

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

**September 19, 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 September 6, 2016.
  - C)** Approval of the Payment of Bills as submitted by the Finance Department.
- 5. REGULAR AGENDA:**
  - A)** Open sealed bids for parcels #015-09-28-326-006, #015-09-28-326-007 and #015-09-28-326-008.
  - B)** Open sealed bids for parcel # 015-09-27-256-006.
  - C)** Approve a contract for Emergency Medical Services between the Charter Township of Chesterfield and Medstar Inc. and authorize the Township Supervisor and Clerk to sign contract.
  - D)** Approve a request from the Parks and Recreation Department to award the Pollard Park baseball field's improvements to Homefield Turf and Athletic for a cost not to exceed \$80,990.45.
  - E)** Approve a request from Cabela Wholesale Inc. for a variance to provide a Letter of Credit in lieu of a performance, maintenance and guarantee bond for site improvements.
  - F)** Approve the AT&T application for renewed Video Services Local Franchise Agreement.

- G) Approve a request from Roseanne Hofman for a variance to her Vending License Application of 10 additional days, to sell pumpkins, hay and mums beginning October 10 through October 31, 2016 at 27953 23 Mile Rd.

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

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

8. **BOARD COMMENT:**

9. **ADJOURNMENT**

**NEXT REGULAR BOARD MEETING IS MONDAY, OCTOBER 3, 2016 AT 7 P.M. THE DEADLINE FOR THE SUBMITTAL OF ITEMS FOR THE AGENDA IS NOON WEDNESDAY, SEPTEMBER 28, 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: September 15, 2016**

# Consent Agenda Item # **B**

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

September 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, DeMuyunck  
Also Present: Recording Clerk Geremesz, Township Attorney Seibert

The Pledge of Allegiance was led by Police Officer Candidates Joshua Baker and Kyle LeBeau. **PLEDGE OF ALLEGIANCE**

Clerk Berry administered the Oath of Office to Police Officers Joshua Baker and Kyle Le Beau. **PRESENTATIONS**

Motion by Berry, supported by Joseph to: **5A)** Approve the Agenda as submitted. **5B)** Approve the Minutes of the August 15, 2016 Regular Board meeting. **5C)** Approve the Payment of Bills as submitted by the Finance Department. **CONSENT AGENDA /APPROVED**

Roll Call Vote:

Ayes: Berry, Joseph, Anderson, Bell, DeMuyunck, Hartman, Lovelock  
Nays: None **MOTION CARRIED**

Motion by Lovelock, supported by DeMuyunck to open the public hearing at 7:08pm to hear comments regarding the sale of township property. **MOTION TO OPEN THE PUBLIC HEARING REGARDING THE SALE OF TOWNSHIP PROPERTY/APPROVED**  
Roll Call Vote:  
Ayes: Lovelock, DeMuyunck, Anderson, Joseph, Bell, Hartman, Berry  
Nays: None **MOTION CARRIED**

Paul Lafata and Lou Nigro addressed the board.

Motion by Lovelock, supported by DeMuyunck to close the public hearing at 7:17pm. **MOTION TO CLOSE THE PUBLIC HEARING/APPROVED**  
Roll Call Vote:  
Ayes: Lovelock, DeMuyunck, Anderson, Joseph, Bell, Hartman, Berry  
Nays: None **MOTION CARRIED**

Motion by Lovelock, supported by Hartman to adopt Ordinance 162 amending the Code of Ordinances, Chapter 64, Article IV, Wastewater Pretreatment and authorize final publication.

*AN ORDINANCE amending the Charter Township of Chesterfield Code of Ordinances, by amending Chapter 64, Article IV (Wastewater Pretreatment) to incorporate amendments to the Code of Federal Regulations regarding the discharge of wastewater and wastewater collection and treatment systems, to streamline necessary procedures for compliance with the amendments to the Code of Federal Regulations and for improvement of the efficiency, operation and implementation of the City of Detroit Water and Sewerage Department's Industrial Pretreatment Program, to establish new regulatory requirements for Centralized Waste Treatment Facility dischargers and for groundwater dischargers, to place new responsibility upon industrial users for conducting self-monitoring and waste minimization activities, and to modify the appeal and reconsideration process available to industrial users for redress of administrative actions by the City of Detroit Water and Sewerage Department and the Township, and to repeal any and all ordinances and/or resolutions in conflict therewith.*

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO ADOPT ORD.  
162 REGARDING  
WASTEWATER  
PRETREATMENT  
/APPROVED**

Motion by Anderson, supported by Joseph to approve a request from Trustee Anderson, pursuant to Chesterfield Township Meeting Rules and Regulations 10.4b, to reconsider Resolution 2016-10 establishing nonresidential sewer rates as approved at the August 15, 2016 regular township board meeting.

Roll Call Vote:

Ayes: Anderson, Joseph, Berry

Nays: DeMuynck, Bell, Hartman, Lovelock

**MOTION DENIED**

**MOTION TO APPROVE  
THE RECONSIDERATION  
OF RESOLUTION 2016-10  
/DENIED**

Motion by Lovelock, supported by Anderson to approve Resolution 2016-12 for a Charitable Gaming License to be issued to Walk for the Beat, Inc.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
RESOLUTION 2016-12  
/APPROVED**

Motion by Lovelock, supported by Berry to approve a request from the Treasurer's Department to place Detention Pond Special Assessments on the 2016 tax rolls.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
DETENTION POND  
SPECIAL ASSESSMENTS  
FOR 2016/APPROVED**

Motion by Lovelock, supported by Berry to approve a request from the Treasurer's Department to place Special Lighting Special Assessments on the 2016 tax rolls.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
SPECIAL LIGHTING  
SPECIAL ASSESSMENTS  
FOR 2016/APPROVED**

Motion by Lovelock, supported by Joseph to approve Supervisor's recommendation to re-appoint Wendy Jones to the Zoning Board of Appeals with her term expiring in September of 2019.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
THE REAPPOINTMENT  
OF WENDY JONES TO  
ZBA/APPROVED**

Motion by Joseph, supported by Anderson to approve a request from the Police Department to contract with Plante Moran to conduct a financial analysis for long term budgeting, at a total cost of \$8,000.00.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
A FINANCIAL ANALYSIS  
OF THE POLICE  
DEPT./APPROVED**

Motion by Lovelock, supported by Berry to approve a request from the Police Department to award the replacement of the air conditioning unit in the Detective Bureau to Great Dane Heating and Air Conditioning for a total cost of \$3,714.97.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
THE REPLACEMENT  
OF THE AIR  
CONDITIONING UNIT  
IN THE POLICE  
DEPT./APPROVED**

Approve a request from Roseanne Hofman for a variance to sell pumpkins, hay and mums beginning September 20 through October 31, 2016 at 27953 23 Mile Rd., Chesterfield, MI 48047.

After board discussion with applicant no action was taken.

**NO ACTION TAKEN ON  
REQUEST BY HOFFMAN  
TO SELL PUMPKINS**

Motion by Lovelock, supported by Berry to approve a request from AEW to allow the vacation of an existing water main easement at Northpointe Condominiums and authorize the Township Supervisor and Clerk to sign agreement.

Roll Call Vote:

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

Nays: None

**MOTION CARRIED**

**MOTION TO APPROVE  
VACATION OF  
WATERMAIN EASEMENT  
FOR NORTHPOINTE  
CONDOMINIUMS  
/APPROVED**

Motion by Lovelock, supported by DeMuynck to recess for 5 minutes at 8:30pm.

Ayes: All

Nays: None

**MOTION TO RECESS  
FOR 5 MINUTES AT 8:30  
PM/APPROVED**

Motion by Lovelock, supported by Joseph to resume the meeting at 8:35pm.

Roll Call Vote:

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

Nays: None

**MOTION TO RESUME AT  
8:35 PM/APPROVED**

Motion by Berry, supported by Joseph to postpone, to the October 3, 2016 regular board meeting, approval of the recommendation from the Planning Commission to approve the Salt River Flats PUD 2015-14 with requirements stipulated by the Chesterfield Township Fire Department.

Roll Call Vote:

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

Nays: None

**MOTION TO POSTPONE  
APPROVAL OF SALT  
RIVER FLATS  
PUD/APPROVED**

Approval of the recommendation from the Planning Commission to approve the Hidden Creek Condominium Site Plan 2016-16 was pulled from the agenda.

**HIDDEN CREEK SITE  
PLAN PULLED FROM  
THE AGENDA**

Ronnie Cox, Joe Katich, Paul Lafata, Virginia Shepard, Victor Lake and Joe Mazur addressed the board.

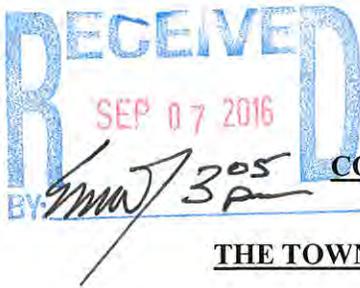
**PUBLIC COMMENTS**

Motion by Lovelock, supported by Berry to adjourn the meeting at 9:43pm.

Ayes: All

Nays: None

**ADJOURNMENT**



**CONTRACT FOR EMERGENCY MEDICAL SERVICES**  
**BETWEEN MEDSTAR, INC. AND**  
**THE TOWNSHIP OF CHESTERFIELD, MACOMB COUNTY, MICHIGAN**

THIS AGREEMENT is made this 20th day of September, 2016 by and between Medstar, Inc., a Michigan Corporation, hereinafter referred to as “Medstar”, with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan 48036, and the Township of Chesterfield, a Michigan Township, 47275 Sugarbush Road, Chesterfield, Michigan 48047, hereinafter referred to as “Township”.

**RECITALS**

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Michigan Department of Health and Human Services as amended from time to time. Medstar’s responsibilities under the agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

**ARTICLE I**  
**SERVICE AREA**

The Township of Chesterfield shall be the primary response area as defined in Subsection “M” of definitions.

**ARTICLE II**  
**SERVICE**

Medstar shall provide advanced life support (ALS) and Basic Life Support (BLS) ambulances as appropriate for the request as determined through the recognized emergency medical dispatch information provided.

**ARTICLE III**  
**QUALIFICATIONS OF MEDSTAR**

Medstar will furnish ambulances and response vehicles licensed by the Michigan Department of Health and Human Services-EMS Division, and staffed with personnel appropriate for the license

level of each vehicle. Medstar will provide advanced life support (ALS) ambulances staffed by at least one paramedic and one Emergency Medical Technician, and basic life support (BLS) ambulances, staffed by two Emergency Medical Technicians as the basis of this agreement.

Medstar will maintain accreditation by the Commission on Accreditation of Ambulance Services (CAAS) throughout the course of this agreement.

#### **ARTICLE IV** **PERSONNEL**

Medstar shall furnish for each ALS ambulance not less than two (2) EMT's, at least one of which will be a Paramedic. For each BLS ambulance, Medstar will provide two (2) EMT's.

#### **ARTICLE V** **MEDICAL CONTROL**

The Michigan Department of Community Health-EMS Division has designated a medical control authority for the County of Macomb under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by Medstar is under the direction of the Macomb County EMS Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

**ARTICLE VI**  
**EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION**

Medstar will maintain a communication link between its dispatch center and the designated dispatch center utilized by the Township.

Township’s designated dispatch center will provide Emergency Medical Dispatch (EMD) call screening utilizing the National Academy of Emergency Medical Dispatch (NAEMD) telephone triage criteria, and will categorize requests for EMS service through the use of the nationally standardized EMD process. The Township’s designated dispatch center will provide Medstar summarized call information including address and cross street(s), primary medical complaint of the anticipated patient(s), and the categorization of the request based on the EMD process.

<b>National Academy of Emergency Medical Dispatch © Standardized Response Mode/Time Matrix</b>				
<b>Call Determinant Level</b>	<b>Ambulance Response Mode</b>	<b>Ambulance Level</b>	<b>First Response Mode</b>	<b>Response Time</b>
<b>Echo</b>	RLS	ALS	RLS	8:59 / 90%
<b>Delta</b>	RLS	ALS	RLS	8:59 / 90%
<b>Charlie</b>	NRLS	BLS	N/I	n/a
<b>Alpha</b>	NRLS	BLS	N/I	n/a
<b>Omega</b>	Referral to Alternative Care			

Medstar will utilize the appropriate level and response mode for each response, as categorized through the national criteria.

**ARTICLE VII**  
**RESPONSE TIME**

Medstar will respond to requests for services within a reasonable time, consistent with the categorization of the request based on the call screening process and in compliance with any applicable medical control authority protocols. Emergency requests requiring the highest priority of medical response will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time. Requests that are categorized to be a non-emergency response will receive responses that are safe and appropriate for the clinical and response conditions present at the time of the request.

Medstar will provide the township supervisor quarterly reports summarizing the response time performance data.

**ARTICLE VIII**  
**INDEMNITY**

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify Township from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The Township and Medstar also retain all rights to assert common law indemnification and statutory contribution.

**ARTICLE IX**  
**TERM OF AGREEMENT**

This Agreement is effective as of the date first written above. The term of this Agreement shall be for a period of five (5) years from and after January 1, 2016.

**ARTICLE X**  
**PAYMENT AND FEES TO BE CHARGED**

- A. For all services rendered by Medstar to any person residing in the primary response area, Medstar will charge the fees in its Normal Service Fee Schedule for such service directly to said person, and such fees shall be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the Township. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. Medstar will accept payment from state, federal, and commercial insurers in conformance with the policy provisions of such insurers. It is expressly understood and agreed that the Township shall not be obligated to collect and/or pay to Medstar any fees that are not paid by the responsible party.
- B. In the event that Medstar renders services to a Township employee who is injured in the line of duty, it will bill the Township or, if applicable, the Township's worker's compensation carrier.

**ARTICLE XI**  
**BASE OF OPERATIONS**

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within the Township to optimize its response time performance. In the event the Township objects to any deployment location, it shall notify Medstar in writing of such objection. Medstar will make reasonable efforts to remedy such complaint. The Township agrees not to withhold unreasonably its approval of any location site.

**ARTICLE XII**  
**PATIENT SATISFACTION SURVEY**

Medstar shall survey Township patients receiving services regarding customer satisfaction through the utilization of a nationally benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the township Supervisor. Any complaints or significant negative feedback will be provided to the township Supervisor on a quarterly basis, along with Medstar investigation findings regarding the incident. It is expressly understood that Medstar will not share protected health information (PHI) during its reporting of the investigation or findings.

**ARTICLE XIII**  
**INSURANCE**

Medstar shall secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the Township:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - \$1,000,000 per occurrence; \$3,000,000 in the aggregate. Automobile Liability - \$1,000,000 combined single limit.

Township shall be named as Additional Insured on such policies. Such insurance shall be primary for any liability of Medstar arising out of its indemnification of Township pursuant to Article VIII. Medstar shall also maintain Excess Liability in the amount of \$10,000,000.

**ARTICLE XIV**  
**INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Medstar is an independent contractor for all purposes under the terms of this agreement, and it is not intended to be an agent, servant, employee, or appointee of the Township.

**ARTICLE XV**  
**COMPLIANCE WITH LAWS**

Medstar agrees that it shall comply with each and every Federal and Michigan law and each and every ordinance of the Township of Chesterfield in any and all matters relating to or arising out of this agreement included, by way of example, and not limited to, all such laws and ordinances concerning licensing, training, or personnel and operation of motor vehicles.

**ARTICLE XVI**  
**TERMINATION**

This agreement may be terminated by either party upon delivery of written notice of termination not less than ninety (90) days prior to the effective date thereof. Such notices shall be deemed duly made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

Township of Chesterfield  
Michael Lovelock  
47275 Sugarbush  
Chesterfield, Michigan 48047

Medstar  
Kolby Miller  
380 N. Gratiot  
Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reason for the Township's Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the Township to give Notice of Termination.

**ARTICLE XVII**  
**COMPLETE AGREEMENT**

Each of the parties expressly covenant and agree that this instrument constitutes the complete agreement between the parties. There are no other oral or written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

**ARTICLE XVIII**  
**NON-DISCRIMINATION**

Both parties agree that any services to be provided shall be provided in a manner which is not discriminatory on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

The parties have executed this agreement as of the date and year written above.

**Township of Chesterfield**

BY: \_\_\_\_\_  
Michael Lovelock, Township Supervisor

BY: \_\_\_\_\_  
Cindy Berry, Township Clerk

**Medstar, Inc.**

BY: \_\_\_\_\_  
Kolby Miller, Chief Executive Officer

*ok to add  
on  
AP*

# Agenda Item # **D**

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

**TO:** Honorable Board Members

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

**DATE:** September 12, 2016

**RE:** Agenda Request – September 19, 2016  
Approval to Improve Grade & Playing Surface on Five Fields at Pollard Park

**RECEIVED**  
SEP 13 2016  
BY: *[Signature]*

The Parks and Recreation Department would like to request approval to improve the grade and playing surface on all five baseball diamonds at Pollard Park. The contractor will handle all upgrades and improvements including survey, field layout, sod cut/removal, rough grade, distribution, laser grade, topdressing, finish work, clean up, spoil removal, warning tracks, incorporate and till.

Our Department is seeking Township Board approval to award this project to Homefield Turf & Athletic in an amount not to exceed \$80,990.45 which includes an additional 10% in case additional materials are required once the work commences. Our department generated an RFP for this project and the following bids were received (we've added a 10% safety net to each bid for comparability.)

- Homefield Turf: \$80,990.45
- Water & Management: \$83,757.30
- Landscape Design: \$87,852.60
- Mark Reuter/Backer Landscaping: \$97,318.10
- Bob's Landscaping: \$104,590.20
- Sexton Landscaping: \$107,525

Homefield Turf will perform infield topography, measure and mark fields for trimming, trim grass edges, clean the field, laser grade skin using existing material, top dress with Dura Edge Classic and till into existing surface (3" deep), install Dura Edge Classic to bring fields up to grade, re-laser grade, check bases for square and relocate as needed, groom for play, and upgrade warning tracks. Our contractor will also be purchasing Dura Edge Classic infield mix and ProSlide Classic topdressing as required for these improvements.

This capital improvement project was budgeted for this year and will be expended from account number 508-753-956.070 the parks and recreation department's capital outlay fund.

Thank you for your consideration of this request. Should there be any questions, please contact me at extension 1195 or via email at [cgalatis@chesterfieldtwp.org](mailto:cgalatis@chesterfieldtwp.org)



# Athletic Field Proposal

FOR: Pollard Park

LOCATION: Pollard Park DATE: 6/25/2016  
 CONTACT: \_\_\_\_\_ FIELD/TYPE: Softball  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)  
 Contact Info: \_\_\_\_\_  
 \_\_\_\_\_ (Phone) \_\_\_\_\_ (Fax) \_\_\_\_\_ (e-mail)

Homefield Turf & Athletic Inc. is pleased to submit the following estimate for work to be completed at your location. Please contact me with any changes or concerns.

**OBJECTIVE: Improve grade and playing surface 5 fields Pollard park**

## ATHLETIC FIELD OPERATIONS

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Survey       | <input checked="" type="checkbox"/> Topdressing            | <input checked="" type="checkbox"/> Warning Track | <input type="checkbox"/> Fertilizer             |
| <input checked="" type="checkbox"/> Field Layout | <input checked="" type="checkbox"/> Finish Work            | <input type="checkbox"/> Drainage                 | <input type="checkbox"/> Mulch                  |
| <input checked="" type="checkbox"/> Sod Cut      | <input type="checkbox"/> Batter/Pitcher Area               | <input type="checkbox"/> Skin to Turf             | <input type="checkbox"/> Weed Control           |
| <input checked="" type="checkbox"/> Sod Removal  | <input type="checkbox"/> Install Bases                     | <input type="checkbox"/> Turf Baseline            | <input checked="" type="checkbox"/> Incorporate |
| <input checked="" type="checkbox"/> Rough Grade  | <input type="checkbox"/> Sideline                          | <input type="checkbox"/> Seed Broad/Slit          | <input checked="" type="checkbox"/> Till        |
| <input checked="" type="checkbox"/> Distribute   | <input checked="" type="checkbox"/> Clean Up               | <input type="checkbox"/> Sod                      | <input type="checkbox"/> Ammend Skin            |
| <input checked="" type="checkbox"/> Laser Grade  | <input checked="" type="checkbox"/> Spoils on site/Removed | <input type="checkbox"/> Baselines                | <input type="checkbox"/>                        |

## DETAILS OF JOB:

- |  |  |
|--|--|
| <u>1 Perform infield topography</u>                    | <u>8 Install Dura Edge Classic to bring fields up to grade</u> |
| <u>2 Measure and mark field for trimming</u>           | <u>9 Re-laser grade</u>  |
| <u>3 Trim grass edges</u>                              | <u>10 Check bases for square and relocate as needed</u>        |
| <u>4 Clean field</u>                                   | <u>11 Groom for play</u>                                       |
| <u>5 Laser grade skin using existing material</u>      | <u>12 Upgrade warning tracks with red material</u>             |
| <u>6 Topdress with Dura Edge Classic aprox 20 tons</u> | <u>Quote does not include materials</u>                        |
| <u>7 Till into existing surface 3 inch depth</u>       |  |

## ATHLETIC FIELD MATERIALS

- |   |                         |                                    |                       |
|---|-------------------------|------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> Dura Edge   | <u>550 tons</u>         |                                    |                       |
| <input type="checkbox"/> Clay Mound/Plate       | _____                   |                                    |                       |
| <input checked="" type="checkbox"/> Topdressing | <u>24 tons Proslide</u> | <b>TOTAL LABOR &amp; EXPENSES:</b> | <u>\$19,500.00</u>    |
| <input type="checkbox"/> Amendment              | _____                   |                                    |                       |
| <input type="checkbox"/> Top Soil               | _____                   | <b>TOTAL MATERIAL:</b>             | <u>Owner supplied</u> |
| <input type="checkbox"/> Seed/Sod               | _____                   |                                    |                       |
| <input type="checkbox"/> Fertilizer/Mulch       | _____                   | <b>TOTAL COST OF PROJECT:</b>      | <u>\$19,500.00</u>    |
| <input type="checkbox"/> Other                  | _____                   |                                    |                       |

Homefield Turf & Athletic Inc. appreciates you time and consideration. We Look forward to working with you. If this proposal meets your approval, please sign and fax back to our office at (248) 623-4739, or e-mail to: [mike@homefieldathletic.com](mailto:mike@homefieldathletic.com)

Sincerely,

*Mike Robinson*

Mike Robinson, President

P.O. #: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Date)

***Get the Homefield Advantage!***



**QUOTATION AND ACCEPTANCE ORDER**

Date: 6/29/16  
 Customer: Chesterfield Township (MI)  
 Attention: Chris Galatis  
 Project: Pollard Park

I am pleased to quote you the following price(s):

Quantity	Unit Type	FOB	Product Description	Delivered Price	Total
550	Bulk Ton	MI	DuraEdge Classic Infield Mix	\$ 88.32	\$ 48,576.00
24	Bulk Ton	MI	ProSlide Classic Topdressing	\$ 231.32	\$ 5,551.68
<b>Grand Total</b>					<b>\$ 54,127.68</b>

**TERMS AND CONDITIONS OF SALE:**

- DE Classic price based on 50 ton loads. ProSlide price based on 23 ton load minimum.
- Payment terms are Net 30 days with approved credit.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale on page -2-.

THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**Chesterfield Township (MI):**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Authorized Signor

**NATURAL SAND COMPANY, INC.:**

Coby Schmucker, Regional Sales Manager  
 Email: cschmucker@duraedge.com  
 Phone: (724) 870-4250

**Natural Sand Company, Inc., a division of DuraEdge Products, Inc.**

Phone: (866) 867-0052 Fax: (724) 264-4174  
 149 South Broad St, Grove City, PA 16127  
 www.duraedge.com

# Agenda Item # E

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

ROBERT J. SEIBERT  
LAWRENCE W. DLOSKI  
CHRISTINE D. ANDERSON

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

September 12, 2016

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

Re: Cabela's Wholesale, Inc. – Variance Request

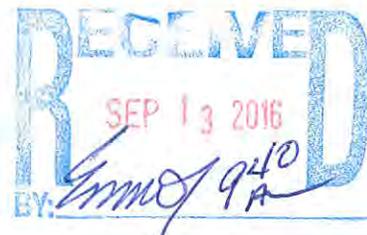
Dear Board Members:

As you are aware, Cabela's Wholesale, Inc. is now in the process of obtaining final engineering approvals for the construction of the new Cabela's facility located within the Chesterfield Towne Centre. Initial site improvements will include the installation of water, sanitary sewer, storm sewer and paving. The estimated cost of those improvements is \$1,541,340.

Section 30-346 of the Chesterfield Township Engineering Design Standards provides that prior to commencement of any project improvements, the developer shall provide:

a performance bond and labor and material bond in the full amount of the contract for such improvements. Prior to the acceptance of improvements by the township, a two-year maintenance bond in the full amount of the contract for such improvements shall be posted by the owner.

Cabela's has requested the Township to accept a Letter of Credit for the full amount of the improvements to satisfy the performance and maintenance bond requirements contained in Section 30-346. Cabela's counsel has prepared a proposed Development Agreement for incorporation in a Letter of Credit which will set forth Cabela's obligations for the installation of the improvements and the two-year maintenance guarantee. We are enclosing a copy of the Development Agreement with this correspondence. In our professional opinion, the Letter of Credit provides adequate financial security for the construction of the improvements as well as maintenance of those improvements for the two-year period subsequent to construction.



Section 30-411 authorizes the Township Board to grant a variance of any of the engineering design standards established by Chapter 30 the Code of Ordinances. At the September 19 regular Board meeting, you will be requested to consider the grant of a variance and permit the issuance of a Letter of Credit in combination with the execution of the Development Agreement as an allowed variance to the bonding requirements. We will be prepared to discuss these issues with the Board at the meeting. In the interim, should you have any questions concerning this issue, please feel free to contact the undersigned at your convenience.

Very truly yours,

SEIBERT AND DLOSKI  
Professional Limited Liability Company



Robert J. Seibert

RJS/kj

Enclosure(s)

cc: Mike Lovelock, Supervisor  
Don Coddington, DPW Superintendent  
Gordie Wilson, AEW  
Aseel Putros, AEW

## DEVELOPMENT AGREEMENT

This Development Agreement is made as of September \_\_, 2016 (this "Agreement"), by and between Cabela's Wholesale, Inc. ("Cabela's") and Chesterfield Township ("Township").

Whereas, Cabela's is under contract to purchase and develop a site in Chesterfield Township, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Cabela's Site");

Whereas, as part of the Township's approval of Cabela's site plan for the Cabela's Site, Cabela's has agreed to construct certain utility infrastructure and paving work specific to the Cabela's Site (the "Development Work"), which Development Work, including the cost thereof, is generally described on Exhibit B attached hereto and made a part hereof. The specifics of the Development Work are more particularly set forth in the plans and specifications prepared by Cabela's and submitted to and approved by the Township (the "Plans");

Whereas, in order to secure Cabela's obligation to complete the Development Work, upon commencement thereof, and to maintain the Development Work for a period of two years, the Township requires Cabela's to provide security therefor, and thus, the parties desire to enter into this Agreement.

Now therefore, for good and valuable consideration, the parties agree as follows:

1. **General.** The recitals set forth above are true and accurate and form a material part of this Agreement.

2. **Development Work.** Upon commencement of the Development Work, Cabela's agrees to construct the Development Work pursuant to the Plans. Completion of the Development Work pursuant to the Plans will be evidenced by the Township's issuance of written approval of the Development Work (the "Approval Date"). Township agrees not to withhold such written approval if the completed Development Work complies with the Plans.

3. **Maintenance.** Cabela's agrees to maintain the Development Work and keep it free from defect for a period of two years from and after the Approval Date (the "Maintenance Term"). Cabela's will not be responsible for any maintenance required as a result of the Township's negligence or willful misconduct.

4. **Letter of Credit.** To secure Cabela's obligations under this Agreement, and subject to the terms hereof, Cabela's is simultaneously delivering a letter of credit in the amount of \$1,541,340 (the "Letter of Credit") to the Township. Cabela's agrees to keep the Letter of Credit in effect until the expiration of the Maintenance Term. The Letter of Credit is currently for a one year term; however, it contains an automatic renewal provision for subsequent years. Township shall be entitled to draw on the Letter of Credit under the following circumstances:

a. If, upon commencement of the Development Work, Cabela's fails to perform its obligations under Section 2 of this Agreement prior to the Approval Date, and such failure is not cured within thirty (30) days after receipt of notice thereof or if such cure cannot reasonably be effectuated within thirty days then within such reasonable time as shall be necessary to effectuate such cure so long as Cabela's diligently pursues the same to completion;

b. If Cabela's fails to perform its obligations under Section 3 of this Agreement during the Maintenance Term, and such failure is not cured within thirty (30) days after receipt of notice thereof or if such cure cannot reasonably be effectuated within thirty days then within such reasonable time as shall be necessary to effectuate such cure so long as Cabela's diligently pursues the same to completion; or

c. If Township receives notice from the issuer of the Letter of Credit that the Letter of Credit will expire prior to the end of the Maintenance Term and Cabela's does not provide a renewal or replacement letter of credit (acceptable to Township) at least fifteen days before the expiration or non-renewal of the Letter of Credit.

Township shall only use funds from the Letter of Credit to reimburse it for actual costs and expenses incurred to cure Cabela's failure to perform its obligations under this Agreement.

5. **Notice.** Except as otherwise expressly provided herein, all notices, demands and requests (each, a "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) actually received by the party intended, (ii) delivered to the then-designated address of the party intended, or (iii) rejected at the then-designated address of the party intended, provided such notice was sent by certified mail, return receipt requested, prepaid or nationally recognized carrier with delivery confirmation (e.g. Federal Express). The initial addresses of the parties shall be as follows:

Township:	Chesterfield Township 47275 Sugarbush Road Chesterfield, MI 48047
Cabela's:	Cabela's Wholesale, Inc. One Cabela Drive Sidney, NE 69160 Attention: Director of Real Estate
With copy to:	Cabela's Wholesale, Inc. One Cabela Drive Sidney, NE 69160 Attention: Legal-Real Estate

Each party shall have the right to change its address to any other address within the United States of America upon at least ten (10) days prior written notice to the other party.

6. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Michigan (without regard to any choice or conflict of laws rules). This Agreement may be executed and delivered in counterparts. A copy of a party's signature hereon will be considered the equivalent of its original signature. If a party is prevented or delayed in performing any obligation under this Agreement as a result of force majeure or other event beyond its reasonable control, then the time period for performance thereof shall be extended for a reasonable amount of time as a result thereof. Section/Paragraph headings are used in this Agreement merely for convenience and reference, and shall not be used to interpret this Agreement. This Agreement is contingent upon Cabela's acquiring the Cabela's Site and proceeding with its development thereof.

*[Rest of this page intentionally left blank; signatures on next page]*

The parties have executed this Development Agreement as of the date first written above.

Cabela's Wholesale, Inc.

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Chesterfield Township

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

PART OF THE SOUTHEAST 1/4 OF SECTION 31, T3N-R14E, CHESTERFIELD TOWNSHIP, MACOMB COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE S87°56'57"W, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, 1522.77 FEET TO THE POINT OF BEGINNING; THENCE S02°03'03"E 127.66 FEET; THENCE S24°12'37"W 473.30 FEET; THENCE S01°06'42"E 207.98 FEET; THENCE S88°53'18"W 128.22 FEET; THENCE S24°12'37"W 113.96 FEET; THENCE N65°43'11"W 520.40 FEET; THENCE N24°12'27"E 771.98 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE N87°56'57"E ALONG SAID EAST-WEST 1/4 LINE 517.35 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Water	\$ 376,340.00
Sanitary Sewer	\$ 119,000.00
Storm Sewer	\$ 511,000.00
Paving	<u>\$ 535,000.00</u>
Total	\$1,541,340.00

22568615.2

# Agenda Item # F

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

September 12, 2016

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

Re: AT&T Application for Renewed Video Services Local Franchise Agreement

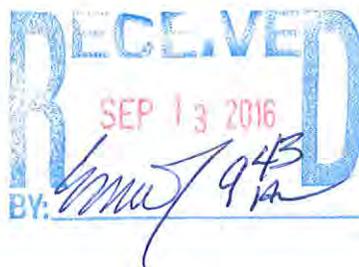
Dear Board Members:

AT&T has submitted an Application for Renewed Uniform Video Services Local Franchise Agreement. The form submitted by AT&T of Michigan is the appropriate form approved by the Michigan Public Service Commission. It is a standard form agreement requiring minimal input on behalf of Chesterfield Township.

When the Uniform Video Service Local Franchise Act, MCL 484.3301, was signed into law by then Governor Jennifer Granholm, the process for providing franchise agreements to telecommunications providers was streamlined and the Michigan Public Service Commission promulgated a standardized form to be used by all municipalities. Currently, Chesterfield Township is receiving a five (5%) percent franchise fee from AT&T; this amount is shown in Section VI (A)(i). Currently, the Township is not paid a PEG fee therefore, VIII (A) should remain blank.

It is our understanding that AT&T has provided a video service area map/footprint, and has further labeled such as "confidential". The Act provides that once such information is identified as confidential, the information is not subject to disclosure pursuant to the Freedom of Information Act and if the Township disputes the confidentiality of this information, the Township must submit the dispute to the Michigan Public Service Commission for resolution.

Our review of the proposed Video Services Local Franchise Agreement submitted by AT&T Michigan reveals that it is in compliance with MCL 484.3303.



AT&T Video Renewal Agreement  
September 16, 2016  
Page 2

We recommend the Township Board approve the agreement submitted by AT&T. Please do not hesitate to call me should you have any questions or concerns regarding this matter or any other.

Sincerely,

SEIBERT AND DLOSKI  
Professional Limited Liability Company



Christine D. Anderson  
CDA/kj

Agenda Item # 

Township of Chesterfield 9-9-16

Asking For A VARIANCE At  
27953 23 mile Rd. Chesterfield Twp.  
to sell Pumpkins, Hay, Corn Stalks  
AND HARDY MUMS.

For A EXTRA 10 days Added to  
the Allowed 12 days Permits issued.  
Starting From the dates of  
October 10<sup>th</sup> 2016 to October 31<sup>st</sup> 2016.  
- With the Hours of 9am-9pm Daily.  
Revised As of 9-9-16

Thank You For Your Time.

Roseanne M. Hofman  
586-405-9415

All other Plans Stay the SAME

