

CITY OF BRIGHTON
CITY COUNCIL MEETING
CITY HALL
October 18, 2012

Regular Blue Sky : 7:00 pm : Review of Agenda Items for this evening's meeting

REGULAR SESSION - 7:30 P.M.

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Consider approval of the Agenda
5. Recognition presentation & related resolution approval for the Brighton Jumpin' Allstars recent World and National Competitions' related awards and accomplishments
6. [Approval of minutes: Regular Meeting](#) and closed session of [October 4, 2012](#)
7. Mayor's Reading of Citizen Inquiries received since the last City Council Meeting
8. Call to the Public

Consent Agenda

9. Consider approval of a [resolution placing liens on properties for unpaid weed cutting for related code violation abatement](#)
10. Consider approval of an [interlocal agreement with Hamburg Township for Police Special Response Mutual Aid](#)
11. Consider approval of a ZBA reappointment as recommended by the Mayor

Policy Development & Customer Communications' action item

12. Consider authorization of actions recommended by the City Attorney and City Manager for [code and ordinance enforcement at the vacant building located at 8580 West Grand River](#) (after receiving response from the property owner to recent letter)
13. Receive annual independent external audit report and presentation from the auditors
14. Consider review and approval of a [draft Goal-Setting Retreat Agenda](#) from the City Manager

Other Business

15. Information for City Customers
16. Receive updates from Council Member Liaisons to other Boards and Commissions
17. Conduct closed session to receive a written Attorney-Client privilege communication
18. Call to the Public
19. Adjournment

MINUTES OF THE MEETING OF THE CITY COUNCIL OF BRIGHTON
HELD ON OCTOBER 4, 2012 AT THE BRIGHTON CITY HALL
200 N. 1ST STREET, BRIGHTON, MICHIGAN

BLUE SKY SESSION

The Council conducted a Blue Sky Session at 7:00 p.m. Present were Mayor Muzzin, Mayor Pro-Tem Cooper Councilmembers Bohn, Schillinger, Pipoly and Roblee. The Council reviewed the agenda items.

REGULAR SESSION

Mayor Muzzin called the regular meeting to order at 7:32 p.m. Following the Pledge of Allegiance, the roll was called, there being present were Mayor Muzzin, Mayor Pro-Tem Cooper, Councilmembers Pipoly, Roblee, Schillinger and Bohn. Also in attendance were Attorney Paul Burns and Staff members Dana Foster, Kelly Hanna, Diana Lowe, Matt Schindewolf, Colleen Barton and Tom Wightman. Press and Media included Nicole Krawcke from the Patch, Tom Tolen from WHMI and an audience of 0.

It was moved by Mayor Pro-Tem Cooper, seconded by Roblee to excuse Councilmembers Bandkau and Pipoly from the evening's meeting. Motion passed 5-0-2.

AGENDA APPROVAL

It was moved by Mayor Pro-Tem Cooper, seconded by Bohn to approve the Agenda as amended. Delete agenda item #9, Mutual Aid agreement, item #11, 8580 West Grand River, item #12, Northridge Hills and item #17, Attorney-Client privilege Closed Session. Change item #13, Letter #2 regarding November 6th Bond Issue and item #14, Draft Goal-Setting Retreat Agenda to review only. Move from Consent Agenda to Action agenda item #8, OPEB Actuarial Report. Motion passed 5-0-2.

MINUTES APPROVAL

It was moved by Councilmember Schillinger, seconded by Cooper to approve the Regular Meeting minutes of September 20, 2012 as presented. Motion passed 5-0-2.

It was moved by Mayor Pro-Tem Cooper, seconded by Roblee to approve the first Closed Session Meeting minutes of September 20, 2012 as presented. Motion passed 5-0-2.

It was moved by Mayor Pro-Tem Cooper, seconded by Bohn to approve the second Closed Session Meeting minutes of September 20, 2012 as presented. Motion passed 5-0-2.

CITIZEN INQUIRIES

None.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 7:34 p.m. Hearing no comment, the Call to the Public was closed.

CONSENT AGENDA

It was moved by Councilmember Roblee, seconded by Roblee to approve the Consent Agenda as presented. Motion passed 5-0-2.

The following item was approved on the Consent Agenda:

1. Approved a letter of understanding between the Clerical Employees Collective Bargaining Unit and the City of Brighton regarding health insurance benefits as a result of recent negotiations between the City and the Bargaining Unit.

OPEB ACTUARIAL REPORT

City Manager, Dana Foster briefed the Council on Other Post Employment Benefits.

Finance Director, Kelly Hanna compared the 2008 actuarial OPEB valuation report to the 2012 valuation. She discussed a benchmarking analysis comparing the City of Brighton to other communities in the area and OPEB Reserve Appropriation.

It was moved by Mayor Pro-Tem Cooper, seconded by Bohn to accept the updated OPEB actuarial report as presented. Motion passed 5-0-2.

DRAFT LETTER #2 REGARDING THE NOVEMBER 6TH BOND ISSUE ELECTION

City Manager, Dana Foster briefed the Council on the draft Letter #2 from the City Council to all City voters regarding the November 6th Bond Issue Election.

Council reviewed the draft letter #2 from the City Council to all City voters regarding the November 6th Bond Issue Election. Suggestions were made for the content of the letter and to send it out as soon as possible. Motion passed 5-0-2.

DRAFT GOAL SETTING RETREAT AGENDA

City Manager, Dana Foster discussed the draft Goal-Setting Retreat Agenda.

CITY CUSTOMER INFORMATION

Department of Public Services Director, Matt Schindewolf stated we are on the weekly pick-up of leaves and bags are available at the DPS on 3rd Street. The Water Utility Division has been notified they have received the 2011 Water Fluoridation Award from the State Department of Community Health. The crosswalks and street line painting is being accomplished.

City Manager, Dana Foster stated he had a meeting with a DEQ representative and State Representative Rogers regarding a low-interest revolving loan plan for the Millpond dredging. The DPS is obtaining quotes for tree removal around the Millpond.

Mayor Pro-Tem Cooper thanked Corrigan Oil for granting another \$10,000 to SELCRA.

Councilmember Roblee stated she attended a Retail Marketing seminar in Lansing and several people asked her "What is Brighton doing right?" Brighton's reputation is growing around the state.

Councilmember Bohn gave a Budget and Finance Subcommittee meeting update stating they reviewed the OPEB information.

Mayor Muzzin thanked the Brighton Kiwanis's club for having him speak at their meeting today and they have been doing Gazebo concerts for 37 years.

MICHIGAN TAX TRIBUNAL PENDING LITIGATION CLOSED SESSION

It was moved by Mayor Pro-Tem Cooper, seconded by Roblee to go into Closed Session to discuss pending Michigan Tax Tribunal litigation, pursuant to MCL 15.268(e). A roll call vote was taken. Yes: Schillinger, Bohn, Cooper, Muzzin, Roblee. No: none. Absent: Bandkau, Pipoly. Motion passed 5-0-2.

The Council convened into Closed Session at 8:40 p.m.

The Council reconvened at the Regular Session at 8:47 p.m.

MICHIGAN TAX TRIBUNAL CLOSED SESSION ACTION

It was moved by Councilmember Bohn, seconded by Roblee to execute the settlements for Edbob Investments, LLC and Mediterranean Investment Group, LLC as presented. Motion passed 5-0-2.

CALL TO THE PUBLIC

Mayor Muzzin gave a Call to the Public at 8:49 p.m. Hearing none, the Call to the Public was closed.

ADJOURNMENT

It was moved by Councilmember Roblee, seconded by Cooper to adjourn the meeting at 8:49 p.m. Motion passed 5-0-2.

Diana Lowe, City Clerk

Jim Muzzin, Mayor

RESOLUTION

A RESOLUTION TO PLACE LIEN ASSESSED AGAINST PROPERTIES FOR UNPAID MAINTENANCE

WHEREAS, the assessment for cost of removal under Sec 94-74, assessment procedure shall be enforced

WHEREAS, property owners have 30 days to pay for cost of maintenance against said property and if not paid within that time balance will be enforced as a special assessment.

NOW, THEREFORE, the following parcel numbers will have liens against their property.

4718-06-201-102	\$ 87.55
4718-31-300-101	\$ 118.45

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

This Resolution was adopted this day of _____

Diana Lowe, City Clerk

I, Diana Lowe, City Clerk for the City of Brighton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by City Council at the Regular meeting held on October 18, 2012.

Diana Lowe, City Clerk



CITY OF BRIGHTON

"Providing quality service"

FINAL NOTICE

City Hall

200 N. First St.
Brighton, MI 48116-1593
(810) 227-1911
Fax# 227-6420
TDD Phone: (810) 227-8357

City Manager

225-8022
City Clerk
227-0463
Human Resources Director
225-9251
Cemetery/ Voter Registration
227-0463

Community Development

Building
227-9005
Building Inspection Line
227-0419
Planning / Zoning
225-9257
Community Development/
DDA
225-8025

Finance

Accounts Payable
225-8019
Assessing Assistant
227-9006
City Assessor
225-8024
City Treasurer
225-8023
Finance Director
225-9283
Assistant Finance Director
227-7738
Property Taxes
227-0179
Utility Billing
225-8041

Police Department

440 S. Third St.
(810) 227-2700
Fax# 227-2063

Department of Public Services

420 S. Third St.
(810) 225-8001
Fax# 225-9249
DPS Director
225-9284
Assistant DPS Director
225-9282
Water Plant
227-2968
Wastewater Plant
227-9479

October 5, 2012

Carol Adams
295 Diamond Circle
Whitmore Lake, Michigan 48189

Re: Lawn Service Charge back

Dear Sir or Madame:

Please be advised that the Brighton City Council will be taking action on October 18, 2012 at the Regular Council Meeting to place the attached unpaid Lawn Service Charge back bill onto the winter tax bill as a Lien. We must receive your payment in full no later than October 26, 2012.

Please feel free to contact me at 810-225-8019 with any questions.

Sincerely,

Debbie Monstrola
Finance Clerk III

Cc: Kelly Hanna, Finance Director
Denise Meier, Assistant Finance Director / Municipal Accountant

4718-06-201-102



CITY OF BRIGHTON

STATEMENT

DATE: 10/05/2012

CAROL A ADAMS
295 DIAMOND CIRCLE
WHITMORE LAKE, MI 48189

Table with 2 columns: Category (CURRENT, OVER 30, OVER 60, OVER 90, OVER 120) and Amount (1.70, 0.85, 85.00, 0.00, 0.00)

Customer No: ADAMSCAROL
Customer No: 41

Table with 6 columns: Invoice #, Date, Check Number, Charges, Pmts/Adjustments, Balance. Rows include invoice numbers 0000003382, PEN0000033, PEN0000053, and PEN0000070.

Failure to pay will result in a lien on the real and personal property of the owner or leasee.

Handwritten note on yellow background: 1517 Whispeeling Oaks, 4718-06-201-102

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (810) 225-8019

Customer Name: ADAMSCAROL
Customer No: 41



Please remit payment by the due date to:

CITY OF BRIGHTON
200 N. FIRST STREET
BRIGHTON, MI 48116

AMOUNT PAID: _____



CITY OF BRIGHTON

"Providing quality service"

FINAL NOTICE

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Building
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Building Inspection Line
227-0419
Planning / Zoning
225-9257
Community Development/
DDA
225-8025

Finance

Accounts Payable
225-8019
Assessing Assistant
227-9006
City Assessor
225-8024
City Treasurer
225-8023
Finance Director
225-9283
Assistant Finance Director
227-7738
Property Taxes
227-0179
Utility Billing
225-8041

Police Department

440 S. Third St.
(810) 227-2700
Fax# 227-2063

Department of Public Services

420 S. Third St.
(810) 225-8001
Fax# 225-9249
DPS Director
225-9284
Assistant DPS Director
225-9282
Water Plant
227-2968
Wastewater Plant
227-9479

October 5, 2012

Quadrini Aldo
1284 Parks Road
Oakland, Michigan 48363

Re: Lawn Service Charge back

Dear Sir or Madame:

Please be advised that the Brighton City Council will be taking action on October 18, 2012 at the Regular Council Meeting to place the attached unpaid Lawn Service Charge back bill onto the winter tax bill as a Lien. We must receive your payment in full no later than October 26, 2012.

Please feel free to contact me at 810-225-8019 with any questions.

Sincerely,

Debbie Monstrola
Finance Clerk III

Cc: Kelly Hanna, Finance Director
Denise Meier, Assistant Finance Director / Municipal Accountant

4718-31-300-101



**CITY OF
BRIGHTON**

STATEMENT

DATE: 10/05/2012

QUADRINI ALDO
1284 PARKS ROAD
OAKLAND, MI 48363

CURRENT	2.30
OVER 30	1.15
OVER 60	115.00
OVER 90	0.00
OVER 120	0.00

Customer No: ALDOQUADRINI
Customer No: 42

Invoice #	Date	Check Number	Charges	Pmts/Adjustments	Balance
0000003381	06/29/2012		115.00		115.00
PEN0000034	08/06/2012		1.15		116.15
PEN0000054	09/05/2012		1.15		117.30
PEN0000071	10/05/2012		1.15		118.45

Failure to pay will result in a lien on the real and personal property of the owner or leasee.

615 Brighton Lk Rd
4718-31-300-101

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (810) 225-8019

Customer Name: ALDOQUADRINI
Customer No: 42



Please remit payment by the due date to:

CITY OF BRIGHTON
200 N. FIRST STREET
BRIGHTON, MI 48116

AMOUNT PAID: _____

POLICY REPORT NO. BPD 12-01
INTERLOCAL AGREEMENT WITH HAMBURG TOWNSHIP
October 4, 2012

Prepared by:

Thomas Wightman
Chief of Police

Reviewed by:

Dana W. Foster
City Manager

BACKGROUND:

The Brighton Police Department has for many years operated tactical response unit currently known as the Special Response Team (SRT). This unit is trained to respond to high-risk situations involving the potential for extreme danger. In particular, this unit is trained to conduct entry into locations with known or potential armed assailants, to apprehend persons who pose a serious threat of injury to themselves or others, and to conduct tactical entry into search warrant locations. Members of this unit participate in regular specialized training with an emphasis on team operations while practicing weapons techniques, entry and movement procedures, and live-fire exercises. This unit has conducted operations in the City of Brighton as well as in neighboring communities when requested to provide assistance to other agencies.

ISSUE:

During the past year the Hamburg Police Department has assigned several officers to train with the Brighton SRT because Hamburg does not currently have its own SRT unit. This project has worked well and the members of both departments are now trained to operate as a combined team under the leadership of a Brighton Police Sergeant. A formal interlocal agreement is needed to facilitate the mutual operation of a Special Response Team that will provide services in both communities.

BUDGET IMPACT:

The operation of the SRT unit under an interlocal agreement will not directly impact the City's budget; however, the shared service approach will improve the efficiency and quality of the service provided.

COUNCIL ACTION:

If approved by City Council, the Mayor and the Chief of Police should sign the agreement on behalf of the City.

STAFF RECOMMENDATION:

The Police Department recommends approval of the request.

ATTACHMENTS:

Proposed Interlocal agreement between City of Brighton and Hamburg Township for the mutual operation of a Special Response Team.



LAW OFFICE OF PAUL E. BURNS

Attorneys at Law
133 West Grand River
Brighton, Michigan 48116
(810) 227-5000 FAX (810) 220-5895

Paul E. Burns
Bradford L. Maynes
Heather K. Kitson

ATTORNEY-CLIENT PRIVILEGED CONFIDENTIAL COMMUNICATION

September 26, 2012

VIA ELECTRONIC MAIL

Brighton City Council
City of Brighton
200 N. First Street
Brighton, Michigan 48116

Re: Police Special Response Mutual Aid Agreement with Hamburg Township

Dear Councilmembers,

Please find attached hereto the Police Special Response Mutual Aid Agreement proposed to be entered into by Hamburg Township and the City of Brighton. This Agreement is similar to the Mutual Law Enforcement Aid Agreement between Livingston County and several local municipalities, including the City of Brighton, which has been in effect since June 16, 2008, but is more geared to emergency situations.

Chief Wightman will be at the Council meeting on Thursday, October 4 to give a brief presentation regarding the Agreement. It is our understanding that Hamburg Township will approve the Agreement at its upcoming Board meeting on Tuesday, October 2. Our office, along with Chief Wightman, will be present at the City Council meeting on Thursday, October 4 to discuss this matter in more detail. It is our joint recommendation that the City execute the proposed Agreement.

Very truly yours,

Heather K. Kitson

cc: Mr. Dana W. Foster
Ms. Diana Lowe
Chief Wightman

POLICE SPECIAL RESPONSE MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the City of Brighton (“Brighton”) and the Township of Hamburg acting on behalf of the Hamburg Township Police Department (“Hamburg”).

WITNESSETH

WHEREAS, two or more governmental entities may, pursuant to the provisions of 1967 PA 236, being MCL 123.811 et seq., enter into an agreement to provide mutual police assistance and services to one another; and

WHEREAS, certain situations may exist in the nature of public nuisances, public disturbances, or in cooperative law enforcement activities whereby police special response mutual aid may be necessary or appropriate; and

WHEREAS, Brighton and Hamburg are desirous of establishing police special response mutual aid by combining Police Department personnel, training and resources; and

WHEREAS, each governmental entity, by their respective governing bodies, is willing to provide police special response mutual aid and assistance to each other subject to the powers, duties, responsibilities and legal liabilities established by this Agreement.

NOW THEREFORE, for and in consideration of the mutual interest, obligations and covenants contained herein, Brighton and Hamburg agree as follows:

1. DEFINITIONS

- A. Governmental Unit. Individually and collectively, refers to Brighton and Hamburg.
- B. Special Response Officers. Highly skilled and specially trained police tactical officers of Brighton or Hamburg used during high-risk situations that utilize specialized tools and tactics which are generally not available to the ordinary police officer.
- C. Chief of Police. The Chiefs of Police of Brighton and Hamburg.
- D. Incident Commander. The Special Response Officer as designated by the Chief of Police of the Requesting Governmental Unit, or his/her designee, with the responsibility to direct all Special Response Officers at the scene at the time of an Emergency.
- E. Emergency. A combination of circumstances and/or high-risk situations requiring immediate action which require specially trained police tactical officers and/or specialized tools and tactics which are not generally available to the ordinary police officer and which are not available to the Requesting Governmental Unit at the time of the Emergency.

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- F. Requesting Governmental Unit. The Governmental Unit in which an Emergency exists and who requests special response police aid pursuant to this Agreement.
- G. Responding Governmental Unit. The Governmental Unit which sends special response personnel and/or equipment to the Requesting Governmental Unit pursuant to this Agreement.

2. PROCEDURES

- A. Personnel. Special Response Officers shall be full-time sworn police officers from the Brighton Police Department and the Hamburg Township Police Department. Determination of eligibility for Special Response Officer status shall be done in accordance with the policies outlined by the respective Police Departments of Brighton and Hamburg and approved by their respective Chiefs of Police.
- B. Compensation. All personnel costs for Special Response Officers shall be paid for by the governmental entity supplying such personnel. Each Governmental Unit in this Agreement shall continue to provide the same salaries, workers' compensation, retirement and all other fringe benefits to its officers while engaged in any training, deployment or other special response activity as those officers would receive while on duty in their own Governmental Unit. Neither Governmental Unit shall seek payment nor any other forms of reimbursement from the other Governmental Unit for services provided by its police officers while acting as Special Response Officers.
- C. Training. Brighton and Hamburg will establish a mutually agreed upon routine training schedule, along with the training subject matter and standards. At minimum, this training will include attendance at tactical response training school for all Special Response Officers, and ongoing training as mutually agreed upon by Brighton and Hamburg. Each party to this Agreement agrees to make a reasonable effort to ensure that all of its respective Special Response Officers are relieved from their regularly-assigned duties to attend training sessions. It is the responsibility of each Governmental Unit to pay for any and all costs associated with routine training or specialized/additional training for their own police officers, or as mutually agreed upon by Brighton and Hamburg.
- D. Equipment. It is the responsibility of each Governmental Unit, through their respective police departments, to provide their own Special Response Officers with all the necessary uniforms, weapons, equipment and accessories. Costs of equipment and supplies used while giving assistance will be borne by the Governmental Unit owning the equipment and supplies.
- E. Declaring an Emergency. The Chief of Police, or his/her designee, shall be responsible for determining and declaring that an Emergency exists in his/her Governmental Unit.
- F. Request for Assistance. Upon determining and declaring that an Emergency exists, the Chief of Police of the Requesting Governmental

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Unit, or his/her designee, shall make a request for aid to the Chief of Police of the Responding Governmental Unit, or his/her designee.

- G. Response to Request. The Chief of Police of the Responding Governmental Unit, or his/her designee, shall make available to the Incident Commander such Special Response Officers and equipment as is available to meet the needs of the Emergency. The Chief of Police of the Responding Governmental Unit, or his/her designee, may decline the request for aid if personnel or equipment is not available at the time of the request. None of the parties to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.
- H. Direction at Scene. Due to the serious and high-risk nature of special response operations, all Special Response Officers and their equipment, regardless of their police agency, shall report to and be under the control and direction of the Incident Commander upon arriving at the scene of the Emergency.
- I. Withdrawal of Personnel and Equipment. The personnel and equipment of a Responding Governmental Unit may be withdrawn at any time in the discretion of the Chief of Police of the Responding Governmental Unit, or his/her designee. The Responding Governmental Unit shall not have any obligation to keep its personnel or equipment in the Requesting Governmental Unit for a longer period of time than is deemed necessary by the Chief of Police of the Responding Governmental Unit, or his/her designee. A Responding Governmental Unit shall not be liable to a Requesting Governmental Unit for leaving the scene of an Emergency in order to answer a call for service in the Responding Governmental Unit.

3. LIABILITY

- A. Liability to Third Parties of Requesting Governmental Unit. All liability to third parties caused by, or arising out of, the actions or failure to act on the part of the Requesting Governmental Unit, anyone directly or indirectly employed by the Requesting Governmental Unit, including, but not limited to, acts or omissions of personnel of the Responding Governmental Unit which are specifically directed or ordered by the Incident Commander shall be the responsibility of the Requesting Governmental Unit, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Requesting Governmental Unit or its employees as provided by statute, common law or court decisions.
- B. Liability to Third Parties of Responding Governmental Unit. All liability to third parties caused by, or arising out of, the actions or failure to act on the part of the Responding Governmental Unit, anyone directly or indirectly employed by the Responding Governmental Unit, with the exception of acts or omissions of personnel of the Responding Governmental Unit which are specifically directed or ordered by the Incident Commander, shall be the responsibility of the Responding Governmental Unit, provided that nothing herein shall be construed as a

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waiver of any governmental immunity by the Responding Governmental Unit or its employees as provided by statute, common law or court decisions.

- C. Liability in Joint Training Programs. It is the intent of this Agreement that each participating Governmental Unit shall bear the sole responsibility for the acts or omissions of its personnel during joint training programs.
- D. Governmental Immunity. The parties to this Agreement, by entering into this Agreement, have not waived their governmental immunity nor any defense available to them to their officers or employees by statute, common law or court decisions.

4. ASSET FORFEITURE. The parties to this Agreement acknowledge that the participation of Special Response Officers in controlled substance investigations pursuant to this Agreement may make the Governmental Unit(s) eligible to receive monies through the forfeiture of seized property under various state and federal statutes. In the event that funds pursuant to these investigations are received, the money shall be distributed to Brighton and Hamburg as follows:

- A. For all investigations whereby Brighton is the Requesting Governmental Unit, Brighton shall receive 90% of the forfeited assets and Hamburg shall receive 10% of the forfeited assets.
- B. For all investigations whereby Hamburg is the Requesting Governmental Unit, Hamburg shall receive 90% of the forfeited assets and Brighton shall receive 10% of the forfeited assets.
- C. For all investigations originating from any other agency other than Brighton or Hamburg, the forfeited assets received shall be equally distributed between Brighton and Hamburg.

5. JURISDICTION. Consistent with MCL 764.2a, et seq., Special Response Officers, when working in furtherance of the purposes and activities of this Agreement within the geographical boundaries of the other participating Governmental Unit, shall have the same authority and powers of a peace officer as is conferred upon them in their own jurisdiction.

6. FEDERAL OR STATE REIMBURSEMENT FOR EMERGENCY WORKS FUNDS. The Requesting Governmental Unit in an Emergency, when making application for federal or state funds for reimbursement of the cost of the Emergency operations, shall apply for such funds for the Responding Governmental Units. Each Governmental Unit will maintain appropriate records to support such applications.

7. NONDISCRIMINATION. The Governmental Units who are parties to this Agreement, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status,

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political affiliations or beliefs. Breach of this section shall be regarded as a material breach of this Agreement.

8. MODIFICATION. Modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of both Governmental Units who are parties to this Agreement.

9. ADDITION OF OTHER MUNICIPALITIES. This Agreement is by and between Brighton and Hamburg exclusively. The addition of any other municipality to Agreement is a material modification to this Agreement and shall only be accomplished through the execution of a new Agreement, approved by the governing bodies of all parties to the proposed new Agreement.

10. TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

11. COMPLETENESS OF AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the Governmental Units who are parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.

12. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date that upon which the provision was declared invalid.

13. AGREEMENT TERM AND WITHDRAWAL FROM AGREEMENT. This Agreement shall commence on the date it is fully signed by the authorized representatives of the Governmental Units who are parties thereto. The date of commencement is stated on page 1 in the introductory paragraph. It is expressly understood and agreed that this Agreement shall remain in effect until terminated by either of the Governmental Units upon (30) days prior written notice to the other Governmental Unit.

14. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the Governmental Units who are parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

CITY OF BRIGHTON

WITNESSED BY:

BY: _____
(signature)

Name: _____
(Print or Type)

Title: _____
(Print of Type)

Date: _____

BY: _____
(signature)

Name: _____
(Print or Type)

Title: _____
(Print of Type)

Date: _____

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TOWNSHIP OF HAMBURG

WITNESSED BY:

BY: _____
(signature)

Name: _____
(Print or Type)

Title: _____
(Print of Type)

Date: _____

BY: _____
(signature)

Name: _____
(Print or Type)

Title: _____
(Print of Type)

Date: _____



LAW OFFICE OF PAUL E. BURNS

Attorneys at Law
133 West Grand River
Brighton, Michigan 48116
(810) 227-5000 FAX (810) 220-5895

Paul E. Burns
Bradford L. Maynes
Heather K. Kitson

October 10, 2012

**VIA PERSONAL SERVICE, CERTIFIED MAIL AND
FIRST CLASS MAIL**

Mr. Joe Norton, Registered Agent
Brighton Office Development LLC
7701 Grand River #2
Brighton, Michigan 48114

Re: 8580 West Grand River Avenue, Brighton, Michigan

Dear Mr. Norton,

Please be aware that our previous letter of October 9, 2012, attached hereto, inadvertently referred to the previous meeting date of October 4, 2012. This matter is actually placed on the agenda for the October 18, 2012 Brighton City Council meeting which you are invited to attend.

Very truly yours,

Bradford L. Maynes

cc: Brighton City Council
Mr. Dana W. Foster
Mr. Jim Rowell
Ms. Amy Cyphert
Chief Michael O'Brian



LAW OFFICE OF PAUL E. BURNS

Attorneys at Law

133 West Grand River

Brighton, Michigan 48116

(810) 227-5000 FAX (810) 220-5895

Paul E. Burns
Bradford L. Maynes
Heather K. Kitson

October 9, 2012

VIA PERSONAL SERVICE, CERTIFIED MAIL AND FIRST CLASS MAIL

Mr. Joe Norton, Registered Agent
Brighton Office Development LLC
7701 Grand River #2
Brighton, Michigan 48114

Re: 8580 West Grand River Avenue, Brighton, Michigan

Dear Mr. Norton,

As you are aware from our previous correspondence, our office represents the City of Brighton. Our office has been informed that you have spoken with Fire Chief O'Brian regarding the above property and previous letters to you on the subject, copies of which are attached hereto.

It is our understanding that Chief O'Brian informed you that the Brighton City Council would table this matter for two weeks from their September 27, 2012 meeting. This time was provided to enable you to assemble a written proposal as to the work to be done on the above-referenced property to satisfy the concerns of the City and Fire Authority. It is our understanding at this point that neither the City nor the Fire Authority has received any written proposal from you of any sort.

Please be informed that this matter is on the agenda for the Brighton City Council for their meeting of October 4, 2012 for authorization of appropriate legal action in the event that the deadlines in the attached letters are not complied with, and you are hereby invited to attend that meeting.

Very truly yours,

Bradford L. Maynes

cc: Brighton City Council
Mr. Dana W. Foster
Mr. Jim Rowell
Ms. Amy Cyphert
Chief Michael O'Brian



LAW OFFICE OF PAUL E. BURNS

Attorneys at Law
133 West Grand River
Brighton, Michigan 48116
(810) 227-5000 FAX (810) 220-5895

Paul E. Burns
Bradford L. Maynes
Heather K. Kitson

September 25, 2012

VIA CERTIFIED MAIL / FIRST CLASS MAIL

Mr. Joe Norton, Registered Agent
Brighton Office Development LLC
7701 Grand River #2
Brighton, Michigan 48114

Re: 8580 West Grand River Avenue, Brighton, Michigan

Dear Mr. Norton,

Please be informed that our office represents the City of Brighton. Our office has been informed that the above property, owned by Brighton Office Development LLC, is in violation of the City Codes of Ordinances, as set forth in the letter of Mr. Jim Rowell, attached. It is further our understanding from the Brighton Area Fire Authority that the above property is in violation of the International Fire Code, as set forth in the letter of Chief Michael O'Brian, attached.

Please contact our office immediately to discuss how these violations will be remedied. This matter will be added to the agenda for the Brighton City Council for their meeting of October 4, 2012 for authorization of appropriate legal action in the event that the deadlines in the attached letters are not complied with, and you are hereby invited to attend that meeting.

Very truly yours,

Bradford L. Maynes

cc: Brighton City Council
Mr. Dana W. Foster
Mr. Jim Rowell
Ms. Amy Cyphert
Chief Michael O'Brian



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

810-229-6640 Fax: 810-229-1619

September 19, 2012

Mr. Joe Norton, Registered Agent
Brighton Office Development LLC
7701 Grand River #2
Brighton, Michigan 48114

RE: 8580 W. Grand River Ave.

The Fire Authority has observed some deterioration from the above listed premises. The two story building with a basement level appears to have multiple deficiencies on the exterior of the building. Inspection staff has been unable to complete a periodic inspection of the property. The property has been without a tenant for multiple years and is showing signs of distress from the exterior including possible transient use. The exterior of the property has multiple openings and appears to be unsecured at times.

The Brighton Area Fire Authority has observed the following conditions at the above listed address. The conditions are based on the 2012 International Fire Code as adopted.

1. The building shall be secured. On the West side of the building the overhang is open to the public and it appears unauthorized persons could enter the building (IFC 311.2.1).
2. Provide updated emergency contact information.
3. Provide details on maintenance of the automatic sprinkler and fire alarm systems (IFC 901.6).
4. It appears the building may have rubbish inside that shall be removed. Persons owning, or in charge or control of, a vacant building or portion thereof, shall remove all accumulations of combustible materials, flammable or combustible waste or rubbish and shall securely lock or otherwise secure doors, windows and other openings to prevent entry by unauthorized persons (IFC 311.3).
5. Provide details on the status of the automatic sprinkler system and fire alarm system. The systems shall be operational unless approved by the Fire Authority. See IFC 311.2.2 for conditions. (IFC 311.2.2)

The following items shall be completed within (10) business days. In addition, the owner shall schedule a periodic inspection with Authority staff by contacting us at 810-229-6640.

Sincerely,

A handwritten signature in black ink, appearing to read "M. O'Brian".

Michael O'Brian CFO, MIFireE
Fire Chief

cc: Paul Burns – City Attorney
Neal Nielsen – BAFA Attorney



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF BUILDING INSPECTION

2300 E. Grand River, Suite 104
Phone: 517.548.3130 Fax: 517.546.7461
Web Site: co.livingston.mi.us/building

September 14, 2012

Mr. Joe Norton, Registered Agent
Brighton Office Development LLC
7701 Grand River #2
Brighton, Michigan 48114

RE: PROPERTY MAINTENANCE CODE VIOLATIONS - 8580 W. Grand River

Parcel ID 18-30-100-061

Dear Mr. Norton,

Please be informed that Livingston County performs building code enforcement services for the City of Brighton. Our Staff was asked to inspect the property noted above as a result of numerous police incidents. Our inspection of the property located at 8580 West Grand River, Brighton, Michigan (the "Property") disclosed numerous violations of the City of Brighton Code of Ordinances (COBCO) and the City of Brighton Property Maintenance Code (PMC).

1. The interior of the property is not secure against passersby and is an attractive nuisance, in violation of PMC 301.3.

PMC 301.3 Vacant Structures and land

"All vacant structures and premises thereof shall be maintained in a clean, safe and secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety."

2. There is junk stored on the premises and, more specifically on the west and north areas of the site, in violation of the following code sections:

COBCO Sec. 42-102. Storage of Junk Prohibited.

"No person shall store or accumulate or cause to be stored or accumulated junk, trash, or refuse of any kind."

COBCO Sec. 42-101. Definitions

"Junk means parts of machinery or motor vehicles, unused stoves or other appliances stored in the open, remnants of wood, metal or any other material or other cast-off material of any kind whether or not the same could be put to any reasonable use."

PMC Section 302.1 Sanitation

"All exterior property and premises must be maintained in a clean, safe and sanitary condition. The occupants shall keep that part of the exterior property which said occupant occupies or controls in a clean and sanitary condition."

PMC 308.1 Accumulation of rubbish or garbage.

"All exterior property and premises and the interior of every structure shall be free of accumulation of rubbish or garbage."

3. There is graffiti on the building walls, in violation of the following code sections:

PMC 302.9 Defacement of Property

"No person shall willingly or wantonly damage, mutilate or deface any exterior surface of any structure or building by placing thereon any marking, carving or graffiti. It shall be the responsibility of the building owner to restore said surface."

PMC 304.6 Exterior Walls.

"All exterior walls shall be free of holes, breaks, and loose or rotting materials and maintained weatherproof and properly surface coated where required to prevent deterioration."

4. There are broken windows in the building, in violation of the following code sections:

PMC 304.13.1 Glazing

"All glazing materials shall be free of cracks and holes."

5. The interior of the structure is dilapidated and in poor shape. There are broken windows and trash throughout. The toilets appear to be overflowing with feces. These are in violation of the following code sections:

PMC 504.1

"all plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed."

PMC 305.3

"All interior surfaces, including windows and doors shall be maintained in good, clean and sanitary condition. Peeling chipping or abraded pain paint shall be repaired removed or covered. Cracked or loose plaster, decayed wood and other defective surfaces shall be corrected."

PMC 308.1 Accumulation of rubbish or garbage.

"All exterior property and premises and the interior of every structure shall be free of accumulation of rubbish or garbage."

6. There is evidence of rodent infestation, which infestation is in violation of the following code section:

PMC 309.1 Infestations

"All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination proper precautions shall be taken to prevent re-infestation."

Please correct these violations within 30 days. Failure to correct these issues may result in prosecution of the violation in accordance with PMC Section 106.3, Prosecution of Violation.

PMC 106.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the

provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Any person affected by this decision has a right to appeal this notice in writing within 20 days after the date of issuance of the notice. The appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not apply, or the requirements of this code are adequately satisfied by other means.

**Sincerely,
Jim Rowell
Livingston County Building Official**

Very Draft Preliminary Proposed 2012 Goal-Setting Retreat Plan and Agenda

November 10 & 11, 2012

8:00 AM – 4:00 PM Saturday: Retreat Special Meeting

8:00 AM - 11:00 AM Sunday: Continuation of Recessed Retreat Special Meeting

11:00 AM - 12 Noon Sunday: Separate Special Meeting for Annual City Manager Evaluation

Retreat Special Meeting Agenda:

1. Call to Order and Roll Call
2. Call to the Public
3. Discussion about what the Updated 6-year Financial Forecast means for big-picture planning, upcoming budget decision-making, and the basic question of: Are we making progress as compared to our financial status of 2 or 3 or 4 years ago? The updated forecast will actually be presented to City Council at the November 8th City Council Meeting (2 days prior to the Retreat).
 - 3a. Review discussion about the Finance Director's recently submitted OPEB Actuarial Update
 - 3b. Discussion may also include City Manager's work on alternative service delivery options
 - 3c. Discussion may also include City Manager's pitch for additional resources for current and future service needs
4. Review Discussion about the MML 21st Century Community Design Asset Categories : Are they still relevant for our City's goal-setting to follow?
5. Discussion about emerging and pending big-picture topics :
 - a. City Hall-based offices' relocation, related options, and cost planning
 - b. Information from the Fire Authority regarding fire station location planning
 - c. Information from SELCRA regarding the Skate Park & related planning
 - d. Pending intergovernmental service negotiations
 - e. Capital Improvements' planning/construction planning for 2013 & beyond dependent upon the outcome of the November 6 Bond Issue Election
 - f. Mill Pond Master Plan Update : next steps

- 6. Discussion of City Council Members', Union stewards', and Department Directors' Requested Retreat Discussion Topics:**
- 7. Identification of preliminary City Council Goals (to be adopted at the next Regular Council Meeting in November) in a Wrap-Up/Concluding Discussion**
- 8. Adjournment**