

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JULY 7, 2015**

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The members of the Delhi Charter Township Committee of the Whole met on Tuesday, July 7, 2015 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 6:30 p.m.

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

Members Absent: None

**BUSINESS**

**SAW GRANT QUARTERLY UPDATE**

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The Board reviewed a letter dated June 30, 2015 from Hubbell, Roth and Clark (ATTACHMENT I).

Sandra Diorka, Director of Public Services, along with Karyn M. Stickel of Hubbell, Roth and Clark, gave an update on the SAW Grant.

Ms. Diorka stated that the SAW Grant was split into three \$800,000 phases; at this time the first \$800,000 is close to being expended.

Ms. Stickel gave a summary of tasks and costs of Phase I which brings the Township close to the needed \$444,444 for the local match of the grant.

Ms. Stickel reported on the tasks of Phase II to be completed by Township staff, consultants and contractors. This phase will be capped at approximately \$800,000.

**PROPOSAL FOR INSPECTION OF THE DUCTILE IRON HOLT ROAD FORCE MAIN**

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The Board reviewed memorandums dated June 26, 2015 from Sandra Diorka, Director of Public Services and July 2, 2015 from Twp. Mgr. John Elsinga (ATTACHMENT II).

Sandra Diorka, Director of Public Services, stated that there are twelve existing sanitary sewage Lift Stations and Force Mains within the Township with all but two of the Force Mains constructed of Ductile Iron Pipe. These pipes can corrode externally and internally over time. Ms. Diorka stated that Pipeline Inspection and Condition Analysis (PICA) is the only company capable of inspecting the exterior and interior condition of these pipes. Ms. Diorka stated that the inspection of these pipes were included when applying for the SAW grant.

James Burton of Hubbell, Roth and Clark, stated that during the SAW grant application process, PICA was given all twelve Force Mains, which includes some plastic piping, to provide the Township with a quote for the inspection of these pipes. PICA offered to test the Holt Road Force Main as a pilot. Mr. Burton stated that the collected data will be reviewed to see if it will be beneficial to the Township before committing to evaluating the other force mains. Mr. Burton

SUBJECT OF APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON JULY 7, 2015**

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stated that these inspections will define the quality of the pipes as well as define any corroded spots in the pipes.

Trustee Hayhoe asked how the Holt Road Force Main was chosen as the pilot. Ms. Diorka stated that this area was chosen because it is a relatively short in length, is easily assessable and combines pipe constructed over forty years ago with pipe constructed less than twenty years ago.

**DEPARTMENT OF PUBLIC SERVICES - JUNE ACTIVITY REPORT**

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Sandra Diorka, Director of Public Services, reported on the highlights of the June Department of Public Services Activity Report (ATTACHMENT III).

Ms. Diorka reported on Township street sweeping. Due to our aging sweeper, HTA has been contracted to sweep the Township streets, focusing on main thoroughfares and entrances into the community; coordinating with the Ingham County Road Department so that efforts will not be duplicated.

Treasurer Sweet questioned the status of the Township's street sweeper truck. Ms. Diorka stated that the sweeper will continue to be used on Township and school owned properties.

**PUBLIC COMMENT** – None

**ADJOURNMENT**

Meeting adjourned at 7:23 p.m.

Date: July 21, 2015

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

Date: July 21, 2015

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

/af

SUBJECT OT APPROVAL



**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix

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William R. Davis  
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Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich

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Michael C. MacDonald  
Marvin A. Olane  
Marshall J. Grazioli  
James F. Burton  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 2101 Aurelius Road, Suite 2A  
Holt, MI 48842  
PHONE: 517.3694.7760  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

June 30, 2015

Delhi Charter Township  
1492 Aurelius Road  
Holt, Michigan 48842

Attn: Ms. Sandra Diorka, Director of Public Services

Re: Delhi Township SAW Grant  
Project Update

HRC Job No. 20140175

Dear Ms. Diorka:

On November 5, 2014, the Township Board authorized the Department of Public Services to proceed with \$2.44M Stormwater, Asset Management, and Wastewater (SAW) grant. This program will provide \$2,000,000 in grant funding with a Township local match of \$444,444. It was estimated that the Township's local match could be paid via previously incurred costs and Township force account work. At this time, the first \$800,000 is close to being expended. Therefore, this report is intended to provide an update of the work completed as well as an outline of the tasks expected to be completed in the next phase for Board consideration.

Phase I Summary

The SAW grant covers expenses for design, asset management planning and stormwater management activities retroactive to January 2013. The Township was able to recoup costs for work that was completed prior to the grant award.

During Phase I of the project, the following tasks were completed in order to meet the requirement of the grant:

1. Design of the Eifert Road forcemain has been substantially completed.
2. Preliminary design on the lagoon buildings has been completed.
3. Design on the primary clarifiers has been completed.
4. The asset inventory, condition assessment, and business risk evaluations at the POTW is underway.
5. The asset inventory, condition assessment, and business risk evaluations at the lift stations is underway.
6. Cleaning and televising has been completed on approximately 250,000 lft of sanitary sewer, which represents approximately 65% of the system constructed prior to 1993.
7. Manhole inspections have been completed on 247 manholes.
8. The Township's GIS has been updated with SAW related data.
9. Various sewer and infrastructure studies have been completed to integrate into the asset management plan (Chisholm Hills, E. Holt Road).
10. Water quality monitoring has been completed to assist with the Stormwater Management Plan.

### *Phase I Costs*

Costs incurred prior to the grant but within the eligible time frame are primarily related to the Township's annual televising work, the condition assessment of the forcemain on Eifert Road following the collapse of a small section of the pipe, and a preliminary rate study that was completed. The total of Incurred Costs as shown in the grant application is \$155,054.

The SAW grant allows for reimbursement of costs incurred by Township staff. This includes cleaning and televising of the sanitary sewers for condition assessment, overall grant administration, GIS updates, and water quality monitoring associated with the stormwater management plan. The total of Force Account Costs to date since the grant award is \$264,462.

As can be seen from the above costs, the current amount of force account time (both incurred previous to the grant award and since the grant award) is \$364,410. The costs incurred by contractors or consultants prior to the grant award were \$55,286, for a total of \$419,696. Therefore, the Township is close to the \$444,444 needed for the local match.

The final component of the SAW grant is the reimbursable costs for the Township use of consultants and contractors for design, asset management planning, and condition assessment. To date, the Township has used consultant time for design of the Eifert Road Force Main, preliminary review of the Pine Tree Lift Station, design of the primary clarifier drives, review of the RBC building conversion, and design of the lagoon building replacement. In addition, consultant assistance has been provided for the asset management plan, including disbursement requests, administration, condition assessment, metering and modeling, GIS updates, and risk and criticality evaluations. Contractors have been used to do condition assessment on the Eifert Road forcemain. The costs that have been reimbursed as consultant or contractor costs to date are \$384,612. This includes \$55,286 in incurred costs. The costs since the grant award have been \$326,326

These costs can be seen on the attached table.

### Phase 2 Tasks

During the next Phase of the project, the focus will be on the following tasks. These tasks will be completed by Township staff, consultants, and contractors.

#### Wastewater Asset Management Plan

1. POTW and Lift Station Valuations – The replacement values for the equipment at the POTW and Lift Stations will be finalized. These values will be used for determining the revenue needs for the system. The valuations for the collection system have been completed.

2. Cleaning and Televising – Township staff will continue to clean and televise the eligible sewers. It is anticipated that another 100,000-120,000 lineal feet of sanitary sewers will be televised. This approximate cost for this work is \$100,000 and is work that is part of the Township's regular maintenance activities.
3. Manhole Inspections – Additional manhole inspections will be completed.
4. Pump Station Inspections – The inventory, condition assessment, and analysis at the pump stations will be completed. The Township is still investigating the full extent of the inspections, and a final cost for this work will be determined.
5. Force Main Inspections – The Township will contract with a pipeline inspection company to determine the condition of the iron force mains. Due to the size of this task, it is anticipated that a portion of the program will be completed as part of Phase 2 and a portion will be completed as part of Phase III. As discussed during the introduction to this program, once costs are received for this work, they will be brought before the Township Board for approval.
6. Stormwater Management Plan – The Township and HRC will continue work on the storm water management plan, including water quality monitoring, and collecting other information needed for the plan.

#### Design Projects

1. Pine Tree Lift Station – The design for improvements at the Pine Tree Lift Station will be completed. As discussed at the original SAW meeting, a separate design proposal will be submitted for this work.

#### *Phase 2 Costs*

Phase II will be capped at approximately \$800,000. There are several large items such as forcemain inspections that may result in this Phase lasting only 9-12 months.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Associate

KS

Attachment

pc: HRC; File

**Delhi Township  
SAW Budget Summary**

June 2015

(Through Disbursement Request #9)

HRC Job #	Task	SAW Budget	SAW Actual (To Date)			Balance	
		Total Estimated SAW Eligible Costs A	Township Staff & Equipment Costs	Vendor/ Software/ Contractor	Consultant/ Vendor Costs	Total Actual Spent B	Total A-B
<b>Design Services</b>							
20130043	Pine Tree Lift Station Retrofit	\$ 21,100	\$ -	\$ -	\$ 485	\$ 485	\$ 20,615
20130633	Eifert Road Forcemain Replacement (Inc SME proposal) NORTH	\$ 99,560	\$ 614	\$ -	\$ 119,439	\$ 120,053	\$ (20,493)
20130937	Replacement of Primary Clarifier Drives	\$ 16,350	\$ 30	\$ -	\$ 5,960	\$ 5,990	\$ 10,360
20130940	Emergency Generator Interconnections	\$ 12,060	\$ -	\$ -	\$ -	\$ -	\$ 12,060
20130939	RBC Building Conversion	\$ 51,420	\$ -	\$ -	\$ 2,770	\$ 2,770	\$ 48,650
20130938	Lagoon Building Replacements	\$ 19,180	\$ -	\$ -	\$ 6,072	\$ 6,072	\$ 13,108
Subtotal - Design		\$ 219,670	\$ 644	\$ -	\$ 134,726	\$ 135,370	\$ 84,300
<b>Sanitary Sewer AMP</b>		\$ 1,949,716	\$ 328,300	\$ -	\$ 249,886	\$ 578,186	\$ 1,371,530
<b>Stormwater Management Plan</b>		\$ 275,058	\$ 35,466	\$ -	\$ -	\$ 35,466	\$ 239,591
<b>TOTAL</b>		\$ 2,444,444	\$ 364,410	\$ -	\$ 384,612	\$ 749,022	\$ 1,695,421

**GRANT**

Grant Amount	\$ 2,000,000
Total Reimbursements	\$ 674,120
Balance	\$ 1,325,880

**MATCH**

Match Amount	\$ 444,444
Total Local Match	\$ 74,902
Balance	\$ 369,542

Match Amount	\$ 444,444
Incurred Contractor/Vendor Costs -	\$ 55,286
Township Staff & Equipment Costs To Date (Force Acct) -	\$ 364,410
Total Township Match Remaining	\$ 24,748

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members  
**FROM:** John B. Elsinga, Township Manager  
**DATE:** July 2, 2015  
**RE:** Proposal for Inspection of the Ductile Iron Holt Road Force Main

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Enclosed for your review and approval is a proposal from PICA Corporation for the "Condition Assessment Analysis" of 1,125 feet of ductile iron sewer force main along Holt Road in the amount of \$23,565.

This unique inspection process provides us with information on the condition of the force main both internally and externally. Upon completion of this inspection we can then determine the remaining useful life of the force main and then enter the estimated cost and year for replacement of any or all of the pipe into our Capital Improvement Plan (CIP). This process enables us to plan long range budgets that will sustain our publicly owned treatment system.

Therefore, I recommend the Board approve the cost proposal for inspection of the ductile iron sewer force main on Holt Road. This expenditure is eligible for 75 – 90% SAW grant reimbursement. The remaining costs are available in the Sewer Fund budget.

**Recommended Motion:**

**To approve the Proposal for Inspection of the Ductile Iron Holt Road Force Main from PICA Corporation in the amount of \$23,565.**

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**INTEROFFICE MEMORANDUM**

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**TO:** JOHN ELSINGA, TOWNSHIP MANAGER  
**FROM:** SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES  
**SUBJECT:** HOLT ROAD FORCE MAIN & CONDITION ANALYSIS  
**DATE:** JUNE 26, 2015  
**COPY TO:** FILE



There are twelve (12) existing sanitary sewage Lift Stations and Force Mains serving the Publicly Owned Treatment Works (POTW) customers. Of these, all but two (2) of the Force Mains are constructed of Ductile Iron Pipe (DIP). This pipe material can corrode from the inside or the outside over time as we have seen with the Eifert Road Force Main; which is being replaced with a new one constructed of PVC and HDPE. The Eifert Road Force Main corrosion started from the pipe exterior; meaning the soils around the pipe are corrosive.

We reviewed several companies specializing in pipe condition inspection to determine the condition of the DIP Force Mains. All but one of these companies performs pipe condition inspection of only the pipe interior. One company that can test the condition of both the pipe interior and exterior is Pipeline Inspection and Condition Analysis Corporation (PICA).

A pricing matrix was received from PICA in July 2013 that included estimated costs to inspect the Force Mains. These costs were included in our SAW grant application and planned for in the 2016 budget.

Recently PICA offered to test one Force Main, Holt Road, as a "pilot" test. This would be helpful to evaluate the work required to be performed and coordinated by the Township such as providing suitable access to the Force Main at both the Lift Station and the downstream end including excavation of buried Force Main pipe, modifications to the piping to allow PICA to install their pigging and testing tools, launching device, traffic control and temporary bypass pumping of the Lift Station during testing.

As you know, the Township was awarded the Stormwater Asset Management and Wastewater (SAW) grant last year and an average of eighty-five percent of the cost for the Holt Road Force Main inspection is eligible for reimbursement.

A proposal to perform Force Main inspection, analysis, project management, mobilization/ demobilization, and progressive pipeline pigging was received from PICA. I respectfully request you ask the Township Board to approve the proposal from PICA to perform testing of the Holt Road Force Main for a cost of \$23,565.00. Funds are available in the Department of Public Services Equipment Repair & Maintenance – Collection System account 590-558.00-930.016.



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EMAIL: info@hrc-engr.com

June 29, 2015

Delhi Charter Township  
2074 Aurelius Road  
Holt, Michigan 48842-6320

Attn: Sandra Diorka, Director of Public Services

Re: Force Main Inspections  
SAW Grant Work

HRC Job No. 20140175.25

Dear Ms. Diorka:

In 2013, the Township's sanitary sewer force main on Eifert Road developed a leak. Upon inspection and replacement of the damaged sections of pipe, the failures were found to have been caused by corrosive soils attacking the exterior of the ductile iron pipe (DIP). The Eifert Road force main was repaired and the project to replace the pipe with a plastic pipe product is going out to bid in the near future. As similar soil conditions exist throughout the Township, this issue demonstrated the need to inspect the remaining Township force mains to determine repair or replacement needs and to perform better capital planning.

Preliminary quotes were received and a budget included in the Township's SAW Grant application. The work proposed will be completed with 82% of the funding coming from the grant.

There are twelve (12) existing sanitary sewage lift stations and force mains serving Delhi Township sewage customers including Eifert Road which does not require inspection. Of the remaining force mains, all but two (2) are constructed of DIP. HRC and Township staff have reviewed companies specializing in low disruption pipe condition inspection to evaluate the best approach to inspect the remaining nine (9) DIP force mains. Most companies employ a technology that inspects the interior of the pipe only. However, one company, Pipeline Inspection and Condition Analysis Corporation (PICA), is able to test the condition of both the pipe interior and exterior. A pricing matrix was received from PICA in July 2013 that included estimated costs to inspect the Township force mains.

Recently, PICA contacted the Township and offered to inspect the Holt Road force main as a "pilot" inspection as their equipment and staff would be in the area. Performing this inspection would be helpful to evaluate the overall inspection process, outputs, and any work necessary to access the force mains to be completed by the Township or another subcontractor. Lift station piping modifications, excavating access pits to install the equipment bypass pumping and other Township assistance may be needed.

A proposal to perform the Holt Road force main inspection, analysis, project management, mobilization/ demobilization, and progressive pipeline cleaning was received from PICA in the amount of \$23,565.00 (attached). A further clarification was made at the Township's request in the attached email from PICA dated June 25, 2015. This price is consistent with previous quotes, inspection costs with other technologies, and known industry pricing.

HRC recommends proceeding with the PICA inspection of the Holt Road force main by executing the necessary work/purchase order. PICA should provide the Township's normal insurance certificates and indemnifications. If you have any questions or require any additional information, please contact the undersigned.

Ms. Sandra Diorka  
June 29, 2015  
HRC Job Number 20140175.25  
Page 2 of 2

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Associate

TG/mvu  
pc: HRC; File

June 16, 2015

Sandra Diorka  
Delhi Charter Township  
Department of Public Services  
1492 Aurelius Road  
Holt, MI 48842

**RE: Proposal for inspection of the Ductile Iron Holt Rd forcemain in Delhi Township, MI**

Dear Sandra;

Please find enclosed a proposal to perform a 4 and 6 inch SeeSnake Condition Assessment on the Holt Rd forcemain in Delhi Township, MI. A site visit was completed on June 8, 2015 and PICA is pleased to offer inspection services and confirm a price of \$23,565.

**Inspection Plan**

PICA plans to set up a winch at Wyndham Hills Dr. Lift Station and use a single winch approach due to the number of bends in the line (both horizontally and vertically) this inspection should take one day to complete, however PICA will be on-site for a minimum 2 (most likely 3 days). In preparation of PICA's arrival we would expect the lid on the lift station to be removed and the meter inside removed allowing for the PICA hydrant adapter to be installed.



Tee to be removed

Tentative schedule is as follows:

- Day 1: arrive on site, perform walk through and start setting up and checking equipment.
- Day 2: set up hydrant adapter, clean line with foam pigs and perform inspection in 2 phases:
  - Phase 1 approximately 450 feet of six inch until the changeover to 4" near Heatherton Dr. Foam pigs will be retrieved from the discharge manhole on Holt Rd.
  - Phase 2 approximately 675 feet of 4" until 90° bend on Hamilton Rd leading to discharge manhole. PICA's 4" tool cannot navigate this sharp bend.
  - Upon completion crew will pack up, clean up all debris initiate data download.
- Day 3. Review data, if high quality start demobilization.



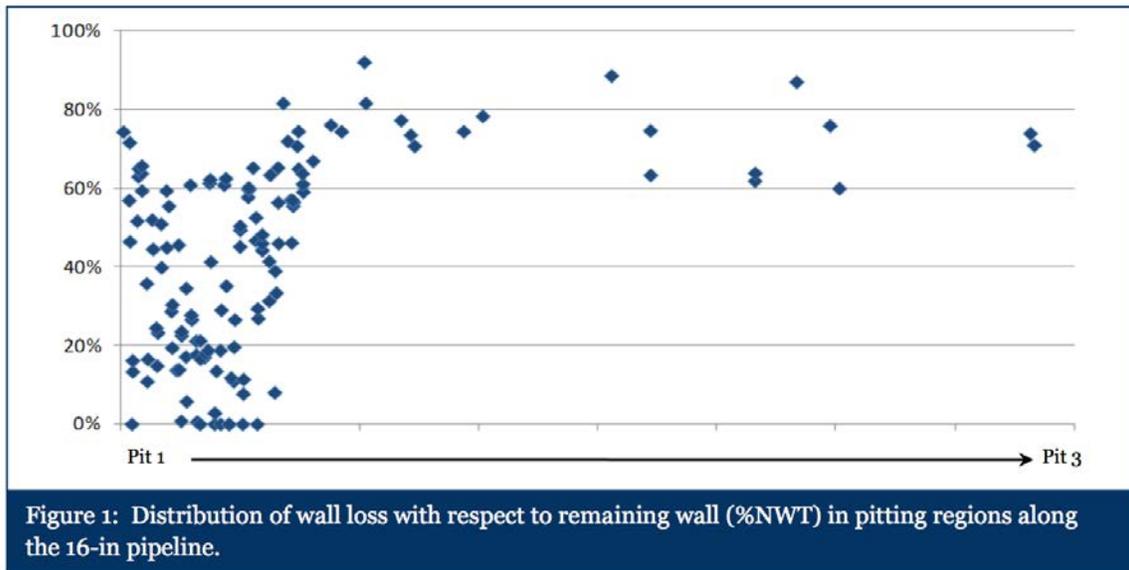
### SeeSnake Overview:

PICA's SeeSnake is an advanced condition assessment tool for inspection of Cast-Iron, Ductile-Iron and Steel pipelines. The free-swimming and tethered tool can inspect up to 17 miles (free-swimming) and 4500 feet (tethered) from a single insertion using flow or winch to propel it through the pipeline. SeeSnake tools employ high-resolution RFT (Remote Field Testing) technology, which is recognized by several standardization bodies (ASTM E2096.05, ASME section V, ASNT TC-1A). The tools are designed to find localized areas of wall loss and measure the depth and length of local wall loss indications. These parameters are critical in predicting the burst pressures of pipes (ASME B31G, DNV-RP-F1010), and thus preventing leaks and catastrophic burst failures.

### Inspection Deliverables

PICA's SeeSnake tool is able to provide a true condition assessment of metallic pipelines without contacting the pipe wall. Whereas acoustic leak detection, average wall measurements and local excavations provide a limited understanding of an asset's condition, the SeeSnake provides accurate measurements of the remaining pipe wall thickness as it travels continuously through a pipeline. This is accomplished by taking measurements in length intervals of less than one eights of an inch, 360 degrees around the circumference of the pipe. Our reports then highlight which areas of the pipeline are in need of attention.

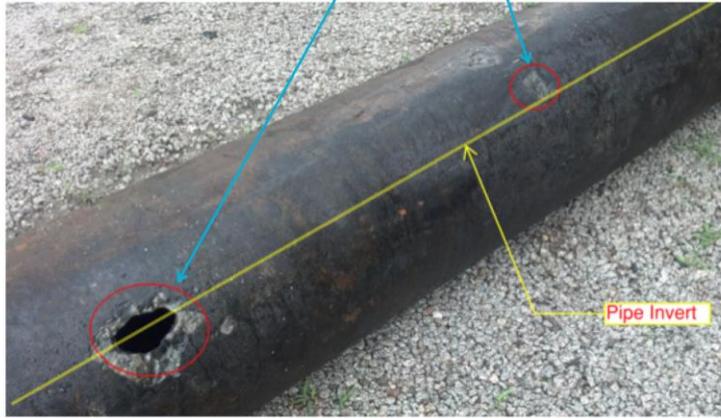
The ability to perform the measurements without contacting the internal pipe wall, makes the technology extremely suitable for waterlines, which have tight bends, internal tuberculation and low operating (driving) pressures to propel tight-fitting inspection tools to distance. The undersized See Snake tools can navigate through 0.7D AWWA C153 elbows and mitered bends; and without problems will allow for a full inch of internal scale and deposit build-up on the inside of the pipe.



The chart above is from a recent inspection of a concrete lined 16" ductile iron pipeline. Cast and ductile iron pipes corrode through a mechanism called graphitization. Graphitization produces a residual corrosion product that has some mechanical strength - although not as much as the original metal pipe. This means that the corrosion can be 100% through, but still able to withstand limited internal pressure (i.e. not leak). These corrosion areas become little time bombs that can be triggered by external events like water hammer, frost heaving, above ground traffic, ground disturbance, etc.

# Excavation of Stick 003 for Confirmation

Pipe Number	Joint Location Information			Average Remaining Wall (%)	Circumferential Wall Thickness Information				Local Wall Thickness Information						Comment		
	Start Location [ft]	End Location [ft]	Length [ft]		Max Circ Remaining Wall (%)	Min Circ Remaining Wall (%)	Min Local Remaining Wall 1	Location L1001 [ft]	Check Position L1001	Min Local Remaining Wall 2	Location L1002 [ft]	Check Position L1002	Min Local Remaining Wall 3	Location L1003 [ft]		Check Position L1003	
0010	0.00	19.84	19.84	92%	96%	87%	74%	6.76	8.30								
0020	19.84	39.39	19.55	95%	115%	88%	86%	11.75	8.20	67%	30.64	6.30	72%	32.77	6.00		
0030	39.39	59.89	20.60	85%	94%	83%	0%	42.12	6.00	13%	45.76	6.00	16%	45.30	2.00		



Defects that were identified by PICA as 0% remaining wall and 13% remaining wall were found within 2 inches and 1/2 hour clock position of their reported location.

## Schedule

After contract is executed PICA will try to coordinate the inspection when we are scheduled to perform an inspection in Columbus, OH. If unable to coordinate the mobilization rate may be increased to \$7,500 (Delhi Township will be notified prior to start of project).

## PICA Cost Proposal

Item	Per Unit Price	# of units	Total
Project Management	\$2,500	1	\$2,500
Site Visit	\$2,500	Completed	\$0
Mobilization (from Columbus, OH)	\$10	254	\$2,540
Inspection	\$15,000	1	\$15,000
Progressive Pigging	\$275	3	\$825
Analysis 6"	\$3	450	\$1,350
Analysis 4"	\$2	675	\$1,350
<b>Total</b>			<b>\$23,565</b>

## Payment Schedule and Terms:

1. Mobilization is charged on Purchase Order.
2. Inspection Fee and any stand-by charges are invoiced immediately on task completion.
3. Analysis fees are charged upon acceptance of preliminary report.
4. Payment terms are 30 days from invoice date

## Responsibilities:

Responsibilities	PICA	Client	Schedule/check list
Provide pipeline drawings and hydraulic information		X	Completed
Provide insertion site and entry requirements	X		Required
Site visit to confirm inspection sites	X	X	Completed

Provide safe and secure access to site		<b>X</b>	During surveys
Provide traffic control at site		<b>X</b>	During surveys

This quote is valid for a period of 90 days. To execute this contract please sign in the designated area below.

Thank you for your inquiry and please do not hesitate to contact myself with additional questions.

Respectfully submitted,

William (Bill) Jappy  
 Director of Sales & Marketing  
 PICA Corp

*Delhi Township agrees to the Terms and Conditions set forth within this document and will be executed when signed.*

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

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

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

# General Terms and Conditions

1. Force Majeure – PICA shall not be responsible for and shall have no liability in respect or of failure or of delay in performance hereunder if such failure or delay is due to any causes which are not reasonably within the control of PICA, including in particular but without limitation strikes, lock-outs, wars, earthquakes, storms, fires, floods, explosions, hurricanes, civil disturbance, terrorism, government actions.
2. Liability – PICA shall not be liable or responsible for any costs, claims of any nature, compensation, losses, or any consequential damages directly or indirectly resulting from the use of PICA equipment or services. These costs, claims, expenses and losses include (but are not limited to) downtime, damages, or injuries to the Customer or any other third party personnel, equipment, assets or property, unless such damage is the result of willful or gross misconduct. PICA does not accept any liability of any kind with respect to the pipeline fitness for service.
3. Any costs which arise due to circumstances involved in this work and which were not known till date, and which affect expedition of the work, will be charged to the customer. Any costs or charges incurred by PICA on behalf of the Customer for reimbursement by the Customer will be subject to a 15% surcharge for handling and administration.
4. No modification of any terms mentioned in this document shall be effective unless by express written agreement between the parties. The signing by PICA of any of the Customers documentation shall not imply any modification of these terms.
5. Without prejudice to any liquidated damages or other compensation, none of the parties shall be liable or responsible to the other party for indirect or consequential loss or damages suffered by the other party.
6. PICA reserves the right to terminate its services and remove its equipment and personnel from the work site at any time if in its opinion such action is advisable because of conditions affecting the services or surrounding circumstances.
7. Reports, records, assessments, evaluations and recommendations made by PICA shall not be construed as warranty or guarantee of the structural condition of the pipeline or any other condition of the pipeline. The customer hereby waives the right to any claim against PICA related to the foregoing.
8. In the unlikely event of equipment becoming lodged in the pipeline, PICA shall notify the Customer on the shortest possible term and as accurately as possible the location of the lodged tool. The Customer shall be responsible for the associated costs for equipment retrieval from the pipeline. Should the lodgment be determined to be the fault of PICA, it will conduct a re-run without additional costs. Should the lodgment be the fault of the customer, the customer shall reimburse PICA for all associated costs for repair or replacement of the tool and pay the established rate for re-run.
9. Payment of all invoices shall be provided within 30 days from the date of invoice. Interest on all sums due after 30 days from the date of the invoice shall run at the rate of 1.0% per month or part thereof until payment is received.
10. Other than whilst under the full control of PICA, risk of loss or destruction or damage to equipment supplied to the Customer is the Customer's responsibility and shall be charged for at repair or replacement cost as appropriate.
11. Equipment shall remain the property of PICA and the Customer shall not sell, mortgage, pledge, assign, sublet, hire, charge, encumber or possess such equipment except as may be agreed between the parties in writing.
12. Equipment on sale to the Customer shall become the Customers' responsibility on delivery. Notwithstanding the foregoing, ownership and title in such equipment shall remain with PICA until full payment of all monies owed to it by the Customer for such equipment has been received.
13. The Customer warrants that prior to commencement of the Services the Customer will provide PICA with all data, information and records relating to the pipeline and/or work site and otherwise which may be relevant to enable PICA's safe and efficient provision of services.
14. All information and results obtained by PICA in the course of supplying the services to the Customer shall be treated by PICA as strictly confidential. Any technical, scientific or commercial information proprietary to PICA which is obtained by the Customer in the course of this contract shall be treated by the Customer as strictly confidential. The confidential information of either party shall not be divulged to any person or company, without prior written consent of the party to which it belongs.
15. Both parties shall make known such obligations to their contractors or subcontractors and their respective officers, employees and agents and shall bind them to act in such a manner as to ensure that neither party is in breach of such obligation.
16. Notwithstanding any other provisions herein to the contract, all rights to the intellectual property relating to the services shall at all times remain vested in PICA.
17. The parties shall uphold the highest standards of business ethics in the performance of the contract. Neither of the parties shall directly or indirectly receive, give, offer to give anything of material value from or to any employee, director or agent of the other party or its contractors, subcontractors, suppliers, agents, government officials or any other persons which could be regarded as an improper inducement to any other party.
18. The contract of which these terms form a part shall be governed by and interpreted in accordance with English Common Law and all parties shall submit to the non-exclusive jurisdiction of by international arbitrary but PICA may enforce the agreement in any court of competent jurisdiction.

This agreement terminates with the final payment of the complete scope of work under this agreement

## *Disclaimer:*

The agreement of PICA Corp. to perform services extends only to those services provided for in writing. Under no circumstances shall such services extend beyond the performance of the requested services. It is expressly understood that all descriptions, comments and expressions of opinion reflect the opinions or observations of PICA Corp. based on information and assumptions supplied by the owner/operator and are not intended nor can they be construed as representations or warranties. PICA Corp. is not assuming any responsibilities of the owner/operator and the owner/operator retains complete responsibility for the engineering, manufacture, repair and use decisions as a result of the data or other information provided by PICA Corp. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Line Owner or PICA Corp. In no event shall PICA Corp.'s liability in respect of the services referred to herein exceed the amount paid for such services.

## *STANDARD OF CARE:*

In performing the services provided, PICA Corp. uses the degree, care, and skill ordinarily exercised under similar circumstances by others performing such services in the same or similar locality. No other warranty, expressed or implied, is made or intended by PICA Corp.

## *Compilation of Background Information for Report*

PICA Corp undertakes to take every reasonable effort to generate an accurate "Condition Assessment Analysis" upon completion of the "Data Acquisition Stage" of each "Infrastructure Condition Assessment Contract". This often requires fact checking against sources of information from the client as well as third party contractors and vendors. Such information falls into the categories of Properties of the Pipe; (Material & Physical properties), Pipe Fittings; (Dimensional and Positional information), Pipeline Design; (Plan & Profile Drawings – sub-surface piping, ISO Drawings of surface infrastructure), Construction Methods for the Pipeline; (Shop Bends vs. Field Bends), Protection Infrastructure for the Pipeline; (Active or Passive Cathodic Protection, Rock Guard exterior coating, interior lining, casings, etc.), Alterations to the Pipeline; (Repairs, Changes, Additions), Corrosion/Erosion Information for the Pipeline; (Break History, Independent NDT Inspection of Dig Sites, Laboratory Analysis of Corrosion Deposits) Ancillary Services used to complete the ILI Data Acquisition; (Nitrogen, Compressed Air, Water Pumping to propel the ILI to Target distance) and any other related factors that may aid in obtaining the most accurate report results currently available.

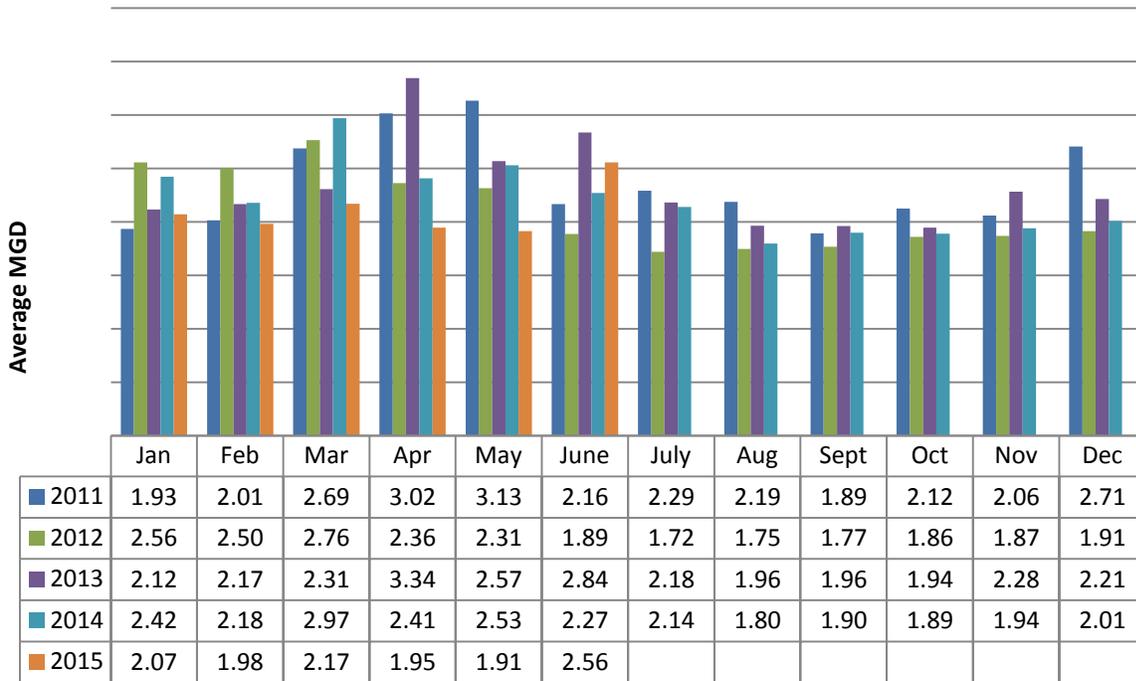


# DEPARTMENT OF PUBLIC SERVICES

## Monthly Report

### June 2015

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



### Laboratory Testing and Quality Control – Quality Assurance Program

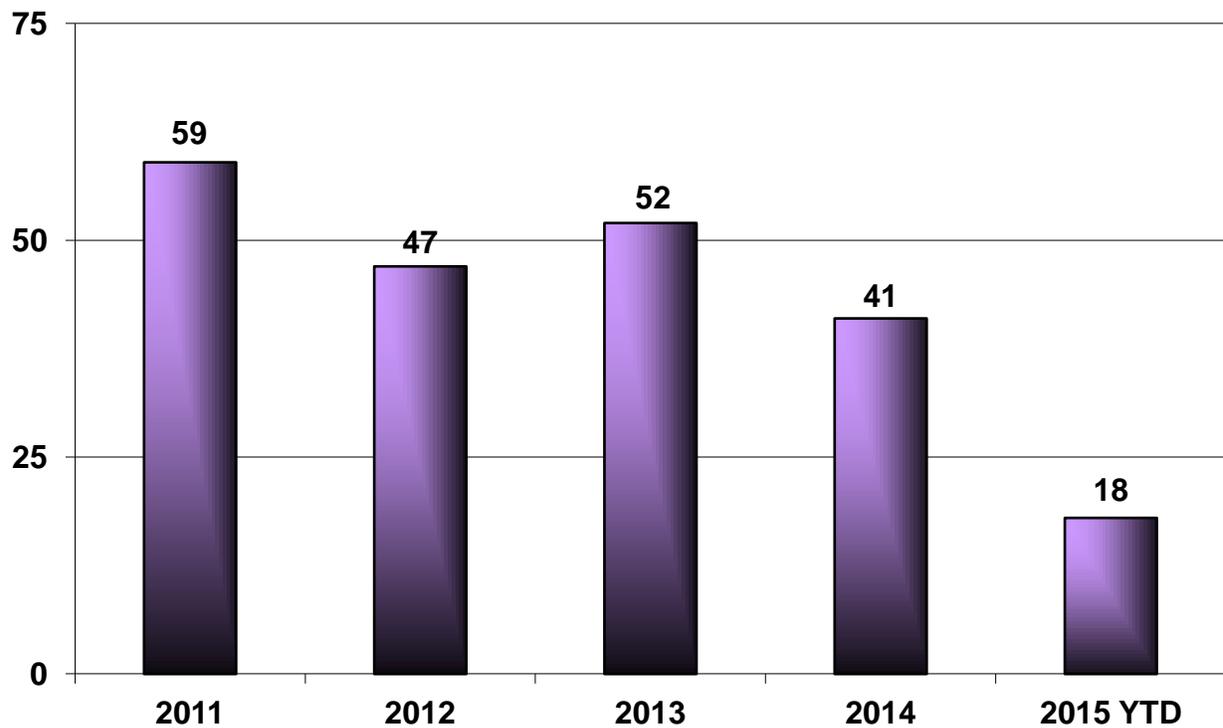
Tests Run For		% Passing
Permit Compliance	238	
Process Control	1984	
Quality Control	93	95%
Check Samples	3	100%
DMRQA-Study 30 Proficiency	5	100%
Miscellaneous Sampling	105	
<b>Totals</b>	<b>2428</b>	<b>98%</b>

## Training

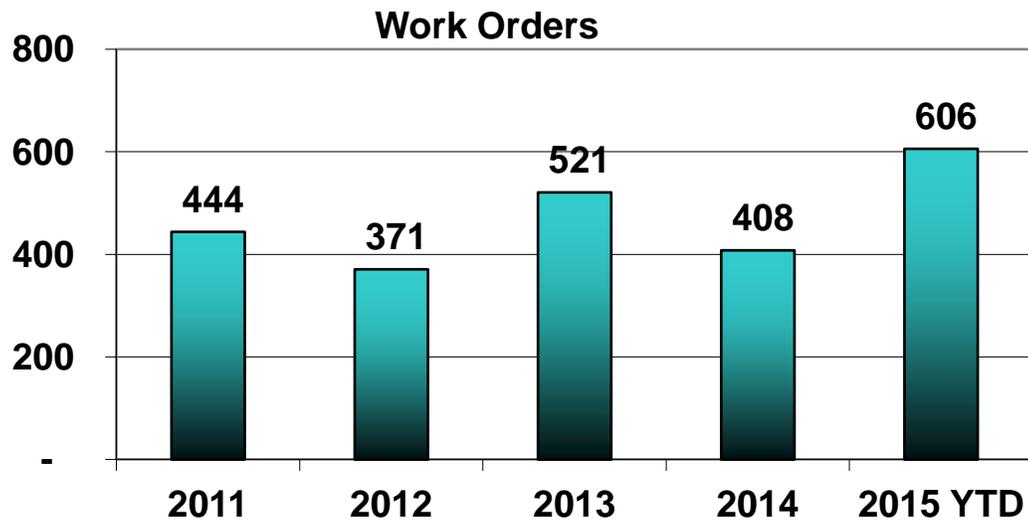
Date	# of Employees Attended	Training Course Description
6/20-6/24/15	3	MWEA 90th Annual Conference
6/23-25/2015	1	PACP-MACP-LACP Training
6/29/2015	1	Pesticide Applicator Certification Exam

## Cemetery

### Burials



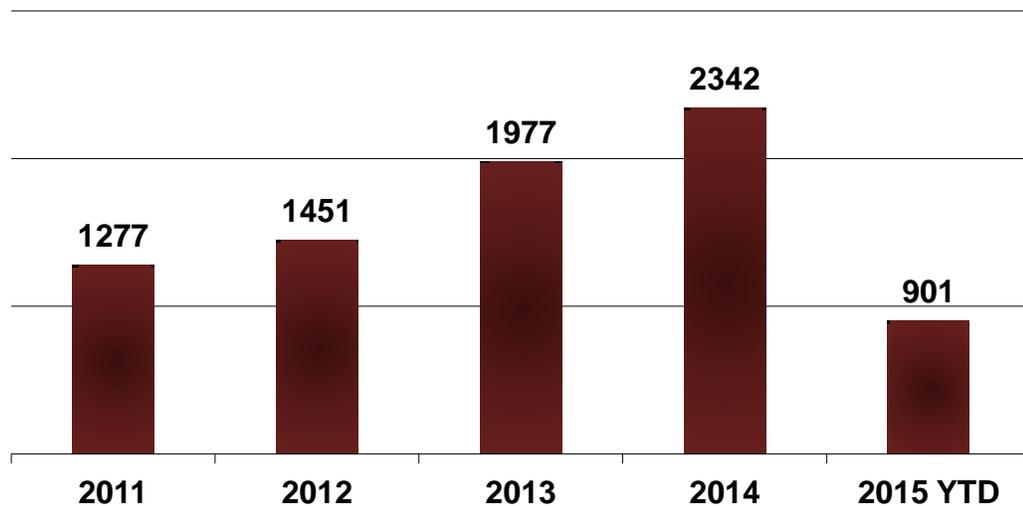
## Maintenance



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

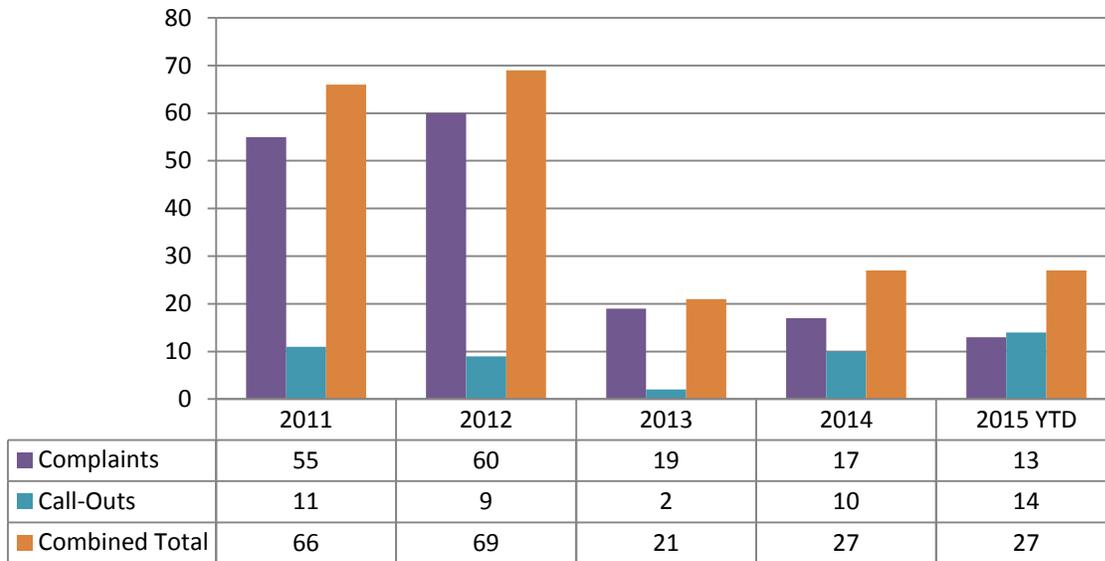
- *The waterline for the irrigation system at the Recycle Center sign was repaired.*
- *Foundations were poured and installed at Maple Ridge Cemetery*
- *Cleaned out the primary clarifier*
- *Resealed mailbox at DDA/ICSD to prevent leak*
- *Repaired outside Handicap door button at CSC*
- *Replaced south algae inhibitor at POTW Lagoon*
- *Repaired and painted fascia and soffit at CSC loading dock (damaged by CADL delivery truck)*
- *Pulled weeds and laid down black mulch at all four (4) Welcome to Holt Signs*

## Miss Digs Performed

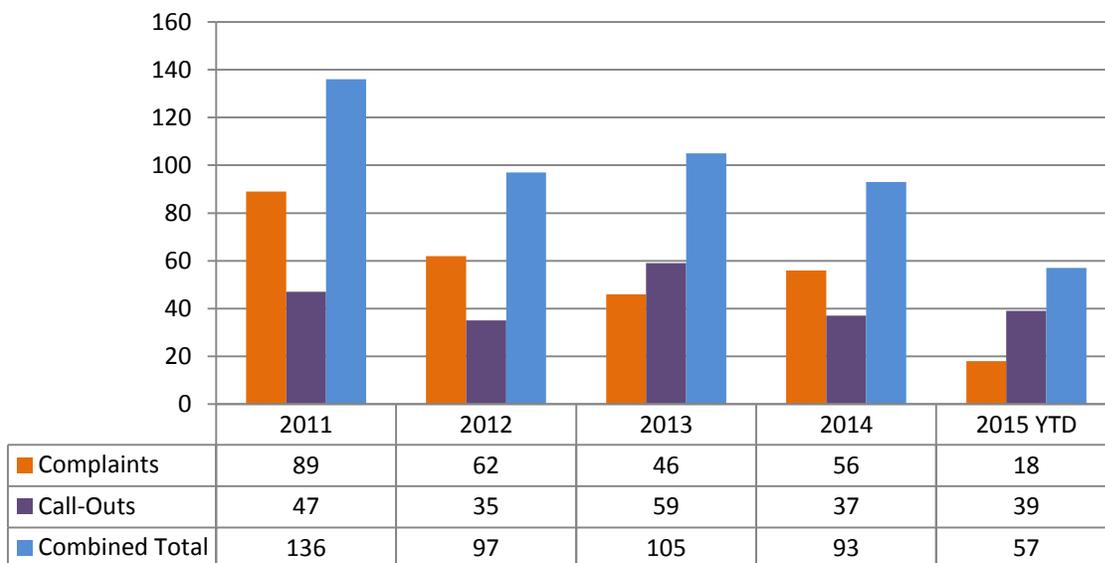


## Unscheduled Service Calls

### Building & Grounds Unscheduled Service Calls

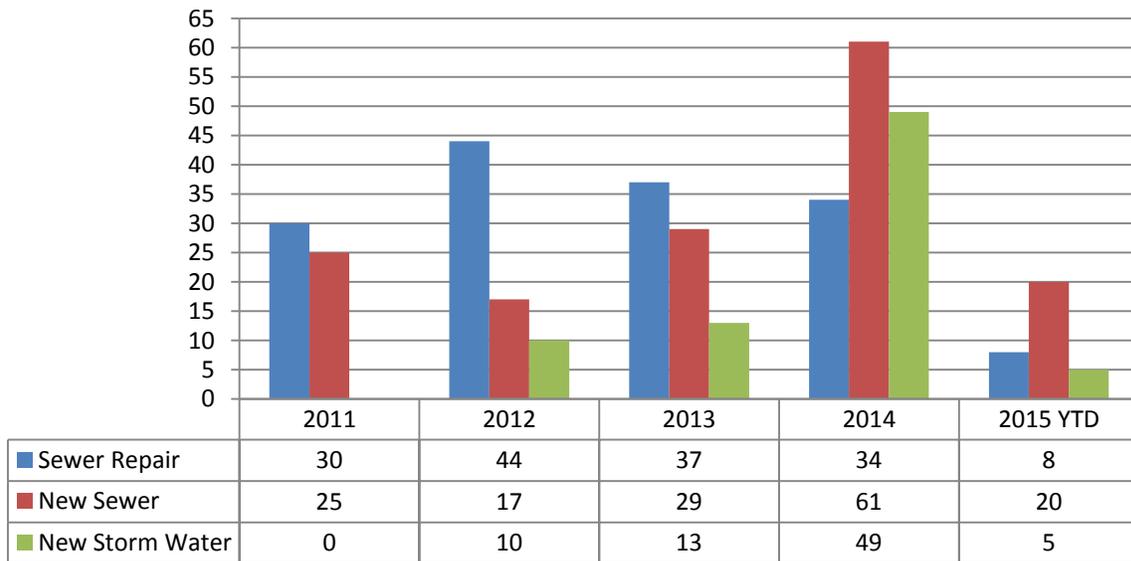


### Collections Unscheduled Service Calls



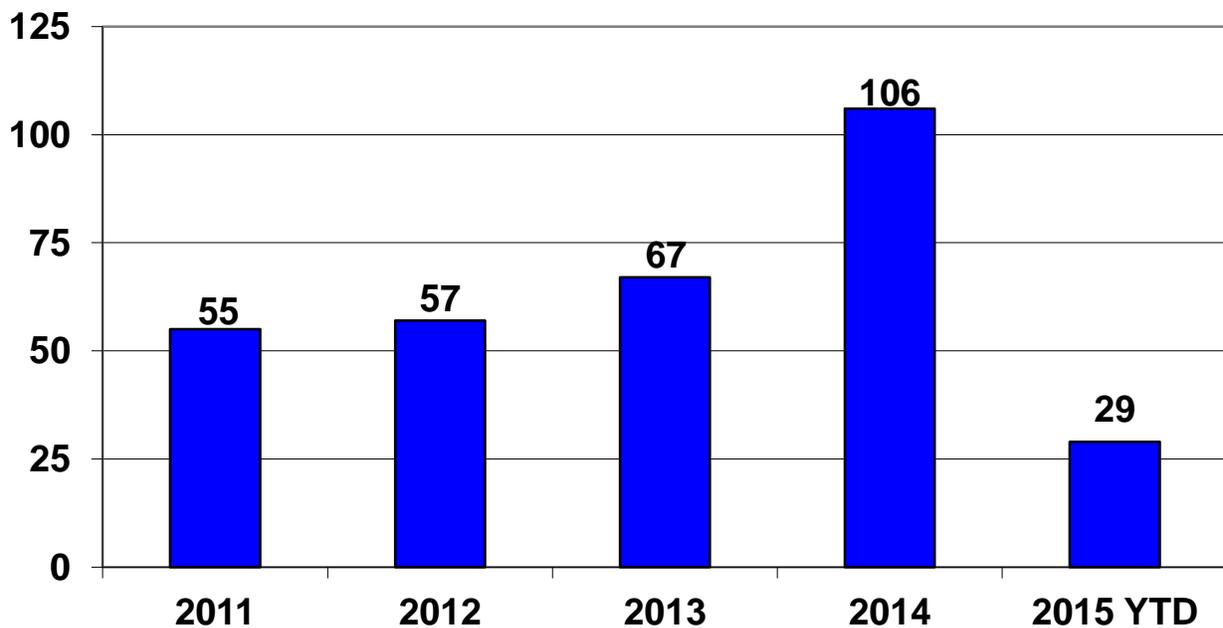
## Sanitary Sewer Permits

### Sanitary Sewer Permits Issued

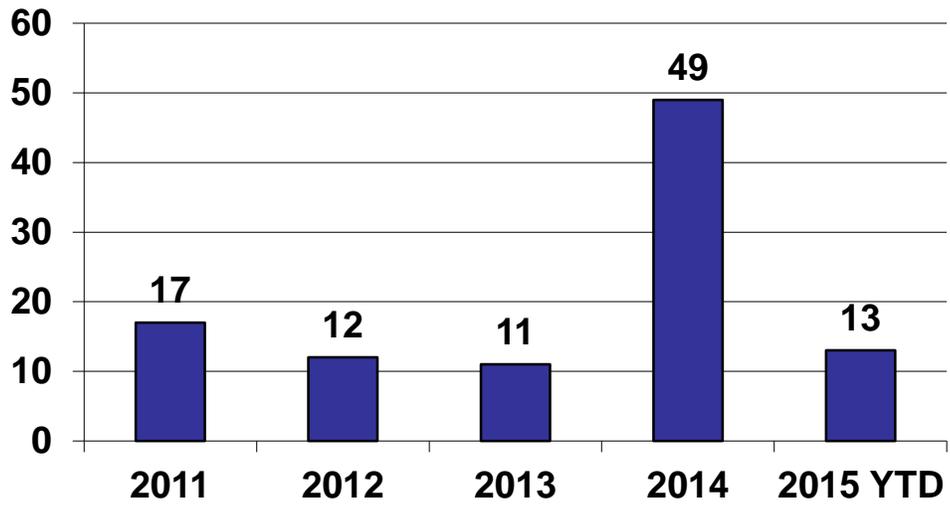


*Note: Storm water permits were not issued prior to 2012*

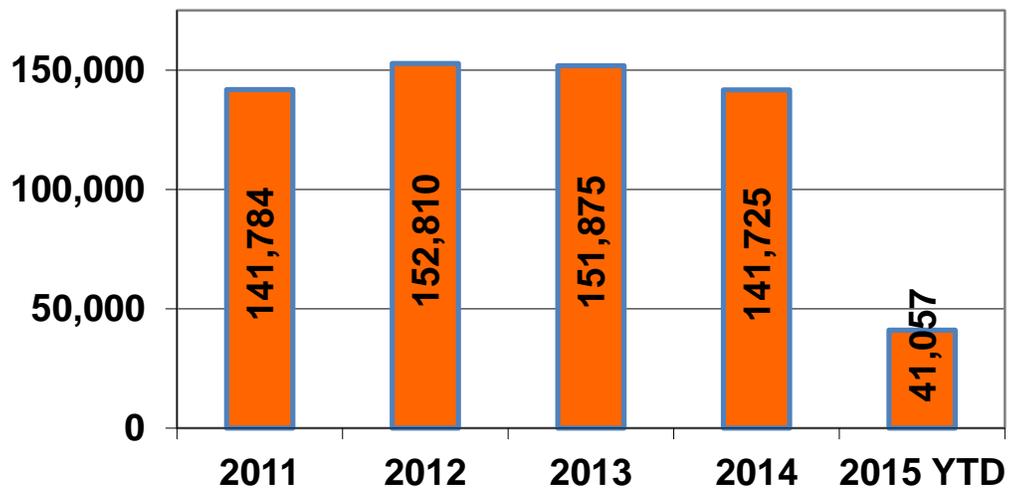
## Sanitary Sewer Inspections Performed



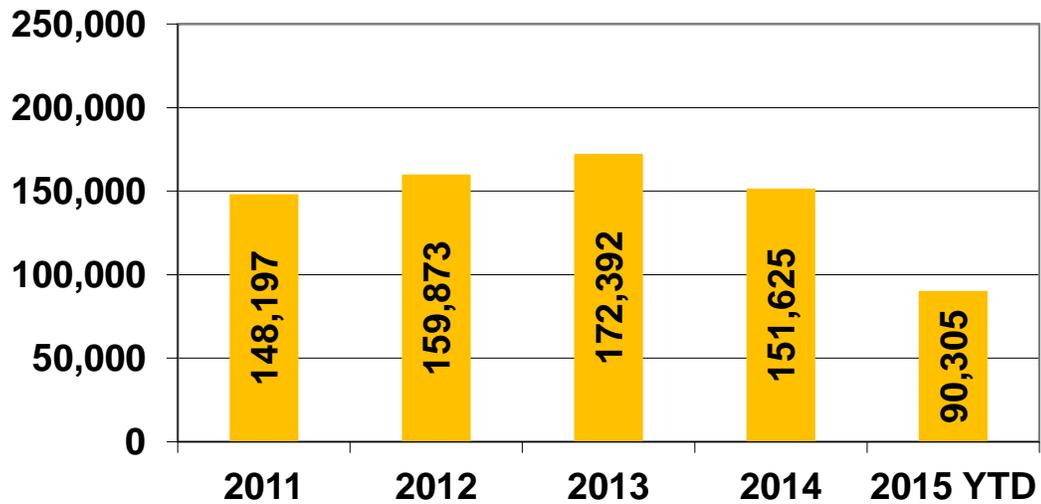
### Storm Sewer Inspections Performed



### Feet of Sanitary Sewer Cleaned (Vactor Truck Work)



## Feet of Sanitary Sewer Televised (Camera Truck Work)

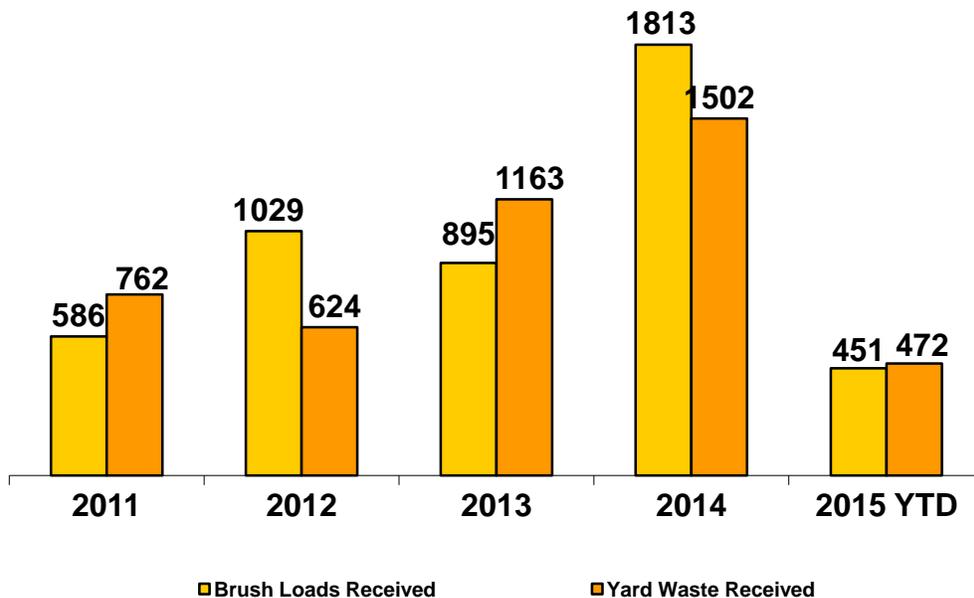


## Community Outreach

Gill participated in the Department of Natural Resources (DNR) Fish Rodeo on the Grand River in Downtown Lansing.

The Lions Club hosted a brush drop-off event at the POTW pond area this last month. Eighty-three (83) loads of brush and one hundred thirty six (136) bags of yard waste were collected.

## Brush Drop-off Yearly Totals



## Industrial Pretreatment Program

June IPP Activities		
<b>Review/Approval</b>		
Building Plan	6/2/2015	Taco Bell - 2420 Cedar
Building Plan	6/19/2015	Buddies Grill - 2040 Aurelius
Building Plan	6/25/2015	Craig's Auto Body - 2046 Depot
Building Plan	6/25/2015	ECT - 3125 Sovereign Dr. Ste C
Building Plan	6/26/2015	Techno Mia Salon - 2375 Cedar Ste A

Thirty (30) grease traps were inspected at local businesses; thirty (30) did not need service.

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JULY 7, 2015**

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Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, July 7, 2015 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Members Absent: None

**COMMENTS FROM THE PUBLIC**

Jacob McCormick, 5203 Witherspoon, Holt commented on the Holt-Delhi Historical Society's upcoming events.

**CONSENT AGENDA**

- A. Approval of Minutes – Department Head Goals & Objectives Meeting of June 3, 2015
- B. Approval of Minutes – Board Goals & Objectives Meeting of June 9, 2015
- C. Approval of Minutes – Committee of the Whole Meeting of June 16, 2015
- D. Approval of Minutes – Regular Meeting of June 16, 2015
- E. Approval of Claims – June 23, 2015 (ATTACHMENT I)
- F. Approval of Payroll – June 18, 2015 (ATTACHMENT II)
- G. Approval of Payroll – July 2, 2015 (ATTACHMENT III)
- H. Reappointment to the Delhi Township Downtown Development Authority and Brownfield Redevelopment Authority – Tonia Olson (ATTACHMENT IV)
- I. Reappointment to the Delhi Township Downtown Development Authority and Brownfield Redevelopment Authority – Hugh Timothy Fauser (ATTACHMENT V)
- J. Reappointment to the Delhi Township Downtown Development Authority and Brownfield Redevelopment Authority – Steven Marvin (ATTACHMENT VI)

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

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JULY 7, 2015**

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**ZONING AND DEVELOPMENT**

**SPECIAL USE PERMIT #15-278 – CENTURY DEVELOPMENT, LLC – 2168 N. CEDAR STREET – TAX PARCEL #33-25-05-14-302-012 – CHILDCARE CENTER**

---

The Board reviewed a memorandum dated June 23, 2015 from Tracy Miller, Director of Community Development (ATTACHMENT VII).

**Hayhoe moved to adopt Special Use Permit No. 15-278 for Century Development LLC, 2168 N. Cedar Street, Tax Parcel #33-25-05-14-302-012, to permit a Child Care Center, as recommended by the Planning Commission at their June 22, 2015 meeting.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**NEW BUSINESS**

**PROPOSAL FOR INSPECTION OF THE DUCTILE IRON HOLT ROAD FORCE MAIN**

---

The Board reviewed memorandums dated June 26, 2015 from Sandra Diorka, Director of Public Services and July 2, 2015 from Twp. Mgr. Elsinga (ATTACHMENT VIII).

**Sweet moved to approve the Proposal for Inspection of the Ductile Iron Holt Road Force Main from PICA Corporation in the amount of \$23,565.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**RECOMMENDATION FOR THE APPOINTMENT OF DIRECTOR OF INFORMATION TECHNOLOGY**

---

The Board reviewed a memorandum dated June 29, 2015 from Twp. Mgr. Elsinga (ATTACHMENT IX).

**Hope moved to approve Darryl Albert for the position of Director of Information Technology, at a Pay Grade 11, effective July 7, 2015.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**RECOMMENDATION FOR THE APPOINTMENT OF ASSESSOR**

---

The Board reviewed a memorandum dated June 29, 2015 from Twp. Mgr. Elsinga (ATTACHMENT X).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JULY 7, 2015**

---

**Warfield moved to approve Elizabeth Tobias for the position of Township Assessor for Delhi Charter Township at a Pay Grade 9, effective July 7, 2015.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**2016-2021 DELHI CHARTER TOWNSHIP CAPITAL IMPROVEMENTS PLAN**

---

The Board reviewed memorandums dated June 23, 2015 from Tracy Miller, Director of Community Development and June 24, 2015 from Twp. Mgr. Elsinga (ATTACHMENT XI).

**Harmon moved to accept the 2016-2021 Delhi Charter Township Capital Improvements Plan, as recommended by the Planning Commission at their June 22, 2015 meeting.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**INTER-AGENCY AGREEMENT FOR RAM TRAIL PROJECT BETWEEN DELHI TOWNSHIP AND THE COUNTY OF INGHAM**

---

The Board reviewed memorandums dated June 22, 2015 from Tracy Miller, Director of Community Development and June 23, 2015 from Twp. Mgr. Elsinga (ATTACHMENT XII).

**Harmon moved to approve the Inter-Agency Agreement for Ram Trail Project between Delhi Charter Township and the County of Ingham on behalf of the Ingham County Road Department and authorize the Township Clerk and Manager to execute said agreement.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

Supervisor Davis reported on upcoming events in the Township.

**TREASURER**

Treasurer Sweet reported on the summer property taxes that were recently mailed out.

Treasurer Sweet reported that his office received State Revenue Sharing for the March/April 2015 period in the amount of \$316,667; of that the City, Village, and Township Revenue Sharing (CVTRS) portion has remained constant at \$11,414. The Statutory and Constitutional Revenue

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON JULY 7, 2015**

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Sharing was \$305,253 which is an increase of \$7,800 over the January/February 2015 period but a decrease of \$16,240 over the March/April 2014 period.

**CLERK**

Clerk Hope reported on the 2015 Music in the Garden series hosted by the Holt Community Arts Council.

**LIMITED PUBLIC COMMENTS** – None

**EXECUTIVE SESSION – ATTORNEY-CLIENT PRIVILEGE LETTER DATED JUNE 24, 2015  
AND COLLECTIVE BARGAINING NEGOTIATIONS**

---

Enter into Executive Session 7:53 p.m.

**Hope moved to enter into Executive Session for the purpose of discussing attorney/client communications regarding engineering services and to discuss collective bargaining negotiations.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

*Regular Board meeting reconvened at 9:00 p.m.*

**COLLECTIVE BARGAINING NEGOTIATIONS – AMEND DELHI TOWNSHIP’S (401a)  
DEFINED CONTRIBUTION**

---

**Hope moved to amend Delhi Township’s (401a) Defined Contribution “Governmental Money Purchase Plan & Trust Adoption Agreement” with the ICMA Retirement Corporation to incorporate “ Employee Opt-In Mandatory Contributions” with an “Employer Match” between the range of 1% and 2.5%, for all full-time employees of Delhi Charter Township, effective January 1, 2016, with all other provisions to remain the same.**

A Roll Call Vote was recorded as follows:

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

**MOTION CARRIED**

**ADJOURNMENT**

Meeting adjourned at 9:02 p.m.

Date: July 21, 2015

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

Date: July 21, 2015

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

/af

SUBJECT TO APPROVAL

# ACCOUNTS PAYABLE APPROVAL

June 23, 2015

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated June 23, 2015 numbered 89507 thru 89584 & ACH 3612 thru 3633. Every invoice has a payment authorizing signature(s).

Dated: June 23, 2015

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

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated June 23, 2015 show payments made from the following funds:

General Fund	\$	213,375.05
Fire Fund		60,123.11
Police Fund		208,259.08
Fire Equip. & Apparatus Fund		6,315.81
Downtown Development Fund		6,018.50
Sewer Fund		99,576.72
Local Site Remediation Fund		9,836.10
Grand Total	\$	<u>603,504.37</u>

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

None

Dated: June 23, 2015

\_\_\_\_\_  
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. (\$69,305.90 Ingham County Treasurer for Purchase of 5 Tax Foreclosed Properties, Res #2015-012, 6/2/15, \$72,658.00 Siemens Industry for 2015 HVAC Service Contract, 5/1/14)

Dated: June 23, 2015

\_\_\_\_\_  
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 July 7, 2015 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_ yes votes and \_\_\_\_ no votes (\_\_\_\_ absent) that the list of claims dated June 23, 2015, was reviewed, audited and approved

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

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
 EXP CHECK RUN DATES 06/23/2015 - 06/23/2015

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JULY	121.29
BURNHAM & FLOWER	PROVIDENT VOLUNTEER FIRE INSUR	5,649.16
MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2015 - 6/30/2016	13,021.44
CITY OF MASON	MAY STANDBY FEE	513.85
MERIDIAN TOWNSHIP FIRE	MAY STANDBY FEE	918.66
	Total For Dept 000.00	20,224.40
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	TRUSTEES LIFE INSURANCE JULY	25.50
LEADING EDGE MENTORING	STRATEGIC PLANNING/GOALS MEETING	1,850.00
	Total For Dept 101.00 LEGISLATIVE	1,875.50
Dept 171.00 MANAGER		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	2,174.94
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	295.46
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	95.62
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	142.59
MICHIGAN ECONOMIC DEVEL	2015 MEMBERSHIP/ELSINGA	270.00
	Total For Dept 171.00 MANAGER	2,978.61
Dept 191.00 ACCOUNTING		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	402.78
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	43.07
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	22.95
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	34.47
ABRAHAM & GAFFNEY, P.C.	ACCOUNTING SERVICES MAY	2,329.00
H.J. UмбаUGH & ASSOCIATES	CONTINUING DISCLOSURE FILING	450.00
	Total For Dept 191.00 ACCOUNTING	3,282.27
Dept 215.00 CLERK		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	2,577.71
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	257.80
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	66.30
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	99.39
MUNICODE	CODIFICATION - SUP. 17	3,515.00
	Total For Dept 215.00 CLERK	6,516.20
Dept 228.00 INFORMATION TECHNOLOGY		
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	25.50
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	38.18
APPLICATION SPECIALIST KO	BACKUP DEVICE SETUP & SERVICE FEE	3,389.33
APPLICATION SPECIALIST KO	CREDIT	(194.00)
MICROTECH SERVICES, INC.	CHASE SECURITY RENEWAL	270.00
	Total For Dept 228.00 INFORMATION TECHNOLOGY	3,529.01

Dept 253.00 TREASURERS		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	1,208.31
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	214.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	44.62
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	66.50
BRINK'S INCORPORATED	BRINKS SERVICES/JUNE	606.24
	Total For Dept 253.00 TREASURERS	<u>2,140.40</u>

Dept 257.00 ASSESSING		
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	214.73
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	41.64
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	62.26
	Total For Dept 257.00 ASSESSING	<u>318.63</u>

Dept 262.00 ELECTIONS		
ELECTION SOURCE	TABULATORS & MEMORY PACK READER	3,328.00
	Total For Dept 262.00 ELECTIONS	<u>3,328.00</u>

Dept 265.00 BUILDING & GROUNDS		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	1,374.72
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	188.89
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	42.12
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	60.39
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	228.87
BOYNTON FIRE SAFETY SERV	BACKFLOW INSPECTIONS-CSC	195.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT/CSC	32,383.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	975.00
SAFETY SYSTEMS, INC	CARBON MONOXIDE DETECT/INSTALL	529.00
SCHAFFER'S INC.	MOWING 2045 CEDAR	34.50
SCHAFFER'S INC.	MOWING 2045 CEDAR	138.00
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	704.62
BOARD OF WATER & LIGHT	WATER 2004 AURELIUS	5.84
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	437.60
PURE GREEN LAWN & TREE	LAWN AND TREE FERTILIZER ICSD/	265.00
ACE HARDWARE	3 TOILET FLUSH LEVERS/CSC	18.97
ACE HARDWARE	2 GALV NIPPLES/CSC	2.78
LOWE'S CREDIT SERVICES	FULL VENT SOFFIT/CSC	11.65
LOWE'S CREDIT SERVICES	MATERIALS/CSC FACING & SOFFIT	198.12
MICHIGAN COMPANY	1 CASE OF (4) 2L CONCENTRATED	135.38
	Total For Dept 265.00 BUILDING & GROUNDS	<u>37,929.45</u>

Dept 276.00 CEMETERY		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	557.67
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	76.62
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	17.08
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	24.50
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	92.84
LOWE'S CREDIT SERVICES	80LB BAG OF READY MIX CONCRETE	145.20
LOWE'S CREDIT SERVICES	CONCRETE	41.44
PURE GREEN LAWN & TREE	LAWN AND TREE FERTALIZATION	1,039.00
GRANGER	MONTHLY DUMPSTER SERVICE	76.00
	Total For Dept 276.00 CEMETERY	<u>2,070.35</u>

Dept 281.00 STORMWATER		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	350.17
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	48.12
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	10.73
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	15.38
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	58.30
GRANGER	DRYING BED/STREET SPOILS	1,008.00
	Total For Dept 281.00 STORMWATER	<u>1,490.70</u>

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	4,994.32
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	606.54
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	142.81
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	213.39
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	123.53
INGHAM COUNTY TREASURER	TAX FORECLOSED PROPERTIES	69,305.90
THE PARTS PLACE	1 REAR TURN SIGNAL BULB/#58	1.29
CANON FINANCIAL SERVICES	CANON COPIER LEASE & METER USAGE	1,188.77
SCHAFFER'S INC.	MOWING VACANT LOT AURELIUS RD	34.50
SCHAFFER'S INC.	MOWING 6545 AURELIUS RD	51.75
SCHAFFER'S INC.	MOWING 1909 PAGEANT WAY	34.50
SCHAFFER'S INC.	MOWING WILLOUGHBY RD VACANT LOT	51.75
SCHAFFER'S INC.	MOWING 4651 DON	34.50
SCHAFFER'S INC.	MOWING 4394 DAVLIND	43.13
SCHAFFER'S INC.	MOWING 4004 DELL	51.75
SCHAFFER'S INC.	MOWING 1850 CEDAR	77.63
SCHAFFER'S INC.	MOWING 2138 DEAN	34.50
SCHAFFER'S INC.	MOWING 2298 CEDAR	34.50
SCHAFFER'S INC.	MOWING VACANT LOT WITHERSPOON	34.50
SCHAFFER'S INC.	MOWING 1185 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1308 YARROW	34.50
SCHAFFER'S INC.	MOWING 1282 WILDFLOWER	43.13
SCHAFFER'S INC.	MOWING 1246 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1236 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1228 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1218 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1179 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1184 WILDFLOWER	34.50
SCHAFFER'S INC.	MOWING 1192 WILDFLOWER	34.50
SCHAFFER'S INC.	VACANT LOT MOWING AURELIUS RD	69.00
MICHIGAN DEMOLITION & EX	5054 HOLT RD - DEMOLITION	5,800.00
MICHIGAN DEMOLITION & EXC	5046 HOLT RD - DEMOLITION	9,500.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	<u>92,782.19</u>

Dept 752.00 PARKS ADMINISTRATION		
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	1,208.32
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	129.21
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	70.98
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	106.50
	Total For Dept 752.00 PARKS ADMINISTRATION	<u>1,515.01</u>

Dept 771.00 PARKS		
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	1,082.77
MENARDS LANSING SOUTH	GREASE/GREASE GUN/J-HOOK TIE	72.90
LANSING SANITARY SUPPLY	TOILET TISSUE/HAND SOAP/HANDTOWEL	462.32
ACE HARDWARE	3 WHITE STRIPING PAINT	25.47
ACE HARDWARE	4 CABLE TIES	15.56
ACE HARDWARE	2 MISC. MDSE.	3.93
FASTENAL COMPANY	SNAPS	4.47
SIEMENS INDUSTRY, INC.	HVAC CONTRACT/SR. CENTER	4,789.00
AMERICAN RENTAL	PORTABLE TOILETS	145.00
AMERICAN RENTAL	PORTABLE TOILETS	300.00
GRANGER	MONTHLY DUMPSTER SERVICE	150.00
MODEL COVERALL SERVICE	UNIFORM PANTS	73.43
MODEL COVERALL SERVICE	UNIFORM PANTS	51.49
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	259.40
BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	44.37
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS #PARK	321.31
BOARD OF WATER & LIGHT	WATER 4050 KELLER	181.40
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	29.24
BOARD OF WATER & LIGHT	WATER 4030 KELLER	89.18
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	167.80
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	46.70
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	164.00
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	40.10
B & D ELECTRIC, INC.	ELECTRICAL SUPPLIES & LABOR/	439.00
ACE HARDWARE	1 POT & 1 FLAT OF FLOWERS	15.68
MENARDS LANSING SOUTH	LUMBER/TWIST LOCK PHOTO CONTROL	125.60
MENARDS LANSING SOUTH	LUMBER/ANTIFREEZE/CLEVIS PIN/SUPER CI	77.36
METAL FRAMES, INC	REPAIR DOOR	83.30
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SENIOR CENTER	260.00
SAFETY SYSTEMS, INC	QTRLY MONITORING/SENIOR CENTER	90.00
BOYNTON FIRE SAFETY SERV	BACKFLOW INSPECTION-PARKS	325.00
JOHN DEERE LANDSCAPES	2 PROSECUTOR PRO 2.5 GAL	141.76
LOWE'S CREDIT SERVICES	FLOWERS & MIRACLE GROW	101.05
MENARDS LANSING SOUTH	5 PAVER LOCKING SAND/SAND	66.80
MENARDS LANSING SOUTH	FLOWERS/CUSHION/NOZZLES/SPRAY	143.05
MENARDS LANSING SOUTH	POLYTEES/COUPLINGS/HOSE CLAMPS	22.98
D & G EQUIPMENT INC	4 HYDRAULIC OIL	58.16
SPARTAN DISTRIBUTORS	2 ALTERNATOR BELTS & FREIGHT	84.54
SPARROW OCC HEALTH SERV	PHYSICALS	103.50
	Total For Dept 771.00 PARKS	<u>10,657.62</u>

Dept 774.00 RECREATION		
DON LAMBIE	14 DZ MEN'S SOFTBALLS	546.00
PAULA K. HARNEY	REPLACE UNCASHED CK 88618 DTD	75.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	75.00
POP-ITY POPCORN CO. LLC	SNO CONES SUPPLIES/KIDS DAY	169.00
	Total For Dept 774.00 RECREATION	<u>865.00</u>

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE JULY	32.40
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JULY	6,347.79
MEDICAL MANAGEMENT SYST	AMBULANCE BILLING FEES MAY	4,515.26
MICHIGAN MUNICIPAL RISK	2015 PROPERTY/LIABILITY INSURANCE	10,768.64

RICOH USA, INC	PRINCIPAL	138.67
RICOH USA, INC	INTEREST	68.95
	Total For Dept 850.00 OTHER FUNCTIONS	<u>21,871.71</u>
	Total For Fund 101 GENERAL FUND	<u>213,375.05</u>

Fund 206 FIRE FUND

Dept 000.00

MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2015 - 6/30/2016	28,701.42
	Total For Dept 000.00	<u>28,701.42</u>

Dept 336.00 FIRE DEPARTMENT

HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE JULY	4.05
BLUE CROSS BLUE SHIELD	RETIREES HEALTH INSURANCE JULY	904.71
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	11,205.68
DELTA DENTAL PLAN OF	DENTAL INSURANCE JULY	1,615.09
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	248.37
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	527.30
SHIFT CALENDARS, INC.	2016 SHIFT CALENDARS	137.02
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	787.91
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	0.95
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	199.60
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	445.54
MICHIGAN STATE UNIVERSITY	MEDICAL SUPPLIES	577.45
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	142.39
MOORE MEDICAL, LLC	FUEL SURCHARGE	0.79
MOORE MEDICAL, LLC	MEDICAL SUPPLIES	135.00
CALLBACK STAFFING SOLUT	CALL BACK STAFFING JUNE	99.99
BURNHAM & FLOWER	PROVIDENT VOLUNTEER FIRE INSUR	1,129.84
MICHIGAN MUNICIPAL RISK	2015 PROPERTY/LIABILITY INSURANCE	11,139.98
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	37.48
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	36.50
ACE HARDWARE	BOWL BRUSH	3.99
ACE HARDWARE	1 HOT WATER HOSE	36.99
ACE HARDWARE	EAR PLUGS	5.07
RAFT	5 TO ADDEND 3-DAY BLUE CARD	2,000.00
	Total For Dept 336.00 FIRE DEPARTMENT	<u>31,421.69</u>
	Total For Fund 206 FIRE FUND	<u>60,123.11</u>

Fund 207 POLICE FUND

Dept 301.00 POLICE

INGHAM COUNTY TREASURER	POLICE CONTRACT JUNE	208,259.08
	Total For Dept 301.00 POLICE	<u>208,259.08</u>

Total For Fund 207 POLICE FUND 208,259.08

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

FIRE SERVICE MANAGEMENT	TURNOUT GEAR CLEANING	56.00
FIRST DUE FIRE SUPPLY CO.	4 FIRE HOSE	2,380.01
FIRST DUE FIRE SUPPLY CO.	SHIPPING	100.00
THE PARTS PLACE	(4)40# BAGS OIL DRY	41.60
SUPERIOR SAW	PARTS/LABOR/GALLON MOTO MIX/CHAIN	372.78

SUPERIOR SAW	PARTS & LABOR/SAW	184.81
FIRST DUE FIRE SUPPLY CO.	AIR MONITOR REPAIR	102.84
FIRST DUE FIRE SUPPLY CO.	2 NOZZLE REPAIR KITS & SHIPPING'	53.20
FIRST DUE FIRE SUPPLY CO.	NOZZLE REPAIR	948.90
STRYKER SALES CORP	LABOR & TRAVEL/COT MAINT	197.50
STRYKER SALES CORP	LABOR & TRAVEL/COT MAINT	197.50
STRYKER SALES CORP	PARTS & LABOR/COT REPAIR	371.24
STRYKER SALES CORP	PARTS & LABOR/COT REPAIR	782.90
ACE HARDWARE	2 PKG VELCRO/LINEAR	11.97
CITY OF LANSING FLEET SERV	SOLENOID & LABOR/#373	450.98
THE PARTS PLACE	2 WIER BLADES/#383	49.58
CITY OF LANSING FIRE DEPT	4 ACLS & HCP CARDS	14.00
Total For Dept 339.00 EQUIPMENT & APPARATUS		<u>6,315.81</u>

Total For Fund 211 FIRE EQUIP. & APPARATUS FUND 6,315.81

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 000.00

MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2015 - 6/30/2016	<u>325.54</u>
Total For Dept 000.00		325.54

Dept 728.00 DDA ADMINISTRATION

DBI BUSINESS INTERIORS	CUSTOM STAMP	29.15
FAHEY SCHULTZ BURZYCH	LEGAL FEES MAY	528.00
MICHIGAN MUNICIPAL RISK	2015 PROPERTY/LIABILITY INSURANCE	742.66
BOYNTON FIRE SAFETY SERV	BACKFLOW INSPECTION-DDA	<u>130.00</u>
Total For Dept 728.00 DDA ADMINISTRATION		1,429.81

Dept 729.00 DDA MARKETING & PROMOTION

ACD.NET, INC.	WIFI 6/1-7/1/2015	69.95
ACE HARDWARE	2 WEED & GRASS KILLER	13.98
BLOHM CREATIVE PARTNERS	MAY WEB MAINTENANCE & HOSTING	<u>520.00</u>
Total For Dept 729.00 DDA MARKETING & PROMOTION		603.93

Dept 850.00 OTHER FUNCTIONS

SIEMENS INDUSTRY, INC.	HVAC CONTRACT/DDA	2,025.00
GRANGER	MONTHLY DUMPSTER SERVICE	130.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	420.00
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	118.84
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	23.60
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	45.20
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	26.58
HAYHOE ASPHALT PAVING LLC	2045 CEDAR/PARKING LOT CRACK FILL	<u>720.00</u>
Total For Dept 850.00 OTHER FUNCTIONS		3,509.22

Dept 905.00 DEBT SERVICE

US BANK	PAYING AGENT FEES 4589_5	<u>150.00</u>
Total For Dept 905.00 DEBT SERVICE		150.00

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 6,018.50

## Fund 590 SEWAGE DISPOSAL SYSTEM

## Dept 000.00

ANDERSON, DAVID	Basic Service Charge	20.40
BACK, BRAYTON	Basic Service Charge	5.10
BENJAMIN, BRAD	Sewer Usage	95.50
DOEPKER, BRIAN	Basic Service Charge	75.10
GROSSHANS, BEN	Basic Service Charge	60.22
ROSALES, MANUEL	Basic Service Charge	40.10
SERVEN, JANIS	Basic Service Charge	117.04
ESTATE OF SHIRLEY J HURNI	Basic Service Charge	467.90
VALLURU, MANIKANTH	Basic Service Charge	45.20
WELCH, RICHARD II	Basic Service Charge	15.30
WILLIAMS, BRIAN	Basic Service Charge	30.70
BLUE CROSS BLUE SHIELD	RETIREEES HEALTH INSURANCE JULY	97.11
MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP 7/1/2015 - 6/30/2016	12,207.60
	Total For Dept 000.00	13,277.27

## Dept 548.00 ADMINISTRATION &amp; OVERHEAD

HARTFORD LIFE INSURANCE	RETIREEES LIFE INSURANCE JULY	16.20
BLUE CROSS BLUE SHIELD	RETIREEES HEALTH INSURANCE JULY	2,325.16
PROGRESSIVE IMPRESSIONS	MAY SEWER BILLS	533.43
MICHIGAN MUNICIPAL RISK	2015 PROPERTY/LIABILITY INSURANCE	14,481.97
	Total For Dept 548.00 ADMINISTRATION & OVERHEAD	17,356.76

## Dept 558.00 DEPT OF PUBLIC SERVICE

BLUE CROSS BLUE SHIELD	HEALTH INSURANCE JULY	10,686.54
DELTA DENTAL PLAN	DENTAL INSURANCE JULY	1,468.33
HARTFORD LIFE INSURANCE	LIFE INSURANCE JULY	327.38
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE JULY	469.42
LANSING ICE & FUEL CO	GASOLINE 6/1-15/2015	1,779.17
MODEL COVERALL SERVICE	STAFF UNIFORMS/POTW	78.87
MODEL COVERALL SERVICE	STAFF UNIFORMS/MAINTENANCE	86.82
AIRGAS USA, LLC	CYLINDER RENTAL	141.01
GRAINGER	FLUKE CLAMP AMP METER	186.50
ACE HARDWARE	2 OIL CANS/POTW & MAINTENANCE	13.98
LOWE'S CREDIT SERVICES	SAWSALL	96.86
LOWE'S CREDIT SERVICES	12 PC SCREWDRIVER SET	14.23
ALEXANDER CHEMICAL CORP	CREDIT	(225.00)
ALEXANDER CHEMICAL CORP	HYPOCHLORITE SOLUTION	3,814.92
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	884.50
HUBBELL, ROTH & CLARK, INC	CHISHOLM HILLS SEWER SYSTEM STUDY	68.20
UNITED PARCEL SERVICE	SHIPPING CHARGES	41.20
UNITED PARCEL SERVICE	SHIPPING CHARGES	78.54
GRANGER	YARD WASTE DISPOSAL	390.00
GRANGER	MONTHLY SCREEN DEBRIS	387.50
GRANGER	MONTHLY DUMPSTER SERVICE	201.21
GRANGER	GREASE, DRYING BED, VACTOR	339.50
SPOK, INC	PAGER SERVICE	59.39
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	250.34
BOARD OF WATER & LIGHT	WATER 3505 HOLT	83.57
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	78.00
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	146.93
BOARD OF WATER & LIGHT	WATER 4280 DELL	20.15

BOARD OF WATER & LIGHT	WATER 5961 MC CUE	379.58
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	269.80
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	77.42
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	80.28
THE PARTS PLACE	24 QTS 30W OIL/MOWER MAINTENANCE	95.76
ACE HARDWARE	1 SMART LOCK/HOLT RD L.S.	17.99
CATHEY COMPANY	2 PUSH-CONNECT/L.S.D.	7.38
LOWE'S CREDIT SERVICES	DEHUMIDIFER/PINE TREE L.S.	232.75
JACK DOHENY SUPPLIES, INC	STANLEY/HONDA HYDRAULIC POWER	3,348.82
JACK DOHENY SUPPLIES, INC	TIGER TAIL HOSE GUIDE	70.00
JACK DOHENY SUPPLIES, INC	SPOT LIGHT CONNECTORS	21.14
JACK DOHENY SUPPLIES, INC	CAM STICK	65.00
JACK DOHENY SUPPLIES, INC	CAM STICK GAFFIN TOOL	75.00
JACK DOHENY SUPPLIES, INC	NOZZLE ORIFACE KIT 2.3	166.24
JACK DOHENY SUPPLIES, INC	MANHOLE CABLE GUIDE	219.00
POWER LINE SUPPLY COMP	TESTING 1 PR OF ELECTRICAL GLOVES	45.55
ACE HARDWARE	2 SEAL THREAD TAPE/4 BATTERIES/	23.94
ACE HARDWARE	10 MISC. MDSE./CAMERA TRUCK	9.04
ACE HARDWARE	1 CANTILEVER TOOL BOX/VACTOR 5A	29.99
LOWE'S CREDIT SERVICES	DUCT TAPE (ROLL)	66.30
LOWE'S CREDIT SERVICES	KOBALT HOSE/CLAMPS/FITTINGS/POTW	25.13
SONICSOLUTIONS, LLC	SS-400 ALGAE CONTROL TRANSDUCER	2,995.00
SONICSOLUTIONS, LLC	SHIPPING	17.50
THE PARTS PLACE	1 ANTI-SEIZE LUBRICANT/MOWERS	8.99
BOYNTON FIRE SAFETY SERV	BACKFLOW INSPECTIONS-MAINT	910.00
PURE GREEN LAWN & TREE	LAWN AND TREE FERTALIZATION	232.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT/POTW	27,391.00
SIEMENS INDUSTRY, INC.	HVAC CONTRACT/MTC	6,070.00
OVERHEAD DOOR CO OF LANS	LUBE & LABOR/POTW RBC BUILDING	174.22
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	260.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	260.00
FLIER'S QUALITY WATER SYS	CARBON FILTER	6.81
FLIER'S QUALITY WATER SYS	DI CANNISTER FILTER CHANGE OUT	232.00
FLIER'S QUALITY WATER SYS	SERVICE CALL	85.00
HARPER INDUSTRIAL CONST	LABOR & MATERIALS/REPAIR RAILS	2,570.00
FRANKIE D'S AUTO & TRUCK	LOF/#28	53.00
FRANKIE D'S AUTO & TRUCK	LOF/#24	35.00
FRANKIE D'S AUTO & TRUCK	LOF/#26	35.00
ROGER ADAMS	CDL LICENSE RENEWAL/ADAMS	47.00
SPARROW OCC HEALTH SERV	PHYSICALS	266.00
	Total For Dept 558.00 DEPT OF PUBLIC SERVICE	<u>68,942.69</u>
	Total For Fund 590 SEWAGE DISPOSAL SYSTEM	<u>99,576.72</u>
Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND		
Dept 735.00 LOCAL SITE REMEDIATION		
FOSTER, SWIFT, COLLINS	ENVIRONMENTAL LEGAL FEES MAY	3,936.10
PARSONS BRINCKERHOFF, INC.	FINAL PAYMENT 2022 CEDAR ENVIRON	5,900.00
	Total For Dept 735.00 LOCAL SITE REMEDIATION	<u>9,836.10</u>
	Total For Fund 643 LOCAL SITE REMEDIATION REVOLVING FUND	<u>9,836.10</u>
	Total For All Funds:	<u>603,504.37</u>

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated June 18, 2015**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 108110 through 108148 & direct deposits numbers: DD20432 through DD20523. 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: June 18, 2015

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

**II. Payroll Report**

The June 18, 2015 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$84,657.47	\$23,700.69	\$60,956.78
Fire Dept. Fund	49,118.48	15,338.44	\$33,780.04
DDA	4,110.79	919.51	\$3,191.28
Sewer Fund/Receiving	40,514.87	12,052.46	\$28,462.41
<b>Total Payroll</b>	<b>\$178,401.61</b>	<b>\$52,011.10</b>	<b>\$126,390.51</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$6,180.04	\$5,740.58	\$35,621.31
Fire Dept. Fund	3,664.50	3,586.31	22,589.25
DDA	143.60	82.68	1,145.79
Sewer Fund/Receiving	3,012.37	3,015.95	18,080.78
<b>Total Payroll</b>	<b>\$13,000.51</b>	<b>\$12,425.52</b>	<b>\$77,437.13</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on June 18, 2015 and identified as follows:

**6/18 Net Pay Disbursement in Common Savings (\$126,390.51)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on July 7, 2015, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated June 18, 2015 was reviewed, audited, and approved.

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

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

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated July 2, 2015**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 108152 through 108184 & direct deposits numbers: DD20524 through DD20617. 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: July 2, 2015

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

**II. Payroll Report**

The July 2, 2015 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$80,601.34	\$22,280.61	\$58,320.73
Fire Dept. Fund	47,745.98	15,064.87	\$32,681.11
DDA	4,224.57	947.53	\$3,277.04
Sewer Fund/Receiving	39,815.21	11,551.49	\$28,263.72
<b>Total Payroll</b>	<b>\$172,387.10</b>	<b>\$49,844.50</b>	<b>\$122,542.60</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$5,870.10	\$5,671.61	\$33,822.32
Fire Dept. Fund	3,528.48	3,433.33	22,026.68
DDA	152.28	82.68	1,182.49
Sewer Fund/Receiving	2,958.44	2,950.71	17,460.64
<b>Total Payroll</b>	<b>\$12,509.30</b>	<b>\$12,138.33</b>	<b>\$74,492.13</b>

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

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on July 2, 2015 and identified as follows:

**7/02 Net Pay Disbursement in Common Savings (\$122,542.60)**

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

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on July 7, 2015, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated July 2, 2015 was reviewed, audited, and approved.

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

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

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 24, 2015

**RE:** Recommendation for Reappointment to the Delhi Downtown Development Authority Board and Brownfield Redevelopment Authority

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The appointment term of member Tonia Olson to serve on the DDA Board expires July 21, 2015. Because the Brownfield Redevelopment Authority by-laws state that the Authority shall consist of the members of the Delhi Charter Township Downtown Development Authority Board, her term on the Brownfield Redevelopment Authority also expires on July 21, 2015.

Ms. Olson has agreed to be reappointed for an additional four-year term to both the DDA Board and the Brownfield Redevelopment Authority. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Tonia Olson to the Delhi Township Downtown Development Authority Board and the Delhi Township Brownfield Redevelopment Authority for a four-year term, effective July 21, 2015 – July 21, 2019.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 24, 2015

**RE:** Recommendation for Reappointment to the Delhi Downtown Development Authority Board and Brownfield Redevelopment Authority

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The appointment term of member Hugh Timothy Fauser to serve on the DDA Board expires July 21, 2015. Because the Brownfield Redevelopment Authority by-laws state that the Authority shall consist of the members of the Delhi Charter Township Downtown Development Authority Board, his term on the Brownfield Redevelopment Authority also expires on July 21, 2015.

Mr. Fauser has agreed to be reappointed for an additional four-year term to both the DDA Board and the Brownfield Redevelopment Authority. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Hugh Timothy Fauser to the Delhi Township Downtown Development Authority Board and the Delhi Township Brownfield Redevelopment Authority for a four-year term, effective July 21, 2015 – July 21, 2019.**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 24, 2015

**RE:** Recommendation for Reappointment to the Delhi Downtown Development Authority Board and Brownfield Redevelopment Authority

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The appointment term of member Steven Marvin to serve on the DDA Board expires July 21, 2015. Because the Brownfield Redevelopment Authority by-laws state that the Authority shall consist of the members of the Delhi Charter Township Downtown Development Authority Board, his term on the Brownfield Redevelopment Authority also expires on July 21, 2015.

Mr. Marvin has agreed to be reappointed for an additional four-year term to both the DDA Board and the Brownfield Redevelopment Authority. I therefore recommend the following motion:

**RECOMMENDED MOTION:**

**To reappoint Steven Marvin to the Delhi Township Downtown Development Authority Board and the Delhi Township Brownfield Redevelopment Authority for a four-year term, effective July 21, 2015 – July 21, 2019.**



## MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: June 23, 2105

RE: SUP #15-278, 2168 N. Cedar, Century Development LLC,  
Caterpillar Corner Child Care Center

At their meeting on June 22<sup>nd</sup>, the Planning Commission (PC) voted unanimously to recommend approval of a Special Use Permit (SUP) for a Child Care Center to be located on the first floor of the building located at 2168 N. Cedar. The requested SUP is pursuant to Section 8.6.3(9)(c)(3) of the Zoning Ordinance (ZO), which regulates the operation of daycares for more than 12 children in all commercial zoning districts.

The proposed Child Care, called Caterpillar Corner, will be state licensed to provide care for up to 40 children. As is typical, children will be placed in groups based on their age and care needs. The child care will be open from 6:30 AM to 6:00 PM, Monday through Friday.

The childcare will require an outdoor play area. Pursuant to ZO requirements, this area will be located on the south side of the building and will be enclosed by a fence. In addition, a 10' wide landscape buffer will surround the play area. The attached staff report includes additional information and details about the proposal.

The SUP, as recommended by the PC, includes three conditions that will help to ensure that the intent of the ZO is achieved and that the childcare is an asset for the area. An excerpt from the draft meeting minutes is attached; however, the motion passed by the PC is as follows:

*Public Hearing Opened @ 6:42 p.m.  
There were no comments from the public.  
Public Hearing Closed @ 6:42 p.m.*

*Berry-Smokoski moved, seconded by Goodall to recommend to the Township Board approval of SUP #15-278 for the operation of a Child Care Center pursuant to Section 8.6.3(9)(c)(3) of the Zoning Ordinance on property located at 2168 Cedar Street (33-25-05-14-302-012). The following conditions to apply:*

- 1. Fencing, gates and latching mechanisms around the outdoor play area must be of a type sufficient to prevent unauthorized access by outsiders to the play area and to prevent children in care from leaving the area without appropriate supervision.*

2. *Must be and remain in compliance, at all times, with all requirements of the State of Michigan pertaining to childcare licensing.*
3. *Noise originating from the Child Care Center shall not exceed 65dB at any property line.*

*The Planning Commission has received the "Basis for Determination for Granting a Special Use Permit" and has found that the general and specific standards outlined in Section 8.1.3 have been satisfied and that those findings are accurately reflected in the document entitled "Basis for Determination for SUP# 15-278" dated June 15, 2015 and it is fully incorporated into this motion and the official meeting minutes.*

*Discussion: None.*

*A Roll Call Vote was recorded as follows:*

*Ayes: Berry-Smokoski, Goodall, Harmon, Lincoln, Zietlow*

*Nays: None*

*Absent: Craig, Leaf, O'Hara, Olson*

*Abstain: None*

*MOTION CARRIED*

As always, if you have any additional questions or need more information please do not hesitate to ask. Otherwise, please forward this information, along with your concurrence, to the Township Board for their consideration and action at the upcoming July 7<sup>th</sup> meeting. Thank you in advance for your time and attention to this matter.

**Recommended Motion to APPROVE:**

**To adopt Special Use Permit No. 15-278 for Century Development LLC, 2168 N. Cedar Street, Tax Parcel# 33-25-05-14-302-012, to permit a Child Care Center, as recommended by the Planning Commission at their June 22, 2015 meeting.**

**-OR-**

**Recommended Motion to DENY:**

**To deny Special Use Permit No. 15-278 for Century Development LLC, 2168 N. Cedar Street, Tax Parcel# 33-25-05-14-302-012**

**DELHI CHARTER TOWNSHIP  
INGHAM COUNTY, MICHIGAN**

**SPECIAL USE PERMIT NO. 15-278**

**APPLICANT:** CENTURY DEVELOPMENT, LLC (CHILDCARE CENTER)

**SPECIAL USE PERMIT ADDRESS:** 2168 N. CEDAR STREET  
33-25-05-14-302-012

**DATE ADOPTED:** July 7, 2015

**PURPOSE:** PERMIT A CHILDCARE CENTER PURSUANT TO SECTION  
8.6.3(9)(C)(3) OF THE DELHI TOWNSHIP ZONING ORDINANCE

**CONDITIONS:**

1. **Fencing, gates and latching mechanisms around the outdoor play area must be of a type sufficient to prevent unauthorized access by outsiders to the play area and to prevent children in care from leaving the area without appropriate supervision.**
2. **Must be and remain in compliance, at all times, with all requirements of the State of Michigan pertaining to childcare licensing.**
3. **Noise originating from the Child Care Center shall not exceed 65dB at any property line.**

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

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

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

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



**PLANNING COMMISSION STAFF REPORT**  
**SPECIAL USE PERMIT, #15-278, 2168 CEDAR STREET**  
June 15, 2015



Tracy LC Miller, Director of Community Development

**PROPOSED USE:**

The applicant has requested approval of a Special Use Permit (SUP) for the operation of Child Care Center (12+ Children) in the TC: Town Center (TC) zoning district. Pursuant to Section 8.6.3(9)(c)(3) of the Zoning Ordinance (ZO), Child Care Centers are permitted in commercial districts by SUP. The TC zoning district is a mixed-use commercial district. The following specific ZO provisions apply:

8.6.3(9)(c)...

- (3) *Child Care Centers and Foster Care Centers shall be permitted in Commercial Districts, Agricultural (A-1), and Rural Residential (R-1A) Districts by Special Use Permit. They are not permitted in any industrial district or any residential district, except R-1A. The permit will require that:*
- (a) *All such child care centers and adult foster care establishments shall comply with existing state law with regard to barrier free access.*
  - (b) *All such child care centers and adult foster care establishments shall be duly licensed by the appropriate State agency.*
  - (c) *Buildings and lots shall conform to all State and local code requirements.*
  - (d) *Contiguous open space (play area) shall be a minimum of 1,200 square feet. Contiguous open space (play area) shall be provided exclusive of front yard, side yard, driveway, and parking areas.*
  - (e) *Fencing must be provided around all play areas and open recreational space per the requirements in Section 6.2.4 of the Zoning Ordinance. Fencing, gates and latching mechanisms must be of a type sufficient to prevent unauthorized access by outsiders to the play area and to prevent children in care from leaving the area without appropriate supervision.*
  - (f) *Open recreational space and play areas shall be screened with a type C buffer, as outlined in the Section 6.10 of this Ordinance.*

**DESCRIPTION:**

The Child Care Center proposes to occupy the entire first floor of the building, which is approximately 7,000 SF. This floor of the building was previously used by the Holt School District for the alternative education program. As a result, the need for interior modifications to the building will be minimal since there are already separate classrooms and other areas which can address the needs of different aged children.

The applicant represents that the daycare will be open Monday – Friday from 6:30 AM to 6:00 PM. The facility will accommodate three age groups of children. This includes infants/toddler, preschoolers and school agers. The center will accommodate up to 40 children and have a staff to child ratio of 1:2. It is very unlikely that all 40 children would be present at the exact same times, as parents will drop-off and pick-up according to their own schedules.

A before and after-school program will also be offered. The applicant states that homework assistance will be offered as a part of this program. It will run between 6:30 and 8:30 AM, and 3:45 and 6:00 PM.

The applicant states that the required State of Michigan childcare license will be complete on June 23<sup>rd</sup>. To maintain licensing, the facility must comply with all safety and welfare requirements of that license. The State provides inspections to verify compliance and a process for investigating complaints. More information about this process can be found at [www.Michigan.gov/lara](http://www.Michigan.gov/lara).

The second floor of the building is used by a dance studio. The studio is primarily open during the evening.

### **CONSIDERATIONS**

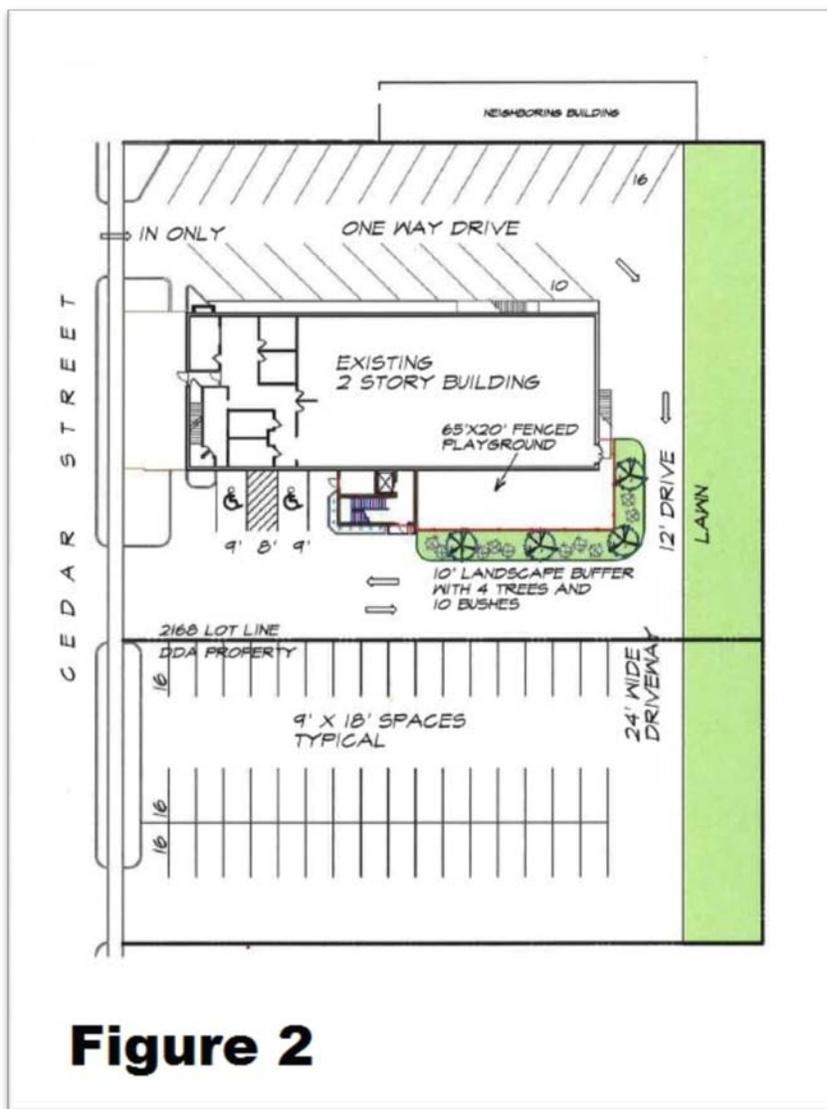
There are a number of issues that arise while evaluating this type of a land use. Below is an evaluation of the basic ordinance compliance issues (from sections outlined above) and other possible considerations:



- A. The TC district is a commercial district that accommodates a variety of uses. As such, Child Care Centers are permitted with an approved SUP. The SUP may contain any conditions that are deemed necessary to protect the occupants of the property or surrounding properties. Figure 1 shows the subject site in relation to surrounding land uses.
- B. Pursuant to Section 7.1.9(B)(3) of the ZO, Child Care Centers are required to have a minimum of 5 parking spaces, plus 1 additional space for each FTE employee and one space for every 5 children in attendance. In this case, a total of 28 spaces would be required if each of the 20 employees were assumed to be full-time (which they are not).

Figure 2 illustrates the location of the existing 29 on-site spaces. There is also a shared parking agreement between this property and the Farmer's Market. The 48 spaces located between the subject building and the Farmer's Market is also available for use. The Farmer's Market is open for a very limited number of hours each week, and primarily in the summertime. The busiest day is Saturday in the morning/early afternoon. The daycare is not open at this time.

There appears to be adequate separation between the hours of operation (and likely busy times) of the childcare, dance studio and farmers market to effectively accommodate



**Figure 2**

all parking needs within the existing parking available. However, if parking were to become an issue in the future, the ZO includes provisions to require additional parking be identified.

- C. Figure 2 also shows the proposed location of the required play area. It is approximately 65' x 20' (1,300 SF) in size, which meets the requirements of the ZO. It is located on the south side of the building towards the rear. The play area will be fenced. In addition, a type C (10' wide) buffer will be installed around the play area. It will contain 4 trees and 10 bushes. There is also an existing grass area between this property and the residential homes to the east. It provides additional buffer.

The play area is not located within any required setbacks or parking spaces. A 12' one-way drive will be maintained around the back of the building, which will provide a "drop-off and pick-up route" for parents. This meets the requirements of the ZO.

- D. Chapter 10 of the Township's Code of Ordinances prohibits any person or land use from creating an overly loud or unnecessary noise which disturbs the peaceful enjoyment or use of nearby properties. This section of the Code is enforced by the Sherriff's Dept rather than the Township's code enforcement official. It is not a provision that is easy to regularly enforce. In this case, it is better to include a condition in the SUP which requires the applicant to maintain reasonable noise levels, especially the outdoor play area. However, it is not reasonable to expect playing children to be totally quite at all times. Also, the perception of noise levels can also be highly subjective. Staff suggests setting a specific decibel level limit of 65dB at the property line. This is approximately equivalent to the noise of a normal conversation at a distance of 3'.

#### **RECOMMENDED MOTION TO APPROVE**

**Move to recommend to the Township Board approval of SUP #15-278 for the operation of a Child Care Center pursuant to Section 8.6.3(9)(c)(3) of the Zoning Ordinance on property located at 2168 Cedar Street (33-25-05-14-302-012). The following conditions to apply:**

- 1. Fencing, gates and latching mechanisms around the outdoor play area must be of a type sufficient to prevent unauthorized access by outsiders to the play area and to prevent children in care from leaving the area without appropriate supervision.**
- 2. Must be and remain in compliance, at all times, with all requirements of the State of Michigan pertaining to childcare licensing.**
- 3. Noise originating from the Child Care Center shall not exceed 65dB at any property line.**

The Planning Commission has received the "Basis for Determination for Granting a Special Use Permit" and has found that the general and specific standards outlined in Section 8.1.3 have been satisfied and that those findings are accurately reflected in the document entitled "Basis for Determination for SUP# 15-278" dated June 15, 2015 and it is fully incorporated into this motion and the official meeting minutes.

#### **MOTION TO DENY**

*Move to recommend to the Township Board denial of SUP #15-278 for a Child Care Center because the proposal does not comply with the require Basis for Determination Subsection \_\_\_\_ (fill in with specific citation).*

#### **GENERAL INFORMATION**

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APPLICANT: Century Development, LLC on behalf of Caterpillar Corner Child Care Center  
 OWNER OF RECORD: Century Development, LLC  
 LOCATION: 2168 Cedar Street  
 PARCEL I.D. NO.: 33-25-05-14-302-012  
 ZONING: TC: Town Center  
 REQUESTED ACTIVITY: Child Care Center  
 PROPERTY SIZE: .65 +/-  
 EXISTING LAND USE: Dance Studio on Upper Level  
 Lower Level is Currently Vacant  
 ADJACENT LAND USE: North: Happy's Inn & Inkporium Tattoo  
 South: Farmer's Market  
 East: Consumers Energy property/Residential home /vacant lot  
 West: Commercial building/ Vacant DDA property / Residential home  
 ADJACENT ZONING: North: TC: Town Center  
 South: PP: Public Property  
 East: R-1D: One & Two-Family Residential  
 West: TC: Town Center

### **MASTER PLAN OF DELHI CHARTER TOWNSHIP**

The 2002 – 2020 Master Plan of Delhi Charter Township, as amended in 2013, (MP) shows the subject property as planned for the continued development of Community Activity Center land uses on the Future Land Use Map. Land uses in this area are intended to meet the needs of residents and establish a visual and functional focal point for the community. These land uses provide basic services and promotes a sense of community identification and pride.

A Child Care Center is a necessary service, utilized directly by those within the community.

### **CONFORMANCE WITH SECTION 8.1.3**

Prior to action on any SUP application, the PC shall establish that the general and specific standards and requirement contained in Section 8.1.3 have been satisfied. The Planning Commission must review "Section 8.1.3 Basis for Determination for SUP#15-278" dated June 15, 2015 (attached) and make a determination regarding compliance with each finding.

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**SUP #15-278**  
**2168 Cedar Street**

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

***The Master Plan envisions this area continuing to be developed for Community Activity Center land uses. Use of this property as a Child Care Center will provide a service to area residents.***

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

***The conditions placed on the SUP will help to ensure that the site is designed and operated in a manner that is harmonious with the character of the area. The exterior of the building will not change and the addition of a viable business on the ground floor will help to enhance other properties in the area. The service being offered is likely to be utilized to those residents and employees within the Township.***

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

***The conditions recommended for the SUP should eliminate any potential disturbance that the presence of children playing outside could create. Having a viable business occupy a currently vacant structure will be a substantial improvement to the area.***

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

***The development receives fire and police protection from Delhi Charter Township. All infrastructure/public utilities are currently in place.***

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

***See 8.1.3 1 c) above.***

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

***The TC: Town Center district is intended to accommodate a mix of commercial and residential land uses that will contribute to a sense of place and community. The proposed Child Care Center will be a service that is utilized by area residents and employees.***

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

***See 8.1.3 1 c) above.***

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

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

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

***See 8.1.3 1 h) above.***

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

***The requirement for administrative Site Plan Review and the SUP, pursuant to Section 3.3 of the ZO, is anticipated to be sufficient to ensure protection as outline above.***

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

***See 8.1.3 2) above.***

**Date: June 15, 2015**

**PUBLIC HEARING, SUP No. 15-278, 2168 N. CEDAR STREET, CENTURY DEVELOPMENT, LLC, 33-25-05-14-302-012**

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Ms. Miller presented the staff report information for the proposed Caterpillar Corner Child Care Center located in the Town Center (TC) zoning district. This is an approved use in the TC district but does require a Special Use Permit (SUP). The daycare would occupy the entire first floor of the building and since this was previously the Holt Alternative Education location the need for interior changes would be minimal. A dance studio is on the second floor and is primarily open in the evening. Ms. Miller spoke about the zoning ordinance provisions that apply for this type of use, State laws and local code requirements, fencing, the play area and landscape around this area. Parking, noise levels and adult/child ratios were also discussed.

Commissioner Harmon wondered if the parking calculations were considered at the busy times, early morning or after work. Ms. Miller replied in the affirmative and stated that, if necessary, a shared parking agreement with the Farmer's Market or other nearby properties could provide additional space in the future.

The surface of the play area was questioned as well as the location of the specific drop-off point for the children.

Santrece Roberts, the applicant, spoke to the PC members and answered their questions.

**Public Hearing Opened @ 6:42 p.m.**

There were no comments from the public.

**Public Hearing Closed @ 6:42 p.m.**

**Berry-Smokoski moved, seconded by Goodall to recommend to the Township Board approval of SUP #15-278 for the operation of a Child Care Center pursuant to Section 8.6.3(9)(c)(3) of the Zoning Ordinance on property located at 2168 Cedar Street (33-25-05-14-302-012). The following conditions to apply:**

- 1. Fencing, gates and latching mechanisms around the outdoor play area must be of a type sufficient to prevent unauthorized access by outsiders to the play area and to prevent children in care from leaving the area without appropriate supervision.**
- 2. Must be and remain in compliance, at all times, with all requirements of the State of Michigan pertaining to childcare licensing.**
- 3. Noise originating from the Child Care Center shall not exceed 65dB at any property line.**

**The Planning Commission has received the "Basis for Determination for Granting a Special Use Permit" and has found that the general and specific standards outlined in Section 8.1.3 have been satisfied and that those findings are accurately reflected in the document entitled "Basis for Determination for SUP# 15-278" dated June 15, 2015 and it is fully incorporated into this motion and the official meeting minutes.**

EXCERPT FROM DRAFT  
PLANNING COMMISSION MEETING  
MINUTES FOR 6/22/15

Discussion: None.

A Roll Call Vote was recorded as follows:

Ayes: Berry-Smokoski, Goodall, Harmon, Lincoln, Zietlow

Nays: None

Absent: Craig, Leaf, O'Hara, Olson

Abstain: None

**MOTION CARRIED**

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members  
**FROM:** John B. Elsinga, Township Manager  
**DATE:** July 2, 2015  
**RE:** Proposal for Inspection of the Ductile Iron Holt Road Force Main

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Enclosed for your review and approval is a proposal from PICA Corporation for the "Condition Assessment Analysis" of 1,125 feet of ductile iron sewer force main along Holt Road in the amount of \$23,565.

This unique inspection process provides us with information on the condition of the force main both internally and externally. Upon completion of this inspection we can then determine the remaining useful life of the force main and then enter the estimated cost and year for replacement of any or all of the pipe into our Capital Improvement Plan (CIP). This process enables us to plan long range budgets that will sustain our publicly owned treatment system.

Therefore, I recommend the Board approve the cost proposal for inspection of the ductile iron sewer force main on Holt Road. This expenditure is eligible for 75 – 90% SAW grant reimbursement. The remaining costs are available in the Sewer Fund budget.

**Recommended Motion:**

**To approve the Proposal for Inspection of the Ductile Iron Holt Road Force Main from PICA Corporation in the amount of \$23,565.**

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**INTEROFFICE MEMORANDUM**

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**TO:** JOHN ELSINGA, TOWNSHIP MANAGER  
**FROM:** SANDRA DIORKA, DIRECTOR OF PUBLIC SERVICES  
**SUBJECT:** HOLT ROAD FORCE MAIN & CONDITION ANALYSIS  
**DATE:** JUNE 26, 2015  
**COPY TO:** FILE



There are twelve (12) existing sanitary sewage Lift Stations and Force Mains serving the Publicly Owned Treatment Works (POTW) customers. Of these, all but two (2) of the Force Mains are constructed of Ductile Iron Pipe (DIP). This pipe material can corrode from the inside or the outside over time as we have seen with the Eifert Road Force Main; which is being replaced with a new one constructed of PVC and HDPE. The Eifert Road Force Main corrosion started from the pipe exterior; meaning the soils around the pipe are corrosive.

We reviewed several companies specializing in pipe condition inspection to determine the condition of the DIP Force Mains. All but one of these companies performs pipe condition inspection of only the pipe interior. One company that can test the condition of both the pipe interior and exterior is Pipeline Inspection and Condition Analysis Corporation (PICA).

A pricing matrix was received from PICA in July 2013 that included estimated costs to inspect the Force Mains. These costs were included in our SAW grant application and planned for in the 2016 budget.

Recently PICA offered to test one Force Main, Holt Road, as a "pilot" test. This would be helpful to evaluate the work required to be performed and coordinated by the Township such as providing suitable access to the Force Main at both the Lift Station and the downstream end including excavation of buried Force Main pipe, modifications to the piping to allow PICA to install their pigging and testing tools, launching device, traffic control and temporary bypass pumping of the Lift Station during testing.

As you know, the Township was awarded the Stormwater Asset Management and Wastewater (SAW) grant last year and an average of eighty-five percent of the cost for the Holt Road Force Main inspection is eligible for reimbursement.

A proposal to perform Force Main inspection, analysis, project management, mobilization/ demobilization, and progressive pipeline pigging was received from PICA. I respectfully request you ask the Township Board to approve the proposal from PICA to perform testing of the Holt Road Force Main for a cost of \$23,565.00. Funds are available in the Department of Public Services Equipment Repair & Maintenance – Collection System account 590-558.00-930.016.



**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix

**SENIOR ASSOCIATES**

Gary J. Tressel  
Kenneth A. Melchior  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Michael C. MacDonald  
Marvin A. Olane  
Marshall J. Grazioli  
James F. Burton  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 2101 Aurelius Road, Suite 2A  
Holt, MI 48842  
PHONE: 517.3694.7760  
WEBSITE: www.hrc-engr.com  
EMAIL: info@hrc-engr.com

June 29, 2015

Delhi Charter Township  
2074 Aurelius Road  
Holt, Michigan 48842-6320

Attn: Sandra Diorka, Director of Public Services

Re: Force Main Inspections  
SAW Grant Work

HRC Job No. 20140175.25

Dear Ms. Diorka:

In 2013, the Township's sanitary sewer force main on Eifert Road developed a leak. Upon inspection and replacement of the damaged sections of pipe, the failures were found to have been caused by corrosive soils attacking the exterior of the ductile iron pipe (DIP). The Eifert Road force main was repaired and the project to replace the pipe with a plastic pipe product is going out to bid in the near future. As similar soil conditions exist throughout the Township, this issue demonstrated the need to inspect the remaining Township force mains to determine repair or replacement needs and to perform better capital planning.

Preliminary quotes were received and a budget included in the Township's SAW Grant application. The work proposed will be completed with 82% of the funding coming from the grant.

There are twelve (12) existing sanitary sewage lift stations and force mains serving Delhi Township sewage customers including Eifert Road which does not require inspection. Of the remaining force mains, all but two (2) are constructed of DIP. HRC and Township staff have reviewed companies specializing in low disruption pipe condition inspection to evaluate the best approach to inspect the remaining nine (9) DIP force mains. Most companies employ a technology that inspects the interior of the pipe only. However, one company, Pipeline Inspection and Condition Analysis Corporation (PICA), is able to test the condition of both the pipe interior and exterior. A pricing matrix was received from PICA in July 2013 that included estimated costs to inspect the Township force mains.

Recently, PICA contacted the Township and offered to inspect the Holt Road force main as a "pilot" inspection as their equipment and staff would be in the area. Performing this inspection would be helpful to evaluate the overall inspection process, outputs, and any work necessary to access the force mains to be completed by the Township or another subcontractor. Lift station piping modifications, excavating access pits to install the equipment bypass pumping and other Township assistance may be needed.

A proposal to perform the Holt Road force main inspection, analysis, project management, mobilization/ demobilization, and progressive pipeline cleaning was received from PICA in the amount of \$23,565.00 (attached). A further clarification was made at the Township's request in the attached email from PICA dated June 25, 2015. This price is consistent with previous quotes, inspection costs with other technologies, and known industry pricing.

HRC recommends proceeding with the PICA inspection of the Holt Road force main by executing the necessary work/purchase order. PICA should provide the Township's normal insurance certificates and indemnifications. If you have any questions or require any additional information, please contact the undersigned.

Ms. Sandra Diorka  
June 29, 2015  
HRC Job Number 20140175.25  
Page 2 of 2

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Associate

TG/mvu  
pc: HRC; File

June 16, 2015

Sandra Diorka  
Delhi Charter Township  
Department of Public Services  
1492 Aurelius Road  
Holt, MI 48842

**RE: Proposal for inspection of the Ductile Iron Holt Rd forcemain in Delhi Township, MI**

Dear Sandra;

Please find enclosed a proposal to perform a 4 and 6 inch SeeSnake Condition Assessment on the Holt Rd forcemain in Delhi Township, MI. A site visit was completed on June 8, 2015 and PICA is pleased to offer inspection services and confirm a price of \$23,565.

**Inspection Plan**

PICA plans to set up a winch at Wyndham Hills Dr. Lift Station and use a single winch approach due to the number of bends in the line (both horizontally and vertically) this inspection should take one day to complete, however PICA will be on-site for a minimum 2 (most likely 3 days). In preparation of PICA's arrival we would expect the lid on the lift station to be removed and the meter inside removed allowing for the PICA hydrant adapter to be installed.



Tee to be removed

Tentative schedule is as follows:

- Day 1: arrive on site, perform walk through and start setting up and checking equipment.
- Day 2: set up hydrant adapter, clean line with foam pigs and perform inspection in 2 phases:
  - Phase 1 approximately 450 feet of six inch until the changeover to 4" near Heatherton Dr. Foam pigs will be retrieved from the discharge manhole on Holt Rd.
  - Phase 2 approximately 675 feet of 4" until 90° bend on Hamilton Rd leading to discharge manhole. PICA's 4" tool cannot navigate this sharp bend.
  - Upon completion crew will pack up, clean up all debris initiate data download.
- Day 3. Review data, if high quality start demobilization.



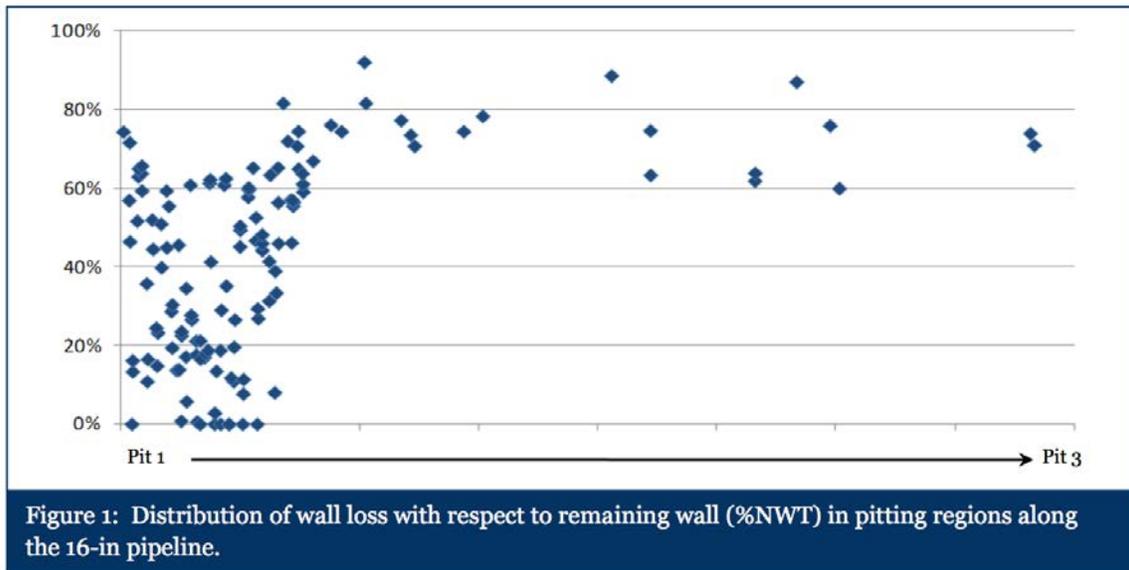
### SeeSnake Overview:

PICA's SeeSnake is an advanced condition assessment tool for inspection of Cast-Iron, Ductile-Iron and Steel pipelines. The free-swimming and tethered tool can inspect up to 17 miles (free-swimming) and 4500 feet (tethered) from a single insertion using flow or winch to propel it through the pipeline. SeeSnake tools employ high-resolution RFT (Remote Field Testing) technology, which is recognized by several standardization bodies (ASTM E2096.05, ASME section V, ASNT TC-1A). The tools are designed to find localized areas of wall loss and measure the depth and length of local wall loss indications. These parameters are critical in predicting the burst pressures of pipes (ASME B31G, DNV-RP-F1010), and thus preventing leaks and catastrophic burst failures.

### Inspection Deliverables

PICA's SeeSnake tool is able to provide a true condition assessment of metallic pipelines without contacting the pipe wall. Whereas acoustic leak detection, average wall measurements and local excavations provide a limited understanding of an asset's condition, the SeeSnake provides accurate measurements of the remaining pipe wall thickness as it travels continuously through a pipeline. This is accomplished by taking measurements in length intervals of less than one eights of an inch, 360 degrees around the circumference of the pipe. Our reports then highlight which areas of the pipeline are in need of attention.

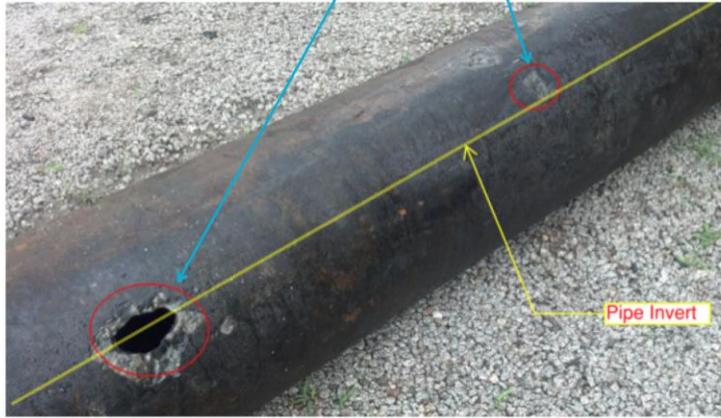
The ability to perform the measurements without contacting the internal pipe wall, makes the technology extremely suitable for waterlines, which have tight bends, internal tuberculation and low operating (driving) pressures to propel tight-fitting inspection tools to distance. The undersized See Snake tools can navigate through 0.7D AWWA C153 elbows and mitered bends; and without problems will allow for a full inch of internal scale and deposit build-up on the inside of the pipe.



The chart above is from a recent inspection of a concrete lined 16" ductile iron pipeline. Cast and ductile iron pipes corrode through a mechanism called graphitization. Graphitization produces a residual corrosion product that has some mechanical strength - although not as much as the original metal pipe. This means that the corrosion can be 100% through, but still able to withstand limited internal pressure (i.e. not leak). These corrosion areas become little time bombs that can be triggered by external events like water hammer, frost heaving, above ground traffic, ground disturbance, etc.

# Excavation of Stick 003 for Confirmation

Pipe Number	Joint Location Information			Average Remaining Wall (%)	Circumferential Wall Thickness Information				Local Wall Thickness Information						Comment		
	Start Location [ft]	End Location [ft]	Length [ft]		Max Circ Remaining Wall (%)	Min Circ Remaining Wall (%)	Min Local Remaining Wall 1	Location L1001 [ft]	Check Position L1001	Min Local Remaining Wall 2	Location L1002 [ft]	Check Position L1002	Min Local Remaining Wall 3	Location L1003 [ft]		Check Position L1003	
0010	0.00	19.84	19.84	92%	96%	87%	74%	6.76	8.30								
0020	19.84	39.39	19.55	95%	115%	88%	86%	11.75	8.20	67%	30.64	6.30	72%	32.77	6.00		
0030	39.39	59.89	20.60	85%	94%	83%	0%	42.12	6.00	13%	45.76	6.00	16%	45.30	2.00		



Defects that were identified by PICA as 0% remaining wall and 13% remaining wall were found within 2 inches and 1/2 hour clock position of their reported location.

## Schedule

After contract is executed PICA will try to coordinate the inspection when we are scheduled to perform an inspection in Columbus, OH. If unable to coordinate the mobilization rate may be increased to \$7,500 (Delhi Township will be notified prior to start of project).

## PICA Cost Proposal

Item	Per Unit Price	# of units	Total
Project Management	\$2,500	1	\$2,500
Site Visit	\$2,500	Completed	\$0
Mobilization (from Columbus, OH)	\$10	254	\$2,540
Inspection	\$15,000	1	\$15,000
Progressive Pigging	\$275	3	\$825
Analysis 6"	\$3	450	\$1,350
Analysis 4"	\$2	675	\$1,350
<b>Total</b>			<b>\$23,565</b>

## Payment Schedule and Terms:

- Mobilization is charged on Purchase Order.
- Inspection Fee and any stand-by charges are invoiced immediately on task completion.
- Analysis fees are charged upon acceptance of preliminary report.
- Payment terms are 30 days from invoice date

## Responsibilities:

Responsibilities	PICA	Client	Schedule/check list
Provide pipeline drawings and hydraulic information		X	Completed
Provide insertion site and entry requirements	X		Required
Site visit to confirm inspection sites	X	X	Completed

Provide safe and secure access to site		<b>X</b>	During surveys
Provide traffic control at site		<b>X</b>	During surveys

This quote is valid for a period of 90 days. To execute this contract please sign in the designated area below.

Thank you for your inquiry and please do not hesitate to contact myself with additional questions.

Respectfully submitted,

William (Bill) Jappy  
 Director of Sales & Marketing  
 PICA Corp

*Delhi Township agrees to the Terms and Conditions set forth within this document and will be executed when signed.*

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

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

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

# General Terms and Conditions

1. Force Majeure – PICA shall not be responsible for and shall have no liability in respect or of failure or of delay in performance hereunder if such failure or delay is due to any causes which are not reasonably within the control of PICA, including in particular but without limitation strikes, lock-outs, wars, earthquakes, storms, fires, floods, explosions, hurricanes, civil disturbance, terrorism, government actions.
2. Liability – PICA shall not be liable or responsible for any costs, claims of any nature, compensation, losses, or any consequential damages directly or indirectly resulting from the use of PICA equipment or services. These costs, claims, expenses and losses include (but are not limited to) downtime, damages, or injuries to the Customer or any other third party personnel, equipment, assets or property, unless such damage is the result of willful or gross misconduct. PICA does not accept any liability of any kind with respect to the pipeline fitness for service.
3. Any costs which arise due to circumstances involved in this work and which were not known till date, and which affect expedition of the work, will be charged to the customer. Any costs or charges incurred by PICA on behalf of the Customer for reimbursement by the Customer will be subject to a 15% surcharge for handling and administration.
4. No modification of any terms mentioned in this document shall be effective unless by express written agreement between the parties. The signing by PICA of any of the Customers documentation shall not imply any modification of these terms.
5. Without prejudice to any liquidated damages or other compensation, none of the parties shall be liable or responsible to the other party for indirect or consequential loss or damages suffered by the other party.
6. PICA reserves the right to terminate its services and remove its equipment and personnel from the work site at any time if in its opinion such action is advisable because of conditions affecting the services or surrounding circumstances.
7. Reports, records, assessments, evaluations and recommendations made by PICA shall not be construed as warranty or guarantee of the structural condition of the pipeline or any other condition of the pipeline. The customer hereby waives the right to any claim against PICA related to the foregoing.
8. In the unlikely event of equipment becoming lodged in the pipeline, PICA shall notify the Customer on the shortest possible term and as accurately as possible the location of the lodged tool. The Customer shall be responsible for the associated costs for equipment retrieval from the pipeline. Should the lodgment be determined to be the fault of PICA, it will conduct a re-run without additional costs. Should the lodgment be the fault of the customer, the customer shall reimburse PICA for all associated costs for repair or replacement of the tool and pay the established rate for re-run.
9. Payment of all invoices shall be provided within 30 days from the date of invoice. Interest on all sums due after 30 days from the date of the invoice shall run at the rate of 1.0% per month or part thereof until payment is received.
10. Other than whilst under the full control of PICA, risk of loss or destruction or damage to equipment supplied to the Customer is the Customer's responsibility and shall be charged for at repair or replacement cost as appropriate.
11. Equipment shall remain the property of PICA and the Customer shall not sell, mortgage, pledge, assign, sublet, hire, charge, encumber or possess such equipment except as may be agreed between the parties in writing.
12. Equipment on sale to the Customer shall become the Customers' responsibility on delivery. Notwithstanding the foregoing, ownership and title in such equipment shall remain with PICA until full payment of all monies owed to it by the Customer for such equipment has been received.
13. The Customer warrants that prior to commencement of the Services the Customer will provide PICA with all data, information and records relating to the pipeline and/or work site and otherwise which may be relevant to enable PICA's safe and efficient provision of services.
14. All information and results obtained by PICA in the course of supplying the services to the Customer shall be treated by PICA as strictly confidential. Any technical, scientific or commercial information proprietary to PICA which is obtained by the Customer in the course of this contract shall be treated by the Customer as strictly confidential. The confidential information of either party shall not be divulged to any person or company, without prior written consent of the party to which it belongs.
15. Both parties shall make known such obligations to their contractors or subcontractors and their respective officers, employees and agents and shall bind them to act in such a manner as to ensure that neither party is in breach of such obligation.
16. Notwithstanding any other provisions herein to the contract, all rights to the intellectual property relating to the services shall at all times remain vested in PICA.
17. The parties shall uphold the highest standards of business ethics in the performance of the contract. Neither of the parties shall directly or indirectly receive, give, offer to give anything of material value from or to any employee, director or agent of the other party or its contractors, subcontractors, suppliers, agents, government officials or any other persons which could be regarded as an improper inducement to any other party.
18. The contract of which these terms form a part shall be governed by and interpreted in accordance with English Common Law and all parties shall submit to the non-exclusive jurisdiction of by international arbitrary but PICA may enforce the agreement in any court of competent jurisdiction.

This agreement terminates with the final payment of the complete scope of work under this agreement

## *Disclaimer:*

The agreement of PICA Corp. to perform services extends only to those services provided for in writing. Under no circumstances shall such services extend beyond the performance of the requested services. It is expressly understood that all descriptions, comments and expressions of opinion reflect the opinions or observations of PICA Corp. based on information and assumptions supplied by the owner/operator and are not intended nor can they be construed as representations or warranties. PICA Corp. is not assuming any responsibilities of the owner/operator and the owner/operator retains complete responsibility for the engineering, manufacture, repair and use decisions as a result of the data or other information provided by PICA Corp. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Line Owner or PICA Corp. In no event shall PICA Corp.'s liability in respect of the services referred to herein exceed the amount paid for such services.

## *STANDARD OF CARE:*

In performing the services provided, PICA Corp. uses the degree, care, and skill ordinarily exercised under similar circumstances by others performing such services in the same or similar locality. No other warranty, expressed or implied, is made or intended by PICA Corp.

## *Compilation of Background Information for Report*

PICA Corp undertakes to take every reasonable effort to generate an accurate "Condition Assessment Analysis" upon completion of the "Data Acquisition Stage" of each "Infrastructure Condition Assessment Contract". This often requires fact checking against sources of information from the client as well as third party contractors and vendors. Such information falls into the categories of Properties of the Pipe; (Material & Physical properties), Pipe Fittings; (Dimensional and Positional information), Pipeline Design; (Plan & Profile Drawings – sub-surface piping, ISO Drawings of surface infrastructure), Construction Methods for the Pipeline; (Shop Bends vs. Field Bends), Protection Infrastructure for the Pipeline; (Active or Passive Cathodic Protection, Rock Guard exterior coating, interior lining, casings, etc.), Alterations to the Pipeline; (Repairs, Changes, Additions), Corrosion/Erosion Information for the Pipeline; (Break History, Independent NDT Inspection of Dig Sites, Laboratory Analysis of Corrosion Deposits) Ancillary Services used to complete the ILI Data Acquisition; (Nitrogen, Compressed Air, Water Pumping to propel the ILI to Target distance) and any other related factors that may aid in obtaining the most accurate report results currently available.

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members  
**FROM:** John B. Elsinga, Township Manager  
**DATE:** June 29, 2015  
**RE:** Recommendation for the Appointment of Director of Information Technology

---

Darryl Albert has served as our Interim Director of Information Technology since the retirement of James Felton this past fall. Darryl has done an excellent job during this period. At this time, I am recommending Darryl to fill the Director of Information Technology vacancy.

Darryl was hired in April of 2008 as the Township's GIS Coordinator in our IT Department. Since that time, Darryl has proven to be a valuable asset to the Township and the IT Department. Darryl holds a Bachelor of Science Degree in Geographic Information Science from MSU. His experience and education, both internally and externally, has prepared him well for this position.

**RECOMMENDED MOTION:**

**To approve Darryl Albert for the position of Director of Information Technology, at a Pay Grade 11, effective July 7, 2015.**

### Achievements/Tasks - GIS

- Successfully reorganized a file based, inefficient GIS system into a centralized, multi-user geodatabase
- Converted organizational GIS from a departmental based system into an enterprise GIS system
- Improved GIS accessibility by moving organization from a desktop based GIS system into a combination desktop/web based GIS
- Successfully used ArcGIS Server to provide access to GIS information to both external and internal clients by means of Flex, .NET, and mobile based web applications and ArcGIS Online
- Developed an extensive organizational geodatabase through combination of data creation, development, maintenance, and community sharing
- Successfully managed and aided in completing several GPS based field data acquisition projects for public utilities and infrastructure
- Developed map and cartographic templates and map standards for organization
- Developed GIS QA/QC processes for organization
- Implementation of RoadSoft, a GIS based road infrastructure asset management plan
- Collaboration with Downtown Development Authority and creative marketing consultant to market GIS web mapping tool, including ESRI's Business Analyst, to local businesses for increased growth and awareness in local business community
- Trained employees on use of GIS programs and technology
- Presented and defended use, importance, and purchase of GIS technology to organization boards

### Achievements/Tasks - Information Technology

- Research and recommend software and hardware to support organizational and user needs. Includes reviewing past, current and future technological processes and procedures within the organization
- Purchase, install, test, and administer software and hardware
- Direct part time staff in the department. Acquire and manage contracts with IT consulting professionals
- Develop and maintain contracts with software/ hardware vendors and service vendors
- Respond to and investigate software, hardware, and network issues. Provide support to organizational staff and serve as help desk professional for all existing departments
- Maintain network security by maintaining system fire wall policies, proper anti-virus measures, password policies, anti-spam policies, and general security for internet connectivity
- Maintain continuous network communications by reviewing proper network switching hardware and software configurations periodically. Correct or have issues corrected when they arise
- Provide and maintain printers for users and groups within the organization. Solve printing issues when needed
- Administrative tasks: budgeting, scheduling, reporting, prepare and submit bills for vendor payments
- Communicate direction and processes of IT Department to management and organizational boards

### Work History

- **Interim Director of IT/GIS Coordinator**- Delhi Charter Township, Holt, Michigan, October 2014- Present
- **GIS Coordinator** - Delhi Charter Township, Holt, Michigan, April 2008 - October 2014
- **GPS Field Technician**- Remote Sensing & GIS Outreach Services, East Lansing, MI, October 2007- April 2008
- **GIS Intern**- Eaton County IT Department, Charlotte, Michigan, May 2006- October 2007
- **GPS Field Technician**- Michigan Department of Agriculture, Lansing, Michigan, July 2003 - January 2005

### Education

- Bachelor's of Science in Fisheries & Wildlife Management, Michigan State University, East Lansing, MI, September 1995- May 2001
- Bachelor's of Science in Geographic Information Science, Michigan State University, January 2006- August 2007, GPA in Major- 3.72

### Software Skills

- Microsoft Office Suite
- GIS software: ArcGIS Desktop, ArcGIS Server, ARC/Info (command line), ArcGIS Explorer, ArcGIS Online, ArcSDE
- MS SQL Server
- Adobe Flex/Flash, SQL, & HTML, Python
- GPS: ArcPad, Terrasync operating systems, GPS Pathfinder Office, Trimble GPS units

- Photoshop, GIMP image editing software
- Microsoft Server 2008, Windows 7, XP, 8
- BS&A Software
- Microsoft Exchange Email Server

### **Other Skills**

- Technical problem solving and troubleshooting
- Technical research and development
- GeoDatabase technology including ArcSDE, file geodatabase, personal geodatabase
- Vector and Raster geoprocessing and data manipulation
- Use of ArcGIS Model Builder, Python scripts, and Windows Task Scheduler to automate tasks

### **Awards**

- Recipient of 2011 Special Achievement in GIS (SAG) from ESRI, awarded at 2011 ESRI User Conference

### **Memberships and Affiliations**

- Member of Improving Michigan's Access to Geographic Networks (IMAGIN)
- Regular attendee of Mid-Michigan GIS Consortium (MMGISC)
- Member of Michigan Government Management Information Systems (Mi\_GMIS)
- Member of Michigan Communities Association of Mapping Professionals (MiCAMP)

**DELHI CHARTER TOWNSHIP**

**M E M O R A N D U M**

**TO:** Delhi Township Board Members  
**FROM:** John B. Elsinga, Township Manager  
**DATE:** June 29, 2015  
**RE:** Recommendation for the Appointment of Township Assessor

---

Elizabeth Tobias is currently the Assessor of Record for Delhi Township and has served as a Property Appraiser in the Delhi Township Assessor's office for over six (6) years. Elizabeth has done an excellent job during this period. At this time, I am recommending Elizabeth to fill the Township Assessor vacancy.

Elizabeth is a State Certified Level III Assessor and has served as the Assessor for the communities of Stockbridge Township and the City of Potterville. She holds an Associates Degree in Liberal Studies and is currently enrolled at Central Michigan University to obtain her Bachelor of Science Degree with an expected graduation date of 2017. Her experience and education, both internally and externally, has prepared her well for this position.

**RECOMMENDED MOTION:**

**To approve Elizabeth Tobias for the position of Township Assessor for Delhi Charter Township, at a Pay Grade 9, effective July 7, 2015.**

## **ELIZABETH ANN TOBIAS**

5800 Chartres Way  
East Lansing, Michigan 48823  
(517) 214-5250  
eahorvath@sbcglobal.net

### **EDUCATION**

#### **Grand Rapids Community College**

Associates Degree in Liberal Studies, December 2002.

**Grand Rapids, Michigan**

#### **Central Michigan University**

Currently enrolled for Bachelors of Science, Option in Community Development with a Concentration in Public Administration, anticipated Graduation: 2017.

**East Lansing, Michigan**

#### **Holloway's Institute**

Certificate of Completion in Appraisal One, Appraisal Two, Appraisal Three, Uniform Standards of Professional Appraisal Practice, November – December 2003, July 2006.

**Lansing, Michigan**

#### **State Assessors Board**

Level One Assessors Certification Classes – November & December, 2006.  
Level Two Assessors Certification Classes – May & June, 2008.

**Lansing, Michigan**

#### **State Tax Commission**

Property Tax Law – May 2011  
Michigan Tax Tribunal Procedures – May 2011  
Commercial/Industrial Valuation of Property – May 2012

**Lansing, Michigan**

#### **Michigan Assessors Association**

Personal Property- Grand Rapids Conference 2007.  
Statistics in Assessing- Grand Rapids Conference 2008.  
Narrative Report Writing- Grand Rapids Conference 2010.  
Administration for Assessors- Grand Rapids Conference 2011.  
How to Critique an Appraisal- Grand Rapids Conference 2012  
An Intro to... New, Loss, Additions & Losses- Grand Rapids Conference 2012  
Leadership in Today's World- Traverse City Conference 2013  
Principal Residence Exemptions & Transfer of Ownership- Bellaire Conference 2014

#### **Kent County Assessors Association**

Basic Income Approach to Value, August 2009.

### **PROFESSIONAL DESIGNATIONS**

**Michigan Advanced Assessment Officer, Level Three** – Certification No. 8903

**Certified Personal Property Examiner** – Certificate No. 1796

**Michigan State Licensed Real Estate Appraiser** – License # 1201070802

**Member** - Michigan Assessors Association

Mid Michigan Association of Assessing Officers

Ingham County Assessors Association

## WORK EXPERIENCE

### **Delhi Charter Township – Assessing Department**

**Holt, Michigan**

*Property Appraiser, November 2006 to May 2009, June 2011 to Present*

Perform physical inspections of new and existing construction, gather data and make appraisals for assessment purposes. Assist the Assessor by compiling and reviewing sales and other data on properties. Conduct annual Personal Property canvas to determine what businesses are located within the Township on December 31<sup>st</sup> each year. Respond to public inquiries about assessment information and practices. Audited the assessment roll balances from week to week, posted adjustments for MTT judgments and STC orders, as well as Principal Residence Exemption changes. Cooperate with Township Deputy Treasurer to balance tax warrants to provide to the Township Treasurer. Assisted Assessor in the completion of reports for the State Assessors Board and State Tax Commission, prepare Department of Treasury forms as needed relating to omitted and incorrectly reported property and defend any “non-concurrences” at the State Tax Commission meetings. Process property transfers and principal residence exemptions and audit principal residence exemptions for eligibility. Defend petitions against property assessments at the Michigan Tax Tribunal.

### **Stockbridge Township, Ingham County**

**Stockbridge, Michigan**

### **City of Potterville, Eaton County**

**Potterville, Michigan**

*Assessor, October 2010 to November 2011*

Performed physical inspections of real properties and organized mail-outs for and performed auditing of personal property parcels. Performed the Land Value analyses and Economic Condition Factor studies for all neighborhoods in each unit, creating a uniformity of assessment of 50% in each class. Represented each unit at each of the July, December and March Board of Review meetings and successfully represented each unit in several Michigan Tax Tribunal hearings. In Potterville specifically, attended a City Council meeting at the request of the City Manager to explain a convoluted Millage Reduction Fraction to the Council. In addition to the aforementioned duties, have also conducted Principal Residence Exemption audits and followed through to ensure accurate taxation of non-exempt parcels. Working in both units has fostered a working relationship with the County Equalization department and the County Treasurer’s Office, particularly that in Ingham County.

### **Cornerstone Assessing Services, LLC**

**Mason, Michigan**

*Property Appraiser, January 2010 to October 2010*

Performed physical inspections of new and existing construction, gathered data for assessment purposes. Represented the company’s owner, in Board of Review meetings. Maintained government unit databases, and answered public inquiries. This work was primarily performed in the local government units of Stockbridge Township, Ingham County; Pierson Township, Montcalm County; and the City of Potterville, Eaton County.

### **Michigan State Assessors Board (SAB)**

**Lansing, Michigan**

*Department Technician, June 2009 to October 2009*

Reviewed requests for continuing education course credits from assessors. Reviewed certification revocation petitions received by the Board, made recommendations to the Executive Secretary regarding those petitions, and wrote any correspondence related to revocation petitions for Executive Secretary signature. Prepared many documents required for the Board, completed the monthly financial reports for the SAB, assisted in the development of the Board’s monthly agenda packet, drafted correspondence required to convey the Board’s actions.

### **Campbell Appraisal Service**

**Okemos, Michigan**

*Real Estate Appraiser, January 2004 to November 2006*

Observation and valuation of real estate properties for mortgage finance transactions. Physical inspections and data collection of subject parcels, comparable sales studies including paired sales analysis and land value. Maintained client confidentiality and abided by the Uniform Standards of Professional Appraisal Practice. Completion of tangible appraisal report for presentation to mortgage underwriters for approval of financing.

**DELHI CHARTER TOWNSHIP**

**MEMORANDUM**

**TO:** Delhi Township Board Members

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

**DATE:** June 24, 2015

**RE:** 2016-2021 Delhi Charter Township Capital Improvements Program

---

Enclosed for your review is the 2016-2021 Delhi Charter Township Capital Improvements Plan (CIP). This Plan identifies public improvements involving the expenditure of public funds, over and above normal operating expenses, for the purchase, construction or replacement of specific physical facilities or assets of our community.

Staff provided Community Development their input on potential projects which I reviewed and prioritized to identify those projects which could be scheduled during FY 2016 and beyond. This CIP was then reviewed by the Planning Commission and they held a public hearing on June 22, 2015 with subsequent adoption. Coordination through the Planning Commission provides for consistency of implementing the capital improvement projects with the land use and development goals of the community.

The Planning Commission recommends the Board accept the 2016-2021 CIP which will provide the Board the opportunity to use this plan to incorporate the capital improvements in the FY 2016 budget. Therefore, I recommend the same.

**Recommended Motion:**

**To accept the 2016-2021 Delhi Charter Township Capital Improvements Plan, as recommended by the Planning Commission at their June 22, 2015 meeting.**



## **MEMORANDUM**

TO: John B. Elsinga, Township Manager

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

DATE: June 23, 2015

RE: 2016 Capital Improvements Plan

Attached please find a copy of the 2016 – 2021 Capital Improvements Plan (CIP). As you know, the CIP contains information about the status of current (2015) Capital Projects, the 2016 Capital Budget and potential Capital Improvements for years 2017 to 2021. The purpose of the CIP is to create a tool that can be used during the annual budget process by staff and the Township Board to recommend projects for the upcoming year and communicate about projects that may be coming in future years.

As you know, the Planning Commission (PC) is required to review and consider the CIP in the greater context of community development and land use planning. This is an important step because it helps to ensure that improvements, particularly those pertaining to infrastructure, parks and public services, are made in a manner that is consistent with the desired future development and land use goals of the community. The PC held the required public hearing and reviewed the 2015 CIP at their meeting on June 22<sup>nd</sup>. The PC unanimously approved the CIP. A copy of the draft meeting minutes are attached for your consideration.

I would respectfully request that you forward the attached CIP document to the Township Board for their consideration at the meeting on July 7<sup>th</sup>. There is no formal action required from the Board at that time other than to acknowledge receipt of the document. As always, if you have any questions or require additional information please do not hesitate to ask. Thank you.

*2016 – 2021*

***DELHI CHARTER TOWNSHIP  
CAPITAL IMPROVEMENT PROGRAM***



Date: June 3, 2015

**DELHI CHARTER TOWNSHIP**  
**2016 – 2021 CAPITAL IMPROVEMENTS PLAN**  
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## **INTRODUCTION**

Delhi Charter Township faces the challenge of meeting the needs of its residents for public services and facilities with increasing costs and relatively fixed revenues. In an effort to effectively set project priorities, the Township has implemented a Capital Improvements Program (CIP) which began in 2006. The year 2016 represents the eleventh year of Capital Improvement Planning in Delhi Township and the process has continued to be refined to make it more useable and pertinent to the budget process.

## **WHAT IS A CAPITAL IMPROVEMENT?**

Capital Improvements are public improvements involving the expenditure of public funds, over and above normal annual operating expenses, for the purchase, construction or replacement of specific physical facilities or assets of the community. Examples include, but are not limited to:

- The extension of water mains.
- The construction of bicycle & pedestrian pathways.
- Parks improvements.
- The renovation of community owned buildings.
- The purchase of land.
- Significant planning or study work.
- Extension of sanitary sewer lines.
- Construction of sewage treatment facilities.
- Significant equipment or machinery purchases.
- Others.

## **WHAT IS A CAPITAL IMPROVEMENTS PROGRAM?**

A CIP is the preparation and updating of a proposed schedule of public works projects and related equipment to be built or purchased by the local municipality within a period of 6 years, including the current budget year. It covers the entire range of public facility and service requirements. The CIP includes anticipated future projects, and provides a suggested order of priority for those within the Capital Budget, along with cost estimates and the anticipated means of financing each project.

The first year in the CIP is referred to as the “capital budget” and includes those projects that will be recommended for funding in the upcoming fiscal year. *These projects will be considered for inclusion in the Township’s adopted budget.* The following five years of projects make up the “Capital Improvements Program” and serve as a mechanism for tracking, anticipating and planning for future needs.

## **WHAT ARE THE BENEFITS OF A CAPITAL IMPROVEMENTS PROGRAM?**

- Focusing Attention on Community Goals, Needs, and Capabilities.
- Achieving Optimum Use of the Taxpayer's Dollar.
- Serving Wider Community Interests.
- Encouraging a More Efficient Governmental Administration.
- Improving Intergovernmental and Regional Cooperation.
- Maintaining a Sound and Stable Financial Program.
- Enhancing Opportunities for Participation in Federal and State Grant Programs.

*\*The Contents of This Chapter Were Adapted From: Capital Improvements Programming in Local Government by HUD, Second Printing, 1970, published by USGPO, Washington, D.C. 20402 and Capital Improvements Programs: Linking Budgeting and Planning by Robert A. Bowyer, Planning Advisory Service Report No. 442, 1993, published by the American Planning Association, 1313 E. 60th Street, Chicago, Illinois 60637.*

## **WHY UPDATE IT ANNUALLY?**

The CIP is updated annually in order to fine-tune the capital budget to reflect changing economic conditions and to reflect the need for additional projects or adjust the priority of projects as necessary.

## **QUALIFYING EXPENDITURES UNDER THE CAPITAL IMPROVEMENTS PROGRAM**

In order to be considered a Capital Improvement and be included in this CIP, expenditures must meet at least one of the following criteria:

1. Major, non-recurring expenditure, generally greater than \$20,000, that may have a useful life of at least five years, including but not limited to:
  - Major equipment purchases,
  - Significant acquisitions of land for public purpose,
  - Construction of a new facility or expansion/alteration of an existing one, including a non-recurring rehabilitation or major repair of all or part of a building, its grounds or other facility.
2. Any planning, feasibility, engineering or design study related to a capital improvement.

Projects that do not meet the criteria above are generally not appropriate for inclusion in the CIP and are submitted as a part of the Township’s annual operating budget. Some exceptions are made if it is determined that inclusion of the information will benefit long range budgeting and planning for the community.

**INFORMATION ABOUT DELHI’S SIX OPERATIONAL FUNDS & DOWNTOWN DEVELOPMENT AUTHORITY**

Delhi Township has six operational funds, which finance the services provided to Township residents and property owners. These funds are as follows: the General Fund, the Sanitary Sewer Fund, the Fire Fund, the Police Fund and the Fire Equipment & Training Apparatus Fund (FETA), and the Water Improvement Fund. Each of these is a separate, primarily autonomous budget entity, except that there may be transfers into one fund from another or from other sources. The General Fund receives most of its revenues from property taxes, state shared revenues, and fees collected for general public services. Revenues to the Sanitary Sewer Fund and the Water Improvement Fund are derived from customer billings, new customer connection fees and special assessments. The FETA Fund is capitalized via a millage leveraged for this specific purpose.

The Downtown Development Authority (DDA) was created by the Township Board in 1987 for the purpose of facilitating public improvements and economic development within the DDA area. In addition to helping to offset the cost associated with services received from the Township, the DDA participates and provides funding for many significant public projects. The DDA’s capital projects have been added to this CIP so that a more accurate scope can be reflected.

**PROJECT RANKING AND DESCRIPTIONS**

All projects submitted for inclusion in the 2016 - 2021 CIP are reviewed by the Community Development Director, who works with the Township Manager and other Department Heads to establish a priority ranking for each project according to its economic and physical necessity and the benefits anticipated to be gained by Township residents and personnel. The final recommended priority level is established by the Township Manager. The priorities are based on a classification system adapted from Principles and Practice of Urban Planning, published in 1968 by the International City Manager’s Association (pp. 392-394), as follows:

Priority A (Urgent)	Projects which cannot reasonably be postponed. These may be needed to complete an essential or a partially finished project, or to maintain a minimum level of service in a presently established Township program. Also, any project needed to address an emergency situation.
Priority B (Necessary)	Projects which should be carried out within a few years to meet the anticipated needs of a current Township service, or replacement of unsatisfactory facilities.
Priority C (Desirable)	Projects needed for the proper expansion of a Township service. The exact timing of which can wait until funds are available.
Priority D (Deferrable)	Projects which would be needed for ideal operation, but which cannot yet be recommended for action. They can be postponed without detriment to present services.

Projects that are given the same classification can be distinguished further by the Township Manager and the Township Board for budget purposes based on public health and safety considerations, breadth of service area, or the availability of matching funding from other sources outside of the Township. In determining appropriate project

funding levels throughout the six-year program period, the Township Manager may exercise one or more of the following options:

- Recommend funding the project in the year and the amount requested by the Department.
- Recommend that the project not be funded at all.
- Recommend partial funding of the project in the year requested.
- Recommend delaying funding of the project to another year.
- Recommend setting aside a portion of the requested money each year to save enough to fund the project in some future year.

The project classifications serve as a guide in preparing the annual Township budget and aid the Township Board in making project funding decisions. The assigned priority level, anticipated funding amount and descriptions of each project appear later in this document.

**STATUS OF CURRENT YEAR’S CAPITAL BUDGET PROJECTS (FY 2015)**

<b>2015 Project Description</b>	<b>Current Status</b>	<b>Original Amt. in ‘15 CIP</b>	<b>Actual 2015 Funding Level</b>
<b><u>2015 General Fund Projects</u></b>			
Street Improvements <i>Street improvements will occur in conjunction with the Ingham County Road Department on primary streets within the Community. Secondary (Neighborhood Streets) will occur when petitioned by residents and cost will be borne by same.</i>	Approximately \$44K in 50/50 match funding for local connector road projects is available from the ICRD during 2015. However, it is anticipated that this funding will be rolled into the 2016 project to enable the Township & ICRD to complete a more comprehensive project. A couple of neighborhoods are considering road improvements, but it is currently unknown whether they will choose to move forward.	\$166,000	\$6,500 + any SAD projects
Sidewalk Program and Construction <i>This project includes annual sidewalk maintenance program (\$15,000) and the first phase of ADA Transition plan implementation (\$50,000). The construction of new sidewalks in key areas will be delayed to offset costs incurred in 2014 for the Green Drain project area sidewalks.</i>	The ADA transition plan will be completed during the second quarter of 2015. The plan will be used to determine the amount of sidewalk/ramp repairs that will be undertaken in future years. The sidewalk maintenance program will be postponed in 2015 in anticipation of 2016 sidewalk/ramp repairs per the transition plan.	\$65,000	\$50,000
Ram Trail Non-Motorized Pathway <i>This project will extend non-motorized pathway from Eifert Road to the School Complex on Holt Road. CMAQ funds, in the amount of \$1,189,600 are expected to be available beginning in Oct. 2014 for this project. Construction will occur in spring of 2015.</i>	Construction on this project will begin in 2015.	\$400,000	\$400,000

Upgrades at Kiwanis Park <i>A 75(State)/25(local) grant application has been submitted to the Michigan Department of Natural Resources for partial funding of the installation of a new bathroom and storage building within the park. If grant funds are received, the project is expected to occur in 2015.</i>	This project did not receive grant funding during initial application round. It has been resubmitted to the DNR for grant funding consideration at 50% (state) / 50% (local). Funding notification will be received at the end of 2015. If successful, the project will occur in 2016.	\$296,000	\$0
Community Service Center Roof Replacement <i>The useful life of the roof has been exceeded and now needs to be replaced.</i>	Dollars for this project has been reserved each year beginning in 2011 in order to establish a funding source. Replacement was originally anticipated to be done in 2015.	\$150,000	\$660,000
Community Service Center Carpet Replacement <i>Carpeting within the CSC is approaching 20 years old and will require replacement in 2016.</i>	Saving for this project is on-going.	\$15,000	\$15,000
Computer Replacements <i>Replacement of approximately 15-20 machines per year, resulting in approximate replacement cycle of 5-6 years.</i>	This project is ongoing and implemented as needed. In future years, this will be removed from the CIP as it has been determined that this expenditure is normal operations & maintenance.	\$20,000	\$20,000
Server Replacement <i>The servers located at the CSC will need to be replaced. This includes the GIS servers and general servers.</i>	This project will be delayed until 2016.	\$23,000	\$0
Cedar Street Re-visioning Project <i>This project would include a comprehensive planning process which engages the community as a whole and encourages the creation of a vision for how properties along Cedar Street should develop and redevelop over the next 5, 10 and 20 year time horizons. There will be a heavy focus on engaging the public in the process to develop a vision of what people want the corridor to physically look like and how it should serve the community as a whole.</i>	This project will begin in fall of 2015 and is anticipated to be completed, or nearly complete, by the end of the year.	\$100,000	\$100,000
Cemetery Entry Arch Installation <i>This project includes the fabrication and installation of entry arches, displaying the name of each cemetery, within Maple Ridge, Markham and</i>	This project will be implemented and the arch will be installed in one of the cemeteries.	\$15,000	\$15,000

<i>Pioneer cemeteries.</i>			
Cemetery Improvements <i>This project was previously categorized as being solely for road improvements at Maple Ridge. The project includes saving for future installation of roadways within sections of the cemetery that will be opened in the future.</i>	Saving for this is ongoing. As of 2015, a total of \$45K had been saved.	\$15,000	\$15,000
Columbarium at Maple Ridge Cemetery <i>This project would include the construction of an additional columbarium at Maple Ridge.</i>	This project will be postponed until 2016.	\$100,000	\$0
Aerial Imagery <i>The currently used air photography within the community is now five years old and needs to be updated. This data is used daily by a large percentage of staff in order to efficiently and effectively perform their job duties. It is also widely used by the community at large via the Township's website, GIS mapping tools and other sources.</i>	This project has been completed. Costs were split evenly between the Sewer Fund and the General Fund.	\$20,000	\$27,000
Light & Pole Replacements <i>This project includes replacing existing cast iron light poles with concrete (due to excessive deterioration) and the possible conversion of the fixtures to LED. This project will be implemented incrementally.</i>	This project will be postponed until after the Cedar Street Revisioning planning process and funding can be identified.	\$100,000	\$0
Additional Cold Storage at Valhalla Maintenance Building <i>This project would add on to the existing storage building at Valhalla Park and enable additional storage for equipment and machinery necessary for parks department operations.</i>	This project may be completed in 2015 if funding is available. If not, it will be implemented in 2016.	\$60,000	\$60,000
Trailhead Park Improvements <i>This project includes the installation of the standardized signage and horseshoe pits. If funding is available, a drinking fountain will also be installed.</i>	This project will be implemented as a joint effort between the Parks Dept. and the DDA.	\$0	\$30,000
<b>2015 Sewer Fund Projects</b>			
Sludge Mixing Improvements <i>This project will upgrade the pre-feed</i>	This project will occur as anticipated in 2015.	\$50,000	\$50,000

<i>and feed mixing at the POTW.</i>			
Vehicle Rotation Schedule <i>See Exhibit A</i>	Four vehicles were purchased in 2015.	\$60,000	\$150,320
Eifert Road Force Main Replacement <i>This project will be split into 3 years, beginning in 2014. SAW Grant funding will provide approximately \$99,560 towards this project. Final construction will occur in 2016.</i>	This project will occur in 2015.	\$600,000	\$600,000
Sanitary Sewer Lining <i>Install liners on concrete/clay pipe which has been degraded by hydrogen sulfide.</i>	This project will be delayed until 2016.	\$125,000	\$0
Pine Tree Road Lift Station Improvements <i>This project will be split up over the course of two years. Design will occur in 2015 and those costs will be offset by SAW grant funding (\$21,100).</i>	This project is under consideration and may be completed in 2015.	\$21,100	\$21,100
Cartago Cul-de-Sac Sewer Check-Valve Project <i>This project will include the installation of check valves in the public sewer line to prevent backflow to the individually owned mini-lift stations used in this area.</i>	This property was not included in the previous capital budget, but has been added and will be completed in 2015.	\$0	\$108,000
POTW Pond Building <i>This includes replacement of the four existing electrical, mechanical &amp; chemical storage buildings located at the POTW treatment ponds.</i>	Approximately \$19,180 in SAW grant funding is anticipated to offset a portion of this expense. This project will be completed in 2015.	\$40,000	\$80,000
Sewer Camera Equipment Replacement <i>Replacement of sewer camera equipment.</i>	This project is expected to occur in 2015.	\$295,000	\$400,000
<b><u>2015 Fire Equipment &amp; Training Apparatus Fund</u></b>			
Replacement of 2004 Durango (2)	A Chevy Tahoe was purchased to replace this vehicle.	\$50,000	\$50,000
Replace 2008 Ford Lifeline Ambulance	This project will occur in 2015.	\$180,000	\$180,000
Mobile Dispatch & AVL <i>This project includes acquisition of vehicle mounted PC's with dispatch/automatic vehicle locating capabilities and associated software.</i>	This project was originally anticipated in 2014, but was not implemented at that time. It will actually be completed in 2015.	\$0	\$65,000

**2015 Downtown Development Authority**

<p>Delhi TechPark Property Improvements <i>This project will include infrastructure improvements necessary to facilitate development of the property, including replacement of the development entry sign. This project is dependent upon private investment that may be made in the park.</i></p>	<p>This project will be implemented if the necessary development comes to fruition within the TechPark. This project is on-going and is dependent on private investment. If this investment does not occur in 2015, the project will carry forward.</p>	\$50,000	\$50,000
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**2016 Capital Budget**

Priority Level:	Project Description:	Current Estimate:
<b>General Fund</b>		
B	<p><u>Street Improvements</u> <i>Street improvements will occur in conjunction with the Ingham County Road Department on primary streets within the community. Neighborhood streets will occur when petitioned by residential and cost will be borne by same.</i></p>	\$207,000
B	<p><u>Sidewalk Program and Construction</u> <i>In 2015 the Township completed an ADA Transition Plan to assess the sidewalks and ramps that must be improved in order to provide accessibility. Sidewalk sections that are identified as non-compliance will be repaired as road or other improvements occur, or when ramp improvements are in close proximity. 2016 represents the first year that these improvements will be implemented.</i></p>	\$100,000
B	<p><u>Community Service Center Carpet Replacement</u> <i>Carpeting within the CSC is approximately 20 years old and requires replacement. Project implementation in 2016 will be paid for using dollars saved for this purpose over the past several years and in the current year.</i></p>	\$45,000
C	<p><u>Maple Ridge Cemetery Road Improvement</u> <i>Replace and resurface drives within the cemetery. It is proposed that funding for this project is addressed by "saving" each year and that the project will be finally implemented in 2017.</i></p>	\$15,000
A	<p><u>Cemetery Entry Arch</u> <i>This project includes the fabrication and installation of entry arches, displaying the name of each cemetery, within Maple Ridge, Markham and Pioneer cemeteries. It is anticipated that this will occur in 2015, 2016 and 2017.</i></p>	\$15,000
A	<p><u>Recreation Software</u> <i>This project is necessary to allow online registration for recreation programs.</i></p>	\$25,000
B	<p><u>Columbaria at Maple Ridge Cemetery</u> <i>Installation of a second columbarium.</i></p>	\$30,000
C	<p><u>Cemetery Improvements</u> <i>This project is an ongoing savings for anticipated costs associated with the construction of roadways within the undeveloped parts of Maple Ridge.</i></p>	\$20,000
A	<p><u>Voting Tabulators</u> <i>The State of Michigan is planning on implementing new voting systems state-wide beginning in 2016. There is still funding available from the Help America Vote Act</i></p>	\$12,000

	<i>and the Bureau of Elections is anticipating the State Legislature will make an appropriation. However, they suggest each municipality budget money as well; about \$1,000 per precinct/AVCB.</i>	
C	<u>Parks Feasibility &amp; Needs Study: Dog Park &amp; Splash Pad</u> <i>This study will be completed to determine need and possible location for a dog park and/or splash pad within the Township.</i>	\$40,000
A	<u>Replacement of Microsoft Office</u> <i>In 2012 Microsoft stopped supporting functionality components of earlier versions of the software. All computers will need to be updated with new software at some point. The costs will be split between the General Fund, Sewer Fund and DDA based on utilization of individual machines.</i>	\$30,000
B	<u>Sever Replacement</u> <i>This project is for the replacement of the servers at the CSC.</i>	\$15,000
B	<u>Upgrades at Kiwanis Park</u> <i>Grant applications have been submitted to the MDNR for this project, which includes the construction of a new bathroom facility. Funding notification is anticipated in the fall of 2015. If successful, construction would occur in 2016 and grant funding would cover 50% of the cost.</i>	\$300,000
<b><u>Sewer Fund Projects</u></b>		
B	<u>Forcemain Assessments</u> <i>This project will assess the condition of forcemain sewers within the Township and will be partially funded via the SAW grant.</i>	\$535,000
A	<u>Eifert Road Force Main Replacement</u> <i>This project will be split into 3 years, beginning in 2014. SAW grant funding will provide approximately \$99,560 towards this project. Final construction will occur in 2016.</i>	\$400,000
B	<u>Vehicle Rotation Schedule</u> <i>See Exhibit A</i>	\$82,500
A	<u>Fiber Optic Upgrade – Lift Stations</u> <i>Upgrade three lift-stations to fiber per year until all twelve are completed. Waverly, Pleasant River &amp; Grovenburg will be completed in 2016.</i>	\$50,000
B	<u>Food Waste Separator</u> <i>Purchase and install a food waste separator for the scrappy program.</i>	\$144,000
<b><u>Fire Equipment &amp; Training Apparatus Fund</u></b>		
C	<u>Radio Replacement</u> <i>This project is necessary to upgrade the system (technology advancement).</i>	\$40,000
B	<u>Purchase of a Third Ambulance</u> <i>This project is necessary as a result of increasing calls for service.</i>	\$190,000
<b><u>Downtown Development Authority</u></b>		
	<i>No projects proposed for 2016, unless private investment occurs within the Delhi Technology Park that warrants it. See description in 2015 Update.</i>	\$0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Years 2017-2021 Project Descriptions**

<b>Priority Level:</b>	<b>Project Description:</b>	<b>Implementation Year:</b>	<b>Current Estimate:</b>
<b>General Fund</b>			
B	<b>Street Improvements</b> <i>Street improvements will occur in conjunction with the Ingham County Road Department on primary streets within the Community. Secondary (Neighborhood Streets) will occur when petitioned by residents and cost will be borne by same.</i>	2017	\$166,000
		2018	\$166,000
		2019	\$166,000
		2020	\$166,000
		2021	\$166,000
B	<b>Sidewalk Program and Construction</b> <i>Ongoing implementation of the ADA Transition plan and other sidewalk improvements.</i>	2017	\$110,000
		2018	\$110,000
		2019	\$110,000
		2020	\$110,000
		2021	\$110,000
B	<b>Aerial Photography</b> <i>The Township anticipates participating in the regional program for acquisition of updated air photos. This is a critical component of the GIS system.</i>	2020	\$30,000
D	<b>Upgrades at Kiwanis Park</b> <i>The playground equipment at this park needs to be replaced; possible grant funding will be needed to facilitate this project.</i>	2017	\$200,000
B	<b>Upgrade of GIS Software</b> <i>This project is necessary because we are approaching the limits of available space under our existing license. This will limit our ability to expand our GIS and accommodate new use needs.</i>	2017	\$20,000
C	<b>Holt &amp; Eifert Road Property Use &amp; Development Plan</b> <i>Development of a master plan for the Township owned property at the north east corner of Holt Rd. and Eifert Rd.</i>	2017	\$50,000
C	<b>Maple Ridge Cemetery Road Improvement</b> <i>Replace and resurface drives within the cemetery and pave those that remain unpaved. It is proposed that funding for this project be addressed by "saving" each year, similar to the Community Service Center roof project, for final implementation once funding is finally in-place.</i>	2017	\$15,000
A	<b>Cemetery Entry Arch</b> <i>This project includes the fabrication and installation of entry arches, displaying the name of each cemetery, within Maple Ridge, Markham and Pioneer cemeteries.</i>	2017	\$15,000

B	Light & Pole Replacements <i>This project includes replacing existing cast iron light poles with concrete (due to excessive deterioration) and the possible conversion of the fixtures to LED. This project will be implemented incrementally.</i>	2017	\$100,000
C	Construction of New Public Safety Building <i>This project will become necessary as a result of increasing activity. Costs may be shared with the FETA fund, as appropriate.</i>	2019	\$10,000,000
<b>Sewer Fund</b>			
B	Vactor Truck Replacement <i>A new Vactor Truck is needed in order to provide sewer cleaning within the collection system.</i>	2017	\$440,000
C	POTW Maintenance Building Construction <i>This project will include the construction of a maintenance building at the POTW to accommodate equipment, personnel and processes relative to the ongoing maintenance and care of the POTW facilities.</i>	2019	\$558,240
C	Generator Interconnection <i>This project would connect the north and south generators at the POTW. This project design will be partially funded via the SAW grant (\$12,060).</i>	2018	\$65,000
B	Grease Handling Upgrades <i>This project would improve and upgrade the equipment used for grease handling at the POTW.</i>	2020	\$475,000
B	Pine Tree Road Lift Station <i>This is the second part of a two year project that began in 2015 with design work. This year's project includes implementation of improvements to this lift station.</i>	2017	\$100,000
B	Nitrification Tower Condition Assessment and Repair <i>This project will involve assessment of the physical condition of the nitrification tower at the POTW and complete necessary repairs. This project will be partially funded by the SAW grant.</i>	2017	\$250,000
		2018	\$1,000,000
B	Vehicle Rotation Schedule <i>See Exhibit A</i>	2017	\$91,500
		2018	\$60,000
		2019	\$0
		2020	\$0
		2021	\$81,500
A	Fiber Optic Upgrade - Lift Stations <i>Upgrade three lift-stations to fiber per year until all twelve are completed.</i>	2017	\$50,000
		2018	\$50,000
		2019	\$50,000

B	Stormwater Removal Program <i>This project involves finding and replacing/repairing cross connections between the storm water and waste water collection systems.</i>	2017	\$50,000
		2018	\$50,000
		2019	\$50,000
		2020	\$50,000
		2021	\$50,000
<b><u>Fire Equipment &amp; Training Apparatus Fund</u></b>			
C	Radio Replacement <i>This project is necessary to upgrade the system (technology advancement).</i>	2017	\$40,000
		2018	\$40,000
C	Refurbish 2010 Ford Lifeline Ambulance	2017	\$140,000
<b><u>Downtown Development Authority</u></b>			
	<i>No projects proposed at this time.</i>		

**EXHIBIT A:  
Fleet Vehicle Rotation Schedule**

Vehicle	2015	2016	2017	2018	2019	2020	2021
<b>DPS (POTW "W" &amp; Maintenance)</b>							
1990 Ford F700 diesel Stake Rack/Dump Truck w/plow							
1999 Ford Dump Truck	(4,400)						
2000 Ford F250 (mow crew truck-2011)							
2003 Chevrolet E250 Cargo Van	(4,000)						
2003 Ford Expedition	(6,000)						
2006 Chevrolet Silverado 4WD		(5,500)					
2006 Chevrolet Silverado 4WD (W-M)		(5,500)					
2006 Chevrolet Silverado 4WD (W-O)		(5,500)					
2007 Ford Ranger 4WD			(4,500)				
2011 GMC Savana 2WD Van (lift station)							(3,500)
2011 GMC Sierra truck 4WD							(5,500)
2012 GMC Sierra ext cab truck 4WD (moved to #3 in 2015)							
2012 GMC Sierra ext cab truck 4WD w/Tommy Gate							
2012 GMC Canyon ext cab truck 4WD	(15,900)						
2014 Ford F250 4WD (move to #10 in 2017)							
2014 Ford Explorer 4WD (#21)			(20,000)				
2014 Ford F150 truck 2WD (#12)			(8,500)				
2014 Ford F150 truck 2WD (#14)				(8,000)			
2015 Mid size 4WD vehicle (#3)	26,100			(16,000)			
2015 AWD Van (lift stations #4)	46,900						
2015 Mid size 4WD vehicle (#22)	26,100						
2015 Dump truck (#9)	51,209						
2016 Full size truck 4WD (#2)		33,000					
2016 Full size truck 4WD (#24)		33,000					
2016 Full size truck 4WD (#25)		33,000					
2017 Mid size 4WD vehicle (Replace #10 - used by #23)			30,000				
2017 AWD SUV (#21)			35,000				
2017 Mid size 4WD vehicle (#12)			30,000				
2018 Mid size 4WD vehicle (1)				30,000			
2018 Full size truck 4WD (#14)				30,000			
2021 AWD Van (lift stations #4)							50,000
2021 GMC Sierra truck 4WD (#6)							35,000
	<b>120,009</b>	<b>82,500</b>	<b>62,000</b>	<b>36,000</b>	<b>-</b>	<b>-</b>	<b>76,000</b>
<b>PARKS</b>							
1995 Chevrolet S10 Pickup							
1996 Ford F150							
1999 Ford F250 2WD							
1999 Ford Dump Truck (DPS #9)	4,400						
2000 Ford Ranger (Assessing #67)							
2000 Ford F250 w/plow							
2001 Ford F250 4WD							
2001 Ford Ranger (Comm. Dev. #56)							
2002 Chevrolet Tahoe (from Fire Dept in 2013)							
2002 Ford F250 (DPS #6)							
2006 Chevrolet Silverado 4WD (DPS #24)							
2006 Chevrolet Silverado 4WD (DPS #2)							
2006 Chevrolet Silverado 4WD (DPS #25)							
2006 Dodge Dakota 4WD (4 door) (#58)			4,500				
2007 Ford Ranger 4WD (#10)			4,500				
2011 GMC Sierra truck 4WD (#6)							5,500
	<b>4,400</b>	<b>-</b>	<b>9,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,500</b>
<b>COMMUNITY DEVELOP.</b>							
2001 GMC Jimmy (Assessing #66)	(3,500)						
2006 Dodge Dakota 4WD (4 door)			(4,500)				
2007 Chevrolet Impala			(3,500)				
2012 GMC Canyon ext cab truck 4WD (#3)	15,900						
2013 SUV 4WD							
2014 Ford F150 truck 2WD (#12)			8,500				
2014 Ford Explorer 4WD (#21)			20,000				
	<b>12,400</b>	<b>-</b>	<b>20,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ASSESSING</b>							
2008 GMC Canyon 2WD (DPS #14)				(2,000)			
2008 GMC Canyon 2WD (DPS #12)				(2,000)			
2014 Ford F150 truck 2WD (#14)				8,000			
2015 Mid size 4WD vehicle (#1)				20,000			
	<b>-</b>	<b>-</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>136,809</b>	<b>82,500</b>	<b>91,500</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>81,500</b>

**PUBLIC HEARING, 2016-2021 CAPITAL IMPROVEMENTS PLAN**

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Ms. Miller explained the Capital Improvements Plan (CIP) process. The CIP is used by the administration to communicate anticipated capital projects and estimated costs to the Board prior to their annual budget process.

**Public Hearing Opened @ 6:49 p.m.**

There were no comments from the public.

**Public Hearing Closed @ 6:49 p.m.**

**Goodall moved, seconded by Zietlow to approve the 2016 – 2021 Capital Improvements Plan as presented and forward it to the Township Board for their consideration during the preparation of the 2016 Annual Budget.**

Discussion: None.

A Roll Call Vote was recorded as follows:

Ayes: Zietlow, Lincoln, Harmon, Goodall, Berry-Smokoski

Nays: None

Absent: Craig, Leaf, O'Hara, Olson

Abstain: None

**MOTION CARRIED**

DELHI CHARTER TOWNSHIP

MEMORANDUM

**TO:** Delhi Township Board Members

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

**DATE:** June 23, 2015

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

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

As previously discussed, this trail will provide for a safe non-motorized pathway from Eifert Road along Holt Road to the Holt Public School complexes. The estimated cost of the Ram Trail is \$1,424,603 of which the Township received a State of Michigan Department of Transportation Congestion Mitigation Air Quality (CMAQ) grant for approximately 80% of the project cost or \$1,159,500. The remaining \$265,103, or 20%, is budgeted for in the FY 2015 budgets.

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

**Recommended Motion:**

**To approve the Inter-Agency Agreement for Ram Trail Project between Delhi Charter Township and the County of Ingham on behalf of the Ingham County Road Department and authorize the Township Clerk and Manager to execute said Agreement.**



## MEMORANDUM

TO: John B. Elsinga, Township Manager

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

DATE: June 22, 2015

RE: Ram Trail – Inter-agency Agreement

Attached please find the proposed inter-agency agreement between the Ingham County Road Department (ICRD) and Delhi Township. This agreement is required so that the Township can utilize Congestion Mitigation Air Quality (CMAQ) funding for the construction of the Ram Trail project. We have executed similar agreements with the ICRD for several other projects in the past where funding from the Michigan Department of Transportation (MDOT) has been used. Recent examples include the Sycamore Trail project and the Safe Routes 2 School sidewalk project.

As you are aware, the Township is not eligible to receive transportation funding directly from MDOT. Their funds must flow through the official road agency, which in our case is the ICRD. The inter-agency agreement is used by the ICRD to transfer responsibility for project construction and grant administration to the community that will ultimately benefit from the CMAQ grant funds, which in this case will be Delhi.

We have been working for several years on the design of the Ram Trail project and we are excited to look forward to construction in the near future! A contractor was selected by MDOT for this project and construction is expected to begin in August. We have previously approved a contract with HRC for construction engineering services for this project. That contract will enable us to effectively implement the project and complete grant requirements.

The CMAQ funding will be for approximately 80% of the Ram Trail project construction costs. The Township will pay the roughly 20% of remaining construction costs, plus engineering and a small oversight fee to the ICRD (\$4000). Total construction costs will be approximately \$1,424,603. MDOT will use CMAQ funds to pay for approximately \$1,159,500. This leaves the Township's share for construction at approximately \$265,103, plus the engineering and oversight costs outlined above. The Township has budgeted for these costs and has funding available.

The low bid for project construction came in about 30% under the engineer's estimate. However, the Board should be aware that the Township is working closely with the ICRD to integrate the trail project into planned improvements on Holt Road. This may impact the final

construction costs, but is not anticipated to elevate them above our original estimates. These details will work themselves out over the next several months as final planning and scheduling efforts are completed.

At this time, and in order to continue moving forward, the Township Board should authorize you and the Township Clerk to sign the attached agreement. This needs to be completed as quickly as possible so that we can finalize the use of grant funding with MDOT and move forward this summer. If you have any questions, or need additional information, please don't hesitate to ask. Otherwise, I respectfully request that you forward this information to the Township Board for their consideration and action at the upcoming July 7<sup>th</sup> meeting. Thank you.

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

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

June 12, 2015

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

*Sent Via Email*

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

Re: Third Party Inter-Agency Agreement with Delhi Charter Township for the RAM Trail Project

Dear Mr. Peterson:

Attached is a Third Party Inter-Agency Agreement to be entered into between the County on behalf of the Road Department and Delhi Charter Township (Township). This Agreement provides for a federally funded Congestion Mitigation & Air Quality (CMAQ) Program to construct a RAM trail (i.e. non-motorized pathway) along west Holt Road from Eifert Road westerly to Kahres Road and all together with necessary related work (hereinafter referred to as the "Project"). The estimated cost of the Project total is \$1,424,603.00 of which Michigan Department of Transportation (MDOT) will pay from Federal-CMAQ Funds 81.85% of the Project's cost up to but not to exceed \$1,159,500.00, with the remaining Project cost of \$265,103.00 to be paid by the Township as match to the funds to be paid by MDOT.

Also enclosed is Attachment A which contains the Project Application materials which you e-mailed to me on June 10, 2015 and Attachment B which contains the MDOT Contract providing the funding for the Agreement. Copies of both will need to be attached to each copy of the Agreement that is prepared for execution.

The County Board of Commissioners authorized the Agreement in **Resolution No. 15-192**. (A copy of this Resolution is enclosed). It should, however, be noted that the matching fund amount to be paid by the Township that is stated in Resolution No. 15-192 (i.e. \$257,100.00) is incorrect and should be \$265,103.00 as noted in the first paragraph of this letter. The total cost of the Project as stated in Resolution No. 15-192 (i.e. \$1,416,600.00) is also incorrect, it should be \$1,424,603.00. The discrepancy between the matching funds amount and the total Project cost is \$8,003.00 which is the amount the MDOT Grant Contract has allocated to FORCE ACCOUNT WORK for traffic signals, signing, etc., which is to be paid by the Township as part of its matching funds obligations. A Resolution should be submitted to the Board of Commissioners amending Resolution No. 15-192 which authorizes the adding of \$8,003.00 to the matching fund amount to be paid by the Township, bringing the matching fund amount up to \$265,103.00 and a total Project cost to \$1,424,603.00. Such an amending

Resolution should be submitted to the Board of Commissioners for consideration as soon as possible.

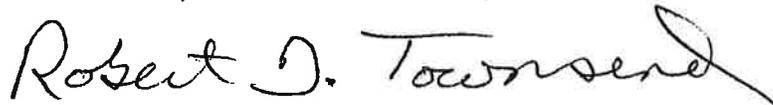
It is my understanding from our telephone conversation on June 10, 2015 that a delay in getting the attached Agreement and the MDOT Grant Contract signed may result in additional cost to the Project due to the elapsing of the time period in which the Contractor is required to hold to its bid amount. That being the case the County may, as a business decision to avoid the potential of increase in the Project cost, proceed with the execution of the attached Agreement with the understanding that Resolution No. 15-192 will be amended as discussed above.

When copies of the attached Agreement are being signed it should be noted that the term of the Agreement commences on the date in which the Agreement is signed by the authorized representatives of both parties. It is therefore imperative that the correct dates be inserted into the spaces provided therefore on the signature pages and the Agreement's introductory paragraph. Please e-mail a fully signed copy of the attached Agreement to my assistant Nicole Moles at [nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com) for insertion into our electronic file.

If you have any questions with regards to the attached Agreement or this letter, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam

Enclosures

cc: Brian McGrain, Chairperson, County Board of Commissioners  
Tim Dolehanty, Ingham County Controller/Administrator  
William Conklin, Managing Director, Road Department  
Becky Bennett, Board Coordinator  
Deb Bavery, Executive Secretary, Ingham County's Controller Office

N:\Client\Ingham\Roads\Correspondence\Peterson\Ltr re 3<sup>rd</sup> Party Agr w Delhi Twp re Ram Trail Project.doc

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND THE INGHAM COUNTY ROAD DEPARTMENT AND A THIRD PARTY AGREEMENT BETWEEN DELHI TOWNSHIP AND THE INGHAM COUNTY ROAD DEPARTMENT IN RELATION TO A FEDERALLY FUNDED PATHWAY PROJECT ALONG HOLT ROAD FROM KAHRES ROAD TO EIFERT ROAD**

**RESOLUTION # 15 – 192**

WHEREAS, the Ingham County Road Department received Congestion Mitigation & Air Quality (CMAQ), on behalf of Delhi Charter Township, to construct the RAM trail along Holt Road from Kahres Road to Eifert Road; and

WHEREAS, Delhi Township desires to design, construct, and maintain the trailway for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements; and

WHEREAS, the Road Department and Delhi Township agree that the township will administer construction of the project, and will pay any and all local match costs incurred by the project, plus \$4,000.00 for project administration and oversight provided by the Road Department; and

WHEREAS, the estimated costs for the project are as follows:

Federal CMAQ Funding	\$1,159,500
Delhi Township Match:	<u>\$ 257,100</u>
	\$1,416,600

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect construction of RAM trail along Holt Road from Kahres Road to Eifert Road, on behalf of Delhi Charter Township, for a total estimated cost of \$1,416,600 consisting of \$1,159,500 in federal CMAQ funding and \$257,100 in township matching funds.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a third party agreement with Delhi Charter Township to also effect construction of RAM trail along Holt Road from Kahres Road to Eifert Road.

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

**COUNTY SERVICES: Yeas:** Celentino, Crenshaw, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Banas **Approved 5/19/15**

**FINANCE: Yeas:** Anthony, Bahar-Cook, Tennis, McGrain, Case Naeyaert  
**Nays:** None **Absent:** Tsernoglou, Schafer **Approved 5/20/15**

**THIRD-PARTY INTER-AGENCY AGREEMENT  
FOR  
RAM TRAIL PROJECT**

CHARTER TOWNSHIP OF DELHI

RAM TRAIL PROJECT ALONG HOLT ROAD FROM EIFERT ROAD TO KAHRES ROAD

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 between the **CHARTER TOWNSHIP OF DELHI**, Ingham County, Michigan (**TOWNSHIP**) a municipal corporation organized and existing under the laws of the State of Michigan and the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (**COUNTY**) acting on behalf of the **INGHAM COUNTY ROAD DEPARTMENT** (**ROAD DEPARTMENT**).

**WITNESSETH**

**WHEREAS**, the **ROAD DEPARTMENT**, on behalf of the **TOWNSHIP**, has applied for and obtained Congestion Mitigation & Air Quality (CMAQ) Program funds to construct a RAM trail (i.e. non-motorized pathway) along west Holt Road from Eifert Road westerly to Kahres Road, and all together with necessary related work (hereinafter referred to as the **PROJECT**); and

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

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

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

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

**1. TOWNSHIP'S PROJECT RESPONSIBILITIES.**

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

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

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

and/or approvals for work within a right-of-way, historic preservation issues, soil erosion and sedimentation control, impacts to wetlands, streams, lakes, drains, floodplains and discovery of contaminated soils as necessary for the PROJECT.

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

- K. Buy America. Buy America requirements (23 CFR 365.410) shall apply to the PROJECT and TOWNSHIP shall comply with said requirements, as applicable.
- L. Insurance. The TOWNSHIP shall maintain bodily injury and property damage insurance for the duration of the PROJECT.
- M. Maintenance of Records and Accounts. The TOWNSHIP shall maintain accurate records and accounts relative to cost of the PROJECT. Such accounts shall be retained on file for a period of not less than three (3) years from the date of final payment.

**2. RESPONSIBILITIES OF ROAD DEPARTMENT.**

- A. Project Administration and Oversight. The ROAD DEPARTMENT shall provide administration and oversight services for the PROJECT.
- B. Authorization for Signing MDOT Contract and Effect Thereof. The ROAD DEPARTMENT meets all requirements and responsibilities as a LOCAL AGENCY and REQUESTING PARTY as defined under all pertinent federal or state laws and regulations regarding Federal-CMAQ Funds. Having met these federal and state requirements and responsibilities, the TOWNSHIP hereby authorizes the COUNTY on behalf of the ROAD DEPARTMENT to sign a contract with MDOT for the purpose of securing Federal-CMAQ Funds for this PROJECT. The ROAD DEPARTMENT, by the COUNTY executing the contract with MDOT on its behalf, and rendering services pursuant to that contract, will not assume jurisdiction of any highway or public right-of-way which is under another agency, described in any portion of the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction for the use of the highway or public right-of-way within the PROJECT, for the purposes defined under Michigan Law for a highway or the RAM trail right-of-way, rests with the TOWNSHIP, except for that portion existing in the right-of-way of west Holt Road, Kahres Road and Eifert Road which are COUNTY roads within the ROAD DEPARTMENT's jurisdiction.
- C. Requirements and Responsibilities As LOCAL AGENCY and REQUESTING PARTY. The ROAD DEPARTMENT has certain requirements and responsibilities as a LOCAL AGENCY and REQUESTING PARTY for the PROJECT as defined under pertinent federal or state laws and regulations relative to Federal-Aid Highway Funds.

**3. JURISDICTION OVER PROJECT.** Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications or documents, of any nature, or any inspections of work by the ROAD DEPARTMENT and its agents pursuant to the terms of this Agreement are done to assist the TOWNSHIP in meeting federal and state program

guidelines in order to qualify for available Federal-CMAQ Funds for the PROJECT. Such approvals, reviews, inspections and recommendations by the ROAD DEPARTMENT and its agents shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of its propriety or that the ROAD DEPARTMENT is assuming any liability, control or jurisdiction of any portion of the PROJECT under the TOWNSHIP'S control.

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

**4. PERMITS.** For any portion of the RAM trail that is located within the ROAD DEPARTMENT public road right-of-way, the TOWNSHIP shall obtain a permit from the ROAD DEPARTMENT for its installation. The ROAD DEPARTMENT will issue a permit to construct within the public road right-of-way, based on TOWNSHIP prepared approved drawings.

**5. PROJECT COSTS.**

- A. The term "PROJECT COST," as herein used, is defined as the cost of the force account work incurred by the ROAD DEPARTMENT, the TOWNSHIP and the cost of the physical construction caused by MDOT necessary for completion of the PROJECT as a result of the MDOT Contract and this Agreement, except construction engineering and inspection.
- B. The cost incurred by either the ROAD DEPARTMENT or TOWNSHIP for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT cost as defined by both this and the MDOT Agreement.
- C. Any items of the Project Cost incurred by MDOT may be charged to the PROJECT.
- D. The TOWNSHIP, under the terms of this Agreement shall:
  - 1. AT PROJECT COST, perform or cause to be performed minor utility work necessary for completion of the PROJECT.
  - 2. At no cost to the PROJECT
    - (a) Design or cause to be designed the plans and specifications for the PROJECT.

- (b) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- (c) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for completion of the PROJECT.

E. Estimated PROJECT Costs

1. All PROJECT construction costs are estimated to be ONE MILLION FOUR HUNDRED SIXTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,416,600.00).
2. Estimated cost for FORCE ACCOUNT WORK (i.e. traffic signals, signing, etc.) is EIGHT THOUSAND THREE AND NO/100 DOLLARS (\$8,003.00).
3. Total estimated cost for the PROJECT IS ONE MILLION FOUR HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED THREE AND NO/100 DOLLARS (\$1,424,603.00).

F. Responsibility for PROJECT Cost. The estimated PROJECT cost shall be met in part by contributions MDOT has received from the Federal Government. Federal CMAQ funds which shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$1,159,500.00, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after the deduction of the Federal funds, shall be charged to and paid by the TOWNSHIP in the manner and at times set forth in this Agreement. Any items of the PROJECT COST not reimbursed by Federal funds shall be the sole responsibility of the TOWNSHIP.

G. TOWNSHIP'S Deposit of Funds with the ROAD DEPARTMENT. The TOWNSHIP shall deposit with the ROAD DEPARTMENT within thirty (30) days of the PROJECT award, seed money equal to TWO HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED THREE AND NO/100 DOLLARS (\$265,103.00). The seed money shall be used by the ROAD DEPARTMENT to pay the PROJECT'S invoiced local match costs. Any PROJECT COSTS not paid by MDOT with Federal funds in excess of the TOWNSHIP'S seed money deposit will be invoiced by the ROAD DEPARTMENT to the TOWNSHIP. The TOWNSHIP agrees to pay such invoices within thirty (30) days of the invoice date or be subject to a penalty of one percent (1%) of the amount due to the ROAD DEPARTMENT, per month, until the sum due is paid in full. In the event the final PROJECT COSTS are less than the total estimated cost any unspent TOWNSHIP funds

deposited with the COUNTY at the PROJECT'S commencement shall be returned to the TOWNSHIP within thirty (30) days after the PROJECT has been completed and all PROJECT COSTS have been paid.

- H. Cost PROJECT Administration and Local Matching Costs. The COUNTY and TOWNSHIP agree that the TOWNSHIP shall administer construction of the PROJECT, shall pay any local match costs incurred by the PROJECT as set forth in Subsection G of this Section 5, and shall pay the COUNTY FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for project administration and oversight services provided by the ROAD DEPARTMENT. The FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) to be paid by the TOWNSHIP shall be paid within thirty (30) days of the PROJECT award or authorization or signing of this Agreement by the authorized representatives of both parties, whichever is the later date.

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

7. **LIABILITY.**

- A. All liability to third parties, including but not limited to MDOT and the Federal Funding Agency, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the TOWNSHIP in the performance of this Agreement shall be the responsibility of the TOWNSHIP, and not the responsibility of the COUNTY or ROAD DEPARTMENT, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the TOWNSHIP, anyone directly or indirectly employed by the TOWNSHIP, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the TOWNSHIP or its employees by statutes or court decisions.
- B. All liability to third parties including but not limited to MDOT and the Federal Funding Agency, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the ROAD DEPARTMENT in the performance of this Agreement shall be the responsibility of the COUNTY and not the responsibility of the TOWNSHIP if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on

the part of any COUNTY employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY and ROAD DEPARTMENT or the COUNTY's employees as provided by statutes or court decisions.

- C. In the event that liability to third parties including but not limited to MDOT and the Federal Funding Agency, loss, or damage arises as a result of activities conducted jointly by the ROAD DEPARTMENT and the TOWNSHIP in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the COUNTY and the TOWNSHIP in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY, the ROAD DEPARTMENT, the TOWNSHIP or their employees, respectively, as provided by statutes or court decisions.

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

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

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

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

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

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

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

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

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

**17. SURVIVAL CLAUSE.** All rights, duties, and responsibilities of any of the parties to this Agreement that either expressly or by their nature extend into the future, including, but not limited to, maintenance of the PROJECT after all construction work has been completed, shall extend beyond and survive the end of the term or termination of this Agreement.

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



**ATTACHMENT A**

**PROJECT APPLICATION**

**CONGESTION MITIGATION AND AIR QUALITY (CMAQ)  
TCRPC REQUIRED APPLICATION FORM Call for Projects 2014-2017**

This form **MUST** be completed and submitted to TCRPC.

<b>Fiscal Year</b>	2015	<b>Phase*</b>	A	<b>CS</b>	
<b>BMP*</b>		<b>EMP*</b>		<b>Length</b>	1.5 mi
<b>County</b>	Ingham	<b>MPO/Rural</b>	TCRPC	<b>MDOT Region</b>	6
<b>City or Township</b>		Delhi Charter Township		<b>Job Number</b>	
<b>Design Route</b> <i>(Trunkline, Street, Arterial, Countywide)</i>		Holt Road from Elfert Road to Kahres Road			
<b>Location</b> <i>(Short description where the project is located)</i>		The project will be on one side of Holt Road beginning at approximately Elfert Road and continuing west to approximately Kahres Road and the Holt Schools Complex area.			
<b>Proposed Improvement</b> <i>(Short description of work being performed. Please provide enough information for eligibility to be determined)</i>		Non-motorized pathway			
<b>Applicant Name</b> <i>(Project/System Manager)/Phone</i>		Robert H. Peterson, P.E.		<b>Phone:</b>	517-676-9722 ext. 336
<b>Responsible Agency</b> <i>(State/Local/Transit)</i>		Ingham County Road Commission			
<b>Project Cost (in dollars)</b>		<b>Federal Cost</b>	<b>Non-Fed Cost</b>		<b>Total Cost</b>
		1189600	297400		1487000
<b>Emission Calculations</b>		<b>VOC kg/day</b>	<b>NOx kg/day</b>	<b>CO kg/day</b>	<b>PM kg/day</b>
<i>(From calculations worksheets)</i> Click here to attach worksheet		-0.564	-0.400		
<b>Cost per Kilogram</b> <i>(From worksheets)</i>		<b>VOC costs</b>	<b>NOx costs</b>	<b>CO costs</b>	<b>PM costs</b>
		153.34	215.90		
<b>Project Reporting Category (select the category/categories that best fit your project code):</b> Select the category/categories that best fit your project code: <input type="text" value="Ped/Bike"/>					
<b>Fund Code:</b> <input type="text" value="CM (requires match)"/>					

\*May not apply to Local Applications. (Phase, Beginning Mile Point - BMP, Ending Mile Point - EMP)

**Additional information from applicant:**

**Submit**

**WORKSHEET 13  
CONSTRUCT NON-MOTORIZED PATHWAY**

**Project Name:** Holt Road Trail  
**Submitter:** Ingham County Dept. of Roads & Transportation  
**Fiscal Year:** 2015

**Directions:** (1) Copy this file to your hard drive and rename it with the project name. (2) Fill in yellow highlighted cells with the appropriate measurements obtained from your field data, models, or the emissions factors tables provided (Grayed in cells will auto calculate). You may manually calculate using the printed formulas in the "Description of Data Items/Formula" cell spaces. (3) Attach the completed worksheet to the required application form along with any diagrams or additional worksheets used. (4) The project name and the values shown in the brown boxes should match values on the required application. (5) If you have multiple intersections in your project, complete and save this worksheet, giving it a different name for each intersection. Complete all worksheets, and add up ALL the "Changes in Emissions" (Kg/day). This total is used to calculate "Cost per Kilogram over the life of the project" by using worksheet "W00\_cost module for multiple worksheet projects.xls". Emissions on the application will be the total of VOC and/or NOx emissions totaled respectively from all applicable worksheets.

**NOTE:** This is not an application form, this is only a tool used to calculate emissions that are needed for the CMAQ application. You must fill in all the required/highlighted fields. (if this is a part of a series in a corridor the total sum must be reported on the application)

**Contact:** If you should have any trouble with these worksheets please contact Edward Fowler (517-241-0171).

**EMISSION CALCULATIONS**

Line No.	Description of Data Item/Formula	VOC	NOx	CO	PM2.5
1	Length of pathway (mi)	1.5	1.5		
2	Average Daily Traffic (ADT) along impacted roadways	11,433.00	11,433.00		
3	VMT along primary parallel roadway=L1*L2 (mi/day)	17,149.5	17,149.5	0.0	0.0
4	Decimal percentage of pedestrian and bicycle travel	0.025	0.025		
5	Total VMT diverted from automotive to pedestrian/bicycle mode=L3*L4 (mi/day)	428.7	428.7	0.0	0.0
6	Average speed along impacted roadway(s) (mph)	55	55		
7	Emission factor for speed on L6 (use passenger cars) (g/mi)	1.315	0.934		
8	Annual VMT reduction=L5*180 bike/walking days (mi)	77,172.8	77,172.8	0.0	0.0
9	Annual emission reduction=(L11)*180days (Kg/yr)	-101,482	-72,079	0.000	0.000
10	For comparative purpose only: Conversion to Tons/Year=(L9*.0011Kg)	-0.112	-0.079	0.000	0.000
11	Emission reduction=(L5*L7)/1000 (Kg/day)	-0.564	-0.400	0.000	0.000

Comments:

12	Project design life in years (Yrs)	30	30		
13	Total project cost for this application (CMAQ plus Match) (\$)	#####	#####		
14	Emission reduction over the life of the project=L10*L12 (Tons/Life)	-3.349	-2.379	0.000	0.000
15	Emission reduction over the life of the project=(L9*L12) (Kg/Life)	-3,044,465	-2,162,380	0.000	0.000
16	Cost per Ton over the life of the project=(L13/L14) (\$/Tons/Life)	\$444,024.87	\$625,152.79	#DIV/0!	#DIV/0!
17	Cost per Kilogram over the life of the project=(L13/L15) (\$/Kg/Life)	\$488.43	\$687.67	#DIV/0!	#DIV/0!

Updated May 2012



**LANDSCAPE ARCHITECTS**  
**PLANNERS**  
 10000 WOODBURN AVENUE  
 SUITE 100  
 ANN ARBOR, MI 48106  
 TEL: 734-769-1100  
 FAX: 734-769-1101

REVISIONS	DATE	BY	DESCRIPTION

**DELHI CHARTER TOWNSHIP**  
 2074 AURELIUS ROAD  
 DELHI, MI 48842  
 PH: 517-694-5021

**DELHI CHARTER TOWNSHIP**  
**HOLT ROAD SHARED USE PATH**  
**BASIS OF DESIGN**

NO.	DATE	DESCRIPTION

**SHEET**  
 c1



**ATTACHMENT B**

**MDOT GRANT CONTRACT**

CMAQ

	DA
Control Section	CM 33400
Job Number	124262A
Project	CM 1533(008)
Federal Item No.	HK 0230
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5132

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF INGHAM, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the County of Ingham, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 17, 2015, attached hereto and made a part hereof:

Non-motorized pathway work along West Holt Road from Eifert Road westerly to Kahres Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

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

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

CONGESTION MITIGATION AND AIR QUALITY

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:
- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
  - B. At PROJECT COST, perform or cause to be performed minor utility work necessary for the completion of the PROJECT.
  - C. At no cost to the PROJECT
    - (1) Design or cause to be designed the plans for the PROJECT.
    - (2) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$1,189,600, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

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

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

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous

substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOARD OF COUNTY ~~ROAD~~  
COMMISSIONERS OF THE  
COUNTY OF INGHAM

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title: Brian McGrain, Chairperson  
County Board of Commissioners

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

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

By: Robert D. Townsend  
Robert D. Townsend  
Ing/Roads #15-018



RDB  
4/20

APPROVED BY:  
for [Signature] 4/29/2015  
Administrator Date  
Real Estate



DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

**B. Payment of Contracted and DEPARTMENT Costs:**

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

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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

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

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