

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

**July 18, 2016
7:00 P.M.**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CONSENT AGENDA:** All items under the Consent Agenda are considered routine by the Board and will be enacted in one motion. There is no separate discussion of these items. If discussion of any item(s) is required by a Board Member, it will be removed from the Consent Agenda and considered separately. Public comments on the Consent Agenda items are permitted.
 - A)** Approval of the Agenda (with Addendum if necessary).
 - B)** Approval of the Minutes of the Regular Board Meeting of July 5, 2016.
 - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 5. PUBLIC HEARINGS:**
 - A)** Approve the Mobilitie, LLC METRO ACT permit request for its proposed new utility infrastructure facilities. **(Postponed from the June 20, 2016 Regular Board Meeting)**.
 - B)** Approve a request from the Clerk to reschedule the regular township board meeting from Monday, November 7, 2016 to Tuesday, November 1, 2016.
 - C)** Approve a request from the Clerk to establish an Ad Hoc Committee to review the website redesign and development proposals.
 - D)** Approve the purchase of property from the Macomb County Treasurer for \$36,672.93 pursuant to PA 206 of 1893.
 - E)** Approve the sale of property, parcel # 015-09-27-256-006, to Michael C. Panicucci Jr. for \$25,000.00.
 - F)** Approve the sale of property, parcels #015-09-28-326-006, #015-09-28-326-007 and #015-09-28-326-008, to Morelli Custom Homes, LLC for \$38,250.00.

G) Approve introduction and first publication of Ordinance No.161, an extension of one year to Code of Ordinances, Chapter 52, signs.

6. **REGULAR AGENDA:**

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

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

9. **BOARD COMMENT:**

10. **ADJOURNMENT**

NEXT REGULAR BOARD MEETING IS MONDAY, AUGUST 1, 2016 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY, JULY 27, 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: July 14, 2016

Consent Agenda Item # **B**

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

July 5, 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 the Township Board of Trustees. **PLEDGE OF ALLEGIANCE**

Motion by Berry, supported by DeMuynck to: **5A)** Approve the Agenda as submitted. **5B)** Approve the Minutes of the June 20, 2016 Regular Board meeting. **4C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

Motion by Lovelock, supported by Berry to open the public hearing at 7:04pm 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. **MOTION TO OPEN THE PUBLIC HEARING ON AN IDD FOR THE SCHALLER CORP. /APPROVED**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

Scott Mullica addressed the board on behalf of the Schaller Corporation.

Motion by Lovelock, supported by Anderson to close the public hearing at 7:06pm. **MOTION TO CLOSE THE PUBLIC HEARING/APPROVED**

Roll Call Vote:

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

Nays: None

MOTION CARRIED

Motion by Lovelock, supported by DeMuynck to open the public hearing at 7:07pm 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.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO OPEN
THE PUBLIC HEARING
ON AN IFEC FOR THE
SCHALLER
CORP./APPROVED**

Motion by Lovelock, supported by DeMuynck to close the public hearing at 7:09pm.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO CLOSE
THE PUBLIC
HEARING/APPROVED**

Motion by Lovelock, supported by Berry to open the public hearing at 7:10pm 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.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO OPEN
THE PUBLIC HEARING
CONCERNING THE
SPECIAL
ASSESSMENT LEVY
FOR POLICE
PROTECTION/
APPROVED**

Joe Katich, Lorraine DeMuynck, Joe Miller and Rita Richards addressed the board.

Lorraine DeMuynck read a letter of support for the police department from Merle Davies.

Clerk Berry read a letter of protest from Gary and Carol Hurst.

Motion by Lovelock, supported by Berry to close the public hearing at 7:20pm.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO CLOSE
THE PUBLIC
HEARING/APPROVED**

Motion by Berry, supported by Hartman to approve an Industrial Development District (IDD) for the Schaller Corporation located at 52000 Chesterfield Rd, Parcel 09-17-101-005 and adopt Resolution No. 2016-07.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
AN IDD FOR
SCHALLER CORP.
/APPROVED**

Motion by Berry, supported by DeMuyneck to approve an Industrial Facilities Exemption Certificate (IFEC) for real property for the Schaller Corporation located at 52000 Chesterfield Rd for eight years and adopt Resolution No. 2016-08.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
AN IFEC FOR THE
SCHALLER CORP.
/APPROVED**

Motion by Lovelock, supported by Joseph to adopt Resolution No. 2016-09 directing the Township Treasurer or her designee to transfer \$3,500,000 from the Township general fund to the Police Department special assessment fund.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO ADOPT
RESOLUTION NO.
2016-09
TRANSFERRING
\$3,500,000.00 TO THE
POLICE BUDGET
/APPROVED**

Motion by Lovelock, supported by DeMuyneck to approve amending the 2016 Police Department special assessment budget.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
AMENDING THE 2016
POLICE BUDGET
/APPROVED**

Motion by Lovelock, supported by Joseph to adopt the 2017 Police Department Budget.

Roll Call Vote:

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

Nays: Bell

MOTION CARRIED

**MOTION TO ADOPT
THE 2017 POLICE
BUDGET/APPROVED**

Motion by Lovelock, supported by DeMuyneck to approve the Department of Public Work's request to award the Brandenburg Concession Building roof repair contract to Optimum Contracting Solutions for a cost of \$10,975.00 with a contingency cost not to exceed \$1,097.50.

Roll Call Vote:

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

Nays: None

MOTION CARRIED

**MOTION TO APPROVE
ROOF REPAIRS TO
THE BRANDENBURG
CONCESSION
BUILDING/APPROVED**

Joe Miller, Rita Richards, Robert Finazzo, Brad Kersten and Nancy Orewyler addressed the board. **PUBLIC COMMENTS**

Motion by Lovelock, supported by DeMuynck to adjourn the meeting at 8:57pm. **ADJOURNMENT**
Roll Call:
Ayes: All
Nays: None

Cindy Berry, Clerk

Michael Lovelock, Supervisor



Agenda Item # *B*

July 13, 2016

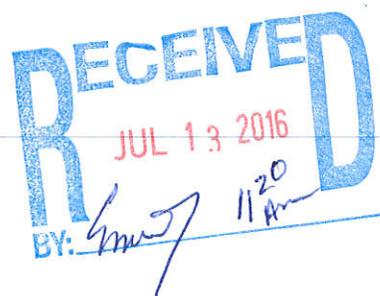
Dear Honorable Board Members:

I respectfully request your support to reschedule the November 7, 2016 regular board meeting for Tuesday, November 1, 2016 and amend the previously approved 2016 township board meeting calendar. This would allow ample time for the township to prepare the main meeting room to function as a precinct voting location for the November 8th General election.

I greatly appreciate your support for this amendment.

Cindy Berry

Chesterfield Township Clerk





Agenda Item # C

July 13, 2016

Dear Honorable Board Members:

A Request for Proposal (RFP) has been issued per the Board's direction for the redesign and development of the township's website. The RFP requires that qualified bidders present their solution to a selection committee that will make recommendation to the Township Board. This is an essential part of the vetting process and as such, I am respectfully requesting that the Board approve the creation and composition of the selection committee as follows:

Supervisor Mike Lovelock
Clerk Cindy Berry
Treasurer Linda Hartman
Parks & Rec Director Chris Galatis
DPW Asst. Superintendent Kevin Johnson
Building Dept. Supervisor Gary DeMaster
Planning Director Jonathan Palin
(Or their assigned designees)

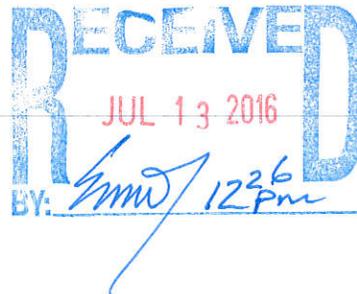
This will give those who work most with the website the opportunity to evaluate the proposals that are presented. Sealed bids will be opened on July 20th at 10:00am. Presentations to the selection committee will be scheduled for Monday, July 25th and Tuesday, July 26th.

Thank you for your consideration and support of this request.

Sincerely,

Cindy Berry

Chesterfield Township Clerk





OFFICE OF MACOMB COUNTY TREASURER

Derek E. Miller

1 S. Main St., 2nd Floor
Mount Clemens, Michigan 48043-2312
586-469-5190 FAX 586-469-6770

Jeremy F. Fisher
Chief Deputy Treasurer

Agenda Item # *D*

June 15, 2016

Mike Lovelock
Supervisor
Chesterfield Township
47275 Sugarbush Road
Chesterfield, MI 48047

Dear Supervisor Lovelock:

Enclosed is the annual list of properties obtained through the Tax Reversion process. It is being provided so that you can consider your right of refusal to purchase, pursuant to PA 206 of 1893 as amended.

Redemptions may continue to occur at the discretion of the County Treasurer. Parcels not redeemed are eligible for purchase by the local community.

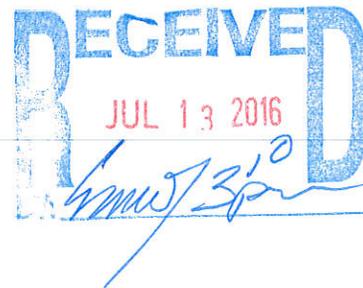
Please plan to notify us of your board's/council's decision to purchase by July 15, 2016, with a close date and deed transfer by July 25, 2016. Should you have questions, please contact Paul Gielegem at 586-469-5763 or via email at paul.gielegem@macombgov.org.

Very truly yours,

Derek E. Miller

Enclosure

Cc: Treasurer
Mayor/Supervisor
City Manager



Total \$36,672.93
[Handwritten initials]

Local Community First Right of Refusal

2016 Tax Reverted Property Form for Local Communities

Community: Township of Chesterfield

Property Tax Purchase Amount: \$36,655.93

Recording Fee:

(\$14 for first page, \$3 per page thereafter)

First page: \$14.00

Addendum pages: 1 @ \$3.00 \$3.00

Total Due \$36,672.93

Make check payable to: Macomb County Treasurer

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

July 6, 2016

Michael Lovelock, Supervisor
Chesterfield Township
47275 Sugarbush Road
Chesterfield, Michigan 48047

RE: Agreements to Purchase Real Estate

Dear Mr. Lovelock:

Pursuant to your request, we have prepared two (2) Agreements to Purchase Real Estate. The properties involved in this transaction have not yet been acquired by Chesterfield Township. Rather, the parcels have been offered to the Township by the Macomb County Treasurer subsequent to tax foreclosure proceedings.

It is our understanding that you will recommend to the Board that the Township acquire the four (4) parcels of land from Macomb County and in turn sell the parcels to two prospective purchasers. In order to assure that the purchasers will acquire the foreclosure properties after the Township Board acquires them from Macomb County, we have prepared the enclosed Agreements.

The Agreements will be signed by the prospective purchasers prior to the July 18, 2016 Board meeting. In addition, the prospective purchasers will each deposit \$5,000 as an earnest money deposit to be held until the July 18 meeting. Assuming that the Board agrees with your recommendation, the following will occur:

- The Township Board will vote to purchase the properties from the Macomb County Treasurer.
- Immediately after the Board approves the purchases, the Board will approve the sale of the properties to the prospective purchasers. At the meeting, you will sign both Agreements.

These transactions are structured so that the prospective purchasers are contractually obligated to buy the properties once the Township acquires title from the Macomb County Treasurer. Even though the Township will have signed Agreements and escrow deposits, there always remains the possibility that either or both purchasers will object to the condition of title or default under the Agreements. In either event, there is always

the possibility that the Township will end up owing the parcels and the transactions may not close. As with any real estate transaction, there is no guarantee that the purchasers will not default.

We will be prepared to discuss these issues in detail with the Board at the July 18 meeting. In the interim, should you have any questions concerning the enclosed Agreements or the transactions in general, please feel free to contact the undersigned at your convenience.

Very truly yours,

SEIBERT AND DLOSKI
Professional Limited Liability Company

A handwritten signature in cursive script that reads "R Seibert".

Robert J. Seibert

RJS/kj
Enclosure(s)

Agenda Item # E

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT to Purchase Real Estate ("Agreement") executed this ___ day of July, 2016, by and between the Charter Township of Chesterfield, Macomb County, Michigan ("Seller"), whose offices are located at 47275 Sugarbush Road, Chesterfield, Michigan 48047, and Michael C. Panicucci, Jr., ("Purchaser"), whose address is 48770 Jamaica, Chesterfield Township, Michigan 48047.

WITNESSETH:

WHEREAS Seller intends to acquire fee title to certain real property ("Property") located in the Charter Township of Chesterfield, Macomb County, Michigan, as more fully described in Exhibit "A" attached hereto and incorporated herein, from the Macomb County Treasurer subsequent to tax foreclosure proceedings instituted by the County in connection with the Property; and

WHEREAS, Purchaser intends to purchase the Property immediately subsequent to Seller's acquisition of the Property from the Macomb County Treasurer; and

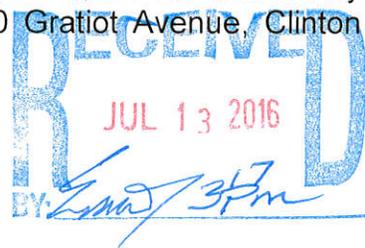
WHEREAS, Purchaser and Seller acknowledge that Purchaser's obligation to purchase the Property is expressly contingent upon Seller's acquisition of the Property from the Macomb County Treasurer; and

WHEREAS, Purchaser and Seller desire to set forth the terms and conditions of the purchase and sale of the Property in this Agreement.

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

1. **OFFER TO PURCHASE.** Purchaser agrees to purchase the Property in accordance with the terms and conditions of this Agreement. The purchase price for the Property is Twenty Five Thousand and 00/100 (\$25,000.00) Dollars. The sale is to be consummated by delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money is to be made by certified or cashier's check or wire transfer.

2. **EARNEST MONEY DEPOSIT.** Upon Purchaser's execution of this Agreement, Purchase shall deliver to Seller an earnest money deposit in the amount of Five Thousand (\$5,000.00) Dollars. Seller shall hold the earnest money deposit until Seller executes this Agreement. In the event Seller does not execute this Agreement on or before July 18, 2016, the earnest money deposition shall be returned to Purchaser. In the event Seller executes the Agreement on or before July 18, 2016, the earnest money deposit shall be delivered to the Greco Title Agency, 36800 Gratiot Avenue, Clinton



Township, MI 48035, ("Depository"). Depository shall hold the deposit in an escrow account as earnest money for the transaction described in this Agreement to evidence Purchaser's good-faith intention to consummate the Agreement. Depository agrees to be bound by this paragraph by accepting the amount tendered. If this Agreement is not consummated because Purchaser fails to perform any of its obligations under this Agreement, Seller shall notify Depository in writing to deliver the deposit and any interest to Seller as liquidated damages for Purchaser's failure to complete this Agreement. If the transaction contemplated by this Agreement is not consummated because Seller breaches a warranty or fails to perform any of its obligations under this Agreement, Purchaser shall notify Depository in writing to return the deposit and any interest to Purchaser. If the transaction contemplated by this Agreement is consummated, Depository shall deliver the deposit to Seller at the closing to be applied to the purchase price of the Property. After receiving written notice from either party that the deposit and interest should be delivered to that party, Depository shall notify the other party of the demand. If a written objection is not received within five (5) days, Depository may forward the amount pursuant to the notice. If a written objection is received within five (5) days, Depository shall hold the amount until the parties resolve their dispute and each notifies Depository in writing of the resolution or Depository shall file an interpleader action and pay the money to the court.

3. TITLE INSURANCE & OBJECTIONS TO TITLE.

A. Evidence of Title. Within ten (10) days from Seller's execution of this Agreement, as evidence of title, Seller shall order a commitment for a policy of title insurance from the Greco Title Agency bearing a date subsequent to the Agreement date in an amount not less than the purchase price and offering to guarantee marketability of the title of the Property. The commitment shall be delivered to Purchaser immediately upon issuance thereof. In the event Seller does not order the commitment as required herein, Purchaser may do so. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to said commitment.

B. Title Objections. If Purchaser objects to title, Purchaser must notify Seller of the same within ten (10) days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty (30) days of the notice of defects. If Seller eliminates the defects claimed within the time specified Purchaser agrees to complete the sale pursuant to the terms of this Agreement. If Seller elects not, or is unable, to remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of all monies deposited hereunder in full termination of this Agreement.

4. CONDITION PRECEDENT FOR PERFORMANCE BY PURCHASER.
The obligation of Purchaser to consummate the sale contemplated by this Agreement is

subject to Seller's acquisition of the Property within sixty (60) days from the date of this Agreement. In the event Seller does not acquire title to the Property within sixty (60) days from the date of this Agreement, all rights and obligations of both parties hereunder are terminated, this Agreement shall be null and void and all monies deposited by Purchaser pursuant to Paragraph 2 shall be returned to Purchaser forthwith.

5. **CLOSING.** The closing shall take place subsequent to Seller's acquisition of the Property and Purchaser's satisfaction with evidence of title as set forth in Paragraph 3(B) unless the parties mutually agree in writing to an alternate date for closing. Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

A. **Seller's Obligations at Closing.** At closing, Seller shall:

i. Execute a good and sufficient Warranty Deed conveying good and marketable title to the Property to Purchaser, subject to any and all easements and other encumbrances of record and/or as otherwise disclosed on the title commitment.

ii. Cause the premiums due and payable to the title company for the insurance of the title insurance policy to be paid and cause the title company to issue the title insurance policy with standard exceptions.

iii. Pay all real estate and transfer taxes attributable to this sale of the Property, and pay all general and special assessments and real estate taxes in accordance with this Agreement. All taxes on the Property which are due and payable on or before the date of closing shall be paid by Seller. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority, and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Property taxes shall be treated as though paid in advance. Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be the obligation of Seller. All taxes of any kind levied upon the transfer of Property imposed as a consequence of this transaction or documentary stamps to be affixed to any document executed pursuant to this Agreement shall be the paid by Seller.

iv. Deliver possession of the Property to Purchaser.

B. **Purchaser's Obligations At Closing.** At closing, Purchaser shall:

i. Pay the Purchase Price to Seller in accordance with the terms and conditions of this Agreement.

ii. Reimburse Seller for the current real estate taxes attributed to Purchaser's period of ownership in accordance with this Agreement.

iii. Execute and deliver to Seller a copy of a Purchaser's Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

Seller and Purchaser each agree to execute and/or deliver such other agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party to carry out the provisions and intent of this Agreement.

6. **DEFAULT.** In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the earnest money deposit as liquidated damages. In the event of default by Seller, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement.

7. **GENERAL CONDITIONS.**

A. **Construction.** Whenever the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other.

B. **Time is of the Essence.** Time is of the essence regarding the performance of the terms of this Agreement.

C. **Entire Agreement.** Seller and Purchaser acknowledge that each has read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement may only be changed, modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

D. **Binding Effect.** The covenants herein shall be binding upon and shall enure to the benefit of Purchaser and Seller and their respective executors, heirs, legal representatives, successors, administrators and assigns. These covenants shall survive the closing for the sale of the Property.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

F. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable

law, such provision shall be ineffective to the extent of invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the day and year set forth below.

WITNESS:

PURCHASER:
MICHAEL C. PANICUCCI, JR.

Dated: _____

WITNESS:

SELLER:
CHARTER TOWNSHIP OF CHESTERFIELD

BY: _____
Michael E. Lovelock
Its Supervisor

Dated: _____

Seller acknowledges receipt of Purchaser's signed acceptance of this Agreement.

Dated: _____

EXHIBIT "A"

PARCEL LEGAL DESCRIPTION

SUPERVISORS PLAT NO 13 LOT 10

Parcel I.D. No. 015-09-27-256-006



Agenda Item # F

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT to Purchase Real Estate ("Agreement") executed this ___ day of July, 2016, by and between the Charter Township of Chesterfield, Macomb County, Michigan ("Seller"), whose offices are located at 47275 Sugarbush Road, Chesterfield, Michigan 48047, and Morelli Custom Homes, LLC, a Michigan limited liability company ("Purchaser"), whose address is 22256 Macomb Industrial Drive, Clinton Township, Michigan 48036.

WITNESSETH:

WHEREAS Seller intends to acquire fee title to certain real property ("Property") located in the Charter Township of Chesterfield, Macomb County, Michigan, as more fully described in Exhibit "A" attached hereto and incorporated herein, from the Macomb County Treasurer subsequent to tax foreclosure proceedings instituted by the County in connection with the Property; and

WHEREAS, Purchaser intends to purchase the Property immediately subsequent to Seller's acquisition of the Property from the Macomb County Treasurer; and

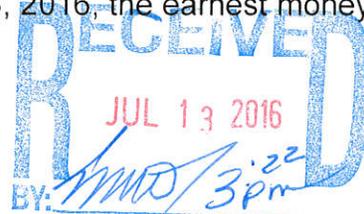
WHEREAS, Purchaser and Seller acknowledge that Purchaser's obligation to purchase the Property is expressly contingent upon Seller's acquisition of the Property from the Macomb County Treasurer; and

WHEREAS, Purchaser and Seller desire to set forth the terms and conditions of the purchase and sale of the Property in this Agreement.

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

1. **OFFER TO PURCHASE.** Purchaser agrees to purchase the Property in accordance with the terms and conditions of this Agreement. The purchase price for the Property is Thirty Eight Thousand Two Hundred Fifty and 00/100 (\$38,250.00) Dollars. The sale is to be consummated by delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money is to be made by certified or cashier's check or wire transfer.

2. **EARNEST MONEY DEPOSIT.** Upon Purchaser's execution of this Agreement, Purchase shall deliver to Seller an earnest money deposit in the amount of Five Thousand (\$5,000.00) Dollars. Seller shall hold the earnest money deposit until Seller executes this Agreement. In the event Seller does not execute this Agreement on or before July 18, 2016, the earnest money deposition shall be returned to Purchaser. In the event Seller executes the Agreement on or before July 18, 2016, the earnest money



deposit shall be delivered to the Greco Title Agency, 36800 Gratiot Avenue, Clinton Township, MI 48035, ("Depository"). Depository shall hold the deposit in an escrow account as earnest money for the transaction described in this Agreement to evidence Purchaser's good-faith intention to consummate the Agreement. Depository agrees to be bound by this paragraph by accepting the amount tendered. If this Agreement is not consummated because Purchaser fails to perform any of its obligations under this Agreement, Seller shall notify Depository in writing to deliver the deposit and any interest to Seller as liquidated damages for Purchaser's failure to complete this Agreement. If the transaction contemplated by this Agreement is not consummated because Seller breaches a warranty or fails to perform any of its obligations under this Agreement, Purchaser shall notify Depository in writing to return the deposit and any interest to Purchaser. If the transaction contemplated by this Agreement is consummated, Depository shall deliver the deposit to Seller at the closing to be applied to the purchase price of the Property. After receiving written notice from either party that the deposit and interest should be delivered to that party, Depository shall notify the other party of the demand. If a written objection is not received within five (5) days, Depository may forward the amount pursuant to the notice. If a written objection is received within five (5) days, Depository shall hold the amount until the parties resolve their dispute and each notifies Depository in writing of the resolution or Depository shall file an interpleader action and pay the money to the court.

3. TITLE INSURANCE & OBJECTIONS TO TITLE.

A. Evidence of Title. Within ten (10) days from Seller's execution of this Agreement, as evidence of title, Seller shall order a commitment for a policy of title insurance from the Greco Title Agency bearing a date subsequent to the Agreement date in an amount not less than the purchase price and offering to guarantee marketability of the title of the Property. The commitment shall be delivered to Purchaser immediately upon issuance thereof. In the event Seller does not order the commitment as required herein, Purchaser may do so. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to said commitment.

B. Title Objections. If Purchaser objects to title, Purchaser must notify Seller of the same within ten (10) days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty (30) days of the notice of defects. If Seller eliminates the defects claimed within the time specified Purchaser agrees to complete the sale pursuant to the terms of this Agreement. If Seller elects not, or is unable, to remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of all monies deposited hereunder in full termination of this Agreement.

4. **CONDITION PRECEDENT FOR PERFORMANCE BY PURCHASER.**

The obligation of Purchaser to consummate the sale contemplated by this Agreement is subject to Seller's acquisition of the Property within sixty (60) days from the date of this Agreement. In the event Seller does not acquire title to the Property within sixty (60) days from the date of this Agreement, all rights and obligations of both parties hereunder are terminated, this Agreement shall be null and void and all monies deposited by Purchaser pursuant to Paragraph 2 shall be returned to Purchaser forthwith.

5. **CLOSING.** The closing shall take place subsequent to Seller's acquisition of the Property and Purchaser's satisfaction with evidence of title as set forth in Paragraph 3(B) unless the parties mutually agree in writing to an alternate date for closing. Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

A. **Seller's Obligations at Closing.** At closing, Seller shall:

i. Execute a good and sufficient Warranty Deed conveying good and marketable title to the Property to Purchaser, subject to any and all easements and other encumbrances of record and/or as otherwise disclosed on the title commitment.

ii. Cause the premiums due and payable to the title company for the insurance of the title insurance policy to be paid and cause the title company to issue the title insurance policy with standard exceptions.

iii. Pay all real estate and transfer taxes attributable to this sale of the Property, and pay all general and special assessments and real estate taxes in accordance with this Agreement. All taxes on the Property which are due and payable on or before the date of closing shall be paid by Seller. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority, and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Property taxes shall be treated as though paid in advance. Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be the obligation of Seller. All taxes of any kind levied upon the transfer of Property imposed as a consequence of this transaction or documentary stamps to be affixed to any document executed pursuant to this Agreement shall be the paid by Seller.

iv. Deliver possession of the Property to Purchaser.

B. **Purchaser's Obligations At Closing.** At closing, Purchaser shall:

i. Pay the Purchase Price to Seller in accordance with the terms and conditions of this Agreement.

ii. Reimburse Seller for the current real estate taxes attributed to Purchaser's period of ownership in accordance with this Agreement.

iii. Execute and deliver to Seller a copy of a Purchaser's Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

Seller and Purchaser each agree to execute and/or deliver such other agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party to carry out the provisions and intent of this Agreement.

6. **DEFAULT.** In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the earnest money deposit as liquidated damages. In the event of default by Seller, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement.

7. **GENERAL CONDITIONS.**

A. **Construction.** Whenever the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other.

B. **Time is of the Essence.** Time is of the essence regarding the performance of the terms of this Agreement.

C. **Entire Agreement.** Seller and Purchaser acknowledge that each has read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement may only be changed, modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

D. **Binding Effect.** The covenants herein shall be binding upon and shall enure to the benefit of Purchaser and Seller and their respective executors, heirs, legal representatives, successors, administrators and assigns. These covenants shall survive the closing for the sale of the Property.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

F. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the day and year set forth below.

WITNESS:

PURCHASER:
MORELLI CUSTOM HOMES, LLC

Dated: _____

WITNESS:

SELLER:
CHARTER TOWNSHIP OF CHESTERFIELD

BY: _____
Michael E. Lovelock
Its Supervisor

Dated: _____

Seller acknowledges receipt of Purchaser's signed acceptance of this Agreement.

Dated: _____

EXHIBIT "A"

PARCEL NO. 1 – LEGAL DESCRIPTION

SUPERVISORS PLAT NO 12 SELY 260 FT OF NWLY 1020 FT OF LOT 24 BEING SELY 260 FT OF PARC 16 OF KRANTZ EST

Parcel I.D. No. 015-09-28-326-006

PARCEL NO. 2 – LEGAL DESCRIPTION

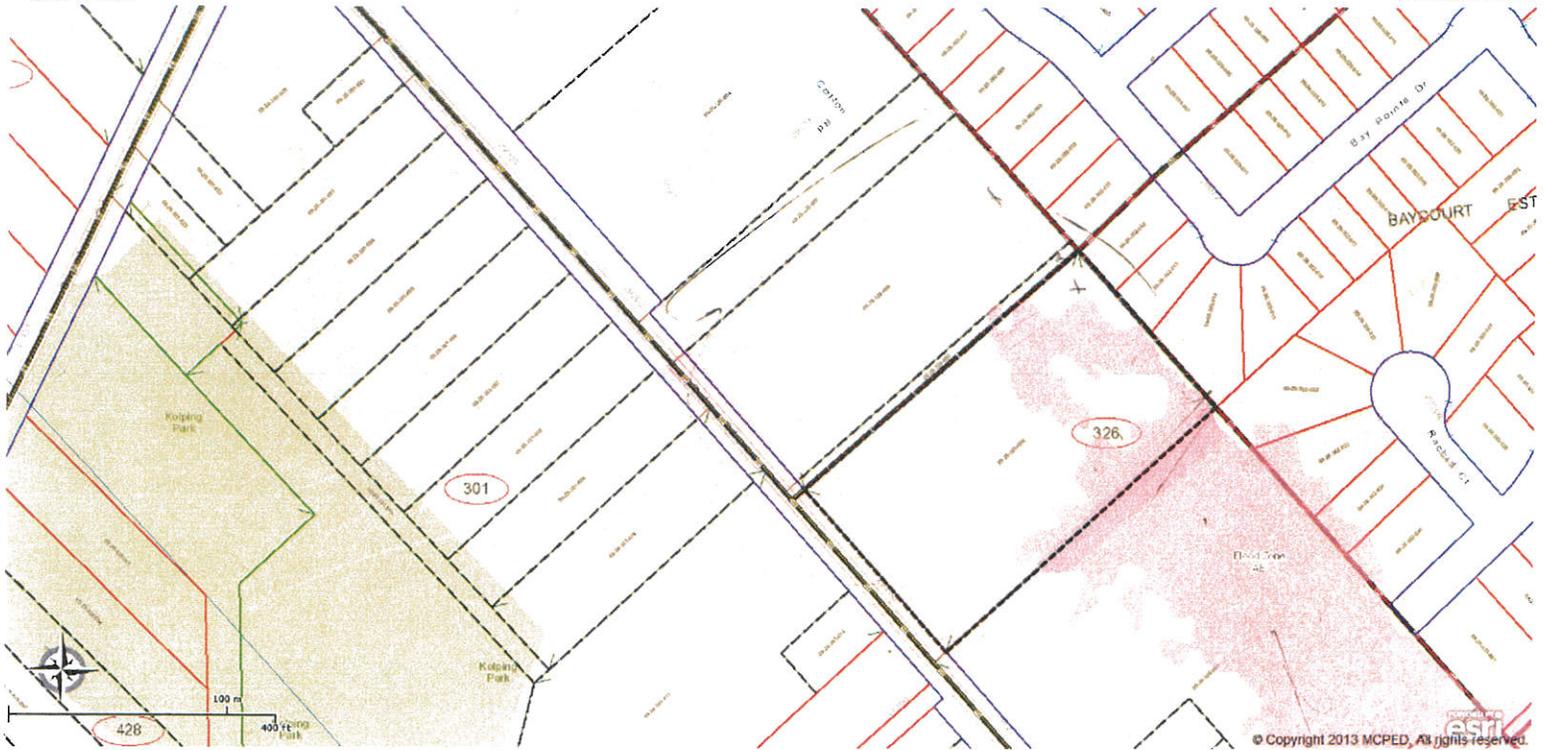
SUPERVISORS PLAT NO 12 LOT 24 EXC NW 1020 FT, BEING PART OF PARC 15 OF KRANTZ EST

Parcel I.D. No. 015-09-28-326-007

PARCEL NO. 3 – LEGAL DESCRIPTION

SUPERVISOR'S PLAT NO 2 PART OF LOT 92 DESC AS BEG AT A PT 906.63 FT N40*04' W OF SE COR LOT 92; TH N40*04' W 318.91 FT; TH S50*07' W 547.55 FT; TH S40*00' E 323.87 FT; TH N49*47' E 547.72 FT TO PT OF BEG, BEING PART OF PARC 15 OF KRANTZ EST.

Parcel I.D. No. 015-09-28-326-008



AE Flood Zone

28-326-008 Cotton
007

28-326-006 looks OK

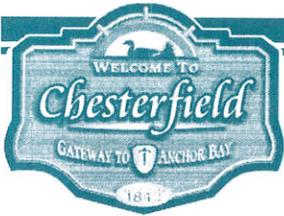
FEMA

TECHNICAL Bulletin 10-01

Gold Based on Fill

70 FT Lot 30 Front
35 REAR 5+15 min side

ZONED R-1-B



Agenda Item

July 18, 2016

Charter Township of Chesterfield Board of Trustees
47275 Sugarbush
Chesterfield, Michigan 48047

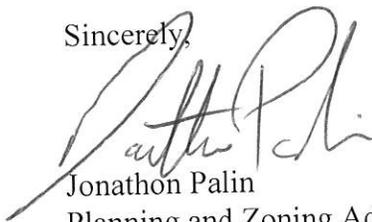
RE: Sign Ordinance Amendment

Dear Honorable Board Members:

Supervisor Lovelock and myself would like you to consider the attached proposed amendment to the sign ordinance Sec. 52-6.(6).c. This amendment is to address the issue of nonconforming signs being brought into conformance by 10 years after the effective date of the ordinances adoption on August 21, 2006.

It is my opinion that an extension of one year should be adopted in order to give the business owners of The Charter Township of Chesterfield proper notice of these changes. The Planning and Zoning Department will undertake the responsibility of taking an inventory of signs in the Township, and give the business owners proper notices of the requirements of the adopted sign ordinance, and conformance being required by August 21, 2017. These notices will be sent certified mail with a return receipt to ensure that the business owners have received proper notice.

Sincerely,



Jonathon Palin
Planning and Zoning Administrator



CHARTER TOWNSHIP OF CHESTERFIELD
MACOMB COUNTY, MICHIGAN
AMENDMENT OF CHARTER TOWNSHIP OF CHESTERFIELD
CODE OF ORDINANCES - SIGNS

ORDINANCE 161

AN ORDINANCE amending the Charter Township of Chesterfield Code of Ordinances, Chapter 52 (Signs) to permit an extension of time within which owners of nonconforming signs will be required to comply with the requirements of the Code and repealing any and all ordinances and/or resolutions in conflict therewith.

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

SECTION 1. AMENDMENT

Chapter 52 (Signs), Section 52-6(6)(c) of the Chesterfield Township Code of Ordinances is hereby repealed in its entirety and the following substituted therefore:

Nonconforming Signs

Any sign in office, business and industrial districts which is nonconforming as to size, projection, location, number of signs, position, material or construction, shall be taken down, removed, repaired, rebuilt or replaced, in such a manner as to bring the sign into compliance by the owner, agent or person having the beneficial use of the building, structure or land by August 21, 2017.

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

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

SECTION 3. SEVERABILITY

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

SECTION 4. PUBLICATION

A true copy or summary of this Ordinance shall be published in full in a newspaper of general circulation in the Charter Township of Chesterfield within thirty (30) days after its adoption.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon publication as set forth in Section 4.