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

June 20, 2016
7:00 P.M.

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PRESENTATION:

   2016 mParks Community Service Award to Storytellers Church

5. **CONSENT AGENDA:** All items under the Consent Agenda are considered routine by the Board and will be enacted in one motion. There is no separate discussion of these items. If discussion of any item(s) is required by a Board Member, it will be removed from the Consent Agenda and considered separately. Public comments on the Consent Agenda items are permitted.

   A) Approval of the Agenda (with Addendum if necessary).
   B) Approval of the Minutes of the Regular Board Meeting of June 6, 2016 and the Special Board Meeting of June 7, 2016.
   C) Approval of the Payment of Bills as submitted by the Finance Department.

6. REGULAR AGENDA:

   A) Adopt Ordinance No. 160, amending Zoning Ordinance Chapter 76 prohibiting certain temporary structures and authorize final publication.

   B) Set a Public Hearing for July 5, 2016 at 7pm to hear comments on a request from Schaller Corporation to establish an Industrial Development District (IDD) located at 52000 Chesterfield Rd, Parcel 09-17-101-005.

   C) Set a Public Hearing for July 5, 2016 at 7pm to hear comments on an application for an Industrial Facilities Exemption Certificate (IFEC) for real property submitted by Schaller Corporation located at 52000 Chesterfield Rd.

   D) Approve the Planning Commission's recommendation for Chesterfield Hotel Suites, Special Land Use No. 2015-11 located at 45255 Market Place Blvd.

E) Approve a request from the Code Enforcement Division to seek a resolution regarding a blight violation at 48138 Sugarbush and authorize the township attorney to pursue in Circuit Court.

F) Approve the Supervisor's recommendation to re-appoint Keith Nelson to the Parks and Recreation Commission with his term expiring June, 2019.

G) Approve Dick's Sporting Goods' request for a Outdoor Merchandising Permit variance for a 20' x 60' tent at 50580 Waterside Dr. from June 24, 2016 through July 10, 2016.

H) Approve a request from the Parks and Recreation Department to award the Pollard Park Baseball replacement fencing contract to Future Fence for a total of $30,020.00.

I) Approve a request from the Parks and Recreation Department to award the Pollard Park perimeter fencing contract to KB Contracting for a total of $20,879.75.

J) Approve a request from the Parks and Recreation Department to contract with Hamlin Pub to provide Concession Services during the 2016 Arts and Music Festival.

K) Approve Arteeza Enterprises Inc.'s request for a Vending License Permit variance for a 20' x 30' tent at 50900 Gratiot Ave. for the sale of fireworks from June 23, 2016 through July 4, 2016.

L) Approve the Supervisor's request to extend a conditional offer of employment to Jonathon Palin as the township's Planning and Zoning Administrator.

M) Approve the Supervisor's request to contract with Amistee Air Duct Cleaning to clean air handling units, ductwork and vents at the municipal building for a total cost of $27,450.00.

N) Set a Public Hearing for July 5, 2016 at 7 p.m. to hear comments concerning the estimate of cost and expense of providing Police protection as determined by the Township Board and also on the distribution of the existing Special Assessment levy for said Police protection as approved by the voters in 1996.

O) Approve the Mobilitie, LLC METRO ACT permit request for its proposed new utility infrastructure facilities.

P) Approve an agreement between the Charter Township of Chesterfield and Chesterfield Real Estate Enterprises, LLC.

7. **ADDENDUM: (If Necessary)**

8. **PUBLIC COMMENTS: (Five-Minute Time Limits)**

9. BOARD COMMENTS:

10. ADJOURNMENT

NEXT REGULAR BOARD MEETING IS TUESDAY, JULY 5, 2016 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY, JUNE 29, 2016. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 949-0400 EXT. 5.

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: June 16, 2016

Dec to parks agenda 6-14-16

Presentation

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

TO: Honorable Board Members

FROM: Chris Galatis, Parks and Recreation Director

DATE: June 14, 2016

RE: Agenda Request – June 20, 2016
Presentation of 2016 mParks Community Service Award to Storytellers Church

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The Parks and Recreation Department is pleased to present the 2016 mParks (Michigan Recreation and Park Association) Community Service Award to Storytellers Church and Pastor Bryan Ball.

Chesterfield Parks & Recreation has many generous supporters in our community, but perhaps none are as enthusiastic as Storytellers Church. Not only does the church sponsor our programs with monetary donations but its leadership and members are always willing to lend a hand at our programs and special events. Their people have families and full time jobs, yet somehow they make time to help in their community.

The success of our Arts & Music Festival was due in large part to the legion of Storytellers volunteers. Many of those same people can be seen at our Halloween and Easter events, and their eagerness to take on any task necessary has quickly established Storytellers as the heart of those holiday gatherings.

Storytellers Church brings a crew of adults that is willing to set up before an event, clean up afterwards, dress up as costumed characters and just about anything in between. They give of themselves to benefit the children of Chesterfield, and in doing so they help us build strong families with active lifestyles.

They are the epitome of reliability and they go above and beyond in everything they do, which includes helping other organizations and events throughout the community. These folks are kind and generous and with their help we can do anything. Chesterfield Township and its recreation programs are better because of Storytellers Church contributions and because of that; it is our pleasure to award Pastor Bryan Ball and Storytellers Church for the 2016 mParks Community Service Award.

We kindly ask that this item be placed at the beginning of the meeting to allow for the presentation of the award to this group.

Should you have any questions regarding this please feel free to contact me at extension 1195 or via email at cgalatis@chesterfieldtwp.org

Thank you.

RECEIVED
JUN 14 2016
BY:

DEDICATION • SERVICE • COMMITMENT

mParks

COMMUNITY SERVICE AWARDS

mParks
PROFESSIONAL RECOGNITION COMMITTEE

Kyle Langlois, CPRP- Committee Chair
Sterling Heights Parks and Recreation

Sal DiCaro, CPRP
Macomb Township Parks and Recreation

Darrin Duistermars
Holland Township Parks and Recreation

Kae Eidson, CPRP
Grand Blanc Parks and Recreation

Portia Fields-Anderson, CPRP, CTRS
Pontiac

Ken Grybel II
SELCRA

Brett Kaschinske, CPRP
Lansing Parks and Recreation

Carla Scruggs
Saline Parks and Recreation

Derek Smith, CPRP
Past President, SELCRA

Linda Walter, CPRP
Michigan DNR

Wendy Wilmers-Longpre
City of East Lansing Parks, Recreation & Arts

A special thank you to the entire staff at the Hannah Community Center for hosting the Community Service Awards!

mParks
Michigan Recreation & Park Association
1213 Center Street, Suite B
Lansing, MI 48909
517.485.9888
www.mparks.org

Photos courtesy of Huron-Clinton Metroparks, Lansing Parks and Recreation and Oakland County Parks

WELCOME TO THE

DEDICATION • SERVICE • COMMITMENT

mParks

COMMUNITY SERVICE AWARDS

Presented by mParks - the Michigan Recreation & Park Association

APRIL 20, 2016

Welcome and Introductions
Sean Fletcher, mParks President
Kyle Langlois, mParks Professional Recognition Committee Chair

Presentation of Youth Sports Award
Sean Fletcher, mParks President

Presentation of Margaret Whitehead Senior Award
Sean Fletcher, mParks President

Presentation of Community Service Awards
mParks Professional Recognition Committee Members

mParks
Michigan Recreation & Park Association

COMMUNITYSERVICEAWARDS

DEDICATION • SERVICE • COMMITMENT

"WE MAKE A LIVING BY WHAT WE GET, BUT WE MAKE A LIFE BY WHAT WE GIVE."
-WINSTON CHURCHILL

mParks

THIS YEAR'S COMMUNITY SERVICE AWARDS ARE GIVEN TO THE FOLLOWING GROUPS, ORGANIZATIONS AND INDIVIDUALS FOR THEIR ONGOING AND TIRELESS COMMITMENT TO PARKS AND RECREATION PROGRAMS AND SERVICES IN THEIR COMMUNITIES.

MARGARET WHITEHEAD SENIOR OF THE YEAR FOR LEADERSHIP

Gail Bargerstock, City of Dearborn Heights

OUTSTANDING YOUTH SPORTS COACH

Michael Harrison, Oxford Parks and Recreation

COMMUNITY SERVICE AWARDS

Equestrian Friends of Big Oaks
Michigan DNR

Carol Egbo
Oakland County Parks and Recreation

Queenie Hawkins-Jones
City of Pontiac

Tim Horton's Cafe and Bake Shop
Lansing Parks and Recreation

Friends of Macomb Township
Macomb Township Parks and Recreation

Friends of Hoeft State Park
Michigan DNR

Michigan State University Extension - Oakland County Market
Oakland County Parks and Recreation

Russ Hicks
City of Eaton Rapids

Positive Results Downtown Saginaw
City of Saginaw

Theodore Prokop
Grosse Pointe Woods

Waterloo Natural History Association
Michigan DNR

Wolverine Sports and Conservation Club
Livonia Parks & Recreation

Storytellers Church
Chesterfield Township Parks & Recreation

Stockbridge Area Wellness Coalition
Chelsea Wellness Center

Gary Beaudoin
East Lansing Parks, Recreation and Arts

Roscommon Metropolitan Recreation Authority
Michigan DNR

Oakland County Sheriff's Office Parks Unit
Oakland County Parks and Recreation

Kindercare Learning Center
Sterling Heights Parks & Recreation

Novi Youth Baseball League (NYBL)
Novi Parks, Recreation & Cultural Services

Deanne Bedner
Huron Clinton Metroparks

Ted & Kay Biela
Warren Parks & Recreation

Friends of Grand Haven State Park
Michigan DNR

Oakland Township Parks and Recreation Commissioners:
David Mackley: 1984 - 2016
Colleen Barkham: 1988 - 2016
Alice Tomboulian: 1993 - 2016
Joe Peruzzi: 1999 - 2016
Oakland Township Parks and Recreation

Friends of Fox Park Public Observatory
Eaton County Parks and Recreation

Paula Schaffner - Saline District Library
Saline Parks and Recreation

Galaxy Recreation/Michigan Cricket
City of Pontiac

Kathleen Kelso
Michigan DNR

Mike Dougherty
Oakland County Parks and Recreation

The Emergency Food Assistance Program
Canton Leisure Services

Friends of Hoyt Park
City of Saginaw

Lake Trust Credit Union - Eric Ozanich
Lansing Parks and Recreation

Dr. Deanna van Dijk
Michigan DNR

International Order of the Alhambra, Denia Caravan
Oakland County Parks and Recreation

Adam Bertram
DeWitt Area Recreation Authority

DEDICATION • SERVICE • COMMITMENT
mParks
COMMUNITYSERVICEAWARDS

Consent Agenda Item # B

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

June 6, 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, 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**

Supervisor Lovelock and Trustee Anderson presented Master Sergeant Steve Ratchford from the Anchor Bay High School Junior Air Force ROTC program with a plaque in gratitude for his years of service and coordinating the weekly presentation of colors prior to the township board meetings. **PRESENTATIONS**

Motion by Berry, supported by Anderson to: **4A)** Approve the Agenda as submitted with three addendums. **6A)** Approval of the Lottivue Riverside Development agreement, **6B** Approval of an Outdoor Merchandising Permit. **6C)** Presentation from the Water and Sewer Rates Advisory Board. **4B)** Approve the Minutes of the May 16, 2016 Regular Board meeting. **4C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:
Ayes: Berry, Anderson, Joseph, Bell, DeMuynck, Hartman, Lovelock
Nays: None
MOTION CARRIED

Motion by Lovelock, supported by Berry to approve introduction and first publication of Ordinance No. 160, amending Zoning Ordinance Chapter 76, prohibiting certain temporary structures. **MOTION TO APPROVE FIRST PUBLICATION FOR ORD. 160 TEMPORARY STRUCTURES /APPROVED**

Roll Call Vote:
Ayes: Lovelock, Berry, Anderson, Joseph, Bell, DeMuynck, Hartman
Nays: None
MOTION CARRIED

Motion by Lovelock, supported by Hartman to approve the Telephone Committee's request to purchase two Fax Servers from HI-Tech for a total cost of $8,317.72.
Roll Call Vote:
Ayes: Lovelock, Hartman, Anderson, Joseph, Bell, DeMuynck, Berry
Nays: None
MOTION CARRIED

MOTION TO APPROVE PURCHASE OF TWO FAX SERVERS/APPROVED

Motion by Lovelock, supported by Berry to approve payment of annual (July 1, 2016-June 30, 2017) dues to the Michigan Township Association (MTA) in the amount of $6,309.78.
Roll Call Vote:
Ayes: Lovelock, Berry, Anderson, Joseph, Bell, DeMuynck, Hartman
Nays: None
MOTION CARRIED

MOTION TO APPROVE ANNUAL DUES TO MTA/APPROVED

Motion by DeMuynck, supported by Bell to deny Arteeza Enterprises Inc.'s request for a Vending License Permit variance for a 30' x 30' tent at 50900 Gratiot Ave. for the sale of fireworks from June 23, 2016 through July 4, 2016 based on the comments from the Fire Department and the failure to submit a complete diagram.
Roll Call Vote:
Ayes: DeMuynck, Bell, Anderson, Joseph, Hartman, Lovelock, Berry
Nays: None
MOTION CARRIED

MOTION TO DENY A VENDING LICENSE TO ARTEEZA ENTERPRISES INC./APPROVED

Motion by Berry, supported by Hartman to approve a request to transfer ownership of a Class C Liquor License located at 51070 Foster, Strawberry Fields, from Robert Halaas, to Phillip Georges.
Roll Call Vote:
Ayes: Berry, Hartman, Anderson, Joseph, Bell, DeMuynck, Lovelock
Nays: None
MOTION CARRIED

MOTION TO APPROVE A CLASS C LIQUOR LICENSE TRANSFER FOR STRAWBERRY FIELDS/APPROVED

Motion by Lovelock, supported by Joseph to approve the Supervisor's request to award a contract to Adjacent Technologies to install fiber cabling for the new telephone system at a total cost of $16,784.50.
Roll Call Vote:
Ayes: Lovelock, Joseph, Anderson, DeMuynck, Bell, Hartman, Berry
Nays: None
MOTION CARRIED

MOTION TO APPROVE THE INSTALLATION OF FIBER CABLING FOR THE NEW TELEPHONE SYSTEM/APPROVED

Motion by Lovelock, supported by DeMuynck to approve the Lottivue Riverside Development Agreement.
Roll Call Vote:
Ayes: Lovelock, DeMuynck, Anderson, Joseph, Hartman, Berry
Nays: Bell
MOTION CARRIED

MOTION TO APPROVE THE LOTTIVUE RIVERSIDE AGREEMENT /APPROVED

Motion by DeMuynck, supported by Lovelock to approve ABC Warehouse's request for an Outdoor Merchandising Permit for a a 20' x 40' tent at 51600 Gratiot from June 19, 2016 through June 25, 2016.
Roll Call Vote:
Ayes: DeMuynck, Lovelock, Anderson, Joseph, Bell, Hartman, Berry
Nays: None
MOTION CARRIED

MOTION TO APPROVE A TENT FOR ABC WAREHOUSE /APPROVED

Trustee Joseph requested that his report on behalf of the Water and Sewer Rates Advisory Board be formally given at a later Board meeting after their June 23, 2016 meeting.

Joe Miller, Joan Crowley, and Rita Richards addressed the board. **PUBLIC COMMENTS**

Motion by Lovelock, supported by Berry to adjourn the meeting at 7:53pm. **ADJOURNMENT**
Ayes: All
Nays: None

Cindy Berry, Clerk Michael Lovelock, Supervisor

Consent Agenda Item # B

PROPOSED MINUTES OF THE SPCIAL BOARD MEETING
OF
THE CHARTER TOWNSHIP OF CHESTERFIELD

June 7, 2016

The meeting was called to order by Supervisor Lovelock at 5:00 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, DeMuynck, Joseph (5:08pm)
Also Present:	Pam Hill from Plante Moran

PUBLIC COMMENTS

Paul Lafata addressed the board.

ADJOURNMENT

Motion by Lovelock, supported by DeMuynck to adjourn the meeting at 6:30pm.
Ayes: All
Nays: None

Cindy Berry, Clerk

Michael Lovelock, Supervisor

Schaller Corporation

METAL FORMING & ASSEMBLY TECHNOLOGIES

49495 GRATIOT AVE. • CHESTERFIELD, MI 48051-2523 • U.S.A.
PHONE: (586) 949-6000 • • • FAX: (586) 949-1651
WWW.SCHALLERGROUP.COM

Agenda Item # B

May 26, 2016

Mr. Michael Lovelock, Township Supervisor
And Township Board
47275 Sugarbush Road
Chesterfield, MI 48047

Dear Mr. Lovelock and Township Board:

Schaller Corporation, the company, hereby informs the Township of Chesterfield, Michigan, of its intention to file an application for the establishment of an Industrial Development District, (IDD) under the provisions of PA 198 of 1974, as amended at 52000 Chesterfield road, Chesterfield Township, MI. (Parcel ID number 09-17-101-005). The IDD will be created for the benefit of Schaller Corporation in its desire to apply and secure from the Township of Chesterfield, of an Industrial Facilities Tax Exemption also approved through the State of Michigan, and then receipt of a Tax Exemption certificate for real property improvements.

Schaller has been a corporate citizen with headquarters in Chesterfield Township since 1978, and is active in automotive, aerospace and commercial industries. The company has 5 plants located in Chesterfield Township. It is the company's intention to invest an estimated $ $13,982,960 in real and personal property in the facility's building expansion in the Chesterfield road facility which will increase productivity and expand its' footprint in the township.

Of this amount $3,982,960 will be invested in the expansion of the building by an additional 55,000 square feet for manufacturing space. The investment amount of $10,000,000 will be utilized for additional machinery and equipment. In addition, this investment will result in the retention of 10 jobs at this site and the creation of 30 new jobs over the next two years.

Following submission of the IDD application, the company looks forward to addressing at a Public Hearing, any questions that you or the public has, regarding this project. If you have any questions or concerns in the interim, please contact me at 586-469-6000.

Sincerely,

Richard A. Schaller, Schaller Corporation

RECEIVED
JUN 03 2016
BY: 3:44 PM

CC: Camille Silda, Project Coordinator, Macomb County Planning and Economic Development Department

Schaller Corporation

LEGAL DESCRIPTION

52000 Chesterfield Rd.
Chesterfield, MI 48051

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 09-17-101-005

Legal Description:

T3N R14E SEC 17; BEING PT OF THE NW 1/4 OF SEC 17 DESC AS; COMM AT A PT 840.34 FT S89*14'04"E ALG THE N LINE OF SEC 17, ALSO BEING THE CNT LINE 24 MILE RD, FR THE NW COR SEC 17 TO POB; TH EXT S89*14'04"E 525.86 FT; TH S01*25'19"E 819.54 FT ALG THE W'LY LINE OF LOT 1 OF SP NO 18 AS RECORDED IN LIBER 18 OF PLATS ON PAGE 45 MCR; TH N85*32'14"E 601.72 FT, ALG THE S'LY LINE OF SD LOT 1; TH S27*36'51"W 2647.48 FT ALG THE NW'LY LINE OF R R R.O.W.; TH N58*59'22"W 838.35 FT TO THE W 1/4 COR OF SEC 17, TH N00*51'38"W 1481.16 FT ALG THE W LINE OF SEC 17, ALSO BEING THE CNT LINE OF CHESTERFIELD RD, TH N89*08'22"E 840.00 FT; TH N00*51'38"W 1200.00 FT TO POB 69.68 AC RESERVING EASEMENTS OF RECORD. FROM 009-017-101-002 & 003 8/16/99.

AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF MACOMB)

I, Michelle Kemp, after being first duly sworn, depose and that I forwarded a copy of the attached letter to the applicant, the Chesterfield Township Assessor, and the Legislative body of the following taxing units on July 5, 2016.

Macomb County Board of Commissioners
Chairman of the Board
2nd Floor Court Bldg.
Mt. Clemens, Mi. 48043

L'anse Creuse Schools
Chairman, Board of Education
36727 Jefferson
Harrison Twp., MI 48045

Huron Clinton Metropolitan Authority
13000 High Ridge Dr
Box 2001
Brighton, Mi. 48116

Charter Township of Chesterfield
47275 Sugarbush Road
Chesterfield, Mi 48047

Macomb County Community College
14500 Twelve Mile Road
Warren, MI 48093

Schaller Corp
52000 Chesterfield RD.
Chesterfield, MI 48051

Macomb Intermediate School District
Education Service Center
44001 Garfield
Macomb, Mi. 48044

Further Dependent Saith Not

Subscribed and sworn to before me
This _____ day of_____, 2016.

_____
Michelle Kemp, Notary Public
Macomb County, Michigan
My Commission Expires: 11-06-16

Michigan Department of Treasury
1012 (Rev. 04-14), Page 1 of 4

RECEIVED
JUN 03 2016
BY:

Agenda Item # C

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility)	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
Schaller Corporation	336370	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▸ 1d. City/Township/Village (indicate which)	▸ 1e. County
52000 Chesterfield Rd	Chesterfield Twp.	Macomb
▸ 2. Type of Approval Requested	▸ 3a. School District where facility is located	▸ 3b. School Code
[X] New (Sec. 2(5)) [ ] Transfer [ ] Speculative Building (Sec. 3(8)) [ ] Rehabilitation (Sec. 3(6)) [ ] Research and Development (Sec. 2(10)) [ ] Increase/Amendment	L'anse Creuse	50140
	4. Amount of years requested for exemption (1-12 Years)	
	12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Company is expanding the facility another 56,000 sq/ft to have capacity for new automotive, aerospace and commercial projects. They are investing $10,000,000.00 in machinary and equipment in the expanded facility. The purpose of this request is to ask for consideration to keep cost competitive, more efficient and grow as a global supplier.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ $ 3,982,960.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ $ 0 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $ 3,982,960.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▸	11/1/2016	11/1/2018	▸ [X] Owned	[ ] Leased
Personal Property Improvements ▸			▸ [ ] Owned	[ ] Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. [ ] Yes [X] No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion.
10	30

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	N/A
b. TV of Personal Property (excluding inventory)	
c. Total TV	

▸ 12a. Check the type of District the facility is located in:

[X] Industrial Development District [ ] Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit)	▸ 12c. Is this application for a speculative building (Sec. 3(8))?
	[ ] Yes [X] No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Scott Mullica	586-405-9163	586-949-1651	smullica@schallergroup.com
14a. Name of Contact Person	**14b. Telephone Number**	**14c. Fax Number**	**14d. E-mail Address**
Scott Mullica	586-405-9163	586-949-1651	smullica@schallergroup.com
▶ 15a. Name of Company Officer (No Authorized Agents)			
Richard A. Schaller			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
		586-949-1651	5-26-16
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
49495 Gratiot Ave, Chesterfield Twp., MI 48051		586-949-6000	rschaller@schallergroup.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY

▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A

ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE

Schaller Corporation
52000 Chesterfield Rd.
Chesterfield, MI 48051

COST OF LAND IMPROVEMENTS	Estimated Installation Date	Cost
Excavating/Grading/Underground	11/1/2016	$153,600
Pavement - Exterior	8/1/2017	$288,000
Footings	12/1/2016	$279,040
Landscaping/Lawn Sprinkler System	9/1/2017	$10,000
TOTAL COST		**$730,640**

COST OF BUILDING	Estimated Installation Date	Cost
Construction Documents (Plans), Design & Engineering	10/1/2016	$102,000
Interior Concrete Floor	4/1/2017	$435,200
Interior Office Buildout	n/a	$0
Shop Office Buildout	n/a	$0
Exterior Glazing including Door & Hardware	6/1/2017	$53,760
Masonry/Limestone	2/1/2017	$134,400
Steel	1/1/2017	$1,075,200
Roof	4/1/2017	$358,400
Siding	3/1/2017	$371,200
Fire Suppression/Detection	5/1/2017	$113,920
Painting/Wallpaper	7/1/2017	$102,400
HVAC Heating & Cooling	5/1/2017	$74,240
Electrical	5/1/2017	$281,600
Overhead & Oversight		$150,000
TOTAL COST		**$3,252,320**

GRAND TOTAL: REAL PROPERTY - $
$3,982,960

47275 Sugarbush • Chesterfield Twp., MI 48047

June 1, 2016

Chesterfield Hotel Suites, Inc.
31100 Stephenson Highway
Madison Heights, MI 48071

Agenda Item # D

Bud Designs & Engineering Services, Inc.
10775 S. Saginaw Ste. B
Grand Blanc, MI 48439

Re: Special Land Use #2015-11

This letter is to confirm that at their regularly scheduled meeting February 23, 2016, the Chesterfield Township Planning Commission recommended approval for the Township Board for Chesterfield Hotel Suites, Special Land Use#2015-11, located at 45255 Market Place Blvd., Chesterfield, MI 48051.

Mr. Meagher stated that the PUD for this area included four lots that were appropriate for a hotel and the request is to allow a hotel on a site which was previously shown as part of a community shopping center west of Marketplace. He stated that they had a couple of minor comments with regard to clarifying the maximum height of the building and maximum height of the architectural features but at this point the board would like to move to close the public hearing and vote tonight due to the fact the gentleman had been in front of them multiple times already.

Sincerely,

Paul Miller - Sng

Paul Miller, Planning Commission Chairman

RECEIVED
JUN 02 2016
BY:

Phone: (586) 949-0400 Fax: (586) 949-4108
Michael Lovelock - *Supervisor* • Cindy Berry - *Clerk* • Linda Hartman - *Treasurer*
Trustees: Hank Anderson • Christine Bell • Brian Scott DeMuynck • David Joseph

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

February 23, 2016

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

Re: Chesterfield Hotel Suites
PUD Site Plan #2015-11

Dear Commission Members:

The applicant is requesting to amend the PUD and Site Plan approval for a hotel located on Market Place Blvd.

Findings:

1. The amended ECR states a change to allow for the maximum height to exceed 45 feet. The maximum height shall be stated.

2. In addition to the comment above, the maximum height for architectural features is left blank. This shall also be stated in the approved amendment.

Recommendation:
Standard procedure would be to table this item until the following meeting to allow the applicant to address the concerns noted above as well as address concerns from other review agents.

Respectfully,

COMMUNITY PLANNING & MANAGEMENT, P.C.

Patrick S. Meagher, AICP
Planning Consultant

30464 Twenty-Three Mile Road ▪ Chesterfield Township, MI 48047
Phone: 586.416.2740 ▪ Fax: 586.416.2750 ▪ www.cpmpc.com

4. SUB COMMITTEE REPORT (Committee will report on items under Review)

5. PUBLIC HEARINGS:

A. PUD-SITE PLAN #2015-11: Chesterfield Hotel Suites, Inc., 31100 Stephenson Hwy., Madison Heights, MI 48071. Proposed Towne Place Suites Hotel located at 45255 Market Place Blvd. Public Hearing set January 26, 2016 to amend PUD.

Mr. Meagher stated that the PUD for this area included four lots that were appropriate for a hotel and the request is to allow a hotel on a site which was previously shown as part of a community shopping center west of Marketplace. He stated that they had a couple of minor comments with regard to clarifying the maximum height of the building and maximum height of the architectural features. He explained that right now there is a blank space left for that in the paperwork.

Motion by Mr. Miller to open the Public Hearing

Supported by Mr. Alexie

Ayes: All

Nays: None **Motion Carried**

James Terbrueggen, 10775 S. Saginaw St., Grand Blanc, MI addressed the board.

Applicant stated that he was representing Bud Engineering. He mentioned that he has been in front of the board on this a few times already and he had been trying to get everything in order. He stated that he can get them the information for the height of the building and the architectural features. He related that he would call them tomorrow with that information.

Mr. Meagher stated that he assumed that the maximum height would be 45', but it was just the wording was not clear in the document.

Applicant reiterated that he would call them tomorrow with that information.

There were no Public Comments.

There were no comments from the Commissioners.

Mr. Miller verified that this was just for the site plan and PUD agreement?

Applicant replied yes.

Motion by Mr. Miller to close the Public Hearing

Supported by Mr. DeMuynck

Ayes: All

Nays: None **Motion Carried**

Mr. Miller stated that normal procedure would be to wait and vote on this in two weeks.

Mr. LaBelle requested that they vote on it this evening because this gentleman has been in front of them multiple times.

The Commissioners were polled and they all agreed to vote on it that evening.

Motion by Mr. LaBelle to approve PUD Site Plan # 2015-11 contingent upon the CPM's recommendations for the two height clarifications.

Supported by Mr. Alexie

Ayes: All

Nays: None **Motion Carried**

B. **PUD #2016-03 PRE-APPLICATION FOR THE WOODLANDS: JVC Development, 44250 Garfield, MI., 48036 – Discussion phase for PUD containing 21 single family lots located on the east side of Gratiot, south of 22 Mile Road. Public Hearing set on January 26, 2016**

Motion by Mr. Miller to open the Public Hearing

Supported by Mr. Stabile

Ayes: All

Nays: None **Motion Carried**

Gary Gendernalik, 52624 Laurel Oak Lane, Chesterfield, MI addressed the board.

Ok to file on Next agenda.

MEMO

TO: MR. MIKE LOVELOCK
CHESTERFIELD TOWNSHIP SUPERVISOR

FROM: NANCY WELSCH
CODE/ZONING ENFORCEMENT OFFICER

Agenda Item # E

DATE: **JUNE 03, 2016**

RE: VIOLATION OF CHESTERFIELD TOWNSHIP ORDINANCE SEC. #34-61
BLIGHT AT 48138 SUGARBUSH
(ROBERT FOURNIER)

Mr. Lovelock:

I am requesting approval from the Township Board to have the Township attorney pursue the following case to Circuit Court for resolution.

I have issued 7 letters for blight
6-18-03, 6-01-04, 11-22-04, 04-08-05, 8-21-08, 5-05-09, and 12-15-15.
I have issued 4 tickets on 4-08-05, 9-17-13, 10-27-14, and 6-18-15, to the above mentioned defendant for blight.
Not one of these cases have been adjudicated at the 42-2 District Court. I have been getting considerable pressure from other law-abiding residents inquiring as to how this is allowed to continue.

I believe that pursuing this case in Circuit Court will be the quickest and only way to conclude this case. I would be glad to answer any questions you may have in regards to this situation.

I am also enclosing pictures of this property in violation.

Thank you for your consideration in this matter.

Sincerely,

Nancy Welsch
Code Enforcement Officer

RECEIVED
JUN 07 2016
BY: 3 PM

BLIGHTEnforcement | E031816

Property Information

09-21-451-011 48138 SUGARBUSH Subdivision:

CHESTERFIELD MI, 48047-0000 Lot: Block:

Name Information

Owner: FOURNIER, ROBERT Phone:

Occupant: Phone:

Filer: Phone:

Enforcement Information

Date Filed: 06/18/2003 Date Closed: 09/30/2003 Status: CLOSED

Complaint:

TRASH AND DEBRIS IN THE FRONT AND REAR YARD
COMPL. PH#949-8313

Comment

Last Action Date: 06/19/2003 Last Inspection:

Last Action:

TKT ISSUED AND LETTER SENT

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2003

BLIGHTEnforcement | E045038

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:		Phone:	

Enforcement Information

Date Filed:	06/01/2004	Date Closed:	06/01/2004	Status:	COMPLAINT LOGGED

Complaint:
COMPL. MRS. PEDRI REPORTS UNKEPT REAR YARD AND DEBRIS
H.O. 598-0895
Comment

Last Action Date: Last Inspection: 06/10/2004

Last Action:

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

Follow-up Inspection | NANCY WELSCH

Status:	Completed	Result:	Violation(s)
Scheduled:	06/10/2004	Completed:	06/10/2004

Comments:

FOLLOW-UP H.O. CALLED FOR A ONE WEEK EXTENSION.
APPROVED/NW

2004

BLIGHTEnforcement | E046737

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:
Occupant:	FOURNIER, ROBERT	Phone:
Filer:		Phone:

Enforcement Information

Date Filed: 11/22/2004 Date Closed: 01/01/1900 Status: COMPLAINT LOGGED

Complaint:

SAME COMPL. REPORTS BLIGHT ON BOTH PORCHES
H.O. WAS ADVISED THIS DATE AND GIVEN 30 DAYS TO COMPLY.

Comment

Last Action Date: Last Inspection:

Last Action:

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2004

BLIGHTEnforcement | E051058

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:		Phone:	

Enforcement Information

Date Filed: 04/08/2005 Date Closed: 04/08/2005 Status: VIOLATIONS

Complaint:

H.O. ROBERT FOURNIER 598-0895

Comment

Last Action Date: 04/08/2008 Last Inspection:

Last Action:

TKT ISSUED AND LETTER SENT

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2005

BLIGHT VEHICLEEnforcement | E082455

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:		Phone:	

Enforcement Information

Date Filed:	08/21/2008	Date Closed:	10/08/2008	Status:	COMPLAINT LOGGED

Complaint:

Comment

Last Action Date: 08/21/2008 Last Inspection:

Last Action:
LETTER SENT
Next Action Date:
Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2008

NOXIOUS WEEDSEnforcement | E082456

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:		Phone:	

Enforcement Information

Date Filed:	08/21/2008	Date Closed:	10/08/2008	Status:	COMPLAINT LOGGED

Complaint:

Comment

Last Action Date: 08/21/2008 Last Inspection:

Last Action:

LETTER SENT

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2008

BLIGHT & PROP MAINTEnforcement | E091032

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:		Phone:	

Enforcement Information

Date Filed: 05/05/2009 Date Closed: Status: VIOLATION ISSUED

Complaint:

LETTER FOR BLIGHT AND PROP MAINT

Comment

Last Action Date: 06/17/2009 Last Inspection:

Last Action:

FAX TO ATTY

Next Action Date: 6/24/2009 12:00:00 AM

Next Action

TAKEN TO CT

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2009

TICKETEnforcement | E131505

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:	
Occupant:	FOURNIER, ROBERT	Phone:	
Filer:	PEDRI, ERNEST & CATHERINE	Phone:	(586) 949 8313

Enforcement Information

Date Filed: 09/17/2013 Date Closed: Status: COMPLAINT LOGGED

Complaint:

BLIGHT

Comment

9-26-13 REC'D CALL FROM KIMBERLY PERELTA SAME HELPING PH#601-4027
PARELTA 19807 MAUER SCS 48080

Last Action Date: 09/17/2013 Last Inspection:

Last Action:

TKT ISSUED

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2013

GARAGE SALEEnforcement | E143543

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:
Occupant:	FOURNIER, ROBERT	Phone:
Filer:		Phone:

Enforcement Information

Date Filed: 10/27/2014 Date Closed: Status: COMPLAINT LOGGED

Complaint:

ITEMS PLACED NEAR STREET FOR SALE FOR INDEFINATE AMOUNT OF TIME

Comment

KIM PERALTA PH# 601-4027

Last Action Date: Last Inspection:

Last Action:

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2014

BLIGHTEnforcement | E143548

Property Information

09-21-451-011	48138 SUGARBUSH	Subdivision:	
	CHESTERFIELD MI, 48047-0000	Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:
Occupant:	FOURNIER, ROBERT	Phone:
Filer:		Phone:

Enforcement Information

Date Filed: 10/27/2014 Date Closed: Status: COMPLAINT LOGGED

Complaint:

Comment

ROBERT PH# 586-209-6314

Last Action Date: 06/18/2015 Last Inspection:

Last Action:

tkt snt

Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2019

BLIGHTEnforcement | E151775

Property Information

09-21-451-011	48138 SUGARBUSH CHESTERFIELD MI, 48047-0000	Subdivision: Lot:	Block:

Name Information

Owner:	FOURNIER, ROBERT	Phone:
Occupant:	FOURNIER, ROBERT	Phone:
Filer:		Phone:

Enforcement Information

Date Filed: 12/15/2015 Date Closed: Status: LOGGED

Complaint:

Comment

Last Action Date: Last Inspection:

Last Action:
PHOTOS
Next Action Date:

Next Action

Fee Summary

Total Fees	Total Paid	Balance Due
0.00	0.00	0.00

2015

47275 Sugarbush • Chesterfield Twp., MI 48047

Agenda Item # F

June 8, 2016

Dear Honorable Board Members,

I am recommending to the Township Board the reappointment of Keith Nelson to the Parks and Recreation Commission. 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

RECEIVED
JUN 07 2016

Phone: (586) 949-0400 Fax: (586) 949-4108
Michael Lovelock - *Supervisor* • Cindy Berry - *Clerk* • Linda Hartman - *Treasurer*
Trustees: Hank Anderson • Christine Bell • Brian Scott DeMuynck • David Joseph

June 6, 2016

Supervisor Lovelock,

I am writing to express my interest in serving another term on the Chesterfield Township Parks and Recreation Commission.

Since my appointment to the Commission in February 2012 I have found the experience to be very fulfilling and have thoroughly enjoyed being an active part of our great community.

I have coached in our baseball program for several years, and my family always has fun participating in our various programs and events.

I am excited about the direction of our Parks and Recreation Department and look forward to continue serving the residents of the township as a Commissioner.

Thank you for your consideration.

Sincerely,

Keith Nelson
34907 Wellington Ct.

cc: Chris Galatis, Director of Parks & Recreation

Agenda Item # G

CHARTER TOWNSHIP OF CHESTERFIELD

RECEIVED

OUTDOOR MERCHANDISING APPLICATION (ZONING ORD. 72-112 SEC. 225)

NOT TO EXCEED 28 DAYS PER CALENDAR YEAR

DATE: May 25, 2016 NAME OF APPLICANT/ORGANIZATION: Dick's Sporting Goods

PERSON CONDUCTING SALE: Lori Richards

DRIVER LICENSE # _____

BUSINESS ADDRESS: 50580 Waterside Dr (ADDRESS) Chesterfield Township (CITY) MI (STATE) 48051 (ZIP)

HOME ADDRESS: _____ (ADDRESS) _____ (CITY) _____ (STATE) _____ (ZIP)

VENDING MATERIAL PROPOSED: 20'x60' Tent w/Sides

NAMES OF PERSONS PARTICIPATING: Steve Mackey (Store Manager), Lori Richards (Sales Support Manager), Kathy Rabine (Soft Line Manager), Andrew Jesion (Hardline Manager) and all current Dick's Sporting Goods associates.

GENERAL LOCATION **(DRAWING REQUIRED):** Parking Lot (Drawing Attached)

TIME PERIOD FOR WHICH SALE IS REQUESTED: June 24, 2016 to July 10, 2016

WHO SHOULD WE CONTACT IF THERE ARE ANY QUESTIONS REGARDING YOUR APPLICATION?

NAME: Lori Richards or Candice Cusimano PHONE # 586-949-0760

ADDRESS: _____ (ADDRESS) _____ (CITY) _____ (STATE) _____ (ZIP)

OWNER APPLICANT: Lori Richards **APPLICANT:** YK

FOR OFFICE USE ONLY:

19/28 Total

DEPARTMENT APPROVAL-ZONING DEPARTMENT:

1 Day -

ZONING DISTRICT: _____ FRONTAGE ON ROAD: _____ FT.

VACANT _____ STRUCTURE _____

RECOMMENDATION: APPROVED: _____ DENIED: _____ BY: _____

REASON FOR DENIAL: _____

CLERK'S DEPARTMENT:

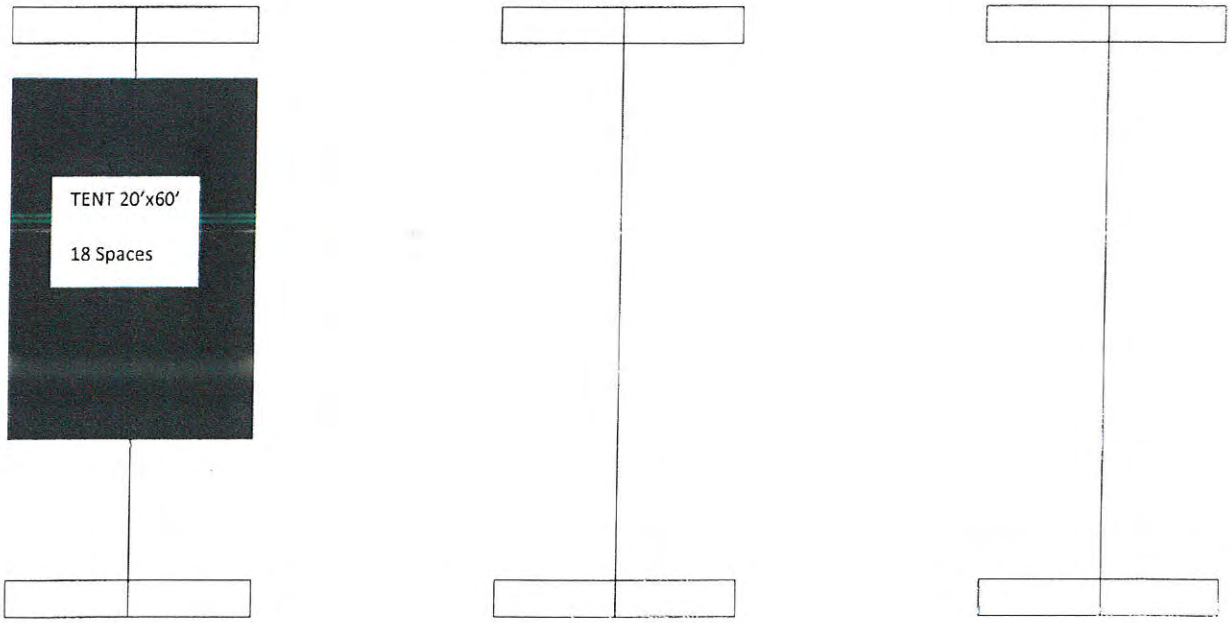
RECOMMENDATION: APPROVED _____ DENIED _____ BY _____

RECEIVED
JUN 13 2016
BY: 12:09

To Whom It May Concern,

My name is Lori Richards, and I am the Store Sale Support Manager at the Chesterfield Dick's Sporting Goods. I am writing in hopes of attaining a permit for a tent sale we are having June 24, 2016 to July 10, 2016. The tent will hold our clearance apparel, footwear and team sports equipment. During the event the items may be an additional percentage off the marked clearance price. As previously stated the event will run from June 24, 2016 to July 10, 2016. We would need one day before and after for put up and tear down. In total the tent would be up for 19 days from June 23, 2016 to July 11, 2016. The tent is set to go in the parking (the same location as the previous year); it will measure 20'x60' and will take up approximately 18 parking spaces on the east side of the parking lot. I have attached at drawing (not to scale) of the parking lot in conjunction to the location of the tent and our building. The tent sale will operate during normal business hours, 9:00am to 9:30pm, Monday through Saturday and 10am to 7:00pm on Sunday. There will be no electrical hook up needed in the tent nor will any food be served or processed.

Lori Richards
Sales Support Manager
Dick's Sporting Goods Chesterfield, MI
586-949-0760



I-94

N

Dick's Sporting Goods

file

FOR OFFICE USE ONLY

VENDING LICENSE & PERMIT REVIEW REQUEST

BUILDING DEPARTMENT

NAME OF APPLICANT: Dick's Sporting Goods
AGENDA DATE: _____

Zoning: C-2 Frontage on Road (ft.): 200

Check Appropriate Line: Vacant Property: _____ Improved Property: X

Recommendation: Approved: X Denied: _____

By: M. Wehk Date: 6-6-16

REASON FOR DENIAL: _____

_____

PERMITS REQUIRED? YES X NO _____

Date permits applied for if applicable:

Electrical X

Sign X

Tent X

Other/Explain _____

Once completed, please forward to Michelle Nizza at: mnizza@chesterfieldtwp.org in the Clerk's Office, any questions please call (586)-949-0400 X1103.

Rev. 4/2014

OK to Put on agenda

Agenda Item # H

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

TO: Honorable Board Members

FROM: Chris Galatis, Parks and Recreation Director

DATE: June 13, 2016

RE: Agenda Request – June 20, 2016
Approval to award Pollard Park Baseball Fencing to Future Fence

---

The Parks and Recreation Department put out an RFP to replace the fencing on the 4 baseball diamonds at Pollard Park. The contractor is required to remove 4640 feet the existing fencing and replace it with new silver cyclone fencing. The backstops will have 6 gauge fencing installed, while the rest of the fencing will be at 9 gauge.

Our Department is looking for Board approval to award the bid to Future Fence in the amount of $30,020. Below is the final breakdown of the bids we received:

Future Fence: $30,020
Zak Welding: $42,300
RMD Holdings: $46,846

This expenditure was budgeted for this year and will be coming out of the Capital Outlay #508-753-970.000

Should you have any questions regarding this please feel free to contact me at extension 1195 or via email at cgalatis@chesterfieldtwp.org

Thank you.

RECEIVED
JUN 13 2016
BY: 12:31 pm

Business Name	Price:	Materials:	Notes:
Future Fence	$30,020	Removal of exisiting fence 4400 ft 6ft 9 ga. 240ft 10ft 6 ga. 1.2 oz galvanized chain link	30 Day Price Quote
Zak Welding	$42,300	Removal of existing fence, All fencing 9 ga.	90 day Price Quote
RMD Holdings	$46,846	Removal of existing fence, No specification on gauge.	30 Day Price Quote

OK to Put on Agenda

Agenda Item # I

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

TO: Honorable Board Members

FROM: Chris Galatis, Parks and Recreation Director

DATE: June 13, 2016

RE: Agenda Request – June 20, 2016
Approval to award Pollard Park Fencing to KB Contracting

The Parks and Recreation Department put out an RFP for fencing to put in at Pollard Park near the property we purchased adjacent to the park per the purchase agreement with the property owners that needed to be completed by year's end. The fencing will be a 6ft high black vinyl coated fence that will match the current fencing near the front of the park. The fence will be 9 gauge, with 2 ½" posts, 1 5/8" top rail, 3" terminal posts and 6 gauge bottom tension wire.

Our Department is looking for Board approval to award the bid to the second lowest bidder which was KB Contracting in the amount of $20,879.75. The reason for selecting this company is their bid included the bottom tension wire and the quote was good until the project was completed. Ottawa Fence didn't include the bottom tension wire and their quote was only good for 10 days and the project wouldn't be completed in that time frame. Below is the final breakdown of the bids we received:

Ottawa Fence: $20,000
KB Contracting: $20,879.75
Sterling Fence: $24,375
Future Fence: $30,020
Zak Welding: $32,000
RMD Holdings: $33,975

This expenditure will be coming out of Park/Property Improvement #101-265-975.000

Should you have any questions regarding this please feel free to contact me at extension 1195 or via email at cgalatis@chesterfieldtwp.org

Thank you.

RECEIVED
JUN 1 9 2016
BY: 12:35 pm

Business Name	Price:	Materials:	Notes:
Ottawa Fence	$20,000	9 Ga. Core, 2 1/2" Posts, 1 5/8" Top Rail, 3" Terminal Posts	10 day price quote
KB Contracting	$20,879.75	9 Ga. Core, 2 1/2" Posts, 1 5/8" Top Rail, 3" Terminal Posts, Bottom Tension Wire 6 ga.	
Sterling Fence	$24,375.00	9 Ga. Core, 2 3/8" Posts, 1 5/8" Top Rail, 2 3/8" Terminal Posts	
Future Fence	$30,020	8 Ga. Core, 2 1/2" Posts, Top Rail, Bottom Tension Wire	30 Day Price Quote
Zak Welding	$32,000	No specifications lists	90 day Price Quote
RMD Holdings	$33,975	No specificiations lists	30 Day Price Quote

OK to put on Agenda

Agenda Item # J

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

TO: Honorable Board Members

FROM: Chris Galatis, Parks and Recreation Director

DATE: June 14, 2016

RE: Agenda Request – June 20, 2016
Contract Agreement with Hamlin Pub to provide Concession Services during Arts & Music Festival

---

The Parks and Recreation Department is seeking Township Board approval to enter into a contract agreement with Hamlin Pub to provide concession services during the Chesterfield Arts & Music Festival which will take place August 26-28 at Brandenburg Park.

In our inaugural year for the Arts & Music Festival Hamlin Pub partnered with us to help provide a wonderful festival experience for everyone who attended. Hamlin Pub was responsible for creating festival menu, all food/drink purchases, securing and paying all musical acts, securing alcohol permit, staffing, cooking, serving and promoting the festival utilizing their social media and advertising inside their restaurant. This year Hamlin Pub will do all the items listed above as well as purchase banners to hang over the roadway on Gratiot to further promote the event and provide additional musical acts and food service on Friday August 26 as a kickoff to the festival which wasn't done last year.

It is my recommendation to once again partner with Hamlin Pub to provide concession services for the 2016 Chesterfield Arts & Music Festival. Attached you'll find the contract agreement as well as a menu of food/drink options.

Should you have any questions regarding this please feel free to contact me at extension 1195 or via email at cgalatis@chesterfieldtwp.org

Thank you.

RECEIVED
JUN 14 2016
BY:

CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2016, 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").

W I T N E S S E T H:

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 2016 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 26, 2016 and terminating on August 28, 2016. 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 is 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 6:00 p.m. to 10:00 p.m. on Friday, August 26, 2016, 12:00 p.m. to 10:30 p.m. on Saturday, August 27, 2016 and from 12:00 p.m. to 6:00 p.m. on Sunday, August 28, 2016.

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 three 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 26, 2016 to August 28, 2016.

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:_____

Chesterfield Arts and Music Festival

Food and Beverage Menu

Food

Angus Burger

served with Chips, Pasta Salad or Cole Slaw

$8/tickets

Bratwurst (served w/ Peppers & Onions)

served with Chips, Pasta Salad or Cole Slaw

$7/tickets

BBQ Pork Sandwich

served with Chips, Pasta Salad or Cole Slaw

$9/tickets

Chicken Caesar Wrap

served with Chips, Pasta Salad or Cole Slaw

$9/tickets

Philly Cheesesteak

served with Chips, Pasta Salad or Cole Slaw

$10/tickets

Walking Taco

Doritos, Taco Meat, Melted Cheese, Shredded Lettuce, Sour Cream and Salsa

$10/tickets

Spinach and Artichoke Dip

Served with Tortilla Chips

$9/Tickets

Chips and Salsa

Served with Tortilla Chips

$5/Tickets

"Kids Menu"

3 Chicken Fingers or 2 Corn Dogs

Served with Chips

$6/Tickets

Ice Cream Sandwich

$3/Tickets

Beverages

16oz Domestic Draft $4/Tickets

16oz Craft Draft Beer $5/Tickets

Hard Cider, Hard Lemonade, Wine Coolers $5/Tickets

16oz Pepsi, Diet Pepsi, Mt Dew, Water $3/Tickets

Red Bull $3/Tickets

RECEIVED
JUN 14 2016
BY: 10:38 AM
Revised 6/8/16

"Redacted"

CHARTER TOWNSHIP OF CHESTERFIELD

VENDING LICENSE APPLICATION
"Fireworks"

Agenda Item #K

DATE: 5.24.16 LICENSE #: CT080516

RECEIVED
BY:

Name of Applicant or Organization: Arteeza Enterprises Inc

Name of Person Responsible: Rudy N Jarbo

Driver's License #: _____

Business Address: 46527 Shaftesbury lane Telephone # 586 604 5309

Home Address: _____ City _____ State _____ Zip _____

Names of Persons Participating: Rudy Jarbo

General Location of Vending: 50900 N Gratiot (23 + gratiot) ~~SE corner~~

Parcel Number or Address: 50900 N Gratiot SEE MAP.

Product(s) Description: ~~30 x 30~~ 20'x30' firework sales tent & siteplan.

Sales Tax License #: _____ 586 718 Triva Jarbo 9003 rtas0409@gmail.com

Dates of Vending: June 23 - July 4 2016

Note: Allowed a maximum of four (4) permits per year, per applicant, or location, for a maximum of three (3) days each).

Special seasonal commercial vending permits may be used for the sale of seasonal trees, wreaths and blankets. (USE THE BOX ON THE BACK OF THIS SHEET TO SHOW THE LOT SIZE, PARKING LOCATIONS & THE REQUIRED PERMIT NUMBERS). Permits shall be valid from Thanksgiving Day to December 31.

In the event of questions, the following person is to be contacted and is responsible for the site and vending:
Name: Rudy Jarbo Address:
Phone #: 586 604-5309

The undersigned has read, understands and agrees to comply with Chapter 18, Article III of the Charter Township of Chesterfield municipal code. Violation of any township code or ordinance may result in licenses or permits being suspended or revoked.

APPLICANT SIGNATURE: _____

OWNER SIGNATURE: [redacted]

*****NO VEHICLES, MERCHANDISE OR SIGNS ARE ALLOWED IN THE RIGHT OF WAYS*****

Return completed application and all other required documentation to: Chesterfield Township Clerk
47275 Sugarbush Rd., Chesterfield Twp. MI 48047 Phone: 586-949-0400 Fax: 586-949-4018

Rev.4/2014

June 08, 2016

Revised

RECEIVED
BY:

I, Rudy N Jarbo, DBA Arteeza Enterprises Inc. am requesting a board meeting to place an outdoor temporary (20ft x 30ft) tent structure for the sale of fireworks, located at 50900 N Gratiot Chesterfield, MI 48051 from June 23 - July 4, 2016.

Rudy N Jarbo
Arteeza Enterprises Inc

June 09, 2016

Chesterfield Commons Associates, LLC, have granted permission for Arteeza Enterprises to place and conduct sales in a firework tent on our premises from June 22-July 06, 2016. There will be no construction started during the duration of their time on our premises and will not begin until after the fact.

Chesterfield Commons Associates, LLC

Macomb County GIS

32900 GRATIOT AVE

RECEIVED
BY:

Revised Map + site plan.

file

FOR OFFICE USE ONLY

VENDING LICENSE & PERMIT REVIEW REQUEST

BUILDING DEPARTMENT

NAME OF APPLICANT: Antezza Enterprises Inc.
AGENDA DATE: 6-20-16

Zoning: C-2 Frontage on Road (ft.): 200

Check Appropriate Line: Vacant Property: _____ Improved Property: X

Recommendation: Approved: X Denied: _____

By: M. Welch Date: 5-31-16

REASON FOR DENIAL: _____

PERMITS REQUIRED? YES X NO _____

Date permits applied for if applicable:

Electrical X

Sign X

Tent X

Other/Explain _____

Once completed, please forward to Michelle Nizza at: mnizza@chesterfieldtwp.org in the Clerk's Office, any questions please call (586)-949-0400 X1103.

Rev. 4/2014

FOR OFFICE USE ONLY

VENDING LICENSE/PERMIT REVIEW REQUEST

FIRE DEPARTMENT.

NAME OF APPLICANT: Rudy N Jarbo, Arteeza EnterprisesInc

AGENDA DATE: June 20, 2016

SITE LOCATION: 50900 Gratiot (Motor Inn)

VENDING TIME: June 23, 2016 – July 4, 2016

Meets Fire Safety Regulations: Yes: XX No:

Comments: If approved shall get final approval for State of Michigan LARA.

Recommendations: Approved: XX Denied:

By: Richard Schroeder Date: June 9, 2016

REASON FOR DENIAL:

Once completed, please forward to Michelle Nizza at: mnizza@chesterfieldtwp.org in the Clerk's Office, any questions please call (586)-949-0400 X1103

OfficerID: Jgates, Narrative

May 25, 2016 @ 15:15 by Detective James Gates, Badge 9

CHTP Case #2016-9724 / VENDING LICENSE/PERMIT REVIEW

On this date, the CHTP was asked to review a temporary fireworks vending license application by the Clerk's Office. The applicant, Rudy Jarbo of Macomb Twp. is the owner of Arteeza Enterprises. He requests a license to sell commercial fireworks from a tent (30' x 30') to be erected in the front parking lot of the Chesterfield Motor Inn, on the southeast corner of Gratiot and 23 Mile Rd. The sale is for June 23 - July 4, 2016. Mr. Jarbo was checked with iChat and SOS with no objectionable results. The CHTP does not object to the granting of this permit. The request was signed on behalf of Chief Kersten and sent back to the Clerk's Office on this date. This Mr. Jarbo's second location in Chesterfield. The other site is at 33157-33195 23 Mile Rd.

James Gates Detective

2nd application

June 9, 2016 @ 09:00 by Detective James Gates, Badge 9 CHTP Case #2016-9724 / Second Application
On 6/6/16, the Township Board denied the request for a vending permit for fireworks sales to Arteeza Enterprises due to its proposed location at 50900 Gratiot, the site of the former Chesterfield Motor Inn. They intended to erect a 30' x 30' tent close to Gratiot Ave. that could have been on the County's right-of-way and could have created a distraction for drivers approaching a heavily used intersection with pedestrian traffic.
Arteeza Enterprises has amended its proposal and resubmitted an application for a vending license/permit. They now intend to erect a smaller 20' x 30' tent away from the Gratiot roadway and well within the property boundaries according to their site plan. This change satisfies the concerns of the Police Department as to elimination of a distraction for drivers. The matter was discussed with Chief Kersten. An approval was sent back to the Clerk's Office.
James Gates Detective, Badge 9

47275 Sugarbush • Chesterfield Twp., MI 48047

Agenda Item # L

June 14, 2016

Dear Honorable Board Members,

I am recommending to the board the approval of a conditional offer of employment to Mr. Jonathan Palin as the new Planning & Zoning Administrator. Mr. Palin would start this job on June 21, 2016.

Your consideration in this matter is appreciated.

Yours truly,

Michael E. Lovelock
Chesterfield Township Supervisor

RECEIVED
JUN 14 2016
BY: 3:46 pm

Phone: (586) 949-0400 Fax: (586) 949-4108
Michael Lovelock - *Supervisor* • Cindy Berry - *Clerk* • Linda Hartman - *Treasurer*
Trustees: Hank Anderson • Christine Bell • Brian Scott DeMuynck • David Joseph

47275 Sugarbush • Chesterfield Twp., MI 48047

Agenda Item # M

June 14, 2016

Dear Honorable Board Members,

I am seeking approval to contract with Amistee Air Duct Cleaning to clean 4 Air Handling Units, 55-60 Air volume boxes, ductwork and vents. All work will be done in the evening and will take approximately 4 – 5 days. This company comes highly recommended.

Your consideration in this matter is appreciated.

Yours truly,

Michael E. Lovelock
Chesterfield Township Supervisor

RECEIVED
JUN 14 2016
BY: 3:50 pm

Phone: (586) 949-0400 Fax: (586) 949-4108
Michael Lovelock - *Supervisor* • Cindy Berry - *Clerk* • Linda Hartman - *Treasurer*
Trustees: Hank Anderson • Christine Bell • Brian Scott DeMuynck • David Joseph

AMISTEE
AIR DUCT CLEANING

Office Location
47087 Grand River Ave
Novi, MI 48374

Phone: 248.349.8877 • Fax: 248.349.8894
Website: www.amistee.com • Email: kevin@amistee.com

Date: Monday June 13, 2016

Project: Chesterfield Township – 47275 Sugarbush Rd, Chesterfield MI 48047

- ❖ Proposal for cleaning 4 Air Handling Units (AHU), 55-60 Variable Air Volume Boxes (VAV's), associated ductwork, and associated diffusers/vents.

SCOPE OF WORK – HVAC REMEDIATION

1.) Removal of all visible surface contaminants of the entire airside of the HVAC unit. In this proposal that shall mean:
- Supply ductwork
- Return air ductwork
- Diffusers and/or vents
- Dampers, turning vanes, and components inside ductwork
- Air Handling Units/Variable Air Volume Boxes
- Coils, blowers, and air components of AHU's/VAV's

2.) Collection equipment to be used will be a large vacuum truck with a minimum of 15,000 cfms and portable HEPA vacuum's.

3.) Various access ports will be opened in ductwork as needed for cleaning.

4.) High-pressure air and different agitation devices will be inserted into ductwork for cleaning.

5.) Reassemble with access doors where openings were cut.

6.) Follow up report provided to appropriate parties, including before and after pictures of the areas to be cleaned as well as any finds and/or suggestions.

I. GENERAL PROVISIONS

A. In as much as the work to be performed under this contract is to be accomplished in occupied areas, Amistee, Inc. and Management will coordinate the work, whereby both management and Amistee, Inc. may continue their operations with the least possible interference and inconvenience. Amistee, Inc. shall notify Management approximately 24 hours before commencing work in order that Management may

arrange a schedule of clearance in the buildings where the work is to be performed and set out the actual hours during which Amistee, Inc. may perform their duties. All tools, labor, and materials shall be at the site prior to the beginning of service in order to insure a minimum loss of time.

B. Amistee, Inc. shall use drop cloths, shields, and other protective devices to prevent damage to mechanical equipment and/or to areas adjacent to units being decontaminated.

C. All lint, dust, dirt, mold, and other combustible contaminants removed from any areas shall be gathered. Contained, and removed from each site by Amistee, Inc. and disposed of as directed by Management under strict standards of safety.

D. Amistee, Inc. will comply with all regulations, security and otherwise, imposed by Management governing the conduct of outside personnel and will be held strictly responsible for the conduct of their employees.

E. Amistee, Inc. shall employ only skilled mechanics and technicians and experienced supervisors. The work specified by the Contract shall be performed in the best and most workmanlike manner in strict accordance with specifications.

F. All duct cleaning shall consist of the removal of all possible dirt, dust, mold, and other contaminants by the use of manual or pneumatic means.

G. Amistee, Inc. shall, after the final completion of the source removal of dirt, dust, mold, and other contaminants from duct interiors, be required to apply a certified solution of a bactericide and fungicide product which shall effectively deter accumulation of mold, mildew, and disease causing bacteria. Conventional high production spray equipment will be used to apply this solution. This solution will be **EPA registered**. Amistee, Inc. assumes no responsibility for anyone in the building with chemical allergies. Management must take responsibility for allowing Amistee, Inc. to use certified solution of bactericide and fungicide.

H. Amistee, Inc. will provide insurance certificate upon request.

I. Management will make available, at no cost to Amistee, Inc., all electricity necessary for Amistee, Inc. to operate their electrically powered equipment such as blowers, compressors, industrial vacuuming equipment, explosion-proof and conventional drop lights and all other electrical equipment necessary to the performance of the work.

J. Management will designate areas in which Amistee, Inc. shall be permitted to park their trucks, utility trailers, trailer supply room, and other automotive equipment necessary while performing the work specified under the this contract.

K. Management will inspect for acceptance and so certify all work completed by Amistee, Inc. within a 24-hour period after being advised by Amistee, Inc. that work has been completed.

L. Amistee, Inc., at their own expense, will repair any damage to property or equipment of management, which can be attributed to Amistee, Inc..

II. AFFILIATIONS AND SAFETY

A. Affiliations: Amistee, Inc. will perform their work in strict accordance with the National Air Duct Cleaners Association standard ACR-2013, and all other accredited standards and codes.

B. NADCA: A NADCA certified ASCS (Air System Cleaning Specialist), CVI (Commercial Ventilation Inspector), or VSMR (Ventilation System Mold Remediatior) will be onsite throughout the entire job as the Project Manager.

C. Safety Procedures: At minimum, the Project Manager, has been trained for Confined Space Training (CST), Personal Protection Equipment (PPE), and Hazard Communications. The Contractor will provide all training and equipment necessary to meet or exceed these guidelines.

III. SPECIAL CONDITIONS

A. Measure of Payment: Upon the submission of properly certified invoices and vouchers, the amounts stipulated below as compensation for services rendered shall become due and payable upon completion. This is an estimate, price below subject to change between parties.

B. Schedule: Cleaning to be performed in the evening hours. We would arrive at 4pm and complete each evening by 2am. Cleaning will take 4-5 consecutive evenings to complete. 5-6 technicians will perform the cleaning each evening.

C. DESCRIPTION

1. Supply Ductwork
2. Return Air Ductwork
3. Diffusers and/or Vents
4. Dampers, Turning Vanes, and Components inside ductwork
5. Coils, Blowers, and Air Components of AHU's/VAV'S
6. Antimicrobial Applications
7. Coil Cleaner Applications
8. 26ft Scissor Lift (provided by Amistee)

TOTAL PRICE: $27,450

Respectfully submitted,

Kevin Van Tiem, ASCS, CVI, VSMR
Amistee Air Duct Cleaning

Accepted:

_____ Date_____P.O.#_____

Commercial Properties Cleaned:

- 48th District Court in Bloomfield Hills
- Ypsilanti Twp Building
- Oakland Twp Municipal Building
- Wixom City Hall
- IAC of St. Clair
- Johnson Controls
- Magna Headquarters
- LG Chem of Troy
- Comerica Park in Detroit
- Webasto in Rochester Hills
- Meijer Headquarters' in Grand Rapids
- Wayne State University in Detroit
- DMC Hospital in Detroit
- US Postal Office
- Salvation Army
- Warwick Hills Country Club in Grand Blanc
- Various locations for: Best Buy, Verizon Wireless, Sprint, Lifetime Fitness, McDonald's

About Us:

- 12+ Years in Business
- 24 Emergency Service
- Flat Rate, Upfront Residential Pricing
- A+ Better Business Bureau Rating: 30,000+ Jobs Completed
- Angie's List Supper Service Award Winner: 7 Straight Years
- State Licensed, Insured, and Bonded
- Publishing's in the Detroit Free Press, Detroit News, Oakland & Novi Papers, Crain's & Corp Magazines
- Dryer Vent Cleaning, Sanitizing, Deodorizing, and Duct Encapsulation
- Residential, Commercial, and Industrial Duct Cleaning
- Non Smoking Company

Mobilitie, LLC
120 S. Riverside Plaza, Suite 1800
Chicago, IL 60606

June 10, 2016

Agenda Item # 6

Cindy Berry, Township Clerk
Chesterfield Township
47275 Sugarbush Road
Chesterfield, Michigan 48047

RE: Mobilitie, LLC's Permit Application Submission

Dear Ms. Berry:

Please find enclosed Mobilitie, LLC's ("Applicant") METRO ACT Application for its proposed new utility infrastructure facilities in the Township of Chesterfield, Michigan. Applicant is a limited liability company that is registered by the Michigan Public Service Commission. The enclosed Application is for the installation of new "small cell" facilities that will address ever-increasing mobile data demands that currently exist in the public rights-of-way. These facilities are low-powered, compact, and consist of no ground equipment so that they can be safely and conveniently located in such dense and congested areas and provide the capacity to your residents' devices and applications.

As such, please find attached the following:

- Complete Metro Act Permit Application Form (3 copies)
  - Exhibit 1: Description of Entity
  - Exhibit 2: Description of Project
  - Exhibit 3: Telecommunication Provider Administrative Matters
  - Exhibit A: LLC Annual Statement
  - Exhibit B: Dept. of Licensing and Regulatory Affairs Certification
  - Exhibit C: COI
  - Exhibit D: Mobilitie's Competitive Access Provider
  - Exhibit E: Route Map
- Application Fee of $500

Please note the Application is subject to MCL § 484.3115(3), also part of the METRO Act, and provides that "a municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way".

We look forward to working with you to properly process these applications. Should you have any questions or comments about our application or the applicable process, please feel free to contact me at 312-638-5352 or sheena.christian@mobilitie.com.

Sincerely,

Sheena Christian

Sheena Christian
Network Real Estate Specialist

RECEIVED
JUN 14 2016
BY: 12B 4pm

METRO Act Permit Application Form
Revised February 2, 2015

Chesterfield Township
Name of Local Unit of Government

APPLICATION FOR ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY TELECOMMUNICATIONS PROVIDERS UNDER METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT ACT 2002 PA 48 MCL SECTIONS 484.3101 TO 484.3120

BY

MOBILITIE, LLC
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at City at:

47275 Sugarbush Road, Chesterfield, Michigan 48047

Chesterfield Township
Name of local unit of government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
MOBILITIE, LLC
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

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1 GENERAL INFORMATION:

1.1 Date: 6/10/2016

1.2 Applicant's legal name: Mobilitie, LLC
Mailing Address: 2220 University Drive
Newport Beach, CA 92660

Telephone Number: (949) 515-1500
Fax Number: (949) 515-1500
Corporate website: www.mobilitie.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Mailing Address: Theocly Tsotsos
120 S. Riverside Plaza, Suite 1800
Chicago, Illinois 60606

Telephone Number: (312) 638-5356

Fax Number: (312) 206-6724
E-mail Address: Theocly.Tsotsos@mobilitie.com

1.3 Type of Entity: (Check one of the following)

_____ Corporation
_____ General Partnership
_____ Limited Partnership
__X__ **Limited Liability Company**
_____ Individual
_____ Other, please describe: _____

1.4 Assumed name for doing business, if any: Mobilitie, LLC

1.5 Description of Entity: ***SEE EXHIBIT 1 FOR THE FOLLOWING.***

1.5.1 Jurisdiction of incorporation/formation;
1.5.2 Date of incorporation/formation;
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. ***SEE EXHIBITS A and B.***

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **NO.**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: *Yes* (*No*)

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: *Yes* (*No*)

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. **Not Applicable. Not Publicly Held.**

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

N/A

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2 DESCRIPTION OF PROJECT: *SEE EXHIBIT 2 FOR THE FOLLOWING.*

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS: *SEE EXHIBIT 3 FOR THE FOLLOWING.*

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;
3.4.2.2 Combined single limit for each occurrence of bodily injury;
3.4.2.3 Personal injury;
3.4.2.4 Property damage;
3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

MOBILITIE, LLC

6/10/16
Date

By: Sheena Christian
Type or Print Name: Sheena Christian

Network Real Estate Specialist
Title

EXHIBIT 1

DESCRIPTION OF ENTITY

1.5 Description of Entity: Mobilitie, LLC is a privately held limited liability company founded in 2004 as an alternative solution to build network infrastructure focused on wireless telecommunication providers. Mobilitie, LLC has funded the build and deployment of more new wireless infrastructure than any other infrastructure firm, which include over 70,000 miles of fiber, a national portfolio of indoor DAS networks in marquee venues, city-wide outdoor DAS networks (i.e., Chicago and New York), government and transportation deployments and the largest small cell footprint nationwide.

1.5.1 Jurisdiction of Incorporation/ Formation: Nevada

1.5.2 Date of Incorporation/ Formation: 06/18/2003

1.5.3 If a subsidiary, name of ultimate parent company: N/A

1.5.4 Manager for Mobilitie, LLC:

a. CEO: Gary Jabara

EXHIBIT 2

DESCRIPTION OF PROJECT

2.1. Copy of Authorization: See *Exhibit D* (the *Competitive Access Providers* status) enclosed with the application.

2.2. Describe in plain English how Municipality should describe to the public the telecommunications service to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways: Mobilitie, LLC is a registered Competitive Access Provider (CAP) in the State of Michigan. As a CAP, Mobilitie operates a private network for compensation in exchange for providing alternative means of establishing telecommunication services connections between cellular carriers and their end users. Mobilitie does not hold any licenses from the Federal Communications Commission to directly provide cellular carrier services like Sprint, Verizon, AT&T or T-Mobile, nor is it affiliated with any of them. Instead, Mobilitie provides its telecommunications services by leasing and/or licensing pole space (when it installs new utility poles) and equipment of its private network to cellular carriers for compensation. The compact equipment will consist of a radio, backhaul via fiber or microwave/UE relay, and an antenna, which are connected by cable facilities. Essentially, Mobilitie's private network is synonymous to an extension cord between the cellular carriers and their subscribers as it increases the range of connectivity.

2.3. Attach route maps showing the location: See route maps enclosed with the application.

2.4. Please provide an anticipated or actual construction schedule: Construction to commence between 12/1/2016 to 12/31/2016. The construction of that specific location will take no longer than any given 5 days.

2.5. Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways:

a. Mobilitie, LLC

2.6. Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they going to be promptly contacted? If the Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant:

a. Responsible for maintaining the facilities: Mobilitie, LLC.

b. Contact for Emergency: 24 Hour Emergency Contact Number- (877) 338- 1287

EXHIBIT 3

TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

3.1. Address of Applicant's nearest local office:

National Registered Agents, INC
30600 Telegraph Road STE 2345
Bingham Farms, MI 48025

3.2. Location of all records and engineering drawings, if not at local office:

Mobilitie, LLC
120 S. Riverside Plaza, STE 1800
Chicago, IL 60606

3.3. Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the communication systems:

Peter Lichomski, Architect
49030 Pontiac Trail, Suite 200, Wixom, MI 49393
Tel: (248) 705-9212
Email: Plichomski@labarchitectsllc.com
Responsibilities: Provides drawing indexes for installation of proposed utility poles within an existing right-of-way.

3.4. Provide evidence of self-insurance or a certificate of insurance showing applicant's insurance coverage, carrier and limits of liability: *See Exhibit C enclosed with the application.*

3.5. Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways:

General Contractor: Sean Collins
Faith Technologies
11086 Strang Line Road
Lenexa, KS 66215
913-281-0841
sean.collins@faithtechnologies.com

Vers 5.2(08/15)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

EXHIBIT A

2016

Identification Number	Limited Liability Company Name
B9261C	MOBILITIE, LLC

Resident agent name and mailing address of the registered office

NATIONAL REGISTERED AGENTS, INC.

MI

The address of the registered office

30600 TELEGRAPH ROAD STE 2345

BINGHAM FARMS MI 48025

Electronic Signature

Filed By	Title	Phone
MARK D ASKELSON	AUTHORIZED AGENT	877-275-2767

[X] **I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.**

Payment Information

Payment Amount	Payment Date/Time	Reference Nbr
$ 25	03/31/2016 09:50:19	71315 6802 B9261C 2016

Required by Section 207, Act 23, Public Acts of 1993

INFORMATION & INSTRUCTIONS

Annual Statement must be signed in accordance with MCL 450.4103.

For Domestic Limited Liability Companies - It may be signed by a member, if managed by members, by a manager if managed by managers, or by an authorized agent of the company.

For Foreign Limited Liability Companies - Must be signed by a person with authority to do so under the laws of the jurisdiction of its organization.

CSCL/CD-2700 (10/14)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

LIMITED LIABILITY COMPANY ANNUAL STATEMENT

2015

Due February 15, 2015 **File Online at www.michigan.gov/fileonline**

Identification Number	Limited Liability Company Name
B9261C	MOBILITIE, LLC

1. Resident agent name and mailing address of the registered office

NATIONAL REGISTERED AGENTS INC
30600 TELEGRAPH ROAD STE 2345
BINGHAM FARMS MI 48025

RECEIVED
DEC 12 2014
LARA $25.00

If different from 1, change resident agent and mailing address of registered office in MICHIGAN.

FILED
DEC 26 2014
CORPORATIONS DIVISION

2. The address of the registered office

30600 TELEGRAPH ROAD STE 2345
BINGHAM FARMS MI 48025

If different from 2, change address of registered office (number, street, city, state, zip) in MICHIGAN.

3. Signature of authorized member, manager or agent.	Title	Date	Phone (Optional)
	VP - INVESTMENTS	11/16/14	

Filing Fee: $25.00

Annual Statement must be received by agency on or before February 15, 2015.

Annual Statement Must Be Signed

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization.

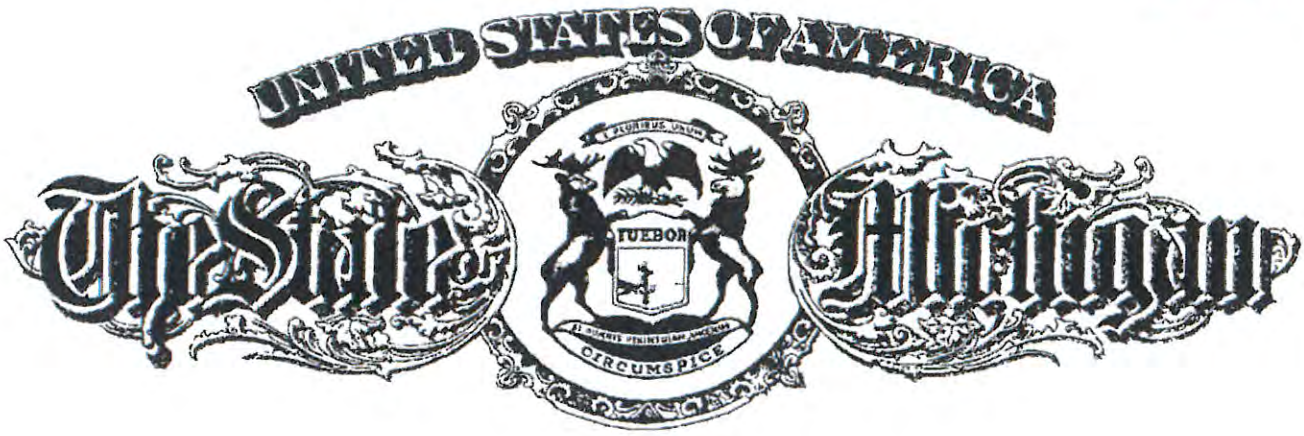
Required by Section 207, Act 23, Public Acts of 1993, as amended.

File online at www.michigan.gov/fileonline
or mail your completed statement with a check or money order payable to the State of Michigan.

Return to: Corporations Division
P.O. Box 30768
Lansing MI 48909
(517) 241-6470

BAT2700LLC_NOV

EXHIBIT B



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MOBILITIE, LLC

A(n) NEVADA Limited Liability Company was validly authorized on December 12, 2006 to transact business in Michigan and that said Limited Liability Company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the Limited Liability Company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business that a domestic Limited Liability Company formed under this act may lawfully transact, except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 19th day of October, 2015

Julia Dale

Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau

GOLD SEAL APPEARS ONLY ON ORIGINAL

EXHIBIT C

MOINV-3 OP ID: NM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga,, CA 91729-1200 Brent Jetton, AAI, CIC	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mobilitie LLC 2220 University Drive Newport Beach, CA 92660	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Federal Insurance Company 20281 INSURER B : Great American E&S Ins Co 37532 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT X LOC	X		36036868 CONTRACTUAL LIABILITY	11/11/2015	11/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73591570	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79897229	11/11/2015	11/11/2016	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71749062	11/11/2015	11/11/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Pollution Liab			PRE315985701	02/09/2016	02/09/2017	Aggregate		5,000,000
A	Property			36036868	11/11/2015	11/11/2016	See Below		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Chesterfield Township is an additional insured with respects to general liability only as required by written contract or agreement on file.

CERTIFICATE HOLDER

CHESTER

Chesterfield Township
47275 Sugarbush Road
Chesterfield, MI 48047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

Regulated Telephone Interexchange Carriers and Competitive Access Providers Operating in Michigan as of August 19, 2015

Note: If your company's email address is not listed or corrections need to be made to this list, please contact Julie Ginevan at: ginevanj@michigan.gov

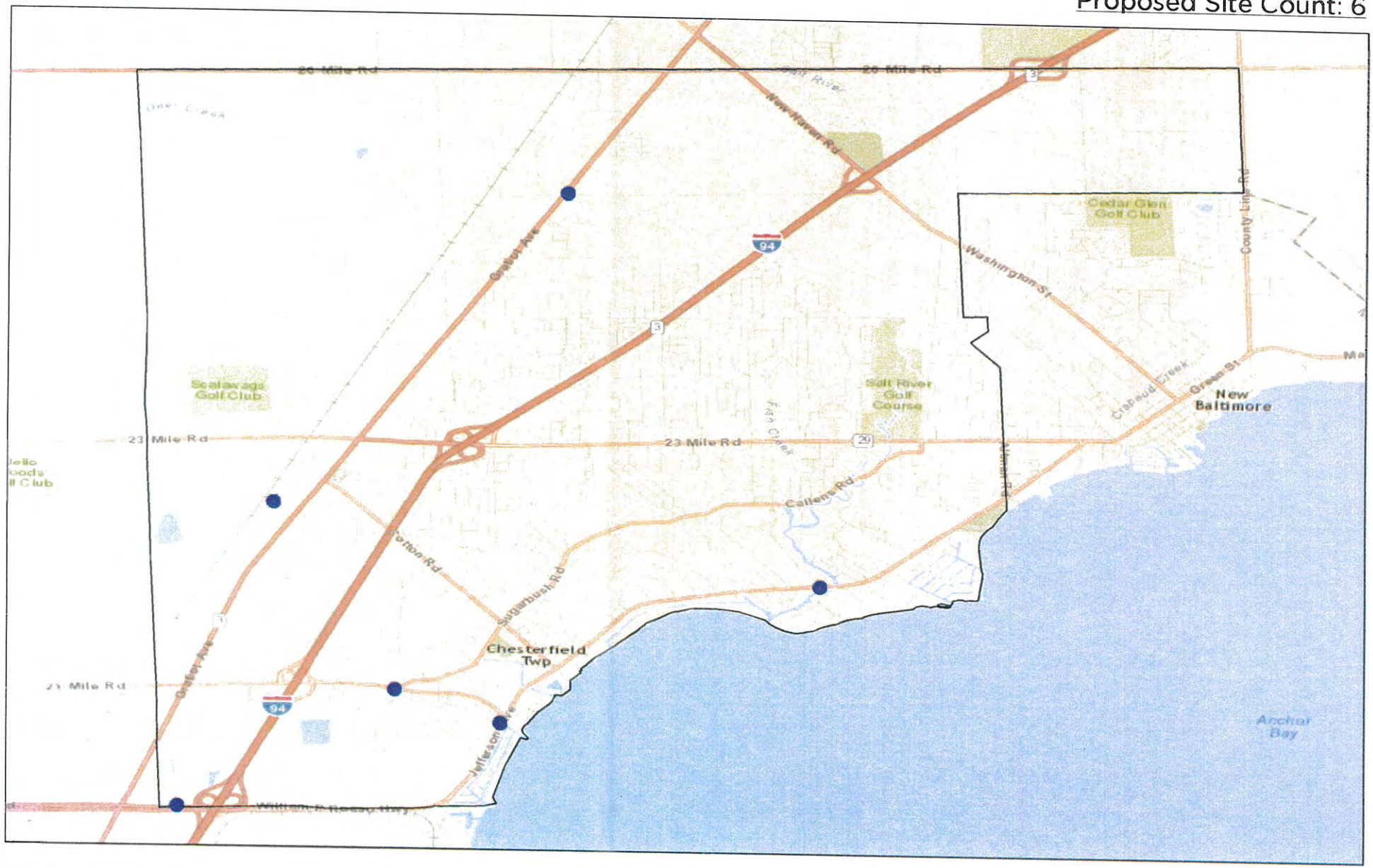
Company Name and Address	Contact Information	CAP	IXC
LakeNet LLC 21713 Roosevelt Rd.	Christopher Fabien Phone: Fax: Email: chris@lakenetmi.com	☑	☐
Level 3 Communications, LLC 4625 W. 86th St Suite 500 Indianapolis, IN 46268	Pamela Hollick Phone: (317) 713-8977 Fax: Email: Pamela.Hollick@level3.com	☐	☑
Lightspeed Communications LLC 4942 Dawn Avenue East Lansing, MI 48823	Jason Schreiber Phone: (517) 252-4341 Fax: Email:	☑	☐
ManagedWay Company 24275 Northwestern Hwy Ste 100 Southfield, MI 48075	Reese Serra Phone: (888) 745-6948 Fax: Email: rserra@managedway.com	☑	☐
Matrix Telecom, Inc., dba Trinsic Communications 433 East Las Colinas Blvd Ste. 400 Irving, TX 75039	Leslie Ellis Phone: (972) 910-1411 Fax: (866) 418-9750 Email: regulatory@matrixbt.com	☑	☑
MCI Communications Services, Inc., dba Verizon Busine 3939 Blue Spruce Dr. Dewitt, MI 48820	David Vehslage Phone: (517) 668-0626 Fax: (517) 668-1018 Email: david.vehslage@verizon.com	☐	☑
MCImetro Access Transmission Services LLC, dba Veriz 3939 Blue Spruce Dr. Dewitt, MI 48820	David Vehslage Phone: (517) 668-0626 Fax: (517) 668-1018 Email: david.vehslage@verizon.com	☑	☑
Michigan Network Services LLC 1677 W. Hamlin Rd. Rochester Hills, MI 48309	Amanda Robinson Phone: Fax: Email:	☑	☐
Midwest Communications Services, Inc. 7255 Tower Road Battle Creek, MI 49014	Larry Powell Phone: (269) 963-7173 Fax: Email: larrymcs@voyager.net	☑	☐
Mobilitie, LLC 660 Newport Center Dr. Ste. 200 Newport Beach, CA 92660	Mark Askelson Phone: (949) 999-4545 Fax: (989) 266-8905 Email:	☑	☐
Neo Network Development Inc. 1547 Palos Verdes #298 Walnut Creek, CA 94597	Anita Taff-Rice Phone: (415) 699-7885 Fax: (925) 274-0988 Email:	☑	☐

mobilitie®
intelligent infrastructure

EXHIBIT E

Chesterfield Township, MI

Proposed Site Count: 6



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

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

June 16, 2016

Agenda Item # P

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

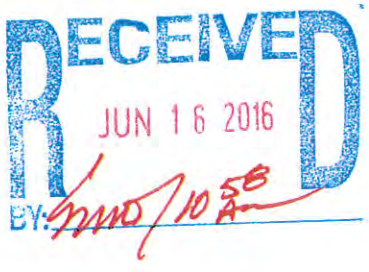
Re: Agreement between Charter Township of Chesterfield and Chesterfield Real Estate Enterprises, LLC

Dear Board Members:

On June 14, 2016, the Planning Commission voted to approve Metro International Trade Services' request for the outside storage of truck trailers located on property owned by Chesterfield Real Estate Enterprises, LLC ("CRE"). The property consists of approximately 37 acres located at 26090 23 Mile Road in the R.C. Schmidt & Sons Industrial Complex. The property is zoned M-2 (General Industrial) pursuant to the Chesterfield Township Zoning Ordinance.

The facility located on the property will be utilized by a national retail chain which is a permitted use in the M-2 zoning district. The Zoning Ordinance, however, requires Planning Commission approval for outside storage. CRE's tenant intends to park approximately 150 semi-truck trailers on the outdoor portions of the property in connection with the retail operation. As part of the Planning Commission review, CRE and the tenant agree to limit the number of semi-truck trailers stored on the property and make repairs to the pavement on the outdoor portions of the Property. Those representations have been formalized in the Agreement attached to this correspondence.

The Agreement requires Township Board approval. CRE's tenant is anxious to commence operations as soon as possible and has requested that the Board consider approval of the Agreement at Monday night's meeting. We reviewed the Agreement prior to the Planning Commission meeting and have no objections to the terms. The Agreement requires CRE to repair areas of the parking lot as well as to install a perimeter fence along 23 Mile Road. In addition, they will use all commercially reasonable efforts to curtail the trucks operated by the retail business from entering and traveling through the intersections at 23 Mile and E. Russell Schmidt Boulevard and 23 Mile Road and Richard W. Boulevard between the hours of 3:00 p.m. and 6:00 p.m., Monday through Friday.



In the event you have any questions regarding the attached Agreement prior to Monday night's meeting, please feel free to contact the undersigned at your convenience.

Very truly yours,

SEIBERT AND DLOSKI
Professional Limited Liability Company

R Seibert

Robert J. Seibert
RJS/kj
Enclosure(s)

AGREEMENT

THIS AGREEMENT is entered into this _____ day of June, 2016, by and between **Chesterfield Real Estate Enterprises, L.L.C.**, a Michigan limited liability company, the address of which is 2500 Enterprise Drive, Allen Park, Michigan 48101 (hereinafter the "**Owner**"), and **Chesterfield Township**, a Michigan Charter Township, the address of which is 47275 Sugarbush Road, Chesterfield, Michigan, 48047 (hereinafter the "**Township**"), who seek to enter into an agreement for the mutual benefit of the parties hereto concerning the following land and improvements located in Chesterfield Township, commonly known as 26090 23 Mile Road (hereinafter the "**Property**").

RECITALS

WHEREAS, the Owner owns the Property defined above, having a current Zoning Classification of **M-2,** General Industrial, pursuant to the Chesterfield Township Code of Ordinances (the "**Code**"), Chapter 76, Section 444.

FURTHER WHEREAS, under said Zoning Classification of **M-2,** any one or more of the permitted uses under Zoning Classification of **M-1** are allowed as permitted uses under **M-2**, pursuant to Chapter 76, Section 444(b)(1) of the Code.

FURTHER WHEREAS, pursuant to Section 443(b)(2) of Chapter 76 of the Code, warehousing is a permitted use for the Property.

FURTHER WHEREAS, pursuant to Section 443(b)(11) of Chapter 76 of the Code, a permitted use for the subject Property includes accessory uses and accessory outside storage customarily incidental to any of the uses listed in subsections(b)(1-10) of Section 443(b)(11). Outside storage, including the outdoor storage of trucks, shall be permitted provided the conditions set forth in Section 443(b)(11)(d) are satisfied and approved by the Township Planning Commission.

FURTHER WHEREAS, the Owner plans to lease all or substantially all of the warehouse facility located on, and a part of, the Property to a national retail chain (the "**Tenant**"), the identity of which is prohibited to be revealed by agreement between the Tenant and the Michigan Economic Development Corporation, for use by the Tenant as a warehouse and distribution facility.

FURTHER WHEREAS, the Tenant will require, as part of its use of the Property, the ability to park numerous trucks, commonly known as "semi-truck trailers", on the Property from time to time, including overnight parking.

FURTHER WHEREAS, the Lease Agreement entered into between the Owner and the Tenant is contingent upon the Owner obtaining all local and municipal approvals

necessary for the Tenant's contemplated use of the Property as recited above, including, without limitation, approval by the Township Planning Commission of the Accessory Use of the parking and storage of trucks under Subsections (b)(1-10) of Section 443(b)(11) of Chapter 76 of the Code (all of the foregoing the "Municipal Approvals").

FURTHER WHEREAS, the Township seeks certain assurances from the Owner relating to the repair of the current exterior parking surfaces located on the Property, and the regulation of the flow of traffic by the aforesaid trucks to and from the Property during the occupancy and operations of the Tenant at the Property.

FURTHER WHEREAS, the Owner and the Township intend that the terms, covenants and promises of this Agreement shall be contingent upon the Township's issuance of all approvals recited above to permit the Tenant's contemplated use of the Property as a warehouse and distribution center, including, without limitation, the storage of up to approximately 150 semi-truck trailers on the outdoor portions of the Property.

NOW, THEREFORE, pursuant to and incorporating the facts as recited above, the Owner and the Township, in consideration of mutual promises exchanged herein, enter into this Agreement and do hereby agree to the following:

TERMS and CONDITIONS

1. **Parking Surface Repairs**. Commencing within thirty (30) days following the Owner's receipt of all Municipal Approvals as defined above, the Owner shall commence the following repairs to the surface of the outdoor portions of the Property in stages, to be completed in accordance with the corresponding dates as set forth below.

(a) All existing asphalt surfaces on the Property, as depicted on Exhibit A attached hereto, shall be repaired by the Owner for automobile use, in accordance with applicable Township standards, as more particularly reflected in the specifications set forth on Exhibit B attached hereto; such work to be completed by the Owner no later than September 30, 2016.

(b) All existing asphalt surfaces on the Property, as depicted on Exhibit A attached hereto, shall be repaired by the Owner for truck semi-trailer storage, in accordance with applicable Township standards, as more particularly reflected in the specifications set forth on Exhibit B attached hereto; such work to be completed by the Owner in stages pursuant to the schedule set forth on Exhibit A.

(c) The existing perimeter fence on the Property along portions of 23 Mile Road, Richard W. Boulevard, and E. Russell Schmidt Boulevard, which portions are as depicted on Exhibit A, shall be increased by the Owner from 6 feet in height to 8 feet in height (the "Extended Fence"), together with the installation of opaque privacy slats in the Extended Fence; such work to be completed by the Owner no later than September 30, 2016.

(d) Provided that the Owner is exercising its commercially reasonable efforts to diligently complete such work by the corresponding date, then any delay due to force majeure or other events or circumstances beyond the Owner's reasonable control shall not constitute Owner's default under the terms of this Agreement, and any applicable date shall be extended by such reasonable period of time as shall be necessary or appropriate provided the Owner is exercising its commercially reasonable efforts to prosecute such work expeditiously to substantial completion.

2. **Truck Traffic.** During the term of this Agreement, Owner does hereby agree to exercise its commercially reasonable efforts to curtail the trucks operated by the Tenant or the Owner from entering and traveling through the intersections at 23 Mile Road and E. Russell Schmidt Boulevard, and at 23 Mile Road and Richard W. Boulevard, between the hours of 3:00 pm to 6:00 pm, Mondays through Fridays. The Owner shall instruct the Tenant to direct all truck traffic during such days and hours to southbound E. Russell Schmidt Boulevard, and Richard W. Boulevard.

3. **Breach.** In the event of Owner's breach of any of the terms and conditions of this Agreement, the Township shall have all rights and remedies available to it at law and in equity.

4. **Term.** The term of this Agreement shall expire at such time as Tenant shall no longer occupy, and be operating from, the Property, or earlier upon mutual written agreement by Owner and the Township, at which time the parties shall have no further obligations hereunder one to the other.

5. **Contingency.** The Owner and the Township intend that the terms, covenants and promises of this Agreement shall be contingent upon the Owner receiving all final and non-appealable Municipal Approvals, as defined above, necessary for the Tenant's contemplated use of the Property as a warehouse and distribution center, including, without limitation, approval by the Township Planning Commission of the Accessory Use of the parking and storage of trucks under Subsections (b)(1-10) of Section 443(b)(11) of Chapter 76 of the Code, including the storage of up to approximately 150 semi-truck trailers on the outdoor portions of the Property. In the event the Owner has not received all such Municipal Approvals by June 29th, 2016, then this Agreement shall be automatically rendered null and void and of no further force or effect, and the parties hereto shall have no further obligations one to the other hereunder.

6. **Binding Nature.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, their successors and assigns. Nothing herein shall confer upon any other person or entity or the general public any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

7. **Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

8. **Entire Agreement.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties, and supersedes all prior agreement, understandings, practices and arrangements, whether written or oral, between the parties with respect to the subject matter hereof.

9. **Modification.** This Agreement may not be altered, amended or modified except in writing signed by the parties hereto.

10. **Governing Law.** This Agreement shall be governed by Michigan law.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument and shall become binding when or more counterparts have been signed by each of the parties hereto and delivered to the other. Signatures to this Agreement provided by facsimile or e-mail scan shall be deemed original signatures.

12. **Authorization.** Each of the parties hereto represent and warrant that this Agreement has been duly authorized by such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Chesterfield Real Estate Enterprises, LLC,
a Michigan limited liability company

By:_____
Curt Felch, President

Chesterfield Township, a Michigan charter township

By:_____

Its:_____

State of Michigan)
) ss.
County of _____)

On this _____ day of _____, 2016, before me, the undersigned, personally appeared Curt Felch, the President of Chesterfield Real Estate Enterprises, LLC, a Michigan limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned; and on oath stated that he is duly qualified and acting on behalf of the company and was authorized to executed said instrument on behalf of the company.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first written above.

_____
NOTARY PUBLIC
_____ County
Acting in _____ County
My commission expires:

State of Michigan)
) ss.
County of _____)

On this _____ day of _____, 2016, before me, the undersigned, personally appeared _____, the _____ of Chesterfield Township, a Michigan charter township, and acknowledged said instrument to be the free and voluntary act and deed of said township, for the uses and purposes therein mentioned; and on oath stated that he or she was duly qualified and acting on behalf of the township and was authorized to executed said instrument on behalf of the township.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first written above.

_____
NOTARY PUBLIC
_____ County
Acting in _____ County
My commission expires:

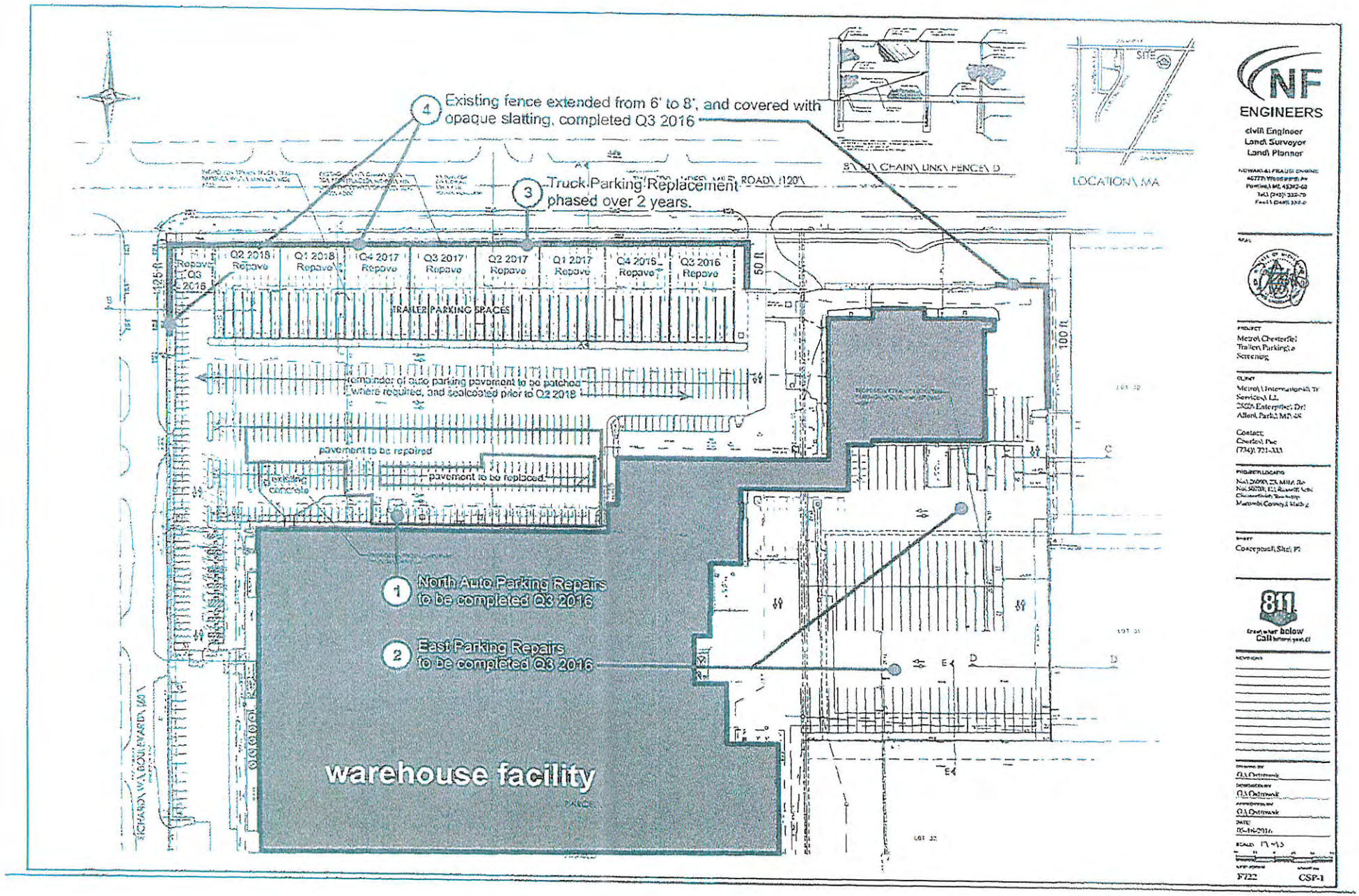
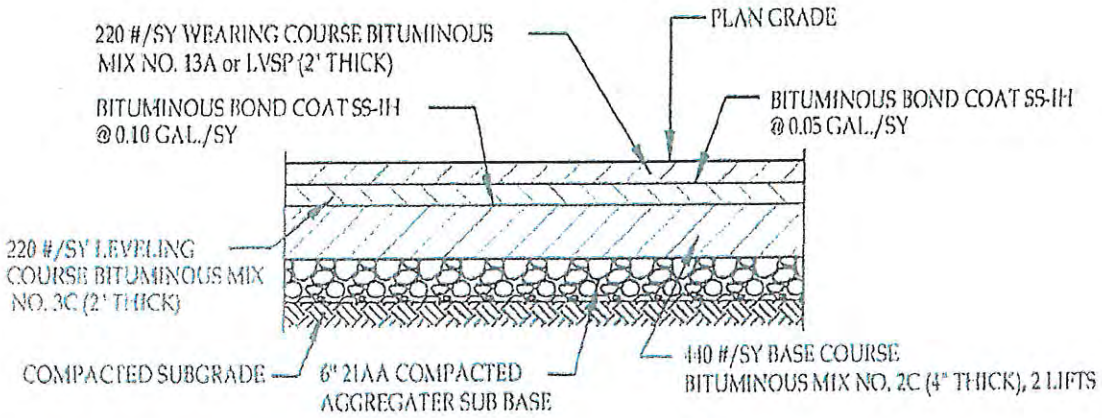


Exhibit A,
26090 23 Mile Road Chesterfield Twp., MI 48051

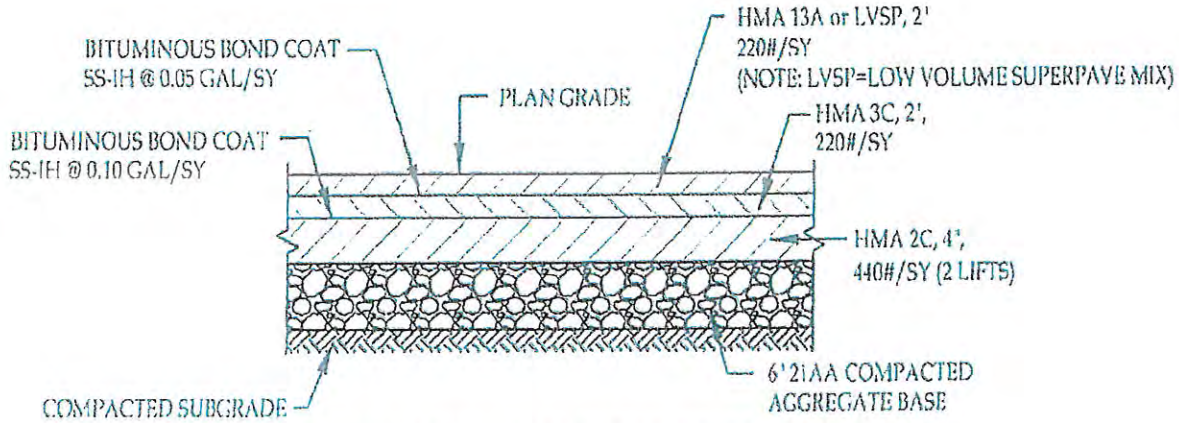


CURRENT MDOT STANDARD SPECIFICATIONS SHALL APPLY
ASPHALT BINDER PG 64 - 22
(RECLAIMED ASPHALT PRODUCT (R.A.P.) IS NOT ALLOWED IN THE HMA, 13A or LVSP MIX)

TYPICAL BITUMINOUS ROADWAY SECTION FOR COLLECTOR &INDUSTRIAL ROADS

DETAIL - 2B

NOT TO SCALE



CURRENT MDOT STANDARD SPECIFICATIONS SHALL APPLY
ASPHALT BINDER PG 64 - 22
(RECLAIMED ASPHALT PRODUCT (R.A.P.) IS NOT ALLOWED IN THE HMA, 13A OR LVSP MIX)

TYPICAL BITUMINOUS ROADWAY SECTION FOR RESIDENTIAL ROAD

DETAIL - 1B

NOT TO SCALE