



Brighton City Council Meeting

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

Regular Meeting
March 16, 2023 – 6:30 p.m.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

Consent Agenda Items

- a. Approval of Minutes: [regular meeting of March 2, 2023](#)
- b. [Approval of Resolution to Recognize Triple S Boosters as a 501\(c\)\(3\), Non-Profit organization for the Purpose of Obtaining a Charitable Gaming License, Resolution #2023-03](#)
- c. [Approval of resolution #2023-04, Social District License Application by Zando Group Inc., a/k/a Label Kitchen & Bar, located at 125 E. Grand River](#)

Correspondence

6. Call to the public
7. Staff updates
8. Updates from Councilmember liaisons to various boards and commissions

Discussion Items

9. Consider Entering into Closed Session to Receive a Written Attorney-Client Privileged Communication Pursuant to section 8(1)(h) of the Open Meetings Act, MCL 15.268(1)(h)
10. Debt Roll-Off
11. Acquisition of a Portion of Challis Road from the County Road Commission
12. Discuss Police Millage plan

New Business

13. [Consider approval to award a three-year sidewalk maintenance contract, with optional two, one-year extensions to Luigi Ferdinandi & Son Cement Co. in an amount not to exceed \\$158,000 for Fiscal Year 2022/2023 with future year's funding being approved by City Council through the budget process](#)
14. [Consider approval to award the bid for the Aluminum Hatch Replacement at the Wastewater Plant to Orion Specialty Company in an amount not to exceed \\$13,583](#)
15. [Consider approval of the Tetra Tech Proposal for Engineering Services for the Wastewater Treatment Plant Radio Telemetry System Upgrade in the amount of \\$81,900](#)

Other Business

16. Call to the public
17. Adjournment



Brighton City Council Meeting

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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MARCH 2, 2023

1. Call to order

Mayor Tobbe called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

3. Roll call

Present were Mayor Tobbe, Mayor Pro Tem Bohn, Councilmembers: Albert, Emaus, Gardner, Gipson, and Pettengill.

Staff Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, Community Development Manager Mike Caruso, DPS Director Marcel Goch, Finance Director Liz Gaines, Assistant to the DPS Director Patty Thomas, DPW Superintendent Daren Collins, Superintendent Brad Schrader, Deputy DPS Director Corey Brooks, Regulatory Compliance/Water Treatment Superintendent Josh Bradley, DPS Clerk Traci Mularoni, Attorney Sarah Gabis, and Chief Brent Pirochta. There were approximately thirty-five people in the audience.

4. Consider approval of the agenda

Motion by Councilmember Gardner, seconded by Councilmember Albert to approve the agenda as presented. **The motion carried, 7-0.**

5. Consider approval of consent agenda items

Motion by Councilmember Albert, seconded by Councilmember Pettengill to approve the consent agenda as presented. **The motion carried by roll call vote, 7-0.**

Consent Agenda Items

- a. **Approval of Minutes: regular meeting of February 16, 2023**
- b. **Acceptance of the quarterly finance and investment reports**
- c. **Approval of the annual poverty exemption resolution #2023-02**

Correspondence

6. Call to the public

Mayor Tobbe opened the call to the public at 6:34 p.m.

Lynn Wilde, A Wilde Theatre, spoke regarding the civic events list, noting that Weekends on West event is detrimental to her business because of the loud music but hopes to find a solution to satisfy all businesses involved.

Tony Kassab, from Jamison's, spoke regarding parking, small festivals, and previous Covid allowances.

Nick Hegle, The Pound!, spoke in favor of Weekends on West as a community event for all to enjoy the musicians.

Patty Phillips spoke in support of A Wilde Theatre and hopes that an amicable solution can be made with surrounding businesses.

Eric Siegel, owner of 110 East Grand River, spoke in favor of A Wilde Theatre. Mr. Siegel also supports an amicable solution with surrounding businesses.

Ken Schmenk spoke regarding a fentanyl awareness event that will be hosted at 2|42 on March 6, 2023, at 6:00 p.m.

At Mayor Tobbe's request, Assistant to the DPS Director Patty Thomas explained the Civic Event application process, from application to Events Committee meetings and the eventual recommendation to City Council.

7. Staff updates

Michael Sage from DTE spoke regarding the recent winter ice storm and outages in the area. It was noted the ageing infrastructure and heavy ice build up as a culprit for the outage. Mr. Sage will work with engineers and City Manager Gomolka to come back to City Council in April with a more in depth look at engineering and other power related concerns within the city.

City Council discussed several frequent power outage sites, potential discussions for engineering, and thanked Mr. Sage for the visit.

Chief Pirochta stated the police department took approximately 180 calls for service the night of the ice storm. The department played a vital role in aiding the fire department as well as the DPW employees.

Director Goch provided an update on the DPW efforts during the ice storm. Director Goch then congratulated Superintendent Daren Collins on his retirement effective Friday, March 3, 2023.

Superintendent Daren Collins thanked city staff, City Council, and residents, stating it is an honor to come back and work in his hometown but is proud to hand over the duties to Superintendent Brad Schrader.

Clerk Brown noted the GoGov app is very close to being ready. Apple and Google both have the requests from app development. The app should be live soon and a marketing push will be forthcoming.

8. Attorney update – sign ordinance

Attorney Gabis provided an update to the coming sign ordinance. The sign ordinance will bring the city into compliance with state and federal laws.

9. Updates from Councilmember liaisons to various boards and commissions

Mayor Pro Tem Bohn thanked the DPS group for filing the pothole within the CSX tracks on 4th Street. Mr. Bohn asked that the DTN construction crew be aware not to leave oil tracks down 2nd Street since it is newly paved.

Councilmember Gardner noted the Brighton Arts and Culture Commission will meet on March 13, 2023, beginning at 5:30 p.m.

Councilmember Emaus will meet with the Brighton Veteran Memorial Committee soon to plan for Memorial Day and discuss potential routes to circumvent Streetscape construction. The Downtown Development Authority is waiting for an updated Streetscape timeline from Giffels Webster. Mr. Emaus then discussed the marketing and advertisement plans for the Streetscape project in detail. Mr. Emaus also noted that he will not run for re-election for City Council.

Councilmember Albert thanked both Councilmember Emaus and Superintendent Daren Collins for their service to the City of Brighton.

Mayor Tobbe thanked Councilmember Emaus for his service. Mayor Tobbe attended a recent SEMCOG committee session in which southeast Michigan is projected to see a large increase in population and development. Livingston County is projected to be the largest growth with a potential 35,000 to 40,000 new residents.

New Business

10. Consider approval to award a three-year contact for waterway treatment to Aqua-Weed Control in an amount not to exceed \$8,518 per year

Motion by Councilmember Gardner, seconded by Councilmember Emaus to approve approval to award a three-year contract for waterway treatment to Aqua-Weed Control in an amount not to exceed \$8,518 per year. **The motion carried, 7-0.**

11. Consider approval of 19 civic event applications and permit the City Manager to approve small, pop-up events per review and recommendation by the Civic Event Committee for the 2023 season

City Council discussed in detail the concerns of merchants and the recommendations from the Civic Event

Committee. Weekends on West Event will come back to City Council for further discussion and recommendation after the involved parties present a solution that is agreed on. City Manager Gomolka will work with City Attorney Gabis to address the pop-up event approval process and authority.

Motion by Councilmember Emaus, seconded by Councilmember Albert to approve of the civic event applications as recommended by the civic event committee for the 2023 season as presented without the Weekends on West event and the Veterans Connected Ruck to Live event. **The motion carried, 7-0.**

12. Consider Entering into Closed Session to Receive a Written Attorney-Client Privileged Communication Pursuant to section 8(1)(h) of the Open Meetings Act, MCL 15.268(1)(h)

Motion by Councilmember Gardner, seconded by Councilmember Gipson to enter into closed session to receive a written attorney-client privileged communication pursuant to section 8(1)(h) of the Open Meetings Act, MCL 15.268(1)(h) at 8:47 p.m. **The motion carried by roll call vote, 7-0.**

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Gipson to come out of closed session and reconvene the regular meeting at 9:25 p.m. **The motion carried, 7-0.**

Other Business

13. Call to the public

Mayor Tobbe opened the call to the public at 9:26 p.m. Hearing and seeing no comment the call to the public was closed.

14. Adjournment

Motion by Councilmember Gipson, seconded by Councilmember Pettengill to adjourn the meeting at 9:26 p.m. **The motion carried (7-0).**

Tara Brown, City Clerk



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MARCH 16, 2023

SUBJECT: APPROVAL OF RESOLUTION TO RECOGNIZE TRIPLE S BOOSTERS AS A 501(c)(3) NON-PROFIT ORGANIZATION FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE, RESOLUTION #2023-03

ADMINISTRATIVE SUMMARY

During the February 1, 2018, regular meeting, City Council recognized S&S Athletic Boosters as a 501(c)(3) non-profit organization, however, the organization has gone through a name change and expansion of services. Instead of only fundraising for their athletics program they now will be raising funds for all types of after school activities for students at Charyl Stockwell Academy including athletics, STEM/robotics and The Arts. Therefore, the organization is requesting a new resolution from the City recognizing Triple S Boosters as a 501(c)(3) to enable a continuation of services.

RECOMMENDATION

Approval of Resolution #2023-03 to Recognize Triple S Boosters as a 501(c)(3) Non-Profit Organization for the Purpose of Obtaining a Charitable Gaming License.

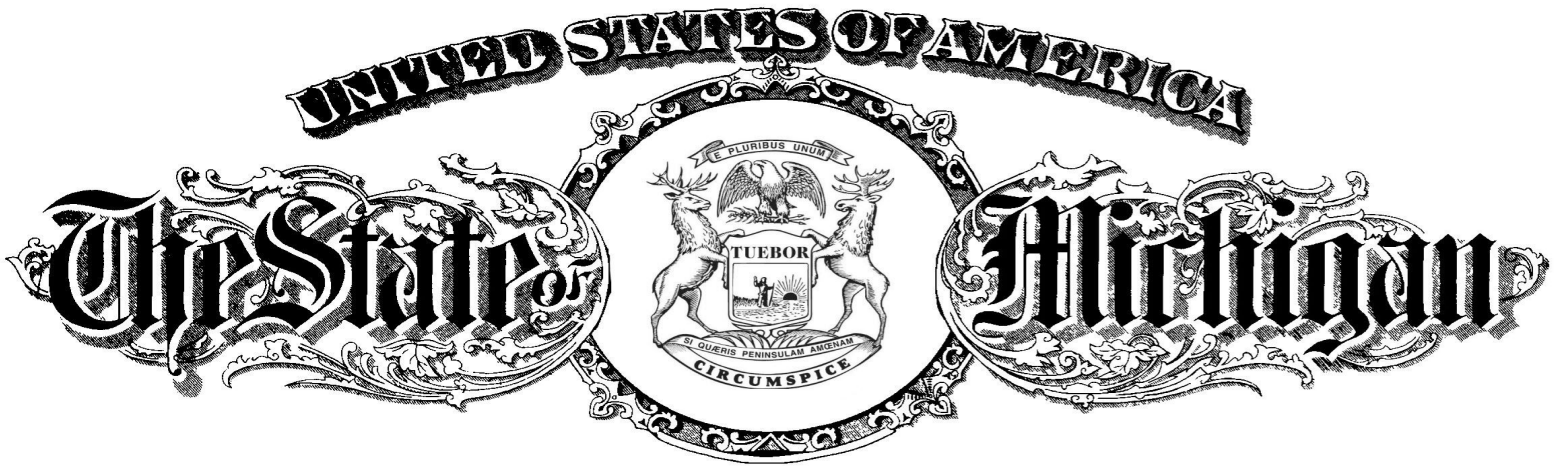
Prepared by: Tara Brown, City Clerk

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments:

1. Certification of good standing
2. IRS Letter recognizing exemption under Section 501(c)(3) of the IRC
3. LARA Corporations Online Filing System Summary
4. Resolution 2023-03



Lansing, Michigan

This is to Certify That

TRIPLE S BOOSTERS

was validly Incorporated on April 28 , 2010 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 22081379202

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 23rd day of August , 2022.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

TRIPLE S BOOSTERS
1032 KARL GREIMEL DR
BRIGHTON, MI 48116

Date:
November 30, 2022
Employer ID number:
27-2866259
Form 990 required:
990, YES
Person to contact:
Name: Ms. McEntyre
ID number: 0194881

Dear Sir or Madam:

We're responding to your request dated September 07, 2022, about your tax-exempt status.

We issued you a determination letter in December 2011, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

DEC 22 2011

S&S ATHLETIC BOOSTERS
9758 E HIGHLAND RD
HOWELL, MI 48843-9098

Employer Identification Number:
27-2866259
DLN:
17053306331021
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 28, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

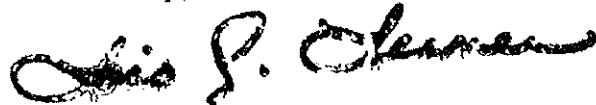
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800924946

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: TRIPLE S BOOSTERS

The name of the DOMESTIC NONPROFIT CORPORATION: TRIPLE S BOOSTERS

The name was changed from: S&S ATHLETIC BOOSTERS **on** 08-16-2022

Entity type: DOMESTIC NONPROFIT CORPORATION

Identification Number: 800924946 **Old ID Number:** 70709W

Date of Incorporation in Michigan: 04/28/2010

Purpose: Other

Term: Perpetual

Most Recent Annual Report: 2022

Most Recent Annual Report with Officers & Directors: 2022

The name and address of the Resident Agent:

Resident Agent Name: JENNIFER ABNER

Street Address: 1032 KARL GREIMEL DRIVE

Apt/Suite/Other:

City: BRIGHTON

State: MI

Zip Code: 48116

Registered Office Mailing address:

P.O. Box or Street Address: 1032 KARL GREIMEL

Apt/Suite/Other:

City: BRIGHTON

State: MI

Zip Code: 48116

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	JENNIFER ABNER	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
TREASURER	SEAN FREIBERG	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
SECRETARY	CHRIS LAPEER	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
DIRECTOR	JENNIFER ABNER	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
DIRECTOR	SEAN FREIBERG	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
DIRECTOR	CHRIS LAPEER	1032 KARL GREIMEL BRIGHTON, MI 48116 USA
DIRECTOR	CANDY FREIBERG	1032 KARL GREIMEL BRIGHTON, MI 48116 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

Acts Subject To: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Membership basis.

Written Consent

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- ARTICLES OF INCORPORATION
- ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

Resolution #2023-03

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a Regular meeting of the City of Brighton
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on March 16, 2023
DATE

at 6:30 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Triple S Boosters (formally S&S Athletic Boosters) of Brighton,
NAME OF ORGANIZATION CITY

county of Livingston, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the City of Brighton at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on March 16, 2023.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Tara Brown, City Clerk

PRINTED NAME AND TITLE

200 N. 1st Street, Brighton, MI 48116

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL MARCH 16, 2023

SUBJECT: CONSIDER APPROVAL OF RESOLUTION FOR SOCIAL DISTRICT LICENSE APPLICATION

ADMINISTRATIVE SUMMARY

The attached resolution is for approval of a Social District License for Zando Group Inc., a/k/a Label Kitchen & Bar, located at 125 E. Grand River.

This entity has completed the application process and received educational compliance from the Brighton City Police Department.

RECOMMENDATION

Staff's recommendation is for City Council adoption of Resolution #2023-04 by roll call vote.

Prepared by: Kelly Haataja, Executive Assistant to Community Development
Reviewed by: Michael Caruso, Community Development Manager
Approved by: Gretchen Gomolka, City Manager

Attachments: 1. Resolution 2023-4
 2. Application
 3. Education Compliance

PSD23-02



Social District License Application

City of Brighton
200 N. First St.
Brighton, MI 48116

99-003-288

pd #1070
2/28/23
W

RECEIVED

FEB 24 2023

CITY OF BRIGHTON

Applicant Name: Joshua Zieziul	Applicant Title: Owner
Business Name: Zando Group Inc. DBA Label Kitchen + Bar	Business Address: 125 E Grand River Ave
City/State/Zip: Brighton MI 48116	Telephone: 810-225-9571 / 616 540 3992
Other Telephone: 616 540 3992	Email: zandogroup@outlook.com

Proposed Days/Hours of Operation for alcohol sales to be consumed in the Common Area:

~~Sunday 11am - 2am SZ~~
~~Monday - Saturday 11am - 2am~~
Monday - Sunday 12pm - 10pm

Have you ever had a license or permit required by the City of Brighton or any other state or municipal authority revoked, suspended, or denied in the last three years?

- Yes
- No

If Yes, provide details here:

Requirements:

- Completed and signed permit application
- Certificate of Insurance naming the City as an additional insured
- \$50 Permit application fee
- A copy of the applicant's liquor license issued pursuant to 1998 PA 58 (Michigan Liquor Control Code, MCL 4361101 et seq.)
- Approved Completion of the Social District Education Course from City of Brighton PD
- A visual depiction of the acceptable business logo/signifier, and a description and visual depiction of the cup(s) the applicant intends to use for the Social District with the business logo/signifier and the Social District logo on it
- A copy of the completed Michigan Liquor Control Commission Application for a Social District Permit (See Attachment A). Applications may also be found online at: www.michigan.gov/documents/lara/LCC208_695497_7.pdf



Social District License Application

City of Brighton
200 N. First St.
Brighton, MI 48116

By signing this application, the Applicant acknowledges all of the following:

- approval of the Applicant's application to the Michigan Liquor Control Commission (MLCC) does not constitute approval by the City of the Applicant's request for a social district permit from the City;
- approval by the Michigan Liquor Control Commission (MLCC) does not constitute approval by the City;
- that final approval by the City of a social district permit shall not be given until the Applicant's application to the Michigan Liquor Control Commission (MLCC) is approved;
- that approval of a social district permit issued by the City is within the City's discretion notwithstanding any approval by the Commission;
- that revocation by the Commission of Applicant's social district permit issued by the Commission constitutes automatic revocation of any social district permit issued by the City to the Applicant without appeal as otherwise provided by the Brighton City Code;
- that the issuance of a social district permit to the Applicant does not create a vested right in the operation of Applicant's business in a commons area;
- and that the City may revoke Applicant's social district permit within its discretion at any time.

Hold Harmless Acknowledgement:

To the fullest extent permitted by law, Zando Group Inc, agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Brighton, its elected and appointed officials, employees, volunteers, and others working on behalf of the City of Brighton, against all claims, demands, suits or loss, including all costs connected therewith, and for any damages, which may be asserted, claimed, or recovered against or from the City of Brighton, its elected and appointed officials, employees, volunteers, and others working on behalf of the City of Brighton, by reason of personal injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this application.

Date: 2/6/23

Printed Name: Joshua Zierul

Signature:

INTERNAL USE ONLY

	Community Development Dept.	Brighton PD
<input checked="" type="checkbox"/> Prelim. Approve	Print:	Print: <u>See Memo</u>
<input checked="" type="checkbox"/> BPD Approve	Sign:	Sign: <u>3/07/23</u>
<input type="checkbox"/> MLCC Approve	Date:	Date:
<input type="checkbox"/> Sticker		
<input type="checkbox"/> Deny		



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

Department of Licensing
and Regulatory Affairs

- The conditional license shall expire under one of the following expiration factors, whichever occurs first, pursuant to MCL 436.1525(8):
- One (1) year after the date the conditional license was issued.
 - Twenty (20) business days after the Commission issues an order of approval of the license application that serves as the basis of the conditional license.
 - After all administrative remedies before the Commission have been exhausted when the Commission issues an order of denial of the license application that serves as the basis for the conditional license.
 - When the licensee or conditional licensee notifies the Commission in writing that the initial application should be cancelled.

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

Pat Agliardi
Devin Baker
Hunter Berger
Lee Bongulaa
Edna Toma

LICENSEE(S) SIGNATURE(S)

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO APRIL 19, 2022

BUSINESS ID: 0274976
ZANDO GROUP INC

FILE NUMBER:

LIVINGSTON COUNTY
L-273
BRIGHTON CITY

125 E GRAND RIVER AVE,
BRIGHTON, MI 48116-1509

LICENSE #: L-000447110 LICENSE: Class C ACT: N/A

L-000447111 Specially Designated Merchant N/A

TOTAL BARS: 2 OUTDOOR SERVICE AREA: 1 ROOMS:
DIRECT-CONNECTIONS: 0 PASSENGERS:

PERMIT: Additional Bar(1), Sunday Sales (AM), Sunday Sales (PM): SubType:Class C- Spirits & Mixed
Spirit Drink, Dance-Entertainment, Outdoor Service Area(1), Specific Purpose (Food)

License Effective 04-19-2022 -- Expires 04-19-2023

CONDITIONAL



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This to certify that this establishment is licensed for the sale of beer, wine, and spirits for the consumption on the premises and has the number of bars indicated at which beer, wine, and spirits are to be sold to customers, served to customers, or consumed by customers, and has also paid the required statutory fee.

ADDITIONAL BAR PERMIT

Authorized by Administrative Rule R 436.1023(3)

THIS IS NOT A LICENSE

BUSINESS ID:
0274976

PERMIT #:
21-12628 - 1

ZANDO GROUP INC

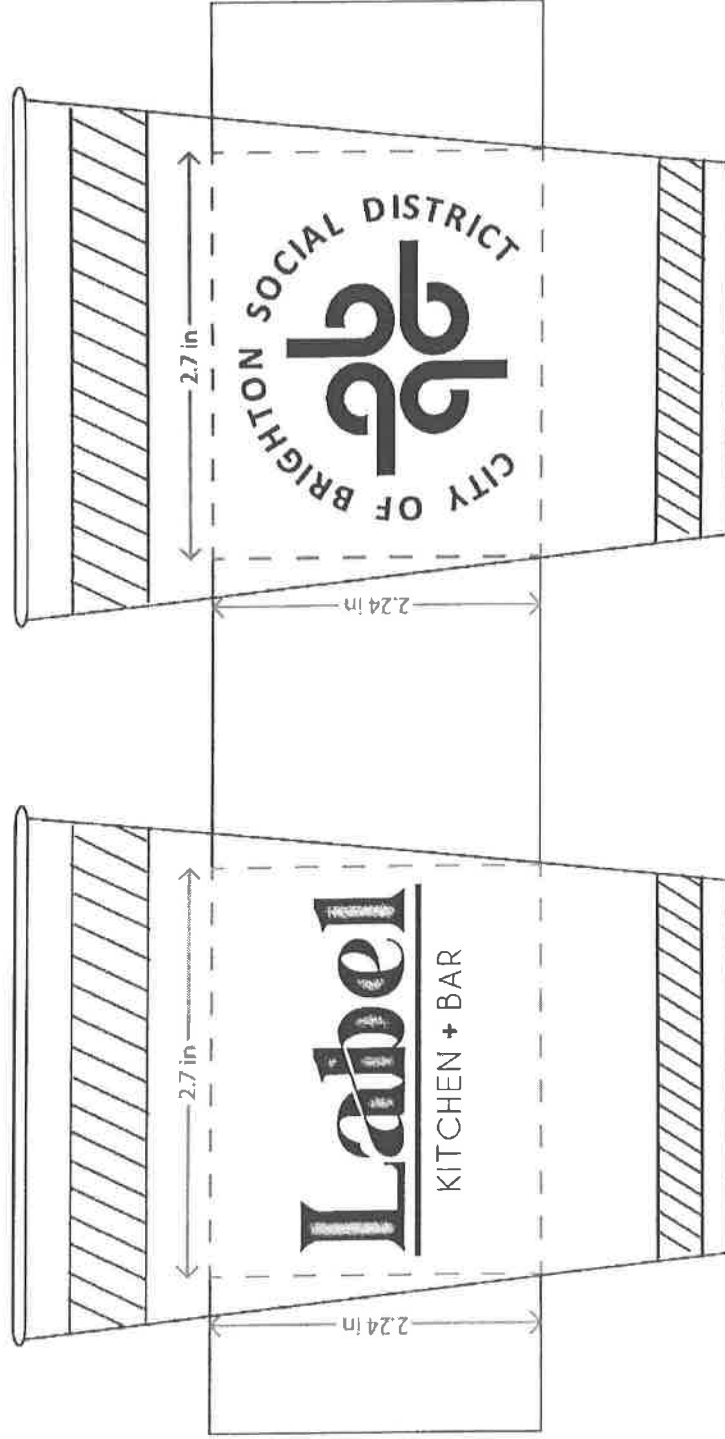
LICENSE #:
Class C L-000447110

125 E GRAND RIVER AVE,
BRIGHTON, MI 48116-1509

1

This Permit Expires On The Same Date As The License Expires

CONDITIONAL



Cup is a 16 ounce compostable plastic cup and with lids



Brighton City Police

Deputy Chief of Police
Craig C Flood

810-844-5134

floodc@brightoncitypolice.org

Memo

To: Community Development

From: Deputy Chief Flood

Date: 3/7/2023

Re: **Label Kitchen and Bar**

On March 7, 2023, I presented Social District Education to Label Kitchen and Bar. The meeting was held at the Label Kitchen and Bar.

I provided the approved Social District Education Packet, read through the packet with them and answered any questions as they had.

Label Kitchen and Bar has met the Social District education requirement as prescribed by Resolution 2021-015.

In attendance was:

Steve Anderson
Josh Zieziul
Chelsea Bies



Resolution 2023-4

Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the City of Brighton council/board
(regular or special)

called to order by _____ on March 16, 2023 at 6:30 p.m.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Zando Group Inc
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Brighton
council/board at a Regular meeting held on March 16, 2023
(regular or special) (date)
(name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Tara Brown

Print Name of Clerk

Signature of Clerk

March 16, 2023

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL MARCH 16, 2023

SUBJECT: CONSIDER AWARDING A THREE-YEAR SIDEWALK MAINTENANCE CONTRACT, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS, TO LUIGI FERDINANDI & SON CEMENT CO. IN AN AMOUNT NOT TO EXCEED \$158,000 FOR FISCAL YEAR 2022/2023 WITH FUTURE YEAR’S FUNDING TO BE APPROVED BY CITY COUNCIL THROUGH THE BUDGET PROCESS

BACKGROUND

As part of the City’s ongoing commitment for a safe, walkable community, staff has continued to make many improvements to its sidewalks by trimming trip hazards and the use of its removal and replacement (R&R) program. In January of 2022, staff published an invitation to bid (ITB) for the sidewalk R&R program. After a qualified contractor was selected and approved by City Council, a tentative schedule was established for the work to begin, unfortunately, because of delays in commitments to other customers, the schedule was continually pushed back. Additionally, last year had an unusual concrete shortage, which resulted in unexpected price increases.

While the City did have a contract with a sidewalk maintenance contractor, the cost of cement had increased to a point where the contractor could not perform the work at the agreed upon price without losing money. Staff was aware of these increases as our road projects had experienced similar issues at the time. Knowing that the contractor could not honor the previous contract pricing, staff was left with no choice but to re-publish a new ITB for the Sidewalk R&R Program.

ADMINISTRATIVE SUMMARY

An ITB was published on the Michigan Intergovernmental Trade Network (MITN) website on January 27, 2023, using the bidding documents previously approved by the City Attorney. Three sealed bids were received and opened on February 15, 2023. Luigi Ferdinandi & Son Cement Co. of Roseville was the lowest qualified bidder in all categories and their annual increase percentages were the same as Rotondo Construction. See Bid Results below.

BIDDER	4” Thick Concrete Per Sq Ft	6” Thick Concrete Per Sq Ft	8” Thick Concrete Per Sq Ft	ADA Ramp Per Corner	MDOT Type A Curb Per Lineal Foot	2024 Increase	2025 Increase
Luigi Ferdinandi & Son Cement Co., Roseville	\$11.10	\$12.79	\$13.79	\$1,500.00	\$45.00	5%	5%
Rotondo Construction, Farmington	\$12.00	\$13.00	\$14.00	\$3,500.00	\$75.00	5%	5%
Audia Construction, Milford	\$12.80	\$14.25	\$15.00	\$3,500.00	\$62.00	6.5%	6.5%

References provided by Luigi Ferdinandi & Son Cement Co. were contacted and included several municipalities including the cities of Sterling Heights, Warren, Mt. Clemens, Birmingham, and Berkley. All provided favorable recommendations.



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL MARCH 16, 2023

BUDGET INFORMATION

The total sidewalk maintenance budget for Fiscal Year 2022/2023 is \$180,000 including funds that were not used for the R&R program in the previous fiscal year as described above. Year-to-date, approximately \$22,000 has been expended for sidewalk trimming, leaving approximately \$158,000 available for the Sidewalk R&R Program.

RECOMMENDATION

Award a three-year sidewalk maintenance contract, with two optional one-year extensions to Luigi Ferdinandi & Son Cement Co. in an amount not to exceed \$158,000 for Fiscal Year 2022/2023 with future year's funding to be approved by City Council through the budget process.

Prepared by: Brad Shrader, DPW Superintendent

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MARCH 16, 2023

SUBJECT: CONSIDER AWARDING THE BID FOR THE ALUMINUM ACCESS HATCH REPLACEMENT AT THE WASTEWATER PLANT TO ORION SPECIALTY CONTRACTING IN AN AMOUNT NOT TO EXCEED \$13,583

BACKGROUND

- When the Wastewater Treatment Plant was constructed in 1988, an aluminum floor hatch was installed as part of the upper gallery of the plant. This access hatch allows wastewater staff to raise and lower large, heavy pieces of equipment that cannot be carried up or down the two stairs. Due to 35 years of corrosion the hatch needs to be completely replaced.

ADMINISTRATIVE SUMMARY

- Wastewater operators occasionally need to utilize the aluminum floor hatch in the upper gallery of the wastewater plant to raise or lower heavy equipment such as pumps, motors, and valves. This hatch is located near where one of our pick-up trucks are parked each day, so over time, water drips from the truck onto the hatch, which after 35 years has caused enough corrosion that the hatch is now inoperable.
- Moving the hatch to another location is not feasible due to the engineering that would need to take place to ensure that the concrete structure is not compromised and the relocation of the I-beam rail system that is used for lifting the equipment would be very costly as well.
- Since staff does not have design or technical information for the existing aluminum hatch in our files, we consulted with Tetra Tech and the manufacturer of the existing hatch, Bilco Inc., to develop specifications for the removal and replacement of this hatch.
- Once the specifications were developed, an Invitation to Bid (ITB) was published on the Michigan Inter-governmental Trade network (MITN) website on February 10, 2023, using the bidding documents previously approved by the City Attorney.
- A pre-bid meeting was held on Friday February 17 to allow contractors to look at the hatch and obtain measurements to prepare a bid for this project. The meeting was not mandatory, and two contractors were present.
- Sealed bids were opened on Friday, March 3, 2023, and one bid was received from Orion Specialty Company in the amount of \$11,811. The two contractors who attended the pre-bid meeting did not submit a bid. The Deputy DPS Director contacted both companies and was advised the job was too small or did not have room in their schedule.
- All three references provided by Orion Specialty Company were checked and all responses were favorable.

BUDGET INFORMATION

- City Council approved \$20,000 in the 2022/23 Capital Improvements Budget for the replacement of the Aluminum Floor Hatch at the Wastewater Treatment Plant. We are again requesting a 15 percent contingency, bringing the total

amount requested to \$13,583, which will be under the budgeted amount.

RECOMMENDATION

Award the bid for the Aluminum Hatch Replacement at the Wastewater Plant to Orion Specialty Company in an amount not to exceed \$13,583

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Liz Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Reviewed &

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MARCH 16, 2023

SUBJECT: CONSIDER APPROVAL OF THE TETRA TECH PROPOSAL FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT RADIO TELEMETRY SYSTEM UPGRADE IN THE AMOUNT OF \$81,900

BACKGROUND

- The City of Brighton's Wastewater Treatment Plant has two different Supervisory Control and Data Acquisition (SCADA) Systems installed at the plant. One system is local to the plant and its operation, and the other uses a radio-based system that allows the wastewater plant to communicate with the twelve remote sewer lift stations located in and around the city and in Genoa Township. While both systems need to be upgraded due to their age, the system that monitors the lift stations has recently been experiencing communication issues that need to be resolved before work is done on the system that controls the wastewater plant.

ADMINISTRATIVE SUMMARY

- The existing radio telemetry system that monitors our remote sewer lift station sites was installed in 2005. In recent years we have been experiencing an increasing number of issues with communication reliability, which at times leaves staff with no communication at all. Recently the system failed and resulted in no communications for over a week. With help from two contractors, staff from Tetra Tech, and wastewater staff time, we were able to get the system back online.
- The current system utilizes unlicensed radios that are limited to one-watt of transmit power to communicate vital information from the lift stations to the wastewater plant. This information includes daily pump runtimes, alarms for communication failure, pump faults, power failures, high/low wet well levels, and low temperatures at some of the above ground stations. When the system is not communicating, we do not receive alarms from the any of these lift stations. This poses a problem when we have station failures and do not know about it right away, which can lead to eventual sewer backups in customers' homes and businesses.
- Tetra Tech is recommending that we apply for an FCC license and install a new, more powerful five-watt radio system and new Programmable Logic Controllers (PLC's) at the plant and lift stations. With increased wattage the new radios will be able to penetrate through thick foliage that has grown over the last 18 years, which is the biggest reason we have communication problems.
- With the radio upgrade, we will move from obsolete Serial RS-232 connectivity to modern Ethernet connections. This will improve communications and allow modern computers and computer programs to be utilized for trouble shooting issues within the system when they occur in the future. Most modern computers no longer have serial ports, so it is becoming much more difficult to find contractors to work on the older radio system equipment.
- Tetra Tech will perform the following tasks in two stages to assist us with the upgrade of this system:

Stage-1 Tasks:

- Design a new radio network, including development of a Microsoft Visio diagram of the entire system with pertinent information to document the new system.
 - Includes network address scheme for each radio.
 - Radio settings documentation.
 - System connection diagrams.

- Development of a complete bill-of-material for purchase of required hardware components by the City of Brighton. This includes network switches, updated PLC's for both the lift stations and WWTP, updated radio components, as well as fiber optic conversion devices.
- Work with the City to develop a written two-stage system upgrade and deployment plan.
- Assist the City with contractor procurement and onsite testing and testing results documentation.
- Provide programming and deployment of radio system and/or assist contractor with radio system programming and deployment depending on the procurement method of the new radio equipment.
- Provide deployment assistance of the new fiber optic conversion devices at WWTP.
- Test and verify radio operation via serial communication.
- Test and verify system operation.

Stage-2 Tasks:

- Provide programming of the new network switches at the WWTP.
- Provide programming of each remote programmable logic controller (PLCs).
- Provide deployment assistance with each new PLC; includes modifications to existing Wonderware application.
- Provide installation and programming of the WWTP PLC.
- Test and verify radio operation via Ethernet communication.
- Test and verify system operation after each remote site is upgraded.

Scheduling of these tasks will occur immediately upon approval from City Council.

BUDGET INFORMATION

- There is a total of \$300,000 approved in the 2022/2023 Fiscal Year Capital Improvements Budget to be used for upgrades to this communication system.

RECOMMENDATION

Approve the Tetra Tech Proposal for Engineering Services for the Wastewater Treatment Plant Radio Telemetry System Upgrade in the amount of \$81,900.00

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other _____

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Tetra Tech Proposal



February 16, 2023

Transmitted Electronically

Mr. Corey Brooks, Deputy DPS Director
City of Brighton
6570 Hamburg Road
Brighton, MI 48116

**Re: City of Brighton WWTP Radio Telemetry System Upgrades
Proposal for Professional Services**

Dear Mr. Brooks:

Thank you for the opportunity to submit our professional services proposal to assist the City of Brighton with upgrading the Wastewater Treatment Plant (WWTP) radio telemetry system.

This proposal contains our understanding of the project requirements, proposed scope of services, and fee estimate.

BACKGROUND

The existing radio telemetry system was installed in 2005 and supports monitoring of approximately twelve sewage lift stations. The current system utilizes General Electric (GE) MDS TransNet 900Mhz unlicensed radios at each of the lift stations as well as at the WWTP and at two repeater stations (North Star Elevated Spheroid Tank & Summit Street Standpipe). Each lift station utilizes a Rockwell CompactLogix programmable logic controller (PLC) which is connected to station field equipment and connected to the radio via RS-232 serial cable.

In recent years, City staff have experienced communication unreliability, contractor radio connectivity incompatibility, and general issues with aging components. Communication unreliability is most likely due to fading signal strength due to foliage growth over the past 15 years. The current radios utilize the unlicensed 900Mhz spread spectrum frequency range which is limited to 1-watt transmit power which can sometimes struggle to penetrate dense foliage. The current radios also utilize an obsolete serial RS-232 connectivity method that is problematic when it comes to troubleshooting, as most modern computer devices don't include serial connectivity provisions. Other general issues include contractor unfamiliarity with serial connectivity and obsoleted radio programming and troubleshooting software that is incompatible with modern computers.

RECOMMENDATIONS

The recommendations presented below will replace the aging telemetry radios along with the PLC at each lift station, WWTP, and two repeater sites. The recommend radios are FCC licensed units with a maximum 5-watt transmit power which will better penetrate thick foliage and offer a reduction in radio frequency interference that would be primarily attributed to a private license frequency.

Tetra Tech

1136 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.213.3003 www.tetrattech.com

- Upgrade existing GE MDS TransNet serial 900MHz unlicensed radios with GE MDS Orbit 900MHz licensed radios that support both serial and Ethernet connectivity.
- Upgrade each remote lift station Rockwell CompactLogix PLC with a newer Ethernet based Rockwell CompactLogix PLC.
 - This would change the radio connectivity from serial communications to Ethernet communications; considered to be a modern upgrade, industry standard, and universally accepted.
- Upgrade the existing WWTP PLC consisting of an older Rockwell ControlLogix PLC with a new Rockwell ControlLogix L81E; the latest available ControlLogix PLC.
- Install a new Rockwell Stratix Ethernet network switch at the WWTP PLC control panel and at the WWTP CP-5 control panel to facilitate Ethernet communications between the WWTP PLC and the CP-5 radio.
- Procure the services of a qualified radio technician to fully test the cabling and antenna systems to verify operation of the existing system. Tetra Tech recommends the City procure a qualified contractor to fully test the existing antenna and feed line systems at each radio location and have them fix any found anomalies before deployment of the new radios.

We recommend the above upgrades be completed during a two-stage upgrade plan. During the first stage (Stage-1) each remote radio's antenna feedline and antenna system would be fully tested and any deficiencies would be corrected. Following testing the existing radios would be replaced with the new GE MDS Orbit radios. During Stage-1 the radio system would maintain utilizing RS-232 serial communications to the old ControlLogix controller at the WWTP.

Stage-2 would include installation of the new WWTP PLC, alongside the existing PLC. The two WWTP PLCs would facilitate a seamless transition between the old serial connected remote PLCs and the new Ethernet connected PLCs. During Stage-2 each remote PLC would be upgraded to a new Rockwell CompactLogix PLC and reconnected to the new radio via Ethernet. Minor programming will need to occur at both the remote station PLC and at the WWTP PLC to accommodate the change from serial communications to Ethernet. To accommodate Ethernet communications a new switch would be installed in the WWTP PLC panel and at the WWTP CP-5 panel.

The two-stage upgrade method should eliminate nearly any system downtime and allow the City and PLC installation contractor the ability to fully convert one remote station at a time without affecting other working remote stations.

SCOPE OF SERVICES

The scope of services includes:

- Design a new radio network including development of a Microsoft Visio diagram of the entire system with pertinent information to document the new system.
 - Includes network address scheme for each radio.
 - Radio settings documentation.
 - System connection diagrams.

- Development of a complete bill-of-material for purchase of required hardware components by the City of Brighton.
 - Includes network switches, updated PLCs for both the lift stations and WWTP, updated radio components, as well as fiber optic conversion devices.
- Work with the City to develop a written two-stage system upgrade and deployment plan.
- Assist the City with contractor procurement and onsite testing and testing results documentation.
- Provide programming and deployment of radio system and/or assist contractor with radio system programming and deployment depending on the procurement method of the new radio equipment.
- Provide deployment assistance of the new fiber optic conversion devices at WWTP.
- Test and verify radio operation via serial communication.
- Test and verify system operation.

Stage-2 Tasks:

- Provide programming of the new network switches at the WWTP.
- Provide programming of each remote programmable logic controller (PLCs).
- Provide deployment assistance with each new PLC; includes modifications to existing Wonderware application.
- Provide installation and programming of the WWTP PLC.
- Test and verify radio operation via Ethernet communication.
- Test and verify system operation after each remote site is upgraded.

ASSUMPTIONS

- City will purchase all required hardware and software.
- City will procure and contract with the qualified radio system testing contractor.
- City will procure and contract with a qualified installation contractor for the installation of each remote site PLC.
- Lead times for delivery of equipment is a market-sensitive parameter that can vary significantly based on the type of equipment manufacturers' availability. It is assumed the longest lead times for the proposed equipment specified herein should be no longer than six (6) to eight (8) weeks.

COMPENSATION

Compensation for the professional services required for the assignment will be based on time and material plus any travel expenses at a not-to-exceed fee budget of \$81,900.00.

If the stated budget is exceeded Tetra Tech will not proceed without your prior written authorization.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

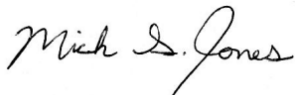
Scheduling for these tasks can occur immediately following your notice to proceed and signature of this contract.

CONCLUSION

Tetra Tech appreciates the opportunity to submit this proposal for design and implementation services in conjunction with this project.

We look forward to working with you on this important project. If you need additional information, please call Steve at (810) 355-6526.

Sincerely,



Mick S. Jones, P.E.
Senior Project Manager



Steven J. Magnan, P.E.
Client Representative

Attachment: Standard Terms and Conditions
Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY CITY OF BRIGHTON:

BY: _____

TITLE: _____ **DATE:** _____

Tetra Tech, Inc.

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Client.

Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$5,000,000 each claim and in the aggregate

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards,

they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all known potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. To the extent permitted by law, the Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Neither party shall be liable for any damages caused by any delay that is beyond the reasonable control of either party, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, reasonable attorney fees, costs, and disbursements may be recovered only as permitted by law.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.