

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

**March 7, 2016  
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 February 16, 2016.
  - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 5. REGULAR AGENDA:**
  - A)** Approve Resolution 2015-28 establishing the Water and Sewer rates. *(Postponed from the Regular Township Board Meetings of December 7, 2015 and February 16, 2016.)*
  - B)** Approve Resolution 2015-29 establishing the Nonresidential Sewer rates. *(Postponed from the Regular Township Board Meetings of December 7, 2015 and February 16, 2016.)*
  - C)** Approve the renewal the Charter Township of Chesterfield's membership in the Southeast Michigan Council of Governments (SEMCOG) at a total cost of \$5,141.00.
  - D)** Approve the purchase and installation of an Exterior Electronic Entrance Sign at a total cost of \$26,152.29 from MLS Signs.
  - E)** Approve Police Chief Contract and authorize the Township Supervisor and Township Clerk to sign the contract.

- F) Approve Supervisor's recommendation to appoint Brian Carr to the Zoning Board of Appeals with his term expiring June, 2019.
- G) Approve the Supervisor's recommendation to hire Utility Financial Solutions, LLC to complete a water and wastewater financial study at a total cost of \$29,000.00.
- H) Approve the Parks and Recreation Department's request to allocate \$25,000.00 to the Macomb County Department of Roads for the installation of a De-acceleration Lane on Jefferson Ave. at the entrance to the Webber Paddle Park.
- I) Approve the Parks and Recreation Department's request to apply for a Michigan Natural Resources Trust Fund Grant for the Webber Paddling Park in the amount of \$265,000.00 with the township's portion being a 30% match.
- J) Set a Public Hearing for March 21, 2016, at 7 P.M. concerning a Michigan Natural Resources Trust Fund Grant for the Webber Paddling Park.

**6. ADDENDUM (If Necessary)**

**7. PUBLIC COMMENTS (Five-Minute Time Limits)**

**8. BOARD COMMENTS**

**9. CLOSED SESSION:**

Consultation with the attorney regarding trial or settlement strategy in connection with pending litigation –Aldea v. Charter Township of Chesterfield, Macomb County Circuit Court Docket No. 2016-000323-AA, pursuant to Section 8(e) of the Open Meetings Act.

**10. ADJOURNMENT**

**NEXT REGULAR BOARD MEETING IS MONDAY, MARCH 21, 2016 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY, MARCH 16, 2016. 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: March 3, 2016**

# Consent Agenda Item # *B*

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

February 16, 2016

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

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

The Pledge of Allegiance was led by Anchor Bay High School Junior Air Force ROTC. **PLEDGE OF ALLEGIANCE**

Trustee Joseph narrated a PowerPoint report from the Water and Sewer Advisory Board. **PRESENTATIONS**

Motion by Berry, supported by Anderson to: **5A)** Approve the Agenda as submitted, withdrawing item **7K**, moving item **7D** ahead of item **7A** and removing item **5C** from the consent agenda and discussing as a separate agenda item prior to the Public Hearing. **5B)** Approve the minutes of the Regular Board Meeting of February 1, 2016. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

Motion by Joseph, supported by Berry to approve the Payment of Bills with the removal of line item 216-336-934, payment to Hi-Tech. **MOTION TO APPROVE THE PAYMENT OF BILLS/APPROVED**

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

Motion by Lovelock, supported by Berry to open the Public Hearing at 7:30pm to hear comments concerning Community Development and Housing needs (Community Development Block Grants) as required by the Housing and Community Development Act of 1974 as amended. **MOTION TO OPEN PUBLIC HEARING REGARDING 2016 CDBG FUNDS /APPROVED**

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

Lou Nigro, Dorie Vazquez-Nolan, Joe Miller, Steve Gibson, Maggie Varney, Pamela Misuraca and Debra Williams addressed the Board.

Motion by Lovelock, supported by Berry to close the Public Hearing at 8:00pm.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO CLOSE  
PUBLIC HEARING/  
APPROVED**

Motion by Lovelock, supported by Anderson to approve the allocation of funds from the 2016 Community Development Block Grant.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
2016 CDBG FUND  
ALLOCATIONS  
/APPROVED**

Motion by Lovelock, supported by Hartman to postpone approval of Resolution 2015-28 establishing the Water and Sewer rates and Resolution 2015-29 establishing the Nonresidential Sewer rates to the March 7, 2016 Regular Township Board Meeting. *(Postponed from the Regular Township Board Meeting of December 7, 2015.)*

Roll Call Vote:

Ayes: Lovelock, Hartman, Bell, Anderson, Berry

Nays: Joseph

**MOTION CARRIED**

**MOTION TO  
POSTPONE  
ESTABLISHING  
WATER AND SEWER  
RATES/APPROVED**

Motion by Lovelock, supported by Berry to establish four Special Township Board Meetings in 2016 to discuss strategic planning. The dates will be March 10, June 9, September 8 and December 8. All meetings will begin at 5:30pm.

Roll Call Vote:

Ayes: Lovelock, Berry, Anderson, Joseph, Hartman

Nays: Bell

**MOTION CARRIED**

**MOTION TO APPROVE  
SPECIAL BOARD  
MEETINGS FOR  
STRATEGIC  
PLANNING  
/APPROVED**

Motion by Lovelock, supported by Joseph to approve a recommendation from the Planning Commission to rezone property containing 6.558 acres, located on the southeast corner of Jefferson and Schneider Roads from R-1-A to R-1-B.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
REZONING  
PROPERTY AT  
JEFFERSON AND  
SCHNEIDER  
RDS./APPROVED**

Motion by Hartman, supported by Berry to approve a Conflict of Interest Policy.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
A CONFLICT OF  
INTEREST  
POLICY/APPROVED**

Motion by Lovelock, supported by Joseph to approve a request for a Michigan Liquor Control Commission license transfer, from Buscemi's of Chesterfield, Inc., to SKNK Inc., located at 54800 North Gratiot, Chesterfield MI 48051.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
TRANSFER OF A  
LIQUOR LICENSE TO  
SKNK INC  
/APPROVED**

Motion by Lovelock, supported by Berry to approve Kroger's request for an Outdoor Merchandising Permit with a variance, located at 3500 23 Mile Rd., Chesterfield MI from May 1, 2016 through June 30, 2016.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
AN OUTDOOR  
MERCHANDISING  
PERMIT WITH A  
VARIANCE FOR  
KROGER/APPROVED**

Motion by Lovelock, supported by Joseph to approve the Police Department's request to conduct a community Open House on Saturday May 21, 2016.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
A POLICE DEPT.  
OPEN HOUSE  
/APPROVED**

Motion by Lovelock, supported by Anderson to approve the Police Department's request to establish a Community Police Academy.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
A COMMUNITY  
POLICE ACADEMY  
/APPROVED**

Joe Katich, Kathy Noland and Paul Lafata addressed the board.

**PUBLIC COMMENTS**

Motion by Lovelock, supported by Joseph to adjourn the meeting at 9:07pm.

Ayes: All

Nays: None

**MOTION CARRIED**

**ADJOURNMENT**

# Agenda Item # *C*

February 12, 2016

Cindy Berry, Clerk  
Charter Township Of Chesterfield  
47275 Sugarbush Rd  
Chesterfield, MI 48047-5156

Dear Clerk Berry:

Congratulations on participating with over 165 SEMCOG members to create a successful region! We are proud to partner with our members on transportation, environment, economic development, and housing initiatives. Our work together is creating stronger communities and a stronger region.

In a recent membership satisfaction survey, you told us SEMCOG adds value to your local decision making by providing local data, information, and analysis that is timely, clear, and relevant. We will continue to focus on these high value services in 2016.

Make a commitment this year to surround yourself with others working hard to make this region an even better place to live, work, and play. This is a great time to be a member of SEMCOG.

For additional information on making your SEMCOG membership work for you, visit [www.semcog.org/About-SEMCOG/Membership](http://www.semcog.org/About-SEMCOG/Membership), or contact Amy Malmer at 313/324-3308 or by e-mail at [malmer@semcog.org](mailto:malmer@semcog.org).

It is an honor to serve your community. Please let us know if we can better serve you.

Best Regards,



Kathleen Lomako, AICP, CAE  
Executive Director  
SEMCOG







**NOTICE  
OFFER TO RECEIVE BID FOR THE  
CHARTER TOWNSHIP OF CHESTERFIELD**

**ITEM NAME: Custom Electronic Exterior Display Sign**

Sealed bids will be received by the Charter Township of Chesterfield at the office of the Township Clerk, 47275 Sugarbush Road, Chesterfield, Michigan 48047 until 10:00 a.m. local time February 9, 2016. The bids will be publicly opened and read aloud at 10:15 a.m. on the same day.

**1. SUBMISSION AND RECEIPT OF BIDS**

Bids to receive consideration shall be received prior to the specified deadline time. **NO LATE BIDS WILL BE ACCEPTED.** Bids are considered received when in the possession of the Chesterfield Township Clerk's Office. All bids must be labeled with the Item Name, Custom Electronic Exterior Display Sign. Bids must be sealed when submitted. Bids must be typewritten or printed in ink and legibly prepared. Bids having erasures or corrections thereon may be rejected unless explained or initialed by bidder. Bids shall be mailed or delivered to the Township Clerk's Office before the stated deadline. **No faxed or e-mailed bids will be accepted.**

**2. ADDITIONAL BID INFORMATION**

Unless otherwise specified, the Township reserves the right to accept any item in the bids. Bidders may submit on any item or group of items, provided however, that the unit prices are shown as required. It is the vendor's responsibility to acquire knowledge of any change, modifications or additions to the bid documents. Any vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, shall be bound by the bid, including any changes, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, and that vendor fails to accept the bid award, the Charter Township of Chesterfield may pursue costs and expenses to re-bid the item from that vendor.

**The Charter Township of Chesterfield officially distributes bid documents from the Township Clerk's Office upon request or through the MITN website.** Only those vendors who obtain bid documents from the Township Clerk's Office or through the MITN website are guaranteed access to receive addendum information, if such information is issued that is not in the original bid documents.

Each change or addendum issued in relation to this bid will be on file in the Township Clerk's Office. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued, unless the addendum is contained in the original bid documents.

**3. SPECIFICATIONS**

The bidder, if awarded the contract, will be required to furnish the particular item(s) referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid

The Charter Township of Chesterfield reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

**4. ALTERNATE BIDS**

Bidders are cautioned that any alternate bid, unless requested by the Township, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and in the opinion of the Township, may result in rejection of the bid.

*Rec'd 2/9/16 @ 8:50 AM  
by Kemp —  
Emery*

## **5. PRICING**

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

## **6. QUANTITIES**

All quantities stated, unless indicated otherwise are estimates and the Township reserves the right to increase or decrease the quantity at the unit price bid as best fits it need. In addition, the Township reserves the right to make future purchases at the unit price submitted for all Township departments, including the Police Department and Fire Department.

## **7. DELIVERY**

Bids shall include all charges for delivery, packing, crating, etc. All deliveries will be FOB: Delivered. General delivery hours are 8:00 a.m. to 4:00 p.m MondayFriday.

## **8. TAXES, TERMS AND CONDITIONS**

The Charter Township of Chesterfield is exempt from Federal Excise, State Sales Tax and Personal Property Tax. The Township's tax I.D. number is 38-6006891.

## **9. AWARD**

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the Township price and other factors considered. **The Charter Township of Chesterfield reserves the right to accept any bid, to reject any or all bids or waive irregularities in any bid in the best interest of the Township.** Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating bidder's intent.

## **10. WITHDRAWALS OF BIDS**

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening. In case of error by the bidder in making up a bid, the Township may, by discretion, reject such a bid upon presentation of a letter by the bidder which sets forth the error. The cause thereof and sufficient evidence to substantiate the claim.

## **11. DEFAULT CONDITIONS**

In case of default by the contractor, the Charter Township of Chesterfield may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Township may, by discretion upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

## **12. INFRINGEMENTS AND INDEMNIFICATIONS**

The bidder, if awarded a contract, agrees to protect, defend and save the Township and herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

**13. INSURANCE (REQUIRED FOR WORK ON OR WITHIN TOWNSHIP PROPER/FACILITIES)**

None

**14. GENERAL INFORMATION**

None

**15. INSTALLATION**

All items will be shipped via the bidder's delivery system. No items will be dropped shipped to the Township.

**16. SPECIFICATIONS AND PRICING**

- 8' by 10' double faced aluminum ground sign with custom routed copy and Township logo with plexiglass backing and internal illumination.
- Daktronic (or equivalent) 3500-32x128-20-RGB-2v full color message board with radio booster antenna.
- Furnish, install and provide operational instructions for radio connection.
- Steel pipes for installation, by township, for mounting in existing cement base.
- Construction of sign should be .125 aluminum extrusion baked enamel finish or equivalent.
- Custom lettering and logo should be 1/8" acrylic baking with illumination.
- Message board must consist of high output LED UL-approved lamps.

Total Price: \$26,152.29

**17. FIRM PRICE GUARANTEE**

All pricing will remain firm for ninety (90) days of bid award.

**18. WARRANTY**

Please state your warranty.

*Please see attached standard warranty*

**19. REFERENCES (Provide three)**

<u>Company</u>	<u>Contact Person</u>	<u>Phone #</u>
1. <u>City of Eastpointe</u>	<u>Randy Attimus</u>	<u>586-445-3661, ext: 2201</u>
2. <u>McLaren-Macomb</u>	<u>Keith Miller</u>	<u>586-493-8066</u>
3. <u>Riverside Furniture</u>	<u>Harvey Fink</u>	<u>313-407-7887</u>

**20. CONTRACT TERMINATION**

The Township reserves the right, upon thirty (30) days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations

between the seller and the purchaser.

**21. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS**

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the Charter Township of Chesterfield in accordance with the contract documents.

NAME OF BIDDER MLS Signs, Inc.

BUSINESS ADDRESS OF BIDDER 25733 D'Hondt,  
Chesterfield, MI 48051

BUSINESS TELEPHONE NUMBER OF BIDDER 586 948-0200

AUTHORIZED SIGNATURE William B Hewert

TITLE OF SIGNER President

DATE OF SIGNATURE 2-9-16

FAX NUMBER 586 948-0300

EMAIL bills@mlssigns.com

Please contact Michael E. Lovelock, Township Supervisor with any questions at 586-949-0400 ext1123 or at [mlovelock@chesterfieldtp.org](mailto:mlovelock@chesterfieldtp.org).



Project Name: Charter Township of Chesterfield  
Custom Electronic Exterior Display Sign  
47275 Sugarbush Road  
Chesterfield, Michigan 48047

Warranty date begins: On completion of installation

**WARRANTIES**

Workmanship . . . . .	5 years
Ballast . . . . .	1 year
Transformers . . . . .	1 year
Neon . . . . .	1 year
Message Center . . . . .	5 years materials/5 years' labor
Lamps . . . . .	90 days
LED's . . . . .	2 years
Labor . . . . .	60 days
Vinyl . . . . .	4 years

The following warranty is in lieu of all warranties expressed or implied. Specifically, MLS Signs, Inc. disclaims any warranty of merchantability of fitness for a particular purpose and seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using the product, buyer shall determine the suitability of the product for his/her intended use and buyer assumes all risk and liability whatsoever in connection therewith.

Warranties do not include damage from accidents, weather-storms, or other natural disasters, electrical outages, or from any act of vandalism. If client, a person or persons, or other contractor attempts to, and/or services the sign/signs, our warranty will be null and void. This warranty does not apply to failures or failure to perform due to abuse or neglect by the owner, or his successor in interest.

This warranty may not be altered except by an agreement signed by officers of seller/manufacturer.

*“We Put The Light on Your Business”*

25733 D'Hondt • Chesterfield Twp., Michigan 48051 • 586-948-0200 • Fax: 586-948-0300



#AG4922

2/9/2016

**Prepared For:**

Chesterfield Township  
47275 Sugarbush Road  
Chesterfield, MI 48047

**Prepared By:**

Scott  
MLS Signs  
25733 D'Hondt  
Chesterfield, MI 48051  
USA

Phone:

Fax:

Alt. Phone:

E-Mail:

Phone: 586-948-0200

Fax: 586-948-0300

Alt. Phone:

E-Mail: mls@mlssigns.com

**Description:**

Custom Electronic Exterior Display Sign

MLS to supply and install:

(1) custom fabricated double sided monument sign, upper LED illuminated cabinet to have routed aluminum faces backed with translucent white plex, 20mm Full color EMC 25"t x 100"w matrix area, ships wheel logo portion fabricated from aluminum with translucent vinyl logo

Electrical to sign by others and to be present at time of installation

All pricing based on city approval of any/all required permits

Customer to supply PC with Windows 7 or newer O.S. to run EMC, 1 hr basic training included in quote

Vector art for logo to be provided for production

Quantity	Description	Each	Total	Taxable
1	MLS to supply and install: (1) custom fabricated double sided monument sign, upper LED illuminated cabinet to have routed aluminum faces backed with translucent white plex, 20mm Full color EMC 25"t x 100"w matrix area, ships wheel logo portion fabricated from aluminum with translucent vinyl logo	26152.288	\$26,152.29	
		Subtotal	\$26,152.29	
		<b>Total</b>	<b>\$26,152.29</b>	

**Terms:**

50% Deposit, Net 30 Days.

Installation: Standard wall surfaces, no obstructions. Client to provide our access as needed for installation.

Permits: Sign permit fees will be at cost, plus our procurement fee (\$100) minimum. Fees are not included in this quote. All variance costs must be paid in advance.

Electrical: MLS will connect to the existing electrical at the sign site at the same time of installation. Any additional electrical that may be required is to be provided by other contractor. Electrical to be provided by other contractor to within 6' of sign.

MLS Signs proposes to furnish as described above, materials, and labor inclusive.

ANY CHANGES TO BE PROVIDED IN WRITING. PRICES as indicated above, are minimal estimates for art or sign work only. Photostats, typography, photographs, overtime, changes and or time additions, delays caused by the client, special consultations, and all other expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein. FINISHED art, mechanicals, and signs will be released for use by the client only. Mechanicals, original art, sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client unless otherwise shown.

THE CLIENT agrees to pay for all costs of collection in the event of default of payment by the client, including a reasonable attorneys fee. In the event of delinquent payments, the client will be charged a rate of 2% interest for every month after the first 30 days.

THE SIGNS SHALL REMAIN THE PROPERTY of MLS Signs, Inc. until paid for in full. In the event the client is delinquent in



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payment by more than 45 days, MLS Signs, Inc. reserves the right to remove the signage from the premise without notice of the client. And the client shall hold MLS Signs free of any liability what so ever. In the event of a breach of contract by purchaser, MLS Signs, Inc. will be entitled to attorney's fees in a court proceeding.

NOTE: Any underground conditions found during excavation, including, but not limited to, obstructions, poor soil, contaminated ground, water, frost, etc., could result in additional charges at the discretion of MLS Signs.

NOTE: Any unforeseen or hidden obstructions in the wall and/or existing sign structure, including, but not limited to, steel or aluminum angle, electrical, concrete, brick work, etc., could result in additional charges.

NOTE: Cost for Engineered Draws are not in Quote

This quote is valid for 30 days. The above prices, specifications, and terms are acceptable. Any changes in specifications, we reserve the right to charge accordingly. You are authorizing us to do the work as stated above. Payment terms are accepted as outlined above. If this quote is acceptable please sign this quote and forward with your deposit to our office.

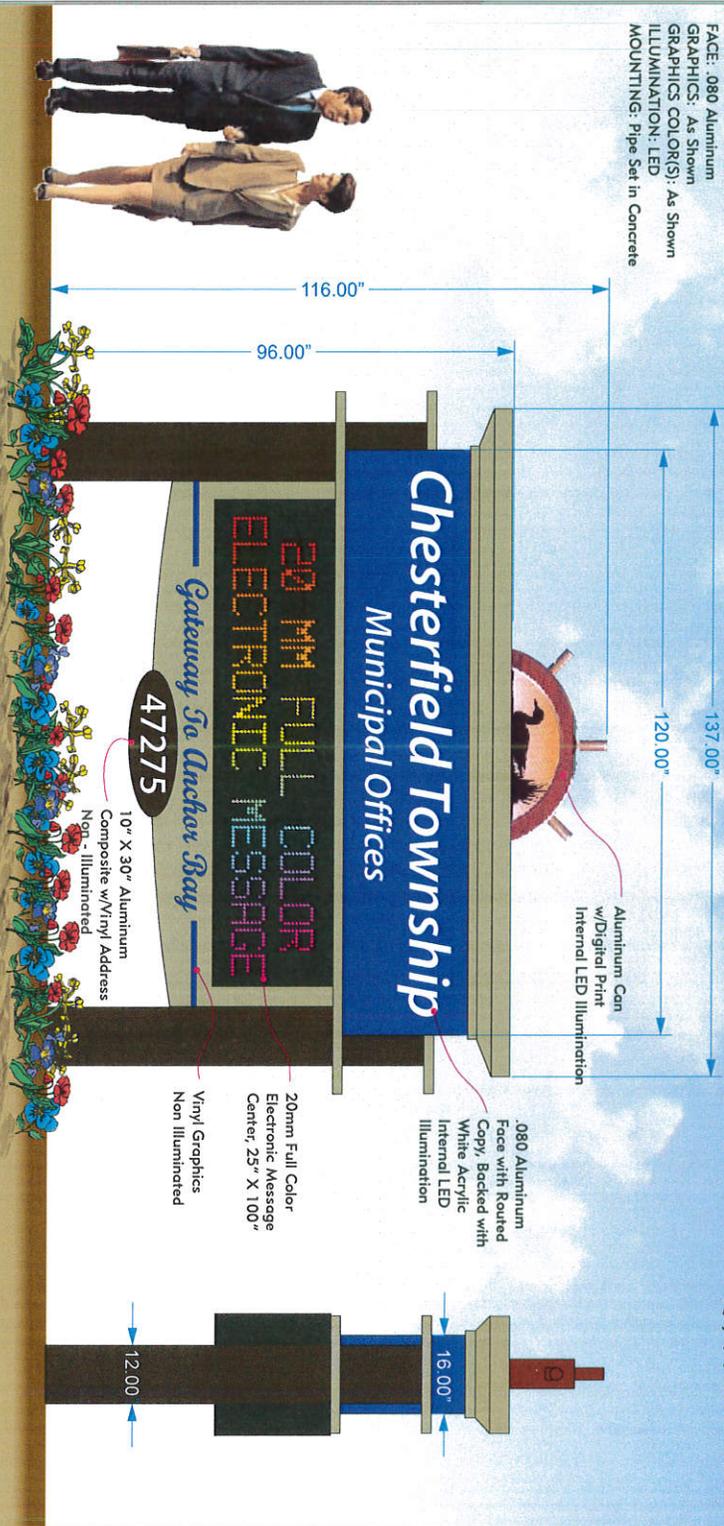
Thank you for the opportunity to bid. MLS Signs inc.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by	Date	Amt. Paid Today
-----------	------	-----------------

Qty: (1) Double Sided

MATERIAL: Aluminum  
 BACKGROUND COLOR: As Shown  
 FACE: .080 Aluminum  
 GRAPHICS: As Shown  
 GRAPHICS COLOR(S): As Shown  
 ILLUMINATION: LED  
 MOUNTING: Pipe Set in Concrete



# Monument Sign

Qty (1) Double Sided

Folder Name: X:\Comps 16\Chesterfield Township - Ground Sign\Drawings

THIS DRAWING IS PROVIDED AS AN INDICATIVE CONCEPTUAL REPRESENTATION OF THE PROPOSED PROJECT. IT IS NOT TO BE USED FOR PERMITS, CONTRACTS, OR ANY OTHER LEGAL DOCUMENTS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ORIGINAL DESIGNER.

W/C#	#	H	l	r	d
Customer's Signature					
Date					
Time: 10 20 30 40 50 60/90 60 90 120 150					
Scale:	1/2" = 1'				
Designer:	Cathy Gatz				
Date:	1/25/16				
Revision #:	0				

25733 19 Street Court  
 CHESTERFIELD, MI 48051  
 Ph: 586-948-0200 Fax: 586-948-0200

**UL**  
 Underwriters Laboratories Inc.  
 M.S. 9999 Rev. 2005

# Agenda Item # E

*CIC to the  
ON next agenda  
2-23-16  
wh.*

## EMPLOYMENT AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Charter Township of Chesterfield, a Michigan municipal corporation ("Township") whose address is 47275 Sugarbush Road, Chesterfield, Michigan 48047 and Bradley A. Kersten ("Employee") whose address is \_\_\_\_\_

### WITNESSETH:

**WHEREAS**, Township has offered and Employee has accepted the position of Police Chief with the Charter Township of Chesterfield Police Department; and

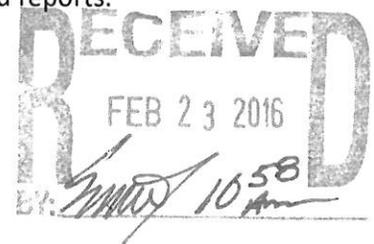
**WHEREAS**, Township and Employee desire to set for the terms and conditions which will govern Employee's employment with Township.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Township and Employee agree as follows;

#### **1. DUTIES**

Employee shall be responsible for the administration and operation of the Chesterfield Township Police Department. The day-to-day duties of the Police Chief include, but are not limited to:

- a. Development, review and approval of Departmental policies, procedures and plans.
- b. Formulation, recommendation and implementation of Department priorities, goals and objectives.
- c. Consultation with Township Supervisor and Board of Trustees on administrative matters as well as legislation and Department policies.
- d. Identification of community Police Department priorities and the development and implementation of programs to achieve those priorities.
- e. Planning, implementation and direction of Township emergency service programs in cooperation with applicable federal, state and local agencies.
- f. Enforcement of federal, state and local laws, ordinances and standards.
- g. Development of policies and procedures to ensure that confidentiality, records retention and reporting requirements are satisfied.
- h. Analysis, oversight and preparation of Police Department records and reports.



- i. Attendance at Township Board meetings as required. Employee shall act as the technical advisor on Police Department issues and present written and/or oral reports and recommendations to the Township Supervisor and Township Board.
- j. Oversight for the development of required training programs for the Police Department.
- k. Establishment and maintenance of cooperative working relationships with other police departments and community leaders.
- l. Assessment of Police Department needs and recommendations for the purchase of equipment, including preparing bid specifications for police equipment.
- m. Assumption of responsibility for the overall supervision, direction, evaluation, training and recruitment of Police Department personnel. Employee shall provide effective and positive motivational leadership to Department personnel.
- n. Preparation of Police Department annual budget in collaboration with Township Supervisor, Finance Director and Township Board. Employee shall control and monitor expenses within the budget as well as identify sources for grants and recommend applications as appropriate.
- o. Work collaboratively with other Township departments to ensure consistent and comprehensive services to the citizens of the Township.
- p. Perform other duties as required or assigned by the Township Supervisor and Township Board.

**2. HOURS OF WORK**

It is expected that Employee will perform his duties during normal business hours, Monday through Friday. Normal business hours shall mean forty (40) hours per week, 8:00 a.m. – 4:30 p.m. The parties recognize that Employee’s duties will occasionally require Employee to perform duties during irregular or extending hours exceeding the normal work day. Employee will perform other duties as required or assigned by the Township Supervisor and Township Board.

**3. COMPENSATION**

Township agrees to pay Employee compensation which shall consist of two components: salary and longevity pay. During the term of this Agreement, Township shall pay Employee an annual salary of \$98,880. The annual compensation is as follows:

February 2016 to February 2017	\$98,880
February 2017 to February 2018	\$98,880
February 2018 to February 2019	\$98,880

February 2019 to February 2020     \$98,880

February 2020 to February 2021     \$98,880

In addition to an annual salary, Township shall pay Employee an annual longevity payment in November of each year equal to six (6%) percent of Employee's annual salary. In the event Employee's employment is terminated, prior to February 28 of any employment year, the longevity payment shall be prorated based upon the number of days actually worked by Employee.

**4. EMPLOYMENT BENEFITS**

In addition to Employee's compensation, as set forth in Paragraph 3 of this Agreement, Employee shall receive the following benefits:

**A. VACATIONS**

Employee shall earn and receive five (5) weeks' vacation annually. Unused vacation days will be paid to Employee in January of each year.

**B. PERSONAL LEAVE**

Employee shall be entitled to seven (7) personal leave days each year. In the event Employee does not utilize all of his personal days during a given calendar year, those days shall be deemed forfeited.

**C. HEALTH CARE INSURANCE**

Employee shall receive those health care benefits set forth in Article XXII of the Command Officers CBA.

**D. LIFE INSURANCE**

Employee shall be entitled to the same life insurance set forth in Article XXII, Section 5 of the Command Officers CBA.

**E. SICKNESS AND ACCIDENT INSURANCE**

Employee shall be entitled to the same sickness and accident insurance coverage set forth in Article XXII, Section 6 of the Command Officers CBA.

**F. SICK DAYS**

Employee shall receive thirteen (13) sick days per calendar year. Employee shall be paid for unused sick leave in accordance with Article XXII, Sections 7 and 8 of the Command Officers CBA.

**G. CONFERENCES**

Employee shall be permitted to attend the International Police Chiefs' Conference, so long as the Conference is held in the continental United States. Employee shall be reimbursed for all

expenses attributable to his attendance at the Conference in accordance with applicable Township policies and Township Board approval.

**H. TOWNSHIP VEHICLE**

Employee shall have full use of a Township-owned vehicle, equipped with emergency lights and siren. Although Employee shall be permitted to take the vehicle home, use of the vehicle is strictly limited to the performance of Employee's duties as Chief of Police and shall not be utilized for personal use.

**I. CELLULAR TELEPHONE**

Employee shall be provided with a cellular telephone by Township.

**J. RETIREMENT**

Employee shall be entitled to all retirement benefits set forth in Article XXII of the Command Officers CBA. All retirement benefits which Employee has earned and which have accrued during his employment with Township are not affected by the terms of this Agreement.

**K. UNIFORMS**

The Employer shall be responsible for payment of all uniform cleaning services and Employee will receive a \$650.00 a year clothing allowance.

**5. AT-WILL EMPLOYMENT**

The employment of the Employee is for no definite period and may, regardless of the time and manner of payment of wages and salary, be terminated at any time, either by the employee or Township, with or without cause, and upon thirty days (30) written notice.

**6. TERMINATION FROM EMPLOYMENT**

Consistent with Employee's status as an at-will Employee, the parties acknowledge that Employer may terminate the employment relationship at any time and without cause. Employer acknowledges, however that any termination of Employee from employment must comply with applicable statutory and constitutional provisions, both state and federal. The parties are desirous of avoiding the potential for any litigation in the event Employer terminates the employment relationship. Consistent with that desire, the parties expressly agree that Employee shall have the option, in his sole discretion, to execute a Release of All Claims in favor of Employer within thirty (30) days of termination from employment. The intent of the Release is to waive any actual or potential claims that Employee may have against the Employer, its agents and employees as of the date of termination. In consideration for execution of such a Release, Employer shall pay Employee an amount equal to one (1) year's salary at the rate in effect at the time of termination. In such an event, Employee shall be responsible for the payment of all taxes and shall be provided a FORM 1099 from Employer.

In the event Employee chooses not to exercise the option to sign the Release and accept payment as set forth in this paragraph six (6), Employer shall be under no obligation to pay Employee any severance compensation and Employee shall retain any remedies provided by law.

**7. DUTY RELATED LEGAL ACTION**

Employee shall receive the same benefits set forth in Article XXVII of the Command Officers CBA relating to any claims or causes of action asserted against Employee in connection with the performance of his duties under the terms of this Agreement.

**8. MODIFICATION OF AGREEMENT**

Modifications of this Agreement shall be of no force or effect unless first approved by the Township Board of Trustees and contained in a written document signed by Township Supervisor, Clerk and Employee. Any modification to this Agreement shall be attached to the Agreement and maintained in Employee's personnel file.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of Employee's employment with Township, and all prior or contemporaneous agreements or understandings with respect hereto shall be deemed merged into this Agreement.

**10. GOVERNING LAW**

This Agreement and performance hereunder shall be, in all respects, governed and interpreted by the laws of the State of Michigan.

**11. 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 the Agreement.

**12. NOTICE**

Any notice required to be given in writing under this Agreement shall be deemed given when personally delivered, or when mailed to the other party by prepaid certified mail at the address specified for each party herein, or at such other address as shall herein after be designated by written notice of either party.



## Agenda Item # *F*

February 26, 2016

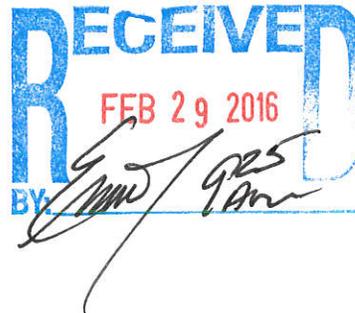
Dear Honorable Board Members,

I am recommending to the Township Board the appointment of Brian Carr to the Zoning Board of Appeals. His letter of intent is attached. His term will expire in June 2019.

Your support would be appreciated.

Yours truly,

Michael E. Lovelock, Supervisor  
Chesterfield Township



Michael Lovelock  
Supervisor  
Chesterfield Township

Mr. Lovelock,

I am writing to express my interest in becoming a representative on the Chesterfield Township Planning Board. I have been a resident of Chesterfield Township since January 2001 with my wife Christa and our four children; Savannah 17, Brian Jr. 15, Megan 13 and Hunter 10. We spent our first 12 years in Heatherwood Subdivision and three years ago we built our final home on Point Lakeview Drive; solidifying our commitment to this community. In addition to residing in the community, I have been a volunteer coach with the Parks and Recreation department since 2006. I have coached both in the baseball and basketball programs.

I have extensive experience in planning, design and construction. I hold a Bachelors and Master's degree in Architecture from Lawrence Technological University. I am a certified project management professional with my PMP certification from the Project Management Institute. I began my career as a designer at Albert Kahn and Associates responsible for the successful design of Industrial and Healthcare architecture. I have held multiple positions in design and management for planning and construction at both Chrysler and the US Army. Currently I am a Senior Project Manager for DTE Energy; headquartered in Detroit. I am currently responsible for all gas compression and transmission construction in southeast Michigan with a program budget of \$250MM. In my position I am responsible for the management of all planning, design and construction requirements.

I care very deeply for this community and share your vision for its potential and long term growth. I am confident I would be an excellent representative for the community; bringing extensive experience, education and commitment to the position.

Please let me know if you have any questions or would like to discuss my interest any further.

I look forward to hearing from you soon.

Sincerely,

Brian A. Carr

Email: [bcarr34@att.net](mailto:bcarr34@att.net)

Cell: 586-549-4771

*48889 Point Lakeview*



Utility Financial Solutions, LLC

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## Agenda Item # 6

**Specializing in cost of service studies, unbundling studies, competitive rate designs, financial projections and special financial**



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### Water

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#### WATER UTILITY SERVICES

##### Cost of Service Study

A cost of service study will provide the fixed and variable costs required to service each customer class of the water facility and compare actual cost with current revenues anticipated by each customer class serviced. A cost of service study will provide:

- Identification of any need for new rate classes such as:
  - Evaluation of the need and value in adding a new class of service to large customer categories
  - Developing rates for customers with multiple locations within a city's water service territory to adjust for the diversity between accounts and using this data to develop a "Campus Billing" rate
- Unbundled cost components necessary to identify appropriate water rates for customers taking service at various service levels
- Water wheeling rates that are determined using the unbundled cost of service results
- Time of Use rates using the cost of service and the unbundled cost results to determine seasonal rates that can encourage water conservation

##### Rate Design Model

Following the cost of service study, UFS will propose adjustments to current customer charges with an agreed rate increase that works each customer towards cost of service.

- UFS will provide a summary of the proposed rate adjustment by customer class and its affect on projected revenues
- UFS will develop a detailed report that will identify impact to each customer class at several levels of usage

##### Financial Projection

UFS will develop a long-term financial planning model to identify current (test year) and future utility revenue requirements over a five year planning horizon. The model will be flexible and will provide the following:

- Provide timing options for rate adjustments
- Project future sales to customers and corresponding revenue
- Project changes in water supply costs
- Develop a pro-forma income statement and statement of cash flows
- Key Financial targets will be provided for the following targets:



March 2, 2016

Mr. Michael Lovelock  
Chesterfield Township

Dear Mr. Lovelock:

Listed below is the engagement letter to complete a water cost of service study, financial projection and rate design for Chesterfield Township. The letter includes a listing of the services provided and the fees to complete the study. Please call me if you have any questions on the scope of services.

### **Scope of Services – Cost of Service Study**

#### **Verify Data and Scope Objectives**

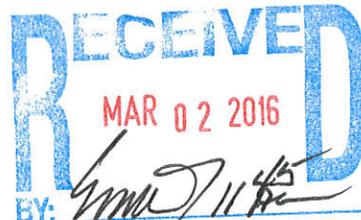
The specific objectives are as follows:

- Clarify the scope of services and specific expectations of management at the initial kick-off teleconference
- Review billing system capabilities for providing the information necessary for the cost of service analysis
- Gain an understanding of types of customers and current rate structure
- Gain an understanding of future water costs and capital improvements
- Gain an understanding of any wholesale water contracts

#### **Preparation of Data Request**

Based on discussion with Township management and staff, we will prepare an information request that will include the necessary information to complete the study:

- Customer billing and usage statistics by month for latest fiscal year
- Monthly production statistics from Water Departments
- Trial balances for previous two years and audit reports for last five years
- Fixed assets schedules
- Debt service schedules
- Current work-in-process and future capital improvement plans
- Copies of rate schedules and special contracts



## **Water Department Expense Projection**

Revenue requirements will be projected for future years based on actual data adjusted for anticipated capital improvements and changes in labor, benefits, supplies, and electricity. We will project the utilities revenue requirements for a five-year period based on certain assumptions such as inflation, anticipated changes in costs, additional debt issuances, capital improvements, and additional costs related to sales growth. A detailed cost projection will be completed balancing water purchases with retail sales and system losses.

## **Water Department Sales Growth Projection**

Customer usages will be projected based on historical growth rates adjusted for high or low usages on a yearly basis. Water sales can fluctuate substantially based on weather and has varying affects on each customer classes' usage. Customer growth rates and usage patterns will be normalized and projected for future years.

## **Development of Cost of Service Analysis – Water Department**

UFS will conduct the cost of service study on the accrual basis and well as conduct a cash flow analysis. Consistent with AWWA's "Manual of Water Supply Practices" we will conduct an analysis to isolate cost by customer class. We will model appropriate customer classes based on our preliminary discussion with management. The cost of service analysis will be based on the methodology identified below, unless management prefers an alternative methodology.

- 1) Component Costs - The cost to provide service using the Base-Extra Capacity Method as described by AWWA's Manual of Water Supply Practices. This method divides the cost of water purchases into two main cost categories:
  - a) Base costs – those costs that vary with quantity of water used
  - b) Extra-capacity – the costs associated with meeting water time-of-use requirements in excess of average usage on a projected hourly and daily basis

Under this method, costs are further allocated between customer classes and public fire protection.

- 2) Functional Costs - Identification of the cost to provide water to customers separated by service component:
  - a. Production – Includes cost to purchase water under wholesale contracts
  - b. Transmission - Identification of costs related to capacity, maintenance and operation of the transmission system
  - c. Distribution - Cost to deliver water from transmission system to customer
  - d. Customer-related costs: Separation of costs for billing, meter reading, meter O&M, customer services, and others as defined by management

## **Allocation Factors – Water Department**

A critical part of the cost of service study is the development of allocator's from customer classes' usage patterns. The allocators are used to allocate the fixed capacity costs, semi-variable operating costs, variable chemicals and power, and customer-related costs. The characteristics modeled will include total water used, peak day, customer billing, metering, and services requirements. We will review internal billing statistics for average day and peak month information.

## **Water Rate Design and Revenue Proof**

A five-year rate track of anticipated rate changes will be projected. We will work with utility management and Township Board in design of water rates for customers for a one-year period. We will proof the revenues based on projected billing parameters to help ensure the rates are sufficient to meet utility revenue requirements. We will identify the potential rate impact to utility customers at various usage levels.

## **Scope of Services - Financial Projection**

**(This section is included in the full cost of service scope, or can be chosen individually. See pricing on page 5)**

- Financial Projection and five-year rate track
  - a. Development of five year financial projection
  - b. Identification of anticipated five-year rate adjustment percentages
  - c. Identification of projected debt coverage ratios
  - d. Minimum cash reserve for the utility to maintain
  - e. Identification of target operating income
- Rate Design for one year
  - a. Impact of rate designs at various usage levels within each class
  - b. Movement of rate toward cost of service
    - i. If a full cost of service study is not approved in this engagement, UFS will use industry standards to help work the customer charge toward appropriate levels and typical rate structures. The Township recently completed a cost of service study which UFS can review the results and determine if the information can be used as a guide.
- Executive Summary
  - a. Report identifying process and results of study
- Presentation to Management and the Board of Directors/City Council in one meeting
  - a. Presentation of results
  - b. Presentation on financial targets and how to consider looking at costs
  - c. Input from Board/Council on rate adjustments and movement toward cost of service

## Deliverables Under “Scope of Service - Cost of Service Study”

- 1) Water Cost of Service Study
- 2) Five Year financial projection with key targets of:
  - A. Operating Income
  - B. Minimum Cash Reserve
  - C. Debt Coverage Ratio
- 3) Five-Year Rate Track Percentages
- 4) Rate design for one-year
- 5) Revenue proof of proposed rates
- 6) Executive Summary Report for Township Management and Board
- 7) Presentation to Board (One on-site presentation)

## Deliverables Under “Scope of Services - Financial Projection”

- 1) Executive Summary for Township
- 2) Five Year financial projection with key targets of:
  - A. Operating Income
  - B. Minimum Cash Reserve
  - C. Debt Coverage Ratio
- 3) Five-Year Rate Track Percentages
- 4) Rate design for one-year
- 5) Revenue proof of proposed rates
- 6) Executive Summary Report for Township Management and Board
- 7) Presentation to Board (One on-site presentation)

## Project Fees –

**Water Cost of Service, Financial Projection and One-Year Rate Design** \$ 14,500

\*Includes one on-site presentation jointly for water and wastewater (out of pockets are not included and billed at actual)

**The following pricing is INCLUDED in the COS pricing above. This Section is if the utility chooses the Financial Projection only:**

**Water Financial Projection, Five-Year Rate Track Percent and One Year Rate Design** \$ 9,500

\*Includes one on-site presentation jointly for water and wastewater (out of pockets are not included and billed at actual)

### Yearly Update Pricing:

**Some Clients choose to update the financial projection yearly:**

**Water Financial Projection, Five-Year Rate Track Percent and One Year Rate Design Update** \$5,500

\*Pricing does not include on-site visits and is valid through June 1, 2017

We are available for additional services, including on-site presentations, as requested at the following hourly rates:

	<u>Hourly Rate</u>
President	\$ 290.00
Vice-President	\$ 230.00
Staff	\$ 210.00 – 95.00

All out of pockets are billed at actual. Travel is billed at half the billing rates listed above.

Thank you for this opportunity to provide this quote. If you are in agreement with the above stated scope of services and fees, please sign below and return. Please call with any questions or concerns.

Sincerely,

Utility Financial Solutions

Dawn Lund  
Vice-President UFS

\*\*\*\*\*

Accepted By: \_\_\_\_\_

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



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**Specializing in cost of service studies, unbundling studies, competitive rate designs, financial projections and special financial**



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## Wastewater

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### WASTEWATER UTILITY SERVICES

#### Cost of Service Study

A cost of service study will provide the fixed and variable costs required to service each customer class of the wastewater facility and compare actual cost with current revenues anticipated by each customer class serviced. A cost of service study will provide:

- Identification of any need for new rate classes such as:
  - Evaluation of the need and value in adding a new class of service to large customer categories that contribute to the wastewater treatment facility
  - Developing rates for customers with multiple locations within a city's wastewater service territory to adjust for the diversity between accounts and using this data to develop a "Campus Billing" rate
- Unbundled cost components necessary to identify appropriate water rates for customers taking service at various service levels
- Wastewater wheeling rates that are determined using the unbundled cost of service results
- Time of Use rates using the cost of service and the unbundled cost results

#### Rate Design Model

Following the cost of service study, UFS will propose adjustments to current customer charges with an agreed rate increase that works each customer towards cost of service.

- UFS will provide a summary of the proposed rate adjustment by customer class and its affect on projected revenues
- UFS will develop a detailed report that will identify impact to each customer class at several levels of usage

#### Financial Projection

UFS will develop a long-term financial planning model to identify current (test year) and future utility revenue requirements over a five year planning horizon. The model will be flexible and will provide the following:

- Provide timing options for rate changes
- Project future sales to customers and corresponding revenue
- Project changes in wastewater supply costs
- Develop a pro-forma income statement and statement of cash flows



March 2, 2016

Mr. Michael Lovelock  
Chesterfield Township

Dear Mr. Lovelock:

Listed below is the engagement letter to wastewater cost of service study, financial projection and rate design for Chesterfield Township. The letter includes a listing of the services provided and the fees to complete the study. Please call me if you have any questions on the scope of services.

### **Scope of Services – Cost of Service Study**

#### **Verify Data and Scope Objectives**

The specific objectives are as follows:

- Clarify the scope of services and specific expectations of management at the initial kick-off teleconference
- Review billing system capabilities for providing the information necessary for the cost of service analysis
- Gain an understanding of types of customers and current rate structure
- Gain an understanding of future wastewater costs and capital improvements
- Gain an understanding of any wholesale wastewater contracts

#### **Preparation of Data Request**

Based on discussion with Township management and staff, we will prepare an information request that will include the necessary information to complete the study:

- Customer billing and usage statistics by month for latest fiscal year
- Monthly treatment statistics the Wastewater Department
- Trial balances for previous two years and audit reports for last five years
- Fixed assets schedules
- Debt service schedules
- Current work-in-process and future capital improvement plans
- Copies of rate schedules and special contracts



### **Expense Projection – Wastewater Department**

Revenue requirements will be projected for a five-year period using actual expenses and rate base, the revenue requirements will be adjusted for anticipated capital additions and changes in labor, benefits, supplies, chemicals, electricity and incorporate potential debt service into the analysis. Expenses will be projected based on certain assumptions such as inflation and growth.

### **Sales Growth Projection – Wastewater Department**

The number of customers and billing units will be projected based on historical growth rates adjusted for high or low usages on a yearly basis. We will discuss with management any significant changes in the number or amount of usage for large industrial customers. Sales will be projected over the five year planning period.

### **Allocation Factors – Wastewater Department**

Expense categories will be analyzed and reviewed to determine an appropriate allocation factor. The allocation factor will be developed based on cost causation and allocated to each billing parameter. The allocation factors developed include peaking factors, flow characteristics, and customer related costs.

### **Wastewater Rate Design and Revenue Proof**

A five-year rate track of anticipated rate changes will be projected. We will work with utility management and Township Board in design of wastewater rates for customers for a one-year period. We will proof the revenues based on projected billing parameters to help ensure the rates are sufficient to meet utility revenue requirements. We will identify the potential rate impact to utility customers at various usage levels.

## **Scope of Services - Financial Projection**

**(This section is included in the full cost of service scope, or can be chosen individually. See pricing on page 5)**

- Financial Projection and five-year rate track
  - a. Development of five year financial projection
  - b. Identification of anticipated five-year rate adjustment percentages
  - c. Identification of projected debt coverage ratios
  - d. Minimum cash reserve for the utility to maintain
  - e. Identification of target operating income
- Rate Design for one year
  - a. Impact of rate designs at various usage levels within each class
  - b. Movement of rate toward cost of service
    - i. If a full cost of service study is not approved in this engagement, UFS will use industry standards to help work the customer charge toward appropriate levels and typical rate structures. The Township recently completed a cost of service study which UFS can review the results and determine if the information can be used as a guide.
- Executive Summary
  - a. Report identifying process and results of study

- Presentation to Management and the Board of Directors/City Council in one meeting
  - a. Presentation of results
  - b. Presentation on financial targets and how to consider looking at costs
  - c. Input from Board/Council on rate adjustments and movement toward cost of service

### **Deliverables Under “Scope of Service - Cost of Service Study”**

- 1) Wastewater Cost of Service Study
- 2) Five Year financial projection with key targets of:
  - A. Operating Income
  - B. Minimum Cash Reserve
  - C. Debt Coverage Ratio
- 3) Five-Year Rate Track Percentages
- 4) Rate design for one-year
- 5) Revenue proof of proposed rates
- 6) Executive Summary Report for Township Management and Board
- 7) Presentation to Board (One on-site presentation)

### **Deliverables Under “Scope of Services - Financial Projection”**

- 1) Executive Summary for Township
- 2) Five Year financial projection with key targets of:
  - A. Operating Income
  - B. Minimum Cash Reserve
  - C. Debt Coverage Ratio
- 3) Five-Year Rate Track Percentages
- 4) Rate design for one-year
- 5) Revenue proof of proposed rates
- 6) Executive Summary Report for Township Management and Board
- 7) Presentation to Board (One on-site presentation)

### **Project Fees –**

**Wastewater Cost of Service, Financial Projection and One-Year Rate Design** \$ 14,500

\*Includes one on-site presentation jointly for water and wastewater (out of pockets are not included and billed at actual)

**The following pricing is INCLUDED in the COS pricing above. This section is if the utility chooses the Financial Projection only:**

Wastewater Financial Projection, Five-Year Rate Track Percent and One Year Rate Design \$ 9,500

\*Includes one on-site presentation jointly for water and wastewater (out of pockets are not included and billed at actual)

#### **Yearly Update Pricing:**

**Some Clients choose to update the financial projection yearly:**

Wastewater Financial Projection, Five-Year Rate Track Percent and One Year Rate Design Update \$5,500

\*Pricing does not include on-site visits and is valid through June 1, 2017

We are available for additional services, including on-site presentations, as requested at the following hourly rates:

	<u>Hourly Rate</u>
President	\$ 290.00
Vice-President	\$ 230.00
Staff	\$ 210.00 – 95.00

All out of pockets are billed at actual. Travel is billed at half the billing rates listed above.

Thank you for this opportunity to provide this quote. If you are in agreement with the above stated scope of services and fees, please sign below and return. Please call with any questions or concerns.

Sincerely,

Utility Financial Solutions

Dawn Lund  
Vice-President UFS

\*\*\*\*\*

Accepted By: \_\_\_\_\_

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

OK to put on agenda

**Lovelock, Michael**

---

**From:** Hoepfner, Bob <BHoepfner@RCMCWeb.org>  
**Sent:** Tuesday, March 01, 2016 11:03 AM  
**To:** Lovelock, Michael  
**Subject:** FW: Drive on Jefferson

Agenda Item # *A*

Robert P. Hoepfner, P.E., Director  
Macomb County Department of Roads

**From:** Hoepfner, Bob  
**Sent:** Wednesday, December 02, 2015 9:11 AM  
**To:** 'Gordon Wilson'  
**Cc:** Schell, Walter; Blanchard, Robert  
**Subject:** Drive on Jefferson

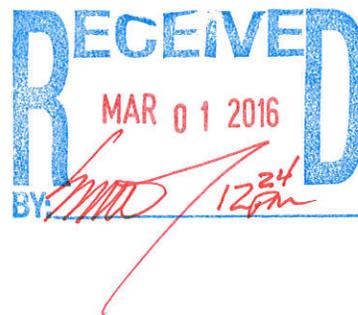
Gordie

DOR can pave the approach, 6" HMA, to the boat launch for \$25,000 under our paving program. This assumes that Chesterfield will do all site work including installing the culvert and landscaping.

Robert P. Hoepfner, P.E., Director  
Macomb County Department of Roads  
117 South Groesbeck Highway  
Mount Clemens, MI 48043  
586.463.8671

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## Agenda Item # *I*

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

**TO:** Honorable Board Members

**FROM:** Chris Galatis, Parks and Recreation Director

**DATE:** March 2, 2016

**RE:** Agenda Request – March 7, 2016  
Approval of Authorization to apply for Michigan Natural Resources Trust Fund Grant

---

The Parks and Recreation Department is seeking Township Board approval to submit a development grant to the Michigan Natural Resources Trust Fund for the Webber Paddling Park. The amount we will be requesting from the Trust Fund will be \$265,000 with a match of at least 25% will need to come from General Fund, Force Account Labor/Materials and other grant funding. It is my recommendation to submit a match of 30% to allow us to score better on the grant. Below is a breakdown matching funds for the grant:

General Fund (Chesterfield Township Contribution): \$45,000  
Force Account Labor/Materials: \$15,000  
Other Grants: \$54,000

Grant Amount Requested: \$265,000  
Total Match: \$114,000 or 30%  
Total Project Cost: \$379,000

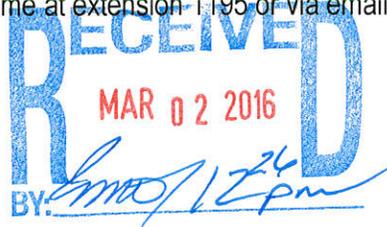
If we are awarded this grant the monies will be utilized to purchase and install an accessible fishing pier, pavilion, mounted bathrooms, storage structure, signage, permits/surveys, picnic tables, develop parking lots, walkways and drives.

As part of this grant we are also requesting a public hearing be scheduled for the March 21<sup>st</sup> Board Meeting as a requirement of the grant process with a Board Resolution to submit the grant being done at the same meeting on the 21<sup>st</sup>.

Once the project is completed the Webber Paddling Park will be completely developed and allow public access to the Salt River.

Should you have any questions regarding this please feel free to contact me at extension 1195 or via email at [cgalatis@chesterfieldtp.org](mailto:cgalatis@chesterfieldtp.org)

Thank you.



# Agenda Item # J

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

**TO:** Honorable Board Members

**FROM:** Chris Galatis, Parks and Recreation Director

**DATE:** March 2, 2016

**RE:** Public Hearing - March 21<sup>st</sup> Board Meeting  
Michigan Natural Resources Trust Fund Grant - Webber Paddling Park

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The Parks and Recreation Department would like to request a public hearing to be set for the March 21<sup>st</sup> meeting of the Chesterfield Township Board, 7PM. This public hearing will discuss the Michigan Natural Resources Trust Fund Grant for the Webber Paddling Park. It is a grant for the development of the Webber Paddling Park located at 49239 Jefferson. This park will provide public access to the Salt River and Lake St. Clair via kayaks, canoes, or other non-motorized vessels. The public will have an opportunity to review the current plan at the Parks and Recreation Department or on the following websites: [parks.chesterfieldtwp.org](http://parks.chesterfieldtwp.org) or [chesterfieldtwp.org](http://chesterfieldtwp.org) as of March 9<sup>th</sup>. E-mail or other written comments will be accepted until 4PM on March 17. Send your written comments to:

Chesterfield Township Parks and Recreation  
47275 Sugarbush, Chesterfield, MI 48047  
Email: [cgalatis@chesterfieldtwp.org](mailto:cgalatis@chesterfieldtwp.org)

This Notice of Public Hearing will need to appear as an advertisement in the Voice Newspaper on or before March 11<sup>th</sup>. Thank you for your assistance with this request.

