

**CHARTER TOWNSHIP OF CHESTERFIELD
REGULAR BOARD MEETING
TO BE HELD AT THE MUNICIPAL OFFICES, 47275 SUGARBUSH RD.
CHESTERFIELD, MI 48047
586-949-0400**

**June 1, 2015
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE: Anchor Bay High School Junior Air Force ROTC**
- 3. ROLL CALL**
- 4. PRESENTATION:**

Plante & Moran overview of the 2014 Financial Audit.
- 5. CONSENT AGENDA:** All items under the Consent Agenda are considered routine by the Board and will be enacted in one motion. There is no separate discussion of these items. If discussion of any item(s) is required by a Board member, it will be removed from the Consent Agenda and considered separately. Public comments on the Consent Agenda items are permitted.
 - A)** Approval of the Agenda (with Addendum if necessary).
 - B)** Approval of the Minutes of the Regular Board Meeting of May 18, 2015.
 - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 6. REGULAR AGENDA:**
 - A)** Adopt Resolution 2015-14 authorizing an official statement and continuing disclosure certificate for the North Gratiot Interceptor Drainage District for the Drain Bonds, phase 1.
 - B)** Adopt Resolution 2015-15 authorizing the publishing of a Notice of Intent to issue 2015 Capital Improvement Bonds.
 - C)** Approve introduction and first publication of Ordinance No. 148 amending the Charter Township of Chesterfield Offenses Against Public Peace.

- D) Approve payment of annual (July 1, 2015-June 30, 2016) dues to the Michigan Township Association (MTA) in the amount of \$6,201.63.
- E) Adopt Resolution 2015-16 establishing a policy and procedures for reimbursement to employees, appointees and elected officials for travel, meals, parking and mileage.
- F) Administration of the Oath of Office to Jake Prialux promoted to Fire Department Sergeant.
- G) Approve the recommendation from AEW to award the 2015 Sanitary Sewer Cleaning and CCTV Investigation contract to Doetsch Environmental Services Inc. for a total cost of \$1,016,823.30.
- H) Approve the recommendation from AEW to award the 2015 Sanitary Sewer Rehabilitation Lining contract to Pipeline Management Co. for a total cost of \$153,369.00.
- I) Approve the Engagement Letter and Professional Services Agreement with Plante & Moran PLLC.
- J) Grant information regarding supplemental funding for new officers, (COPS Grant) and a grant regarding the implementation of body cameras (Department of Justice).

7. ADDENDUM (If Necessary)

8. PUBLIC COMMENTS (Five-Minute Time Limits)

9. BOARD COMMENTS

10. ADJOURNMENT

NEXT REGULAR BOARD MEETING IS MONDAY, JUNE 15, 2015 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY JUNE 10, 2015. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 949-0400 EXT. 5.

This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, MCL 41.72a(2) and (3), and the American with Disabilities Act.

The Charter Township of Chesterfield fully embraces the spirit and letter of the law as it pertains to the American with Disabilities Act. In accordance with the law, any individual who needs accommodation is asked to contact the Clerk's Office during normal business hours at 586-949-0400 ext. 5. To provide appropriate accommodation the Clerk's Office needs two (2) business days notice prior to the meeting.

POSTED: May 28 , 2015

Wurmlinger, Eric M.

From: Bauer, Victoria
Sent: Wednesday, May 06, 2015 3:11 PM
To: Wurmlinger, Eric M.; Berry, Cindy
Cc: Lovelock, Michael; Hartman, Linda; Pamela Hill (Pamela.Hill@plantemoran.com)
Subject: Plante Moran

Please put the Plante Moran Audit presentation on the June 1, 2015 board meeting. This is the same presentation that they do every year.

Thanks,

Victoria Bauer, CPA
Charter Township of Chesterfield
Financial Director
586-949-0400 ext. 1153

RECEIVED
MAY 08 2015
BY: *[Signature]*

**PROPOSED MINUTES OF THE REGULAR BOARD MEETING
OF
THE CHARTER TOWNSHIP OF CHESTERFIELD**

May 18, 2015

The meeting was called to order by Supervisor Lovelock at 7:00 pm in the Charter Township of Chesterfield Municipal Offices at 47275 Sugarbush, Chesterfield, MI 48047.

Present: Supervisor Lovelock, Clerk Berry, Treasurer Hartman
Trustees: Anderson, Bell, Joseph, DeMuyntck
Also Present: Township Attorney Seibert

The Pledge of Allegiance was led by Anchor Bay Junior ROTC and the new Police Officers Michael Connell, Darin Johnson, Craig Suppon and Marco Koki. **PLEDGE OF ALLEGIANCE**

John Johnson gave the board a brief overview of the 2015 Gratiot cruise festivities including the addition of a fun run. He also acknowledged past chair, Jan Uglis who was stepping down this year. **PRESENTATION BY JOHN JOHNSON FROM THE GRATIOT CRUISE**

Motion by DeMuyntck, supported by Anderson to: **4A)** Approve the Agenda as submitted with an addendum. **4B)** Approve the Minutes of the May 4, 2015 regular board meeting. **4C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

Ayes: DeMuyntck, Anderson, Joseph, Bell, Hartman, Lovelock, Berry
Nays: None **MOTION CARRIED**

Motion by Berry, supported by Lovelock to open the Public Hearing at 7:15pm to hear comments on an application for an Industrial Facilities Exemption Certificate (IFEC) for real and personal property submitted by RockTech Systems, LLC located at 50250 E. Russell Schmidt Blvd., Chesterfield Twp., MI 48051. **MOTION TO OPEN PUBLIC HEARING REGARDING AN IFEC FOR ROCKTECH SYSTEMS /APPROVED**
Chesterfield Township Assessor Dean Babb addressed the board.

Roll Call Vote:

Ayes: Berry, Lovelock, Anderson, Joseph, DeMuyntck, Bell, Hartman
Nays: None **MOTION CARRIED**

Motion by Berry, supported by DeMuynck to close the Public Hearing at 7:19pm.

Roll Call Vote:

Ayes: Berry, DeMuynck, Anderson, Joseph, Bell, Hartman, Lovelock

Nays: None

MOTION TO CLOSE PUBLIC HEARING/ APPROVED

MOTION CARRIED

Motion by Lovelock, supported by DeMuynck to withdraw the requested Industrial Facilities Exemption Certificate (IFEC) for real and personal property submitted by RockTech Systems, LLC located at 50250 E. Russell Schmidt Blvd., Chesterfield Twp., MI 48051 and issue them a full refund.

Roll Call Vote:

Ayes: Lovelock, DeMuynck, Anderson, Joseph, Bell, Hartman, Berry

Nays: None

MOTION TO WITHDRAW AN IFEC FOR ROCKTECH SYSTEMS, LLC/APPROVED

MOTION CARRIED

Supervisor Lovelock introduced the new Police officers Craig Suppon, Marco Koki, Michael Connell and Darin Johnson. Clerk Berry administered the Oath of Office. Board action was not required.

INTRODUCTION OF NEW POLICE OFFICERS

Supervisor Lovelock announced that Ken Franks has been promoted to Police Lieutenant. Clerk Berry administered the Oath of Office. Board action was not required.

PROMOTION OF KEN FRANKS TO POLICE LIEUTENANT

Motion by Lovelock, supported by Anderson to approve the Supervisor's request to appoint Brad Kersten Police Chief.

Roll Call Vote:

Ayes: Lovelock, Anderson, Joseph, DeMuynck, Bell, Hartman, Berry

Nays: None

MOTION TO APPROVE THE APPOINTMENT OF BRAD KERSTEN POLICE CHIEF /APPROVED

MOTION CARRIED

Approval of a variance for an Outdoor Merchandising Application from Kroger at 35000 23 Mile Rd. from May 17 through June 14, 2015 failed due to lack of a motion.

NO ACTION TAKEN ON A VARIANCE REQUEST FOR AN OUTDOOR MERCHANDISING APPLICATION FOR KROGER

Motion by Lovelock, supported by Berry to approve a request from JD & SY Inc. to sell fireworks from June 24, 2015 through July 5, 2015, 9:00am to 9:00pm from a 20' x 40' tent located at 29230 23 Mile Road and the same at 54800 Gratiot.

Roll Call Vote:

Ayes: Lovelock, Berry, Joseph, Bell, Hartman

Nays: Anderson, DeMuynck

MOTION TO APPROVE THE SALE OF FIREWORKS TO JD & SY INC/APPROVED

MOTION CARRIED

Motion by Lovelock, supported by DeMuynck to approve Supervisor Lovelock's recommendation to re-appoint Rick LaBelle, Carl Leonard and Joe Stabile to the Planning Commission with their terms expiring June, 2018 and Jerry Alexie, Frank Eckenrode and James Moran with their terms expiring June, 2019.

Roll Call Vote:

Ayes: Lovelock, DeMuynck, Anderson, Bell, Joseph, Hartman, Berry

Nays:

MOTION CARRIED

MOTION TO APPROVE SUPERVISOR'S APPOINTMENTS TO THE PLANNING COMMISSION /APPROVED

Motion by Joseph, supported by Lovelock to approve a request from Treasurer Hartman to update the current Purchasing Policy.

Roll Call Vote:

Ayes: Joseph, Lovelock, Anderson, Bell, DeMuynck, Hartman, Berry

Nays: None

MOTION CARRIED

MOTION TO APPROVE AN UPDATED PURCHASING POLICY/APPROVED

Motion by DeMuynck, supported by Joseph to adopt Resolution 2015-13, the Chesterfield Township Hazard Mitigation Plan.

Roll Call Vote:

Ayes: DeMuynck, Joseph, Anderson, Bell, Hartman, Berry

Nays: Lovelock

MOTION CARRIED

MOTION TO ADOPT RESOLUTION 2015-13, THE TOWNSHIP HAZARD MITIGATION PLAN/ADOPTED

Joe Miller and Jason McKenney addressed the Board.

PUBLIC COMMENTS

Motion by Lovelock, supported by Berry to adjourn the meeting at 8:27pm.

Ayes: All

Nays: None

ADJOURNMENT

Agenda Item # A

RECEIVED
MAY 21 2015
BY: Eme 5/12/15

**CHARTER TOWNSHIP OF CHESTERFIELD
MACOMB COUNTY, MICHIGAN
TO AUTHORIZE OFFICIAL STATEMENT AND
CONTINUING DISCLOSURE CERTIFICATE
RESOLUTION
2015-14**

Minutes of a meeting of the Township Board of the Charter Township of Chesterfield, Macomb County, Michigan, held in the Chesterfield Municipal Building, 47275 Sugarbush Rd., Chesterfield, Michigan 48047, Michigan, on June 1, 2015, at 7:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the North Gratiot Interceptor Drainage District, Macomb County, Michigan (the "North Gratiot Drainage District"), issued its Drainage District Drain Bonds Phase I, Series 2008 (Limited Tax General Obligation) (the "Prior Bonds") for the purpose of paying the costs of acquiring and constructing improvements to the North Gratiot Interceptor Drain (the "2008 Project"); and

WHEREAS, the North Gratiot Drainage District has received a savings report from Bendzinski & Co., that shows that refunding all or a portion of the Prior Bonds may provide a net present value savings with respect to the debt service on the Prior Bonds; and

WHEREAS, the North Gratiot Drainage District intends to issue a series of refunding bonds in order to refund all or a portion of the Prior Bonds (the "Refunding Bonds"); and

WHEREAS, the Charter Township of Chesterfield (the "Township") has been assessed a share of the cost of the 2008 Project and the remaining balance of such assessment is at least 10% of the outstanding amount of assessments for the 2008 Project; and

WHEREAS, in connection therewith, the Township has been asked to participate in the preparation of preliminary and final official statements for the Refunding Bonds and enter into continuing disclosure undertakings for the Refunding Bonds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Supervisor, the Township Manager, the Clerk and the Treasurer of the Township, or any one or more of them (the "Authorized Officer"), are authorized to participate in the preparation of preliminary official statements and final official statements for the Refunding Bonds and to sign such documents and give any approvals necessary therefor.

2. The Authorized Officer is hereby authorized to execute a certificate of the Township to comply with the continuing disclosure undertakings of the Township with respect to the Refunding Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate in such form as the Authorized Officer shall approve, and the Authorized Officer is hereby authorized and directed to sign the disclosure certificate.

3. The Authorized Officer is authorized and directed to take all actions necessary or desirable for the issuance of the Refunding Bonds and to execute any documents or certificates necessary to complete the issuance of the Refunding Bonds.

4. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of the conflict.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

Cindy Berry, Clerk

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy
FLORIDA: Tampa
ILLINOIS: Chicago
NEW YORK: New York
OHIO: Cincinnati
CANADA: Toronto • Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wroclaw

April 28, 2015

Ms. Victoria Bauer
Finance Director
Charter Township of Chesterfield
47275 Sugarbush Road
Chesterfield, MI 48047

Agenda Item # **B**

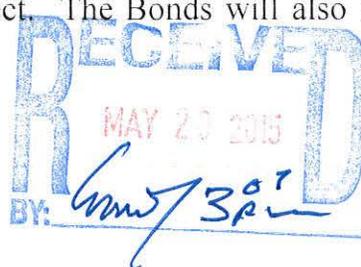
Re: 2015 Capital Improvement Bonds for Municipal Building Improvements

Dear Ms. Bauer:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the Township Board at its meeting on May 18th. This Resolution authorizes the publication of a Notice of Intent relating to the Township's Bonds to be issued for the purpose of paying the costs of acquiring, constructing, furnishing and equipping improvements to the Township Municipal Offices, including parking lot improvements and site improvements, and parking lot improvements at the Chesterfield Police Station, together with all appurtenances and attachments (the "Project").

The enclosed Notice of Intent Resolution indicates the Township's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$6,000,000 to pay the cost of the Project. The Notice of Intent Resolution authorizes the Township Clerk to publish a notice of intent to issue Bonds in the *The Voice* indicating the Township's intent to issue Bonds for the Project in an amount not to exceed \$6,000,000. The Resolution does not obligate the Township to issue Bonds up to the full amount or to finance all aspects of the Project. The Township can downsize the Bond issue prior to the sale of the Bonds.

The Notice provides that the Township will pledge its limited tax full faith and credit as security for the Bonds. The proceeds of the Bonds may be used to pay for the construction of the Project as well as reimburse the Township for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds.



Ms. Victoria Bauer

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April 28, 2015

The Revised Municipal Finance Act requires the Township to notify the electors of the Township of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the Township electors unless a petition is filed with the Township Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the Township. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the Township.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the Township to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds, including costs for engineering and design. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the Township incurs hard construction costs before the Bonds are actually issued.

If the Notice of Intent Resolution is approved by Board and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in mid-July. After the referendum period expires, in order to issue and sell the Bonds, the Township Board would need to adopt a resolution to authorize the issuance of the Bonds and that resolution would determine the size of the Bond issue and the scope of the Project to be financed.

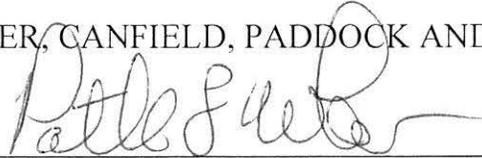
We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please feel free to give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____


Patrick F. McGow

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Victoria Bauer

-3-

April 28, 2015

Enclosures

Cc: Ryan A. Bendzinski

24188811.1\088388-01672

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CHARTER TOWNSHIP OF CHESTERFIELD
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the Charter Township of Chesterfield, County of Macomb, State of Michigan (the "Township"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), for the purpose of paying the costs of acquiring, constructing, furnishing and equipping improvements to the Township Municipal Offices, including parking lot improvements and site improvements, and parking lot improvements at the Chesterfield Police Station, together with all appurtenances and attachments.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the general funds of the Township lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed twenty (20) in number for each issue and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE TOWNSHIP IS FILED WITH THE TOWNSHIP CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE TOWNSHIP VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Cindy Berry
Township Clerk
Charter Township of Chesterfield

24188308.1\088888-01672

RECEIVED
MAY 21 2015
BY: EMUS 12:02 PM

**CHARTER TOWNSHIP OF CHESTERFIELD
MACOMB COUNTY, MICHIGAN
NOTICE OF INTENT CAPITAL IMPROVEMENT BONDS
RESOLUTION
2015 -15**

Minutes of a regular meeting of the Township Board of the Charter Township of Chesterfield, County of Macomb, State of Michigan, held on the 1st day of June, 2015, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the Charter Township of Chesterfield, County of Macomb, State of Michigan (the Township") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the "Bonds"), for the purpose of paying the costs of acquiring, constructing, furnishing and equipping improvements to the Township Municipal Offices, including parking lot improvements and site improvements, and parking lot improvements at the Chesterfield Police Station, together with all appurtenances and attachments (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the Township intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the Township for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Clerk is authorized and directed to publish a notice of intent to issue bonds in the *The Voice*, a newspaper of general circulation in the Township.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The Township Board does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the Township's electors and taxpayers residing in the boundaries of the Township of the Township's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4 The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The Township reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the Township subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$6,000,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the Township's use of the proceeds of the Bonds to reimburse the Township for a capital expenditure made pursuant to this resolution.

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Cindy Berry, Township Clerk

Chesterfield Township Police Department

Memorandum

Agenda Item # *C*



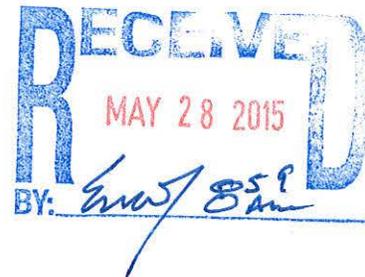
To: Supervisor Michael E. Lovelock and Township Board Members
CC:
From: Chief Bradley A. Kersten
Date: May 27, 2015
Re: Amended Ordinance #108

We are presenting the attached Chesterfield Ordinance #108, known as the disorderly conduct excessive noise ordinance, which has been amended by the Township Attorney. Please review the ordinance for approval and submission for publication.

Respectfully Submitted,

A handwritten signature in black ink that reads "Bradley A. Kersten".

Bradley A. Kersten / Chief of Police



**CHARTER TOWNSHIP OF CHESTERFIELD
MACOMB COUNTY, MICHIGAN
CHESTERFIELD TOWNSHIP CODE OF ORDINANCES
ORDINANCE 148**

AN ORDINANCE AMENDING THE PROVISIONS OF THE CHESTERFIELD TOWNSHIP “OFFENSES AGAINST PUBLIC PEACE” ORDINANCE, BEING NO. 108, CHAPTER 46, ARTICLE III, SECTIONS 126-129, AND PROVIDING AMENDATORY PROVISIONS TO PROHIBIT DISORDERLY CONDUCT AND EXCESSIVE NOISE IN THE TOWNSHIP.

THE TOWNSHIP BOARD OF CHESTERFIELD, COUNTY OF MACOMB, MICHIGAN, ORDAINS:

SECTION 1. TITLE.

This Ordinance shall be known and cited as the Chesterfield Township Disorderly Conduct Ordinance.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to protect the public health, peace, safety and welfare of property and persons in the Township from disorderly persons and excessive noise.

SECTION 3. ENABLING AUTHORITY.

This Ordinance is adopted pursuant to, and in accordance with Act 246, Public Acts of 1945 as amended; MCL 750.167 and MCL 750.170.

SECTION 4. AMENDMENTS.

Sections 126 through 129 of Article III, Chapter 46 of the Code of Ordinances (Ordinance 108) are hereby repealed in their entirety and are hereby replaced with the following amendatory provisions:

SECTION 5. DEFINITIONS.

- A. "Public Place" means any place to which the general public has access or a right of resort for business, entertainment or for lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, restaurant, tavern or other place of business and also public grounds, areas or parks.

- B. Disorderly conduct does not include the conduct of or participation in duly approved activities such as picnics, concerts, bazaars, parades, festivals, and other similar activities, so long as such activities are conducted in a reasonable manner, at a reasonable time and in a reasonable place.

SECTION 6. PROHIBITED ACTS.

No persons shall conduct himself or herself in a disorderly manner in the Charter Township of Chesterfield, Macomb County, Michigan. For purposes of this Ordinance, a person conducts himself or herself in a disorderly manner when he or she does any act or engages in any practice hereinafter listed, or aids or abets any person who does any such act or engages in any such practice hereinafter listed:

- (1) Engages in excessive, unnecessary, or unusually loud noise which disturbs the comfort and quiet repose of the residents or the neighborhood at any time;

- (2) Engages in any indecent or obscene conduct in any public place.

- (3) Permits any place occupied or controlled by him or her to be unreasonably noisy or boisterous, or to be occupied by persons acting in a disorderly manner as herein defined;

- (4) Disturbs the public peace and quiet by loud, boisterous, or vulgar conduct; or makes, aids, gives countenance to, or assists in making any improper noise, disturbance, breach of the peace or diversion tending to a breach of the peace, in any place within the Township;

- (5) Permits any loud or boisterous noise, congregation, disturbance, or party, by which the peace and good order of the Township are disturbed, in or about his or her premises, or premises controlled by such person.

- (6) Engages in fighting or jostling in a public place;
- (7) Guns or races the engine of any motor vehicle, including every motorcycle or motor driven cycle, or runs or operates a motor vehicle, motorcycle, or motor driven cycle without a muffler in good working order (one which in constant operation prevents excessive or unusual noise and annoying smoke); a person shall not remove, destroy, or damage any of the baffles contained in the muffler, nor shall a person use a muffler cut out bypass, or similar device upon a motorcycle, motor driven cycle, or any motor vehicle at any place within the Township;
- (8) Creates any loud noises or uses any loud speaker, sound amplifier or other electrical or mechanical device intended to increase the volume of sound at any place or places within the Township in such a manner as to disturb unnecessarily and without reasonable cause the quiet, comfort, or repose of any person or persons between the hours of 11:00 p.m. and 7:00 a.m.;
- (9) Engages in public intoxication or drunkenness;
- (10) Engages in public urination or defecation;
- (11) Trespasses or unlawfully enters or remains on the premises of another to the annoyance or disturbance of the lawful owner or occupant thereof.
- (12) Loiters by obstructing any public street, public highway, public sidewalk, or any other public place or building by hindering or impeding the free and uninterrupted passage of vehicles, traffic or pedestrians; or by obstructing the entrance to any business establishment without doing so for some lawful purpose and contrary to the expressed wish of the owner, lessee, managing agent or person in control of the building or premises.
- (13) Commits in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress, or regress, therein thereon and thereto, after having been told to move by a police officer.

SECTION 7. VIOLATIONS AND PENALTY.

Any person who violates the provisions of this Ordinance shall upon conviction thereof be guilty of a misdemeanor and subject to a penalty not to exceed five hundred dollars (\$500) or imprisonment in the county jail for a period not to exceed ninety-three (93) days, or both such fine and imprisonment.

SECTION 8. REPEALING OF CONFLICTING PROVISIONS.

All resolutions, ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 9. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 10. PUBLICATION.

This Ordinance shall be filed with the Charter Township of Chesterfield Clerk and shall be published in a newspaper of general circulation in Chesterfield Township in accordance with MCL 42.22. A copy of this Ordinance may be purchased or inspected at the Chesterfield Township Clerk's Office during regular Township business hours.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon the second publication and adoption by the Chesterfield Township Board in accordance with MCL 42.22.

Agenda Item # D



MICHIGAN TOWNSHIPS ASSOCIATION

Dues Invoice May 12, 2015

Date Due: 7/1/2015
Township ID: O-2078
MTA Fed. I.D. #: 38-1536994

Primary Contact: Ms. Cindy Berry
Chesterfield Chtr. Twp.
47275 Sugarbush Rd.
Chesterfield, MI 480475156

Remit To:

Michigan Townships Association
PO Box 80078
Lansing, MI 48908-0078

MAY 22 2015
2:32 PM

Annual Dues Covering 7/1/2015 through 6/30/2016	\$6,021.00
Legal defense discretionary assessment	\$180.63
Total Dues	\$6,201.63

Explanation of Dues Determination

This year your township's dues were determined by method (5) below:

- (1) minimum dues \$181.00 per year
- (2) formula (2014 Taxable Value x \$14.88723/million plus 2013-2014 state shared revenues and EVIP x \$1.7376/thousand)
- (3) graduated cap \$5,240.00 (Taxable Value \$286-\$599 million)
- (4) graduated cap \$5,553.00 (Taxable Value \$600-\$999 million)
- (5) graduated cap \$6,021.00 (Taxable Value + \$1 billion)
- (6) increase capped at 10% above 2014-2015 dues

IRS regulations require us to disclose the following:
MTA Dues are not deductible as a charitable contribution for federal income tax purposes.

Postal regulations require us to disclose the following:
Annual membership dues include \$30 per one-year subscription to the Township Focus for township board members and certain additional appointed officials.

If you have any questions regarding MTA dues or services, please call us at (517) 321-6467.

Dues Remittance

Please return this portion with your dues remittance

Date Due: 7/1/2015

Township ID: O-2078

Remit To:

Michigan Townships Association
PO Box 80078
Lansing, MI 48908-0078

Remitted by:

Primary Contact: Ms. Cindy Berry
Chesterfield Chtr. Twp.
47275 Sugarbush Rd.
Chesterfield, MI 480475156

Dues:	\$6,021.00
Legal Defense:	\$180.63
Total:	\$6,201.63

Thank you for supporting strong township government!

Agenda Item # E

May 26, 2015

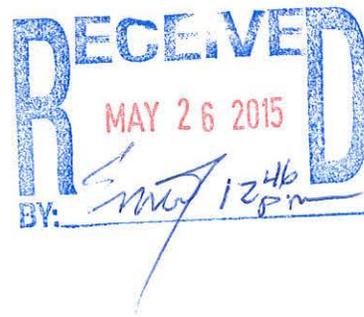
Dear Honorable Board Members:

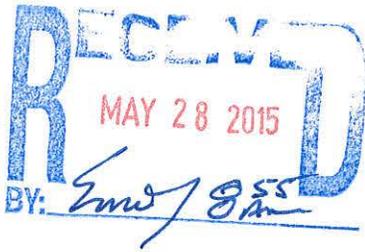
Attached you will find the current per Diem Resolution adopted in 2008. It provides for a flat \$40.00 per day for expenses of overnight stay for conferences/township business. Also attached is the proposed change to that resolution. I am requesting approval for the change in policy and procedure at our June 1, 2015 board meeting.

I would appreciate it if you would discuss with me any modifications or changes you might prefer or questions you may have regarding this request before the board meeting.

Thank you,

Linda





**Chesterfield Township
Policy and Procedure Change
Travel, Meals, Parking, Mileage,
Resolution
2015-16**

Minutes of a regular meeting of the Township Board of the Charter Township of Chesterfield, County of Macomb, Michigan, held in the Township Municipal Offices in said Township on June 1, 2015, at 7:00 P.M. Eastern Standard/Daylight Savings Time.

PRESENT:

ABSENT:

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

Whereas, Travel expenses reimbursement shall be made for allowable expenses. In general, allowable expenses are defined as conference or seminar fees, transportation, accommodations, and meals. Any deviations from these allowable expenses require the approval of the Supervisor. Employees who are approved for overnight conferences that stay for Township business will receive the following relative to the overnight stay.

Whereas, Meals with receipt- the maximum reimbursement for meals is as follows, Breakfast \$10.00, Lunch \$15.00, Dinner \$20.00. Reimbursement will be made for actual expenses incurred up to maximum with receipt and not on a per diem basis. Reimbursement will not be made for meals which are already provided for in the conference fees. Alcoholic beverages & gratuities are not reimbursable expenses.

Whereas, Employees who do not require overnight lodging for conferences, there will be no expenses for food. Personal expenses are not a reimbursable expense. To qualify for reimbursement, employees are required to complete a

Township Purchase Authorization form with detailed original receipts for all expenses, within two weeks of event.

Whereas, Parking In general, parking fees are reimbursable with receipt; however employees should make the most cost conscious decision for the Township based on the availability and cost. (i.e... Self-parking versus valet parking) Mileage: Current IRS standard mileage rates are followed.

Whereas, to qualify for reimbursement, employees are required to complete the Townships Travel/Expense reimbursement form with navigation directions attached. (Google, Yahoo, MapQuest etc.) Elected and appointed Township Officials are prohibited from reimbursement of travel exclusively within Macomb County. Union contract rules are followed first if silent this policy is to be followed.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Charter Township of Chesterfield, Macomb County, Michigan; Any and all resolutions in conflict with this resolution are hereby repealed.

Ayes:

Nays:

Resolution Declared Adopted;

Supervisor, Michael E. Lovelock

Clerk, Cindy Berry

**Charter Township of
Chesterfield Fire Department**

33991 23 Mile Road, Chesterfield, MI 48047
Business 586-725-2233 Fax 586-725-4350
www.chesterfieldfire.org

OK to put on
Mike

To: Mike Lovelock, Supervisor

From: Doug Charbonneau, Fire Chief

Agenda Item # **F**

Date: May 26, 2015

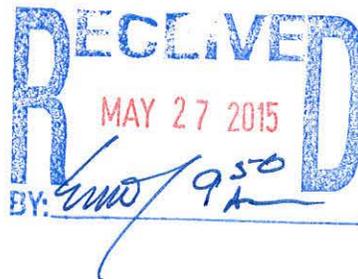
Re: Sergeant Promotion for Jake Priaux

Mike,

As we discussed, I would like to have the swearing in ceremony for Jake Priaux at the next board meeting. Please pass this along for inclusion on that agenda.

Thanks,

Chief Charbonneau

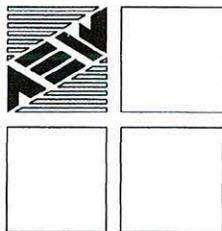


Headquarters/Station 3
23 Mile/Baker
586-725-2233

George Furton/Station 1
22 Mile Road West of Gratiot
586-949-1706

Harold Lemmer/Station 2
Jefferson Ave. /Forbes
586-949-5999

Emergency- 911 or 586-949-2322



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

May 27, 2015

Agenda Item # *G*

Michael E. Lovelock, Supervisor
Charter Township of Chesterfield
47275 Sugar Bush Road
Chesterfield Township, Michigan 48047

Reference: Recommendation of Award of Contract
2015 Sanitary Sewer Cleaning and CCTV Investigation
AEW Project No. 0126-1092-I

Dear Mr. Lovelock:

Following public advertising and bid solicitation, we publicly opened bids for the referenced project at the Chesterfield Township Offices on May 12, 2015. The certified low bidder is Doetsch Environmental Services, Inc of City of Warren with a base bid total of \$1,016,823.30 as shown on the attached bid tabulation.

We recommend that this contract be awarded to Doetsch Environmental Services, Inc., as they are qualified to construct this project and have successfully performed work in the past.

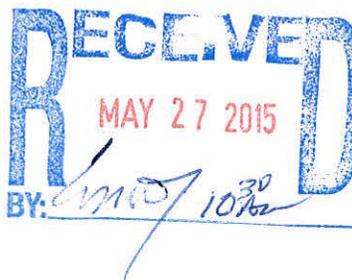
Sincerely,

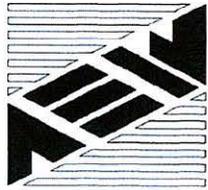
Gordon B. Wilson
Gordon B. Wilson, PE *AAE*

cc: Cindy Berry, Clerk
Linda Hartman, Treasurer
Don Coddington, DPW Superintendent

Enclosure

M:\0126\0126-1092-I\Corr\Letters\RecAward.doc





TABULATION OF BIDS

Charter Township of Chesterfield

2015 Sanitary Sewer Cleaning
and CCTV Investigation

AEW PROJECT NO. 0126-1092-I

DATE: 5/12/2015
TIME: 10:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>	<i>TOTAL BID WITH CREW DAYS</i>	
1	Doetsch Industrial Services Inc	\$	1,016,823.30
2	Allstate Power Vac Inc.	\$	1,023,424.28
3	D.V.M Utilities Inc.	\$	1,117,011.50
4	Pipeline Management Company	\$	1,299,818.10
5	Lake County Sewer Company Inc.	\$	1,353,890.34



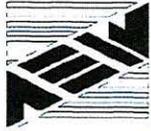
TABULATION OF BIDS
 Charter Township of Chesterfield
 2015 Sanitary Sewer Cleaning
 and CCTV Investigation
 AEW PROJECT NO. 0126-1092-1

Doetsch Industrial Services
 Inc
 21221 Mullin Ave
 Warren MI 48089

Allstate Power Vac Inc.
 928 East Hazelwood Ave
 Rahway NJ 07065

D.V.M Utilities Inc.
 6045 Sims Dr. Suite 2
 {Next Bidder Address}

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	_CLEANING 6 INCH - 12 INCH SANITARY SEWERS	253624	Ft	1.00	253,624.00	1.00	253,624.00	1.25	317,030.00
2.	_CLEANING 15 INCH - 21 INCH SANITARY SEWERS	48181	Ft	1.60	77,089.60	1.30	62,635.30	1.50	72,271.50
3.	_CLEANING 24 INCH - 30 INCH SANITARY SEWERS	24835	Ft	2.50	62,087.50	3.20	79,472.00	2.00	49,670.00
4.	_CLEANING 36 INCH - 42 INCH SANITARY SEWERS	772	Ft	5.00	3,860.00	4.60	3,551.20	2.50	1,930.00
5.	_CLEANING 42 INCH - 54 INCH SANITARY SEWERS	844	Ft	5.00	4,220.00	4.92	4,152.48	3.50	2,954.00
6.	_FINAL TV INVESTIGATION AND REPORT, 6 INCH - 12 INCH SANITARY SEWERS	253624	Ft	0.70	177,536.80	0.70	177,536.80	0.75	190,218.00
7.	_FINAL TV INVESTIGATION AND REPORT, 15 INCH - 21 INCH SANITARY SEWERS	48181	Ft	0.70	33,726.70	1.00	48,181.00	0.75	36,135.75
8.	_FINAL TV INVESTIGATION AND REPORT, 24 INCH - 30 INCH SANITARY SEWERS	24835	Ft	0.70	17,384.50	1.00	24,835.00	0.75	18,626.25
9.	_FINAL TV INVESTIGATION AND REPORT, 36 INCH - 42 INCH SANITARY SEWERS	772	Ft	0.70	540.40	2.00	1,544.00	0.75	579.00
10.	_FINAL TV INVESTIGATION AND REPORT, 42 INCH - 48 INCH SANITARY SEWERS	844	Ft	0.70	590.80	2.00	1,688.00	0.75	633.00
11.	_HEAVY CLEANING 6 INCH - 12 INCH SANITARY SEWERS	63406	Ft	1.00	63,406.00	0.80	50,724.80	1.25	79,257.50
12.	_HEAVY CLEANING 15 INCH - 21 INCH SANITARY SEWERS	12045	Ft	2.00	24,090.00	1.90	22,885.50	1.50	18,067.50
13.	_HEAVY CLEANING 24 INCH - 30 INCH SANITARY SEWERS	6209	Ft	3.00	18,627.00	3.80	23,594.20	2.00	12,418.00
14.	_HEAVY CLEANING 36 INCH - 42 INCH SANITARY SEWERS	193	Ft	10.00	1,930.00	7.00	1,351.00	2.50	482.50
15.	_HEAVY CLEANING 42 INCH - 48 INCH SANITARY SEWERS	211	Ft	10.00	2,110.00	9.00	1,899.00	3.50	738.50



TABULATION OF BIDS

Charter Township of Chesterfield

2015 Sanitary Sewer Cleaning
and CCTV Investigation

AEW PROJECT NO. 0126-1092-I

Doetsch Industrial Services
Inc
21221 Mullin Ave
Warren MI 48089

Allstate Power Vac Inc.
928 East Hazelwood Ave
Rahway NJ 07065

D.V.M Utilities Inc.
6045 Sims Dr. Suite 2
{Next Bidder Address}

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
16.	_ Cutting Service Lead Protrusions	400	Ea	10.00	4,000.00	40.00	16,000.00	125.00	50,000.00
17.	_ Removal of Mineral Deposits	1600	Ea	10.00	16,000.00	40.00	64,000.00	50.00	80,000.00
18.	_ Traffic Control, Major Street	1	LS	30,000.00	30,000.00	7,000.00	7,000.00	20,000.00	20,000.00
19.	_ Traffic Control, Minor Street	1	LS	22,000.00	22,000.00	25,000.00	25,000.00	5,000.00	5,000.00
20.	_ Extra Heavy Cleaning	150	Hr	300.00	45,000.00	135.00	20,250.00	250.00	37,500.00
21.	_ Digital Copy (External Hard Drive) of All Reports at	1	LS	15,000.00	15,000.00	1,500.00	1,500.00	3,500.00	3,500.00
TOTAL AMOUNT BID				\$	872,823.30	\$	891,424.28	\$	997,011.50
* CORRECTED BY ENGINEER									
	Crew Days	600.00	S/Day	240.00	144,000.00	220.00	132,000.00	200.00	120,000.00
TOTAL AMOUNT BID WITH CREW DAYS				\$	1,016,823.30	\$	1,023,424.28	\$	1,117,011.50



TABULATION OF BIDS

Charter Township of Chesterfield

2015 Sanitary Sewer Cleaning
and CCTV Investigation

AEW PROJECT NO. 0126-1092-I

Pipeline Management
Company
2673 E. Maple Road
Milford MI 48381

Lake County Sewer
Company Inc.
32900 Lakeland Blvd
Willowick OH 44095

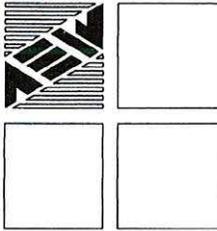
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	_CLEANING 6 INCH - 12 INCH SANITARY SEWERS	253624	Ft	1.20	304,348.80	1.44	365,218.56
2.	_CLEANING 15 INCH - 21 INCH SANITARY SEWERS	48181	Ft	1.30	62,635.30	1.67	80,462.27
3.	_CLEANING 24 INCH - 30 INCH SANITARY SEWERS	24835	Ft	3.20	79,472.00	1.78	44,206.30
4.	_CLEANING 36 INCH - 42 INCH SANITARY SEWERS	772	Ft	6.00	4,632.00	4.86	3,751.92
5.	_CLEANING 42 INCH - 54 INCH SANITARY SEWERS	844	Ft	9.00	7,596.00	4.98	4,203.12
6.	_FINAL TV INVESTIGATION AND REPORT, 6 INCH - 12 INCH SANITARY SEWERS	253624	Ft	1.00	253,624.00	1.44	365,218.56
7.	_FINAL TV INVESTIGATION AND REPORT, 15 INCH - 21 INCH SANITARY SEWERS	48181	Ft	1.00	48,181.00	1.67	80,462.27
8.	_FINAL TV INVESTIGATION AND REPORT, 24 INCH - 30 INCH SANITARY SEWERS	24835	Ft	1.00	24,835.00	1.78	44,206.30
9.	_FINAL TV INVESTIGATION AND REPORT, 36 INCH - 42 INCH SANITARY SEWERS	772	Ft	1.00	772.00	4.86	3,751.92
10.	_FINAL TV INVESTIGATION AND REPORT, 42 INCH - 48 INCH SANITARY SEWERS	844	Ft	1.00	844.00	4.98	4,203.12
11.	_HEAVY CLEANING 6 INCH - 12 INCH SANITARY SEWERS	63406	Ft	2.00	126,812.00	0.50	31,703.00
12.	_HEAVY CLEANING 15 INCH - 21 INCH SANITARY SEWERS	12045	Ft	3.00	36,135.00	1.00	12,045.00
13.	_HEAVY CLEANING 24 INCH - 30 INCH SANITARY SEWERS	6209	Ft	4.00	24,836.00	2.00	12,418.00
14.	_HEAVY CLEANING 36 INCH - 42 INCH SANITARY SEWERS	193	Ft	10.00	1,930.00	10.00	1,930.00
15.	_HEAVY CLEANING 42 INCH - 48 INCH SANITARY SEWERS	211	Ft	15.00	3,165.00	10.00	2,110.00



TABULATION OF BIDS
 Charter Township of Chesterfield
 2015 Sanitary Sewer Cleaning
 and CCTV Investigation
 AEW PROJECT NO. 0126-1092-I

Pipeline Management Company 2673 E. Maple Road Milford MI 48381	Lake County Sewer Company Inc. 32900 Lakeland Blvd Willowick OH 44095
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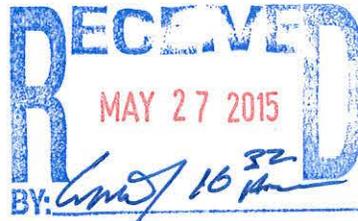
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
16.	_Cutting Service Lead Protrusions	400	Ea	50.00	20,000.00	100.00	40,000.00
17.	_Removal of Mineral Deposits	1600	Ea	50.00	80,000.00	50.00	80,000.00
18.	_Traffic Control, Major Street	1	LS	30,000.00	30,000.00	20,000.00	20,000.00
19.	_Traffic Control, Minor Street	1	LS	2,500.00	2,500.00	14,000.00	14,000.00
20.	_Extra Heavy Cleaning	150	Hr	150.00	22,500.00	350.00	52,500.00
21.	_Digital Copy (External Hard Drive) of All Reports at	1	LS	15,000.00	15,000.00	1,500.00	1,500.00
TOTAL AMOUNT BID				\$	1,149,818.10	\$	1,263,890.34
* CORRECTED BY ENGINEER							
	Crew Days	600.00	S/Day	250.00	150,000.00	150.00	90,000.00
TOTAL AMOUNT BID WITH CREW DAYS				\$	1,299,818.10	\$	1,353,890.34



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

May 27, 2015



Michael E. Lovelock, Supervisor
Charter Township of Chesterfield
47275 Sugar Bush Road
Chesterfield Township, Michigan 48047

Agenda Item # *H*

Reference: Recommendation of Award of Contract
2015 Sanitary Sewer Rehabilitation by FCIPP and SCIPP Lining
AEW Project No. 0126-1047-C

Dear Mr. Lovelock:

Following public advertising and bid solicitation, we publicly opened bids for the referenced project at the Chesterfield Township Offices on May 12, 2015. Three certified bids were received. The certified low bidder is D.V.M. Utilities, Inc of City of Sterling Heights with a base bid total of \$151,503.25, the second certified bidder is Pipeline management Co., Inc of Milford with total bid of \$153,369.00 and the third certified bidder is Lake County Sewer Co., Inc of Willowick OH with total bid of \$168,583.80 as shown on the attached bid tabulation.

On May 22, 2015, three interviews were conducted, one with each bidder. In an effort to better understand the bidders approach, their experience and ability to perform the requested work, each bidder was ask a list of standard questions. The supplementary instructions to bidders of the project specification, Article 3 - Qualifications of Bidders, requires that the contractor of Sectional Cured In Place Pipe (SCIPP) must have successfully installed at least 1,000 liner and of Full Cured In Place Pipe (FCIPP) must have installed 100,000 linear feet. Also the contractor must have at least 5 years of active experience in the commercial installation of the commercially acceptable product. At the interviews, Pipeline management and Lake County clearly showed that they meet these requirements while D.V.M. lacks the required experience for this type of work. Based on D.V.M.'s failure to comply with the required experience, the interview team recommends that they not be considered for this project.

Based on the above, the interview team recommends award the project to Pipeline Management Co., Inc in the amount of \$153,369.00. Pipeline Management demonstrated that their understanding of the contract requirements is consistent with the selection



Mr. Lovelock
May 27, 2015
Page 2

committee's and their intent is to construct this project in conformance with the plans and specifications. Additionally, they stated that they had reviewed their bid and would perform the required work within the amount bid.

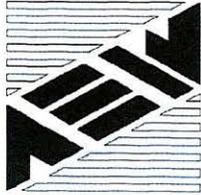
Pipeline management Co., Inc is qualified and has successfully performed similar work in the past. If you have any questions regarding the above, please call.

Sincerely,

Gordon B. Wilson, PE
Enclosure

AA P

cc: Cindy Berry, Clerk
Linda Hartman, Treasurer
Don Coddington, DPW Superintendent



TABULATION OF BIDS
Charter Township of Chesterfield
2015 Sanitary Sewer Rehabilitation
by FCIPP and SCIPP Lining
AEW PROJECT NO. 0126-1047-C

DATE: 5/12/2015
TIME: 10:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>	<i>TOTAL BID WITH CREW</i>	
			<i>DAYS</i>
1	D.V.M. Utilites, Inc.	\$	151,503.25
2	Pipeline Management Company	\$	153,369.00
3	Lake County Sewer Company Inc.	\$	168,583.80



TABULATION OF BIDS
Charter Township of Chesterfield

2015 Sanitary Sewer Rehabilitation
by FCIPP and SCIPP Lining
AEW PROJECT NO. 0126-1047-C

D.V.M. Utilites, Inc.
6045 Sims Suite 2
Sterling Heights MI 48313

Pipeline Management
Company
2673 E. Maple Road
Milford MI 48381

Lake County Sewer
Company Inc.
32900 Lakeland Blvd
Willowick OH 44095

Item No.	Description	Estimated		D.V.M. Utilites, Inc.		Pipeline Management Company		Lake County Sewer Company Inc.	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	_Bonds, Insurance and Mobilization Expense - 3% Max.	1.00	LS	4,000.00	4,000.00	4,400.00	4,400.00	4,900.00	4,900.00
2.	Audio-Visual Record of Construction Influence Area	1.00	LS	5,000.00	5,000.00	2,850.00	2,850.00	1,500.00	1,500.00
3.	_Bypass Pumping	1.00	LS	5,000.00	5,000.00	750.00	750.00	500.00	500.00
4.	_Sanitary Sewer, Pre- Construction, Clean and CCTV, 10	996.00	Ft	2.25	2,241.00	4.00	3,984.00	8.20	8,167.20
5.	_Sanitary Sewer, PreConstruction, Clean and CCTV, 12	1,521.00	Ft	2.50	3,802.50	4.50	6,844.50	8.20	12,472.20
6.	_Sanitary Sewer, PreConstruction, Clean and CCTV, 15	487.00	Ft	2.75	1,339.25	5.00	2,435.00	8.20	3,993.40
7.	_Sanitary Sewer, PreConstruction, Clean and CCTV, 18	271.00	Ft	3.00	813.00	5.50	1,490.50	10.00	2,710.00
8.	_Sanitary Sewer. PreConstruction, Clean and CCTV, 21	302.00	Ft	3.25	981.50	6.00	1,812.00	10.00	3,020.00
9.	Sanitary Lateral, Prepare	10.00	Ea	250.00	2,500.00	125.00	1,250.00	300.00	3,000.00
10.	_Mineral Deposit, Rem	14.00	Ea	50.00	700.00	75.00	1,050.00	150.00	2,100.00
11.	_Sanitary Sewer, CIPP, 21 inch, Full Length	302.00	Ft	116.00	35,032.00	137.00	41,374.00	88.00	26,576.00
12.	_Sanitary Sewer, CIPP, 10 inch, Sectional 3 foot	4.00	Ea	2,450.00	9,800.00	2,350.00	9,400.00	3,065.00	12,260.00
13.	_Sanitary Sewer, CIPP, 10 inch, Sectional 6 foot	2.00	Ea	2,610.00	5,220.00	3,000.00	6,000.00	3,121.00	6,242.00
14.	_Sanitary Sewer, CIPP, 12 inch, Sectional 3 foot	2.00	Ea	2,460.00	4,920.00	2,500.00	5,000.00	3,092.00	6,184.00
15.	_Sanitary Sewer, CIPP, 12 inch, Sectional 15 foot	3.00	Ea	5,300.00	15,900.00	5,000.00	15,000.00	5,850.00	17,550.00
16.	_Sanitary Sewer, CIPP, 12 inch, Sectional 25 foot	3.00	Ea	5,975.00	17,925.00	7,500.00	22,500.00	6,100.00	18,300.00
17.	_Sanitary Sewer, CIPP, 15 inch, Sectional 3 foot	1.00	Ea	3,500.00	3,500.00	3,225.00	3,225.00	3,136.00	3,136.00
18.	_Sanitary Sewer, CIPP, 15 inch, Section 6 foot	1.00	Ea	3,725.00	3,725.00	4,250.00	4,250.00	3,234.00	3,234.00
19.	_Sanitary Sewer, CIPP, 18, inch, Sectional 3 foot	1.00	Ea	3,550.00	3,550.00	4,000.00	4,000.00	3,200.00	3,200.00
20.	_Sanitary Lateral, Reinstate	17.00	Ea	350.00	5,950.00	200.00	3,400.00	275.00	4,675.00
21.	_Sanitary Sewer, Post- Construction, CCTV, 10 inch, Repr	264.00	Ft	1.00	264.00	1.00	264.00	3.50	924.00
22.	_Sanitary Sewer, PostConstruction, CCTV, 12 inch, Repr	406.00	Ft	1.00	406.00	1.00	406.00	3.50	1,421.00
23.	_Sanitary Sewer, PostConstruction, CCTV, 15 inch, Repr	89.00	Ft	1.00	89.00	1.00	89.00	3.50	311.50



TABULATION OF BIDS
 Charter Township of Chesterfield

2015 Sanitary Sewer Rehabilitation
 by FCIPP and SCIPP Lining
 AEW PROJECT NO. 0126-1047-C

D.V.M. Utilites, Inc.
 6045 Sims Suite 2
 Sterling Heights MI 48313

Pipeline Management
 Company
 2673 E. Maple Road
 Milford MI 48381

Lake County Sewer
 Company Inc.
 32900 Lakeland Blvd
 Willowick OH 44095

Item No.	Description	Estimated		D.V.M. Utilites, Inc.		Pipeline Management Company		Lake County Sewer Company Inc.	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
24.	_Sanitary Sewer, Post- Construction, CCTV, 18 inch, Repr	43.00	Ft	1.00	43.00	1.00	43.00	3.50	150.50
25.	_Sanitary Sewer, Post- Construction, CCTV, 21 inch	302.00	Ft	1.00	302.00	1.00	302.00	3.50	1,057.00
26.	_Traffic Maintenance and Control	1.00	LS	5,000.00	5,000.00	1,500.00	1,500.00	7,000.00	7,000.00
27.	Digital Copy (External Hard Drive) of all Reports and Video	1.00	LS	1,500.00	1,500.00	750.00	750.00	2,000.00	2,000.00
TOTAL AMOUNT BID				\$	139,503.25	\$	144,369.00	\$	156,583.80
* CORRECTED BY ENGINEER									
	Crew Days	600.00	S/Day	20.00	12,000.00	15.00	9,000.00	20.00	12,000.00
TOTAL AMOUNT BID WITH CREW DAYS				\$	151,503.25	\$	153,369.00	\$	168,583.80



Agenda Item # I

Plante & Moran, PLLC
Suite 360
4444 W. Bristol Road
Flint, MI 48507 3153
Tel: 810.767.5350
Fax: 810.767.8150
pantemoran.com

May 5, 2015

Board of Trustees
Chesterfield Township
47275 Sugarbush Road
Chesterfield Township, MI 48047

Dear Board of Trustees:

We continue to be complimented by your selection of our firm to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to Chesterfield Township ("the Township").

Scope of Services

Our consulting services will consist of the following:

Consulting services will be provided to assist with the determination a fact based methodology of calculating the proper amount to charge new or expanding users of the water and sewer system for their expanded capacity as previously funded by other users of the system. We will be available to assist the Township through this process in the capacity that they see fit. We will attend meetings as they are called by the Township regarding this matter.

Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time staff expend at our standard hourly rates for the individuals involved plus related costs we incur.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

RECEIVED
MAY 27 2015
BY: *[Signature]* 10:43 AM



May 5, 2015

Thank you for the opportunity to serve you.

Sincerely yours,
PLANTE & MORAN, PLLC



Pamela Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Chesterfield Township and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and Chesterfield Township.

Chesterfield Township

Michael Lovelock
Supervisor

Date

Professional Services Agreement – Consulting Services
Addendum to Plante & Moran, PLLC Engagement Letter Dated May 5, 2015

This Professional Services Agreement is part of the engagement letter for our consulting services dated May 5, 2015 between Plante & Moran, PLLC (referred to herein as "PM") and Chesterfield Township (referred to herein as "the Township").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the Township acknowledges that the Township is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. The Township has designated Michael Lovelock, Supervisor, and Cindy Berry, Clerk, to oversee the services PM will provide.
2. **Nature of Services** – PM's procedures will be based on information and records provided to PM by the Township. PM will rely on such underlying information and records and the procedures will not include audit or verification of the information and records provided to PM in connection with the procedures.

The procedures PM will perform will not constitute an examination or audit of any of the Township's financial statements or any other items, including the Township's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If the Township requires financial statements or other financial information for third-party use, or if the Township requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the Township agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the Township. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's procedures and periodically as PM progresses, PM will review the results of its work with the Township and provide the Township with any observations related to PM's services that PM believes warrant the Township's attention. PM also will provide the Township with copies of analyses or other materials that PM may develop in the course of this engagement upon the Township's request. PM will not issue a written report as a result of this engagement and the Township agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for the Township's purposes.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the Township, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the Township, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of the Township.

In some circumstances, PM may use local or international third-party service providers or PM affiliates to assist with an engagement. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating PM's services to the Township, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the Township recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the Township and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory

authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the Township in a timely manner of such request and to cooperate with the Township should the Township attempt, at the Township's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the Township as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the Township's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The Township acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the Township personnel providing PM staff the assistance necessary to satisfy the Township responsibilities under the scope of services. This assistance includes availability and cooperation of those the Township personnel relevant to PM's procedures and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will endeavor to advise the Township in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

6. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. The Township agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
7. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. The Township acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
8. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The Township will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
9. **Hold Harmless and Indemnification** - As a condition of this engagement, the Township agrees to hold PM, and all of its partners and staff, harmless against any losses, claims, damages, or liabilities, to which PM may become subject in connection with services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of its partners or staff. This hold harmless includes the agreement to reimburse PM for any legal or other expenses incurred by PM, as incurred, in connection with investigating or

defending any such losses, claims, damages, or liabilities. This provision shall survive any termination of this engagement.

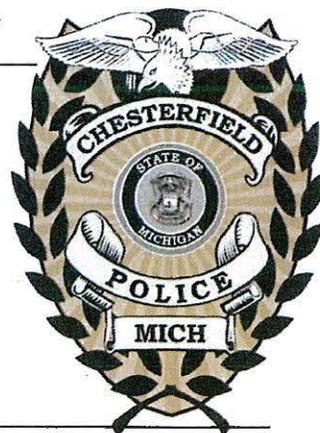
10. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. The Township understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the Township.
11. **Agreement Not to Influence** – The Township and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. The Township agrees that PM employees are not "contract for hire." PM may release the Township from these restrictions if the Township agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
12. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement – Consulting Services

Chesterfield Township Police Department

Memorandum

Agenda Item # J



To: Supervisor Michael E. Lovelock and Township Board Members
CC:
From: Chief Bradley A. Kersten
Date: May 27, 2015
Re: Information only for two possible grants

This memo is for informational purposes only, to advise you of two grants we will be applying for. The information comes forwarded from Supervisor Lovelock. The first grant is a COPS grant and involves the supplementing of hiring for new officers. The second grant is regarding the research and implementation of body cameras. It comes from the Department of Justice.

Respectfully Submitted,

A handwritten signature in black ink that reads "Bradley A. Kersten".

Bradley A. Kersten / Chief of Police

