appears likely that it will end up paying for itself over the next couple of years. This is based on the fact that survey work associated with even one project, such as a sidewalk along the north side of Holt Road or a trail along a roadway, represents a significant expense.

Twp. Mgr. Elsinga stated that along with the Holt Road sidewalk project, various other road projects, including the Cedar Street road project, will be taking place within the upcoming years where this data would be useful. The Township could provide this data as an in-kind service to the projects.

GREEN #4 CONSOLIDATED DRAIN DRAINAGE DISTRICT PROJECT SPECIAL ASSESSMENT ROLL

Pat Lindeman, Ingham County Drain Commissioner, stated that the Green Drain is in one of the oldest areas in Delhi Township and it currently does not comply with modern day development standards. Mr. Lindeman gave an overview of the process associated with the creation of the Green #4 Consolidation Drain Drainage District project.

Mr. Lindeman gave an overview of the construction project and stated his staff will be on the construction site at all times and his office will be accessible to the residents to answer any question they may have.

The Ingham County Drain Commissioner's Office will host an informational meeting on May 21, 2014 at 6:00 p.m. at the Sam Corey Senior Center.

PUBLIC COMMENT – None

ADJOURNMENT

Meeting adjourned at 7:23 p.m.

Date: May 20, 2014

Evan Hope, Township Clerk

Date: May 20, 2014

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

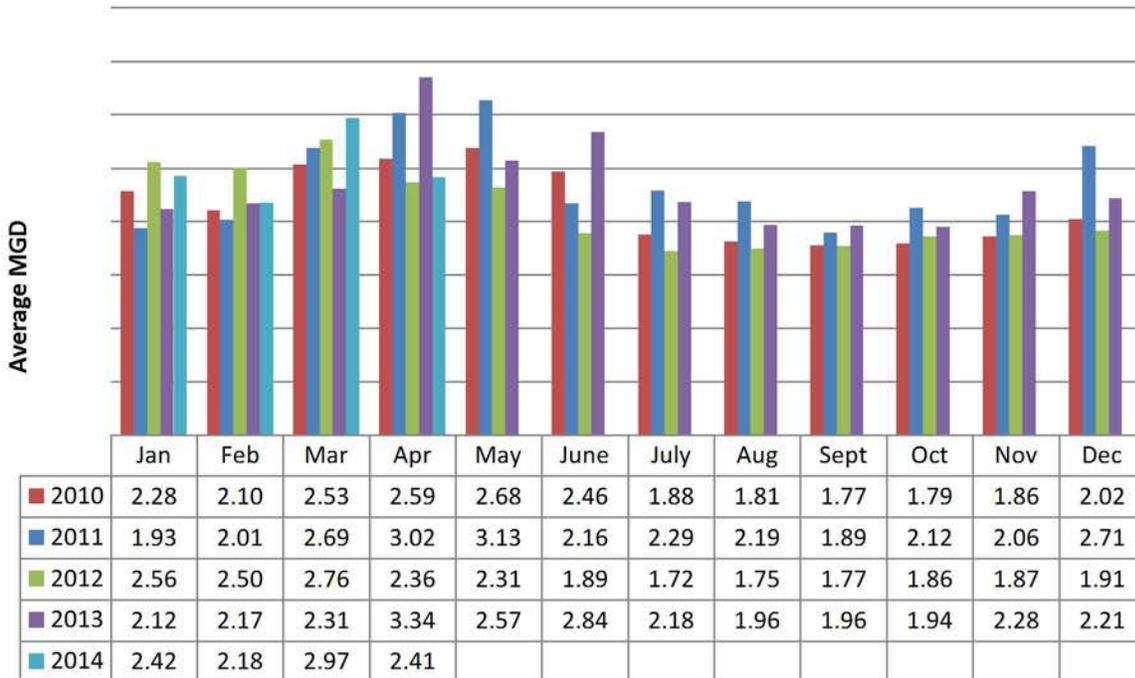


DEPARTMENT OF PUBLIC SERVICES

Monthly Report

April 2014

Flow Data – (Million Gallons per Day of water processed by the plant)



Laboratory Testing and Quality Control – Quality Assurance Program

Tests Run For		% Passing
Permit Compliance	237	
Process Control	1838	
Quality Control	86	94%
Check Samples	0	
DMRQA-Study 30 Proficiency	2	100%
Miscellaneous Sampling	161	
Totals	2324	97%

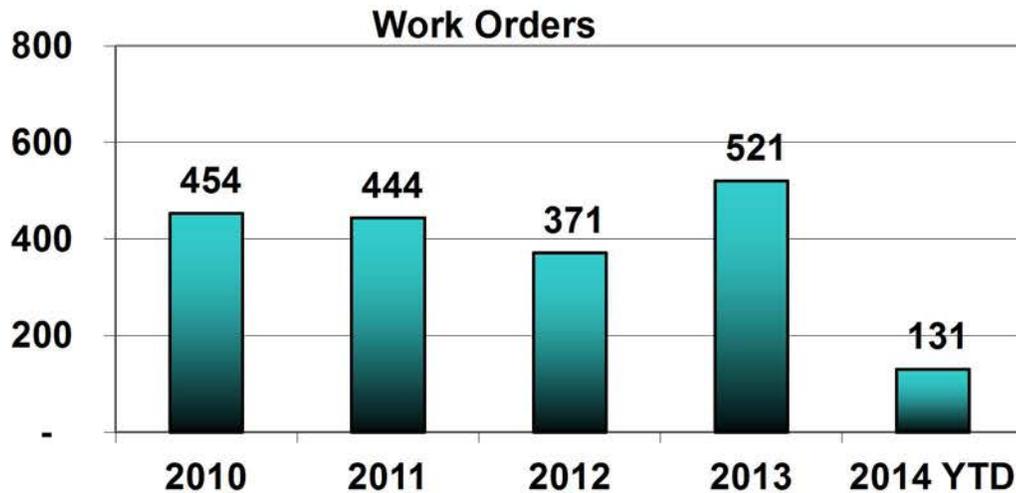
Training

Date	# of Employees Attended	Training Course Description
4/15-16/2014	2	2014 Michigan Safety Conference

Safety

April Safety Activities	Date	Description
Safety Meeting		
	4/4/2014	Mower safety training (Video)
	4/17/2014	Chipper safety training (Video)
Confined Space Entries		
	4/9/2014	West Primary Clarifier (Removed Wiper)
	4/11/2014	West Primary Clarifier (Installed Wiper)

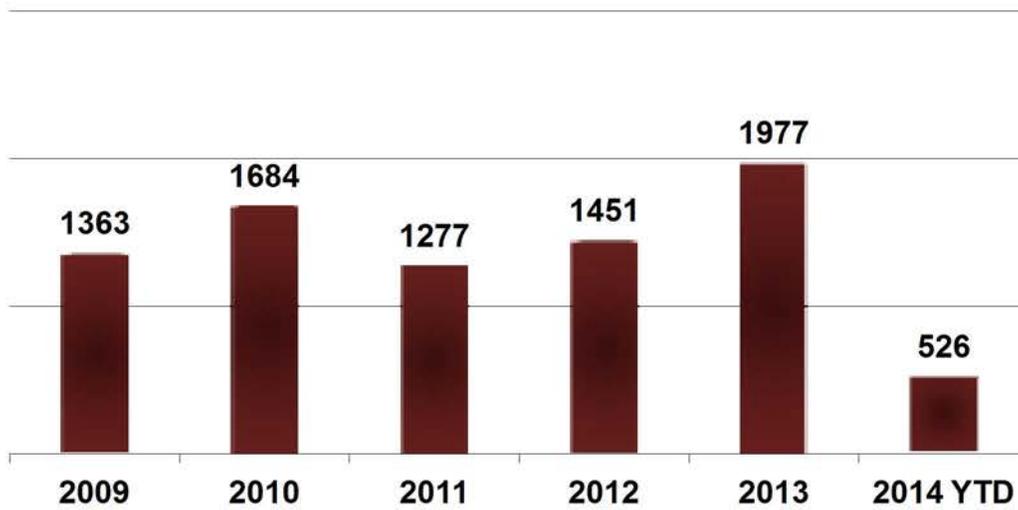
Maintenance



Note: Work order totals do not include monthly, weekly and daily preventive maintenance tasks. Below are highlights of some of the repairs performed.

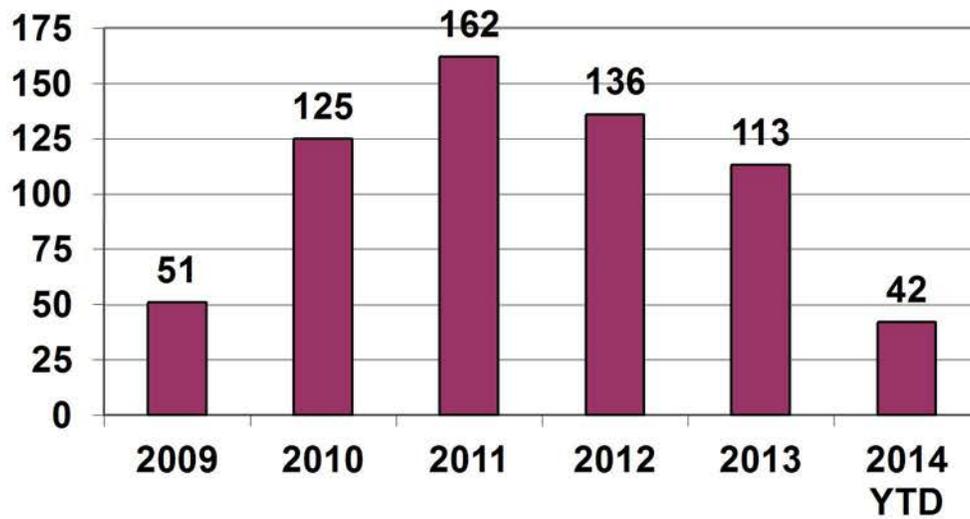
- Tilled the Pine Tree Road and Grovenburg Road community gardens
- Began streetsweeping township parking lots and roads to clear winter debris
- Performed site restoration along the sidewalk route where the Bobcat removed snow
- Removed, serviced and stored all winter snow equipment
- Removed shrub/bush from lot 602 at Maple Ridge cemetery
- Built nine (9) headstone foundations for the cemeteries
- Cleared township cemeteries of storm debris and rolled grounds in preparation for the mowing season
- Repaired lights at the Community Services Center
- Fabricated new side panels for the compactors at the POTW
- Repaired effluent sampler pump for Lagoon 3

Miss Digs Performed



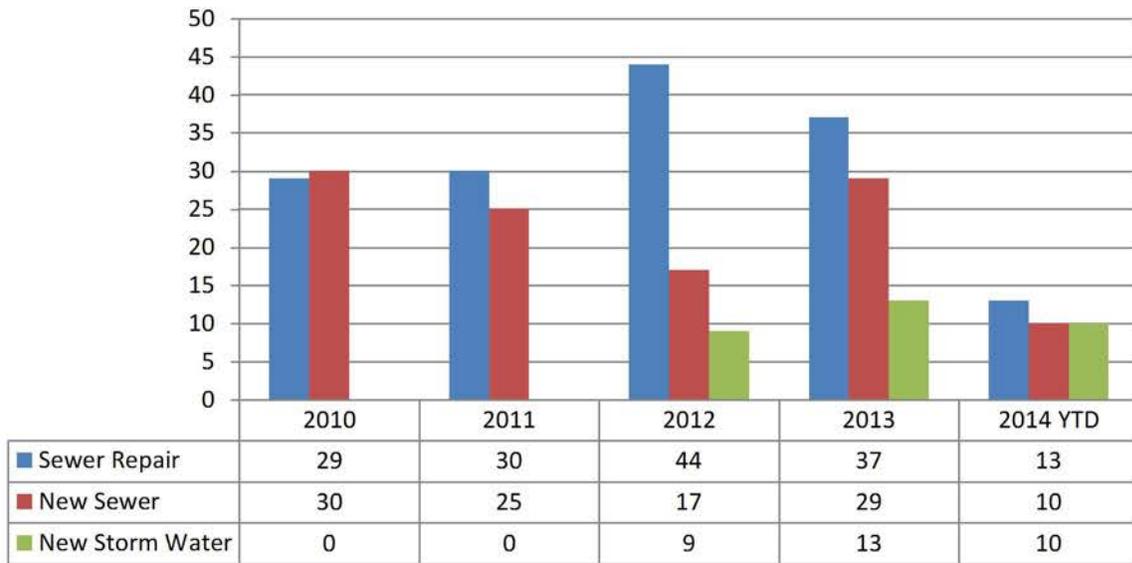
Unscheduled Service Calls

COMPLAINTS/CALL OUTS



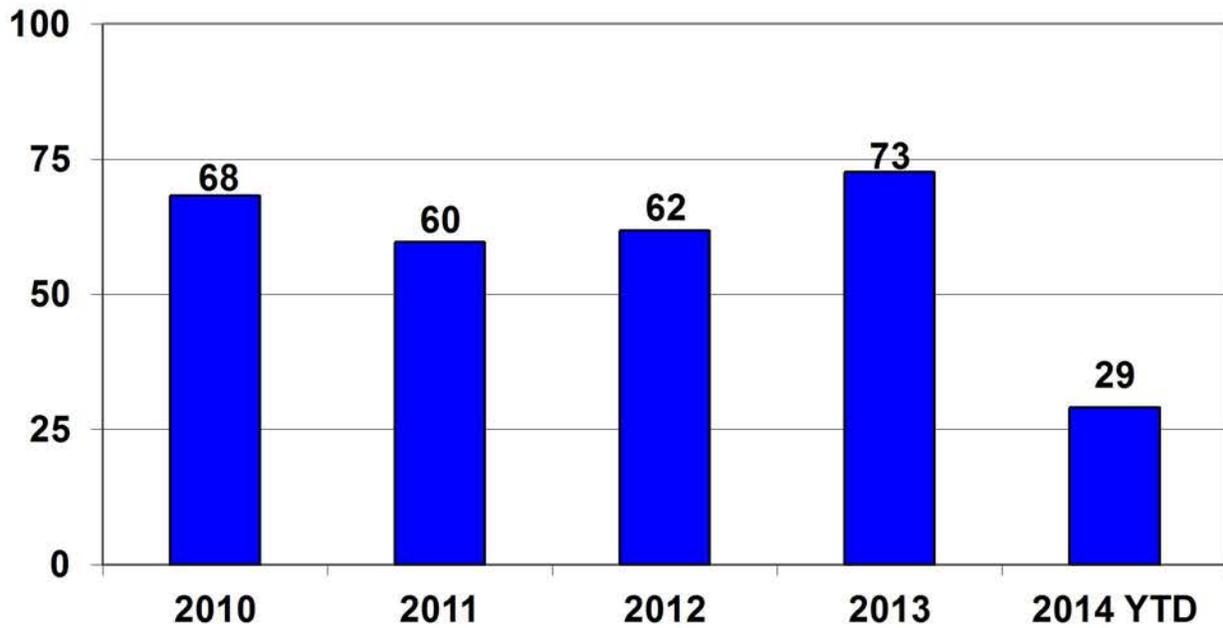
Sanitary Sewer Permits

Sanitary Sewer Permits Issued

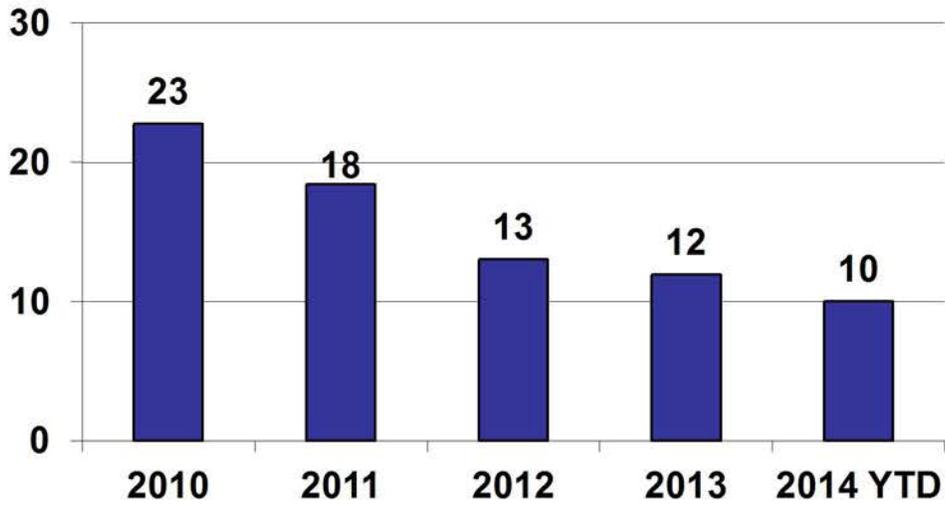


Note: Storm water permits were not issued prior to 2012

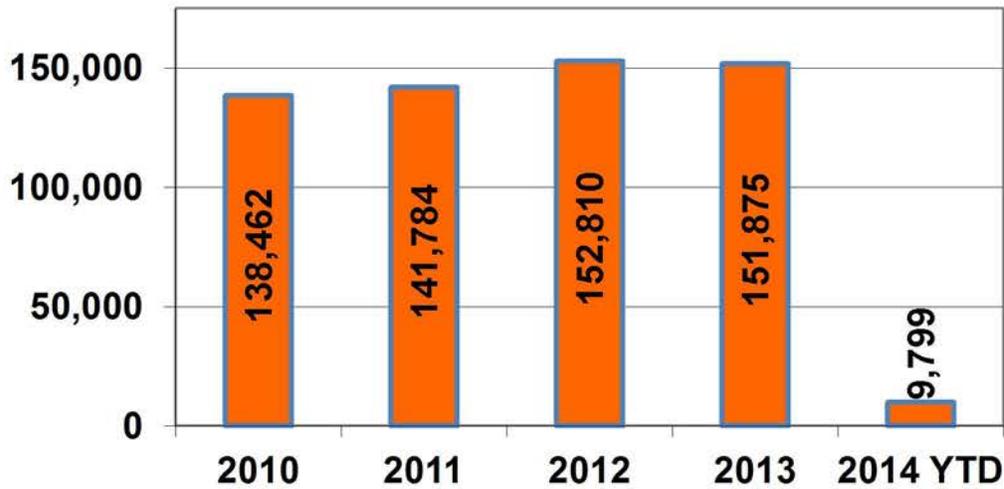
Sanitary Sewer Inspections Performed



Storm Sewer Inspections Performed

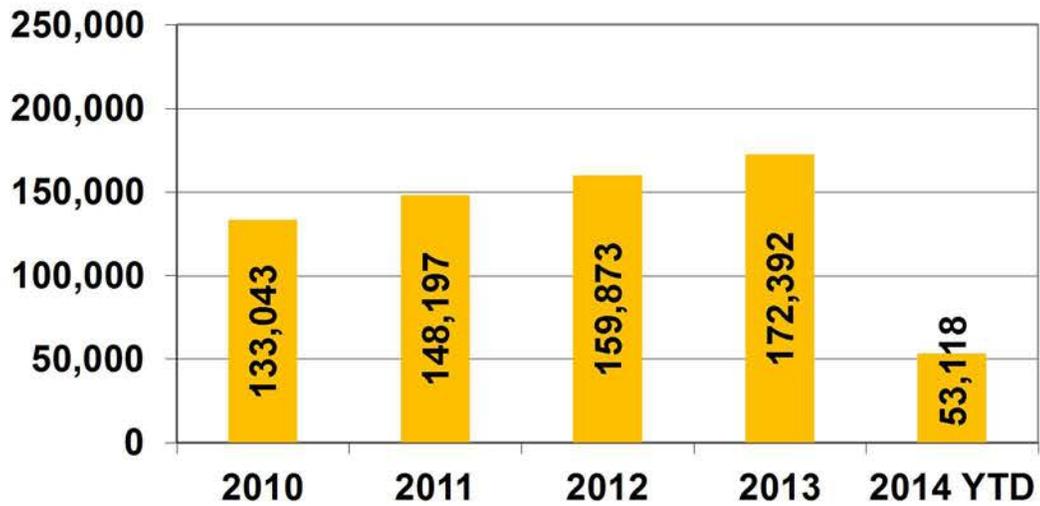


Feet of Sanitary Sewer Cleaned (Vector Truck Work)



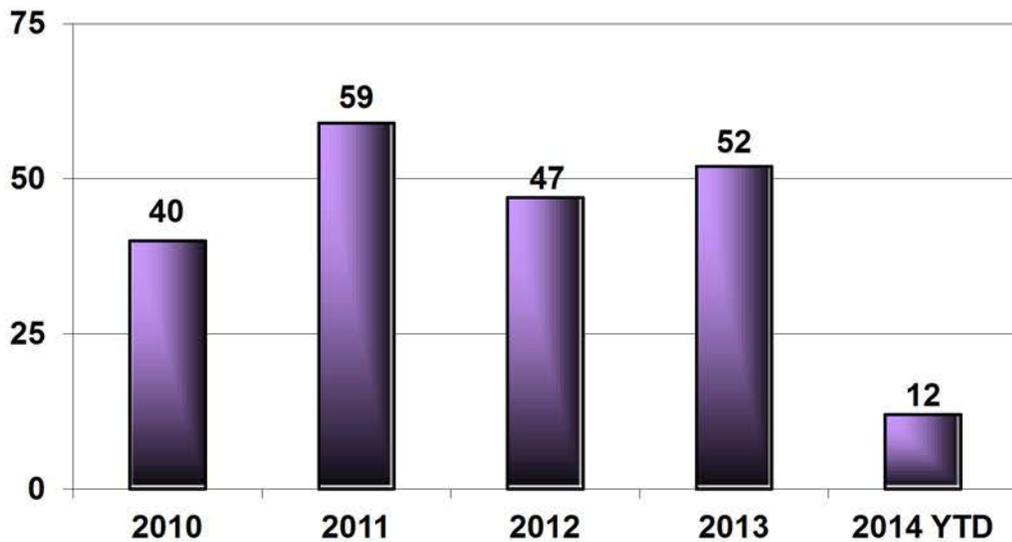
Ingham County Road Commission weight restrictions were in effect until April 28; the vector truck was only used for emergencies during this time.

Feet of Sanitary Sewer Televised (Camera Truck Work)



Cemetery

BURIALS



Stormwater and Environmental Efforts

On April 10th, the Director of Public Services and the Environmental Coordinator attended the Greater Lansing Regional Committee for Stormwater Management (GLRC) Executive Committee meeting.

The Township Manager, Director of Public Services, and Environmental Coordinator attended a meeting with Hubbell, Roth and Clark to discuss the Township MS4 permit and POTW Industrial Stormwater Permit on Friday, April 25th.

Due to late spring and difficulties obtaining installation bids, the 50/50 tree program will be delayed until fall.

Industrial Pretreatment Program

April IPP Activities	Date	Location
Review/Approval		
building plan approval	4/8/2014	742 N Eifert Road, Ironwood Links Golf Course
building plan approval	4/11/2014	2380 S Cedar Street, Nu You Salon
building plan approval	4/24/2014	4025 Holt Road, Hayhoe Asphalt
Inspections - Grease Traps		
Compliant	04/15/14	7-11 1997 Aurelius
Compliant	04/15/14	Biggby #270 Jolly
Compliant	04/15/14	Biggby Coffee - 2006 Cedar
Compliant	04/15/14	Buddies Grill - 2040 Aurelius
Compliant	04/15/14	Big Ten Holt - 2005 Eifert
Compliant	04/15/14	Burger King - 2464 Cedar
Compliant	04/15/14	Burger King - 2520 E. Jolly
Compliant	04/15/14	Champions - 2440 N. Cedar
Compliant	04/15/14	Chisholm Hills - 2395 Washington
Compliant	04/15/14	Coach's - 6201 Bishop
Compliant	04/15/14	Coffee Barrel - 2237 Aurelius
Compliant	04/25/14	Cottage Inn Pizza - 1995 Cedar
Compliant	04/15/14	Delhi Café - 4625 Willoughby
Compliant	04/15/14	Famous Dave's 2457 Cedar
Compliant	04/15/14	Eagles - 1111 N. Cedar
Compliant	04/15/14	Incu-Bake 1967 Aurelius
Compliant	04/15/14	IngCredible - 2454 S. Cedar
Compliant	04/15/14	Jade Garden - 1979 Aurelius
Compliant	04/15/14	Kroger - 2495 N. Cedar
Compliant	04/15/14	Little Caesar's - 2221 N. Cedar
Compliant	04/15/14	McDonald's 2775 Eaton Rapids Rd.
Compliant	04/15/14	McDonald's 2530 E. Jolly
Compliant	04/15/14	McDonald's 2400 N. Cedar
Compliant	04/15/14	Sam Corey Senior Center- 2108 N. Cedar
Compliant	04/15/14	Subway - 2765 Eaton Rapids Rd.
Compliant	04/15/14	Tim Horton's - 2450 E. Jolly
Compliant	04/25/14	Tim Horton's - 2350 Cedar
Compliant	04/15/14	Wendy's - 2727 Eaton Rapids Rd.
Compliant	04/15/14	Wild Strawberry Florist - 2018 Cedar

Community Outreach

Gill and Scrappy were escorted to the annual State of Michigan Earth Day Celebration at Constitution Hall on Tuesday, April 22nd by the Environmental Coordinator and one Delhi DPS employee. This event was attended by several thousand area school children.

Gill attended a book signing by a local author hosted at Wilcox elementary school on April 17th.

Seven (7) tours were performed at the Publicly Owned Treatment Works (POTW) this last month. Classes from Lansing Community College toured on April 14th, April 22nd, April 23rd and two (2) on April 24th. Tours were given to Lansing Christian School on April 15th and 23rd.

Six (6) brush drop-off events were hosted at the POTW pond area this last month. Six hundred and ninety (690) loads of brush and one hundred and thirty-two (132) bags of yard waste were collected. Assistance was provided by the Delhi Lions Club on April 19th.

Upcoming Events

During the month of May the Department of Public Service (DPS) will have the following brush drop-off dates:

- May 3, 2014 9:00 a.m. – 1:00 p.m.
- May 10, 2014 9:00 a.m. – 1:00 p.m.
- May 17, 2014 9:00 a.m. – 1:00 p.m.
- May 31, 2014 9:00 a.m. – 1:00 p.m.

A complete list of brush drop off dates can be obtained at the DPS office or on the township website.

The POTW will host the annual open house on Saturday, May 10, 2014 from 11:00 a.m. to 3:00 p.m.



**Delhi Charter Township
Department of Community Development**

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: May 1, 2014

RE: ADA Transition Plan – C2AE Proposal for Services

In 2013 we became aware that the Township is required to develop an ADA Transition Plan (ADATP) for existing sidewalk curb ramps located within the public right-of-way throughout the community. We were initially made aware of this requirement by the Ingham County Road Department, and we subsequently verified exactly what needs to occur with the help of Township legal counsel. We discussed this collectively during the budget process and the 2014 budget does include \$40,000 in funding for the development of the ADATP.

Our ADATP is required to include several key components. First, it must identify curb ramps within the Township that don't meet ADA specifications. This is referred to as the "inventory". Second, the plan must describe the methods that the Township will use to make corrections to those ramps that don't currently comply. The ADATP must also specify a schedule for physically undertaking these improvements (i.e. doing the construction repairs). Finally, the plan must designate an official who will be responsible for implementation of the plan.

Developing the inventory and determining a prudent course forward for the correction schedule requires detailed information. It is not always easy to identify a ramp that does not comply with ADA requirements. For example, it is extremely difficult to know, without the benefit of survey data, whether a cross-slope is 2% or 2.5%. However, this small difference determines whether or not a specific ramp would be in compliance or not. We know from previous sidewalk repair work, that replacing existing ramps with ADA compliant ones is an expensive proposition. Since we will be required to develop a schedule, and eventually a budget, for the replacement of all non-compliant ramps, it is extremely important that we include only those ramps that are truly non-compliant in our ADATP inventory. In order to ensure that the inventory is accurate we will need to engage professional services.

To that end, attached please find a proposal from C2AE. The proposal includes developing the ADATP and conducting the necessary inventory of sidewalk ramps. It also includes developing cost estimates upon which we can base our schedule for making the necessary construction repairs. It is important that we understand the costs associated with the needed repairs so that we can; 1) develop a realistic repair schedule, and 2) ensure that future budgets include the appropriate dollar amounts for this work. For example, we would not want to say in our ADATP

that all repairs would be made in two years if the cost for actually completing the work was prohibitive. Instead, we would need to spread those costs out over a longer period of time. The important thing is that there needs to be coordination between our ADATP timeline and our actual budget process. Without accurate data and good repair cost estimates, this objective can't be attained.

C2AE proposes to use mobile LiDAR to obtain the necessary survey data for all the necessary sidewalk ramps. Basically, what this means is that their subcontractor will drive a vehicle, which is equipped with the mobile LiDAR unit, down each street in the Township that has sidewalks. The LiDAR unit will capture survey grade 3D data of the sidewalks and ramps, but also of everything else within about 50' of the road. I've included one of the promotional pieces that's used to explain what this collected data looks like for your reference. However, the important thing to know is that, while for this project we'll be primarily interested in just the curb ramps, we will also be capturing survey data for everything else along the way. This data could be useful for other projects in the future. For example, if we had completed this project prior to beginning the Ram Trail project, we would not have needed to do the expensive survey work in advance of starting that project. Another example would include a specially assessed road improvement project. Having the LiDAR data available for use by the Ingham County Road Department could reduce the overall cost of the project by eliminating the need for additional surveying. This would likely result in a savings to the home owners.

For these reasons, C2AE's proposal includes two different options. The first option (Option 1) includes the LiDAR capture of data only on those roads in the Township where there is existing sidewalk. This accounts for approximately 60 miles of roads. The second option (Option 2) includes the capture of LiDAR data for all of the public roads within the Township, including approximately 99 additional miles of roadway that does not have adjacent sidewalks. The proposed cost for Option 1 is \$38,950. The additional data capture associated with Option 2 costs \$58,050, which is an increase of \$19,100 over Option 1.

While it can't be said for certain that the additional data will be highly useful, it appears likely that it will end up paying for itself over the next couple of years. This is based on the fact that survey work associated with even one project, such as a sidewalk along the north side of Holt Road or a trail along a roadway, represents a significant expense. With this in mind, it appears to make sense that if funding is available, Option 2 be selected.

Please let me know if there is any additional information that you would find useful. Otherwise, I would request that you forward this to the Township Board for their consideration and action at the upcoming May 6th meeting. Thank you.

Recommended Motions on Next Page.

Recommended Motion for Option 1:

To approve the Proposal for Professional Engineering Services from C2AE for a Township-wide Sidewalk ADA Transition Plan Study and Recommendations for approximately 60 miles in the amount of \$38,950.

-OR-

Recommended Motion for Option 2:

To approve the Proposal for Professional Engineering Services from C2AE for a Township-wide Sidewalk ADA Transition Plan Study and Recommendations for approximately 159 miles including non-state roads in the amount of \$58,050.



April 30, 2014

Ms. Tracy Miller
Delhi Charter Township
2074 Aurelius Road
Holt, Michigan 48842-6320

Re: Proposal for Professional Engineering Services – Study and Recommendations
Township-wide Sidewalk ADA Transition Plan
Delhi Charter Township

Dear Ms. Miller:

We are pleased to submit our proposal for professional services for the Township-wide Sidewalk ADA Transition Plan. The project will generally include a full review of township-owned sidewalk facilities for compliance with standards established by the Americans with Disabilities Act, culminating in general recommendations for budgeting to bring any non-compliance facilities up to standard.

We have structured our proposal to include our project understanding, a scope of services and corresponding completion and fee schedules for the project study phase.

We appreciate the opportunity to submit our proposal for consideration and look forward to our continued relationship with you on this project. If the terms stated in this proposal are acceptable, please return a signed copy to authorize our services and as your notice to proceed.

If you have questions regarding our proposal, please contact us. Thank you.

Sincerely,

C2AE

A blue ink signature of Adam D. Falkowski, PE, written in a cursive style.

Adam D. Falkowski, PE
Project Manager

A blue ink signature of Roger F. Marks, PE, written in a cursive style.

Roger F. Marks, PE
Director

RFM/BAD

ACCEPTED: DELHI CHARTER TOWNSHIP,
MICHIGAN

BY: _____

DATE: _____



Project Understanding

On August 1, 2013, Delhi Charter Township received an opinion from their attorney, Mr. Gordon W. VanWieren, Jr., of Thrun Law firm regarding two items: whether the Township should prepare an ADA transition plan encompassing all sidewalk facilities in the Township; and whether a comprehensive audit of the facilities is required; or a general plan of action would be sufficient to comply with Americans with Disabilities Act of 1990, as amended. The opinion generally recommended that a transition plan be created which includes a plan and expected budget to bring all facilities into compliance over a define period of time.

Project Scope of Services

- **Progress Meetings:** Conduct progress meetings with the Township to review the project status and to incorporate Township input. C2AE anticipates the need for three progress meetings during the course of the design.
- **Progress Reports:** Submit monthly progress reports, which include work accomplished during the month, anticipated work elements for next month, input required from the Township, Township decisions and directives, identified project challenges, and budget and schedule status.

Project Scoping and Study:

1. **Kick-Off Meeting:** Meet with the Township staff to identify the project stakeholders and review the project requirements, including the scope of services and schedule.
2. **Geotechnical Investigations:** Soils investigations will not be completed as a part of this phase. Available existing information supplied by the Township, however, will be reviewed and considered in the budget recommendations.
3. **Project Scoping:** Utilize available existing information to provide the Township with detailed options and recommendations for final study deliverables.
4. **Field Investigations:** Conduct field investigations to confirm and collect existing physical project information and to identify construction limits and miscellaneous curb/gutter removal and replacement limits. This work will be performed with the aid of Mobile LiDAR scanning.
 - Mobile LiDAR scanning – Collect point cloud scans across all corridors that include sidewalks to be studied. Utilize in-office processing to review ADA compliance and identify areas requiring work.
5. **Mapping:** Utilize existing mapping supplied the Township in electronic format to locate existing facilities and particular points of discovered non-compliance.
6. **Preliminary Design:** Utilize the base plans to prepare the preliminary design, including trail, sidewalk, ADA ramp, and drainage treatments for the proposed project.
7. **Cross Sections:** Develop a typical cross section for the proposed sidewalk as a general reference for future detailed design.
8. **Budget Opinion of Probable Construction Cost:** Develop general conceptual project quantities and prepare an opinion of probable construction cost for budgeting purposes.
9. **Report:** Furnish a report of findings that includes an overview of the study process, findings, mapping, budget results for the full compliance plan, and recommendations. Included with the



report will be the specific ADA Transition Plan for bringing Township sidewalks into full ADA compliance.

Assumptions

- There are approximately 522,000 linear feet of sidewalk to include in the study. Nearly all of it is in a corridor where sidewalk is on both sides of the street.
- Mobile LiDAR is being provided for the 159 miles of roads in the Township.
- One Township Board meeting presentation of findings is included in this proposal.
- The 2012 Standard Specifications for Construction, Michigan Department of Transportation and associated standard plans and special provisions will be utilized as the basis for the budgeting process.
- No bidding or construction documents are included in this project.
- The study is limited to facilities within the public rights-of-way or Township easements that are under Township authority.
- The Township will decide the period of the budgeted transition plan prior to final assembly of the budget and resulting report.



Implementation Schedule/Fee for Services

Implementation Schedule

We propose to complete the services, as outlined herein, in accordance with the following:

Authorization to Proceed	May 6 th , 2014
Submit Draft Report for Review	August 29 th , 2014
Submit Final Report for Township action in 2015 budgeting	October, 2014

Fee for Services

We propose to provide the services, as outlined herein, in accordance with the following:

Option 1 – The scanning/survey includes roads in the Township with sidewalks (approximately 60 miles):

<u>Description</u>	<u>Fee</u>	<u>Fee Basis</u>
Field Data	\$15,500 (1)	Time-and-materials Not-to-exceed
Study Mapping and Report	<u>\$23,450</u>	Time-and-materials Not-to-exceed
Total	\$38,950	

Option 2 – The scanning/survey includes non-state roads in the Township (approximately 159 miles)

<u>Description</u>	<u>Fee</u>	<u>Fee Basis</u>
Field Data	\$34,600 (1)	Time-and-materials Not-to-exceed
Study Mapping and Report	<u>\$23,450</u>	Time-and-materials Not-to-exceed
Total	\$58,050	

(1) A value of \$3,000 was provided by our subconsultant for splitting the mobilization between multiple projects in the Township.

Invoices will be forwarded on a monthly basis reflecting the level of work completed and are due upon receipt.



**Standard Contract Provisions
Design and Construction Services**

The parties to this agreement, C2AE, Lansing, Gaylord, Grand Rapids, Escanaba, and Kalamazoo, Michigan, hereinafter called the A|E CONSULTANT and Delhi Charter Township of Holt, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's



opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are



subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$63,000**.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. Full-Time Construction Observation: The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. **Jobsite Safety:** Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- V. **Hazardous Materials:** As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

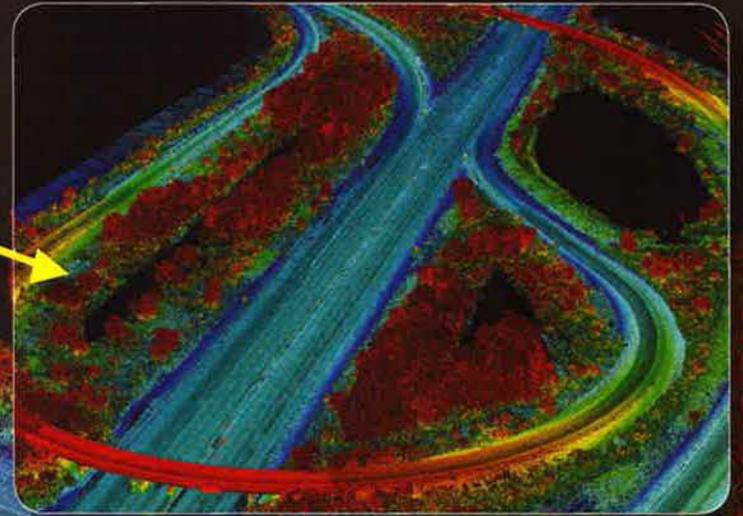
The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.



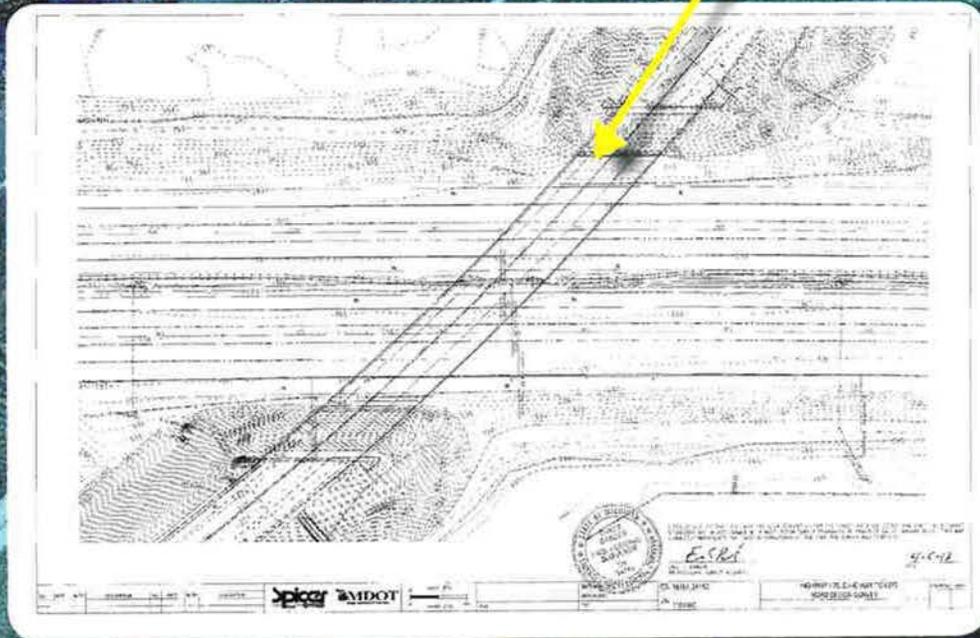
- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

LiDAR data colored by elevation



Standard CAD drawing



I-75 Ground-Based Mobile LiDAR Survey

As part of a major highway revitalization project, Spicer Group was hired by MDOT to complete an edge-to-edge hard surface and right-of-way survey on a 7.5-mile-section of I-75 in Monroe County. The design survey was completed using traditional methods and multiple survey crews. Spicer used LiDAR data collection for the traveled highway portion using a truck-mounted mobile LiDAR system.

KEY DELIVERABLES

- Limited the need to close lanes, place surveyors in dangerous high-traffic areas, and eliminated the need for traffic control measures
- Collected X,Y and Z data on everything visible at a rate of 600,000 points per second
- Took only a couple of hours to collect all required data
- 45 lane miles of LiDAR data was collected and processed including primary and intermediate control, and targeting.
- 460 LiDAR targets were established and approximately 35 miles of digital leveling was completed.
- Resulting LiDAR point cloud was validated to under 0.06 of a foot at the 95% confidence level

M-20 Mobile LiDAR Project

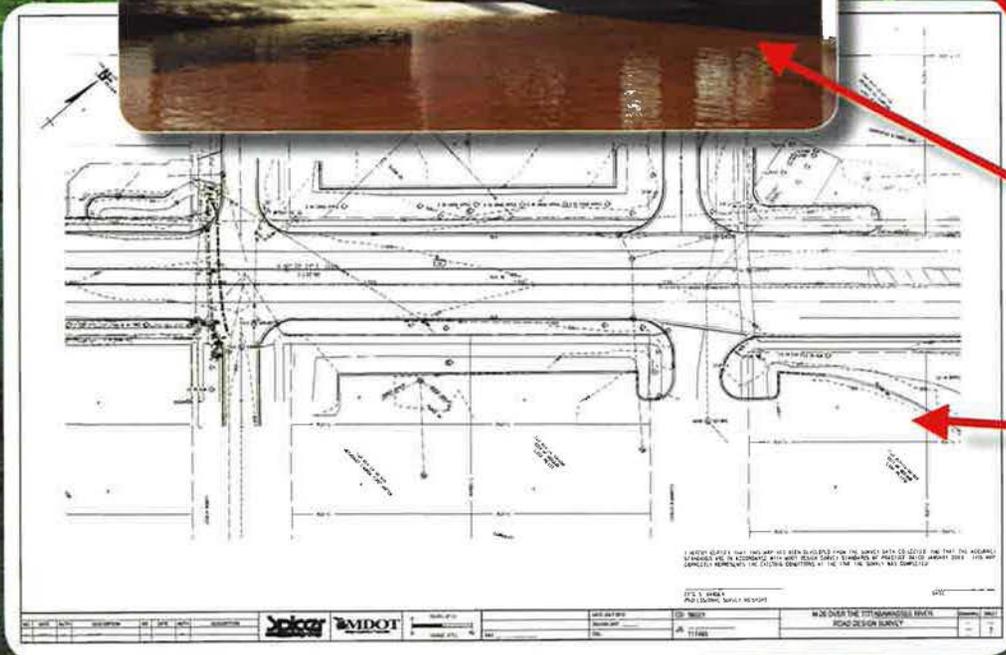
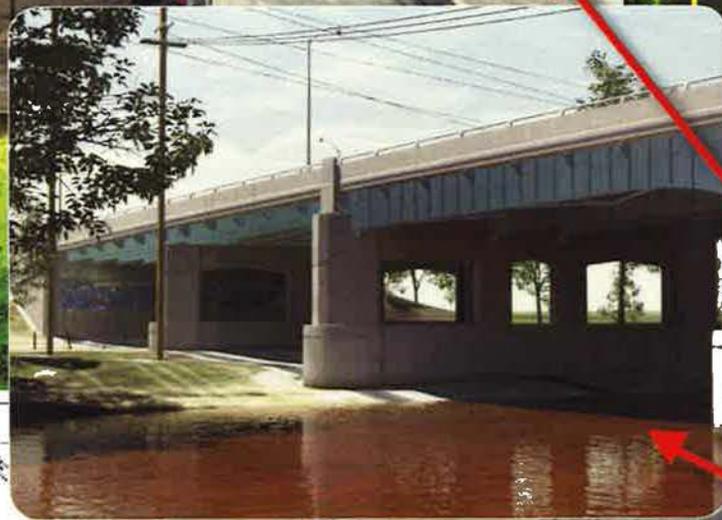
Spicer Group provided mobile LiDAR services to support the complete design survey for approximately 4,000 linear feet of four-lane barrier-divided highway in Midland, MI. Mobile LiDAR services were specifically used to keep surveyors out of heavily travelled lanes and the colorized LiDAR point cloud was used to develop 3D virtual animations representing the existing conditions of the bridge. Spicer Group was the design survey consultant responsible for all aspects of the surveying component of the project.

KEY DELIVERABLES

- 3-D Microstation drawings meeting MDOT specifications
- True-color LiDAR dataset used to develop existing and proposed models and animations
- Animations were a huge asset when presenting design alternatives to the public
- Extremely detailed models of the bridge were developed as a result of the high-resolution LiDAR dataset

3D virtual model developed from LiDAR data

Standard CAD drawing



**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, May 6, 2014 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Members Absent: Treasurer Roy Sweet

COMMENTS FROM THE PUBLIC - None

CONSENT AGENDA

- A. Approval of Minutes – Committee Meeting of April 15, 2014
- B. Approval of Minutes – Regular Meeting of April 15, 2014
- C. Approval of Claims – April 15, 2014 (ATTACHMENT I)
- D. Approval of Claims – April 29, 2014 (ATTACHMENT II)
- E. Approval of Payroll – April 24, 2014 (ATTACHMENT III)

Hope moved to approve the Consent Agenda as presented.

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

NEW BUSINESS

**AMEND ZONING ORDINANCE NO. 39 – MEDICAL MARIHUANA HOME OCCUPATIONS
(PROPOSED ZONING ORDINANCE NO. 39.162)**

The Board reviewed a memorandum dated April 30, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT IV).

Harmon moved to amend Zoning Ordinance No. 39 relative to the regulation of Medical Marihuana Home Occupations, as recommended by the Planning Commission at their April 14, 2014 meeting (Zoning Ordinance No. 39.162).

Mike Hamilton, 4541 Sycamore St., Holt, spoke on this item.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

**AMEND ZONING ORDINANCE NO. 39 –ACCESSORY BUILDINGS IN THE FRONT YARD
(PROPOSED ORDINANCE NO. 39.163)**

The Board reviewed a memorandum dated April 30, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT V).

**Hayhoe moved to amend Zoning Ordinance No. 39 relative to the regulation of
Accessory Buildings in the Front Yard, as recommended by the Planning
Commission at their April 14, 2014 meeting (Zoning Ordinance No. 39.163).**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

**AMEND ORDINANCE NO. 94 – CONTINUATION OF PAYMENT IN LIEU OF TAXES (PILOT),
GREAT LAKES CHRISTIAN HOMES, INC. – SECOND CONSIDERATION (PROPOSED
ORDINANCE NO. 94.1)**

The Board reviewed a memorandum dated April 30, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT VI).

**Warfield moved upon second consideration, to amend Ordinance No. 94 for the
purpose of extending the PILOT (Payment in Lieu of Taxes) for Great Lakes
Christian Homes, Inc. for property located at 2050 S. Washington Road (Township
Ordinance No. 94.1).**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

RESOLUTION NO. 2014-005 – CONTINUING DISCLOSURE STATEMENT

The Board reviewed a memorandum dated May 1, 2014 from Twp. Mgr. Elsinga (ATTACHMENT VII).

**Warfield moved to adopt Resolution No. 2014-005 which approves the Continuing
Disclosure Certificate in connection with the issuance of the Green #4
Consolidated Drain Drainage District 2014 Drain Bonds.**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

AGREEMENT BETWEEN THE INGHAM COUNTY DRAIN COMMISSIONER AND DELHI CHARTER TOWNSHIP FOR THE INSTALLATION OF SIDEWALKS AS PART OF THE GREEN #4 DRAIN PROJECT

The Board reviewed a memorandum dated May 1, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT VIII).

Hayhoe moved to approve the Agreement between the Ingham County Drain Commissioner, on behalf of the Green #4 Consolidated Drain Drainage District and Delhi Charter Township for the installation of sidewalks in the Green #4 Consolidated Drain District as stipulated and pursuant to the terms of the Complete Street Ordinance.

Tracy Miller, Director of Community Development, stated that this sidewalk project was brought to the Board as part of the Green Drain #4 Consolidated Drain Drainage District project which also evolved as being a qualifying road improvement project. The Complete Streets Ordinance states that anytime a road improvement project is being considered, the Township Board will evaluate if and how complete street infrastructure (sidewalks) can be incorporated in compliance with the ordinance.

The Ingham County Drain Commissioner's office included the sidewalks in their bid documents for the Green #4 Drain project. The Township received a cost estimate of over \$300,000; however, information was received yesterday that utility poles would have to be relocated in order to accommodate the sidewalk, increasing the project costs. Ms. Miller stated that she feels that the Township should get up-to-date cost information along with alternate options available before going forward with this item.

Clerk Hope stated that he can make a motion to postpone this item until the May 20, 2014 Board meeting but he would first like to continue with any other Board discussion and hear from the residents that came to this evenings meeting to speak on this item.

Trustee Harmon stated that he is disappointed that the costs have continued to increase which will influence his vote. Trustee Hayhoe stated that if the residents are against the sidewalks, he may vote nay on this item.

Correspondence was received from the following people that are opposed to the proposed sidewalks:

Paul Recher, 4567 Kathy Court, Holt
Annabelle Dusek, 2027 Burton Ave., Holt

Dawn Pray, 2026 Burton Ave., Holt
Deana Till, 2082 Burton Ave., Holt

Comment Cards were received from the following people that are opposed to the proposed sidewalks:

Brian L. Alger, 2032 Burton Ave., Holt

Jason Hall, 2038 Burton Ave., Holt

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

A comment card was received from the following person that was in favor of the proposed sidewalks:

Jim Oudsema, 2060 Burton Ave, Holt

Hope moved to postpone the Agreement (between the Ingham County Drain Commissioner and Delhi Charter Township for the installation of sidewalks as part of the Green #4 Drain project) to the May 20, 2014 meeting at which time final cost estimates will be presented.

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES – C2AE – ADA TRANSITION PLAN STUDY

The Board reviewed a memorandum dated May 1, 2014 from Tracy Miller, Director of Community Development (ATTACHMENT IX).

Harmon moved to approve the Proposal for Professional Engineering Services from C2AE for a Township-wide Sidewalk ADA Transition Plan Study and Recommendations for approximately 60 miles in the amount of \$38,950.

Trustee Harmon stated that this option (as opposed to the alternate option that would capture 159 miles of data at a cost of \$58,050) stays within the \$40,000 that was budgeted for this item.

Trustee Ketchum felt that the alternative option was worth the additional cost as the Township will be doing work in the future making this data valuable.

A Roll Call Vote was recorded as follows:

Ayes: Harmon, Hayhoe, Warfield, Davis

Nays: Hope, Ketchum

Absent: Sweet

MOTION CARRIED

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

The Board reviewed a memorandum dated May 1, 2014 from Twp. Mgr. Elsinga (ATTACHMENT X).

Warfield moved to adopt Amendment No. 2 to Resolution No. 2013-018 for the Fiscal Year 2014 General Fund Budget.

Trustee Harmon questioned if this amendment needs to be passed as the Agreement between the Ingham County Drain Commission and Delhi Charter Township for the installation of sidewalks has been postponed. Twp. Mgr. Elsinga stated that there are several other items included on this amendment. If necessary, it can be adjusted again at a later date.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

**AMENDMENT NO. 2 TO RESOLUTION NO. 2013-024 – FY 2013 DOWNTOWN
DEVELOPMENT AUTHORITY BUDGET**

The Board reviewed a memorandum dated May 1, 2014 from Twp. Mgr. Elsinga (ATTACHMENT XI).

**Hope moved to adopt Amendment No. 2 to Resolution No. 2013-024 for the Fiscal
Year 2014 Downtown Development Authority Budget.**

A Roll Call Vote was recorded as follows:

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

Absent: Sweet

MOTION CARRIED

REPORTS

SUPERVISOR

Supervisor Davis stated that the HaMies, a fundraising talent show to benefit the H.O.L.T. Scholarship was a success.

The Public Art Committee has to-date received one proposal for the public art piece that will be located at the Farmers' Market.

CLERK

Clerk Hope gave an update of the curbside storm brush pickup stating that much progress has been made in the eleven days that the pickup has been going on.

NerdWallet, a consumer finance advocacy web site, released a study which found the best places in Michigan for homeownership. NerdWallet analyzed data relating to affordability, population growth and homeownership rates - and Holt made the top ten.

On May 13, 2014 at 6:30 p.m. at the Community Services Center a meeting will be held in regard to forming a Historical Society. Jacob McCormick, a Holt graduate and current MSU History major, has put together the Facebook page, Holt, Michigan: A Slice of History, and the exhibit titled "Friday Night Football" which will have its official unveiling at this meeting.

The poles for the Amphitheater Shade Sail system have been delivered and construction will begin shortly.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING HELD ON MAY 6, 2014**

TOWNSHIP MANAGER

The Ingham County Drain Commissioner's office will be hosting an informational meeting on May 21, 2014 for the Green #4 Consolidated Drain Drainage District and encouraged the Board members to attend.

LIMITED PUBLIC COMMENTS – Mike Hamilton, 4541 Sycamore St., Holt, commented on the ADA Transition Plan Study.

Jason Hall, 2038 Burton Ave., Holt, commented on the free wood chips from the brush drop-off/curbside pickup at the recycle center.

ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Date: May 20, 2014

Evan Hope, Township Clerk

Date: May 20, 2014

C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

ACCOUNTS PAYABLE APPROVAL

April 15, 2014

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated April 15, 2014 numbered 86790 thru 86898 & ACH 2940 thru 2960. Every invoice has a payment authorizing signature(s).

Dated: April 15, 2014

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

The attached Invoice Distribution Report and Check Register for checks dated April 15, 2014 show payments made from the following funds:

General Fund	\$	80,693.32
Fire Fund		9,605.51
Police Fund		2,310.00
Fire Equip. & Apparatus Fund		9,629.72
Downtown Development Fund		13,927.10
Sycamore Trail Construction		26,260.50
Sewer Fund		70,239.39
Local Site Remediation Fund		12,000.00
Trust & Agency Fund		26,640.10
Grand Total	\$	<u>251,305.64</u>

Includes the following to be reimbursed from separate bank accounts:

Sycamore Trail Construction	\$	26,260.50
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Dated: April 15, 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. (\$26,260.50 to C2AE for North Trail Construction Services, 4/2/13, \$12,115.25 to Kendall Electric for SCADA Upgrade, 3/18/14)

Dated: April 15, 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 May 6, 2014 a motion was made by _____ and passed by ___yes votes and ___no votes (___absent) that the list of claims dated April 15, 2014, was reviewed, audited and approved

 Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
POST DATES 04/15/2014 - 04/15/2014

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BANK OF AMERICA	SALES TAX REFUNDED	(6.54)
BANK OF AMERICA	SALES TAX REFUND	(19.62)
BRADFORD COOMBS	REFUND/WITHDREW VARIANCE	150.00
MAY ALKHAFAJI	REFUND FOR EASTSIDE SOCCER	30.00
	Total For Dept 000.00	153.84
Dept 171.00 MANAGER		
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND	28.81
BANK OF AMERICA	EAST LANSING LUNCH/ELSINGA	57.04
BANK OF AMERICA	CONFERENCE DINNER/ELSINGA	21.01
BANK OF AMERICA	CONFERENCE PARKING/ELSINGA	12.00
BANK OF AMERICA	PARKING/ELSINGA	4.00
BANK OF AMERICA	MML PARKING/ELSINGA	10.00
BANK OF AMERICA	CONFERENCE LODGING/ELSINGA	158.60
BANK OF AMERICA	HOTEL SALES TAX CREDIT/ELSINGA	(7.44)
	Total For Dept 171.00 MANAGER	284.02
Dept 191.00 ACCOUNTING		
MUZZALL GRAPHICS	ACCOUNTS PAYABLE CHECKS	278.00
MUZZALL GRAPHICS	ESTIMATED SHIPPING	14.20
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES MARCH	1,987.50
	Total For Dept 191.00 ACCOUNTING	2,279.70
Dept 215.00 CLERK		
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS MARCH	955.26
BANK OF AMERICA	4/15/14 E-RECORDS FORUM/FINCH	150.00
	Total For Dept 215.00 CLERK	1,105.26
Dept 228.00 INFORMATION TECHNOLOGY		
BANK OF AMERICA	(2) RDX 1TB CARTRIDGES & SHIP	336.96
DELHI CHARTER TOWNSHIP-I.T.	YELLOW INK CARTRIDGE	16.25
DELHI CHARTER TOWNSHIP-I.T.	3 COLOR PACK HP 951XL	71.99
DELHI CHARTER TOWNSHIP-I.T.	DELL 745 TOWER	221.81
DELHI CHARTER TOWNSHIP-I.T.	DUAL PORT ROSEWILL ADAPTER	34.99
ENVIRONMENTAL SYSTEMS	GIS SOFTWARE YEARLY MAINT	5,825.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	6,507.00
Dept 253.00 TREASURERS		
ICS MARKETING SERVICES	TAX BILL PAPER	338.56
BANK OF AMERICA	2014 APT US&C DUES/TEBEAU	185.00
D & K INVESTIGATIVE SERVICE	SERVICE OF SMALL CLAIMS	11.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	65.00
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55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
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55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
55TH DISTRICT COURT	SMALL CLAIMS COURT FILING FEES	25.00
BRINK'S INCORPORATED	BRINKS SERVICES/APRIL	645.63
	Total For Dept 253.00 TREASURERS	<u>1,720.19</u>

Dept 257.00 ASSESSING		
BANK OF AMERICA	BOARD OF REVIEW REFRESHMENT	12.76
WHITLOCK BUSINESS SYSTEM	ASMT NOTICES & PROOF CD	967.84
THRUN LAW FIRM, P.C.	LEGAL FEES MARCH	2,429.10
MID-MICH ASSOC OF ASSESS	MMAAO MEMBERSHIP/MUNSON	15.00
MID-MICH ASSOC OF ASSESS	MMAAO MEMBERSHIP/TOBIAS	15.00
MID-MICH ASSOC OF ASSESS	MMAAO MEMBERSHIP/WILSON	15.00
TAX MANAGEMENT ASSOCIATE	PER PROPERTY AUDIT SOFTWARE	2,995.00
LOWE'S CREDIT SERVICES	2 SIDE TOOL BOXES/#66 & #67	321.10
	Total For Dept 257.00 ASSESSING	<u>6,770.80</u>

Dept 262.00 ELECTIONS		
ELECTION SYSTEMS	COVERAGE 7/1/2014-6/30/2015	244.24
	Total For Dept 262.00 ELECTIONS	<u>244.24</u>

Dept 265.00 BUILDING & GROUNDS		
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	97.81
LANSING SANITARY SUPPLY	ROLL PAPER TOWEL (CASE)/ CSC	542.16
LANSING SANITARY SUPPLY	PURIEL AUTO FLUSH/CSC	180.96
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
SAFETY SYSTEMS, INC	QTRLY FIRE ALARM MONITORING	75.00
SAFETY SYSTEMS, INC	QTRLY MONITORING & WATCHMAN	120.00
BANK OF AMERICA	AT&T 3/16-4/15/14/LED SIGN	59.10
METRONET LONG DISTANCE	LONG DISTANCE MARCH	47.07
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	597.81
B & D ELECTRIC, INC.	PARTS & LABOR/POLE LIGHT - CSC	855.50
SIEMENS INDUSTRY, INC.	REPLACE DIF SWITCH & IGNITER	3,298.90
	Total For Dept 265.00 BUILDING & GROUNDS	<u>6,849.31</u>

Dept 276.00 CEMETERY		
LANSING ICE & FUEL CO	GASOLINE CEMETERY	37.97
PURE GREEN LAWN & TREE	LAWN/TREE FERT MAPLE RIDGE	188.00
	Total For Dept 276.00 CEMETERY	<u>225.97</u>

Dept 281.00 STORMWATER		
LANSING ICE & FUEL CO	GASOLINE STORMWATER	33.37
IDEXX DISTRIBUTION, INC.	QUANTI-TRAY 2000	728.00
IDEXX DISTRIBUTION, INC.	SAMPLE BOTTLES	238.00
IDEXX DISTRIBUTION, INC.	COLILERT-200	1,462.00
IDEXX DISTRIBUTION, INC.	COLILERT-100	581.00
IDEXX DISTRIBUTION, INC.	FREIGHT	107.16
INGHAM COUNTY HEALTH DEP	22 WKS RIVER SAMPLING MAY-SEPT 21	2,442.00
FREDRICKSON SUPPLY, LLC	CURTAIN SET & (2) SPARE CLAMP	265.00
BANK OF AMERICA	PARKING/DIORKA	3.75
ENVIRO WORLD CORPORATION	25 RAIN BARREL	1,150.00
ENVIRO WORLD CORPORATION	15 COMPOST BIN	540.00
ENVIRO WORLD CORPORATION	FREIGHT CHARGE	400.00
Total For Dept 281.00 STORMWATER		<u>7,950.28</u>

Dept 446.00 INFRASTRUCTURE		
CONSUMERS ENERGY	STREETLIGHTS ACCT#6730	21,142.80
CONSUMERS ENERGY	STREETLIGHTS ACCT#7043	103.65
THRUN LAW FIRM, P.C.	LEAL FEES MARCH	1,932.00
Total For Dept 446.00 INFRASTRUCTURE		<u>23,178.45</u>

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	75.59
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOP	196.27
THRUN LAW FIRM, P.C.	LEGAL FEES MARCH	2,352.40
ASSOCIATED GOVERNMENT	AGS PAYROLL 1/16-3/15/14	3,209.00
METRONET LONG DISTANCE	LONG DISTANCE MARCH	8.80
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS MARCH	153.71
STEWART TITLE	TITLE UPDATE FEE/5054 HOLT RD	30.00
SCHAFFER'S INC.	SNOW/ICE REMOVAL 2658 CUTTER	77.63
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		<u>6,103.40</u>

Dept 752.00 PARKS ADMINISTRATION		
HOLT PUBLIC SCHOOLS	FLYERS	69.00
METRONET LONG DISTANCE	LONG DISTANCE MARCH	0.86
LANDSCAPE ARCHITECTS	KIWANIS PARK RESTROOM GRANT	2,000.00
ROGER L. DONALDSON, AIA	KIWANIS PARK RESTROOM GRANT	342.00
Total For Dept 752.00 PARKS ADMINISTRATION		<u>2,411.86</u>

Dept 771.00 PARKS		
D & M SILKSCREENING	APPAREL	1,426.00
D & M SILKSCREENING	APPAREL	250.00
LANSING ICE & FUEL CO	GASOLINE PARKS	143.99
LANSING SANITARY SUPPLY	4X6 MAT/DOLLY/2 AEROSOL	141.83
ACE HARDWARE	3 MISC. MDSE.	1.62
ACE HARDWARE	2 SPRAY PAINT	11.98
ACE HARDWARE	4 MISC. MDSE.	7.60
ACE HARDWARE	35 MISC. MDSE.	7.35
ACE HARDWARE	2 KEYS	3.38
ACE HARDWARE	40 KEYS/TWINE	76.59
AMERICAN RENTAL	PORTABLE TOILET	70.00
AMERICAN RENTAL	PORTABLE TOILET	75.00
GRANGER	MONTHLY DUMPSTER SERVICE	150.00
MODEL COVERALL SERVICE	RAMOS PANTS & GLOVES	227.29

MODEL COVERALL SERVICE	UNIFORMPANTS/RAMOS	12.79
SAFETY SYSTEMS, INC	QTRLY LEASE MAINT. MONITORING	138.00
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	209.94
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	40.66
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	13.20
CONSUMERS ENERGY	ELECTRIC 1771 MAPLE	94.35
JP SIGNS & GRAPHICS	SIGN FOR AMPHITHEATER	125.00
MARK'S LOCK SHOP, INC	1 MC PLUG/MAINTENANCE	23.00
MENARDS LANSING SOUTH	ENVIROTEX LITE/TOGGLE SWITCH	23.46
MENARDS LANSING SOUTH	STD MNT 2" DROP/BALL/U-BOLT	29.76
MICHIGAN PLUMBING	PIPE REPAIR/VALHALLA & HOLT	971.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SR CENTER	260.00
LOWE'S CREDIT SERVICES	(3) WM/FM WORKTUNES HEARING	156.66
MENARDS LANSING SOUTH	TUBING/4 U-BOLTS/TRAILER	39.99
BRADY LAWN EQUIPMENT	GRINDING WHEEL	86.60
D & G EQUIPMENT INC	2 HITCH KITS/1 SWITCH	107.35
ALRO STEEL CORPORATION	3 PC WALL TUBING/1 SAW CUTTING	72.00
BOBCAT OF LANSING	LIGHT BAR	334.88
CARQUEST THE PARTS PLACE	12V EXT CORD/AMBER REV LIGHT	35.89
COMPLETE HITCH COMPANY	REMOVE SPREADER-INSTALL LIGHT	198.75
DEER CREEK SALES, INC	2 WHEELS/BELT DRIVE/2 SPARK	61.97
TASMANIAN TIRE CO.	4 TIRES/#50	524.00
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND	35.13
BANK OF AMERICA	2 GATOR BED LINERS	1,050.00
	Total For Dept 771.00 PARKS	<u>7,237.01</u>

Dept 774.00 RECREATION

LEON CLARK	ADULT SOFTBALL UMPIRES	400.00
NATASHA PARISH	ADULT SOFTBALL UMPIRES	400.00
DANIEL A. DUMENEY	OFFICIAL BASKETBALL	75.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
	Total For Dept 774.00 RECREATION	<u>975.00</u>

Dept 850.00 OTHER FUNCTIONS

DBI BUSINESS INTERIORS	OFFICE SUPPLIES	304.02
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	108.83
MEDICAL MANAGEMENT SYS	AMBULANCE BILLING FEES MARCH	3,818.60
RICOH USA, INC.	COPY MACHINE MAINT AGREEMENT	108.79
RICOH USA, INC	COPY LEASE FEB-APR	622.86
BANK OF AMERICA	WUFOO SUBSCRIPTION 3/26-4/26/14	9.00
BANK OF AMERICA	MUSIC/CSC	24.95
BANK OF AMERICA	GIS WEB HOSTING 3/10-4/9/2014	1.00
BANK OF AMERICA	BUSINESS WEB HOSTING 3/10-6/9/2014	65.85
BANK OF AMERICA	QTLY MEETING REFRESHMENTS	31.10
DIVERSIFIED PROPERTY	TAX ADJUSTMENTS - COUNTY/TWP	1,171.12
DIVERSIFIED PROPERTY	TAX ADJUSTMENTS - COUNTY/TWP	430.87
	Total For Dept 850.00 OTHER FUNCTIONS	<u>6,696.99</u>

Total For Fund 101 GENERAL FUND 80,693.32

Fund 206 FIRE FUND

Dept 000.00

BANK OF AMERICA	25 ING CO FF ACADEMY 2014	321.25
BANK OF AMERICA	SERVICE PINS	49.00
	Total For Dept 000.00	<u>370.25</u>

Dept 336.00 FIRE DEPARTMENT		
BANK OF AMERICA	PRINTING & BINDING/METRO FIRE	126.60
BANK OF AMERICA	LAMINATE LARGE MAP	21.50
BANK OF AMERICA	3 USB DRIVES	29.97
BANK OF AMERICA	CERTIFIED MAIL	6.49
LANSING ICE & FUEL CO	GASOLINE FIRE	1,051.22
BANK OF AMERICA	BADGE WALLET/SLIP BADGE HOLD	73.75
FIRST DUE FIRE SUPPLY CO.	BOOTS/CRIPPEN	95.00
BIO-CARE, INC.	30 MASK FIT TESTINGS	750.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	914.82
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	20.97
LIFEGAS LLC	CYLINDER RENTAL	222.90
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	597.87
THRUN LAW FIRM, P.C.	LEGAL FEES MARCH	220.50
BANK OF AMERICA	IAFC MEMBERSHIP/BALL	259.00
CALLBACK STAFFING SOLUT	50 USERS MONTHLY SERVICE	99.99
METRONET LONG DISTANCE	LONG DISTANCE MARCH	2.77
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	37.52
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	183.29
CONSUMERS ENERGY	GAS 6139 BISHOP	347.43
ADP SCREENING & SELECTION	SUBSCRIPTION/BACKGROUND	152.25
BANK OF AMERICA	LUNCH/BALL	11.95
ACE HARDWARE	HOSE REEL	39.99
ACE HARDWARE	RUBBER HOSE WASHER	2.49
ACE HARDWARE	SPLICE BUTT	12.99
JEFFREY BUTCHER	REIMBURSE WINTER 2014 SEMEST	954.00
INGHAM COUNTY FIRE CHIEFS	(5) FF I & II CLASSES	3,000.00
Total For Dept 336.00 FIRE DEPARTMENT		<u>9,235.26</u>

Total For Fund 206 FIRE FUND 9,605.51

Fund 207 POLICE FUND

Dept 301.00 POLICE		
THRUN LAW FIRM, P.C.	LEGAL FEES MARCH	2,310.00
Total For Dept 301.00 POLICE		<u>2,310.00</u>

Total For Fund 207 POLICE FUND 2,310.00

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS		
BANK OF AMERICA	UPS SHIPPING	23.45
BANK OF AMERICA	UPS SHIPPING	7.81
FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING	233.00
FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING	97.50
FASTENAL COMPANY	3 FOLDING BI-METAL JAB	83.76
BANK OF AMERICA	3 BATTERIES & SHIPPING	81.52
RESCUE RESOURCES LLC	PREVENTIVE MAINTENANCE	972.50
WEST SHORE SERVICES INC	SIREN REPAIR	535.75
HALT FIRE, INC.	(2) HAL. 12V 50 BULBS/#698	17.30
HALT FIRE, INC.	DISCHARGE HANDLE REPAIR	806.20
SPARTAN CHASSIS, INC	DIESEL INJECTORS/SUSPENSION	6,500.93
ACROSS THE STREET PROD	3 STUDENT BLUE CARD SUPPORT	270.00
Total For Dept 339.00 EQUIPMENT & APPARATUS		<u>9,629.72</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 9,629.72

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

DIVERSIFIED PROPERTY	IFT/CFT CAPTURED TAX REVENUE	5,825.70
	Total For Dept 000.00	<u>5,825.70</u>

Dept 728.00 DDA ADMINISTRATION

C. HOWARD HAAS	FEB CELL PHONE REIMBURSE	75.00
C. HOWARD HAAS	MARCH CELL PHONE REIMBURSE	75.00
METRONET LONG DISTANCE	LONG DISTANCE MARCH	1.42
	Total For Dept 728.00 DDA ADMINISTRATION	<u>151.42</u>

Dept 729.00 DDA MARKETING & PROMOTION

ACD.NET, INC.	WIFI 4/1-5/1/2014	69.95
ACE HARDWARE	FANTASTIK/DAWN/CABLE TIE/	26.84
ACE HARDWARE	MOUNTING TAPE/2 MISC.MDSE./	22.23
LOWE'S CREDIT SERVICES	COMPOSTER TUMBLER	188.64
	Total For Dept 729.00 DDA MARKETING & PROMOTION	<u>307.66</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

ACE HARDWARE	(2) 1/4" TAP PLUGS	9.98
MASON ELEVATOR CO	GRADE A GRASS SEED	430.00
	Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS	<u>439.98</u>

Dept 850.00 OTHER FUNCTIONS

GRANGER	MONTHLY DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF-DDA	420.00
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	109.32
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	21.63
LANSING SANITARY SUPPLY INC	ROLL PAPER TOWEL (CASE)/DDA	135.54
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	40.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	40.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	47.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	35.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	128.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	40.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	60.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	45.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	25.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROP	265.00
DIVERSIFIED PROPERTY	TAX ADJUSTMENTS - COUNTY/TWP	5,660.85
	Total For Dept 850.00 OTHER FUNCTIONS	<u>7,202.34</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	<u><u>13,927.10</u></u>
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Fund 410 SYCAMORE TRAIL CONSTR FUND

Dept 902.00 CAPITAL OUTLAY

C2AE	NORTH CONNECTOR TRAIL CONST	26,260.50
	Total For Dept 902.00 CAPITAL OUTLAY	<u>26,260.50</u>

Total For Fund 410 SYCAMORE TRAIL CONSTR FUND	<u><u>26,260.50</u></u>
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Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

CAIN, MICHELLE	Sewer Usage	175.00
CAIN, MICHELLE	Basic Service Charge	125.00
	Total For Dept 000.00	<u>300.00</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

THRUN LAW FIRM, P.C.	LEGAL FEES MARCH	309.60
ICS MARKETING SERVICES	MARCH SEWER BILLS & PAPER	1,818.56
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		2,128.16

Dept 558.00 DEPT OF PUBLIC SERVICE

LANSING ICE & FUEL CO	GASOLINE DPS	981.59
D & M SILKSCREENING	(36) YP540 BLACK MESH HAT LOGO	432.00
D & M SILKSCREENING	(12) YP579 BLACK TWILL HAT LOGO	156.00
D & M SILKSCREENING	(24) YP579 BLACK TWILL HAT LOGO	312.00
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
RS TECHNICAL SERVICES, INC.	N-TRON FIBER OPTIC MEDIA CONV	227.50
AD-INK & TONER SUPPLY	(1) CE411A CYAN CARTRIDGE/OPS	67.99
AD-INK & TONER SUPPLY	(1) CE253A MAGENTA CARTRIDGE	148.99
ENVIRONMENTAL SYSTEMS	GIS SOFTWARE YEARLY MAINT	3,075.00
KENDALL ELECTRIC INC	9701-VWSB250AENE STATION 250	12,075.00
KENDALL ELECTRIC INC	SHIPPING	40.25
M TECH COMPANY	COMPUTER REPAIR LABOR/PARTS	607.75
M TECH COMPANY	NEXT DAY FREIGHT & HANDLING	315.88
AIRGAS USA, LLC	CYLINDER RENTAL	133.67
BANK OF AMERICA	WELDING GAS & SUPPLIES/SUPPLIE	119.25
BANK OF AMERICA	(2) TOOL KITS/LSD & SHOP	399.98
D & G EQUIPMENT INC	(2) KM130R PWR BRUSH ATTACH	1,039.95
ACE HARDWARE	2 MARKING PAINT	14.98
BANK OF AMERICA	3 PK M-FECAL BROTH	204.84
ENVIRONMENTAL RESOURCE	2014 DMR-QA TEST KITS/HANDLING	907.98
ENVIRONMENTAL RESOURCE	QUARTERLY CHECK SAMPLES	838.24
FISHER SCIENTIFIC	PH BUFFER & BOD NUTRIENTS	129.26
ALEXANDER CHEMICAL CORP	CALCIUM NITRATE	10,639.64
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALEXANDER CHEMICAL CORP	CREDIT	(270.00)
KEMIRA WATER SOLUTIONS	FERRIC CHLORIDE	4,946.13
UNITED PARCEL SERVICE	SHIPPING CHARGES	92.50
GRANGER	MONTHLY DUMPSTER SERVICE	201.21
GRANGER	CLEAN WET WELL & GREASE HAUL	87.50
METRONET LONG DISTANCE	LONG DISTANCE MARCH	7.27
COMCAST	HIGH SPEED INTERNET/POTW	134.85
COMCAST	HIGH SPEED INTERNET/MAINT	124.85
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	72.00
BOARD OF WATER & LIGHT	WATER 3505 HOLT	76.66
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	134.80
BOARD OF WATER & LIGHT	WATER 4280 DELL	19.57
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	363.62
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	163.05
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	226.95
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	226.41
CONSUMERS ENERGY	ELECTRIC-4000 N MICHIGAN#B	225.79
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	22.62
CONSUMERS ENERGY	ELECTRIC-1988 WAVERLY	609.09
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2723	48.32
CONSUMERS ENERGY	GAS-1988 WAVERLY	158.27
BANK OF AMERICA	LUNCH/DIORKA & BRYANT	37.49
BANK OF AMERICA	TRASH CONTAINER/RECYCLE CTR	561.19
BANK OF AMERICA	12 IVERCHOICE PASTE/SALT BLOCK/C/	95.35

BANK OF AMERICA	BOLTS/NUTS/WASHERS/SUPPLIES	230.73
BANK OF AMERICA	FLASHER UNIT/BACKHOE #13	80.44
D & G EQUIPMENT INC	UNIVERSAL KNUCKLE JOINT #11	226.54
D & G EQUIPMENT INC	UNIVERSAL JOINT - BLOWER DRIVE	29.26
LANSING SANITARY SUPPLY	BLACK TRASH CAN LINER 60 GAL.	205.68
LANSING SANITARY SUPPLY	HEAVY DUTY TRASH CAN BAG	84.12
LANSING SANITARY SUPPLY	ROLL PAPER TOWEL (CASE)/ DPS	768.06
ACE HARDWARE	2 QUICKCHANGE BAR CLAMPS	51.98
ACE HARDWARE	CREDIT	(51.98)
ACE HARDWARE	2 PAINT	14.98
JAMES LENON	SHEAR 35 SHEEP & MILEAGE	180.00
MASON ELEVATOR CO	PASTURE MIX SEED (200#)	438.00
MASON ELEVATOR CO	ROADSIDE GRASS MIX (100#)	122.50
MASON ELEVATOR CO	DELIVERY	35.00
ZEP SALES & SERVICE	(3) CASE OF ANTIBACTERIAL SOAP	171.60
BANK OF AMERICA	GASKETS/LSD	28.74
DU BOIS-COOPER ASSOCIATE	(6) 4" MOLDED CK VALVE	375.90
DU BOIS-COOPER ASSOCIATE	(6) BUSSING FOR VALVE	58.80
DU BOIS-COOPER ASSOCIATE	(6) NYLOCK CAP SCREW	9.00
ACE HARDWARE	BUSHINGS/COUPLERS/NIPPLES/	74.43
BANK OF AMERICA	2 BATTERIES/BACKHOE	253.00
ACE HARDWARE	ICE MAKER CIT/POTW ADMIN.	12.99
ACE HARDWARE	22 ELECCTCRIC TAPE/9 MISC. MDSE.	13.08
ACE HARDWARE	2 MISC. MDSE.	3.78
ACE HARDWARE	BATTERY/FUNNEL/72 MISC. MDSE.	103.38
CARQUEST THE PARTS PLACE	CREDIT	(4.08)
CARQUEST THE PARTS PLACE	24 OIL/12 BRAKE CLEANER/HITCH	130.79
FREDRICKSON SUPPLY, LLC	ESTIMATED SHIPPING	66.55
FREDRICKSON SUPPLY, LLC	CURTAIN SET & (2) SPARE CLAMP	265.00
MICHIGAN PETROLEUM TECH	35# PAIL BLACK PEARL GREASE	471.80
MORBARK, INC.	MORBARK CHIPPER PARTS	953.26
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/LS	240.00
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/LS	89.00
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/LS	128.00
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/LS	79.00
OVERHEAD DOOR OF LANSING	REPAIR O.H. DOOR #6/MAINT. BLDG.	764.59
OVERHEAD DOOR OF LANSING	GATE OPENER AND INSTALL	3,570.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINT	260.00
SAFETY SYSTEMS, INC	QTRLY MONITORING & WATCHMAN	120.00
BANK OF AMERICA	UPS SHIPPING CHARGES	140.56
RS TECHNICAL SERVICES, INC.	YSI, ORP PROBE & INSTALLATION	3,618.00
BOBCAT OF LANSING	HYD. OIL/CENTE SECTION/PINS/	543.09
FRANKIE D'S AUTO & TRUCK	2 COLUMN BUSHINGS & LABOR/#9	170.00
GOOD YEAR TIRE & SERVICE	TIRE/MOUNT/VALVE STEM/#8	265.97
BANK OF AMERICA	11 FOAM BACK BOARDS/JOB FAIR	129.69
LOWE'S CREDIT SERVICES	LIFETIME SMALL STORAGE BOX	103.55
R. A. DINKEL & ASSOCIATES	(500) 71117 MOOD CUPS	350.00
R. A. DINKEL & ASSOCIATES	SET UP CHARGE	45.00
R. A. DINKEL & ASSOCIATES	ESTIMATED SHIPPING	32.77
BANK OF AMERICA	REFRESHMENTS/GREEN MEETING	42.58
BANK OF AMERICA	WW MATH I REGISTRATION/ADAMS	125.00
BANK OF AMERICA	MATH I REGISTRATION/DICKERSON	125.00
BANK OF AMERICA	WORKSHOP LODGING/BOLLEY	82.95
D HILL ENVIRONMENTAL	MICROSCOPE WORKSHOP/BOLLEY	325.00
D HILL ENVIRONMENTAL	LAB QUALITY CLASS/RANES	150.00

Total For Dept 558.00 DEPT OF PUBLIC SERVICE 59,516.15

Dept 578.01 CAPITAL IMPROVEMENTS		
C2AE	DESIGN ASSIST-SEWER REHAB	3,256.23
C2AE	LSD PROJ ENG/SCREEN/FM/LSD	5,038.85
	Total For Dept 578.01 CAPITAL IMPROVEMENTS	<u>8,295.08</u>
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	<u><u>70,239.39</u></u>
Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND		
Dept 735.00 LOCAL SITE REMEDIATION		
PARSONS BRINCKERHOFF	ENVIRON CONSULT/2022 CEDAR	12,000.00
	Total For Dept 735.00 LOCAL SITE REMEDIATION	<u>12,000.00</u>
	Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	<u><u>12,000.00</u></u>
Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
DIVERSIFIED PROPERTY	ACCTS RECEIVABLE-GENERAL	12,426.86
DIVERSIFIED PROPERTY	ACCTS RECEIVABLE-GENERAL	12,080.49
AFLAC	WITH DEDUCT-AFLAC DISABILITY	705.52
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	WITH DEDUCT-ACCIDENT INDEMNITY	536.54
AFLAC	WITH DEDUCT-SICKNESS INDEMNITY	370.62
AFLAC	WITH DEDUCT-CANCER INDEMNITY	506.04
SPARTAN SPORTS NETWORK	REFUND 2013 TAX OVERPAYMENT	6.65
	Total For Dept 000.00	<u>26,640.10</u>
	Total For Fund 701 TRUST & AGENCY FUND	<u><u>26,640.10</u></u>
	Total For All Funds:	<u><u>251,305.64</u></u>

ACCOUNTS PAYABLE APPROVAL

April 29, 2014

I. Certification of Authorized Signatures: The attached Check Register and Invoice Distribution Report encompass checks dated April 29, 2014 numbered 86899 thru 86984 & ACH 2961 thru 2980. Every invoice has a payment authorizing signature(s).

Dated: April 29, 2014

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

The attached Invoice Distribution Report and Check Register for checks dated April 29, 2014 show payments made from the following funds:

General Fund	\$	56,244.56
Fire Fund		18,251.02
Police Fund		199,237.50
Fire Equip. & Apparatus Fund		828.13
Water Improvement Fund		500.00
Downtown Development Fund		7,627.02
Sewer Fund		84,514.97
Local Site Remediation Fund		2,004.50
Trust & Agency Fund		45.00
Grand Total	\$	<u>369,252.70</u>

Includes the following to be reimbursed from separate bank accounts:

Farmer's Market Account	\$	425.00
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Dated: April 29, 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. (\$12,265.33 USA Bluebook for Annual Lab Equipment & Supplies, 4/1/14)

Dated: April 29, 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 May 6, 2014 a motion was made by _____ and passed by ___yes votes and ___no votes (___absent) that the list of claims dated April 29, 2014, was reviewed, audited and approved

 Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP
 EXP CHECK RUN DATES 04/29/2014 - 04/29/2014

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM PLAN	RETIREEES HEALTH INSURANCE MAY	129.10
MERIDIAN TOWNSHIP FIRE	STANDBY FEE MARCH	2,540.41
ALLEN EDWIN HOMES	CONST VALUE, NEW	1,414.00
ALLEN EDWIN HOMES	RESIDENTIAL CLASS 3	130.00
LANET SAWYER	BURIAL PLOT BUY BACK	325.00
JOE HEMENWAY	REFUND FOR ADULT SOFTBALL	150.00
WES DAVIDS	REFUND FOR ADULT SOFTBALL	150.00
	Total For Dept 000.00	4,838.51
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	TRUSTEES LIFE INSURANCE MAY	25.50
	Total For Dept 101.00 LEGISLATIVE	25.50
Dept 171.00 MANAGER		
SBAM PLAN	HEALTH INSURANCE MAY	2,326.01
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	296.05
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	94.77
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	140.81
VERIZON WIRELESS	CELLULAR APRIL	49.79
	Total For Dept 171.00 MANAGER	2,907.43
Dept 191.00 ACCOUNTING		
SBAM PLAN	HEALTH INSURANCE MAY	429.14
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	43.16
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	33.66
	Total For Dept 191.00 ACCOUNTING	528.49
Dept 215.00 CLERK		
SBAM PLAN	HEALTH INSURANCE MAY	2,749.73
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	258.32
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	65.45
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	98.05
VERIZON WIRELESS	CELLULAR APRIL	49.79
	Total For Dept 215.00 CLERK	3,221.34
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM PLAN	HEALTH INSURANCE MAY	1,027.76
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	80.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	50.57
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	75.15
AD-INK & TONER SUPPLY	HP LJ PRO-400 BLACK TONER/FINCH	71.99
VERIZON WIRELESS	CELLULAR APRIL	49.79
SAM'S CLUB DIRECT	MEMBERSHIP/FELTON	7.16
SAM'S CLUB DIRECT	MEMBERSHIP/FELTON	45.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	1,408.31

Dept 253.00 TREASURERS		
SBAM PLAN	HEALTH INSURANCE MAY	1,292.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	215.16
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	43.77
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	64.93
D & K INVESTIGATIVE SERVICE	SERVICE OF SMALL CLAIMS	55.16
D & K INVESTIGATIVE SERVICE	SERVICE OF SMALL CLAIMS	78.68
Total For Dept 253.00 TREASURERS		<u>1,750.53</u>

Dept 257.00 ASSESSING		
SBAM PLAN	HEALTH INSURANCE MAY	1,292.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	349.43
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	70.97
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	105.56
VERTALKA & VERTALKA, INC.	APPRAISAL SERVICES 2350 JARCO	500.00
VERTALKA & VERTALKA, INC.	APPRAISAL SERVICES AUTO ZONE 2340 CED/	1,100.00
Total For Dept 257.00 ASSESSING		<u>3,418.79</u>

Dept 265.00 BUILDING & GROUNDS		
SBAM PLAN	HEALTH INSURANCE MAY	1,198.83
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	158.64
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	35.26
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	52.41
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	95.76
SAM'S CLUB DIRECT	TOILET BOWL CLEANER/FIRE DEPT	6.98
SAM'S CLUB DIRECT	TOILET BOWL CLEANER/FIRE DEPT	76.78
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
VERIZON WIRELESS	CELLULAR APRIL	25.17
TDS METROCOM	LOCAL SERVICE APRIL	308.56
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	429.80
CONSUMERS ENERGY	ELECTRIC 2004 AURELIUS	67.20
CONSUMERS ENERGY	ELECTRIC-2074 AURELIUS	6,073.70
CONSUMERS ENERGY	GAS-2074 AURELIUS	2,049.74
SAFETY SYSTEMS, INC	SOFTWARE UPGRADE/CSC	264.00
Total For Dept 265.00 BUILDING & GROUNDS		<u>11,817.83</u>

Dept 276.00 CEMETERY		
SBAM PLAN	HEALTH INSURANCE MAY	465.43
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	61.59
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	13.68
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	20.35
LANSING ICE & FUEL CO	GASOLINE CEMETERY	37.18
LOWE'S CREDIT SERVICES	(24) 2X4'S/NAILS/CEMETERY	133.24
LOWE'S CREDIT SERVICES	(42) 80 LB. BAS CONCRETE/CHAR PALLET	151.00
VERIZON WIRELESS	CELLULAR APRIL	12.59
CONSUMERS ENERGY	ELECTRIC-4149 WILLOUGHBY	29.35
CARQUEST THE PARTS PLACE	STARTER SOLENOID/TRACTOR/CEME	25.80
CARQUEST THE PARTS PLACE	CREDIT	(25.80)
INTERSTATE BATTERIES OF	BATTERY/JOHN DEERE AT CEMETERY	78.95
Total For Dept 276.00 CEMETERY		<u>1,003.36</u>

Dept 281.00 STORMWATER		
SBAM PLAN	HEALTH INSURANCE MAY	409.01
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	54.13
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	12.03
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	17.88
LANSING ICE & FUEL CO	GASOLINE STORMWATER	32.67
USA BLUE BOOK	LABORATORY SUPPLIES/STORMWATER	381.25
Total For Dept 281.00 STORMWATER		906.97

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM PLAN	HEALTH INSURANCE MAY	5,340.81
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	607.74
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	139.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	208.36
PAPER IMAGE PRINTING	INSPECTION STICKERS	36.69
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOPMENT	99.64
MICHIGAN ECONOMIC DEV	2014 MDEA MEMBERSHIP/MILLER	270.00
VERIZON WIRELESS	CELLULAR APRIL	278.11
TDS METROCOM	LOCAL SERVICE APRIL	55.82
FRANKIE D'S AUTO & TRUCK	R & R MUFFLER/#57	147.00
GOOD YEAR COMMERCIAL	(2) 225 60 R 16 INTEGRATY TIRES/UNIT 57	203.69
MORTGAGE CENTER TITLE	5046 HOLT ROAD TITLE WORK	790.65
SCHAFFER'S INC.	SECURE ACCESS DOORS 1885 ADELPHA	69.00
Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		8,247.32

Dept 752.00 PARKS ADMINISTRATION		
SBAM PLAN	HEALTH INSURANCE MAY	858.28
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	86.31
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	47.17
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	70.35
VERIZON WIRELESS	CELLULAR APRIL	170.00
TDS METROCOM	LOCAL SERVICE APRIL	98.69
SAM'S CLUB DIRECT	MEMBERSHIP/JENKS	7.14
SAM'S CLUB DIRECT	MEMBERSHIP/JENKS	15.00
Total For Dept 752.00 PARKS ADMINISTRATION		1,352.94

Dept 771.00 PARKS		
LANSING ICE & FUEL CO	GASOLINE PARKS	320.41
ACE HARDWARE	2 MARKING PAINT	14.98
AMERICAN RENTAL	PORTABLE TOILET	70.00
MODEL COVERALL SERVICE	UNIFORM PANTS/RAMOS	12.79
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	116.90
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	44.80
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	35.00

DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	14.00
CONSUMERS ENERGY	ELECTRIC 2074 AURELIUS #PARK	947.66
CONSUMERS ENERGY	ELECTRIC 2108 CEDAR	1,099.00
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 2939	37.00
CONSUMERS ENERGY	ELECTRIC 2177 WEST BLVD	23.52
CONSUMERS ENERGY	ELECTRIC 2287 PINE TREE 3200	269.44
CONSUMERS ENERGY	ELECTRIC 4080 KELLER	86.37
CONSUMERS ENERGY	ELECTRIC 1750 MAPLE	35.57
CONSUMERS ENERGY	GAS 2287 PINE TREE 2939	187.01
CONSUMERS ENERGY	GAS 2108 CEDAR	49.87
B & D ELECTRIC, INC.	MATERIAL & LABOR/STEP LIGHTS	708.00
ACE HARDWARE	LAVATORY FAUCET	57.99
ACE HARDWARE	BUSHING	0.99
ACE HARDWARE	PVC	4.79
ACE HARDWARE	C BATTERIES 8 PK	13.99
ACE HARDWARE	2 KEYS	3.38
BOYNTON FIRE SAFETY SERV	SPRINKLER INSPECTION/ SENIOR CENTER	89.00
JOHN DEERE LANDSCAPES	SEED STARTER W MULCH/SEED	141.67
LOWE'S CREDIT SERVICES	MAP-PRO GAS/PAINT	13.28
MENARDS LANSING SOUTH	2 ADAPTERS/GATE VALVE/COUPLING	76.29
MENARDS LANSING SOUTH	(2) ROLLS OF FIBER GLASS	49.76
MENARDS LANSING SOUTH	2 CLEVIS PINS/1 QUICK LINKS	1.99
MICHIGAN PLUMBING	REPLACE VACUUM BREAKER/HOLT &	822.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	260.00
LOWE'S CREDIT SERVICES	FLOWER FOOD/PRUNERS/FLOWERS	158.33
SUPERIOR SAW	2 CHAINS/1 GLASSES/2 FILES/2 HANDLES	67.99
CARQUEST THE PARTS PLACE	3 QTS 20W-50 OIL	17.91
SPARROW OCC HEALTH SERV	PHYSICALS	207.00
	Total For Dept 771.00 PARKS	6,058.68

Dept 774.00 RECREATION		
SBAM PLAN	HEALTH INSURANCE MAY	429.14
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	43.16
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	33.66
SAM'S CLUB DIRECT	2 EASTER BASKETS	39.96
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
	Total For Dept 774.00 RECREATION	668.45

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE MAY	32.40
SBAM PLAN	RETIREES HEALTH INSURANCE MAY	5,823.59
DBI BUSINESS INTERIORS	5 INK	47.50
PITNEY BOWES GLOBAL	FOLDING MACHINE LEASE	189.00
INGHAM COUNTY HEALTH	P2 INSPECTION FEE	230.00
REVIZE LLC	2014 SOFTWARE SUB FOR WEB SITE	1,560.00
RICOH USA, INC	COPY MACHINE LEASE	121.59
RICOH USA, INC	COPY MACHINE LEASE	86.03
	Total For Dept 850.00 OTHER FUNCTIONS	8,090.11

Total For Fund 101 GENERAL FUND	56,244.56
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Fund 206 FIRE FUND

Dept 336.00 FIRE DEPARTMENT

SBAM PLAN	RETIREES HEALTH INSURANCE MAY	1,027.76
SBAM PLAN	HEALTH INSURANCE MAY	8,954.23
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	1,349.75
SBAM PLAN	RETIREES HEALTH INSURANCE MAY	1,287.41
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	80.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	217.32
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	22.53
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	437.79
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	33.66
BARYAMES CLEANERS	UNIFORM CLEANING	227.90
HASSELBRING-CLARK	COPIES	12.35
PAPER IMAGE PRINTING	50 PADS AMBULANCE SHEETS	51.63
LANSING ICE & FUEL CO	GASOLINE FIRE	1,313.47
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	62.92
LIFEGAS LLC	CYLINDER RENTAL	147.74
INGHAM COUNTY FIRE CHIEFS	ICFCA DUES	50.00
SPARROW OCC HEALTH SERV	PHYSICALS	263.62
COUNTY OF INGHAM	911 RADIO FEE 1/1-3/31/2014	1,335.80
VERIZON WIRELESS	CELLULAR APRIL	191.06
TDS METROCOM	LOCAL SERVICE APRIL	41.41
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	39.90
ACE HARDWARE	2 ELECT TAPE/SPLICE BUTT/TOOL BAG	23.88
INGHAM COUNTY FIRE CHIEFS	FFI & II CLASS BOOK/BONILLA	78.00
WINDSOR CHARTER TOWNSHIP	EMT COURSE/BRANDON SCOTT	1,000.00
	Total For Dept 336.00 FIRE DEPARTMENT	18,251.02

Total For Fund 206 FIRE FUND	18,251.02
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Fund 207 POLICE FUND

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT APRIL	199,237.50
	Total For Dept 301.00 POLICE	199,237.50

Total For Fund 207 POLICE FUND	199,237.50
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Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

SUPERIOR SAW	2 CANS MOTO MIX/SAW	15.98
WEST SHORE FIRE INC	SCBA REPAIR	126.93
ACE HARDWARE	2 DRILL BITS/BIT INSERT/#491	18.26
HALT FIRE, INC.	4 SWITCHES/LIGHT/FREIGHT	329.46
LANSING AREA SAFETY COUNCIL	27 NSC FIRST AID, CPR & AED STUDENT	337.50
	Total For Dept 339.00 EQUIPMENT & APPARATUS	828.13

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	828.13
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Fund 225 WATER IMPROVEMENT FUND

Dept 000.00

ALLEN EDWIN HOMES	WATER IMPROVEMENT FUND REFUND	500.00
	Total For Dept 000.00	500.00

Total For Fund 225 WATER IMPROVEMENT FUND	500.00
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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

ANNIKA DALTON	VENDOR PAYMENT MARCH 8 & APRIL 12	25.00
TODD DELO	VENDOR PAYMENT MARCH 8 & APRIL 12	7.00
KOLACHE KITCHEN	VENDOR PAYMENT MARCH 8 & APRIL 12	89.00
CARRIE PEARSON	VENDOR PAYMENT MARCH 8 & APRIL 12	12.00
SANDRA SIEMON	VENDOR PAYMENT MARCH 8 & APRIL 12	91.00
WILLOW BLOSSOM FARMS	VENDOR PAYMENT MARCH 8 & APRIL 12	41.00
JAN BAYER	VENDOR PAYMENT MARCH 8 & APRIL 12	22.00
OFILIA DIAZ	VENDOR PAYMENT MARCH 8 & APRIL 12	71.00
INCU-BAKE LLC	VENDOR PAYMENT MARCH 8 & APRIL 12	2.00
KAREN OLMSTED	VENDOR PAYMENT MARCH 8 & APRIL 12	17.00
JENNIFER ROTIER	VENDOR PAYMENT MARCH 8 & APRIL 12	22.00
MICHAEL SCHENK	VENDOR PAYMENT MARCH 8 & APRIL 12	5.00
MAI KOU VANG	VENDOR PAYMENT MARCH 8 & APRIL 12	6.00
KELLY WRIGGELSWORTH	VENDOR PAYMENT MARCH 8 & APRIL 12	15.00
Total For Dept 000.00		425.00

Dept 728.00 DDA ADMINISTRATION

SAM'S CLUB DIRECT	WATER FILTERS	27.98
TDS METROCOM	LOCAL SERVICE APRIL	126.55
INGHAM COUNTY HEALTH	P2 INSPECTION FEE	140.00
SAM'S CLUB DIRECT	MEMBERSHIP/UNDERHILL	7.14
SAM'S CLUB DIRECT	MEMBERSHIP/UNDERHILL	15.00
Total For Dept 728.00 DDA ADMINISTRATION		316.67

Dept 729.00 DDA MARKETING & PROMOTION

SAM'S CLUB DIRECT	MEMBERSHIP/GRINNELL	7.14
SAM'S CLUB DIRECT	MEMBERSHIP/GRINNELL	15.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		22.14

Dept 731.00 DDA INFRASTRUCTURE PROJECTS

KING LUMINAIRE COMPANY INC (12) 100-HPS-120 BALLAST ASSEMBLY		2,892.00
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		2,892.00

Dept 850.00 OTHER FUNCTIONS

QUALITY FIRST MAID SERVICE, LI	CLEANING SERVICES/SHERIFF & DDA	355.00
SAFETY SYSTEMS, INC	QTRLY LEASE MAINT & MONITORING	105.00
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	43.40
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	25.78
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	14.00
DELHI TOWNSHIP TREASURER	SEWER 2052 CEDAR	157.16
CONSUMERS ENERGY	ELECTRIC-2116 CEDAR	344.60

CONSUMERS ENERGY	ELECTRIC-2150 CEDAR	140.78
CONSUMERS ENERGY	ELECTRIC-3970 HOLT	180.95
CONSUMERS ENERGY	ELECTRIC-4115 HOLT	207.11
CONSUMERS ENERGY	ELECTRIC-2228 AURELIUS	147.53
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #A	1,333.68
CONSUMERS ENERGY	ELECTRIC-2045 CEDAR #B	141.69
CONSUMERS ENERGY	ELECTRIC 1465 CEDAR	56.04
CONSUMERS ENERGY	GAS 1465 CEDAR	105.57
CONSUMERS ENERGY	GAS-2150 CEDAR	264.31
CONSUMERS ENERGY	GAS-2045 CEDAR	267.93
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROPERTIES	25.00
PURE GREEN LAWN & TREE	LAWN/TREE FERT - DDA PROPERTIES	25.00
WESCO DISTRIBUTION, INC	(15) 300V SMALL DIM FUSES	30.68
	Total For Dept 850.00 OTHER FUNCTIONS	<u>3,971.21</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 7,627.02

Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00

BAAS, ROXANN	Basic Service Charge	15.40
BOND, LISA	Basic Service Charge	34.30
COMMENT, BRADLEY	Basic Service Charge	34.30
DEBAR, CAROL ANN	Basic Service Charge	28.10
EASTBROOK HOMES	Basic Service Charge	19.60
EASTMAN, STEVEN	Basic Service Charge	48.30
HILL, RUSSELL	Basic Service Charge	11.10
HOMESTEAD SAVINGS BANK	Basic Service Charge	28.00
MACINTYRE & COWEN	Basic Service Charge	117.60
NOT FAR FROM HOME LLC	Basic Service Charge	48.30
PACHECO, MICHAEL	Basic Service Charge	28.70
PRESERVATION RESOURCES	Basic Service Charge	57.82
RIZZO, LAURA	Basic Service Charge	15.39
SAM COREY SENIOR CENTER	SR MEALS/DEPOSITED TO SEWER ERROR	150.00
SHAHEEN, GEORGE	Sewer Usage	83.30
WHIPPLE, GERALD	Basic Service Charge	24.50
WHIPPLE, GERALD	Sewer Usage	8.74
SBAM PLAN	RETIREEES HEALTH INSURANCE MAY	103.28
ALLEN EDWIN HOMES	CAPACITY CHARGE	2,750.00
ALLEN EDWIN HOMES	INSPECTION FEE	100.00
	Total For Dept 000.00	<u>3,706.73</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE MAY	16.20
SBAM PLAN	RETIREEES HEALTH INSURANCE MAY	2,490.47
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	<u>2,506.67</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM PLAN	HEALTH INSURANCE MAY	12,030.61
DELTA DENTAL PLAN OF	DENTAL INSURANCE MAY	1,592.02
HARTFORD LIFE INSURANCE	LIFE INSURANCE MAY	353.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE MAY	525.93
AD-INK & TONER SUPPLY	CYAN TONER CARTRIDGE /PRINTER	169.99
SAM'S CLUB DIRECT	INK PENS	14.32
LANSING ICE & FUEL CO	GASOLINE DPS	960.98
BARYAMES CLEANERS	UNIFORM CLEANING	34.05
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS	70.91
MODEL COVERALL SERVICE	STAFF UNIFORMS	67.63
MODEL COVERALL SERVICE	STAFF UNIFORMS	64.79
DELL MARKETING L.P.	DELL OPTIPLEX 9020 PC'S/DPS	4,287.40
USA BLUE BOOK	SAMPLER, DIPPER, METER, WIPES	2,107.20
ACE HARDWARE	HAND SPREADER	18.99
USA BLUE BOOK	LABORATORY SUPPLIES/POTW	76.80
USA BLUE BOOK	LABORATORY SUPPLIES/POTW	6,882.88
ALS LABORATORY GROUP	SLUDGE ANALYSES	1,440.00
ALS LABORATORY GROUP	SAMPLE ANALYSES	3,300.00
USA BLUE BOOK	LABORATORY GLOVES	2,894.00
ARGUS-HAZCO	REPLACE 02 SENSOR/METER 34654	357.50
ARGUS-HAZCO	ESTIMATED SHIPPING CHARGE	10.98
FISHER SCIENTIFIC	OINTMENT/BANDAIDS/SAFETY GLASSES	639.70
FISHER SCIENTIFIC	1 CS FLASHLIGHTS	25.58
FISHER SCIENTIFIC	4 PR RUBBER SLICKERS & FREIGHT	110.71
UNITED PARCEL SERVICE	SHIPPING CHARGES	318.57
UNITED PARCEL SERVICE	SHIPPING CHARGES	25.26
GRANGER	MONTHLY SCREEN DEBRIS	775.00
VERIZON WIRELESS	CELLULAR APRIL	439.14
TDS METROCOM	LOCAL SERVICE APRIL	393.73
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	156.10
CONSUMERS ENERGY	ELECTRIC-1494 AURELIUS	1,251.91
CONSUMERS ENERGY	ELECTRIC 1390 WAVERLY	382.33
CONSUMERS ENERGY	ELECTRIC 1490 AURELIUS	2,500.34
CONSUMERS ENERGY	ELECTRIC-5961 MC CUE #2509	19,899.65
CONSUMERS ENERGY	ELECTRIC-5999 HOLT	105.55
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	568.93
CONSUMERS ENERGY	ELECTRIC-2358 EIFERT	859.16
CONSUMERS ENERGY	ELECTRIC-2870 PINE TREE	579.28
CONSUMERS ENERGY	ELECTRIC-3505 HOLT	151.03
CONSUMERS ENERGY	ELECTRIC-4280 DELL	554.01
CONSUMERS ENERGY	ELECTRIC-4828 HOLT	282.67
CONSUMERS ENERGY	GAS-5961 MC CUE #2319	2,363.70
CONSUMERS ENERGY	GAS-4280 DELL	113.06
CONSUMERS ENERGY	GAS-3505 HOLT	20.80
CONSUMERS ENERGY	GAS 5961 MC CUE #4	1,540.77
CONSUMERS ENERGY	GAS 1494 AURELIUS	387.32
CONSUMERS ENERGY	GAS-5961 MC CUE #2	24.95
CONSUMERS ENERGY	GAS-5961 MC CUE #3	126.34
CONSUMERS ENERGY	GAS-1490 AURELIUS	738.89
CONSUMERS ENERGY	GAS-1492 AURELIUS	762.99
INGHAM COUNTY HEALTH	P2 INSPECTION FEE	1,540.00

LOWE'S CREDIT SERVICES	WHIRL POOL ICEMAKER/TARP/MAINT	125.27
INTERSTATE BATTERIES OF	BATTERY/COLLEGE RD LS GENERATOR	121.95
SAM'S CLUB DIRECT	DVD CASES/CAMERA TRUCK	38.94
GRAINGER	(2) 4LFH7 PIPE INSULATION	72.50
GRAINGER	(1) 4LFJ2 INSULATION SEM TAPE	8.86
GRAINGER	(8) 4HYE9 CLAMPS	53.20
USA BLUE BOOK	SEWAGE EJECTOR PUMP & FREIGHT	357.24
USA BLUE BOOK	CREDIT	(329.95)
ACE HARDWARE	2 U-BOLTS	12.98
CARQUEST THE PARTS PLACE	FUEL FILTER/CHIPPER	9.35
CARQUEST THE PARTS PLACE	4 FUEL FILTERS/CHIPPER	37.40
B & D ELECTRIC, INC.	INSTALL CONDUIT & ELECTRICAL/SEC	461.00
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/WAVERLY	232.00
PURE GREEN LAWN & TREE	LAWN /TREE FERT-MTC/POTW/WAVERLY	240.00
H & H WELDING & REPAIR LLC	1 STAINLESS STEEL DOOR REINFORCE	68.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
SAFETY SYSTEMS, INC	SERVICE CALL ON SMOKE DETECTOR	201.00
TASMANIAN TIRE CO.	L REAR AXLE REPAIR/MOW TRAILER	82.53
FRANKIE D'S AUTO & TRUCK	LOF & WIPER BLADES/#4	58.00
INTERSTATE BATTERIES OF	2 BATTERIES/UNIT #24	213.90
ADAM DICKERSON	CDL LICENSE RENEWAL	52.00
SAM'S CLUB DIRECT	CANDY/JOB FAIR	9.98
SAM'S CLUB DIRECT	MEMBERSHIP/WALACAVAGE/POWERS	21.42
SAM'S CLUB DIRECT	MEMBERSHIP/WALACAVAGE/POWERS	45.00
SPARROW OCC HEALTH SERV	PHYSICALS	151.50
ACE HARDWARE	3 BLACK VELCRO	11.97
R. A. DINKEL & ASSOCIATES	(500) 2000R COIN HOLDERS	390.00
R. A. DINKEL & ASSOCIATES	SET UP CHARGE	50.00
R. A. DINKEL & ASSOCIATES	ESTIMATED SHIPPING	22.48
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	<u>78,301.57</u>
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	<u>84,514.97</u>
Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND		
Dept 735.00 LOCAL SITE REMEDIATION		
FOSTER, SWIFT, COLLINS	LEGAL FEES MARCH	2,004.50
	Total For Dept 735.00 LOCAL SITE REMEDIATION	<u>2,004.50</u>
	Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	<u>2,004.50</u>
Fund 701 TRUST & AGENCY FUND		
Dept 000.00		
GREATER LANSING MONUMEN	NICHE LETTERING/HEADY	45.00
	Total For Dept 000.00	<u>45.00</u>
	Total For Fund 701 TRUST & AGENCY FUND	<u>45.00</u>
	Total For All Funds:	<u>369,252.70</u>

**DELHI CHARTER TOWNSHIP
FUND TRANSFERS AND PAYROLL APPROVAL
For Payroll Dated April 24, 2014**

I. Certification of Preparation and Distribution

The attached check and payroll registers encompass check numbers: 106714 through 106743 & direct deposits numbers: DD177801 through DD17884. 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: April 24, 2014

Director of Accounting

II. Payroll Report

The April 24, 2014 payroll encompasses the following funds and expenditures:

	Gross Payroll	Payroll Deductions	Net Pay
General Fund	\$71,587.91	\$20,855.98	\$50,731.93
Fire Dept. Fund	43,081.64	13,464.29	\$29,617.35
DDA	3,552.49	818.31	\$2,734.18
Sewer Fund/Receiving	35,491.62	10,959.66	\$24,531.96
Total Payroll	\$153,713.66	\$46,098.24	\$107,615.42
	Township FICA	Township RHS & Pension Plan & H.S.A.	Total Deductions & TWP Liabilities
General Fund	\$5,166.95	\$5,774.84	\$31,797.77
Fire Dept. Fund	3,243.52	3,161.15	19,868.96
DDA	104.69	80.83	1,003.83
Sewer Fund/Receiving	2,625.80	3,222.54	16,808.00
Total Payroll	\$11,140.96	\$12,239.36	\$69,478.56

Director of Accounting

III. FUND TRANSFERS

Transfers covering the foregoing payroll were made on April 24, 2014 and identified as follows:

04/24 Net Pay Disbursement in Common Savings (\$107,615.42)

Roy W. Sweet, Treasurer

IV. Board Audit and Approval:

At a regular meeting of the Township Board held on May 6, 2014, a motion was made by _____ and passed by _____ yes votes and _____ no votes(_____ absent) that the payroll dated April 24, 2014 was reviewed, audited, and approved.

Attachment to Payroll Register

cc: Sweet(1)Vander Ploeg(1)

Evan Hope, Clerk



Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John Elsinga, Township Manager

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

DATE: Wednesday, April 30, 2014

RE: Text Amendment to Zoning Ordinance (39.162)
MMA Home Occupations

At their April 14th meeting, the Planning Commission (PC) voted unanimously to recommend approval of a Zoning Ordinance (ZO) text amendment pertaining to Medical Marijuana Home Occupations. As you will recall, this effort is in response to enforcement concerns initially brought to our attention by the Delhi Division of the Ingham County Sheriff's Department (DDICSD). The Township's ZO has included regulations regarding the provision of Medical Marijuana (MM) Caregiving as a Home Occupation for several years. Neither the current ZO regulations, nor the amendments being proposed at this time, impact an individual's status as a MM Patient in anyway. The current and proposed regulations only pertain to those who wish to grow and distribute MM for/to patients other than themselves.

The ZO amendments being proposed at this time are intended to accomplish two things. First, legal counsel has advised that the existing ZO language needs to be clarified and slightly reworded. This affects the language which prohibits MM Caregiving as a Home Occupation on any property that is within 1000' of a school, child care facility, preschool or church or within any dwelling unit that is not owner-occupied. The amendment does not actually change any of the current regulations, as these restrictions have been in the ZO since the MM amendments were first made, but rather just cleans up some wording to make it easier to understand and enforce.

The second revision represents the more significant change. Specifically, the proposed amendment modifies how violations of the specific ZO provisions discussed above are handled. Currently, a civil infraction process is used for enforcement. We've found that this process is cumbersome, time consuming, expensive and, in truth, not very effective in the specific instance of MMA home occupation violations. As a result, the DDICSD approached the Township regarding whether or not a better process could be found. To that end, a meeting was held which included representatives of DDICSD, Township legal counsel, our Code Enforcement Officer and I. At the meeting, we collectively discussed the available options and were able to agree that the best option for improving enforcement efficiency would be to switch from a civil infraction process to a misdemeanor.

After that meeting, Township legal counsel prepared the attached ZO amendment which accomplishes the desired outcome. You'll notice that the new language is in **bold** and that deletions are in ~~strikeout~~. A public hearing was held on the proposed amendment at the April 14th PC meeting. One member of the public was present and spoke at the hearing. A copy of the draft minutes are attached for your convenience. After the hearing, the PC made the following motion:

Goodall moved, seconded by Leaf to recommend to the Board approval of Case #14-877 – Text Amendment to Zoning Ordinance – 39.162 – Section 5.1.11 Home Occupations – Medical Marihuana.

Discussion:

A Roll Call Vote was recorded as follows:

Ayes: Berry-Smokoski, Goodall, Harmon, Leaf, O'Hara, Olson, Zietlow

Nays: None

Absent: Craig, Lincoln

Abstain: None

MOTION CARRIED

I hope that the information provided is sufficient. However, as always, if you have any questions or need additional detail, please do not hesitate to ask. Otherwise, I respectfully request that you forward this amendment, along with your concurrence, to the Township Board for their consideration and action at the May 6th meeting. Thank you.

Recommended Motion to APPROVE:

To amend Zoning Ordinance No. 39 relative to the regulation of Medical Marihuana Home Occupations, as recommended by the Planning Commission at their April 14, 2014 meeting (Zoning Ordinance No. 39.162).

-OR-

Recommended Motion to DENY:

To deny amending Zoning Ordinance No. 39 relative to the regulation of Medical Marihuana Home Occupations.

DELHI CHARTER TOWNSHIP

INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 39.162

Zoning Case #14-877

An Ordinance to amend certain sections of the Delhi Charter Township Zoning Ordinance No. 39 in accordance with the Provisions of Act 110 of the Public Acts of 2006, and Act 359, of the Public Acts of 1947, as amended.

PREAMBLE

AN ORDINANCE TO AMEND THE DELHI CHARTER TOWNSHIP ZONING ORDINANCE NO. 39 AND THE TOWNSHIP CODE APPENDIX A, ARTICLE V, TO RESTRICT ACTIVITIES OF REGISTERED PRIMARY CAREGIVERS IN CONNECTION WITH THE GROWING, FURNISHING, TRANSFERRING, AND USE OF MEDICAL MARIHUANA TO OTHER REGISTERED PATIENTS IN THOSE LOCATIONS WITHIN THE CHARTER TOWNSHIP OF DELHI WITHIN ONE THOUSAND (1,000) FEET FROM ANY SCHOOL, CHILD CARE FACILITY, PRESCHOOL, OR CHURCH; AND TO PROVIDE A PENALTY FOR VIOLATION THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

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

SECTION I. AMENDMENT TO ARTICLE V, SECTION 5.1.11.4(1)(e) "HOME OCCUPATIONS" OF ORDINANCE NO. 39 AND THE TOWNSHIP CODE APPENDIX A, ARTICLE V.

Article V, Section 5.1.11.4(1)(e) of the Delhi Charter Township Zoning Ordinance No. 39, entitled "Home Occupations", and Appendix A, Article V, Section 5.1.11.4(1)(e) of the Township Code, and where applicable, shall be and is hereby amended to provide follows:

5.1.11.4(1)(e) Medical marihuana home occupations.

(e) A registered primary caregiver, **excluding the primary caregiver as a registered patient, shall not in providing services to other registered patients, grow, possess, furnish, transfer, or allow to be used, medical marihuana for other registered patients within**

~~any non-owner occupied dwelling wherever situated in the Delhi Charter Township, or any structure or dwelling functioning as such as a home occupation shall not be located within any non-owner occupied single family residence or duplex or multiple family dwelling or within a radius of~~ one thousand (1,000) feet from **the property line of any real property upon which any school, child care facility center, preschool, or church is situated. Any person who violates this section shall be guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00), or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.**

SECTION II. SAVINGS CLAUSE.

Except as expressly amended herein, all other provisions of the Delhi Charter Township Zoning Ordinance shall remain in full force and effect.

SECTION III. REPEAL.

All Ordinances or parts of Ordinances of the Charter Township of Delhi inconsistent herewith shall be and are hereby repealed, insofar as they may be inconsistent with the provisions of this Ordinance. The adoption of this Ordinance shall not, however, invalidate any prosecution or other legal proceeding taken in connection with a similar subject matter under ordinances existing at the time such action was initiated.

SECTION IV. SEVERABILITY.

It is the legislative intent of the Township Board adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the Township and all other persons affected by this Ordinance.

Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance, it being the intent of the Delhi Charter Township Board that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

SECTION V. EFFECTIVE DATE.

This Ordinance shall become effective seven (7) days after adoption and subsequent publication in a newspaper of general circulation.

A Roll Call Vote was recorded as follows:

Ayes:

Nay:

Absent:

MOTION _____

C.J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance no. 39.162, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ___ day of _____, 2014, and that the same was posted and published as required by law on the ___ day of _____, 2014.

Evan Hope, Clerk

Public Hearing - Case #14-877 - Text Amendment to Zoning Ordinance - 39.162 - Section 5.1.11 Home Occupations - Medical Marihuana

Ms. Miller reviewed the proposed changes, additions and deletions to the Home Occupations – Medical Marihuana Section of the Zoning Ordinance. The amendment makes violating this provision of the Zoning Ordinance a misdemeanor. The proposed changes would make the ordinance enforceable by the Delhi Division of the Ingham County’s Sheriff Department with a misdemeanor ticket. The proposed amendment was reviewed and discussed by the PC.

Public Hearing opened @ 7:13 p.m.

Mike Hamilton, 4541 Sycamore, stated that he believed the Medical Marihuana Home Occupation restrictions were unfair.

Public Hearing closed @ 7:16 p.m.

Goodall moved, seconded by Leaf to recommend to the Board approval of Case #14-877 – Text Amendment to Zoning Ordinance – 39.162 – Section 5.1.11 Home Occupations – Medical Marihuana.

Discussion:

A Roll Call Vote was recorded as follows:

Ayes:	Berry-Smokoski, Goodall, Harmon, Leaf, O'Hara, Olson, Zietlow
Nays:	None
Absent:	Craig, Lincoln
Abstain:	None

MOTION CARRIED



Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John Elsinga, Township Manager

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

DATE: Wednesday, April 30, 2014

RE: Text Amendment to Zoning Ordinance (39.163)
Section 5.21.5 & 6.4.4 Accessory Buildings in the Front Yard.

At their April 14th meeting, the Planning Commission (PC) voted unanimously to recommend approval of Zoning Ordinance (ZO) text amendments that would modify the setback requirements for Accessory Buildings such as garages and pole barns. Currently, the ZO does not permit Accessory Buildings in the Front Yard of any property. The Front Yard is a term defined by the ZO as the area between the front of the principal building (typically the house) and the front property line.

Over the years, the Zoning Board of Appeals (ZBA) has received a significant number of appeals from people seeking a variance from this requirement. In most of these cases, the appellant had a large property and the house is setback a significant distance from the road. In all of the cases that I'm aware of, the variance request was approved. This situation causes one to consider whether or not application of the existing ZO provision is reasonable, or if the ZO should be revised to provide for greater flexibility. It is generally accepted that if a certain variance request is made over and over again, and it is frequently granted, a ZO amendment should be considered.

In an effort to better understand and identify the specific conditions relevant to the past ZBA cases, I searched records going back to approximately 2004. I was able to quickly identify nine cases where the applicant requested a variance to allow the construction of an Accessory Structure in their Front Yard. Analysis of these cases revealed that if an exception for bigger properties with large Front Yard's was made within the ZO, the majority of the previous ZBA cases would not have been necessary.

The attached ZO amendment presents changes to the existing ZO language that would create an exception allowing an accessory building in a Front Yard. This exception would apply provided conformance to two stated standards. Specifically, that: 1) that the parcel is 5 acres or larger in size, and 2) that the accessory building is setback at least 200' from the road right-of-way. This appears to be a reasonable modification and should alleviate an identified problem within our existing ZO. Applying this standard to the previous ZBA cases, it appears that all but two of the requests would have been addressed by the proposed language.

The PC held a public hearing on the proposed amendment. There were no members of the public who chose to speak on this matter. After the hearing, the PC made the following motion:

O'Hara moved, seconded by Goodall to recommend to the Board approval of Case #14-878 – Text Amendment to Zoning Ordinance – 39.163 – Section 5.21.5 & 6.4.4 Accessory Buildings in the Front Yard.

Discussion:

A Roll Call Vote was recorded as follows:

Ayes: Berry-Smokoski, Goodall, Harmon, Leaf, O'Hara, Olson, Zietlow

Nays: None

Absent: Craig, Lincoln

Abstain: None

MOTION CARRIED

I have attached a **bold** and ~~strikeout~~ version of the proposed amendment for your review and consideration. Items in bold are newly added and those in strikeout are to be deleted. I would request that you forward this information, along with your concurrence, to the Township Board for their consideration and adoption at the upcoming May 6th meeting. Of course, if you have any questions, or require additional information, please do not hesitate to ask. Thank you.

Recommended Motion to APPROVE:

To amend Zoning Ordinance No. 39 relative to the regulation of Accessory Buildings in the Front Yard, as recommended by the Planning Commission at their April 14, 2014 meeting (Zoning Ordinance No. 39.163).

-OR-

Recommended Motion to DENY:

To deny amending Zoning Ordinance No. 39 relative to the regulation of Accessory Buildings in the Front Yard.

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN

PROPOSED ZONING ORDINANCE NO. 39.163
ZONING CASE #14-878

An Ordinance to amend certain sections of the Delhi Charter Township Zoning Ordinance No. 39 in accordance with the Provisions of Act 110 of the Public Acts of 2006, and Act 359, of the Public Acts of 1947, as amended.

PREAMBLE

AN ORDINANCE TO AMEND DELHI CHARTER TOWNSHIP ZONING ORDINANCE SUB-SECTION 5.21.5 (d) PERTAINING TO PROPERTIES WITHIN THE TOWNSHIP THAT ARE ZONED A-1: AGRICULTURAL. SPECIFICALLY, TO AMEND LANGUAGE REGULATING THE PLACEMENT OF ACCESSORY BUILDINGS TO SPECIFY THAT THE REQUIREMENTS SHALL BE AS OUTLINED IN SECTION 6.4.4 OF THE ZONING ORDINANCE; AND TO AMEND SUB-SECTION 6.4.4 (1) WHICH PERTAINS TO ALL ZONING DISTRICTS. THIS AMENDMENT WOULD PERMIT ACCESSORY BUILDINGS IN THE FRONT YARD WHEN SPECIFIC PROPERTY CONDITIONS EXIST AND SETBACK REQUIREMENTS CAN BE ACHIEVED; AND TO PROVIDE AN EFFECTIVE DATE HEREOF. ALL AMENDMENTS LISTED ABOVE WILL AFFECT PROPERTIES WITHIN THE TOWNSHIP AS DESCRIBED ABOVE.

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

SECTION I. AMENDMENT OF THE DELHI CHARTER TOWNSHIP ZONING ORDINANCE TO AMEND SECTION 5.21.5.

5.21.5 DIMENSIONAL REQUIREMENTS: The following minimum dimensions shall be required for every structure and land use in this district.

- 1) Minimum lot area: Each dwelling shall be located upon a lot having an area of not less than forty thousand (40,000) square feet. An agricultural operation which includes the raising and keeping of livestock for profit shall be located upon a lot having an area of not less than ten (10) acres.
- 2) Minimum lot width: One hundred sixty (160) feet along the street upon which the lot principally fronts, except as follows:
 - a) In the case where a curvilinear street pattern produces irregularly shaped lots with nonparallel side lot lines, a lesser frontage width at the street line may be permitted, provided that the lot width at the building line is no less than one hundred sixty (160) feet. Refer to article VI, Section 6.3 for permitted exceptions to lot widths.
- 3) Minimum yard requirements:

- a) Front: Thirty five (35) feet.
 - b) Sideyards: Sixteen (16) feet, except in the case of a corner lot where the sideyard on the street side shall not be less than thirty-five (35) feet.
 - c) Rear yard: Thirty-five (35) feet.
 - d) Minimum Setbacks for Accessory Buildings Structures: **All accessory buildings shall meet the requirements of Section 6.4.4.** ~~Where the entire parcel consists of one (1) acres or less, the minimum setback for accessory structures shall be as required by Section 6.4.4.~~
- 4) Maximum Building Height: Two and one-half (1½) stories or thirty-five (35) feet for residential structures.
 - 5) Minimum dwelling floor area:
 - a) 1,092 square feet for single-story residences.
 - b) 1,548 square feet for two-story residences.
 - c) 1,340 square feet for multi-story residences.

All of the above exclusive of any attached porch or breezeway.

- d) In the event there is an attached garage, the minimum requirement in b) and c) above may be reduced as follows:
 - (1) Not less than 1,248 square feet for two-story residences.
 - (2) Not less than 1,040 square feet for multi-story residences.

SECTION II. AMENDMENT OF THE DELHI CHARTER TOWNSHIP ZONING ORDINANCE TO AMEND SECTION 6.4.4.

6.4.4 ACCESSORY BUILDINGS:

- 1) In a Front Yard: No accessory building shall project into any front yard, **except that properties containing five or more acres may have an accessory building in the front yard provided it is setback at least 200 feet from the road right-of-way.**
- 2) In a Rear Yard: No accessory building, including detached garages, shall be closer than five (5) feet to any lot line.
- 3) In a Side Yard: No accessory building, including garages, shall be erected closer to the side lot line than the permitted distance within that district for principal buildings except in a residential district where an accessory building is located ten (10) feet or more to the rear of the principal building; then the accessory building shall be no closer than three (3) feet to the side lot line.

- 4) On a Corner Lot: No accessory building shall be closer to the side street lot line than the side yard setback of the principal building on the lot. Where the rear line of a corner lot coincides with the side line of an adjoining lot in a residential district, an accessory building shall not be closer than three (3) feet to the common lot line.
- 5) Garage Entrance: In no case shall the entrance to a garage be less than twenty-five (25) feet from a street right-of-way line.

SECTION III. CONTINUED EFFECT OF SECTIONS NOT AMENDED.

Except as expressly amended herein, all other provisions of the Delhi Charter Township Zoning Ordinance shall remain in effect.

SECTION IV. SEVERABILITY.

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

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective seven (7) days after adoption and subsequent publication in a newspaper of general circulation.

A Roll Call Vote was recorded as follows:

Ayes:

Nay:

Absent:

MOTION _____

C.J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance no. 39.163, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ___ day of _____, 2014, and that the same was posted and published as required by law on the ___ day of _____, 2014.

Evan Hope, Clerk

DRAFT

**Public Hearing - Case #14-878 - Text Amendment to Zoning Ordinance - 39.163 -
Section 5.21.5 & 6.4.4 Accessory Buildings in the Front Yard**

Ms. Miller reviewed the proposed changes, additions and deletions to the Zoning Ordinance, as they pertain to an “Accessory Building” located in a Front Yard. These amendments are being recommended based on the significant number of Zoning Board of Appeals cases that have been heard, and variances granted, over the past several years. The proposed amendment provides an exception which would allow properties containing five or more acres to have an accessory building in the Front Yard provided the building is setback at least 200 feet from the road right-of-way. The proposed amendment was reviewed and discussed by the PC.

Public Hearing opened @ 7:23 p.m.

There was no public comment.

Public Hearing closed @ 7:23 p.m.

O’Hara moved, seconded by Goodall to recommend to the Board approval of Case #14-878 – Text Amendment to Zoning Ordinance – 39.163 – Section 5.21.5 & 6.4.4 Accessory Buildings in the Front Yard.

Discussion:

A Roll Call Vote was recorded as follows:

Ayes: Berry-Smokoski, Goodall, Harmon, Leaf, O’Hara, Olson, Zietlow

Nays: None

Absent: Craig, Lincoln

Abstain: None

MOTION CARRIED



Delhi Charter Township
Department of Community Development

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: April 4, 2014

RE: PILOT Ordinance – Amendment for Great Lakes Christian Homes

GLCH is located on the north east corner of Holt Road and Washington Road. The facility offers both independent and assisted living for seniors. There are 100 apartments in the main building, and an additional 48 apartments in what they call their “villa units”. The villa units are similar to duplex condos and offer a greater independence for those who prefer it. It is a lovely and well maintained facility that is an asset in our community. Additional information about GLCH can be found on their website at www.greatlakesch.org.

In 1991 Delhi Township adopted Ordinance #94 which provided for Payment in Lieu of Taxes (PILOT) for Great Lakes Christian Homes (GLCH). As we have discussed recently in relation to other PILOT Ordinances, this program enables housing entities to quantify their tax obligation and receive housing credits and similar assistance from the State of Michigan (and in some cases, Federal Government). The PILOT for GLCH provided for an annual service charge of 4% of shelter rents during the first three years and then 5% for the remaining term. The PILOT was in effect for a period of 20 years, which technically means that it ended in 2011.

The Township Treasurer noticed this issue recently and contacted the Township’s Attorney to begin the process of amendment so that PILOT could continue. To that end, please find proposed Ordinance No. 94.1 which amends the previous PILOT Ordinance. Ordinance 94.1 does not change the amount of the payment or any other terms of the original PILOT. It only extends the duration of the PILOT for another 20 year period, which began on August 14, 2011. This means that the current PILOT will expire on August 14, 2031.

If you have any questions, or require additional information, please don’t hesitate to ask. Otherwise, I would request that you forward the attached, along with your concurrence, to the Township Board for 1st consideration at the April 15th meeting. Thank you!

Recommended Motion:

Upon second consideration, to amend Ordinance No. 94 for the purpose of extending the PILOT (Payment In Lieu Of Taxes) for Great Lake Christian Homes, Inc. for property located at 2050 S. Washington Road (Township Ordinance No. 94.1).

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN
ORDINANCE NO. 94.1

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCE NO. 94 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A PROPOSED MULTIPLE FAMILY DWELLING PROJECT OWNED BY GREAT LAKES CHRISTIAN HOMES, INC. FOR PERSONS OF LOW INCOME TO BE FINANCED OR ASSISTED PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED, MCL SECTION 125.1404, *ET SEQ.*, MSA SECTION 116.114(1), *ET SEQ.*, THE “ACT”); TO DEFINE TERMS; TO ESTABLISH AN ANNUAL SERVICE CHARGE FOR PAYMENT IN LIEU OF TAXES; TO PROVIDE FOR THE TERMINATION THEREOF; TO PROVIDE AN EFFECTIVE DATE HEREOF; AND TO CONTINUE THE ANNUAL SERVICE CHARGE FOR PAYMENT IN LIEU OF TAXES.

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

SECTION I. AMENDMENT OF SECTION 4 OF ORDINANCE NO. 94 ENTILED “ESTABLISHMENT OF AN ANNUAL SERVICE CHARGE”.

Section 4 of Delhi Charter Township Ordinance No. 94 entitled “Establishment of Annual Service Charge” shall be and is hereby amended to read as follows:

SECTION 4. ESTABLISHMENT OF ANNUAL SERVICE CHARGE. The housing development to be owned, constructed and operated by the Sponsor and the property on which it shall be constructed, which is approximately 13 acres and shall be exempt from all property taxes from and after the commencement of construction, however, that such taxes will be paid on the real estate until such time as facility is occupied. The Township, acknowledging that the Sponsor and the Authority have established the economic feasibility of the Housing Development, in reliance upon the enactment and continuing effect of this ordinance, and the

qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established herein, and in consideration of the Sponsor's offer, subject to receipt of a mortgage loan from the Michigan State Housing Development Authority, to construct, own and operate said Housing Development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge in lieu of property taxes shall be equal to five percent (5%) of the annual shelter rent for the years 2013-2033 or the term of the MSHDA issued tax exempt bonds.

SECTION II. AMENDMENT OF SECTION 7 OF ORDINANCE NO. 94 ENTITLED "DURATION."

Section 7 of the Delhi Charter Township Ordinance No. 94 entitled "Duration," shall be amended to read as follows:

SECTION 7. DURATION. This Ordinance shall commence on August 14, 2011 and continue thereafter for a period of twenty (20) years provided, however, that the Township may cancel the Ordinance should the Township determine that the Sponsor has violated the terms and conditions upon which the Ordinance is adopted.

SECTION III. SURVIVAL OF ORDINANCE NO. 94 AND AMENDMENTS THERETO.

Except for the amendments set forth in this Ordinance, all provisions of Ordinance No. 94 shall remain in full force and effect.

SECTION IV. SEVERABILITY.

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

SECTION V. EFFECTIVE DATE.

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

AYES:

NAYS:

ABSENT:

First Reading: _____, 2014
First Publication: _____, 2014
Second Reading: _____, 2014
Second Publication (Posting): _____, 2014

C. J. Davis, Supervisor

Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. _____, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the ____ day of _____, 2014, and that the same was posted and published as required by law on the ____ day of _____, 2014.

Evan Hope, Clerk

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: May 1, 2014

RE: Resolution No. 2014-005 – Approving Continuing Disclosure Certificate

Enclosed for your review and approval is Resolution No. 2014-005 which approves the Continuing Disclosure Certificate in connection with the issuance of the Green #4 Consolidated Drain Drainage District 2014 Drain Bonds by the Ingham County Drain Commissioner.

The intent of the Green #4 Consolidated Drainage District 2014 Drain Bonds is to pay the costs of replacing, widening, deepening, straightening and extending the Green #4 Drain commencing this year. This drain project was petitioned for by property owners in this district who have repeatedly experienced flooding of their property and/or homes.

Because the Township will be assessed by the Drain Commissioner 15% of the cost associated with the project, the Township is required to disclose pertinent financial information and operating data in order for the Drain Commissioner to be able to issue bonds for the project. This resolution creates a covenant between the Township and the Bondholders wherein the Township agrees to engage in "Continuing Disclosure" during the life of the Bonds for the benefit of the Bondholders. The Continuing Disclosure requirements match those that the Township currently undergoes for the 2011 Refunding Bonds so there will be no real extra effort associated with this request. Therefore, I recommend approval of the same.

Recommended Motion:

To adopt Resolution No. 2014-005 which approves the Continuing Disclosure Certificate in connection with the issuance of the Green #4 Consolidated Drain Drainage District 2014 Drain Bonds.

CHARTER TOWNSHIP OF DELHI
(Ingham County, Michigan)

RESOLUTION NO. 2014-005

RESOLUTION TO AUTHORIZE
CONTINUING DISCLOSURE CERTIFICATE

At a regular meeting of the Delhi Charter Township Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on the 6th day of May, 2014, at 7:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, Green #4 Consolidated Drain Drainage District, Ingham, County, Michigan (the "Drainage District") intends to issue its 2014 Drain Bonds (the "Bonds") for the purpose of paying the costs of constructing improvements to the Green #4 Consolidated Drain (the "Project"); and

WHEREAS, the owners of property and the public corporations in the Drainage District have been assessed a share of the cost of the Project; and

WHEREAS, in connection therewith the Charter Township of Delhi has been asked to enter into a continuing disclosure certificate for the Bonds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Continuing Disclosure Certificate (the "Disclosure Certificate") is approved in substantially the form submitted herewith, with such changes as are approved by the officer of the Township signing the Disclosure Certificate, and the Supervisor, the Clerk/Treasurer, and the

CONTINUING DISCLOSURE CERTIFICATE**CHARTER TOWNSHIP OF DELHI**

§ _____

**GREEN #4 CONSOLIDATED DRAIN DRAINAGE DISTRICT
2014 DRAIN BONDS**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Charter Township of Delhi (the "Township") in connection with the issuance by the Green #4 Consolidated Drain Drainage District, Ingham County, Michigan (the "Issuer") of its 2014 Drain Bonds (the "Bonds"). The Township covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate.

(a) This Disclosure Certificate is being executed and delivered by the Township for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with subsection (b)(5) of the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Certificate shall be deemed to be and shall constitute a contract between the Township and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Township shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

Section 2. Definitions. The following capitalized terms shall have the following meanings:

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

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

"Beneficial Owner" shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

"Bondholder" shall mean the registered owner of any Bonds.

"Dissemination Agent" shall mean the Township or any successor Dissemination Agent appointed in writing by the Township and which has filed with the Township a written acceptance of such appointment.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Certificate, the EMMA Internet Web site address is <http://www.emma.msrb.org>.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Governmental Accounting Standards Board and in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act. As of the date of this Disclosure Certificate, the address and telephone and telecopy numbers of the MSRB are as follows:

Municipal Securities Rulemaking Board
1900 Duke Street, Suite 600
Alexandria, Virginia 22314
Tel: (703) 797-6600
Fax: (703) 797-6700

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2014.

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

“Rule” shall mean Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Counsel” shall mean legal counsel expert in federal securities law.

“State” shall mean the State of Michigan.

Section 3. Provision of Annual Reports.

(a) Each year, the Township shall provide, or shall cause the Dissemination Agent to provide, not later than the date seven months after the end of the Township’s fiscal year, commencing with the Township’s Annual Report for its fiscal year ending December 31, 2013, to the MSRB an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days (or such lesser number of days as is acceptable to the Dissemination Agent) prior to said date, the Township shall provide the Annual Report to the Dissemination Agent (if other than the Township). Currently, the Township’s fiscal year commences on January 1. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Disclosure Certificate; provided, however, that if the audited financial statements of the

Township are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements then most recently prepared for the Township shall be included in the Annual Report.

(b) If the Township is unable to provide to the MSRB an Annual Report of the Township by the date required in subsection (a), the Township shall file a notice, in a timely fashion, with the MSRB, in substantially the form attached as Exhibit A.

(c) If the Township's fiscal year changes, the Township shall file written notice of such change with the MSRB, in substantially the form attached as Exhibit B.

(d) Whenever any Annual Report or portion thereof is filed as described above, it shall be attached to a cover sheet in substantially the form attached as Exhibit C.

(e) If the Dissemination Agent is other than the Township, the Dissemination Agent shall file a report with the Township certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

(f) In connection with providing the Annual Report, the Dissemination Agent (if other than the Township) is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the Annual Report for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

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

(a) The audited financial statements of the Township for its fiscal year immediately preceding the due date of the Annual Report.

(b) An update of the financial information and operating data relating to the Township of the same nature as that contained in the following tables in Appendix __ of the Official Statement: Township Employees; Revenue Sharing; Debt Statement; Debt Provisions; Property Valuations; Tax Increment Finance; Major Taxpayers; Property Taxes; and Tax Levies and Collections.

The Township's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with State law.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the SEC. The Township shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The Township covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in

excess of ten (10) business days after the occurrence of the event and in accordance with the Rule:

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

(b) Whenever the Township obtains knowledge of the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14) or (15), the Township shall as soon as possible determine if such Listed Event would be material under applicable federal securities laws. The

Township covenants that its determination of materiality will be made in conformance with federal securities laws.

(c) If the Township determines that (i) a Listed Event described in subsection (a)(1), (3), (4), (5), (6), (9), (11), (12) or (13) has occurred or (ii) the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14) or (15) would be material under applicable federal securities laws, the Township shall cause a notice of such occurrence to be filed with the MSRB within ten (10) business days of the occurrence of the Listed Event, together with a cover sheet in substantially the form attached as Exhibit D. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Township shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the Township), solely in its capacity as such, is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(e) The Township acknowledges that the “rating changes” referred to in subsection (a)(11) above may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Township is liable.

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

Section 6. Mandatory Electronic Filing with EMMA.

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org> as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Act Release No. 59062 on December 5, 2008.

Section 7. Termination of Reporting Obligation.

(a) The Township’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance or the prior redemption or payment in full of all of the Bonds. If the Township’s obligation to pay a portion of the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the Township, and the Township shall have no further responsibility hereunder.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Township (i) receives an opinion of Securities Counsel, addressed to the Township, to the effect that those portions of the Rule, which require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of

the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) files notice to such effect with the MSRB.

Section 8. Dissemination Agent. The Township, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Except as otherwise provided in this Disclosure Certificate, the Dissemination Agent (if other than the Township) shall not be responsible in any manner for the content of any notice or report prepared by the Township pursuant to this Disclosure Certificate.

Section 9. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(i) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Township, or type of business conducted by the Township;

(ii) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Township shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of

the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Township or the Dissemination Agent (if other than the Township) at the written direction of the Township with the MSRB.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Township from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Township chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Township shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Failure to Comply. In the event of a failure of the Township or the Dissemination Agent (if other than the Township) to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the Township or the Dissemination Agent (if other than the Township) under this Disclosure Certificate, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Certificate shall not constitute a default with respect to the Bonds. Notwithstanding the foregoing, if the alleged failure of the Township to comply with this Disclosure Certificate is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than a majority of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the Township shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Certificate.

Section 12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Township, the Dissemination Agent, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

Section 14. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate, and, in the sole determination of the Township or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the Township or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of such information and notices.

Section 15. Additional Disclosure Obligations. The Township acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Township, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Township under such laws.

Section 16. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

CHARTER TOWNSHIP OF DELHI

By: _____
John Elsinga
Its: Manager

Dated: _____, 2014

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person: Charter Township of Delhi, Michigan

Name of Bond Issue: Green #4 Consolidated Drain Drainage District 2014 Drain Bonds

Date of Bonds _____, 2014

NOTICE IS HEREBY GIVEN that the Charter Township of Delhi has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Certificate with respect to the Bonds. The Charter Township of Delhi anticipates that the Annual Report will be filed by _____, ____.

CHARTER TOWNSHIP OF DELHI

By: _____

Its: _____

Dated: _____, ____

EXHIBIT B

NOTICE OF CHANGE IN TOWNSHIP'S FISCAL YEAR

Name of Obligated Person: Charter Township of Delhi, Michigan

Name of Bond Issue: Green #4 Consolidated Drain Drainage District 2014 Drain Bonds

Date of Bonds _____, 2014

NOTICE IS HEREBY GIVEN that the Charter Township of Delhi's fiscal year has changed. Previously, the Charter Township of Delhi's fiscal year ended on _____. It now ends on _____.

CHARTER TOWNSHIP OF DELHI

By: _____

Dated: _____, _____

Its: _____

EXHIBIT C

ANNUAL REPORT COVER SHEET

This cover sheet and the attached Annual Report or portion thereof should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(A) and (B).

Issuer's /Other Obligated Person's Name: Charter Township of Delhi

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which the attached Annual Report relates: _____

Number of pages of the attached Annual Report or portion thereof: _____

Name of Bond Issue to which the attached Annual Report relates: Green #4 Consolidated Drain Drainage District 2014 Drain Bonds

Date of such Bonds: _____, 2014

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Employer: _____

Address: _____

Township, State, Zip Code: _____

Voice Telephone Number: _____

EXHIBIT D

EVENT NOTICE COVER SHEET

This cover sheet and the attached Event Notice should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: Charter Township of Delhi

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which the attached Event Notice relates: _____

Number of pages of the attached Event Notice: _____

Description of the attached Event Notice (Check One):

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

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

Township, State, Zip Code: _____

Voice Telephone Number: _____

Please format the Event Notice attached to this cover sheet in 10 point type or larger. Contact the MSRB at (202) 223-9503 with questions regarding this form or the dissemination of this notice.



**Delhi Charter Township
Department of Community Development**

MEMORANDUM

TO: John B. Elsinga, Township Manager

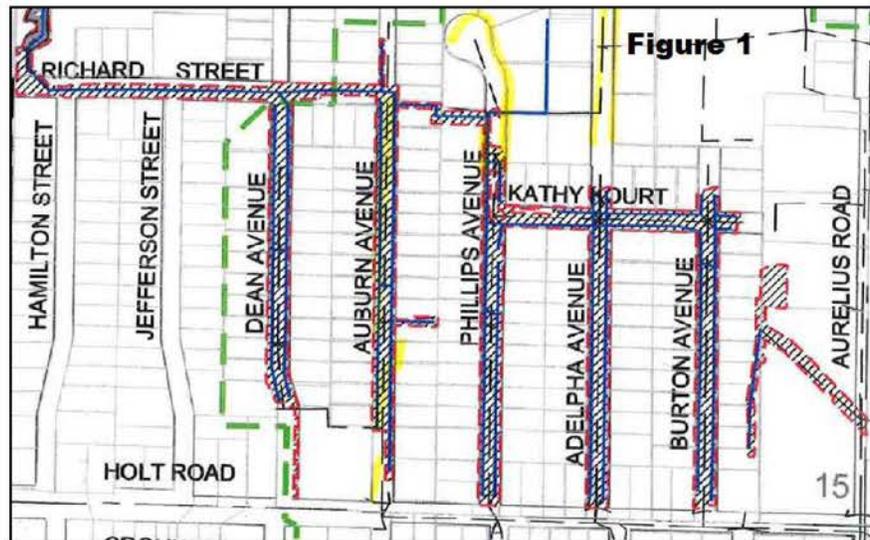
FROM: Tracy L.C. Miller, Director of Community Development

DATE: May 1, 2014

RE: Green Drain #4 – Sidewalk Agreement

Attached is the proposed agreement between the Ingham County Drain Commissioner's (ICDC) office and Delhi Township. This agreement addresses the construction of sidewalks in conjunction with the road improvement project made necessary by the ICDC's drain project. The area of proposed sidewalk installation is shown in Figure 1 herein, but essentially includes Richard Street, Dean, Auburn, Phillips, Adelpha and Burton Avenues, as well as Kathy Court. The sidewalk will be on both sides of the street.

The proposed sidewalk project will cost an estimated \$318,327.70. As has been previously discussed, this amount includes design, engineering, construction and project oversight by the ICDC. The project is included in the ICDC's contract for the entire drain project, which is why the attached agreement is necessary. It is my



understanding that the Township Board intends to provide the necessary funding for this project and that the costs will not be passed onto the individual property owners.

As you are aware, the Township has a Complete Streets Ordinance which requires that the Township consider including sidewalks or other similar infrastructure anytime a road improvement project is undertaken. A copy of this Ordinance is attached for your reference. In this case, the drain project will result in the reconstruction of roadways within the project area. This constitutes a "road improvement" pursuant to the terms of the Complete Streets Ordinance.

Installation of sidewalks is probably the most common installation that would be considered as a mechanism for facilitating the implementation of the Complete Streets Ordinance. However, in some locations, bike lanes, non-motorized pathways or similar could be considered. That being said, for this project the installation of sidewalks appears to be the most feasible way to achieve the purpose of the Ordinance.

Assuming that the Township Board wants to move forward with this project, the next step would be to authorize execution of the agreement. It has been review by Township legal counsel and is acceptable as to form. As always, if you have questions, or would like additional information, please don't hesitate to ask. Otherwise, please forward this information to the Township Board for their consideration and action at the upcoming May 6th meeting. Thank you.

Recommended Motion:

To approve the Agreement between the Ingham County Drain Commissioner, on behalf of the Green #4 Consolidated Drain Drainage District and Delhi Charter Township for the installation of sidewalks in the Green #4 Consolidated Drain District as stipulated and pursuant to the terms of the Complete Street Ordinance.

AGREEMENT

This Agreement dated _____, 2014, by and between the **Ingham County Drain Commissioner** (“ICDC”), on behalf of the **Green #4 Consolidated Drain Drainage District** (the “Drainage Districts”), and **Delhi Charter Township** (the “Township”), do hereby state the following:

WHEREAS, petitions have been filed with the ICDC for improvements, maintenance and consolidation to the Green # 4 Consolidated Drain (the “Drain”); and

WHEREAS, the Drain is an established county drain under the Public Act 40 of 1956, as amended, (the “Drain Code”) and is under the jurisdiction of the ICDC; and,

WHEREAS, on November 29, 2011, a Board of Determination signed an Order of Necessity determining that the improvements, maintenance and consolidation of the Drain were necessary and conducive to the public health, convenience or welfare and further found that the improvements, maintenance and consolidation of the Drain were necessary and conducive to the public health of Delhi Charter Township; and

WHEREAS, the ICDC has proceeded on the Board of Determination’s Order of Necessity and has designated the drain improvement, maintenance and consolidation as the Green # 4 Consolidated Drain Maintenance and Improvement Project (the “Project”).

WHEREAS, the Township requested that sidewalks be installed in coordination with the Project for the purpose of construction and economic efficiencies, and as part of the Township’s Complete Street Program, and the Township further agreed to pay the full costs related to the sidewalks including design, construction and construction administration; and

WHEREAS, the Township understands and agrees that it is also subject to an assessment at large for the cost of the improvements, maintenance and consolidation of the Drain for the benefit of public health; and

WHEREAS, the ICDC has received bids for the Project including a bid for the construction of the sidewalks the total of which sidewalks is approximately 67,219 square feet subject to any change orders approved by ICDC and the Township as identified below; and

WHEREAS, the bid amount for the construction of the sidewalks is \$276,806.70 and the cost for the design and construction administration of the sidewalks is \$41,521.00. The total cost for the sidewalk construction, design and construction administration is \$318,327.70; and

WHEREAS, the construction documents require the ICDC to make payments, including progress payments, for the construction of the sidewalks upon the submission and approval of applications for payment from the contractor.

NOW THEREFORE IT IS HEREBY AGREED that:

1. The Township shall pay the Drainage District the entire amount of the design and construction administration of \$41,421.00 by _____, 2014.
2. With respect to the construction costs for the sidewalk, the Township may either:
 - a. Pay the entire construction cost of \$276,806.70 by _____ and pay any change orders approved by ICDC and the Township by _____; or
 - b. Upon receipt and approval of an application for payment from the contractor for the sidewalks, ICDC shall submit such application to the Township and the Township shall pay the Drainage District the full amount of the application for payment, including any change order(s) approved by ICDC and the Township, within 10 days of the submission of the application for payment to the Township. Upon final completion of the sidewalks and approval of the same by ICDC and the Township, the Township shall make a final payment for the full amount of the sidewalks, including any approved change order(s), to ICDC within 10 days of submission to the Township.
3. The Township understands and agrees that it is also subject to an assessment at large for the cost of the improvements, maintenance and consolidation of the Drain.
4. The parties agree that they have each had the opportunity to contribute to the drafting of this Agreement and, as a result, any ambiguity shall not be construed against either party.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
6. The parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement.
7. This Agreement shall become effective upon its execution by both the Township and the ICDC, on behalf of the Drainage District, and shall be binding upon the heirs, successors, and assigns of each party.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

GREEN #4 CONSOLIDATED DRAIN
DRAINAGE DISTRICT

BY: Patrick E. Lindemann
INGHAM COUNTY DRAIN COMMISSIONER

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

Acknowledged before me, a Notary Public, this ____ day of _____, 2014 by
Patrick E. Lindemann, Ingham County Drain Commissioner.

_____, Notary Public
State of Michigan, County of _____
My Comm. Expires: _____
Acting in the County of _____

The terms and conditions above have been reviewed and are accepted by the undersigned who represents that he/she is duly authorized to sign and to legally bind the Township to the specified terms and conditions herein.

DELHI CHARTER TOWNSHIP

BY: Evan Hope

Its: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

Acknowledged before me, a Notary Public, this ____ day of _____, 2014 by Evan Hope, Delhi Charter Township Clerk.

_____, Notary Public
State of _____, County of _____
My Comm. Expires: _____
Acting in the County of _____

The terms and conditions above have been reviewed and are accepted by the undersigned who represents that he/she is duly authorized to sign and to legally bind the Township to the specified terms and conditions herein.

DELHI CHARTER TOWNSHIP

BY: C.J. Davis
Its: Supervisor

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

Acknowledged before me, a Notary Public, this ____ day of _____, 2014 by
C.J. Davis, Delhi Charter Township Supervisor.

_____, Notary Public
State of _____, County of _____
My Comm. Expires: _____
Acting in the County of _____

DELHI CHARTER TOWNSHIP
INGHAM COUNTY, MICHIGAN
ORDINANCE NO. 123
COMPLETE STREETS ORDINANCE

PREAMBLE

AN ORDINANCE INTENDED TO ENCOURAGE HEALTHY, ACTIVE LIVING, REDUCE TRAFFIC CONGESTION AND DEPENDENCE ON FOSSIL FUELS, AND IMPROVE THE SAFETY AND QUALITY OF LIFE FOR RESIDENTS OF DELHI CHARTER TOWNSHIP BY PROVIDING SAFE, CONVENIENT AND COMFORTABLE ROUTES FOR MULTIPLE MODES OF TRANSPORTATION, INCLUDING BUT NOT LIMITED TO, WALKING, BICYCLING, PERSONAL VEHICLES AND PUBLIC TRANSPORTATION.

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

SECTION 1. TITLE.

This Ordinance shall be known as the Delhi Charter Township Complete Streets Ordinance.

SECTION II. DEFINITIONS.

The following words, terms and phrases, when used in this Ordinance, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Complete Streets Infrastructure means roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle.

Street Project means the construction, reconstruction, retrofit, or alteration, and includes the planning, design, approval, and implementation processes, except that "Street Project" does not include maintenance such as cleaning, sweeping, mowing, spot repair, or interim measures on detour routes.

Users means legal users of the public right-of-way, including pedestrians, bicyclists, motor vehicle drivers, public transportation riders and drivers, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

SECTION III. PURPOSE.

The purposes of this Ordinance are as follows:

1. To promote public health, safety, comfort, convenience, and general welfare of the community by providing opportunities for walking, bicycling, personal vehicular transportation and public transportation.
2. To encourage increased use of non-motorized modes of transportation.
3. To enable convenient travel as part of daily activities.
4. To improve the public welfare by addressing a wide array of health and environmental problems, and meet these needs for all constituents within the Township.
5. To provide for the orderly growth and harmonious development of the Township consistent with the comprehensive development plan and the zoning ordinance; and to secure adequate traffic circulation to the streets and highways.
6. To achieve the maximum utility and livability on individual parcels and within the community as a whole.
7. To continue to develop within the Township the Complete Streets Infrastructure that is vital to the creation of a sense of place within the community.
8. To provide logical procedures for the achievement of these purposes.

SECTION IV. REQUIREMENT FOR COMPLETE STREETS INFRASTRUCTURE

1. The Township shall make complete streets practices a routine part of operations, shall approach every transportation project and program as an opportunity to improve public and private streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve complete streets. The Township shall work in partnership with the Ingham County Department of Transportation and Roads to facilitate implementation of Complete Streets to the extent feasible, pursuant to this Ordinance.
2. The Township shall prioritize projects that are near public service areas (e.g. schools, government facilities, libraries, public health facilities, parks, hospitals, farm markets, etc.).
3. To the extent possible, every street project on public or private streets shall consider complete streets infrastructure sufficient to enable reasonably safe travel along and across the road right-of-way for each category of users; provided, however, that such infrastructure may be excluded, upon agreement of the Township and the Ingham County

Department of Transportation and Roads, subject to each agency's powers and duties, where documentation and data indicate that:

- a. Use by non-motorized users is prohibited by law.
 - b. The cost would be excessively disproportionate to the need or probable future use over the long term, or funding is simply not available.
 - c. There is an absence of future need.
 - d. Inclusion of complete streets infrastructure would be unreasonable or inappropriate in light of the scope of the project.
 - e. Implementation of complete streets infrastructure is not possible due to physical restraints imposed by the project area.
4. As feasible pursuant to sub-section (3) directly above, the Township shall incorporate complete streets infrastructure into existing public and private streets to improve the safety and convenience of users, construct and enhance the transportation network for each category of users, and create a walkable community.
 5. As feasible pursuant to sub-section (3) above, if the safety and convenience of users can be improved within the scope of a street project that includes pavement resurfacing, re-striping, or signalization operations, such projects shall implement complete streets infrastructure to increase safety for users.
 6. The Township shall review and either revise or develop proposed revisions to all appropriate plans, zoning and subdivision codes, laws, procedures, rules, regulations, guidelines, programs, templates, and design manuals, including the Master Plan and Non-Motorized Transportation Plan of the Township to integrate, accommodate, and balance the needs of all users in all street projects on public and private streets. This shall be done throughout the normal course of such revisions.

SECTION V. DATA COLLECTION, STANDARDS, AND PUBLIC INPUT.

1. The Township has collected data and significant public input. Based on that data and public involvement the Township has adopted a Non-Motorized Transportation Plan which outlines the desired Complete Streets Infrastructure throughout the Township. Like any planning document, it may be amended and/or updated from time to time.
2. The Township shall continue encourage public participation in decisions concerning the design and use of streets.
3. The Township shall work in concert with the Ingham County Department of Transportation and Roads when evaluating future roadway projects for the inclusion or feasibility of complete streets infrastructure.

4. All initial planning and design studies, development proposals, health impact assessments, environmental reviews, or other reviews for projects requiring funding and/or approval by the Township shall:
 - a. Evaluate the effect of the proposed project on safe travel by all users, and
 - b. Identify measures to mitigate any adverse impacts on such travel that are identified, and
 - c. Achieve implementation of Complete Street Infrastructure to the extent feasible.

SECTION VI. SEVERABILITY.

Sections of this Ordinance shall be deemed to be severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid. Further, nothing in this Ordinance shall be interpreted to conflict with state statutes on the same subject matter. Conflicting provisions of this Ordinance shall be abrogated to, but only to, the extent of the conflict. If any part of this Ordinance is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision. Such holding shall not affect the validity of the remaining portions thereof, and the remainder of the Ordinance shall remain in force.

SECTION XXI. SAVINGS CLAUSE.

The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the Ordinance provisions in effect prior to the effective date of this Ordinance. Penalties which have been incurred and prosecutions for violations of law occurring before the effective date of this Ordinance are not abated by this Ordinance.

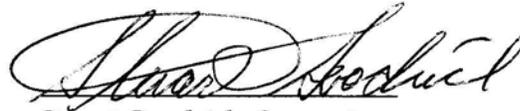
SECTION XXII. EFFECTIVE DATE.

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

Ayes: Warfield, Bajema, Goodrich, Hayhoe, Ketchum, Sweet
Nay: None
Absent: Hope

First Reading: June 5, 2012
First Publication: June 10, 2012
Second Reading: June 19, 2012
Second Publication: June 24, 2012
Effective Date: July 24, 2012

Adopted by the Delhi Charter Township Board of Trustees at a regular meeting held on the 19th day of June, 2012 at 7:30 p.m.


Stuart Goodrich, Supervisor


Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 123, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the 19th day of June, 2012, and that the same was published as required by law on the 10th and 24th day of June, 2012.


Evan Hope, Clerk



**Delhi Charter Township
Department of Community Development**

MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: May 1, 2014

RE: ADA Transition Plan – C2AE Proposal for Services

In 2013 we became aware that the Township is required to develop an ADA Transition Plan (ADATP) for existing sidewalk curb ramps located within the public right-of-way throughout the community. We were initially made aware of this requirement by the Ingham County Road Department, and we subsequently verified exactly what needs to occur with the help of Township legal counsel. We discussed this collectively during the budget process and the 2014 budget does include \$40,000 in funding for the development of the ADATP.

Our ADATP is required to include several key components. First, it must identify curb ramps within the Township that don't meet ADA specifications. This is referred to as the "inventory". Second, the plan must describe the methods that the Township will use to make corrections to those ramps that don't currently comply. The ADATP must also specify a schedule for physically undertaking these improvements (i.e. doing the construction repairs). Finally, the plan must designate an official who will be responsible for implementation of the plan.

Developing the inventory and determining a prudent course forward for the correction schedule requires detailed information. It is not always easy to identify a ramp that does not comply with ADA requirements. For example, it is extremely difficult to know, without the benefit of survey data, whether a cross-slope is 2% or 2.5%. However, this small difference determines whether or not a specific ramp would be in compliance or not. We know from previous sidewalk repair work, that replacing existing ramps with ADA compliant ones is an expensive proposition. Since we will be required to develop a schedule, and eventually a budget, for the replacement of all non-compliant ramps, it is extremely important that we include only those ramps that are truly non-compliant in our ADATP inventory. In order to ensure that the inventory is accurate we will need to engage professional services.

To that end, attached please find a proposal from C2AE. The proposal includes developing the ADATP and conducting the necessary inventory of sidewalk ramps. It also includes developing cost estimates upon which we can base our schedule for making the necessary construction repairs. It is important that we understand the costs associated with the needed repairs so that we can; 1) develop a realistic repair schedule, and 2) ensure that future budgets include the appropriate dollar amounts for this work. For example, we would not want to say in our ADATP

that all repairs would be made in two years if the cost for actually completing the work was prohibitive. Instead, we would need to spread those costs out over a longer period of time. The important thing is that there needs to be coordination between our ADATP timeline and our actual budget process. Without accurate data and good repair cost estimates, this objective can't be attained.

C2AE proposes to use mobile LiDAR to obtain the necessary survey data for all the necessary sidewalk ramps. Basically, what this means is that their subcontractor will drive a vehicle, which is equipped with the mobile LiDAR unit, down each street in the Township that has sidewalks. The LiDAR unit will capture survey grade 3D data of the sidewalks and ramps, but also of everything else within about 50' of the road. I've included one of the promotional pieces that's used to explain what this collected data looks like for your reference. However, the important thing to know is that, while for this project we'll be primarily interested in just the curb ramps, we will also be capturing survey data for everything else along the way. This data could be useful for other projects in the future. For example, if we had completed this project prior to beginning the Ram Trail project, we would not have needed to do the expensive survey work in advance of starting that project. Another example would include a specially assessed road improvement project. Having the LiDAR data available for use by the Ingham County Road Department could reduce the overall cost of the project by eliminating the need for additional surveying. This would likely result in a savings to the home owners.

For these reasons, C2AE's proposal includes two different options. The first option (Option 1) includes the LiDAR capture of data only on those roads in the Township where there is existing sidewalk. This accounts for approximately 60 miles of roads. The second option (Option 2) includes the capture of LiDAR data for all of the public roads within the Township, including approximately 99 additional miles of roadway that does not have adjacent sidewalks. The proposed cost for Option 1 is \$38,950. The additional data capture associated with Option 2 costs \$58,050, which is an increase of \$19,100 over Option 1.

While it can't be said for certain that the additional data will be highly useful, it appears likely that it will end up paying for itself over the next couple of years. This is based on the fact that survey work associated with even one project, such as a sidewalk along the north side of Holt Road or a trail along a roadway, represents a significant expense. With this in mind, it appears to make sense that if funding is available, Option 2 be selected.

Please let me know if there is any additional information that you would find useful. Otherwise, I would request that you forward this to the Township Board for their consideration and action at the upcoming May 6th meeting. Thank you.

Recommended Motions on Next Page.

Recommended Motion for Option 1:

To approve the Proposal for Professional Engineering Services from C2AE for a Township-wide Sidewalk ADA Transition Plan Study and Recommendations for approximately 60 miles in the amount of \$38,950.

-OR-

Recommended Motion for Option 2:

To approve the Proposal for Professional Engineering Services from C2AE for a Township-wide Sidewalk ADA Transition Plan Study and Recommendations for approximately 159 miles including non-state roads in the amount of \$58,050.



April 30, 2014

Ms. Tracy Miller
Delhi Charter Township
2074 Aurelius Road
Holt, Michigan 48842-6320

Re: Proposal for Professional Engineering Services – Study and Recommendations
Township-wide Sidewalk ADA Transition Plan
Delhi Charter Township

Dear Ms. Miller:

We are pleased to submit our proposal for professional services for the Township-wide Sidewalk ADA Transition Plan. The project will generally include a full review of township-owned sidewalk facilities for compliance with standards established by the Americans with Disabilities Act, culminating in general recommendations for budgeting to bring any non-compliance facilities up to standard.

We have structured our proposal to include our project understanding, a scope of services and corresponding completion and fee schedules for the project study phase.

We appreciate the opportunity to submit our proposal for consideration and look forward to our continued relationship with you on this project. If the terms stated in this proposal are acceptable, please return a signed copy to authorize our services and as your notice to proceed.

If you have questions regarding our proposal, please contact us. Thank you.

Sincerely,

C2AE

A handwritten signature in blue ink, appearing to read 'Adam D. Falkowski'.

Adam D. Falkowski, PE
Project Manager

A handwritten signature in blue ink, appearing to read 'Roger F. Marks'.

Roger F. Marks, PE
Director

RFM/BAD

ACCEPTED: DELHI CHARTER TOWNSHIP,
MICHIGAN

BY: _____

DATE: _____



Project Understanding

On August 1, 2013, Delhi Charter Township received an opinion from their attorney, Mr. Gordon W. VanWieren, Jr., of Thrun Law firm regarding two items: whether the Township should prepare an ADA transition plan encompassing all sidewalk facilities in the Township; and whether a comprehensive audit of the facilities is required; or a general plan of action would be sufficient to comply with Americans with Disabilities Act of 1990, as amended. The opinion generally recommended that a transition plan be created which includes a plan and expected budget to bring all facilities into compliance over a define period of time.

Project Scope of Services

- **Progress Meetings:** Conduct progress meetings with the Township to review the project status and to incorporate Township input. C2AE anticipates the need for three progress meetings during the course of the design.
- **Progress Reports:** Submit monthly progress reports, which include work accomplished during the month, anticipated work elements for next month, input required from the Township, Township decisions and directives, identified project challenges, and budget and schedule status.

Project Scoping and Study:

1. **Kick-Off Meeting:** Meet with the Township staff to identify the project stakeholders and review the project requirements, including the scope of services and schedule.
2. **Geotechnical Investigations:** Soils investigations will not be completed as a part of this phase. Available existing information supplied by the Township, however, will be reviewed and considered in the budget recommendations.
3. **Project Scoping:** Utilize available existing information to provide the Township with detailed options and recommendations for final study deliverables.
4. **Field Investigations:** Conduct field investigations to confirm and collect existing physical project information and to identify construction limits and miscellaneous curb/gutter removal and replacement limits. This work will be performed with the aid of Mobile LiDAR scanning.
 - Mobile LiDAR scanning – Collect point cloud scans across all corridors that include sidewalks to be studied. Utilize in-office processing to review ADA compliance and identify areas requiring work.
5. **Mapping:** Utilize existing mapping supplied the Township in electronic format to locate existing facilities and particular points of discovered non-compliance.
6. **Preliminary Design:** Utilize the base plans to prepare the preliminary design, including trail, sidewalk, ADA ramp, and drainage treatments for the proposed project.
7. **Cross Sections:** Develop a typical cross section for the proposed sidewalk as a general reference for future detailed design.
8. **Budget Opinion of Probable Construction Cost:** Develop general conceptual project quantities and prepare an opinion of probable construction cost for budgeting purposes.
9. **Report:** Furnish a report of findings that includes an overview of the study process, findings, mapping, budget results for the full compliance plan, and recommendations. Included with the



report will be the specific ADA Transition Plan for bringing Township sidewalks into full ADA compliance.

Assumptions

- There are approximately 522,000 linear feet of sidewalk to include in the study. Nearly all of it is in a corridor where sidewalk is on both sides of the street.
- Mobile LiDAR is being provided for the 159 miles of roads in the Township.
- One Township Board meeting presentation of findings is included in this proposal.
- The 2012 Standard Specifications for Construction, Michigan Department of Transportation and associated standard plans and special provisions will be utilized as the basis for the budgeting process.
- No bidding or construction documents are included in this project.
- The study is limited to facilities within the public rights-of-way or Township easements that are under Township authority.
- The Township will decide the period of the budgeted transition plan prior to final assembly of the budget and resulting report.



Implementation Schedule/Fee for Services

Implementation Schedule

We propose to complete the services, as outlined herein, in accordance with the following:

Authorization to Proceed	May 6 th , 2014
Submit Draft Report for Review	August 29 th , 2014
Submit Final Report for Township action in 2015 budgeting	October, 2014

Fee for Services

We propose to provide the services, as outlined herein, in accordance with the following:

Option 1 – The scanning/survey includes roads in the Township with sidewalks (approximately 60 miles):

<u>Description</u>	<u>Fee</u>	<u>Fee Basis</u>
Field Data	\$15,500 (1)	Time-and-materials Not-to-exceed
Study Mapping and Report	<u>\$23,450</u>	Time-and-materials Not-to-exceed
Total	\$38,950	

Option 2 – The scanning/survey includes non-state roads in the Township (approximately 159 miles)

<u>Description</u>	<u>Fee</u>	<u>Fee Basis</u>
Field Data	\$34,600 (1)	Time-and-materials Not-to-exceed
Study Mapping and Report	<u>\$23,450</u>	Time-and-materials Not-to-exceed
Total	\$58,050	

(1) A value of \$3,000 was provided by our subconsultant for splitting the mobilization between multiple projects in the Township.

Invoices will be forwarded on a monthly basis reflecting the level of work completed and are due upon receipt.



**Standard Contract Provisions
Design and Construction Services**

The parties to this agreement, C2AE, Lansing, Gaylord, Grand Rapids, Escanaba, and Kalamazoo, Michigan, hereinafter called the A|E CONSULTANT and Delhi Charter Township of Holt, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. **Limit of Scope:** The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. **Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. **Additional Services:** Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. **Standard of Care:** In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. **ADA Compliance:** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. **Code Compliance:** The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. **Permits and Approvals:** The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. **Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's



opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are



subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$63,000**.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. Full-Time Construction Observation: The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. **Jobsite Safety:** Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- V. **Hazardous Materials:** As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

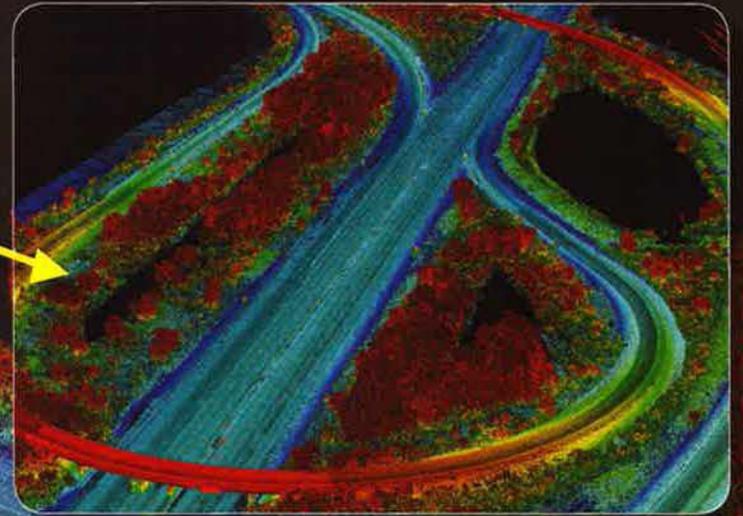
The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.



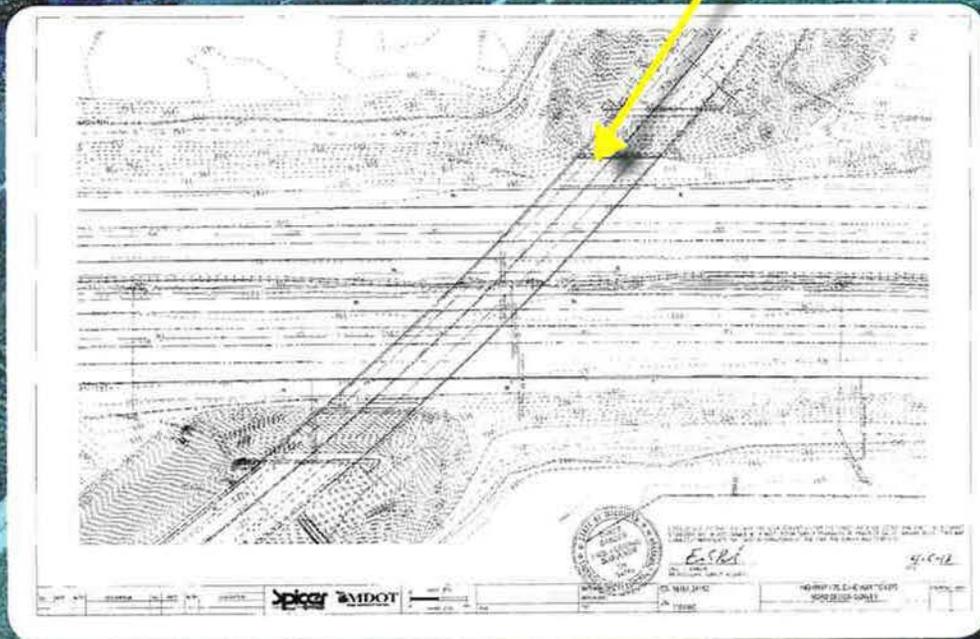
- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

LiDAR data colored by elevation



Standard CAD drawing



I-75 Ground-Based Mobile LiDAR Survey

As part of a major highway revitalization project, Spicer Group was hired by MDOT to complete an edge-to-edge hard surface and right-of-way survey on a 7.5-mile-section of I-75 in Monroe County. The design survey was completed using traditional methods and multiple survey crews. Spicer used LiDAR data collection for the traveled highway portion using a truck-mounted mobile LiDAR system.

KEY DELIVERABLES

- Limited the need to close lanes, place surveyors in dangerous high-traffic areas, and eliminated the need for traffic control measures
- Collected X,Y and Z data on everything visible at a rate of 600,000 points per second
- Took only a couple of hours to collect all required data
- 45 lane miles of LiDAR data was collected and processed including primary and intermediate control, and targeting.
- 460 LiDAR targets were established and approximately 35 miles of digital leveling was completed.
- Resulting LiDAR point cloud was validated to under 0.06 of a foot at the 95% confidence level

M-20 Mobile LiDAR Project

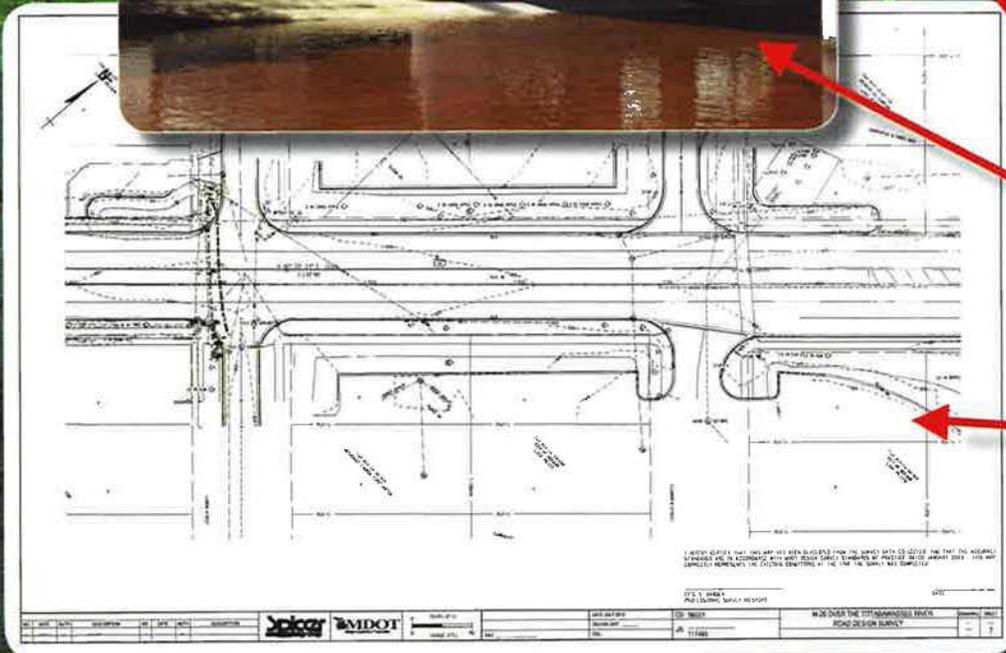
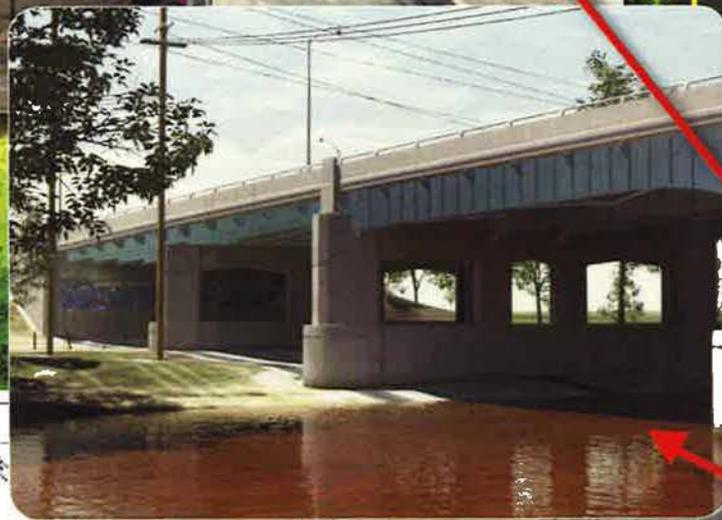
Spicer Group provided mobile LiDAR services to support the complete design survey for approximately 4,000 linear feet of four-lane barrier-divided highway in Midland, MI. Mobile LiDAR services were specifically used to keep surveyors out of heavily travelled lanes and the colorized LiDAR point cloud was used to develop 3D virtual animations representing the existing conditions of the bridge. Spicer Group was the design survey consultant responsible for all aspects of the surveying component of the project.

KEY DELIVERABLES

- 3-D Microstation drawings meeting MDOT specifications
- True-color LiDAR dataset used to develop existing and proposed models and animations
- Animations were a huge asset when presenting design alternatives to the public
- Extremely detailed models of the bridge were developed as a result of the high-resolution LiDAR dataset

3D virtual model developed from LiDAR data

Standard CAD drawing



DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: May 1, 2014

RE: Amendment No. 2 to Resolution No. 2013-018 – FY 2014 General Fund Budget

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2013-018 for the FY 2014 General Fund Budget.

Revenues are projected to increase by \$147,100 as a result of the 2013 Capital Improvement Bonds and lease proceeds from the new copy machine.

Expenditures are expected to increase \$140,000 in Infrastructure for the Green Drain Sidewalk project, increase in Planning/Community Development \$16,000 for the Holt Road property purchase, increase \$59,680 in Other Functions for the storm debris pickup and new copy machine lease and increase \$137,620 for the DDA bonds the Township will now be assuming for a total increase in expenditures of \$353,300.

The net changes will result in a decrease in fund balance from \$5,447,048 to \$5,240,848.

RECOMMENDED MOTION:

To adopt Amendment No. 2 to Resolution No. 2013-018 for the Fiscal Year 2014 General Fund Budget.

DELHI CHARTER TOWNSHIP
RESOLUTION NO. 2013-018
F.Y. 2014 GENERAL FUND BUDGET
AMENDMENT NO. 2

At a regular meeting of the Delhi Charter Township board held on Tuesday, May 6, 2014 at 7:30 p.m., the following motion was offered by to amend the Fiscal Year 2014 General Fund Budget as follows:

Present:

Absent:

	2014 Adopted Budget	1st Budget Request	2nd Budget Request	2014 Amended Budget
Revenue				
TAXES	\$ 2,836,100	\$ -	\$ -	\$ 2,836,100
GRANTS AND REVENUE SHARING	1,904,300	35,810	-	1,940,110
OTHER REVENUE	1,016,000	-	-	1,016,000
CHARGES FOR SERVICES	683,550	-	-	683,550
FRANCHISE FEES	440,000	-	-	440,000
INTERGOV-LOCAL	18,000	-	137,620	155,620
LICENSES & PERMITS	163,200	-	-	163,200
INTEREST AND RENTALS	18,650	-	-	18,650
FINES & FORFEITURES	18,000	-	-	18,000
Total Revenue	<u>7,097,800</u>	<u>35,810</u>	<u>137,620</u>	<u>7,271,230</u>
Expenditures				
Legislative	108,140	-	-	108,140
Manager	331,280	-	-	331,280
Accounting	157,170	-	-	157,170
Clerk	240,110	-	-	240,110
Information Technology	342,180	-	-	342,180
Treasurer	253,220	-	-	253,220
Assessing	348,890	-	-	348,890
Elections	71,360	-	-	71,360
Bldg & Grds	515,830	6,340	-	522,170
Cemetery	122,540	2,460	-	125,000
Stormwater	391,280	2,160	-	393,440
Infrastructure	1,008,190	-	140,000	1,148,190
Comm Dev	652,270	50,000	16,000	718,270
Parks Admin	193,830	-	-	193,830
Parks	517,100	113,110	-	630,210
Recreation	175,000	-	-	175,000
Other Functions	326,600	-	59,680	386,280
Debt Service	39,740	-	137,620	177,360
Total Expenditures	<u>5,794,730</u>	<u>174,070</u>	<u>353,300</u>	<u>6,322,100</u>
Other Financing Sources (Uses)				
Sale of Fixed Asets	85,000	-	-	85,000
Capital Lease	-	-	9,480	9,480
Transfer Out to Fire Fund	(733,640)	-	-	(733,640)
Transfer Out to Police Fund	(1,352,340)	-	-	(1,352,340)
Total Other Financing Sources (Uses)	<u>(2,000,980)</u>	<u>-</u>	<u>9,480</u>	<u>(1,991,500)</u>
Revenues Over (Under) Expenditures	(697,910)	(138,260)	(206,200)	(1,042,370)
Fund Balance, Beginning	6,283,218	-	-	6,283,218
Fund Balance, Ending	<u>\$ 5,585,308</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,240,848</u>

AYES:

NAYS: None

ABSENT: None

The foregoing Resolution declared adopted on May 6th, 2014.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 6th day of May, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 6th day of May 2014.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	2014	Budget	2014	Notes
		Amended Budget	Request #2	Amended Budget	
Fund 101 - GENERAL FUND					
ESTIMATED REVENUES					
101-000.00-403.000	CUR REAL & PERS PROP TAX	2,403,000		2,403,000	
101-000.00-404.000	IFT/CFT & SERVICE FEES	15,000		15,000	
101-000.00-423.000	TRAILER PARK FEES	5,100		5,100	
101-000.00-445.000	DELQ TAX	5,000		5,000	
101-000.00-445.005	DELINQUENT INTEREST & PENALTY	23,000		23,000	
101-000.00-447.000	PROPERTY TAX ADMIN FEE	385,000		385,000	
101-000.00-451.000	BUILDING PERMITS	68,000		68,000	
101-000.00-453.000	SOIL EROSION & SEDIMENTATION	15,000		15,000	
101-000.00-455.000	ELECTRICAL PERMIT FEES	21,000		21,000	
101-000.00-456.000	PLUMBING PERMIT FEES	13,000		13,000	
101-000.00-457.000	MECHANICAL PERMIT FEES	23,000		23,000	
101-000.00-458.000	FIRE INSPECTION FEES	1,800		1,800	
101-000.00-460.000	FIRE DEPT. BURNING PERMITS	2,500		2,500	
101-000.00-476.000	MISC LICENSES, PERMITS & FEES	3,300		3,300	
101-000.00-570.000	STATE GRANTS-MISC	35,810		35,810	
101-000.00-574.020	STATE REV SHAR-SALES CONSTIT.	1,852,700		1,852,700	
101-000.00-574.021	STATE REV SHAR-SALES STATUTORY	41,600		41,600	
101-000.00-574.030	RETURNABLE LIQ LICENSE FEES	9,900		9,900	
101-000.00-574.040	STATE SHARED REV-RIGHT OF WAY	10,000		10,000	
101-000.00-587.000	DISTRICT LIBRARY CONTRIBUTIONS	18,000		18,000	
101-000.00-620.000	RENTAL REGISTRATION & INSPECT	98,000		98,000	
101-000.00-623.000	REZONING APPLICATION FEES	1,000		1,000	
101-000.00-624.000	SPECIAL USE PERMITS	3,700		3,700	
101-000.00-625.000	BOARD OF APPEAL FEES	1,000		1,000	
101-000.00-628.000	SITE PLAN REVIEW FEES	5,000		5,000	
101-000.00-631.000	FIRE INSPECTIONS	5,000		5,000	
101-000.00-632.000	FIRE DEPARTMENT SERVICE FEES	41,500		41,500	
101-000.00-632.010	FIRE DEPT EDUCATIONAL REVENUE	3,500		3,500	
101-000.00-633.000	AMBULANCE FEES	660,000		660,000	
101-000.00-634.000	CEMETERY - BURIAL FEES	23,000		23,000	
101-000.00-635.000	CEMETERY - LOT SALES	15,000		15,000	
101-000.00-642.000	TREE PROGRAM SALES	5,000		5,000	
101-000.00-651.010	RECREATION FEES	62,000		62,000	
101-000.00-651.020	PARKS FACILITY FEES	6,000		6,000	
101-000.00-651.060	SENIOR CITIZEN EVENT REVENUE	25,000		25,000	
101-000.00-660.000	CODE ENFORCEMENT REVENUE	18,000		18,000	
101-000.00-664.000	INTEREST	1,000		1,000	
101-000.00-669.020	COMMUNICATION TOWER LEASE	17,650		17,650	
101-000.00-672.010	STREETLIGHT SPECIAL ASSESSMENT	282,400		282,400	
101-000.00-672.020	BLACKTOP & ROAD SPECIAL ASSESS	25,600		25,600	
101-000.00-672.030	SIDEWALK ASSESSMENTS	7,000		7,000	
101-000.00-673.000	SALE OF FIXED ASSETS	85,000		85,000	
101-000.00-687.000	REFUNDS/REBATE/REIMBURSE	27,000		27,000	
101-000.00-694.000	MISCELLANEOUS REVENUE	4,100		4,100	
101-000.00-694.010	TRI-COUNTY METRO REIMBURSE	10,000		10,000	
101-000.00-694.020	CABLE FRANCHISE FEES	300,000		300,000	
101-000.00-694.025	AT&T FRANCHISE FEE	25,000		25,000	
101-000.00-694.030	BWL FRANCHISE FEE	115,000		115,000	
101-000.00-698.060	CAPITAL LEASE PROCEEDS	0	9,480	9,480	Recognize copier lease
101-000.00-699.030	COST ALLOCATION-FROM SEWER	394,450		394,450	
101-000.00-699.110	TRANS IN - DELHI DDA	0	137,620	137,620	2013 Cap Impr Bonds
Total Revenues		7,218,610	147,100	7,365,710	
Total - Dept 101.00-LEGISLATIVE		108,140	0	108,140	
Total - Dept 171.00-MANAGER		331,280	0	331,280	
Total - Dept 191.00-ACCOUNTING		157,170	0	157,170	
Total - Dept 215.00-CLERK		240,110	0	240,110	
Total - Dept 228.00-INFORMATION TECHNOLOGY		342,180	0	342,180	

DELHI CHARTER TOWNSHIP

MEMORANDUM

TO: Delhi Township Board Members

FROM: John B. Elsinga, Township Manager

DATE: May 1, 2014

RE: Amendment No. 2 to Resolution No. 2013-024 – FY 2014
Downtown Development Authority Budget

Enclosed for your review and approval is Amendment No. 2 to Resolution No. 2013-024 for the FY 2014 Downtown Development Authority Budget.

Expenditures are projected to increase by \$137,620 in Other Functions as a recognized transfer to the Township General Fund which will be assuming bond payments previously paid for through the DDA. Likewise expenditures will decrease by \$137,620 in Debt Service to reflect the same.

These changes result in no change in fund balance which will remain at \$1,482,723.

Recommended Motion:

To adopt Amendment No. 2 to Resolution No. 2013-024 for the FY 2014 Downtown Development Authority Budget.

DELHI CHARTER TOWNSHIP
 RESOLUTION NO. 2013-024
 F.Y. 2014 DOWNTOWN DEVELOPMENT AUTHORITY FUND BUDGET
 AMENDMENT NO. 2

At a regular meeting of the Delhi Charter Township board held on Tuesday, May 6, 2014 at 7:30 p.m., the following motion was offered by _____ to amend the Fiscal Year 2013 DDA Fund Budget as follows:

Present:

Absent:

	2014 Adopted Budget	1st Budget Request	2nd Budget Request	2014 Amended Budget
Taxes	\$ 2,219,340	-	-	\$ 2,219,340
Grants	1,650	-	-	1,650
Interest and rentals	25,000	-	-	25,000
Other	9,300	-	-	9,300
Revenue	<u>2,255,290</u>	-	-	<u>2,255,290</u>
Expenditures				
Community and Economic Development				
Administration	103,530	-	-	103,530
Marketing & Promotion	120,420	-	-	120,420
Other Functions	73,890	-	137,620	211,510
Infrastructure Projects	50,000	-	-	50,000
Capital Outlay	94,740	(24,740)	-	70,000
Debt Service	271,780	28,190	(137,620)	162,350
Total Expenditures	<u>714,360</u>	<u>3,450</u>	-	<u>717,810</u>
Other Financing Sources (Uses)				
Sale of Assets	-	-	-	-
Transfer to DDA Debt Service Funds	(1,292,810)	-	-	(1,292,810)
Total Other Financing Sources (Uses)	<u>(1,292,810)</u>	-	-	<u>(1,292,810)</u>
Revenues Over (Under) Expenditures	248,120	(3,450)	-	244,670
Fund Balance, Beginning	1,238,053			1,238,053
Fund Balance, Ending	<u>\$ 1,486,173</u>			<u>\$ 1,482,723</u>

AYES:

NAYS:

ABSENT:

The foregoing Resolution declared adopted on May 6th, 2014.

EVAN HOPE, TOWNSHIP CLERK

STATE OF MICHIGAN)

)SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Township Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 6th day of May, 2014.

EVAN HOPE, TOWNSHIP CLERK

GL NUMBER	DESCRIPTION	AMENDED 2014 BUDGET	BUDGET REQUEST #2	AMENDED 2014 BUDGET	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
ESTIMATED REVENUES					
Total Revenue		2,255,290	0	2,255,290	
Total - Dept 728.00-DDA ADMINISTRATION		103,530	0	103,530	
Total - Dept 729.00-DDA MARKETING & PROMOTION		120,420	0	120,420	
Total - Dept 731.00-DDA INFRASTRUCTURE PROJECTS		50,000	0	50,000	
Dept 850.00-OTHER FUNCTIONS					
248-850.00-818.000	CONTRACTUAL SERVICES	18,780		18,780	
248-850.00-853.000	TELEPHONE/COMMUNICATIONS	100		100	
248-850.00-921.030	UTILITIES - WATER	1,890		1,890	
248-850.00-921.035	UTILITIES - SEWER	960		960	
248-850.00-921.040	UTILITIES - ELECTRIC	30,050		30,050	
248-850.00-921.045	UTILITIES - GAS	4,110		4,110	
248-850.00-930.000	BUILDING MAINTENANCE & REPAIRS	4,000		4,000	
248-850.00-964.000	TAX ADJUST TO COUNTY/TWP	10,000		10,000	
248-850.00-967.025	DDA PROPERTIES-DRAIN/TAXES/SAD	4,000		4,000	
248-850.00-999.105	TRANSF OUT-GF LOAN PAYMENT	0	137,620	137,620	2013 Bond pymt to flow thru GF
Total - Dept 850.00-OTHER FUNCTIONS		73,890	137,620	211,510	
Total - Dept 903.00-CAPITAL OUTLAY-DDA		70,000	0	70,000	
Dept 905.00-DEBT SERVICE					
248-905.00-991.300	PRINCIPAL PAYMT-2003 DDA BONDS	70,000		70,000	
248-905.00-991.320	PRINC PAYMENT-2040 CEDAR LAND CONTR	39,860		39,860	
248-905.00-991.330	PRINC PYMT-2013 DDA BONDS	100,000	(100,000)	0	Bond pymt to flow thru GF
248-905.00-991.340	PRINC PYMT-2052 CEDAR	25,000		25,000	
248-905.00-995.300	INTEREST PAYMT-2003 DDA BONDS	16,660		16,660	
248-905.00-995.320	INTEREST PYMT-2040 CEDAR LAND	7,040		7,040	
248-905.00-995.330	INTER PYMT-2013 DDA BONDS	37,620	(37,620)	0	Bond pymt to flow thru GF
248-905.00-995.340	INTER PYMT-2052 CEDAR	3,190		3,190	
248-905.00-999.000	PAYING AGENT FEES	600		600	
248-905.00-999.220	TRANSFER OUT-392 2008 DDA BONDS	762,050		762,050	
248-905.00-999.230	TRANSFER OUT-393 2010 DDA REFUNDING BONI	530,760		530,760	
Total - Dept 905.00-DEBT SERVICE		1,592,780	(137,620)	1,455,160	
TOTAL APPROPRIATIONS					
		2,010,620	0	2,010,620	
NET OF REVENUES/APPROPRIATIONS - FUND 248					
		244,670	0	244,670	
BEGINNING FUND BALANCE					
		1,238,053		1,238,053	
ENDING FUND BALANCE					
		1,482,723		1,482,723	