



Brighton City Council Meeting

City Hall Council Chambers • 200 N First St. • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org

Regular Business Meeting October 3, 2019 – 7:30 p.m.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consider Approval of the Agenda

Consent Agenda Items

5. Approval of Minutes: [Study Session Meeting of September 19, 2019](#)
6. Approval of Minutes: [Regular Meeting of September 19, 2019](#)
7. Approval of Minutes: Closed Session of September 19, 2019
8. [Approval of Traffic Control Orders #174 and #175](#)

Correspondence

9. Economic Development Council of Livingston County (EDCLC) Update
10. Call to the Public
11. Staff Updates
12. Updates from Councilmember Liaisons to Various Boards and Commissions

New Business

13. [Consider Approval of an Access Easement Agreement and a Termination of Easement Agreement for 1320 Rickett Road, Brighton Manor Assisted Living Facility](#)
14. [Conduct First Reading and Set Public Hearing of Proposed Ordinance #589, Text Amendments to Chapter 90 of the City of Brighton Code of Ordinances: Specific Rates and Charges](#)
15. Consider Approval of City Manager Compensation Committee Recommendations

Other Business

16. Call to the Public
17. Adjournment



City Council Study Session

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MINUTES OF THE STUDY SESSION OF THE BRIGHTON CITY COUNCIL HELD ON SEPTEMBER 19, 2019

CALL TO ORDER

Mayor Muzzin called the Study Session to order at 6:30 p.m.

ROLL CALL

Present were Mayor Muzzin, Councilmembers: Bohn, Emaus, Gardner, Pettengill, Pipoly, and Tobbe. Staff: City Manager Nate Geinzer, City Clerk Tara Brown, Finance Director Gretchen Gomolka, Superintendent Corey Brooks, Superintendent Daren Collins, Community Development Manager Mike Caruso, Chief of Police Rob Bradford, and Attorney Paul Burns. There was one person in the audience.

APPROVAL OF AGENDA

Motion by Councilmember Pettengill, seconded by Mayor Pro Tem Pipoly to approve the agenda as presented. **The motion carried without objection.**

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 6:30 p.m. Hearing and seeing no comment, Mayor Muzzin closed the Call to Public at 6:30 p.m.

DISCUSSION: MUNICIPALLY OWNED PROPERTIES

Manager Geinzer distributed a packet of city owned properties pictures and descriptions that highlighted different needs for each location as well as recommended maintenance or possibilities for the future. He stated that many of the smaller unusually shaped parcels were intended for utility or road easements but after the neighborhood developed it was deemed unnecessary.

Councilmember Emaus inquired if Fairway Park was used by residents. Manager Geinzer noted that was not widely used as a park but in the past there were trailers, campers, and storage placed in the park. The discussion turned to ideas to make the park more park-like. Attorney Burns stated the platted parks would be difficult to change to other uses.

Mayor Pro Tem Pipoly asked if the properties could be turned over to the applicable neighborhood association or possibly create an association if not already established as a possible option to letting these properties go underutilized or untreated.

Councilmember Pettengill would like to see a dog park within the city with adequate parking available. She noted Kissane Park as a possibility or perhaps another location.

Councilmember Tobbe asked Superintendent Collins to quantify the time and resources being used to keep these parks landscaped and maintained. Superintendent Collins noted that during the growing season, it would take a full crew five days to cut and maintain. The waste water plant alone takes a three-man crew a full day to cut the lawn.

Manager Geinzer noted that several of the parks would be great candidates to return to natural plantings but there are other opportunities to partner with Eagle Scouts to build walkways or planting areas.

Councilmember Emaus asked if there was a financial benefit to giving or vacating properties that were originally meant for utilities or roadways rather than keeping and maintaining them. Manager Geinzer stated that he will speak with the city assessor to determine the value.

Manager Geinzer then spoke about the city facilities and the current needs. He also asked Council to determine their level of interest in energy efficiency as it pertains to the facilities. Manager Geinzer noted that there has also been interest in the CoBACH building. He stressed that many of the city facilities are in need of extensive work and repairs.

Mayor Pro Tem Pipoly noted that the parcel near the DPW and Police Department has severe elevation issues, and questioned feasibility of building at that location. Councilmember Emaus stated that he was interested in the potential to have City Hall near DPW and the Police Department.

Manager Geinzer spoke about the interest in the CoBACH building. He further stated that the building is very old and is in need of restoration. Councilmember Pettengill asked if the property could be divided to exclude the Veteran's Memorial. Manager Geinzer stated that it would be exactly what he would want to ensure the memorial is kept out of any potential lease/sale. Councilmember Emaus expressed his concern about liability issues with the CoBACH building as mold and moisture issues have been an issue. Councilmember Tobbe is not in favor of selling the building because of its historical significance but is interested in cleaning up the building.

City Council also spoke about the Brighton Area Fire Department building on Grand River, noting that Genoa Township has turned over the fire halls in Genoa to the BAFA with the clause that if it is not used as a fire hall, it would revert to the Township. Mayor Muzzin asked that once the BAFA/Genoa Township contract is finalized that Attorney Burns reviews it for possible future use.

Manager Geinzer summarized what City Council had expressed during the meeting and will return with more information on areas discussed.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 7:27 p.m.

Susan Bakhaus spoke briefly about municipal owned properties, specifically parks.

Mayor Muzzin closed the Call to the Public at 7:29 p.m.

ADJOURNMENT

Motion by Councilmember Tobbe, seconded by Mayor Pro Tem Pipoly to adjourn the Study Session at 7:29 p.m. **The motion carried without objection.**



Brighton City Council Meeting

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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON SEPTEMBER 19, 2019

1. Call to Order

Mayor Muzzin called the Regular Meeting to order at 7:32 p.m.

2. Pledge of Allegiance

3. Roll Call

Present were Mayor Muzzin, Councilmembers: Bohn, Emaus, Gardner, Pettengill, Pipoly, and Tobbe. City Manager Nate Geinzer, City Clerk Tara Brown, Human Resources Manager Michelle Miller, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, Assistant to the DPS Director Patty Thomas, Superintendent Corey Brooks, Superintendent Daren Collins, Chief Rob Bradford, Attorney Paul Burns and Attorney Gregg Shultz. There were four persons in the audience.

4. Consider Approval of the Agenda

Motion by Mayor Pro Tem Pipoly, seconded by Councilmember Tobbe to approve the agenda as amended, moving item 6 to New Business. **The motion carried without objection.**

Consent Agenda Items

Motion by Councilmember Tobbe, seconded by Councilmember Gardner to approve the consent agenda as amended. **The motion carried without objection.**

5. Approval of Minutes: Study Session Meeting of September 5, 2019

~~6. Approval of Minutes: Regular Meeting of September 5, 2019~~

7. Approval of Minutes: Closed Session Meeting of September 5, 2019

8. Approval of Wastewater Treatment Plant HVAC Services to Miller-Boldt, Inc. in the Amount of \$3,700 Per Year

9. Approval of Changes to Non-Union Health Care Benefit Options to Match Recent Collective Bargaining Agreement Approvals

10. Acceptance of Quarterly Finance and Investment Reports

Correspondence

11. Call to the Public

Mayor Muzzin opened the Call to the Public at 7:35 p.m.

Gill Henderson spoke kind words about the City of Brighton Police Department, especially the Chief Bradford.

Mayor Muzzin closed the Call to the Public at 7:37 p.m.

12. Staff Updates

Superintendent Collins noted that weekly yard street leaf pick up will be starting in October and continue until November. Mayor Muzzin asked if the leak along Grand River had been fixed. Mr. Collins said that the source of the leak was discovered and it was fixed. The road crew will be out to asphalt the road during the week of September 23, 2019. Councilmember Tobbe asked for more details about the leak, size and cause. Mr. Collins stated that the leak was caused from a slight six-inch lateral crack along the pipe.

Mayor Pro Tem Pipoly asked if the same kind of leak could be the cause near Lawrence Auto Body or sprinklers. Mr. Collins noted that the cause of that water source is most likely an irrigation sprinkler.

Manager Geinzer happily reported that he had a very productive and delightful conversation and lunch with a group at 1st United Methodist Church where he spoke to approximately thirty-five ladies about some of the great things going on in the City. He hopes to return soon to continue the conversation.

13. Updates from Councilmember Liaisons to Various Boards and Commissions

Mayor Pro Tem Pipoly wished to clarify that if someone reports there is nothing to report from the various boards and commissions, it is simply that there was no meeting and therefore nothing to report. There should be nothing read into a nothing to report update.

The DDA met on September 17, 2019, they approved \$7,500 for holiday lights and approved the contract with Cameron and Mancuso to continue as the DDA's attorney.

Councilmember Tobbe reported the Brighton Arts and Culture Commission met on September 9, 2019 to review the summer program and will be looking forward to a fresh start for October.

Councilmember Pettengill stated the biennial resealing of the Imagination Station for September 28, 2019 at 9:00 a.m. She is looking for adult volunteers and noted the Imagination Station will be closed for two days to allow the seal to dry. The rainout date will be October 12, 2019, if needed.

Councilmember Emus and the Brighton Veteran's Memorial Committee met to discuss the plans for the November 9, 2019 Veterans Day Parade. He also stated that a second event arranged by two members, Mr. Riker and Mr. Parish, to benefit to raise funds for the veterans and families of those who served in Iran and Afghanistan with a pub crawl from noon until 6:00 p.m. after the parade. More details will be given once the event plans have been set.

New Business

6. Approval of Minutes: Regular Meeting of September 5, 2019

Councilmember Emaus thanked Mayor Muzzin for the recommendation and apologized to residents and citizens, he stated it was his obligation to learn the charter and traditions of the City and apologized for any response to the objection by Councilmember Pettengill to Mayor Muzzin's recommendation at the prior meeting. Mr. Emaus stated that he would be open to the new tradition of objecting to the Mayor's recommendations to boards and commissions going forward. He also asked that it be made clear, it was not because Councilmember Gardner and himself did not satisfy the performance standard by Councilmember Pettengill nor was it misconduct in office but it was to establish a fresh set of eyes. Mr. Emaus again thanked Mayor Muzzin for the recommendation.

Councilmember Pettengill added that she made the original motion to item 20 on the September 5, 2019 agenda. **Motion** by Councilmember Emaus, seconded by Mayor Pro Tem Pipoly to approve the regular meeting minutes of September 5, 2019 as amended. **The motion carried without objection.**

14. Approval of the Purchase of Budgeted Department of Public Services Equipment in the amount of \$123,370.39

Manager Geinzer introduced the agenda item noting that bids were obtained through National and State bidding processes.

Mayor Pro Tem Pipoly asked about the logistics of downsizing the mowing fleet. Mr. Collin stated that there are five mowers, there used to be nine mowers.

Councilmember Gardner asked if this new machinery will prevent the grass from getting shaved during snow removal. Councilmember Bohn asked if there was a snow throwing attachment, but Mayor Pro Tem Pipoly cautioned that along with snow, rocks and other stuff will be thrown.

Councilmember Tobbe asked how the agenda item was bid. Manager Geinzer noted that the bids were through the national mid service as well as state bids which saves time and allows the City to take advantage of a larger bidding selection.

Councilmember Emaus wished to clarify that snow plow services are not in compliance with the charter. Several city tax payers do not benefit by plowing. Therefore, Mr. Emaus is not in favor of expanding or perfecting snow plowing services. Councilmember Bohn stated that the DDA contributes to offset the cost by the City.

Councilmember Emaus stated that he would like the DDA to attend a Council Meeting to speak about their contributions. Mayor Pro Tem Pipoly agreed with Mr. Emaus, but also stated that department heads came with a recommendation with what was needed and feels that Council should approve the motion as presented or not at all. Councilmember Bohn stated that he is not second guess but feels the roll of Council is to ask questions and to feel comfortable doing so.

Motion by Councilmember Emaus, seconded by Mayor Pro Tem Pipoly to approve the purchase of a compact loader with attachments from Fredrickson Supply of Grand Rapids for the price of \$85,868.42 and a John Deere 1575 multi-purpose tractor from D&G Equipment of Howell for the price of \$37,501.97. **The motion carried without objection.**

15. Closed Session to Receive Written Attorney-Client Privileged Communication Pursuant to MCL 15.268(H)

Motion by Mayor Pro Tem Pipoly seconded by Councilmember Emaus to enter into closed session to receive written attorney-client privileged communication pursuant to MCL 15.268(H) at 8:02 p.m. **The motion carried without objection by roll call vote.**

City Council reconvened the Regular Meeting of September 19, 2019 at 8:15 p.m.

Other Business

16. Call to the Public

Mayor Muzzin opened the Call to the Public at 8:03 p.m. Hearing and seeing no comment, Mayor Muzzin closed the Call to the Public at 8:03 p.m.

17. Adjournment

Motion by Councilmember Tobbe, seconded by Mayor Pro Tem Pipoly to adjourn the meeting at 8:15 p.m. **The motion carried without objection.**

Tara Brown, City Clerk

James Muzzin, Mayor



CITY OF BRIGHTON

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

September 19, 2019

SUBJECT: REQUEST FOR TRAFFIC CONTROL ORDER (TCO) ON DEVONSHIRE BLVD AND GLENWYTH RD.

ISSUE:

- Devonshire Blvd and Glenwyth Rd are both dedicated to the City of Brighton (public road).
- Statutorily (MCL 257.627), Devonshire Blvd and Glenwyth Rd. falls under the definition of a residential street with a state set speed limit of 25 MPH.
 - *(d) 25 miles per hour on a highway segment within the boundaries of a residential subdivision, including a condominium subdivision, consisting of a system of interconnected highways with no through highways and a limited number of dedicated highways that serve as entrances to and exits from the subdivision.*
- Devonshire Blvd. currently has posted speed limit signs with no active TCO.
- Glenwyth Rd. has no speed limit signs.
- Funds for the installation of new signs is budgeted in the Local Streets Fund.

RECOMMENDATION

Approve Traffic Control Orders (TCO) 174 for the speed limit signs (25 MPH) on Glenwyth Rd from Devonshire Blvd to Oak Ridge Dr. and approve TCO 175 for speed limit signs (25 MPH) on Devonshire Blvd from Brighton Lake Rd to Oak Ridge Dr.

Attached:

TCO 174-175

Prepared by: Craig Flood, Deputy Chief of Police

Reviewed by: Rob Bradford, Chief of Police, Marcel Goch, DPW Director

Approved by: Nate Geinzer, City Manager

TEMP. T.C.O. FILED _____
CONTROLS INSTALLED _____
APPROVED BY COUNCIL _____
RESCINDED _____

CITY OF BRIGHTON
TRAFFIC CONTROL ORDER NO. 174

In accordance with the Brighton City Code, as amended, and Ordinance #348, Section 86-26 though 86-28, we have made an investigation of traffic conditions on:

Glenwyth Rd from Devonshire Blvd to Oak Ridge Dr.

and as a result of said investigation do hereby direct that:

Speed limit signs (25 MPH) be place at the beginning and at appropriate distances on Glenwyth Rd from Devonshire Blvd to Oak Ridge Dr. In both directions.

This order shall not expire until rescinded by the City Council. If this is a temporary traffic control order that has been placed by the Traffic Engineer, this order shall expire 90 days from the date of filing with the City Clerk.

Traffic Engineer (City Manager)

Date of Filing with City Clerk
(if temporary)

Received for filing (date) by

Tara Brown, City Clerk

Approved by the City Council on: _____

I hereby certify that the foregoing is a true copy prepared from the record on file in my office, as attested to by the Seal of the City Clerk of the City of Brighton, embossed hereto.

Signed _____
Tara Brown, City Clerk

Date: _____

TEMP. T.C.O. FILED _____
CONTROLS INSTALLED _____
APPROVED BY COUNCIL _____
RESCINDED _____

CITY OF BRIGHTON
TRAFFIC CONTROL ORDER NO. 175

In accordance with the Brighton City Code, as amended, and Ordinance #348, Section 86-26 though 86-28, we have made an investigation of traffic conditions on:

Devonshire Blvd from Brighton Lake Rd to Oak Ridge Dr.

and as a result of said investigation do hereby direct that:

Speed limit signs (25 MPH) be place at the beginning and at appropriate distances on Devonshire Blvd from Brighton Lake Rd to Oak Ridge Dr. in both directions.

This order shall not expire until rescinded by the City Council. If this is a temporary traffic control order that has been placed by the Traffic Engineer, this order shall expire 90 days from the date of filing with the City Clerk.

Traffic Engineer (City Manager)

Date of Filing with City Clerk
(if temporary)

Received for filing (date) by

Tara Brown, City Clerk

Approved by the City Council on: _____

I hereby certify that the foregoing is a true copy prepared from the record on file in my office, as attested to by the Seal of the City Clerk of the City of Brighton, embossed hereto.

Signed _____
Tara Brown, City Clerk

Date: _____



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL OCTOBER 3, 2019

SUBJECT: CONSIDER APPROVAL OF AN ACCESS EASEMENT AGREEMENT AND A TERMINATION OF EASEMENT AGREEMENT FOR 1320 RICKETT RD, BRIGHTON MANOR ASSISTED LIVING FACILITY.

ADMINISTRATIVE SUMMARY

An Access Easement Agreement is required between the property owner of 1320 Rickett Rd and the City of Brighton, enabling access to the City owned property, retention pond, and storm sewer infrastructure, bordering the west boundary line of 1320 Rickett Rd. This needed access was discussed by both parties, and agreed upon, at the pre-construction meetings for this development, and is located at the entrance driveway along Oakridge Dr, in the southwest corner of the property. The City engineer and attorney have reviewed and approved of the agreement.

A Termination of Easement Agreement is also required between the City and property owner, for an access easement the city has along the north portion of the property, extending from Rickett Rd to the City owned property to the west. With the new access agreement described in the first paragraph of this summary, the City will no longer need to maintain the access point along the north portion of the subject property. The City engineer and attorney have reviewed and approved of the Termination Agreement.

RECOMMENDATION

Staff recommends approval of the proposed Access Easement Agreement and Termination of Easement Agreement for 1320 Rickett Rd, Brighton Manor Assisted Living Facility.

Prepared by: Michael Caruso, Community Development Manager

Approved by: Nate Geinzer, City Manager

Attachments: 1. Termination of Easement Agreement.
2. Access Easement Agreement.

Termination and Release of Easement

THIS INSTRUMENT has been executed on this ____ day of May, 2019, by the City of Brighton, a Michigan municipal corporation, whose address is 200 North First Street, Brighton, Michigan 48116 ("Declarant").

1. Declarant is the owner of record of that parcel of real estate situated in the City of Brighton, County of Livingston, State of Michigan, described as follows:

A parcel of land lying within Section 31, Township 2 North, Range 6 East, City of Brighton, Livingston County, Michigan, described as follows:

Commencing at the Southeast corner of said Section 31; thence N 89°41'10" W 1264.46 feet along the South line of said Section 31; thence N 00°18'50" E 83.64 feet to the POINT OF BEGINNING; thence N 17°14'33" W 549.75 feet (previously described as N 15°48'40" W 549.51 feet) along the East line of Woodlake Condominiums recorded in Liber 1405, Page 983, Livingston County records; thence S 89°03'34" E 364.91 feet along the South line of Rickett Road Industrial Park Subdivision recorded in Liber 18, Page 19 of Plats, Livingston County records; thence S 44°09'20" E 277.10 feet; thence S 19°17'01" W 298.87 feet to a point of intersection with a non-tangent curve; thence along the arc of a curve to the right, having a radius of 898.86 feet and a central angle of 17°12'38", a distance of 270.00 feet, said arc subtended by a chord which bears S 81°48'06" W (previously described as S 83°05'22" W) 268.99 feet to the curve's end; thence N 89°35'35" W (previously described as N 88°18'19" W) 30.00 feet back to the POINT OF BEGINNING. Containing 4.73 acres of land, more or less, and subject to easements and restrictions of record, if any.

2. Such real estate is benefited by, and Declarant is the present holder of, an easement granted by WOODLAND LAKE VILLAGE CORPORATION, a Michigan corporation, to Declarant on November 13, 1997, and recorded in Liber 2369 on Page 343 in the office of the Register of Deeds for Livingston County, Michigan (the "Easement"), a copy of which is attached as Exhibit "A".

3. The Easement is situated in the City of Brighton, County of Livingston, State of Michigan, and is described as follows:

A 20 foot wide parcel of land for the purpose of ingress and egress easement and public utility easement lying within Section 31, Township 2 North, Range 6 East, City of Brighton, Livingston County, Michigan described as follows:

Beginning at the Southeast corner of Lot 1 of "Rickett Road Industrial Park Subdivision" as platted in Liber 18, Page 19 of Plats, Livingston County Records, said Place of Beginning being on the Westerly Right-of-Way of Rickett Road; thence along said Right-of-Way South 32°, 21' 34" East 23.93 feet; thence North 89° 03' 34" West 455.04 feet; thence North 44° 09' 20" West 28.33 feet to a point on the south line of "Rickett Road Industrial Part Subdivision"; thence along said line South 89° 03' 34" East 461.96 feet back to the Place of Beginning.

This property is referred to herein as the "Easement Property."

3. Declarant has no further use for the Easement.

NOW, THEREFORE, Declarant declares that the Easement shall have no further force and effect and does, by these presents, terminate the Easement, and release all of its right, title and interest in and to the Easement and the Easement Property.

IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

CITY OF BRIGHTON

By:
Its:

STATE OF MICHIGAN)

)ss:

COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me in _____ County on this _____ day of May, 2019 by _____, the _____ of the City of Brighton.

Notary Public, State of Michigan
County of _____
My Commission Expires _____
Acting in _____ County

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
Gary E. Gudmundsen
Dickinson Wright, PLLC
4800 Fashion Square Boulevard, Suite 300
Saginaw, Michigan 48603
989-791-4632

ACCESS EASEMENT

This Access Easement (“Easement Agreement”) is made this ____ day of June, 2019, by and between NHI-REIT of Michigan, LLC, a Michigan limited liability company, (“GRANTOR”) and the City of Brighton, a Michigan municipal corporation (“GRANTEE”).

RECITALS

A. GRANTEE is the owner of certain real property located in the City of Brighton, Michigan and more accurately described on Exhibit “A” (“Grantee’s Parcel”) attached hereto and incorporated herein by this reference.

B. GRANTOR is the owner of certain real property located in the City of Brighton, and more accurately described on Exhibit “B” (“Grantor’s Parcel”) attached hereto and incorporated herein by this reference, upon which a retention pond and sewer are located (the “Retention Pond and Sewer”).

C. GRANTOR desires to convey to GRANTEE a certain easement for ingress and egress over, upon and across a portion of Grantor’s Parcel for the limited purposes of allowing GRANTEE to maintain and service the Retention Pond and Sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. Grant of Access Easement. For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE, subject to the conditions contained herein, a non-exclusive easement over, upon, and across the access ways and drive aisles located on the Grantor’s Parcel in the location depicted on Exhibit “C” attached hereto and made a part hereof and more particularly described on Exhibit “D” attached hereto and made a part hereof (the “Access Easement”). The Access Easement shall be for the limited use of vehicular ingress and egress by GRANTEE and its employees, agents and contractors to access and maintain the Retention Pond and Sewer located on Grantee’s Parcel and shall be used for no other purposes or by any other person.

2. Maintenance. GRANTOR shall use reasonable efforts to keep the Access Easement in good maintenance and repair; provided that if any part of the Access Easement is damaged by the use of GRANTEE or any employee, agent, contractor of GRANTEE or other person using the Access Easement on GRANTEE’s behalf or with

GRANTEE'S permission GRANTEE shall, at its sole cost and expense, promptly repair the damage to its original condition.

3. Reserved Rights. GRANTOR shall retain the right to the normal use and enjoyment of the Access Easement area for access, egress, open space or similar purposes, and GRANTOR may grant subsequent easements provided that no such easement interferes with the rights and privileges of GRANTEE granted herein.

4. Easement Runs with Land. Until terminated pursuant to Section 4 hereof, the Access Easement is for the benefit of and appurtenant to the Grantee's Parcel and burdens the Grantor's Parcel and shall run with the land with respect to Grantor's Parcel. The acceptance by any person or entity of any interest in the Grantor's Parcel, or any portion of any of it constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Easement Agreement.

5. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Easement Agreement, or have any rights hereunder.

6. Amendment. This Easement Agreement may only be amended by a recorded document executed by the parties to this Easement Agreement or their successors of record.

7. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

8. Severability. If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

9. Applicable Law. This Easement Agreement shall be recorded in the office of the Register of Deeds of Livingston County, Michigan. The Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Michigan.

10. Counterparts. This Easement Agreement may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signatures on following page]

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

GRANTOR:

GRANTEE:

NHI-REIT OF MICHIGAN

CITY OF BRIGHTON

By: _____
Name: _____
Its: _____

By: _____
Its: _____

STATE OF MICHIGAN)
)ss:
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me in _____ County on this _____ day of June, 2019 by _____, the _____ of the City of Brighton.

Notary Public, State of Michigan
County of _____
My Commission Expires _____
Acting in _____ County

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Before me, Jacinda Boyte, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of NHI-REIT OF MICHIGAN, LLC, a Delaware limited liability company, the within named bargainor, and that he as such officer of the company, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, and on its behalf, by himself as officer of the company.

Witness my hand and seal, at Office in Murfreesboro, Tennessee, this _____ day of June, 2019.

Notary Public
My Commission Expires:_____

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
Gary E. Gudmundsen
Dickinson Wright, PLLC
4800 Fashion Square Boulevard, Suite 300
Saginaw, Michigan 48603
989-791-4632

Exhibit "A"

A parcel of land situated in the State of Michigan, County of Livingston, City of Brighton, described as follows:

Commencing at the Southeast corner of said Section 31; thence N 89°41'10" W 1264.46 feet along the South line of said Section 31; thence N 00°18'50" E 83.64 feet to the POINT OF BEGINNING; thence N 17°14'33" W 549.75 feet (previously described as N 15°48'40" W 549.51 feet) along the East line of Woodlake Condominiums recorded in Liber 1405, Page 983, Livingston County records; thence S 89°03'34" E 364.91 feet along the South line of Rickett Road Industrial Park Subdivision recorded in Liber 18, Page 19 of Plats, Livingston County records; thence S 44°09'20" E 277.10 feet; thence S 19°17'01" W 298.87 feet to a point of intersection with a non-tangent curve; thence along the arc of a curve to the right, having a radius of 898.86 feet and a central angle of 17°12'38", a distance of 270.00 feet, said arc subtended by a chord which bears S 81°48'06" W (previously described as S 83°05'22" W) 268.99 feet to the curve's end; thence N 89°35'35" W (previously described as N 88°18'19" W) 30.00 feet back to the POINT OF BEGINNING. Containing 4.73 acres of land, more or less, and subject to easements and restrictions of record, if any.

Exhibit "B"

A parcel of land situated in the State of Michigan, County of Livingston, City of Brighton, described as follows:

Part of the South 1/2 of Section 31, Town 2 North, Range 6 East, City of Brighton, Livingston County, Michigan, described as: Beginning at a point in the (platted) centerline of Rickett Road right of way, said point being the Southeast corner of RICKETT ROAD INDUSTRIAL PARK SUBDIVISION, (as recorded in Liber 18 of Plats, pages 19 through 22, Livingston County Records), said point being described on said subdivision Plat as lying "West, 540.63 feet and North 600.91 feet" from the Southeast corner of said Section 31; thence South 30 degrees 49 minutes 07 seconds East along the monumented centerline of Rickett Road 204.04 feet; thence Southwesterly along the following four (4) courses along the Northerly line of Oak Ridge Drive (so-called), as recommended and shown in a survey recorded in Liber 1003, pages 171 through 173, (actual status of ownership of Oak Ridge Drive right of way could not be verified); South 56 degrees 57 minutes 09 seconds West (shown in said recorded survey as South 58 degrees 50 minutes 45 seconds West) 205.46 feet to a point of curve, Southwesterly 80.60 feet on the arc of a curve concave to the Southeast, radius 360.71 feet, central angle 12 degrees 07 minutes 48 seconds, chord bearing South 52 degrees 46 minutes 51 seconds West 80.45 feet to a point of reverse curve; thence Southwesterly 80.60 feet on the arc of a curve concave to the Northwest, radius 380.71 feet, central angle 12 degrees 07 minutes 48 seconds, chord bearing South 52 degrees 46 minutes 51 seconds West, 80.45 feet to a point of compound curve and Southwesterly 249.50 feet on the arc of a curve concave to the Northwest, radius 916.86 feet, central angle 15 degrees 35 minutes 30 seconds, chord bearing South 64 degrees 59 minutes 05 seconds West 248.73 feet to a point of non-tangency; thence North 17 degrees 00 minute 22 seconds West (shown in said recorded survey as North 15 degrees 30 minutes 57 seconds West) 18.00 feet to a point which bears South 89 degrees 35 minutes 35 seconds East 30.00 feet, and Easterly 270.00 feet along the arc of a curve concave to the North, radius 898.86 feet, central angle 17 degrees 12 minutes 38 seconds, chord bearing North 81 degrees 48 minutes 06 seconds East, 268.99 feet from the Southeast corner of WOODLAKE CONDOMINIUMS (recorded in Liber 1405, page 983, Livingston County Records); thence on the following two courses along the Easterly line of a 4.73 acre parcel deeded to the City of Brighton pursuant to a Livingston County Court Judgment (Case No. 95-14130-CZ), as described in a deed recorded in Liber 2350, pages 818 and 819, Livingston County Records, North 19 degrees 21 minutes 11 seconds East (described in said deed as North 19 degrees 17 minutes 01 second East) 298.87 feet and North 44 degrees 04 minutes 01 second West, (described in said deed as North 44 degrees 09 minutes 20 seconds West) 277.10 feet to a point on the South line of said RICKETT ROAD INDUSTRIAL PARK SUBDIVISION; thence South 89 degrees 03 minutes 34 seconds East (described in Liber 1361, page 200, deed as South 87 degrees 46 minutes 18 seconds East) along said South line of said subdivision, 520.22 feet to the point of beginning.

Exhibit “C”

Exhibit "D"

A parcel of land situated in the State of Michigan, County of Livingston, City of Brighton, described as follows:

Part of the south one-half of section 31, T2N R6E, City of Brighton, Livingston County, Michigan, described as: commencing at a point in the platted centerline of Rickett Road right-of-way, said point being the southeast corner of RICKETT ROAD INDUSTRIAL PARK SUBDIVISION, as recorded in Liber 18 of Plats, Pages 19 through 22, Livingston County records, said point being described on said subdivision Plat as lying "West, 540.63 feet and North 600.91 feet" from the Southeast corner of said section 31; thence S30°49'07"E, along the monumented centerline of said Rickett Road, 204.04 feet; thence southwesterly along the following four (4) courses along the Northerly line of Oak Ridge Drive as previously surveyed; S56°57'09"W 205.46 feet to a point of curvature; southwesterly 80.60 feet on the arc of a curve to the southeast (left) with a radius of 360.71 feet, central angle of 12°07'48", and with a chord bearing S52°46'51"W 80.45 feet to a point of reverse curvature; southwesterly 80.60 feet on the arc of a curve to the northwest (right) with a radius of 380.71 feet, central angle of 12°07'48", and with a chord bearing S52°46'51"W 80.45 feet to a point of compound curvature; and, southwesterly 123.94 feet on the arc of a curve to the northwest (right) with a radius of 916.86 feet, central angle of 7°44'43", and with a chord bearing S58°04'24"W 123.85 feet to the TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; thence continuing along said Northerly line of Oak Ridge Drive as previously surveyed, southwesterly 30.21 feet on the arc of a curve to the northwest (right) with a radius of 916.86 feet, central angle of 1°53'16", with a chord bearing S62°53'23"W 30.21 feet; thence N33°48'39"W 26.76 feet; thence N84°06'03"W 64.58 feet to the westerly line of the parcel with tax ID number 18-31-400-046; thence N16°04'44"E, along said westerly line of said parcel with tax ID number 18-31-400-046, 20.32 feet; thence S84°06'03"E 60.93 feet; thence N56°11'21"E 17.27 feet; thence S33°48'39"E 45.71 feet BACK TO THE POINT OF BEGINNING. Said easement to be along paved portions of the driveway for Hampton Manor of Brighton.



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL OCTOBER 3, 2019

SUBJECT: FIRST READING AND SETTING OF A PUBLIC HEARING FOR NOVEMBER 21, 2019 FOR ORDINANCE NO. 589, TEXT AMENDMENTS TO CHAPTER 90 OF THE CITY OF BRIGHTON CODE OF ORDINANCES.

ADMINISTRATIVE SUMMARY

As described in the City's Master Plan, residential and commercial development/re-development is a vital aspect in meeting the goals and objectives listed in most sections. In the past few years, the demand for growth within the City has increased, and developers are focusing on Brighton for development opportunities. Unfortunately, along with these opportunities is the increase in construction demand and building costs. Through numerous review meetings with potential developers, staff has heard the same statement regarding the cost and payment of connection fees for water and sewer (REU's). In an effort to assist with the costs of development, staff believes amending the ordinance language regarding the installment payment plan for REUs owed, from twelve quarterly statements to twenty quarterly statements, would help potential developments become reality. This proposed language amendment has been reviewed and approved by the City attorney and the Finance Director.

RECOMMENDATION

Staff recommends that City Council set a public hearing date of November 21, 2019, to field public comments regarding the proposed ordinance amendment to Chapter 90, *Utilities*, Section 90-177, *Specific Rates and Charges*.

Prepared by: Michael Caruso, Community Development Manager

Approved by: Nate Geinzer, City Manager

Attachments: 1. Ordinance No. 589 (as proposed)

Sec. 90-177. Specific rates and charges.

(a) *Commodity charge.* Every user shall pay a commodity charge for all water and sewer treatment services furnished by the utilities system. Except as otherwise provided in this Chapter 90 of the Code of Ordinances, commodity charges for all water, sewer and wastewater treatment services shall be calculated on the basis of metered water consumption at rates determined by the city council and which fairly apportion the variable costs of providing water, sewer and wastewater treatment services to users of the utilities system.

(b) *Readiness-to-serve charges.* Every user shall pay readiness-to-serve charges for water and sewer services in an amount and in the manner determined by the city council and which fairly apportions the fixed costs of providing water and sewer services for users of the utilities system.

(c) *Water and sewer connection fees.* The city council may by resolution establish water and sewer connection fees to recover certain of the capital expenses incurred to provide sufficient capacity to all users from those users that have not previously paid their share of those expenses. Every person seeking to connect previously unconnected property to the utilities system, or to reconnect previously connected property to the utilities system for a use estimated to demand the reservation of greater capacity of the system, may be required to pay water and sewer connection fees.

(1) *Calculation of estimated demand on capacity.* The estimated demand on capacity of a new connection to the utilities system shall be based on the equivalent use factor assigned to the type of use described in the table of equivalent use factors approved by the city council from time to time, based on historic average use for each type of use.

(2) *Credits.* If a water or sewer connection charge relates to an increase in demand on capacity, the city shall credit against the specific amount of the water or sewer connection charge, as applicable, the amount of any water or sewer connection charge or similar charges previously paid for connection of that property to the utilities system.

(3) *Installment payments.* In those cases when a new commercial, industrial, ~~or~~ office, or multi-residential rental-development is determined to require three or more residential equivalent units, the owner may elect to pay one-third of such connection charges (with the exception of those charges imposed to recoup the cost of infrastructure built pursuant to a special assessment district, or otherwise financed by private landowners, to whom the city is returning any portion of such charges) prior to the issuance of a building permit, and the remaining two-thirds of the connection charges in ~~12-20~~ quarterly installments on the city's utility billing system. The unpaid balance shall be a lien on the property and upon failure of the owner to pay the same may be added to the next tax roll of the city and collected in the same manner in all respects as provided by law for the collection of taxes.

(d) *Tap installation charges.* Each user connecting or reconnecting to the utilities system shall pay water and sewer tap installation fees equal to the actual costs of the material, labor, equipment and overhead related to the installation of the connection as determined by resolution of the city council.

(e) *Debt service charge.* The city council may by resolution establish debt service charges in an amount and in the manner determined by the city council necessary to pay debt service on bonds issued to pay for improvements and replacements to the utilities system.

(f) *Sewer surcharges.* The city council may by resolution establish surcharges for the actual cost of treatment of pollutant loadings not normally treated or in excess of those normally treated by the POTW.

(g) *Other fees.* The city council may by resolution establish certain additional fees as may be required to carry out the purposes of this Chapter 90 of the Code of Ordinances, including, but not limited to, laboratory testing charges, fees for monitoring, inspection and surveillance, and for undertaking and reviewing accidental discharge procedures and construction.