AGENDA

CHARTER TOWNSHIP OF BRIGHTON **JANUARY 18, 2016**
BOARD OF TRUSTEES **REGULAR MEETING**
4363 BUNO ROAD **7:00 P.M.**
BRIGHTON, MI 48114 **(810) 229.0560**

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL
D. CALL TO THE PUBLIC
E. CONSENT AGENDA
   1. Approval of Agenda
   2. Approval of Minutes
      a. November 30, 2015 Special Joint SELCRA Meeting
      b. December 7, 2015 Regular Meeting
      c. January 4, 2016 Regular Work Session Meeting
   3. Bills
      a. January 18, 2016

F. BUSINESS

   1. PUBLIC HEARING AND ADOPTION OF RESOLUTION CONFIRMING THE ASSESSMENT ROLL – White Tail Run Road Maintenance SAD No. S-I-01-2016
   2. FIRST READING – Proposed Revision/Amendment to General Code of Ordinances, Chapter 15, Soil Removal
   3. APPROVAL OF PRELIMINARY RESIDENTIAL SITE CONDOMINIUM SITE PLAN - Deerfield Preserve
   4. DISCUSSION OF PLANNED DEVELOPMENT AGREEMENT – Deerfield Preserve
   5. APPOINTMENT - Planning Commission Liaison to the ZBA
   6. ADOPTION OF BUDGET AMENDMENT # *6*, Fiscal Year 2015-16
   7. REVIEW AND ADOPTION OF PROPOSED CHANGES – Administrative Policy # 503, Building Use Policy, and Application Form
   8. APPROVAL OF HARDSHIP DEFERRALS - Sanitary Sewer Special Assessments
   9. DISCUSSION AND DIRECTION ON DRAFT AGREEMENT – Law Enforcement Services/Public Safety Presence
   10. ACCEPTANCE OF PROPOSALS – Building Cleaning and General Maintenance Services
   11. APPROVAL OF AGREEMENTS – 2016 Summer School Tax Collection for LESA, Howell Public Schools, Hartland Consolidated Schools and Brighton Area Schools
   12. DISCUSSION – PUBLIC MEETING AND STATUS UPDATE ON RESPONSE TO SEWER FAQ'S

G. REPORTS AND CORRESPONDENCE
   REPORTS
   1. COMMITTEE LIAISONS AND BOARD MEMBERS
      a. Brighton Area Fire Authority Regular Meeting Minutes – November 12, 2015
      b. Brighton Area Fire Authority Special Meeting Minutes – December 2, 2015
      c. Livingston Community Water Authority Regular Meeting Minutes – November 18, 2015
   2. DEPARTMENTS

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

CHARTER TOWNSHIP OF BRIGHTON **JANUARY 18, 2016**
BOARD OF TRUSTEES **REGULAR MEETING**
4363 BUNO ROAD **7:00 P.M.**
BRIGHTON, MI 48114 **(810) 229.0560**

a. Planning Commission 2015 Annual Report
b. Brighton Area Fire Authority Firestat Report – December 2015
c. Brighton Area Fire Authority Firestat Annual Report – 2015

3. MANAGER
   a. Memorandum dated January 12, 2016 - Request to Add Agenda Item

CORRESPONDENCE
None

H. CALL TO THE PUBLIC
I. ADJOURNMENT

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

PROPOSED AGENDA

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

JANUARY 18, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL
D. CALL TO THE PUBLIC
E. CONSENT AGENDA
   1. Approval of Agenda
   2. Approval of Minutes
      a. November 30, 2015 Special Joint SELCRA Meeting
      b. December 7, 2015 Regular Meeting
      c. January 4, 2016 Regular Work Session Meeting
   3. Bills
      a. January 18, 2016

F. BUSINESS

1. PUBLIC HEARING AND ADOPTION OF RESOLUTION CONFIRMING THE ASSESSMENT ROLL – White Tail Run Road Maintenance SAD No. S-I-01-2016
2. FIRST READING – Proposed Revision/Amendment to General Code of Ordinances, Chapter 15, Soil Removal
3. APPROVAL OF PRELIMINARY RESIDENTIAL SITE CONDOMINIUM SITE PLAN - Deerfield Preserve
4. DISCUSSION OF PLANNED DEVELOPMENT AGREEMENT – Deerfield Preserve
5. APPOINTMENT - Planning Commission Liaison to the ZBA
6. ADOPTION OF BUDGET AMENDMENT # 5, Fiscal Year 2015-16
7. REVIEW AND ADOPTION OF PROPOSED CHANGES – Administrative Policy # 503, Building Use Policy, and Application Form
8. APPROVAL OF HARDSHIP DEFERRALS - Sanitary Sewer Special Assessments
9. DISCUSSION AND DIRECTION ON DRAFT AGREEMENT – Law Enforcement Services/Public Safety Presence
10. ACCEPTANCE OF PROPOSALS – Building Cleaning and General Maintenance Services
11. APPROVAL OF AGREEMENTS – 2016 Summer School Tax Collection for LESA, Howell Public Schools, Hartland Consolidated Schools and Brighton Area Schools

G. REPORTS AND CORRESPONDENCE
   REPORTS
   1. COMMITTEE LIAISONS AND BOARD MEMBERS
      a. Brighton Area Fire Authority Regular Meeting Minutes – November 12, 2015
      b. Brighton Area Fire Authority Special Meeting Minutes – December 2, 2015
      c. Livingston Community Water Authority Regular Meeting Minutes – November 18, 2015
   2. DEPARTMENTS
      a. Planning Commission 2015 Annual Report
      b. Brighton Area Fire Authority Firestat Report – December 2015

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

JANUARY 18, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560

c. Brighton Area Fire Authority Firestat Annual Report – 2015

3. MANAGER
   a. Memorandum dated January 12, 2016 - Request to Add Agenda Item

CORRESPONDENCE
None

H. CALL TO THE PUBLIC
I. ADJOURNMENT

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

MEMORANDUM

TO: BRIGHTON TOWNSHIP RESIDENTS
FROM: ANN M. BOLLIN, CLERK
SUBJECT: BOARD OF TRUSTEES ELECTRONIC BOARD PACKETS
DATE: JANUARY 26, 2015

Board packets for the Brighton Township Board of Trustees meetings posted to the website contain scanned original documents. These electronic packets are subject to change based on meeting material presented to the Board throughout the course of the meeting. For a complete original packet following the Board meeting contact the Clerk's Office at 810-229-0560 or via email: clerk@brightontwp.com

BTBT Call to Public
1/18/2016
J Sama

Special Assessment Sewer 592 Livingston County Drain Chapter 20 Bond

An Original Assessment $12,400 For 20 years (2000-2019)

Payments- Starting in year 2000 (First Year Billed)

As of 2015 With winter tax being Paid: Principal Including Quarterly Capital Charges.	$12,627.66
As of 2015 O&M Charges:	$ 4,295.27
As of 2015 Interest Charged:	$ 6,993.40
As of 2015 Grand Total Paid :	$ 23,916.33
As of 2015 Original Sewer Users using the 20 year plan has overpaid On the Principal :	$ 227.66
As of 2015 Original Sewer Users Who Paid In Full In 2000 has overpaid (capital charges) Illegal : (12,400 Plus $2,707.66 Total $15,107.66)	$ 2,707.66

Projected Cost Of Original Sewer Users To 2019

Year end Tax Assessment for next 4 years $620.00 X 4 =	$ 2,480.00
Illegal Capital Charges (now $80.50 per Qtr) If Not Changed per year $ 322.00 X 4 years =	$ 1,288.00
O & M Charges (now 95.50 per Qtr) If not Changed per year $382.00 X 4 yrs =	$ 1,528.00
Estimated Interest for 4 years (Could Be More Or Less)	$ 600.00
Projected Grand Total of a $12,400 Sewer Assessment Years (2000-2019)	$ 29,812.33

BTBT Call to Public #1
1/18/2016
J Sarna

Original User-Group in Brighton Township Sanitary Sewer System
Payment against Final Assessment Levied and Recorded as Part of County Bond Filing Requirement

Year	Quarterly Sewer Billings Total	O&M	Capital	Running Total of Payments versus $12,400* Final 08/14/00 Assessment	Sewer SAD in Winter Tax Billings Principal	Interest
2000	-	-	-	$ 620.00	$620.00	$129.95
2001	-	-	-	1240.00	620.00	740.73
2002	$24.00	$20.00	$ 4.00	1864.00	620.00	701.74
2003	72.00	60.00	12.00	2496.00	620.00	662.76
	72.00	60.00	12.00	2508.00		
	72.00	60.00	12.00	2520.00		
	72.00	60.00	12.00	2532.00		
2004	97.42	69.42	28.00	3180.00	620.00	623.77
	110.12	74.12	36.00	3216.00		
	110.12	74.12	36.00	3252.00		
	110.12	74.12	36.00	3288.00		
2005	110.12	74.12	36.00	3944.00	620.00	584.78
	110.12	74.12	36.00	3980.00		
	111.75	75.75	36.00	4016.00		
	115.00	79.00	36.00	4052.00		
2006	115.00	79.00	36.00	4708.00	620.00	523.40
	115.00	79.00	36.00	4744.00		
	115.00	79.00	36.00	4780.00		
	115.60	79.00	36.00	4816.00		
2007	115.00	79.00	36.00	5472.00	620.00	486.02
	115.00	79.00	36.00	5508.00		
	118.50	79.00	39.50	5547.50		
	118.50	79.00	39.50	5587.00		
2008	118.50	79.00	39.50	6246.50	620.00	448.63
	118.50	79.00	39.50	6286.00		
	121.50	81.00	40.50	6326.50		
	121.50	81.00	40.50	6367.00		
2009	121.50	81.00	40.50	7027.50	620.00	411.25
	121.50	81.00	40.50	7068.00		
	121.50	81.00	40.50	7108.50		
	132.50	82.00	50.50	7159.00		
2010	132.50	82.00	50.50	7829.50	620.00	373.86
	132.50	82.00	50.50	7880.00		
	148.50	88.00	60.50	7940.50		
	148.50	88.00	60.50	8001.00		
Page total		$2471.77	$1181.00		$6820.00	$5686.89

BTBT Call to Public #1 1/18/2016 J Sarna

Year	Quarterly Sewer Billings Total	O&M	Capital	Running Total of Payments versus $12,400* Final 08/14/00 Assessment	Sewer SAD in Winter Tax Billings Principal	Interest
2011	148.50	88.00	60.50	8681.50	620.00	336.47
	148.50	88.00	60.50	8742.00		
	160.50	90.00	70.50	8812.50		
	160.50	90.00	70.50	8883.00		
2012	160.50	90.00	70.50	9573.50	620.00	299.09
	160.50	90.00	70.50	9644.00		
	167.16	90.00	77.16	9721.16		
	170.50	90.00	80.50	9801.66		
2013	170.50	90.00	80.50	10,502.16	620.00	261.70
	170.50	90.00	80.50	10,582.66		
	170.50	90.00	80.50	10,663.16		
	170.50	90.00	80.50	10,743.66		
2014	170.50	90.00	80.50	11,444.16	620.00	224.32
	170.50	90.00	80.50	11,524.66		
	170.50	90.00	80.50	11,605.16		
	176.00	95.50	80.50	11,685.66		
2015	176.00	95.50	80.50	11,766.16		
	176.00	95.50	80.50	11,846.66		
	176.00	95.50	80.50	11,927.16		
				12,547.16	*620.00*	*184.93*
	176.00	*95.50*	*80.50*	*12,627.66*		
Page total	*$1,823.50*	*$1,526.66*			*$3,100.00*	*$1,306.51*
TOTAL TOTAL	$4,295.27	$2,707.66			$9,920.00	$6,993.40

Purpose of this data:

- * Original user group people on Woodland Lake, Woodland Estates #4, West Grand River, East Grand River, and Fonda Lake were assessed $12,400 per REU in the final paperwork sent to the County for bond filing requirements; they have been paying this amount over time through a combination of a Winter Tax line item Special Assessment (592) and the Capital/Debt Service portion of the Quarterly sewer billing. From these numbers above it will be seen that, they will have reached payout of $12,400 when/after they pay their 2015 Winter Tax.
- Other people have paid their entire $12,400 up front or remaining portion sometime during this 15 year collection history; Winter Tax billings would/should have stopped at that point; Quarterly Capital/Debt Service charges should have stopped as well.
- Further collection of Quarterly Cap/DebtSvc charges is unwarranted and collection itself is possibly illegal.

NOTES:

- **Running total of payments**, against the $12,400 assessment, combine Capital charges from Quarterly payments with Principal payments in Winter Tax billings.
- The first O&M/Capital charge was levied in November 2002.
- Numbers in Black are billings already paid.

Numbers in red & italics = 2015 Winter Tax sewer SAD billing received but possibly not yet paid
2015 4th quarter billing, again received but possibly not yet paid

- Data about single REU payment history was provided by Twp. Treasurer's Office. Received were:
  - Payment history for Winter Tax sewer 592 billings 2000 through 2014 & recent 2015 billing
  - Account history report from 2000 through 2015 for O&M and Capital/Debt Service charges

QUESTIONS AND ANSWERS...

BTBT #
Call to Public
1/18/2016
J Sarna

SEWER SYSTEM COST SUMMARY

ESTIMATED COSTS

Initial Assessment Per REU: $12,150 12400

Quarterly Sewer Use Charge: $72

TYPICAL RESIDENTIAL PROPERTY OWNER COSTS

SEPTIC SYSTEM ABANDONMENT COSTS

Pump out 1,500 gallon Septic Tank: $100 to $200

Crush and Fill 1,500 gallon Septic Tank: $300 to $400

Livingston County Health Dept. Fee: $50

Total Abandonment Costs: $450 to $650

SEWER LEAD COSTS

Install 4" SDR 26 Sanitary Lead Pipe (house to gravity sewer): $10 to $15 per foot

Install 4" SDR 26 Sanitary Lead Pipe (house to grinder pump): $15 to $20 per foot

DAILY BREAKDOWN OF COST

Special Assessment Cost: $1.66

Interest on Bonds over 20 years: $1.05

Sewer Use and Maintenance Cost per Day: $0.79

Total Daily Cost: $3.50

What will my costs be?

First, all costs are estimated using anticipated inflation rates through 2001. Actual costs will be based upon bids received from third party construction contractors.

If all 6 districts that are currently involved decide to participate, the costs are estimated to be $12,150 per Residential Equivalent Unit. (Typically a single house is 1 REU.) This amount will be financed over 20 years with equal payments of principle plus interest charged annually on the unpaid balance.

Quarterly sewer use costs are estimated to be $72.00.

Septic tank abandonment and hook up costs will vary from house to house and will be the responsibility of the property owner. (See Estimated Costs Table.)

What will be my costs if some districts don't participate?

Because there are 6 districts, it is difficult to estimate the costs for each scenario. Petitions for construction are expected to be returned on or before May 14, 1999. In order for a district to be included in the project, verified signatures from the owners of over 50% of the property in the district must be submitted to the Township. At that time Project costs will be re-calculated. Petitions may not be required in the business oriented districts because of the difficulty in verifying authorized signatures of land owners.

If I sign a petition and then change my mind for any reason, can I remove my name from the petition?

Yes. But you must inform the Brighton Township Board in writing before the close of business, 5:00 PM, on the date of the first public hearing.

How will I know when these public hearings will be held?

The exact date is not known at this time, but the first public hearing will be in June 1999. The Brighton Township Board will inform property owners by certified mail, publicize the dates in the Brighton Argus and post them on Cable TV and at the Township Hall. (See tentative schedule.)

1999

When will I see the Special Assessments Costs on my tax bill?

If approved, the first Special Assessment installment will appear on your December 2000 tax bill. The full balance can be paid in full at any time.

Will my costs ever increase?

The assessment, when set at the second public hearing, will not increase for original participants. If you finance through annual tax collections, your payment will vary each year. The annual payment will be one-twentieth (1/20) of the initial assessment plus interest on the unpaid balance.

Future participants will incur any expansion construction costs beyond the original plant.

BTBT C to P #1
1/18/16
B Potocki

Trustees Sewer Statement January 18, 2016 R. Potocki

1. **STOP BLAMING THE VICTIMS!**

2. **New Information-How Long have you known? Why No Investigation?**
   - Audited, Current Assessment Role **not updated since August 12, 2000.**
   - Minutes, exhibits, recommendations from Sewer Committee Meetings 1998,1999,2000 **MISSING.**
   - Refi Effective Rate 1% per Utilities Committeeman DonTerns/Accountant Ken Palka. Yet rates charge to me and my neighbors only reduced to 5.9%.

3. **Jim Sarna - Monopolized:**
   - Mr Sarna is elected president of WLSHA, the only incorporated municipality within the township. WLSHA has full responsibility for sewer and public health issues within the community as defined in 137PA1929.
   - In his right hand President Sarna has the township attorneys letter ordering him onto the sewer system.
   - In his left hand President Sarna has the tax bills that reflect 15 increases in 12 years. These bills will exceed $30,000 by 2020.
   - President Sarna, please answer yes or no: **Did you ever willfully agree to these prices?**
   - President Sarna, please answer yes or no: **Did the 80 homeowners within the corporate limits of WLSHA, whom you represent, willfully agree to 15 rate increase or at any time vote to approve $22,000 or $30,000 in charges for sewer services?**

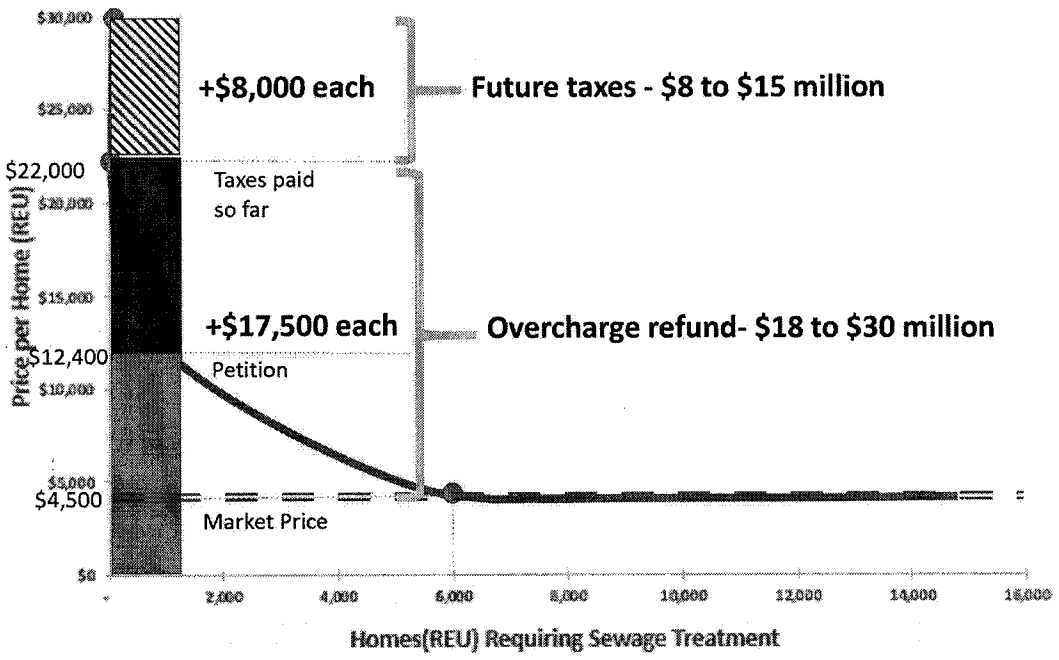
4. **15 Increases in 12 years. 300 PRICE FIXING Violations:**
   Prices 5X times the market rate are prima-facia evidence of illegal conspiracy in restraint of trade as defined in the Sherman Anti-Trust Act and Michigan Anti-Trust Reform Act 274 of 1984.
   (15 Increases x 20 Elected, Appointed Officials and Advisors)

5. **Demands: (see graph on back)**
   - **Cease and Desist** all price fixing and price leadership activity.
   - Begin Refund Process.
   - Freeze cash, capital spending and future sewer collections.
   - Notify SEC of Material Breach.
   - Release a complete, accurate Assessment Role.
   - Outside Audit of Sewer Design, Approval, Pricing and Financial Reports.

6. **STOP BLAMING THE VICTIMS!**
   Instead of stonewalling, continuing the crisis and blaming the victims just do your jobs and fix the problem. Sit down with the community and the county. Determine a regional approach. Fix the pricing. End the abuse of your neighbors. Just stop the politics and fix the problem.

Brighton Township Sewer Overpricing

Sunday, January 17, 2016 11:25 AM



RJP: January 13, 2015

PROPOSED MINUTES

JOINT MEETING w SELCRA **NOVEMBER 30, 2015**
BRIGHTON TWP, BRIGHTON CITY, GENOA TWP, GREEN OAK TWP, BRIGHTON AREA SCHOOLS, SELCRA **SPECIAL MEETING**
125 SOUTH CHURCH STREET **6:30 P.M.**
BRIGHTON, MI 48116 **(810) 229.0560**

D. Smith, SELCRA Director, called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.

ROLL CALL PRESENT:
Charter Township of Brighton: Present: A. Bollin, Clerk; Deb Hawk, Treasurer; C. Doughty, Trustee and SELCRA Liaison; P. Michel, Trustee and SELCRA Liaison; L. Weaire, Trustee; M. Slaton, Trustee.
Absent: T. Murphy, Supervisor
City of Brighton: S. Willis, Councilmember; S. Gardner, Councilmember; J. Muzzin, Mayor.
Genoa Township: M. Archinal, Manager; G. McCririe, Supervisor; L. Rowell, Trustee.
Green Oak Charter Township: M. St. Charles, Supervisor; M. Sedlak, Clerk; S. Daugherty, Treasurer; R. Everett, Trustee, J. Tuthill, Trustee.
Brighton Area Schools (BAS): G. Gray, Superintendent; K. Stahl, Treasurer; B. Trombley; A.Burchfield.
SELCRA: Derek Smith, Director; Dan Mulvihill, Chair.

CALL TO THE PUBLIC
Bob Potocki, Brighton Township - distributed handout regarding regionalization of sewer system.
Mike Palmer, 10382 Grand River – Can't afford taxes.

SELCRA/BAS Joint User Agreement Review
Derek Smith, SELCRA Director, led discussion noting the SELCRA Board had not had an opportunity to review and approve the proposed changes to the Joint Use Agreement (JUA). Discussion included request for feedback from Brighton Are Schools regarding the issues raised by the SELCRA Director at the last joint meeting and over previous years regarding the JUA. The Joint Use Agreement was reviewed in part. Discussion included scheduling, programming, millage options, and integration of all recreation and community activities or just certain recreation activities (i.e. youth sports, downtown events, programs outside of the district but within the physical boundaries of the member communities, etc.) into the Brighton Area Schools. D. Smith also summarized the past discussions focusing on funding and how SELCRA can move forward. He continued to briefly review the options available and what they would look like.

SELCRA/BAS Merger / What would recreation look like under BAS?
G. Gray, Brighton Area Schools Superintendant, spoke on the Joint Use Agreement between SELCRA and Brighton Area Schools. Discussion included program models and what that would look like under the Brighton Area School District, seniority over the fields, competing with other recreation programs, and SELCRA problems including emergency phone numbers when issues arise. Director Smith clarified and pressed the significance of the December deadline. Need to offer programs year round, need to define what recreation is and what the school system role would be. Financial structure for parks vs. programs was discussed in brief.

M. Archinal moved and P. Michel seconded **to adjourn.** Motion carried.
The meeting adjourned at 8:11 P.M.

Respectfully submitted,

CHARTER TOWNSHIP OF BRIGHTON

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

PROPOSED MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

DECEMBER 7, 2015
REGULAR MEETING
7:00 P.M.
(810) 229.0560

Supervisor Murphy called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present: T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; C. Doughty, Trustee; P. Michel, Trustee; M. Slaton, Trustee; L. Weaire, Trustee.
Absent: None.

CALL TO THE PUBLIC
Bob Potocki, 8420 Woodland Shore Drive – Distributed handout; fiduciary responsibilities; Township should have a list of all properties assessed.

Jim Sarna, 8266 Woodland Shore Drive – Member of Woodland Lake Homeowners Association; referenced capitol charges vs. septic charges; issues are the same now as back in 2003.

Mike Palmer, 10382 East Grand River – SELCRA is over - two communities have adopted resolutions to dissolve SELCRA. Auditor's history of sewer shows $14 million shortfall.

AGENDA
A. Bollin moved and C. Doughty seconded **to approve the consent agenda as presented.**
Motion carried.

SECOND READING/PUBLIC HEARING – Text Amendment to Zoning Ordinance, Article 22, Zoning Board of Appeals

Public Hearing opened at 7:10 P.M.
Mike Palmer, 10382 East Grand River – Objects to the changes.
No written comments were received.
Public Hearing closed at 7:10 P.M.

L. Weaire moved and P. Michel seconded **to adopt Ordinance No. 266, Text Amendment # 17, approving the changes to Article 22 of the Zoning Ordinance.**
Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None.
Motion carried.

PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING THE DISTRICT/PREPARATION OF ASSESSMENT ROLL – White Tail Run Road Maintenance Special Assessment District No. S-I-01-2016

Public Hearing opened at 7:12 P.M.
Edward Berger, 13701 White Tail Run – Supports SAD.
Mike Palmer, 10382 East Grand River – Make sure you dotted your "I's" and crossed your "T's".
No written comments were received.
Public Hearing closed at 7:13 P.M.

P. Michel moved and C. Doughty seconded **to adopt Resolution No. 15-037 approving the White Tail Run Road Maintenance Special Assessment District, directing the preparation of the special assessment roll and setting the date as January 18, 2016 for the hearing on the assessment roll.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, C. Doughty, L. Weaire, T. Murphy
Nays: None.

Motion carried.

QUARTERLY SANITARY SEWER FINANCIAL REPORT – Second Quarter, FY' 2015-2016
Ken Palka, Pfeffer, Hanniford & Palka, presented the Second Quarter, FY' 2015-16 Sanitary Sewer Fund Financial Report. Discussion included interest savings and effect on outstanding SAD's and all users. The report was received and filed.

ADOPTION OF BUDGET AMENDMENT # 5, Sewer Capital Reserve
Manager Vick summarized the sewer capital reserves including the equipment replacement fund and anticipated replacements.
L. Weaire moved and P. Michel seconded **to adopt Resolution No. 15-038 approving Budget Amendment # 5, FY' 2015-16, transferring funds from Fund 590 to Fund 589.**
Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None.
Motion carried.

APPROVAL OF AGREEMENT – Payment of Sanitary Sewer REU Charges Over Time, Maple Tree Montessori Properties
Manager Vick provided background information. Discussion included clarification on interest rate and what happens if property ownership changes (Manager explained the assessment continues until paid off).
P. Michel moved and C. Doughty seconded **to approve the Payment over Time Agreement with Maple Tree Montessori to pay for four (4) REU's over time for the property commonly referred to as 2944 S. Old 23 and authorize the Clerk and Supervisor to sign the agreement for 2944 S. Old 23 (Tax ID # 4712-17-400-022) on behalf of the Township based upon the receipt of the $50 application fee and 10% down payment.**
Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, C. Doughty, L. Weaire, T. Murphy
Nays: None.
Motion carried.

AUTHORIZATION TO PURCHASE – Grinder Pump Replacement Parts, Dubois-Cooper
Manager Vick reviewed replacement process and verified that the purchase will be tracked and incorporated into a CMMS/GIS system.
A. Bollin moved and L. Weaire seconded **to accept the quote dated December 1, 2015 from Dubois-Cooper and authorize the Manager to purchase the grinder pump replacement parts for a not-to-exceed amount of $14,000.**
Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
Nays: None.
Motion carried.

ADOPTION OF 2016 MEETING SCHEDULES – Board of Trustees, Planning Commission, Zoning Board of Appeals, Utilities Committee
Clerk Bollin summarized the proposed meeting schedules. Discussion included the increased number of Zoning Board of Appeals meetings compared to last year's adopted schedule and noting that the first December meeting as a regular work session for the Board of Trustees.
A. Bollin moved and L. Weaire seconded **to adopt the 2016 regular meeting schedules for the Board of Trustees, Planning Commission, Zoning Board of Appeals, and Utilities Committee upon making the change to the BTBT schedule as discussed at the table specifically that the December 5, 2016 meeting will be a regular work session meeting.**
Motion carried.

FOIA – STATUS UPDATE AND DIRECTION
FOIA Coordinator/Clerk summarized impact FOIA has on other work responsibilities including statutory duties stating it has become a regular part of the work week (5-8 hours per week) over past six years and with new regulations the impact has placed an overburden on existing resources. Discussion included that this is a staffing issue; no additional resources are available amongst current staff without shifting work assignments and responsibilities; building staff does not have the capacity to take on the additional workload; existing clerk staff will be ramping up for the upcoming election cycle; new staff in the building due to shifting of work/positions but no additional work hours since 2012 (i.e. full time receptionist w. part time clerical in assessing, deputy clerk part time with election responsibilities and full time schedule during elections and full time clerk assistant v. full time deputy with part time elections coordinator); staff reporting; record retrieval responsibilities; administrative burden is on the processing of FOIA's; qualifications of personnel responsible for vetting, distributing and responding to FOIA's; ideally assigned staff has historical knowledge and ability to discern requests and responses. Options included adding additional resources, shifting current responsibilities, outsourcing or attaching additional assignments to current staff. Consensus was the situation necessitates more staff and that the timing was important; staff to explore possible solutions.

P. Michel moved and A. Bollin seconded **to table the discussion until January and budget meetings.**
Motion carried.

DISCUSSION – SELCRA Intergovernmental Meeting Follow-up
Manager Vick provided follow-up from recent Joint Meeting discussions held with the other participating communities, two (2) of which have withdrawn. Discussion included scheduling and officiating concerns raised at the meeting, assets of SELCRA, long term success, JUA extension or new agreement if only two communities participate (it was stated that the other community's residents could participate but that there would be a different fee scale); financial status, hybrid models, and negotiating a new Joint Use Agreement. Consensus of the BTBT is to stay with SELCRA and continue discussions on a new Joint Use Agreement and budgeting.

DISCUSSION – Brighton Area Fire Authority Millage
Trustee Weaire distributed materials and presented the information as discussed at recent Brighton Area Fire Authority Board Meetings. Discussion included the expiration of current millage, ownership of buildings, vehicles, tax increase, and going for a new millage in a General Election Year. Additional discussion held on what the responsibility is for providing buildings by each member community. Consensus of the BTBT is to not turn over ownership of the Fire Stations particularly the Community Center building located on Old US 23.

2016 COMMITTEE APPOINTMENTS
Supervisor Murphy presented the 2016 Committee Appointments.
C. Doughty moved and P. Michel seconded **to accept the Supervisor's recommendation and make the following appointments: Gus Mitsopoulos and Daniel Schifko to the Planning Commission for terms expiring December 31, 2018; John Dorset and James McKeon to the ZBA for terms expiring December 31, 2018; Charles Moran and Sam Theis as ZBA Alternates for terms expiring December 31, 2018; Charles Moran and Douglas Taylor to the Utilities Advisory Committee for terms expiring December 31, 2017; and Don Terns to the FIB Joint Water Authority for a term expiring December 31, 2018.**
Motion carried.

REPORTS AND CORRESPONDENCE
REPORTS
Livingston Community Water Authority Regular Meeting Minutes – October 21, 2015
Zoning Board of Appeals Regular Meeting Minutes – October 28, 2015

D. Hawk – Clarified the water BCCA fee on some tax bills is an assessment, not a tax, and that next year will be the final year for this assessment. ZBA update including MDOT noise ordinance variance approved.
A. Bollin – Post Election Audit completed; pending legislature affecting election administration. A Record study will be conducted after the January 1, 2016. Received minor feedback on electronic packets distributed to BTBT.

DEPARTMENTS
Brighton Area Fire Authority Firestat Report – October 2015
Revenue & Expenditure Report – Second Quarter, FY' 2015-2016

MANAGER
East Grand River sidewalk installed in Green Oak Township, OHM will be surveying. Water Main Booster Station update.

CALL TO THE PUBLIC
Bob Potocki, 8420 Woodland Shore Dr – Spoke on refinance, sewer fees, and $14 million shortfall; thanked Clerk for services with FOIA; commented on factional government and hopes for Democratic representation in Brighton Township.

Doug Taylor, 3319 Oak Knoll – Provided possible alternatives for FOIA staffing and workloads.

Mike Palmer, 10382 East Grand River – Commended Clerk for a job well done with FOIA and taking on other job responsibilities; supports the Township dissolving SELCRA.

ADJOURNMENT
P. Michel moved and L. Weaire seconded to adjourn. Motion carried.
The meeting adjourned at 9:45 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

PROPOSED MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

JANUARY 4, 2016
REGULAR WORKSESSION MEETING
7:00 P.M.
(810) 229.0560

Supervisor T. Murphy called the meeting to order at 7:03 P.M. The Pledge of Allegiance was said.
Present. T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; M. Slaton, Trustee; C. Doughty, Trustee
Absent: L. Weaire, Trustee

CALL TO THE PUBLIC
Jim Sarna, 8266 Woodland Shore Drive – Referenced questions raised at previous meeting (January 5, 2015 and June 2015) regarding Almashy Drive; also newspaper quotes.

Barb Potocki, 8420 Woodland Shore Drive – Original REU's were assigned in 2000-2001; proposed system started as small lake system but is now oversized; four locations originally evaluated ultimately new land was purchased; oversized plant has led to increased costs; try to resolve – listen to our suggestions.

Sam Raguso, 8425 Hilton Road – How many Board members are on the sewer system? Has the sewer system been underutilized for the past 15 years? Can we get a complete assessment roll?

Pete Black, 198 S. Hughes Road – Owns vacant lot on Old 23; denied building permit but was charged for grinder pump; why am I paying for sewer system I am not using? How do City of Brighton's rates compare to Brighton Township's rates? Is refinancing available?

Rick Schlumm, 2647 Gary Ave – Resident for 40 years; Township needs to get serious and work together.

Ana Garcia, Woodland Shore Drive – People on the north side of the lake aren't hooked up; concerned about the effect on the water quality as a result of those properties not being connected to the sewer.

Keith Couch, 2916 Cady Drive – President of Lakeside Property Owners Association - Township promised rates would not go up; why are rates so high?

Marc Senters, 2781 Hacker Rd – Moved to Township in 1996; was told sewer rate would go up if he didn't join the SAD. Are vacant land charges going up?

Mike Palmer, 10383 East Grand River Ave – Demanded refund of $17,500 plus capital charges; expressed continued distrust; BTBT needs to fix the problem; objects to name calling. Referenced Agenda Item F.2. stating that the residents own the Community Center on Old US 23 and should be allowed to use it – no moratorium.

Ailsa Morozow, 2690 Shelly Ave – What has been done to resolve the problem? Is the Township sharing the burden? Can I get off the sewer system?

Bob Potocki, 8420 Woodland Shore Drive – Distributed handout requesting repeal of the quarterly sewer fees, a refund, the freezing of cash and capital spending until the repeal and refund is solved, and the immediate release of a current assessment roll. Referenced US Constitution stating it trumps Robert's Rules of Order.

Donald Moll, 2616 Tim Ave – Allotted his three minutes to Mike Palmer.

Mike Palmer, 10382 East Grand River Ave – Referenced administrative policy that doesn't allow residents to place items on a Board meeting agenda. Requested $17,500 refund, cease further collection of capital charges and freeze spending until solved.

Arthur Jordan, 2602 Shelly Ave – Allotted his three minutes to Mike Palmer.

Mike Palmer, 10382 East Grand River Ave – Majority of BTBT have dealt with this problem for years; solution is to enforce the State statute of the 200 foot rule; capital charges have increased dramatically.

Cheryl Guard, 8334 Woodland Shore Drive – Allotted her three minutes to Jim Sarna.

Jim Sarna, 8366 Woodland Shore Drive – Referenced letter dated December 10th from law firm; people don't know how we got started; referenced project under the Drain Code; where was it a public health issue?

Sheri Sarate, 8456 Woodland Shore Drive – New resident with outstanding assessment of $6,000; why doesn't everyone on the lake have to be on the sewer?

Pamela Kranz, 3384 Oak Knoll – Allotted three minutes to Mike Palmer.

Mike Palmer, 10382 East Grand River Ave – Request $17, 500 refund for overcharges and capital charges; freeze capital spending until issue is resolved. No public health decision, it was a public improvement project. Sewer needs more users to share burden.

Mark Kirby, 2689 Tim Ave – Allotted three minutes to Bob Potocki.

Bob Potocki, 8420 Woodland Shore Drive – Requested refund of $17,500; respect the peoples' petition.

Robert Stone, 8305 Donna Lou – Sewer has been a disaster since the beginning; problems existed before it was in operation; opposed it from the beginning. Contractors have destroyed his driveway twice; Township created a hardship on residents; WWTP location is bad.

June Prentice, 2616 Tim Ave – Stays in Brighton Township but has residence in Marion Township; when will BTBT allow residents on the agenda? Marion Township allows residents to address the Board and gets a reply.

AGENDA
C. Doughty moved and P. Michel seconded **to adopt the agenda as presented.**
Motion carried.

DISCUSSION/REQUEST FOR DIRECTION – E Grand River Sidewalk/Pathway
Manager Vick provided background and referenced previous board discussion regarding asphalt v. concrete and Green Oak Township's plans to extend the sidewalk within their jurisdiction including a boardwalk over challenging areas. Discussion included cost differential and longevity of concrete v. asphalt; seamlessness and easy snow melt on asphalt; aesthetic preferences; inconsistent language in various plans/ordinances and need to clean it up; design costs; construction costs; confirmation that the Kensington Road bridge will accommodate the non-motorized pathway/sidewalk; and design includes a new pedestal signal as required by the Livingston County Road Commission. Consensus was that due to the cost differential the Engineer was to proceed with concrete design.

BUILDING USE POLICY, ADMINISTRATIVE POLICY # 503 – Request for Moratorium - Use of Station # 32
Manager Vick summarized policy regarding building use and noted that the current policy addresses use of Township Hall but not other Township owned buildings, specifically Fire Station # 32. Discussion included process for building reservations, extension of current policy to use of the Fire Station, Brighton Area Fire Authority involvement with building reservations at Station # 32/ Community Center located on Old 23, current v. past staffing levels, emergency situations, consensus to have a township representative available during these reserved times, and recent past practices based on Board directives for building use reservations and room availability. Consensus was that there would be no moratorium and the Manager will present a revised Building Use Policy at the January 18, 2016 meeting for consideration based on the discussion.

SANITARY SEWER RATE SURVEY
Manager Vick provided a summary of the rate review process and Zach Dyba, Assistant to the Manager, presented the findings. Discussion included relevant comparisons, REU costs (original users and current users) comparison of debt scenarios for other units, improved financial situation, adopted Fiscal Analysis as a component of the Capital Improvement Plan, review of the REU rate and consideration of increase for new hook-ups. Consensus was to request the Utilities Committee to review the REU rate.

2016-17 BUDGET PLANNING
PROPOSED DRAFT BUDGET AND CAPITAL IMPROVEMENT PLAN
Manager Vick provided an overview of the 2016-17 budget planning process including the proposed Capital Improvement Plan (CIP) updates based on the adoption of the Asset Management Plan, recent discussions, and continued review of the Sanitary Sewer Fund. Manager requested BTBT review of the proposed changes for discussion at future budget planning session(s) to determine what improvements will be included in the 2016-17 budget. Manager also summarized his December 1, 2015 Memorandum outlining anticipated Revenues and proposed Expenditures and noted that more specific information would be forthcoming but that figures had been included for discussion purposes (i.e. SELCRA, CPI, insurance, etc.). No major changes in staffing levels other than the additional resources for FOIA coordination that will be presented at next meeting and incorporated into next year's budget. No election reimbursements are expected for 2016 even though it is a major election year with two scheduled elections; working with the Livingston County Road Commission on dust control and potential project collaboration.

Manager summarized Other Funds – Transfers which are contingent upon the CIP which serves as the road map to the future; emphasized importance of CIP and sewer reserves and highlighted other anticipated transfers to Pathways, Future Road Improvements, Cemeteries, and the Municipal Water Fund. Other proposed draft budget highlights include continued obligations under the Collett consent decree, grinder pump inventory, LCWA obligations under the Master Operating Agreement, Parks and Rec funding which is yet to be determined as SELCRA is transitioning, and transfers based on the current CIP.

REPORTS AND CORRESPONDENCE
Email/Letter from Trustee Weaire

CALL TO THE PUBLIC
Sam Raguso, 8425 Hilton Road – Board should be fiscally responsible; priority should be sewer debt over sidewalks - ask the sewer users which they prefer; 10 REU's will have minimal effect on sewer fund - enforce the 200' rule.

Jerry Romes, 2703 Brad Place – Resident for 50 years and received a variance to hookup to the sewers; why is the sewer on the other side of town? Does not know who is at fault but costs cannot keep going up.

Keith Couch, 2916 Cady Drive – President of Lakeside Property Association located on School Lake; bills continue to increase, not decrease, yet the assessment period is nearing the end. What is the solution?

Barb Potocki, 8420 Woodland Shore Drive – Referenced statement regarding building use; work session meeting seems no different from other meetings. Original sewer users paying $12,400 plus interest and newer users are paying less. What is the total bond debt? Referenced previous conversations regarding road funding.

Judy Lewis, 8330 Woodland Shore Drive – Is a boater and taxpayer; objects to sidewalk; is interested in fixing the sewer problem. Requests a response from each Trustee - what are you going to do to fix the sewer problem? Suggested using the televisions to display paperwork for residents.
Mike Palmer, 10382 East Grand River Ave – Sidewalks are a waste of time; referenced letter from Attorney Harris dated April 23, 2013 – enforce the 200' rule.

Jim Sarna, 8266 Woodland Shore Drive – Received a letter from Attorney Harris requiring him to hook up to the sewer yet others are not hooked up - How do I get off the sewer? Discriminatory to enforce some to be on the sewers and not others. Is REU fee Township wide?

Bob Potocki, 8420 Woodland Shore Drive – Numbers shown for sewer district are not right; need outside audit of numbers; no more document destruction; referenced three sources of revenue to pay off debt. People want to participate through an agenda item.

Bill Jordan - Allotted his three minutes to Bob Potocki.

Bob Potocki, 8420 Woodland Shore Drive – Put on television; people present are worried about money; raises should have been approved through a commission; requested response on November 15th.

Cheryl Guard, 8334 Woodland Shore Drive – Owns vacant lot and was required to purchase an REU; not all vacant lots are required to purchase an REU within the sewer district. Requesting all vacant lot owners be required to purchase an REU like she was. Allotted the rest of her minutes to Mike Palmer.

Mike Palmer, 10382 East Grand River Ave – Vacant lot was assessed quarterly charges, he appealed and was denied before he had a chance to talk. Manager wage increase doesn't make sense.

Randall Lucas, 8434 Carol Drive – Thanked Woodland Shore Homeowners Association for helping the homeowners and hopes he can thank Board in the future

ADJOURNMENT
P. Michel moved and D. Hawk seconded to adjourn. Motion carried.

The meeting adjourned at 10:00 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

BRIGHTON TOWNSHIP

1/18/2016

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE:

GENERAL FUND	$80,118.87
LIQUOR LAW	$256.06
SEWER O & M	$265,459.23
SEWER DEBT SERVICE	$487.03
T & A- Dog License	$475.00
T & A BONDS	$139,329.42
PATHWAYS	$1,186.25
FUTURE ROAD IMPROVEMENT	$34,314.70
CONSTRUCTION ESCROW	$18,981.00
ESCROW LAKE TRUST/BRIGHTON TWSP	$4,216.13
ROAD MAINTENANCE- Parklawn	$397.50
STREETLIGHTS	$1,376.77
MUNICIPAL REFUSE- Woodland Airway, Ravenswood	$14,826.60
AQUATICS- OWL	$4,925.00

TOTAL ACCOUNTS PAYABLE TO APPROVE **$566,349.56**

VENDOR APPROVAL SUMMARY REPORT
BOT 1-18-16

Date: 01/14/2016
Time: 12:26pm
Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
3 SIXTY INTERACTIVE	3SIXTY	WEBSITE HOSTING/MAINTENANCE	870.00	0.00
ADVANCED DISPOSAL	ADVAN	RUBBISH REMOVAL RAVENSWOOD	6,732.00	0.00
ALAN'S ASPHALT MAINTENANCE INC	ALAN'S	2 OF 5 SNOW REMOVAL PAYMENTS	3,537.60	0.00
ALLEN EDWIN HOMES	ALLEN EDWI	REFUND OVERPMT CONNECTION	200.00	0.00
AMERICAN AWARDS & ENGRAVING	AMERIC	NAME PLATES- P/C, ZBA	56.00	0.00
APPLIED IMAGING	APPLIED	COPIER METER/MAINTENANCE	497.50	0.00
ARBOR SPRINGS WATER CO.,INC.	ARBOR SP	SUPPLIES	76.00	0.00
BLUE CROSS BLUE SHIELD OF MI	BCBS	BLUE CROSS INSURANCE	10,792.70	10,601.52
BRIGHTON TOWNSHIP	BRIGHTON T	QTRLY SEWER BILL-STATION 32	215.00	0.00
BS&A SOFTWARE, INC	BS & A	BUILDING DEPT.NET PROGRAM	8,885.00	0.00
BUSINESS IMAGING GROUP, INC	BUSINESS I	FOIA RECORDS COPIES- 15-059	35.98	0.00
CARTRIDGE WORLD- BRIGHTON	CARTRIDGE	TONER REFILLS	35.98	0.00
CITY ELECTRIC SUPPLY CO	CITY ELECT	3P N4 STARTER CONTACT KIT	381.08	0.00
COACTIVE SYSTEMS CO	COACTIVE	ANNUAL MONITORING SERVICE FEE	180.00	0.00
JOHN COGLEY	COGLEY	BOR PER DIEM 12-15-15	105.00	0.00
COMCAST	COMCAST	INTERNET	0.00	216.57
CONSUMERS ENERGY	CONSUMERS	UTILITIES	0.00	929.99
CORRIGAN OIL COMPANY, INC.	CORRIGA	BOOSTER STATION DELIVERY &	161.62	0.00
CUSTOM ELECTRIC SERVICE LLC	CUSTOM ELE	SERVICE CALL WWTP- OXIDATION	80.00	0.00
BRUCE & JULIE DIETZ	DIETZ/BRUC	DECEMBER MSP RENT	0.00	11,457.00
RONALD DOUGHTY	DOUGHT/R	P/C PER DIEM 1-11-16	80.00	0.00
DTE	DTE	UTILITIES	534.04	4,124.57
DTE ENERGY	DTE ENERGY	STREETLIGHTS	0.00	6,488.04
DUBOIS-COOPER ASSOCIATES	DUBOIS	GRINDER PUMP PARTS	22,030.57	0.00
DUNCAN DISPOSAL	DUNCAN	WOODLAND AIRWAY RUBBISH SAD	8,244.60	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES- SADS	364.00	0.00
ECONO PRINT	ECONO PRIN	WINTER TAX BILLS 2015	0.00	1,662.40
FONSON COMPANY, INC	FONSON	9676 DORNOCH TR	22,900.00	0.00
FOSTER, SWIFT, COLLINS & SMITH	FOSTER	LEGAL SERVICES- COLLETT DUMP	134.00	0.00
FRASER TREBILCOCK	FRASER TRE	LEGAL SERVICES	180.00	0.00
FRANK GRAPENTIEN	GRAPEN	BOR PER DIEM 12-15-15	105.00	0.00
GREAT LAKES ACE	ACE	SUPPLIES	79.75	0.00
GREEN OAK TOWNSHIP	GREEN OA	MAINTENANCE WORK- ZBA SETUP	42.60	0.00
DEAN & CHERYL GUARD	GUARD	REFUND OWL SAD 2002-2006	875.00	0.00
GUARDIAN ALARM	GUARDIAN	SECURITY ALARM	0.00	45.96
HARRIS & LITERSKI	HARRIS &	LEGAL SERVICES	5,782.90	0.00
HARTLAND SEPTIC	HARTLAND S	GRINDER PUMP & DUMP	515.00	0.00
LARRY HERZINGER	HERZINGER	P/C PER DIEM 12-14-15	80.00	0.00
STEVE HOLDEN	HOLDEN	P/C PER DIEM 1-11-16	200.00	0.00
HOME DEPOT CREDIT SERVICES	HOME DEPOT	SUPPLIES	0.00	104.54
I.T. RIGHT	I T RIGHT	ROUTER- WWTP	382.59	0.00
INFRASTRUCTURE ALTERNATIVES,	INFRASTRUC	EXTRA SERVICES NOVEMBER	18,974.33	0.00
INTERNATIONAL INSTITUTE OF	INTERN	ANNUAL DUES- STEPHENS	205.00	0.00
K B ROAD GRADING	K B	SNOW PLOWING- PARKLAWN	397.50	0.00
KONICA MINOLTA ALBIN	KONICA	COPIER METER/MAINTENANCE	57.92	0.00
TIM KOVACH	KOVACH/T	ACCOUNT CORRECTION OVERPAYMENT	487.03	0.00
KRIS' CLEANING SERVICE	KRIS' CLEA	CLEANING SERVICE	840.00	840.00
LAKESIDE SERVICE CO, INC.	LAKESIDE	SERVICE CALL-SAMPLER	272.90	0.00
LEGALSHIELD	PRE-PAID L	IDENTITY THEFT INSURANCE	0.00	64.75
LINCOLN NATIONAL LIFE INS CO	LINCOLN	DISABILITY INSURANCE	0.00	724.66
LIVINGSTON COUNTY ROAD COMM	LIV CTY RD	RELEASE OF FINAL RETAINAGE	34,314.70	0.00
LIVINGSTON COUNTY TREASURER	LIV CTY TR	CHARGE BACK	3,640.77	0.00
LIVINGSTON CTY PRESS & ARGUS	GANNET	DECEMBER LEGAL NOTICES	2,525.00	0.00
DAVE LUCAS	LUCAS	REFUND CASH BOND- PROJECT	28,734.25	0.00
MASTER MEDIA SUPPLY	MASTER MED	SUPPLIES-PAPER	209.94	0.00
MEIER PROPERTY LLC	MEIER PROP	REFUND OWL SAD 2002-2006	875.00	0.00
METRO ENVIRONMENTAL SERVICES	METRO	FLUSHING NORTHWINDS	932.50	0.00
MI ASSOC OF MUNICIPAL CLERKS	MAMC	2016 INSTITUTE- STEPHENS	600.00	0.00
MICHIGAN ASSESSORS ASSOCIATION	MAA	WEB ADVERTISEMENT JOB POSTING	0.00	75.00
MICHIGAN LOCAL GOVERNMENT ASSN	MI LOCAL G	2016 MEMBERSHIP- DYBA	0.00	55.00
MICHIGAN MUNICIPAL TREASURERS	MMTA	ANNUAL DUES- BOWMAN	135.00	0.00
MICHIGAN OFFICE SOLUTIONS	MOS	COPIER METER/MAINTENANCE	294.14	0.00
STATE OF MICHIGAN	DEQ	NPDES ANNUAL PERMIT WWTP	0.00	1,950.00
EDWARD MILITELLO	MILITELLO	REFUND OWL SAD 2002-2006	875.00	0.00
CONSTANTINE MITSOPOULOS	MITSOPOULO	P/C PER DIEM 1-11-16	160.00	0.00
MML WORKERS COMP FUND	MML COMP	PAYROLL AUDIT	710.00	0.00
NAPA AUTO PARTS-BRIGHTON FORD	NAPA	SUPER HC IND V-BELTS-6	233.40	0.00

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
NORTH CENTRAL LABORATORIES	NCL	SUPPLIES	671.69	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	ENGINEERING SERVICES	24,213.00	0.00
ORGANIZATION OF WOODLAND LK	OWL	REIMBURSE D & O INS POLICY PMT	800.00	0.00
ORKIN	ORKIN	EXTERMINATOR	158.70	0.00
PAETEC	PAETEC	TELEPHONE	0.00	651.09
PFEFFER HANNIFORD PALKA	PFEFFER	QUARTERLY SEWER REPORT	1,520.00	0.00
PROGRESSIVE PROPERTIES INC	PROGRESSIV	PARTIAL RELEASE PERFORMANCE	111,175.42	0.00
QUILL CORPORATION	QUILL	SUPPLIES	728.23	0.00
REGISTER OF DEEDS	REGISTER	RECORD SEWER EASEMENT	110.00	0.00
ROLISON PRO HARDWARE	ROLISON	SUPPLIES	34.40	0.00
SCHIFKO DANIEL	SCHIFKO	P/C PER DIEM 1-11-16	80.00	0.00
SEWER RESERVE FUND	SEW RES	BA # 5- TRAN IN FROM 590	0.00	185,400.00
SHERMAN HEATING & COOLING	SHERMAN	QUARTERLY MAINTENANCE	440.00	0.00
ROBERT & CATHERINE SHERMAN	SHERMAN/RO	REFUND OWL SAD 2002-2006	700.00	0.00
SHRED-IT USA LLC	SHRED-IT	DOCUMENT DESTRUCTION PICK-UP	99.67	0.00
STANDARD INSURANCE CO.	STANDARD I	LIFE INSURANCE	0.00	273.33
STANLEY STEAMER	STANLEY	CARPET CLEANING	109.00	0.00
STATE OF MI	STATE OF M	AQUATIC PERMIT- OWL	800.00	0.00
STATE SOFT WATER CO	STATE SOFT	WATER SOFTENER RENTAL	70.00	0.00
JEFFREY STINEDURF	STINEDURF	P/C PER DIEM 1-11-16	265.00	0.00
THE FURNITURE STORE	FURNITURE	TILE FLOORING & INSTALL	1,709.48	0.00
GARY LEE UNRUH	UNRUH	P/C PER DIEM 12-14-15	80.00	0.00
USPS POSTAGE BY PHONE	USPS	POSTAGE METER FUNDS	2,000.00	0.00
VALLEY CITY LINEN, INC	VALLEY	FLOOR MATS	94.35	0.00
VERIZON WIRELESS	VERIZON	TELEPHONE	166.75	51.83
WEST SHORE SERVICES, INC	WEST SHO	ANNUAL MAINT/INSPECTION SIRENS	3,442.50	0.00
WEX BANK	EXXON	FUEL	0.00	52.47
WHITLOCK BUSINESS SYSTEMS	WHITLOCK	POSTAGE PP TAX STATEMENTS	0.00	266.76
		Grand Total:	340,314.08	226,035.48

INVOICE APPROVAL LIST BY FUND
BOT 1-18-16

Date: 01/14/2016
Time: 12:55pm
Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000-084.041	DUE F OTHE	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6375177	01/18/2016	720.00
101-000-084.336	FROM FIRE	KRIS' CLEANING SERVICE CLEANING SERVICE	58063	789	12/22/2015	160.00
101-000-084.336	FROM FIRE	ORKIN EXTERMINATOR	0	106461931	01/18/2016	64.22
101-000-084.336	FROM FIRE	BRIGHTON TOWNSHIP QTRLY SEWER BILL-STATION 32	0	43805	01/18/2016	72.00
101-000-084.336	FROM FIRE	KRIS' CLEANING SERVICE CLEANING SERVICE	0	800	01/18/2016	160.00
101-000-084.336	FROM FIRE	ALAN'S ASPHALT MAINTENANCE INC 2 OF 5 SNOW REMOVAL PAYMENTS	0	43816	01/18/2016	757.60
				Total		1,933.82
Dept: LEGISLATIVE-TWSP BOARD						
101-101-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	15.33
101-101-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	17.30
101-101-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC 2014 GENERAL SERVICES	0	158644	01/18/2016	1,251.50
101-101-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC ENGINEERING SERVICES	0	175185	01/18/2016	363.00
101-101-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6375177	01/18/2016	670.00
101-101-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS DECEMBER LEGAL NOTICES	0	6403886	01/18/2016	535.00
				Total LEGISLATIVE-TWSP BOARD		2,852.13
Dept: SUPERVISOR						
101-171-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	5.38
101-171-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	10.38
				Total SUPERVISOR		15.76
Dept: ADMINISTRATION-MANAGER						
101-172-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	191.18
101-172-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	77.40

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: ADMINISTRATION-MANAGER						
101-172-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	191.41
101-172-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	105.51
101-172-958.000	DUE	MICHIGAN LOCAL GOVERNMENT ASSN 2016 MEMBERSHIP- DYBA	28055	43768	12/22/2015	55.00
101-172-969.000	CONTG	I.T. RIGHT LAPTOP SCREEN	0	20146472	01/18/2016	319.00
				Total ADMINISTRATION-MANAGER		939.50
Dept: ELECTIONS						
101-191-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	28058	43747	12/22/2015	196.07
101-191-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	196.07
101-191-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	7.80
101-191-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	2.98
101-191-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	27.67
				Total ELECTIONS		430.59
Dept: ASSESSOR						
101-209-708.000	PER DIEM	JOHN COGLEY BOR PER DIEM 12-15-15	0	43787	01/18/2016	105.00
101-209-708.000	PER DIEM	FRANK GRAPENTIEN BOR PER DIEM 12-15-15	0	43788	01/18/2016	105.00
101-209-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	28058	43747	12/22/2015	3,137.15
101-209-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	3,137.15
101-209-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	35.46
101-209-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	204.55
101-209-730.000	POSTAGE	WHITLOCK BUSINESS SYSTEMS POSTAGE PP TAX STATEMENTS	28054	122215P	12/22/2015	266.76
101-209-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	231.77
101-209-900.000	PRNT/PUBL	MICHIGAN ASSESSORS ASSOCIATION WEB ADVERTISEMENT JOB POSTING	28072	MAA-162-08-15	01/06/2016	75.00

CHARTER TOWNSHIP OF BRIGHTON

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: ASSESSOR						
101-209-900.000	PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS DECEMBER LEGAL NOTICES	0	6403886	01/18/2016	180.00
				Total ASSESSOR		7,477.84
Dept: TOWNSHIP CLERK						
101-215-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	28058	43747	12/22/2015	4,320.40
101-215-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	4,320.40
101-215-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	62.08
101-215-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	134.72
101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC FOIA RECORDS COPIES- 15-059	0	240867	01/18/2016	17.99
101-215-727.000	SUPPLIES	QUILL CORPORATION W-2, 1099 TAX FORMS	0	1443606	01/18/2016	45.48
101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC FOIA COPIES- 10546 CULVER	0	240935	01/18/2016	17.99
101-215-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	0	1899345	01/18/2016	39.99
101-215-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	91.67
101-215-826.200	RCD RETENT	SHRED-IT USA LLC DOCUMENT DESTRUCTION PICK-UP	0	9408491218	01/18/2016	48.67
101-215-826.200	RCD RETENT	SHRED-IT USA LLC DOCUMENT DESTRUCTION PICK-UP	0	9407996144	01/18/2016	51.00
101-215-860.000	EDUCATION	MI ASSOC OF MUNICIPAL CLERKS 2016 INSTITUTE- STEPHENS	0	43853	01/18/2016	600.00
101-215-958.000	DUE	INTERNATIONAL INSTITUTE OF ANNUAL DUES- STEPHENS	0	43749	01/18/2016	110.00
101-215-958.000	DUE	INTERNATIONAL INSTITUTE OF ANNUAL MEMBERSHIP FEE	0	43817	01/18/2016	95.00
				Total TOWNSHIP CLERK		9,955.39
Dept: TREASURER						
101-253-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	28058	43747	12/22/2015	1,379.33
101-253-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	1,379.33
101-253-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	48.38

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: TREASURER						
101-253-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO	28051		12/22/2015	73.57
		DISABILITY INSURANCE		43773		
101-253-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	124.99
		SUPPLIES		1207955		
101-253-727.000	SUPPLIES	MICHIGAN MUNICIPAL TREASURERS	0		01/18/2016	35.00
		ANNUAL DUES/SUBSCRIPTION-HAWK		43839		
101-253-727.250	P.T. FORMS	ECONO PRINT	28059		12/22/2015	1,662.40
		WINTER TAX BILLS 2015		56911		
101-253-811.100	W/C	MML WORKERS COMP FUND	0		01/18/2016	74.37
		PAYROLL AUDIT		4389204		
101-253-958.000	DUE	MICHIGAN MUNICIPAL TREASURERS	0		01/18/2016	50.00
		ANNUAL DUES/SUBSCRIPTION-HAWK		43839		
101-253-958.000	DUE	MICHIGAN MUNICIPAL TREASURERS	0		01/18/2016	50.00
		ANNUAL DUES- BOWMAN		43840		
				Total TREASURER		4,877.37
Dept: TOWNSHIP HALL/GROUNDS						
101-265-727.000	SUPPLIES	CARTRIDGE WORLD- BRIGHTON	0		01/18/2016	35.98
		TONER REFILLS		114479		
101-265-727.000	SUPPLIES	MASTER MEDIA SUPPLY	0		01/18/2016	209.94
		SUPPLIES-PAPER		73342		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	224.75
		SUPPLIES		1207955		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	19.99
		SUPPLIES		1212434		
101-265-727.000	SUPPLIES	GREAT LAKES ACE	0		01/18/2016	40.77
		SUPPLIES		851		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	115.46
		SUPPLIES		1443378		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	20.58
		SUPPLIES		1899345		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	53.44
		SUPPLIES		43863		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	36.56
		SUPPLIES		43864		
101-265-727.000	SUPPLIES	QUILL CORPORATION	0		01/18/2016	46.99
		SUPPLIES		1057393		
101-265-730.000	POSTAGE	APPLIED IMAGING	0		01/18/2016	9.32
		FREIGHT FOR TONER DELIVERY		265593.1		
101-265-730.000	POSTAGE	USPS POSTAGE BY PHONE	0		01/18/2016	2,000.00
		POSTAGE METER FUNDS		43842		

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: TOWNSHIP HALL/GROUNDS						
101-265-804.000	CONTRACTED	VALLEY CITY LINEN, INC	0		01/18/2016	94.35
		FLOOR MATS		28140276		
101-265-811.100	W/C	MML WORKERS COMP FUND	0		01/18/2016	32.00
		PAYROLL AUDIT		4389204		
101-265-920.000	UTILITIES	CONSUMERS ENERGY	28053		12/22/2015	281.10
		UTILITIES		43770		
101-265-920.000	UTILITIES	DTE	28068		12/28/2015	1,005.52
		UTILITIES		43774		
101-265-921.000	ST LTG	DTE ENERGY	28067		12/28/2015	678.61
		STREETLIGHTS		2368742		
101-265-930.000	BLDG M&R	SHERMAN HEATING & COOLING	0		01/18/2016	440.00
		QUARTERLY MAINTENANCE		3444		
101-265-930.000	BLDG M&R	KRIS' CLEANING SERVICE	58063		12/22/2015	640.00
		CLEANING SERVICE		789		
101-265-930.000	BLDG M&R	ORKIN	0		01/18/2016	78.43
		EXTERMINATOR		106462255		
101-265-930.000	BLDG M&R	KRIS' CLEANING SERVICE	0		01/18/2016	640.00
		CLEANING SERVICE		800		
101-265-930.000	BLDG M&R	STANLEY STEAMER	0		01/18/2016	109.00
		CARPET CLEANING		1337439		
101-265-930.000	BLDG M&R	THE FURNITURE STORE	0		01/18/2016	1,709.48
		TILE FLOORING & INSTALL		43846		
101-265-931.000	EQUIPT M&R	STATE SOFT WATER CO	0		01/18/2016	35.00
		WATER SOFTENER		0017089-IN		
101-265-931.000	EQUIPT M&R	STATE SOFT WATER CO	0		01/18/2016	35.00
		WATER SOFTENER RENTAL		0017549-IN		
101-265-932.000	GRNDS M&R	DUNCAN DISPOSAL	0		01/18/2016	80.00
		RUBBISH REMOVAL- TWSP HALL		658867		
101-265-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	0		01/18/2016	1,520.60
		2 OF 5 SNOW REMOVAL PAYMENTS		43816		
101-265-965.000	CHGBK TAX	LIVINGSTON COUNTY TREASURER	0		01/18/2016	3,204.77
		CHARGE BACK		43735		
				Total TOWNSHIP HALL/GROUNDS		13,397.64
Dept: OTHER CHARGES & SERVICES						
101-299-804.000	CONTRACTED	COMCAST	28056		12/22/2015	145.41
		CABLE/INTERENET		43766		
101-299-804.000	CONTRACTED	3 SIXTY INTERACTIVE	0		01/18/2016	385.00
		WEBSITE HOSTING/MAINTENANCE		3221		
101-299-804.000	CONTRACTED	3 SIXTY INTERACTIVE	0		01/18/2016	485.00
		WEBSITE HOSTING/MAINTENANCE		3273		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: OTHER CHARGES & SERVICES						
101-299-811.200	IDENTITY T	LEGALSHIELD	28071		12/28/2015	64.75
		IDENTITY THEFT INSURANCE		43780		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		01/18/2016	300.00
		LEGAL SERVICES		18422		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		01/18/2016	3,140.10
		LEGAL SERVICES		18421		
101-299-827.000	LEGAL	DYKEMA GOSSETT PLLC	0		01/18/2016	364.00
		LEGAL SERVICES- SADS		3029873		
101-299-827.000	LEGAL	FRASER TREBILCOCK	0		01/18/2016	180.00
		LEGAL SERVICES		267232		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		01/18/2016	300.00
		LEGAL SERVICES		160169		
101-299-827.000	LEGAL	HARRIS & LITERSKI	0		01/18/2016	2,042.80
		LEGAL SERVICES		160168		
101-299-853.000	TELEPHONE	VERIZON WIRELESS	28061		12/22/2015	51.83
		TELEPHONE		9756282789		
101-299-853.000	TELEPHONE	PAETEC	28069		12/28/2015	565.07
		TELEPHONE		59021419		
101-299-853.000	TELEPHONE	VERIZON WIRELESS	0		01/18/2016	166.75
		TELEPHONE		9757926901		
101-299-861.000	GAS & OIL	WEX BANK	28052		12/22/2015	52.47
		FUEL		43369338		
101-299-931.000	EQUIPT M&R	KONICA MINOLTA ALBIN	0		01/18/2016	30.81
		COPIER METER/MAINTENANCE		9001958860		
101-299-931.000	EQUIPT M&R	APPLIED IMAGING	0		01/18/2016	229.32
		COPIER METER/MAINTENANCE		752200		
101-299-931.000	EQUIPT M&R	COACTIVE SYSTEMS CO	0		01/18/2016	180.00
		ANNUAL MONITORING SERVICE FEE		2265		
101-299-931.000	EQUIPT M&R	APPLIED IMAGING	0		01/18/2016	258.86
		COPIER METER/MAINTENANCE		729895		
101-299-931.000	EQUIPT M&R	MICHIGAN OFFICE SOLUTIONS	0		01/18/2016	294.14
		COPIER METER/MAINTENANCE		IN537666		
101-299-931.000	EQUIPT M&R	KONICA MINOLTA ALBIN	0		01/18/2016	27.11
		COPIER METER/MAINTENANCE		9002044280		
101-299-951.000	LEASE-BACK	BRUCE & JULIE DIETZ	28064		12/28/2015	11,457.00
		DECEMBER MSP RENT		43811		
				Total OTHER CHARGES & SERVICES		20,720.42
Dept: FIRE DEPARTMENT						
101-336-921.000	ST LTG	DTE ENERGY	28067		12/28/2015	24.92
		STREETLIGHTS		2368742		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: FIRE DEPARTMENT						
101-336-923.000	WATER/SEW	BRIGHTON TOWNSHIP	0		01/18/2016	104.00
		QTRLY SEWER BILL-STATION 32		43805		
101-336-930.000	BLDG M&R	KRIS' CLEANING SERVICE	58063		12/22/2015	40.00
		CLEANING SERVICE		789		
101-336-930.000	BLDG M&R	ORKIN	0		01/18/2016	16.05
		EXTERMINATOR		106461931		
101-336-930.000	BLDG M&R	KRIS' CLEANING SERVICE	0		01/18/2016	40.00
		CLEANING SERVICE		800		
101-336-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	0		01/18/2016	189.40
		2 OF 5 SNOW REMOVAL PAYMENTS		43816		
				Total FIRE DEPARTMENT		414.37
Dept: PLANNING						
101-400-708.000	PER DIEM	GARY LEE UNRUH	0		01/18/2016	80.00
		P/C PER DIEM 12-14-15		43761		
101-400-708.000	PER DIEM	CONSTANTINE MITSOPOULOS	0		01/18/2016	80.00
		P/C PER DIEM 12-14-15		43762		
101-400-708.000	PER DIEM	STEVE HOLDEN	0		01/18/2016	100.00
		P/C PER DIEM 12-14-15		43763		
101-400-708.000	PER DIEM	JEFFREY STINEDURF	0		01/18/2016	80.00
		P/C PER DIEM 12-14-15		43764		
101-400-708.000	PER DIEM	LARRY HERZINGER	0		01/18/2016	80.00
		P/C PER DIEM 12-14-15		43765		
101-400-708.000	PER DIEM	JEFFREY STINEDURF	0		01/18/2016	105.00
		BOR PER DIEM 12-15-15		43789		
101-400-708.000	PER DIEM	STEVE HOLDEN	0		01/18/2016	100.00
		P/C PER DIEM 1-11-16		43858		
101-400-708.000	PER DIEM	JEFFREY STINEDURF	0		01/18/2016	80.00
		P/C PER DIEM 1-11-16		43859		
101-400-708.000	PER DIEM	CONSTANTINE MITSOPOULOS	0		01/18/2016	80.00
		P/C PER DIEM 1-11-16		48860		
101-400-708.000	PER DIEM	RONALD DOUGHTY	0		01/18/2016	80.00
		P/C PER DIEM 1-11-16		43861		
101-400-708.000	PER DIEM	SCHIFKO DANIEL	0		01/18/2016	80.00
		P/C PER DIEM 1-11-16		43862		
101-400-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28058		12/22/2015	1,294.07
		BLUE CROSS INSURANCE		43747		
101-400-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	0		01/18/2016	1,294.07
		BLUE CROSS INSURANCE		43869		
101-400-717.000	LIFE INS	STANDARD INSURANCE CO.	28065		12/28/2015	17.74
		LIFE INSURANCE		43775		

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: PLANNING						
101-400-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	96.88
101-400-727.000	SUPPLIES	AMERICAN AWARDS & ENGRAVING NAME PLATE- DOUGHTY	0	29550	01/18/2016	14.00
101-400-727.000	SUPPLIES	AMERICAN AWARDS & ENGRAVING NAME PLATES- P/C, ZBA	0	29471	01/18/2016	42.00
101-400-803.000	SP PROJECT	GREEN OAK TOWNSHIP MAINTENANCE WORK- ZBA SETUP	0	1-000-016	01/18/2016	42.60
101-400-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	96.86
101-400-900.900	PUBLISHING	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6375177	01/18/2016	170.00
101-400-900.900	PUBLISHING	LIVINGSTON CTY PRESS & ARGUS LEGAL NOTICES	0	6375177	01/18/2016	120.00
101-400-900.900	PUBLISHING	LIVINGSTON CTY PRESS & ARGUS DECEMBER LEGAL NOTICES	0	6403886	01/18/2016	130.00
101-400-970.000	CAP OUTLAY	BS&A SOFTWARE, INC BUILDING DEPT.NET PROGRAM	0	104825	01/18/2016	8,885.00
				Total PLANNING		13,148.22
Dept: CODE ENFORCEMENT						
101-412-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	28058	43747	12/22/2015	156.86
101-412-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI BLUE CROSS INSURANCE	0	43869	01/18/2016	156.86
101-412-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	28065	43775	12/28/2015	2.15
101-412-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	28051	43773	12/22/2015	11.74
101-412-811.100	W/C	MML WORKERS COMP FUND PAYROLL AUDIT	0	4389204	01/18/2016	12.11
				Total CODE ENFORCEMENT		339.72
Dept: EMERGENCY PREPAREDNESS						
101-426-920.000	UTILITIES	DTE UTILITIES	28057	43740	12/22/2015	39.60
101-426-935.000	TRNDO SRN	WEST SHORE SERVICES, INC ANNUAL MAINT/INSPECTION SIRENS	0	22087	01/18/2016	3,442.50
				Total EMERGENCY PREPAREDNESS		3,482.10
Dept: ENVIRONMENTAL						

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: ENVIRONMENTAL						
101-525-827.000	LEGAL	FOSTER, SWIFT, COLLINS & SMITH	0		01/18/2016	134.00
		LEGAL SERVICES- COLLETT DUMP		681851		
				Total ENVIRONMENTAL		134.00
					Fund Total	80,118.87
Fund: LIQUOR LAW ENFORCEMENT FUND						
Dept:						
212-000-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	28058		12/22/2015	117.64
		BLUE CROSS INSURANCE		43747		
212-000-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	0		01/18/2016	117.64
		BLUE CROSS INSURANCE		43869		
212-000-717.000	LIFE INS	STANDARD INSURANCE CO.	28065		12/28/2015	1.61
		LIFE INSURANCE		43775		
212-000-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO	28051		12/22/2015	8.81
		DISABILITY INSURANCE		43773		
212-000-811.100	W/C	MML WORKERS COMP FUND	0		01/18/2016	10.36
		PAYROLL AUDIT		4389204		
				Total		256.06
					Fund Total	256.06
Fund: SEWER O & M FUND						
Dept:						
590-000-140.000	INVENTORY	DUBOIS-COOPER ASSOCIATES	0		01/18/2016	8,056.00
		E/ONE DUPLEX STATION		185129		
590-000-203.000	NEW CONNEC	FONSON COMPANY, INC	0		01/18/2016	6,100.00
		9449 SHELTERING OAKS		967		
590-000-203.000	NEW CONNEC	FONSON COMPANY, INC	0		01/18/2016	13,200.00
		2944 OLD US 23		978		
590-000-203.000	NEW CONNEC	ALLEN EDWIN HOMES	0		01/18/2016	200.00
		REFUND OVERPMT CONNECTION		43792		
590-000-203.000	NEW CONNEC	FONSON COMPANY, INC	0		01/18/2016	3,600.00
		9676 DORNOCH TR		985		
				Total		31,156.00
Dept: ADMINISTRATION						
590-537-727.000	SUPPLIES	I.T. RIGHT	0		01/18/2016	63.59
		ROUTER- WWTP		20146696		

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
Dept: ADMINISTRATION						
590-537-818.000	CONSULTING	PFEFFER HANNIFORD PALKA QUARTERLY SEWER REPORT	0	1000024882	01/18/2016	1,520.00
590-537-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC ENGINEERING SERVICES	0	175185	01/18/2016	147.00
590-537-826.100	COMPUT SPT	COMCAST INTERNET	28056	43767	12/22/2015	71.16
590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD SEWER EASEMENT	0	43715	01/18/2016	23.00
590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD PAYMENT OVER TIME	0	43750	01/18/2016	64.00
590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD SEWER EASEMENT	0	43834	01/18/2016	23.00
				Total ADMINISTRATION		1,911.75
Dept: OPERATION AND MAINTENANCE						
590-540-727.000	SUPPLIES	NAPA AUTO PARTS-BRIGHTON FORD SUPER HC IND V-BELTS-6	0	164933	01/18/2016	233.40
590-540-727.000	SUPPLIES	ARBOR SPRINGS WATER CO.,INC. SUPPLIES	0	1590422	01/18/2016	38.00
590-540-727.000	SUPPLIES	HOME DEPOT CREDIT SERVICES SUPPLIES	28070	43779	12/28/2015	104.54
590-540-727.000	SUPPLIES	GREAT LAKES ACE SUPPLIES	0	854	01/18/2016	1.02
590-540-727.000	SUPPLIES	ROLISON PRO HARDWARE SUPPLIES	0	102948	01/18/2016	34.40
590-540-727.000	SUPPLIES	CITY ELECTRIC SUPPLY CO 3P N4 STARTER CONTACT KIT	0	058229	01/18/2016	381.08
590-540-727.000	SUPPLIES	ARBOR SPRINGS WATER CO.,INC. SUPPLIES	0	1594065	01/18/2016	38.00
590-540-727.000	SUPPLIES	GREAT LAKES ACE SUPPLIES	0	816	01/18/2016	37.96
590-540-727.000	SUPPLIES	NORTH CENTRAL LABORATORIES SUPPLIES	0	366346	01/18/2016	671.69
590-540-804.300	CONT-FIXED	INFRASTRUCTURE ALTERNATIVES, O & M WWTP JANUARY 2016	0	16545	01/18/2016	16,142.33
590-540-804.400	NON ROUTIN	INFRASTRUCTURE ALTERNATIVES, EXTRA SERVICES NOVEMBER	0	16472	01/18/2016	2,832.00
590-540-853.000	TELEPHONE	PAETEC TELEPHONE	28069	59021419	12/28/2015	86.02
590-540-920.000	UTILITIES	DTE UTILITIES	28057	43740	12/22/2015	1,369.03

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
Dept: OPERATION AND MAINTENANCE						
590-540-920.000	UTILITIES	CONSUMERS ENERGY	28053		12/22/2015	648.89
		UTILITIES		43771		
590-540-920.000	UTILITIES	DTE ENERGY	28066		12/28/2015	4,407.74
		WWTP- UTILITES		2370271		
590-540-920.000	UTILITIES	DTE	28073		01/06/2016	1,452.91
		UTILITIES		43802		
590-540-920.000	UTILITIES	DTE	0		01/18/2016	534.04
		UTILITIES		43830		
590-540-930.000	BLDG M&R	LAKESIDE SERVICE CO, INC.	0		01/18/2016	272.90
		SERVICE CALL-SAMPLER		59764		
590-540-930.100	ALARM	GUARDIAN ALARM	28060		12/22/2015	45.96
		SECURITY ALARM		17379170		
590-540-931.000	EQUIPT M&R	CUSTOM ELECTRIC SERVICE LLC	0		01/18/2016	80.00
		SERVICE CALL WWTP- OXIDATION		3460		
590-540-932.000	GRNDS M&R	DUNCAN DISPOSAL	0		01/18/2016	70.00
		RUBBISH REMOVAL- WWTP		662469		
590-540-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	0		01/18/2016	1,070.00
		2 OF 5 SNOW REMOVAL PAYMENTS		43816		
590-540-936.000	SYST MAINT	DUBOIS-COOPER ASSOCIATES	0		01/18/2016	13,974.57
		GRINDER PUMP PARTS		185292		
590-540-936.000	SYST MAINT	HARTLAND SEPTIC	0		01/18/2016	220.00
		3455 HILTON POINT CT PUMP/DUMP		12171501		
590-540-936.000	SYST MAINT	HARTLAND SEPTIC	0		01/18/2016	295.00
		GRINDER PUMP & DUMP		12151503		
590-540-962.000	PERMIT FEE	STATE OF MICHIGAN	28074		01/06/2016	1,950.00
		NPDES ANNUAL PERMIT WWTP		946333		
590-540-968.100	TRAN RESER	SEWER RESERVE FUND	58062		12/22/2015	185,400.00
		BA # 5- TRAN IN FROM 590		43717		
				Total OPERATION AND MAINTENANCE		232,391.48
					Fund Total	265,459.23
Fund: SEWER DEBT SERVICE						
Dept:						
592-000-034.100	DELINQUENT	TIM KOVACH	0		01/18/2016	322.00
		ACCOUNT CORRECTION OVERPAYMENT		43870		
592-000-034.100	DELINQUENT	TIM KOVACH	0		01/18/2016	32.20
		ACCOUNT CORRECTION OVERPAYMENT		43870		
592-000-034.200	DELINQUENT	TIM KOVACH	0		01/18/2016	35.42
		ACCOUNT CORRECTION OVERPAYMENT		43870		

HARTER TOWNSHIP OF BRIGHTON

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: SEWER DEBT SERVICE						
Dept:						
592-000-214.100	DUE TO OTH	TIM KOVACH ACCOUNT CORRECTION OVERPAYMENT	0	43870	01/18/2016	97.41
				Total		487.03
					Fund Total	487.03
und: TRUST AND AGENCY FUND						
Dept:						
701-000-221.400	DOG LICENS	LIVINGSTON COUNTY TREASURER DOG LICENSE FEES DEC	0	43825	01/18/2016	436.00
701-000-221.400	DOG LICENS	BRIGHTON TOWNSHIP DOG LICENSE FEES DECEMBER	0	43826	01/18/2016	39.00
701-000-283.000	PERF DEPST	DAVE LUCAS REFUND CASH BOND- PROJECT	0	43739	01/18/2016	28,154.00
701-000-283.000	PERF DEPST	PROGRESSIVE PROPERTIES INC PARTIAL RELEASE PERFORMANCE	0	43804	01/18/2016	111,175.42
				Total		139,804.42
					Fund Total	139,804.42
und: PATHWAYS FUND						
Dept:						
702-000-967.000	PRJCT COST	ORCHARD, HILTZ & MCCLIMENT INC ENGINEERING- SIDEWALKS	0	173468	01/18/2016	1,186.25
				Total		1,186.25
					Fund Total	1,186.25
und: FUTURE ROAD IMPROVEMENT						
Dept: HYNE ROAD						
792-064-967.000	PRJCT COST	LIVINGSTON COUNTY ROAD COMM RELEASE OF FINAL RETAINAGE	0	5-2015	01/18/2016	30,205.92
				Total HYNE ROAD		30,205.92
Dept: SPENCER ROAD						
792-066-967.000	PRJCT COST	LIVINGSTON COUNTY ROAD COMM RELEASE OF FINAL RETAINAGE	0	5-2015	01/18/2016	4,108.78
				Total SPENCER ROAD		4,108.78

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: FUTURE ROAD IMPROVEMENT						
					Fund Total	34,314.70
und: CONSTRUCTION ESCROW						
Dept:						
793-000-224.902	DUE TO NAT	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	250.00
		NATURAL AGG- 2015 FILL PERMIT		175180		
793-000-224.926	DUE TO GRA	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	443.00
		GRAND HILTON MIXED USE-INSP		175176		
793-000-224.927	ASHLEY	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	250.00
		ASHLEY LAND 2015 FILL PERMIT		175179		
793-000-224.936	ELKOW	METRO ENVIRONMENTAL SERVICES	0		01/18/2016	932.50
		FLUSHING NORTHWINDS		55705		
793-000-224.951	DUE TO LAK	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	2,436.50
		LAKE TRUST CU- CONST. INSP		175178		
793-000-224.953	US 23 WATE	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	2,209.50
		ENGINEERING SERVICES		175177		
793-000-224.953	US 23 WATE	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	1,587.50
		OLD US 23 WATER MAIN		173460		
793-000-224.953	US 23 WATE	DTE	28075		01/06/2016	257.51
		UTILITIES		43797		
793-000-224.953	US 23 WATE	CORRIGAN OIL COMPANY, INC.	0		01/18/2016	161.62
		BOOSTER STATION DELIVERY &		43820		
793-000-224.962	DUE TO COR	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	1,109.00
		BRIGHTON FORD COLLISION- INSP		175183		
793-000-224.963	DUE TO SCH	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	516.50
		10547 & 10561 GRAND RIVER-INSP		175182		
793-000-224.964	AWP/C&C	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	979.75
		C&C SPORTS- CONST INSP		175181		
793-000-224.965	NO TO TAK	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	185.75
		BRIGHTON POINTE PARK- FINAL		175187		
793-000-224.965	NO TO TAK	DAVE LUCAS	0		01/18/2016	580.25
		REFUND BAL OF ESCROW		43738		
793-000-224.966	KROGER	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	9,670.75
		KROGER FUEL- CONST INSP		175186		
793-000-224.968	DUE TO PRO	ORCHARD, HILTZ & MCCLIMENT INC	0		01/18/2016	1,627.00
		SANDILA ESTATES- CONST INSP		175184		
				Total		23,197.13
					Fund Total	23,197.13
und: SAD ROAD MAINTENANCE						

HARTER TOWNSHIP OF BRIGHTON

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: SAD ROAD MAINTENANCE						
Dept: PARKLAWN SAD						
812-031-967.000	PRJCT COST	K B ROAD GRADING SNOW PLOWING- PARKLAWN	0	6502	01/18/2016	397.50
				Total PARKLAWN SAD		397.50
					Fund Total	397.50
und: STREET LIGHTING FUND						
Dept: COUNTRY CLUB ANNEX LT						
865-070-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	598.27
				Total COUNTRY CLUB ANNEX LT		598.27
Dept: DONALD DRIVE LIGHT						
865-071-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	15.20
				Total DONALD DRIVE LIGHT		15.20
Dept: BRANDYWINE FARMS LIGHT						
865-072-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	54.55
				Total BRANDYWINE FARMS LIGHT		54.55
Dept: HARVEST HILLS LIGHTS						
865-073-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	54.55
				Total HARVEST HILLS LIGHTS		54.55
Dept: GREENFIELD POINTE LIGHTS						
865-074-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	54.55
				Total GREENFIELD POINTE LIGHTS		54.55
Dept: BRIGHTON GARDENS						
865-075-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	60.81
				Total BRIGHTON GARDENS		60.81
Dept: EAGLE HEIGHTS						
865-076-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	29.43

HARTER TOWNSHIP OF BRIGHTON

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: STREET LIGHTING FUND						
Dept: EAGLE HEIGHTS						
				Total EAGLE HEIGHTS		29.43
Dept: GREENFIELD SHORES 1-2-3-4 LOP						
865-077-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	60.81
				Total GREENFIELD SHORES 1-2-3-4 LOP		60.81
Dept: DE MARIA LIGHTS						
865-078-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	29.43
				Total DE MARIA LIGHTS		29.43
Dept: RAVENSWOOD LIGHTS						
865-079-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	54.55
				Total RAVENSWOOD LIGHTS		54.55
Dept: MAPLE RIDGE SUB						
865-080-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	29.43
				Total MAPLE RIDGE SUB		29.43
Dept: ALGER PINES						
865-081-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	58.86
				Total ALGER PINES		58.86
Dept: SHENANDOAH						
865-082-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	56.71
				Total SHENANDOAH		56.71
Dept: SHENANDOAH POND HOMEOWNERS						
865-084-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	55.97
				Total SHENANDOAH POND HOMEOWNERS		55.97
Dept: OAKS AT BEACH LAKE						
865-085-921.000	ST LTG	DTE ENERGY STREETLIGHTS	28067	2368742	12/28/2015	163.65
				Total OAKS AT BEACH LAKE		163.65

und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: STREET LIGHTING FUND						
					Fund Total	1,376.77
und: MUNICIPAL REFUSE						
Dept: RAVENSWOOD						
871-056-967.000	PRJCT COST	ADVANCED DISPOSAL RUBBISH REMOVAL RAVENSWOOD	0	VR0000161214	01/18/2016	6,732.00
				Total RAVENSWOOD		6,732.00
Dept: WOODLAND/AIRWAY ASSESSMENT						
871-529-967.100	ADDL PROJ	DUNCAN DISPOSAL WOOD/AIR SAD RUBBISH	0	660127	01/18/2016	3,898.20
871-529-967.100	ADDL PROJ	DUNCAN DISPOSAL WOODLAND AIRWAY RUBBISH SAD	0	665453	01/18/2016	4,196.40
				Total WOODLAND/AIRWAY ASSESSMENT		8,094.60
					Fund Total	14,826.60
und: SAD AQUATICS						
Dept: WOODLAND LAKE AQUATIC						
880-550-967.000	PRJCT COST	ORGANIZATION OF WOODLAND LK REIMBURSE D & O INS POLICY PMT	0	43790	01/18/2016	800.00
880-550-967.000	PRJCT COST	STATE OF MI AQUATIC PERMIT- OWL	0	43800	01/18/2016	800.00
880-550-967.000	PRJCT COST	DEAN & CHERYL GUARD REFUND OWL SAD 2002-2006	0	43872	01/18/2016	875.00
880-550-967.000	PRJCT COST	EDWARD MILITELLO REFUND OWL SAD 2002-2006	0	43873	01/18/2016	875.00
880-550-967.000	PRJCT COST	MEIER PROPERTY LLC REFUND OWL SAD 2002-2006	0	43874	01/18/2016	875.00
880-550-967.000	PRJCT COST	ROBERT & CATHERINE SHERMAN REFUND OWL SAD 2002-2006	0	43875	01/18/2016	700.00
				Total WOODLAND LAKE AQUATIC		4,925.00
					Fund Total	4,925.00
					Grand Total	566,349.56

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Public Hearing on the Special Assessment Roll-Resolution 15-____ ; White Tail Run Road Maintenance Special Assessment District, S-I-01-2016, Confirming the Assessment Roll

EXPLANATION OF TOPIC: The final step in the process of creating a special assessment district for road maintenance for the private road known as White Tail Run is approval of a resolution which confirms the assessment roll for the project. This was petitioned for by the residents of White Tail Run, and signed by 85.7% of the residents representing 92.42 % of the total road frontage.

The previous resolutions for this SAD stated that the assessment was on a per parcel basis and not on a per record property owner basis. Clarifying language has been added to the proposed resolution to clear up the discrepancy between the petition and the resolutions to date at the recommendation of the Township Attorney (James Kiefer).

A public hearing was held on December 7, 2015 to hear objections to the creation of the SAD. Today's public hearing is to hear objections to the proposed assessment roll.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Supervisor's certification of the roll
- Assessment Roll
- Resolution 15-_____
- Certification of Mailing and Public Notices

POSSIBLE COURSES OF ACTION: Adopt/not adopt resolution 15-____ confirming the special assessment roll for the White Tail Run Road Maintenance Special Assessment District No. S-I-01-2016.

SUGGESTED MOTION: Motion by _____, supported by _____ to adopt Resolution 15-____ confirming the special assessment roll for the White Tail Run Road Maintenance Special Assessment District No. S-I-01-2016.

ROLL CALL VOTE REQUIRED: Yes

WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT

January 18, 2016-BTBT Board Meeting

Public Hearing #2

NAME	ADDRESS
Lowell P. Wood	8255 Donna Lou
Maudie M Wood	8255 Donna Lou

1954 PA 188 Proceedings

CERTIFICATE

To the Clerk and Township Board

Brighton Township
Livingston County, Michigan

Dear Officials:

This is to certify that I, Thomas E. Murphy, the Supervisor, has caused the Assessor of Record of Brighton Township, Livingston County, Michigan, to verify the parcels for a special assessment district **S-I-01-2016**, to be established for the purpose of road maintenance in the proposed special assessment district for White Tail Run Road Maintenance. Each record owner of a parcel will be assessed for one (1) share. Record owners of two (2) or more contiguous lots under the same ownership shall be assessed one (1) share.

I do hereby certify that the assessment roll and all assessment records have been verified with Township Records, as to the record owners of all property within the Township of Brighton and within the area set forth in the proposed assessment district as of January 8, 2016.

Thomas E Murphy 1/8/16

Thomas E. Murphy, Supervisor Date
Charter Township of Brighton

Special Assessment Roll for TOWNSHIP OF BRIGHTON

Roll for Year 2016
Population: Special Assessment District (X3227)
Special Population All Active Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
UNIT 12 DISTRICT X3227							
X3227 WHITE TAIL RUN RD	4712-25-400-006 VARNHAGEN MARY ANN 13900 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-009 GOPIGIAN ANN ROUSE 13600 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-011 BURGER EDWARD & GERADINE 13701 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-023 ANDERSON GLEN & SUSAN 13800 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-025 SEITZ LIVING TRUST 13901 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-026 BEYER REVOCABLE TRUST 13601 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 WHITE TAIL RUN RD	4712-25-400-027 BEYER FREDERICK 13601 WHITE TAIL RUN MILFORD MI 48380	0.00 0.00	0.00		0.00	0.00 0.00	0.00
X3227 WHITE TAIL RUN RD	4712-25-400-047 MULLER MARK J 13700 WHITE TAIL RUN MILFORD MI 48380	601.11 0.00	0.00		601.11	2,041.11 0.00	2,041.11
X3227 TOTALS: 8		4,207.77 0.00	0.00		4,207.77	14,287.77 0.00	14,287.77
UNIT 12 TOTALS: 8		4,207.77 0.00	0.00		4,207.77	14,287.77 0.00	14,287.77
Total Parcels: 8		4,207.77 0.00	0.00		4,207.77	14,287.77 0.00	14,287.77

RESOLUTION NO. 15-_____
CHARTER TOWNSHIP OF BRIGHTON
LIVINGSTON COUNTY, MICHIGAN
WHITE TAIL RUN
ROAD MAINTENANCE
SPECIAL ASSESSMENT DISTRICT
S-I-01-2016
1954 PA 188 PROCEEDINGS

Excerpts of Minutes of Regular Meeting of the Township Board held at the Brighton Township Hall, 4363 Buno Road on January 18, 2016.

Members Present:

Members Absent:

The Supervisor stated that the next order of business was the consideration of the assessment roll for Special Assessment District No. S-I-01-2016 which had been prepared by the Supervisor and the Assessing Officer of the Township in accordance with the Resolution of the Township Board adopted December 7, 2015 and had been noticed for public hearing for this date.

The Township Clerk reported that Notices of the Hearing on said assessment roll had been given by publication in the Livingston County Daily Press & Argus on January 1, 2016 and January 8, 2016 and by First Class mail on January 4, 2016 to each property owner of record as shown on the assessment rolls of the Township within the Special Assessment District. Affidavits of such publication and mailing were presented and ordered filed.

The Supervisor presented a proposed assessment roll which had been previously filed with him assessing the cost within said district for a period of five (5) years (2016 through 2020, inclusive), at $360.00 per record property owner annually, with the first year being higher to cover direct costs. Each record owner of a lot fronting White Tail Run or the White Tail Run road easement, will be assessed for one (1) share ($360 annually). Record owners of two (2) or more contiguous lots under the same ownership, shall be assessed one (1) share. The Supervisor also noted that the proposed special assessment roll differs from the special assessment roll contemplated by previous resolutions of the Township Board in the following respect: The previous resolution of the Township Board contemplated equal assessments on a "one lot one share basis" and the proposed special assessment roll is prepared on a "one record owner one share basis", and accordingly a record owner of two or more contiguous lots is assessed one share.

A summary of the comments were made as follows:

See 12/7/2015 BTBT Minutes.

RESOLUTION No. 15-____
WHITE TAIL RUN ROAD MAINTENANCE
SPECIAL ASSESSMENT DISTRICT
S-I-01-2016
ASSESSMENT ROLL

After everyone present had been given the opportunity to be heard concerning the assessment roll and the board had fully considered the same and all comments made in connection therewith, the following Preamble and Resolution were offered by _____ and supported by _____ for adoption by the Township Board.

PREAMBLE AND RESOLUTION

RE: SPECIAL ASSESSMENT ROLL FOR THE WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT S-I-01-2016 ASSESSMENT ROLL

WHEREAS, the Township Board of the Charter Township of Brighton, Livingston County, Michigan, after due and legal notice, has conducted a public hearing upon a proposed assessment roll prepared by the Supervisor and Assessing Officer of the Township for the purpose of road maintenance for the assessment of an estimate of the costs of such road maintenance all within the proposed Special Assessment District No. S-I-01-2016 as shown on the plans for such project.

AND WHEREAS, the Supervisor has reported that the proposed special assessment roll differs from the special assessment roll contemplated by previous resolutions of the Township Board in the following respect: The previous resolution of the Township Board contemplated equal

assessments on a "one lot one share basis" and the proposed special assessment roll is prepared on a "one record owner one share basis", and accordingly a record owner of two or more contiguous lots is assessed one share.

AND WHEREAS, such public hearing was preceded by proper notice in the Livingston County Daily Press & Argus, a newspaper of general circulation in the Township, and by First Class Mail notice to each property owner of record within said district and upon said assessment roll;

TAX IDENTIFICATION NUMBERS:

4712-25-400-006	4712-25-400-025
4712-25-400-009	4712-25-400-026
4712-25-400-011	4712-25-400-027
4712-25-400-023	4712-25-400-047

AND WHEREAS, comments were received from those present at such public hearing concerning said assessment roll and opportunity to all present to be heard in the matter;

AND WHEREAS, a record of those present to protest, and of written protests submitted at or before the public hearing was made a part of the minutes of the hearing;

AND WHEREAS, it is the opinion of the Township Board that no further time should be granted for the consideration of the matter;

AND WHEREAS, the Township Board has duly inspected the proposed assessment roll, alternate methods of apportioning the assessment, and considered all comments and proposed amendments thereto and has found the proposed assessment roll, as amended, to be correct, just and reasonable;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The assessment roll submitted by the Supervisor and Assessing Officer of the Township shall hereafter be designated as the **WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT S-I-01-2016 and** shall hereby be confirmed as the assessment roll for Special Assessment District No. S-I-01-2016.

2. The assessment in said Charter Township of Brighton Special Assessment Roll is $360 per each record owner of a lot fronting White Tail Run or the White Tail Run road easement. Record owners of two (2) or more contiguous lots under the same ownership, shall be assessed one (1) share. All unpaid amounts prior to the transfer to the tax roll as provided by Michigan Public Act 188 of 1954, as amended, shall bear interest payable at the rate of 0.0 percent per annum.

3. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, with billing to occur with the December tax bills. The Township Clerk shall deliver said special assessment roll to said Treasurer with a warrant attached, directing the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188, as amended.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Upon roll call vote on the adoption of the resolution, the following voted "Aye":

The following voted "Nay":

Absent:

The Supervisor declared the motion carried and the resolution was duly adopted.

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

CERTIFICATE

The undersigned Clerk of the Charter Township of Brighton hereby certifies that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a regular meeting of the

Township Board of the Charter Township of Brighton, Livingston County, Michigan, held on Monday, January 18, 2016 at which meeting _____ members of the Township Board were present and voted as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan; and the foregoing Excerpt contains all material pertinent to the **WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT, SAD NO. S-I-01-2016.**

_____
Ann M. Bollin, CMC, CMMC, Clerk

AFFIDAVIT OF MAILING

STATE OF MICHIGAN

: S.S

COUNTY OF LIVINGSTON

I, Michele Olechnowicz, being first duly sworn, depose and say that I prepared for mailing and caused to be mailed by First Class Mail, on January 4, 2016, A Notice of Hearing, a true copy of which is attached hereto and made a part hereof, to each owner of or party in interest in property located within the White Tail Run Road Maintenance Special Assessment District within the attached Notice, whose name appears on the last local tax assessment records for ad valorem tax purposes, which has been reviewed by the local Board of Review as supplemented by any subsequent changes in the names or the addresses of such owners or parties listed thereon; that each such envelope had contained therein the appropriate notice of the aforesaid hearing, was securely sealed, with postage fully prepaid thereon for First Class mail delivery, and was properly addressed; that said envelopes were mailed at the United States Post Office in The Charter Township of Brighton, Michigan, on said date; that said Notice referred to a hearing scheduled for January 18, 2016 before the Charter Township of Brighton Board.

Michele Olechnowicz, Receptionist

Subscribed and sworn to before me this 4th day of January, 2016.

Karen M Hester

Karen M Hester
Oakland County

Notary Public

Acting in the County of Livingston County, Michigan

My Commission Expires: April 27, 2020

KAREN M HESTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 27, 2020
Acting in the County of Livingston

Meeting Notice
Charter Township of Brighton Residents

Board: Board of Trustees

Date: Monday, January 18, 2016

Time: 7:00 P.M.

Place: Brighton Township Hall
4363 Buno Road
Brighton, MI 48114

Purpose: Public Hearing on the Assessment Roll for White Tail Run Road Maintenance Special Assessment District S-I-01-2016

Questions may be directed to Brian P. Vick, Township Manager at 810.229.0550.

Respectfully submitted:

Ann M. Bollin
Clerk, Charter Township of Brighton

The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

CHARTER TOWNSHIP OF BRIGHTON
LIVINGSTON COUNTY, MICHIGAN
1954 PA 188 PROCEEDINGS

NOTICE OF PUBLIC HEARING ON THE WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT S-I-01-2016

To THE RESIDENTS AND PROPERTY OWNERS OF THE CHARTER TOWNSHIP OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS:

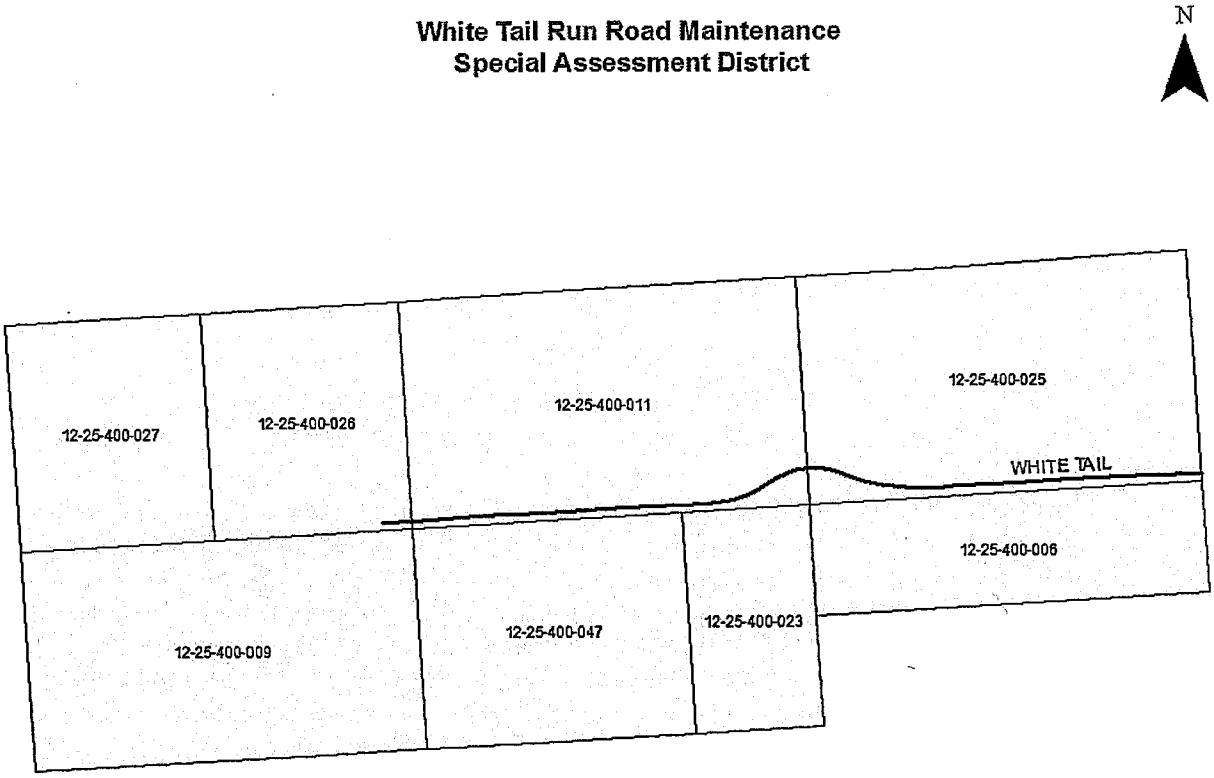
PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township have reported to the Township Board and filed in the office of the Township Clerk for public examination a proposed special assessment roll covering all qualifying properties within the Special Assessment District No. S-I-01-2016 benefited by the proposed road maintenance for property owners in the proposed district. Said assessment roll has been prepared for the purpose of assessing the costs for the aforesaid WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT NO. S-I-01-2016 as more particularly shown on the petition request on file with the Township Clerk at 4363 Buno Road, Brighton, Michigan, within the Township.

PLEASE TAKE FURTHER NOTICE that each record owner of a lot fronting White Tail Run or the White Tail Run road easement, will be assessed for one (1) share ($360 annually). Record owners of two (2) or more contiguous lots under the same ownership, shall be assessed one (1) share. Per the petitions received by the Township Board, the assessment within said district is $360.00 per year over five (5) years (2016 through 2020, inclusive), *except* the first year will be higher to include direct costs of approximately $2,500 divided equally amongst the parcels for property owners, as stated in the resolution that established the district and within the Special Assessment District. The district is illustrated on the map set forth below and shall include the following parcels:

TAX IDENTIFICATION NUMBERS:

4712-25-400-006	4712-25-400-025
4712-25-400-009	4712-25-400-026
4712-25-400-011	4712-25-400-027
4712-25-400-023	4712-25-400-047

White Tail Run Road Maintenance
Special Assessment District



PLEASE TAKE FURTHER NOTICE THAT any delinquent assessments within the special assessment district may be reviewed annually by the Township and pursuant to Act 188 the Township Board may levy pro-rata additional assessments in the special assessment district to make up any deficiency from such delinquent special assessments. Annual determination of the cost of the scope of the improvement may be made and that a public hearing will not be necessary for such annual redeterminations, provided the annual cost does not exceed the estimate by 10% in accordance with PA 188 of 1954.

PLEASE TAKE FURTHER NOTICE that the Township Board will meet at the Brighton Township Hall, 4363 Buno Road, Brighton, Michigan on Monday, January 18, 2016 at 7:00 p.m. for the purpose of reviewing the proposed special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and a verbal or written statement of protest at the hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal.

An owner, or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required. The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the state tax tribunal within thirty (30) days after the confirmation of the special assessment roll.

Questions may be directed to Brian P. Vick, Township Manager, at 810-229-0550. All interested persons are invited to be present at the hearing to submit comments. Brighton Township will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the hearing, to individuals with disabilities at the hearing upon adequate prior notice to the Township Manager. Individuals with disabilities requiring auxiliary aids or services should contact the Township at the address or phone number listed.

Ann M. Bollin, Clerk
Charter Township of Brighton

CHARTER TOWNSHIP OF BRIGHTON
LIVINGSTON COUNTY, MICHIGAN
1954 PA 188 PROCEEDINGS

NOTICE OF PUBLIC HEARING ON THE WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT S-I-01-2016

To THE RESIDENTS AND PROPERTY OWNERS OF THE CHARTER TOWNSHIP OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS:

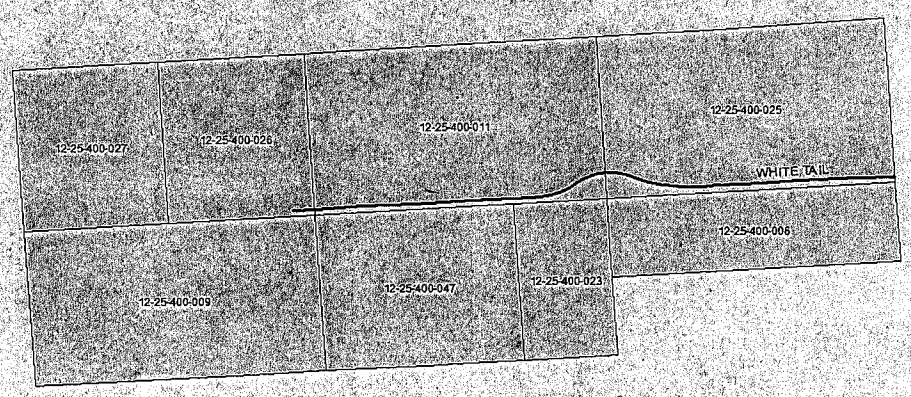
PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township have reported to the Township Board and filed in the office of the Township Clerk for public examination a proposed special assessment roll covering all qualifying properties within the Special Assessment District No. S-I-01-2016 benefited by the proposed road maintenance for property owners in the proposed district. Said assessment roll has been prepared for the purpose of assessing the costs for the aforesaid WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT NO. S-I-01-2016 as more particularly shown on the petition request on file with the Township Clerk at 4363 Buno Road, Brighton, Michigan, within the Township.

PLEASE TAKE FURTHER NOTICE that each record owner of a lot fronting White Tail Run or the White Tail Run road easement, will be assessed for one (1) share ($360 annually). Record owners of two (2) or more contiguous lots under the same ownership, shall be assessed one (1) share. Per the petitions received by the Township Board, the assessment within said district is $360.00 per year over five (5) years (2016 through 2020 inclusive), except the first year will be higher to include direct costs of approximately $2,500 divided equally amongst the parcels for property owners, as stated in the resolution that established the district and within the Special Assessment District. The district is illustrated on the map set forth below and shall include the following parcels:

TAX IDENTIFICATION NUMBERS

4712-25-400-006	4712-25-400-025
4712-25-400-009	4712-25-400-026
4712-25-400-011	4712-25-400-027
4712-25-400-023	4712-25-400-047

White Tail Run Road Maintenance
Special Assessment District



PLEASE TAKE FURTHER NOTICE THAT any delinquent assessments within the special assessment district may be reviewed annually by the Township and pursuant to Act 188 the Township Board may levy pro-rata additional assessments in the special assessment district to make up any deficiency from such delinquent special assesments. Annual determination of the cost of the scope of the improvement may be made and that a public hearing will not be necessary for such annual redeterminations, provided the annual cost does not exceed the estimate by 10% in accordance with PA 188 of 1954.

PLEASE TAKE FURTHER NOTICE that the Township Board will meet at the Brighton Township Hall, 4363 Buno Road, Brighton, Michigan on Monday, January 18, 2016 at 7:00 p.m. for the purpose of reviewing the proposed special assessment roll and hearing any objections there to. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and a verbal or written statement of protest at the hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal. An owner, or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required . The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the state tax tribunal within thirty (3 0) days after the confirmation of the special assessment roll.

Questions may be directed to Brian P. Vick, Township Manager, at 810-229-0550. All interested persons are invited to be present at the hearing to submit comments. Brighton Township will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the hearing, to individuals with disabilities at the hearing upon adequate prior notice to the Township Manager. Individuals with disabilities requiring auxiliary aids or services should contact the Township at the address or phone number listed.

ANN M. BOLLIN, CLERK
CHARTER TOWNSHIP OF BRIGHTON

(01-01/08-2016 DAILY 268047)

CHARTER TOWNSHIP OF BRIGHTON
LIVINGSTON COUNTY, MICHIGAN
1954 PA 188 PROCEEDINGS

NOTICE OF PUBLIC HEARING ON THE WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT S-I-01-2016

To THE RESIDENTS AND PROPERTY OWNERS OF THE CHARTER TOWNSHIP OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS:

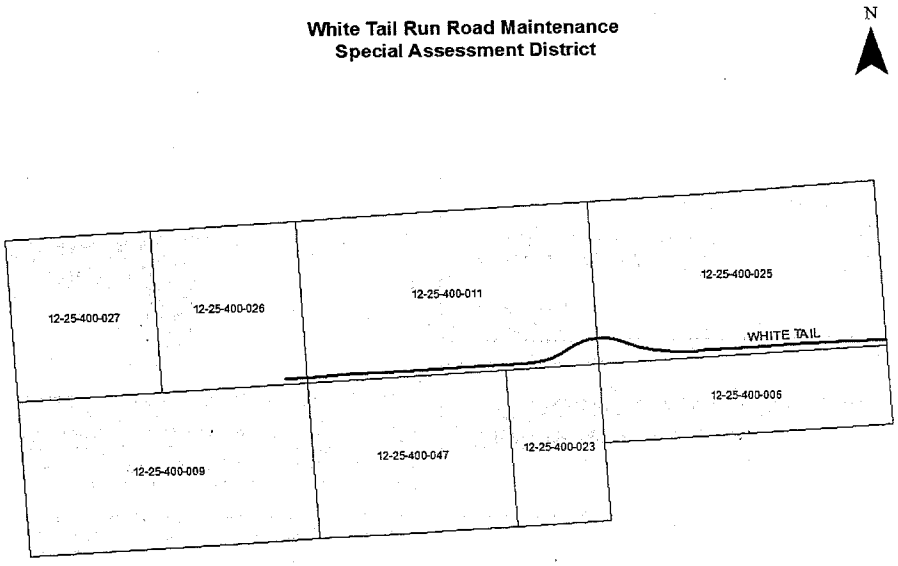
PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township have reported to the Township Board and filed in the office of the Township Clerk for public examination a proposed special assessment roll covering all qualifying properties within the Special Assessment District No. S-I-01-2016 benefited by the proposed road maintenance for property owners in the proposed district. Said assessment roll has been prepared for the purpose of assessing the costs for the aforesaid WHITE TAIL RUN ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICT NO. S-I-01-2016 as more particularly shown on the petition request on file with the Township Clerk at 4363 Buno Road, Brighton, Michigan, within the Township.

PLEASE TAKE FURTHER NOTICE that each record owner of a lot fronting White Tail Run or the White Tail Run road easement, will be assessed for one (1) share ($360 annually). Record owners of two (2) or more contiguous lots under the same ownership, shall be assessed one (1) share. Per the petitions received by the Township Board, the assessment within said district is $360.00 per year over five (5) years (2016 through 2020, inclusive), except the first year will be higher to include direct costs of approximately $2,500 divided equally amongst the parcels for property owners, as stated in the resolution that established the district and within the Special Assessment District. The district is illustrated on the map set forth below and shall include the following parcels:

TAX IDENTIFICATION NUMBERS·

4712-25-400-006	4712-25-400-025
4712-25-400-009	4712-25-400-026
4712-25-400-011	4712-25-400-027
4712-25-400-023	4712-25-400-047

White Tail Run Road Maintenance
Special Assessment District



PLEASE TAKE FURTHER NOTICE THAT any delinquent assessments within the special assessment district may be reviewed annually by the Township and pursuant to Act 188 the Township Board may levy pro-rata additional assessments in the special assessment district to make up any deficiency from such delinquent special assesments. Annual determination of the cost of the scope of the improvement may be made and that a public hearing will not be necessary for such annual redeterminations, provided the annual cost does not exceed the estimate by 10% in accordance with PA 188 of 1954.

PLEASE TAKE FURTHER NOTICE that the Township Board will meet at the Brighton Township Hall, 4363 Buno Road, Brighton, Michigan on Monday, January 18, 2016 at 7:00 p.m. for the purpose of reviewing the proposed special assessment roll and hearing any objections there to. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and a verbal or written statement of protest at the hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal. An owner, or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required . The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the state tax tribunal within thirty (3 0) days after the confirmation of the special assessment roll.

Questions may be directed to Brian P. Vick, Township Manager, at 810-229-0550. All interested persons are invited to be present at the hearing to submit comments. Brighton Township will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed material being considered at the hearing, to individuals with disabilities at the hearing upon adequate prior notice to the Township Manager. individuals with disabilities requiring auxiliary aids or services should contact the Township at the address or phone number listed.

ANN M. BOLLIN, CLERK
CHARTER TOWNSHIP OF BRIGHTON

(01-01/08-2016 DAILY 268047)

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Planner

AGENDA TOPIC: First (1st) Reading on the proposed revisions to *Chapter 15, Soil Removal* of the Code of Ordinances

EXPLANATION OF TOPIC: This is the first (1st) reading by the Brighton Township Board of Trustees regarding the proposed revisions to *Chapter 15, Soil Removal,* of the Code of Ordinances.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed revisions to *Chapter 15* of the Code of Ordinances

POSSIBLE COURSES OF ACTION: Schedule/Not Schedule the second (2nd) reading for the proposed revisions to *Chapter 15, Soil Removal,* of the Code of Ordinances.

RECOMMENDATION: Schedule the second (2nd) reading for the proposed revisions to *Chapter 15, Soil Removal,* of the Code of Ordinances.

SUGGESTED MOTION:
Motion by _____, supported by _____ to schedule the second (2nd) reading for the proposed revisions to *Chapter 15, Soil Removal,* of the Code of Ordinances.

ROLL CALL VOTE REQUIRED? Yes

DIVISION 2. FILLING

Sec. 15-76. Dumping of soil, sand, clay, gravel or other materials.

The dumping of any soil, sand, clay, gravel or other materials on any parcel of land within the limits of the Township is hereby prohibited, except when done in accord with the following requirements:

(1) **Permits Required.**

A fill~~ing~~ permit shall be required for any dumping of soil, sand, clay, gravel or other materials on any property within the Township. Permits issued by the Township Board shall be for a period of time expiring on a date set by the Township Board. Permits shall expire in odd calendar years but not to exceed two (2) years. Such permits may be renewed for so long as the permittee complies with all of the provisions of this chapter and other conditions of the permit.

(2) **Applications.**

Applications shall be filed with the Township Manager or designee with plans and specifications which shall clearly give the legal description of the site of the proposed fill, the amount of fill proposed, method for filling, a list of materials to be deposited in the fill and shall be accompanied with the applicable application material required in ***Sec. 15-28*** for removal. A limited fill permit fee, as established by the Township Board, shall accompany the application for a fill permit. Such fee is to be used to defray the cost of processing such application.

(3) **Fill Materials.**

Fill materials shall ~~be "inert materials" only as approved in the appropriate state department's list of approved materials~~. consist only of the following materials: clean inert clay, rock, sand, and topsoil. However, this does not preclude recycled asphalt millings or crushed concrete aggregate being used as road base for haul routes. For the purpose of road base, these materials

Business licensing, Ch. 7; subdivision and land development regulations, Ch. 17.
State law references: Soil conservation districts law, MCL 282.1 et seq., MSA 13.1781 et seq.; soil erosion and sedimentation control act, MCL 282.101 et seq., MSA 13.1820(1) et seq.

shall be screened and free of all reinforcing steel and dowel bars/baskets. The Township Board may require that a log of materials be maintained in which the amount, type of materials, and the date of deposits shall be accurately described with photographs of the same.

(4) **Inspections.**

The permittee shall advance to the Township an escrow amount for the cost of engineering services and any monitoring site inspection fee or other requirement that may be established as a condition of approval of the permit. The Township has the right to monitor the site as frequently as it determines necessary. Failure to pay the escrow amount within seven (7) days will result in the permit being considered null and void and an automatic denial of any requested renewal of a permit.

(5) **Letter of Credit.**

To ensure strict compliance with the terms of the permit, for new applications for a permit filed after the effective date of this ordinance, the permittee shall furnish a letter of credit approved by the Township Board. The amount will be established by the Township Board after recommendation from the Township Engineer. In fixing the amount of such letter of credit, the Township Board shall take into consideration the cost of removal of any and all unfit soil or materials at the fill site and the cost of restoring the site to a safe, healthy and sightly condition, as estimated by the Township Engineer.

Current permit holders seeking a renewal of its permit, who are in compliance with the terms of its permit, shall have the option of providing a surety bond in lieu of a letter of credit. The surety bond shall be subject to approval by the Township.

(6) **Reclamation.**

All fill sites shall be reclaimed to provide proper drainage to leave the ground fit for growing turf and to allow for all land uses dictated by the zoning district in which any such property is located. Any filling of land within a floodplain, wetland or adjacent to a river or lake shall not commence unless

Business licensing, Ch. 7; subdivision and land development regulations, Ch. 17.
State law references: Soil conservation districts law, MCL 282.1 et seq., MSA 13.1781 et seq.; soil erosion and sedimentation control act, MCL 282.101 et seq., MSA 13.1820(1) et seq.

and until all required approval and permits have been issued by the appropriate state department.

(Ord. No. 254, 2/3/12), (Ord. No. 86, Sec. 5, 1/3/89)

Secs. 15-77-15-95. Reserved.

DIVISION 3. EXCAVATIONS

Sec. 15-96. Excavations or holes.

Any extraction/removal done pursuant to this chapter that creates any unprotected, unbarricaded, open or dangerous excavations, holes, pits or wells or any excavations, holes, pits, or wells, which constitute or are reasonably likely to constitute a danger or menace to the public health, safety and welfare, are hereby prohibited and declared a public nuisance; provided, however, that this chapter shall not prevent the construction or excavations under a permit issued pursuant to the provisions of this chapter or the building code of the Township where such excavations are properly protected and warning signs and lights are located in such manner as may be approved by authority of the state, county, township or other governmental agency.

(Ord. No. 254, 2/3/12), (Ord. No. 86, Sec. 6, 1/3/89)

Business licensing, Ch. 7; subdivision and land development regulations, Ch. 17.
State law references: Soil conservation districts law, MCL 282.1 et seq., MSA 13.1781 et seq.; soil erosion and sedimentation control act, MCL 282.101 et seq., MSA 13.1820(1) et seq.

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Planner

AGENDA TOPIC: Preliminary Residential Site Condominium Site Plan for Deerfield Preserve

EXPLANATION OF TOPIC: This is a review of the preliminary residential site condominium site plan for Deerfield Preserve, a seventy-eight (78) unit residential development. Deerfield is part of a Mixed Use PUD which includes a 6.5 acre commercial site at the Northwest corner of Old 23 and Hyne. The commercial site plan is phase 2 and the preliminary site plan for the commercial component will be reviewed at a later date by the Planning Commission and Township Board. (A conceptual plan for the commercial component is included but is not part of the preliminary site plan review). The expected time frame for approval of the commercial component is at least five (5) years out. This property was rezoned in December 2005 to Mixed Use PUD and includes two parcels of land totaling 68.62 acres on the northwest corner of Hyne and Old 23. The Mixed Use PUD zoning remains. The preliminary residential site plan had expired so the developer had to return to the Planning Commission and Township Board for preliminary site plan approval. The Planning Commission reviewed the project at its meetings of August 31, 2015, September 14, 2015, and January 11, 2016. The developer would like the original PDA and First Amendment to the PDA reinstated which were rescinded in 2013 at the request of the developer. The Township Attorney made some suggested changes to the PDA when he re-reviewed the master deed, bylaws and PDA that were submitted by the developer which are not included at this time.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- GIS map
- PC Application
- August 5, 2015 Township Planner letter
- August 20, 2015 Township Engineer letter
- July 27, 2015 Fire Department letters
- 8/27/15 and 8/10/15 Township Attorney e-mails regarding Master Deed, Bylaws, and PUD Agreement (Revised PUD agreement not included)
- Master Deed and Bylaws
- Old PUD Agreement, First Amendment to PUD Agreement and Rescind of PUD Agreement
- August 21, 2015 LCDC e-mail and report
- September 15, 2015, September 1, 2015 LCRC e-mails and August 13, 2015 LCRC letter
- August 10, 2015 and date-stamped July 24, 2015 TIS supplements and October 2005 TIS report

- Deerfield Conceptual Plan
- Public Comment Letters
- Preliminary Residential Site Plan and Conceptual Commercial Site Plan

POSSIBLE COURSES OF ACTION: Accept/not accept recommendation of the Planning Commission and approve the preliminary residential site condominium review for Deerfield Preserve conditioned upon an executed PDA agreement.

RECOMMENDATION: Accept the recommendation of the Planning Commission and approve the preliminary residential site condominium review for Deerfield Preserve conditioned upon an executed PDA agreement.

SUGGESTED MOTION:

Motion by _____, supported by _____ to accept the recommendation of the Planning Commission and approve the preliminary residential site condominium review for Deerfield Preserve conditioned upon an executed PDA agreement.

ROLL CALL VOTE REQUIRED? Yes

F.3

Clerk

From: Planner
Sent: Monday, January 18, 2016 9:40 AM
To: Clerk
Subject: FW: Deerfield Preserve
Attachments: Deerfield Preserve, Letter, Brian Measel, 1-15-16.pdf; Deerfield Preserve, Letter, Michael McLeod, 1-16-16.pdf

-----Original Message-----
From: David Willacker [mailto:dlwillacker@gmail.com]
Sent: Monday, January 18, 2016 9:33 AM
To: Planner <planner@brightontwp.com>
Cc: Marshall Blau <proprop@comcast.net>
Subject: Deerfield Preserve

Good Morning Kelly,

I received the attached letters from neighbors adjacent to Deerfield Preserve over the weekend. I am forwarding them to you so they may be read into the record at tonight's Board meeting. If you have any questions or concerns please contact me at your convenience. Thank you.

Dave Willacker
Wil-Pro Development Company
248.921.6011 - cell

F.3

8960 Hyne Road
Brighton, MI 48114
January 15, 2015

Brighton Twp. Board
4363 Buno Road
Brighton, MI 48114

RE: Deerfield Preserve

Dear Board Members,

Since I am unable to attend your Board meeting on Monday evening, January 18th, I am writing to favorably support the development proposed at the Northwest corner of U.S. 23 and Hyne Road. The abundance of park area, elimination of business driveways onto U.S. 23 and the additional users for the sewer system, are just some of the benefits of the project. I encourage you to approve the project.

Sincerely,

Brian Measel

F.3

TO: Brighton Township Board

FROM: Mike McLeod

SUBJECT: Deerfield Preserve

About ten years ago, you approved the Deerfield Preserve subdivision at Old US 23 and Hyne Road, but it was never developed due to the downturn of the economy, which we all experienced. The same developer is currently building a residential project next to our property, and I want you to know he is operating in the most professional and caring way.

It is my understanding, the site plan has not changed since 2006, so I cannot imagine why you would not approve the development again. The plan has more than 1.5 times the required open space and saves hundreds of mature trees. It reduces all of the commercial use to just the corner, where it belongs. Further, the updated traffic report indicates the roads can handle the new homesites.

I hope you will re-approve Deerfield Preserve. We need the additional tax dollars, especially the money it will generate for the Township sewer fund.

Mike McLeod

BTBT
via email
1/18/2016

F.3

January 17, 2016

Brighton Township Board of Trustees
4363 Buno Road
Brighton, MI 48114

RE: Re-Approval of Deerfield Preserve

Dear Trustees,

I have been a long time Brighton Township resident in the area of Hyne Road and Old US23. I was in support of the Deerfield Preserve development when it was originally approved in 2006, and I'm in support it's re-approval at this time. I am in favor of the preservation of trees provided in this development through its dedicated open space areas, as well as the reduction of commercial property along Old US23.

I cannot attend the Board meeting on January 18th, but if you have any questions that I may assistance to you, please contact me at your convenience.

Sincerely,

James M. Atchison

James M. Atchison
1529 Bosak Drive
Brighton, MI 48114
(810) 923-5415

F.3

Clerk

From: Potocki Bob <bp@potockitransport.us>
Sent: Monday, January 18, 2016 11:05 AM
To: Clerk; Treasurer; Trustee Cathy; Trustee Mike; Trustee Lucille; Trustee Patrick
Cc: Manager; Planner; County Brian Jonckheere (BJonckheere@livgov.com); katelawrence2001@yahoo.com; dsparker22@hotmail.com
Subject: WILPRO SEWER AGREEMENT

Tonight you will review a PUD and Sewer Agreement with WILPRO. (Progressive Properties)

I have filed a FOIA for the details of the sewer proposal.

Please refer any sewer agreement/assessment to a review by the County Brighton Township Sewer District Board for conformance to the terms of Chapter 20 of the drain code.

Will also request a review of the Assessments to WILPRO in the 2005/06 agreement and legality of discounts, deferrals and particularly the legal approval of elimination of those assessments from the roles.

Availability of the long requested approved Assessment Role is required to properly understand the current situation.

I have also not received an answer as to whether the property has been "perk" tested.

It makes no sense to make further investments in a failed sewer project and I "object" to personally paying for any of the discounts you are offering to WILPRO in the form of future assessments.

Please consider these items in your deliberations tonight.

Respectfully Submitted,

Bob Potocki
Woodland Shore Drive
Retired-Taxpayer-Vet

Distributed @ table
BTBT 1/18/16

planner

F. 3.

From: John Harris [john.harris@harrisandliterski.com]
Sent: Tuesday, August 13, 2013 11:00 AM
To: planner
Cc: 'John Harris'
Subject: Deerfield

Kelly:

This is in response to your e-mail dated Friday, August 9, 2013. In addition, I talked with Mr. Bruce Seglund, the attorney for the potential purchaser, on Monday, August 12, 2013. In my conversation with the attorney, I was given the distinct impression he wanted the Mixed Use PUD zoning district to revert back to the original zoning. He also questioned whether a church was a permitted use within the Mixed Use PUD. Though he said several times the church has not yet finalized its plans, he certainly gave the impression that reversion to the previous zoning districts was preferable to a Mixed Use PUD.

In response to the questions you raised in your e-mail, I believe the Mixed Use PUD remains the zoning district for that property. As you pointed out, section 12–10g of the zoning ordinance was amended after the approval of this project. That amendment added a provision that if an application for Final PUD site plan approval is not requested within two years of the Conceptual PUD site plan, the zoning automatically reverts back to the previous zoning. Because this amendment took place after the approval of the Deerfield project, I do not believe it applies to this project. Even if the amendment was deemed to apply, I am informed that phase 1, the residential portion of the project, did receive Final PUD site plan approval within the relevant time frame.

I also believe a church is a permitted use within the Mixed Use PUD. Churches are a permitted use in the business districts. It is a special use in the residential districts.

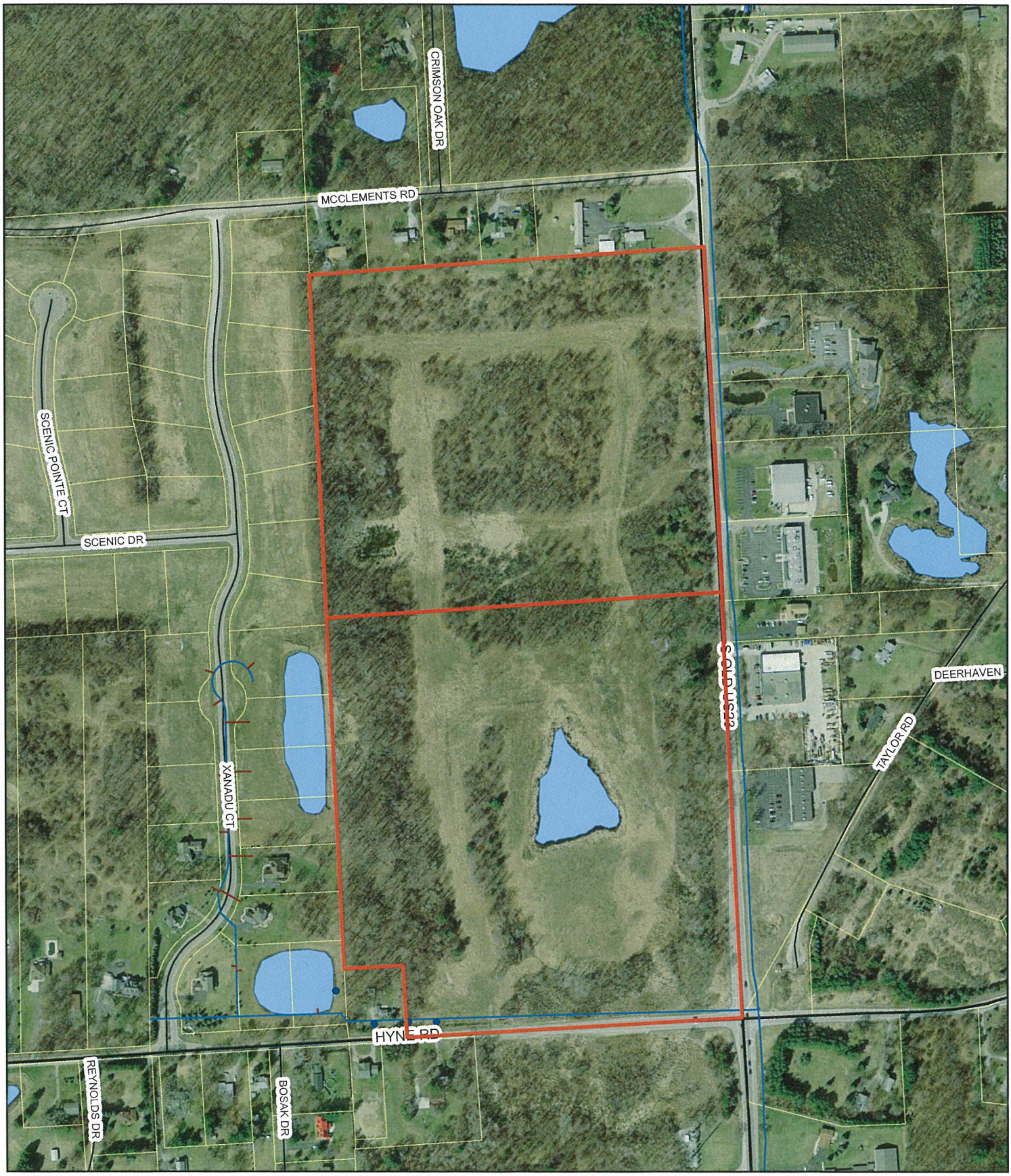
I will follow up my findings with a phone call to the church's attorney. I will let you know if he has any additional information than what he presented to you previously.

Let me now if you have any questions.

JOHN K. HARRIS, ESQ.
HARRIS & LITERSKI
123 Brighton Lake Road, Suite 205
Brighton, Michigan 48116
Telephone: 810-229-9340
Fax: 810-229-4764

This transmission and all attachments (if applicable) contains confidential information belonging to the sender and is legally privileged, confidential, and exempt from disclosure under law. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately at (810)229-9340, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank you.

Deerfield Preserve



N

0 130 260 520 780 1,040 Feet

Charter Township of Brighton

CHARTER TOWNSHIP OF BRIGHTON

RECEIVED
JUL 14 2015
BRIGHTON TOWNSHIP

4363 Buno Rd. • Brighton, Michigan 48114-9298. • Telephone: (810)229-0550 Fax: (810) 229-1778
www.brightontwp.com

PLANNING COMMISSION APPLICATION

1. **Date Filed** 7/13/15
3. **PC Number** 15/08
2. **Meeting Date** 8/10/15
4. **Fee Paid** $1,500.00

5. **Applicant Information**

Name: Wil-Pro Development Company, LLC
Address: 12985 Cove Ridge Drive
City/State/Zip: South Lyon, MI 48178
Phone: (248) 921-6011 Fax: (248) 486-9132
Interest in the Property (e.g. fee simple, land option, etc.)
☒ Property Owner ☐ Other (Specify) _____

6. **Current Property Owner Information**

Name: Same
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Length of Ownership: 10+ years

7. **Location of Property for which the Application is Requested**

Address: Old US23
Cross Streets: Northwest corner of Hyne Rd & Old US23
Tax I.D. #: 4712-08-200-003 & 4712-08-200-004

8. **Property Information**

Zoning District: PUD
Area (Acreage): 68.62 acres Width 2,427.88' Depth 1,252.45'
Current Use: Vacant Land.

9. Type and Description of Development

78 residential units & one commercial unit

PUD X Subdivision _____ Site Condo _____
New Site Plan _____ Revised Site Plan _____ Additional Phase _____

10. Site Plan Request

Describe your Request Renew previously approved site plan

I, David L. Willacker (applicant), do hereby swear that the above statements are true.

I, David L. Willacker (property owner), hereby give permission for the Charter Township of Brighton staff and consultants to go on the property for which the above referenced petition is proposed for purposes of verifying information provided on the submitted application.

Signature of Applicant _____ Date: 7/13/15

Signature of Property Owner _____ Date: 7/13/15

Brighton Township Planning Commission Action

Approved/Denied _____
Date _____
Conditions of Approval _____

Date: August 5, 2015

To: Charter Township of Brighton Planning Commission

From: Kelly Mathews

Subject: **Preliminary Site Plan for Wil-Pro Development Company, LLC**
Deerfield Preserve Preliminary Residential Plan Sheets dated 2/26/07 except for sheet 3 dated 8/16/06 and Conceptual Plan Sheets dated 12/6/05 for Deerfield Shoppes

Location: 68.62 total acres in the Mixed Use PUD designation on the west side of Old 23 north of Hyne

Requests: Preliminary Site Plan Review – Residential

Zoning: Mixed Use PUD

Tax ID#: 12-08-200-003 and 12-08-200-004

Applicant: Wil-Pro Development Company, LLC

This report is based on a review of the application materials, a site visit, and a comparison to applicable standards. In making a recommendation on this request, the Planning Commission and Township Board should apply appropriate standards in consideration of the review, additional comments from the applicant, and any new information raised at the meeting.

Deerfield Preserve and Shoppes is a Mixed Use (MX) Planned Unit Development (PUD). The rezoning to mixed use PUD and the conceptual site plan was approved by the Township Board on December 5, 2005. The developer intended on constructing the residential portion of the site as a first phase and the commercial portion as a second phase. Therefore, after the PUD rezoning, the developer proceeded forward with the preliminary site plan for the residential portion and received approval for that project. The preliminary site plan for the residential portion of this project was previously approved at the September 18, 2006 Township Board meeting and the development agreement at the July 2, 2007 Township Board meeting. The preliminary site plan has expired. The developer never received preliminary site plan approval for the commercial component but since it is a PUD and the two (2) components are linked together, it was determined that even though the commercial never received preliminary approval, that the Mixed Use PUD Zoning and PUD agreement remained.

Due to the economic times, the developer then requested an amendment to the development agreement separating the commercial and residential components of the project which was approved by the Township Board on December 5, 2011 so the developer could sell the commercial parcel. Finally, the developer had completely abandoned the project and was trying to sell the entire parcel so he requested to rescind the PUD agreement on September 16, 2013. None of the PUD documents, master deed, or bylaws were recorded. All of the old documents have been provided as background information. However, the developer would like to construct

the original PUD with residential as a first phase and commercial as a second phase and he would like to move forward with the original PUD agreement. Therefore, the Planning Commission and Township Board should review the original PUD agreement and make any modifications to it as necessary and it will be recorded.

The phasing plan for the residential and commercial components must be outlined in the PUD agreement. The cover sheet of the Deerfield Preserve plan set must be updated because the phasing plan for the residential and commercial have outdated dates. The developer plans on constructing the residential portion of the site at this time and has submitted the preliminary site plan for the residential which is the same as was previously approved. The developer will submit a detailed commercial site plan at a later date and will go through the process at that time. He has submitted the conceptual plan for the commercial as background information for the Planning Commission and Township Board, which is the same as was previously submitted. As before, the developer has depicted the maximum commercial strip center that he could build on the site for traffic purposes but when he submits a detailed commercial site plan it will most likely be smaller and a different lay-out. Since it has been ten (10) years since the traffic impact study (TIS) was done, the developer has been asked to provide an updated study which he has done. The Township Engineer will review and comment on the updated plan.

LOCATION AND DESCRIPTION

The subject site is located at the Northwest corner of Hyne and Old 23.

PROCESS

Planned unit developments (PUD's) are reviewed and approved in accordance with *Article 12*. The PUD allows both the Township and developer flexibility in zoning to allow for innovative design that would not be permitted under conventional zoning requirements. The applicant plans on developing seventy-eight (78) single family residential site condominiums and one commercial/office site for a total of seventy-nine (79) units so after the PUD rezoning, the applicant will follow the procedures for condominium developments in accordance with *Article 20*. The plan shall be reviewed as follows:

Step	Action	Approval
1. Planning Commission Public Hearing on PUD Rezoning & Conceptual Site Plan	Planning Commission public hearing & review	Recommendation to Township Board
2. County Review of PUD Rezoning	Livingston County Planning Commission review	Recommendation to Township Board
3. Township Board PUD Rezoning & Conceptual Site Plan Approval	Township Board review	Township Board
4. Planning Commission Preliminary Condominium & Non-Residential Site Plan & Final PUD Review	Planning Commission review	Recommendation to Township Board

5. Township Board Preliminary Condominium & Non-Residential Site Plan & Final PUD Review	Township Board review	Township Board
6. Construction Plan Review	Township staff and consultant review	Township Planner
7. Final Condominium Review	Township staff and consultant review	Township Planner

SITE PLAN DISCUSSION

In accordance with *Article 12*, which describes the information and standards for Mixed Use Open Space PUD's and PUD rezoning and conceptual plan submission requirements, the following comments are submitted for the residential portion of the site.

1. **Density and Dimensional Requirements**. The Mixed Use Open Space PUD allows for modifications to the dimensional standards contained in the underlying zoning district, R-2 (Single Family Residential), and B-1 (Local Business), provided natural features are preserved and additional amenities are provided in return. Modifications were approved by the Planning Commission and Township Board during conceptual review and are reflected in the PUD Development Agreement. The following table lists the Township's requirements for the R-2 and B-1 Zoning Districts and what has been approved.

	Required R-2	Required B-1	Approved
Individual Lot Sizes	40,000 sq. ft. (0.92 acres)	20,000 sq. ft.	Min.: 11,000 sq. ft. Max.: 16,216 sq. ft. Average: 12,084 sq. ft.
Lot Width	160 ft.	100 ft.	All are 100 ft.
Wetland Setback	25 ft.	25 ft.	Not depicted for resid. sites; depicted for commercial site
Front Yard Setback	35 ft.	25 ft.	35 ft.
Rear Yard Setback	35 ft.	20 ft.	25 ft.
Side Yard Setback	12 ft. each	10 ft.	12 ft. each

2. **Open Space**. A minimum of fifty (50%) percent of the site shall be dedicated as open space if considered a Residential PUD. A minimum twenty-five (25%) percent of the site shall be dedicated as open space if considered a Mixed Use PUD. The plan calls for 28.02 acres, or 40.8% of the site to be open space and 2.03 miles of hard surface walking trails and picnic areas (4 picnic areas). Other amenities such as a pavilion, benches, etc. could be considered along the walking trails. All general and limited common elements must be indicated on the plans.

3. **Vehicular and Pedestrian Circulation.**

a. The proposed access to the residential section is via one boulevard drive off of Old 23 and one drive off of Hyne. An updated traffic impact study has been provided and reviewed by the Township Engineer.

b. A ten (10) foot pathway is shown in the R.O.W. of Old 23 and Hyne except for the portion that crosses through the wetlands area along Hyne which is a six (6) ft. boardwalk. Details on the pathway and boardwalk are included on the plans.

c. Walkways are required on one side of each internal road which can also be provided through the open space area. The Planning Commission has to determine whether just a pathway through the open space is acceptable or if sidewalk should also be constructed on one side of each road as required per *Sec. 16-08.* In the previous submittal, it was accepted that pathways could go just through the open space areas as the developer depicted. A detail has been provided on the six (6) ft. asphalt trails proposed through the development.

4. **Signs.** Two (2) freestanding ground signs are planned along the entrances to the residential development off of Old 23 and Hyne. The locations are shown on the composite landscape plan. They are shown on the detailed landscape plan and must be located at least ten (10) ft. from the R.O.W. as required. There is a detail for the ground sign on the cover sheet of the site plan which states that the sign will conform to Brighton Township standards. A twenty (20) sq. ft. sign is proposed no higher than forty-two (42) inches which meets the Zoning Ordinance. The sign will include wooden posts and a wolmanized wood sign painted forest green with gold lettering.

5. **Landscaping.** A landscape plan has been submitted and has been reviewed in accordance with *Article 14, Section 14-02* as follows. Since this is a residential parcel and to the north and west are residential parcels, no buffers are required. However, as part of the PUD development agreement, all existing trees as depicted on the conceptual plan will remain. No new plantings are proposed for the perimeter of the site. Two (2) trees are required per unit as required in *Sec. 14-02(i)(2)* which is depicted on the site plan. Per *Sec. 12-08(d)(1)* both sides of all internal roads shall be landscaped with one canopy tree for every forty (40) ft. of road which is not depicted. The developer suggested spreading the one tree per forty (40) ft. road requirement around the site and the Planning Commission previously agreed with that recommendation. The suggestion is to include three (3) trees per unit and have the additional trees supplied throughout the site. The plans must reflect this. The Planning Commission also required additional landscaping to be placed along the bike path along Old 23 and Hyne which is not shown.

Per *Section 14-02(m)(2),* all existing trees six (6) inches and greater to be removed and remain should be depicted on the plan. A statement was made in the development agreement regarding *Sec. 12-08(d)(1).* If existing trees are planned to be utilized as part of the landscape requirements, a tree inventory must be conducted to ensure compliance with the ordinance.

	Required	Provided
Buffer along Northern Property Line	Required as part of the PUD agreement	Existing trees; larger trees are identified in survey dated 8/5/06 (87 trees identified)
Buffer along Southern Property Line (Commercial Site) – 20 ft. with 1 deciduous, 1 evergreen and 4 shrubs per each 30 ft. plus a berm or wall/fence (935 ft. = 31 deciduous, 31 evergreen and 125 shrubs)	The 20 ft. buffer area must be depicted on the site plan with 31 deciduous, 31 evergreen and 125 shrubs.	Not depicted on resid. plan; depicted on commercial plan
Buffer along Western Property Line	Required as part of the PUD agreement	Existing trees; larger trees are identified in survey dated 8/5/06 (334 trees identified)

Greenbelt (Front Yard) East – Old 23 30 ft. buffer with 1 deciduous canopy tree and 1 evergreen tree for each 30 ft. (1,825 ft. resid. = 61 canopy and 61 evergreen and 603 ft. comm. area = 20 canopy and 20 evergreen).	The 30 ft. buffer area must be shown on the plans and the sizes of the existing trees to be used must be depicted to ensure they meet the ordinance 81 total deciduous and 81 total evergreen required	284 existing trees were identified which were 6" DBH or larger and 10 ft. or taller evergreen*
Greenbelt (Front Yard) South – Hyne 30 ft. buffer with 1 deciduous canopy tree and 1 evergreen tree for each 30 ft. (795 ft. resid. = 27 canopy and 27 evergreen and 275 ft. comm. = 9 canopy and 9 evergreen). *As a note much of the frontage along Hyne is wetland.	The 30 ft. buffer area must be shown on the plans and the sizes of the existing trees to be used must be depicted to ensure they meet the ordinance 36 deciduous and 36 evergreen required	5 existing trees were identified which were 6" DBH or larger and 10 ft. or taller evergreen*
Detention/Retention Ponds – 1 tree and 10 shrubs per 50 linear ft. of pond perimeter. Basin 1 – 1,365 lf Basin 2 – 708 lf Designed to not require fencing and use a gradual slope not to exceed 5:1.	28 trees; 273 shrubs 15 trees; 141 shrubs	28 trees; 280 shrubs 15 trees; 150 shrubs

*Some of the trees identified in the tree survey are listed as not desirable in the Zoning Ordinance but can be allowed to remain in their natural state per *Sec. 14-02(d)(4)*.

As a note, trees and shrubs must be setback ten (10) ft. from the edge of a road and five (5) ft. from sidewalks. Additionally, the method of irrigation must be specified on the site plan which it is; no irrigation is planned.

6. **Lighting.** None proposed.

7. **Utilities.** The applicant intends on connecting to the Township's sewer system and utilizing individual wells.

8. **Condominium Documents.** A master deed, bylaws, and a planned development agreement were submitted to the Township and reviewed and approved by the Township Attorney as part of the previous PUD process. The Township Attorney has re-reviewed the documents.

9. **Agency Approvals.** Copies of all applicable County, State and Agency approvals need to be submitted to the Township prior to preliminary condominium approval, including but not limited to:

    a. Livingston County Drain Commissioner
    b. Michigan Department of Environmental Quality
    c. Township Engineer
    d. Livingston County Road Commission
    e. Livingston County Public Health Department
    f. Brighton Area Fire Department

RECOMMENDATION

It is recommended that the Planning Commission recommend approval of the preliminary site plan for the residential portion of the Mixed Use PUD to the Township Board contingent upon the items in this letter and any other issues being resolved administratively.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

August 20, 2015

CHARTER TOWNSHIP OF BRIGHTON
4363 Buno Road
Brighton, MI 48114

Attention: Kelly Mathews, Township Planner

Regarding: Deerfield Preserve
Site Plan Review #1
OHM Job Number: 0024-15-1071

Dear Ms. Mathews:

We have reviewed the material, received by this office on July 20, 2015, for the above-referenced project based on the Township's Engineering Standards. Plans were prepared by Advantage Civil Engineering and have a latest revision date of February 26, 2007. A general summary of the site, followed by our review comments and recommendations, are noted below.

GENERAL

The existing site is located in the northeast quarter of Section 8, T.2N, R.6E, west of Old US-23 and North of Hyne Road. The existing site is vacant land. The applicant is proposing 78 lots of condominiums along new private roads, as well as a 64,000 square feet of commercial shopping area, Deerfield Shoppes, at the southeast corner of the proposed development. This site was previously proposed by the applicant in 2005, with approval for final site plan and was in the construction plan phase when the applicant halted the project.

A topographic survey and existing conditions sheet shall be included with the plans, and soil borings for the site shall be supplied as a supplementary document to the plans. There appears to be a significant area of wetlands in the area of the proposed development, which may have changed in size from the previously submitted plans. The existing wetlands shall be surveyed and the updated delineation shall be shown on the plans.

UTILITIES

The site is proposed to have one private well for each lot to provide clean water. Approval from the Livingston County Health Department is required for the wells on each lot.

Public sanitary sewer will service each lot, and will transport sewage by gravity pipe. Sanitary sewers shall be located within a minimum twenty (20) foot easement to be dedicated to Brighton Township. A sewer pump station is proposed at the northwest corner of Hyne Road and Old US-23, and two force main lines will be jack and bored under the road to connect to the existing six (6) inch force main running along Old US-23. A study was previously completed in February 2006 titled "Sanitary Sewer Analysis Along Old US-23". An analysis of the current system conditions and reassessment of the proposed pump station design will be necessary. We note that this pump station is currently proposed in a location within the MDOT line of sight easement at Hyne Road and Old US-23 and will require MDOT review and approval.

The existing site currently has no REU assigned to the property. Based on the 78 residential units (1 REU per residential unit) proposed for the development and the 64,000 sft of commercial space (0.25 REU per 1,000 sft = 16 REU) an REU assessment of 94 REU would need to be assigned to the property. We understand that a Planned Unit Development Agreement is being drafted and may include other REU assessments for future uses. A sanitary sewer basis of design shall be provided with the plans.

PAVING/ACCESS/TRAFFIC

Access to the site is proposed along Old US-23 by way of Havendale Drive, and along Hyne Road by way of Timberleaf Drive. Two internal roads, Dovetail Drive and Candelight Court further service the site, along with a shared access drive at the west end of Havendale Drive. Comments on site access, circulation, and maneuverability for emergency vehicles will be deferred to the Brighton Area Fire Authority.

A traffic study performed in 2005 by Traffic Engineering Consultants, Inc. (TEC) has been received, along with a letter from TEC, dated August 7, 2015, that provides some additional 2013 LCRC traffic data to supplement the 2005 traffic study. We take no exception to the provided traffic study. Approval from the Livingston County Road Commission will be required for the roads and traffic impact of the proposed development.

DRAINAGE

The site's stormwater is managed by a combination of sheet flow across yards into proposed detention basins and through storm sewer conveyance into the proposed detention basins. Drainage is then conveyed south from the detention basins into an existing wetland area, and then is conveyed off-site by Brighton County Drain No. 4. We understand that there is some concern regarding the condition and capacity in Drain No. 4 that will need to be analyzed with the Drain commission. The storm sewer on-site is proposed to be private storm sewer maintained by the condominium association. Drainage easements shall be provided in yards where stormwater will sheet flow from one lot through another.

It appears the existing drainage within the site is collected into two detention basins. The proposed basins outlet into a large wetland area at the south end of the site, which then outlets to Brighton No. 4 County Drain. It appears that some wetland areas will drain into these detention basins. The applicant shall note that drainage from wetland areas shall not dewater the wetlands. A boardwalk is proposed through a wetland in the open space area of the development. A permit from the Michigan Department of Environmental Quality will be required for stormwater discharge into a wetland area.

Detention Basin #1 appears to be a wet basin with a permanent pool depth of twelve (12) feet. The applicant shall note that in general, depths of the permanent pool should be varied and average between three and six feet. Preliminary infiltration tests may be required to be performed in the area of the proposed detention basins and included in the detention volume calculations. Groundwater levels shall be determined and shown on the plans.

We note that all storm sewer system improvements shall be in conformance with the Rules of the Livingston County Drain Commissioner Procedures and Design Criteria for Storm Water Management Systems. We also note that stormwater discharge and construction through wetlands requires approval from Brighton Township.

GRADING

Existing grades shall be shown via contours for the development area and offsite area in proximity to the property in two (2) foot increments on the topographical survey and existing conditions plan.

PERMITS AND OTHER AGENCY APPROVALS

Copies of all permits and/or letters of waiver, obtained to date, shall be forwarded to this office. At a minimum the following permits will be required for this project:

- Livingston County Drain Commission S.E.S.C. Permit
- Livingston County Road Commission for work within existing public road right-of-way.
- Livingston County Drain Commission for stormwater outlet to a County Drain
- Livingston County Building Department
- Livingston County Department of Public Health for water wells
- Michigan Department of Environmental Quality Part 41 permit for sanitary sewer
- Brighton Area Fire Authority

The current status of all necessary permits should be included on the cover sheet.

RECOMMENDATIONS

As submitted, the site plan appears to be in substantial compliance with The Charter Township of Brighton requirements. We take no exception to the proposed site plan and recommend the Planning Commission consider approval of the site plan conditional upon the following comments being addressed administratively:

GENERAL

1. A current topographical survey and existing conditions sheet shall be included with the plans, including contours and all relevant existing features of the proposed development and nearby properties.
2. The existing wetlands shall be delineated by a professional engineer or surveyor licensed in the state of Michigan and the updated wetland delineation shall be shown on the plans.
3. The Detention #1 label on Sheet 18 shall be adjusted for clarity.

PAVING/ACCESS/TRAFFIC

4. The proposed pump station appears to be within the MDOT Line of Sight Easement at the intersection of Hyne Road and Old US-23 and will require MDOT review and approval.

DRAINAGE

5. It appears the drainage areas shown on Sheet 19 are not consistent with the areas used in the detention basin calculations on Sheet 20, and both shall be verified for accuracy. It appears that a significant area around Detention Basin #1 on Sheet 19 is not included in the drainage map. Drainage areas in this location shall be adjusted for accuracy. The drainage area including Detention Basin #2 shall be labeled with the area and runoff coefficient. The drainage areas for Unit 79 shall be shown on Sheet 19.
6. The calculated quantity "forebay volume required" in the Detention Basin #1 calculations uses a 100-year storm event volume inconsistent with the shown 100-year storm event volume, and shall be verified for accuracy.
7. Groundwater levels shall be determined and shown on the plans.

GRADING

8. Proposed grading shall be shown for Detention Basin #2 on Sheet 9.

If you have any questions regarding this review or any of the comments presented, feel free to contact us at (734) 522-6711 or jacob.rushlow@ohm-advisors.com.

Sincerely,
OHM ADVISORS

Jacob Rushlow, P.E.
Client Representative

Rhett Gronevelt, P.E.
Client Principal

cc: Brian Vick, Township Manager (via e-mail)
Michael Evans, Deputy Fire Chief, Brighton Area Fire Department (via email)
Ken Recker, PE, Chief Deputy Drain Commissioner, Livingston County (via e-mail)
Michelle LaRose, PE, Environmental Projects Manager, Livingston County (via e-mail)
Kim Hiller, PE, Livingston County Road Commission (via e-mail)
Jim Rowell, Building Official, Livingston County (via e-mail)
David Willacker, Wil-Pro Development Company, 12985 Cove Ridge Drive, South Lyon, MI 48178
File

P:\0000_0100\SITE_BrightonTwp\2015\0024151070_Deerfield_Preserve_MUNI\1071-SP\Deerfield_Preserve_SP1.docx

BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

July ~~June~~ 27, 2015

Kelly Mathews, Planner
Charter Township of Brighton
Building and Planning
4363 Buno Road
Brighton, MI 48114

RE: Deerfield Preserve Condominiums
Units 1-78
NW Corner of Old US-23 & Hyne Rd.
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on July 17, 2015 and the drawings are dated December 6, 2005 with most recent revisions dated February 26, 2007. The project is for a planned 78-Unit site condominium development. The plan was previously approved and then abandoned in 2011. The plan review is based on the requirements of the International Fire Code (IFC) 2015 edition.

1. Future project submittals shall include the address and street name of the project in the title block.

   IFC 105.4.2

2. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.

   IFC 505.1

3. The two-way roads appear to be provided at 31'in width. At 31', parking will be allowed on one side of the road, and the other shall be provided with approved fire lane signage or markings. If the road widths are increased to 32', there will be no requirement for fire lane signage and markings. Parking will allowed on both sides of the street. The entrance and exits to both boulevards into the site shall be increased to a minimum of 26' wide. With a width of 26' wide, one side of the street shall be marked as a fire lane. Include the location of the proposed fire lane signage and include a detail of the fire lane sign in the submittal. Access roads to site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds. Additional fire lane signage will be required in front of Sit 1 and north of Site 55; and also at 50' intervals the entire circumference of the cul-de-sac.

   IFC D 103.6
   IFC D 103.1
   IFC D 102.1
   IFC D 103.3

4. Access roads shall provide emergency vehicles with a turning radius of 30' inside and up to 50' foot outside. This applies to all intersections and entrances. A minimum vertical clearance of 13½ feet shall be maintained throughout the development.

5. Havendale shared driveway turnaround must be designed and installed to meet one of the design requirements and dimensions for emergency vehicle turn-around. Either a hammerhead-type or alternative hammerhead-type.

   IFC D 103.4

6. If access is gated, a knox key switch shall be provided at the entrance. The location of a key switch (Knox Box) shall be indicated on future submittals and approved by the fire authority. The gate must a means of manual override in the event of power or mechanical failure.

   IFC 506.1

7. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Respectfully yours,

Capt. Rick Boisvert
Fire Inspector

cc: Jacob Rushlow - OHM Advisors

BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

July 27, 2015

Kelly Mathews, Planner
Charter Township of Brighton
Building and Planning
4363 Buno Road
Brighton, MI 48114

RE: Deerfield Shoppes
Unit 79 of the Deerfield Preserve P.U.D.
Old 23 & Hyne Rd.
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on July 17, 2015 and the drawings are dated May 3, 2005 with latest revisions dated December 6, 2005. The project is for development of a multi-tenant commercial development of 64,000 square feet. The plan review is based on the requirements of the International Fire Code (IFC) 2015 edition.

1. At this time it is not clear what the intended occupancy use group is planned for use on the site is. It is unclear whether or not the building will require an automatic sprinkler system. If the structure is intended to be provided with an automatic sprinkler system; it must be installed in accordance with NFPA 13, *Standard for the Installation of Automatic Sprinkler Systems;* and the following criteria.

   A. Revise the PUD agreement to include that the building will be provided with an approved automatic sprinkler system in accordance with NFPA 13 *Standard for the Installation of Automatic Sprinkler Systems.*

   B. The FDC shall be located on the front of the building (Old US-23).

   C. The location, main size, gate valve, and connection of the fire protection lead shall be indicated on the utility site plan.

   D. If an alternative means of water supply is proposed, it must be approved by the fire authority.

2. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. A water supply shall consist or reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing required fire flow. Fire flow requirements shall be determined by an approved method.

   IFC 507.1
   IFC 507.2
   IFC 507.3

3. Future project submittals shall include the address and street name of the project in the title block.

IFC 105.4.2

4. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.

IFC 505.1

5. The access roads into the site shall be a minimum of 26' wide and provided with a minimum inside turning radius of 30' and outside of 50'. The lanes located immediately surrounding the building and the drive running along the southern towards the northeastern portion of the parking lot shall be a minimum of 26' wide. Access roads to site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

IFC D 103.1
IFC D 102.1
IFC D 103.3

6. In addition to the planned fire lane markings; where curbing and/or building are parallel along the drives, both sides shall be marked as a fire lane. Include the location of the additional proposed fire lane signage and include a detail of the fire lane sign in the submittal. Spacing shall be no greater than 50' between signs. Double-sided signage may be required.

IFC D103.6

7. Parking area running alongside Old US-23 extends beyond 150' and is a dead end. The dead-end must be provided with an approved means of emergency vehicle turnaround.

IFC 503.2.5
IFC D 103.4

8. A minimum vertical clearance of 13½ feet shall be maintained at all times throughout the site.

9. The location of a key box (Knox Box) shall be indicated on future submittals. Knox boxes will be required for each tenant space and will be located adjacent to the front door of the structure or each space.

IFC 506.1

10. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Respectfully yours,

Capt. Rick Boisvert
Fire Inspector

cc:Jacob Rushlow-OHM Advisors

Planner

From: John Harris <john.harris@harrisandliterski.com>
Sent: Thursday, August 27, 2015 3:58 PM
To: Planner
Subject: RE: Revised Deerfield Preserve Master Deed and Condominium Bylaws

Thanks.

JOHN K. HARRIS, ESQ.
HARRIS & LITERSKI

Pinehollow Place
123 Brighton Lake Rd., Ste. 205
Brighton, Michigan 48116
(810) 229-9340
(810) 229-4764 Fax
www.harrisandliterski.com

This transmission and all attachments (if applicable) contains confidential information belonging to the sender and is legally privileged, confidential, and exempt from disclosure under law. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately at (810)229-9340, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank you.

From: Planner [mailto:planner@brightontwp.com]
Sent: Thursday, August 27, 2015 2:23 PM
To: john
Subject: RE: Revised Deerfield Preserve Master Deed and Condominium Bylaws

The trash hauler requirement is on page 7, Sec. 4.3 (b) under "Association Responsibility for Units"

From: john [mailto:john.harris@harrisandliterski.com]
Sent: Thursday, August 27, 2015 1:41 PM
To: Planner <planner@brightontwp.com>
Subject: Revised Deerfield Preserve Master Deed and Condominium Bylaws

Kelly –

I have reviewed the revised Master Deed and Condominium Bylaws for Deerfield Preserve.

Bylaws

There are no changes to the Bylaws and I have no additional comments. It is acceptable as presented.

Master Deed

The revisions address my comments to you in my email dated August 10, 2015. I again ask if there are any Livingston County Health Department restrictions imposed on this development. If there are, they need to be included in the Master Deed.

In an earlier telephone conversation, you indicated the developer was considering a single trash hauler for the property. It is not included in either the Master Deed or the Bylaws. I don't believe this is a requirement of Township for this development.

I have no other comments. If you have any questions, please let me know.

John K. Harris
Law Offices of Harris & Literski
123 Brighton Lake Road, Suite 205
Brighton, MI 48116
810-229-9340
John.harris@harrisandliterski.com

Planner

From: John Harris <john.harris@harrisandliterski.com>
Sent: Monday, August 10, 2015 8:25 AM
To: Planner
Subject: Deerfield Preserve
Attachments: Planned Dev Agreement 08-10-15(2).docx

Kelly:

I have reviewed the Deerfield Preserve submittal and have the following comments:

Master Deed

* The copy I reviewed was not signed and was undated, though the proposed year is set forth as 2006. I am not sure if the original Master Deed was ever signed and recorded. If not signed and recorded, they need to update the document with the dates for 2015 and incorporate my suggestions set forth below. If already signed and recorded, I am suggesting an amendment to the Master Deed to incorporate those same suggestions.

* It is my understanding there is Open Space set forth on the site plan. If so, I suggest a definition for the Open Space be put in section 4.1 under General Common Elements. That definition can be as follows: "Open Spaces. The open space areas shown on the Condominium Subdivision Plan, including landscaped open space, parks, natural features and/or buffer and wetland areas."

* If the Livingston County Health Department has restrictions imposed on this development those should be included within the Master Deed.

* It is becoming more common for there to be one trash hauler for a development. If the developer is considering that, it should be placed within the Master Deed.

* I suggest the following language be included within the Master Deed, as it relates to conflicts between the terms of the Master Deed text and/or Bylaws and ordinances of Brighton Township.

"In the event of any conflict between any provision of this Master Deed text and/or Bylaws and any provision of Michigan Law or Brighton Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed text and/or Bylaws by Brighton Township nor anything contained within this Master Deed text and/or Bylaws shall be interpreted or construed in any way as constituting a variance from or approval by Brighton Township of any violation of any provision of Michigan law or Brighton Township ordinance. Any amendment of this Master Deed text and/or Bylaws relating to any matter which is subject to the provisions of any Brighton Township ordinance shall require the approval of Brighton Township. In the event there is any modification of the size or location of any Unit or any limited common element or any other modification of the Project or any portion of it which is not strictly in accordance with the Subdivision Plan approved by Brighton Township, the same shall require review and approval of an amended Subdivision Plan pursuant to the applicable provisions of Brighton Township's zoning, or other, ordinances in effect at that time."

I have no other suggested modifications to the Master Deed.

Bylaws:

I have no suggested modifications to this document.

Planned Development Agreement ("PDA")

I have revised the PDA and have attached that document for your review and comment. The PDA is to be recorded with the Register of Deeds when executed and the project approved.

I understand there may be more changes to the Master Deed since your submittal to me of the original documents. When the developer has completed those changes, please feel free to pass those along to me for any further comments.

If you have any questions about my submittal please let me know.

JOHN K. HARRIS, ESQ.
HARRIS & LITERSKI

Pinehollow Place
123 Brighton Lake Rd., Ste. 205
Brighton, Michigan 48116
(810) 229-9340
(810) 229-4764 Fax
www.harrisandliterski.com

This transmission and all attachments (if applicable) contains confidential information belonging to the sender and is legally privileged, confidential, and exempt from disclosure under law. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately at (810)229-9340, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank you.

MASTER DEED

DEERFIELD PRESERVE SITE CONDOMINIUM

RECEIVED
AUG 2 6 2015
BRIGHTON TOWNSHIP

MASTER DEED

DEERFIELD PRESERVE SITE CONDOMINIUM

TABLE OF CONTENTS

ARTICLE I 1

TITLE AND NATURE 1

ARTICLE II 2

LEGAL DESCRIPTION 2

ARTICLE III 2

DEFINITIONS 2

Section 3.1 Act 2
Section 3.2 Association 2
Section 3.3 Bylaws 3
Section 3.4 Common Elements 3
Section 3.5 Condominium Documents 3
Section 3.6 Condominium Premises 3
Section 3.7 Condominium Project, Condominium or Project 3
Section 3.8 Condominium Subdivision Plan 3
Section 3.9 Consolidating Master Deed 3
Section 3.10 Construction and Sales Period 3
Section 3.11 Co-Owner 4
Section 3.12 Developer 4
Section 3.13 First Annual Meeting 4
Section 3.14 Storm Water Drainage Facilities 4
Section 3.15 Transitional Control Date 4
Section 3.16 Unit or Condominium Unit 4

ARTICLE IV 5

COMMON ELEMENTS 5

Section 4.1 General Common Elements 5
Section 4.2 Limited Common Elements 6
Section 4.3 Responsibilities 6
Section 4.4 Use of Units and Common Elements 8

ARTICLE V 9

UNIT DESCRIPTION AND PERCENTAGE OF VALUE 9

Section 5.1 *Description of Units* 9
Section 5.2 *Percentage of Value* 9

ARTICLE VI 10

EASEMENTS 10

Section 6.1 *Easement For Utilities and Maintenance of Encroachments* 10
Section 6.2 *Easements Retained by Developer* 10
Section 6.3 *Grant of Easements by Association* 11
Section 6.4 *Easements for Maintenance, Repair, Restoration, Renovation and Replacement* 11
Section 6.5 *Telecommunications Agreements* 12
Section 6.6 *Easement for Access to Open Space* 12
Section 6.7 *Easement for Timberleaf Drive* 12
Section 6.8 *Emergency Vehicle Access Easement* 12
Section 6.9 *Association Assumption of Obligations* 13
Section 6.10 *Termination of Easements* 13

ARTICLE VII 13

AMENDMENT 13

Section 7.1 *Co-Owner Consent* 13
Section 7.2 *By Developer* 13
Section 7.3 *Change in Value of Vote, Maintenance Fee and Percentages of Value* 14
Section 7.4 *Mortgagee Approval* 14
Section 7.5 *Termination, Vacation, Revocation or Abandonment* 14
Section 7.6 *Developer Approval* 14

ARTICLE VIII 14

DEVELOPER'S RIGHT TO USE FACILITIES 14

ARTICLE IX 14

ASSIGNMENT 14

ARTICLE X 15

MODIFICATION OF UNITS AND COMMON ELEMENTS 15

Section 10.1 *Modification of Units and Common Elements* 15
Section 10.2 *Relocation of Boundaries of Units and Common Elements* 15
Section 10.3 *Limited Common Elements* 16
Section 10.4 *Additional Landscaping* 16

ARTICLE XI 16

RESTRICTIONS 16

Section 11.1 *Use* 16
Section 11.2 *Leasing and Rental* 17
Section 11.3 *Alterations and Modifications* 18
Section 11.4 *Activities* 18
Section 11.5 *Pets* 19
Section 11.6 *Aesthetics* 19
Section 11.7 *Vehicles* 20
Section 11.8 *Advertising* 20
Section 11.9 *Rules and Regulations* 20
Section 11.10 *Right of Access of Association* 20
Section 11.11 *Landscaping* 21
Section 11.12 *Setbacks* 21
Section 11.13 *Common Element Maintenance* 21
Section 11.14 *Co-Owner Maintenance* 21
Section 11.15 *Building Restrictions* 22
Section 11.16 *Reserved Rights of Developer* 23

ARTICLE XII 24

AGENCY CONFLICTS 24

MASTER DEED

DEERFIELD PRESERVE SITE CONDOMINIUM

This Master Deed is made and executed on this _____ day of _____, 2015, by Wil-Pro Development Company, LLC, a Michigan limited liability company, (hereinafter referred to as the "Developer"), whose office address is 12985 Cove Ridge Drive, South Lyon, Michigan 48178 pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed (text), together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan dated _____ , prepared by Advantage Civil Engineering, attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Site Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Deerfield Preserve Site Condominium (sometimes herein referred to as "Deerfield Preserve") as a Condominium Project under the Act and declares that Deerfield Preserve Site Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Deerfield Preserve Site Condominium, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a private road or a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to the Unit owned by said Co-Owner and

shall have an undivided and inseparable right to share with other Co-Owners the General Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium Project established by this Master Deed is located in Brighton Township, Livingston County, Michigan and is described as follows:

> A parcel of land located in the N.E. ¼ of Section 8, Town 2 North, Range 6 East, Brighton Township, Livingston County, Michigan. Said parcel more particularly described as follows: Commencing at the East ¼ Corner of Said Section 8; thence North 88°51'06" West, 795.11 feet on the centerline of "Hyne Road" to the Point of Beginning; thence continuing on said centerline North 88°51'06" West, 274.52 feet; thence North 01°49'32" East, 238.05 feet; thence North 88°51'06" West, 183.01 feet; thence North 01°49'32" East, 2177.84 feet; thence South 89°22'23" East, 1252.45 feet to the Centerline of "Old U.S. 23"; thence South 01°49'00" West, 1824.70 feet on said Centerline; thence North 88°11'00" West, 410.00 feet; thence South 44°36'46" West, 584.62 feet; thence South 10°09'42" East, 50.99 feet; thence South 01°08'54" West, 133.00 feet to the centerline of "Hyne Road" and the Point of Beginning; Said parcel contains 59.36 acres, being subject the rights of the public within the public right-of-way of "Old U.S. 23" and "Hyne Road" and to easements and restrictions of record, if any.

Together with and subject to easements, restrictions and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for Old U.S. 23 and Hyne Road. The obligations of the Developer under the foregoing instruments are or shall be assigned to and thereafter performed by the Association on behalf of the Co-Owners. Also subject to the easements established and reserved in Article VI below.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Deerfield Preserve Site Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Deerfield Preserve. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 3.2 "Association" means the Deerfield Preserve Site Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members, and which shall administer, operate, manage and

maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.3 ***"Bylaws"*** means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act.

Section 3.4 ***"Common Elements"*** where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 ***"Condominium Documents"*** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation of the Association, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.6 ***"Condominium Premises"*** means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Deerfield Preserve Site Condominium.

Section 3.7 ***"Condominium Project, Condominium or Project"*** are used synonymously to refer to Deerfield Preserve Site Condominium.

Section 3.8 ***"Condominium Subdivision Plan"*** means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

Section 3.9 ***"Consolidating Master Deed"*** means the final amended Master Deed, which shall describe Deerfield Preserve as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.10 ***"Construction and Sales Period"*** means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 ***"Co-Owner"*** means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-Owner."

Section 3.12 ***"Developer"*** means Wil-Pro Development Company, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 ***"First Annual Meeting"*** means the initial meeting at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters, which properly may be brought before the meeting. Such meeting is to be held (a) when twenty-five (25%) percent of the Units are sold, or (b) mandatorily after the first to occur of (i) the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (ii) not later than one hundred twenty (120) days after seventy-five (75%) percent of all Units are sold but before ninety (90%) percent of all Units which may be created are sold.

Section 3.14 ***"Storm Water Drainage Facilities"*** means (i) the storm water drainage system and retention/detention/sedimentation basin located within the Project, including the drainage easements within Unit boundaries, which are identified on Exhibit B to this Master Deed.

Section 3.15 ***"Transitional Control Date"*** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes, which may be cast by eligible Co-Owners unaffiliated with the Developer, exceed the votes, which may be cast by the Developer.

Section 3.16 ***"Unit or Condominium Unit"*** each mean a single condominium Unit in Deerfield Preserve, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same definition as the term "Condominium Unit" has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling, water well and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof, are as follows:

Section 4.1 ***General Common Elements.*** The General Common Elements are as follows:

(a) ***Land.*** The land designated in Exhibit B as General Common Elements.

(b) ***Electrical.*** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service located within or at the boundary of each Unit, together with common lighting for the Project, if any is installed by the Developer or Association in its/their sole discretion.

(c) ***Telephone.*** The telephone system throughout the Project up to the ancillary connection for Unit service located within or at the boundary of each Unit.

(d) ***Gas.*** The gas distribution system throughout the Project up to the point of lateral connection for Unit service located within or at the boundary of each Unit and excluding the gas meter for each Unit.

(e) ***Cable TV and Other Telecommunications.*** The cable television and other telecommunications system throughout the Project, if and when it may be installed, up to the point of the ancillary connection for Unit service located within or at the boundary of each Unit.

(f) ***Paths.*** The sidewalks, bike paths, boardwalks, and walking trails (collectively, "pathways"), if any, installed by the Developer or the Association within the land designated in Exhibit B as General Common Elements.

(g) ***Landscaping and Other Improvements.*** All landscaping, berms, trees, plantings and signage for the Project, pathways, and other structures and improvements, if any, located within the land designated in Exhibit B as General Common Elements.

(h) ***Drainage Facilities.*** The portion of the Storm Water Drainage Facilities located within the Project plus all open-ditch drainage and below-ground and above-ground drainage systems, if any, up to the point of Unit service located at the boundary of each Unit but excluding such portions thereof as are located within any Unit (collectively, the "Drainage Facilities").

(i) ***Easements.*** All easements (if any) that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements.

(j) ***Roads.*** Havendale Drive, Candlelight Court, Dovetail Drive and Timberleaf Drive are private roads identified on Exhibit B to this Master Deed as General Common Elements and are hereby subject to an easement ("the Roadway Easement") for ingress, egress and other normal roadway use by the Co-Owners of all Units, plus their families, guests, invitees, tradesmen and other bound to or returning from any Unit. No Co-Owner shall prohibit, restrict, limit or in any manner interfere with the Roadway Easement. Timberleaf Drive may also be used for ingress and egress, to the adjacent parcel at the northwest corner of Old U.S. 23 and Hyne Road.

(k) ***Sewer.*** The sanitary sewer mains, leads, manholes and other facilities throughout the Project up to the point of Unit service located within or at the boundary of each Unit.

(l) ***Open Spaces.*** The open space areas shown on the Condominium Subdivision Plan, including landscaped open space, parks, natural features and/or buffer and wetland areas.

(m) ***Other.*** Such other elements of the Project not designated in this Section 4.1 as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep or safety of the Project.

Some or all of the Drainage Facilities, utility lines, systems (including mains and service leads) and equipment and/or the cable television and/or other telecommunications system described above may be owned by, or dedicated by the Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such portion of the Drainage Facilities, other utility lines, systems and equipment, and the cable television and/or other telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The provisions of this paragraph also apply to actions taken pursuant to Article VI below.

Section 4.2 ***Limited Common Elements.*** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Master Deed or identified in any other instrument of record affecting such Limited Common Element.

Section 4.3 ***Responsibilities.*** The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation and restoration of the Units and Common Elements are as follows:

(a) ***Co-Owner Responsibility for Units.*** It is anticipated that a separate residential dwelling (including attached garage and, perhaps, porches and decks) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit, which improvements and structures (collectively, "appurtenances") may include, but are not limited to, a driveway, well, mailbox, deck, balcony, patio, atrium, courtyard, hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration and replacement of any dwelling and of any appurtenances within a Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the location and exterior appearance of the dwelling and the appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject at all times to the prior approval of the Developer or the Association, pursuant to Article XI hereof. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities as are located at the boundary of such Co-Owner's Unit to the dwelling or other structures located within the Unit. Except as elsewhere provided in this Master Deed (i) all costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunication systems and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished and (ii) all utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement.

(b) ***Association Responsibility for Units.*** The Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration and replacement functions with respect to Units, dwellings and appurtenances, as it may deem appropriate (including, without limitation, snow removal from driveways). The Association shall select a single trash removal contractor to serve all the residential units of the Condominium. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration or replacement obligation of the Co-Owner of a Unit with respect to said Unit, the dwelling and appurtenances associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising

as a result of the Association performing said Co-Owner's unperformed obligations.

(c) ***Limited Common Elements.*** Unless otherwise expressly provided in the Condominium Documents, the responsibility for and the cost of maintaining, repairing and replacing all Limited Common Elements shall be borne by the Co-Owner of the Unit(s) to which the Limited Common Elements are appurtenant.

(d) ***Roads.*** Havendale Drive, Candlelight Court, Dovetail Drive and Timberleaf Drive are private roads, which are not required to be maintained by Brighton Township or the Livingston County Road Commission. The Association is responsible for maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the private roads. It is the Association's responsibility to inspect and to perform preventative maintenance of said private roads on a regular basis in order to minimize the repair and replacement costs. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally among the Co-Owners of all Units and the Association shall assess such Co-Owners as frequently as need be and in the manner established by the Association's Board of Directors, or as part of the annual assessments described in the Bylaws attached hereto as Exhibit A. If the Township of Brighton finds it necessary to maintain said roads, any costs expended by the Township for maintenance shall be prorated equally among the Co-Owners in Deerfield Preserve Site Condominium, and billed by the Township to the persons showing upon the last tax records to be the owners of said Units. The Township may add to the cost of maintenance a sum not to exceed twenty-five (25%) percent thereof, to cover the Township's overhead and administrative costs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made.

(e) ***General Common Elements.*** The costs of making installations in the General Common Elements (excluding those made by the Developer) and of decorating, maintaining, repairing, renovating, restoring and replacing all General Common Elements and improvements and structures therein shall be borne by the Association, subject to any provision in the Condominium Documents which expressly provides to the contrary.

(f) ***Common Lighting.*** The Developer and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set

by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(g) ***Storm Water Drainage Facilities.*** Except as otherwise expressly provided in this Master Deed, the Association shall be responsible for maintaining, repairing, and/or replacing, as necessary, the Storm Water Drainage Facilities, including facilities which accept storm drainage from Old U.S. 23 and Hyne Road. The sedimentation basins shall be cleaned out when they become one third (⅓) full. The Livingston County Road Commission shall be considered a third-party beneficiary for purposes of enforcement of this provision.

(h) ***Lawn and Landscaping Maintenance within Units.*** Except as otherwise expressly provided in this Master Deed, the cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-Owner of the Unit. In addition, a Co-Owner shall also be responsible for maintaining the lawn and the landscaping contained within a Limited Common Element, which is appurtenant to such Co-Owner's Unit. However, a Co-Owner shall not be responsible for replacing any trees, which are planted in a Limited Common Element by the Developer or the Association.

(i) ***Residual Damage.*** Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling and appurtenances associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 ***Use of Units and Common Elements.*** No Co-Owner shall use his Unit or the Common Elements in any manner, which is inconsistent with the purposes of the Project, or in any manner, which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit, the Common Elements, or the Easements. In addition, no Co-Owner shall be entitled to construct or install any appurtenances on or within any General Common Element or the Easements established pursuant to the Master Deed, without the prior written approval of the Developer or the Association.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 ***Description of Units.*** Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all appurtenances located within such Unit boundaries.

Section 5.2 ***Percentage of Value.*** The percentage of value for Units 1-78 shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall

be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is one hundred (100%) percent.

ARTICLE VI

EASEMENTS

In addition to such other easements as are granted or reserved in this Master Deed, the following easements are established:

Section 6.1 ***Easement For Utilities and Maintenance of Encroachments.*** In the event any portion of a Unit (or dwelling or appurtenances constructed therein) or Common Element (or appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling or moving of the dwelling or the appurtenances associated therewith, or due to survey errors, construction deviations, replacement, restoration or repair, or due to the requirements of the Livingston County Health Department and/or State of Michigan Department of Environmental Quality, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration and replacement of the encroaching property, dwelling, and/or appurtenances associated therewith. In the event of damage or destruction, there shall be easements to, through, under and over those portions of the land, dwellings, and appurtenances associated therewith for the continuing maintenance, repair, renovation, restoration and replacement of all utilities in the Condominium.

Section 6.2 ***Easements Retained by Developer.***

(a) ***Pathway Easements.*** The Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, a non-exclusive easement for the unrestricted use of all pathways in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises and/or any adjacent land. Only foot traffic and bicycles will be allowed on those pathways, and no motorcycles, scooters, all terrain vehicles, cars or trucks will be allowed. Except as otherwise provided in this Master Deed, the Association shall be responsible for the maintenance, repair, replacement, renovation, restoration (including, without limitation of the foregoing, surfacing) of any pathway referred to in this Article, and all such expenses shall be shared equally by all Co-Owners in the Condominium.

(b) ***Utility Easements.*** The Developer reserves for itself and its agents, employees, representatives, guests, invitees, licensees, independent contractors, successors and assigns, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace any and/or all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including without limitation any sediment, retention and detention ponds), telephone, electrical, and cable television and

other telecommunications, subject to the approval of the applicable public or private utility company and any governmental authorities having jurisdiction. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to the Developer, its successors or assigns under this Section 6.2(b), the Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportionate share of said expenses (to the extent said expenses are not the responsibility of a governmental agency or public utility).

(c) ***Additional Easements.*** The Developer reserves for itself and its successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, pathways, the Storm Water Drainage Facilities (including any sediment, retention or detention ponds), water wells, sanitary sewer system, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication systems and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 ***Grant of Easements by Association.*** The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be substantially modified, nor may any of the obligations with respect to such easements be substantially varied, without the consent of each person benefitted or burdened thereby.

Section 6.4 ***Easements for Maintenance, Repair, Restoration, Renovation and Replacement.*** The Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation,

maintenance, repair, decoration, renovation, restoration or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.5 ***Telecommunications Agreements.*** The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.6 ***Easement for Access to Open Space.*** All Co-Owners, their family members, invitees, licensees and guests, shall have a non-exclusive easement on, over and across that portion of the Condominium Project, which is identified on Exhibit B to this Master Deed as Natural Preservation Open Space (park area). The foregoing easement shall in no way be construed as a dedication to the public, or confer upon members of the public any right to use the easement described herein.

Section 6.7 ***Easement for Timberleaf Drive.*** The Developer reserves for itself and its successors and assigns, a non-exclusive easement over and across the southerly two hundred (200) lineal feet of Timberleaf Drive. Said easement shall be for the purposes of ingress and egress without limitation, to provide access and utilities to the adjacent six and one-half (6½) acre parcel located at the northwest corner of Old U.S. 23 and Hyne Road.

Section 6.8 ***Emergency Vehicle Access Easement.*** The Developer reserves for the benefit of the Township of Brighton, the local school district, and any emergency service agency, an easement over Havendale Drive, Candlelight Court, Dovetail Drive and Timberleaf Drive for use by the Township of Brighton, the local school district, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus service, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. Absolutely no parking shall be allowed

on the east side of Timberleaf Drive, the south side of Dovetail Drive, the north side of Havendale Drive, the west side of Candlelight Court or within the Candlelight Court cul-de-sac. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

Section 6.9 ***Association Assumption of Obligations.*** Upon assignment by the Developer to the Association, the Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.10 ***Termination of Easements.*** Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated in connection with development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VII

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended upon the approval of Brighton Township and with the consent of two-thirds (2/3rds) of the Co-Owners except as hereinafter set forth:

Section 7.1 ***Co-Owner Consent.*** Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owner, mortgagee of such Unit and Brighton Township.

Section 7.2 ***By Developer.*** In addition to the rights of amendment provided to the Developer in various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.3 ***Change in Value of Vote, Maintenance Fee and Percentages of Value.*** The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as provided in Article V, Article VI, Article VII, Article VIII, and Article X of this Master Deed.

Section 7.4 ***Mortgagee Approval.*** Pursuant to Section 90.(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds (2/3rds) of the mortgagees shall approve such Amendment. Each mortgagee shall have one (1) vote for each mortgage held.

Section 7.5 ***Termination, Vacation, Revocation or Abandonment.*** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all Co-Owners.

Section 7.6 ***Developer Approval.*** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

ARTICLE VIII

DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE IX

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to and assumed by any other entity or the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

ARTICLE X

MODIFICATION OF UNITS AND COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Project and other Common Elements may be modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units or other Common Elements shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed. Unit 79 may be divided subject to approval by Brighton Township.

Section 10.1 ***Modification of Units and Common Elements.*** The Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (with the exception of Brighton Township) modify the size, location, or configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner, which gives reasonable recognition to such Unit modifications or other Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 ***Relocation of Boundaries of Units and Common Elements.*** The Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units where the Units are located adjacent to each other. Such relocation of boundaries of Unit(s) shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units, the amendment shall identify the relocated Unit(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be

necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in connection with any such amendment. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 10.3 ***Limited Common Elements.*** Limited Common Elements, if any, shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X or for other purposes.

Section 10.4 ***Additional Landscaping.*** Co-Owners of Units which have appurtenant Limited Common Elements shall be responsible for the maintenance of any and all landscaping installed by the Developer in the Limited Common Elements. In addition, Co-Owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period, and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-Owner shall be responsible for all maintenance of the additional landscaping installed by such Co-Owner within the Limited Common Elements and, all landscaping installed by a Co-Owner within the Limited Common Elements shall be reasonably compatible with the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-Owner within the Limited Common Elements.

ARTICLE XI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed in accordance with any applicable state or local laws, ordinances and regulations, subject to the following limitations and restrictions:

Section 11.1 ***Use.*** All Units in the Condominium shall be used for only single family residence purposes, and no structure shall be erected, altered, placed or permitted to remain on any Unit, other than one (1) single family dwelling with attached garage. All other accessory structures, storage buildings, detached garages, sheds, tents, trailers, shacks and temporary structures are prohibited and shall not be erected, placed or permitted to remain upon any Unit, unless approved by the Association as further provided in this Master Deed. Temporary buildings may be constructed within a Unit during the construction of a permanent dwelling within the Unit, provided that the temporary structures shall be removed from the Unit upon enclosure of the dwelling. No old, used or modular structures shall be placed upon any Unit or anywhere within the Condominium Project. There shall be no oil or gas exploration conducted upon the

Condominium Premises, including, but not limited to, the following activities: mining, drilling, laying or maintaining of pipelines (other than utility pipelines installed to serve residential consumers).

Section 11.2 ***Leasing and Rental.***

(a) ***Right to Lease.*** A Co-Owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 11.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-Owner shall lease and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least twelve (12) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may, however, lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

(b) ***Leasing Procedures.*** The leasing of Units in the Project shall conform to the following:

(1) A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-Owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-Owner intends to use, for the review and (except as provided in subsection (a) above) approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(2) Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate the foregoing requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-Owner by certified mail of the alleged violation by the tenant or occupant.

(ii) The Co-Owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-Owners derivatively on behalf of the Association, if the Association is under the control of the Developer), may institute on behalf of the Association a summary proceedings eviction action against the tenant or non-owner occupant. The Association may simultaneously bring an action for damages against the Co-Owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-Owner liable for any damages to the General Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-Owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by a Co-Owner shall explicitly contain the foregoing provisions.

Section 11.3 ***Alterations and Modifications.*** A Co-Owner shall not make any alterations to the exterior appearance or make structural modifications to the dwelling or appurtenances or other improvements constructed within the perimeter of his Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors, including without limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, fences, walls, basketball backboards or other exterior attachments or modifications. If a Co-Owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-Owner shall be responsible for the cost of repairing any damage caused by the Co-Owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

Section 11.4 ***Activities.*** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium Project. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision, which cannot be amicably resolved, shall be

arbitrated by the Association. No Co-Owner shall conduct or permit any activity or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and, if approved, the Co-Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 11.5 ***Pets.*** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or other Common Elements, except dogs, cats or other common household pets. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be leashed and accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. No runs, pens or shelters for pets shall be permitted within a Unit unless such runs, pens or shelters are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the Unit from the street. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section 11.5, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

Section 11.6 ***Aesthetics.*** The General Common Elements shall not be used for the storage of supplies, materials, firewood, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times, except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. There shall be only one (1) trash removal company servicing the development; said company to be determined by the Developer and/or Association. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or

other fabrics. In general, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium.

Section 11.7 ***Vehicles.*** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snow plows, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Condominium Premises, unless parked in a garage with the door closed. A motor home or camping vehicle of a size exceeding garage capacity may, however, be parked temporarily in its Owner's driveway (or in an unobtrusive area on the Condominium Premises which may be approved by the Association) for a period not to exceed three (3) days for the purpose of loading and unloading such vehicle prior to and following its use. An Owner shall not park such restricted vehicle within the Condominium for an accumulative time of more than thirty (30) days per calendar year. No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (unless the Association, in its discretion, selects an area within the Condominium Premises specifically designed for such vehicles and trucks) except for purposes of making deliveries or pickups in the normal course of business. Co-Owners shall, if required by the Association, register with the Association all cars maintained on the Condominium Premises. Motorized vehicles, other than passenger cars and vans, shall not be used anywhere on the Condominium Premises.

Section 11.8 ***Advertising.*** Subject to Section 11.16(b) below, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of the dwelling constructed on a Unit, except one (1) sign not more than five (5) square feet in area, for the purpose of advertising a Unit for sale or lease, without obtaining prior written permission from the Association, or from the Developer during the Construction and Sales Period. This Section 11.8 shall not apply to the signs erected by the Developer during the Construction and Sales Period.

Section 11.9 ***Rules and Regulations.*** It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

Section 11.10 ***Right of Access of Association.*** The Association and its duly authorized agents shall have access to each Unit, and the dwelling and other appurtenances and improvements constructed on such Unit, from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary

for the performance of the maintenance of the Common Elements. In addition, the Association and its agents shall at all times without notice have access to each Unit and its dwelling and appurtenances, and other improvements constructed thereon, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit, the dwelling and appurtenances and other improvements constructed on such Unit during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11.11 ***Landscaping.*** All Units are required to have two (2) street trees installed at the front of the Unit in accordance with the landscape plan approved by Brighton Township. Each builder of a new dwelling shall install two (2) street trees prior to occupancy of the dwelling, weather permitting. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials upon the General Common Elements without the prior written approval of the Developer or the Association. No Co-Owner shall change the grade of any portion of a Unit without the prior written approval of the Developer, and, if required, the Brighton Township Building Department. All Unit Owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape. The use of high nitrogen and high phosphate fertilizers is prohibited within twenty-five (25') feet of any regulated wetland. Where the removal or destruction of any twelve inch (12") diameter or larger tree occurs, Unit Co-Owners must mitigate the trees based upon one (1") inch of mitigated tree diameter for each three (3") inches of diameter lost.

Section 11.12 ***Setbacks.*** All residential Units (1-78) shall comply with the approved setback requirements: front - thirty-five (35') feet; side - twelve (12') feet; rear - twenty-five (25') feet.

Section 11.13 ***Common Element Maintenance.*** Pathways, landscaped areas, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles or other obstructions may be left unattended on or about the Common Elements.

Section 11.14 ***Co-Owner Maintenance.*** Except as elsewhere provided in this Master Deed, each Co-Owner shall maintain his Unit, the dwelling, appurtenances, and other improvements constructed thereon in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for the repair, restoration or replacement, as applicable, of any damage to any Common Elements or damage to any other Co-Owner's Unit, or improvements thereon, resulting from the negligent acts or omissions of a Co-Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Co-Owner for the excess amount necessary to pay therefor.

No Co-Owner shall fill, dredge or alter a regulated wetland without the required permits from Brighton Township and the Michigan Department of Environmental Quality.

Section 11.15 ***Building Restrictions.*** Without limiting Developer's discretion to reject plans and specifications submitted by a Co-Owner as provided in Section 11.16 below, all dwellings built within a Unit shall comply with the following restrictions:

(a) ***Size.*** All dwellings with one (1) story shall contain a minimum of one thousand eight hundred (1,800) square feet of finished floor area. All one and a half (1½) story dwellings shall contain a minimum of two thousand two hundred (2,200) square feet of finished floor area, with at least one thousand two hundred (1,200) square feet of floor space located on the ground level. All two (2) story dwellings shall contain at least two thousand two hundred (2,200) square feet of finished floor area, with at least one thousand two hundred (1,200) square feet located on the ground floor. All bi-level, tri-level and multi-level dwellings shall contain at least two thousand (2,000) square feet on the levels at or above the approximate grade of the street toward which the front of the dwelling faces. For the purposes of this paragraph, "finished floor area" shall mean that floor area finished for the purposes of living, dining, sleeping, cooking, studying or sitting, and shall include the total area of all bathrooms, entrance ways, hallways and stairwells connecting any of the finished areas. Basements, attached garages, attics, terraces, unheated porches, breezeways and any portion of the residence which is more than two-thirds (2/3rds) below ground level shall not be included in computing the finished floor area.

(b) ***Exterior Surfaces.*** Exterior walls of all structures in the Condominium Project shall be constructed of brick, stone, glass, wood, premium vinyl or other approved materials. Aluminum siding is expressly prohibited except for use as trim on eaves, overhangs and soffits. All structures shall have one (1) or more offsets in the front wall and the side to side roof on each structure shall be predominately 8/12 pitch or greater. The front to rear roof pitch on each structure shall be 6/12 pitch or greater. There must be at least one (1) gable or hip roof design on the front elevation of each structure. The front elevation of every structure must be covered with a minimum of thirty (30%) percent brick or fieldstone.

(c) ***Garages.*** All dwellings constructed within a Unit must have one (1) private attached garage for not less than two (2) automobiles, but not more than four (4) automobiles. Garage doors shall not face the street on which the front of the dwelling faces.

(d) ***Driveways.*** All driveways appurtenant to a Unit shall be constructed with hard surfacing of asphalt or concrete and installed prior to occupancy of the dwelling within the Unit, weather permitting; or a cash deposit equal to one hundred twenty five (125%) percent of the cost of hard surfacing shall be given to the Developer or Association which guarantees hard surfacing of the driveway within one (1) year of occupancy.

(e) ***Fences.*** No fence or wall shall be placed, erected or permitted to remain upon any Unit in the Condominium Projects, however, fences which are

required by local ordinance to enclose swimming pools shall be allowed provided they are kept in good condition and repair at all times. Fences will be allowed in the park areas. Dog runs are allowed as stated in Section 11.5 above.

(f) ***Mailboxes***. The Developer and/or Association will determine the specific mailbox to be used in the development and only one mailbox shall be installed on each Unit. It is responsibility of each Co-Owner to purchase and install the approved mailbox.

Section 11.16 Reserved Rights of Developer.

(a) ***Prior Approval by Developer***. The purpose of this Section 11.16(a) is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, no buildings, walls, retaining walls, drives, pathways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of the dwelling or appurtenances or other improvements constructed within any Unit, nor shall any hedges, trees or substantial plantings be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be located, and the degree of harmony with the Condominium as a whole. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed two hundred fifty ($250.00) dollars, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Developer nor the Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section 11.16(a), shall be exercised by the Association.

(b) ***Developer's Rights In Furtherance of Development and Sales.*** None of the restrictions contained in this Article XI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers,

storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

(c) ***Enforcement of Restrictions.*** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section 11.16 may include, without limitation, an action to restrain the Association or any Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

ARTICLE XII

AGENCY CONFLICTS

In the event of any conflict between any provision of this Master Deed text and/or Bylaws and any provision of Michigan Law or Brighton Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed text and/or Bylaws by Brighton Township, nor anything contained within this Master Deed text and/or Bylaws shall be interpreted or construed in any way as constituting a variance from or approval by Brighton Township of any violation of any provision of Michigan Law or Brighton Township ordinance. Any amendment to this Master Deed text and/or Bylaws relating to any matter which is subject to the provisions of any Brighton Township ordinance shall require the approval of Brighton Township. In the event there is any modification in size or location of any Unit or any limited common element or any other modification of the Project or any portion of it which is not strictly in accordance with the Subdivision Plan approved by Brighton Township, the shall require review and approval of an amended Subdivision Plan pursuant to the applicable provisions of Brighton Township's zoning or other ordinances in effect at that time.

SIGNATURES ON FOLLOWING PAGE

WIL-PRO DEVELOPMENT COMPANY, LLC,
a Michigan limited liability company

By:_____
Marshall Blau, President of
Progressive Properties, Inc.
Member

By:_____
David L. Willacker, President of
Woodstream Development Company, Inc.
Member

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me _____ day of _____, 2015, by Marshall Blau, the President of Progressive Properties, Inc., a Michigan corporation, and David L. Willacker, President of Woodstream Development Company, Inc., a Michigan corporation.

My commission expires: _____

By:_____
, Notary Public
Oakland County, Michigan
Acting in Oakland County

Drafted by:

Seyburn, Kahn, Ginn, Bess,
Deitch & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

When recorded return to:

Wil-Pro Development Company, LLC
12985 Cove Ridge Drive
South Lyon, Michigan 48178

Revised: August 25, 2015

EXHIBIT "A"

CONDOMINIUM BYLAWS

OF

DEERFIELD PRESERVE

RECEIVED
AUG 2 6 2015
BRIGHTON TOWNSHIP

EXHIBIT "A"

CONDOMINIUM BYLAWS OF

DEERFIELD PRESERVE

TABLE OF CONTENTS

ARTICLE I 1

ASSOCIATION OF CO-OWNERS 1

Section 1.1 Formation; Membership 1
Section 1.2 Definitions 1
Section 1.3 Conflicts of Terms and Provisions 1

ARTICLE II 1

ASSESSMENTS 1

Section 2.1 Assessments Against Units and Co-Owners 1
Section 2.2 Assessments for Common Elements 2
Section 2.3 Determination of Assessments 2
Section 2.4 Apportionment of Assessments and Penalty for Default 3
Section 2.5 Waiver of Use or Abandonment of Units 4
Section 2.6 Liens for Unpaid Assessments 4
Section 2.7 Enforcement 4
Section 2.8 Liability of Mortgagees 5
Section 2.9 Developer's Responsibility for Assessments 5
Section 2.10 Property Taxes and Special Assessments 6
Section 2.11 Personal Property Tax Assessment of Association Property 6
Section 2.12 Construction Liens 6
Section 2.13 Statement as to Unpaid Assessments 6

ARTICLE III 7

ARBITRATION 7

Section 3.1 Scope and Election 7
Section 3.2 Judicial Relief 7
Section 3.3 Election of Remedies 7

ARTICLE IV 7

INSURANCE 7

Section 4.1 Extent of Coverage 7
Section 4.2 Authority of Association to Settle Insurance Claims 8
Section 4.3 Co-Owner Responsibilities 8
Section 4.4 Waiver of Subrogation 8
Section 4.5 Indemnification 9

ARTICLE V 9

MAINTENANCE 9

Section 5.1 Co-Owner Responsibility for Maintenance 9
Section 5.2 Association Responsibility for Maintenance 9
Section 5.3 Timely Repair, Restoration or Replacement 9
Section 5.4 Eminent Domain 9
Section 5.5 Notification of FHLMC 10
Section 5.6 Priority of Mortgagee Interests 10

ARTICLE VI 11

MORTGAGES 11

Section 6.1 Notice to Association 11
Section 6.2 Insurance 11
Section 6.3 Notification of Meetings 11

ARTICLE VII 11

VOTING 11

Section 7.1 Vote 11
Section 7.2 Eligibility to Vote 11
Section 7.3 Designation of Voting Representative 11
Section 7.4 Quorum 12
Section 7.5 Voting 12
Section 7.6 Majority 12

ARTICLE VIII 12

MEETINGS 12

Section 8.1 Place of Meeting 12
Section 8.2 First Annual Meeting 12
Section 8.3 Annual Meetings 12
Section 8.4 Special Meeting 13
Section 8.5 Notice of Meetings 13
Section 8.6 Adjournment 13
Section 8.7 Action Without Meeting 13

ARTICLE IX 13

ADVISORY COMMITTEE 13

ARTICLE X 14

BOARD OF DIRECTORS 14

Section 10.1 Number and Qualification of Directors 14
Section 10.2 Election of Directors 14
Section 10.3 Powers and Duties 15
Section 10.4 Specific Powers and Duties 16
Section 10.5 Management Agent 16
Section 10.6 Vacancies 17
Section 10.7 Removal 17
Section 10.8 First Meeting 17
Section 10.9 Regular Meetings 17
Section 10.10 Special Meetings 17
Section 10.11 Quorum and Required Vote of Board of Directors 17
Section 10.12 Consent in Lieu of Meeting 17
Section 10.13 Participation in a Meeting by Telephone 18
Section 10.14 Fidelity Bonds 18
Section 10.15 Compensation 18
Section 10.16 Litigation 18

ARTICLE XI 18

OFFICERS 18

Section 11.1 Selection of Officers 18
Section 11.2 Term, Removal and Vacancies 18
Section 11.3 President 18
Section 11.4 Vice President 18
Section 11.5 Secretary 19
Section 11.6 Treasurer 19

ARTICLE XII 19

SEAL 19

ARTICLE XIII 19

FINANCE 19

Section 13.1 Records 19
Section 13.2 Fiscal Year 19
Section 13.3 Bank Accounts 19

ARTICLE XIV 20

INDEMNIFICATION OF OFFICERS AND DIRECTORS 20

Section 14.1 Third Party Actions 20
Section 14.2 Actions in The Right of The Association 20
Section 14.3 Insurance 20
Section 14.4 Expenses of Successful Defense 20
Section 14.5 Determination that Indemnification is Proper 21
Section 14.6 Expense Advance 21
Section 14.7 Former Representatives, Officers, Employees or Agents 21

Section 14.8 Changes in Michigan Law 21

ARTICLE XV 22

AMENDMENTS 22

Section 15.1 By Developer 22
Section 15.2 Proposal 22
Section 15.3 Meeting 22
Section 15.4 Voting 22
Section 15.5 Effective Date of Amendment 22
Section 15.6 Binding Effect 22

ARTICLE XVI 22

COMPLIANCE 22

ARTICLE XVII 23

REMEDIES FOR DEFAULT 23

Section 17.1 Legal Action 23
Section 17.2 Recovery of Costs 23
Section 17.3 Removal and Abatement 23
Section 17.4 Assessment of Fines 23
Section 17.5 Non-waiver of Rights 23
Section 17.6 Cumulative Rights, Remedies and Privileges 23
Section 17.7 Enforcement of Provisions of Condominium Documents 24

ARTICLE XVIII 24

RIGHTS RESERVED TO DEVELOPER 24

ARTICLE XIX 25

JUDICIAL ACTIONS AND CLAIM 25

Section 19.1 Board of Directors' Recommendation to Co-Owners 24
Section 19.2 Litigation Evaluation Meeting 25
Section 19.3 Independent Expert Opinion 25
Section 19.4 Fee Agreement with Litigation Attorney 26
Section 19.5 Co-Owner Vote Required 26
Section 19.6 Litigation Special Assessment 26
Section 19.7 Attorney's Written Report 26
Section 19.8 Monthly Board Meeting 27
Section 19.9 Changes in the Litigation Special Assessment 27
Section 19.10 Disclosure of Litigation Expenses 27

ARTICLE XX 27

SEVERABILITY 27

EXHIBIT "A"

CONDOMINIUM BYLAWS OF

DEERFIELD PRESERVE

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 **Formation; Membership**. Deerfield Preserve (referred to herein as "the Condominium Project," "Condominium" or "Project"), a residential Condominium Project located in Brighton Township, Livingston County, Michigan, shall be administered by the Deerfield Preserve Association, which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be a Member in the Association and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 **Definitions**. Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 **Conflicts of Terms and Provisions**. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 **Assessments Against Units and Co-Owners**. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof, in accordance with the provisions of this Article II.

Section 2.2 **Assessments for Common Elements**.

(a) All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the General Common Elements, the pathways, parks, or the administration of the Condominium Project, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the General Common Elements, the Easements, or the administration of the Condominium Project, shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

(b) All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Limited Common Elements shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Limited Common Elements shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, which shall be allocated only to those Units appurtenant to the applicable Limited Common Elements. There are no Limited Common Elements as of the date of recording the Master Deed.

Section 2.3 **Determination of Assessments**. Assessments shall be determined in accordance with the following provisions:

(a) **Budget**. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management, (2) to provide for maintenance of existing Common Elements, (3) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding five thousand ($5,000.00) dollars annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of

Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments**. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding five thousand ($5,000.00) dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing sixty (60%) percent or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) **Remedial Assessments**. If any Co-Owner fails to provide proper maintenance of any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the applicable Limited Common Element, and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

(d) **Working Capital Contribution**. Any Co-Owner who acquires a Unit from the Developer shall pay to the Association, on the date said Unit is conveyed to the Co-Owner, an amount equal to the then current annual assessment, which sum constitutes a one-time (1) non-refundable contribution to the Association's working capital account.

Section 2.4 **Apportionment of Assessments and Penalty for Default**. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-Owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective percentages of value allocated to each Co-Owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of Limited Common Elements appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The Board of Directors shall have the authority to collect regular assessments in semi-annual or quarterly installments. A Co-Owner shall be in default of his assessment obligations if he fails to

pay any assessment installment when due. A late charge not to exceed twenty-five ($25.00) dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

Section 2.5 **Waiver of Use or Abandonment of Units**. No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 **Liens for Unpaid Assessments**. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 **Enforcement**.

(a) **Remedies**. In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings**. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and

the rights and obligations of the parties to such actions. In addition, each Co-Owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE ANY ASSESSMENT LIENS BY ADVERTISEMENT AND WAIVED THE RIGHT TO A HEARING PRIOR TO THE SALE OF THE APPLICABLE UNIT.

(c) **Notices of Action**. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner at his last known address, of a written notice that one (1) or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection**. The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

Section 2.8 **Liability of Mortgagees**. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 **Developer's Responsibility for Assessments**. The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by the Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Brighton Township and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential

dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association (excluding reserves) for utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 **Property Taxes and Special Assessments**. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 **Personal Property Tax Assessment of Association Property**. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 **Construction Liens**. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 **Statement as to Unpaid Assessments**. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

ARBITRATION

Section 3.1 **Scope and Election**. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 **Judicial Relief**. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 **Election of Remedies**. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV

INSURANCE

Section 4.1 **Extent of Coverage**. The Association shall to the extent appropriate in light of the nature of the Common Elements of the Project and the Easements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements and the Easements, and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of the Association**. All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, the Co-Owners and their mortgagees as their interests may appear, and a provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-Owners.

(b) **Insurance of Common Elements**. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, (except with respect to the private roads) excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(c) **Premium Expenses**. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration, and shall be assessed equally against all Units.

(d) **Proceeds of Insurance Policies**. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-Owners and their mortgagees, as their interests may appear, provided, however, whenever repair, restoration or replacement of any part of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring same shall be retained by the Association and applied for such repair, restoration or replacement, as applicable.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance by the Association of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, the Common Elements appurtenant thereto, and the Easements. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs, restoration or replacement, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and, except with respect to improvements that the Association or the Developer is required to maintain, all other improvements constructed or to be constructed within the perimeter of his Unit, and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to provide such insurance. In addition, except with respect to improvements that the Association or the Developer is required to maintain, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 **Indemnification**. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit, provided, however, that such obligation shall not extend to any claim arising out of an occurrence on or within the Easements unless such claim resulted from the applicable Co-Owner's negligence or wilful misconduct. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

ARTICLE V

MAINTENANCE

Section 5.1 **Co-Owner Responsibility for Maintenance**. Each Co-Owner shall be responsible for all maintenance of the dwelling, appurtenances, and all other improvements, fixtures and personal property within his Unit and the Limited Common Elements appurtenant thereto (except to the extent any such Limited Common Element or any portion of the Unit is to be maintained by the Developer or the Association as otherwise provided for herein). If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit or appurtenant Limited Common Element for which the Co-Owner has maintenance obligations adversely affects the appearance of the Project, the Co-Owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 **Association Responsibility for Maintenance**. The Association shall be responsible for the maintenance of the General Common Elements and as provided in the Master Deed, for the Easements. Immediately following a casualty to property for which the Association has such maintenance responsibility, the Association shall obtain reliable and detailed cost estimates to repair, restore or replace, as applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration or replacement, or if at any time during such repair, restoration or replacement or upon completion of such repair, restoration or replacement, there are insufficient funds for the payment of such repair, restoration or replacement, the Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration or replacement of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 **Timely Repair, Restoration or Replacement**. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within six (6) months from the date upon which the property damage occurred.

Section 5.4 **Eminent Domain**. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements**. Subject to subsection (b) below, in the event all or a portion of a Unit and/or its appurtenant Limited Common Elements are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. If the

entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements or the Detention Pond**. If there is a taking of any portion of the General Common Elements or the Detention Pond, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-Owners representing greater than fifty (50%) percent of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to repair, restore or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements or Detention Pond taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration or replacement of the Detention Pond or applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for the Detention Pond or the General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3rds) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(c) **Continuation of Condominium After Taking**. In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit or its appurtenant Limited Common Elements shall have been taken, in whole or part, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee or other person.

(d) **Notification of Mortgagees**. In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 **Notification of FHLMC**. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds ten thousand ($10,000.00) dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds one thousand ($1,000.00) dollars.

Section 5.6 **Priority of Mortgagee Interests**. Nothing contained in the Condominium Documents shall be construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Unit Owners of

insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

MORTGAGES

Section 6.1 **Notice to Association**. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 6.2 **Insurance**. The Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 6.3 **Notification of Meetings**. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VII

VOTING

Section 7.1 **Vote**. Except as otherwise specified in these Bylaws, each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 7.2 **Eligibility to Vote**. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 **Designation of Voting Representative**. Each Co-Owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be changed by the Co-Owner at any time by filing a new notice in

accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 **Quorum**. The presence in person or by proxy of Co-Owners representing thirty-five (35%) percent of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 **Voting**. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 7.6 **Majority**. When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII

MEETINGS

Section 8.1 **Place of Meeting**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 **First Annual Meeting**. The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-Owners of seventy-five (75%) percent of all Units; or (ii) fifty-four (54) months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 **Annual Meetings**. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect Members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

Section 8.4. **Special Meeting**. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing one-third (1/3 rd) of the votes of all Co-Owners qualified to vote. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 8.5 **Notice of Meetings**. The Secretary (or other Association officer in the secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 **Adjournment**. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two-thirds (2/3 rds) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 **Action Without Meeting**. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

ARTICLE IX

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of one-third (1/3 rd) of the total number of Units that may be

created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-Owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace at its discretion any Member of the Advisory Committee.

ARTICLE X

BOARD OF DIRECTORS

Section 10.1 **Number and Qualification of Directors**. The Board of Directors shall initially be comprised of three (3) Directors. At such time as the non-Developer Co-Owners are entitled to elect two (2) Members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-Owners, or officers, partners, trustees or employees of Co-Owners that are entities.

Section 10.2 **Election of Directors**.

(a) **First Board of Directors**. Until such time as the non-Developer Co-Owners are entitled to elect one (1) of the Members of the Board of Directors, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) **Appointment of Non-Developer Co-Owners to Board prior to First Annual Meeting**. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, at least one (1) Member (and not less than twenty-five (25%) percent) of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to fifty (50%) percent of the Units that may be created, the Board of Directors shall be increased to five (5) Members and two (2) of the five (5) Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

(c) **Election of Directors at and after First Annual Meeting** .

(i) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-Developer Co-Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to

designate at least one (1) Director so long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of Members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of Members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of Members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (ii) above, or if the product of the number of Members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of Members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of Members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining Members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i) above.

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one (1) slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 **Powers and Duties**. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 **Specific Powers and Duties**. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Condominium Project, the Common Elements and the Easements.

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To reconstruct or repair improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing seventy-five (75%) percent of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 11.10 of the Master Deed.

(i) To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be exclusively performed by the Board.

(j) To enforce the provisions of the Condominium Documents and, from and after the Developer's assignment to the Association of the park areas, the rules and regulations pertaining to said park areas.

Section 10.5 **Management Agent**. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, or affiliate of the Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 10.6 **Vacancies**. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 **Removal**. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 **First Meeting**. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 **Regular Meetings**. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 10.10 **Special Meetings**. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors.

Section 10.11 **Quorum and Required Vote of Board of Directors**. At all meetings of the Board of Directors, a majority of the Members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 **Consent in Lieu of Meeting**. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all Members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the

proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 **Participation in a Meeting by Telephone**. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 **Fidelity Bonds**. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 **Compensation**. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-Owners qualified to vote.

Section 10.16 **Litigation**. The Board of Directors is precluded from initiating any litigation against the Developer in the absence of an affirmative vote of seventy-five (75%) percent of the Co-Owners at a meeting held for the specific purpose of determining whether a lawsuit should be initiated.

ARTICLE XI

OFFICERS

Section 11.1 **Selection of Officers**. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one (1) or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-Owner, or shareholder, officer, director, employee or partner of a Co-Owner that is an entity.

Section 11.2 **Term, Removal and Vacancies**. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 **President**. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above.

Section 11.4 **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 **Secretary**. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 **Treasurer**. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal," and "Michigan."

ARTICLE XIII

FINANCE

Section 13.1 **Records**. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 **Fiscal Year**. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 13.3 **Bank Accounts**. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 **Third Party Actions**. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its Members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its Members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 **Actions in The Right of The Association**. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its Members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 **Insurance**. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 **Expenses of Successful Defense**. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the

provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 **Determination that Indemnification is Proper**. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 **Expense Advance**. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 **Former Representatives, Officers, Employees or Agents**. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 14.8 **Changes in Michigan Law**. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV

AMENDMENTS

Section 15.1 **By Developer**. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 **Proposal**. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3 rd) or more in number of the Co-Owners by a written instrument identifying the proposed amendment and signed by the applicable Co-Owners.

Section 15.3 **Meeting**. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 **Voting**. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of sixty-six and two-thirds (66-2/3%) percent or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of all mortgagees of Units shall be required. Each mortgagee shall have one (1) vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of the Developer.

Section 15.5 **Effective Date of Amendment**. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 15.6 **Binding Effect**. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI

COMPLIANCE

The Association or any Co-Owners and all present or future Co-Owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII

REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 **Legal Action**. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 **Recovery of Costs**. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

Section 17.3 **Removal and Abatement**. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owner, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed twenty-five ($25.00) dollars for the second violation, fifty ($50.00) dollars for the third violation or one hundred ($100.00) dollars for any subsequent violation.

Section 17.5 **Non-waiver of Rights**. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 17.6 **Cumulative Rights, Remedies and Privileges**. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents or at law or in equity.

Section 17.7 **Enforcement of Provisions of Condominium Documents**. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, the Easements, and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XIX

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 19.1 **Board of Directors' Recommendation to Co-Owners**. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 19.2 **Litigation Evaluation Meeting**. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8½" X 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) It is in the best interests of the Association to file a lawsuit;

(ii) That at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative; and

(iv) The Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the litigation attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil actin both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 19.3 **Independent Expert Opinion**. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each

alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

Section 19.4 **Fee Agreement with Litigation Attorney**. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

Section 19.5 **Co-Owner Vote Required**. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 19.6 **Litigation Special Assessment**. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24)months.

Section 19.7 **Attorney's Written Report**. During the course of any civil action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 19.8 **Monthly Board Meeting**. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) The status of the litigation;

(b) The status of settlement efforts, if any; and

(c) The attorney's written report.

Section 19.9 **Changes in the Litigation Special Assessment**. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19.10 **Disclosure of Litigation Expenses**. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XX

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

RECEIVED

JUL 14 2015

BRIGHTON TOWNSHIP

PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement ("Agreement") made this 2nd day of July, 2007, between the Charter Township of Brighton ("Township"), A Michigan Municipal Corporation, whose address is 4363 Buno Road, Brighton, Michigan 48114, and Wil-Pro Development Company, L.L.C. ("Wil-Pro"), A Michigan Limited Liability Company, whose address is 19100 W. Ten Mile Road, Suite 204, Southfield, Michigan 48075.

RECITALS

A. Wil-Pro owns real property located in Section 8 of Brighton Township, Livingston County, Michigan, commonly known as Parcels 12-08-200-003 and 12-08-200-004, as described in Exhibit "A" attached hereto.

B. Wil-Pro's property is in two zoning districts, 42.23 acres in the R-3 district and 26.39 acres in the B-1 district, as shown in Exhibit "B" attached hereto.

C. Wil-Pro desires to develop its property as a P.U.D. in accordance with Article 12 of the Brighton Township Zoning Ordinance.

D. The Township prefers to have one P.U.D. development at the site, representing a blending of a Residential P.U.D. and a Mixed Use P.U.D.

Now, therefore, the Township and Wil-Pro agree as follows:

1. Wil-Pro has submitted and the Township has accepted the Deerfield Preserve P.U.D. Plan, which includes seventy eight (78) single family residential home sites and one (1) commercial/office site. See Exhibit "C" attached hereto.

2. Deerfield Preserve P.U.D. will have a minimum of 28.02 acres dedicated as common open space.

   A. The dedicated open space shall be set aside in perpetuity in accordance with the Master Deed.

   B. The dedicated open space shall be maintained by the Deerfield Preserve Owners Association.

   C. After the infrastructure servicing the P.U.D. has been installed and completed, no trees shall be cut or removed from the dedicated open space, except trees that have died.

   D. Wil-Pro will install 2.02 miles of hard surface walking trails throughout the dedicated open space, as shown on the Plan.

3. Three (3) canopy trees shall be planted on each unit adjacent to the road, in accordance with Section 14-02 (i) (2) [requires two (2) trees per unit] and Section 12-08 (d) (1) [requires one (1) tree for every forty (40) feet of road]. The balance of the required trees may be placed elsewhere within the development.

4. Deerfield Preserve P.U.D. will be serviced by public sanitary sewer and individual water wells. All unit owners will be required to connect to the municipal water supply in the future if the same becomes available.

5. Deerfield Preserve P.U.D. will be developed in two phases; the residential area (units 1-78) initially, and thereafter the 6.56 acre commercial area (unit 79) located at the northwest corner of Old U.S. 23 and Hyne Road. If unit 79 is developed in accordance with the Conceptual Site Plan for "Deerfield Shoppes" dated 8/15/05 and approved by the Township on 12/5/05, or in a manner that generates similar traffic, Wil-Pro will construct the improvements outlined in the submitted Traffic Impact Analysis dated October, 2005, prepared by Traffic Engineering Consultants. If unit 79 is developed with a different site plan that does not generate traffic consistent with the approved Conceptual Site Plan referenced above, Wil-Pro will construct the roadway improvements necessary to have the roadways (Old U.S. 23 and Hyne Road) function at a Level of Service "D" (LOS "D") or as otherwise required by the Livingston County Road Commission. The parties mutually agree that only uses designated in the B-1 zoning district will be allowed on the commercial parcel.

6. Wil-Pro will construct a sanitary sewer lift station on its property and at its expense, in the location set forth on the approved final site plan of the property, and pursuant to plans and

specifications approved by the Township, that is capable of providing 400 residential equivalent units (REUs), to serve the Deerfield Preserve P.U.D., with excess capacity to be reserved to the Township. After construction, the lift station will be dedicated to the public along with any required easements, at no cost to the Township. In exchange for constructing the lift station and dedicating the same to the public as provided in this paragraph, the Township shall reserve in perpetuity, 78 REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the residential portion of the P.U.D. as identified on the approved site plan. The Township will also reserve for a period of ten (10) years from the date of execution of this Planned Development Agreement, 72 additional REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the commercial area of the development as set forth on the approved site plan. Will-Pro will pay the Township at the time each building permit is issued, the then existing price for REUs. In the event Wil-Pro and/or Deerfield Preserve P.U.D. does not need or utilize the capacity reserved to it by this paragraph within the time frame set forth herein, any and all unused REUs shall revert to the Township.

7. Wil-Pro acknowledges and understands that Section 12-02(f) of the Charter Township of Brighton Zoning Ordinance requires that the entire proposed development shall be under single ownership or control, such that there is a single entity having responsibility for completing both the residential and commercial portions of the project in conformity with the approved P.U.D. plan, and that Wil-Pro agrees to be bound by the provisions of this section of the Ordinance. This provision shall not prohibit a transfer of ownership or control, provided that notice of such transfer is provided to the Township Clerk.

Signed:

Charter Township of Brighton,
A Michigan Municipal Corporation

By: _____
H. E. Prine
Its: Supervisor

By: _____
Ann Bollin
Its: Clerk

Wil-Pro Development Company, L.L.C.,
A Michigan Limited Liability Company

By: _____
Marshall Blau, President of
Progressive Properties, Inc.,
A Michigan Corporation
Its: Member

By: _____
David L. Willacker, President of
Woodstream Development Company, Inc.,
A Michigan Corporation
Its: Member

STATE OF MICHIGAN)
) SS.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 2nd day of July, 2007, by H. E. Prine, Supervisor of the Charter Township of Brighton, A Michigan Municipal Corporation, and by Ann Bollin, Clerk of the Charter Township of Brighton, A Michigan Municipal Corporation.

My commission expires:

_____
MY COMMISSION EXPIRES Feb 11, 2008

Lucille M. Weaire
, Notary Public
Livingston County, Michigan
Acting in Livingston County

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by Marshall Blau, President of Progressive Properties, Inc., A Michigan Corporation, and by David L. Willacker, President of Woodstream Development Company, Inc., A Michigan Corporation, as Members of Wil-Pro Development Company, L.L.C., A Michigan Limited Liability Company.

My commission expires: May 22, 2011

Susan M. Viers
Susan M. Viers, Notary Public
Oakland County, Michigan
Acting in Oakland County

EXHIBIT "A"

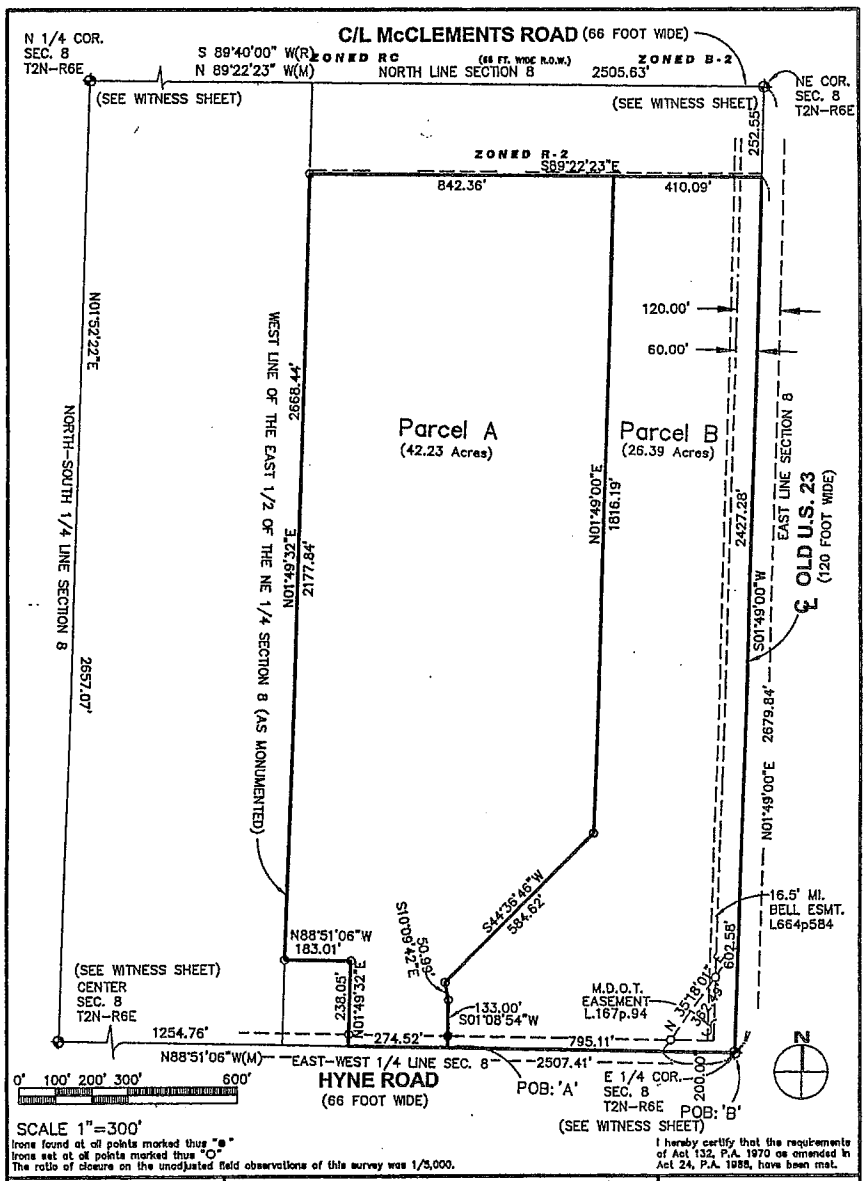
LEGAL DESCRIPTION ATTACHED

TO DEVELOPMENT AGREEMENT

PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND THE CENTERLINE OF OLD U.S. 23 HIGHWAY (120 FOOT WIDE), S. 01°49'00" W., 242.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE AND CENTERLINE OF OLD U.S. 23 (120 FOOT WIDE), S. 01°49'00" W., 2437.28 FEET TO THE EAST ¼ CORNER OF SAID SECTION 8; THENCE ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 8 AND CENTERLINE OF HYNE ROAD (66 FOOT WIDE), N. 88°51'06" W. (RECORDED AS N. 88°40'00" W.), 1069.63 FEET; THENCE N. 01°49'32" E., 238.05 FEET; THENCE N. 88°51'06" W. 183.01 FEET; THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SECTION 8 (AS MONUMENTED), N. 01°49'32" E., 2187.84 FEET; THENCE S. 89°22'23" W., 1252.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.91 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING OLD U.S. 23 HIGHWAY (120 FOOT WIDE) AND HYNE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT "B"

CERTIFICATE OF SURVEY



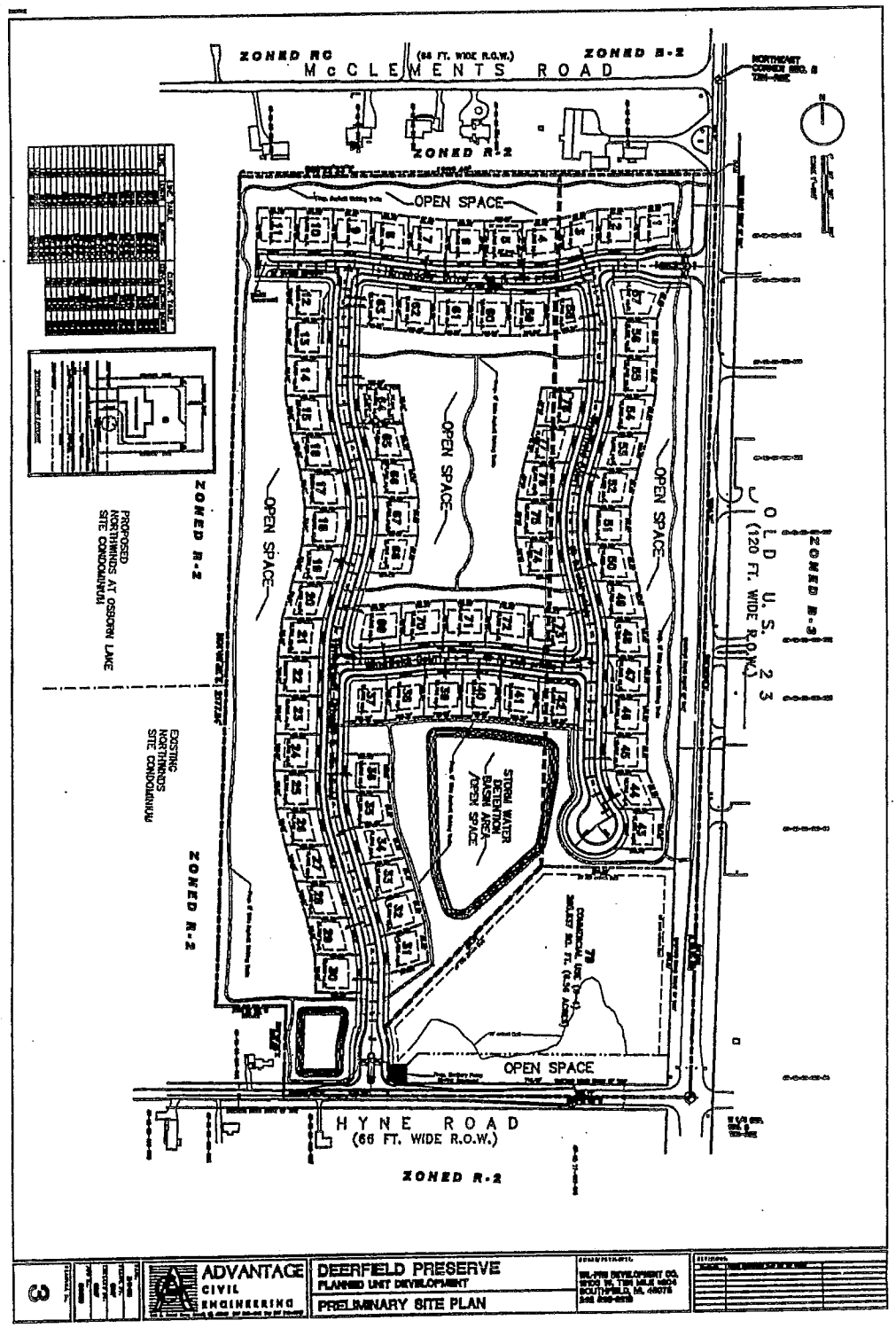
SCALE 1"=300'

Irons found at all points marked thus "●"
Irons set at all points marked thus "O"
The ratio of closure on the unadjusted field observations of this survey was 1/5,000.

I hereby certify that the requirements of Act 132, P.A. 1970 as amended in Act 24, P.A. 1988, have been met.

CLIENT:	DESCRIPTION: PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP LIVINGSTON COUNTY, MICHIGAN
DAVE WILLACKER	
JOB NO. 00020	ADVANTAGE CIVIL ENGINEERING
DATE: 04-30-03	
REVISED: 05-09-05	
OFFICE: CC	110 E. Grand River, Howell, MI 48843
FIELD: RA	Phone 517 545-4141 Fax 517 545-4146
SHEET: 1 OF 6	Christopher T. Cotter Authorized Agent P.S. No. 41097

EXHIBIT "C"


ZONED RC
(66 FT. WIDE R.O.W.)
ZONED B-2
McCLEMENTS ROAD
ZONED R-2
OPEN SPACE
OPEN SPACE
OPEN SPACE
OPEN SPACE
ZONED R-2
PROPOSED NORTHWINDS AT OSBORN LAKE SITE CONDOMINIUM
EXISTING NORTHWINDS SITE CONDOMINIUM
ZONED R-2
STORM WATER DETENTION AREA/ OPEN SPACE
OPEN SPACE
HYNE ROAD
(66 FT. WIDE R.O.W.)
ZONED R-2
OLD U.S. 23
(120 FT. WIDE R.O.W.)
ZONED R-3
ADVANTAGE CIVIL ENGINEERING
DEERFIELD PRESERVE
PLANNED UNIT DEVELOPMENT
PRELIMINARY SITE PLAN

FIRST AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
DATED JULY 2, 2007

RECEIVED
JUL 1 6 2015
BRIGHTON TOWNSHIP

Whereas, there is a certain Planned Development Agreement ("Agreement") dated July 2, 2007, between the Charter Township of Brighton ("Township"), a Michigan Municipal Corporation, and Wil-Pro Development Company, LLC ("Wil-Pro"), a Michigan Limited Liability Company, and

Whereas, the Agreement covers real property located in Section 8 of Brighton Township, Livingston County, Michigan, commonly known as parcels 12-08-200-003 and 12-08-200-004 as described in Exhibit "A" attached hereto, and

Whereas, Wil-Pro has requested an Amendment to the Agreement; the Township Planning Commission recommended the requested Amendment be granted and the Township Board approved the requested Amendment to the Agreement at its meeting held on December 5, 2011.

Now, therefore, the Township and Wil-Pro mutually agree as follows:

1. Notwithstanding the language in paragraph 7 of the Agreement, Wil-Pro shall be permitted to have one owner for the commercial portion of the property, as that commercial property is identified on the expired site plan previously approved by the Township, and a different owner for the residential portion of the property, thereby eliminating the requirement that a single entity have control or responsibility for completing the entire project.

2. The parties acknowledge the previously approved site plan has expired.

3. All other terms and conditions of the Agreement remain in full force and effect

Dated: 12/16/11

Charter Township of Brighton,
A Michigan Municipal Corporation

By: Thomas E. Murphy
Tom Murphy
Its: Supervisor

By: [signature]
Ann Bollin
its: Clerk

Wil-Pro Development Company, LLC,
A Michigan Limited Liability Company

By: _____
Marshall Blau, President of
Progressive Properties, Inc.,
A Michigan Corporation

By: _____
David L. Willacker, President of
Woodstream Development Co., Inc.
A Michigan Corporation

STATE OF MICHIGAN)
COUNTY OF Livingston)

The foregoing Instrument was acknowledged before me in this 16th day of December, 2011, by Tom Murphy, Supervisor, and Ann Bollin, Clerk, Charter Township of Brighton, A Michigan Municipal Corporation.

My Commission Expires: Nov. 2, 2014 _____
LUCILLE M. WEAIRE, Notary Public
Livingston County, Michigan
Acting in Livingston Cty, Michigan

LUCILLE M. WEAIRE
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Nov 2, 2014
ACTING IN COUNTY OF Livingston

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing Instrument was acknowledged before me in this 6th day of December, 2011, by Marshall Blau, President of Progressive Properties, Inc A Michigan Corporation, and by David L. Willacker, President of Woodstream Development Company, Inc., A Michigan Corporation, as Members of Wil-Pro Development Company, LLC, A Michigan Limited Liability Company.

My Commission Expires: May 22, 2017 _____
Susan M. Viers, Notary Public
Oakland County, Michigan
Acting in Oakland Michigan

RECEIVED

JUL 14 2015

BRIGHTON TOWNSHIP

NOTICE OF SETTING ASIDE OF PLANNED DEVELOPMENT AGREEMENT

Thomas E. Murphy, Supervisor, and Ann M. Bollin, Clerk, on behalf of the Charter Township of Brighton, present the following:

RECITALS:

A. On July 2, 2007, a Planned Development Agreement ("Agreement") was executed between the Charter Township of Brighton ("Township"), A Michigan Municipal Corporation, whose address is 4363 Buno Road, Brighton, Michigan 48114, and Wil-Pro Development Company, LLC ("Wil-Pro"), A Michigan Limited Liability Company, whose address is P.O. Box 2709, Southfield, Michigan 48037.

B. The Agreement pertains to 68.62 acres located in the NE 1/4 of Section 8, T.2N., R.6E., Brighton Township, Livingston County, Michigan. Complete legal description attached hereto as Exhibit "A".

C. On December 16, 2011, a First Amendment ("Amendment") to the Planned Development Agreement was executed by the Township and Wil-Pro.

D. Wil-Pro has not developed the site in accordance with the Agreement, Amendment and Township Ordinance, and its Site Plan approval has expired. Wil-Pro, as the sole owner of the property, has requested the Agreement and Amendment be set aside.

E. At the Charter Township of Brighton Board of Trustees meeting on September 16, 2013, the Board authorized the setting aside of the Agreement and Amendment.

Now, therefore, the Supervisor and Clerk on behalf of the Charter Township of Brighton hereby release, discharge, and hold null and void the Planned Development Agreement dated July 2, 2007, and First Amendment to the Planned Development Agreement dated December 16, 2011.

Parcel ID #: 12-08-200-003
12-08-200-004

CHARTER TOWNSHIP OF BRIGHTON

Date: 9/20/13

Thomas E. Murphy
By: Thomas E. Murphy
Its: Supervisor

By: Ann M. Bollin
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF September, 2013.

My Commission Expires: September 11, 2019

Katelyn Beach
Notary Public

Livingston County, Michigan
Acting in Livingston County

Drafted by:
Susan M. Viers
Progressive Properties, Inc.
PO Box 2709
Southfield, Michigan 48037
AFTER RECORDING, RETURN TO SAME

KATELYN BEACH
Notary Public - Michigan
Livingston County
My Commission Expires Sep 11, 2019
Acting in the County of Livingston

EXHIBIT "A" LEGAL DESCRIPTION

PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND THE CENTERLINE OF OLD U.S. 23 HIGHWAY (120 FOOT WIDE), S. 01°49'00" W., 242.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE AND CENTERLINE OF OLD U.S. 23 (120 FOOT WIDE), S. 01°49'00" W., 2437.28 FEET TO THE EAST ¼ CORNER OF SAID SECTION 8; THENCE ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 8 AND CENTERLINE OF HYNE ROAD (66 FOOT WIDE), N. 88°51'06" W. (RECORDED AS N. 88°40'00" W.), 1069.63 FEET; THENCE N. 01°49'32" E., 238.05 FEET; THENCE N. 88°51'06" W. 183.01 FEET; THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SECTION 8 (AS MONUMENTED), N. 01°49'32" E., 2187.84 FEET; THENCE S. 89°22'23" W., 1252.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.91 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING OLD U.S. 23 HIGHWAY (120 FOOT WIDE) AND HYNE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

Planner

From: Ken Recker <KRecker@livgov.com>
Sent: Friday, August 21, 2015 6:32 PM
To: Planner
Cc: Michelle LaRose; Jacob Rushlow (jacob.rushlow@ohm-advisors.com); David Willacker; Paul Lewsley
Subject: RE: Deerfield preserve, Brighton Twp, Sec. 8.

Kelly,
I put up a copy of the 2002 Inspection report, and some correspondence pertaining to the drain, in a dropbox folder. You can access the report here:
https://www.dropbox.com/sh/6lyat5o0w9mm79e/AACkN_0aiEAQpLbNMKKogfXya?dl=0

The recommendations from 2002 are on page 8 of the report. We substantially completed most the items outlined by Spicer within a few years of this 2002 report. Even so, at the time of the Deerfield Preserve original submittal, an allowable discharge rate of .05 cfs/acre was being used for developments in the watershed. This is 25% of the allowable maximum of 0.2 cfs/acre (for the 100 year event).

Pages 54 and 55 (after the report) include a brief history on the drain.

We have had several incidents of tile failure at the outlet into School Lake over the last several years, to the point I'm on a first name basis with Paul Liebold (landowner at the drain outlet). The existing corrugated metal pipe to the south of Parklawn was installed in the 1940's and is at the end of it's useful life, and most segments of the drain (outside the small portion improved north of Parklawn in the mid-1990's, and a small portion done by the Road Commission during Old 23 improvements ten years ago) are undersized for the tributary area served.

In conclusion I'm not certain that the drain can sustain the historical .05 cfs/acre outflow rate we previously approved for the Deerfield Preserve Development.

If you have any further questions let me know.

Kenneth E. Recker, II, P.E.
Chief Deputy Drain Commissioner

-----Original Message-----
From: Planner [mailto:planner@brightontwp.com]
Sent: Friday, August 21, 2015 9:48 AM
To: Ken Recker
Subject: FW: Deerfield preserve, Brighton Twp, Sec. 8.

Ken -

Are you going to be doing a review? I have a PC meeting scheduled for Mon. 8/31 so if I could get a letter this coming week that would be great.

Thanks,

Kelly

-----Original Message-----
From: Ken Recker [mailto:KRecker@livgov.com]
Sent: Friday, August 21, 2015 9:45 AM
To: David Willacker <dlwillacker@gmail.com>
Cc: Michelle LaRose <MLaRose@livgov.com>; Paul Lewsley <pjlewsley@ameritech.net>; Planner <planner@brightontwp.com>
Subject: RE: Deerfield preserve, Brighton Twp, Sec. 8.

David,
We haven't sent your site plan over to Paul for re-evaluation, although something along those lines does appear to be mentioned in the Township Engineer's review letter.

I'll discuss this with my engineer and the Township, and get back to you. If it is necessary for us to do a review, we'll need to collect a review fee.

Have a good weekend,

Ken

-----Original Message-----
From: David Willacker [mailto:dlwillacker@gmail.com]
Sent: Thursday, August 20, 2015 7:30 AM
To: Ken Recker
Subject: Re: Deerfield preserve, Brighton Twp, Sec. 8.

Good Morning Ken,

Thank you for providing your Deerfield Preserve documents via your drop box. They were useful and have been down loaded. You can free up your drop box space at your convenience.

I understand from your message that you have sent our file to Paul Lewsley to re-evaluate our outlet to Brighton County Drain No. 4, before re-approving our site plan. Do you have a time line on his re-evaluation? We are slated to go before the Brighton Planning Commission on August 31st and his re-evaluation is a piece of that process. Is there any way that I can be of assistance? Please let me know. Thank You.

Dave Willacker
Wil-Pro Development Company
248.921.6011 - cell

On 8/13/15, Ken Recker <KRecker@livgov.com> wrote:
> Dave,
> All of our plan correspondence from final approval in 2006 through
> 2007 is here (ctrl+click on
> link)<https://www.dropbox.com/sh/ir9tjvsdxkz7y0f/AACAeeKO58hzHPydbVVnQg8Ta?dl=0>.
>
> When you've got what you need let me know so I can free up my dropbox
> space.
>

> My review engineer has been out of town, but I'll put it on his list
> to discuss the job with me when he gets back in. I know that the
> outlet to the property, which is the Brighton No. 4 County Drain, has
> deteriorated over the last 9.5 years. The engineers outlet
> certification for this development, as recorded in the Agreement
> adding lands from part of this condominium to the drainage district
> back in 2006, probably needs to be re-evaluated.
>
> Have a good afternoon,
>
> Kenneth E. Recker, II, P.E.
> Chief Deputy Drain Commissioner
>
>

Brian Jonckheere

2300 E Grand River, Suite 105
Howell, Michigan 48843-7581
(517) 546-0040
Fax (517) 545-9658

September 10, 2002

Ms Marcia Strong, Manager
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48116

RE: Brighton No. 4 Drain

Dear Ms. Strong

As a follow-up to our conversation of September 9, 2002, enclosed for your review and possible action by the Brighton Township Board is a resolution that will allow this office to spend funds in excess of the yearly allotted maintenance amount to make necessary repairs to the Brighton No 4 Drain

This resolution is being submitted in an effort to address ongoing drainage problems in the upper reaches of the watershed, to the west of Old US-23 Office staff completed an inspection of the drain Results of the inspection indicate the drain on the west side of Old US-23 has insufficient slope, which is contributing to backwater conditions in the area of Sherlynn Drive and Mevis Drive

The proposed project consists of the installation of 995 feet of 18-inch pipe at a grade of 0 20, starting on the east side of Old US-23 and continuing to the southerly boundary of the of Lots 43 and 44 of the Country Side Estates Subdivision The pipe crossing under Old US-23 will be bored to avoid disturbance of the pavement

Since the total project cost is estimated at $40,000, a continuing resolution is required by the Township Board to exceed the statutory maintenance expenditure limit of $5,000 per year Since funds already exist in the drain fund for this project in excess of $40,000, no assessment will be required If the resolution is adopted, please send us an executed original copy for our records

Please contact either Commissioner Jonckheere or me if you should have questions or require additional information We will be happy to attend the September 17, 2002, Board meeting if necessary

Sincerely,

Kenneth Recker, II
Chief Deputy Drain Commissioner

Enclosure

cc George Masinda, LCRC

H \KER Backup\Forms\AUTHORIZATIONTOEXCEED WPD

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
CHARTER TOWNSHIP OF BRIGHTON

RESOLUTION

WHEREAS the Livingston County Drain Commissioner has advised the Brighton Township Board of Trustees that, pursuant to Section 196 of the Michigan Drain Code (MCL 280 196, MSA 11 1196), an inspection has been made of the Brighton No 4 Drain and, as a result of the inspection, it has been determined that certain maintenance must be performed upon the Drain, and,

WHEREAS the Livingston County Drain Commissioner has the authority to expend two thousand five hundred and no/40 dollars ($2,500 00) per mile in any one (1) year for the interim maintenance of the drain, and where it is estimated that expenditures in excess of two thousand five hundred and no/40 dollars ($2,500 00) per mile are necessary, those amounts may not be expended until approved by resolution of the governing body of each township, city, and village affected by more than 20% of the cost, and,

WHEREAS the Livingston County Drain Commissioner has advised the Brighton Township Board of Trustees that it will be necessary to expend funds in excess of two thousand five hundred and no/40 dollars ($2,500 00) per mile for the interim maintenance of the Brighton No 4 Drain and that the Township of Brighton is affected by more than 20% of the costs, and,

WHEREAS the Livingston County Drain Commissioner, estimates that the cost for the maintenance of the Brighton No 4 Drain will be approximately forty thousand and no/100 dollars ($40,000 00), which constitutes thirty five thousand and no/100 dollars ($35,000 00) in excess of the authorized two thousand five hundred and no/40 dollars ($2,500 00) per mile

NOW, THEREFORE IT IS HEREBY RESOLVED by the Brighton Township Board of Trustees that, pursuant to Section 196 of the Drain Code, the Livingston County Drain Commissioner is authorized to expend money for the maintenance and repair of the Brighton No 4 Drain in excess of two thousand five hundred and no/100 dollars ($2,500 00) per mile

RESOLUTION approved this _____day of _____, 2002, by the Brighton Township Board of Trustees, governing body of The Charter Township of Brighton

BOARD OF TRUSTEES OF BRIGHTON TOWNSHIP

By _____

_____

_____

_____

_____

I, the undersigned, being the duly qualified and acting Clerk of the Charter Township of Brighton, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Brighton Township Board of Trustees at a meeting held on the _____day of _____, 2002

_____
Brighton Township Clerk

H \Doug\Old Files\authorization to exceed, Brighton No 4 wpd

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
CHARTER TOWNSHIP OF BRIGHTON

RESOLUTION

WHEREAS the Livingston County Drain Commissioner has advised the Brighton Township Board of Trustees that, pursuant to Section 196 of the Michigan Drain Code (MCL 280 196, MSA 11 1196), an inspection has been made of the Brighton No 4 Drain and, as a result of the inspection, it has been determined that certain maintenance must be performed upon the Drain, and,

WHEREAS the Livingston County Drain Commissioner has the authority to expend two thousand five hundred and no/40 dollars ($2,500 00) per mile in any one (1) year for the interim maintenance of the drain, and where it is estimated that expenditures in excess of two thousand five hundred and no/40 dollars ($2,500 00) per mile are necessary, those amounts may not be expended until approved by resolution of the governing body of each township, city, and village affected by more than 20% of the cost, and,

WHEREAS the Livingston County Drain Commissioner has advised the Brighton Township Board of Trustees that it will be necessary to expend funds in excess of two thousand five hundred and no/40 dollars ($2,500 00) per mile for the interim maintenance of the Brighton No 4 Drain and that the Township of Brighton is affected by more than 20% of the costs, and,

WHEREAS the Livingston County Drain Commissioner, estimates that the cost for the maintenance of the Brighton No 4 Drain will be approximately forty thousand and no/100 dollars ($40,000 00), which constitutes thirty five thousand and no/100 dollars ($35,000 00) in excess of the authorized two thousand five hundred and no/40 dollars ($2,500 00) per mile

RECEIVED

DRAIN OFFICE
HOWELL, MICH

NOW, THEREFORE IT IS HEREBY RESOLVED by the Brighton Township Board of Trustees that, pursuant to Section 196 of the Drain Code, the Livingston County Drain Commissioner is authorized to expend money for the maintenance and repair of the Brighton No 4 Drain in excess of two thousand five hundred and no/100 dollars ($2,500 00) per mile

RESOLUTION approved this 17th day of ~~August~~ September, 2002, by the Brighton Township Board of Trustees, governing body of The Charter Township of Brighton

BOARD OF TRUSTEES OF BRIGHTON TOWNSHIP

ayes:

By Rogers, Ward, Prine, Wilkinson, Sullivan, Slaton, Harmon.

Nays: None

I, the undersigned, being the duly qualified and acting Clerk of the Charter Township of Brighton, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Brighton Township Board of Trustees at a meeting held on the 17th day of September, 2002

Brighton Township Clerk

H \Doug\Old Files\authorization to exceed Brighton No 4 wpd

P+E

BRIGHTON No. 4 DRAIN

BRIAN JONCKHEERE

LIVINGSTON COUNTY DRAIN COMMISSIONER

PREPARED BY

SPICER GROUP, INC.

NOVEMBER 2002

Table of Contents

Inspection Report 3
Intent of the Inspection Report 3
Summary of Inspection 3
Inspection Map 5
Action Items 5
Maintenance Log 6
Hydrological and Hydraulic Analysis 6
Proposed 2002 Improvements 6
Hydrological Analysis 6
Hydraulic Analysis 6
Results 7
Conclusions and Recommendations 8

Appendix A
Appendix B
Appendix C
Appendix D

THIS REPORT OUTLINES THE INSPECTION PERFORMED ON OCTOBER 21 FOR THE BRIGHTON NO. 4 DRAIN AS SHOWN ON THE FOLLOWING MAP:

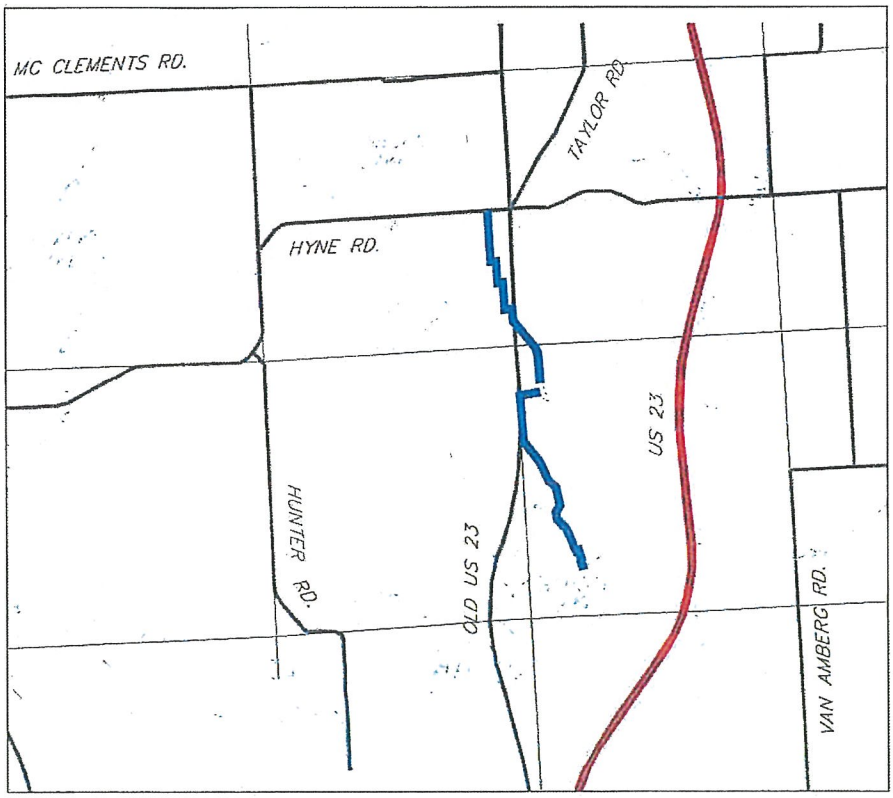


Figure 1 – Locations of Drain Inspected and Outlined in this Report

Inspection Report

Intent of the Inspection Report

The intention of this report is as follows:

1. Document and inventory the condition of the drain.

2. Provide recommendations for normal maintenance, as necessary, so that the drain operates and functions for the purposes it was previously designed and constructed, as well as incorporating erosion controls measures in critical areas.

3. Have documentation of the drain and maintenance to the drain.

4. Locate and record county drain outfalls to assist with the Illicit Discharge Elimination Plans (IDEP) for NPDES Phase II (Appendix C).

Summary of Inspection

The drain has been divided into reaches that have similar characteristics. The following paragraphs provide a general description of the drain. The stationing is based from the Drain Commissioner's plan and profile map of the Brighton No. 4 Drain (Appendix D).

Sta. 0+00 to Sta. 4+47 -This reach of the drain is tiled and extends from its outlet (School Lake) upstream to Catch Basin No. 1 (CB No. 1) located near Parklawn Road. The drain outlet is an 18-inch C.M.P. that is submerged in School Lake and is partially rusted. From there, storm sewer traverses through a lawn area with a very narrow right of way between houses to a riser structure and then to CB No. 1. The riser structure is a 3-foot diameter corrugated HDPE manhole resting on top of a concrete drop structure. The riser had an 18" tile running though it, the tile is concrete on the downstream side and the inlet is HDPE. The HDPE riser pipe was perforated and had a rim elevation that seemed to be higher than Parklawn Road. CB No. 1, which is approximately 15 feet north of the riser structure, is the tile inlet structure for normal and low flow conditions. CB No.1 was covered by debris at the time of the inspection. The debris was removed, however, this location should be monitored.

Sta. 4+47 to Sta. 7+10 – This short reach of open drain that extends north from CB No. 1 approximately 325 feet. The drain along this reach has heavy grass growth and 6 to 12 inches of sediment. At the upstream end of this reach, the tile outlet of the county drain is ¾ submerged with stagnant standing water and sediment near the outlet. A dip out of this reach of open drain and the construction of a sedimentation basin is likely to eliminate the submerged condition of the upstream tile outlet.

Sta. 7+10 to Sta. 17+41 – This reach of the drain is tiled with an 18" R.C.P. The reach begins with a flared end outlet into an open drain and ends with a flared end section inlet from an open drain (just upstream of CB No. 6). The tile has a series of catch basins which provide a drainage outlet for three undeveloped wooded parcels. Around several of the catch basins the ground was low as if it had settled. It was estimated that the settling is post construction consolidation and not sinkholes; however, the area should be monitored to insure the condition does not worsen (as it would if it were sinkholes). There was intermittent brush growth throughout the drain R.O.W. and over the tile. In the future, this could result in root intrusive into the tile. If this is a concern, brush over the tile should be sprayed or removed. At the time of the inspection, this reach of the drain appeared to be functioning efficiently and was in good condition expect for the submerged outlet.

Sta. 17+41 to Sta. 29+15 – This reach of the drain is an open channel that extends from just upstream of CB No. 6 to Old US 23. Along this reach the drain was 4 to 7 feet deep with a 4-foot bottom and near 2 hor. on 1 vert. side slopes. Soil conditions ranged from muck, to gravel, to gray sand. The land to the left of the drain was wooded and the land to the right was residential. The apparent low house elevation to the right was approximately 1 foot higher than the top of bank of the drain. There was some stagnant water to a depth of approximately 4 inches that could be eliminated with a minor dip out to restore positive grade. Minor debris/yard waste disposed by adjacent landowners and minor bare spots were observed along the drain. Several concrete property corners were located in the centerline of the drain. In general, the hydraulic capacity of the channel was efficient.

Sta. 29+15 to Sta. 40+49 – In this reach, the drain was tiled with a 12". This reach parallels old US 23 and then turns east and ends at an inline detention basin. This reach of the drain is the outlet for the inline detention basin and also services an area to the west of Old US 23 via a culvert north of sta. 37+78. The tile in the reach includes sections of concrete, dual wall plastic and single wall plastic. The drain through this reach has a series of catch basins that collect runoff. At the detention basin, there is a riser structure that is a 3-foot diameter HDPE pipe with approximately 19 one-inch holes and a welded steel rebar grate which serves as an overflow. Approximately half of holes were clogged by debris. The steel grate rim elevation at the riser pipe was approximately 1.35 feet lower than the lowest walk out basement at the detention basin. The apparent overland emergency overflow for the detention basin is approximately 2 feet higher than the low walkout basement. Where the tile outlets into the open drain there was a HDPE flared end section. Near the outlet there was also a concrete flared end section that was eroded and undermined. Several catch basins in this reach had sediment build-ups.

Sta. 42+69 to Sta. 50+40 – This reach of the drain is tiled with a 12" HDPE that extends north from the outlet into the inline detention basin through a series of rear lot lawn areas to CB No. 11 just north of Covington Road. The tile along this reach is a perforated 12" dual wall HDPE pipe. At the outlet into the detention basin, the perforations along the bottom of the pipe are causing some erosion problems. It is recommended that a section of the perforated tile be replaced with non-perforated tile to prevent further erosion and a splash pad be installed where existing erosion is evident.

Sta. 50+40 to Sta. 61+95 – This reach of the drain extends form CB No. 11 to CB No. 13 and is in poor condition and is not hydraulically efficient. The drain traverses through some opens areas downstream of Old US 23 and a paved parking lot upstream of the old highway. Fences at several locations in this reach restrict access to the drain. The drain office currently intends to replace this majority of this reach with an 18-inch tile. At old US 23 there is a 36" concrete culvert that conveys overland flow though the highway. From CB No. 11 to CB No. 13, the drain consists of 12-inch dual and single walled HDPE pipes. Upstream of the 36"culvert, the HDPE tile is 75% full of sediment. No maintenance action items were suggested for this reach of the drain due to the forthcoming improvements that would render them obsolete.

Sta. 61+95 to Sta. 82+80 – This reach of the drain is tiled and extends from CB No. 13 to the point of end of the drain just north of Hyne Road. In the lower portion of this reach, the drain traverses through lawn areas of rear and side lots of a subdivision and the ROW is narrow between houses. In the upper portion of this reach the drain traverses though woodland and swampland areas. The exact upstream location of the drain was not found and the condition and functionality of the upper portion of this reach is not known. In the lower portion of this reach, the tile is a 12" HDPE and there is a series of catch basins that provide a drainage outlet for the subdivision.

Inspection Map

The attached inspection maps (Appendix A) provide a key to the locations where photographic observations were made (photos Appendix A) and NPDES Phase II County Drain Outfalls were located (Outfall survey sheets Appendix C). It also shows the different areas of the drain as described in the Inspection Summary. Finally, these maps provide a key to the actions that are recommended in the Action Items Section.

Action Items

The action items provide recommendations to address localized erosion and maintenance concerns along the drain. Detailed engineering calculations were not completed in the development of the recommendations. They have been estimated to be appropriate, based on field observations and experience.

Action Item No. 1 – Medium Priority

Dip out bottom of open drain and construct a small sedimentation basin to create a smooth flow line from the 18" tile outlet to CB No. 1. Remove debris from CB No. 1 inlet.

Action Item No. 2 – Low Priority

Monitor settling around CB No. 2, 3, 4, 5 and 6 to ensure that they are not sinkholes. The settling does not appear to be sinkholes.

Action Item No. 3 – Low Priority

Spray or clear brush over storm sewer system as needed to address possible future root intrusion into existing 18" tile.

Action Item No. 4 – Low Priority

Dip out upper end of open drain to improve flow line and reduce standing water in front of homes. Clear debris and yard waste from drain centerline and seed intermittent bare spots.

Action Item No. 5 – Medium Priority

Adjust concrete flared end section and place riprap around outlet in existing eroded areas.

Action Item No. 6 – High Priority

Lower rim elevation of CB No. 8A and re-grade, stabilize banks and cleanout sediment from catch basin and road culvert.

Action Item No. 7 – High Priority

Modify pond outlet structure to increase inlet capacity. Current configuration is prone to plug and additional area for inlet capacity would be appropriate.

Action Item No. 8 – High Priority

Replace 20 lineal feet of outlet tile with non-perforated dual wall HDPE and place riprap around outlet in existing eroded areas.

Action Item No. 9 – Medium Priority

Repair sinkholes around CB No. 14.

Maintenance Log

A maintenance log should be kept to track the maintenance activity performed for the recommended action items. This log will document the Drain Office's proactive maintenance approach.

Hydrological and Hydraulic Analysis

Proposed 2002 Improvements

Due to continuous flooding problems in the upstream subdivisions west of Old US 23 along Sherlynn Drive and Mavis Road, the Livingston County Drain Commissioner's office has proposed installation of a new 18-inch tile from CB No. 11 to CB No 13. The intent of the proposed improvements would favorably affect the drainage districts upstream of CB No. 13 by correcting the negative grade situation and providing an increase in hydraulic capacity to an undersized and clogged segment of the drain.

In an effort to quantify the potential impacts as a result of the proposed improvements, a hydrologic and hydraulic computer model of the drain was developed with the use of XP-SWMM. The model was used to compare existing and proposed conditions and determine the foreseeable improvements at the upstream subdivisions and impacts at the downstream detention basin.

Hydrological Analysis

The objective of the hydrological analysis was to calculate flow rates for a 2, 5, 10 and 100-year return frequency design storm event. The XP-SWMM computer model was utilized for the hydrological calculations and was correlated with the MDEQ method for calculating flow from small-ungaged watersheds (Appendix B).

Hydraulic Analysis

The objective of the hydraulic analysis was twofold; 1) Determine the change in maximum water elevation and 2) determine the change in flood duration at the upstream subdivision and downstream detention basin for a 2, 5, 10 and 100-year return frequency design storm event. The items listed below were parameters and assumptions used in modeling the drain and determine the consequences at the two specific areas of concern:

1. The drainage district line provided by the Livingston County Drain office was used and divided into 8 sub districts for design purposes (Map in Appendix B). Based on field observations, engineering judgment and USGS maps, the following was determined:

- Area G1 contributes a negligible amount of peak runoff to the Brighton No. 4 Drain due to the fact that it has its own natural water retention area that appears to be lower than the county drain.

- The newer subdivisions in the drainage district have storm water detention basins and were assumed to have runoff rates similar to undeveloped land.

2. The natural wetland area at Hynes Road was assumed to provide substantial storm water detention capacity and would not overflow into the subdivision until water reaches an elevation of 963.00 ft. It was estimated that 189 ac. (Area G) acres drain to the wetland area and very little peak runoff is conveyed downstream. Furthermore, the wetland area was viewed as a permanent storm water detention facility and hydraulic capacity to drain the peak flow from this drainage area was not considered necessary. The volume of storm water detention in the wetland area and the overland overflow elevation were estimated from existing maps. Fieldwork and detailed surveys would be necessary to further substantiate these assumptions.

3. The low catch basin within the subdivision along Sherlynn Drive and Mervin drive was measured to be 958.47 ft. and the apparent low house in the subdivision was measured to be 961.11 ft. It was assumed that water would pond within the subdivision to an elevation of 961.23 ft., at which point runoff would overflow over the party store parking lot towards the catch basin under Old US 23. Furthermore, the subdivision was modeled as one sub-district to determine the general impacts of the installation 18" outlet. Intermediate losses at individual catch basins and pipe reaches were not included in the model, it was assumed runoff from the subdivision adequately reaches the 18" outlet.

4. The low walk out basement elevation around the detention basin was measured to be 951.66 ft. and the overland overflow elevation 953.61 ft. Storage capacity below the invert of outlet pipe was not considered even though at the time of the inspection the water elevations are currently below the outlet pipe invert. It was also assumed in the model that the existing 12" storm sewer and not the riser structure controlled hydraulic capacity at the detention basin outlet.

5. Three models of the storm sewer system were analyzed; one for existing system in which the inverts and rim elevations from the Drain office survey was used. The other was for proposed conditions, assuming that an 18 inch tile is placed from catch basin 13 to catch basin 11 (Proposed No. 1). Finally another model was created assuming that the 18 inch tile is placed from catch basin 13 to the detention basin (Proposed No. 2). For all three options, overland flow runoff is routed through the 36-inch culvert under Old US 23. In all models, including the one for existing conditions, it was assumed that all storm sewer pipes were free of debris or clogging and effectively conveyed their hydraulic capacity.

Results

As shown in Graph No.1 and No.2 (Appendix B) based on the XP-SWMM existing system model, the maximum water elevation in the upstream subdivision ranged from 959.74 for the 2-year design storm to 961.35 feet for the 100-year design storm. Surface flood durations for a 6-hour design rainfall event ranged from 1 day for the 2-year design storm to 3.5 days for 100-year design storm. As a result, surface flooding of low areas can be expected annually and flooding of the lowest homes can be expected for storm events in excess of a 10-year design. It should be noted that since the storm sewer system does not have full capacity due to clogging and debris, flooding is likely to occur at higher frequency storm events than modeled.

As shown in Graphs No.3 and No.4 (Appendix B) based on the XP-SWMM existing system model, at the inline detention basin water elevations varied from 949.27 for the 2-year design storm to 953.72 for the

100-year design storm. The duration of elevated levels in the basin for a 12-hour design rainfall event ranged from 1½ days for the 2-year design to 7 days for the 100-year design event. The elevation of the lowest finished floor is 951.66 and this home would be have approximately 0.85 ft of freeboard for the 10-year design storm event and would be flooded by approximately 2 feet for the 100-design year storm event. Several other houses around the detention basin were also modeled to flood for the 100-year design flood event.

Based on the XP-SWMM model of the improvements proposed by the drain office, reductions in flood depth and duration at the upstream subdivision would occur. As shown in Graphs No.1 and No. 2, the maximum water elevations would be reduced by 0.96 feet for the 2-year design and 0.91 feet for the 100-year design storm. For a 6-hour design rainfall event, flood durations would be reduced by 1 day for a 2-year design and 2.5 days for a 100-year design.

In the proposed model, maximum water elevations in the detention basin increased by 0.18 feet for the 2 year-design storm and by 0.25 feet for the 10- year design storm. The free board for the low walk out basement would be 1.3 feet for the 5-year design storm and 0.6 feet for the 10-year design storm. Flooding of homes can be expected for storm events in excess of the 10-year design storm.

Conclusions and Recommendations

Based on the above results, we consider the proposed improvements beneficial for common rainfall events such as the 2-year and 5-year design storm. The proposed improvements reduce the upstream flooding problems observed and the downstream storm water detention basin has adequate capacity to handle these storms events. Based on this we recommend the construction of these improvements.

Upon final design of the proposed improvements, the following should be considered:

1. The elevation over the proposed 18" tile through the paved parking lot just upstream of the old highway should be graded so an overland flow elevation of 960 is not exceeded. This will provide an emergency overflow from the upstream subdivision 1 foot lower than the existing low house or elevation.

2. The proposed 18" storm sewer should be extended as far upstream into the subdivision as possible.

3. The 36" culvert under the old highway should be maintained.

Flooding that exceeds the first floor elevation of house will occur during large storm events. Although the proposed design does not substantially increase downstream water elevations and does not flood houses for the 10-years design storm, we do recommend that additional improvements for flood protection be considered. One basis for this is that storm water is detained for long durations and in wet years, spring events, or multiple storm events, existing in system detention may be partially full. We would recommend the following as options to further improve the hydraulic capacity of this system.

1. Construct additional storm water detention in the district. Two possible alternatives to be considered are the construction of a regional storm water detention basin on the township property near the fire station or the use of an existing low area in sub district G1.

2. Improve the hydraulic capacity downstream of the existing inline storm water detention basin.

3. Implement measures to flood proof or mitigate damage to flood prone structures.

Appendix A

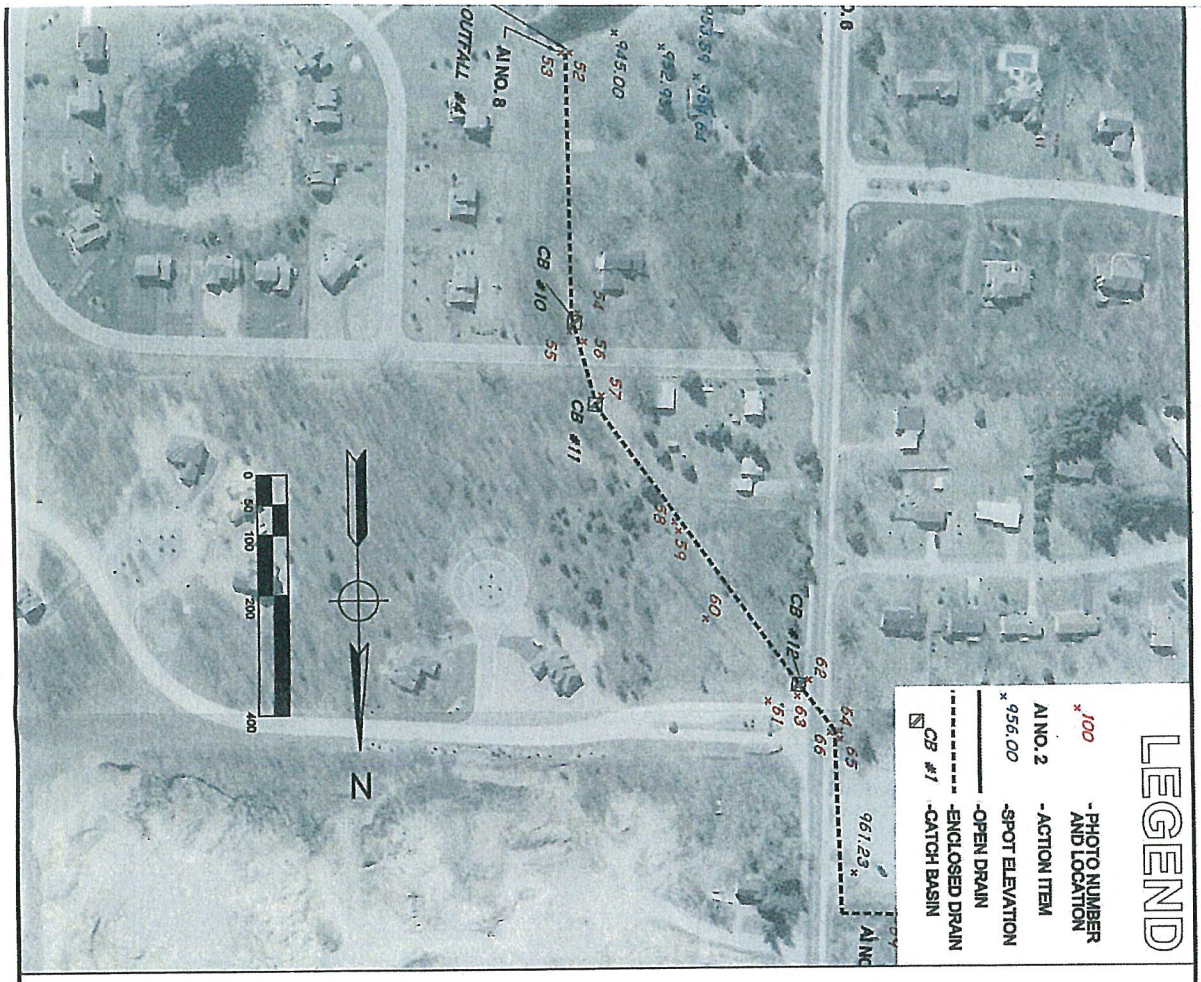
Inspection Maps

Photographs

Appendix A

Inspection Maps

Photographs



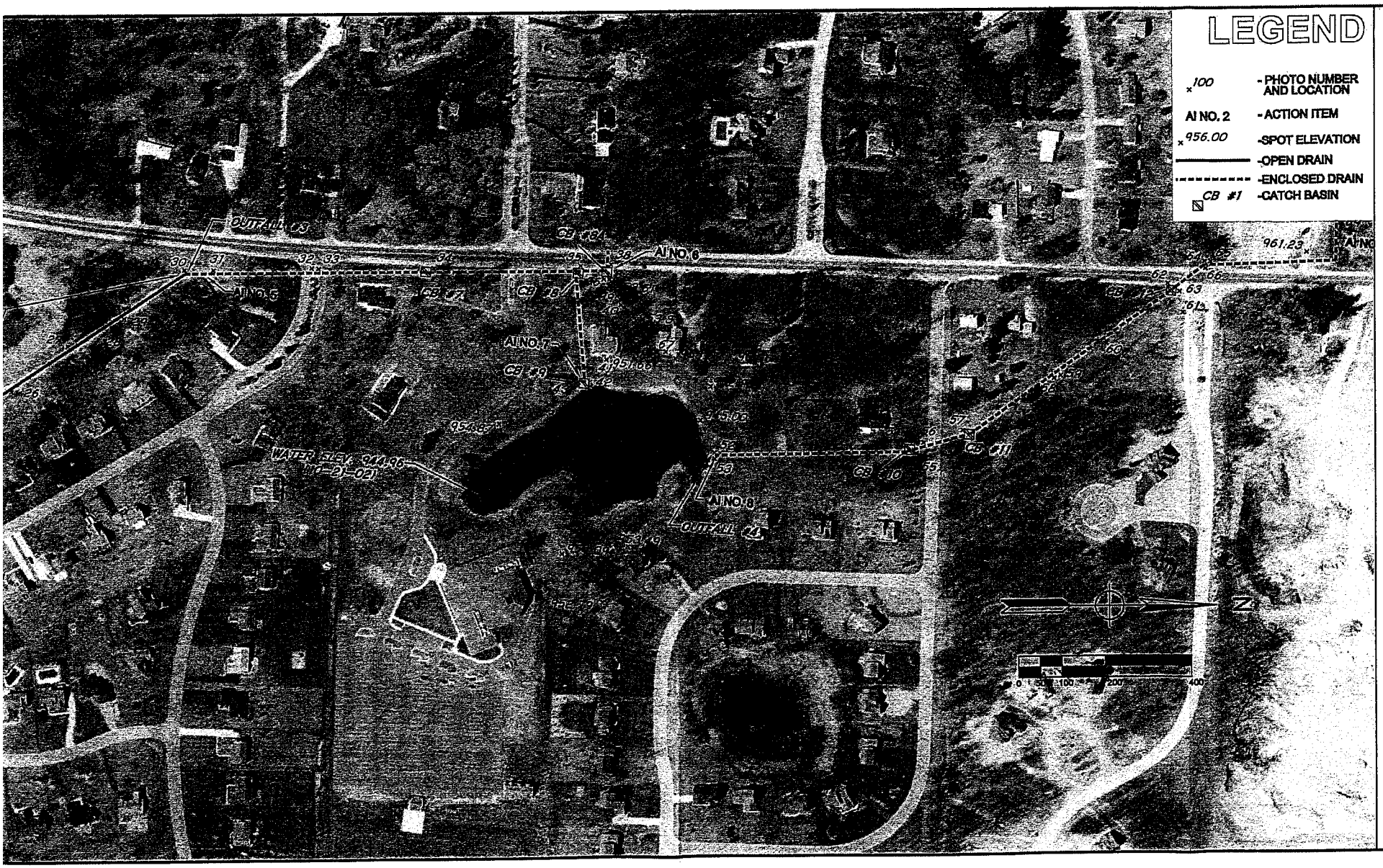
REPORT MAP
JOB #105752.02

2002 INSPECTION MAP OF:

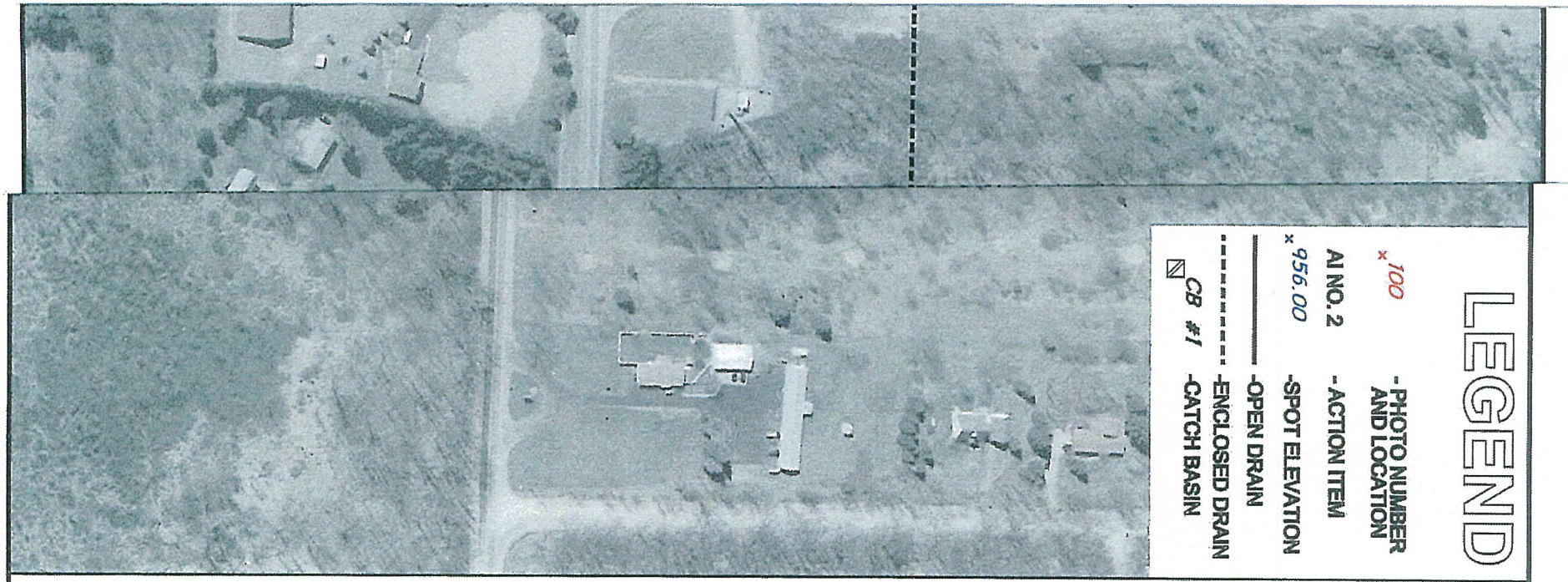
BRIGHTON NO. 4 DRAIN
LIVINGSTON COUNTY, MICHIGAN

2002 INSPECTION FOR:

BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER


LEGEND
100 - PHOTO NUMBER AND LOCATION
AI NO. 2 - ACTION ITEM
956.00 -SPOT ELEVATION
-OPEN DRAIN
-ENCLOSED DRAIN
CB #1 -CATCH BASIN
AI NO. 5
AI NO. 6
AI NO. 7
AI NO. 8
OUTFALL #3
OUTFALL #4
CB #7
CB #8
CB #9
CB #10
CB #11
CB #12
WATER ELEV. 944.86
961.23
N
0 50 100 200 400

REPORT MAP



LEGEND

- x 100 - PHOTO NUMBER AND LOCATION
- AI NO. 2 - ACTION ITEM
- x 956.00 - SPOT ELEVATION
- OPEN DRAIN
- ENCLOSED DRAIN
- CB #1 - CATCH BASIN

REPORT MAP
JOB #105752.02

2002 INSPECTION MAP OF:

BRIGHTON NO. 4 DRAIN
LIVINGSTON COUNTY, MICHIGAN

2002 INSPECTION FOR:

BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER

Spicer group ©2002

REPORT MAP
JOB #105752.02

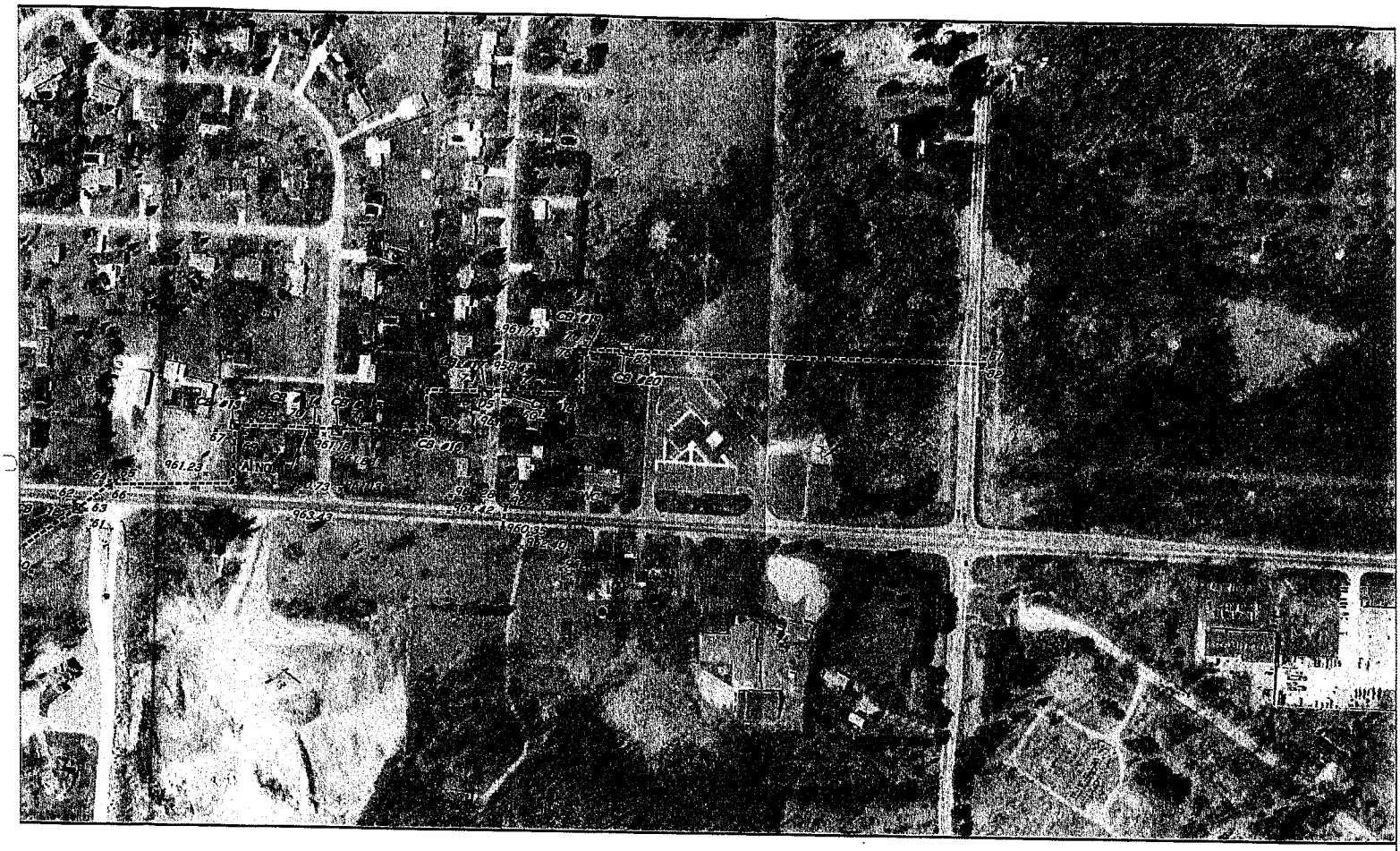
spicer group

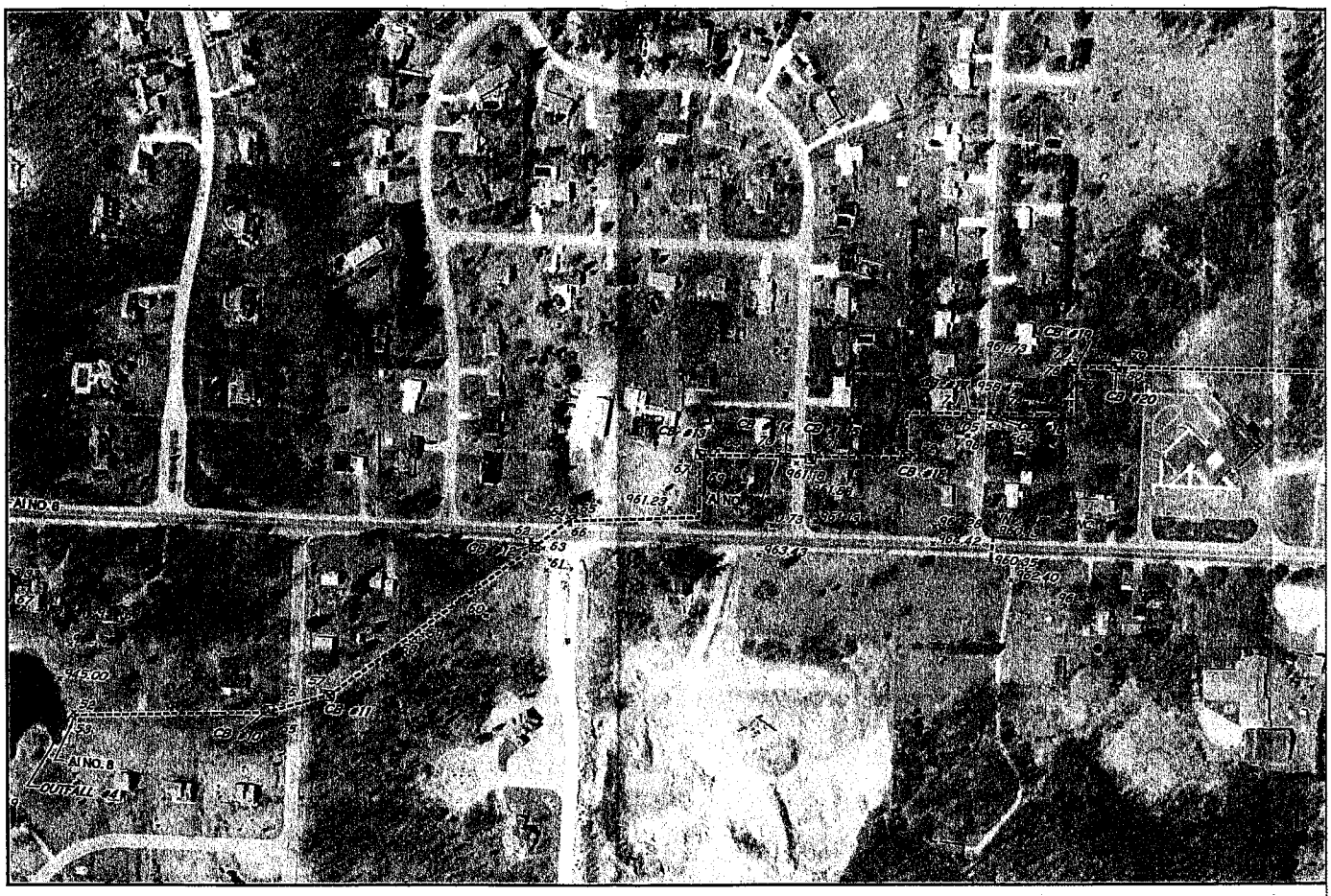
2002 INSPECTION MAP OF:

BRIGHTON NO. 4 DRAIN
LIVINGSTON COUNTY, MICHIGAN

2002 INSPECTION FOR:

BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER




AI NO. 6
AI NO. 8
OUTFALL

Name: 01
Description: 18-inch CMP Outlet Pipe at School Lake

Name: 02
Description: Looking Downstream in Line with Outlet Pipe

Name: 03
Description: Looking Upstream from Outlet at School Lake

Name: 04
Description: Narrow R.O.W. Between Buildings

Name: 05
Description: Looking Upstream from Parklawn Road

Name: 06
Description: Looking Downstream from Riser Pipe
Across Parklawn Road

Name: 07
Description: Riser Pipe No. 1

Name: 08
Description: Catch Basin No. 1

Name: 09
Description: Open Drain Section Upstream of Catch Basin No. 1

Name: 11
Description: 18-inch Concrete Flared End Section

Name: 12
Description: Looking Upstream from Outfall No. 2

Name: 13
Description: Catch Basin No. 2

Name: 14
Description: Catch Basin No. 3

Name: 15
Description: Catch Basin No. 5

Name: 16
Description: Looking Upstream from Catch Basin No. 5

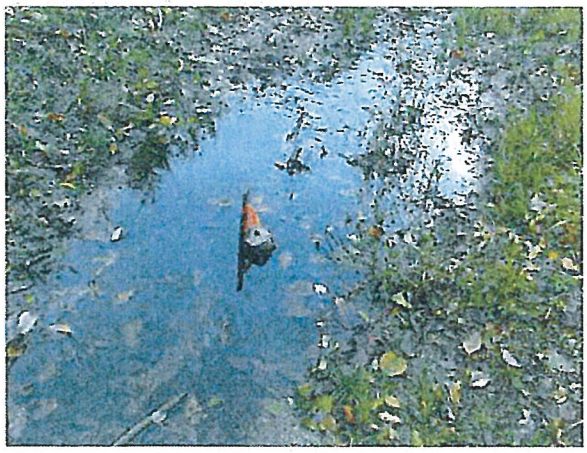
Name: 17
Description: Catch Basin No. 6

Name: 18
Description: Subdivision Storm Water Detention Basin

Name: 19
Description: Subdivision Storm Water Detention Basin

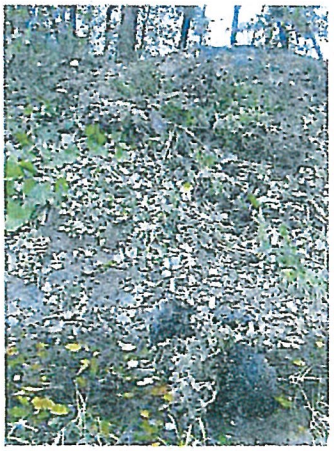
Name: 20
Description: Inlet to Tiled Drain
18-inch Concrete Flared End Section

Name: 21
Description: Looking Upstream from Start of Open Drain Section



Name: 22
Description: Property Stake in Ditch

Name: 23
Description: Wooden Footbridge



Name: 24
Description: Yard Waste in Drain

Name: 25
Description: Looking Downstream along Open Drain

Name: 26
Description: Looking Upstream along Open Drain

Name: 27
Description: Intermittent Bare Spots along Open Drain

Name: 28
Description: Apparent Low Walkout
1 Foot +/- Highter than Top of Bank

Name: 29
Description: Stagnant Water with Algee Growth
3 to 4 Inches Deep

Name: 30
Description: 12-inch Single Walled HDPE with Flared End Section
End Open Drain Section

Name: 31
Description: 15-inch Concrete Flared End Section

Name: 32
Description: Looking Downstream Along Old US 23

Name: 33
Description: Looking Upstream Along Old US 23

Name: 34
Description: Catch Basin No. 7

Name: 35
Description: Catch Basin No. 8

Name: 36
Description: Catch Basin 8A

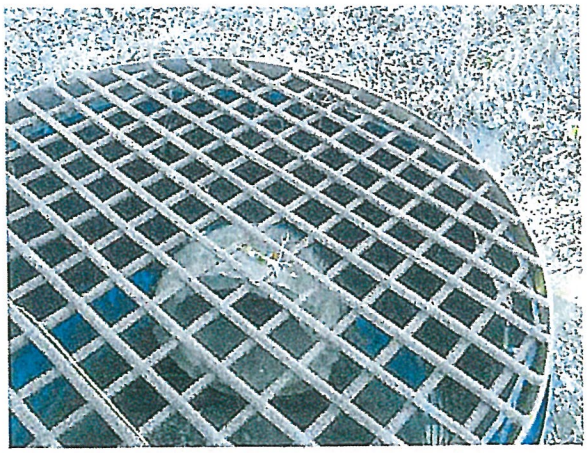
Name: 37
Description: Catch Basin 8A

Name: 38
Description: Cross Culvert under Old US 23

Name: 39
Description: Emergency Overflow Looking Downstream
Inline Detention Basin

Name: 40
Description: Emergency Overflow Looking Downstream
Between Buildings
Inline Detention Basin

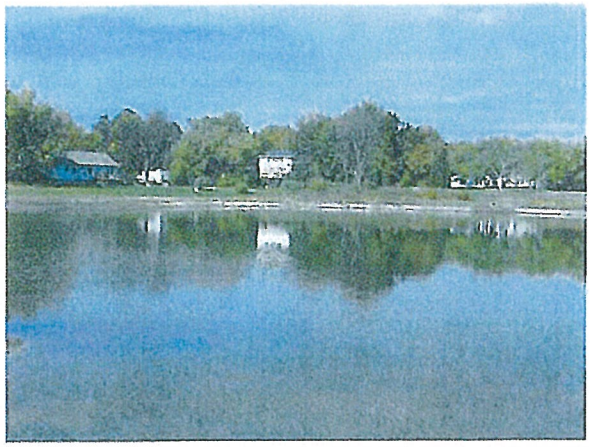
Name: 41
Description: Catch Basin No. 9/Detention Riser Pipe



Name: 42
Description: 12-inch Concrete Outlet Pipe

Name: 43
Description: Riser Pipe/Some Holes in Pipe
Blocked by Debris

Name: 44
Description: West Side of Inline Detention Basin/Low Walkout

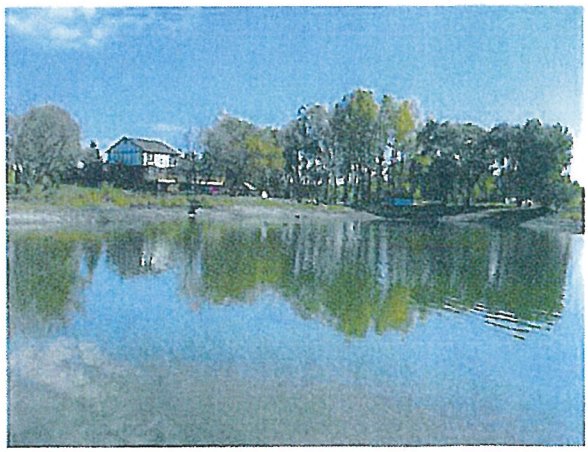


Name: 45
Description: North West Side of Inline Detention Basin

Name: 46
Description: North Side of Inline Detention Bsain

Name: 47
Description: North East Side of Inline Detention Basin

Name: 48
Description: East Side of Inline Detention Basin



Name: 49
Description: South East Side of Inline Detention Basin

Name: 50
Description: South Side of Inline Detention Basin

Name: 51
Description: South West Side of Inline Detention Basin

Name: 52
Description: 12-inch Perforated Dual Wall HDPE Outlet into Inline Detention Basin

Name: 53
Description: Outlet into Inline Detention Basin

Name: 54
Description: Catch Basin No. 10

Name: 55
Description: Looking Downstream from Catch Basin No. 10

Name: 56
Description: Looking Upstream from Catch Basin No. 10 Across Carington Road

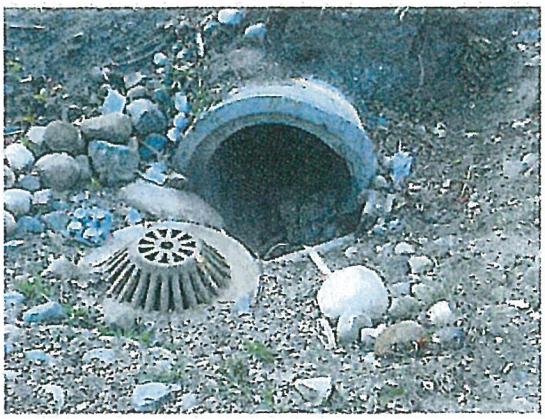
Name: 57
Description: Catch Basin No. 11/Riser Pipe

Name: 58
Description: Looking Downstream towards Covington Road

Name: 59
Description: Looking Upstream towards Old US 23

Name: 60
Description: Outlet from Subdivision Retention Basin 12-inch HDPE Flared End Section

Name: 61
Description: 12-inch HDPE under New Subdivision Entrance Drive



Name: 62
Description: Downstream End 36-inch Culvert under Old US23/Catch Basin No. 12

Name: 63
Description: Looking across Old US 23 from Culvert Outlet

Name: 64
Description: Upstream End of Culvert under Old US 23

Name: 65
Description: Looking Upstream of Culvert Under Old 23

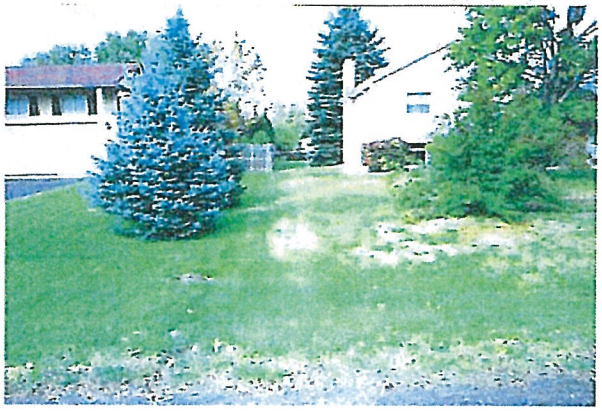
Name: 66
Description: Tile Outlet 7/8 Full of Sediment at Upstream End of Culvert

Name: 67
Description: Looking Across Parking Lot Towards Upstream End of Culvert Under Old US 23

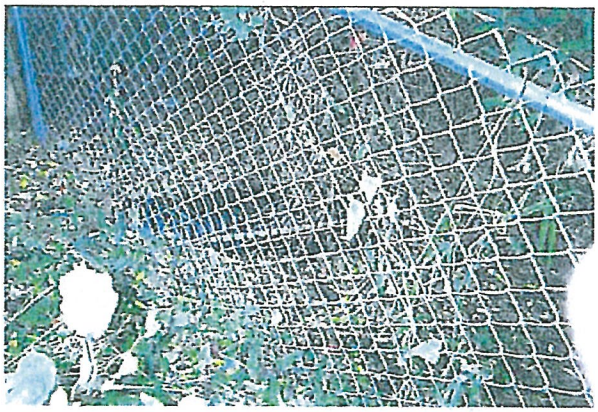
Name: 68
Description: Catch Basin No. 13

Name: 69
Description: Looking Upstream from Catch Basin No. 13

Name: 70
Description: Catch Basin No. 14



Name: 71
Description: Catch Basin No. 15

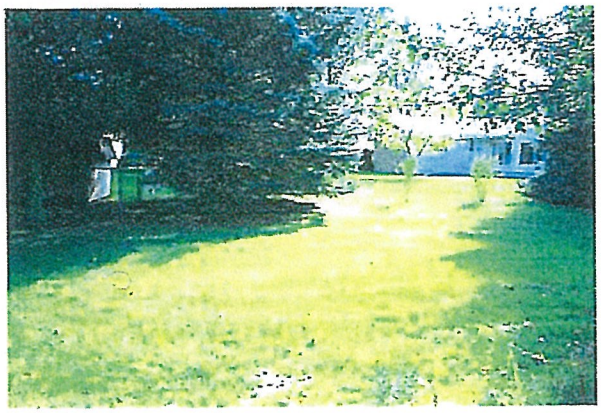


Name: 72
Description: HDPE Tile that Inlets to Catch Basin No. 16

Name: 73
Description: Catch Basin No. 17

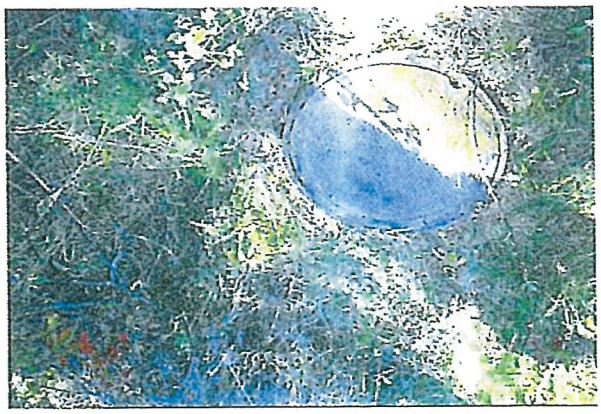
Name: 74
Description: Catch Basin No. 18

Name: 75
Description: Catch Basin No. 19

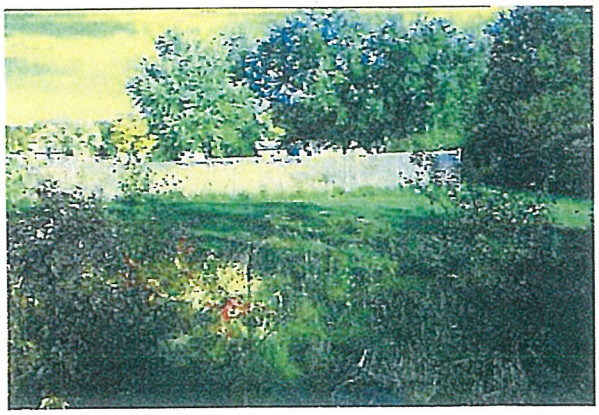


Name: 76
Description: Looking Downstream from Catch Basin No. 19

Name: 77
Description: Looking Upstream from Catch Basin No. 19



Name: 78
Description: Manhole West of Firehouse Detention Basin



Name: 79
Description: Township Fire Station Detention Basin

Name: 80
Description: Looking Upstream from Manhole

Name: 81
Description: Looking Downstream from Hyne Road

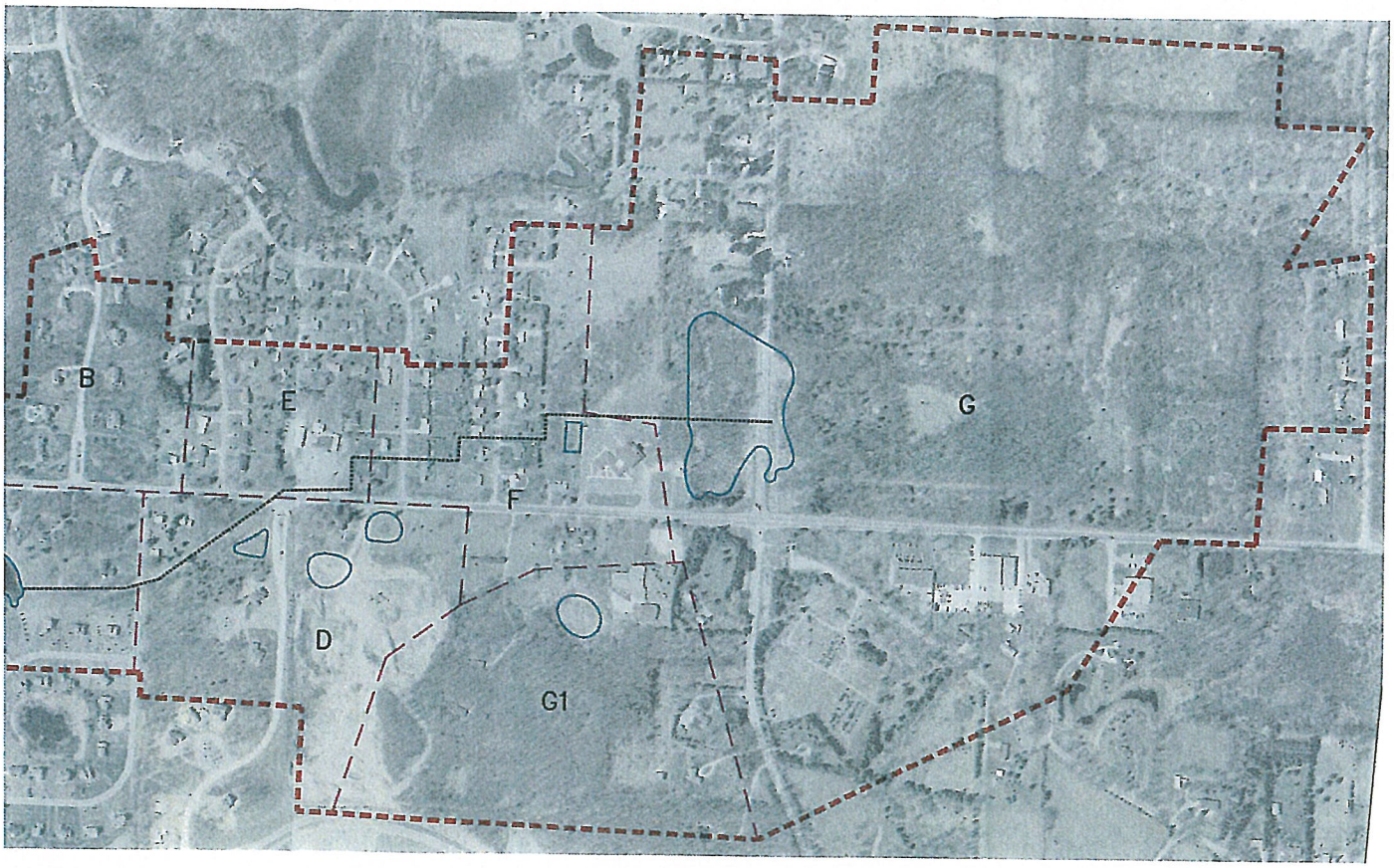
Name: 82
Description: Looking Upstream from Hyne Road

Appendix B

District Map

MDEQ Discharge Calculations

Graphs 1 – 4

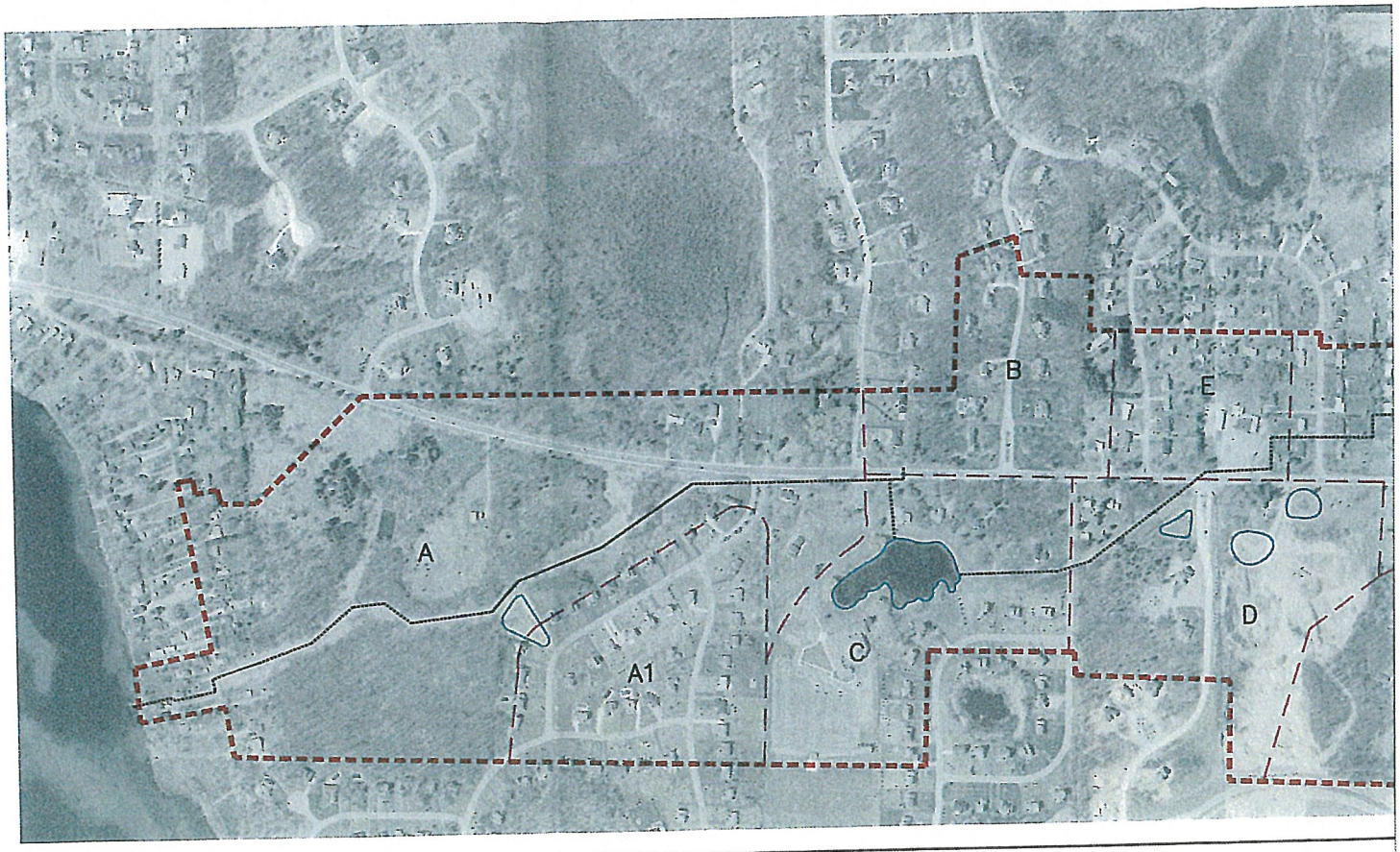


LE

0 100 200

SUB–DIST

A
A1
B
C
D
E
F
G
G1
TOTAL


A
A1
B
C
D
E

LEGEND

- DISTRICT LINE
- SUB-DISTRICT LINE
- DETENTION AREAS
- OPEN DRAIN
- ENCLOSED DRAIN

N

0 100 200 400 600

SUB-DISTRICT	AREA
A	80 A.
A1	23.7 A.
B	19 A.
C	29 A.
D	29 A.
E	12.5 A.
F	27 A.
G	189 A.
G1	37 A.
TOTAL	446.2 A.

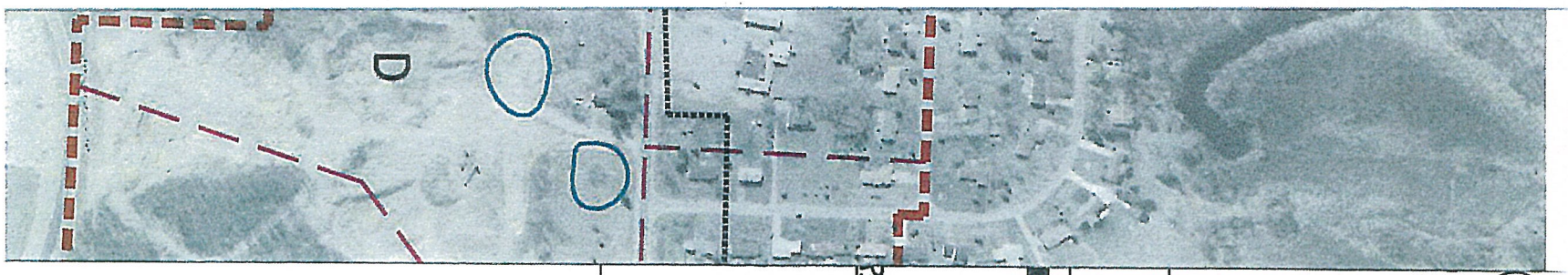
REPORT MAP
JOB #105752.02

spicer group

DRAINAGE DISTRICT

BRIGHTON NO. 4 DRAIN
LIVINGSTON COUNTY, MICHIGAN

BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER



GEND

DISTRICT LINE
SUB-DISTRICT LINE
DETENTION AREAS
OPEN DRAIN
ENCLOSED DRAIN

N

400 800

PICT	AREA
	80 A.
	23.7 A.
	19 A.
	29 A.
	29 A.
	12.5 A.
	27 A.
	189 A.
	37 A.
	446.2 A.

REPORT MAP
JOB #105752.02

DRAINAGE DISTRICT

BRIGHTON NO. 4 DRAIN
LIVINGSTON COUNTY, MICHIGAN

Spicer group ©2002

BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER

SCS-92 Method Discharge Calculations:

AREA 6

Description	Existing Condition
Watercourse	0
Drainage Area	0.3 sq. mile
Cont Drainage Area	0.3 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length* feet	*U/S Elev* feet	*D/S Elev* feet	*Slope* %	*Velocity* ft/s	*Tc* hours
Waterway	1000	960.00	959.00	0.100	0.379	0.73
Waterway	1200	970.00	960.00	0.833	1.095	0.30
Waterway	250	980.00	970.00	4.000	2.400	0.03
Sheet Flow	400	990.00	980.00	2.500	0.759	0.15
Sheet Flow	200	1000.00	990.00	5.000	1.073	0.05
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	3050			1.344	0.922	1.26

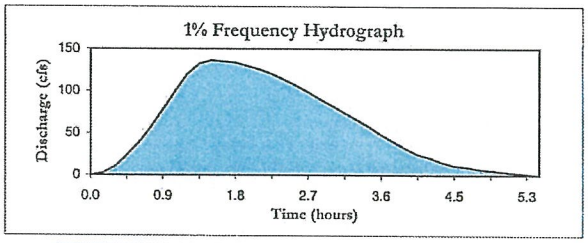
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	%	*Land Use Type*	%	CN
A	0			
B	100	res 1/2	20	70
		commercial	5	92
C	0			
D	0			

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.54		1.50	2.03		
Comp Curve Number	64.4		64.4	64.4		
Discharge (cfs)	36	67	101	136	191	281
Volume (Acre-ft)	9	16	23	33	45	67
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	36	67	101	136	191	281



Unit Hydrograph Peak (cfs/sq. mile) 454.16

SCS-92 Method Discharge Calculations:

AREA F

Description	Existing Condition
Watercourse	0
Drainage Area	0.34 sq. mile
Cont Drainage Area	0.34 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length* feet	*U/S Elev* feet	*D/S Elev* feet	*Slope* %	*Velocity* ft/s	*Tc* hours
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.43

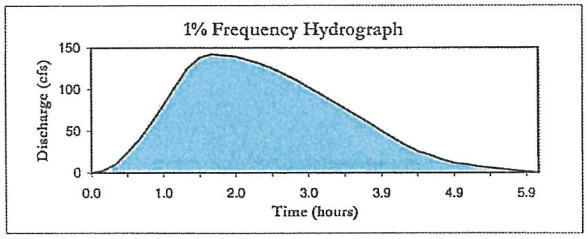
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	%	*Land Use Type*	%	CN
A	0			
B	0			
C	0			
D	0			
	0		0	64.8

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.56		1.54	2.06		
Comp Curve Number	64.8		64.8	64.8		
Discharge (cfs)	39	70	106	142	198	291
Volume (Acre-ft)	10	19	27	38	52	76
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	39	70	106	142	198	291



Unit Hydrograph Peak (cfs/sq. mile/in) 293.76

SCS-92 Method Discharge Calculations:

AREA E

Description	Existing Condition
Watercourse	0
Drainage Area	0.36 sq. mile
Cont Drainage Area	0.36 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length feet*	*U/S Elev feet*	*D/S Elev feet*	*Slope %*	*Velocity ft/s*	*Tc hours*
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.50

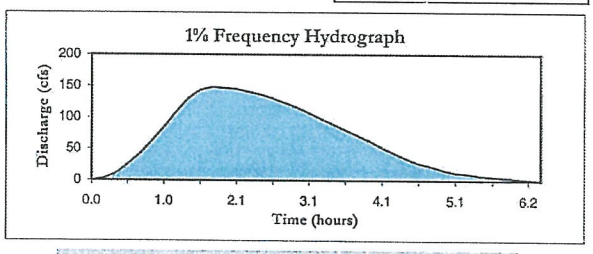
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	*%*	*Land Use Type*	*%*	*CN*
A	0			
B	0			
C	0			
D	0			
	0		0	65.3

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.58		1.57	2.11		
Comp Curve Number	65.3		65.3	65.3		
Discharge (cfs)	41	74	110	148	205	299
Volume (Acre-ft)	11	20	29	41	56	82
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	41	74	110	148	205	299



Unit Hydrograph Peak (cfs/sq. mile-in) 195.06

SCS-92 Method Discharge Calculations:

AREA D

Description	Existing Condition
Watercourse	0
Drainage Area	0.4 sq. mile
Cont Drainage Area	0.4 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length feet*	*U/S Elev feet*	*D/S Elev feet*	*Slope %*	*Velocity ft/s*	*Tc hours*
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.55

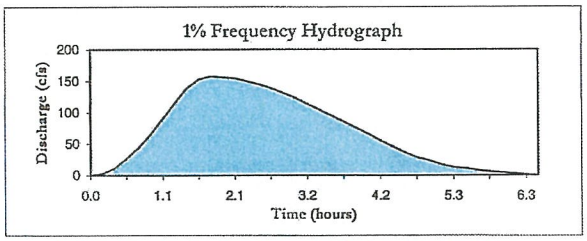
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	*%*	*Land Use Type*	*%*	*CN*
A	0			
B	0			
C	0			
D	0			
	0		0	65

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.56		1.54	2.07		
Comp Curve Number	65.0		65.0	65.0		
Discharge (cfs)	43	78	117	158	219	321
Volume (Acre-ft)	12	22	32	45	62	90
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	43	78	117	158	219	321



Unit Hydrograph Peak (cfs/sq. mile/in 180.95

SCS-92 Method Discharge Calculations:

AREA C

Description	Existing Condition
Watercourse	0
Drainage Area	0.45 sq. mile
Cont Drainage Area	0.45 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length feet*	*U/S Elev feet*	*D/S Elev feet*	*Slope %*	*Velocity ft/s*	*Tc hours*
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.62

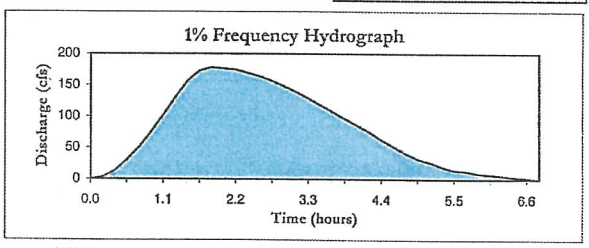
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	%	*Land Use Type*	%	CN
A	0			
B	0			
C	0			
D	0			
	0		0	66

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.61		1.62	2.16		
Comp Curve Number	66.0		66.0	66.0		
Discharge (cfs)	50	90	133	178	246	357
Volume (Acre-ft)	15	26	38	53	72	104
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	50	90	133	178	246	357



Unit Hydrograph Peak (cfs/sq. mile-in) 180.2

SCS-92 Method Discharge Calculations:

AREA B

Description	Existing Condition
Watercourse	0
Drainage Area	0.48 sq. mile
Cont Drainage Area	0.48 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length* *feet*	*U/S Elev* *feet*	*D/S Elev* *feet*	*Slope* *%*	*Velocity* *ft/s*	*Tc* *hours*
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.64

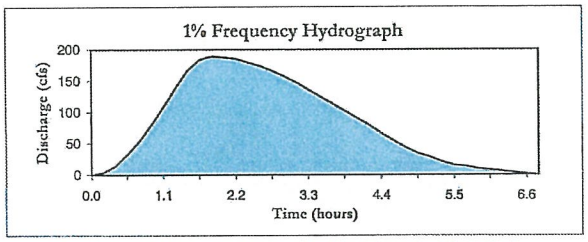
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils *Group*	*%*	*Land Use* *Type*	*%*	*CN*
A	0			
B	0			
C	0			
D	0			
	0		0	66.1

Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.61		1.63	2.17		
Comp Curve Number	66.1		66.1	66.1		
Discharge (cfs)	53	95	142	189	261	378
Volume (Acre-ft)	16	28	41	57	77	111
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	53	95	142	189	261	378



Unit Hydrograph Peak (cfs/sq. mile-in) 184.36

SCS-92 Method Discharge Calculations:

AREA A

Description	Existing Condition
Watercourse	0
Drainage Area	0.64 sq. mile
Cont Drainage Area	0.64 sq. mile
Basin Number	0
Basin Name	0
Quad	0
Section	0
Town/Range	0
Latitude	0
Longitude	0
County	Livingston
Township	Brighton
Location	0
Job Number	0
By	0
Date	Nov-08-2002

Time of Concentration

Flow Type	*Length feet*	*U/S Elev feet*	*D/S Elev feet*	*Slope %*	*Velocity ft/s*	*Tc hours*
Waterway			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sheet Flow			0.00			
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Sm Trib						
Total	0			0.000	0.000	1.70

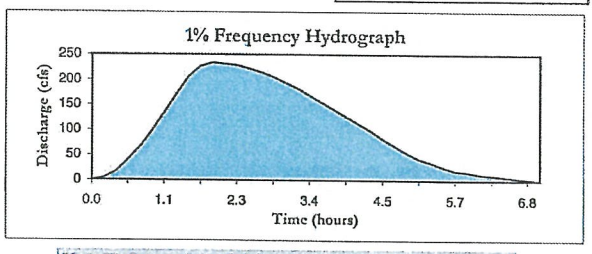
* *Portions of the Time of Concentration that were cut off to evaluate alternate travel routes.*

Curve Number

Soils Group	*%*	*Land Use Type*	*%*	*CN*
A	0			
B	0			
C	0			
D	0			
	0		0	64.9

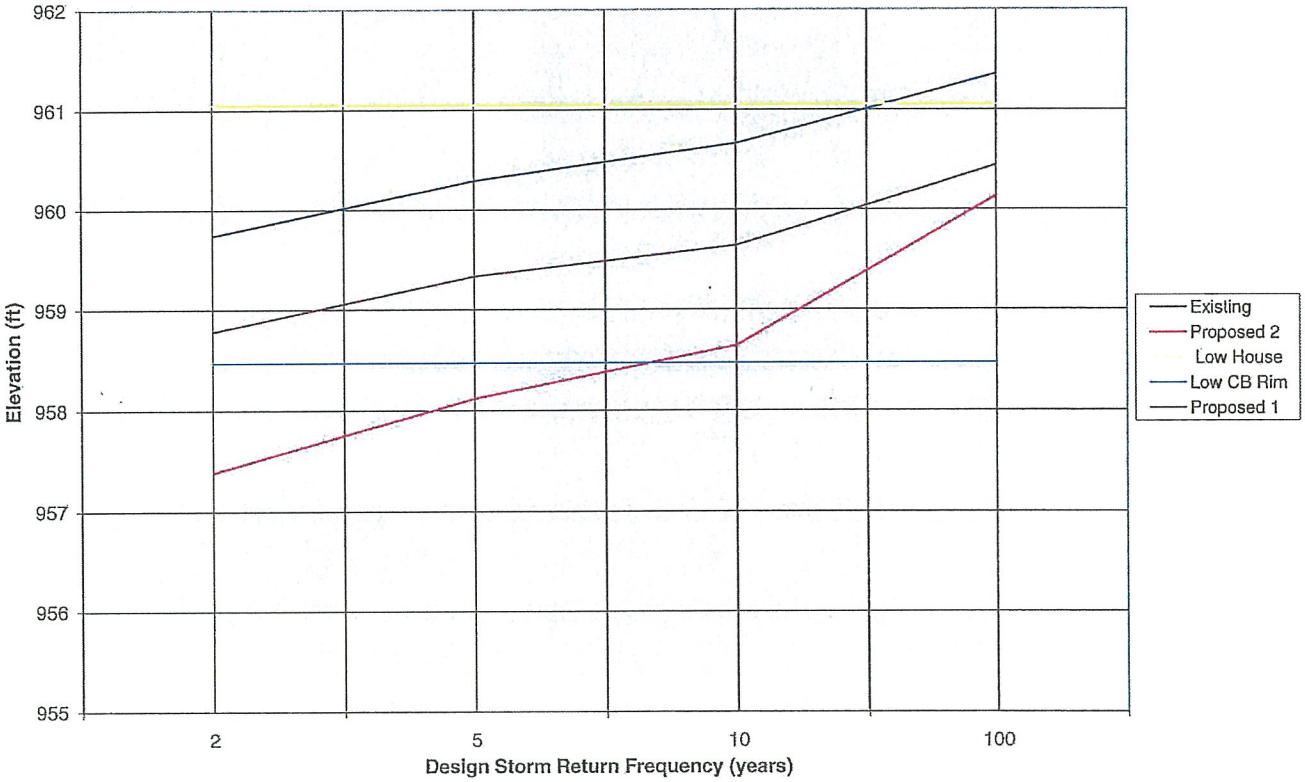
Discharge

Frequency	*10%*	*4%*	*2%*	*1%*	*0.50%*	*0.20%*
Adj Rainfall (inch)	3.13		4.84	5.62		
Avg Runoff (inch)	0.56		1.54	2.07		
Comp Curve Number	64.9		64.9	64.9		
Discharge (cfs)	64	116	174	234	325	477
Volume (Acre-ft)	19	35	51	72	98	144
Ponding: throughout	0	0	0	0	0	0
Ponding: upper reaches	0	0	0	0	0	0
Ponding: design point	0	0	0	0	0	0
Ponding Adjustment	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Flow (cfs)	64	116	174	234	325	477

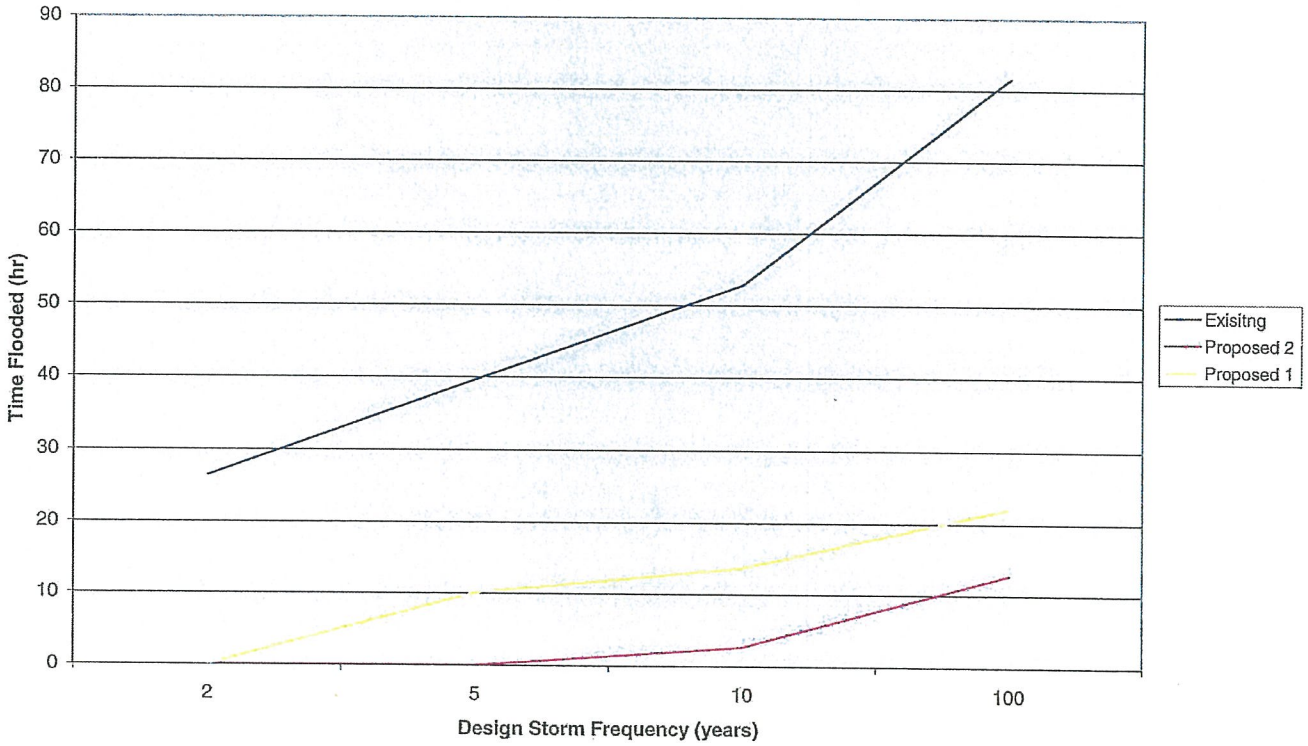


Unit Hydrograph Peak (cfs/sq. mi/cm) 176.3

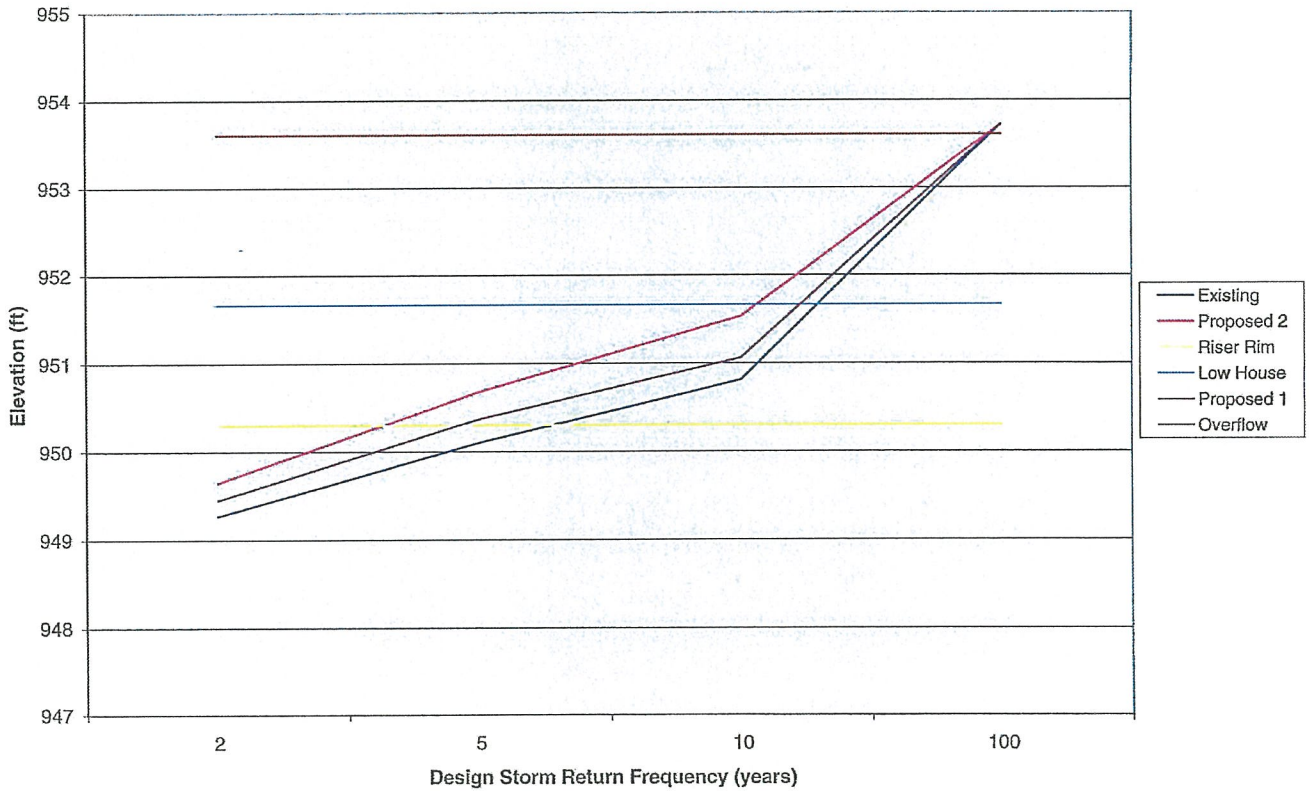
Graph No. 1
Water Elevation at Upstream Subdivision - 6hr Design Storm



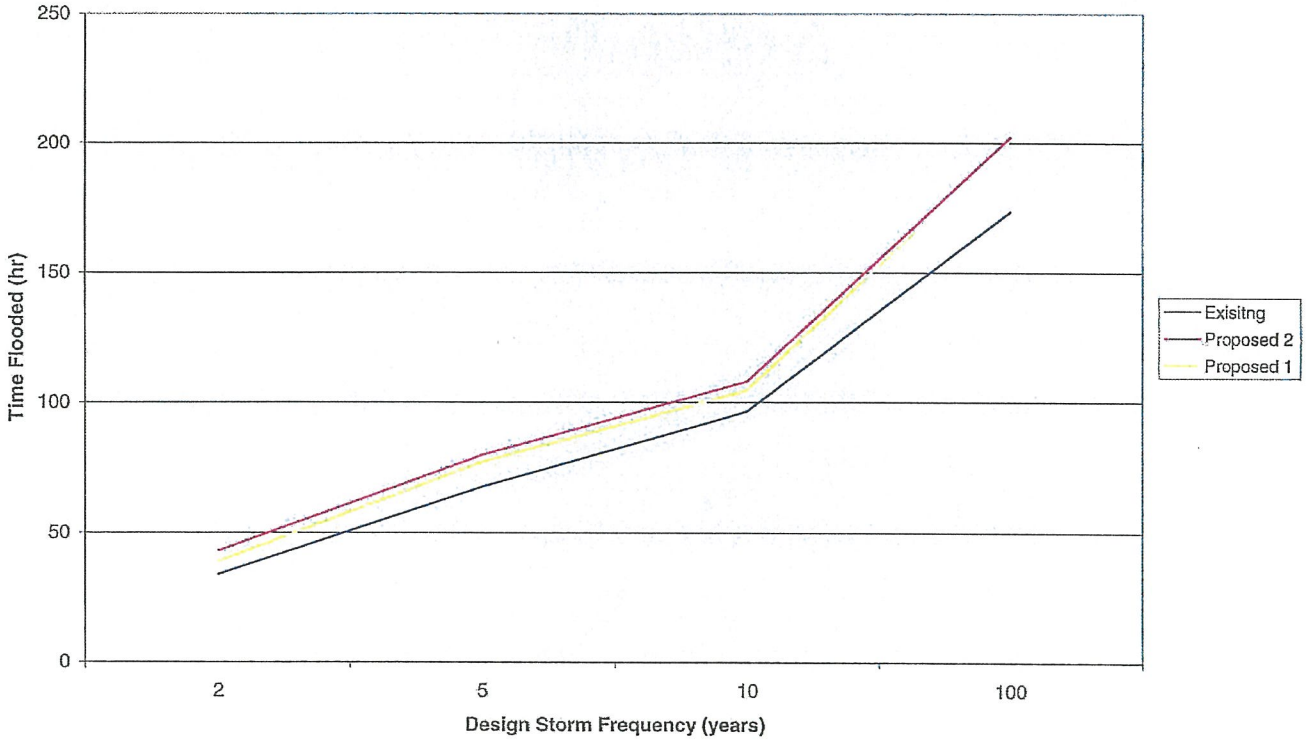
Graph No. 2
Flood Duration at Upstream Subdivision - 6hr Design Storm
(Based on Ponding Receding to Low Rim Elev. of 958.47 ft.)



Graph No. 3
Water Elevation at Inline Detention Basin - 12hr Design Storm



Graph No. 4
Flood Duration at Inline Detention Basin - 12hr Design Storm
(Based on Basin Receding to 948.62 ft.)



Appendix C

NPDES Phase II Outfall Survey Sheets

NPDES PHASE II
OUTFALL SURVEY SHEET

General

Outfall #: 1 Photograph #: 1 Date: 10/21/02 Crew Initials: RBH/RAV

Location: School Lake

1. Latitude: 42.3346° 2. Longitude: -83.4453°

Weather: Air temp.: 55° Rain: Yes ___ No x Sunny: ___ Cloudy: x

Number of days of no precipitation or runoff events prior to inspection 3

Outfall

1. Size: 18"
2. Material: CMP
3. Flow/Depth of Flow in Pipe submerged (inches) Flow present x yes ___ no

Physical Discharge Observations

Odor: None x Sewage ___ Sulfide ___ Oil ___ Gas ___ Rancid-sour ___ Other: ___

Color: None x Yellow ___ Brown ___ Green ___ Red ___ Gray ___ Other: ___

Turbidity: None x Cloudy ___ Opaque ___

Floatables: None x Petroleum ___ Sheen ___ Sewage ___ Other: ___ (collect sample)

Deposits/stains: None x Sediment ___ Oily ___ Describe: ___ (collect sample)

Vegetation conditions: Normal x Inhibited growth ___ Excessive growth ___

Extent: N/A

Damage to outfall structures:

None ___ Concrete cracking ___ Concrete spalling ___ Peeling paint ___ Metal corrosion x

Other damage: No Extent: N/A

Other

Known industrial or commercial uses in drainage area? Yes ___ No x Describe: N/A

Stream conditions: Normal

Spicer group

NPDES PHASE II
OUTFALL SURVEY SHEET

General

Outfall #: 2 Photograph #: 11 Date: 10/21/02 Crew Initials: RBH / RAV

Location: North of Parklawn Road.

1. Latitude: 42.3050° 2. Longitude: -83.4456°

Weather: Air temp.: 55° Rain: Yes ___ No X Sunny: ___ Cloudy: X

Number of days of no precipitation or runoff events prior to inspection 3

Outfall

1. Size: 18"
2. Material: Concrete
3. Flow/Depth of Flow in Pipe 15 (inches) Flow present X yes ___ no

Physical Discharge Observations

Odor: None X Sewage ___ Sulfide ___ Oil ___ Gas ___ Rancid-sour ___ Other: ___

Color: None X Yellow ___ Brown ___ Green ___ Red ___ Gray ___ Other: ___

Turbidity: None X Cloudy ___ Opaque ___

Floatables: None X Petroleum ___ Sheen ___ Sewage ___ Other: ___ (collect sample)

Deposits/stains: None ___ Sediment X Oily ___ Describe: ___ (collect sample)

Vegetation conditions: Normal ___ Inhibited growth ___ Excessive growth ___

Extent: 6" of sediment downstream of outlet

Damage to outfall structures:

None X Concrete cracking ___ Concrete spalling ___ Peeling paint ___ Metal corrosion ___

Other damage: No Extent: N/A

Other

Known industrial or commercial uses in drainage area? Yes ___ No X Describe: N/A

Stream conditions: ~~N/A~~ Normal approximately 6" of sediment.

Spicer group

NPDES PHASE II
OUTFALL SURVEY SHEET

General

Outfall #: 3 Photograph #: 30 Date: 10/21/02 Crew Initials: RBH/RAV

Location: Along Old US 23 south of Newfound Gap Road.

1. Latitude: 42.5719° 2. Longitude: -83.7531

Weather: Air temp.: 55° Rain: Yes ___ No X Sunny: ___ Cloudy: X

Number of days of no precipitation or runoff events prior to inspection 3

Outfall

1. Size: 12
2. Material: HDPE
3. Flow/Depth of Flow in Pipe 0 (inches) Flow present ___ yes X no

Physical Discharge Observations

Odor: None X Sewage ___ Sulfide ___ Oil ___ Gas ___ Rancid-sour ___ Other: ___

Color: None X Yellow ___ Brown ___ Green ___ Red ___ Gray ___ Other: ___

Turbidity: None X Cloudy ___ Opaque ___

Floatables: None X Petroleum ___ Sheen ___ Sewage ___ Other: ___ (collect sample)

Deposits/stains: None X Sediment ___ Oily ___ Describe: ___ (collect sample)

Vegetation conditions: Normal X Inhibited growth ___ Excessive growth ___

Extent: N/A

Damage to outfall structures:

None X Concrete cracking ___ Concrete spalling ___ Peeling paint ___ Metal corrosion ___

Other damage: No Extent: ___

Other

Known industrial or commercial uses in drainage area? Yes ___ No X Describe: N/A

Stream conditions: Normal

Spicer group

NPDES PHASE II
OUTFALL SURVEY SHEET

General

Outfall #: 4 Photograph #: 52-53 Date: 10/21/02 Crew Initials: RAV/RBH

Location: Inline detention Basin

1. Latitude: 42.5730° 2. Longitude: -83.7517°

Weather: Air temp.: 65° Rain: Yes ___ No x Sunny: ___ Cloudy: x

Number of days of no precipitation or runoff events prior to inspection 3

Outfall

1. Size: 12"
2. Material: HDPE
3. Flow/Depth of Flow in Pipe 0 (inches) Flow present ___ yes x no

Physical Discharge Observations

Odor: None x Sewage ___ Sulfide ___ Oil ___ Gas ___ Rancid-sour ___ Other: ___

Color: None x Yellow ___ Brown ___ Green ___ Red ___ Gray ___ Other: ___

Turbidity: None x Cloudy ___ Opaque ___

Floatables: None x Petroleum ___ Sheen ___ Sewage ___ Other: ___ (collect sample)

Deposits/stains: None ___ Sediment ___ Oily ___ Describe: ___ (collect sample)

Vegetation conditions: Normal ___ Inhibited growth x Excessive growth ___

Extent: Erosion due to perforations along bottom of tile

Damage to outfall structures:

None ___ Concrete cracking ___ Concrete spalling ___ Peeling paint ___ Metal corrosion ___

Other damage: Perforations along bottom of tile Extent: ___

Other

Known industrial or commercial uses in drainage area? Yes ___ No x Describe: N/A

Stream conditions: Normal minor erosion at outfall

Spicer group

Appendix D

Brighton No. 4 Plan and Profile

USGS Map

BRIGHTON NO. 4 COUNTY DRAIN
MAINTENANCE PROJECT

September 18, 2002

HISTORY

The Brighton No 4 Drain was constructed in 1944 as a tile drain over it's entire length

Tile sizes (1944 Survey)

Sta	0+00 - 4+00	15"	(School Lake to Parklawn Drive)
Sta	4+00 - 55+00	12"	(Parklawn Drive to crossing under Old US 23 near Memories)
Sta	55+00 - 78+23	10"	(West of Old US 23)

Grade (1944 Survey)

Sta	0+00 - 6+00	1 50 %
Sta	6+00 - 20+00	70 %
Sta	20+00 - 29+00	20 %
Sta	29+00 - 42+00	40 %
Sta	42+00 - 55+00	50 % (Shenandoah Pond to Old US 23)
Sta	55+00 - 78+23	15 % (West of Old US 23)

Overall Grade of 45 %

In the early 1950's 18" CMP was installed from school lake to parklawn drive
In the early 1960's the drain was relocated west of Old US 23 through both Country Side Estates and Bidwell Park Subdivisions
In the early 1990's 18" concrete pipe was installed from Sta 4+47 to Sta 17+41, from Sta 17+41 to Sta 29+15 the 12" tile was removed and converted into open channel
The drain was rerouted into and out of Shenandoah Pond

RECOMMENDATIONS

Currently this drain has many deficiencies but the two most pressing are

(1) Undersized tile over the entire length of the drain
(2) Insufficient grade West of Old US 23 through Country Side Estates and Bidwell Park Subdivisions

Of the two above mentioned deficiencies the insufficient grade problem West of Old US 23 is the most pressing and is within the means of this office to correct given the current drain fund surplus of approximately $70,000 00

I recommend that the following actions be undertaken to restore the originally designed 15 % grade to the drain west of Old US 23

Remove and replace the existing 12 and 10 inch clay tile now in place from station 52+00 to station 57+05 with 18 inch and from Sta 57+05 to Sta 61+95 with 15 inch smooth lined plastic pipe The grade line of the new 15 and 18 inch plastic pipe will be as follows

Sta 52+00 952 50
Sta 61+95 954 44

This provides a 20 % grade over this portion and alleviates the current negative grade situation that currently exists between the 10 inch tile outlet west of Old US 23 and catch basin #13 Lowering the invert at Catch Basin 13 from 955 20 to 954 44 will allow for a 15 % grade to Catch Basin 19 in the future

ESTIMATED COST

PIPE (405' of 18", 495' of 15" S L P P & 2 Catch Basins)	$6,500 00
Stone (180 yards of pea stone, 50 yards of sand, 40 yards of gravel	4,200 00
Equipment rental	4,500 00
Labor	12,000 00
Bore 100' of 18" SLPP under Old US 23	10,000 00
TOTAL	**$37,200.00**

Additionally the pipe should be vactored from Catch Basin 13 (Sta 61+95) to Catch Basin 19 (Sta 73+20) Minor suck holes need to be repaired near Catch Basin 14 Approximately 1 foot of concrete needs to be removed from the bottom of catch basin 16

Planner

From: Planner
Sent: Tuesday, September 15, 2015 8:52 AM
To: Planner
Subject: FW: Deerfield Preserve - Traffic Study

From: Kim Hiller [mailto:khiller@livingstonroads.org]
Sent: Monday, September 14, 2015 2:21 PM
To: Kelly VanMarter
Cc: jacob.rushlow@ohm-advisors.com; Mike Goryl
Subject: Deerfield Preserve - Traffic Study

Kelly,

Thank you for sending the Traffic Impact Study (TIS) for the Deerfield Preserve, dated August 15, 2015 to us for review. Unfortunately, we never received the TIS in 2005, so the following comments could have been addressed.

1. The 24-hour counts on Old US 23 south of Hyne Road reference 2004 and 2013 traffic counts. These counts were taken in different locations. Further, the count of 15,100 taken in 2004 is suspect (too high) and has been deleted from the LCRC database.
2. The TIS shows an increase to delay and LOS at Old US 23 and Hyne Road, particularly the Eastbound approach (LOS F). Mitigation includes extending the center turn lane, adding a right-turn lane and modifying the signal timing. There was not any mention of modifying the left-turn phasing of the signal.

Our recommendation would be to have a new study completed. Due to not knowing the type of use that will be in the commercial development and the future traffic conditions, we think the TIS should be revised and only include the residential development at this time. The TIS should be updated when the commercial piece is going through the site plan process, or the commercial development should be included as a future phase that will be re-evaluated during its site plan process. The new study should mitigate to background conditions.

We would like to receive the synchro analysis, if possible.

Please contact Mike Goryl or myself with any questions.

Thanks,

Kim Hiller, P.E.
Utilities and Permits Engineer
Livingston County Road Commission
Ph. (517) 546-4250
Fax (517) 546-9628

Planner

From: Kim Hiller <khiller@livingstonroads.org>
Sent: Tuesday, September 01, 2015 8:36 AM
To: Planner; Mike Goryl
Subject: RE: Deerfield

Hi Kelly,

We never received a TIS for this development. During our review in 2005, we required a by-pass lane on Old 23 because it met our warrants at the proposed intersection of Old 23 and Havendale Drive.

I received a letter from the developer, dated August 12, 2015, indicating his intention of constructing this development as proposed in 2005. He also submitted a set of plans with a revision date of February 26, 2007.

Thank you,

Kim Hiller, P.E.
Utilities and Permits Engineer
Livingston County Road Commission
Ph. (517) 546-4250
Fax (517) 546-9628

From: Planner [mailto:planner@brightontwp.com]
Sent: Monday, August 31, 2015 6:06 PM
To: Kim Hiller; Mike Goryl
Subject: Deerfield

Just checking that you are good with the TIS from 2005. Did you get the updated info from the developer that we asked for?

Kelly Mathews
Planner
Charter Township of Brighton
4363 Buno Rd.
Brighton, MI 48114
Office: 810-229-0562
Fax: 810-229-1778

Livingston County Road Commission
3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

August 13, 2015

David Willacker
Wil-Pro Development Company, LLC
12985 Cove Ridge Drive
South Lyon, MI 48178

Re: Deerfield Preserve, Brighton Township, Section 8
LCRC# P-06-03

Dear Mr. Willacker:

I have completed the review of the revised construction plans, dated February 26, 2007, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

Before a private road approach permit can be issued, the following items must be completed:

1. A contractor must be selected, and the selected contractor must submit a certificate of insurance with the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respect to General Liability."
2. A copy of the Master Deed with the agreed upon language with regard to the drainage of Old US 23 going into the private storm sewer system must be submitted to this office.
3. The remaining permit fees ($120.00) must be paid.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File
Kelly Mathews, Brighton Township (via email)
Jacob Rushlow, OHM (via email)
Ken Recker, Livingston County Drain Commissioner's Office (via email)

David R. Peckens • Chairman
Michael Craine • Managing Director
Stephen F. Crane • Vice Chairman
Jodie M. Tedesco • County Highway Engineer
John T. Dunleavy • Member
Steven J. Wasylk • Deputy Director

Traffic Engineering Consultants, Inc.
35890 Monterey
Clinton Township, Mi. 48035
586-615-4120

RECEIVED
AUG 1 0 2015
BRIGHTON TOWNSHIP

August 7, 2015

Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

Attention: Kelly Mathews, Planner

Regarding: Proposed "Deerfield Preserve" – Planned Unit Development and "Deerfield Shoppes" Unit 79 Deerfield Preserve P.U.D. Section 8 – Brighton Township, Livingston County, Michigan Traffic Impact Study

Dear Ms. Mathews:

In response to the Townships comments on our undated letter (should have been dated July 23, 2015) concerning the traffic study previously approved for the captioned site we offer the following:

> The weekday a.m. peak hour in 2005 was from 8 am to 9 am.
> The weekday p.m. peak hour in 2005 was from 5 pm to 6 pm.
> A review of the most current volumes obtained from the Livingston County Road Commission and SEMCOG indicated no change in weekday peak hour times (8am to 9am and 5pm to 6pm).

The peak hour volumes are:

	A.M. Peak			*P.M. Peak*		
	2013	2004	Difference	2013	2004	Difference
US 23 (S of Hyne)	896	833	63	1,016	1,376	-270
US 23 (N of Hyne)	1,174	758	416	1,305	1,254	51
Hyne (Eof US 23)	335	268	67	430	359	71
Hyne (Wof US 23)	485	320	165	576	545	31
Total	2,890	2,179	711	3,417	3,534	-117

There is an increase of 711 vehicles during the a.m. peak and a decrease of 117 vehicles during the p.m. peak from 2004 to current.

Trip Generated by Proposed Development (Trip Generation 2009)

		A.M.			P.M		
	Weekday	In	Out	Total	In	Out	Total
Single Family Residential	743	15	44	59	51	29	80
Shopping Center	2,733	38	23	61	114	123	237
TOTAL	3,476	53	67	120	165	152	317

Peak Hour Generated (9th Edition) vs Peak Hour Generated (7th Edition)

7th Edition	184	552
9th Edition	120	317
Difference	-64	-235
Percent Change	-4%	-9%

Intersection Capacity Analysis

For the purpose of this comparison "new" turning movement counts of the intersection of Old US-23 and Hyne were not gathered. We added development traffic from the original traffic study intersection analysis to the current overall peak hour volume of the intersection.

	A.M. Peak		P.M. Peak	
	2013	2004	2013	2004
Peak Overall Volume	2,890	2,179	3,417	3,534
Added Development Traffic	120	184	317	552
TOTAL	3,010	2,363	3,734	4,086

Differential between a.m. peak is 647 more vehicles.
Differential between p.m. peak is 352 less vehicles.

Even though, we have an increase in a.m. peak hour volume since 2004 of 647 vehicles the original analysis projected a growth rate of 5% per year. This growth did not occur as was mentioned in the previous letter. The 5% per year growth for the past 10- years would have resulted in a 63% increase in traffic. The actual increase for the a.m. peak for the volume data provided is only 27% or 36% less than what was used in the 2005 traffic study. This further helps justify that because of the down turn in the economy that occurred during the past decade and resultant stagnant growth that the findings of the previous traffic study are still valid. We agree with the comments presented by O.H.M. and have responded to their concerns with the limited data and time we had available.

In Conclusion, we recommend based on the data presented that the proposed development be approved. Also, we agree that the roadway improvements and mitigations proposed in 2005 and as presented in the current plan before the Planning Commission should be implemented and the developer remains committed to seeing that all work be completed as part of the project. Thank you for your consideration.

Cordially,

TRAFFIC ENGINEERING CONSULTANTS, INC.

Carlo Santia, P.E.

Traffic Engineering Consultants, Inc.
35890 Monterey
Clinton Township, Mi. 48035
586-615-4120

RECEIVED
JUL 2 4 2015
BRIGHTON TOWNSHIP

Charter Township of Brighton
4363 Buno road
Brighton, Mi 48114

Attention: Kelly Mathews, Planner

Regarding: **Proposed "Deerfield Preserve" – Planned Unit Development and "Deerfield Shoppes" Unit 79 Deerfield Preserve P.U.D. Section 8 – Brighton Township, Livingston County, Michigan Traffic Impact Study**

Dear Ms. Mathews:

We have reviewed the attached Traffic Impact Study that was originally submitted for the captioned development in 2005 to determine what updating might be needed.

The study was prepared assuming a 5 percent per year growth rate as it related to traffic. Since 2005 based on data available from the Livingston County Road Commission (LCRC) and from the Southeast Michigan Council of Governments (SEMCOG) traffic growth rates have been very minimal and in some years negative. We have attached a graph from the LCRC showing this as well as the most current traffic counts available from these agencies for comparison. See below:

	2004	2013(most current)
Old US-23 (N. of Hyne)	13466	13951
Old US-23 (S. of Hyne)	15100	11856
Hyne (W. of US-23)	5388	5467
Hyne (E. of US-23)	4201	4467

Also, the trip generation numbers have been updated from 2005. The estimates were based on rates found in the 7th Edition of the Institute of Transportation Engineers (ITE) Trip Generation report in 2005. The current Edition of the manual is the 9th edition. Using the most current data available from the 9th Edition of the Trip Generation Manual we have fewer trips than were used in the 2005 study. Following is a comparison of the trips generated by 7th edition vs. 9th edition of the Trip Generation Manual published by ITE:

2005 (7th edition)

Land Use	Size	Weekday
Single Family Detached Housing	78 units	827
Shopping Center	64,000 sq.ft.	5,081
TOTAL TRIPS		5,908

2015 (9th edition)

Land Use	Size	Weekday
Single Family Detached Housing	78 units	743
Shopping Center	64,000 sq.ft.	2733
TOTAL TRIPS		3,476

This is 2432 trips less than what was used in 2005 to compute the impact of the development on the adjoining road network.

The roadway intersection of Old US Highway 23 and Hyne Road will be most impacted by the proposed development. This was considered and addressed in the previous Traffic Impact Study using an estimated 5,908 trips added to the intersection on a daily basis. We are looking at 41 percent fewer trips or significantly less impact on the intersection.

Based on the above information we are asking that the previous Traffic Study be accepted by the Planning Commission as they deliberate the re-approval of this development. Thank you for your consideration. Please feel free to contact me should you have any questions or need any additional information.

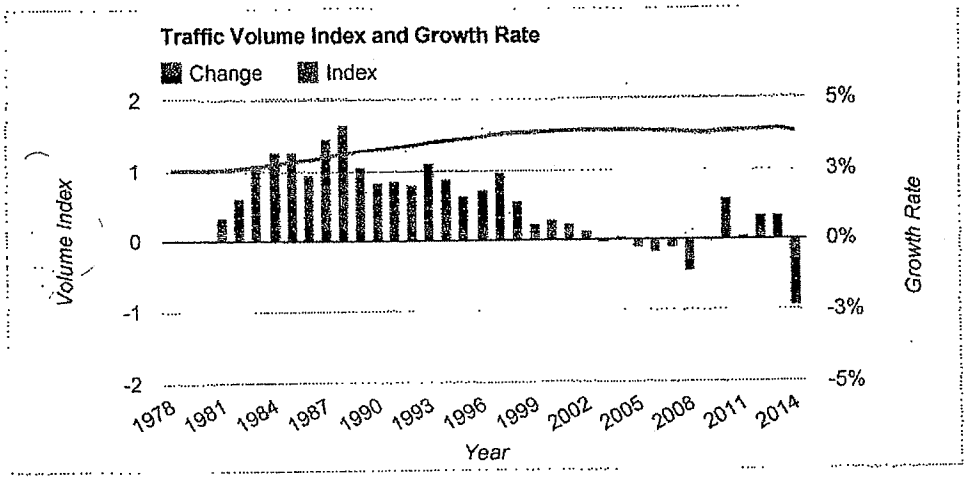
Cordially,

Traffic Engineering Consultants, Inc.

Carlo Santia

Carlo Santia, P.E.

Traffic Volume Index and Growth Rate



Deerfield Preserve & Shoppes Traffic Impact Analysis (dated August 15, 2015)

TIS Supplements and

October 2005 TIS Report

&

Deerfield Preserve Conceptual Plan

Received January 2016

Available for viewing in the

Planning and Clerk's Department

Call to Public – PC mtg 8/31/15

August 21 2015 Deer Preserve PUD (Wilpro) Planning Commission

Monday, August 31, 2015 12:17 PM

Mr Blaugh-Five short questions:

1. Does your analysis of the housing market indicate that residential buyers want smaller lots than the R2 Standard in Brighton Township? R2 that you are developing in Sandila ?

2. Does the requirement to have sewers drive your request for reduced lot size?

3. What is your tap fee, in total dollars, for transmission and processing hook-up for the 78 residential units?

4. What deferred payment terms have you been given on tap fees?

5. In the Trustee hearings on Sandila Mr Harris admonished you for ongoing testimony considering sidewalks and other issues as being unhelpful in obtaining approval. Are you being less than forthcoming with the Planning Commission tonight based on that legal advice?

Rec'd at 9/14/15 PC mtg.

Deerfield Preserve Planning September 14 2015

Monday, September 14, 2015 5:18 PM

Relationship of Sewer to Density

The same developer(or co-owner) just received approval for 29 R2 sites at Sandila Estates just over 1.5 miles west on Hyne. Sites with 40,000 sq ft or more and substantial preservation of natural features.

The major difference between Sandila and Deerfield is sewers. The lots here are planned nearly 1/4 the size. Where about 40 R2 lots might plat, the PUD proposes to increase density to 78 lots.

My neighbors and I are billed $19,000 plus $10,000 for the capital costs of our sewer.
These new lots will only pay $10,200 plus about $5000 for capital costs if they are occupied in 2 years.

This discrimination in capital cost pricing for 160 gallons per day is $29,000-$15,200 or a discount of $13,800. A discount of nearly 50%.

This 75% reduction in lot size and 50% discount on sewer capital cost is not justified by any off-setting public benefit.

All property in the Township should be treated equally and fairly. The proposed density and discount on sewer connections are neither equal nor fair. This density does not conform to any township master plan. Approval of this or similar applications should be denied.

Bob Potocki
Woodland Lake

Deerfield Preserve & Shoppes

Preliminary Residential Site Plan

&

Conceptual Commercial Site Plan

Available for viewing in the

Planning and Clerk's Department

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Planned Development Agreement – Deerfield Preserve

EXPLANATION OF TOPIC: Wil-Pro Development Company had previously entered into a Planned Development Agreement (PDA) in 2007 for their proposed Deerfield Preserve and Shoppes which would be located on approximately 68 acres at the northeast corner of Hyne and Old US 23. The original agreement was followed up by a First Amendment in December of 2011 and Setting Aside of the PDA in September of 2013. The applicant was informed, and preceded through the current application process, as a new application whereby all aspects of the site plan and PDA were open for revision. On September 21, 2015 the topic of the PDA was discussed with the Board. The Board reviewed a number of provisions within the PDA that would need to be adjusted to account for any changes in the plan, sewer system or policy since the PDA was originally discussed in 2007.

On January 11, 2016, The Planning Commission acted on the Wil-Pro Preliminary Site Plan for the Deerfield Preserve project. In anticipation of the Site Plan coming before the Township Board for approval, the project would require the Township to enter into a new PDA.

In anticipation of a new PDA, staff asked the Township Engineers, OHM, to perform an updated capacity analysis of the sewer system in the Deerfield vicinity. The original February 27, 2006 analysis was the basis for the REU calculations and costs for the now expired 2007 PDA.

SUPPORTING DOCUMENTS:

- Draft Planned Development Agreement January 12, 2016
- Planned Development Agreement July 2, 2007
- PDA First Amendment July 2, 2011
- Notice of Setting Aside of PDA September 20, 2013
- GIS Map
- BTBT Minutes September 21, 2015
- OHM Capacity Analysis (summary excerpts) 2016 and 2007

POSSIBLE COURSES OF ACTION:

- Provide staff with comments that they would like the Manager to incorporate into the Draft PDA to be forwarded to Wil-Pro for consideration.

SUGGESTED MOTION: Motion by _____, supported by _____ that the suggested modifications be made to the draft PDA and submitted to Wil-Pro for consideration.

Draft
1/12/2016

PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement ("Agreement") made this ____ day of _____, 2016, between the Charter Township of Brighton ("Township"), a Michigan Municipal Corporation, whose address is 4363 Buno Road, Brighton, Michigan 48114, and Wil-Pro Development Company, LLC ("Wil-Pro"), a Michigan Limited Liability Company, whose address is 19100 W. Ten Mile Road, Suite 204, Southfield, Michigan 48075.

RECITALS

A. Wil-Pro owns real property located in Section 8 of Brighton Township, Livingston County, Michigan, commonly known as Parcels 12-08-200-003 and 12-08-200-004, as described in Exhibit "A" attached hereto (the "Property).

B. ~~Wil=Pro's property is in two zoning districts, 42.23 acres in the R-2 district and 26.39 acres in the B-1 district, as shown in Exhibit "B" as attached hereto.~~

B. In 2005, Wil-Pro petitioned the Township to develop its Property as a Mixed Use P.U.D. in accordance with Article 12 of the Brighton Township Zoning Ordinance.

C. ~~Wil=Pro desires to develop its property as a PUD in accordance with Article 12 of the Brighton Township Zoning Ordinance.~~

C. The Township rezoned the Property to a Mixed Use P.U.D and the Conceptual Site Plan was approved by the Township on December 5, 2005. Wil-Pro intended on constructing the residential portion of the Property as a first phase and the commercial portion as a second phase.

D. ~~The Township prefers to have one PUD development at the site, representing a blending of a residential PUD and Mixed Use PUD.~~

D. The Township approved the Preliminary Site Plan for the residential portion of the Property on September 18, 2006 and a Planned Development Agreement was entered into between the Township and Wil-Pro on July 2, 2007.

E. That Planned Development Agreement was amended with a First Amendment to Planned Development Agreement dated December 16, 2011.

F. Since Wil-Pro's site plan for the residential portion of the Property expired pursuant to the terms of the Township's zoning ordinance, a Notice of Setting Aside of Planned Development Agreement was executed by the Township on September 20, 2013, rendering the July 2, 2007 agreement and December 16, 2011 First Amendment null and void.

G. This Planned Development Agreement replaces the July 2, 2007 Planned Development Agreement and December 16, 2011 First Amendment.

Now, therefore, the Township and Wil-Pro agree as follows:

1. Wil-Pro has submitted and the Township has accepted the Deerfield Preserve P.U.D. Plan, which includes seventy eight (78) single family residential home sites and one (1) commercial/office site. See Exhibit "B" ~~"C"~~ attached hereto.

2. The Deerfield Preserve P.U.D. will have a minimum of 28.02 acres dedicated to ~~as~~ common Open Space. The regulations regarding the Open Space are set forth in Section 12-08 of the Brighton Township Zoning Ordinance.

~~A.~~ The Open Space shall be set aside in perpetuity ~~in accordance with the Master Deed.~~

~~B. The dedicated open space shall be maintained by the Deerfield Preserve Owners Association.~~

~~C. After the infrastructure servicing the PUD has been installed and completed, no trees shall be cut or removed from the dedicated open space, except trees that have died.~~

~~D. Wil-Pro will install 2.02 miles of hard surface walking trails throughout the dedicated open space, as shown on the Plan.~~

B. The Open Space will be protected from all forms of development, except as shown on an approved site plan.

C. The Open Space shall be used only for a 2.2 mile hard surface walking trail, as shown on the approved site plan, and for no other reason whatsoever.

D. The use of the Open Space is further restricted as follows:

i. There shall be no dumping or storing of any material or refuse in the Open Space.

ii. There shall be no activity that may cause risk of soil erosion or threaten any living plant material.

iii. There shall be no cutting or removal of live plant material except for removal or dying or diseased vegetation or trees.

iv. There shall be no use of motorized off road vehicles.

v. After the infrastructure servicing the Open Space has been installed and completed, no trees shall be cut or removed from the Open Space except trees that have died.

vi. The Open Space shall be maintained by the Deerfield Preserve Homeowners Association.

vii. If the Deerfield Preserve Homeowners Association fails to adequately maintain the Open Space and the Township finds it necessary to maintain the dedicated Open Space, or it is determined by the Township to be a public nuisance, any costs expended by the Township for maintenance shall be prorated equally among the owners in Deerfield Preserve, and billed by the Township to the persons showing up on the last tax records to be the owner of the Units. The Township may add to the cost of maintenance a sum not to exceed 25% thereof, to cover the Township's overhead and administrative costs. All such statements shall be due and payable within 30 days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made.

viii. Further subdivision of the Open Space or its use for other than recreation, conservation or landscaping purposes, except for easements for utilities, shall be strictly prohibited. Any change in use of the Open Space from what is shown on the approved site plan shall require Township Board approval, based upon the recommendation of the Planning Commission, and shall not diminish compliance with the requirements of Article 12 of the Brighton Township Zoning Ordinance.

ix. Nothing herein shall prevent the conveyance of Open Space to a public agency or other non-profit entity for recreational or conservation use.

3. Three (3) canopy trees shall be planted on each unit adjacent to the road, in accordance with Section 14-02 (i) (2) [requires two (2) trees per unit] and Section 12-08 (d) (1) [requires one (1) tree for every forty (40) feet of road]. The balance of the required trees may be placed elsewhere within the development.

4. Deerfield Preserve P.U.D. will be serviced by public sanitary sewer and individual water wells. All unit owners will be required to connect to the municipal water supply in the future if the same becomes available.

5. Deerfield Preserve P.U.D. will be developed in two phases; the residential area (units 1-78) initially, and thereafter the 6.56 acre commercial area (unit 79) located at the northwest corner of Old U.S. 23 and Hyne Road. If unit 79 is developed in accordance with the Conceptual Site Plan for "Deerfield Shoppes" ~~dated 8/5/05 and~~ approved by the Township on ~~12/5/05~~ _____, 2016, or in a manner that generates similar traffic, Wil-Pro will construct the improvements outlined in the submitted Traffic Impact Analysis dated October, 2005, prepared by Traffic Engineering Consultants, and updated August 7, 2015. If unit 79 is developed with a different site plan that does not generate traffic consistent with the approved Conceptual Site Plan referenced above, Wil-Pro will construct the roadway improvements necessary to have the roadways (Old U.S. 23 and Hyne Road) function at a Level of Service "D" (LOS "D") or as otherwise required by the Livingston County Road Commission. An updated traffic study is required of the developer at the time the commercial site plan is reviewed by the Planning Commission and Township Board. The parties mutually agree that only uses designated in the B-1 zoning district will be allowed on the commercial parcel. Due to the construction phasing of the residential and commercial projects the Developer will install the landscaping that is located between the commercial and residential properties within two years of issuing the Land Use Permit for the project.

6. Wil-Pro will construct a sanitary sewer lift station on its property and at its expense, in the location set forth on the approved final site plan of the property, and pursuant to plans and specifications approved by the Township, that is capable of providing ~~400~~ 299 residential equivalent units (REUs), to serve the Deerfield Preserve P.U.D., with excess capacity to be reserved to the Township. After construction, the lift station will be dedicated to the public along with any required easements, at no cost to the Township. In exchange for constructing the lift station and dedicating the same to the public as provided in this paragraph, the Township shall reserve 78 REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the residential portion of the P.U.D. as identified on the approved site plan. The Township will also reserve for a period of ten (10) years from the date of execution of this Planned Development Agreement, ~~72~~ 22 additional REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the commercial area of the development as set forth on the approved site plan. Wil-Pro will pay the Township at the time each ~~building~~ land use permit is issued, the then existing price for REUs. In the event Wil-Pro and/or Deerfield Preserve P.U.D. does not need or utilize the capacity reserved to it by this paragraph, within the time frame set forth herein, any and all unused REUs shall revert to the Township. Developer will be responsible to pay the debt service charge for all reserved REU's commencing at the time the agreement is approved.

7. This Agreement shall be recorded with the Livingston County Register of Deeds at Wil-Pro's expense and shall constitute a covenant running with the land.

8. This Agreement shall be binding on and shall inure to the benefit of the successors, transferees and assigns of the parties.

9. This Agreement may not be modified without the written consent of both parties.

10. If site plan approval for the development of the Property expires, this Agreement becomes null and void.

11. Wil-Pro acknowledges and understands that Section 12-02(f) of the Charter Township of Brighton Zoning Ordinance requires that the entire proposed development shall be under single ownership or control, such that there is a single entity having responsibility for completing both the residential and commercial portions of the project in conformity with the approved PUD plan, and that Wil-Pro agrees to be bound by the provisions of this section of the Ordinance. This provision shall not prohibit a transfer of ownership or control to another single entity, provided that notice of such transfer is provided to the Township Clerk.

Signed:

Charter Township of Brighton,
A Michigan Municipal Corporation

By:_____
Thomas E. Murphy
Its: Supervisor

By:_____
Ann Bollin
Its: Clerk

Wil-Pro Development Company, LLC,
A Michigan Limited Liability Company

By:_____
Marshall Blau, President of
Progressive Properties, Inc.,
A Michigan Corporation
Its: Member

By:_____
David L. Willacker, President of
Woodstream Development Co., Inc.
A Michigan Corporation
Its: Member

STATE OF MICHIGAN)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Thomas E. Murphy, Supervisor of the Charter Township of Brighton, a Michigan Municipal Corporation, and by Ann Bollin, Clerk of the Charter Township of Brighton, a Michigan Municipal Corporation.

My Commission Expires:_____

_____
_____, Notary Public
_____County, Michigan

STATE OF MICHIGAN)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Marshall Blau, President of Progressive Properties, Inc., A Michigan Corporation, and by David L. Willacker, President of Woodstream Development Company, Inc., a

Michigan Corporation, as Members of Wil-Pro Development Company, LLC, a Michigan Limited Liability Company.

My Commission Expires:_____ _____

_____, Notary Public

_____County, Michigan

EXHIBIT "A"

LEGAL DESCRIPTION ATTACHED TO DEVELOPMENT AGREEMENT

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND THE CENTERLINE OF OLD U.S. 23 HIGHWAY (120 FOOT WIDE), S. 01°49'00" W., 242.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE AND CENTERLINE OF OLD U.S. 23 (120 FOOT WIDE), S. 01°49'00" W., 2437.28 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE ALONG THE EAST-WEST *V.* LINE OF SAID SECTION 8 AND CENTERLINE OF HYNE ROAD (66 FOOT WIDE), N. 88°51'06" W. (RECORDED AS N. 88°40'00" W.), 1069.63 FEET; THENCE N. 01°49'32" E., 238.05 FEET; THENCE N. 88°51'06" W. 183.01 FEET; THENCE ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 8 (AS MONUMENTED), N. 01°49'32" E., 2187.84 FEET; THENCE S. 89°22'23" W., 1252.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.91 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING OLD U.S. 23 HIGHWAY (120 FOOT WIDE) AND HYNE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT "B"
ATTACH SITE PLAN

RECEIVED

JUL 14 2015

BRIGHTON TOWNSHIP

PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement ("Agreement") made this 2nd day of July, 2007, between the Charter Township of Brighton ("Township"), A Michigan Municipal Corporation, whose address is 4363 Buno Road, Brighton, Michigan 48114, and Wil-Pro Development Company, L.L.C. ("Wil-Pro"), A Michigan Limited Liability Company, whose address is 19100 W. Ten Mile Road, Suite 204, Southfield, Michigan 48075.

RECITALS

A. Wil-Pro owns real property located in Section 8 of Brighton Township, Livingston County, Michigan, commonly known as Parcels 12-08-200-003 and 12-08-200-004, as described in Exhibit "A" attached hereto.

B. Wil-Pro's property is in two zoning districts, 42.23 acres in the R-3 district and 26.39 acres in the B-1 district, as shown in Exhibit "B" attached hereto.

C. Wil-Pro desires to develop its property as a P.U.D. in accordance with Article 12 of the Brighton Township Zoning Ordinance.

D. The Township prefers to have one P.U.D. development at the site, representing a blending of a Residential P.U.D. and a Mixed Use P.U.D.

Now, therefore, the Township and Wil-Pro agree as follows:

1. Wil-Pro has submitted and the Township has accepted the Deerfield Preserve P.U.D. Plan, which includes seventy eight (78) single family residential home sites and one (1) commercial/office site. See Exhibit "C" attached hereto.

2. Deerfield Preserve P.U.D. will have a minimum of 28.02 acres dedicated as common open space.

   A. The dedicated open space shall be set aside in perpetuity in accordance with the Master Deed.

   B. The dedicated open space shall be maintained by the Deerfield Preserve Owners Association.

   C. After the infrastructure servicing the P.U.D. has been installed and completed, no trees shall be cut or removed from the dedicated open space, except trees that have died.

   D. Wil-Pro will install 2.02 miles of hard surface walking trails throughout the dedicated open space, as shown on the Plan.

3. Three (3) canopy trees shall be planted on each unit adjacent to the road, in accordance with Section 14-02 (i) (2) [requires two (2) trees per unit] and Section 12-08 (d) (1) [requires one (1) tree for every forty (40) feet of road]. The balance of the required trees may be placed elsewhere within the development.

4. Deerfield Preserve P.U.D. will be serviced by public sanitary sewer and individual water wells. All unit owners will be required to connect to the municipal water supply in the future if the same becomes available.

5. Deerfield Preserve P.U.D. will be developed in two phases; the residential area (units 1-78) initially, and thereafter the 6.56 acre commercial area (unit 79) located at the northwest corner of Old U.S. 23 and Hyne Road. If unit 79 is developed in accordance with the Conceptual Site Plan for "Deerfield Shoppes" dated 8/15/05 and approved by the Township on 12/5/05, or in a manner that generates similar traffic, Wil-Pro will construct the improvements outlined in the submitted Traffic Impact Analysis dated October, 2005, prepared by Traffic Engineering Consultants. If unit 79 is developed with a different site plan that does not generate traffic consistent with the approved Conceptual Site Plan referenced above, Wil-Pro will construct the roadway improvements necessary to have the roadways (Old U.S. 23 and Hyne Road) function at a Level of Service "D" (LOS "D") or as otherwise required by the Livingston County Road Commission. The parties mutually agree that only uses designated in the B-1 zoning district will be allowed on the commercial parcel.

6. Wil-Pro will construct a sanitary sewer lift station on its property and at its expense, in the location set forth on the approved final site plan of the property, and pursuant to plans and

specifications approved by the Township, that is capable of providing 400 residential equivalent units (REUs), to serve the Deerfield Preserve P.U.D., with excess capacity to be reserved to the Township. After construction, the lift station will be dedicated to the public along with any required easements, at no cost to the Township. In exchange for constructing the lift station and dedicating the same to the public as provided in this paragraph, the Township shall reserve in perpetuity, 78 REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the residential portion of the P.U.D. as identified on the approved site plan. The Township will also reserve for a period of ten (10) years from the date of execution of this Planned Development Agreement, 72 additional REUs for the exclusive use of Wil-Pro and/or Deerfield Preserve P.U.D., or their successors and assigns, to service the commercial area of the development as set forth on the approved site plan. Will-Pro will pay the Township at the time each building permit is issued, the then existing price for REUs. In the event Wil-Pro and/or Deerfield Preserve P.U.D. does not need or utilize the capacity reserved to it by this paragraph within the time frame set forth herein, any and all unused REUs shall revert to the Township.

7. Wil-Pro acknowledges and understands that Section 12-02(f) of the Charter Township of Brighton Zoning Ordinance requires that the entire proposed development shall be under single ownership or control, such that there is a single entity having responsibility for completing both the residential and commercial portions of the project in conformity with the approved P.U.D. plan, and that Wil-Pro agrees to be bound by the provisions of this section of the Ordinance. This provision shall not prohibit a transfer of ownership or control, provided that notice of such transfer is provided to the Township Clerk.

Signed:

Charter Township of Brighton,
A Michigan Municipal Corporation

By: _____
H. E. Prine
Its: Supervisor

By: _____
Ann Bollin
Its: Clerk

Wil-Pro Development Company, L.L.C.,
A Michigan Limited Liability Company

By: _____
Marshall Blau, President of
Progressive Properties, Inc.,
A Michigan Corporation
Its: Member

By: _____
David L. Willacker, President of
Woodstream Development Company, Inc.,
A Michigan Corporation
Its: Member

STATE OF MICHIGAN)
) SS.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 2nd day of July, 2007, by H. E. Prine, Supervisor of the Charter Township of Brighton, A Michigan Municipal Corporation, and by Ann Bollin, Clerk of the Charter Township of Brighton, A Michigan Municipal Corporation.

My commission expires:

[illegible]
MY COMMISSION EXPIRES Feb 11, 2008

Lucille M. Weire
, Notary Public
Livingston County, Michigan
Acting in Livingston County

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by Marshall Blau, President of Progressive Properties, Inc., A Michigan Corporation, and by David L. Willacker, President of Woodstream Development Company, Inc., A Michigan Corporation, as Members of Wil-Pro Development Company, L.L.C., A Michigan Limited Liability Company.

My commission expires: May 22, 2011

Susan M. Viers
Susan M. Viers, Notary Public
Oakland County, Michigan
Acting in Oakland County

EXHIBIT "A"

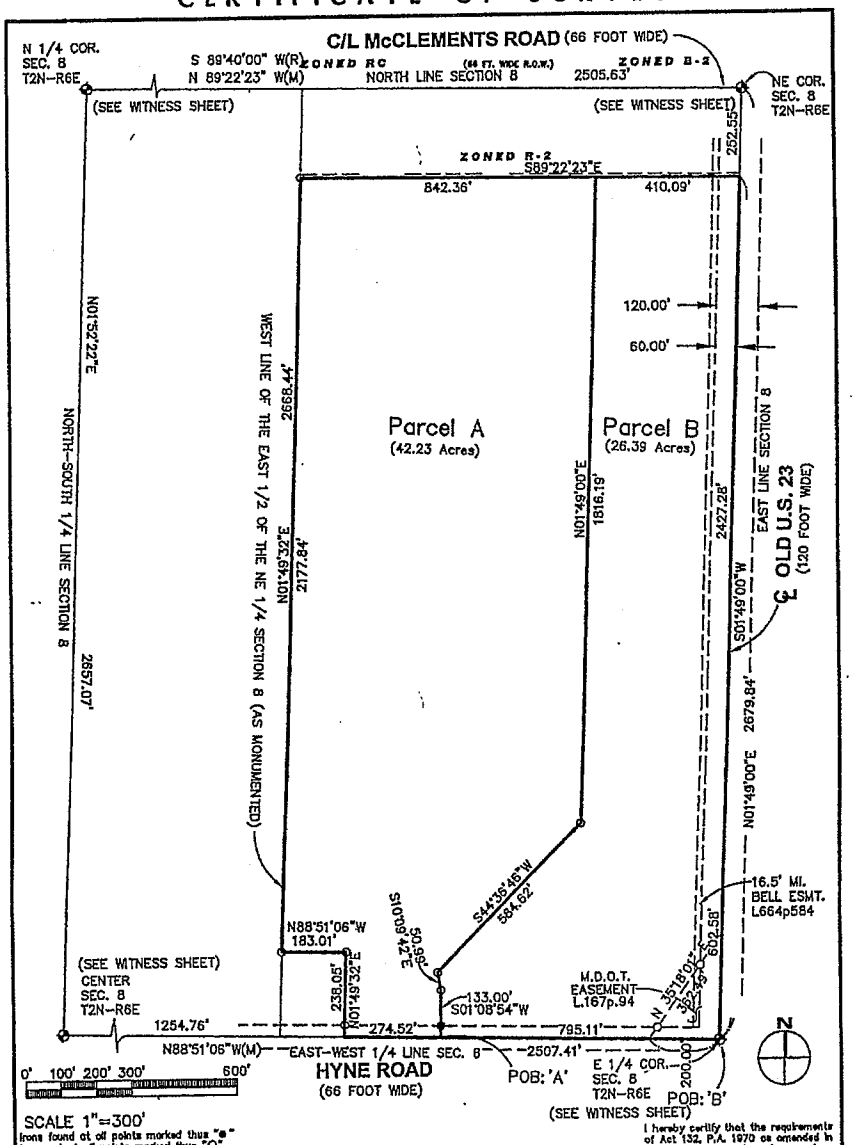
LEGAL DESCRIPTION ATTACHED

TO DEVELOPMENT AGREEMENT

PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND THE CENTERLINE OF OLD U.S. 23 HIGHWAY (120 FOOT WIDE), S. 01°49'00" W., 242.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE AND CENTERLINE OF OLD U.S. 23 (120 FOOT WIDE), S. 01°49'00" W., 2437.28 FEET TO THE EAST ¼ CORNER OF SAID SECTION 8; THENCE ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 8 AND CENTERLINE OF HYNE ROAD (66 FOOT WIDE), N. 88°51'06" W. (RECORDED AS N. 88°40'00" W.), 1069.63 FEET; THENCE N. 01°49'32" E., 238.05 FEET; THENCE N. 88°51'06" W. 183.01 FEET; THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SECTION 8 (AS MONUMENTED), N. 01°49'32" E., 2187.84 FEET; THENCE S. 89°22'23" W., 1252.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.91 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING OLD U.S. 23 HIGHWAY (120 FOOT WIDE) AND HYNE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT "B"

CERTIFICATE OF SURVEY



SCALE 1"=300'

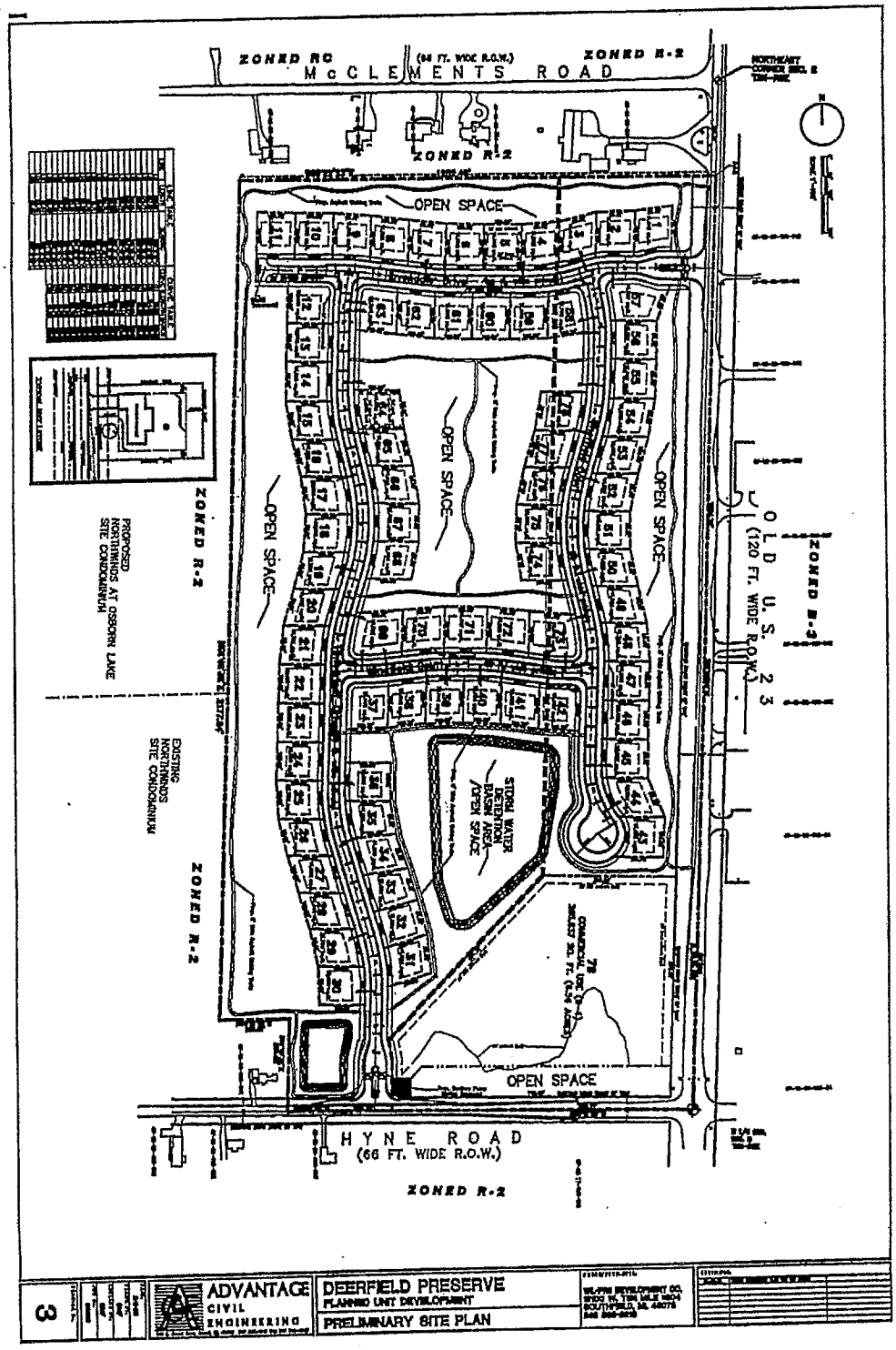
Irons found at all points marked thus "●"
Irons set at all points marked thus "O"
The ratio of closure on the unadjusted field observations of this survey was 1/8,000.

I hereby certify that the requirements of Act 132, P.A. 1970 as amended in Act 24, P.A. 1985, have been met.

CLIENT:	DESCRIPTION: PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP LIVINGSTON COUNTY, MICHIGAN
DAVE WILLACKER	ADVANTAGE CIVIL ENGINEERING
JOB NO. 00020	110 E. Grand River, Howell, MI 48843
DATE: 04-30-03	Phone 517 545-4141 Fax 517 545-4146
REVISED: 05-09-05	
OFFICE: CC	
FIELD: RA	
SHEET: 1 OF 6	

Christopher T. Cotter Authorized Agent
P.S. No. 41097

EXHIBIT "C"


ZONED RC
McCLEMENTS ROAD
(84 FT. WIDE R.O.W.)
ZONED R-2
ZONED R-2
OPEN SPACE
OPEN SPACE
OPEN SPACE
OPEN SPACE
ZONED R-2
ZONED R-2
ZONED R-2
PROPOSED NORTHWINDS AT OSBORN LAKE SITE CONDOMINIUM
EXISTING NORTHWINDS SITE CONDOMINIUM
STORM WATER DETENTION BASIN AREA / OPEN SPACE
OPEN SPACE
OLD U.S. 23
(120 FT. WIDE R.O.W.)
ZONED R-3
HYNE ROAD
(66 FT. WIDE R.O.W.)
ZONED R-2
ADVANTAGE CIVIL ENGINEERING
DEERFIELD PRESERVE
PLANNED UNIT DEVELOPMENT
PRELIMINARY SITE PLAN
3

FIRST AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
DATED JULY 2, 2007

RECEIVED
JUL 1 6 2015
BRIGHTON TOWNSHIP

Whereas, there is a certain Planned Development Agreement ("Agreement") dated July 2, 2007, between the Charter Township of Brighton ("Township"), a Michigan Municipal Corporation, and Wil-Pro Development Company, LLC ("Wil-Pro"), a Michigan Limited Liability Company, and

Whereas, the Agreement covers real property located in Section 8 of Brighton Township, Livingston County, Michigan, commonly known as parcels 12-08-200-003 and 12-08-200-004 as described in Exhibit "A" attached hereto, and

Whereas, Wil-Pro has requested an Amendment to the Agreement; the Township Planning Commission recommended the requested Amendment be granted and the Township Board approved the requested Amendment to the Agreement at its meeting held on December 5, 2011.

Now, therefore, the Township and Wil-Pro mutually agree as follows:

1. Notwithstanding the language in paragraph 7 of the Agreement, Wil-Pro shall be permitted to have one owner for the commercial portion of the property, as that commercial property is identified on the expired site plan previously approved by the Township, and a different owner for the residential portion of the property, thereby eliminating the requirement that a single entity have control or responsibility for completing the entire project.

2. The parties acknowledge the previously approved site plan has expired.

3. All other terms and conditions of the Agreement remain in full force and effect

Dated: 12/16/11

Charter Township of Brighton,
A Michigan Municipal Corporation

By: Thomas E. Murphy
Tom Murphy
Its: Supervisor

By: [signature]
Ann Bollin
Its: Clerk

Wil-Pro Development Company, LLC,
A Michigan Limited Liability Company

By: _____
Marshall Blau, President of
Progressive Properties, Inc.,
A Michigan Corporation

By: _____
David L. Willacker, President of
Woodstream Development Co., Inc.
A Michigan Corporation

STATE OF MICHIGAN)
COUNTY OF Livingston)

The foregoing Instrument was acknowledged before me in this 16th day of December, 2011, by Tom Murphy, Supervisor, and Ann Bollin, Clerk, Charter Township of Brighton, A Michigan Municipal Corporation.

My Commission Expires: Nov. 2, 2014

Lucille M. Weaire
LUCILLE M. WEAIRE, Notary Public
Livingston County, Michigan
Acting in Livingston Cty, Michigan

LUCILLE M. WEAIRE
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Nov 2, 2014
ACTING IN COUNTY OF Livingston

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing Instrument was acknowledged before me in this 6th day of December, 2011, by Marshall Blau, President of Progressive Properties, Inc A Michigan Corporation, and by David L. Willacker, President of Woodstream Development Company, Inc., A Michigan Corporation, as Members of Wil-Pro Development Company, LLC, A Michigan Limited Liability Company.

My Commission Expires: May 22, 2017

Susan M. Viers
Susan M. Viers, Notary Public
Oakland County, Michigan
Acting in Oakland Michigan

RECEIVED

JUL 14 2015

BRIGHTON TOWNSHIP

NOTICE OF SETTING ASIDE OF PLANNED DEVELOPMENT AGREEMENT

Thomas E. Murphy, Supervisor, and Ann M. Bollin, Clerk, on behalf of the Charter Township of Brighton, present the following:

RECITALS:

A. On July 2, 2007, a Planned Development Agreement ("Agreement") was executed between the Charter Township of Brighton ("Township"), A Michigan Municipal Corporation, whose address is 4363 Buno Road, Brighton, Michigan 48114, and Wil-Pro Development Company, LLC ("Wil-Pro"), A Michigan Limited Liability Company, whose address is P.O. Box 2709, Southfield, Michigan 48037.

B. The Agreement pertains to 68.62 acres located in the NE 1/4 of Section 8, T.2N., R.6E., Brighton Township, Livingston County, Michigan. Complete legal description attached hereto as Exhibit "A".

C. On December 16, 2011, a First Amendment ("Amendment") to the Planned Development Agreement was executed by the Township and Wil-Pro.

D. Wil-Pro has not developed the site in accordance with the Agreement, Amendment and Township Ordinance, and its Site Plan approval has expired. Wil-Pro, as the sole owner of the property, has requested the Agreement and Amendment be set aside.

E. At the Charter Township of Brighton Board of Trustees meeting on September 16, 2013, the Board authorized the setting aside of the Agreement and Amendment.

Now, therefore, the Supervisor and Clerk on behalf of the Charter Township of Brighton hereby release, discharge, and hold null and void the Planned Development Agreement dated July 2, 2007, and First Amendment to the Planned Development Agreement dated December 16, 2011.

Parcel ID #: 12-08-200-003
12-08-200-004

CHARTER TOWNSHIP OF BRIGHTON

Date: 9/20/13

Thomas E. Murphy
By: Thomas E. Murphy
Its: Supervisor

By: Ann M. Bollin
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF September, 2013.

My Commission Expires: September 11, 2019

Katelyn Beach
Notary Public

Livingston County, Michigan
Acting In Livingston County

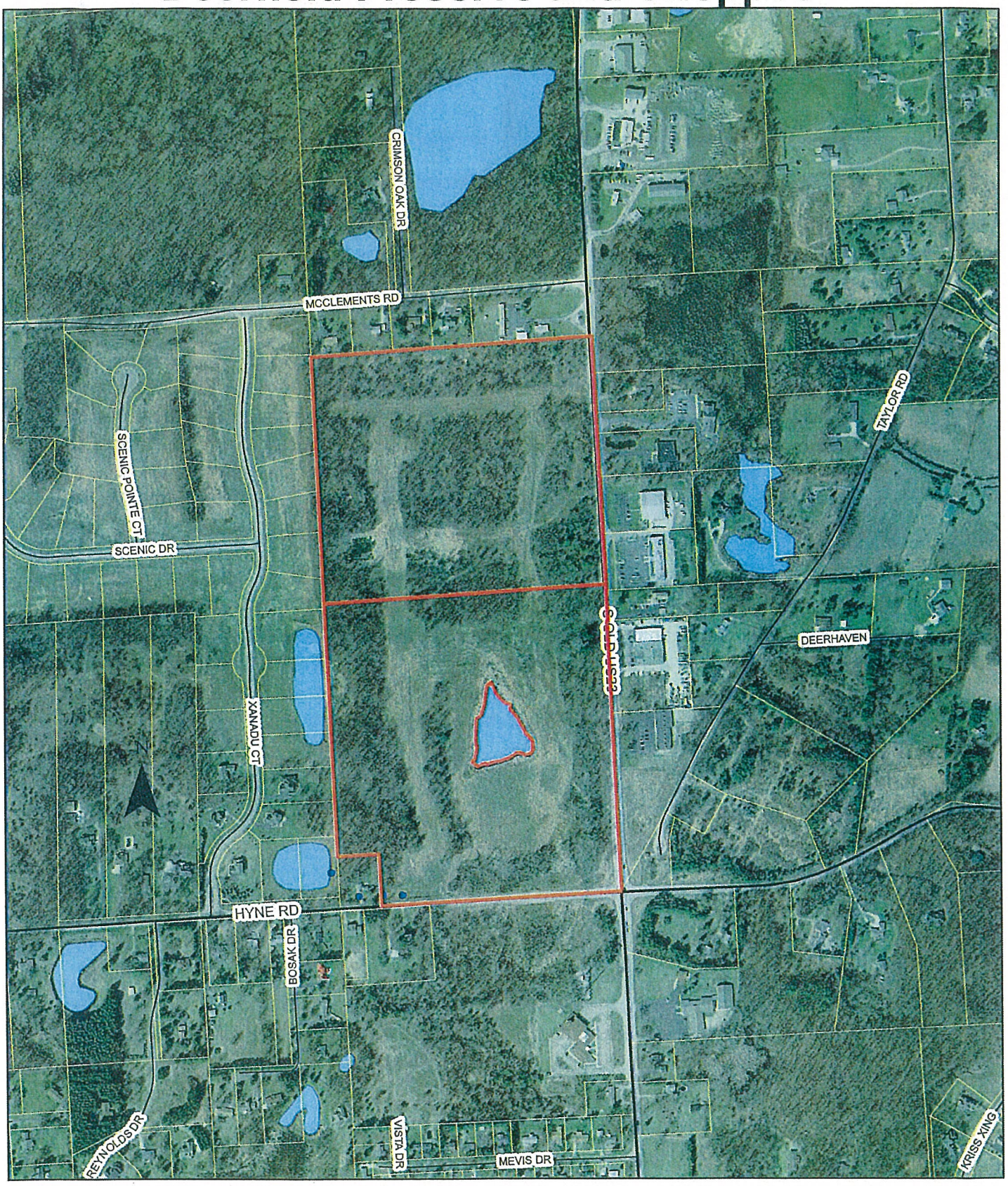
Drafted by:
Susan M. Viers
Progressive Properties, Inc.
PO Box 2709
Southfield, Michigan 48037
AFTER RECORDING, RETURN TO SAME

KATELYN BEACH
Notary Public - Michigan
Livingston County
My Commission Expires Sep 11, 2019
Acting in the County of Livingston

EXHIBIT "A" LEGAL DESCRIPTION

PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID SECTION 8 AND THE CENTERLINE OF OLD U.S. 23 HIGHWAY (120 FOOT WIDE), S. 01°49'00" W., 242.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE AND CENTERLINE OF OLD U.S. 23 (120 FOOT WIDE), S. 01°49'00" W., 2437.28 FEET TO THE EAST ¼ CORNER OF SAID SECTION 8; THENCE ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 8 AND CENTERLINE OF HYNE ROAD (66 FOOT WIDE), N. 88°51'06" W. (RECORDED AS N. 88°40'00" W.), 1069.63 FEET; THENCE N. 01°49'32" E., 238.05 FEET; THENCE N. 88°51'06" W. 183.01 FEET; THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SECTION 8 (AS MONUMENTED), N. 01°49'32" E., 2187.84 FEET; THENCE S. 89°22'23" W., 1252.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.91 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING OLD U.S. 23 HIGHWAY (120 FOOT WIDE) AND HYNE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

Deerfield Preserve and Shoppes



N

0 190 380 760 1,140 1,520 Feet

Charter Township of Brighton

C. Doughty moved and P. Michel seconded **to appoint the Clerk as the Officer Representative to the MERS Annual Conference and to authorize attendance of the officer representative.**
Motion carried.

DISCUSSION – Review of Planned Development Agreement, Deerfield Preserve
Manager Vick provided overview of the status of the Site Plan, Rezoning and Planned Development Agreement stating he was looking for feedback from the Board. K. Mathews, Township Planner, provided background and overview of recent Planning Commission meeting(s). Discussion included the number of lots, allocating REU's, Sanitary Sewer Ordinance changes, was the site plan the same, single ownership per the ordinance, density bonus, PUD ordinance, capacity of booster station, and adjusting the PDA based on other recent sanitary sewer ordinance changes.

INTEREST CHARGE ON SANITARY SEWER SPECIAL ASSESSMENT DISTRICT
Manager Vick summarized the bond refunding process and outlined the impact on the Sanitary Sewer Fund and noting payoff of bonds in five (5) years, ordinance requirements, and administrative fee. Discussion included incorporating the reduced debt obligation in an updated fiscal analysis.
P. Michel moved and L. Weaire seconded **to adopt Resolution No. 15-029, reducing the interest rate on sewer system special assessments to 5.9% effective December 1, 2015.**
Ayes: L. Weaire, C. Doughty, M. Slaton, P. Michel, A. Bollin.
Nays: None.
Motion carried.

REPORTS AND CORRESPONDENCE
REPORTS
Zoning Board of Appeals Minutes – June 24, 2015
Planning Commission Meeting Minutes – July 13, 2015
Planning Commission Special Meeting Minutes - August 31, 2015
Election Commission Minutes – April 8, 2015
Livingston Community Water Authority Minutes – June 17, 2015
Brighton Area Fire Authority Regular Meeting Minutes – July 9, 2015
Brighton Area Fire Authority Regular Meeting Minutes – August 13, 2015
L. Weaire – BAFA update; upcoming Livingston County Department of Planning brown bag lunch.
C. Doughty/P. Michel – SELCRA update; clarified false reports stating the Director had resigned, and SELCRA Board's recent action directing D. Smith to explore collaborating with Brighton Area Schools. BTBT consensus was to request the Manager to work with D. Smith to schedule Joint Meeting with SELCRA member communities.
P. Michel - Upcoming BAFA Open House. Election Commission met for upcoming November election.
M. Slaton – Upcoming Utilities Committee meeting.
A. Bollin – Upcoming Township-sponsored Large Item Drop Off Day; LCWA policies on billing.

DEPARTMENTS
Revenue & Expenditure Report – First Quarter, FY' 2015-16
Infrastructure Alternatives, Inc. Monthly Operating Reports – April, May, June July and August, 2015

MANAGER
Brighton Township Sanitary Sewer Drainage District Refunding Bonds, Series 2015 (General Obligation Limited Tax) was included in packet; new part time employee in the Assessing/Administration department; upcoming ZBA meeting to review MDOT noise variance request; I-96/US-23 project is ahead of schedule.

CALL TO THE PUBLIC
Jim Sarna, 8266 Woodland Shore Drive – Confused by Manager's explanation of SAD's and residents choosing to tax themselves; unused sewer capacity is no benefit to him.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities™

memorandum

Date: January 5, 2016

To: Mr. Brian Vick, Manager, Brighton Township

cc: Jacob Rushlow, Project Manager, OHM Advisors
Sherri Wright, Project Engineer, OHM Advisors

From: Lambrina Tercala, Project Engineer, OHM Advisors

Re: Capacity Analysis of Proposed Hyne Road Pumping System (at Old US-23 and Hyne Road) to Service Proposed Deerfield Preserve and Other Flows

SUMMARY

This memorandum provides the conceptual basis for the future Hyne Road pump station. Our analysis assumes a pump station with a final build out capacity of 365 gallons per minute (gpm) at 240 feet (ft) total dynamic head (TDH) would accommodate existing flows and up to 299 additional residential equivalent units (REUs). The order of magnitude opinion of construction cost for the pump station improvements is approximately $720,000. Additional considerations, explained herein, should be reviewed prior to proceeding with final design.

SCOPE OF SERVICES

OHM Advisor's completed a study in 2006, which included analysis of existing and future flow contributions to the Old US-23 force main. The 6-inch to 8-inch nominal diameter, SDR11 HDPE force main spans from Huntmore Estates (at the north end; via Pump Station No. 7) to beyond Hilton Road; the force main ultimately discharges to atmosphere at a gravity sewer manhole. The 2006 analysis included review of flow rates and pressures along the force main for 1) existing REUs and Pump Station No. 7 capacity and 2) an options analysis to maximize the number of future REUs that may be added to the force main over phased construction periods. Four phases of construction were presented in the report to accommodate future REUs. The first phase, which is the subject of our current 2015 review effort, included construction of a pump station nearest Old US-23 and Hyne Road. The construction of the pump station would create capacity for up to 400 additional REUs that could be added to the Old US-23 force main, and provide immediate sanitary sewer relief to the then impending developments. The full results of the report are provided in our 'Sanitary Sewer Analysis Along Old US-23' report, which is attached herein; see 'Previous Reports' attachment.

Current day, development planning is underway for Deerfield Preserve, which will be located to the north of Hyne Road and west of Old-US 23. Sanitary flows (gravity) from Deerfield Preserve are anticipated to contribute to the inflow at the still proposed Hyne Road pump station. Other, future developments may also contribute flows directly to the pump station's wet well; these flows are anticipated to be via low pressure force main(s) by means of individual grinder pumps (E/One). The 400 REU Hyne Road pump station has not yet been constructed. Brighton Township seeks to confirm that the proposed capacity of Hyne Road pump station is adequate for the updated future REUs from these developments.

Brighton Township has requested OHM Advisors review and update existing and future flow contributions to the proposed Hyne Road pump station. The tasks associated with this review effort consisted of the following:

Task 1: Evaluate the total future REUs that may be provided by construction of the proposed Hyne Road pump station given updated (calendar year [CY] 2015) existing and projected developments. As referenced above, the CY2006 study suggests 400 REUs were previously anticipated.
Task 2: Update the CY2006 costs associated with the proposed Hyne Road pump station.
Task 3: Assess Old US-23 force main impacts and other design factors that should be considered as detailed design progresses.

Results from these tasks are presented below.

Task 1 Results

Existing flows contributing to the Old US23 force main are summarized on Table 1 and presented, schematically, on Figure 1. Flow contributors consist of Pump Station No. 7 (via Huntmore Estates), Northwinds and Northwinds at Osborn Lake, and direct-connect residential grinder pumps. We estimate the existing force main sees up to 176 gpm of total sanitary flow from up to 191 REUs.

Huntmore Estates is serviced by Pump Station No. 7. Huntmore Estates is anticipated to service up to 129 REUs, which equates to 99 gpm inflow (grinder pumps; max of 9 pumps concurrently on). The duty point for Pump Station No. 7 was previously suggested as 185 gpm at 47 ft TDH (per Act 451 permit application and other available literature; see 'Back-up Data' attachment). The suggested head at Pump Station No. 7 appears artificially low based on the static head at the pump station and the sizable friction losses known to occur over a force main of this length (6" at ~12,000 LF and 8" at ~3200LF). Therefore, a system curve was built to model the head observed by Pump Station No. 7, and the pump curve was overlaid to determine the operating point of the pump (see Figure 2). As shown in Figure 2, the anticipated operating point of Pump Station No. 7 varies between approximately 80-100 gpm, dependent on the coefficient of friction used. OHM Advisors is unaware of operating issues at Pump Station No. 7; as such, we assume the pump maintains peak inflow. Therefore, for our analysis of the Old US-23 force main, we assume the discharge from Pump Station No. 7 is more nearly 99 gpm (peak inflow from grinder pumps.). It should be noted, as-built construction drawings were not available for the force main; therefore, construction of the system curve included placeholder values for minor losses associated with pipe fittings.

REUs from potential future developments was assessed and provided by the Township's planner for our analysis; the total REUs assumed from future developments is one hundred and forty nine (149). Future flows contributing to the Old US-23 force main are summarized on Table 2 and presented, schematically, on Figure 3 (preliminary build out; Deerfield Preserve build out only) and 4 (final future build out). As proposed, all existing and future flows are directed to the wet well of the proposed Hyne Road pump station. This is due to the large anticipated head of the Hyne Road pumps and negative impact the head would have on the existing pumps at Pump Station No. 7 (increased head would reduce flow; reduced flow may lead to an inflow greater than the pump's discharge). Conversely, by shortening the force main upstream of the Hyne Road pump station (discharge into Hyne Rd), reduced frictional losses will be observed by Pump Station No. 7 pumps, and therefore, increased flow rates from Hyne Rd would occur. See Figure 5 for revised duty point of Pump Station No. 7 based on shortened force main length. A duty point of 190 gpm from Pump Station No. 7 is not warranted by the peak inflow into its wet well. Additionally, an increased pump effluent from Pump Station No. 7 would unjustly increase the pump size required at Hyne Road Pump Station and operate near the force main's pressure rating (SDR11 has pressure rating of 160 psi.). As such, we completed our analysis assuming an effluent flow from Pump Station No. 7 of 99 gpm. Brighton Township can accomplish this by providing artificial head at the pump via valving or changing out the pumps.

In addition to existing flows, future flow contributors to Hyne Road Pump Station also include possible neighboring future developments (all grinder pumps assumed). Future gravity flow contributors consist of Deerfield Preserve. **We estimate the existing force main will see 292 gpm of total sanitary flow from up to 150 additional REUs; this is based on existing flows and build-out of Deerfield Preserve only. Ultimate build out of the remaining future developments (grinder discharges only) would provide for 347 gpm of total sanitary flow from up to 299 additional REUs.** System curves were built to model the head observed by the Hyne Road pump station under both future inflow scenarios; see Figures 6 and 7.

As presented, the pump capacities for the two future flow scenarios, based on a C=120 permitted value, are as follows:

- Preliminary Build Out Duty Point: 292 gpm at 165 ft TDH
  - Accommodates 341 total REUs, includes 191 existing REUs + 150 additional REUs
  - Pump operates at 45% rated pressure of SDR11 pipe
- Final Build Out Duty Point: 347 gpm at 218 ft TDH
  - Accommodates 490 total REUs, includes 191 existing REUs + 299 additional REUs
  - Pump operates at 60% rated pressure of SDR11 pipe

The final build-out flow rate of 347 gpm is approximately near our 2006 projected flow rate of 386 gpm. The amount of REUs at final build is 100 REUs less than that projected in the 2006 report. The difference between the current 299 additional REU value and the CY2006 400 additional REU value is because 1) Northwinds and Northwinds at Osborn Lakes is now an existing flow (=50 REU) and 2) the 2006 REUs assumed all flow was from grinders. By assuming all flow from grinders, the projected amount of REUs can be maximized based on the number of grinder pumps anticipated to be concurrently operating. In example, the projected future Deerfield Preserve REU value is 150. E/One, a grinder pump manufacturer, provides the suggested number of grinder pumps operating concurrently based on a range of REUs; see 'Back-Up Data' for the extracted table. If the flow from Deerfield Preserve was calculated as grinders, we would anticipate 10 grinders operating concurrently. For 10 grinders operating concurrently, the maximum REU range is 179. Therefore, an additional 29 REUs could be added to the system without additional sewage flow.

It should be noted that the Hyne Road pump station heads referenced herein vary from the 140' TDH referenced in our 2006 report. The difference is contributed to varying applied friction coefficients (120 in 2015 v 140 in 2006), an increased understanding of static head at the pump station (25' in 2015 v 10' in 2006), and an included prediction of minor losses from pipe fittings (applied to 2015 data only).

An analysis of the existing and available capacity of the downstream gravity manhole should be completed by Brighton Township prior to adding flows to the force main.

<u>Task 2 Results</u>

Brighton Township seeks to size the Hyne Road pump station to accommodate final build-out future inflows. The following conceptual pump station design is anticipated. All assumptions included in Task 1 should be evaluated prior to proceeding with detailed design of the wet well.

- Two (2) stage self-priming pump station
  - 8'x12' above grade enclosure for pumps
  - Wet well:
    - Depth: 22 ft below grade (maximum)
    - Diameter: 8 ft
    - Level Sensing and Alarms
  - Pumps:
    - Gorman-Rupp Model VS4A60-B (or equal) capable of:
      - Prelim Build Out: 292 gpm at 165 ft TDH; 1810 rpm with belts and sheaves
      - Final Build Out: 347 gpm at 218 ft TDH; 2080 rpm
    - 2 pumps, total

- 75 hp (to accommodate Final Build Out working hp)
- Constant Speed
- Soft-Start-Stop or Pump Control Valve for Forcemain Transients.
- Odor Control Canister on Wet Well Vent
- Incoming power for future conditions.

Because of the wet well depth, a submersible pump is preferred for this application. However, a multi-stage self-prime pump is suggested at this conceptual design stage because of the high head conditions; a single stage submersible pump that can pass a 3" solid at the final build-out head condition is not readily available. Please note, a submersible pump is available for the Preliminary Build Out Duty Point (see Back-Up Data attachment), but would need to be replaced at the Final Buildout condition.

To accommodate a self-prime pump, the static head referenced above will need to be reduced as detailed design proceeds to accommodate net positive suction head requirements (NPSHR) of the recommended pump. It should also be noted that the self-prime pumps sit at grade within a fiberglass enclosure. OHM Advisors understands the previously suggested location for the Hyne Road pump station (NW corner of US-23 and Hyne Road) was within a restricted zone which required clear view of the roadway intersection for drivers. As such, proposed grades within this area would need to be modified to accommodate the housing or alternate locations for the pump station should be identified.

Our opinion of construction cost for budgetary purposes of the pump station is $720,000. A breakdown of costs is provided below. Note that this budget does not include legal fees, engineer services, or construction services. Additional costs may be realized in detail design phases, based on actual wet well depth (which translates to sheeting/shoring, excavation, and backfill costs); additionally, groundwater, if present in the excavation, would provide for added costs.

Item Description	Installed Cost
Pumps w/ Aboveground Station	$200,000
Wet Well	$235,000
Electrical Supply w/ Backup Generator	$100,000
Site Work	$90,000
Construction Contingency (~15%)	$95,000
OPINION OF CONSTRUCTION COST	**$720,000**

Task 3 Results

The following force main impacts and other design factors should be considered prior to advancing to detailed design:

- Because this study did not include detailed engineering such as topographic survey, subsurface soil investigations, investigation of existing utilities or wetlands surveys, the results of the study should be considered preliminary.
- The design engineer should verify that the receiving sewer has adequate capacity to handle the flows from the proposed pump station.
- Complete a flow test at Pump Station No. 7 to confirm existing flow contributions (flow and pipe roughness).
- Assess if future operating pressures of the force main are within Brighton Township factors of safety.
    - Friction coefficients for the pipe (pipe roughness) were based on maximum values permitted by 10 States Standards (C=120). Actual heads realized by the pumps may be lower than what is required by the permitted value (i.e. C=140 may be more applicable). Lower heads translate to lower operating pressure in pipe. [Please note, this item also plays into the actual NPSHR of the self-prime pump. If a higher C value is realized, a higher NPSHR is observed.]
- Assess modifications required at Pump Station No. 7 to limit flows to 99 gpm to Hyne Road pump station.

- Review the existing and future REUs presented herein for accuracy.
- Re-assess system curves presented herein with as-built construction drawing information.
- Review the benefit of providing a parallel 6" force main along the existing 6" force main to reduce the head observed by the Hyne Road pump station.

ATTACHMENTS

Figures –	Flow Schematics
	System Curves
Tables –	2015 Flow Analysis Based on Grinder Pump and REU Data
Back-up Data –	Table 3: Maximum Number of Grinder Pump Cores Operating Daily *(from E/One Design Manual)*
	Basis of Design for Existing Pump Stations and E/One Pumps
	Hyne Road Pump Station Pump Recommendation by Dubois-Cooper
Previous Reports -	Sanitary Sewer Analysis Along Old US-23, OHM Advisors, dated February 27, 2006

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150

p: (734) 522-6711
f: (734) 522-6427
www.ohm-eng.com

Memo

Date: February 27, 2006

To: Brighton Township

CC: Robert Czachorski

From: Jennifer Morreale

Re: Sanitary Sewer Analysis Along Old US 23

Introduction

The purpose of this analysis was to evaluate phased options for the proposed developments that are near the Hyne Road and Old US 23 area. The options evaluated were (note, all noted locations are along Old US 23):

Option 1. Pump Station at Hyne Road (assuming gravity collection system to proposed pump station).

Option 2. Pump Station just north of Buckhead Drive (assuming gravity collection system to proposed pump station).

Additionally, the system was checked to determine if a gravity sewer could provide sanitary sewer service from Hilton to Buckhead Drive along Old US 23, as well as, the impact of a pump station at Hyne Road and at Buckhead Drive with upgrades to the force main along Old US 23 between Hilton Road and Buckhead Drive.

Using the Future Land Use Map from the Township's Land Use Master Plan, an approximate future peak flow as determined based on the area of land, the Township's usage rate of 240 gallons/REU and the 10-States Standards peaking factor formula.

Options

Option 1 - The Hyne Road gravity sewer district is shown in Figure 1. With the pump station at Hyne Road and Old US 23, the gravity district would serve approximately 782 REUs and encompass 790 acres. However, in review of the capacity of the existing 6-inch to 8-inch sanitary sewer force main along Old US 23, the force main can allow only 400 additional REUs for a total peak flow of 386 gpm at the proposed Hyne Road pump station.

Please note, the number of "additional REUs" listed throughout this memo indicate the number of REUs that can be added to the system and does not include the existing developments, whereas, the "total peak flow" value includes the peak flow generated from the additional REUs and accounts for the existing developments including 99 gpm from the Huntmored Estates pump station.

This analysis assumed the inlet pipe at the pump station to be at an elevation of 950 (approximately 20' below grade) and would flow into a 10-foot diameter wet well sized for 782 REUs. A total of two (2) pumps would be required; currently self-priming pumps are proposed with an at grade pump station, however submersible pumps may be required depending on final depth of the wet-well; it is currently estimated that the depth of the wet well is 23' deep with the wet well invert being approximately at elevation 947. Both pumps are 50 horsepower pumps; detailed pump station information is included in Section 1 of this report. The estimated cost for the pump station (materials and construction) is $216,000. This cost includes consideration of the pump station enclosure, wet-well size and pump size including construction costs; the cost is approximate and a detailed estimate can be provided upon request.

Option 2 - with the pump station 5,200 feet south of Hyne Road, located near Buckhead Drive and Old US 23, the Buckhead gravity district would serve approximately 1,257 additional REUs and encompass 1,360 acres. However, in review of the capacity of the existing sanitary sewer force main along Old US 23, the force main can allow 750 additional REUs at this location, for a total peak flow of 600 gpm at the proposed Buckhead Drive pump station. The Buckhead Drive gravity sewer district is shown in Figure 2. This analysis assumed the inlet for the pump station to be at an elevation of 925 (20' below grade). As Figure 2 shows, 4,200 linear feet (lft) of 12-inch and 1,000 lft of 16-inch gravity (concrete) pipe would be required to transport sanitary flows from the Hyne Road area to the Buckhead Drive pump station. A total of two (2) self-priming pumps are proposed with an at grade pump station; however, submersible pumps may be required depending on final depth of the wet-well. Both pumps are 60 horsepower pumps; detailed pump station information is included in Section 1 of this report. The estimated cost for the pump station (materials and construction) is $236,000 and the estimated cost for the 5,200 lft of gravity sewer is $950,000 bringing the total project cost to $1,186,000. Cost is approximate and a detailed estimate can be provided upon request.

Additional Analysis

In order to develop a phased improvement plan, some additional analyses were performed as follows.

The option of a gravity sewer from Hilton to Buckhead was checked. The purpose of this evaluation was to determine if the area outside of the Hyne Road gravity district could be served by a gravity sewer at some point in the future. While it is understood that the existing residents have voiced opposition to a municipal sanitary collection system, this option was reviewed to ensure that an additional pump station would not be required should opinions change in the future. While it was determined that a gravity sewer could hydraulically serve the area outside the Hyne Road gravity district, Township personnel has indicated that the soil conditions along Old US 23 between Hilton Road and Buckhead Road are such that a gravity sewer would not be possible thereby requiring a pressure system between Hilton and Buckhead.

The impact of a pump station at Hyne Road and at Buckhead Drive (i.e. combining Options 1 and 2 together) was also evaluated. This evaluation assumed a pump station at Hyne in conjunction with a pump station at Buckhead. Under this analysis, the Hyne Road pump station capacity can be increased to 600 REUs with 150 REUs (750 total) at the Buckhead pump station.

By upgrading the sanitary force main between Hilton and Buckhead, the Township can further increase the number of REUs to the system. As discussed in Option 2, the total number or REUs within the proposed Buckhead gravity district is 1,257. The existing sanitary force main between Hilton and Buckhead consists of 3,200' of 8-inch and 2,600' of 6-inch. In order to provide sanitary sewer service to 1,257 REUs, the 2,600' of 6-inch needs to be upgraded to 10-inch HDPE DR11 (or equivalent). This analysis also ensured adequate force main capacity for the estimated 325 REUs south of Buckhead north of Hilton. Therefore, assuming 600 REUs tributary to Hyne Road pump station, the Buckhead Drive pump station can be increase to 657 REUs, thereby serving the entire gravity district including the existing developments and 99 gpm from Pump Station 7 (Huntmore Estates Subdivision). This equates to 500 gpm at the Hyne Road pump station and 880 gpm at the Buckhead Drive pump station. Estimated costs are currently unknown, however, it is expected that the increased flow projected at each pump station will result in a minimal increase to the pump station costs already presented. Furthermore, it is estimated that the 2,600' of force main improvements would cost between $500,000 - $1,000,000.

Phased Options

Based on the information presented, the potential sanitary sewer projects in this area could be divided into four (4) phases;

Phase		Total Additional REUs	Description
1	-	400	- Construct Hyne Road Pump Station; this creates a capacity for 400 additional REUs that can be added to the system. This provides immediate sanitary sewer relief to the impending developments.
2	-	600	- Construct Buckhead Drive Pump Station; this creates additional capacity for 200 REUs at Hyne Road pump station that can be added to the system (including the 400 REUs from Phase 1 for 600 REUs total).
3	-	750	- Construct 5,200' of gravity sewer between Buckhead Drive and Hyne Road; this creates additional capacity for 150 REUs that can be added to the system (including the 600 REUs from Phase 2 for 750 total). During this phase the Township may abandon the Hyne Road pump station and create a gravity outlet for the district.
4	-	1,257	- Upgrade 2,600' of sanitary force main between Hilton and Buckhead Drive; this creates additional capacity for 507 REUs that can be added to the system (including 750 REUs from Phase 3 for 1,257 REUs total).

It should be noted that the construction of Phases 2 and 3 will allow for the abandonment of the Hyne Road pump station constructed in Phase 1. The Township should be aware that if Phases 2 and 3 could be constructed today, it would eliminate the need for the Hyne Road pump station. This would be a more cost-effective solution for the district if funding were available for Phase 2 and 3.

Rate Analysis

It is assumed that at Ultimate build-out conditions both pump stations are built including the 5,200' of gravity sanitary sewer with 2,600' of sanitary sewer force main upgrades. The table below lists the estimated costs and projected time line for each major construction project.

Phase	Item	Time Line	Estimated Cost (in 2006 Dollars)
1	Pump Station @ Hyne	Short Term: 0 - 5 Years	$216,000
2	Pump Station @ Buckhead	Long Term: 10 - 25 Years	$236,000
3	4,200'-12" + 1,000'-16" - Gravity Sanitary Sewer	Long Term: 10 - 25 Years	$950,000
		Long Term Total	$1,402,000
4	2,600'-10" - Sanitary Force Main Upgrades	Ultimate: > 25 Years	$750,000
		Total Cost of all Projects	$2,152,000

*For Ultimate Project, assumed average between $500,000 and $1,000,000

In order to build up a capital fund for the construction of the Phases, it is recommended to increase the tapping fees by $2,000 (in 2006 dollars) and was determined based on the following calculations;

Phases 1 – 3: ($1,402,000)/(750 REUs) = $1,893 tapping fee increase/REU

Phase 4: ($750,000)/(1,257 – 750 REUs) = $1,479 tapping fee increase/REU

Phase 1 Detailed Recommendations

The purpose of this investigation was to evaluate sanitary sewer options for the area surrounding the sanitary sewer force main along Old US 23 between Hilton and Commerce Roads. The options that were investigated include a pump station at Hyne Road and Old US 23, a pump station near Buckhead Drive and Old US 23, and a pump station at both the Hyne Road and Buckhead Drive locations combined with sanitary sewer force main upgrades. The options were evaluated based on the review of the system hydraulics, topography, land use, and estimated costs. Due to the expense of a larger pump station and gravity sewer associated with Option 2 and the imminent developments near Hyne Road, this option is currently not recommended. Therefore, we recommend Option 1 (pump station located at Hyne Road and Old US 23) as the Township can immediately service the sanitary needs of the impending developments. The primary elements of Option 1 are;

1. 400 additional REUs (via gravity) including existing pressure sewer developments.
2. Two (2) Self-Priming 50 hp pumps with a firm capacity of 386 gpm @ TDH = 140'.
3. Pipe invert at pump station = 950, with wet well depth invert at approximately 947.
4. 10' diameter wet well is sized for 782 REUs.
5. The 6-inch force main from Pump Station 7 must be connected to the Hyne Road Pump Station.

The documentation included with this report provides pump station information in Section 1 and Section 2 includes analysis documentation.

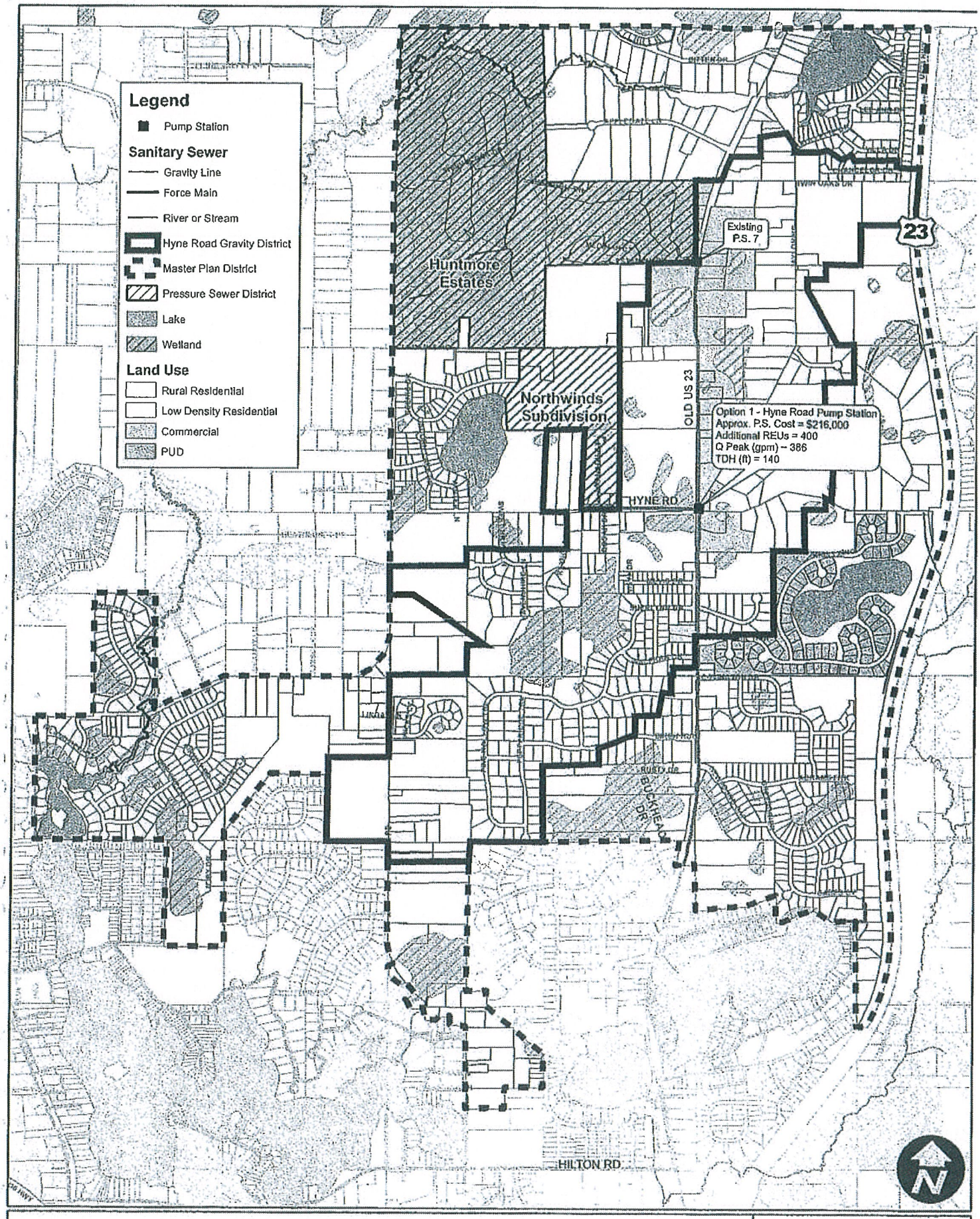


Figure 1

Brighton Township - Old U.S. 23 Sanitary Sewer Forced Main & Gravity Sewer Study

Hyne Road Gravity District & Pump Station

Scale: 1" = 1,000'

Printed January 13, 2006

G:\GIS\CVT\BrightonTwp\Maps\Hyne Sanitary Service District.mxd

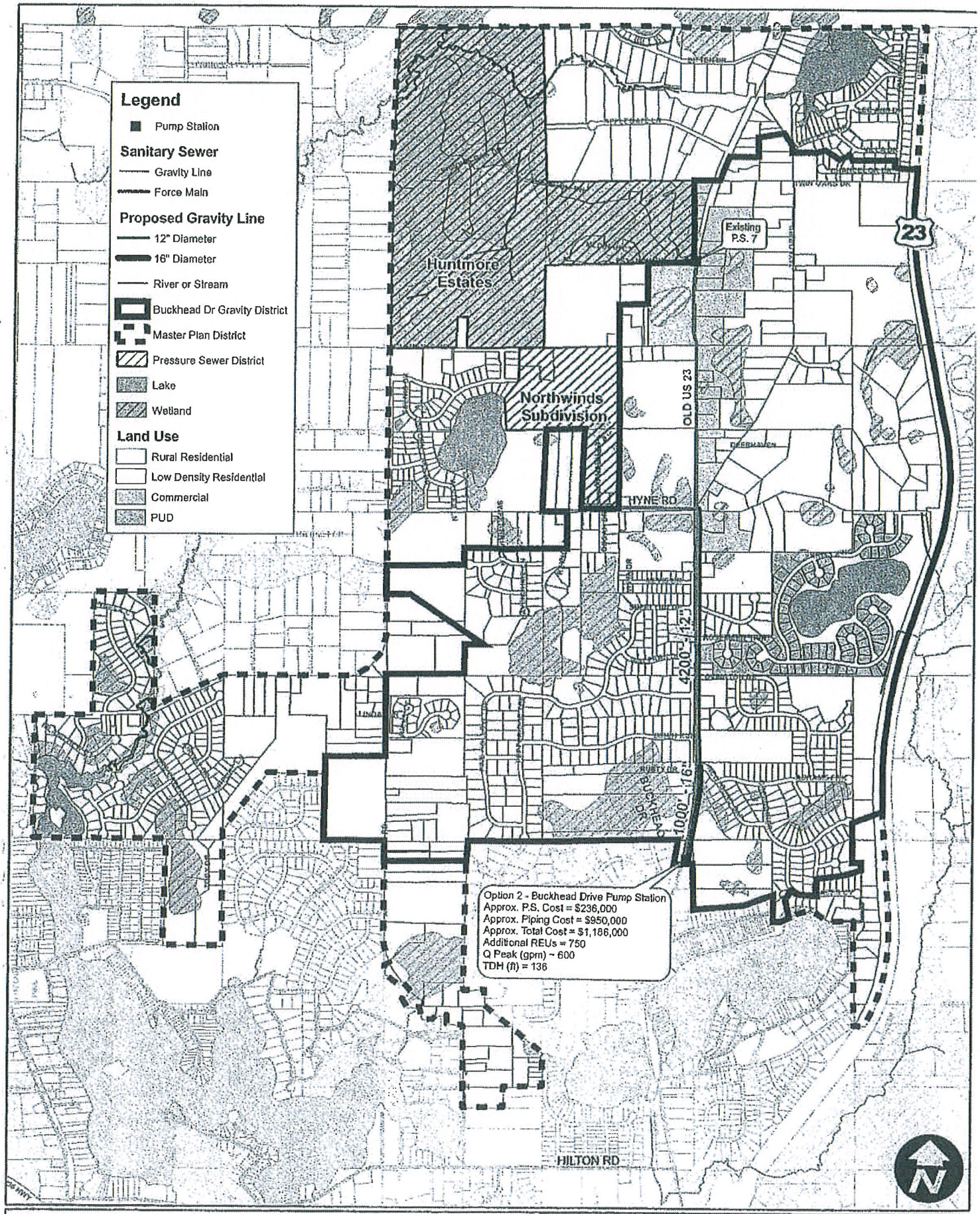


Figure 2

Brighton Township - Old U.S. 23 Sanitary Sewer Forced Main & Gravity Sewer Study

Buckhead Drive Gravity District & Pump Station

Scale: 1" = 1,000'

Printed January 13, 2005

G:\GIS\CVT\BrightonTwp\Maps\Buckhead Dr Sanitary Service District.mxd

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Clerk

AGENDA TOPIC: PC Recommendation for ZBA Liaison Appointment

EXPLANATION OF TOPIC: In accordance with Article 22 of the Zoning Ordinance, the Planning Commission has recommended Mr. Ron Doughty as the Planning Commission's liaison to the Zoning Board of Appeals. The Board must make the appointment.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Excerpt from Zoning Ordinance

POSSIBLE COURSES OF ACTION: Accept / Not accept the planning commission's recommendation to appoint Ron Doughty as the Planning Commission's liaison to the Zoning Board of Appeals.

SUGGESTED MOTION: _____ moved and _____seconded to accept the recommendation of the Planning Commission and appoint Ron Doughty as the Planning Commission's liaison to the Zoning Board of Appeals for a term expiring December 31, 2016.

ROLL CALL VOTE REQUIRED? No

ARTICLE 22
ZONING BOARD OF APPEALS (ZBA)

Sec. 22-01 Creation and Membership

There is hereby created a Zoning Board of Appeals (ZBA), which shall perform its duties and exercise its powers as provided in the Michigan Zoning Enabling Act P.A. 110 of 2006, as amended, and in such a way that the objectives of this Ordinance shall be observed, public safety secured, the requirements of any other statutes or Ordinances be abided by, and substantial justice done. The ZBA shall consist of the following seven (7) members:

(a) The first member shall be a member of the Township Planning Commission, recommended by the Commission and appointed by the Township Board to serve for a term of one (1) year.

(b) The second member shall be a member of the Township Board who may not be the Chairperson of the ZBA.

(c) The remaining five (5) members shall be electors of the Township, selected and appointed by the Township Board from among the electors, residing in the Township, who shall be representative of the population distribution and of the various interests present in the Township. No employee or contractor of the Township Board may serve simultaneously as a member or employee of the ZBA.

(d) Terms of members of the ZBA shall be for three (3) years, except for members serving because of his or her membership on the Township Board whose term shall be limited to the time he or she is a member of the Township Board. When members are first appointed, the appointments may be for less than three (3) years to provide for staggered terms. A successor shall be appointed not more than one (1) month after the term of the preceding member has expired. All vacancies for unexpired terms shall be filled for the remainder of the term by the Township Board. Members will serve until another appointment is made.

(e) The ZBA shall elect a chairperson, a vice-chairperson, and a secretary from its members. The term of all officers shall be for one (1) year.

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Budget Amendment

EXPLANATION OF TOPIC:

At the December 7, 2015 Board meeting there was discussion as to the growing demands on the FOIA Coordinator and the potential to provide relief through shifting of responsibilities and/or increased staffing.

The proposed budget amendment shifts funds within the Clerk Budget #215 to account for an increase in part-time hourly clerical assistance for the processing of FOIA applications.

It is assumed that the part-time staffer will work on average 10 hours per week (e.g. for the remaining 12 weeks of the year) at a tentative rate of $16 per hour.

SUPPORTING DOCUMENTS:

- Proposed Resolution

SUGGESTED MOTION: Motion by _____ Supported by _____ to adopt resolution 16-____approving the transfer of funds within the Clerks Department between respective personnel wage budget lines as Budget Amendment #5, for Fiscal Year 2015-16.

RESOLUTION NO. 16-____

BUDGET AMENDMENT #5

Fiscal Year 2015-2016

Motion by_____ and seconded by _____ to adopt Resolution No. 16-____, approving Budget Amendment #5, Fiscal Year 2015-16, to transfer funds within the Clerk Department between respective personnel wage budget lines.

Account	From: 101.215.704.000	To: 101.215.707.000
	-$1,920	+$1,920

NOW, THEREFORE, BE IT RESOLVED THAT

The Board of Trustees of the Charter Township of Brighton does hereby adopt Resolution No.16-_____, FY 2015-2016 Budget Amendment #5

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION WAS DECLARED ADOPTED.

_____ _____

Thomas E. Murphy, Supervisor Ann M. Bollin, Clerk

Certification

I, Ann M. Bollin, Clerk of the Charter Township of Brighton, County of Livingston, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the Charter Township of Brighton Board of Trustees on the_____.

In witness hereof, I have hereunto affixed my official seal this____ day of ____, 2016.

_____

Ann M. Bollin, Clerk

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Building Use Policy Revisions

EXPLANATION OF TOPIC:

On the January 4, 2016 BTBT Meeting, the Board instructed staff to make revisions to the Building Use – Township Meeting Rooms policy (Administrative Policy 503) to clarify the use of other Township facilities such as Fire Station 32 by Township residents and associations. Presently, the policy only addresses the use of the Township Hall.

Attached is a draft of a revised Building Use Policy. The major changes include replacing the term "Township Hall" with "Township facilities," a provision on the consumption of food and beverages, the requirement of a Township representative to be present during meetings, a requirement of a reservation fee in certain circumstances, and a permanent schedule for available days for reserving the Board Room.

Also attached is an updated application form that reflects the drafted Building Use Policy. The updated application form would replace both the application forms for the Township Hall and the Fire Stations.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Building Use Policy Draft
- Building Use Application Form Draft

POSSIBLE COURSE OF ACTION: Adopt/amend/not adopt the proposed changes to the Building Use Policy and the corresponding application form.

RECOMMENDATION: Accept the proposed changes to the Building Use – Township Meeting Rooms policy (Administrative Policy 503) and the corresponding application form.

SUGGESTED MOTION:
Motion by _____, supported by _____ to adopt the proposed changes to the Building Use Policy (Administrative Policy 503) and the corresponding application form.

ROLL CALL VOTE REQUIRED? Yes

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 503 (page 1 of 2)

Effective Date: ~~July 6, 2004~~

Policy Regarding: **BUILDING USE - TOWNSHIP MEETING ROOMS**

The occupancy and use of ~~the~~ Township facilities~~Hall~~ shall always be under the direction and control of the Board.

The use of ~~the~~ Township ~~Hall~~ facilities shall be limited to tax exempt organizations, homeowners' groups and associations that consist of members who reside in the Township or conduct business within the Township, but shall not be used by any political organization. Reservations of meeting rooms in Township facilities are on a first come-first serve basis. No group can reserve a meeting room more than once per quarter.

The use of tobacco in any form and the use of alcohol or illegal drugs anywhere in or on the premises is prohibited. Gambling is prohibited on Township property. No business or commercial enterprise shall be undertaken in the occupancy of ~~the~~ Township facilities~~Hall~~.

Consumption of food and beverages and access to nearby kitchen areas by participants at Township facilities may be approved. Items such as beverages, doughnuts, bagels, fruit trays, etc. may be served if approved. It shall be the responsibility of the participants to arrange for delivery, set-up, clean-up and proper disposal of refuse. Any group requesting a reservation must notify the Township at the time the reservation is made as to whether food and beverages are to be served.

Application for use of ~~the~~ Township facilities~~Meeting Rooms~~ must be filed with the Township Clerk or his/her designee at least 10 days prior to the desired calendar date(s), listing the time, use, number in group, type of space and equipment needed, in detail. The application must be prepared and signed by a responsible representative of the applying organization. The applicant shall guarantee the clean up and repair of the premises and shall agree to pay the Township any costs incurred for said cleanup and repair. Such application must be submitted on the form provided by the Township Clerk's Office. Approval of any application will require the signature of the Township Clerk or Deputy Clerk.

Approvals may be canceled with 24 hour notice by the applicant. Any reservation, even after approval, shall be subject to revocation and cancellation by the Clerk for a pre-emptive government purpose.

Seating capacity as designated by the Township Building Official for the meeting rooms must be adhered to. A Township representative must be on the premises at the Township facility during a meeting. If a meeting is held at a Township fire station at any time or during non-business hours at the Township Hall when no other regular business meetings are being held, the Township shall charge a fee of $50 for the reservation. If a Township representative is not available for a requested reservation, the Township reserves the right to reschedule, relocate or cancel the reservation.

Meetings reserved during regular business hours at the Township Hall shall have no charge or fee. Meetings reserved at the same time of a scheduled meeting such as a Board of Trustees, Planning Commission, ZBA, or Utilities Committee meeting in an available room at the Township Hall shall have no charge or fee.

The Board Room at the Township Hall shall be available on the following days every year: the fourth Tuesday in May, the second Thursday in June, the first Wednesday in September, and the first Thursday in October. Reservation of the Board Room on the preceding days are exempt from any charge or fee.

It must be mutually agreed that the permission to use the conference room does not include the use of equipment owned by the Township, such as a P.A. system, video devices,~~VCR or slide projection equipment~~ projector, coffee maker, copy machine, etc., unless specific arrangements have been made in advance and it is so stated on the application.

~~The~~ Township facilities~~Meeting Rooms~~ must be vacated by 10:00 p.m., unless a later hour is approved by the Township Clerk. It is the responsibility of the applicant to see that this policy is followed. Programs must be concluded in time to provide for the clearance of the building as stated on the application. The Township facilities must be returned to the same condition as they were found.

Any outside/inside signage to be used at~~ the~~ Township facilities~~Conference room~~ or in conjunction with reservations made at Township ~~special use of these~~ facilities must be in compliance with the Sign Ordinance. No signs will be placed without the authorization of Township Clerk or his/her designee. No decorations may be fastened to the walls with either tape or tacks or any other method which might mar the walls. Writing on erasable boards must be removed at the conclusion of building use.

Failure to cooperate with these restrictions and conditions may prohibit a group from using facilities at a future date.

The applicant shall also agree to indemnify, hold harmless, and defend the Township, its officers and employees from any and all liability of any kind or nature whatsoever including but not limited to personal injury, including death, or property damage arising out of the negligent use of the facilities to which the application applies.

APPLICATION FOR USE

BRIGHTON TOWNSHIP
4363 BUNO ROAD
BRIGHTON, MICHIGAN 48114
Phone: 810.229.0560
Fax: 810.229.1778

DATE: _____

NAME: _____

ADDRESS: _____ PHONE: _____

_____ FAX: _____

NAME OF ORGANIZATION: _____

ADDRESS: _____

REQUESTED DATE: _____

BEGINNING TIME: _____ ENDING TIME: _____

NUMBER OF ATTENDEES EXPECTED: _____

ACCOMODATIONS/REQUESTS (I.E. FOOD, EQUIPMENT): _____

_____

_____

LOCATION: ☐ CONFERENCE ROOM ☐ BOARD ROOM ☐ COMMUNITY ROOM (F.S. 32)

The undersigned has received a copy of the Building Use – Township Meetings Room Policy and hereby agrees to observe in every respect the rules established by the Township; agrees to be on the premises at all times during the use of the Township Hall; and further agrees to hold the Charter Township of Brighton harmless from any injury received or sustained while attending, playing in, going to and leaving from any activity which might be held on Township property located in the Township of Brighton, County of Livingston, Michigan.

_____
Resident / Responsible Party

_____
Clerk/Deputy Clerk

AGENDA NOTE

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Hardship Deferral of Sanitary Sewer Special Assessment.

EXPLANATION OF TOPIC: The Township's Sanitary Sewer Ordinance, in compliance with Michigan law, allows the Township to defer the payment of assessments for public improvements due to poverty. If the Township agrees to defer an assessment, the Township pays the assessment and places a lien on the property for the amount paid. The property owner signs an agreement to accept the lien. At the time the property is sold the deferred amount is paid to the Township. No interest is charged on the amount deferred. This is for the 2015 sewer assessment that will be paid in 2016.

The Township's poverty deferral process requires the property owner to file an annual application which is reviewed by the Township's Utility Committee. The Committee's recommendation is forwarded to the Township Board for final approval.

For privacy purposes the hardship deferral applicants detailed supporting documentation are on file with the Township Manager.

Parcel number and amount:

ID:	**4712-18-303-090**	**$806.93 (100%)**
	4712-191201-061	**$806.93 (100%)**

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Special Assessment Deferral Worksheet
- Completed Application and Acknowledgement of and Consent to Lien
- Applicant checklist
- Administrative Policy #706 and Annual Threshold Amounts

RECOMMENDATION: It is the recommendation of the Township Manager and the Utilities Committee that the Township Board approves the sewer assessment hardship deferral for property parcels:

4712-18-303-090	$806.93 (100%)
4712-191201-061	$806.93 (100%)

SUGGESTED MOTION: moved by, _____ seconded by,_____ to approve the sewer assessment hardship deferral request for property parcels 4712-18-303-090 and 4712-191201-061 each in the amount of $806.93.

CHARTER TOWNSHIP OF BRIGHTON

SEWER SPECIAL ASSESSMENT DEFERRAL WORKSHEET

TAX YEAR: 2015 (FOR TAXES DUE FEB, 2016)

PARCEL NUMBER:	4112-18-303.090
OWNER NAME:	Janet Razey
PROPERTY ADDRESS:	2700 Greg Ave

GROSS INCOME:	22609	Gross income may be adjusted with a factor of 0.72 to allow for 28% of employent income to meet tax liability. At the discretion of the Utilities Committee, actual tax liability as reflected on the tax returns may be utilized.
TAX ADJUSTED INCOME:	22609	NO TAX
MEDICAL EXPENSES:	3391	Medical expenses are either 100% of actual expenses or 15% of adjusted income.
OTHER EXPENSES:	Ø	Any unusual & necessary expenses that the Utility Committee determines to be detrimental to the applicant's ability to pay property taxes.
TOTAL ADJ. INCOME:	19,218	

EXEMPTIONS 2 POVERTY GUIDELINES INCOME THRESHOLD FOR TOTAL EXEMPTIONS 23,595

household members = 1
over 65 yrs old = 1
2 exemptions

CURRENT ANNUAL INSTALLMENT = 806.93

NOTE: If the applicants adjusted income is less than the current year poverty income threshold the deferral shall be granted at 100%; If the income is greater than the current year poverty income threshold a partial deferral may be granted, or a deferral may be denied at the discretion of the Utilities Committee, unless assets exceed the maximum allowable amount as outlined below.

APPROVED: X DENIED_____ IF APPROVED, AMOUNT OF DEFERRAL: 806.93

NOTE: THE MAXIMUM ASSETS ALLOWED FOR A POVERTY DEFERRAL SHALL BE TWO (2) TIMES THE ANNUAL POVERTY THRESHOLD SET FOR GRANTING POVERTY DEFERRALS FOR SEWER SPECIAL ASSESSMENTS

NOTES: owner still has approx $5000 in outstanding medical bills for [redacted]. - Applicants total adjusted income is less than the current year poverty income threshold; therefore, a 100% deferral shall be granted per Policy No. 706

CHARTER TOWNSHIP OF BRIGHTON
APPLICATION FOR ONE YEAR DEFERRAL OF SANITARY SEWER ASSESSMENT

Dear Applicant:

Please complete all pages of the enclosed form, sign it, and return it to the Township along with a copy of your current Michigan Income Tax, Michigan Homestead Tax Credit Form (completed and signed) and a copy of your Federal Tax Form (W-2(s); 1099(s) completed and signed. You must include this information for all household members 18 years old and over. **If you have already applied for a Property Tax Poverty Exemption, the documents submitted will also be used for evaluating the Sewer Assessment Deferral.** If not, see page 5 for the complete list of required documentation in order to review your application for Sanitary Sewer Assessment deferral. The Township Board must have this information.

PROPERTY AND OWNER INFORMATION:

PROPERTY IDENTIFICATION NUMBER	4712-18-303-090
PROPERTY OWNER(S)	JANET RAZEY
PROPERTY ADDRESS	2700 GREG AVE BRIGHTON, MI 48114
SOCIAL SECURITY NUMBER(S)	
TELEPHONE NUMBER	517-304-0417 / 517-861-6824 - LINDA JOHNSON) DAUGHTER
APPLICANT'S AGE	81

Year property was purchased by you: 1991

Do you own property free and clear? If not, Mortgage or Contract held by:

[redacted] MORTGAGE CO

Monthly payment $ 583.57 **. Are taxes included in payment?** NO **.**

Is there a reverse mortgage on the property? [ ] Yes [X] No

Are property taxes current? [X] Yes [ ] No If not amount past due $_____.

Do you own other real property? [ ] Yes [X] No If so, please list location, value and type.

Location/Address	Value	Type

Employment Status: Are you, your spouse or other members of the household employed?

List Occupation for each below	
Self	RETIRED
Spouse	DECEASED
Other Member(s)	N/A

[ ] I have enclosed copies of my Michigan and Federal Income Tax Return for all members of the household 18 years old and over.

[X] I do not file Michigan or Federal Income Tax Returns.

[ ] I have enclosed PENSION STATEMENT/SOC SEC STATEMENT

OCCUPANTS OF YOUR HOUSEHOLD:

Name	Relationship	Total Income
JANET RAZEY	SELF	

Are you or any household member disabled? [ ] Yes [X] No If yes, list names.

Any retired? [X] Yes [ ] No If yes, list names.

JANET RAZEY

INCOME INFORMATION:

Sources of Wages/Pensions	Annual Income	
CANADA LIFE	2377.20	
Other Income/Asset Value	**Annual Income**	**Asset Value**
Savings Accounts	—	
Stocks and Bonds	—	
Time Certificates	—	
Annuities, Dividends, IRA's	—	
Other	—	
TOTAL		
Total Wages/Pensions (From above)		$ 2377.20
Total Rents, Dividends, Interest, etc.		$ —
Total Social Security		$ 20,232.00
TOTAL HOUSEHOLD INCOME		$ 22609.20

EXPENSE INFORMATION:

EXPENSE	MONTHLY	ANNUAL
Rent/Mortgage	$ 583.51	$ 7002.84
Food	$ 400.00	$ 4800.00
Medical/Dental / Prescriptions	$	$ 282.94
CAR, LIFE, HOME, HEALTH Insurance Premiums	$	$ 2046.17
Auto Loans	$	$ —
Utilities	$	$ 3189.10
Home Improvements	$	$ 143.89
Other (explain) SEE ATTACHED	$	$ 3898.95
TOTAL EXPENSES	$	$ 21,363.89

CAR 1049.16
HOME 728.75
LIFE 155.96
HEALTH 112.20

Additional Statement(s) Attached (eg. expense information detail): [X] Yes [ ] No

I hereby attest that all information is complete and accurate as stated above.

Janet R Razey

Signature of Applicant(s)

STATE OF MICHIGAN

COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 30th day of December 20 15, by Janet Razey.

Karen M Hester

Notary Public, State of Michigan, County of Oakland.

My commission expires: 4-27-20
Acting in the County of Livingston
Prepared By & Return To: Charter Township of Brighton
ATTN: Michele Olechnowicz
4363 Buno Road
Brighton, MI 48114

KAREN M HESTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 27, 2020
Acting in the County of Livingston

ACKNOWLEDGMENT OF AND CONSENT TO LIEN

This ACKNOWLEDGMENT OF AND CONSENT TO LIEN, is executed as of December 30, 20 15, by Janet Razey (the "PROPERTY OWNER"), address 2700 Greg Ave., Brighton, Michigan 48114, the owner of the property described in Exhibit A for the benefit of the TOWNSHIP OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN (the "TOWNSHIP").

WHEREAS, the Board of Trustees (the "Board") of the Township has taken the necessary proceedings under Act No. 188, Public Acts of Michigan 1954, as amended ("Act 188"), and Act No. 40, Public Acts of Michigan 1956, as amended ("the Drain Code"), for the design, installation, construction, and financing the cost of a sanitary sewer system to be known as the Brighton Township Sanitary Sewer Drain (the "Project"), including the establishment of the Brighton Township Sanitary Sewer Drain Special Assessment District (the "Special Assessment District");

WHEREAS, the Brighton Township Sanitary Sewer Drainage District issued bonds to finance the Project and in order to pay debt service on the bonds, the Township has caused special assessments (the "Assessment") to be levied against properties in the Special Assessment District;

WHEREAS, the Township Board, pursuant to Act 188, has established a hardship deferment program (the "Hardship Program") for certain properties subject to an Assessment in the Special Assessment District;

WHEREAS, the Property Owner has applied to the Township Board for a deferral, pursuant to the Hardship Program, of the principal of and the interest on the Assessment that was listed on the December 1, 2015 Winter Tax Bill.

WHEREAS, the Township has agreed to defer the amount of the principal and interest on the Assessment that was listed on the December 1, 2015 Winter Tax Bill.

WHEREAS, pursuant to Act 188, as a condition of granting the hardship deferment, the Township is required to record a lien against the Property;

NOW, THEREFORE, in consideration of granting the Hardship Deferment of the payment of the Assessment on the Property, the Property Owner agrees as follows:

1. Recorded Lien. Pursuant to Act 188, the amount of $806.93 shall constitute a recorded lien on the property.

2. Full Amount Due and Payable. In accordance with the Township Ordinance governing the deferral of the Assessment, the entire amount of the Assessment that is deferred shall be paid in full at the time of any change in ownership of the subject property.

3. Recording. The Property Owner acknowledges that this document is to be recorded in the offices of the Livingston County Register of Deeds.

IN WITNESS WHEREOF, the Property Owner has signed this Acknowledgment of and Consent to Lien as of the day and year first above written.

WITNESSES:

Karen M Hester

Janet R Razey
JANET RAZEY

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this 30th day of December, 2015, before me appeared Janet Razey to me personally known, who, being by me duly sworn, did say that she is the Property Owner of the above described real property, they have read and signed the foregoing Acknowledgment of and Consent to Lien, and execution of said instrument is a free act and deed.

IN TESTIMONY WHEREOF, given under my hand, and seal of office this 30th day of December, 2015.

KAREN M HESTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 27, 2020
Acting in the County of Livingston

Karen M Hester
Notary Public
Livingston County, Michigan
My Commission Expires:
Acting in Livingston County

DRAFTED BY: Michele Olechnowicz, Receptionist, Brighton Township
4363 Buno Rd. Brighton, MI 48114

PLEASE RETURN TO: Township Clerk – Ann Bollin, Brighton Township
4363 Buno Road, Brighton, MI 48114

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL 4712-18-303-090

SEC 18 T2N R6E WOODLAND LAKE ESTATES NO. 4, S 1/2 OF LOT 251, SPLIT 11-11-78
FROM 12-18-303-080

Check List for 2016 Sewer Assessment Hardship Deferral (for 2015 taxes)

TAX ID# 4712-18-303-090

J.R.

	Yes	No	Date	N/A
Deferral Application Completed and Received by Township	✓		12/30/15	
Acknowledgment of and Consent to Lien Signed by Resident	✓		12/30/15	
Copy of Michigan State Income Tax return	✓			
* Filed with Poverty Exemption Paperwork				
Copy of Federal Income Tax return	✓			
* Filed with Poverty Exemption Paperwork				
Meets 2015 Federal Poverty Standards Guidelines	✓		1/5/16	

	Yes	No	Date	N/A
Deferral Approved by Utilities Commission				
Deferral Approved by BTBT				
Acknowledgment of and Constent to Lien registered w/County				
Request check from Accounting Dept.				

Comments:

Cover letter, Hardship Application, and Acknowledgment of and Consent to Lien form mailed to resident 12/10/2015.

12/21/15: Spoke with Linda Johnson; reminded her of deadlines & gave holiday schedule. LM for Janet Razey of paperwork deadline and holiday hours only.

CHARTER TOWNSHIP OF BRIGHTON

SEWER SPECIAL ASSESSMENT DEFERRAL WORKSHEET

TAX YEAR: 2015 (FOR TAXES DUE FEB, 2016)

PARCEL NUMBER:	4712.19.201.061
OWNER NAME:	Geraldine Veilleux
PROPERTY ADDRESS:	3339 Oak Knoll Dr

GROSS INCOME:	15780	Gross income may be adjusted with a factor of 0.72 to allow for 28% of employent income to meet tax liability. At the discretion of the Utilities Committee, actual tax liability as reflected on the tax returns may be utilized.
TAX ADJUSTED INCOME:	15780	NO TAX PAID
MEDICAL EXPENSES:	2,367	Medical expenses are either 100% of actual expenses or 15% of adjusted income.
OTHER EXPENSES:	Ø	Any unusual & necessary expenses that the Utility Committee determines to be detrimental to the applicant's ability to pay property taxes.
TOTAL ADJ. INCOME:	13,413	

EXEMPTIONS 2 POVERTY GUIDELINES INCOME THRESHOLD FOR TOTAL EXEMPTIONS 23,595

household members = 1
over 65 yrs old = 1
2 exemptions

CURRENT ANNUAL INSTALLMENT = 806.93

NOTE: If the applicants adjusted income is less than the current year poverty income threshold the deferral shall be granted at 100%; If the income is greater than the current year poverty income threshold a partial deferral may be granted, or a deferral may be denied at the discretion of the Utilities Committee, unless assets exceed the maximum allowable amount as outlined below.

APPROVED: X DENIED_____ IF APPROVED, AMOUNT OF DEFERRAL: 806.93

NOTE: THE MAXIMUM ASSETS ALLOWED FOR A POVERTY DEFERRAL SHALL BE TWO (2) TIMES THE ANNUAL POVERTY THRESHOLD SET FOR GRANTING POVERTY DEFERRALS FOR SEWER SPECIAL ASSESSMENTS

NOTES: Applicants total adjusted income is less than the current year poverty income threshold; therefore, a 100% deferral shall be granted per policy No. 706.

CHARTER TOWNSHIP OF BRIGHTON
APPLICATION FOR ONE YEAR DEFERRAL OF
SANITARY SEWER ASSESSMENT

Dear Applicant:

Please complete all pages of the enclosed form, sign it, and return it to the Township along with a copy of your current Michigan Income Tax, Michigan Homestead Tax Credit Form (completed and signed) and a copy of your Federal Tax Form (W-2(s); 1099(s) completed and signed. You must include this information for all household members 18 years old and over. **If you have already applied for a Property Tax Poverty Exemption, the documents submitted will also be used for evaluating the Sewer Assessment Deferral.** If not, see page 5 for the complete list of required documentation in order to review your application for Sanitary Sewer Assessment deferral. The Township Board must have this information.

PROPERTY AND OWNER INFORMATION:

PROPERTY IDENTIFICATION NUMBER	3339 Oak Knoll Dr.
PROPERTY OWNER(S)	Geraldine Veillant
PROPERTY ADDRESS	3339 Oak Knoll Dr. Brighton
SOCIAL SECURITY NUMBER(S)	[redacted]
TELEPHONE NUMBER	1810-229-6055
APPLICANT'S AGE	85

Year property was purchased by you: 1947 see hardship paperwork

Do you own property free and clear? If not, Mortgage or Contract held by:

_____

Monthly payment $_____. **Are taxes included in payment?** _____.

Is there a reverse mortgage on the property? [ ] Yes [ ] No

Are property taxes current? [ ] Yes [ ] No If not amount past due $_____.

INCOME INFORMATION: See Hardship Info

Sources of Wages/Pensions	Annual Income	
Other Income/Asset Value	**Annual Income**	**Asset Value**
Savings Accounts		
Stocks and Bonds		
Time Certificates		
Annuities, Dividends, IRA's		
Other		
TOTAL		
Total Wages/Pensions (From above)		$
Total Rents, Dividends, Interest, etc.		$
Total Social Security		$
TOTAL HOUSEHOLD INCOME		$

Do you own other real property? [ ] Yes [X] No If so, please list location, value and type.

Location/Address	Value	Type

Employment Status: Are you, your spouse or other members of the household employed?

List Occupation for each below
Self
Spouse
Other Member(s)

[ ] I have enclosed copies of my Michigan and Federal Income Tax Return for all members of the household 18 years old and over.

[X] I do not file Michigan or Federal Income Tax Returns.

[ ] I have enclosed _____.

OCCUPANTS OF YOUR HOUSEHOLD:

Name	Relationship	Total Income
Self		

Are you or any household member disabled? [ ] Yes [ ] No If yes, list names.

_____

Any retired? [X] Yes [ ] No If yes, list names.

Self

Geraldine M. Veillette
3339 Oak Knoll Dr.
Brighton Michigan
48114

2015 Expenses
Addendum

Medicine	368.69
Electric	439.70
gas/Heat	~~204.75~~ 840.67
Car lease	
down payment	2,000.00
168.83/mo	2,025.96

(Enclosed) current Bank Statements

Car Insurance 797.99 semi-annual	1595.98

EXPENSE INFORMATION:

EXPENSE	MONTHLY	ANNUAL
Rent/Mortgage	$	$
Food	$	$
Medical/Dental	$	$
Insurance Premiums	$	$
Auto Loans	$	$
Utilities	$	$
Home Improvements	$	$
Other (explain)	$	$
TOTAL EXPENSES	$	$

Additional Statement(s) Attached (eg. expense information detail): [ ] Yes [ ] No

I hereby attest that all information is complete and accurate as stated above.

geraldine Veilleux

Signature of Applicant(s)

STATE OF MICHIGAN

COUNTY OF Livingstm

The foregoing instrument was acknowledged before me this 30th day of December 20 15, by Geraldine Veilleux.

Karen M Hester

Notary Public, State of Michigan, County of Oakland

My commission expires: 4-27-20

Acting in the County of Livingstm

KAREN M HESTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 27, 2020
Acting in the County of Livingstm

Prepared By & Return To: Charter Township of Brighton
ATTN: Michele Olechnowicz
4363 Buno Road
Brighton, MI 48114

ACKNOWLEDGMENT OF AND CONSENT TO LIEN

This ACKNOWLEDGMENT OF AND CONSENT TO LIEN, is executed as of 12-30, 20 15, by Geraldine Veilleux (the "PROPERTY OWNER"), address 3339 Oak Knoll Dr., Brighton, Michigan 48114, the owner of the property described in Exhibit A for the benefit of the TOWNSHIP OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN (the "TOWNSHIP").

WHEREAS, the Board of Trustees (the "Board") of the Township has taken the necessary proceedings under Act No. 188, Public Acts of Michigan 1954, as amended ("Act 188"), and Act No. 40, Public Acts of Michigan 1956, as amended ("the Drain Code"), for the design, installation, construction, and financing the cost of a sanitary sewer system to be known as the Brighton Township Sanitary Sewer Drain (the "Project"), including the establishment of the Brighton Township Sanitary Sewer Drain Special Assessment District (the "Special Assessment District");

WHEREAS, the Brighton Township Sanitary Sewer Drainage District issued bonds to finance the Project and in order to pay debt service on the bonds, the Township has caused special assessments (the "Assessment") to be levied against properties in the Special Assessment District;

WHEREAS, the Township Board, pursuant to Act 188, has established a hardship deferment program (the "Hardship Program") for certain properties subject to an Assessment in the Special Assessment District;

WHEREAS, the Property Owner has applied to the Township Board for a deferral, pursuant to the Hardship Program, of the principal of and the interest on the Assessment that was listed on the December 1, 2015 Winter Tax Bill.

WHEREAS, the Township has agreed to defer the amount of the principal of and interest on the Assessment that was listed on the December 1, 2015 Winter Tax Bill.

WHEREAS, pursuant to Act 188, as a condition of granting the hardship deferment, the Township is required to record a lien against the Property;

NOW, THEREFORE, in consideration of granting the Hardship Deferment of the payment of the Assessment on the Property, the Property Owner agrees as follows:

1. Recorded Lien. Pursuant to Act 188, the amount of $806.93 shall constitute a recorded lien on the property.

2. Full Amount Due and Payable. In accordance with the Township Ordinance governing the deferral of the Assessment, the entire amount of the Assessment that is deferred shall be paid in full at the time of any change in ownership of the subject property.

3. Recording. The Property Owner acknowledges that this document is to be recorded in the offices of the Livingston County Register of Deeds.

IN WITNESS WHEREOF, the Property Owner has signed this Acknowledgment of and Consent to Lien as of the day and year first above written.

WITNESSES:

Karen M Hester

Geraldine Veilleux

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this 30th day of December, 2015, before me appeared Geraldine Veilleux to me personally known, who, being by me duly sworn, did say that she is the Property Owner of the above described real property, they have read and signed the foregoing Acknowledgment of and Consent to Lien, and execution of said instrument is a free act and deed.

IN TESTIMONY WHEREOF, given under my hand, and seal of office this 30th day of December, 2015.

Karen M Hester
Notary Public
Livingston County, Michigan
My Commission Expires:
Acting in Livingston County

KAREN M HESTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 27, 2020
Acting in the County of Livingston

DRAFTED BY: Michele Olechnowicz, Receptionist, Brighton Township
4363 Buno Rd. Brighton, MI 48114

PLEASE RETURN TO: Township Clerk – Ann Bollin, Brighton Township
4363 Buno Road, Brighton, MI 48114

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL 4712-19-201-061

T2N-R6E SEC 19, LOTS 21, 22 AND 23 OF SANDY SHORES SUBDIVISION.

Check List for 2016 Sewer Assessment Hardship Deferral (for 2015 taxes)

TAX ID# 4712-19-201-061

G.V.

	Yes	No	Date	N/A
Deferral Application Completed and Received by Township	✓		12/30/15	
Acknowledgment of and Consent to Lien Signed by Resident	✓		12/30/15	
Copy of Michigan State Income Tax return	✓			
* Filed with Poverty Exemption Paperwork				
Copy of Federal Income Tax return	✓			
* Filed with Poverty Exemption Paperwork				
Meets 2015 Federal Poverty Standards Guidelines	✓		1/5/16	

	Yes	No	Date	N/A
Deferral Approved by Utilities Commission				
Deferral Approved by BTBT				
Acknowledgment of and Constent to Lien registered w/County				
Request check from Accounting Dept.				

Comments:

Cover letter, Hardship Application, and Acknowledgment of and Consent to Lien form mailed to resident 12/10/2015.

12/22/15: Spoke with resident to remind her of deadlines & holiday hours. She stated she is working on application.

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.:	706
Effective Date:	July 6, 2004
Amended Date:	October 21, 2013
Policy Regarding:	**SEWER SPECIAL ASSESSMENT POVERTY DEFERRALS**

The Township's Sanitary Sewer System Use Ordinance, in compliance with Michigan law, allows the Township Board to grant the deferment of special assessments imposed for the Township's Sanitary Sewer System in certain circumstances, in accordance with the authority set forth in Section 9a of Act 188, Public Acts 1954, as amended. Any property owner who has property located within the Sanitary Sewer District, and can demonstrate an inability to pay their annual installment due to financial hardship may apply for the deferral. The Township's deferral process requires the property owner to file an annual application with the Township Manager, to be reviewed by the Township Utilities Committee. The Committee's recommendation is forwarded to the Township Board of Trustees for final approval.

1. If the applicant has already been granted a poverty tax exemption from the Township Board of Review, they may automatically be granted a poverty deferral for the sewer special assessment by the Township Board, as recommended by the Township Utilities Committee.

2. The burden of proving poverty rests with the applicant. The applicant must supply the necessary application and supporting documents as required by this policy and procedure statement. Those documents shall include **(you must include this information for all household members 18 years old and over):**

   A. The completed, notarized application for the poverty deferral. This application must be submitted no later than December 21st of each year, unless otherwise indicated by the Township.

   B. The most recent (immediate preceding year) Michigan Income tax return with all attachments including the MI-1040 CR.

   C. The most recent (immediate preceding year) Federal Income Tax return with all attachments.

3. The determination of qualification for a sewer poverty deferral shall be based on:

   A. The adjusted income level of the household.

   B. The size of the family unit.

   C. The assets and availability of income to the household.

4. The applicant's reported income shall be reviewed and adjusted, subject to:

A. Gross adjusted income may be adjusted with a factor of 0.72. This allows 28 percent of employment income to meet any income tax liability. At the discretion of the Utilities Committee, actual income tax liability as reflected on the relevant tax returns may be utilized.

B. Adjusted income shall be adjusted with the greater of the two of the following:

1) Income may be adjusted with a factor of 0.85. This allows 15 percent of such income to meet medical needs, OR

2) A 100 percent allowance for medical insurance premiums paid by the applicant, for the applicant's personal benefit, as reported on the MI-1040 CR, plus expenses for medical care paid by the applicant where reimbursement is not a factor.

C. Any unusual and necessary expenses that the Utilities Committee determines to be detrimental to the applicant's ability to pay their annual sewer special assessment installment.

5. The determination of the size of the family unit shall be reflective of Michigan income tax procedures in general. The allowance for a family unit shall consider:

A. Applicant shall be entitled to one "allowable exemption" for each verified household member.

B. An additional "allowable exemption" may be granted for:

1) Any household member who is 65 years old or older.

2) Any household member who is a paraplegic or quadriplegic.

C. Exemption amount is equal to the amount of exemptions allowed on MI Income Tax return for the immediately preceding year.

6. The annual poverty income threshold shall be based on 150% of the State of Michigan guidelines for "poverty" which are published yearly by the State Tax Commission.

7. In the determining of the granting of any poverty deferral, all assets of the applicant (excluding the applicant's primary residence), as well as all available sources of income of funds shall be considered. The maximum assets allowed for a poverty deferral shall be two (2) times the annual poverty threshold set for granting poverty deferrals for sewer special assessments. Assets will include, but are not limited to, homes or property other than your homesteaded property, cars, boats trailers/RV's, any motorized recreational equipment, stocks and bonds, retirement accounts). **If the assets of the applicant exceed this level, a poverty deferral shall not be granted.**

8. The granting of a poverty deferral may be partial or total.

9. The granting of a deferral shall be based on the applicant's adjusted income. If the applicants adjusted income is less than the current year poverty income threshold the deferral shall be granted at 100%. If the income is greater than the current year poverty income threshold a partial deferral may be granted, or the deferral may be denied at the discretion of the Utilities Committee.

10. Income shall be considered to include all of the following:

A. Money, wages, and salaries before any deductions.

B. Net receipts from non-farm self employments. These are from a person's own business, professional enterprise, or partnership, after deduction for business expenses.

C. Net receipts from farm self-employment. These are receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses.

D. Regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, workers compensation, veteran's payments, public assistance (including Aid to Families with Dependent Children, Supplemental Security Income, Emergency Assistance money payments, and non-federally funded general relief money payments).

E. Alimony, child support and military family allotments or other support from an absent family member or someone not living in the household.

F. Private pensions, government employee pensions (including military retirement pay) and regular insurance or annuity payments.

G. College or university scholarships, grants, fellowships and assistantship.

H. Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

I. Money received from the sale of property such as stocks, bonds, and a house.

11. Income does NOT include the following:

A. Withdrawals of bank deposits, borrowed money, or tax refunds.

B. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.

C. Federal non-cash benefit programs such as Medicare, Medicaid, food stamps and school lunches.

12. As a condition of granting the deferral, there shall be no reverse mortgages in place on the property. **If such mortgage is in place, the application for deferral shall be denied.**

13. As a condition of granting the deferral, the amount deferred shall constitute a lien on the subject property, and the property owner or agent shall sign a document, in recordable form, that will provide notice of the lien on the property for the deferred amount.

14. The total sum of all annual deferments, both principal and interest, shall be paid in full at the time of any change in ownership of the subject property. No additional interest shall be due on the amounts deferred. Change of ownership includes any and all transfers of ownership, including a transfer to heirs upon applicant's death.

2015 SEWER SPECIAL ASSESSMENT

POVERTY DEFERRAL INCOME THRESHOLD GUIDELINES

(FOR TAXES DUE FEBRUARY, 2016)

SIZE OF FAMILY UNIT	FEDERAL POVERTY GUIDELINES	150% OF POVERTY GUIDELINES
1	$11,670	$17,505
2	$15,730	$23,595
3	$19,790	$29,685
4	$23,850	$35,775
5	$27,910	$41,865
6	$31,970	$47,955
7	$36,030	$54,045
8	$40,090	$60,135

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Agreement for Law Enforcement Services

EXPLANATION OF TOPIC: On December 15th, Marion Township hosted an A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) training for Livingston County local government officials which was attended by some of the Brighton Township department heads and elected officials. The instructor was a representative of the Livingston County Sheriff Department who highlighted the up-tick in mass shooting frequencies in our country and provided unfortunate video examples, one of which was of an active shooter which took place at the Panama City School Board meeting.

While not generally related to the topic of active shooters, over the last few years you are aware that there have been comments raised about a security presence at Township Hall. I've received comments recently from consultants, committee appointees and officials as to the presence of law enforcement during meetings of the Board and committees. While many municipalities have their Police Chief or department representative at Board meetings, Brighton Township is one of those communities that does not have an in-house police department.

I have asked the Livingston County Sheriff's Department for a copy of their draft agreement which would cover such services.

SUPPORTING DOCUMENTS:

- Sample Agreement for Law Enforcement Services

POSSIBLE COURSES OF ACTION:

- Discuss the draft Agreement for law enforcement services. If the Board desires to have a public safety presence at Township Hall during key periods

SUGGESTED MOTION: Motion by _____, supported by _____ that the agreement for law enforcement services between the Township and Livingston County Sheriff's Department (be / not be) pursued.

Draft 10/1/2012

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the _____ (hereinafter referred to as the "_____").

W I T N E S S E T H:

For and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Services to be Performed by SHERIFF. The SHERIFF shall furnish police services as set forth in the attached Appendix A.

2. Insurance. The _____ shall be responsible for obtaining and maintaining its own property and liability insurance.

3. Compensation. The _____ shall pay the COUNTY the sum of SIXTY AND NO/100 DOLLARS ($60.00) per hour per Sheriff Deputy performing services under this Agreement.

4. Location Where Compensation is to be Paid. The _____ shall remit all payments to the _____
_____.

5. Status of Sheriff Deputies Assigned Under This Agreement. The Sheriff Deputies assigned to the _____ under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.

6. Removal of Sheriff Deputies for Emergencies. The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the _____, for emergencies that might exist outside the area designated by this Agreement.

7. Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

8. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the 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 any of the parties hereto.

9. **Agreement Period**. This Agreement shall commence upon the _____ day of _____, 20____, and shall continue until the _____ day of _____, 20____, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the _____ upon eight (8) hours prior written notice to the other parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

By:_____
Maggie E. Jones, Chairman
County Board of Commissioners
Date: _____

By:_____
Robert J. Bezotte, Sheriff
Date: _____

_____

By:_____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Date: _____

N:\Client\Livingston\Sheriff\Agreements\Boilerplate LE Svcs Agr 2012.doc

APPENDIX A

DESCRIPTION OF SERVICES:

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Assistant to the Township Manager

AGENDA TOPIC: Building Cleaning Services

EXPLANATION OF TOPIC:

The current contract for building cleaning services of the Township Hall and the fire stations is set to expire at the end of this fiscal year. In December, Administration posted a request for proposals on the MI-TN website for building cleaning services. The Township received eight (8) bids, which can be reviewed on the Bid Form attachment.

In addition to a request for proposals for building cleaning services, Administration requested pricing for general maintenance services, a description of which can be reviewed on the last page of the Request for Proposals #15-08.

Lastly, the Brighton Area Fire Authority has expressed their desire to the Township to independently contract for cleaning services for the fire stations they currently lease from the Township, which the Manager approved. Any new contract for building cleaning services will only be for the Township Hall.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Request for Proposals #15-08 with Addendum
- Bid Form
- Bids
- Email from Angel Cleaning Company
- Contract for Cleaning Services (2012-2015)

POSSIBLE COURSE OF ACTION: Accept/Reject the proposal(s) from any or all of the bids for the Request for Proposals #15-08.

RECOMMENDATION: Accept the proposals for cleaning services at a rate of $624 per month and general maintenance services at a rate of $21 per hour from Angel Cleaning Services.

SUGGESTED MOTION:
Motion by _____, supported by _____ the proposals for cleaning services at a rate of $624 per month and general maintenance services at a rate of $21 per hour from Angel Cleaning Services.

ROLL CALL VOTE REQUIRED? Yes

CHARTER TOWNSHIP OF BRIGHTON
REQUEST FOR PROPOSAL #15-08
BUILDING CLEANING SERVICES

The Charter Township of Brighton is seeking proposals for building cleaning services on Wednesdays and Fridays after 5 p.m as well as proposals for alternate pricing on general maintenance services. The specific cleaning services and maintenance services to be provided are listed on the attached sheets. Bidders may submit proposals solely for cleaning services. Completing information on general maintenance services is optional and only applicable to bidders that provide such services.

DUE DATE/LOCATION:
Bid forms and references are due by 2:00 p.m., on Wednesday, January 6, 2016 at:

Brighton Township Hall
ATTN: Zachary Dyba
4363 Buno Rd.
Brighton, MI 48114-9298

Successful contractor must provide proof of required insurance. Proposals shall be presented in a sealed envelope clearly marked "**Building Cleaning**". FAX or email copies will **not** be accepted. Late proposals will not be accepted. The Township reserves the right to waive all informalities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed to be in the best interest of the Township.

The Township is not obligated to reimburse responding Vendors for any expenses incurred in preparing or submitting proposals in response to this request, nor is the Township responsible for such expenses. All such expenses are solely the responsibility of the Vendor.

The Contractor will provide cleaning supplies and equipment. Contractor must provide services as outlined in this proposal.

Questions regarding services to be provided or other matters related to this proposal should be directed to the Assistant to the Township Manager, Zachary Dyba, at astmgr@brightontwp.com. Appointments may be made to review the buildings prior to submission of a proposal.

CHARTER TOWNSHIP OF BRIGHTON
CLEANING SPECIFICATIONS

BIDDER QUALIFICATIONS

Bidder must be experienced in cleaning and maintenance of commercial properties and provide a minimum of three (3) commercial references.

For the duration of the contract, the contractor must maintain the following insurance coverage at the stated amounts below and must name the Charter Township of Brighton as additionally insured.

Type of Insurance:

Workmen's Compensation Insurance and Employer's Liability
Limit: As required by laws of State of Michigan

Public Liability & Property Damage:
Bodily Injury: Each Occurrence: $1,000,000
Aggregate: $2,000,000
Property Damage: Each Occurrence: $1,000,000
Aggregate: $2,000,000

Owner's and Contractor's Protective Liability & Property Damage:
Bodily Injury: Each Occurrence: $1,000,000
Aggregate: $2,000,000
Property Damage: Each Occurrence: $1,000,000
Aggregate: $2,000,000

Motor Vehicle (including Owner, Hired and Non-Owned Vehicles):
Bodily Injury: Each Occurrence: $1,000,000
Property Damage: Each Occurrence: $1,000,000
Combined single limit: $2,000,000

Thirty (30) days advance written notice of insurance cancellation, non- renewal, reduction and/or material change in coverage, will be provided to the TOWNSHIP. Notice of cancellation, material change or reduction must be attached to the Certificate of Insurance, or otherwise evidenced as in effect under the policy listed.

Bidder must supply all personnel to complete requirements of specifications. All costs are to be stated as requested and are inclusive in the lump sum quote (unless otherwise stated in comments section by bidder).

Based upon a review of submitted information, the Township anticipates awarding a one (1) year contract for services, subject to cancellation pending non-performance.

SELECTION CRITERIA

Selection of the successful bidder shall be based upon:

- Experience
- Record of past performance
- Ability to perform
- Cost

FREQUENCY

Cleanings will be performed two (2) times per week on Wednesday after 5:00 p.m. and completed prior to 6:00 a.m. the following day and on Friday after 5:00 p.m. and completed prior to 6:00 a.m. Monday. Attachment B outlines the frequency of specific tasks at Township Hall. Attachment C contains tasks and common problems related to general maintenance services (Alternate Bid), which will be performed as needed. Contract period runs for one (1) year.

LOCATIONS

1. Township Hall – 4363 Buno Road, Brighton, 48114. (7078 Sq. Ft.)

ATTACHMENTS

Attached to this document is the bid form ("Attachment A"), and a cleaning list for Township Hall ("Attachment B"). The list in Attachment B details what tasks are to be performed twice a week, once a week, monthly, and semiannually at Township Hall. Attachment C is an alternate pricing form for general maintenance services for the Township Hall. It is expected that each bidder will read all of the bid materials, complete the bid forms, and sign all of the attached documents, when required.

ADDENDUM & MITN

Any and all addendum pertaining to this proposal will be posted on the MITN bid system. Before the due date, it is the responsibility of the vendors to check any posted addendum at www.mitn.info.

DUE DATE

Bids are due no later than 2:00 p.m. on January 6, 2016, after which time no further bids will be accepted, and at which time the bids received will be publicly opened and read. All bids must be in a sealed envelope identifying the item being bid as "**Building Cleaning".**

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: _____

Address: _____

City: _____ ZIP: _____

Office Phone: _____ Fax: _____

Cell Phone: _____ Contact Person: _____

Quoted Prices (See Attachment B before completing)**:**

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $_____
- Weekly services: $_____
- **Monthly services:** $_____

SUBTOTAL QUOTE PER MONTH (cleaning): $_____

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $_____

TOTAL QUOTE PER MONTH (all services): $_____

Equipment available and/or proposed to be used:

_____

_____

Your comments: _____

_____

_____

Reference:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

Reference:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

Reference:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: _____

ATTACHMENT B

BRIGHTON TOWNSHIP HALL
CLEANING SPECIFICATIONS CHECKLIST

Date _____

TWO (2) NIGHTS PER WEEK	
	Clean and disinfect drinking fountains
	Empty trash receptacles at all entrances / exits
	Clean entrance door and lobby glass windows
	Empty all wastebaskets; reline as necessary
	Clean, disinfect, sanitize and deodorize all toilets, urinals and sinks
	Spot clean spills and coffee rings from furniture
	Dust all cobwebs from walls, ceilings, vents and other areas
	Spot clean walls as needed
	Refill all toilet tissue, hand towels and soap dispensers (don't pack paper towels holders too full)
	Clean and disinfect all telephones, wall switches, door knobs, elevator buttons and microwaves
	Sweep, disinfect and mop all flooring that is not carpeted
	Vacuum all carpeted areas including elevator

WEEKLY	
	Clean all furniture in individual offices and vestibule, dusting under chairs, sanitizing armrests and vacuuming upholstery
	Clean and dust partition walls
	Water plants
	Wash and disinfect all restroom partitions
	Clean all base and cove moldings and glass partitions
	Check chlorination tank to refill with chlorine pellets as necessary
	Dust all high and low vertical surfaces including book shelves, doors, file cabinets, tables
	Recycling – remove items from green recycling bins and drop off at a recycling center

MONTHLY	
	Wash and polish all desk tops that are cleared of work papers
	Detail vacuum all corners and edges of carpeting
	Clean all board room furniture
	Dust all intake and heat vents
	Dust all blinds

SEMI-ANNUALLY	
	Clean and wash the inside of the refrigerators

ATTACHMENT C

Alternate Pricing for General Maintenance Services
Pricing Sheet

The Township is requesting an alternate bid for general maintenance services for the **Township Hall**.

"General maintenance services" means all labor and materials necessary to perform the minor preventative and corrective maintenance of the Township Hall, including but not limited to, basic repairs for mechanical systems, simple plumbing issues, carpet cleaning, maintenance of electrical and lighting components and some carpentry/painting work.

Common general maintenance issues include:

- Changing light bulbs
- Straightening crooked shelves
- Tightening loose fixtures
- Patching small holes in drywall
- Using pesticides for minor bug problems
- Fixing issues with blinds
- Assembling and moving furniture/filing units

If the company that shall provide general maintenance services has different contact information than the cleaning services, please attach a sheet providing company name, address, phone, email, and contact person.

The Township will either provide supplies for general maintenance services or reimburse Vendor for supplies (i.e. light bulbs, filters) if necessary. Vendor is expected to provide personnel and equipment (i.e. toolbox) to complete general maintenance services.

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

$_____ (Include this number in Attachment A)

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications in this attachment.

Signature: _____ Date: _____

Addendum #1

Charter Township of Brighton

Building Cleaning Services RFP 15-08

Clarification #1

On page 3 of the RFP, it states that the square footage of the Township Hall is 7078 Sq. Ft. That number reflects the *land area* of the Township Hall.

The *floor area* of the Township Hall is 14,312 Sq. Ft. That number includes both the upper and lower floors of the Township Hall.

Clarification #2

On page 1 of the RFP it states, "The Contractor will provide cleaning supplies and equipment." Cleaning supplies refers to items such as Windex, TB cleaner, general cleaner, cleaning rags, mop heads, etc. Items such as toilet paper, paper towels and hand soap will be provided by the Township.

CHARTER TOWNSHIP OF BRIGHTON
BID FORM

BID NAME: BUILDING CLEANING SERVICES #15-08

BID OPENING DATE: WEDNESDAY, JANUARY 6, 2016

BID OPENING TIME: 2:04 PM

PRESENT: ZACHARY DYBA & BRIAN VICK

COMPANY NAME	DATE RECEIVED	AMOUNT (Cleaning/Maintenance)
Copeland Cleaning Services	12/28/15	$500/----
Kris' Cleaning Services	01/04/16	$640/----
Perfection Plus	01/06/16	$1,440/$65 per hour
CoverAll	01/06/16	$731/----
Property Monkey	01/06/16	$5347.34/$26.40 per hour
RNA Management*	01/06/16	$750/$650
Angel Cleaning Company*	01/06/16	$624/$200 (See Email)
Knox International	01/06/16	$750/$550

*Contractors that were in attendance for the bid opening.

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Copeland Cleaning Services
Address: 2081 West Williams Circle
City: Westland MI ZIP: 48186
Office Phone: (734) 756-1039 Fax: (734) 729-4936
Cell Phone: (734) 756-1039 Contact Person: Mr. Lynn Copeland

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ 166.67
- Weekly services: $ 166.67
- **Monthly services:** $ 166.66

SUBTOTAL QUOTE PER MONTH (cleaning): $ 500.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $_____

TOTAL QUOTE PER MONTH (all services): $_____

Equipment available and/or proposed to be used:

Floor buffer, Floor scrubber, carpet spotter, carpet cleaner, power washer, vacuums, dust vacs, mops, brooms, window equip., etc

Your comments: _____

Reference:

Company Name: Secretary of State - Trenton

Contact Person: Marchell Adams-Colon

Address: 3040 Van Horn Rd. Trenton MI 48183

Phone Number: (734) 675-4601 or (248) 495-2690

Email Address: colonm@michigan.gov

Reference:

Company Name: Secretary of State - Westland

Contact Person: Sarah Green-Brown

Address: 6090 N. Wayne Rd. Westland MI 48185

Phone Number: (734) 722-6992

Email Address: greenbrowns@michigan.gov.

Reference:

Company Name: University of Michigan - Kellogg Eye Center

Contact Person: Dianna Smith

Address: 1974 N. Huron River Dr. Ste. 100 Ypsilanti MI 48197

Phone Number: (734) 615-0788

Email Address: _____

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: 12-28-2015

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Kris' Cleaning Service
Address: 4106 Mellow Ln
City: Pinckney, MI ZIP: 48169
Office Phone: 517-304-4856 Fax: 734-878-5696
Cell Phone: 517-304-4856 Contact Person: Kris Hayes

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ 433.00
- Weekly services: $ 118.00
- **Monthly services:** $ 89.00

SUBTOTAL QUOTE PER MONTH (cleaning): $ 640.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $_____

TOTAL QUOTE PER MONTH (all services): $_____

Equipment available and/or proposed to be used:

I will supply cleaning supplies + equiptment

Your comments: See cover letter

Kris' Cleaning Service References

Client	Contact Person	Phone #
WHMI FM 93.5 Howell (Since 2005)	Fran Campbell	517-546-0860
Charter Township Of Brighton (Since 2006)	Ann Bollin	810- 229-0560
Brighton Area Fire Dept. (Since 2006)	Claudette Monroe	810-229-6640
U.S. Mattress Brighton (Since 2012)	Tim Attard	810-225-4944 x2210
Michigan State Police Brighton Post (Since 2012)	Lt Joel Allen	810-227-7073

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Perfection Plus Cleaning Service Inc.

Address: 19411 W. McNicholas Suite-324

City: Detroit Mi 5 ZIP: 48219

Office Phone: 248-200-7054 Fax: _____

Cell Phone: 313-243-4985 Contact Person: Darryl Anglin

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $360.00
- Weekly services: $180.00
- **Monthly services:** $1,440.00

SUBTOTAL QUOTE PER MONTH (cleaning): $1,440.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $65.00 Per Hour

TOTAL QUOTE PER MONTH (all services): $1,440.00

Equipment available and/or proposed to be used:

Drum/cart, Broom, Dustmop, Dustmop, Mop, Mopbucket, Duster Vacuum Cleaner, Buffer & Shampooer

Your comments: Attachment C: All but carpet cleaning, Scrubbing Floor & Strip, Seal + wax Floor. Need A Hourly Rate on Common General Maintenance Issues

Reference:

Company Name: PVS-Nolwood Chemical Inc.

Contact Person: Andrew Vultaggio

Address: 8970 Hubbell Detroit Mi 48227

Phone Number: 313-272-0993

Email Address: AVultaggio@pvschemicals.com

Reference:

Company Name: Fourmidable

Contact Person: Willie Golston

Address: 32500 Telegraph Bingham Farm Mi 48025

Phone Number: 248-593-4600

Email Address: WGolston@Fourmidable.com

Reference:

Company Name: JP Boyer LLC.

Contact Person: Pamela Swift

Address: 19160 Lancashire Detroit Mi 48223

Phone Number: 313-348-3415

Email Address: _____

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: 1-6-2016

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Coverall

Address: 22260 Haggerty Rd. Ste 120

City: Northville ZIP: 48167

Office Phone: 248-349-4505 Ext. 813430 Fax: _____

Cell Phone: 248-308-0000 Contact Person: Cody Huge

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ –
- Weekly services: $ –
- **Monthly services:** $ 731

SUBTOTAL QUOTE PER MONTH (cleaning): $ 731

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $ –

TOTAL QUOTE PER MONTH (all services): $ 731

Equipment available and/or proposed to be used:

All equipment that will be needed to service will be included along with Professional Grade Solutions.

Your comments: As talked about during the walkthrough we include everything but toilettries, ie... Paper Towel, Toilet Paper + Hand Soap.

Reference:

Company Name: Harley Davidson of Brighton

Contact Person: Mollie Behm

Address: 5942 Whitmore Lake Dr. Brighton, MI 48116

Phone Number: 810-225-2915

Email Address: office@brightonhd.com

Reference:

Company Name: Country Hills Montessori

Contact Person: Tanya Dallo

Address: 24480 Orchard Lake Rd Farmington Hills, MI 48336

Phone Number: 248-477-8020

Email Address: Countryhillsmontessori@gmail.com

Reference:

Company Name: The Pain Center

Contact Person: Amy Johnson

Address: 27423 Van Dyke Ave Warren, MI 48093

Phone Number: 586-757-4000

Email Address: _____

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: 1/4/2016

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Property Monkey

Address: 10200 Dosh Dr

City: Otisville MI ZIP: 48463

Office Phone: 810-631-2201 Fax: _____

Cell Phone: 810-240-5361 Contact Person: Greg Jordan

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ 3229.48/MO
- Weekly services: $ 1754.13/MO
- **Monthly services:** $ 352.00/MO
- Semi Annual Cleaning $ 11.73/MO (Refrigerators)

SUBTOTAL QUOTE PER MONTH (cleaning): $ 5347.34

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $26.40/HR

TOTAL QUOTE PER MONTH (all services): $5347.34 + 26.40/HR for required maintenance

Equipment available and/or proposed to be used:

Commercial Vacuums, Carts, Rags etc.

Your comments: Thank you for the opportunity!

Reference:

Company Name: Lloyd Miller & Sons

Contact Person: Don Miller Jr

Address: 3695 E M-21 Corunna MI 48817

Phone Number: 989-743-4049

Email Address: jrmiller1@michonline.net

Reference:

Company Name: Goods Roofing

Contact Person: Kelly Good

Address: 4477 Center Rd Burton MI 48519

Phone Number: 810-653-7663

Email Address: goodkelly13@gmail.com

Reference:

Company Name: Advanced Building Group

Contact Person: Scott Richardson

Address: 28 West Adams Detroit MI 48226

Phone Number: 313-974-6153

Email Address: srichardson@advancedbg.com

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township *reserves the right to negotiate final terms and conditions, including, but not limited to: length of* contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: Gregory R Good Date: 1-6-16

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: RNA Facilities Management

Address: 4722 S State Road

City: Ann Arbor, MI ZIP: 48108

Office Phone: 877-762-7511 Fax: 888.762.8541

Cell Phone: 734-260-3395 Contact Person: Mike Farha

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ 400.00
- Weekly services: $ 200.00
- **Monthly services:** $ 150.00

SUBTOTAL QUOTE PER MONTH (cleaning): $ 750.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $ 650.00

TOTAL QUOTE PER MONTH (all services): $ 1400.00

Equipment available and/or proposed to be used:

RNA will supply all necessary cleaning supplies along with able bodied custodians to perform all cleaning work. For general maintenance work, RNA will supply personnel and toolbox, tools,etc.

Your comments: Thank you for the opportunity to bid on your cleaning service needs.

Reference:

Company Name: Eastern Michigan University

Contact Person: Billal Sarsour

Address: 875 Ann Street

Phone Number: 734.320.0311

Email Address: eastern-bsarsour@emich.edu

Reference:

Company Name: Wayne County Regional Educational Service Agency

Contact Person: Ed Glassock

Address: 33500 Van Born Road

Phone Number: 734.334.1344

Email Address: glassce@resa.net

Reference:

Company Name: Michigan Works GED School

Contact Person: Eleanor Dodd

Address: 1800 Meyers Road

Phone Number: 313-873-7321

Email Address: edodd@detempsol.org

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: Mike Taylor Date: January 5, 2016

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Angel Cleaning Company LLC

Address: 2443 Draper Ave

City: Ypsilanti, MI ZIP: 48197

Office Phone: 248-238-6556 Fax: 734-961-7678

Cell Phone: 248-238-6556 Contact Person: Festime Prenci

Quoted Prices (See Attachment B before completing)**:**

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $ 288.00
- Weekly services: $ 144.00
- **Monthly services:** $ 624.00

SUBTOTAL QUOTE PER MONTH (cleaning): $ 624.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $ 200.00

TOTAL QUOTE PER MONTH (all services): $ 824.00

Equipment available and/or proposed to be used:

Backpack Vaccum, Mop Bucket, Buffing Machine, Floor Machines for strip & Waxing, Carpet Cleaning Machine.

Your comments: We will spend 4hr everytime cleaning $18.00 per hour.

Reference:

Company Name: City of Plymouth

Contact Person: Tom Alexanokis

Address: 201 Main Street, Plymouth, MI.

Phone Number: 734-453-1234 ext 201

Email Address: aalexandris@ci.plymouth.mi.us

Reference:

Company Name: DPWorks, city of Farmington Hills

Contact Person: Kevin P McCarthy

Address: 27245 Halsted, Farmington Hills, MI 48331

Phone Number: 248-871-2858

Email Address: kmccarthy@fhgov.com

Reference:

Company Name: Jewish Community Center of Greater Ann Arbor.

Contact Person: Ken Emerson

Address: 2836 Birch Hollow Dr, Ann Arbor, MI 48108

Phone Number: 248-240-3240

Email Address: kenemerson@jccfed.org.

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: Festine Prenci Date: 01-06-2016

ATTACHMENT A
CHARTER TOWNSHIP OF BRIGHTON
PROPOSAL FORM – CLEANING SERVICES

Company Name: Knox International, LLC

Address: 6727 Moccasin St

City: Westland ZIP: 48185

Office Phone: 248-808-4217 Fax: _____

Cell Phone: 248-467-9513 Contact Person: Omar Q. Knox

Quoted Prices (See Attachment B before completing):

Township Hall Cleaning (4363 Buno Road)

- Biweekly services: $375.00
- Weekly services: $190.00
- **Monthly services:** $750.00

SUBTOTAL QUOTE PER MONTH (cleaning): $750.00

ALTERNATE PRICING: Maintenance Services for Township Hall per month.

(See Attachment C before completing) $550.00

TOTAL QUOTE PER MONTH (all services): $1,300.00

Equipment available and/or proposed to be used:

All cleaning and maintenance equipment required to be used in the completion of services will be provided by Vendor

Your comments: Vendor will notify the Township regarding all general maintenance services supplies needed. Township will be invoiced for reimbursement of maintenance services supplies

Reference:

Company Name: Salon Trinity of Livonia

Contact Person: Gail Brandon

Address: 37577 Five Mile Rd, Livonia MI 48154

Phone Number: 734-591-5955

Email Address: salontrinityoflivonia.com

Reference:

Company Name: Ann Arbor Transportation Authority

Contact Person: Michelle Whitlow

Address: 220 Pearl St, Ypsilanti MI 48197

Phone Number: 734-794-1813

Email Address: mwhitlow@theride.org

Reference:

Company Name: Detroit Wayne Mental Health Authority

Contact Person: Shareace Hill

Address: 640 Temple St, Detroit MI 48201

Phone Number: 313-344-9099

Email Address: shill1@dwmha.org

Please attach any additional comments or materials that you may have.

NOTE: At least three (3) references are required (preferably from similar size/type organizations).

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be solely in the best interest of the Township and to waive all informalities in the bidding process. All quotes must remain valid for one from the bid due date. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: 01/06/16

Assistant Manager

From: Festime [angelcompanycleaning@gmail.com]
Sent: Monday, January 11, 2016 6:30 PM
To: Assistant Manager
Subject: Re: Brighton Township Cleaning RFP

Yes ,will be $21 .00 per hour .Thank you Festime

Sent from my iPhone

On Jan 11, 2016, at 4:37 PM, Assistant Manager <astmgr@brightontwp.com> wrote:

Hello Festime,

I am in the process of reviewing the bids for the cleaning and general maintenance services for the Brighton Township Hall and I had a question about your bid. You provided a quote of $200 a month for general maintenance services in your bid. I was wondering if you could provide instead a "per hour" quote instead of a monthly quote. We believe it may be more advantageous and transparent for the Township to pay an hourly rate as opposed to a monthly rate.

Please get back to me as soon as possible. If you have any questions please email me or call me at 810-229-0551. Thank you.

Zachary Dyba
Assistant to the Township Manager
Township of Brighton
astmgr@brightontwp.com
Phone: 810-229-0551
Fax: 810-229-1778

CONTRACT FOR CLEANING SERVICES

This Agreement is made by and between Kris Hayes, owner of Kris' Cleaning Service, 5045 Burton Drive, Pinckney, Michigan 48169 ("Kris"), and the Charter Township of Brighton, 4363 Buno Road, Brighton, Michigan 48114 ("Township"), effective July 19, 2012.

Recitals

1. The parties to this Agreement have had a previous business relationship wherein Kris has provided cleaning services at various Township locations.

2. The parties wish to enter into a new agreement for Kris to provide cleaning services for the Township for a period of three (3) years, according to the following terms and conditions:

   The parties agree as follows:

Agreement

3. Kris shall clean the Brighton Township Hall located at 4363 Buno Road, two times per week. Cleaning specifications for the Brighton Township Hall are attached as Exhibit 1.

4. Kris shall clean Fire Station 32, located on Old US 23 in Brighton, two times per week; and Fire Station 33, located on Weber Street in Brighton, one time per week. Cleaning specifications for Fire Station 32 and Fire Station 33 ("Fire Stations") are attached as Exhibit 2.

5. Township shall pay a total of $840 per month to Kris for the services to be rendered under this Agreement. That monthly payment is divided as follows: $640 is attributed to the Brighton Township Hall; and $200 is attributed to the Fire Stations.

6. Kris acknowledges that of the $200 per month attributable to the Fire Stations, the Brighton Area Fire Authority ("BAFA") is responsible for $160 per month of that total. Kris agrees to bill BAFA directly for cleaning the Fire Stations.

7. If the Township requires additional cleanings at any location, the rate of pay shall be $45 per cleaning.

8. Cleanings shall take place on Wednesdays beginning after 5:00 pm and shall be completed before 12:00 am Thursday; or on Fridays beginning after 5:00 pm and shall be completed before 12:00 am Sunday.

9. Kris shall be paid in arrears by the Township for the previous 30 days services.

10. Either party may terminate this Agreement upon 30 days written notice. Township shall have no obligation to pay for services rendered after 30 days notice and Kris shall have no obligation to perform services after the same 30 day period.

11. Kris shall act as an independent contractor for the performance of this Agreement. Kris shall employ and direct its own personnel as required, shall secure any permits and licenses, shall exercise full and complete authority over its personal, shall comply with all worker's compensation, employer liability and all other federal, state, county or municipal laws, ordinances or rules to perform the services required herein.

12. Kris agrees to assume all risk of loss and to indemnify and hold Township, its officers, trustees, agents, and employees harmless from any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney fees, and witness fees, for injuries to persons and for loss of damage to, or destruction of property, arising from the conduct of Kris in the performance of its duties under this Agreement.

13. Kris shall carry insurance to cover bodily injury to persons other than employees, damage to tangible property, protective coverage for independent contractors or subcontractors, and comprehensive worker's compensation insurance. Kris shall provide proof of at least one million dollars ($1,000,000) general liability insurance upon signing this Agreement. Township shall be named as an additional insured. Kris agrees that such policy or policies shall be properly endorsed to provide that the insurance company shall give Township ten (10) days prior written notice of termination. Kris shall cause insurer to furnish Township with copies of proof of insurance, detailing the coverage therein. If Kris fails to secure insurance or provide proof of the same to Township as outlined herein, Township may cancel this Agreement, without penalty, on five days written notice to Kris.

14. This agreement shall commence July 19, 2012 and expire March 31, 2015, unless sooner terminated as set forth above.

CHARTER TOWNSHIP OF BRIGHTON

_____ _____

By: Thomas E. Murphy Date
Its: Supervisor

By: Ann M. Bollin
Its: Clerk

Date

KRIS' CLEANING SERVICE

Kris Hayes

Kris Hayes

7-4-12

Date

Dan, Looks good.
Shouldn't my
Proof of insurance
Be Exhibit 3?
Kris

please call
my cell if you
have any Questi
or instructions.
Kris
517-304-4856

AGENDA NOTES

MEETING DATE: January 18, 2016

PERSON PLACING ITEM ON AGENDA: Treasurer

AGENDA TOPIC: Approval of Contracts: School Tax Collection

EXPLANATION OF TOPIC: The Board is required by Public Act 451 of 1976 to approve the agreements with the School Districts represented in our Township in order for us to bill for their taxes as the respective School Boards designate. In exchange, we are paid a per-parcel amount. These agreements have been reviewed by our attorney. I am asking the Board's permission to approve the Clerk and Supervisor to sign the agreements.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:
School board agreements for: Howell Public Schools, Hartland Consolidated Schools, Brighton Area Schools, LESA, and Huron Valley Schools provided to us by the respective districts. Huron Valley Schools has an agreement that continues from 2015 through 2017 tax billing cycles.

POSSIBLE COURSES OF ACTION:
Approve/Do Not Approve the agreements with the individual school districts.

SUGGESTED MOTION:
Motion by _____, supported by _____ to authorize the Clerk and Supervisor to sign agreements for 2016 summer tax collection with the school districts, including Livingston Educational Service Agency, Howell Public Schools, Hartland Consolidated Schools, and Brighton Area Schools.

ROLL CALL VOTE REQUIRED? **Yes**

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this day of , 2016 by and between Howell Public Schools, with offices located at 411 N. Highlander Way, Howell, MI 48843 (hereinafter "School District") and Brighton Township with offices located at 4363 Buno Road, Brighton, MI 48116 (hereinafter "Township"), pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a Summer levy of School District property taxes for the year 2016.

RECEIVED
NOV 06 2015
CLERK'S OFFICE

The parties agree as follows:

1. The Township agrees to collect 100% of the total school non-homestead property taxes and 50% of the school debt property taxes as certified by the School District for levy on July 1, 2016 on property located within the Township. Interest earned on said taxes will be retained by the township.

2. The School District agrees to pay Township costs of assessment and collection as follows:

   $ 3.00 per parcel

It is understood that the tax rate as spread by the Township would also reflect the sum of 100% of the taxes of the Livingston Education Service Agency.

3. No later than June 15, 2016 the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection in 2016.

4. The Township Treasurer shall account for and deliver summer school tax collections as follows:

   a. Summer Tax collections shall be paid to the School District within ten (10) business days from the 1st and 15th of each month. At your discretion, you may elect to discontinue summer tax disbursements to Howell Public Schools in November, December, January, and March.

SCHOOL DISTRICT

Signature authorized by Board of Education Resolution of _____, 2016

_____
President

_____
Secretary

TOWNSHIP

Signature authorized by Board of Trustees Resolution of _____, 2016

_____
Supervisor

_____
Clerk

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this 16th day of November 2015 by and between Hartland Consolidated Schools, with offices located at 9525 E. Highland Road, Howell MI 48843 (hereinafter "School District") and Charter Township of Brighton, with offices located at 4363 Buno Road, Brighton, MI 48114 (hereinafter "Township"), pursuant to 1976 PA 451, as amended for the purposes of providing for the collection by the Township of a Summer levy of School District property taxes for the year 2016.

The parties agree as follows:

1. The Township agrees to collect 100% of the total school non-homestead property taxes as certified by the School District for levy on July 1, 2016, on property located within the Township. Interest earned on said taxes will be retained by the township.

2. The School District agrees to pay Township costs of assessment and collection as follows:

   $ 3.00 per parcel

3. No later than June 1, 2016, the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection in 2016.

4. Brighton Township collects for the State of Michigan the proceeds of the State Education Tax, withholding the statutory collection fee.

   School District understands that the State of Michigan may require Brighton Township to forward some or all of the amounts Brighton Township withheld as the collection fee for collecting the State Education Tax on properties with a Principle Residence Exemption within the School District.

   School District agrees to reimburse Brighton Township, for the Hartland School District 2016 SET withholding in the event that Brighton Township is required by the State of Michigan to forward to the State some or all of the amounts Brighton Township withheld as the collection fee for collecting the State Education Tax in Hartland School District.

5. Summer Tax collection shall be paid to the School District within ten (10) business days from the 1st and 15th of each month, except in October, November, December, January, and March.

Hartland Consolidated School District

Scott Bacon, Assistant Superintendent, Designee

Signature authorized by Board of Education Resolution of November 16, 2015

Township

Supervisor

Signature authorized by Board of Trustees Resolution of _____, 2015

Clerk

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this _____ by and between Brighton Area Schools, with offices located at 125 S. Church St., Brighton, MI 48116 (hereinafter "School District") and _____ with offices located at _____ (hereinafter "Township"), pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a Summer levy of School District property taxes for the year 2016.

The parties agree as follows:

1. The Township agrees to collect 100% of the total school non-homestead operating property taxes as certified by the School District for levy on July 1, 2016 on property located within the Township. Interest earned on said taxes will be retained by the township.

2. The School District agrees to pay Township costs of assessment and collection as follows:

$ 3.00 per parcel

It is understood that the tax rate as spread by the Township would also reflect the sum of 100% of the taxes of the Livingston Education Service Agency.

3. No later than May 31, 2016 the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection in 2016.

4. The Township Treasurer shall account for and deliver summer school tax collections as follows:

   a. Summer Tax collections shall be paid to the School District within ten (10) business days from the 1st and 15th of each month via electronic transfer (wire transfer, ACH, etc.)

SCHOOL DISTRICT

Signature authorized by Board of Education Resolution of _____, 2015

_____
President

_____
Secretary

TOWNSHIP

Signature authorized by Board of Trustees Resolution of _____, 2015

_____
Supervisor

_____
Treasurer

SUMMER TAX COLLECTION AGREEMENT

The Township of Brighton with offices located at 4363 Buno Rd., Brighton, Michigan (the "township") pursuant to the 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a summer levy of Livingston Education Service Agency, Michigan (the "Agency") property taxes for the year 2016 and hereafter as provided below:

The Agency and the Township agree as follows:

1. The Township agrees to collect 100% of the total school millage in the summer as certified by the Agency for levy on all taxable property in addition to and not within the K-12 school district summer tax collection, including principal residence and other exempt property not subject to the 18 mill levy within the Brighton Area School, Howell School, and Hartland Consolidated School districts.

2. All interest and penalties, other than collection fees, that are imposed prior to the date the taxes are returned delinquent and that are attributable to school taxes shall belong to the Agency.

3. The Agency agrees to pay the Township costs of assessment and collection at $3.00 per parcel which represents reasonable expenses incurred by the Township in assessing and collecting Agency taxes, to the extent that the expenses are in addition to the expenses of assessing and collecting other taxes at the same time.

4. The Agency shall certify to the Township Treasurer the school millage to be levied on property for summer collection to the Township via a signed L-4029 within 3 weeks of Livingston County Equalization delivering their tax roll information to the Agency, or by June 15, whichever is earlier.

5. The Township Treasurer shall account for and deliver summer school tax collection to the Agency within ten (10) business days from the 1st and 15th of each month via electronic transfer, if and when possible.

6. In the event that state law is amended necessitating changes to this Agreement, the parties agree to negotiate changes to the Agreement in good faith to conform the Agreement to state law. Collection of summer taxes and payment for said collection shall not be disrupted or delayed due to the negotiation of or revision to this Agreement.

7. By execution of this Agreement, both parties certify and represent that the Agreement is authorized by the laws of the State of Michigan, that the individuals responsible for collecting the Agency taxes are and will be in compliance with all laws pertaining to their duties and responsibilities as a tax collecting agent, and that the signors are authorized by the respective governing bodies to execute this Agreement.

8. This Agreement is effective on the date of its execution and shall expire on June 30, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dated indicated below

LIVINGSTON EDUCATIONAL SERVICE AGENCY, MICHIGAN

By _____

Its Deputy Superintendent

Dated 11-30-15

CHARTER TOWNSHIP OF BRIGHTON

_____ _____

Clerk Date

_____ _____

Supervisor Date

BRIGHTON AREA FIRE AUTHORITY
November 12, 2015
Regular Board Meeting

A Regular Meeting of the Brighton Area Fire Authority Board was held on Thursday, November 12, 2015, at the Main Fire Station at 615 W. Grand River Ave, Brighton, Michigan. This Regular Meeting was called to order by Chairperson James Muzzin, at 8:00 a.m.

PRESENT: MIKE CORRIGAN
LUCILLE WEAIRE
JIM MUZZIN
SHAWN PIPOLY
PATRICK MICHEL
GARY MCCRIRIE
JIM MORTENSEN

ABSENT: NONE

ALSO PRESENT: Chief O'Brian
Ken Palka, C.P.A.
Neal Nielsen, Esq.

Call to the Public
None

Approval of Consent Agenda

15:047 Motion by Gary McCririe, supported by Patrick Michel
That we approve the Consent Agenda as presented.

Motion carried unanimously.

Approval of Regular Agenda

15:048 Motion by Jim Mortensen, supported by Shawn Pipoly
That we approve the Regular Agenda as presented.

Motion carried unanimously.

Audit Presentation

15:049 Motion by Jim Mortensen, supported by Mike Corrigan
That we accept and file the Audit Report presented by Kenneth J. Palka, C.P.A., of Pfeffer, Hanniford and Palka, Certified Public Accountants.

Motion carried unanimously.

Resolution to Establish Limits on Cost Recovery Waivers Resolution 15-02

15:050 Motion by Mike Corrigan, supported by Jim Mortensen
That we adopt Resolution 15-02, Establishing Limits on Cost Recovery Waivers, authorizing the Fire Chief to be able to waive Cost Recovery fees to individuals/businesses that show financial hardship, for Invoices up to $2,500, without prior board approval.

AYES: Pipoly, Corrigan, Mortensen, McCririe, Michel, Weaire, Muzzin
NAYS: None
ABSENT: None

Motion carried 7-0

Discussion on 2016 Millage

Chief O'Brian polled the Board to determine availability and schedule a Strategic Planning Meeting on the 2016 Millage. All Board Members were available, and this meeting was scheduled for the morning of Wednesday, December 2, 2015, at 8 a.m.

Good of the Order

Gary McCririe announced that this was his last Board Meeting, and that Todd Smith was appointed as the new representative to the Brighton Area Fire Authority Board. Chief O'Brian indicated that Mr. McCririe was one of the original Board Members and thanked him for his service.

Jim Muzzin stated that he, as well as Board Member Lucille Weaire, attended and passed out candy at the Halloween Party at the Station 31on Halloween night. He indicated that well over 1,000 people attended and was a very big success. Patrick Michel informed the Board that he attended the party with his three children, who enjoyed the party and he commented on the fact that every detail was covered.

Chief O'Brian indicated that Firefighter Justin Segal and his significant other were in charge of coordinating the details of the party. Hungry Howie's sent 110 pizzas, and Meijer was a great partner in this event. The Firefighters' Association purchased $1200 in candy. The Balloon Sculptor (and a Brighton firefighter), Tim Thurmond, was a huge hit at the party.

Chief O'Brian updated the Board regarding the training for the recent hires and he stated that the MFR (Medical First Responder) class is wrapping up, and on November 23rd, the Fire Academy will begin, stated Chief O'Brian.

Adjournment

Motion by Jim Mortensen, supported by Mike Corrigan, that we adjourn this meeting. Motion carried unanimously. This meeting was adjourned at 8:43 a.m.

_____
Jim Muzzin, Chairperson

BRIGHTON AREA FIRE AUTHORITY
December 2, 2015
SPECIAL BOARD MEETING

A Special Meeting of the Brighton Area Fire Authority Board was held on Wednesday, December 2, 2015, at the Main Fire Station at 615 W. Grand River Ave, Brighton, Michigan. This Special Meeting was called to order by Chairperson James Muzzin, at 8:00 a.m.

PRESENT: SHAWN PIPOLY
JIM MORTENSEN
MIKE CORRIGAN
JIM MUZZIN
LUCILLE WEAIRE
PATRICK MICHEL
TODD SMITH

ABSENT: NONE

ALSO PRESENT: Chief Michael O'Brian
Neal Nielsen, Esq.
Deputy Chief Michael Evans
H.R. Director Anne Campbell
Assistant Chief Jim Tester

Call to the Public
None

Approval of Agenda

15:051 Motion by Mike Corrigan, supported by Jim Mortensen,
That we approve the Agenda as presented.

Motion carried unanimously.

Fire Authority Millage

Chairperson Jim Muzzin indicated that the purpose of this special meeting was to have direction on the amount and length of millage to file for. He then turned the meeting over to Chief O'Brian.

Chief O'Brian indicated that the millage is expiring and we need to determine what the Board would like to do. He used a PowerPoint presentation which gave detailed information designed to give the members sufficient information to make a decision. He also included the millage rates of neighboring communities, which indicates that our millage rate is among the lowest of 8 other communities. Chief O'Brian also presented the Members with proposed Budget spreadsheets showing projections of income and expenses for years 2016 through 2021, for each millage rate of 1.25, 1.5 and 1.75.

The discussion also included personnel, staffing, vehicle replacements, gear, SCBA's and equipment, as well as training needs.

There was considerable discussion regarding the fire stations and buildings, including their conditions, maintenance and replacement options. There was discussions regarding how this impacts the millage and how the building replacements could be resolved.

15:052 Motion by Todd Smith, supported by Mike Corrigan and Jim Mortensen
That we consider and pursue a millage rate of 1.5 mills for 5 years and explore the transfer of ownership by the municipalities of the properties, buildings and stations to the Fire Authority.

Motion carried unanimously.

Good of the Order

Chief O'Brian was complimented by both Board Member Jim Mortensen and Board Counsel Neal Nielsen, indicating that they appreciated the time and effort he put into the considerable documentation and information presented at the meeting.

Adjournment

Motion by Patrick Michel, supported by Mike Corrigan, that we adjourn this meeting. Motion carried unanimously. This meeting was adjourned at 9:40 am.

_____
Jim Muzzin, Chairperson

MINUTES
LIVINGSTON COMMUNITY WATER AUTHORITY
NOVEMBER 18, 2015
REGULAR MEETING
2:00 P.M.
GREEN OAK CHARTER TOWNSHIP HALL
10001 SILVER LAKE ROAD
BRIGHTON, MI 48116

M. St. Charles called the meeting to order at 2:00 P.M. The Pledge was recited.
Present: A. Bollin, L. Weaire (Charter Township of Brighton); M. St. Charles, R. Everett (Green Oak Charter Township); P. Hohl, B. Hahn (Hamburg Township); S. Willet, non-voting member (Livingston Water Company)
Absent: None

CALL TO THE PUBLIC
None

APPROVAL OF AGENDA
A. Bollin moved and P. Hohl seconded **to approve the agenda as amended by adding Item 14.a. Hamburg Water Tap Fees.**
Motion carried.

APPROVAL OF MINUTES
A. Bollin moved and R. Everett seconded **to approve the October 21, 2015 regular meeting minutes as presented.**
Motion carried.

NOVEMBER 18, 2015 CHECK REGISTER / BILLS / OCTOBER 31, 2015 CASH BALANCE OF FUNDS & PLAN ESCROW
Discussion included status of releasing escrow funds to Harley Davison per the previous board action and referenced the submitted Project Balance report.
A. Bollin moved and B. Hahn seconded **to approve the check register dated November 18, 2015 and receive and file the October 31, 2015 Cash Balance of Funds & Plan Escrow Statement as presented.**
Motion carried.

MMRMA 2016 RENEWAL
P. Hohl moved and B. Hahn seconded **to authorize the Chair to endorse the insurance renewal and to direct payment be made in January.**
Motion carried.

2015 BUDGET AMENDMENT
K. Palka presented the summary of year-to-date expenses. Discussion included reduced billings due to weather (not a hot summer); shut off revenue needs to be revised; and status of reserves.
P. Hohl moved and R. Everett seconded **to adopt Resolution No. 15-002 approving FY' 2015 Budget Amendment # 1.**
Ayes: Everett, Bollin, Hohl, Hahn, St. Charles
Nays: None
Absent: Weaire
Motion carried.

2016 BUDGET
K. Palka led discussion on the proposed budget including that it represented a 2% increase in revenue, proposed 2% increase in rates, and responsibility for filter lease payments.

B. Hahn moved and R. Everett seconded **to adopt Resolution No. 15-003 adopting the 2016 Budget.**
Ayes: Everett, Hahn, Hohl, St. Charles
Nays: Bollin
Absent: Weaire
Motion carried.

B. Hahn moved and R. Everett seconded **to adopt Resolution No. 15-004 setting the 2016 water rates at $4.77 per 1,000 gallons effective January 1, 2016.**
Ayes: Everett, Hohl, Hahn, St. Charles
Nays: Bollin
Absent: Weaire
Motion carried.

L. Weaire arrived at 2:34 P.M.

Discussion continued regarding notification to customers; M. St. Charles stated a notation would be added to the next bill.

DISCUSSION REGARDING MASTER OPERATING (MOA) COMMITMENTS
V. Putula, OHM, and K. Palka, PHP, distributed the Summary of Cost Allocation and Payments dated November 18, 2015 and presented an overview of recent Brighton Township Board meeting (Brighton Township has approved the allocation of the additional REU capacity created by Filters 7 & 8). Discussion included status of completion of the booster station, estimate for booster station build-out, pay-off of lease, member obligations under Master Operating Agreements, and authority of LCWA v. members regarding payback obligations.

P Hohl moved and B. Hahn seconded **that Filters 5 and 6 be considered paid in full upon payment from Hamburg Township, Brighton Township and Green Oak Township for the amounts outlined on Line 5.c. on the Summary of Cost Allocation and Payments dated November 18, 2015.**
Nays: Bollin
Motion carried.

P. Hohl moved and R. Everett seconded **that the members of the Authority not reimburse the Authority for Line 5.b. on the Summary of Cost Allocation and Payments dated November 18, 2015.**
Nays: Bollin
Motion carried.

Discussion included request for the Engineer to revise the Summary of Cost Allocation and Payments dated November 18, 2015 noting the actions just taken.

P. Hohl moved and B. Hahn seconded **that the members of the Authority agree to pay the amounts on Line 5.d. per the Summary of Cost Allocation and Payments dated November 18, 2015 including that the additional $91,000 will be paid by Brighton Township to secure the additional REU capacity of 135 REU's that will occur above and beyond the member commitments of the Master Operating Agreement for Filters 7 & 8.**
Motion carried.

Discussion continued regarding final costs for the booster station and what is the definition of the booster station capacity at build-out. Brighton Township Manager Brian Vick summarized the outstanding items (gutter pan, $ amount of retainage, and Variable Drive Frequency issues citing the issue is still unresolved). V. Putala suggested that she review the build-out capacity numbers and report back to the LCWA.

P. Hohl moved and B. Hahn seconded **that the members of the Authority agree to pay the amount indicated on Line 6.a. of the Summary of Cost Allocation and Payments dated November 18, 2015.**
Nays: Bollin

Motion carried.
P. Hohl moved and B. Hahn seconded **to pay off the balance due for Filters 5 and 6 from existing reserves and that all members agree that at the December LCWA meeting final accounting sheets will be issued for payments due from members for Lines 5.c., 5. d., and 6.a. (Brighton Township - $232,669.47 inclusive of the $91,000, Green Oak Township - $ 716,493.00 and Hamburg Township - $ 147,229.19) based on the November 18, 2015 Summary of Cost Allocation and Payments spreadsheet.**
Motion carried.
Consensus was that the booster station build-out and applicable member obligations would be incorporated into the next MOA amendment.

TOWNSHIP REPRESENTATIVES REPORT
Hamburg Township – P. Hohl stated Hamburg desires to reduce their water tap-in fee for a one-time sale. Discussion included large volume tap discounts and whether these charges are considered the responsibility of the individual communities or jointly through the Authority. No objections were raised as the consensus was that these fees are those of the individual communities and not the Authority's.

B. Hahn left at 4:03 P.M.

OPERATORS REPORT
A. Dowson reported winterization of hydrants, 55 shut-off notices sent to customers in Country Club Annex; new hydrants have been delivered and placed in inventory. Written report for October 2015 was included in the packet.

CHAIRPERSON'S REPORT
No report.

ADJOURNMENT
P. Hohl moved and R. Everett seconded **to adjourn at 4:09 P.M.**
Motion carried.

Respectfully submitted,

Mark St. Charles, Chairperson

Ann M. Bollin, CMC, CMMC, Secretary

RECEIVED
JAN 12 2016
CLERK'S OFFICE

To: Planning Commission
From: Kelly Mathews
Re: 2015 Planning Commission Annual Report
Date: December 16, 2015

Per the Michigan Zoning Enabling Act P.A. 110 of 2006, the Planning Commission must submit a report on the administration and enforcement of the Zoning Ordinance and any recommendations for amendments or supplements at least once a year. Attached is the report which the Planning Commission should review and forward to the Township Board.

Site Plans:
Sandila Estates - Approved
C&C Sports Extension - Approved
Brighton Ford - Approved
Kroger's Gas Station - Approved
Muffler Man - Approved
U Store - Approved
Scenic Pointe - Approved
Teddy Bear's Playhouse - Approved
Arby's - Approved
Deerfield Preserve - Tabled
Brighton Chrysler - Approved
Cornerstone Soccer Field - Approved

Special Land Use Permits:
Beauchamp Landscaping - Approved
Brighton Ford - Approved
Kroger's Gas Station - Approved
U Store - Approved
Brighton Chrysler - Approved
Cornerstone Soccer Field - Approved

Rezonings:

Other:
PC Bylaws - Updated
Accessory Building Zoning Ordinance Update - Approved
ZBA Zoning Ordinance Update - Approved

BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

December 2015

COMMUNITY RISK REDUCTION

2015 PUBLIC EDUCATION DETAILS

Sessions	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Pub-Ed Presentation	8	20	35	28	91
CPR	2	3	3	3	11
School Drill	13	15	11	19	58
Smoke alarm installs	47	25	32	114	218
Total Public Education Details					378

TRAINING

2015 TRAINING SUMMARY

1896	Training Classes & Training Sessions Attended by BAFA Personnel
7722	BAFA Attendees at Training Classes & Training Sessions
22,315	Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions

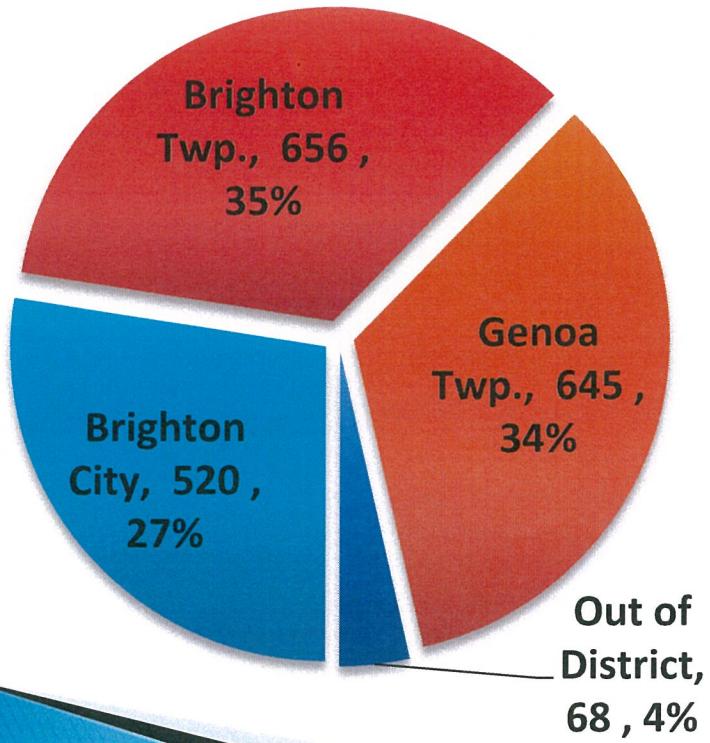
FIRE INSPECTION ACTIVITY - DECEMBER 2015

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	DEC.	2015	2014	
FIRE SAFETY INSPECTION	69	1051	692	52%
COMPLAINT INVESTIGATIONS	4	39	20	95%
C of O INSPECTIONS	13	82	44	86%
SPECIALTY & MISCELLANEOUS INSP.	3	50	37	35%
RE-INSPECTIONS	75	869	545	59%
NEW CONSTRUCTION INSPECTIONS	15	133	61	118%
GRAND TOTALS:	179	2224	1399	59%
VIOLATIONS CITED	91	2005	2242	-11%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	2	20	19	5%
PLANS REVIEWED:				
SITE PLANS	1	72	59	22%
BUILDING PLAN REVIEW	5	60	22	173%
FIRE PROTECTION SYSTEM PLANS	7	99	40	148%
MISCELLANEOUS REVIEWS	0	17	27	-37%
TOTALS:	13	248	148	68%

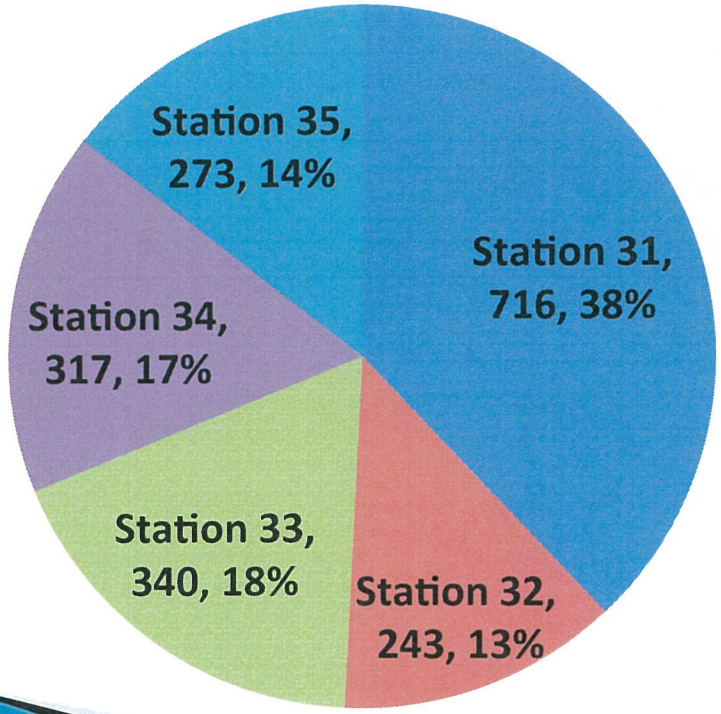
2015 Inspections by Inspector			
Inspector	# of Fire Safety Inspections	Violations Written	Re-Inspections
Beaver, Brad	8	13	4
Bluhm, Kurt	3	3	0
Boisvert, Richard	178	521	208
Brookins, Lauren	66	46	38
Bunge, Derrick	383	766	316
Caid, Brendan	57	53	52
Cook, Jacob	18	24	11
Furlong, Rob	48	61	38
Gramza, Brian	9	28	0
Gramza, Jim	12	6	17
Hall, Don	83	44	36
Hordos, Jason	1	2	0
Ridge, Raymond	18	17	17
Ruf, Curt	54	52	18
Segal, Justin	31	25	11
Shelters, Gary	10	11	8
Sovey, Ryan	37	60	42
Zamensky, Bryant	2	6	2
	1018	1738	818

2015 INCIDENTS BY COMMUNITY

	December	YTD Total
Brighton City	43	520
Brighton Twp.	37	656
Genoa Twp.	42	645
Out of District	4	68



2015 INCIDENTS BY STATION



	December	YTD Total
Department	126	1889
Station 31	57	716
Station 32	12	243
Station 33	21	340
Station 34	20	317
Station 35	16	273

FIRE INCIDENTS TYPES & LOSS ANALYSIS - December 2015 YTD

		Department		Brighton City		Brighton Twp.		Genoa Twp.	
Type Code	Type Description	2015	Estimated $ Loss	2015	Estimated $ Loss	2015	Estimated $ Loss	2015	Estimated $ Loss
100	Fire, Other	5	$2,000	2	$0	2	$0	1	$2,000
111	Building fire	49	$1,628,300	8	$618,300	9	$671,000	7	$339,000
112	Fires in structure other than in a building	3	$300	3	$300	0	$0	0	$0
113	Cooking fire, confined to container	11	$11,500	6	$9,000	3	$0	2	$2,500
114	Chimney or flue fire, confined to chimney or flue	4	$0	0	$0	1	$0	3	$0
116	Fuel Burner/Boiler fire	1	$35,000	0	$0	1	$35,000	0	$0
118	Trash or Rubbish fire	2	$0	0	$0	0	$0	1	$0
121	Fire in mobile home used as fixed property	2	$150	0	$0	0	$0	2	$150
130	Mobile property (vehicle) fire, Other	2	$7,110	0	$0	1	$2,110	1	$5,000
131	Passenger vehicle fire	22	$132,700	4	$25,500	8	$32,500	9	$74,700
132	Road freight or transport vehicle fire	7	$26,000	0	$0	0	$0	7	$26,000
138	Off-road vehicle or heavy equipment fire	2	$56,000	0	$0	0	$0	2	$56,000
140	Natural vegetation fire, Other	4	$0	2	$0	0	$0	2	$0
141	Forest, woods or wildland fire	2	$0	0	$0	0	$0	2	$0
142	Brush or brush-and-grass mixture fire	7	$0	0	$0	3	$0	2	$0
143	Grass fire	21	$0	1	$0	10	$0	10	$0
151	Outside rubbish, trash or waste fire	3	$0	1	$0	1	$0	1	$0
153	Construction or demolition landfill fire	2	$0	0	$0	2	$0	0	$0
154	Dumpster or other outside trash receptacle fire	5	$0	2	$0	2	$0	1	$0
160	Special outside fire, Other	1	$0	0	$0	0	$0	0	$0
162	Outside equipment fire	2	$0	0	$0	1	$0	0	$0
		157	$1,899,060	29	$653,100	44	$740,610	53	$505,350

INCIDENT TYPE REPORT

Dec-15

Incident Type	Dec-15	YTD	PYTD	Difference	% Change
1-Fire	9	157	140	17	12%
2-Overpressure/Expl.	0	2	0	2	N/A
3-EMS	69	1032	863	169	20%
4-Hazardous Condition	20	187	196	-9	-5%
5-Service Call	8	98	83	15	18%
6-Good Intent	8	206	194	12	6%
7-False Call	12	202	223	-21	-9%
8-Severe Weather	0	3	3	0	N/A
9-Other	0	2	5	-3	N/A
TOTAL	126	1889	1707	182	11%

INCIDENT ACTIVITY REPORT by STATION

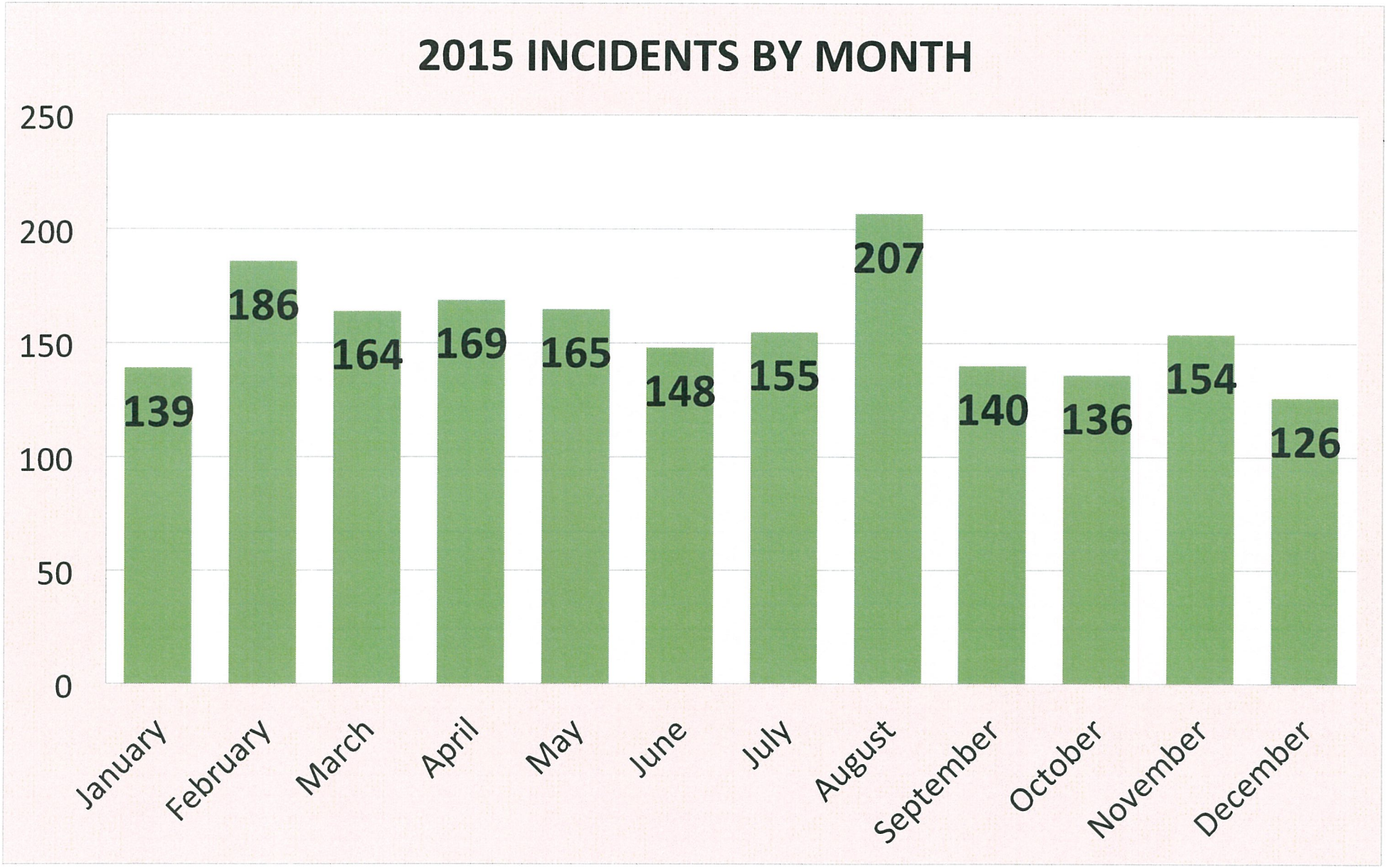
December-15

Incident Type	Department	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	9	4	1	0	3	1
2 - Overpressure/Explosion	0	0	0	0	0	0
3 - Rescue EMS	69	32	6	12	13	6
4 - Hazardous Condition	20	10	1	3	2	4
5 - Service Call	8	2	2	2	0	2
6 - Good Intent	8	1	1	3	2	1
7 - False Call	12	8	1	1	0	2
8 - Severe Weather	0	0	0	0	0	0
9 - Special Incident Type	0	0	0	0	0	0
TOTAL	126	57	12	21	20	16

INCIDENT ACTIVITY REPORT BY COMMUNITY

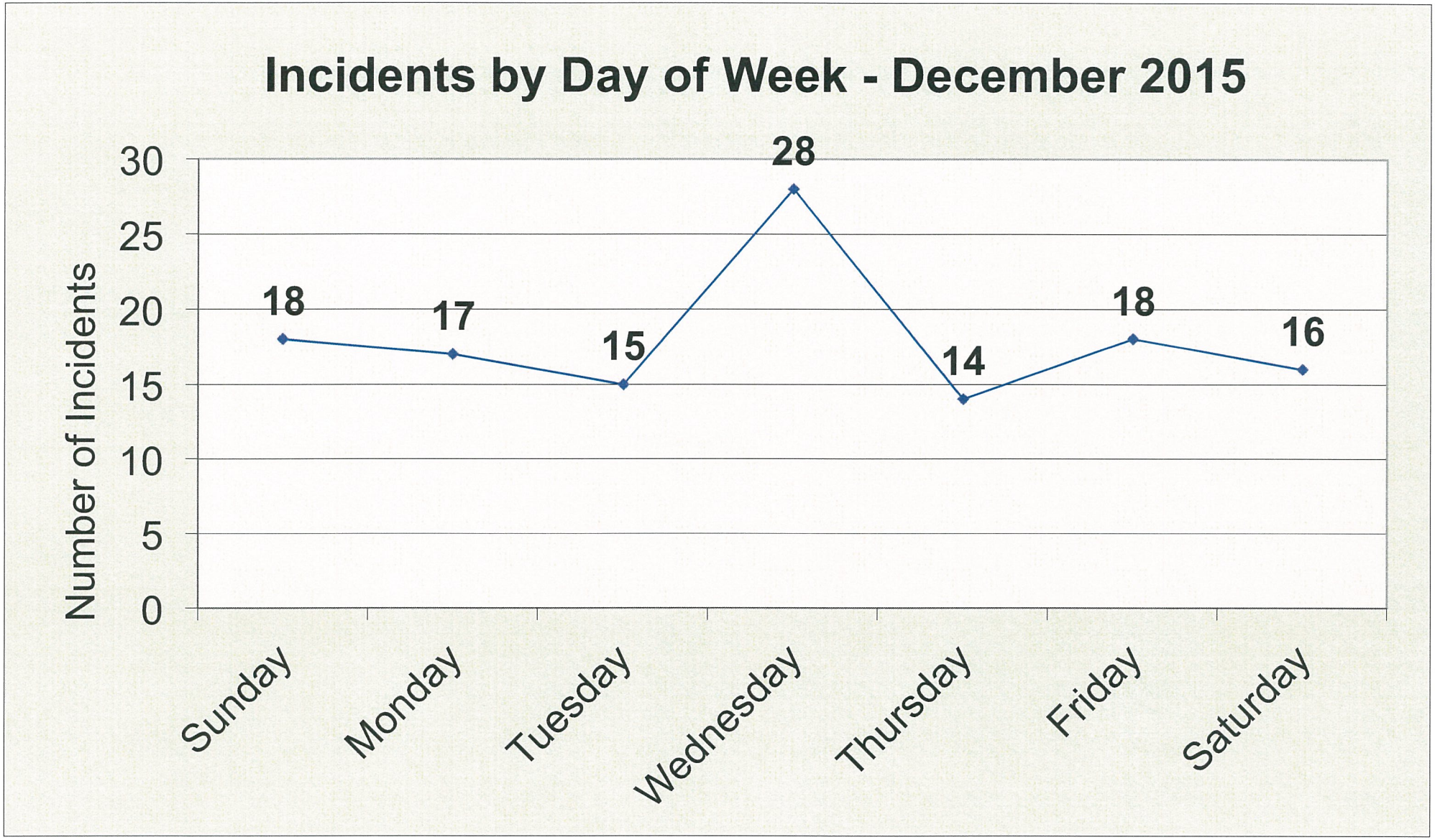
December-15

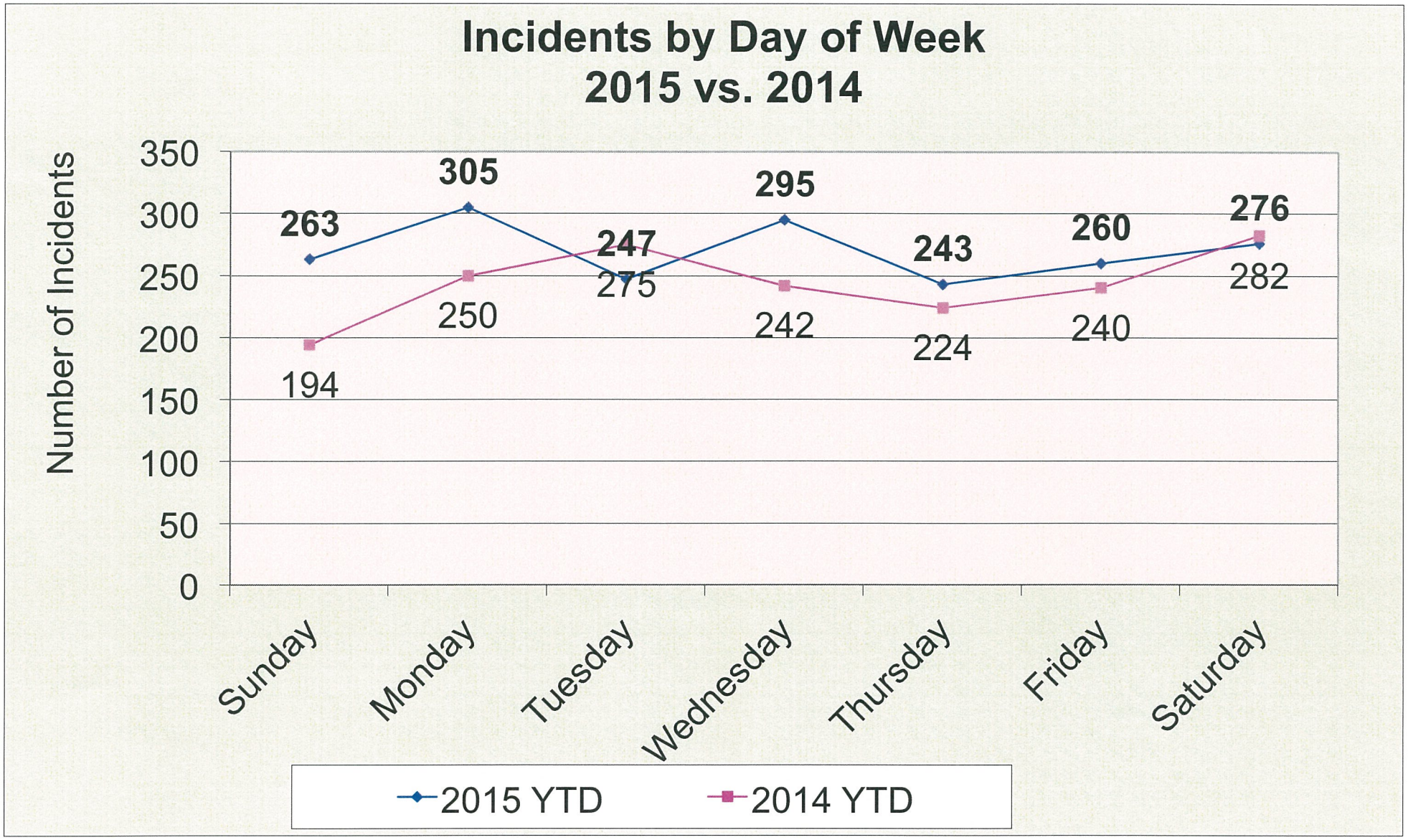
Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	2	29	1	44	4	53
Overpressure/Explosion	0	1	0	0	0	1
Rescue EMS	21	276	23	369	25	374
Hazardous Condition	8	47	5	73	6	66
Service Call	4	31	2	22	1	34
Good Intent	1	50	4	92	3	57
False Call	7	86	2	59	3	57
Severe Weather/Nat.Disaster	0	2	0	0	0	1
Other/Special Incident Type	0	0	0	2	0	0
TOTAL	**43**	**522**	**37**	**661**	**42**	**643**


2015 INCIDENTS BY MONTH
250
200
150
100
50
0
139
186
164
169
165
148
155
207
140
136
154
126
January
February
March
April
May
June
July
August
September
October
November
December

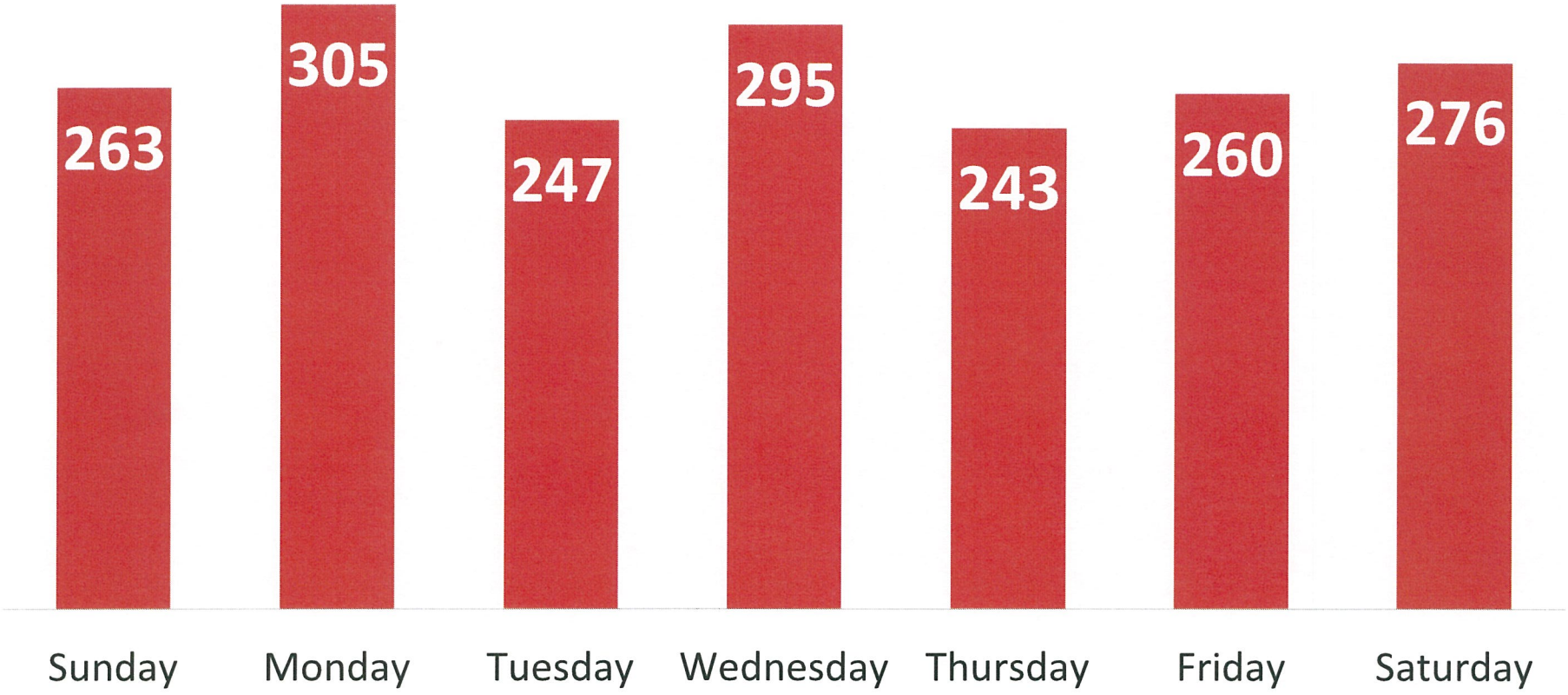
All Incidents by Day of Week

Day of Week	Dec-15	Dec-14	2015 YTD	2014 YTD	%Change
Sunday	18	11	263	194	36%
Monday	17	20	305	250	22%
Tuesday	15	24	247	275	-10%
Wednesday	28	27	295	242	22%
Thursday	14	16	243	224	8%
Friday	18	20	260	240	8%
Saturday	16	14	276	282	-2%
TOTAL	126	132	1889	1707	11%


Incidents by Day of Week - December 2015
Number of Incidents
30
25
20
15
10
5
0
18
17
15
28
14
18
16
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday


Incidents by Day of Week
2015 vs. 2014
Number of Incidents
350
300
250
200
150
100
50
0
263
305
295
243
260
276
194
250
275
247
242
224
240
282
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
2015 YTD
2014 YTD

2015 INCIDENTS BY DAY OF WEEK
December YTD



Incidents by Day of Week/Shift

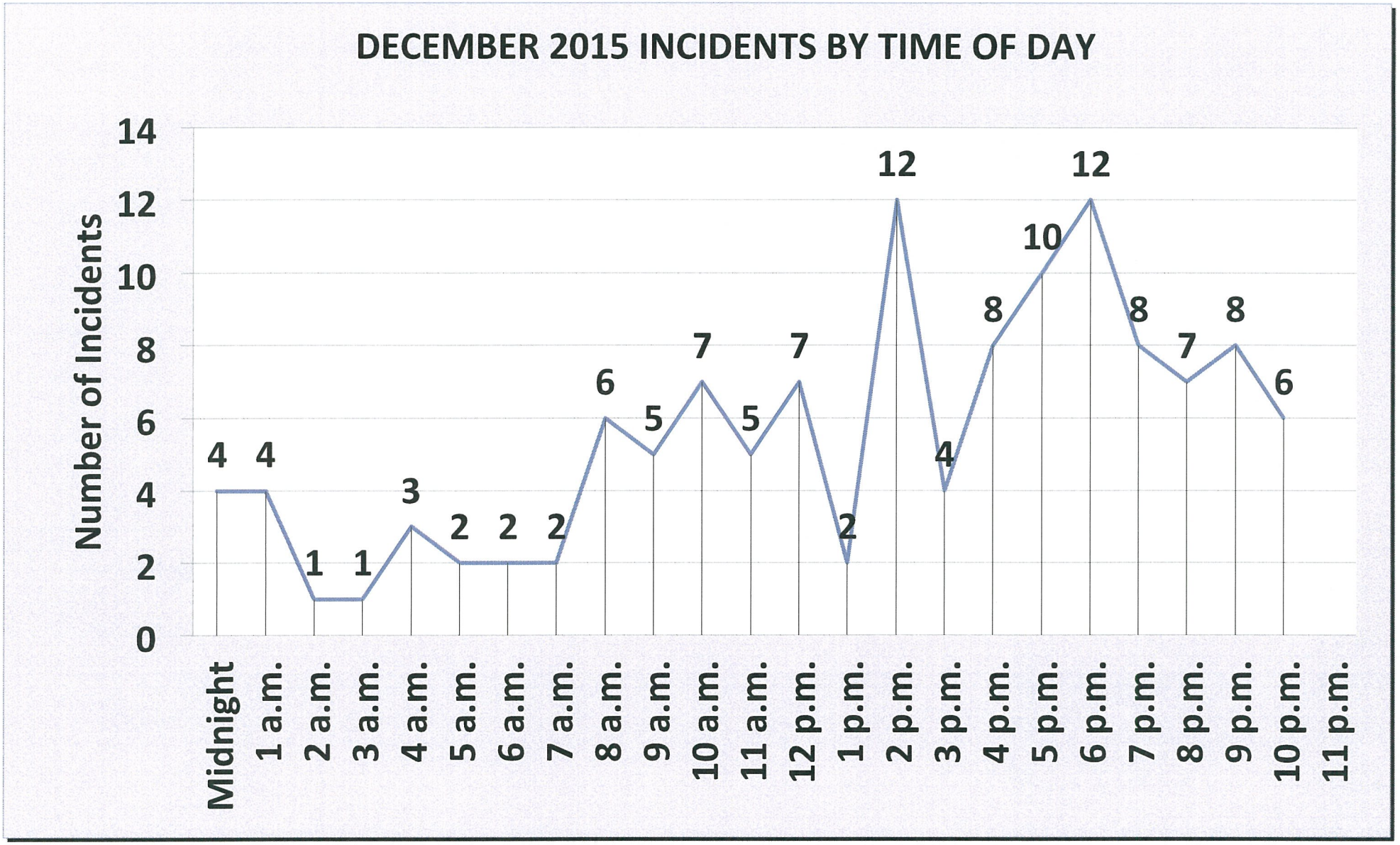
Dec-15

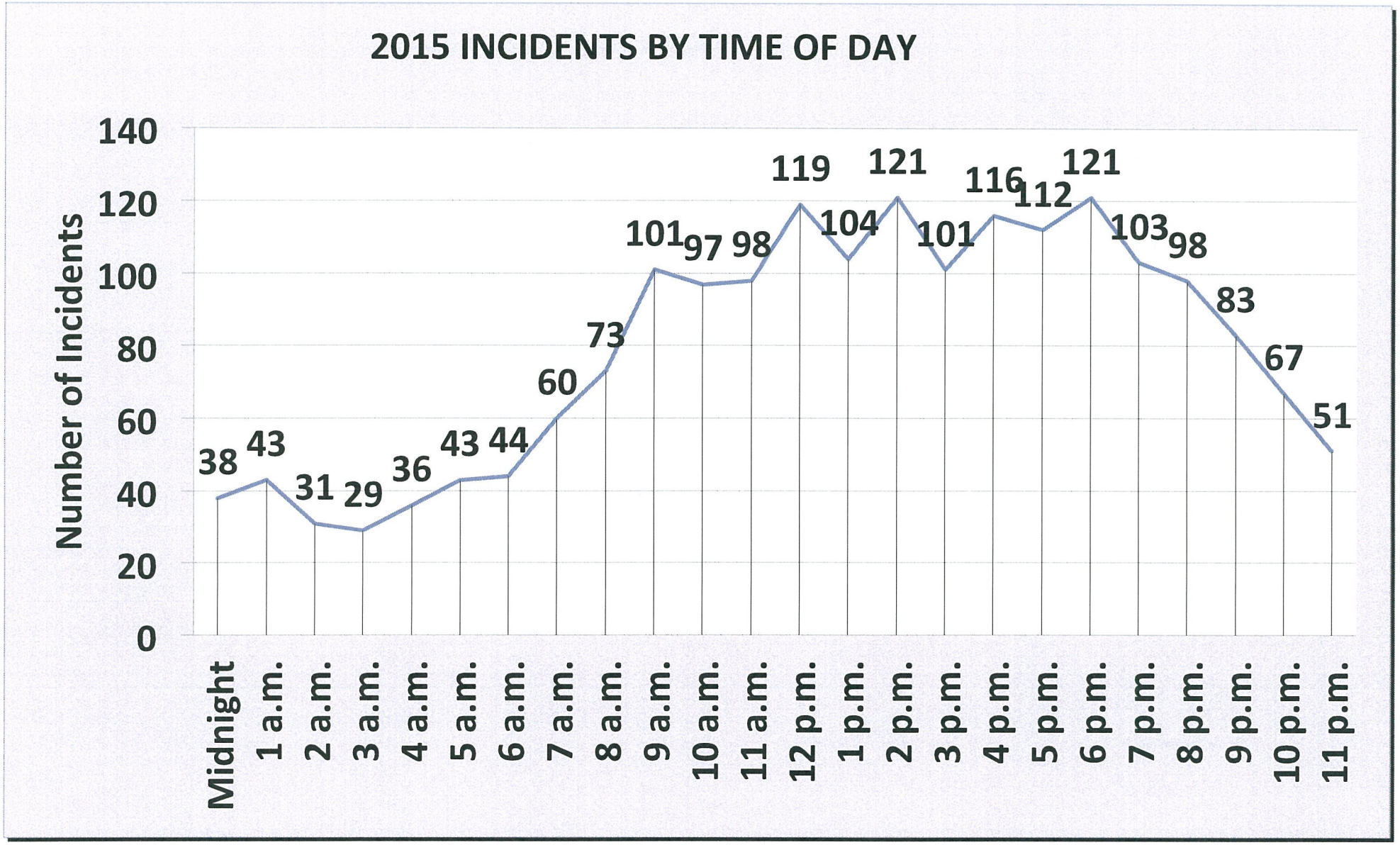
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	1	1	5	1	2	0	4
0601-1200	5	0	4	7	3	6	2
1201-1800	8	5	6	7	6	6	4
1801-0000	4	11	0	13	3	6	6

Incidents by Day of Week/Shift

December 2015 Year to Date

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	41	25	35	24	24	24	35
0601-1200	52	81	64	95	69	58	59
1201-1800	86	109	97	92	81	100	99
1801-0000	84	90	51	84	69	78	83

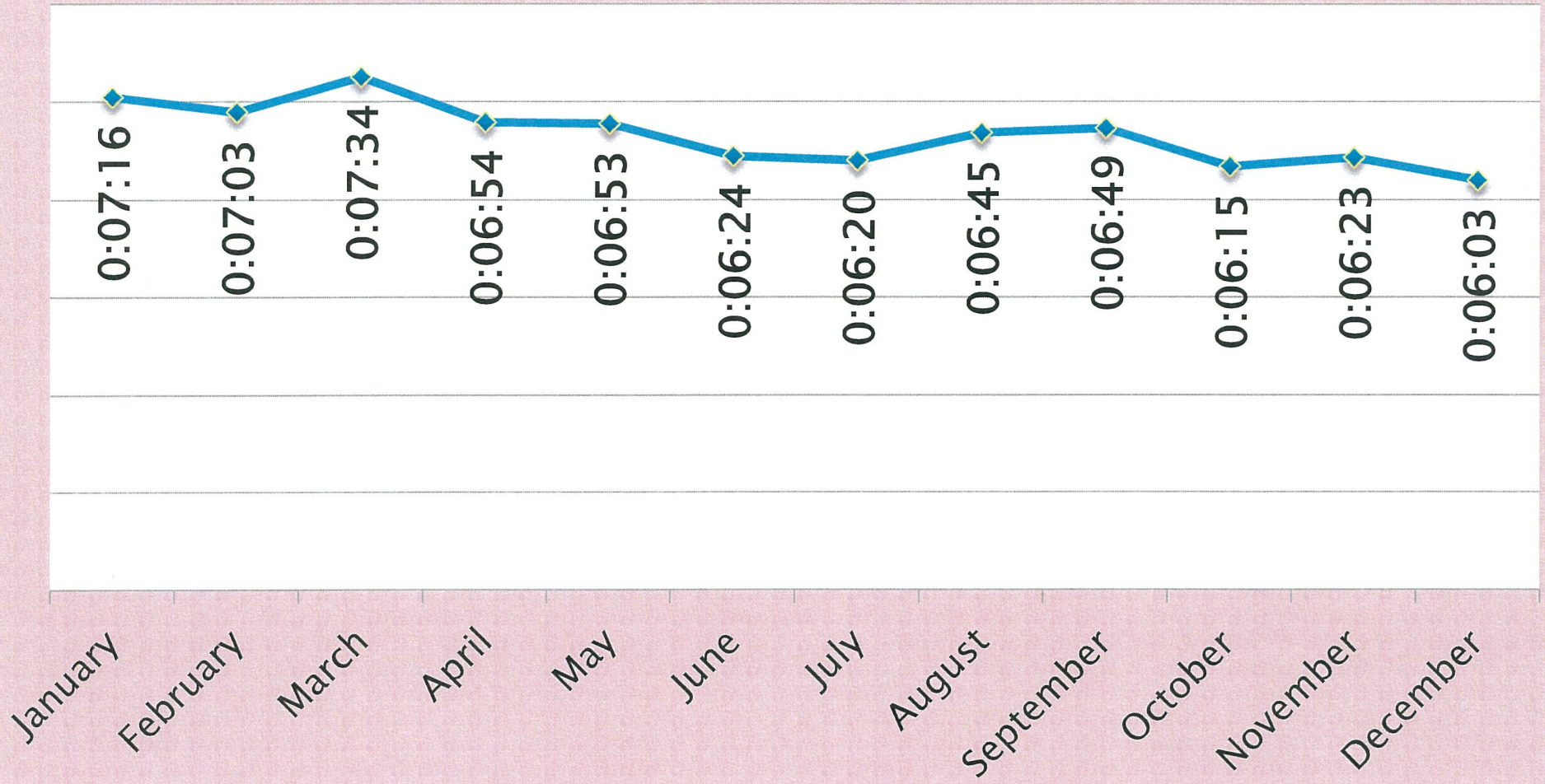

DECEMBER 2015 INCIDENTS BY TIME OF DAY
Number of Incidents
0
2
4
6
8
10
12
14
4 4 1 1 3 2 2 2 6 5 7 5 7 2 12 4 8 10 12 8 7 8 6
Midnight
1 a.m.
2 a.m.
3 a.m.
4 a.m.
5 a.m.
6 a.m.
7 a.m.
8 a.m.
9 a.m.
10 a.m.
11 a.m.
12 p.m.
1 p.m.
2 p.m.
3 p.m.
4 p.m.
5 p.m.
6 p.m.
7 p.m.
8 p.m.
9 p.m.
10 p.m.
11 p.m.


2015 INCIDENTS BY TIME OF DAY
Number of Incidents
140
120
100
80
60
40
20
0
38
43
31
29
36
43
44
60
73
101
97
98
119
104
121
101
116
112
121
103
98
83
67
51
Midnight
1 a.m.
2 a.m.
3 a.m.
4 a.m.
5 a.m.
6 a.m.
7 a.m.
8 a.m.
9 a.m.
10 a.m.
11 a.m.
12 p.m.
1 p.m.
2 p.m.
3 p.m.
4 p.m.
5 p.m.
6 p.m.
7 p.m.
8 p.m.
9 p.m.
10 p.m.
11 p.m.

2015 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Annual Avg.
31	0:06:22	0:06:04	0:06:06	0:04:54	0:06:12	0:05:04	0:04:41	0:05:14	0:04:39	0:05:16	0:05:14	0:05:13	**0:05:26**
32	0:09:47	0:11:12	0:09:56	0:12:12	0:08:52	0:08:26	0:08:30	0:07:57	0:09:35	0:07:37	0:08:07	0:07:42	**0:09:09**
33	0:06:28	0:06:14	0:07:50	0:07:26	0:06:00	0:05:04	0:07:11	0:07:11	0:07:29	0:06:37	0:06:05	0:04:59	**0:06:38**
34	0:07:56	0:07:15	0:06:53	0:07:33	0:06:08	0:06:59	0:06:04	0:07:06	0:06:39	0:06:42	0:07:37	0:07:04	**0:07:00**
35	0:09:15	0:07:20	0:07:52	0:07:57	0:07:58	0:08:43	0:06:45	0:07:26	0:07:55	0:06:51	0:07:20	0:08:30	**0:07:47**
Month Avg.	**0:07:16**	**0:07:03**	**0:07:34**	**0:06:54**	**0:06:53**	**0:06:24**	**0:06:20**	**0:06:45**	**0:06:49**	**0:06:15**	**0:06:23**	**0:06:03**	**0:06:45**

2015 AVERAGE RESPONSE TIMES
PRIORITY INCIDENTS



MUTUAL AID ANALYSIS 2015

Department	Given by BAFA	Received by BAFA
Green Oak	15	17
Howell	13	7
Hamburg	10	0
Hartland	11	7
Unadilla	1	0
Lyon Twp	2	1
Milford	2	0
Highland	1	0
Tech Rescue Team	1	0
Haz-Mat Team	1	0
TOTAL	57	32

BRIGHTON AREA FIRE AUTHORITY

FIRESTAT ANNUAL REPORT

2015

COMMUNITY RISK REDUCTION

2015 PUBLIC EDUCATION DETAILS

Sessions	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Pub-Ed Presentation	8	20	35	28	91
CPR	2	3	3	3	11
School Drill	13	15	11	19	58
Smoke alarm installs	47	25	32	114	218
Total Public Education Details					378

TRAINING

2015 TRAINING SUMMARY

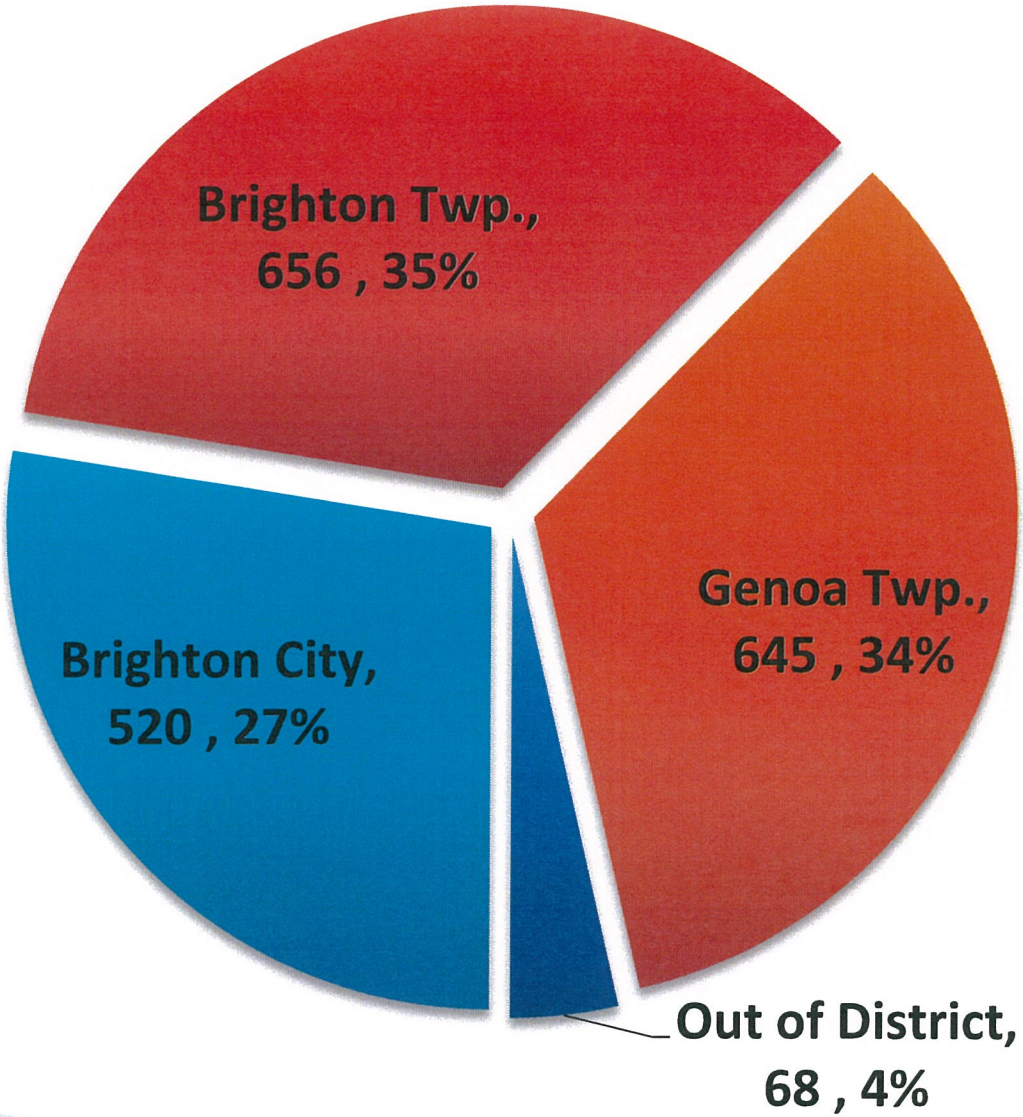
1896	Training Classes & Training Sessions Attended by BAFA Personnel
7722	BAFA Attendees at Training Classes & Training Sessions
22,315	Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions

FIRE INSPECTION ACTIVITY - 2015

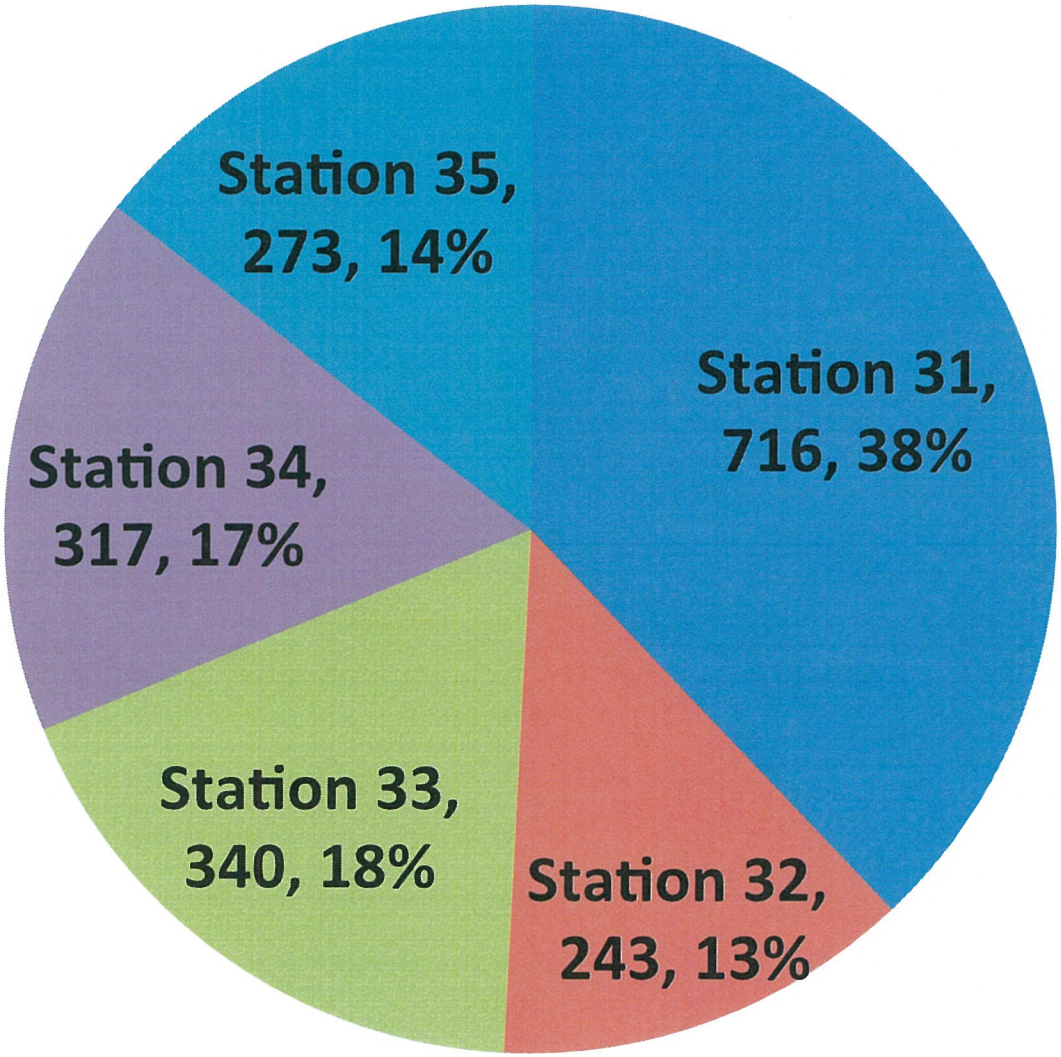
INSPECTIONS:	2015	2014	CHANGE
FIRE SAFETY INSPECTION	1051	692	52%
COMPLAINT INVESTIGATIONS	39	20	95%
C of O INSPECTIONS	82	44	86%
SPECIALTY & MISCELLANEOUS INSP.	50	37	35%
RE-INSPECTIONS	869	545	59%
NEW CONSTRUCTION INSPECTIONS	133	61	118%
GRAND TOTALS:	2224	1399	59%
VIOLATIONS CITED	2005	2242	-11%
CITATIONS ISSUED	0	0	n/a
FIRE INVESTIGATIONS	20	19	5%
PLANS REVIEWED:			
SITE PLANS	72	59	22%
BUILDING PLAN REVIEW	60	22	173%
FIRE PROTECTION SYSTEM PLANS	99	40	148%
MISCELLANEOUS REVIEWS	17	27	-37%
TOTALS:	248	148	68%

2015 Inspections by Inspector			
Inspector	# of Fire Safety Inspections	Violations Written	Re-Inspections
Beaver, Brad	8	13	4
Bluhm, Kurt	3	3	0
Boisvert, Richard	178	521	208
Brookins, Lauren	66	46	38
Bunge, Derrick	383	766	316
Caid, Brendan	57	53	52
Cook, Jacob	18	24	11
Furlong, Rob	48	61	38
Gramza, Brian	9	28	0
Gramza, Jim	12	6	17
Hall, Don	83	44	36
Hordos, Jason	1	2	0
Ridge, Raymond	18	17	17
Ruf, Curt	54	52	18
Segal, Justin	31	25	11
Shelters, Gary	10	11	8
Sovey, Ryan	37	60	42
Zamensky, Bryant	2	6	2
	1018	1738	818

2015 INCIDENTS BY COMMUNITY



2015 INCIDENTS BY STATION



FIRE INCIDENTS TYPES & LOSS ANALYSIS – 2015

		Department		Brighton City		Brighton Twp.		Genoa Twp.	
Type Code	Type Description	2015	Estimated $ Loss	2015	Estimated $ Loss	2015	Estimated $ Loss	2015	Estimated $ Loss
100	Fire, Other	5	$2,000	2	$0	2	$0	1	$2,000
111	Building fire	49	$1,628,300	8	$618,300	9	$671,000	7	$339,000
112	Fires in structure other than in a building	3	$300	3	$300	0	$0	0	$0
113	Cooking fire, confined to container	11	$11,500	6	$9,000	3	$0	2	$2,500
114	Chimney or flue fire, confined to chimney or flue	4	$0	0	$0	1	$0	3	$0
116	Fuel Burner/Boiler fire	1	$35,000	0	$0	1	$35,000	0	$0
118	Trash or Rubbish fire	2	$0	0	$0	0	$0	1	$0
121	Fire in mobile home used as fixed property	2	$150	0	$0	0	$0	2	$150
130	Mobile property (vehicle) fire, Other	2	$7,110	0	$0	1	$2,110	1	$5,000
131	Passenger vehicle fire	22	$132,700	4	$25,500	8	$32,500	9	$74,700
132	Road freight or transport vehicle fire	7	$26,000	0	$0	0	$0	7	$26,000
138	Off-road vehicle or heavy equipment fire	2	$56,000	0	$0	0	$0	2	$56,000
140	Natural vegetation fire, Other	4	$0	2	$0	0	$0	2	$0
141	Forest, woods or wildland fire	2	$0	0	$0	0	$0	2	$0
142	Brush or brush-and-grass mixture fire	7	$0	0	$0	3	$0	2	$0
143	Grass fire	21	$0	1	$0	10	$0	10	$0
151	Outside rubbish, trash or waste fire	3	$0	1	$0	1	$0	1	$0
153	Construction or demolition landfill fire	2	$0	0	$0	2	$0	0	$0
154	Dumpster or other outside trash receptacle fire	5	$0	2	$0	2	$0	1	$0
160	Special outside fire, Other	1	$0	0	$0	0	$0	0	$0
162	Outside equipment fire	2	$0	0	$0	1	$0	0	$0
		157	$1,899,060	29	$653,100	44	$740,610	53	$505,350

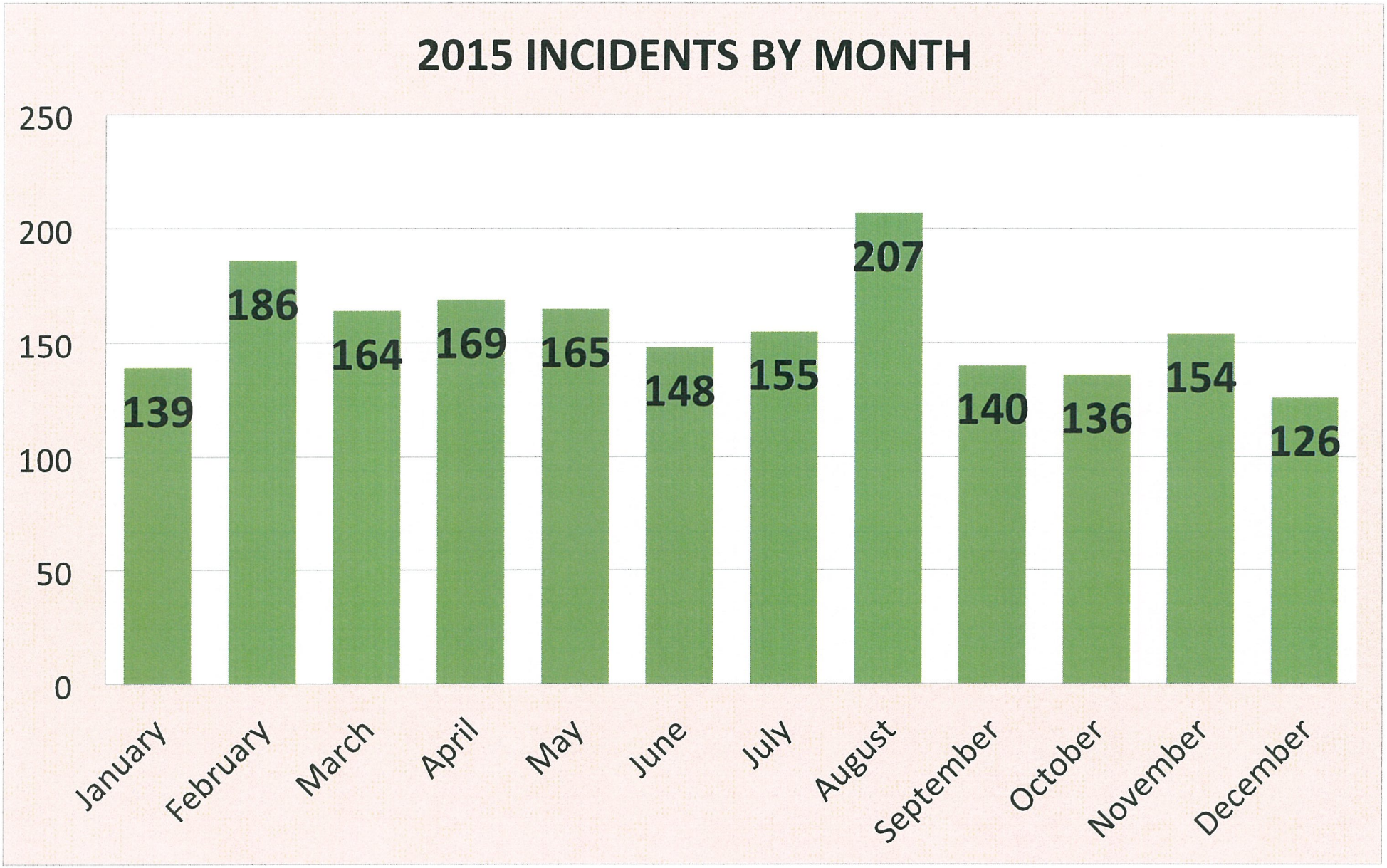
2015 INCIDENT TYPE REPORT

Incident Type	2015	2014	Difference	% Change
1-Fire	157	140	17	12%
2-Overpressure/Expl.	2	0	2	N/A
3-EMS	1032	863	169	20%
4-Hazardous Condition	187	196	-9	-5%
5-Service Call	98	83	15	18%
6-Good Intent	206	194	12	6%
7-False Call	202	223	-21	-9%
8-Severe Weather	3	3	0	N/A
9-Other	2	5	-3	N/A
TOTAL	1889	1707	182	11%

INCIDENT ACTIVITY REPORT by STATION

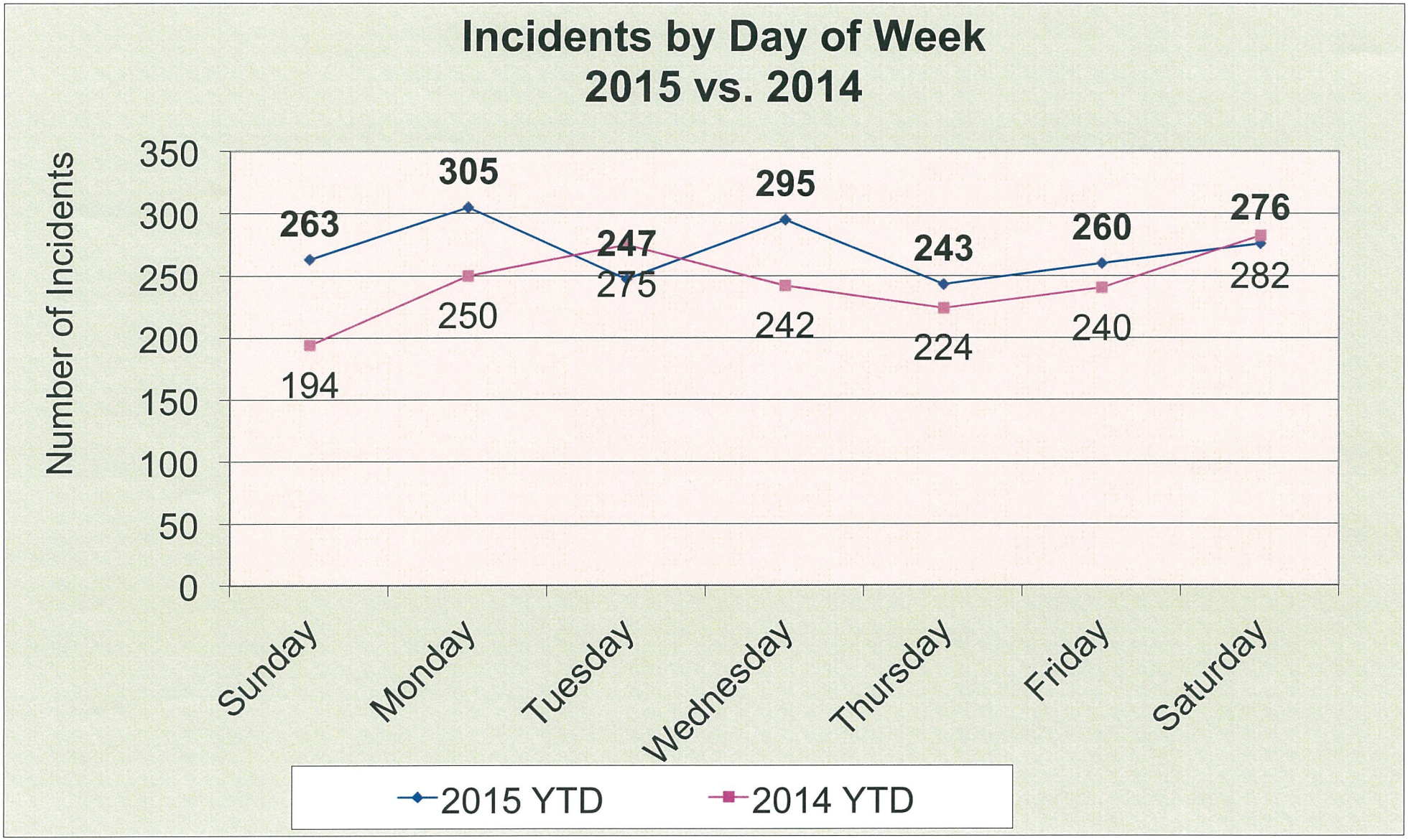
2015

Incident Type	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	56	25	19	28	29
2 - Overpressure/Explosion	1	0	0	0	1
3 - Rescue EMS	365	124	207	183	153
4 - Hazardous Condition	62	28	35	31	31
5 - Service Call	37	14	11	20	16
6 - Good Intent	93	26	41	24	22
7 - False Call	100	24	27	31	20
8 - Severe Weather	2	0	0	0	1
9 - Special Incident Type	0	2	0	0	0
TOTAL	716	243	340	317	273

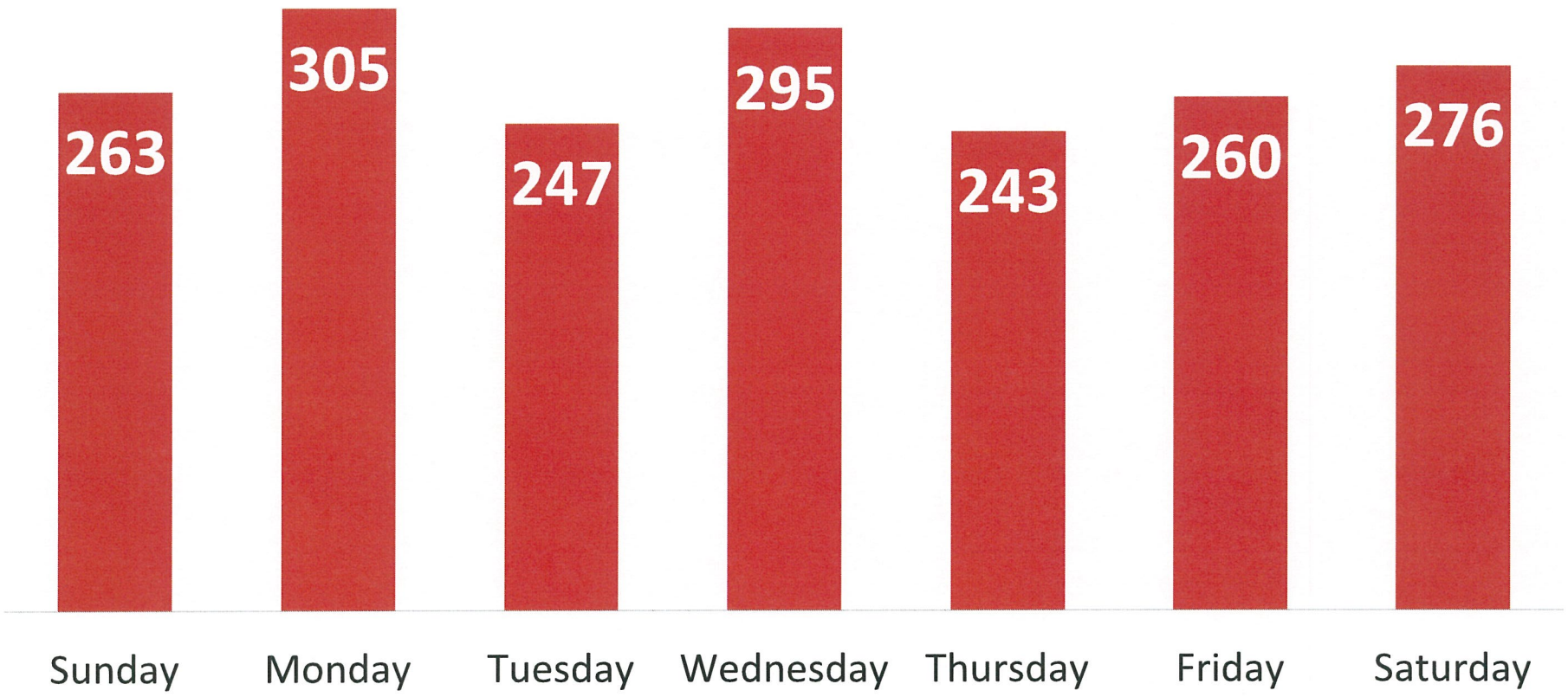

2015 INCIDENTS BY MONTH
250
200
150
100
50
0
139
186
164
169
165
148
155
207
140
136
154
126
January
February
March
April
May
June
July
August
September
October
November
December

All Incidents by Day of Week

Day of Week	2015	2014	%Change
Sunday	263	194	36%
Monday	305	250	22%
Tuesday	247	275	-10%
Wednesday	295	242	22%
Thursday	243	224	8%
Friday	260	240	8%
Saturday	276	282	-2%
TOTAL	1889	1707	11%


Incidents by Day of Week
2015 vs. 2014
Number of Incidents
350
300
250
200
150
100
50
0
263
305
295
243
260
276
194
250
275
247
242
224
240
282
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
2015 YTD
2014 YTD

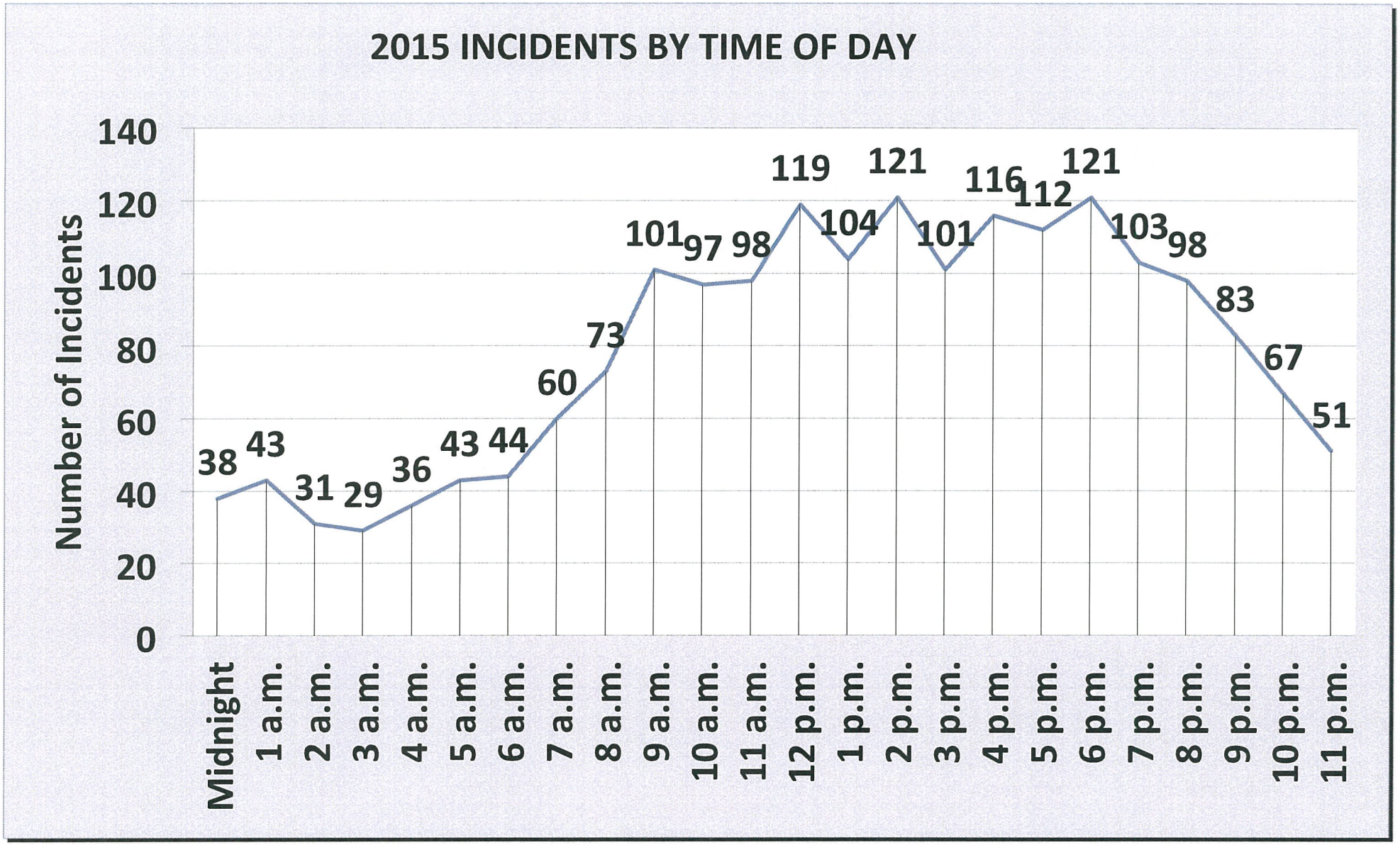
2015 INCIDENTS BY DAY OF WEEK



Incidents by Day of Week/Shift

2015

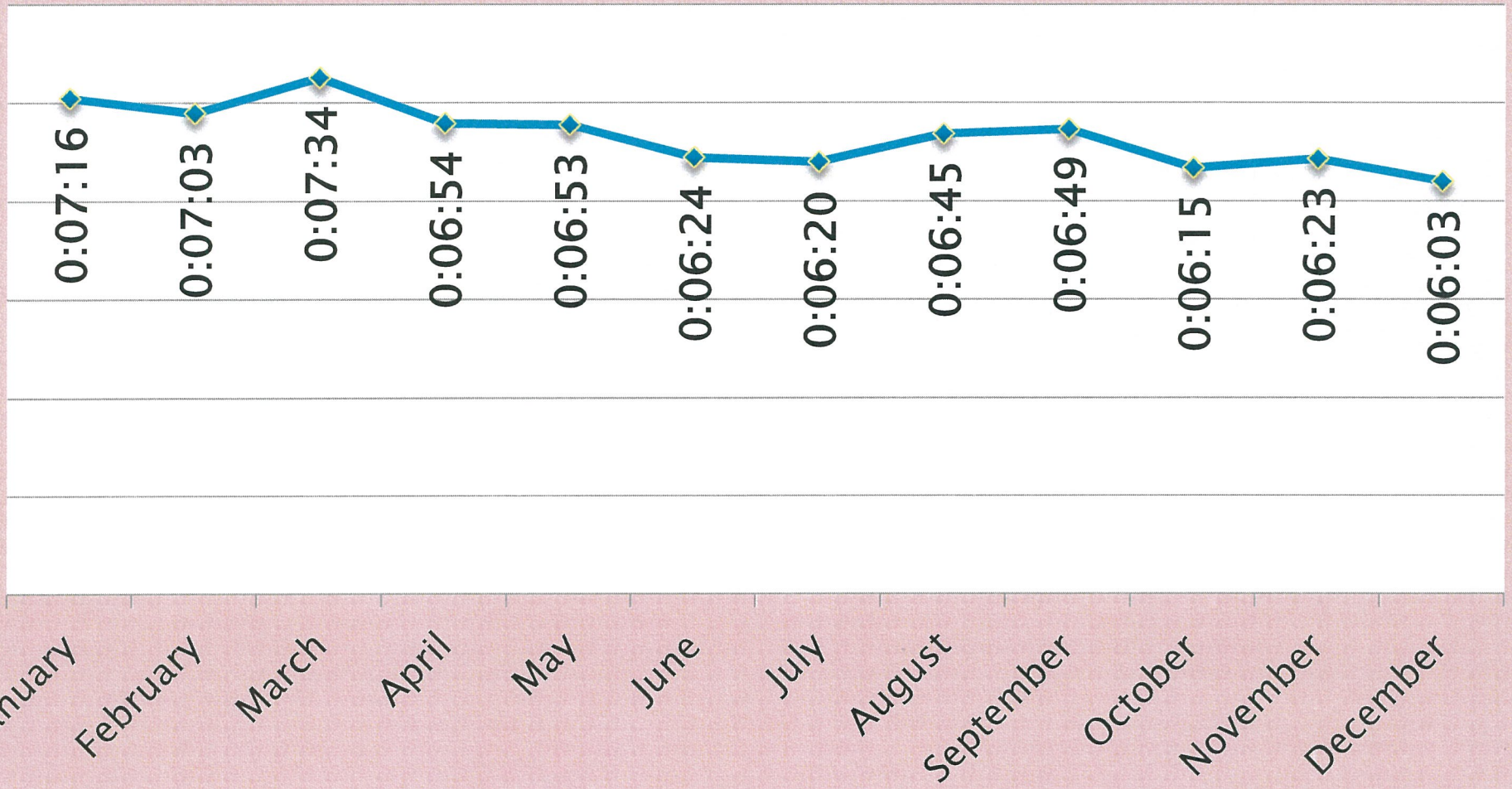
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	41	25	35	24	24	24	35
0601-1200	52	81	64	95	69	58	59
1201-1800	86	109	97	92	81	100	99
1801-0000	84	90	51	84	69	78	83


2015 INCIDENTS BY TIME OF DAY
Number of Incidents
140
120
100
80
60
40
20
0
38
43
31
29
36
43
44
60
73
101
97
98
119
104
121
101
116
112
121
103
98
83
67
51
Midnight
1 a.m.
2 a.m.
3 a.m.
4 a.m.
5 a.m.
6 a.m.
7 a.m.
8 a.m.
9 a.m.
10 a.m.
11 a.m.
12 p.m.
1 p.m.
2 p.m.
3 p.m.
4 p.m.
5 p.m.
6 p.m.
7 p.m.
8 p.m.
9 p.m.
10 p.m.
11 p.m.

2015 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Annual Avg.
31	0:06:22	0:06:04	0:06:06	0:04:54	0:06:12	0:05:04	0:04:41	0:05:14	0:04:39	0:05:16	0:05:14	0:05:13	**0:05:26**
32	0:09:47	0:11:12	0:09:56	0:12:12	0:08:52	0:08:26	0:08:30	0:07:57	0:09:35	0:07:37	0:08:07	0:07:42	**0:09:09**
33	0:06:28	0:06:14	0:07:50	0:07:26	0:06:00	0:05:04	0:07:11	0:07:11	0:07:29	0:06:37	0:06:05	0:04:59	**0:06:38**
34	0:07:56	0:07:15	0:06:53	0:07:33	0:06:08	0:06:59	0:06:04	0:07:06	0:06:39	0:06:42	0:07:37	0:07:04	**0:07:00**
35	0:09:15	0:07:20	0:07:52	0:07:57	0:07:58	0:08:43	0:06:45	0:07:26	0:07:55	0:06:51	0:07:20	0:08:30	**0:07:47**
Month Avg.	**0:07:16**	**0:07:03**	**0:07:34**	**0:06:54**	**0:06:53**	**0:06:24**	**0:06:20**	**0:06:45**	**0:06:49**	**0:06:15**	**0:06:23**	**0:06:03**	**0:06:45**

2015 AVERAGE RESPONSE TIMES
PRIORITY INCIDENTS



MUTUAL AID ANALYSIS 2015

Department	Given by BAFA	Received by BAFA
Green Oak	15	17
Howell	13	7
Hamburg	10	0
Hartland	11	7
Unadilla	1	0
Lyon Twp	2	1
Milford	2	0
Highland	1	0
Tech Rescue Team	1	0
Haz-Mat Team	1	0
TOTAL	57	32

Memorandum

Date: January 12, 2016

To: Brighton Township Board of Trustees

From: Township Manager

SUBJECT: Request to Add Agenda Item

On January 12th I received a request, which I have attached, from Mr. Jim Sarna to add an agenda item on the Township Board meeting agenda. This is the third request of its nature. I received a similar request from Mr. Mike Palmer on December 7th and from Mr. Bob Potocki on December 19th. My responses have all been similar to the attached response which I have sent to Mr. Sarna.

CHARTER TOWNSHIP OF BRIGHTON

4363 Buno Rd. • Brighton, Michigan 48114-9298 • Telephone: (810) 229-0550 Fax: (810) 229-1778
www.brightontwp.com

January 13, 2016

SENT VIA EMAIL

Mr. James Sarna
8266 Woodland Shore Drive
Brighton, MI 48114

Dear Mr. Sarna:

This letter is in response to the document you dropped off at Township Hall on January 12, 2016 entitled "Request for Agenda Item – Trustees January 18, 2016" which I have forwarded to the Township Board for their information.

Please be advised that administrative policies do not permit residents to place matters on the Township Board meeting agenda. However, the Township, through the adopted policy #209, provides for public participation at the Board meetings during the public comments agenda item. I have attached a copy of the applicable policies for your information.

Thank you for your feedback and please do not hesitate to contact me with any questions.

Sincerely,

Brian P. Vick
Township Manager

cc: BT Board of Trustees

Request for Agenda Item-Trustees January 18, 2016

January 12, 2016

Mr. Brian Vick, Manager
Brighton Charter Township

Dear Mr Manager:

As the elected president of the only incorporated municipality within Brighton Township. And, as a home-rule community with full responsibility over sewage and public health within our corporate limits.

Do request an agenda Item at the January 18, 2016 Trustees meeting as follows:

Agenda Item: Presentation of AD HOC Creditors Committee Petition with 180+ signatures. Analysis and documents supporting the petition. Discussion requesting a vote of the Trustees on the tax relief sought in the petition including halt of all sewer taxes for original users, specifically the quarterly debt service charge of $80.50 and the winter tax charge of $620.00 and interest charges since we have overpaid on the SAD amount of $12,400.00 per statement on tax rolls, freezing of township capital spending and cash pending a settlement, refund of all taxes exceeding $4500 per user.

Sincerely,

James Sarna, President
Woodland Lake Shore Homeowners Association
PA137of1929- A Michigan Municipal Corporation

Call to Public
#2
1/18/16
B Potocki

Petition - Brighton Township Trustees-Sewer Refund

The First Amendment to the US Constitution "prohibits any law.....interfering with the right to **peaceably assemble** or prohibiting the **petitioning for a governmental redress of grievances**."

(precedence over Roberts Rules of Order)

The attached petition initiated by more than 130 citizens burdened by an unjust and illegal sewer tax. Having endured such over-taxation for 16 years. And having petitioned for relief numerous times during those 16 years. Now demand an immediate roll-call vote by the Elected Township Trustees on the following items:

Item 1. Repeal quarterly sewer tax and refund all winter and summer taxes for sewer capital exceeding $4500 per home. Full refund for empty lots adjacent to homes with sewers. (yes/no).

Item 2. Immediate freeze of Township Cash and Capital Spending, including payments on sewer bond interest and principal, until the claims in Item 1 are resolved. (yes/no).

Item 3. Immediate release of an audited, complete and current sewer assessment role. (yes/no).