

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

**July 6, 2015
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. 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 June 15, 2015 and the Special Board Meetings of June 17, and June 25, 2015.
 - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 5. REGULAR AGENDA:**
 - A)** Set a Public Hearing for July 20, 2015 at 7 p.m. to hear comments concerning the estimate of cost and expense of providing Police protection as determined by the Township Board and also on the distribution of the existing Special Assessment levy for said Police protection as approved by the voters in 1996.
 - B)** Approve introduction and first publication of Ordinance No. 149 amending the Charter Township of Chesterfield Animal Control Ordinance.
 - C)** Adopt a Michigan Liquor Control Commission Resolution, 2015-16, granting a request for a new Class C Liquor License for MJR Sterling Heights, LLC doing business as MJR Chesterfield located at 50675 Gratiot Ave., Chesterfield, Michigan 48051.

- D) The Planning Commission recommends approval of the revised PUD #2000-20 for Chesterfield Commons submitted by Flex Properties, LLC.
- E) Approve a request from the Police Honor Guard to acquire and operate a vending machine in the Police Department with profits to be used for Honor Guard expenses.
- F) Approve the Dispatch Services Agreement with the New Baltimore Police and Fire departments.

6. ADDENDUM (If Necessary)

7. CLOSED SESSION:

Pursuant to Section 8(e) of the Open Meetings Act, consultation with the Township attorney regarding pending litigation between the Charter Township of Chesterfield and Johns Family Limited Partnership, Macomb County Circuit Court Case No. 14-4359-NZ.

8. PUBLIC COMMENTS (Five-Minute Time Limits)

9. BOARD COMMENTS

10. ADJOURNMENT

NEXT REGULAR BOARD MEETING IS MONDAY, JULY 20, 2015 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY JULY 15, 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: July 2, 2015

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

June 15, 2015

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

Present: Clerk Berry, Treasurer Hartman
Trustees: Anderson, Bell, Joseph, DeMuyneck
Excused: Supervisor Lovelock
Also Present: Deputy Clerk Wurmlinger, Township Attorney Seibert

The Pledge of Allegiance was led by Trustee David Joseph

**PLEDGE OF
ALLEGIANCE**

Motion by Berry, supported by DeMuyneck to appoint Trustee Anderson as meeting chair.

**MOTION TO APPOINT
MEETING
CHAIR/APPROVED**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

Motion by Berry, supported by Joseph to: **4A)** Approve the Agenda as submitted. **4B)** Approve the Minutes of the Regular Board Meeting of June 1, 2015 and the June 8, 2015 Special Board Meeting. **4C)** Approve the Payment of Bills as submitted by the Finance Department.

**CONSENT AGENDA
/APPROVED**

Ayes: All

Nays: None

MOTION CARRIED

Motion by Hartman, supported by Bell to adopt Resolution 2015-16 establishing a policy and procedures for reimbursement to employees, appointees and elected officials for travel, meals, parking and mileage.

**MOTION TO ADOPT
RESOLUTION 2015-16
REGARDING TRAVEL
REIMBURSEMENT**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

/ADOPTED

Motion by Berry, supported by DeMuynck to approve Ordinance No. 148 amending the Charter Township of Chesterfield Offenses Against Public Peace. 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.

**MOTION TO APPROVE
ORD. 148 REGARDING
OFFENSES AGAINST
PUBLIC
PEACE/APPROVED**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

Motion by Berry, supported by Hartman to approve the new Freedom of Information Act (FOIA) Guidelines pursuant to Public Act 442 as amended and effective July 1, 2015.

**MOTION TO APPROVE
NEW FOIA
GUIDELINES
/APPROVED**

Ayes: All

Nays: None

MOTION CARRIED

Motion by DeMuynck, supported by Joseph to approve the new Freedom of Information Act (FOIA) Fee Schedule pursuant to Public Act 442 as amended and effective July 1, 2015.

**MOTION TO APPROVE
NEW FOIA FEE
SCHEDULE
/APPROVED**

Ayes: All

Nays: None

MOTION CARRIED

Approve a request to waive the pavilion rental fee at Brandenburg Park on Friday July 24 for JOAK American Homes company picnic.
No action taken.

**NO ACTION TAKEN
REGARDING WAIVER
OF FEES FOR JOAK
AMERICAN HOMES.**

Motion by DeMuynck, supported by Joseph to approve a request from the Police Department to increase the quoted cost of the server project by \$11,498.88.

**MOTION TO APPROVE
THE INCREASE IN
COST FOR THE
POLICE DEPT.
SERVER/APPROVED**

Ayes: All

Nays: None

MOTION CARRIED

Motion by Berry, supported by DeMuynck to approve a request from the Police Department to make a contingent offer of employment to an applicant for the Dispatch Division.

**MOTION TO APPROVE
AN OFFER OF
EMPLOYMENT FOR A
POLICE DEPT.
DISPATCHER
/APPROVED**

Ayes: All

Nays: None

MOTION CARRIED

Motion by Joseph, supported by Hartman to approve a request from the Police Department to renew the Net-Motion maintenance contract for three years, June 23, 2015 to June 22, 2018 at a total cost of \$5,016.87.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE THE RENEWAL OF THE NET-MOTION MAINTENANCE CONTRACT FOR THE POLICE DEPT. /APPROVED

Motion by DeMuyneck, supported by Bell to approve a request from the Police Department to purchase nine body armor vests from On Duty Gear at a total cost of \$5,760.00.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE THE PURCHASE OF BODY ARMOR FOR THE POLICE DEPT. /APPROVED

Motion by DeMuyneck, supported by Hartman to approve a request from the Building Department to seek Circuit Court Action to have the house and garage at 27470 21 Mile Rd. demolished.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE COURT ACTION TO HAVE A HOUSE AND GARAGE DEMOLISHED /APPROVED

Motion by Berry, supported by Bell to approve Supervisor Lovelock's recommendation to re-appoint Vikki Gray, Tracy Antrikin and Alan Christ to the Parks and Recreation Commission with their terms expiring June, 2018.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE RE-APPOINTMENT OF GRAY, ANTRIKIN AND CHRIST TO PARKS & RECREATION COMMISSION /APPROVED

Motion by Joseph, supported by DeMuyneck to approve a request from David Giglio of ABC Warehouse for a variance to an outdoor merchandising permit to erect a 20'x 40' tent in their parking lot.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE A TENT VARIANCE FOR ABC WAREHOUSE /APPROVED

Motion by Berry, supported by Joseph to approve a request from Alisa Zetterland of Dick's Sporting Goods for a variance to an outdoor merchandising permit to erect a 20'x 60' tent in their parking lot.

Ayes: All
Nays: None

MOTION CARRIED

MOTION TO APPROVE A TENT VARIANCE FOR DICK'S SPORTING GOODS /APPROVED

Motion by Berry, supported by Hartman to approve a request from Arteeza Enterprises Inc. to sell fireworks from June 23-July 4, 2015, 9:00am-9:00pm from a 20' x 40' tent located at 52050 Gratiot Rd.

**MOTION TO APPROVE
A TENT VARIANCE
FOR ARTEEZA
ENTERPRISES
INC./APPROVED**

Roll Call:

Ayes: Berry, Hartman, Joseph, Bell

Nays: DeMuyck, Anderson

MOTION CARRIED

Joe Miller addressed the Board.

PUBLIC COMMENTS

Motion by Berry, supported by Joseph to adjourn the meeting at 7:45pm.

ADJOURNMENT

Ayes: All

Nays: None

Cindy Berry, Clerk

Hank Anderson, Chairperson

**Proposed MINUTES OF THE SPECIAL BOARD MEETING
OF
THE CHARTER TOWNSHIP OF CHESTERFIELD**

June 17, 2015

The meeting was called to order by Supervisor Lovelock at 6:06 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, DeMuyneck, Joseph (6:11pm)
Also Present: Deputy Clerk Eric Wurmlinger, Township Attorney Robert Seibert, Deputy
Treasurer Ellen Clark and Building Official Gary DeMaster

Supervisor Lovelock introduced the item to be discussed and then turned the presentation over to Clerk Berry.

Clerk Berry gave a PowerPoint presentation on Records Management that included: **CURRENT RECORDS STORAGE STATUS**

- Definition and related State laws for public records.
- Purpose of records management.
- Current status of the township's records.
- Security issues for current records storage.
- Current estimated cost for record retrieval.
- Future of records management.
- Solutions to current problem; Digital Imaging and Electronic Records Management System.

Clerk Berry asked Building Official Gary DeMaster to speak to the need to convert files from their current status to a records management electronic system.

At this point Clerk Berry introduced Greg Colton, cofounder of Graphic Sciences. He gave an overview of the general process of scanning paper files and converting them to a digital format. He stated that he has been working with Clerk Berry for the last several months to identify and define each township department's (Police, Clerk's Supervisor, Accounting, Planning, Parks and Recreation, Assessing, DPW and Building) records collection. The total estimated cost is \$498,129.10. Bids were not solicited because Graphic Sciences is the State of Michigan approved qualified low bidder. Board members were given the opportunity to ask questions. **DOCUMENT IMAGING CONTRACTOR**

Clerk Berry stated that records conversion was the first step in record management and that once they were converted we then needed an Electronic Contents Management System. She outlined the bid project and the protocol she used to select the three lowest qualified companies. They were DSS, General Code, and FutureNet Group. Bid price from each vendor included three years of maintenance and staff training. Board members were given the opportunity to ask questions. **ELECTRONIC CONTENTS MANAGEMENT SYSTEM PRESENTATION**

Proposed Minutes of the Special Board Meeting of June 17, 2015

Clerk Berry also stated that after talking to our IT contractors additional server space may be needed. She estimated the hardware cost at \$5,000.00 to \$6,000.00. **ADDITIONAL COST**

Supervisor Lovelock stated that no action would be taken at this time on the two agenda items; **4A)** Approve a request from the Township Clerk to award the Document Imaging contract to the approved State Vendor Graphic Sciences. **4B)** Approve a request from the Township Clerk to award the Electronic Contents Management Program to the lowest qualified bidder. (Sealed bids were opened at the township offices at 10am June 15, 2015.) **REGULAR AGENDA ITEMS/NO ACTION TAKEN**

Motion by Lovelock, supported by DeMuynck to adjourn at 8:21 pm.
Ayes: Lovelock, DeMuynck, Anderson, Bell, Joseph, Hartman, Berry
Nays: None

ADJOURNMENT

MOTION CARRIED

Cindy Berry, Clerk

Michael Lovelock, Supervisor

**Proposed MINUTES OF THE SPECIAL BOARD MEETING
OF
THE CHARTER TOWNSHIP OF CHESTERFIELD**

June 25, 2015

The meeting was called to order by Supervisor Lovelock at 6:04pm in the Charter Township of Chesterfield Municipal Offices at 47275 Sugarbush, Chesterfield, MI 48047.

Present: Supervisor Lovelock, Clerk Berry, Treasurer Hartman

Trustees: DeMuyneck, Bell, Joseph, Anderson

Also Present: Deputy Clerk Wurmlinger, Finance Director Bauer, Police Chief Kersten

Supervisor Lovelock stated that the purpose of the meeting was to review the 2016 Police Department budget and allow board members to ask questions of Vicki Bauer or Chief Kersten. He reiterated that no action would be taken at this time. Mr. Lovelock reminded board members that 85% of police department revenue was tied to tax collections. **SUPERVISOR'S COMMENTS**

Ms. Bauer then asked board members to review the first packet of information. This information included a breakdown of revenue by percentage, expenditures by percentage and a linear graph of actual revenue collected from taxes from 2008 through projections for 2016. She stated that there was a precipitous decline from 2009 to 2013 and since then there has been slow increase. She also made available to the public the 2016 recommended budget, along with a detailed copy of past years' budgets, 2013, and a forecasted budget through 2018. **FINANCE DIRECTOR'S PRESENTATION**

Chief Kersten added that he has made cost recovery a priority and that he anticipates a substantial increase in revenue from this revenue source. The chief has also initiated the return of bicycle patrols to be used at special events and periodic neighborhood patrols at no additional cost to the department. **POLICE CHIEF COMMENTS**

Several board members complimented the chief on his initiatives and the overall budget. Clerk berry noted that in the future we may have to look at overall employee cost. **BOARD COMMENTS**

Motion by Lovelock, seconded by Berry to adjourn at 6:26pm.

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

Nays: None

ADJOURNMENT

MOTION CARRIED

Cindy Berry, Clerk

Michael Lovelock, Supervisor

RECEIVED
JUN 18 2015
BY: *Emm J [Signature]*

NOTICE OF PUBLIC HEARING

TO ALL OWNERS of or parties in interest in real property in the Charter Township of Chesterfield, Macomb County, Michigan:

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Chesterfield, Macomb County, Michigan, will hold a public hearing at the Township Offices located at 47275 Sugarbush Road on July 20th, 2015 at 7:00 o'clock P.M. to hear comments which may be offered concerning the estimate of costs and expense of providing police protection as determined by the Township Board and as to the spread of the existing special assessment levy for said police protection; as approved by the voters in 1996.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her protest by letter delivered to the Clerk by 4:00 o'clock P.M. on July 20th, 2015 and his or her personal appearance shall not be required. The property owner having an interest in the property subject to the proposed special assessment may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

"THIS IS NOT A TAX INCREASE"

THIS NOTICE IS GIVEN pursuant to the provisions of Act 33, Public Acts of 1951, as amended.

Agenda Item # 4

*Mailed to residents
6/29/15 and will
be in newspaper*

Agenda Item # *B*

**CHESTERFIELD TOWNSHIP
MACOMB COUNTY, MICHIGAN
ORDINANCE NO. 149
ANIMAL CONTROL ORDINANCE**

AN ORDINANCE AMENDING THE PROVISIONS OF THE CHESTERFIELD TOWNSHIP "ANIMALS" ORDINANCE, BEING ORDINANCE NO. 56, CHAPTER 10, ARTICLE I, AND PROVIDING AMENDATORY PROVISIONS TO REGULATE THE POSSESSION AND CONTROL OF DOMESTIC ANIMALS; TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY PREVENTING UNSANITARY CONDITIONS FROM OCCURRING; AND TO PROVIDE PENALTIES FOR VIOLATIONS HEREOF.

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

SECTION 1. SHORT TITLE

This Ordinance shall be known and cited as the Chesterfield Township Animal Control Ordinance.

SECTION 2. PURPOSE

The purpose of this Ordinance is to regulate the possession and control of domestic animals; to protect the public health, safety and welfare by preventing unsanitary conditions from occurring; and to provide penalties for violations hereof.

SECTION 3. ENABLING AUTHORITY.

This Ordinance is adopted pursuant to, and in accordance with MCL 287.261 et seq, MCL 287.266 et seq., and Public Act 246 of 1945 as amended.

SECTION 4. AMENDMENTS



Sections 10-1 through 10-5 of Article I, Chapter 10 of the Code of Ordinances (Ordinance 56), are hereby repealed in their entirety and are hereby replaced with the following amendatory provisions:

SECTION 5. DEFINITIONS

- Owner: Any person who (1) harbors or keeps a domestic animal; (2) has a right or property interest in any domestic animal; or (3) any person who shall permit any domestic animal to remain about any premises owned or occupied by him or her for a period of five (5) days shall be deemed to be the owner of such domestic animal for the purpose of this Ordinance.
- Custodian: A person who has charge of the domestic animal.
- Domestic Animal: An animal that has traditionally, through a long association with humans, lived in a state of dependence upon humans or under the dominion and control of humans and has been kept as a household pet, including but not limited to dogs, cats, hamsters, gerbils, ferrets, mice, rabbits, cockatiels, cockatoos, canaries, finches, parakeets, parrots, and tropical fish.

SECTION 6. DOG LICENSE REQUIRED

It shall be unlawful for any person to own, maintain, keep or harbor any dog within the corporate limits of the Township without first obtaining a license from Macomb County, as required by Public Act 339 or 1919, MCL 287.266 et seq., as amended.

SECTION 7. NOISE CONTROL

It shall be unlawful for any person to own, harbor or keep any domestic animal which shall cause annoyance or disturbance to persons by frequent or habitual barking, howling, yelping or habitual crying.

SECTION 8. LEASH REQUIREMENTS/ANIMALS AT LARGE PROHIBITED

All domestic animals shall be kept under restraint. It shall be unlawful for any person to cause or permit any domestic animal owned, kept, possessed or harbored by such person, under his or her control, to run at large or unattended, upon the public streets, walks, alleys, parks, public places within the Township, or upon the premises of another, without express permission of the owner or occupant of the private premises.

It shall be unlawful for any person to permit or cause to permit a domestic animal to leave, stray, roam or wander beyond the boundaries of the premises owned or occupied by its owner, unless that animal is under leash or other means of direct control by its owner or his agent.

SECTION 9. INJURY TO PROPERTY

It shall be unlawful for any person owning or possessing a domestic animal to permit a domestic animal to go upon private lands or premises without the permission of the owner of such premises and break, bruise, tear up, crush or injure any lawn, flower bed, plant shrub, tree or garden in any manner whatsoever.

SECTION 10. WASTE REMOVAL

It shall be unlawful for any person to permit any domestic animal owned or harbored by him/her to deposit fecal matter in any place other than the premises where the animal is harbored or kept, unless that fecal matter is immediately collected, removed and properly disposed of.

SECTION 11. CONFINEMENT

It shall be unlawful for any person owning, keeping, harboring, or having charge of any domestic animal to confine, keep, or harbor such animal in a structure, pen coop or yard, or otherwise, so as to create an unsanitary, unwholesome, malodorous, or obnoxious condition. Any structure, pen, or coop maintained for the purpose of confining, keeping, or harboring any domestic animal shall not be constructed nor maintained so as to be nearer than 15 feet to any property line.

All pens, yards or runs or other structures wherein any animal is kept shall be of such construction so as to be easily cleaned and kept in good repair.

Fences which are intended as enclosures for any animal shall be securely constructed, shall be adequate for the purpose, kept in good repair and shall not become unsightly.

SECTION 12. VICIOUS DOGS

No person shall own or harbor a vicious or dangerous dog, or an animal which has bitten any person, or an animal that has been bitten by an animal known to have been affected by rabies.

SECTION 13. MAXIMUM NUMBER OF DOGS AND CATS

It shall be unlawful for any person or persons to keep more than three (3) dogs or three (3) cats at any one time on a parcel of property, with the exception that a litter of pups or kittens, or a portion of that litter, may be kept for a period of time not exceeding

five months from birth, and with the exception of the provisions set forth in Section 14 regarding Kennels.

SECTION 14. KENNELS

Kennels are permitted only as set forth by the provisions in Article II of Chapter 10 and by the provisions the Chesterfield Township Zoning Ordinance, being Ordinance 76 of the Chesterfield Township Ordinances, as amended.

SECTION 15. FOOD AND SHELTER

It shall be unlawful for any person in charge of an animal to fail, refuse or neglect to provide such animal with food, potable water, shade or shelter, or to cruelly or unnecessarily expose any such animal in hot, stormy, cold or inclement weather, or to carry such animal in or upon any vehicle in a cruel or inhumane manner.

“Shade” shall mean protection from the direct rays of the sun during the months of June through September. “Shelter”, as it applies to domestic animals, shall mean a moisture-proof structure of suitable size to accommodate the domestic animal and allow retention of body heat, made of durable material with a solid floor raised at least two inches from the ground and with the entrance covered by a flexible, wind-proof material. Such structure shall be provided with a sufficient quantity of suitable bedding to provide insulation and protection against cold and dampness.

SECTION 16. CRUELTY TO ANIMALS

It shall be unlawful for any person to willfully or maliciously inflict unnecessary or

needless cruelty, torture, abuse, or cruelly beat, strike or abuse any animal, or by any act, omission or neglect, cause or inflict any unnecessary or unjustifiable pain, suffering or injury or death to any animal, whether such animal belongs to such person or to another, except that reasonable force may be employed to drive away vicious or trespassing animals. Any unwanted animals shall be delivered to the Humane Society for proper disposal or care.

SECTION 17. PENALTIES

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 (90) days, or both such fines and imprisonment.

SECTION 18. ENFORCEMENT

The Township Board hereby authorizes the Township code enforcement officer or his designee, the Chesterfield Township Police Department officers and their agents/assignees, and the Macomb County Animal Control officers and their agents/assignees to enforce or assist in the enforcement of this Ordinance and to issue citations under this Ordinance.

The Township may also sue in any court of competent jurisdiction for civil relief, including damages or injunctive relief, and may recover its fees, costs and expenses incurred from any person, partnership, firm, association or corporation who violates the Animal Control Ordinance.

SECTION 19. 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 20. 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 21. 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 22. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after the publication of a true copy or summary thereof as provided in Section 21.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/acc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

RECEIVED
 JUN 18 2015
 BY: *[Signature]* 9:27 AM

Local Government Approval
 (Authorized by MCL 4E671501)

**Resolution
 2015-17**

Agenda Item # C

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a **Regular** meeting of the **Chesterfield Township Board** council/board
 (regu far or special) (township, city, village)

called to order by _____ on **July 6, 2015** at **7PM**
 the following resolution was offered: (date) (time)

Moved by _____ and supported by _____
 that the application from MJR Sterling Heights License, LLC
 (name of applicant)

for the following license(s): New Class C liquor license

to be located at 50675 Gratiot, Chesterfield Township

and the following permit, if applied for:
 Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
 (recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____ (township, city, village)
 (regular or special) (date)

Name and title of authorized clerk (please print): _____

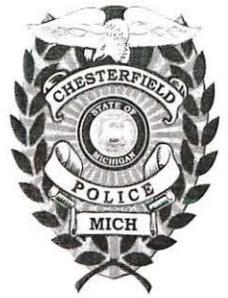
Signature of authorized clerk and date: _____

Phone number and e-mail of authorized officer: _____

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

CHESTERFIELD TOWNSHIP POLICE DEPARTMENT

46525 Continental Drive • Chesterfield • MI • 48047
Phone: 586-949-2112 • Fax: 586-948-1622
www.chesterfieldpolice.org



June 22, 2015

Michael E. Lovelock, Supervisor
Charter Township of Chesterfield
47275 Sugarbush Road
Chesterfield Township, Michigan 49047

RE: MJR Group, Inc.
(dba) Chesterfield Crossings Cinema 16
50675 Gratiot Avenue
Chesterfield Twp., MI 48051

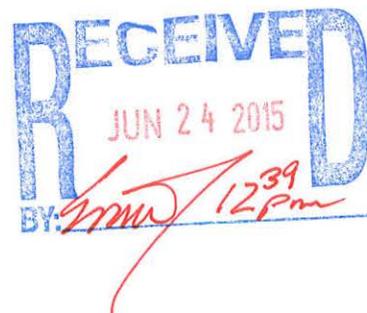
The Michigan Liquor Control Commission (MLCC) Class C Liquor License Application for the MJR Theaters has been investigated (CHTP Case #2015-08888) and is being forwarded for consideration by the Township Board with a positive recommendation. The MJR is an established family entertainment business with an unblemished record. Its corporate owners have determined that after 20+ years of usage the facility needs to be upgraded. They plan to invest two million dollars to refurbish the auditoriums with plush reclining seats and to reduce the total number seats from over 3000 to less than 1400, thereby making it much more comfortable. This is the way that cinemas are remaining viable in the digital age of home entertainment systems. The existing location is suitable for this service, located between two other licensed establishments; Hamlin Pub and Texas Road House.

MJR feels the necessity to offer alcoholic beverage service to help draw adult movie goers which is the trend amongst their competitors. The MJR and its continued operation is a benefit to the community. Based upon their proven history of responsible service and their incident free implementation of alcohol service to some of their other theaters, it would be prudent to allow this request for a Class C License.

Since there are so many minors and children that frequent the theater and we don't want them to be adversely affected. The police department will conduct pertinent checks to ensure that the MJR and its staff and patrons are in compliance with MLCC regulations and Township ordinances.

I remain available to respond to your questions or concerns.


Bradley A. Kersten
Chief of Police





Agenda Item # D

June 29, 2015

Charter Township of Chesterfield Board
47275 Sugarbush
Chesterfield Township, MI., 48047

Dear Board Members:

The Charter Township of Chesterfield Planning Commission, at their regularly scheduled meeting held on June 23, 2015, reviewed the revised PUD #2000-20 for Chesterfield Commons submitted by Flex Properties located north of 23 Mile Road on the West side of Chesterfield Road.

The Planning Commission would like to recommend approval of the revised PUD #200-20 to change 24 attached condo units to 17 single units.

If you have any questions or concerns, please feel free to contact us at your convenience.

Sincerely,

Paul Miller
Charter Township of Chesterfield
Planning Commission Chairman





Community Planning & Management, P.C.
Planning Communities Since 1973

June 23, 2015

Charter Township of Chesterfield Planning Commission
47275 Sugarbush Road
Chesterfield Township, MI 48047

**Re: Chesterfield Commons
PUD #2000-20**

Dear Commission Members:

The applicant is requesting an amendment to a previously approved PUD. They are removing 24 attached condominium units and replacing them with 17 detached units for a new total of 72 units.

We have no objections to this approval.

Respectfully,

COMMUNITY PLANNING & MANAGEMENT, P.C.

Patrick S. Meagher, AICP
Planning Consultant



- A. **PUD #2000-20: Chesterfield Commons Final Review, Flex Properties L.L.C., 48455 Diana Court, Shelby Township, MI 48315. Proposed review and Amendment to Chesterfield Commons PUD Public Hearing set on 5-25-15.**

Motion by Mr. Miller to open the Public Hearing on Amendment to PUD #2000-20

Supported by Mr. Alexie

Ayes: All

Nays: None

Motion Carried

Pete DiNoto, 48455 Diana Court, Shelby Township, MI 48315 addressed the board.

Mr. LaBelle stated that he gave the applicant a copy of the AEW report.

Applicant stated that he had seen the report and will have their engineer add some dimensions to the plans and resubmit them for approval. He mentioned that the Township attorney approved the paperwork back in May, they added some things that they missed and then resubmitted the paperwork. He is not exactly sure what AEW needs or why they are making attorney comments.

Mr. Meagher asked if the Commission approves the PUD subject to those comments is that something the applicant can work with Mr. Siebert to address?

Applicant replied absolutely. He knew that Mr. Siebert approved it at the previous review and he was not sure why AEW was making attorney comments. He stated that he does not know how to pacify an engineer who is making attorney comments. He mentioned that they had an issue with the setbacks so he talked to Gary in the Building Department and they addressed the problem and it was acceptable to them and AEW was also okay with it. He stated that the only other thing they had was that for some reason AEW does not like side entrance garages, but they have some large lots in there and some people requested side entrance garages. At this point they have been paying AEW \$300 to review it and he does not have a problem with that but he thought it was something the Building Department could do. The problem is that AEW sits on the plans for 4 to 5 weeks or they give him stupid comments about grade slopes and things. He just did three plot plans last week for something that is not even mentioned in the ordinances because AEW told him they wanted less than a 5% grade slope on a driveway. In his opinion, they are wasting his time and the Township's time....

Mr. Meagher stated that this amendment should do it. He thought AEW just wanted to clarify which one would be in effect 5/15 or 5/20.

Applicant replied that he understood that. He commented that even the original plans had side entrance garages and as long as there isn't an issue with grading and if the lot is big enough it should not be an issue. He thought it should not be necessary for AEW to get involved when the Building Department would be able to deal with the issue.

There were no Public Comments.

Motion by Mr. Miller to close the Public Hearing

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

Mr. LaBelle asked since the applicant has agreed to comply with AEW's comments is there any way if agreed the Commission could vote on the PUD tonight and waive the two week process?

Mr. DeMuynck asked if they should proceed without AEW's approval before they make a decision?

Mr. Meagher replied that he spoke to the engineers prior to the meeting and they were comfortable as long as the approval was subject to their modified plans being submitted to meet these standards.

Mr. Miller asked the Recording Secretary to poll the board members.

Mr. Miller stated that he would like to vote on the issue tonight.

Mr. LaBelle replied tonight

Mr. Stabile stated tonight

Mr. DeMuynck replied tonight

Mr. Leonard stated tonight

Mr. Saelens replied tonight

Mr. Moran answered tonight

Mr. Alexie replied tonight

Motion by Mr. LaBelle to approve PUD #2000-20 subject to the applicant complying with AEW's comments and continuing to work with AEW.

Supported by Mr. Alexie

Ayes: All

Nays: None

Motion Carried

Applicant asked if this was final or does the PUD now go in front of the Township board for approval?

Mr. Meagher replied that he thought the PUD would still have to be approved by the Township Board.

6. **REVIEWS:**

- A. **PUD SITE PLAN #2015-09: MJC Chesterfield, 46600 Romeo Plank, Suite #5, MacombTwp., MI 48044. Amendment to Northpointe Condos to widen garages on each side to allow homeowners a 2 car garage. Tabled on May 12, 2015.**

Mr. LaBelle stated that this was tabled on May 12, 2015 because the Commission requested that the applicant supply them with more information such as elevations. He explained that the applicant still has not come in and submitted the paperwork. Therefore, he stated, one last time he would make a motion to table the review for up to six weeks to give them enough time make the adjustments and supply them with the needed information.

Mr. Miller asked if anyone came in representing them?

Mr. Meagher stated that John Monte came to preplanning and he thought they had already submitted the information.

Motion by Mr. LaBelle to Table PUD Site Plan #2015-09 for up to six weeks.

Supported by Mr. Saelens

Ayes: All

Nays: None

Motion Carried

Chesterfield Township Police Department



Memorandum

Agenda Item # *E*

To: Chief Kersten
From: Ofc. Kirkley #11
Date: June 24, 2015
Re: The Honor Guard is requesting permission to take over the dept. vending machine.

Chief Kersten:

The Honor Guard is currently exploring ways to raise money for uniforms and other equipment needed to carry out our mission. One of the ways that we have discussed is to buy and stock our own vending machine here in the department and using the profits from the machine to raise the aforementioned funds.

Our plan would be to purchase our own machine and stock it using Honor Guard funds. We understand that any and all costs for the machine, to include upkeep and maintenance, would fall solely on the Honor Guard and we accept that responsibility.

I have spoken to Supervisor Lovelock about this idea and he stated that he would be happy to look into the idea with the Township personnel that have interest in this matter. Supervisor Lovelock expressed his concern about the accountability of funds that are taken in by the machine and how the Township could keep track of this. I fully understand and agree with his concerns and would like to assure you and him that the Honor Guard is a completely transparent organization. We would have no issue with providing any type of periodic report; be it monthly, quarterly, or semi-annually to show that we are accounting for all funds taken in or paid out.

Should either you or anyone at the Township have questions regarding this matter, or any matter concerning The Chesterfield Township Police Honor Guard, please feel free to contact any of the persons listed below. Thank you for your time and we look forward to representing the police department in the future.

Respectfully Submitted,

Robert Kirkley
The Chesterfield Twp Police Honor Guard

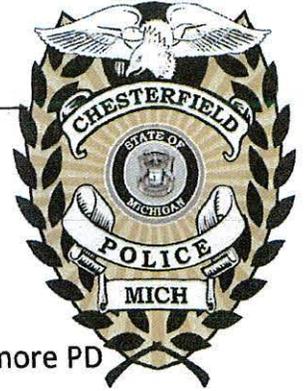
Sgt. Clint Bowerson

Sgt. Bill Gray



*Forwarded to Supervisor Lovelock
for APPROVAL (B)
6/25/15*

Chesterfield Township Police Department



TOWNSHIP BOARD MEETING AGENDA 2015

FROM: Chief Bradley A. Kersten

SUBJECT: Approval of final draft of dispatch agreement for the New Baltimore PD

Agenda Item # F

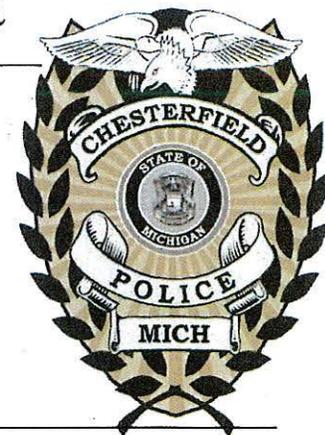
CHESTERFIELD TOWNSHIP BOARD OFFICIALS
Michael Lovelock Cindy Berry Linda Hartman Henry Anderson Christine Bell Brian DeMuyneck David Joseph

MEETING DATE
July 6, 2015

COST	N/A
BUDGET CODE	207-338-705.001
Presenting for approval of the final draft of the dispatcher agreement, from the New Baltimore Police Department.	

RECEIVED
JUN 30 2015
BY: *[Signature]* 1:29 PM

Chesterfield Township Police Department



Memorandum

To: Supervisor Michael E. Lovelock and Township Board Members
CC:
From: Chief Bradley A. Kersten
Date: June 30, 2015
Re: Final New Baltimore Dispatch Agreement

Dear Board Members,

Submitted for your approval, is the attached final draft of the dispatch contract outlining our dispatching services for the city of New Baltimore Police and Fire Department. As you know, our township has been providing dispatching services to the city of New Baltimore for over 10 years. The relationship between our public safety services over these years has been a strong asset to both communities on countless occasions. In 2010, this cooperative arrangement, evolved into both public safety services sharing important data through our Records Management system and Computer Aided dispatching abilities. This relationship has continued to expand and it was with this progression that both municipalities agreed to continue our relationship. Unfortunately, the operation of the 911 dispatch center must function with a cost effective approach in the coming years. It's with this in mind that the cost of services provided to the City of New Baltimore has been reviewed and recalculated to reflect a more realistic view of the services provided to them.

A meeting between the City of New Baltimore officials, Mr. Lovelock and myself took place and the discussions resulted in the attached dispatch agreement drafted with the assistance of the township's attorney. As the agreement reflects, it is a multiyear agreement with cost specific charges for the contracts term. The prior contracts had been used as a template for this agreement, which also includes minor administrative reviews by both municipalities.

If you have any questions about this agreement please feel free to contact me at any time.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Bradley A. Kersten".

Bradley A. Kersten / Chief of Police

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT made this ____ day of _____, 2015, by and between the Charter Township of Chesterfield ("Township"), a Michigan municipal corporation, whose offices are located at 47275 Sugarbush Road, Chesterfield, Michigan 48047, and the City of New Baltimore ("City"), a Michigan municipal corporation, whose offices are located at 36535 Green Street, New Baltimore, Michigan 48047.

WHEREAS, the Township provides police, fire and emergency dispatch services to residents and businesses within the Township; and

WHEREAS, the City provides police and fire services to residents and businesses located within the City; and

WHEREAS, the Township has provided dispatch services to the City for police, fire and emergency services since ____; and

WHEREAS, the Township and City are desirous of entering into an Agreement ("Agreement") pursuant to the terms of which the Township will continue to provide fire, police and emergency dispatch services to City residents and businesses.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Township and City agree as follows:

1. **Scope of Service.** The Township shall provide to the City dispatch services for all City police, fire, emergency medical service and 911 responses for the term of this Agreement. The Township's services shall include the following:

- a) Towing dispatch
- b) Monitoring all responses and telephone communications through the duration of the dispatch call.
- c) Dispatching all City police and fire personnel as necessary.
- d) Dispatching Medstar and/or any other approved emergency medical service provider.
- e) Providing L.E.I.N. services.
- f) Contacting public utility companies, as needed or requested.

- g) Providing the City with access to the Township's Records Management System (RMS) and records sharing software.
- h) Providing computer-aided dispatch to City emergency responders and relevant dispatch information related to the calls.

2. **Term.** This Agreement shall remain in full force and effect for a period of three (3) years commencing July 1, 2015 and terminating on June 30, 2018. Ninety (90) days prior to the termination of this Agreement, the parties shall meet to discuss a renewal of the Agreement for a time period and upon such terms as the parties may agree.

3. **Compensation.** The City shall pay to Township annual compensation in accordance with the following schedule:

<u>Years</u>	<u>Amount</u>
07/01/2015 - 06/30/2016	\$185,000
07/01/2016 - 06/30/2017	\$200,000
07/01/2017 - 06/30/2018	\$200,000

4. **Hold Harmless and Indemnification.** The Township shall indemnify and hold the City, its officers, agents, employees and contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of the Township, its officers, agents, employees and contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the Township's performance of this Agreement. The Township shall defend at its expense, the City, its officers, agents, employees and contractors in any legal action or claim of any kind based upon such alleged acts or omissions. The Township shall name the City as an additional named insured on its liability policies that apply to the operations of the Township's Police and Fire Departments indicating that such insurance shall be deemed primary.

The City shall indemnify and hold the Township, its officers, agents, employees and contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of the City, its officers, agents, employees and contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of any and all services that are dispatched by the Township. The City shall defend at its expense, the Township, its officers, agents, employees and contractors in any legal action or claim of any kind based upon such alleged acts or omissions. The City shall name the Township as an additional named insured on its liability policies that apply

to the operations of the City's Police and Fire Departments indicating that such insurance shall be deemed primary.

5. **Review of Service.** Representatives of the Township and City shall meet quarterly to review the services rendered by the Township to the City under the terms of this Agreement. The City and its employees shall be required to adhere to all policies and procedures implemented by the Township in performance of this Agreement.

6. **No Employment Relationship.** The terms and provisions of this Agreement create no employment relationship between any individuals conducting dispatch operations for the Township and the City. All individuals performing dispatch services for the Township shall be considered to be employees of the Township.

7. **Termination.** This Agreement may be terminated by either party for any reason upon written notice served by the terminating party on the other party within ninety (90) days prior to termination. In the event of such termination, the parties shall continue to perform in accordance with all of the terms and conditions of this Agreement until the effective date of termination.

8. **Remedies.** In the event of a default by either party, the non-defaulting party shall be entitled to pursue all remedies provided by law.

9. **Complete Agreement.** This Agreement contains the complete representations between the parties. Both parties warrant and represent that there are no inducements or promises made with regard to this Agreement, other than those that are expressed herein. This Agreement may only be modified or amended by written agreement approved by the City and Township. Any prior agreements or understandings upon matters addressed in this Agreement are rescinded, revoked, or terminated.

10. **Choice of Law.** Any dispute arising under the terms of this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. **Severability.** In the event any part of this Agreement shall be held to be unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect.

12. **Waiver Provision.** Failure of any party to complain of any act or omission on the part of any other party shall not be deemed to be a waiver by such party of any of its rights under the terms of this Agreement. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of the breach of any other provision of this Agreement or a consent to

any subsequent breach of the same or any other provision under the terms of this Agreement.

13. **Assignment.** This Agreement may not be assigned by either without the prior written consent of the other party.

14. **Notices.** For purposes of this Agreement, all notices shall be deemed duly given upon personal delivery and by certified or registered mail, return receipt requested to the following:

If to Township:
Township Supervisor and
Township Clerk
Chesterfield Township Offices
47275 Sugarbush Road,
Chesterfield, Michigan 48047

If to City:

With a copy to:
Robert J. Seibert
Township Attorney
Seibert and Dloski, PLLC
19500 Hall Road, Suite 101
Clinton Township Michigan 48038

With a copy to:

CITY OF NEW BALTIMORE
a Michigan municipal corporation

CHARTER TOWNSHIP OF CHESTERFIELD
a Michigan municipal corporation

By: _____
John Dupray
Its: Mayor

By: _____
Michael E. Lovelock
Its: Supervisor

By: _____
Cindy Berry
Its: Clerk