

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

**August 3, 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 July 20, 2015.
 - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 5. PUBLIC HEARING:**
 - A)** To hear comments concerning a request from CTC Development Group, LLC to amend an Industrial Development District (IDD) located east of I-94 and between Rosso Highway and 21 Mile Rd.
 - B)** To hear comments on an application for an Industrial Facilities Exemption Certificate (IFEC) for real property submitted by Emhart Teknologies LLC located at 49201 Gratiot Avenue, Chesterfield Township.
- 6. REGULAR AGENDA:**
 - A)** Adopt Resolution 2015-18 amending an Industrial Development District (IDD) for, CTC Development Group, LLC, located east of I-94 and between Rosso Highway and 21 Mile Rd.
 - B)** Approve an application for an Industrial Facilities Exemption Certificate (IFEC) for real property submitted by Emhart Teknologies LLC located at 49201 Gratiot Avenue, Chesterfield Township.

- C) Adopt Resolution #2015-20 in support of the Macomb Area Communities for Regional Opportunity Task Force (MACRO) and designate Supervisor Lovelock as the Township Board's representative.
- D) Approve Supervisor's recommendation to re-appoint Marlene Herzog and appoint Anne Corona to the Beautification & Tree Board Committee with a term expiring July 2019 and July 2018, respectively.
- E) Approve a Concessionaire Agreement between the Charter Township of Chesterfield and Hamlin Pub to provide food and beverages during the 2015 Arts and Music Festival.
- F) Approve for introduction and first publication an Ordinance amending the Charter Township Code of Ordinances, Chapter 73 (Zoning), Article IX, to amend subsection 76-331(c) to regulate central air conditioning units and permanent stand-by generators.
- G) Approve a memorandum of understanding between the Charter Township of Chesterfield Police Department and the FBI Task Force-Violent Crimes.
- H) Approve a Chesterfield Police Department Cell Phone Policy.
- I) Authorize the planning commission to initiate amending the Township zoning ordinance regarding the location and regulation of yard clipping composting facilities.
- J) Authorize the planning commission to commence the rezoning process from A1 to M1 for the property on the east side of Bates and 26 Mile road, south to the railroad tracks.

7. ADDENDUM (If Necessary)

8. PUBLIC COMMENTS (Five-Minute Time Limits)

9. BOARD COMMENTS

10. ADJOURNMENT

NEXT REGULAR BOARD MEETING IS MONDAY, AUGUST 17, 2015 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY AUGUST 12, 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 30, 2015

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

July 20, 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, DeMuyunck, Joseph

Also Present: Deputy Clerk Wurmlinger, Township Attorney Anderson

The Pledge of Allegiance was led by Officer McNair and his children. **PLEDGE OF ALLEGIANCE**

Introduction and administration of the Oath of Office to Officer Brian McNair, promoted to Police Department Patrol Sergeant. **OATH OF OFFICE TO SERGEANT MCNAIR**

Lt. Gary Megge of the Michigan State Police Traffic Survey Department presented to the Board the methodology used to set speed limits. **STATE POLICE PRESENTATION ON SPEED LIMITS**

Motion by DeMuyunck, supported by Anderson to: **5A)** Approve the Agenda as submitted. **5B)** Approve the minutes of the Regular Board Meeting of July 6, 2015. **4C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

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

Nays: None **MOTION CARRIED**

Motion by Berry, supported by Lovelock to open the Public Hearing at 7:55pm, to hear comments concerning the estimate of cost and expense of providing Police protection, as determined by the Township Board and on the distribution of the existing Special Assessment Levy for said Police protection, as approved by the voters in 1996. **MOTION TO OPEN THE PUBLIC HEARING CONCERNING THE SPECIAL ASSESSMENT LEVY FOR POLICE PROTECTION/ APPROVED**

Roll Call Vote:

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

Nays: None **MOTION CARRIED**

Lou Nigro and Paul Lafata addressed the board.

Clerk Berry also stated that letters appealing the special assessment

were received and read them into the record:

Please accept this as my official letter of protest concerning the cost and expense of providing police services by the Chesterfield Twp. Board. As required and stated in Michigan Public Act 33 of 1951 as amended is necessary to protect my right to further appeal to the Michigan Tax Tribunal.

*Paul Lafata
48055 Mallard Drive
Chesterfield, MI 48047*

I am filing this objection letter pursuant to notice by July 20, 2015 of the existing special assessment for police protection approved by the voters in 1996.

*The objection is for:
46860 Jans Dr., 46877 Jans Dr., 09-29-354-007 21 Mile Rd. Vacant Land, 09-29-354-008 21 Mile Rd. Vacant Land, 09-29-354-009 27555 21 Mile Rd., 09-29-354-011 21 Mile Rd. Vacant Land, 09-29-376-008 21 Mile Rd. Vacant Land, 09-29-376-003 21 Mile Rd. Vacant Land.*

Please keep this notice on file for each property to preserve the rights to appeal further property tax assessments.

*Regards,
Michele Mattera*

Motion by Lovelock, supported by DeMuyneck to close the Public Hearing at 8:06pm.

MOTION TO CLOSE PUBLIC HEARING

Roll Call Vote:

Ayes: Lovelock, DeMuyneck, Anderson, Joseph, Bell, Hartman, Berry
Nays: None

MOTION CARRIED

Motion by Lovelock, supported by Berry to adopt the 2016 Police Department budget.

MOTION TO APPROVE POLICE BUDGET /APPROVED

Roll Call Vote:

Ayes: Lovelock, Berry, Anderson, Joseph, DeMuyneck, Bell, Hartman
Nays: None

MOTION CARRIED

Motion by Lovelock, supported by Berry to approve a request from the Township Clerk to award the Electronic Contents Management Program to the lowest qualified bidder, General Code, for a total cost not to exceed \$68,898 for the rest of the year.

MOTION TO APPROVE PURCHASE OF ELECTRONIC CONTENTS MANAGEMENT PROGRAM /APPROVED

Roll Call Vote:

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

MOTION CARRIED

Motion by DeMuynck, supported by Lovelock to set a Public Hearing for August 3, 2015 at 7pm to hear comments on a request from CTC Development Group, LLC to amend an Industrial Development District (IDD) located east of I-94 between Rosso Highway and 21 Mile Rd.
 Roll Call Vote:
 Ayes: DeMuynck, Lovelock, Anderson, Joseph, Bell, Hartman, Berry
 Nays: None

**MOTION TO APPROVE
 SETTING A PUBLIC
 HEARING FOR AN IDD
 FOR CTC
 DEVELOPMENT
 /APPROVED**

MOTION CARRIED

Motion by Lovelock, supported by Berry to set a Public Hearing for August 3, 2015 at 7pm to hear comments on an application for an Industrial Facilities Exemption Certificate (IFEC) for real property submitted by Emhart Teknologies LLC located at 49201 Gratiot Avenue, Chesterfield Township.
 Roll Call Vote:
 Ayes: Lovelock, Berry, Anderson, Joseph, DeMuynck, Bell, Hartman
 Nays: None

**MOTION TO APPROVE
 SETTING A PUBLIC
 HEARING FOR AN
 IFEC FOR EMHART
 TEKNOLOGIES
 /APPROVED**

MOTION CARRIED

Motion by Lovelock, supported by Joseph to approve a request by Supervisor Lovelock to replace exterior lighting at Pollard Park, Brandenburg Park and the Township offices. The low bidder is Hunter Electric at a total cost of \$85,322.00.
 Roll Call Vote:
 Ayes: Lovelock, Joseph, Anderson, DeMuynck, Bell, Hartman, Berry
 Nays: None

**MOTION TO APPROVE
 THE REPLACEMENT
 OF EXTERIOR
 LIGHTING AT THE
 TOWNSHIP OFFICES,
 AND POLLARD AND
 BRANDENBURG
 PARKS/APPROVED**

MOTION CARRIED

Motion by DeMuynck, supported by Hartman to approve the recommendation of AEW and award the Chesterfield/25 Mile Rds. Water Main Project to the qualified low bidder, ADJ Excavating, Inc., for a total cost of \$1,476,449.71.
 Roll Call Vote:
 Ayes: DeMuynck, Hartman, Anderson, Joseph, Bell, Lovelock, Berry
 Nays: None

**MOTION TO APPROVE
 CHESTERFIELD/25
 MILE RDS. WATER
 MAIN PROJECT
 /APPROVED**

MOTION CARRIED

Motion by Lovelock, supported by Joseph to postpone to the August 17, 2015 Regular boarding meeting approval of Ordinance No. 149 amending the Charter Township of Chesterfield Animal Control Ordinance and appointing Trustee Joseph liaison to the township attorney to address changes.
 Roll Call Vote:
 Ayes: DeMuynck, Hartman, Anderson, Joseph, Bell, Lovelock, Berry
 Nays: None

**MOTION TO
 POSTPONE TO
 AUGUST 17, 2015
 APPROVAL OF
 ORDINACE 149 THE
 ANIMAL CONTROL
 ORDINANCE
 /APPROVED**

MOTION CARRIED

Paul Lafata addressed the board during public comment.

PUBLIC COMMENT

Motion by Lovelock, supported by DeMuyne to adjourn the meeting at 8:59pm.

ADJOURNMENT

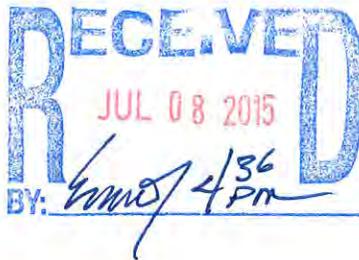
Ayes: All

Nays: None

MOTION CARRIED

Cindy Berry, Clerk

Michael Lovelock, Supervisor



**RESOLUTION
2015-18**

Minutes of a Regular meeting of the Township Board of the Township of Chesterfield, County of Macomb, Michigan, held in the Township Hall in said Township on August 3, 2015, at 7:00 o'clock P.M. Day Light Savings Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member ____ and supported by Member _ .

WHEREAS, pursuant to Section 4 (2) of Act 198, Public Acts of 1974, as amended, the Township Board of the Charter Township of Chesterfield has elected to initiate the establishment of an Industrial Development District consisting of all lands within what is known as CHESTERFIELD TOWN CENTER; and

WHEREAS, the Township of Chesterfield is a local government unit which levies ad valorem taxes levied by other taxing authorities which levy taxes within the Township of Chesterfield, equals or exceeds Thirty (\$30.00) Dollars for each One Thousand (\$1,000.00) Dollars of State Equalized Valuation, and thus qualifies as a local governmental unit empowered to establish an Industrial Development District pursuant to Act 198, supra; and,

WHEREAS, the Township Board established August 3, 2015, at 7:00 o'clock as the date and time and the Township Offices located at 47275 Sugarbush Road, as the place for the holding of a public hearing on the question of whether an Industrial Development District should be established as initiated by the Township Board; and

WHEREAS, the Township Board has given written notice of said hearing by certified mail to the owners of all real property within the proposed Industrial Development District, and has caused a notice of said

hearing to be published July 29, 2015 in the Bay Voice, a newspaper of general circulation within the Township of Chesterfield; and

WHEREAS, the Township Board has heard the comments of the owners of said land and other residents who have elected to communicate with the Township Board concerning the creation of an Industrial Development District as herein contemplated.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF CHESTERFIELD, MACOMB COUNTY, MICHIGAN;

1. That the Township Board hereby deems the establishment of an Industrial Development District within the boundaries of the CTC Development Group to be beneficial to the residents of the Township of Chesterfield; that further, said District will result in increase in state equalized valuation of the Township of Chesterfield;
2. That an Industrial Development District is hereby established pursuant to the provisions of Act 198, Public Acts of 1974, as amended, the boundaries of said district being solely confined The exact legal description of said proposed district is as follows:

LEGAL DESCRIPTION

Parcel ID	09-31-226-007 (North Part of "Parcel 4")
Legal Description	T3N,R14E,SEC 32, COMM AT NW COR SEC 32, TH N88°17'21"E 381.20 FT, TH S02°25'07"W 981.25 FT TO POB, TH 283.45 FT ALG A CURVE TO NE, R=550, CB N40°14'20"E 285.43 FT, TH S02°25'07"W 573.15 FT, TH S02°28'46"W 623.69 FT, TH S87°56'57"W 837.69 FT, TH S12°52'18"W 60.08 FT, TH N80°47'53"W 326.24 FT, TH N76°35'50"W 203.87 FT, TH 183.44 FT ALG A CURVE TO NE, R=957, CB N21°17'22"E 183.16 TH N26°46'50"E 464.34 FT, TH 508.35 FT ALG A CURVE TO NE, R=957, CB N41°59'53"E 502.39 FT, TH N57°12'57"E 663.0 FT, TH S32°47'03"E 121.20 FT, TH 51.65 FT ALG A CURVE TO SE, R=54, CB S60°10'58" E 49.70 FT, TH S87°34'53"E 144.18 FT TO POB; 30.24 AC

Parcel ID	09-31-476-003 ("Parcel 1" and "Parcel 2")
Legal Description	T3N,R14E, SEC 31 & 32, EDSEL FORD-ROSSO SUB (L38,P13) PART OF LOTS 1 THRU 7; TOGETHER DESC AS, COMM AT NW COR SD SEC 32; TH N88°17'21"E 280.99 FT, TH S02°25'07"W 94.80 FT TO POB; TH N87°10'38"E 30.13 FT, TH S02°25'07"W 276.14 FT, TH 430.38 FT ALG A CURVE TO SW, R-450, CB S29°49'02"W 414.16 FT, TH S57°12'57"W 745.19 FT, TH 554.03 FT ALG A CURVE TO SW R-1043, CB S41°58'53"W 547.54, TH S26°46'50"W 464.34 FT, TH 514.39 FT ALG A CURVE TO SW, R-1043, CB S12°39'07"W 509.19 FT, TH S01°28'36"E 1379.10 FT, TH 182.58 FT ALG A CURVE TO SW, R-707, CB S05°55'17"W 182.07 FT, TH S13°19'10"W 182.35 FT, TH 532.40 FT ALG A CURVE TO SW, R-2000, CB S05°41'37"W 530.83 FT, TH S01°55'57"E 568.72 FT, TH S88°04'03"W 946.70 FT, TH N46°55'58"W 127.28 FT, TH N01°55'58"W 279.57 FT, TH N14°48'47"W 631.95 FT, TH N08°05'53"E 603.0 FT, TH N24°12'26"E 1050.56 FT, TH N87°58'57"E 102.65 FT, TH N01°43'12"W 211.26 FT, TH N24°11'37"E 911.13 FT, TH N26°06'47"E 500.35 FT, TH 689.29 FT ALG A CURVE TO NE R-1127.16, CB N43°37'54"E 678.60, TH N61°09'03"E 413.65 FT, TH 454.14 FT ALG A CURVE TO NE, R-414, CB N29°43'32"E 431.71 FT, TH N01°41'59"W 6.64 FT, TH 433.39 FT ALG A CURVE TO NE, R-966.74, CB N74°20'03"E 429.77, TH N87°10'38"E 106.30 FT TO POB; 98.96 AC Split & COMB FR 009-031-226-003, 276-004, 402-004, 402-005, 426-006, 451-009, 011, 013, 015, 017, 019, 021 FOR 2009

Parcel ID	09-31-476-004 ("Parcel 3")
Legal Description	T3N,R14E,SEC 31; COMM AT SE COR SEC 31; TH S88°13'38"W 901.21 FT, TH N01°43'22"W 169.17 FT TO POB; TH N83°30'14"W 26.61 FT, TH S88°04'03"W 373.71 FT, TH N01°55'57"W 608.55 FT, TH 532.40 FT ALG A CURVE TO NE, R-2000, CB N05°41'37"E 530.83 FT, TH N13°19'10"E 117.61 FT, TH 204.79 FT ALG A CURVE TO NE, R-793, CB N05°55'17"E 204.22 FT, TH N01°28'36"W 1379.10 FT, TH 208.52 FT ALG A CURVE TO NE, R-957, CB N04°45'55"E 208.10 FT, TH S76°35'50"E 206.81 FT, TH S80°47'53"E 263.18 FT, TH S32°21'27"E 85.55 FT, TH S12°52'18"W 343.13 FT, TH S01°28'36"E 1241.25 FT, TH N88°39'44"W 93.08 FT, TH S01°23'16"W 1295.34 FT TO POB; 29.91 AC SPLIT & COMB FR 09-31-402-005 & 09-31-426-006 FOR 2009

Parcel ID	09-31-276-005 (South Part of "Parcel 4")
Legal Description	T3N, R14E, SEC 31 & 32; BEG AT E 1/4 OF SEC 31 & W 1/4 OF SEC 32; TH S87°55'57"W 752.55 FT, TH N12°52'18"E 343.13 FT, TH N32°21'27"W 85.55 FT, TH N80°47'53"W 263.18 FT, TH N76°35'50"W 206.81 FT, TH 80.02 FT ALG A CURVE TO NE, R-957, CB N13°24'10"E 80.0 FT, TH S76°35'50"E 203.87 FT, TH S80°47'53"E 326.24 FT, TH N12°52'18"E 60.08 FT, TH N87°56'57"E 837.69 FT, TH S02°28'46"W 530.64 FT, TH S87°55'36"W 184.22 FT TO POB; 11.80 AC

RESOLUTION

Minutes of a Regular meeting of the Township Board of the Township of Chesterfield, County of Macomb, Michigan, held in the Township Hall in said Township on December 15, 2003, at 7:00 o'clock P.M. Day Light Savings Time.

PRESENT: Members Supervisor Ellis, Clerk Smolarek, Treasurer Miller, Trustees; Hartman, Jones, Krull.

ABSENT: Members Trustee Dunn

The following preamble and resolution were offered by Member Smolarek and supported by Member Jones .

WHEREAS, pursuant to Section 4 (2) of Act 198, Public Acts of 1974, as amended, the Township Board of the Charter Township of Chesterfield has elected to initiate the establishment of an Industrial Development District consisting of all lands within what is known as CHESTERFIELD TOWN CENTER; and

WHEREAS, the Township of Chesterfield is a local government unit which levies ad valorem taxes levied by other taxing authorities which levy taxes within the Township of Chesterfield, equals or exceeds Thirty (\$30.00) Dollars for each One Thousand (\$1,000.00) Dollars of State Equalized Valuation, and thus qualifies as a local governmental unit empowered to establish an Industrial Development District pursuant to Act 198, supra; and,

WHEREAS, the Township Board established November 17, 2003, at 7:00 o'clock as the date and time and the Township Offices located at 47275 Sugarbush Road, as the place for the holding of a public hearing on the question of whether an Industrial Development District should be established as initiated by the Township Board; and

WHEREAS, the Township Board has given written notice of said hearing by certified mail to the owners of all real property within the

proposed Industrial Development District, and has caused a notice of said hearing to be published November 12, 2003 in the Bay Voice, a newspaper of general circulation within the Township of Chesterfield; and

WHEREAS, the Township Board has heard the comments of the owners of said land and other residents who have elected to communicate with the Township Board concerning the creation of an Industrial Development District as herein contemplated.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF CHESTERFIELD, MACOMB COUNTY, MICHIGAN;

1. That the Township Board hereby deems the establishment of an Industrial Development District within the boundaries of the CHESTERFIELD TOWN CENTER INDUSTRIAL PARK to be beneficial to the residents of the Township of Chesterfield; that further, said District will result in increase in state equalized valuation of the Township of Chesterfield;
2. That an Industrial Development District is hereby established pursuant to the provisions of Act 198, Public Acts of 1974, as amended, the boundaries of said district being solely confined
The exact legal description of said proposed district is as follows:

Part of the Northeast $\frac{1}{4}$ of Section 31 and the Northwest $\frac{1}{4}$ of fractional Section 32, Town 3 North, Range 14 East, Chesterfield Township, Macomb County, Michigan being described as:

Commencing at the Northeast corner of Section 31 being Northwest corner of Section 32:

Thence N.88°17'21"E. (recorded as N.88°12'43"E.) 361.20 feet along the North line of Fractional 32 to the Westerly line of Private claim 144, also being the West line of "Industrial Park-21" Subdivision as recorded in Liber 86 of Plats, Pages 23-25, Macomb County Records; thence S.02°25'07"W. 93.24 feet (recorded as S.02°25'32"W. 93.52 feet) along the West line of Private Claim 144 and the West line of said "Industrial Park-21" to the Point of Beginning; thence continuing S.02°25'07"W. 1461.13 feet (recorded as S.02°25'32"W. 1461.62 feet also recorded as S.02°25'32"W. 1459.50 feet) along the West line of Private Claim 144 and the West line of said "Industrial Park-21", the West line of "Industrial Park 21-2" as recorded in Liber 89 of Plats, Pages 35-37, Macomb County

Records to the Southwest corner of said "Industrial Park 21-2" and Northwest corner of "Industrial Park 21-3" as recorded in Ilber 90 of Plats, Pages 28-32, Macomb County Records;

Thence S.02°28'46"W. (recorded as S.02°28'58"W.) 337.70 feet along the West line of Private Claim 144 and the West line of "Industrial Park 21-3";

Thence N.85°50'37" W. 266.90 feet;

Thence S.14°58'20"W. 107.80 feet;

Thence 612.01 feet along a tangent curve to the right having a radius of 648.00 feet, a central angle of 54°06'49", and whose chord bears S42°01'44"W. 589.52 feet; thence 450.10 feet (recorded as 449.80 feet) along a tangent curve to the left having a radius of 457.00 feet, a central angle of 56°25'50" (recorded as 56°23'36"), and whose chord bears S.40°52'14"W. 432.13 feet (recorded as S.40°53'21"W. 431.86 feet) to the East-West ¼ line of Section 31;

Thence S.87°56'57"W. 1184.92 feet (recorded as S.87°57'44"W. 1185.37 feet) along the East-West ¼ Line of Section 31;

Thence N.01°43'12"W. 211.26 feet (recorded as N.01°38'59"W. 211.13 feet) to the Southeasterly line of I-94 (Limited Access);

Thence the following 7 courses along the Southeasterly line of I-94'

1. N.24°11'37"E. 1710.04 feet (recorded as N.24°12'13"E. 1710.00 feet);
2. N.28°44'43"E. 187.31 feet (recorded as N.28°46'20"E. 187.37 feet also recorded as N.24°40'13"E. 191.11 feet);
3. 297.51 feet (recorded as 297.27 feet) along a tangent curve to the right having a radius 599.07 feet, a central angle of 28°27'14" (recorded as 28°25'53") and whose chord bears N.42°58'20"E. 294.46 feet (recorded as N.43°59'16"E. 294.23 feet);
4. N.57°12'57"E. 695.12 feet (recorded as N.57°12'13" E. 695.41 feet);
5. 335.63 feet (recorded as 335.59 feet) along a tangent curve to the right having a radius of 966.74 feet, a central angle of 19°53'30" (recorded as 19°53'22") and whose chord bears N.67°09'42"E.333.95 feet (recorded as N.67°08'54"E. 333.91 feet) to the East line of Section 31 being the West line of Section 32;
6. 169.90 feet (recorded as 169.94 feet) continuing along a tangent curve to the right having a radius of 966.74 feet, a central angle of 10°04'11" (recorded as 10°04'19") and whose chord bears N.82°08'32"E. 169.68 feet (recorded as N.82°07'44"E. 169.72 feet);
7. N.87°10'38"E. 186.63 feet (recorded as N.87°09'53"E. 186.58 feet also recorded as 186.61 feet) to the Point of Beginning

Containing 84.672 acres more or less

The Owners of said land and any other resident or taxpayer of the Township of Chesterfield shall have a right to appear at said Public Hearing and be heard by the Chesterfield Township Board.

AYES: Ellis, Smolarek, Miller, Hartman, Jones, Krull

NAYS: None

RESOLUTION DECLARED ADOPTED.



Kelly Jo Smolarek
Chesterfield Township Clerk



Agenda Item # B

To: Cindy Berry, Township Clerk
From: Dean E. Babb, Township Assessor *DEBabb*
Date: July 29, 2015
Subject: IFEC Application for Emhart Technologies

Cindy,

You have asked for an estimate of the financial impact of the proposed IFEC application for Emhart Technologies to be discussed at the Township Board meeting on August 3, 2015. To that end, please accept the following information.

While the application lists a total cost of the proposed addition in Section 6a as \$5,917,427 that is not necessarily to amount of the assessment that is transferred to the IFT assessment roll for the exemption. There are several components listed that are soft costs or are not directly part of the assessment process. For the purposes of this example, I am estimating the assessment that would be on the IFT roll would be approximately \$2,000,000 assuming the addition would be appraised at \$4,000,000. The actual assessment will not be determined until the improvement is constructed and appraised by this office and could be more or less than the estimate.

Based on a new facility real property exemption, the amount assessed is 50% of the total tax rate with the exemption being equal to the other 50%. The subject property is in the L'Anse Creuse school district with a total 2015 millage rate of 51.29050 mills. Based on this example the total amount of the first year's exemption would be approximately \$51,290. This amount would more than likely be annually adjusted by the CPI for the duration of the exemption certificate. Of the total exemption, the portion attributable to the Township, including the Police Special Assessment millage would be approximately \$9,040 in the first year, adjusted annually as well.

If you have any questions, please feel free to discuss them with me at your convenience.

cc Michael Lovelock, Supervisor
Linda Hartman, Treasurer



Agenda Item # C

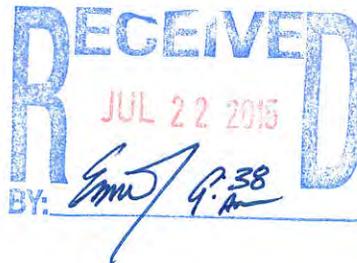
July 22, 2015

Dear Honorable Board Members,

Adopt Resolution in support of MACRO (Macomb Area Communities for Regional Opportunity Task Force). Further, to designate Supervisor Michael E. Lovelock as the representative of the Board for purposes of participating in the meetings of MACRO.

Sincerely,

Michael E. Lovelock
Chesterfield Township Supervisor



Charter Township of Chesterfield
County of Macomb County

~ Resolution ~

A resolution of the Township of Chesterfield in support of the Macomb Area Communities for Regional Opportunities Task Force (hereinafter MACRO)

- In the current climate, governmental entities at all levels are facing unprecedented financial challenges that are threatening to compromise or eliminate the delivery of core public services;
- To meet these challenges and assure the continued delivery of public services to residents and businesses, governmental agencies must be innovative and efficient;
- One means to achieve both innovation and efficiency is through intergovernmental cooperation, which dissolves artificial boundaries that lead to wasteful duplication of services and creates an environment conducive to economies of scale;
- Recognizing that only through study and dialogue will the most beneficial innovations and efficiencies be identified and exploited, it is imperative that governmental agencies engage one another at this critical time;
- It is with this purpose in mind that the Township of Chesterfield lends its support to the formation and mission of MACRO;
- As a member of MACRO, the Township of Chesterfield will be well positioned to meet the potential mandate by the State of Michigan that future distributions of revenue sharing and other forms of state aid be tied to demonstrated efficiencies achieved through intergovernmental cooperation;
- Because the population of the municipalities serving as founding members of the MACRO comprises more than fifty percent of the total population of the County of Macomb, there is great potential to achieve the objective of preserving and delivering core public services in an efficient and cost-effective manner;

NOW, THEREFORE,

BE IT RESOLVED, that the Township of Chesterfield supports the formation and mission of the MACRO as a member.

BE IT FURTHER RESOLVED, that Township Supervisor Michael E. Lovelock is designated as the representative of the Charter Township of Chesterfield for purposes of participating in the meetings of the MACRO; provided, however; that the representative does not by reason of their designation have authority to bind the Township of Chesterfield to any agreement without formal approval by the Chesterfield Township Board of Trustees.

Michael E. Lovelock, Supervisor

Henry Anderson, Trustee

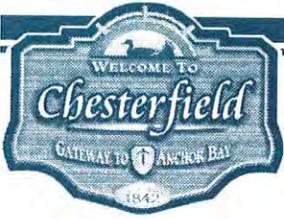
Cindy Berry, Clerk

Christine Bell, Trustee

Linda Hartman, Treasurer

Brian Scott DeMuyne, Trustee

David Joseph, Trustee



Agenda Item # D

July 27, 2015

Dear Honorable Board Members,

I am recommending to the Township Board the re-appointment of Marlene Herzog to the Beautification & Tree Board Committee. Her letter of intent is attached.

Marlene has done an excellent job on the Beautification & Tree Board Committee. Her term will expire in July 2019.

I would also like to appoint Anne Corona to the Beautification and Tree Board Committee. I am sure she will be an asset to the board. Her letter of intent is attached. Her term will expire in July 2018.

Your support would be appreciated.

Yours truly,

Michael E. Lovelock, Supervisor
Chesterfield Township

On Tuesday, July 14, 2015 11:16 AM, marlene herzog <mherzog63@att.net> wrote:

Attention:

Chesterfield Board Members,

Please consider a reappointment of my membership on the Beautification Committee for another term. Tom Yaschen is a fine leader of our committee who works hard to continue to beautify Chesterfield Township and he works diligently to add new members to our team. . We are a team that works well together which makes it an enjoyable experience.

Thank you!

JOY in the Journey of LIFE, 

Marlene Herzog

H-586-949-0799

C-586-630-9214

mherzog63@att.net

Beyond Halftime!

This message has been scanned and no issues discovered.
Click [here](#) to report this email as spam.

Chesterfield Twp. Supervisor
Mike Lovelock
47275 Sugarbush
Chesterfield Twp. MI 48047

June 4, 2015

Anne Corona
28306 Adler Park Dr. S.
Chesterfield, MI 48051
315-439-4502

Dear Mike,

Please accept my application (Anne Corona) to become a member on the Chesterfield Beautification Committee. I have been a property owner/resident for over six years and have had a love of gardening and nature my whole life. I believe in helping Chesterfield achieve its beautification goal on this committee.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Anne Corona". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Anne Corona

Agenda Item # E

Parks and Recreation
Department
586-949-0400 ext. 4

TO: Cindy Berry

FROM: Parks and Recreation Department

DATE: July 28, 2015

RE: Agenda Item – August 3, 2015
Chesterfield Arts & Music Festival-Contract Agreement with Hamlin Pub

The Parks and Recreation Department is gearing up for the 1st Chesterfield Arts & Music Festival that will take place in Brandenburg Park on August 29 and 30th. We will have over 50 arts and craft vendors that will line the shore displaying their products. Along with the artists we will welcome local bands into the festival tent to play during the hours of 12-10:30pm on Saturday and 12-6pm on Sunday. For the first year with a lot of the planning, organization and execution of this event coming from our Parks and Recreation Commission members we have partnered with Hamlin Pub to provide the food/drink as well as the entertainment for the weekend. Without their help and expertise the music and food/drink part of the event wouldn't have been possible this year.

The contract agreement between the Township and Hamlin Pub outlines what we will provide Hamlin Pub and what Hamlin Pub will provide the Township(festival). The contract has been prepared by Township Attorney Bob Siebert and has been reviewed by Chris Galatis, Director of Parks and Recreation and Supervisor Lovelock.

Our department is very excited about this new festival that will bring in community members as well as visitors from outside our community to enjoy the Arts and Music Festival and Brandenburg Park.

Should you have any questions or concerns regarding this agreement please feel free to contact me via email at cgalatis@chesterfieldtp.org

LAW OFFICES
SEIBERT AND DLOSKI
PROFESSIONAL LIMITED LIABILITY COMPANY
19500 HALL ROAD, SUITE 101
CLINTON TOWNSHIP, MICHIGAN 48038

ROBERT J. SEIBERT
LAWRENCE W. DLOSKI
CHRISTINE D. ANDERSON
COLLEEN O'CONNOR WORDEN

TELEPHONE
(586) 469-3800
FACSIMILE
(586) 469-2443

July 28, 2015

Chesterfield Township Board of Trustees
c/o Cindy Berry, Clerk
Chesterfield Township Offices
47275 Sugarbush Road
Chesterfield, Michigan 48047

Re: Chesterfield Township 2015 Arts and Music Festival - Concessionaire Agreement

Dear Board Members:

Pursuant to the request of Supervisor Lovelock, we met with Parks and Recreation Director Chris Galatis to review the terms and conditions of a Concessionaire Agreement between Chesterfield Township and Hamlin Pub pursuant to which Hamlin Pub will provide concessionaire services during the upcoming Arts and Music Festival at Brandenburg Park. It is our understanding from Mr. Galatis that Hamlin Pub will provide food and beverages, both alcoholic and nonalcoholic, during the two day Festival which will begin on August 29, 2015. The enclosed Agreement has been reviewed and approved by Supervisor Lovelock, Mr. Galatis and representatives of Hamlin Pub.

The purpose of the Agreement is to set forth the scope of services to be provided by Hamlin Pub as well as to require Hamlin Pub to provide adequate insurance to protect Chesterfield Township in the event of property damage or personal injuries during the Festival. In addition, Hamlin Pub will provide broad indemnification to Chesterfield Township and its employees in connection with any actions taken by Hamlin Pub and its employees during the Festival.

The Concessionaire Agreement will be presented to the Board at Monday night's meeting for consideration. In the interim, should you have any questions concerning the Agreement, please feel free to contact Supervisor Lovelock, Mr. Galatis or the undersigned at your convenience.

Very truly yours,

SEIBERT AND DLOSKI
Professional Limited Liability Company



Robert J. Seibert

RJS/kj

Enclosure(s)

cc: Mike Lovelock
Chris Galatis

CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of August, 2015, between the Charter Township of Chesterfield, a Michigan municipal corporation ("Township"), whose address is 47275 Sugarbush Road, Chesterfield, Michigan 48047, and _____, whose address is _____ ("Concessionaire").

WITNESSETH:

WHEREAS, Township is a Michigan municipal corporation which leases and operates a recreational park within its municipal boundaries, to-wit: Brandenburg Park ("Park"); and

WHEREAS, Township is desirous of retaining the services of Concessionaire to provide various services during Township's 2015 Arts and Music Festival ("Festival") located at the Park; and

WHEREAS, Concessionaire wishes to provide concessionaire services to Township consistent with the terms and conditions of this Agreement; and

WHEREAS, Township and Concessionaire desire to enter into this Agreement for the purpose of setting forth the parties' respective obligations and responsibilities in connection with Concessionaire providing various services during the Festival.

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

I. SCOPE OF SERVICES

Concessionaire shall provide, serve and dispense quality foods and beverages during the Festival commencing August 29, 2015 and terminating on August 30, 2015. The prices that Concessionaire may charge for foods and beverages are set forth on the menu attached as Exhibit "A" to this Agreement and incorporated herein. Concessionaire's operations shall be in an environment of cooperation with Township personnel. Good, prompt and efficient service adequate to meet the demands for services during the Festival subject to this Agreement shall be furnished by Concessionaire. Concessionaire shall, at all times during the Festival, comply with all applicable federal, state and local regulations.

Concessionaire shall be permitted to provide alcoholic beverages as part of the services provided under the terms of this Agreement. Concessionaire must provide Township

with evidence that it is authorized to sell alcohol off-site under the terms of Concessionaire's existing liquor license or provide Township with evidence that it has received approval from the Michigan Liquor Control Commission to provide such service.

II. HOURS OF OPERATION

The hours of operation during which Concessionaire shall provide services under the terms of this Agreement shall be from 12:00 p.m. to 10:30 p.m. on August 29, 2015 and from 12:00 p.m. to 6:00 p.m. on August 30, 2015.

III. EMPLOYEES OF OPERATOR

Concessionaire shall employ such personnel as it may deem reasonable and necessary for its operation hereunder and all such personnel shall be admitted to the Park free of charge. Concessionaire is to comply with all applicable state and federal employment laws and regulations.

IV. SUPERVISOR

Concessionaire shall at all times provide an active, qualified and competent supervisor within the Park who shall be authorized to represent and act for Concessionaire in matters pertaining to services provided by Concessionaire under this Agreement.

V. CONCESSIONAIRE'S ASSURANCES

Concessionaire shall procure at its own cost and expense, Comprehensive General Liability, Comprehensive Automobile Liability, Liquor Liability, Umbrella Liability and Worker's Compensation insurance that will protect Concessionaire, Township and its appointed officials, officers, employees, volunteers and representatives from any and all actions of whatsoever kind and nature which may arise from the work and services performed by Concessionaire under this Agreement.

A Certificate of Insurance must be furnished to Township with full premiums paid, before the start of any operations. All policies must be written with companies that are acceptable to Township. All Certificates of Insurance and/or policies shall be subject to the approval of Township for adequacy and form of protection. All policies described below must contain an endorsement stating the following:

Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change will be sent to Michael Lovelock, Supervisor at 47275 Sugarbush Road, Chesterfield, Michigan 48047. The words 'endeavor to' and 'but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents or

representatives' must be stricken or removed from the notice of cancellation.

It is further understood and agreed that the following shall be named as Additional Insureds on all policies of insurance required by this Agreement:

Charter Township of Chesterfield including all appointed officials, officers, employees, volunteers and representatives. This coverage shall be primary to the Additional Insureds, whether the other available coverage be primary, contributing or excess. Concessionaire will provide insurance with the following coverages and limit of liability:

COMMERCIAL GENERAL LIABILITY INSURANCE:

(Including Products, Your Operations, Personal Injury, Independent Concessionaires and Contractual Liability Coverage on an occurrence basis)

Bodily Injury Liability and Property Damage	\$1,000,000 each occurrence combined single limit
---	---

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

(Covering all owned, non-owned and all hired vehicles)

Bodily Injury Liability and Property Damage	\$1,000,000 each person \$1,000,000 each occurrence combined single limit
---	---

LIQUOR LIABILITY (Occurrence Basis)

Bodily Injury Liability and Property Damage	\$1,000,000 each common cause \$1,000,000 annual aggregate
---	---

UMBRELLA (EXCESS) LIABILITY (Occurrence Basis)

	\$5,000,000 each occurrence/aggregate
--	--

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation	Statutory Coverages
Employer's Liability	\$100,000 each accident \$100,000 disease (each employee) \$500,000 disease (each employee)

VI. INDEMNIFICATION

Concessionaire assumes all risk in connection with the services provided under this Agreement and shall be solely responsible for damages for all accidents or injuries to person or property and hereby covenants and agrees to the fullest extent permitted by law, to indemnify, pay on behalf of, defend and save harmless Township, its appointed officials, officers, employees, volunteers and representatives, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or accidents of whatsoever kind and nature and from all loss, costs and expense arising out of any liability, or claim of liability for injury or damages to persons or properties sustained or claimed to have been sustained by anyone whomsoever, arising through, on account of, or by reason of the services provided by Concessionaire under the terms of this Agreement, use or occupation of Township facilities, regardless of whether or not it is caused in whole or in part by the sole negligence, carelessness, improper conduct or any other degree of culpability of a party indemnified hereunder. The extent of liability of Concessionaire shall not be limited to insurance coverage herein provided for.

VII. LICENSES AND PERMITS

Concessionaire shall procure at his own expense all required permits, licenses and meet all applicable building, health and fire codes.

VIII. UTILITIES

Township shall provide for lights, power, gas and water used and consumed in connection with the operation of the food services and beverages described in this Agreement.

IX. EQUIPMENT

Concessionaire shall be responsible to provide all restaurant equipment necessary to provide food and drinks as provided by this Agreement. Township shall be responsible

for providing tables, chairs and one 40'x100' tent used at the Park during the Festival. Concessionaire shall also provide one 20'x20' tent to be utilized by Concessionaire for the sale of food and beverages.

X. MUSIC

Concessionaire shall be responsible to provide live music for each of the two days of the Festival. All contracts relating to musical entertainment shall be executed by and between Concessionaire and the musical performers.

XI. REVENUES

Concessionaire shall have the right to retain 100% of all revenues generated from the sale of food and beverages under the terms of this Agreement. Township shall not be required to pay Concessionaire any compensation for any services rendered by Concessionaire under the terms of this Agreement.

XII. TERM

This Agreement shall be in full force and effect from August 29, 2015 to August 30, 2015.

XIII. MISCELLANEOUS

(a) Notices. Any notice, request, certificate, or other communication required or permitted hereunder shall be given in writing and shall be effective when received if delivered personally, or one (1) business day after being delivered to a reputable overnight delivery service properly addressed, or two (2) business days after being deposited in the United States mail by certified mail, postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties shall be as follows:

If to Township: Michael Lovelock, Supervisor
Cindy Berry, Clerk
Charter Township of Chesterfield
47275 Sugarbush Road
Chesterfield, Michigan 48047

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

If to Concessionaire: _____

With a copy to: _____

Either party may, from time to time, change its address and/or addressees by notice as provided above.

(b) Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements or understandings with respect hereto shall be deemed merged into this Agreement.

(c) No Oral Amendment or Modifications. No amendments, waivers or modifications hereof shall be made or deemed to have been made unless in writing and executed by the parties hereto.

(d) Severability. If any provision of this Agreement shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and this Agreement shall be construed as if that provision were not contained in this Agreement.

(e) Captions and Headings for Convenience. All headings and captions used herein are for convenience only and shall have no meaning in the interpretation or effect of this Agreement.

(f) Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Michigan.

(g) No Third Party Reliance. Nothing contained in this Agreement is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any right, remedy or claim under this Agreement. All the terms, conditions and covenants contained herein are for the sole and exclusive benefit of the parties hereto.

(h) "Herein" and Similar Words. As used in this Agreement, the words "herein", "hereof", "hereunder" and other words of similar import refer to this entire Agreement.

(i) Number and Gender. As used herein, the singular shall include the plural and vice versa, and reference to one gender shall include all genders.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, although not fully executed, but all of which when taken together shall constitute but one Agreement.

WITNESSES:

CHARTER TOWNSHIP OF CHESTERFIELD,
a Michigan municipal corporation

BY: _____
Michael Lovelock,
Its Supervisor

BY: _____
Cindy Berry,
Its Clerk

CONCESSIONAIRE

BY: _____

CHARTER TOWNSHIP OF CHESTERFIELD

MACOMB COUNTY, MICHIGAN

AMENDMENT OF CHARTER TOWNSHIP OF CHESTERFIELD
CODE OF ORDINANCES - ZONING

TITLE



An Ordinance amending the Charter Township of Chesterfield Code of Ordinances, Chapter 76 (Zoning), Article IX (Agricultural and Residential Districts), to amend §76-331(c), to regulate central air conditioning units and permanent stand-by generators, and repealing all ordinances and/or resolutions in conflict therewith.

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

SECTION 1. AMENDMENTS

Article IX (Agricultural and Residential Districts), §76-331 (c) is hereby repealed and the following substituted therefor:

(c) Central Air Conditioning Unit and Permanent Stand-By Generators

(1) Permit required.

An electrical and mechanical permit are required prior to the commencement of any construction or installation of an central air conditioning unit or stand-by generator.

(2) Final Inspection.

As soon as the construction or installation of a stand-by generator or central air conditioning unit has been completed, the permit holder or property owner if authorized by contract must obtain a final inspection by the Township to ensure compliance with all terms and conditions of this Code of Ordinances. The central air conditioning unit or stand-by generator shall not be used prior to obtaining final inspection approval.

(3) Location.

- (i) The central air conditioning unit and/or stand-by generator must be permanently located on a concrete slab or prefabricated equivalent.
 - (ii) A central air conditioning unit and/or stand-by generator must be located in the rear yard. A central air conditioning unit and/or stand-by generator must be immediately adjacent to the principal residence.
 - (iii) A central air conditioner unit and/or stand-by generator may be permitted in the side yard if all of the following conditions are met:
 - A. If the Building Official determines that it is not possible or practical for the central air conditioning unit and/or stand-by generator to be located in the rear yard, the Building Official may grant written approval that the air conditioner unit and/or stand-by generator may be located in the side yard; and
 - B. The air conditioner and/or stand-by generator installed maintains a minimum side yard setback requirement of five (5) feet from the outer edge of the air conditioner and/or stand-by generator to the adjacent property line.
 - (iv) Placement of a central air conditioning unit and/or a stand-by generator in existing nonconforming side yards shall be prohibited.
 - (v) Central air conditioning units and/or stand-by generators are prohibited in the front yard, unless the property is Lakefront property.
- (4) Enclosure; production of sounds; service doors; exhaust gases.
- (i) The generating unit and muffler of a stand-by generator shall be enclosed within a sound attenuated cabinet or enclosure, unless the unit itself is designed with sound attenuated elements. The enclosure service doors on the cabinet must be locked to prevent access by unauthorized persons.
 - (ii) Sound produced at full load by the central air conditioning unit or stand-by generator shall not exceed 80 decibels measured at any property line and at a point fifteen (15') feet directly above the property line.
 - (iii) Any and all exhaust gases must be in compliance with all state emissions regulations.

(5) Fuels

- (i) Natural gas, propane, gasoline or diesel are the only fuels permitted for use in the stand-by generator.
- (ii) Connections made to a natural gas line of a residence must be in accordance with all applicable building codes.
- (iii) Fuel sources must meet all state and local requirements.
- (iv) Portable fuel sources are prohibited.

(6) Electrical regulations for Stand-By Generator

- (i) Only a generator with a fully automatic transfer switch (ATS) gear (double throw disconnect gear) may be installed.
- (ii) Transfer panels on the stand-by generator must be locked to prevent unauthorized access to the switch gear.
- (iii) Panels on the stand-by generator must be approved by a recognized certification agency, such as UL (Underwriter's Laboratory) or CSA (Canadian Standards Association), and must comply with all applicable electrical codes adopted by the Township.

(7) Maintenance

- (i) Property owners are responsible for installing and maintaining the stand-by generator and central air conditioner unit in accordance with all Township codes and ordinances.
- (ii) Automatic maintenance exercise testing for stand-by generators is limited to not more than ten minutes per week, and may only occur on Monday through Friday, between the hours of 12:00 PM to 5:00 PM.

(8) Use of Stand-By Generators

Generators, as set forth in this section, shall only be used in emergencies, where the normal power source to the residence has been disrupted. As soon as normal power has been restored, the operation or use of the stand-by generator must be ceased.

SECTION 2. VIOLATIONS; PENALTY.

Any violation of any provision of this Ordinance shall be a misdemeanor punishable by imprisonment of not more than ninety (90) days and/or a fine of Five Hundred (\$500.00) Dollars, or both, in addition to any other penalty provisions provided for a violation of a misdemeanor as set forth in the general penalty provisions of this Code of Ordinances.

SECTION 3. REPEAL 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 4. 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 effect any of the remaining provisions of this Ordinance.

SECTION 5. PUBLICATION

This Ordinance shall be filed with the Charter Township of Chesterfield Clerk and a Notice of Ordinance Adoption shall be published in a newspaper of general circulation in Chesterfield Township within fifteen (15) days after its adoption. A copy of

this Amendment may be purchased or inspected at the Chesterfield Township Clerk's Office during regular Township business hours.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect seven (7) days after the date of publication of a Notice of Ordinance Adoption pursuant to MCL 125.3401 in a newspaper circulating within the Charter Township of Chesterfield, as provided by Section 5.

CERTIFICATE OF TOWNSHIP CLERK

I certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Township Board of the Township of Chesterfield, Macomb County, Michigan, at a meeting held on the ____ day of _____ A.D., 2015.

I further certify that the following Township Board Members were present at the meeting:

and the following Township Board members were absent:

I further certify that Member _____ moved for the adoption of the Ordinance, and that motion was supported by Member _____

I further certify that the following Township Board Members voted for the adoption of the Ordinance:

and that the following Township Board Members voted against adoption of the Ordinance:

CINDY BERRY,
Chesterfield Township Cler

CERTIFICATE OF PUBLICATION

I, the undersigned Township Clerk of the Charter Township of Chesterfield, do hereby certify that on _____, 2015, the foregoing Ordinance or a Summary thereof was duly published in a newspaper having general circulation within said Township.

Cindy Berry,
Chesterfield Township Clerk

Chesterfield Township Police Department



TOWNSHIP BOARD MEETING AGENDA 2015

FROM: Chief Bradley A. Kersten

SUBJECT: Approval for the memorandum of understanding for the FBI Task Force

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

MEETING DATE
August 3, 2015

COST	N/A
BUDGET CODE	207-338-704.005
Presenting for approval, the memorandum of understanding for the FBI Task Force- Violent Crimes.	

Chesterfield Township Police Department



Memorandum

To: Supervisor Michael E. Lovelock and Township Board Members
CC:
From: Chief Bradley A. Kersten
Date: July 29, 2015
Re: Memorandum of Understanding for the FBI Task Force- Violent Crimes

We are presenting the attached memorandum of understanding from the FBI Task Force- Violent Crimes. From the Detective Bureau, Detective Joseph Feld was selected to fill the position. Joseph Feld has been with the department since 1999 and a detective since 2004. Detective Feld was selected for the position after interviews were conducted, per the current CBA and transfer policy.

This task force is comprised of local officers from Macomb County, who will focus on Macomb County crimes that effect our county and region. Detective Feld will continue to work closely with our department and bring a federal resource to our community and department.

Our commitment to this task force will be for a one year period. The placement will have administrative reviews quarterly and a year-end assessment with an effectiveness evaluation.

Thank you for your consideration in this matter and should you have any questions, please contact me.

Respectfully Submitted,


Bradley A. Kersten

Chief of Police

FOR OFFICIAL USE ONLY

**FEDERAL BUREAU OF INVESTIGATION
OAKLAND/MACOMB COUNTY GANG AND VIOLENT CRIMES TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Chesterfield Township Police Department. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Oakland/Macomb Gang and Violent Crime Task Force – Macomb Unit (hereinafter referred to as VCTF) personnel and formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the VCTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The VCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the VCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Detroit Division shall designate one Supervisory Special Agent (VCTF Supervisor) to supervise the VCTF. The VCTF Supervisor may designate a Special Agent to serve as the Violent crime Task Force Coordinator (Task Force Coordinator). Either the VCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the VCTF.
7. Conduct undertaken outside the scope of an individual's VCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the VCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. VCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. VCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the VCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and VCTF Supervisor will also retain discretion to remove any individual from the VCTF.

B. Case Assignments

11. The FBI VCTF Supervisor will be responsible for opening, monitoring, directing, and closing VCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the VCTF Supervisor.
13. For FBI administrative purposes, VCTF cases will be entered into the relevant FBI computer system.

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14. VCTF personnel will have equal responsibility for each case assigned. VCTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the VCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the VCTF will not knowingly be subject to non-VCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the VCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to VCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. VCTF investigative leads outside of the geographic areas of responsibility for FBI Detroit Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-VCTF personnel will be limited to those situations where it is essential to the effective performance of the VCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI VCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the VCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of VCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an VCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI VCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of VCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by VCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. VCTF reports prepared in cases assigned to VCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in VCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for VCTF.
27. VCTF investigative records maintained at the Detroit Field Office of the FBI will be available to all VCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the VCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by VCTF personnel.
29. All VCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide VCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by VCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between VCTF personnel and FBI employees not assigned to the VCTF, may be disseminated by VCTF personnel to non-VCTF personnel without the approval of the VCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, VCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. VCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of VCTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the VCTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a VCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All VCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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45. The parent agency of each individual assigned to the VCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the VCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. VCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the VCTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the VCTF or until the termination of the VCTF, whichever comes first.
49. Deputized VCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of Law Enforcement Agency (LEA) may be permitted to drive FBI owned or leased vehicles for official VCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA VCTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to VCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA VCTF personnel, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA VCTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and LEA remain responsible for all personnel costs for their VCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal VCTF personnel assigned full-time to VCTF, provided overtime expenses were incurred as a result of VCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to VCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the VCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the VCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by VCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of VCTF, will be the financial responsibility of the agency supplying said property.

FUNDING

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with VCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to VCTF investigations may be equitably shared with the agencies participating in the VCTF.
 - a. VCTF Forfeiture Account
 - i. The VCTF forfeiture account will be utilized by the VCTF solely for the operation of the VCTF unless otherwise specifically authorized by the Executive Board.
 - ii. The VCTF will select a fiduciary of the VCTF forfeiture account. To defray the costs of maintaining the VCTF forfeiture account, the fiduciary of the VCTF account will receive 10% of each VCTF forfeiture that is deposited into the VCTF account.
 - iii. The VCTF Executive Board will be comprised of executive management of the participating agencies.
 - iv. Auditing of the VCTF forfeiture account shall comply with the U.S. Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section, Guide to Equitable Sharing for State and Local Law Enforcement Agencies.
 - v. The VCTF forfeiture account will be capped and maintained at \$80,000.00. Any amount exceeding this cap will be distributed to the non-federal participants in a ratio equal to each respective agency's manpower participation. Forfeiture funds must be used consistent with the rules delineated in the DOJ Equitable Sharing Guidelines.
 - vi. The FBI will be responsible for conducting an inventory of all non-disposable equipment utilized by the VCTF.
 - b. Expenses
 - i. Any expenditure over \$25,000.00 shall require the approval of the VCTF Executive Board with the exception of expenditures used for the controlled purchase of illegal drugs or for show money. For expenditures under \$25,000.00, but over \$5,000.00, the VCTF Executive Board delegates request approval to the FBI VCTF Supervisor with concurrence of any agency with at least 25% participation. Expenditures

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\$5,000.00 and under will be deemed an incidental expenditure and request approval will be delegated to the FBI VCTF Supervisor.

- ii. Controlled Purchase of Illegal Drugs - expenditures used for the controlled purchase of illegal drugs over \$50,000 shall require the approval of the VCTF Executive Board. For expenditures used for the controlled purchase of illegal drugs under \$50,000, but over \$5,000, the Executive Board delegates request approval to the FBI VCTF Supervisor with the concurrence of any agency with at least 25% participation. For expenditures used for the controlled purchase of illegal drugs \$5,000 and under, the Executive Board delegates request approval to the FBI VCTF Supervisor.
- iii. Show Money - expenditures used for show money over \$50,000 shall require the approval of the VCTF Executive Board. For expenditures used for show money under \$50,000, but over \$5,000, the Executive Board delegates request approval to the FBI VCTF Supervisor with the concurrence of any agency with greater than 25% participation. For expenditures used for show money \$5,000 and under, the Executive Board delegates request approval to the FBI VCTF Supervisor.
- iv. The VCTF Executive Board must approve any expenditure outside the purpose and scope of the VCTF.

DISPUTE RESOLUTION

- 61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the VCTF's objectives.
- 62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

- 63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO VCTF AND SECURITY CLEARANCES

- 65. If an LEA candidate for the VCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

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66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the VCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, VCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. VCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the VCTF, each individual whose assignment to the VCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the VCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the VCTF or otherwise relating to the VCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the VCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the VCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual

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is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any VCTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the VCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Detroit Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any VCTF personnel.
74. Liability for any conduct by VCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

75. The term of this MOU is for the duration of the VCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the VCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the VCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the VCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any VCTF participation.

MODIFICATIONS

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- 78. This agreement may be modified at any time by written consent of all involved agencies.
- 79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation
Detroit Division

Date

Chief
Chesterfield Township Police

Date

Chesterfield Township Police Department



TOWNSHIP BOARD MEETING AGENDA 2015

FROM: Chief Bradley A. Kersten

SUBJECT: Approval of the cell phone policy

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

MEETING DATE
August 3, 2015

COST	N/A
BUDGET CODE	N/A
Presenting for approval, the Chesterfield Township Police Department's Cell Phone Policy.	

Chesterfield Township Police Department

Memorandum

To: Supervisor Michael E. Lovelock and Township Board Members
CC:
From: Chief Bradley A. Kersten
Date: July 29, 2015
Re: Cell Phone Policy



For the board's approval, we are presenting a department wide policy regarding cellular phones. The policy will apply to all personnel of the Chesterfield Township Police Department and has been reviewed by the township attorney. The policy will have a positive and safe effect on the township's employees and residents.

The policy is attached for your review.

Respectfully Submitted,

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

Bradley A. Kersten

Chief of Police

SUBJECT: CELLULAR PHONES

S.O.P.: #15-1.507

PURPOSE: To establish guidelines for the use of cellular phones/wireless devices at work and the safe use of cellular/wireless devices.

SCOPE: This policy applies to all personnel of the Chesterfield Township Police Department.

B. POLICY: It is Police Department policy that use of personal cellular/wireless devices shall be limited during the work day.

C. PROCEDURES

1. **Personal Cellular and/or Wireless Devices:** Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used, can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any Township telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.
 - a. Telephone Calls/Text Messaging: A reasonable standard the Township encourages is to limit personal calls during work time to an average of no more than two or three short-duration calls per day as needed. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the Township's policy. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to an employee's supervisor.
 - b. Prohibited Activities: In order to ensure a productive work day, the following use of a personal cellular/wireless device are prohibited during working hours:
 - i. Accessing the internet for non-work related purposes;
 - ii. Playing games;
 - iii. Watching movies, television, sports, etc.;
 - iv. Any activity that violates Township policy, including accessing and/or distributing pornographic or harassing material.
2. **Safety Issues for Use of Cellular Devices:** Employees whose job responsibilities include regular or occasional driving are encouraged to refrain from using a cellular device while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to a reasonably safe location and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are required to use hands-free options and are expected to keep the call short, refrain from discussion of complicated or emotional issues, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. With the exception of extraordinary circumstances,

operators of authorized emergency vehicles are to comply with the hands-free requirement while driving.

Text messaging, reading emails, writing emails, or accessing the internet while driving is not allowable under any circumstance.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on duty may be subject to disciplinary action and personal liability resulting from such traffic violations and are responsible for paying the cost of the citation.

Violations of this policy will be subject to discipline, up to and including dismissal.

3. **Camera Phones:** Employees shall not utilize the camera on their cell phones/wireless devices while at work. The only exception is when the use of the camera phone is used to preserve evidence that otherwise would be permanently lost. If any other option exists then the camera on the cell phone or wireless device shall not be utilized. If the cell phone or wireless device is used in the course of the employee's duty then any and all photographs become the property of the Chesterfield Police Department and may not be shared, disseminated, or viewed without prior approval of the Chief of Police.
4. **Supervisor Responsibilities:** As with any policy Supervisors are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Need on agenda 8-3-15
whe

Agenda Item # I

AND J

LAW OFFICES
SEIBERT AND DLOSKI
PROFESSIONAL LIMITED LIABILITY COMPANY
19500 HALL ROAD, SUITE 101
CLINTON TOWNSHIP, MICHIGAN 48038

ROBERT J. SEIBERT
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July 28, 2015

Chesterfield Township Board of Trustees
c/o Cindy Berry, Clerk
47275 Sugarbush Road
Chesterfield, MI 48047

Re: Amendments to Township Zoning Ordinance for Composting
Yard Clippings and Rezoning of Property

Dear Board Members:

Recent events in the Township have necessitated a review of the Township zoning ordinance with regard to facilities composting yard clippings. Currently, the Township zoning ordinance does not contain provisions for the location and regulation of facilities that compost yard clippings. It is our recommendation that the Township amend the zoning ordinance to locate yard clipping composting facilities in an M2 district as a special land use subject to regulations which control the operation of the facility.

In conjunction with amending the zoning ordinance, we are also recommending that the Township Board of Trustees initiate the rezoning of certain properties in the Township located between the existing Triple RD property and Bates Road, south to the railroad tracks. The properties are currently zoned A1, however, the land is master planned for M1, industrial uses. The properties are identified by parcel ID numbers:

- 015-09-08-200-015
- 015-09-08-200-016
- 015-09-05-226-001
- 015-09-05-276-001
- 015-09-05-400-002
- 015-09-05-400-003
- 015-09-05-400-005
- 015-09-05-400-006

The Township zoning ordinance at Section 76-657 provides that amendments to the Township zoning ordinance and zoning map may be initiated by the Township Board upon the written request to the planning commission. It is our recommendation that the Township Board of Trustees adopt a motion authorizing the planning commission to initiate

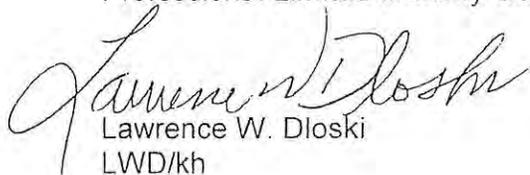
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July 28, 2015

amending the Township zoning ordinance with regard to the location and regulation of yard clipping composting facilities. A second motion would be made to authorize the planning commission to commence the rezoning process for the above referenced parcels of land.

If you have questions regarding this matter, please call me.

Best regards,

SEIBERT AND DLOSKI
Professional Limited Liability Company



Lawrence W. Dloski
LWD/kh

Larry Dloski

To: mike lovelock (mlovelock@chesterfieldtwp.org)
Subject: amending twp zoning ord.

The adenda items would read: (1) authorize the planning commission to start the process to amend the twp. zoning ordinance regarding the location and regulation of yard clipping composting facilities. (2) authorize the planning commission to commence the rezoning process from A1 to M1 for property on the east side of Bates and 26 mile road, south to the railroad tracks.