



# Brighton City Council Meeting

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

May 4, 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: [special budget workshop special meeting of April 13 and 17, 2023](#)
- b. Approval of Minutes: [regular meeting of April 20, 2023](#)

### Correspondence

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

### Discussion

9. Branding
10. [Sign ordinance](#)

### Public Hearing

11. [Conduct a Public Hearing and Consider Adoption of the Fiscal Year 2023/2024 Budget, Resolution #2023-11](#) \_\_\_\_\_

### New Business

12. [Consider approval of resolution #2023-12, to set the levy and authorize the collection of taxes, penalties, and fees for FY 2023/2024](#)
13. [Consider approval of the proposed Fiscal Year 2023/2024 fee schedule, resolution #2023-13](#)
14. [Consider approval of the purchase and up-fitting of a new 2023 Chevrolet Silverado administration vehicle from Vic Canever Chevrolet with up-fitting to be completed by Cruisers for the amount not to exceed \\$65,000](#)
15. [Consider approval of the purchase of a portable generator from Total Energy Systems, LLC in the amount of \\$62,564.07](#)
16. [Consider approval of the purchase and installation of two refurbished federal tornado signal sirens from Westshore Services in the amount of \\$33,000 and a budget amendment of \\$33,000 from the fund balance of the General Fund](#)
17. [Consider approval of a 3-year contract for upgraded City of Brighton telecommunication services with Clear Rate Communications](#)
18. Consider entering into closed session for strategy session connected with the negotiation of a collective bargaining agreement pursuant to MCL 15.268(c) of the open meetings act

**Other Business**

19. Call to the public

20. Adjournment



# City Council Special Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org) • [info@brightoncity.org](mailto:info@brightoncity.org)

## MINUTES OF THE SPECIAL BUDGET WORK SESSION OF THE BRIGHTON CITY COUNCIL HELD ON APRIL 13, 2023

### 1. Call to Order

Mayor Tobbe called the meeting to order at 5:30 p.m.

### 2. 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, Deputy DPS Director Corey Brooks, Regulatory Compliance Officer Josh Bradley, Sergeant Brent Pirochta, Deputy Chief Craig Flood, Administrative Assistant Lorraine Ritchie. There were eight individuals in the audience.

### 3. Call to the Public

Mayor Tobbe opened the call to the public at 5:30 p.m. Hearing and seeing no comment, the call to the public was closed.

### 4. Consider approval of a contract with Cadillac Asphalt for additional paving using unit pricing provided in the current MDOT Grand River paving contract

**Motion** by councilmember Emaus, seconded by Councilmember Pettengill to approve the contract with Cadillac Asphalt and related budget amendments for additional paving using unit pricing provided within in the current MDOT Grand River paving contract for an amount not to exceed \$300,000. **The motion carried, 7-0.**

### 5. Budget Discussion

City Council and staff discussed public service, specifically the General Fund, Utilities, Police Department, Brownfield Redevelopment/Downtown Development Fund, General Fund big picture consisting of revenues versus expenditures and the financial big picture, and the City Council budget.

### 6. Call to the Public

Mayor Tobbe opened the call to the public at 8:54 p.m.

Susan Bakhaus spoke regarding an easement/right of way and electric vehicle charging stations.

Hearing and seeing no further comment, the call to the public was closed at 8:56 p.m.

### 7. Adjournment

City Council Special Budget Work Session

April 13, 2023

Page 2

**Motion** by Councilmember Emaus, seconded by Councilmember Gipson to adjourn the meeting at 8:56 p.m. **The motion carried (7-0).**

---

Tara Brown, City Clerk



# City Council Special Meeting

---

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org) • [info@brightoncity.org](mailto:info@brightoncity.org)

## MINUTES OF THE SPECIAL BUDGET WORK SESSION OF THE BRIGHTON CITY COUNCIL HELD ON APRIL 17, 2023

### 1. Call to Order

Mayor Tobbe called the meeting to order at 5:30 p.m.

### 2. 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, Finance Director Liz Gaines, Sergeant Brent Pirochta, and Deputy Chief Craig Flood. There was one person in the audience.

### 3. Call to the Public

Mayor Tobbe opened the call to the public at 5:30 p.m.

Susan Bakhaus spoke regarding dead fish in Brighton Lake and the 2<sup>nd</sup> Street construction.

Hearing and seeing no further comment, the call to the public was closed at 5:33 p.m.

### 4. Budget Discussion

City Council and staff discussed administrative services, finance, information technology, community development, Brighton Arts and Culture Commission, and miscellaneous post-employment benefits, transfers out to other agencies and funds.

### 5. Call to the Public

Mayor Tobbe opened the call to the public at 8:41 p.m. Hearing and seeing no comment, the call to the public was closed.

### 6. Adjournment

**Motion** by Councilmember Gipson, seconded by Councilmember Emaus to adjourn the meeting at 8:41 p.m. **The motion carried (7-0).**

---

Tara Brown, City Clerk



# Brighton City Council Meeting

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

## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON APRIL 20, 2023

### 1. Call to order

### 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, Assistant to the DPS Director Patty Thomas, Deputy Chief Craig Flood, and Attorney Sarah Gabis. There were approximately thirteen people in the audience.

### 4. Consider approval of the agenda

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

### 5. Consider approval of consent agenda items

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

#### Consent Agenda Items

##### a. Approval of Minutes: regular meeting of April 6, 2023

### Correspondence

### 6. Call to the public

Mayor Tobbe opened the call to the public at 6:31 p.m.

Todd Buckley, Buckley Jolley and Wallflower Mercantile, spoke regarding the start of the Streetscape construction asking for collaboration to ensure positive activity during the construction adding crosswalks and the ability to turn left onto Grand River from Main Street.

Randall Bear spoke about conflicting city ordinances for open burning.

Collin Miller, Artisans Bench, asked for increased parking between 1<sup>st</sup> Street and Hyne on Main Street, crosswalks, and solutions for back door access.

Michelle Roy, Grace & Whimsy, spoke regarding the streetscape project and wanted City Council and staff to work to get information out to visitors regarding access to various shops and restaurants and to continue discussion about the left turn onto Grand River option.

Nick Hagle spoke regarding Weekends on West agenda item stating that he has built many great relationships with staff and merchants but wishes to withdraw his application for consideration.

Hearing and seeing no further comment, the call to the public was closed at 6:52 p.m.

### 7. Staff updates

City Manager Gomolka first addressed some of the comments made at the call to the public. Staff are working to address the conflicting burn ordinances with the city attorney and the Brighton Area Fire Authority. She also noted that staff is investigating the possibility of a crosswalk and left turn onto Grand River options.

Director Goch noted that certain aspects of the requests have been looked into; however, the DPW and Police will discuss feasibility and safety. He asked for some patience as the Streetscape portion of the project has just started and the first few weeks are the most difficult, but adjustments will be looked into and made throughout the project.

Director Goch noted that the sidewalk along Main Street has been removed and hardpacked concrete mix has been placed down for accessibility to each business. The water tower repair and painting is underway. The Grand River project is moving along, the city contractor is hopeful to begin the street paving will begin in 2-3 weeks. The wastewater hatch has been ordered. There will be several specialty contractors downtown to begin removal of various utilities.

Mayor Pro Tem Bohn asked the left turn onto Grand River option be revisited. Director Goch noted as soon as the Grand River project is complete, the left turn option will be reevaluated. Director Goch then described the echelon asphalt method.

City Manager Gomolka was contacted by Representative Elissa Sloktkin's area representative that the City of Brighton was not chosen for grants submitted recently. Ms. Gomolka attended CapCon where special guest Governor Gretchen Whitmer spoke.

#### **8. Updates from Councilmember liaisons to various boards and commissions**

Councilmember Gipson thanked staff, fire, and police for coming together to find solutions for the Weekend of West event despite the item being asked to be removed.

Councilmember Pettengill noted the spring kick off at the Imagination Station will be held on June 3, 2023, at 9:00 p.m. All supplies will be provided.

Councilmember Gardner along with the Brighton Arts and Culture Commission thanked City Council for the allocation of the Robertson Brothers donation to be made to the commission to plan a successful season and understands that City Council would like to have oversight on the use of the funds. The slated events for the season so far are David Zinn on June 20, Gemini in July, and a Wilde Theater for August 8. Ms. Gardner also noted the Commission is looking into the addition of bird houses between Stillwater and Dairy Queen in the Millpond.

Councilmember Emaus thanked all involved for the additional meeting and for the update from the fire marshal regarding the Weekends on West event application. The DDA met to discuss the streetscape fireplace. The intent is for the fireplace to be a low to the ground, covered model approximately six feet round with a possible push button feature.

Councilmember Albert thanked the business owners for coming to the meeting to discuss possibilities and suggestions. Mr. Albert asked if some music can be played at the AMP to add ambiance.

#### **New Business**

#### **9. Consider authorizing the City Manager to approve small, pop-up civic events for the 2023 event season**

**Motion** by Councilmember Gipson, seconded by Mayor Pro Tem Bohn to authorize the City Manager to approve small, pop-up events for the 2023 event season in accordance with the definition recommended by Attorney Gabis. **The motion carried, 7-0.**

#### **10. Consider Weekends on West revised Civic Event application**

The applicant rescinded his request, no action was taken.

#### **11. Consider approval of Master Plan review work program as submitted by Giffels Webster**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to approve the proposal for a work program as submitted by Giffels Webster in an amount not to exceed \$8,500. **The motion carried, 7-0.**

#### **Other Business**

**12. Call to the public**

Mayor Tobbe opened the call to the public at 7:57 p.m.

Hearing and seeing no further comment, the call to the public was closed at 8:13 p.m.

**13. Adjournment**

**Motion** by Councilmember Gipson, seconded by Councilmember Pettengill to adjourn the meeting at 8:13 p.m. **The motion carried (7-0).**

---

Tara Brown, City Clerk



# Chapter 66

## City of Brighton

### Sign Ordinance

Effective DATE

(Intentionally Blank)



# Table of Contents

Table of Contents with Sections _____	ii
Article 1.0 Purpose and Intent _____	1-1
Article 2.0 Definitions _____	2-1
Article 3.0 General Regulations _____	3-1
Article 4.0 Zoning District Regulations _____	4-1
Article 5.0 Specific Regulations _____	5-1
Article 6.0 Administration and Enforcement _____	6-1



# Table of Contents with Sections

<b>How to Use this Ordinance</b> _____	<b>v</b>
1. Symbols and User Notes _____	v
2. Reading the Ordinance _____	v
<b>Article 1.0 Purpose and Intent</b> _____	<b>1-1</b>
Sec. 1.1 Purpose and Intent _____	1-3
<b>Article 2.0 Definitions</b> _____	<b>2-1</b>
Sec. 2.1 Definitions _____	2-3
<b>Article 3.0 General Regulations</b> _____	<b>3-1</b>
Sec. 3.1 Sign Permits _____	3-3
Sec. 3.2 Prohibited Signs _____	3-6
Sec. 3.3 Measurement of Sign Area and Height _____	3-7
Sec. 3.4 Clear Vision Triangle _____	3-8
Sec. 3.5 Other Locational Standards _____	3-8
Sec. 3.6 Illumination _____	3-8
Sec. 3.7 Addresses _____	3-8
Sec. 3.8 Substitution _____	3-8
Sec. 3.9 Exempt Signs _____	3-8
<b>Article 4.0 Zoning District Regulations</b> _____	<b>4-1</b>
Sec. 4.1 Signs Permitted by District _____	4-3
<b>Article 5.0 Administration, Appeals and Enforcement</b> _____	<b>5-1</b>
Sec. 5.1 Specific Regulations for All Temporary Freestanding and Temporary Wall Signs _____	5-3
Sec. 5.2 Nameplate Signs _____	5-4
Sec. 5.3 Freestanding Signs _____	5-4
Sec. 5.4 Changeable Copy/Electronic Message Center Signs _____	5-4
Sec. 5.5 Wall Signs _____	5-5
Sec. 5.6 Marquee and Canopy Signs _____	5-6
Sec. 5.7 Under-Canopy Signs _____	5-7
Sec. 5.8 Awning Signs _____	5-7
Sec. 5.9 Projecting Signs _____	5-7
Sec. 5.10 Pedestrian-oriented Signs _____	5-8
Sec. 5.11 Window Signs _____	5-9
Sec. 5.12 Drive-In/Drive-Through Message Boards _____	5-9



# Table of Contents with Sections

<b>Article 6.0</b>	<b>Administration and Enforcement</b> _____	<b>6-1</b>
Sec. 6.1	Nonconforming Signs _____	6-3
Sec. 6.2	Maintenance of Signs _____	6-3
Sec. 6.3	Penalties _____	6-3
Sec. 5.4	Board of Appeals _____	6-4



# Table of Contents with Sections




(Intentionally Blank)



# How to Use This Ordinance

## 1. SYMBOLS AND USER NOTES

The following symbols are used throughout the Sign Ordinance:

-  indicates the term is defined in Article 2, Definitions. (Note: Not every defined term is designated with a  symbol. Consult Article 2, Definitions, for a list of all defined terms.)
-  indicates there is a graphic that illustrates the standard or requirement.

## 2. READING THE ORDINANCE


Rules have been established to assist with interpreting the ordinance. Below are some rules to keep in mind when reading this document:

- Sometimes there may be general and specific regulations that pertain to one particular aspect of site design. In such instances, the specific regulations must be followed.
- Discrepancies between text and an illustration (including its caption) may occur. In the case of such discrepancies, the text is considered the accurate source of information.
- The use of the word shall carries significant meaning. Shall regulations must be followed. Requirements that use the word may are discretionary, meaning that the requirement is at the discretion of the Planning Commission or Zoning Board of Appeals.
- Article 2, Definitions, contains many terms. If a term is not listed in this section, it will carry the meaning customarily assigned to it.
- Conjunctions are often used and must be read accurately:
  - AND indicates that all connected items, conditions, provisions or events shall apply.
  - OR indicates that the connected items, conditions, provisions or events may apply singly or in any combination. (OR may also be read “and/or”)
  - EITHER ... OR indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.

### Digital User Note:

#### What is a link?

A link allows for quick reference to a relevant section. By ‘clicking’ a link, the user is taken directly to a page in the Ordinance or another reference document. The user may return to the original page by clicking the ‘previous view’ button in Adobe Acrobat Reader.




 If you do not see the ‘previous view’ button on your Adobe Acrobat Reader screen, you can add it by turning on your ‘page navigation toolbar’. For assistance, refer to the ‘Help’ menu in your version of Acrobat Reader.

#### What information is linked?

All **blue text** is linked to either another page within the Ordinance, a separate City ordinance or document, or an external website.

In addition, several other features of the document are linked to allow users to navigate through the ordinance. Click on any of the following features to quickly locate another section:

  **Article tabs** located on the side of each page are linked to the Contents page of each Article.

   **Icons** located at the bottom of each page are linked to the ‘How to Use This Ordinance’ section, the main Table of Contents, and the Zoning Map



(Intentionally Blank)



# Chapter 66

## Article 1.0

### Purpose and Intent

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

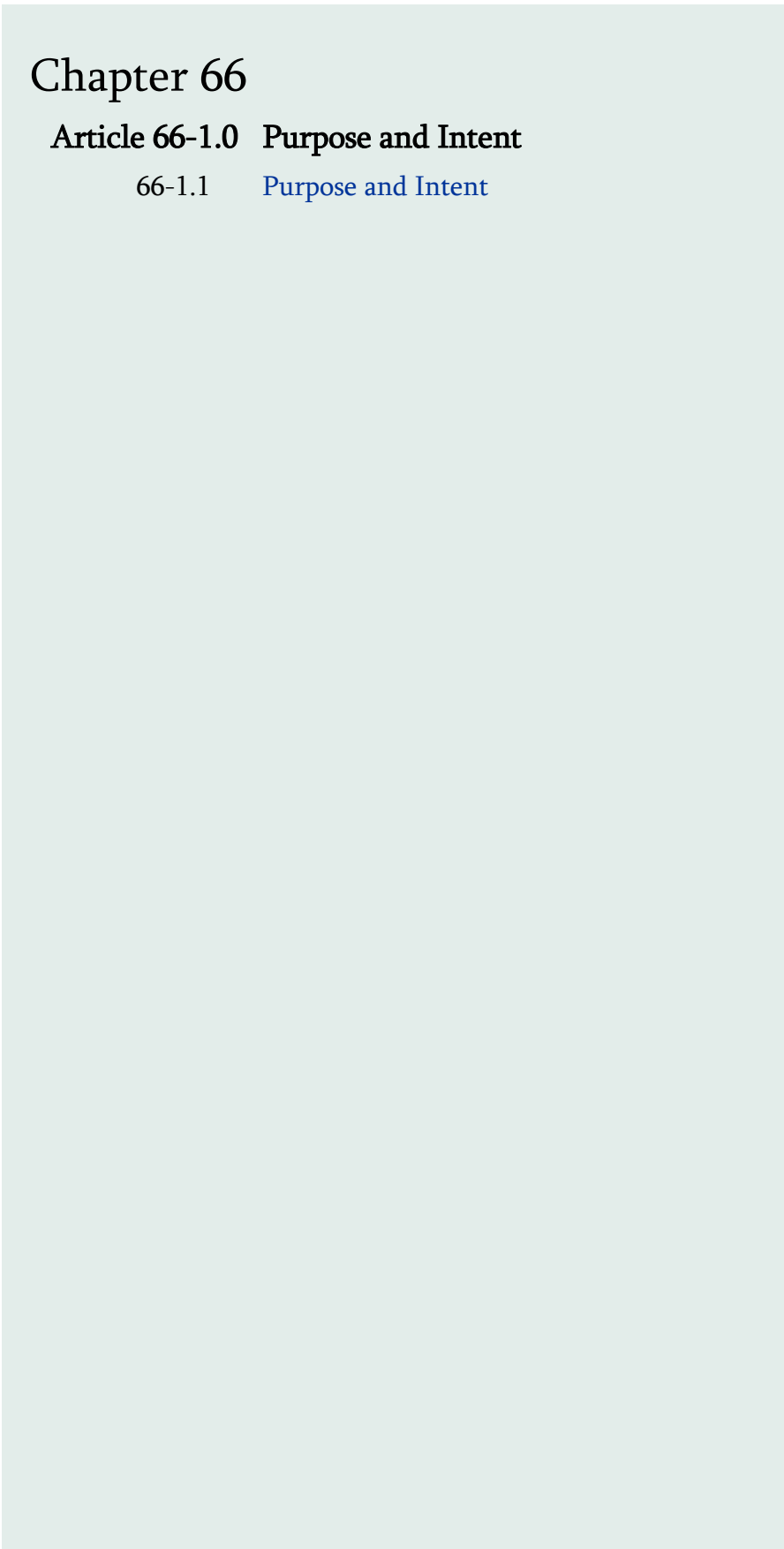
**6** Admin and Enforcement

Zoning Ordinance

# Chapter 66

## Article 66-1.0 Purpose and Intent

### 66-1.1 Purpose and Intent



# 66-1.0 Purpose and Intent

## 66-1.1 PURPOSE AND INTENT

- A. The regulations set forth in this chapter or set forth elsewhere in this code when referred to in this chapter, are the regulations for the control of all publicly visible signs, symbols and displays within the city.
- B. These regulations establish rules and standards for the construction, location, maintenance and removal of all signs except those exempted from regulation by this ordinance. Directional, emergency, or traffic-related signs owned by city, county, state or federal government agencies are not regulated by this section. The execution of these regulations recognizes that the purpose of this chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification and communication. In order that such purposes can be achieved, the following objectives shall be applied for this chapter and any future additions, deletions and amendments:
1. General. Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare.
  2. Public Safety. Protect public safety by prohibiting signs that 1) are structurally unsafe or poorly maintained; 2) cause unsafe traffic conditions because they unreasonably distract motorists, have similarities to official traffic signs or hinder vision; and 3) impede safe movement of pedestrians or safe ingress and egress from buildings or sites.
  3. Protect Aesthetic Quality of Districts and Neighborhoods. Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views. Prevent proliferation of signs in residential areas and eliminate abandoned signs and sign structures on unused properties. Also, avoid glare, light trespass, and skyglow through selection of proper fixture type(s) and location, lighting technology, and control of light levels. Additionally, reflect the character of unique districts as may be established by the City's Master Plan, other adopted plans or the zoning ordinance.
  4. Free Speech. Allow signs as a means of communication consistent with the constitutionally guaranteed right of free speech.
  5. Reduce Conflict. Reduce conflict among signs and light and between public and private information systems.
  6. Identification and Communication. Allow for reasonable signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
  7. Foster Economic Development. Ensure that signs are located in a manner that does not cause visual clutter, blight, and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the city.
  8. Recognize Unique Areas. Acknowledge the unique character of certain districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas.

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance

(Intentionally Blank)



# Chapter 66

## Article 2.0 Definitions

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



Purpose and Intent  
**1**

Definitions  
**2**

General Regulations  
**3**

Zoning District Regulations  
**4**

Specific Regulations  
**5**

Admin and Enforcement  
**6**

Zoning Ordinance

## Article 66-2.0 Definitions

### 66-2.1 Definitions

- Abandoned sign
- Accessory sign
- Administrator
- Animated sign
- Architectural blade
- Architectural projection
- Awning
- Awning or Canopy sign
- Background area
- Banner sign
- Billboard
- Building
- Building face or wall
- Building frontage
- Canopy
- Changeable message sign
- Comprehensive design plan
- Copy, permanent and temporary
- Digital sign
- Electrical sign
- Electronic sign
- Embellishment
- Erected
- Face of sign
- Flashing sign
- Freestanding sign
- Frontage
- Ground level
- Ground sign
- Illuminated sign
- Indexing
- Indirectly illuminated sign
- Individual letter sign
- Interior property line
- Lot
- Maintain
- Marquee
- Marquee sign
- Moving sign
- Nonconforming sign, legal
- Owner
- Parapet or parapet wall
- Pedestrian-oriented sign
- Pole sign
- Portable sign
- Premises
- Projecting sign
- Right-of-way
- Rear entry sign
- Roof sign
- Shopping center sign
- Sign
- Sign structure
- Sign, temporary
- Street
- Under-canopy sign
- Unlawful sign
- Use
- Wall sign
- Window sign



# 66-2.0 Definitions

## 66-2.1 DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. “**Shall**” means will or must. It indicates a mandatory requirement.

**Abandoned sign** means a sign erected at a premises which has been vacant for longer than 90 days.

**Administrator** means the city manager or designated representative.

**Architectural blade** means a roof sign or projecting sign with no legs or braces. Designed to look as though it could have been part of the building structure, rather than something suspended from or standing on the building.

**Architectural projection** means any projection not intended for occupancy which extends beyond the property line, not including signs, canopies or marquees.

**Awning** means a non-permanent roof-like structure supported by a frame that projects out from a façade over windows and doors. Awnings shall be made of canvas, glass, or metal and shall have straight sheds that are flat (perpendicular to the façade) or angled.

**Awning or Canopy sign** means either 1) a sign that is printed or painted on the drip edge of a straight shed awning above a business door or window; or 2) a **sign that** is comprised of individual letters that are attached to the top front edge of a flat awning or canopy above a business door or window.

**Background area** means the entire area of a sign on which copy could be placed, as opposed to the copy area.

**Banner sign** means a temporary sign composed of lightweight material either enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere.

**Billboard** means a freestanding sign that is larger than otherwise permitted in this ordinance.

**Building** means a structure, either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter or enclosure of persons, animals, chattels, or property of any kind.

**Building face or wall** means all window and wall area of a building in one plane or elevation.

**Building frontage** means the linear length of a building facing the right-of-way or the linear length of the right-of-way facing the building, whichever is smaller.

**Canopy** means a roof-like cover, supported from the ground or deck, floor or walls of a structure, for protection from the sun or weather.

**Changeable message sign** (manual or electronic/digital) means a sign that includes a message area

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

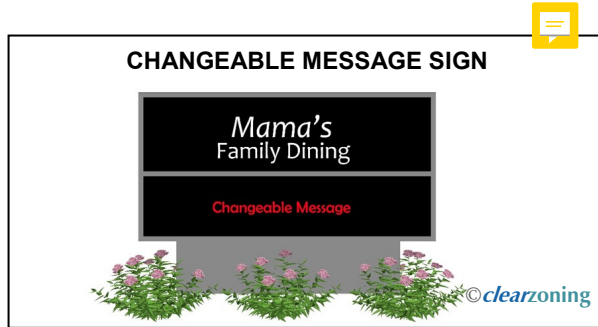
Zoning Ordinance



- 1 Purpose and Intent
- 2 Definitions
- 3 General Regulations
- 4 Zoning District Regulations
- 5 Specific Regulations
- 6 Admin and Enforcement
- Zoning Ordinance

that can be changed manually in the field, i.e., reader boards with changeable letters, or through electronic means.

**Comprehensive design plan** means building design and signs integrated into one architectural plan, the comprehensive plan being completed in all other building, structural and electrical requirements.



**Copy, permanent and temporary,** means the wording and messaging on a sign surface either in permanent or removable form.

**Digital sign** (see Electronic sign).

**Electronic sign** means a sign with a fixed or changeable display or message composed of a series of lights that may be changed through electronic means.

**Embellishment** means letters, figures, characters or representations in cut-outs or irregular forms or similar ornaments attached to or superimposed upon the sign.

**Erected** means attached, altered, built, constructed, reconstructed, enlarged or moved, and shall include the painting of wall signs, but does not include copy changes on any sign.

**Face of sign** means the entire area of sign on which copy could be placed.

**Flashing sign** means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of **reflection**, animation, or an externally-mounted intermittent light source.

**Freestanding sign** means a sign erected on a freestanding frame, base, mast or pole and not attached to any building (see also Ground sign and Pole sign). *✍*

**Frontage** means that portion of any property abutting a principal street; a corner lot and a through lot having frontage on both abutting streets.

**Ground level** means street grade.

**Ground sign** means a sign extending upward from



grade which is attached to a permanent foundation and contains a support structure or base that is at least 50 percent of the width of the primary sign structure.

**Illuminated sign** means any sign illuminated by any type of artificial light, whether by emission or reflection.

**Indexing** means turning and stopping action of the triangular vertical sections of a multiprism sign designed to show three messages in the same area.



**Individual letter sign** means any sign made of self-contained letters that are mounted on the face of a building, top of a parapet, roof edge of a building or on top of or below a marquee.

**Interior property line** means property lines other than those fronting on street, road or highway.

**Lot** means the contiguous land in the same ownership which is not divided by any public highway or alley, including any part thereof subject to any easement for any purpose other than a public highway or alley, but excluding any part thereof severed from another lot where the severance creates any nonconformity of use or structure.

**Maintain** means to permit a sign, structure or any part of each to continue or to repair or refurbish a sign, structure or any part of either.

**Marquee** means any permanent roof-like structure projecting above the entrance to a place of assembly, attached to and supported by the building and projecting beyond the wall of the building.

**Marquee sign** means any sign attached to, part of, or on a marquee. ↗



**Moving or animated sign** means a sign which, in whole or in part, moves or revolves from natural (wind) or man-made sources. A sign that uses lights or other reflective materials to depict movement or action is also a moving sign.

**Nonconforming sign, legal**, means any advertising structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of this chapter and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this chapter, or a nonconforming sign for which a special permit has been issued.

**Owner** means a person or entity recorded as such on official records and includes a duly authorized agent or notary, a purchaser, devisee, judiciary, or any person or entity having a vested or contingent interest in the property in question.

**Parapet or parapet wall** means that portion of a building wall that rises above the roof level.

**Pedestrian-oriented sign** means a sidewalk and sandwich board sign with an A-frame construction designed for placement on the sidewalk in front of the place of business by the owner of that business being advertised and is generally two-sided. ↗



1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance

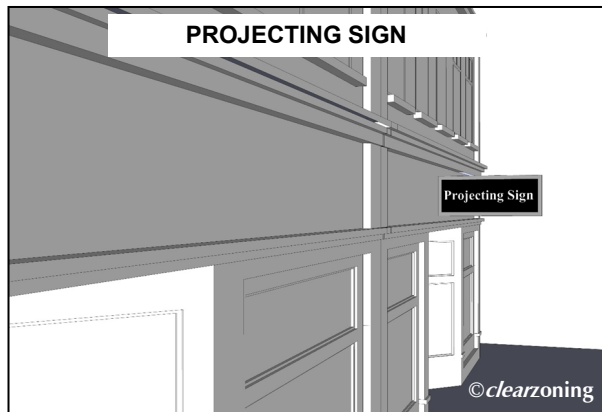
**Pole sign** means a sign erected on a freestanding frame, mast or pole and not attached to any building. ✎



**Portable sign** means any sign not permanently attached to the ground or a building.

**Premises** means an area of land with its appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

**Projecting sign** means a sign other than a wall sign, which is perpendicularly attached to, and projects from a structure or building wall not specifically designed to support the sign. ✎



**Right-of-way** means a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or storm sewer main, shade trees, or for another special public or quasi-public use. **Right-of-way also includes any area designated, owned, used or controlled by the City as right of way.**

**Rear entry sign** means a wall sign which is located near the rear entry door on a building.

**Roof sign** means any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

**Shopping center sign** means a sign identifying a building or group of buildings sharing a common privately-owned parking lot.

**Sign** means any identification, description, illustration, **structure, banner, placard, pennant, painting** or device, illuminated or nonilluminated, **of a permanent or temporary nature**, which is visible from any public place or is located on private property and exposed to the public and which directs attention ~~to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise;~~ **contains any words, phrases, logos or emblems, painting, banner, pennant, placard or temporary sign designed to draw attention to its contents** ~~advertise, identify~~ **information**, with the exception of ~~window displays and~~ national flags. For the purpose of removal, signs shall also include all sign structures.

**Sign structure** means any structure or its parts which supports, has supported or is necessary to the support of a sign, including decorative cover and frame.

**Sign, temporary**, means a sign which is not constructed or intended for long-term use or permanently affixed to the ground or a structure.



**Street** means any thoroughfare or way, other than a public alley, dedicated to the use of the public and open to public travel, whether designated as a road, avenue, highway, boulevard, drive, lane, circle, place, court, terrace, or any similar designations. **Under-canopy sign** means a sign suspended from the underside of a canopy.

**Unlawful sign** means a sign which contravenes this chapter or which the administrator may declare as unlawful if it becomes dangerous to public safety by reason of dilapidation or abandonment or a nonconforming sign **that is not legally nonconforming.** ~~for which a permit required under a previous code was not obtained.~~

**Temporary Sign** means means a sign that is not permanently affixed or mounted to the ground, building or structure, and does not require a building permit to be placed or installed, and is intended to convey information for a limited period of time not to exceed 30 days.

**Use** means the general purpose for which land, a building or structure may be designed, arranged, constructed or intended to be used, or for which land, a building or structure may be occupied under the terms and conditions of this chapter.

**Wall sign** means a sign attached to or erected against the wall of a building with the face in a parallel plane to the plane of the building wall or a mansard roof.

**Window sign** means a sign that is applied, painted, posted, displayed, or etched onto a glazed surface, regardless of opacity or perforation, including those placed or posted inside and located within twenty (20) feet of the window that are visible and legible from the exterior as determined by the Community Development Manager or authorized designee. ✍

The list is not exhaustive and should be supplemented by the latest edition of *Merriam-Webster Abridged Dictionary* for interpretations beyond those in this section.

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



1 Purpose and Intent

2 Definitions

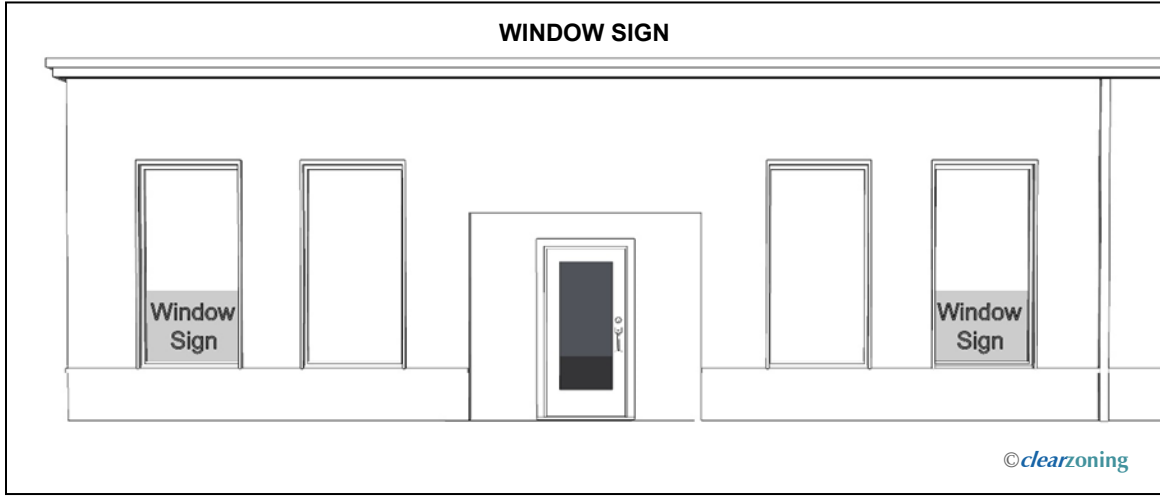
3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



# *Chapter 66*

## *Article 3.0*

### *General Regulations*

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



Purpose and Intent  
**1**

Definitions  
**2**

**3** General Regulations

Zoning District Regulations  
**4**

Specific Regulations  
**5**

Admin and Enforcement  
**6**

Zoning Ordinance

## Article 66-3.0 General Regulations

- 66-3.1 Sign Permits
- 66-3.2 Prohibited Signs
- 66-3.3 Measurement of Sign Area and Height
- 66-3.4 Clear Vision Triangle
- 66-3.5 Other Locational Standards
- 66-3.6 Illumination
- 66-3.7 Addresses
- 66-3.8 Substitution
- 66-3.9 Exempt Signs



# 66-3.0 General Regulations

## 66-3.1 SIGN PERMITS

- A. Signs Not Requiring a Permit. The following types of signs shall not require a sign permit. They are, however, subject to all other provisions of this chapter.
1. Up to four (4) internal pole or ground signs not exceeding four square feet in area or four feet in height provided they are setback at least thirty (30) feet from any property line.
  2. Freestanding temporary signs under 12 square feet in area.
  3. The flags, emblems or insignia of any nation, political subdivision, or corporation.
  4. Governmental signs for control of traffic and other regulatory purposes including street signs, danger signs, railroad crossing signs, signs of public service companies indicating danger, and aids to service or safety which are erected by or on the order of, a public officer in the performance of his or her public duty.
  5. Address numbers and wall signs not exceeding two square feet in area for each residential building.
  6. Memorial signs when cut or inlaid into a building's façade or when constructed of bronze or other incombustible material.
  7. Signs required or specifically authorized for a public purpose by any law, statute or ordinance; which may be of any type, number, area, height above grade, location, illumination, or animation, required by the law, statute or ordinance under which the signs are erected.
  8. Signs warning the public of the existence of danger, but containing no advertising material, of a size as may be necessary, to be removed upon subsidence of danger.
  9. Window Signs.
  10. Temporary signs in single-family residential districts and temporary signs in other districts under 3 square feet in area as permitted in Section 5.1 unless otherwise specified.
- B. Signs Requiring a Permit. Unless exempted by subsection A above, a sign permit shall be required for all of the following sign types any time a new sign is proposed, or any time an existing sign is structurally changed, relocated, or changed in area or height.
1. Pole Signs
  2. Ground Signs
  3. Projecting Signs
  4. Wall Signs
  5. Changeable Copy Signs, including Electronic Message Centers
  6. Marquee Signs
  7. Canopy Signs
  8. Under-Canopy Signs
  9. Awning Signs
  10. Pedestrian-oriented Signs
  11. Temporary signs over 3 square feet in area in all non-single-family residential districts.
- C. Exempt Actions. The following operations shall not be considered as creating a sign insofar as requiring the issuance of a permit, but the signs must be in conformance with all other building, structural, and electrical laws and regulations of the city:
1. Changing of the advertising copy or message on an existing changeable copy sign or a similar approved sign whether electrical, illuminated, electronic changing message center or nonilluminated painted message which are all specifically designed for the use of replaceable copy.
  2. Painting, repainting, cleaning or other normal maintenance and repair of a sign not involving structural changes. Replacement of the plastic face will be included as an exempt operation provided that it is due to a change caused by breakage and/or deterioration of the face
  3. Changes in the content of window signs displays and permitted temporary signs.
- D. Application or Permit. Application for a permit under this article shall be made to the

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



administrator upon a form provided by the administrator and shall be accompanied by such information as may be required to assure compliance with all appropriate laws and regulations of the city including:

1. Name and address of owner of the sign.
2. Name and address of owner or the person in possession of the premises where the sign is located or to be located.
3. Clear and legible drawings with description definitely showing location of the sign which is the subject of the permit and all other existing signs for which construction requires permits, when such signs are on the same premises.
4. Drawings showing the dimensions, construction supports, sizes, electrical wiring and components, materials of the sign and method of attachment and character of structural members to which attachment is to be made. The design, quality, materials and loading shall conform to the requirements of the Building Officials' and Code Administrators' Code (BOCA), as amended. If required by the administrator, engineering data shall be supplied on plans submitted certified by a duly licensed engineer or architect.
5. All illuminated signs must have an Underwriters' Laboratory (UL) label or be certified electrically safe by a licensed electrician.
6. Before any manufacturer can engage in the manufacturing of an illuminated sign, they must demonstrate the ability to meet the Underwriters' Laboratory (UL) illuminated signs specification, or some similar electrical labeling requirement.
7. Application for permits under this article shall be filed with the city administrator. Upon approval of the permit by the administrator, the applicant shall pay the permit fee as specified by the city council. In addition, when any sign is erected, placed, installed or otherwise established on any property prior to obtaining permits as required by this section, the fee specified under this article shall be doubled but the payment of such double fee shall not relieve any person from complying with other provisions of this section or from penalties prescribed in this chapter.

E. Granting and Issuance of Permit.

1. The administrator shall issue a permit for a sign within the city when an application therefor has been properly made and the sign complies with all appropriate laws and regulations of the city.
2. The administrator may, in writing, suspend or revoke a permit under provisions of this section whenever the permit is issued on the basis of a misstatement of fact or fraud. When a sign permit is denied by the administrator, he shall give written notice of the denial to the applicant, together with a brief written statement of the reasons for the denial.
3. No permit for a sign issued under this article shall be deemed to constitute permission or authorization to maintain an unlawful sign nor shall any permit issued hereunder constitute a defense in an action to abate an unlawful sign.
4. Every sign permit issued by the administrator shall become null and void if sign is not ready for final inspection within 180 days from the date of such permit.
5. Whenever there is a change in the sign user or owner of the property on which the sign is located, the new sign user or owner shall forthwith notify the administrator of this change.
6. Indemnification for sign installation and maintenance. As a condition to the issuance of the permit required by this article, all persons engaged in the business of installing or maintaining signs which involves, in whole or part, the erection, alteration, relocation and maintenance of a sign or other sign work in or over or immediately adjacent to a public right-of-way or public property is used or encroached upon by the sign installer, shall agree to hold harmless and indemnify the city, its officers, agents, and employees, from any and all claims of negligence resulting from the erection, alteration, relocation and maintenance of a sign or other sign work insofar as this chapter has not specifically directed the placement of a sign.



7. Insurance. Every applicant for a permit under this article shall, before such permit is granted, file with the city or state, a satisfactory certificate of insurance to indemnify the city or state, town or municipality against any form of liability to a minimum of \$300,000.00, or shall be responsible through any agent or subcontractor. The insurance shall be maintained in full force and effect during the term of the business permit and such insurance policy or certificate shall provide that the city be notified of any cancellation of the insurance ten days prior to the date of cancellation. **This section applies only for those signs for which indemnity is required under subsection E. 6. of this Section.**
8. Federal or state licenses and/or permits. Federal or state licenses and/or permits, as applicable, are required. Any sign company seeking to erect, construct, enlarge, alter, repair, move, improve, maintain, convert or manufacture any sign shall demonstrate and register with the city a statement that they have all the necessary licenses and/or permits from all other governmental agencies applicable, or shall be represented by a duly licensed agent or subcontractor.
9. Permission to install. No person shall erect, construct or maintain any sign upon any property or building without the consent of the owner or person entitled to possession of the property or building if any, or their authorized representatives.

F. Inspection.

1. The person erecting, altering or relocating a sign shall notify the administrator upon completion of the work for which permits are required. These signs are subject to final inspection.
  - a. Inspections. All freestanding signs are subject to a footing inspection and all signs to a final inspection by the administrator.
  - b. Sign permit renewal and certification.
    - i. All presently erected signs shall be inspected. Every two years thereafter signs which encroach into the public right-of-way shall be reinspected to determine that the sign has been maintained in such a manner as to ensure that the sign is in a safely maintained condition as to the electrical, structural and material specifications of this chapter, and shall be tagged on behalf of or by the permit holder to certify that his or her sign complies with this chapter.
    - ii. Any sign for which the two-year inspection permit has not been secured and the sign duly tagged with the date of the appropriate month shall be removed at the owner's expense after 30 days from written notification. The written notification shall come from the administrator.
    - iii. All signs shall bear a suitable label provided by the administrator which identifies the permit number under which the sign was constructed.

1	Purpose and Intent
2	Definitions
3	General Regulations
4	Zoning District Regulations
5	Specific Regulations
6	Admin and Enforcement
	Zoning Ordinance




1	Purpose and Intent
2	Definitions
3	General Regulations
4	Zoning District Regulations
5	Specific Regulations
6	Admin and Enforcement
	Zoning Ordinance

- iv. The biennial tag for the certification that the sign is in a safe condition as to its material, electrical and structural application shall be issued in two alternative methods:
  - a) A licensed sign company shall duly certify and file with the city that the sign meets as nearly as possible all of the structural, electrical and material specifications set out in this chapter or the laws or regulations of the city; or
  - b) Alternatively, the city shall send out an inspector and the inspector shall verify that the sign is in a safe condition with respect to its physical characteristics. The administrator shall charge an hourly rate for such inspection of signs as determined by council.
- 2. Any sign owned, kept, displayed or maintained by any person within the city, the ownership keeping a display which is unlawful pursuant to the provisions of this chapter, is hereby declared to be in violation of this chapter. The administrator may declare a sign to be unlawful, and such declaration shall state in writing the reason or reasons why such sign and the keeping, owning, maintenance, construction, and display or operation thereof, is unlawful under the terms of this chapter.

## 66-3.2 PROHIBITED SIGNS

The following types of signs are expressly prohibited in all districts, except as otherwise provided by this chapter:

- A. Moving signs, except as follows:
  - 1. Changeable copy signs as regulated herein.
  - 2. Indexing signs.
- B. The tacking, pasting or otherwise affixing of signs on trees, poles, posts, fences or other structure is prohibited.
- C. ~~Flags other than those of any nation, state, or political subdivision or corporation flag are prohibited.~~
- D. Portable or wheeled signs are prohibited **including** Any sign on a motor vehicle or trailer which is parked so as to be visible from a public right-of-way ~~outside of business hours for the primary purpose of advertising a business or product or service of a business located on the premises where such vehicle is parked.~~
- E. Signs which bear or contain statements, words or pictures of an obscene, pornographic, immoral character, or which contain advertising matter which is untruthful.
- F. Signs which emit audible sound, odor, or visible matters.
- G. Signs which imitate, resemble, purport to be, or may be confused with an official traffic sign or signal or emergency vehicle lights.
- H. Signs painted on buildings.
  - I. Roof signs.
  - J. Abandoned signs.
- K. Signs that are not expressly permitted are prohibited.
- L. Any sign **placed or** erected on or projecting into the public right-of-way **is prohibited** except for pedestrian **oriented**  **frame** signs and other signs expressly permitted in the right-of-way in this ordinance. The city may remove and destroy or otherwise dispose of, without notice to any person, any sign which is **placed within or** erected on the public right-of-way in violation of this subsection. **Governmental signs not subject to a permit under 66-3.1 A. 4. are permitted in the public right of way when placed by a public officer in the performance of their public duty.**



**66-3.3 MEASUREMENT OF SIGN AREA AND HEIGHT**

The area and height of signs shall be measured as follows:

- A. The area of a sign shall be measured within a single, continuous rectilinear perimeter that encloses the extreme limits of the message, together with any frame or other material or color forming an integral part of the display, message, drawing, or similar device, or used to differentiate same, regardless of opacity, from the background against which it is placed, excluding the necessary supports, braces and/or uprights of the sign. For signs consisting of individual letters, figures, or symbols applied directly onto a building or structure, the sign area shall be that area enclosed within the smallest rectangular figure needed to completely encompass all letters, figures, or symbols.
- B. Where a sign has two sides, placed back to back, one face only is used to calculate the area. Where the sizes of the two sides differ, the larger face will be counted.

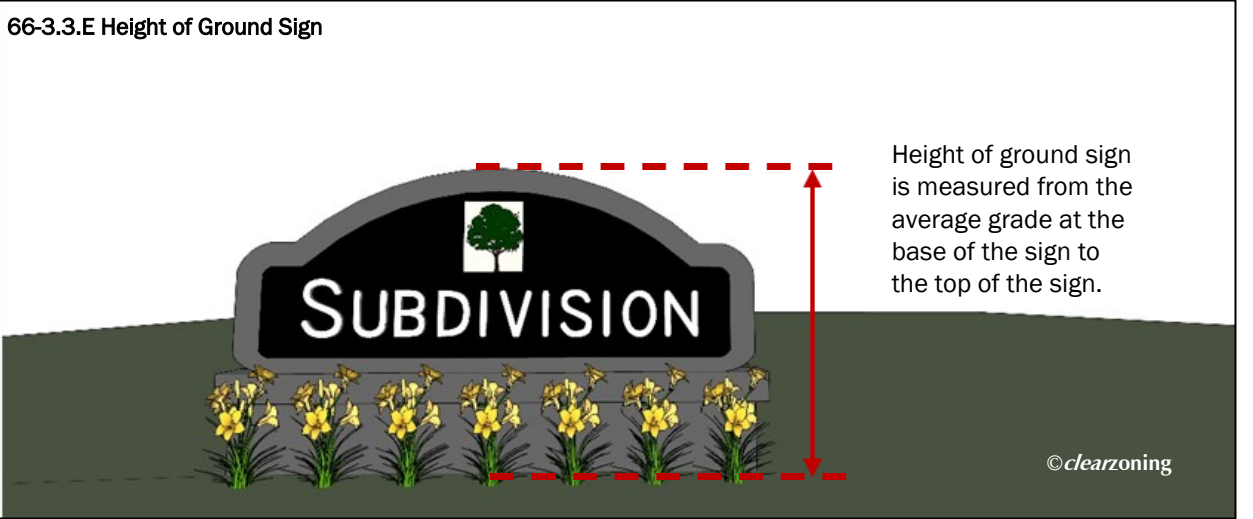
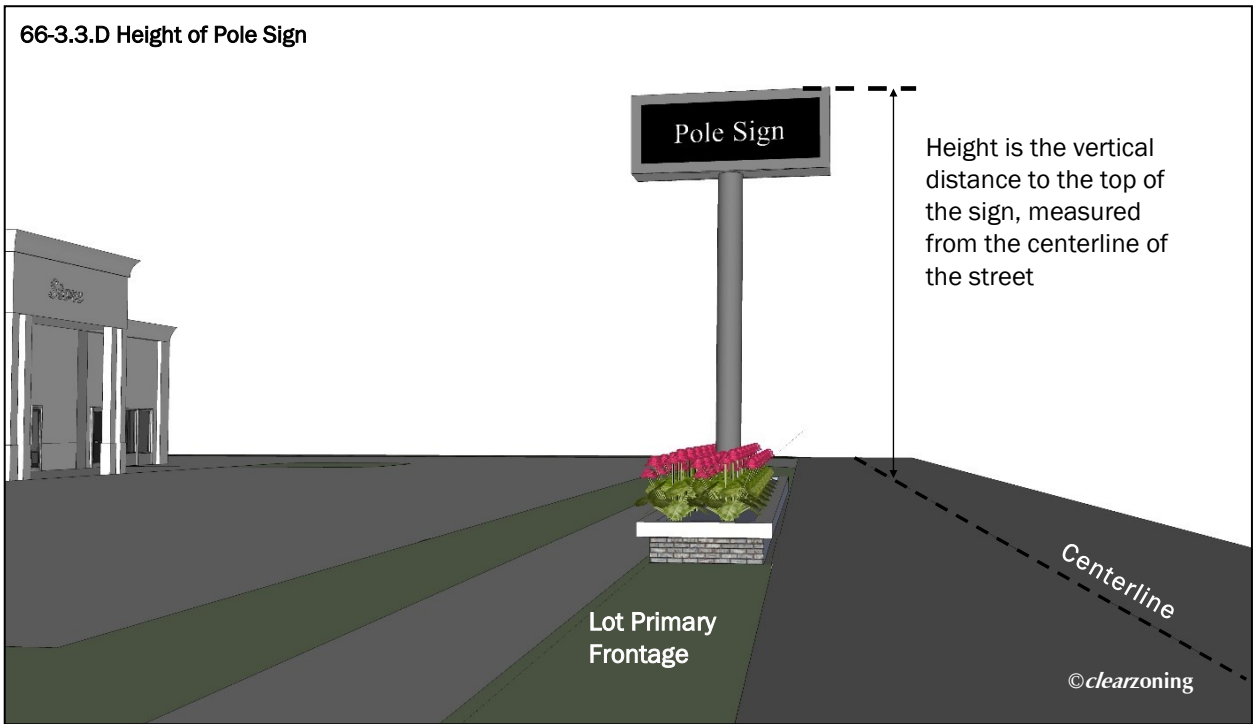
- C. The necessary uprights, backgrounds or structures used to support or serve as a design feature of a freestanding sign shall be excluded from the calculation of sign area, provided that the surface is not, by definition, a sign and provided further that the area of the support structure / design feature is not more than two (2) times the area of the sign being supported. If the background and support structures are illuminated and are not black or other neutral earth tone color, the area of background and support structures shall be counted towards the total sign area. ✍
- D. The height of a pole sign shall be the vertical distance to the top of the sign, measured from the centerline of the street on which the lot has primary frontage. ✍
- E. The height of a ground sign shall be measured from the average grade at the base of the sign to the top of the sign. ✍

**66-3.3.C Maximum Area of Monument Sign Support Structure**



- 1** Purpose and Intent
- 2** Definitions
- 3** General Regulations
- 4** Zoning District Regulations
- 5** Specific Regulations
- 6** Admin and Enforcement
- Zoning Ordinance

- 1 Purpose and Intent
- 2 Definitions
- 3 General Regulations
- 4 Zoning District Regulations
- 5 Specific Regulations
- 6 Admin and Enforcement
- Zoning Ordinance



### 66-3.4 CLEAR VISION TRIANGLE

No sign shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision or at any location where, by reason of the position, shape or color it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "Stop," "Look," "Danger" or any word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic. At street intersections no signs, other than municipal traffic control signs, shall be located within eight feet of the ground surface in the triangle formed by the property lines paralleling the streets and extending for a distance of 25 feet each way from the intersection of the right-of-way lines at the corner lot. No sign, signal, marking, device, blinking, oscillating, or rotating light or lights shall be erected adjacent to any public right-of-way so as to create a traffic hazard.

### 66-3.5 OTHER LOCATIONAL STANDARDS

- A. No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.
- B. No sign in any district shall be erected or placed in the public right-of-way except as may otherwise be expressly authorized by this chapter. The city retains the right to remove any signs found to be in violation of this section. The owner of any sign which has been removed from the right-of-way in violation of this provision shall pay to the city a sum as specified in the city fee schedule for reimbursement of the costs of removing such sign before recovering such sign. If any sign is not claimed within 30 days, it shall be destroyed.
- C. No sign shall be permitted to be placed on any curb, sidewalk, post, pole, electrolier, hydrant, bridge, tree or other surface located on public property or over or across any street or public thoroughfare except as may otherwise expressly be authorized by this chapter.
- D. Signs placed flat against the wall of a building shall not exceed the height of that wall.
- E. Signs shall not be located on any fence or wall that is not part of a building.

### 66-3.6 ILLUMINATION

- A. Illuminated signs shall not be of the flashing or intermittent type, in whole or in part. No sign shall be permitted which is animated by means of animated, flashing, scintillating, blinking, traveling lights, intermittent or moving lights.
- B. The source of illumination may be internal or external. The source of the light shall not be exposed except for lighting that is integral for the use of an electronic sign, as regulated in Section 66-5.4.
- C. External sources of illumination shall be stationary, shielded and directed to prevent glare onto public rights-of-way or neighboring properties.
- D. No sign shall be illuminated in such a manner as to interfere with, mislead or confuse traffic.
- E. Reflectors, lights and other forms of illumination shall be permitted on ground, pole or wall signs only, subject to the other requirements of this Section. .

### 66-3.7 ADDRESSES

Addresses shall be visible and legible from the public right-of-way.

### 66-3.8 SUBSTITUTION

Nothing in this ordinance shall be construed to prohibit non-commercial messages on signs that are otherwise allowed herein.

### 66-3.9 EXEMPT SIGNS

Signs not visible from the public right-of-way or neighboring properties and traffic safety signs meeting the standards of the Uniform Manual on Traffic Control Devices are exempt from this ordinance.

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



Zoning Ordinance

6 Admin and Enforcement

5 Specific Regulations

4 Zoning District Regulations

3 General Regulations

2 Definitions

1 Purpose and Intent



# *Chapter 66*

## *Article 4.0*

### *Zoning District Regulations*

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

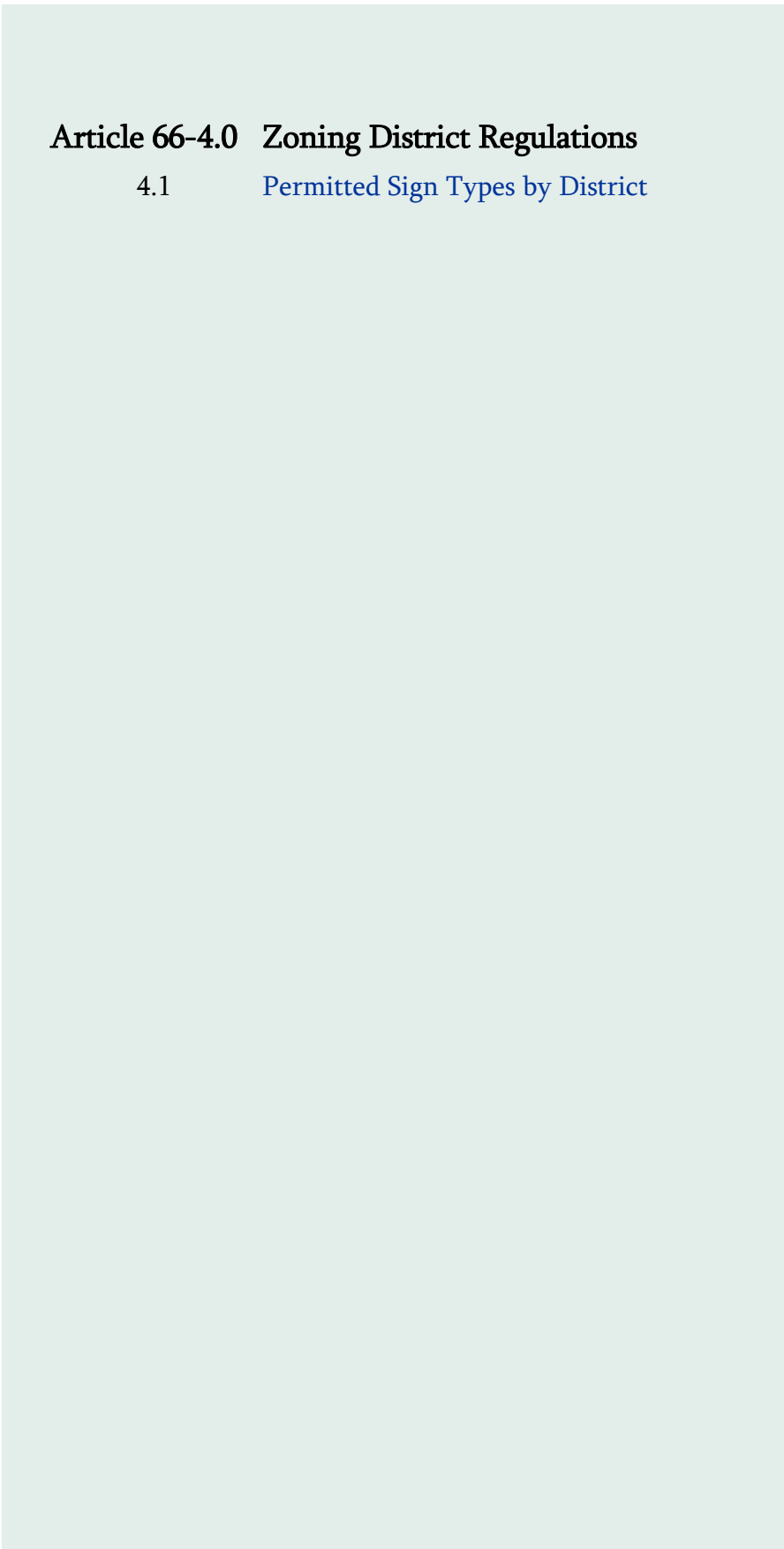
5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance

## Article 66-4.0 Zoning District Regulations

### 4.1 Permitted Sign Types by District



# 66-4.0 Zoning District Regulations

## 66-4.1 PERMITTED SIGN TYPES BY DISTRICT

Table 66-4.1 Permitted Sign Types by District				
A. Single-Family Residential Districts (A-1, A-2, R-1)				
Sign Type	Location	Max. Display Area	Max Height	Number
Single-Family Home Wall Sign*	Ground floor front façade	1 square foot	Locate on ground floor	1
Single-Family Subdivision Ground Sign	Greater than 2 feet from right-of-way, unless placed in a center island of a subdivision entrance, subject to approval from the appropriate road agency.	18 square feet	6 feet	1
Permitted Non-Residential Use Ground Sign	Greater than 2 feet from right-of-way	18 square feet	6 feet	1
Permitted Non-Residential Use Wall Sign	Front façade	6 square feet	Below eave or roofline	1

\*Permit not required for residential wall sign

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



- 1 Purpose and Intent
- 2 Definitions
- 3 General Regulations
- 4 Zoning District Regulations
- 5 Specific Regulations
- 6 Admin and Enforcement
- Zoning Ordinance

Table 66-4.1 Permitted Sign Types by District (Continued)				
B. Multiple-Family Residential Districts (R-4 and R-5)				
Sign Type	Location	Max. Display Area	Max Height	Number
Single-Family Home Wall Sign*	Ground floor front façade	1 square foot	Locate on ground floor	1
Multiple-Family Wall sign for multiple family unit with exterior entrance*	Ground floor front façade, within 5 feet of entry	1 square foot	Locate on ground floor	1
Multiple-Family Complex Ground Sign	Greater than 2 feet from right-of-way	24 square feet in the R-4 district; up to 32 square feet in the R-5 district	4 feet	1
Multiple-Family Complex Wall Sign in the R-5 district.	One façade, provided that if illuminated, such sign shall not face a residential district.	32 square feet, plus 1 square foot per linear foot of building over 50 feet, up to 132 square feet	May not extend above top of wall	1
Permitted Non-Residential Use Ground Sign	Greater than 2 feet from right-of-way	18 square feet	6 feet	1
Permitted Non-Residential Use Wall Sign	Primary Façade	12 square feet	Below eave or roofline	1
*Permit not required for single-family home wall sign or multiple-family wall sign				



Table 66-4.1 Permitted Sign Types by District (Continued)				
C. Community Shopping Center District (C-1)				
Sign Type	Location	Max. Display Area	Max Height	Number
Pole Sign**	May extend to nearest edge of right-of-way*	60 square feet	20 feet above the centerline of the nearest roadway	1**
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )**	Greater than 2 feet from right-of-way	60 square feet	6 feet	1**
Wall/Canopy/Marquee Sign	Primary façade	32 square feet, plus 1 square foot per linear foot of building frontage over 50 feet, up to 132 square feet	May not extend above top of wall	N/A
Secondary Wall/Canopy/Marquee Sign***	Secondary façade facing public right-of-way	50% of primary sign	May not extend above top of wall	N/A
Awning Sign	Awning	Sum of awning sign and wall sign may not exceed permitted wall sign maximum	--	1 per awning
* 8 feet of clearance required ** See <a href="#">Section 66-5.3</a>				



1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance

Table 66-4.1 Permitted Sign Types by District (Continued)				
D. General Business (C-2) and Limited Intensity Business/Office (C-4) Districts				
Sign Type	Location	Max. Display Area	Max Height	Number
Pole Sign**	May extend to nearest edge of right-of-way*	40 square feet	20 feet above the centerline of the nearest roadway or height of principal building, whichever is less	1**
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )**	Greater than 2 feet from right-of-way	40 square feet	6 feet	1**
Wall Sign	Primary façade	50 square feet, plus 1 square foot per linear foot of building frontage over 50 feet, up to 100 square feet	May not extend above top of wall	1
Secondary Wall Sign	Secondary façade facing public right-of-way	50% of primary sign	May not extend above top of wall	1
Projecting Sign***	Primary façade (no closer than 1 foot to right-of-way; min 20 feet from any other projecting sign)	20 square feet	Flat or sloping roof: height of roof covering more than 50% of building Hip/gable/mansard/curved roof: three feet above eave*	1
Canopy Sign	Primary façade	1 square foot per 1 foot of storefront, up to 20 square feet	3 feet above canopy	1
Under-Canopy Sign*	Within 15 feet of entry	15 square feet	--	1 per storefront
Awning Sign	Awning	Sum of awning sign and wall sign may not exceed wall sign maximum	--	1 per awning

\* 8 feet of clearance required  
 \*\* See [Section 66-5.3](#)  
 \*\*\* Not permitted if a wall sign is present



<b>1</b>	Purpose and Intent
<b>2</b>	Definitions
<b>3</b>	General Regulations
<b>4</b>	Zoning District Regulations
<b>5</b>	Specific Regulations
<b>6</b>	Admin and Enforcement
	Zoning Ordinance

Table 66-4.1 Permitted Sign Types by District (Continued)				
E. Limited Business District (C-3)				
Sign Type	Location	Max. Display Area	Max Height	Number
Residential Uses Single-Family Home Wall Sign*	Ground floor, primary façade	2 square feet	Ground floor	1 per unit with exterior entry
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )	Greater than 2 feet from right-of-way	24 square feet	6 feet	1**
Wall Sign	Primary façade	24 square feet	Vertical dimension may not exceed 4 feet	1
* Permit not required for single-family home wall sign				
** A ground sign is not permitted if a wall sign is present				
F. Office Service District (O-S)				
Sign Type	Location	Max. Display Area	Max Height	Number
Tenant Wall Sign*	Within ten feet of entrance	2 square feet per tenant unit	Ground floor	1 per tenant
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )**	Greater than 2 feet from right-of-way	24 square feet	6 feet	1*
Wall Sign	Primary façade	40 square feet	Vertical dimension may not exceed 4 feet	1
Interior Ground Sign (such as a directory)***	Greater than 25 feet from right-of-way	24 square feet	6 feet	1
* Permit not required for tenant wall sign				
** A ground sign is not permitted if a wall sign is present				
*** Permitted when two or more buildings share a parking lot				



- 1 Purpose and Intent
- 2 Definitions
- 3 General Regulations
- 4 Zoning District Regulations
- 5 Specific Regulations
- 6 Admin and Enforcement
- Zoning Ordinance

Table 66-4.1 Permitted Sign Types by District (Continued)				
G. Industrial and Office-Research Districts (O-R, I-A, I-B, LIP, RM)				
Sign Type	Location	Max. Display Area	Max Height	Number
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )**	Greater than 2 feet from right-of-way	50 square feet	6 feet	1**
Wall Sign	Primary façade	30 square feet, plus 1 square foot per linear foot of building frontage over 50 feet, up to 100 square feet	May not extend above top of wall	1 per tenant space
Secondary Wall Sign	Secondary façade facing a public right-of-way	50% of primary wall sign	May not extend above top of wall	1 per tenant space
* See <a href="#">Section 66-5.3</a>				
H. Residential Transition District (R-T)				
Sign Type	Location	Max. Display Area	Max Height	Number
Tenant Wall Sign*	Within ten feet of entrance	2 square feet per tenant unit	Ground floor	1 per tenant
Ground Sign	Greater than 4 feet from right-of-way	20 square feet	5 feet	1*
Wall Sign	Primary façade	20 square feet	May not extend above top of wall	1
* Permit not required for tenant wall sign				
** A ground sign is not permitted if a wall sign is present				



<b>1</b>	Purpose and Intent
<b>2</b>	Definitions
<b>3</b>	General Regulations
<b>4</b>	Zoning District Regulations
<b>5</b>	Specific Regulations
<b>6</b>	Admin and Enforcement
	Zoning Ordinance

Table 66-4.1 Permitted Sign Types by District (Continued)				
I. Downtown Business District (DBD)				
Sign Type	Location	Max. Display Area	Max Height	Number
Ground Sign (may include changeable/electronic area per <a href="#">Section 66-5.4</a> )	Greater than 2 feet from right-of-way	40 square feet	6 feet	1
Wall Sign*	Primary façade	50 square feet, plus 1 square foot per linear foot of building frontage over 50 feet, up to 100 square feet	May not extend above top of wall	1
Secondary Wall Sign	Secondary façade facing a public right-of-way	50% of primary wall sign area	May not extend above top of wall	1
Rear Entry Wall Sign	Rear façade at rear entryway	6 square feet	Ground floor	1
Projecting Sign*,**	Primary façade (may extend up to 48 inches into right-of-way above sidewalk)	20 square feet	--	1
Canopy Sign*	Primary façade	50 square feet, plus 1 square foot per linear foot of storefront over 50 feet, up to 100 square feet	Height of ground floor	1
Under-Canopy Sign	Within 15 feet of entry	15 square feet	--	1 per storefront
Marquee Sign*,***	May extend up to 48 inches into right-of-way above sidewalk	1.5 square feet per linear frontage of storefront	Height of ground floor	1 per street frontage
Pedestrian-oriented Sign	On sidewalk, adjacent to building (when parking present), or curbside (when no parking is present)	8 square feet per side	4 feet	1
<p>* The combined area of all wall, canopy, marquee, and projecting signs shall not exceed the maximum permitted wall sign area</p> <p>** 8 feet of clearance required</p> <p>*** Permitted only for <b>places of assembly</b></p>				



**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance

(Intentionally Blank)



# *Chapter 66*

## *Article 5.0*

### *Specific Regulations*

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



Purpose and Intent  
**1**

Definitions  
**2**

General Regulations  
**3**

Zoning District Regulations  
**4**

**5** Specific Regulations

Admin and Enforcement  
**6**

Zoning Ordinance

## Article 66-5.0 Specific Regulations

66-5.1 Specific Regulations for All Temporary Freestanding and Temporary Wall Signs

66-5.2 Nameplate Signs

66-5.3 Freestanding Signs

66-5.4 Changeable Copy/Electronic Message Center Signs

66-5.5 Wall Signs

66-5.6 Marquee and Canopy Signs

66-5.7 Under-Canopy Signs

66-5.8 Awning Signs

66-5.9 Projecting Signs

66-5.10 Pedestrian-oriented Signs

66-5.11 Window Signs

66-5.12 Drive-In/Drive-Through Message Boards



# 66-5.0 Specific Regulations

## 66-5.1 SPECIFIC REGULATIONS FOR ALL TEMPORARY FREESTANDING AND TEMPORARY WALL SIGNS

Temporary signs shall be permitted as follows.

- A. **Temporary wall sign duration.** The display period for temporary wall signs shall be limited to a total of twenty-eight (28) days per calendar year. Such signs shall not be displayed for any continuous period greater than fourteen (14) days. After this time expires, the sign shall be removed.
  - B. **Freestanding temporary sign setback.** Freestanding temporary signs shall be set back five feet from all property lines.
  - C. **Freestanding temporary sign duration.**
    1. The maximum display time for freestanding temporary signs is 65 days. After this time expires, the sign shall be removed. Once the temporary sign is removed, there shall be a gap of at least thirty (30) days between display of the same temporary sign on the same zoning lot.
    2. Notwithstanding the above, 3 square feet of temporary freestanding or temporary wall sign area is allowed on each zoning lot at any time and without expiration of display time. The area of this sign is counted towards the area maximum in Table 66-5.1.
3. When all or a portion of a building or land area on a zoning lot is listed or advertised for sale or lease, the maximum display time for temporary signs **on the building or land area** shall be the duration the building, building unit or land is listed or advertised for sale or lease. Once a building unit is leased or sold, the sign shall be removed. In all cases, the sign area limits in Table 5.1 apply.
  4. When all or a portion of a building or land area on a zoning lot is under active construction, the maximum display time of freestanding temporary signs and temporary signs mounted on buildings shall be between the issuance of a building permit and certificate of occupancy,
    - A. **Temporary sign construction.** Temporary signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.
    - B. Temporary signs shall be subject to the maintenance standards of this section.
    - C. Temporary pedestrian-oriented signs are regulated separately in [Section 66-5.10](#).

66-5.1 Maximum size, maximum height, and permitted type of temporary signs

Use	Permitted Types	Maximum Area of All Temporary Signs	Maximum Area of Any Individual Sign	Maximum Height (Freestanding)
Single Family Residential	Freestanding	12 square feet	6 square feet	4 feet
	Wall	6 square feet	6 square feet	
Multiple Family Residential	Freestanding	32 square feet	32 square feet	6 feet
Non-Residential Uses in A-1, A-2, R-1, R-4, C-3, R-T districts	Freestanding	40 square feet	32 square feet	6 feet
	Wall	20 square feet	20 square feet	
Non-Residential Uses in all other districts	Freestanding	64 square feet	20 square feet	6 feet
	Wall	32 square feet	32 square feet	

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



**66-5.2 NAMEPLATE SIGNS**

Nameplate signs shall be placed flat against a building or designed as part of an architectural feature thereof, except that signs may be freestanding if they do not exceed a height of four feet or project into any required building setback area.

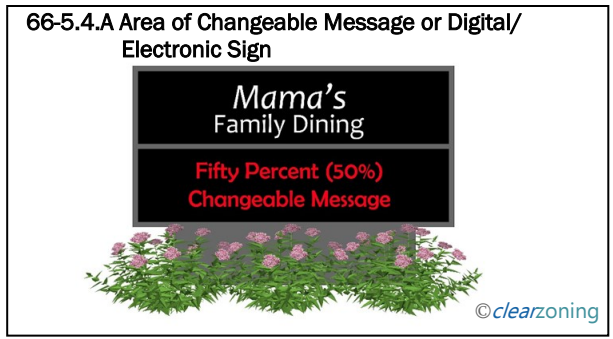
**66-5.3 FREESTANDING SIGNS**

- A. The sign structure of a freestanding sign may extend above the maximum allowable height of the sign for embellishment purposes. Under no circumstances, however, may such extension exceed 20 percent of the maximum allowable height for the sign or one and one half feet, whichever is less. Such embellishment shall not include thereon any **word, phrase, letter,** symbol, representation, logogram, insignia, illustration, or other form of message, nor shall it be illuminated in any manner.
- B. Not more than one freestanding sign may be erected on any lot regardless of the number of parties, tenants or uses contained therein, except that a lot may have two freestanding signs when any of the following conditions apply:
  - 1. The lot that abuts three or more streets
  - 2. The lot abuts one street and a limited access highway,
  - 3. The lot has 200 or more feet of frontage on one street
- C. A pole sign may stand no higher than the building it represents or 20 feet above the level of the street upon which the sign faces, whichever is less. The level of the street shall be measured at the centerline. A pole sign may extend to the nearest edge of a public right-of-way, provided the lower edge thereof is eight feet or more above the ground level.
- D. Ground Signs shall be located greater than two (2) feet from the edge of the public right-of-way and shall meet the clear vision triangle standards of [Section 66-3.4](#).

**66-5.4 CHANGEABLE COPY/ELECTRONIC MESSAGE CENTER SIGNS**

Changeable copy/electronic message center signs are permitted to occupy a portion of the permitted sign area of ground signs and menu board signs as follows:

- A. Area of changeable message sign or digital/electronic sign shall not exceed 50 percent of the total allowable area of the ground sign or menu board sign. ✍



- B. That a digital/electronic sign can only be considered as part of a conforming ground sign or menu board sign, and located below the main sign.
- C. Electronic message centers shall automatically dim. The brightness of any electronic message center shall not exceed 0.3 footcandles above ambient light levels, as measured from the distances in the following table:

5.4.C Electronic Message Centers	
Size of display area	Measuring distance
16 square feet or less	40 feet
Between 16 and 32 square feet	48 feet
32 square feet or greater	55 feet

- D. The digital/electronic messages shall be displayed for at least 15 minutes and changes shall be immediate.
- E. Any voids or burned out bulbs must be replaced.
- F. If the sign malfunctions (becomes animated, illegible, etc.) it must be turned off until it can be repaired.

- G. Signs shall not interfere with the vision of pedestrians, cyclists, motorists, or adjacent property owners.
- H. Indexing multiprism units shall not exceed a speed of two complete revolutions every 20 seconds.

**66-5.5 WALL SIGNS**

- A. Signs placed flat against the wall of a building shall not exceed the height of that wall.
- B. No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- C. No wall sign shall have a thickness greater than 12 inches measured from the wall to which it is attached to the outer surface.
- D. Wall signs shall not be attached to a wall at a height of less than eight feet above any sidewalk or 15 feet above any driveways, alleys, and thoroughfares.
- E. No wall sign shall project into any public right-of-way more than the thickness permitted as provided in subsection C above.

**1**  
Purpose and Intent

**2**  
Definitions

**3**  
General Regulations

**4**  
Zoning District Regulations

**5**  
Specific Regulations

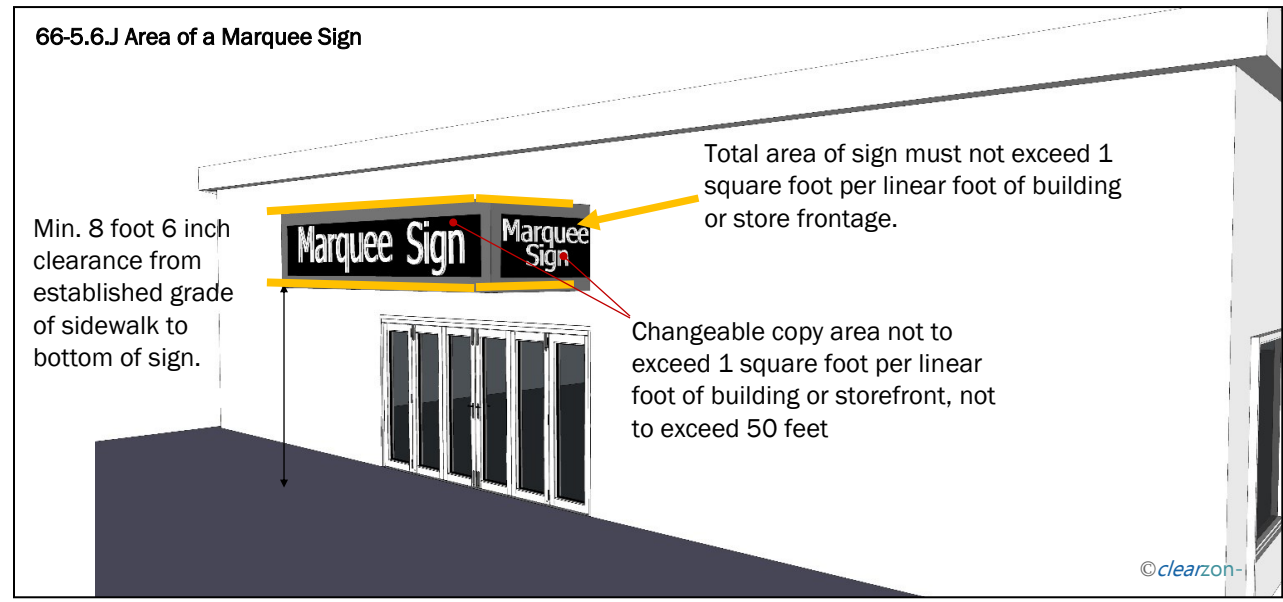
**6**  
Admin and Enforcement

Zoning Ordinance



66-5.6 MARQUEE AND CANOPY SIGNS

- A. Marquees and canopies shall have a minimum of eight feet, six inches of clearance above the established grade of the sidewalk or ground, or shall be otherwise located so as not to interfere with pedestrian traffic.
- B. Marquees and canopies shall not project over a public street. For purposes of this section, a public sidewalk is not considered to be a public street.
- C. Marquees and canopies shall be architecturally compatible with the building to which they are attached, constructed of durable material, and maintained to ensure safety.
- D. No marquee or canopy sign shall project into an alley or truck service driveway more than two feet.
- E. Marquee and canopy signs not extending into the public right-of-way may have a height of not greater than three feet. The height of marquee and canopy signs extending into the public right-of-way shall be limited to a maximum of two feet.
- F. The total square footage of a marquee or canopy sign shall be subtracted from the maximum allowable square footage of wall signs for the building or storefront.
- G. In the case of a flat or sloping roof, a marquee or canopy sign shall not extend above the height of that portion of the roof covering more than 50 percent of the ground area of the building. In the case of a gable, hip, or curved building roof, the sign shall not extend more than three feet above the eave line. In no event shall a marquee or canopy sign extend above the peak of the roof of the building to which it is affixed.
- H. A marquee or canopy sign shall not project greater than 48 inches beyond the property line. In measuring the sign's projection, the measurement shall be taken from the surface of building from which it protrudes, including any open area between the wall face and the sign face.
- I. Canopy and marquee signs are not permitted above the ground floor.
- J. The following regulations apply specifically to marquee signs:
  1. One marquee shall be permitted per street frontage.
  2. The changeable copy area of a marquee shall not exceed one square foot per lineal foot of building or storefront frontage, not to exceed 50 square feet total. The area of the changeable copy area of a marquee shall be subtracted from the maximum allowable wall size area for the building or storefront.
  3. The total area of a marquee sign shall not exceed one and one-half square feet per lineal foot of building or storefront frontage.



### 66-5.7 UNDER-CANOPY SIGNS

- A. Under-marquee or under-canopy signs may encroach into the public right-of-way as hereinafter provided in such instances where public or private canopies, awnings, walk covers or structural projections extend into a public right-of-way in such a way as to obstruct, block from view or otherwise hinder the reasonable observance of a complying wall sign. It shall be possible to erect a single under-marquee or under-canopy sign as hereinafter provided:
1. The sign may not unreasonably obstruct the view of any neighboring sign.
  2. The sign may have a total surface area not exceeding one square foot for each lineal foot of building frontage not to exceed 15 square feet.
  3. The sign may not exceed two feet in height.
  4. The sign shall maintain a ground clearance of at least eight feet.
  5. The sign shall be thoroughly secured to the building by a single concealed mounting method.
  6. The sign shall not be located over a public street.

### 66-5.8 AWNING SIGNS

- A. The sum of the areas of the awning sign(s) and the wall sign on a building may not exceed the total area allowed for a wall sign in [Section 66-5.5](#).

### 66-5.9 PROJECTING SIGNS

- A. Any moving part of a projecting sign, such as a cover of a service opening, shall be securely fastened by chains or hinges.
- B. The distance measured between the principal faces of any projecting sign shall not exceed an average of 12 inches.
- C. Projecting signs shall not be attached to nor supported by frame buildings nor the wooden framework of a building. All projecting signs shall be thoroughly secured to the building by a single concealed fastening method. Visible angle iron frames or structures to support projecting signs are prohibited.

- D. Height limitations. A projecting sign in the case of a flat or sloping roof shall not extend above the height of that portion of the roof covering more than 50 percent of the ground area of the building. A projecting sign in the case of a gable, hip or curved roof shall not extend more than three feet above the eave line.
- E. The bottom of the projecting sign shall be a minimum of eight feet above the surface of the sidewalk or ground area, or otherwise be located so as not to interfere with pedestrian traffic.
- F. No projecting/blade/pedestrian/hanging sign shall project into an alley or truck service driveway more than two feet.
- G. If any projecting sign is suspended over a public property, sidewalk or alley, the owner shall at all times carry liability insurance in such amounts as are satisfactory to the city, and issued by companies acceptable to the city, licensed in the state of Michigan naming the city as an additional insured on any such policy. The owner will file with the city certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the city shall be given 30 days' written notice before a cancellation in coverage may occur.
- H. If at any time the insurance policy obtained pursuant to subsection G of this section is canceled, the projecting sign shall be immediately removed. In the event the sign is not so removed, the City of Brighton shall have the right to remove the sign and repair the façade at the expense of the property owner.

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance

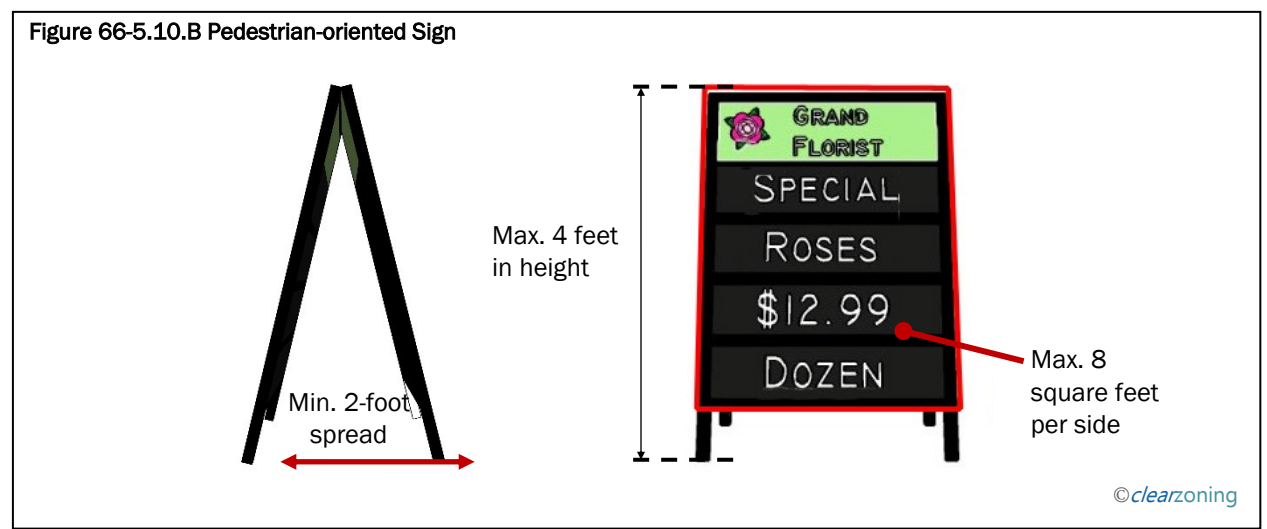


66-5.10 PEDESTRIAN-ORIENTED SIGNS

Pedestrian-oriented signs are permitted in any non-residential district as follows:

- A. A pedestrian-oriented board sign shall be placed within ten feet of the primary customer entrance, shall provide a minimum pedestrian clearance area of four (4) feet on any sidewalk.
- B. A pedestrian-oriented board sign must be of A-frame construction with a minimum base spread of two feet and a maximum height of four feet. A pedestrian-oriented sign may not exceed eight square feet per side.
- C. Pedestrian-oriented signs shall have a frame that is black, gray, or white, or is comprised of exposed metal or wood and be a quality design that is heavy enough to withstand normal wind and weather conditions. The following materials are not permitted:
  1. Glass, clear acrylic sheeting or breakable materials
  2. Paper or laminated paper
  3. Corrugated or hollow core plastics and/or plastic changeable copy letters
  4. PVC pipe frames
  5. Internal illumination or spotlight illumination
  6. Moving parts, balloons, streamers, or similar attachments

- D. One pedestrian-oriented sign may be permitted per each ground-floor business and shall require an annual pedestrian-oriented sign permit application and upon approval of the administrator the applicant shall pay a permit fee as set forth in the annual fee schedule set by the city council. For each calendar year, a new permit must be obtained prior to display of a pedestrian-oriented sign.
- E. Pedestrian-oriented signs must be kept against the building face for the business to which the sign pertains and shall not obstruct pedestrian traffic or impede maintenance and/or snow and ice removal.
- F. A pedestrian-oriented sign must be properly maintained and must not be allowed to become unsightly.
- G. A pedestrian-oriented sign may only be in place during the commercial establishment's business hours and shall be stored inside the establishment when the business is closed.
- H. The owner of a pedestrian-oriented sign shall at all times carry liability insurance in such amounts as are satisfactory to the city, and issued by companies acceptable to the city, licensed in the state of Michigan naming the city as an additional insured on any such policy. The owner will file with the city certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the city shall be given 30 days' written notice before a cancellation in coverage may occur. If at any time the insurance policy obtained pursuant to this section is canceled, the pedestrian-oriented sign shall be immediately removed. In the event the sign is not so removed, the City of Brighton shall have the right to remove the sign at the expense of the property owner.



66-5.11 WINDOW SIGNS

- A. Window signs in residential districts are permitted in ground floor and second floor windows. The total window sign area shall not exceed three square feet per dwelling unit. Such signs shall not be illuminated.
- B. Window signs in all other districts shall not exceed 25 percent of the glass area of the building façade on the ground floor of the building. Such signs may be illuminated subject to Section 66-3.6 and shall contain a static message and shall not flash, scroll or otherwise give the appearance of movement or intermittent change.

**1**  
Purpose and Intent

**2**  
Definitions

**3**  
General Regulations

**4**  
Zoning District Regulations

**5**  
Specific Regulations

**6**  
Admin and Enforcement

Zoning Ordinance



**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance

(Intentionally Blank)



# Chapter 66

## Article 6.0

### Administration and Enforcement

**1** Purpose and Intent

**2** Definitions

**3** General Regulations

**4** Zoning District Regulations

**5** Specific Regulations

**6** Admin and Enforcement

Zoning Ordinance



## Article 66-6.0 Administration and Enforcement

66-6.1 Nonconforming Signs

66-6.2 Maintenance of Signs

66-6.3 Penalties

66-6.4 Board of Appeals



# 66-6.0 Administration and Enforcement

## 66-6.1 NONCONFORMING SIGNS

Except as otherwise provided in this chapter, all signs lawfully existing on the date of adoption of the ordinance from which this chapter was derived shall be allowed to remain and be maintained as provided in [Section 66-3.1.C](#) without a permit; provided such sign does not constitute a public hazard, and provided the sign ~~continues to represent a bona fide business or message.~~ **is not an abandoned sign.**

- A. Nonconforming signs. Signs lawfully erected under [Article 66-4](#) of this code or other previous ordinance, prior to the effective date of the ordinance codified in this section, which do not meet standards of this chapter may be maintained except as hereinafter provided.
- B. Nonconforming signs. Signs lawfully erected prior to **the effective date of this ordinance September 1, 1982**, which do not meet standards of this chapter may be maintained except as hereinafter provided.
  1. No nonconforming sign shall be changed to another nonconforming sign.
  2. No nonconforming sign shall have any changes made in the words or symbols used or the message displayed on the sign unless the sign is specifically designed for periodic changes of message.
  3. No nonconforming sign shall be structurally altered so as to prolong the life of the sign or so as to change the shape, size, or type or design of the sign.
  4. No nonconforming sign shall have the face or faces changed when such sign is a type of construction so as to permit such a complete change of face.
  5. No nonconforming sign shall be reestablished or maintained after the activity, business or usage to which it relates has been discontinued for 90 days or longer.
  6. No nonconforming sign shall be repaired or erected after being damaged if the repair or erection of the sign would cost more than 50 percent of the cost of an identical new sign as determined by the city building inspector and assessor.
- C. Removal of abandoned signs. Any abandoned sign shall be removed by the owner, agent or person having the beneficial use of the building or premises within 30 days after written notice to remove such sign from the administrator.

## 66-6.2 MAINTENANCE OF SIGNS

- A. Maintenance. Every sign in the city, including but not limited to those signs for which permits or for which no permits or permit fees are required, shall be maintained in good structural condition at all times. All signs, including those exempted, shall be kept neatly painted, including all metal parts and supports. The administrator shall inspect and have the authority to order the painting, repair, alteration or removal of signs which become dilapidated or are abandoned, or which constitute physical hazard to the public safety.
- B. Signs declared unlawful. The administrator may declare a sign unlawful if it endangers public safety by reasons of inadequate maintenance, dilapidation or abandonment. Any such declaration shall state the reasons of the administrator for stating that the sign constitutes a safety hazard to the general public.

## 66-6.3 PENALTIES

- A. A person violating this article shall be subject to the following:
  1. For the first time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$50.00, plus costs.
  2. For the second time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$100.00, plus costs.
  3. For the third time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$200.00, plus costs.
  4. For the fourth time is responsible for a municipal civil infraction and is subject to payment of a civil fine of not less than \$500.00, plus costs.
- B. Any person or entity **found responsible** guilty of violating this article shall also be subject to civil proceedings for damages and/or injunctive relief by the city or by any person or entity injured or damaged by such violation. Commencement of any such proceedings shall not constitute an election of remedies.

1 Purpose and Intent

2 Definitions

3 General Regulations

4 Zoning District Regulations

5 Specific Regulations

6 Admin and Enforcement

Zoning Ordinance



## 66-6.4 BOARD OF APPEALS

- A. Organization. The sign board of appeals shall be organized as provided in [chapter 2](#) of the City Code.
- B. Powers and Duties. The sign board of appeals shall have the power and duty to:
1. Hear and decide appeals by the sign permit applicant from a decision of the administrator denying, or failing to grant a sign permit within 30 days of application.
  2. Grant variances from the requirements of this chapter as part of the disposition of an appeal from action of the administrator denying or failing to grant a sign permit. **The Zoning Board of Appeals has have the exclusive jurisdiction to hear appeals related to denials based on the zoning provisions of this ordinance.**
  3. Hear and decide appeals of a determination by the administrator that a sign must be removed for noncompliance with this chapter.
  4. Make recommendations to the council for changes to this chapter.
  5. Give advice to the sign code administrator when asked.
- C. Criteria for Decision.
1. Appeals without petition for variance. In appeals to the sign board of appeals from the administrator denying a sign permit in connection with which no petition for variance has been filed, the board's scope of review shall be limited to determining whether or not the administrator's decision is in accordance with the requirements of this chapter and accordingly, affirm or reverse his decision. No variance from the requirements of this chapter shall be granted or allowed **except as provided in subsection C. 3.** If the administrator's decision is reversed, the board shall direct the administrator to issue the permit in accordance with its decision. If the administrator fails to do so **within** for five **business** days from receipt of the direction from the board, the board may issue the permit.
  2. Appeals from failure to issue permit. In appeals from failure of the administrator to grant a permit within 30 days of application, the sign board of appeals shall determine whether the sign and the application meet the requirements of this chapter. If so, the board shall grant the permit; if not, the board shall deny the permit. No variance from the requirements of this chapter shall be granted or allowed **except as provided in subsection C.3.**
  3. Appeals with petition for variance. In appeals from decision of the administrator denying or refusing to grant a sign permit in connection with which the appealing party or any other interested party has filed a petition for variance, the sign board of appeals shall have the power and duty to hear, decide and grant or deny the requested variance from the provisions or requirements of this chapter.
  4. Grounds for variance. The sign board of appeals may grant a variance from the provisions or requirements of this chapter only where:
    - a. That the request is based upon circumstances or features that are exceptional and unique to the property and that are not self-created;
    - b. That the failure to grant relief will result in substantially more than mere inconvenience or financial expenditures;
    - c. That application of the regulations in this section without a variance will unreasonably prevent or limit the use of the property or will unreasonably preclude the visibility or identification of a nonresidential building on the property;
    - d. That the variance will not result in a sign or condition that is incompatible with or unreasonably interferes with adjacent or surrounding properties, will result in substantial justice being done to both the applicant and adjacent or surrounding properties, and is not inconsistent with the spirit and intent of this chapter; and



- e. When taken on its own, or in combination with other existing conditions on the property or in the area, that the variance will not result in a sign or condition that has an adverse effect on the essential character or aesthetics of the establishment or surrounding area, is detrimental to or negatively affects the character of surrounding residential development, or compromises the public health, safety or welfare.
  - f. Any approval of a variance pursuant to this subsection shall specifically detail the limits of the relief granted and shall be subject to such reasonable conditions as the sign zoning board of appeals may require to preserve and promote the character of the district in question, the affirmative findings necessary for granting the variance, and the purposes of this chapter. The sign zoning board of appeals may revoke any grant of a variance under this subsection for a violation of such grant upon the giving of thirty (30) days' notice of such violation to the owner of the premises and a hearing held thereon.
- D. Perfection of Appeal and Stay of Proceedings.
- 1. An appeal with or without petition for variance may be considered by the sign board of appeals only if:
    - a. Written notice of appeal, with or without petition for variance, is filed with the board as follows:
      - i. Within ten days of the decision of the administrator denying a sign permit.
      - ii. Within 40 days of the submission of a sign permit application which the administrator has neither granted nor denied within 30 days.
    - b. The notice of appeal is accompanied by a fee as specified by the city council.
    - c. The appellant serves upon the board a written statement of the reasons in support of his position 30 days before the hearing on the appeal.
  - 2. The sign board of appeals shall, on its own motion, or on the motion of any interested party, dismiss an appeal for failure of the appellant to meet any of the requirements of this subsection or for failure of the appellant to otherwise diligently prosecute the appeal, or if the board finds the appellant has made any knowingly false or misleading statements or representations in his sign application or appeal.
- E. Procedure.
- 1. Delivery of sign application to board. Upon the filing of a notice of appeal with the sign board of appeals as provided in subsection G, the administrator shall promptly transmit to the board, the appropriate application for a sign permit, the written notice of denial with reasons therefor, together with all plans, specifications and other papers pertaining to the application. When the appeal is from failure of the administrator to grant a permit within 30 days, the administrator shall, in addition to the foregoing, furnish the board with a brief written statement of the reasons for the failure.
  - 2. Statement in support of administrator's position. Upon any appeal, the administrator may, in his discretion, furnish the sign board of appeals with a written statement of his position on the appeal and may therein reply to the position of the appellant. Such statements must be filed with the board at least ten days in advance of the hearing on the appeal.
  - 3. Administrator's appearance at the hearing. The administrator may attend and state his position at any appeal or variance hearing.
- F. Advice from Board. The administrator may seek the advice of the sign board of appeals on novel or difficult situations, signs, or questions that arise under this chapter. However, such advice shall not bind the administrator.

**1**  
Purpose and Intent

**2**  
Definitions

**3**  
General Regulations

**4**  
Zoning District Regulations

**5**  
Specific Regulations

**6**  
Admin and Enforcement

Zoning Ordinance



G. Notice of Hearing.

1. The sign board of appeals shall hear and decide appeals at their next regular meeting following receipt of the appeal provided provisions of subsection D above are complied with. Notice of the hearing on an appeal shall be given by the board not less than ~~ten~~ fifteen days prior to the hearing to:
  - a. The appellant, in writing, at the address given on the notice of appeal.
  - b. The administrator, in writing.
  - c. To any person filing a written statement in opposition to the appellant's position taken in the appeal.
2. Any person filing a written request with the city for special notice of board hearings in the six months following giving of the request.
3. To the public by posting a copy of the notice of hearing in a conspicuous place within the city hall.
4. To the property owners within 300 feet of the property which is concerned in the appeal by mail.

H. Such notices shall be in a form prescribed by the sign board of appeals and shall set forth the time, place and purpose of the hearing.

I. Hearing. All hearings of the sign board of appeals shall be open to the public, and those in attendance shall be afforded an opportunity, the length and conditions of which shall be prescribed by the board, to address the board on issues to be determined. The appellant and the administrator shall be afforded an opportunity to address the board on any matter at issue. Any party or interested person may be represented by another at the hearing.

J. Hearing Minutes and Decision. The sign board of appeals shall keep minutes of its proceedings, together with its findings of fact in support of that decision, all of which shall be open to public inspection. Copies of the board's decision on appeals and petitions for variances shall be mailed or delivered to the applicant, to the administrator, and to persons filing requests for special notice of hearings pursuant to subsection G above.





# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: PUBLIC HEARING AND CONSIDERATION OF ADOPTING THE FY 2023-24 BUDGET**

### ADMINISTRATIVE SUMMARY

- The City Manager's Proposed FY 2023-24 Budget was presented to the City Council on Thursday, April 6, 2023.
- The City Council held Budget Work Sessions on Thursday April 13, 2023, and Monday, April 17, 2023.
- The budget provides for a tax levy and utility fees, which comprise the majority of City's revenue used to support the expenditures/expenses. The City Council will consider the millage rates and the fee schedule in separate resolutions.
- The annual budget provides the authority to appropriate the funds for the operations of the City of Brighton from July 1, 2023, through June 30, 2024.

### RECOMMENDATION

It is the recommendation of staff that the City Council approve the attached resolution, including Exhibit A, to adopt the City's Budget for FY 2023-24.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed by: Gretchen Gomolka, City Manager

Attached: Exhibit A  
Resolution

## RESOLUTION #2023-11

### ADOPTING THE FY 2023-24 BUDGET

**WHEREAS**, the City of Brighton Municipal Charter requires that an annual budget be approved by the City Council; and

**WHEREAS**, said Charter requires the appropriation of funds for the upcoming Fiscal Year; and

**WHEREAS**, the Manager's recommended budget for Fiscal Year 2023-24 was submitted to the City Council of Brighton and a copy thereof placed on the City's website for public review on April 7, 2023; and

**WHEREAS**, on May 4, 2023, the City Council of Brighton held a public hearing on the proposed budget for Fiscal Year 2023-24; and

**WHEREAS**, estimated revenues and fund balances are sufficient to provide for proposed expenditures and year end reserves required for the 2023-24 Fiscal Year; and

**NOW, THEREFORE**, pursuant to Chapter 8, Section 4 of the City of Brighton Charter, BE IT RESOLVED, that the City Council of Brighton hereby approves the Fiscal Year 2023-24 budget by activity, as presented by the Manager, reviewed, and amended by Council, and implemented through the following policies and specifications as the official budget for the City of Brighton for the Fiscal Year beginning July 1, 2023.

#### I. ADOPTION BY FUND AND ACTIVITY WITHIN EACH FUND

The Budget is hereby adopted and appropriated by fund, and department for the General Fund, as provided on Exhibit A with council amendments.

#### II. APPROPRIATIONS/TRANSFERS

Appropriations made during Fiscal Year 2023-24 pursuant to said budget shall be considered the maximum authorization to incur expenditures and not a mandate to spend, subject to the following conditions:

- i. Additional appropriations may be made by the City Council from the unappropriated fund balance account of the General Fund for approved reallocations, providing that such appropriations do not cause the unassigned fund balance to be less than 15% of the total General Fund budgeted operating expenditures.
- ii. Transfers may be made by the City Manager from departmental reserves or surplus of the General Fund to any department of the General Fund in amounts not to exceed five percent of the original total budget for the department receiving the transfer, provided that such transfers shall not exceed the total amount of operating reserves or surplus available at the time of transfer, and providing that such transfers do not cause the unassigned fund balance to be less than 15% of the total General Fund budgeted operating expenditures.
- iii. Transfers may be made by the City Manager from departmental reserves or surplus of the General Fund to any other Fund of the City in amounts not to exceed ten percent of the original total budget for all such transfers, providing that the limitations of Section (ii) are not exceeded.
- iv. Appropriations in excess of the limitations of Sections (i - iii) above may be authorized by the City Council but only if new revenues are available to fund such expenditures.

III. LIMIT ON OBLIGATIONS AND PAYMENTS

No obligation shall be incurred against, and no payment shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation, and sufficient funds are or will be available to fund such expenditures.

IV. CONFORMITY WITH PREVIOUS ACTIONS

The City Council rescinds any prior actions not in conformity with the above stated policies and specifications.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

Dated: \_\_\_\_\_

**CERTIFICATION**

I, Tara Brown, City Clerk of the City of Brighton, do hereby certify that the foregoing is true and correct copy of a Resolution adopted by the City Council of the City of Brighton at a regular meeting held on May 4, 2023.

\_\_\_\_\_

Tara Brown, City Clerk

**EXHIBIT A****Budget 2023-24****REVENUES - ALL FUNDS**

<u>Source</u>	<u>Budget</u>
Property Taxes, Penalties, Interest & Fees	\$ 10,068,779
Licenses & Permits	468,550
Federal & State Grants	193,757
State Shared Revenue	1,705,000
Fines & Forfeitures	94,600
Local Unit Contribution	92,000
Service Charges	6,479,500
Investment Earnings	73,970
Rents & Royalties	109,488
Other Revenue	441,500
Other Financing Sources :Bond Proceeds	-
Other Financing Sources : Transfers In	5,893,126
<b>TOTAL REVENUES</b>	<b>\$ 25,620,270</b>

**EXPENDITURES BY FUND**

<u>Fund</u>	<u>Department</u>	<u>Appropriation</u>
	City Council	\$ 31,497
	City Manager	263,822
	Communications	36,479
	Legal Services	254,353
	City Clerk	234,818
	Human Resources	241,842
	Finance	825,622
	Information Systems	235,878
	Police	3,678,190
	Public Works	2,710,450
	Community Development	519,761
	Post Employment Benefits	518,452
	Transfers to Other Agencies	161,200
	Transfers to Other Fund	1,926,047
General Fund		<b>11,638,411</b>

**EXHIBIT A****Budget 2023-24****Continued**

Major Streets	1,215,848
Local Streets	1,071,531
Street Millage Fund	724,300
Arts & Cultural Commission	9,250
Imagination Station Maintenance	5,250
State Forfeiture Funds	-
Federal Forfeiture Funds	21,400
Street Non-voted Debt	292,250
Capital Improvement	1,042,397
Capital Reserve	791,800
2021 Bond Construction Fund	428,465
Law Enforcement/Public Safety	211,980
Brownfield Redevelopment Authority	-
Downtown Development Authority	1,452,416
2021 Utility Bond Construction Fund	1,670,000
Utilities	9,679,527
<b>TOTAL EXPENDITURES</b>	<b>30,254,825</b>
Less: Depreciation & Amortization	(2,330,893)
<b>TOTAL EXPENDITURES: Less Depreciation</b>	<b>\$ 27,923,932</b>
<b>Net Increase to Fund Balance/Net Position</b>	<b>(2,303,662)</b>

Note: \$2,098,465 of bond proceeds are budgeted to be spent in 2023-24 and is included in the numbers above.



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: CONSIDER ESTABLISHING THE LEVY AND AUTHORIZING THE COLLECTION OF TAXES, PENALTIES AND FEES FOR FY 2023-24**

### **ADMINISTRATIVE SUMMARY**

- The Council's proposed FY 2023-24 budget reflects:
  - City operating millage of 14.7736 mills
  - Law Enforcement/Public Safety millage of 0.3674 mills
  - Street millage of 2.4199 mills
  - Economic Development millage of 0.0874 mills
- There will be no Headlee rollback factor for FY 2023-2024.
- The 2023-24 budget reflects a decrease of 0.0057 mills in the Economic Development millage to be levied. The maximum allowable for this levy is \$50,000 in revenue annually, which equates the 0.0874 for the recommended budget.
- The attached resolution, if adopted, would establish a total City millage of 17.6483 for FY 2023-2024, which is a decrease over FY 2022-23 of 0.0057 mills.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council consider the attached resolution to set the levy and authorize the collection of taxes, penalties, and fees for FY 2023-24.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed by: Gretchen Gomolka, City Manager

Attached: Resolution

**RESOLUTION #2023-12**

**ESTABLISHING THE LEVY AND AUTHORIZING THE COLLECTION OF TAXES,  
PENALTIES AND FEES FOR FISCAL YEAR 2023-2024**

WHEREAS, the City Council adopted the fiscal year 2023-2024 budget, which includes a proposed tax millage rate to support the budget, at their May 4, 2023, meeting: and

**WHEREAS**, the Charter Tax Rate Limitation of 20 mills has been reduced to 17.5609 mills (14.7736 operating plus 0.3674 public safety plus 2.4199 streets override) for 2023 by the cumulative effect of the "Headlee Amendment" roll back and voted override; and

**WHEREAS**, the City Charter requires the establishment of a required millage for the levy of taxes; and

**WHEREAS**, the General Property Tax laws of the State of Michigan authorize the imposition of penalties and administration fees on current taxes; and

**WHEREAS**, the Council annually officially establishes the millage by resolution:

**NOW, THEREFORE, BE IT RESOLVED** by the Brighton City Council as follows:

1. The operating tax rate for FY 2023-2024 is levied at 14.7736 mills.
2. The Law Enforcement/Public Safety millage tax rate for FY 2023-2024 is levied at 0.3674 mills.
3. The Headlee Override Streets millage tax rate for FY 2023-2024 is levied at 2.4199 mills.
4. The Economic Development millage tax rate for FY 2023-2024 is levied at 0.0874 mills.
5. A 2023 Summer Tax Late Penalty Charge is established and will be collected on behalf of all the taxing units as follows:  
 August 16, 2023 - August 31, 2023: 2%  
 September 1, 2023 - September 30, 2023: 4%  
 October 1, 2023 - February 28, 2024, an additional .50% per month up to 6%
6. A 2023 Summer and Winter Tax Administration Fee of 1% is established and will be collected on behalf of the City of Brighton.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

This Resolution was \_\_\_\_ this \_\_\_\_ day of May 2023.

I, Tara Brown, City Clerk for the City of Brighton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council at the Regular meeting held on May 04, 2023.

\_\_\_\_\_  
Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: CONSIDER ADOPTING THE PROPOSED FY 2023-24 FEE SCHEDULE**

### ADMINISTRATIVE SUMMARY

- The City's fees and charges are reviewed at least annually and amended where warranted. The attached Resolution is staff's recommendation for adopting the attached proposed FY 2023-24 Fee Schedule.
- The proposed FY 2023-24 Fee Schedule includes a column that shows the prior year fees in yellow highlight if they are different from the proposed FY 2023-24 fees. In order to provide clarity, upon adoption, the prior year numbers and highlights will be removed, and the final fee schedule will be produced. Staff will be at the meeting to address any questions related to the proposed changes.
- Included in the highlighted changes on the attached fee schedule are the following Utility Fees.

#### Utility Fees – (as reflected in the FY 2023-24 Proposed Budget):

##### Utility User Charges (bi-monthly):

<b>Water:</b>	<b>City</b>	<b>Genoa Pine Creek</b>	<b>Genoa Dillion</b>	<b>Genoa N.Star1</b>	<b>Genoa N.Star2</b>	<b>Brighton Township</b>	<b>Hamburg Township</b>
Commodity (1,000 Gal.) -	\$6.48	\$6.48	\$7.14	\$7.46	\$7.14	\$7.14	\$6.48

<b>Wastewater:</b>	<b>City</b>	<b>Genoa</b>	<b>MDOT</b>	<b>Hamburg</b>
Commodity (1,000 Gal.) -	\$7.55	\$7.55	\$7.55	\$7.13
Administrative (per meter/service)	\$9.81**	\$14.72*	\$14.72*	\$14.72*

<b>Debt Service (per meter size/service)</b>	<b>City</b>	<b>Genoa</b>	<b>MDOT</b>	<b>Hamburg</b>
.75"	\$23.42**	\$9.29***		
1.00"	\$43.41**	\$17.53***	\$65.11*	
1.50"	\$86.81**			
2.00"	\$137.88**			
3.00"	\$273.20**			
4.00"	\$426.40**			
6.00"	\$852.80**			

\* Rates reflect quarterly billing

\*\* Rates reflect bi-monthly billing

\*\*\* Rates reflect bi-monthly billing and are for only the Genoa Pine Creek customers. Pine Creek customers only pay

debt service on debt issued in 2021 or thereafter.

Un-metered Charge	
Residential -	\$107.00
Governmental -	\$318.27
Commercial/Industrial -	\$605.42

**The Average Combined Sewer and Water User Fees at 8 thousand gallons per billing cycle would increase by 5.2%.**

**RECOMMENDATION**

It is the recommendation of staff that the City Council consider the attached resolution to set the fees and charges for FY 2023-24.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed by: Gretchen M. Gomolka, City Manager

Attached: Proposed Fee Schedule  
Resolution

**RESOLUTION #2023-13**

**A RESOLUTION ADOPTING THE SCHEDULE OF FOR THE CITY OF BRIGHTON FOR FY 2023/2024**

**WHEREAS**, pertinent sections of the Brighton Municipal Code require that the Brighton City Council periodically establish fees to be collected by the City staff for selected services, penalties and licenses; and

**WHEREAS**, City staff has reviewed the revenue needs of the City for Fiscal Year 2023/2024 and has proposed to the City Council a fee and charge schedule to meet those needs; and

**WHEREAS**, the Brighton City Council has reviewed the proposed fee schedule.

**NOW, THEREFORE, BE IT RESOLVED** by the Brighton City Council as follows:

1. The Council accepts the recommendations of City staff as they relate to the proposed fee schedule.
2. The proposed fee schedule is adopted as presented.
3. City staff is directed to implement the fee schedule effective July 1, 2023.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

This Resolution was \_\_\_\_ this \_\_\_\_ day of May 2023.

I, Tara Brown, City Clerk for the City of Brighton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council at the Regular meeting held on May 04, 2023.

\_\_\_\_\_  
Tara Brown, City Clerk



**CITY OF BRIGHTON**  
**FEE SCHEDULE**  
**FY 2023/24**

## TABLE OF CONTENTS

### CITY HALL - COMMON FEES

Licenses and Permits	3
Notary Fee	4
Photocopy Fees - All Departments	5
Public Documents	5

### DEPARTMENT FEES

City Clerk's Department	6
Freedom of Information Act (FOIA) Requests	6
Cemetery Fees	6
Community Development - Building Department	9
Certificate of Occupancy Fees	9
Permit Fees	9
Refundable Bonds	10
Community Development - Code Enforcement	11
Community Development - Planning and Zoning	11
Industrial Facilities tax exemptions (IFT)	11
Site Plans	12
Variances	12
Community Development - Rental Inspection	13
Finance Department - Administration, Treasury, Assessing	14
Dog License	14
Duplicate Tax/Special Assesment/Utility Bills	14
Property Splits	14
Property Transfer Affidavits	14
Mayor / City Council	15
Police Department	15
Department of Public Works	18
Utility Right of Way Permits	18
Refuse Collection & Disposal	19
Utilities (Water and Wastewater)	20
Water Rates	20
Wastewater Rates	21
Utility Connection Fees	22
Utility Tap Installation Charges:	26

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES
<b>CITY HALL - COMMON FEES</b>		
<b>Licenses and Permits</b>		
<b>Adult Entertainment Business</b>		
	Operating application fee	\$300.00
	Operating license fee	\$400.00
	<b>Artist Application Fee</b>	\$25.00
<b>Auctions</b>		
	Bond Required	\$2,000.00
	Annual license to operate	\$25.00
	*Per day private auction	\$5.00
	*Per day public auction house	\$25.00
<i>* This amount payable until a total of \$300.00 is reached; thereafter, daily fee of \$2.00 for the balance of the calendar year.</i>		
<b>Carnivals</b>		
	Application fee to operate	\$150.00
	License to operate	\$300.00
<b>Collection Containers</b>		
	<b>Registration fee</b>	\$50.00
	<b>Annual permit fee</b>	\$100/container
<b>Liquor License Application Fee</b>		
	Application for On-Premise Liquor License, new or transfer (Class C, Tavern, etc.)	\$500.00
	Application for Off-Premise Liquor License, new or transfer (SDD, SDM, etc.)	\$300.00
	Application to amend or change existing license (additional licensee/stock holder, etc.)	\$200.00
	Application to add special permit to license (dance, entertainment, etc.)	\$100.00
	Application for Farmer's Market Alcohol Permit	\$150.00
<i>Application for combined licenses (i.e. - Class C/SDM) to be charged only on the On-Premise fee</i>		
<b>Redevelopment Liquor License</b>		
	Submittal Fee (Process up through City Council Action) - non-refundable	\$250.00
	Processing Fee (Process after City Council Action) - non-refundable	\$750.00
	<b>24 hour Liquor License Fee</b>	\$40.00

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Licenses and Permits (continued)</b>			
<b>Massage Business</b>			
	Application & Inspection fee	\$100.00	
	Initial License fee	\$300.00	
		+ \$10/each additional table	
	Annual License fee renewal	\$200.00	
		+ \$10/each additional table	
<b>Mechanical or Electronic Amusement Devices</b>			
	Application fee to operate	\$100.00	
	Annual license fee per machine	\$20.00	
<b>Pawn Shop Fee</b>			
		\$250.00	
<b>Peddlers/Solicitors</b>			
	Bond Required	\$1,000.00	
	Investigation fee	\$40.00/person	
	Annual permit fee	\$60.00	
<b>Pool, Bowling and Roller Rink Establishments</b>			
	Application fee	\$50.00	
	License fee	\$100.00	
<b>Public Dances Annual License to Operate</b>			
		\$25.00	
<b>Sandwich Board Permit Fee</b>			
		\$50.00	Moved from Comm Dev
<b>Sidewalk Café Permit with Alcohol Sales</b>			
	Tri-annual application fee	\$200.00	
	Annual inspection fee	\$100.00	
<b>Sidewalk Café Permit without Alcohol Sales</b>			
	Tri-annual application fee	\$150.00	
	Annual inspection fee	\$50.00	
<b>Sidewalk Occupancy</b>			
	Annual application fee	\$50.00	
	Annual permit fee	\$100.00	
<b>Social District Permit</b>			
		\$50.00	new
<b>Street Closure Fee</b>			
		\$300.00	
<b>Tent Permit (temporary commercial use only)</b>			
		\$50.00	
<b>Trailer - Permit to Park Fee</b>			
		\$100.00	
<b>Notary Fee</b>			
	Resident	\$0.00	
	Non-Resident	\$0.00	\$10.00

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES
<b>Photocopy Fees - All Departments *</b>		
	Assessment Card	\$2.00/page
	Assessment Tax Roll	\$1.00/page
	Deed	\$1.00/page
	11 x 17	\$1.50/page
	Legal size	\$1.00/page
	Letter size	\$1.00/page
	Larger than 11 x 17	\$5.00/page

*\* Taxpayers/Utility customers who request a copy of their **current bills** will have the photocopy fee waived (fees are the same whether documents are picked up, mailed, emailed, or faxed.)*

<b>Public Documents *</b>		
	Assessment Map	\$1.00/page
	City Annual Audit	\$10.00
	City Budget	\$15.00
	City Charter	\$5.00
	City Code	\$45.00
	Executive Plan	\$5.00
	Land Development Design Manual	\$25.00
	Master Plan	\$25.00
	Master Utility Plan	\$25.00
	Photo Reproduction Fee	\$1.00
	Planimetric Map	\$5.00
	Sign Ordinance w/map	\$25.00
	Utility System Map	\$5.00
	Voter History Paper/Labels	\$1.00/page
	Voter Registration Labels	\$80.00
	Voter Registration on Roll/Electronic Media	\$20.00
	Voter Registration Roll/Paper	\$55.00
	Zoning Map (11 x 17)	\$8.00
	Zoning Ordinance w/map	\$25.00

*\* Charges for public documents may be waived by the City Manager to promote educational, charitable or community welfare interests)*



**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES
<b>City Clerk's Department (continued)</b>		
<b>Additional Fees</b>		
	Monday - Friday - Burial after 2:00pm	add'l \$450
	Winter Surcharge (as determined by weather conditions)	add'l \$375
<b>Disinterment</b>		
<b>Regular Graves</b>		
	Monday-Friday	\$1,500.00
	Saturday	\$2,400.00
<b>Children's Graves</b>		
	Monday-Friday	\$1,200.00
	Saturday	\$1,500.00
<b>Cremins</b>		
	Monday-Friday	\$900.00
	Saturday	\$1,050.00
<b>FOUNDATION AND INSTALLATION CHARGES</b>		
<i>A two inch foundation border is required for all monuments, elevated markers, and bronze markers (except government).</i>		
<i>Example: A 36" x 12" marker or monument will need a 40' x 16' foundation. The cost would be \$153.</i>		
<i>Foundations are installed a minimum of 90 days after interment.</i>		
<b>Foundation Sizes</b>		
	24x12	\$123.00
	28x16	\$125.00
	36x16	\$150.00
	40x16	\$153.00
	42x16	\$156.00
	42x18	\$160.00
	48x22	\$173.00
	52x18	\$169.00
	58x18	\$177.00
	60x16	\$181.00
	66x18	\$183.00
	72x18	\$190.00
	80x20	\$198.00
	98x16	\$210.00



**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES
<b>Community Development - Building Department</b>		
<b>Document Fees</b>		
	See "Public Documents" for specific documents and fees related to the Building Department.	
<b>Photocopy Fees</b>		
	See "Photocopy Fees - All Departments" for specific fees related to the Building Department.	
<b>Addressing Fee</b>		
	For issuing each New Property Address in the City. Includes metes and bounds addresses as well as individual lots and parcels.	\$25.00
<b>Admin Fee</b>		\$50.00
<b>Awning Permit Fee</b>		\$60/ 1st awning + \$15 each add'l + Admin Fee + Refundable Bond
<b>Certificate of Occupancy (C of O) Fees</b>		
	Commercial/Industrial Certificate of Occupancy	10% of permit costs min. \$150.00 - max. \$1,000.00
	Residential Certificate of Occupancy	\$100.00 each
	Temporary Certificate of Occupancy-Commercial/Industrial	\$200.00
	Temporary Certificate of Occupancy-Residential	\$100.00
<b>Commercial Building Permit Fee</b>		Based on est. building cost + Admin Fee + Refundable Bond
<b>Commercial Plan Review Fee ( 1 hour minimum)</b>		\$100.00/hour
		\$300.00 for 100 spaces or less, plus additional \$50 per every 100 spaces, plus refundable bond
<b>Commercial Parking Lot Paving</b>		new
<b>Contractors Registration Fee</b>		\$20.00/year
<b>Construction Trailer Permit Fee</b>		\$200 + Admin Fee + \$200 Refundable Bond
<b>DBD Annual Sandwich Board Permit Fee</b>		\$50.00
<b>Demolition Permit Fee</b>		
	Commercial/Industrial	\$1,000 + Admin Fee + Refundable Bond (see bond schedule below)
	Residential	\$600 + Admin Fee + Refundable Bond (see bond schedule below)
	Accessory Structure	\$400 + Admin Fee + Refundable Bond (see bond schedule below)
<b>House Moving Permit Fee</b>		\$75.00+(\$5.00/\$1000.00 Est Cost) + Admin Fee + Refundable Bond

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES
<b>Community Development - Building Department (continued)</b>		
<b>Refundable Performance Bonds*</b>		
	Construction cost up to \$1,000	\$100.00
	Construction cost more than \$1,000 up to \$5,000	\$200.00
	Construction cost more than \$5,000 up to \$15,000	\$300.00
	Construction cost more than \$15,000 up to \$20,000	\$400.00
	Construction cost more than \$20,000 up to \$100,000	\$1,500.00
	Construction more than \$100,000 - Residential	\$2,500.00
	Construction more than \$100,000 - Commercial	2.5% of construction cost
<b>Residential Permit Fees</b>		
	Admin Fee	\$50.00
	Inspection Fees	\$50.00/ per inspection
	Plan Review Fees - New Construction (minium 1 hour)	\$50/hour
	Plan Review Fees - Other Than New Construction (minimum 1 hour)	\$50/hour
	Refundable Performance Bond	See above
	Re-inspection Fee	\$50.00
	Deck - Fee per square footage	.25/Sq.Ft. (\$100 min. charge)
	Driveway, Patio, Porch, Sidewalk - Fee per square footage	.25/Sq.Ft. (\$100 min. charge)
	Garage, Home Additions, Interior Renovations - Fee per square footage	.40/Sq.Ft. (\$100 min. charge)
	<b>Permit Extension Fee</b>	\$50.00
	<b>Re-occupancy Permit Fee</b>	\$75.00
	<b>Sign Review Fee</b>	\$40.00
	<b>Sign Permit Fee</b>	\$60.00/sign face + \$30.00 each additional face + Admin Fee + Refundable Bond
	<b>Temporary Sign Permit Fee (60 days for grand opening otherwise max. 3 weeks)</b>	\$60.00
	<b>Temporary Land Use Fee</b>	\$250.00
	<b>Work Without a Permit</b>	
	Commercial	\$400.00
	Residential	\$200.00

Moved from Comm.Dev.



**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Community Development - Planning and Zoning (continued)</b>			
<b>Site Plan Review</b>			
	Adminsitrative Review	\$400 + consulting fees	
	Amendment to Approved Plan	\$675 + any consulting fees	
	Commercial Property Change of Use Application	\$675 + possible consulting fees	
	Commercial Property - Exterior Building Renovations Application	\$675 + possible consulting fees	
	Conceptual Site Plan Review	\$300 + any consulting fees	
	Site Plan Extension	\$500.00	
	Site Plan Submittal*	\$3,800.00	
	<i>* Includes written comments of review, one planning commission meeting and one city council meeting</i>		
<b>Plat Review</b>			
	Tentative approval of preliminary plat	\$5.00 per-lot \$300 minimum	
	Final approval of preliminary plat	\$3.50 per lot-\$300 minimum	
<b>Final Plat Approval</b>			
	Plat review	\$15.00 per lot-\$350 minimum	
<b>Site Condominium Review</b>			
	Site visit	\$300.00	
	Preliminary Plan Review	\$9.00 per unit-\$450 minimum	
	Final Plan Review	\$5.00 per unit-\$300 minimum	
<b>Special Meetings</b>			
	Planning Commission Meeting	\$700.00	
	Zoning Board of Appeals Meeting	\$600.00	
	<b>Special Land Use Permit</b>	1200.00 + possible consulting fees	
<b>Temporay Land Use</b>			
	Temporary Sales/Event Activity	\$50.00	new
	Seasonal Sales/Event Activity	\$250.00	new
	<b>Zoning Verification Request</b>	\$150.00	moved from building dept
	<b>ZBA Variances</b>	\$725.00	





**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Mayor / City Council</b>			
<b>Document Fees</b>			
	See "Public Documents" for specific documents and fees related to Mayor/City Council.		
<b>Photocopy Fees</b>			
	See "Photocopy Fees - All Departments" for specific fees related to Mayor/City Council.		
<b>Mayoral Marriage</b>			
	Resident	\$50.00	
	Non Resident	\$100.00	
	<b>Rental of City Council Chambers</b>	\$50.00/hour	
	<b>Special Council Meeting</b>	\$365.50	
<b>Police Department</b>			
	<b>Background Check Fee per Fire Authority Request</b>	\$10.00	
	<b>Copy of Police Reports Authorized for Distribution</b>	\$10.00	
	<b>Court Ordered Preliminary Breathe Test</b>	\$15.00	
		1st Instance per year - \$0, when notify PD of correction of problem	
	<b>False Alarm Fines</b>	\$50.00/each thereafter	
	<b>Fingerprinting (2 cards only)</b>	\$35.00	
	<b>Impounded Vehicle Fee</b>	\$50.00	
	<b>Juvenile Offender Diversion Program Admin Fee</b>	Max \$150 per Offense	
	<b>Local Criminal History Record Check</b>	\$25.00	
	<b>Parking Permits</b>	\$35.00/each	
	<b>Reimbursement/Restitution Drunken Driving Arrests-Routine Case*</b>	\$150.00	
	<i>* In cases where actual costs exceed \$150, such as accident or other unusual circumstance requiring numerous officers or other resources, amount will be calculated based on actual costs.</i>		
	<b>Sex Offender Registration</b>	\$50.00	new
	<b>Special Duty, Regular Officer</b>	Current billable hourly rate of Officers, as calculated annually, call for current rates	
	<b>Special Duty, Reserve Officer</b>	Current billable hourly rate of Officers, as calculated annually, call for current rates	
	<b>Video/Audio Recording Duplication Fee per tape/disk</b>	\$50.00	

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**DEPARTMENT / SERVICE**

**FEE DESCRIPTION**

**FY 2023/24 FEES**

**Police Department (continued)**

**PARKING FINES:**

Nature of Offense	Paid within 72 hours / Paid after 72 hours but within 30 days
Abandoned vehicle (plus towing and storage charges)	\$20/\$40
All night parking (between 3 am and 6 am)	\$5/\$10
Angle Parking violation	\$10/\$20
Between a sidewalk and curb	\$10/\$20
Bicycle parking violations	\$10/\$20
Bus, taxicab stand violations	\$10/\$20
Disabled vehicle, failure to move	\$20/\$40
Failure to set brakes	\$10/\$20
Headed against traffic or left wheels to edge of roadway	\$20/\$40
In alley	\$10/\$20
Keys in vehicle or motor running	\$20/\$40
Load zone violation	\$10/\$20
Non-metered area, not parked within space	\$10/\$20
Obstructing traffic	\$20/\$40
Overtime parking, exceeding posted limit	\$5/\$10
Parked on grade, wheels not turned to curb	\$10/\$20
Parking too far from curb	\$10/\$20
<b>Parking for Prohibited Purpose:</b>	
Working/repairing vehicle	\$10/\$20
Displaying advertising	\$10/\$20
Selling merchandise	\$10/\$20
Storage over 48 hours	\$10/\$20
<b>Prohibited Zone:</b>	
In prohibited zone	\$10/\$20
In tow away zone	\$10/\$20
In fire lane	\$10/\$20

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

<b>DEPARTMENT / SERVICE</b>	<b>FEE DESCRIPTION</b>	<b>FY 2023/24 FEES</b>
<b>Police Department (continued)</b>		
<b>PARKING FINES (continued):</b>		<b>Paid within 72 hours / Paid after 72 hours but within 30 days</b>
	<b>Nature of Offense</b>	
	<b>Prohibiting Parking (Signs Unnecessary):</b>	
	On sidewalk	\$20/\$40
	In front of drive	\$10/\$20
	Within intersection	\$20/\$40
	Within 15 feet of hydrant	\$10/\$20
	On crosswalk	\$20/\$40
	Within 20 feet of crosswalk or 15 feet of corner lot lines	\$10/\$20
	Within 30 feet of street side traffic sign or signals	\$10/\$20
	Within 50 feet of R x R crossing	\$10/\$20
	Within 20 feet of fire station entrance	\$10/\$20
	Double parking	\$10/\$20
	On bridge or viaduct or within tunnel	\$20/\$40
	Blocking emergency exit	\$10/\$20
	<b>Taxicab, parking other than cab stand</b>	\$10/\$20
	<b>Unauthorized parking in handicap space</b>	\$50/\$100

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Department of Public Works</b>			
Car Wash Rental Deposit		\$50.00	
DPW Labor-Regular time		\$42/hour	
DPW Labor-Saturdays		\$63/hour	
DPW Labor-Sundays & Holidays		\$84/hour	
Freon filled Appliances*		\$35/each	
<i>* Residents may purchase a \$35 sticker from the Department of Public Works to place on a Freon-filled appliance to have it picked up curbside.</i>			
<b>Millpond Amphitheater Rental (4 hour block)</b>			
Refundable Deposit		\$500.00	
City Resident		\$100.00	
Non-City Resident		\$150.00	
<b>Sculpture Garden Rental</b>		\$20/hour	
<b>Utility Right of Way Permits</b>			
Residential*		\$50.00	
Commercial*		\$125.00	
Ariel Cable/Wire Installation or Maintenance including Street Light Maintenance	*		
Bore, Jack, and Tunnel (Auxiliary Underground Maintenance or Installation)	*		
Pavement cutting for any Purpose	*		
Annual Blanket Utility Right of Way Work Permit**		\$3,000.00	
<i>* A performance bond may be required as detailed below</i>			
<i>** Payable once a year and the fee may replace or be used for an unlimited number of permit fees in a given year for any work performed in the ROW. An annual right-of-way work permittee must submit a monthly application form to the city manager and public works director describing nature and location of all planned right-of-way work for the following month for approval prior to date work begins.</i>			
<b>Performance Bond Amounts:</b>			
Disruption, boring, removal, etc. asphalt or concrete street		\$1,500.00	
Disruption or removal of curb		\$500.00	
Disruption or removal of sidewalk		\$300.00	
Disruption of greenbelt		TBD by DPW Director (\$100.00)	TBD by DPW Director (\$50.00)

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Refuse Collection &amp; Disposal</b>			
<b>Residential Refuse User Fee</b>	\$18.48/month plus any recycling surcharges by Waste Management	\$17.77	

The following are in reference to refuse and reflect the details of the rubbish hauling and disposal contract with Waste Management:

**Weekly Refuse Volume Limitations**

Weekly refuse volumes for all customers will be limited to what can fit in one trash cart and one recycle card.

Three (3) 30 gallon plastic bags or one (1) curb cart.

Customers who have an occasional need to dispose of more refuse than the above volumes may contact Waste Management to schedule pickup for an additional fee.

**Special Pickups**

Each residential unit collected under the Refuse Collection Contract is entitled to one special pick-up per fiscal year at no charge. All materials will be collected at the curb or roadside only.

"No Charge" special pick-ups must be scheduled in advance through Waste Management on a first come basis. There is a limit of fifteen (15) special pick-ups per service day, up to thirty (30) per week, unless otherwise agreed.

Special pick-up items include Freon-free appliances, furniture, yard waste, and miscellaneous trash. Small items must be in containers or bundled as to be easily handled by the contractor.

Any one item must not exceed what 2 persons can safely and reasonably lift.

Total volume cannot exceed two (2) cubic yards. This is an area 3'x3'x6'. It is equivalent to approximately 3 washers/dryers, 2 couches, 20 bags of leaves or grass.

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Utilities (Water and Sewer)</b>			
<b>Utility User Fees (bi-monthly)</b>			
<b>Water</b>			
<b>(Commodity per 1,000 Gallons):</b>			
City		\$6.48	\$6.00
Genoa Pine Creek, Hamburg Township		\$6.48	\$6.00
Genoa Dillon, Genoa Northstar 2, Brighton Township		\$7.14	\$6.61
Genoa Northstar 1		\$7.46	\$6.91
PILOT (Payment in Lieu of Taxes)		\$16.66	
Bulk Water - (8*Commodity Rate)*4 (4,000 gallon minimum)+ (2*Commodity Rate) for every 1,000 or fraction thereof used over 4,000.*	\$207.36 minimum + \$12.96 for each add't 1,000 gallons		
* Ex: (8*\$6.00)*4 = \$192.00 minimum charge + (2*\$6.00) for every 1,000 gallons used over 4,000			
Note: If a contractor is performing work for the City and requires bulk water for the contracted work, then the contractor will pay the (8*Commodity Rate) for the first 4,000 gallons only once, regardless of how many times bulk water is provided for the given project. Thereafter, the (2*Commodity Rate) for every 1,000 gallons or fraction thereof used over 4,000 will apply.			

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

DEPARTMENT / SERVICE	FEE DESCRIPTION	FY 2023/24 FEES	FY 22/23 FEES IF CHANGED
<b>Utilities (Water and Sewer) (continued)</b>			
<b>Wastewater:</b>			
<b>(Commodity per 1,000 Gallons):</b>			
	City	\$7.55	\$6.86
	Genoa, MDOT	\$7.55	\$6.86
	Hamburg	\$7.13	\$6.48
<b>Administrative (per meter size/service)</b>			
	City - Rates reflect Bi-monthly Billing	\$9.81	\$10.81
	Genoa, Hamburg, MDOT - Rates reflect Quarterly Billing	\$14.72	\$16.22
<b>Debt Service (per meter size/service)</b>			
	City - Rates reflect Bi-monthly Billing		
	.75"	\$23.42	\$24.60
	1.00"	\$43.41	\$42.57
	1.50"	\$86.81	\$85.14
	2.00"	\$137.88	\$135.23
	3.00"	\$273.20	\$267.95
	4.00"	\$426.40	\$418.20
	6.00 "	\$852.80	\$836.40
	Genoa Pine Creek - Rates reflect Bi-monthly Billing		
	.75"	\$9.29	\$9.39
	1.00"	\$17.53	\$16.70
	MDOT - Rates reflect Quarterly Billing		
	1.00"	\$65.11	\$63.86
<b>Un-metered Charge - Includes Debt Service and Admin Fee in the rates</b>			
	Residential	\$107.00	\$110.92
	Governmental	\$318.27	\$329.33
	Commercial/Industrial	\$605.42	\$559.75
<b>Penalties - 10% of <u>all</u> charges due on the 21st day after billing</b>			

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utilities (Water and Sewer) (continued)**

**Utility Connection Fee Schedule**

*The following equivalent user factors will be used to assess connection fees. For purposes of this table, an equivalent user is defined as that quantity of water and wastewater discharged from an ordinary single-family dwelling. In computing charges for commercial, industrial or multiple residences, the number of units shall be determined from the following equivalent user factors. Where square footage is used in the calculation of equivalent users, it shall mean the entire square footage inside the building.*

All City users (inside or outside the City) connecting to City owned or privately owned **Water** mains furnished water by the City of Brighton water supply system shall pay a connection fee based on the rate of **\$2,802 per unit.**

All City users (inside or outside the City) connecting to City owned or privately owned **Sewers** served by the City of Brighton sewage disposal system shall pay a connection fee based on the rate of **\$7,198 per unit.**

Usage	Units	Unit Factor
Auto Dealers (new and/or used)	1.00	per premise + \$0.15 per stall
Auto Repair/Collision - Body Shops	1.00	per shop + \$0.50 per 1,000 SF
Banks	0.25	per employee station
Barber Shops	1.00	per shop + \$0.10 per chair
Bars	2.00	per 1,000 SF
Beauty Shops	1.00	per shop + \$0.15 per booth
Bed and Breakfast Establishments	1.00	per building + \$0.20 per guest
Boarding Houses	1.00	per building + \$0.20 per bedroom
Boarding Schools	0.27	per bed
Bowling Alleys (w/out bar or lunch)	0.16	per alley
Bowling Alleys (bar and/or lunch)	0.60	per alley
Car Wash (production line no recycle)	10.00	per single production line
Car Wash (production line with recycle)	5.00	per single production line
Car Wash (self service)	1.25	per stall
Child Care Service	1.00	per premise + \$0.05 per person
Churches	0.25	per 1,000 SF (minimum 1.0 unit)

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utilities (Water and Sewer) (continued)**

**Utility Connection Fee Schedule (continued)**

<b>Usage</b>	<b>Units</b>	<b>Unit Factor</b>
Cleaners (pick up only)	1.00	per shop
Cleaners (pressing facilities)	1.00	per shop plus 0.50 per press
Clinics	1.00	per premise plus \$0.50 per exam room
Convalescent Homes	1.00	per premise + \$0.50 per bedroom
Convents	1.00	per premise + \$0.20 per bedroom
Country Clubs and Athletic Clubs	1.50	per 1,000 SF
Doctor's Office	1.00	per premise + 0.5 per exam room
Drug Stores	0.25	per 1,000 SF (minimum 1.0 unit)
Factories (exclusive of industrial waste)	0.50	per 1,000 SF
Fire Stations	0.20	per stationed firefighter per 24 hours
Fire Stations (Volunteer)	1.00	per premise
Florist	1.10	per 1,000 SF
Fraternal Organizations (members only)	1.00	per hall
Fraternal Organizations (members)	2.00	per hall + bar, restaurant, etc.
Funeral Homes	1.50	per 1,000 SF + residence
Garden Center (Nursery)	1.10	per 1,000 SF
Government Offices	0.40	per 1,000 SF
Grocery Stores and Markets	1.10	per 1,000 SF
Hospitals	1.09	per bed
Hotels/Motels (private baths)	0.35	per bedroom
Industrial Buildings	0.50	per 1,000 SF
Landscaping Undeveloped Land	1.00	per 7,920 SF
Laundry	0.35	per washer
Library	0.5275	per 1,000 SF
Lumber Yard	0.05	per 2,000 SF
Mobile Homes	1.00	per pad

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utilities (Water and Sewer) (continued)**

**Utility Connection Fee Schedule (continued)**

Usage	Units	Unit Factor
Multiple Family Residences		
One bedroom Unit (changing "apartment" to "unit")	0.50	per unit
Two bedroom Unit (changing "apartment" to "unit")	0.70	per unit
Three bedroom Unit (changing "apartment" to "unit")	1.00	per unit
Duplex	1.00	per dwelling unit
Office Building	0.40	per 1,000 SF
Pet Shops	1.10	per 1,000 SF
Pool Halls	0.10	per table
Post Office	1.00	per 1,000 SF
Printing Shops	0.50	per 1,000 SF
Public Institutions other than hospitals	0.75	per 1,000 SF
Research and Testing Laboratories	0.75	per 1,000 SF
Restaurants (dinner and/or drink)	3.50	per 1,000 SF
Restaurants (fast food)	7.00	per restaurant
Restaurants (meals w/service & dishes)	2.50	per 1,000 SF
Restaurants (take out)	1.50	per 1,000 SF
Retail Stores	0.30	per 2,000 SF
Rooming Houses (no meals)	0.25	per room
Schools (w/out showers or pools)	1.00	per classroom
Schools (w/showers and/or pool)	1.50	per classroom
Senior Citizen Apartments	0.34	per apartment
Service Stations	1.00	per premise + \$0.15 per nozzle
Service Stations w/auto repair	0.15	per stall
Service Stations w/mini-mart	0.50	1,000 SF building area
Skating Rinks	0.40	per 1,000 SF
Snack Bars (drive-in)	2.50	per 1,000 SF
Swimming Pools	3.00	per 1,000 SF
Single Family Residence	1.00	per residence

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utilities (Water and Sewer) (continued)**

**Utility Connection Fee Schedule (continued)**

Usage	Units	Unit Factor
Single Family Residence w/home occupation	1.50	per residence
Sports Centers	1.00	per 1,000 SF
Stores (other than specifically listed)	0.25	per 1,000 SF
Tennis Clubs	0.15	per 1,000 SF
Tennis or Handball Indoor Club	0.50	per court
Theaters (drive-ins)	0.03	per car space
Theaters (inside w/air condition)	1.00	plus \$0.01 per seat
Tourist Courts (individual bath units)	0.27	per cubicle
Trailer Parks (central bath house)	0.40	per trailer
Trailer Park (individual bath)	1.00	per trailer
Veterinary Facility	2.00	per veterinarian
Veterinarian Facility with Kennel	1.50	per facility + \$0.5 per 5 kennels
Warehouses and Storage	0.10	per 1,000 SF

*Where buildings size and number of employees are both known, the equivalent water factors shall be based on the highest projected flow factor. Classifications not specifically listed shall be assigned values as determined by the City, but no facility shall be assigned less than one unit. Where multiple businesses exist at one location (shopping centers, hotels with restaurant or bar facilities, etc.), the various businesses will be combined equivalents.*

*In cases of expansion or change of existing water/sewer uses, connection fees shall be levied in accordance with the current connection fee schedule based upon the difference in the current and expanded or changed use, but no facility shall be assigned less than one unit.*

*In cases where an application for water and/or sewer service has been made for property which is contiguous to an existing water and/or sewer special assessment district with water and/or sewer, service will be granted only after the following fees have been paid:*

*(a) an up-front lump-sum capital charge equivalent to the pro-rata of what would have been the property's assessment costs if the property were in the district, for the remaining term of the assessment. The capital charge will be placed in the debt service fund for future debt service payments on the special assessment. The properties in the SAD will have their remaining assessments reduced by their pro-rata share of the capital charge; and*

*(b) all connection fees.*

*Connection charges not listed, such as a 24-hour operation and other unusual conditions, shall be determined by the City Manager based on an estimated typical consumptions, which most nearly approximates a use listed above.*

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utility Tap Installation Charges:**

Charge for installation of service by the City to the property line from the main in the adjacent street. Additional costs incurred added to scheduled charge.

<b>Water Tap</b>	<b><u>FY 23/24</u></b>
3/4"	\$3,495.00
1"	\$3,708.00
1 1/2 "	\$5,024.00
2"	\$5,692.00

<b>Sewer Tap</b>	
6"	\$4,080.40

<b>Inspection</b>	
Inspection of installation or abandonment by others	\$100.00 per tap or conn.

**Additional 3/4" Meter for Outdoor Water Use Only and New Meters**

Charge for installation of second meter where internal plumbing permits (does not include costs of re-plumbing)

Meter	\$300.00
Horn	\$245.00
MXU (if needed)	\$250.00

	\$220.00
	\$58.00
	\$190.00

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utility Tap Installation Charges (continued):**

**WATER TAP (Detail of Tap Charge)**

<b>MATERIALS</b>	<b>3/4" or 5/8"</b>	<b>1"</b>	<b>1 1/2"</b>	<b>2"</b>	<b>3"</b>	<b>4"</b>	
Water Meters**	\$220.00	\$300.00	\$1,300.00	\$1,575.00	\$2,000.00	\$3,900.00	see last page for 2022/23 fees
Horn	\$150.00	\$245.00	\$100.00	\$110.00	\$486.00	\$650.00	see last page for 2022/23 fees
MXU	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	see last page for 2022/23 fees
<b>Sub - Total</b>	<b>\$620.00</b>	<b>\$795.00</b>	<b>\$1,650.00</b>	<b>\$1,935.00</b>	<b>\$2,736.00</b>	<b>\$4,800.00</b>	
Copper (33') ***	\$325.00	\$450.00	\$700.00	\$1,100.00			see last page for 2022/23 fees
Corporation	\$120.00	\$150.00	\$300.00	\$500.00			see last page for 2022/23 fees
Curb Stop	\$160.00	\$230.00	\$500.00	\$700.00			see last page for 2022/23 fees
Curb Box	\$75.00	\$75.00	\$75.00	\$75.00			see last page for 2022/23 fees
Coupling	\$60.00	\$75.00	\$210.00	\$250.00			see last page for 2022/23 fees
<b>Sub - Total</b>	<b>\$740.00</b>	<b>\$980.00</b>	<b>\$1,785.00</b>	<b>\$2,625.00</b>			
<b>TOTAL MATERIALS</b>	<b>\$1,360.00</b>	<b>\$1,775.00</b>	<b>\$3,435.00</b>	<b>\$4,560.00</b>			
<b>Equipment:</b>							
Backhoe 6 hrs @ \$80.59	\$483.54	\$483.54	\$483.54	\$483.54			see last page for 2022/23 fees
Pickup 6 hrs. @\$16.04	\$96.24	\$96.24	\$96.24	\$96.24			see last page for 2022/23 fees
Labor 18 hrs.@\$50	\$900.00	\$900.00	\$900.00	\$900.00			see last page for 2022/23 fees
Surface Restoration	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00			
Inspection of Connection	\$50.00	\$50.00	\$50.00	\$50.00			
<b>TOTAL EQUIPMENT</b>	<b>\$3,529.78</b>	<b>\$3,529.78</b>	<b>\$3,529.78</b>	<b>\$3,529.78</b>			
<b>TOTAL MATERIALS/EQUIPMENT</b>	<b>\$4,889.78</b>	<b>\$5,304.78</b>	<b>\$6,964.78</b>	<b>\$8,089.78</b>			
Overhead/Administration	\$451.71	\$478.44	\$640.24	\$721.84			
<b>TOTAL</b>	<b>\$5,341.49</b>	<b>\$5,783.22</b>	<b>\$7,605.02</b>	<b>\$8,811.62</b>			

\*\*Subject to changes in market pricing

\*\*\*Copper

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utility Tap Installation Charges (continued):**

SEWER TAP (Detail of Tap Charge)	<u>FY 23/24</u>
<b>MATERIALS</b>	<b>6"</b>
Pipe* 33'	\$408.87 (\$15.39/ft x 33' = \$408.87)
Saddle	\$104.29
<b>TOTAL MATERIALS</b>	<b>\$513.16</b>
<b>Equipment:</b>	
Backhoe 6 hours @ \$71.00	\$426.00
Pickup 6 hours @ \$12.40	\$74.40
Labor:	
Operator 20 hours @ \$42.00	\$840.00
Surface Restoration	\$2,000.00
Inspection of Connection	\$100.00
<b>TOTAL EQUIPMENT</b>	<b>\$3,440.40</b>
<b>TOTAL MATERIALS/EQUIPMENT</b>	<b>\$3,953.56</b>
Overhead Administration	\$389.71
<b>TOTAL</b>	<b><u><u>\$4,343.27</u></u></b>
* Pipe	
6"	\$12.39/ft

<b>Other Utility Related Fees:</b>	<u>FY 23/24</u>
Water Meter Testing Fee/Check for Leaks	\$75.00
Water Meter Remount/Move Fee	\$25.00
Water Turn-Off/On Fee	\$0.00
<u>Water Turn-Off/On Fee (after normal business hours)</u>	
Monday-Saturday (\$50/hr x 3 hours)	\$150.00
Sunday & Holidays (\$67/hr x 3 hours)	\$200.00
Water Valve Cleaning/Repair Fee	\$100.00
Wastewater Televising Fee	\$100.00

	\$126.00
	\$168.00

**CITY OF BRIGHTON FEE SCHEDULE  
FY 23/24**

**FY 22/23 FEES IF CHANGED**

**Utility Tap Installation Charges (continued):**

**WATER TAP (Detail of Tap Charge)**

<b>MATERIALS</b>	<b>3/4" or 5/8"</b>	<b>1"</b>	<b>1 1/2"</b>	<b>2"</b>	<b>3"</b>	<b>4"</b>
Water Meters**	\$220.00	\$270.00	\$1,115.00	\$1,335.00	\$1,660.00	\$3,250.00
Horn	\$107.00	\$216.00	\$78.00	\$84.20	\$405.00	\$545.00
MXU	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00
<b>Sub - Total</b>	<b>\$517.00</b>	<b>\$676.00</b>	<b>\$1,383.00</b>	<b>\$1,609.20</b>	<b>\$2,255.00</b>	<b>\$3,985.00</b>
Copper (33') ***	\$127.71	\$166.65	\$277.86	\$447.81		
Corporation	\$61.00	\$91.00	\$263.00	\$435.00		
Curb Stop	\$117.00	\$165.00	\$412.00	\$654.00		
Curb Box	\$64.04	\$64.04	\$64.04	\$64.04		
Coupling	\$31.00	\$36.00	\$119.00	\$162.00		
<b>Sub - Total</b>	<b>\$400.75</b>	<b>\$522.69</b>	<b>\$1,135.90</b>	<b>\$1,762.85</b>		
<b>TOTAL MATERIALS</b>	<b>\$917.75</b>	<b>\$1,198.69</b>	<b>\$2,518.90</b>	<b>\$3,372.05</b>		
<b>Equipment:</b>						
Backhoe 6 hrs @ \$80.59	\$426.00	\$426.00	\$426.00	\$426.00		
Pickup 6 hrs. @\$16.04	\$74.40	\$74.40	\$74.40	\$74.40		
Labor 18 hrs. @\$50	\$756.00	\$756.00	\$756.00	\$756.00		
Surface Restoration	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
Inspection of Connection	\$50.00	\$50.00	\$50.00	\$50.00		
<b>TOTAL EQUIPMENT</b>	<b>\$3,306.40</b>	<b>\$3,306.40</b>	<b>\$3,306.40</b>	<b>\$3,306.40</b>		
<b>TOTAL MATERIALS/EQUIPMENT</b>	<b>\$4,224.15</b>	<b>\$4,505.09</b>	<b>\$5,825.30</b>	<b>\$6,678.45</b>		
Overhead/Administration	\$451.71	\$478.44	\$640.24	\$721.84		
<b>TOTAL</b>	<b>\$4,675.86</b>	<b>\$4,983.53</b>	<b>\$6,465.54</b>	<b>\$7,400.29</b>		

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

2022/23 fees shown

\*\*Subject to changes in market pricing

\*\*\*Copper



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: CONSIDER APPROVAL OF THE PURCHASE AND UP-FITTING OF A NEW 2023 CHEVROLET SILVERADO ADMINISTRATION VEHICLE**

### BACKGROUND

- Currently the administration vehicle is a 2018 Dodge Durango no longer under warranty.
- The purchase of a 2023 Chevrolet Silverado will not be an addition to the fleet, rather, a replacement of the current administration vehicle.
- The new Silverado will be purchased at State Bid price via Vic Canever Chevrolet to include the 5-year extended warranty. This vehicle is currently in stock at Vic Canever Chevrolet.
- Due to supply and demand, all State Bid vehicle ordering is closed until July of 2023 when the new pricing increase takes effect. We have also been advised that there will be a several months wait time after an order has been placed.
- The Silverado will be up-fitted by Cruisers, who has provided upfitting for our entire fleet.

### BUDGET

- The new administration vehicle has been budgeted for within the 2023/2024 fiscal budget.
- To save money, avoid the State Bid price increase in July, and keep within our goal of utilizing the 5-year extended warranty to reduce our vehicle maintenance budget, a budget amendment will be required for the current year.
- Currently there is enough fund balance in the police millage fund to cover the cost of the new administrative vehicle.
- The purchase price of the vehicle is \$54,090, the estimated up-fitting of the vehicle is \$7,500, for a total of \$61,590.
- We are requesting approval for the purchase and budget amendment in the amount of \$65,000. This request included an additional \$3,410 for any potential inflationary cost for up-fitting.

### RECOMMENDATION

Approve the purchase of a new 2023 Chevrolet Silverado administrative vehicle from Vic Canever Chevrolet in the amount of \$54,090, with up-fitting to be completed by Cruisers for an amount not to exceed \$10,910. Additionally approve budget amendments for the use of fund balance in the police capital fund in the amount of \$65,000 in fiscal year 2022/23, and reduce the 2023/24 budget by that same amount.

Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Elizabeth Gaines, Finance Director

Within Budget

Budget Amendment Necessary and In Proper Form to move budget from 2023/24 to 2022/23

Other \_\_\_\_\_

Reviewed &

Approved by: Gretchen Gomolka, City Manager



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: CONSIDER THE PURCHASE OF A PORTABLE GENERATOR FROM TOTAL ENERGY SYSTEMS, LLC IN THE AMOUNT OF \$62,564.07**

### **BACKGROUND**

- The City of Brighton purchased its first trailer generator in 1992. As more sewer lift stations and water booster stations were installed throughout the collection and distribution systems, additional generators were purchased and added to the fleet.
- The City of Brighton currently has five portable trailer generator units that are used to supply power to our 13 sewer lift stations and 3 water booster stations in case of a DTE power outage.

### **ADMINISTRATIVE SUMMARY**

- When power fails at a sewer lift station or water booster station, City Staff must bring and connect one of these generators to each station that is affected by the power outage to keep the collection and distribution systems functioning.
- There have been times during large scale power outages that we do not have enough generators to keep all the stations that have lost power running. This requires Staff to work around the clock to keep sanitary sewers flowing and water pressure boosted by using a pickup truck to tow a generator to the affected site and connect it to the station. Once a generator has been connected, the wet well is then pumped down or a water booster pump fills a tank. Staff then disconnects the generator and heads to the next station that is without power. This sometimes continues for numerous days until DTE restores power.
- Staff would like to add one more generator to the fleet to help reduce the amount of staff time needed to ensure the water and wastewater systems are operating during power outages.
- We have two different sized generators. Three are 50,000 watt generators and two are 100,000 watts. Most stations utilize the smaller size generator and since we already have two of the larger size, Staff has determined that it would be best to purchase another 55,000-watt machine.
- Staff received a quote from Total Energy Systems, a local company that supplies Kohler brand generators. We currently have three Kohler generators and have found them to be reliable, quiet, and easy for our staff to operate. They participate with the competitive solicitation service Sourcewell, of which the City of Brighton is a member. Pricing for this generator was obtained through a competitively bid contract through this organization.

## **BUDGET INFORMATION**

- There is currently \$60,000.00 in the approved CIP budget for the 2022/23 budget year for the purchase of a new portable generator. Throughout the current fiscal year, various projects and purchases in the wastewater division have been completed lower than the budgeted amount, leaving available funds to cover the additional amount of \$2,564.07 needed.

## **RECOMMENDATION**

Approve the purchase of a portable generator from Total Energy Systems, LLC in the amount of \$62,564.07.

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget, when using savings from other projects
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Total Energy Systems, LLC Quote

**Temporary Generators are available at Total Energy Systems.**  
Contact Rental Sales Manager, Bob Thackeray, at (248) 840-6428 or [rental@totalenergysystems.com](mailto:rental@totalenergysystems.com) for details.

**OFFER TOTAL SELL PRICE: \$62,564.07**

Proposal is firm for 30 days.  
Estimated Current Lead Time: 57 to 60 weeks after approved submittals.  
No Freight included in this proposal due to the widespread fluctuation in freight cost over time.  
Freight will be billed at time of shipment.  
Price does not include any applicable taxes or installation.

**OFFER ACCEPTANCE**

I hereby authorize Total Energy Systems LLC to use this form as a bona fide purchase order of the equipment shown on Offer Number: SAP 0026975921, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the Total Energy Systems terms and conditions on the following page.

**Proposed by:**  
Company: Total Energy Systems, LLC Company

**Accepted by:**  
Company: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_

**Please initial Submittal Preference:**

- \_\_\_\_\_ Order released to Production; Submittals needed for Record Only
- \_\_\_\_\_ Submittal required, and submittal approval needed to release to Production.
- \_\_\_\_\_ Order released to Production; No submittals needed.

# KOHLER<sup>®</sup> Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044

Phone: 920-457-4441

Visit us at [KohlerPower.com](http://KohlerPower.com)

[www.kohlerpower.com](http://www.kohlerpower.com)

Job Name: City of Brighton

Quote Number:0026975921

Quote Submitted: 04-17-2023

Valid Through: 05-15-2023

Page: 5

## PLEASE NOTE:

- A. Quotation expires in 30 days.
- B. **Off-loading, installation, insulation, etc. of all associated equipment is not included, unless otherwise stated.**
- C. NETA Testing, if required, is not included and will be completed by others.
- D. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
- E. Quotation meets functional intent of specifications, either verbal or written, unless otherwise noted.
- F. State and/or local permits, where applicable, are not included and must be purchased by owner or installing contractor.
- G. Recording of training or recorded versions of training are not provided due to liability reasons.
- H. Due to unprecedented, industry-wide, supply chain and labor constraints, the established and published factory lead-times we typically offer are now considered a good faith estimate and are subject to change. We cannot guarantee manufacturers' lead times, but we will endeavor to communicate the most current estimated factory delivery.
- I. Acceptance of any order is subject to credit approval.

## TERMS AND CONDITIONS:

**TERMS:** Payment is due within 30 days of our invoice date. Equipment will be invoiced when ready to ship, i.e., progress billing. Services will be billed upon completion. Payment of your invoices is not contingent on any payments received from your customer. We may determine, at our sole discretion, that your financial condition requires a 30% down payment prior to the order being released to production. Past due accounts are subject to financing fees of 1.5% per month. Should we need to take collections actions against you, you will be liable for any collection/attorney fees incurred.

**CREDIT CARD PAYMENTS:** Credit card payments are subject to a processing fee of up to 3%.

**GENERAL:** Clerical errors are subject to correction. Orders resulting from quotations become contracts. Any agreement or other understanding supplementing or modifying the conditions of the contract will not be mutually binding unless made in writing.

**LIABILITY:** We accept orders under the condition that the customer waives any claims for damages, liquidated or otherwise, arising from delays in delivery of product. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense, or liability for repairs made without our prior written consent. We assume no liability for losses sustained through the use of any of the products purchased via the contract.

**RETURNED MATERIAL:** Material may not be returned without first obtaining written approval. No claim will be allowed, nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

**SHIPMENT:** Our responsibility ceases with the delivery of equipment in good order to transportation companies (FOB Shipping Point). Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier, which in our opinion is satisfactory.

**TAXES:** State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

**GUARANTEE:** As outlined by applicable manufacturer.

**STORAGE:** Storage fees will be charged on all equipment which is ready for shipment but not shipped at your request. Terms still apply.

**CANCELLATION:** All orders cancelled after submittal completion are subject to a \$1,000 fee. All orders cancelled after the submittal is approved are subject to cancellation charges of up to 50% as incurred by Total Energy Systems from the manufacturer.

**WARRANTY:** All orders must have start up completed within 12 months of shipment from factory, or warranty could be VOID.

**With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 05/15/23 in order maintain pricing.**

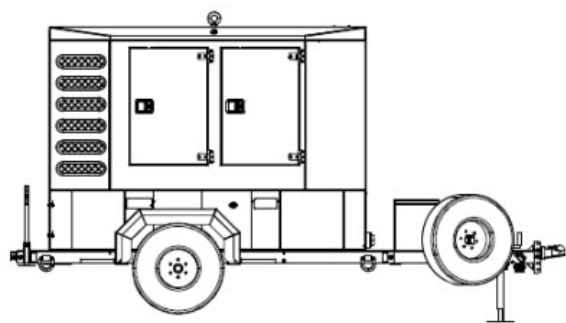
**No Freight included in this proposal due to the widespread fluctuation in freight cost over time. Freight proposal will be provided at time of shipment.**

## "Proven Provider of Critical Power Solutions"

For: City of Brighton

From: Total Energy Systems, LLC

### GENERATOR



#### Kohler Model: 55REOZT4

This diesel generator set equipped with a 4P8X alternator operating at 277/480 volts is rated for 47kW/58 kVA. Output amperage: 71

Qty	Description
1	<p>55REOZT4 Generator Set</p> <p><b>Includes the following:</b></p> <p>Literature Languages English</p> <p>Engine 55REOZT4 Towable, 12V, 60Hz</p> <p>Nameplate Rating Standby 150C Rise</p> <p>Voltage 60Hz, 277/480V, Wye, 3Ph, 4W</p> <p>Alternator 4P8X</p> <p>Cooling System Unit Mounted Radiator, 45C</p> <p>Skid and Mounting Skid/Tank, Mobile</p> <p>Air Intake Heavy Duty</p> <p>Controller DEC3500</p> <p>Selector Switch Selector Switch and Outlets</p> <p>Connection Options Camlock Load Connectors</p> <p>Trailer Installed to Generator Set</p> <p>Trailer Accessories, Installed Lunette Eye Kit</p> <p>Trailer Accessories, Installed Spare Tire</p> <p>Trailer Accessories, Installed Tool Box and Fire Extinguisher</p> <p>Enclosure Type Sound</p> <p>Enclosure Material Steel</p> <p>Starting Aids, Installed Cold Weather Package</p> <p>Electrical Accy.,Installed Battery Charger, 6A</p> <p>Dry Contacts, Installed 15 Relay</p> <p>Miscellaneous Accy,Installed Coolant in Genset</p>

	Miscellaneous Accy,Installed Warranty	Oil in Genset Standard
1	Spark Arrestor Kit, 2.5" Inlet	
1	Lit Kit, Production, 55REOZT4	
1	Lit Kit, General Maint, 55REOZT4	

---

## DISTRIBUTOR START-UP

---

1. Start-up, must be scheduled a minimum of 10 - 14 days prior to requested start-up date. Contact the Service Department at 1.888.548.1400 ex 3301 or [service@totalenergysystems.com](mailto:service@totalenergysystems.com) for date and time.

### **SERVICE ITEMS INCLUDED WITH THIS PROPOSAL:**

Lubricating Oil

Antifreeze - 50/50 Mix

Battery

Start Up Service completed at Total Energy Systems.

One (1) day reserved, during normal business hours, for inspection,  
engine prep work, initial engine start-up and training

Training session to be completed same day as startup. If not, return trip and Purchase Order is required

2. Contractor shall coordinate and schedule start-up and shall be responsible for **ADDITIONAL field service costs** if start-up cannot be completed in time allowed as a result of incomplete installation.

\* Normal business hours are M-F 8:00AM to 4:30PM.

After hours Start ups are available for an additional charge. Standard published rates apply.

---

## CLARIFICATIONS

---

1. Total Energy System's proposal is based on meeting the functional intent and system requirements of the job description.
2. No specifications or drawings were provided for the project prior to providing the above equipment.
3. Unless specifically listed in our Bill of Material, equipment not indicated is assumed to be supplied by others. We reserve the right to correct any errors or omissions.
4. 110% overload not applicable in standby application.
5. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.
6. The generator will need to be filled with #2 winter blend diesel & DEF Fluid after training; this is not included in proposal.

# KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044  
 Phone: 920-457-4441  
 Visit us at KohlerPower.com  
[www.kohlerpower.com](http://www.kohlerpower.com)

Job Name: City of Brighton  
 Quote Number:0026975921  
 Quote Submitted: 04-17-2023  
 Valid Through: 05-15-2023  
 Page: 3

<b>Sourcewell Information:</b>						
<b>KOHLER Awarded Contract: 092222-KOH</b>			<b>KOHLER Contract Maturity Date: 11/22/2026</b>			
<b>Model</b>	<b>Kohler List Price (Each)</b>	<b>Sourcewell Member Discount (% = \$)</b>		<b>Sourcewell Member Total Price FOB Factory</b>		<b>Qty.</b>
55REOZT4	\$ 80,124.00 *	32	%	\$ 25,639.68	\$ 54,484.32	1

<b>Open Market Items:</b>						
<b>DISTRIBUTOR STARTUP &amp; TRAINING</b>	<b>List Price (Each)</b>	<b>Sourcewell Member Discount (% = \$)</b>		<b>Sourcewell Member Total Price</b>		<b>Qty.</b>
STARTUP	\$ 5,109.00 *	5	%	\$ 255.45	\$ 4,853.55	1

<b>FREIGHT TO JOB SITE</b>	<b>List Price (Each)</b>	<b>Sourcewell Member Discount (% = \$)</b>		<b>Sourcewell Member Total Price</b>		<b>Qty.</b>
FREIGHT	\$ 3,396.00 *	5	%	\$ 169.80	\$ 3,226.20	1



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 4, 2023

**SUBJECT: CONSIDER APPROVAL OF THE PURCHASE AND INSTALLATION OF TWO REFURBISHED FEDERAL TORNADO SIGNAL SIRENS FROM WESTSHORE SERVICES IN THE AMOUNT OF \$33,000**

### **BACKGROUND**

- The City of Brighton owns and maintains two tornado sirens. One is located on the same property as the water tower on Summit Street and the second is located inside the Old Village Cemetery. Both sirens are approximately 30 years old.
- Each year, the sirens are inspected to determine if they are working properly or if any maintenance is needed. Also, there is an annual tornado warning test that is completed by Livingston County.

### **ADMINISTRATIVE SUMMARY**

- This year, when the County's test was done, it was determined that the siren located on Summit Street is not working and will require approximately \$5,000 worth of repairs to get it back online. Due to the age of the siren, the contractor is unsure if they can locate the parts to make the repair and there will be no warranty given.
- Westshore Services is the company that performs all inspections and maintenance on the City's sirens as they are the sole source provider for the Federal Signal Siren equipment in Michigan. They have provided us with two options for replacement of the siren.
  - Option 1: Purchase a new Federal Signal siren, which would be the same as all other sirens in Livingston County. It can report when it has issues like bad batteries, power loss, or no communication with the system. The cost of this option is approximately \$27,000.
  - Option 2: Purchase a reconditioned Federal Signal siren. This is the new-model siren, which is also the same as other sirens in the County and has the same capabilities; however, it has been used by another community. The cost of this siren is \$17,000. If the City would like to replace both sirens with refurbished ones, they would reduce the cost to \$16,500 each, for a total cost of \$33,000 for two sirens.
- Due to both sirens being the same age and the potential for the second one to fail, Staff is recommending that we purchase two refurbished sirens at a total cost of \$33,000.

### **BUDGET INFORMATION**

- The purchase of these tornado sirens was not included in the FY 2022/2023 budget, so Staff is recommending City Council approve budget amendments of \$33,000 in the Capital Improvement Fund to be funded by a transfer from either fund balance in the Capital Reserve Fund or fund balance in the General fund. Both funds have sufficient fund balance, we are leaving it up to City Council to decide where to draw down the funds from.

### **RECOMMENDATION**

Approval of the purchase and installation of two refurbished federal tornado signal sirens from Westshore Services in the amount of \$33,000 and budget amendment of \$33,000 to transfer funds from either the Capital Reserve Fund or the General fund to fund the Capital Improvement Fund.

Prepared by: Patty Thomas, Asst to the DPS Director

Reviewed by: Marcel Goch, DPS Director

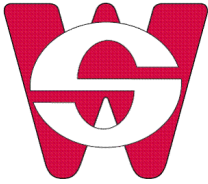
Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Refurbished Siren Quote



# West Shore Services, Inc.

6620 Lake Michigan Dr.  
PO Box 188  
Allendale, MI 49401

Phone: 616-895-4347  
Fax: 616-895-7158

# QUOTE

Date	Quote #
4/25/2023	5035

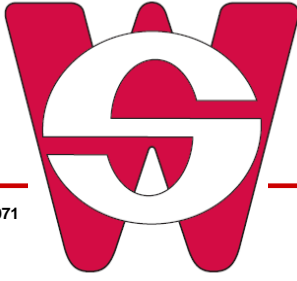
## Refurbished Tornado Siren Quote

Name / Address
Brighton Area Fire Authority Fire Chief Jim Tester 615 W. Grand River Ave Brighton, MI 48116

Terms	Project Name
Net 30	Used 2001 AC/DC

Item	Description	Qty	Rate	Total
2001-130 USED	SIREN HEAD, DC, ROTATING, 130 DB 2001-130 USED	2		0.00
ES-PART	USED DCFCTBDH CNTRL, DIGITAL, 150-174 MHZ	2		0.00
2001TRBP	NEW TRANSFORMER RECTIFIER PLUS	2		0.00
ES-PART	OMNI ANTENNA WITH MOUNTING HARDWARE	2		0.00
TOTAL	TOTAL OF ABOVE WITH INSTALLATION	2	17,000.00	34,000.00
<b>**PLEASE NOTE - IF TWO ARE PURCHASED, THERE WILL BE A \$500 DISCOUNT PER SIREN, FOR A TOTAL OF \$1,000 DISCOUNT**</b>				
Terms	Please note: Attached Sales Agreement Terms and Conditions apply. Sales tax and Shipping not included unless otherwise shown. Electrical service by others unless otherwise quoted. Required permits and/or licenses are the responsibility of others. WSS is not responsible for rock drilling or differing site conditions; if discovered extra charges will apply.  Package Price – Line item price not available separately and/or for lesser quantities. In case of scope or quantity changes, West Shore reserves the right to modify quote.			0.00

<b>Subtotal</b>		<del>\$34,000.00</del>
<b>Sales Tax (6.0%)</b>		\$0.00
<b>Total</b>		<del>\$34,000.00</del> <b>\$33,000.00</b>



Est. 1971

# West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

## SALES AGREEMENT

**Agreement.** This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

**Termination.** This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**Price/Shipping/Payment.** Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**Hold Harmless.** Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

**Taxes.** Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

**Delivery.** Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**Returns.** Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**Limited Warranty.** WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

**Patents.** WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

**Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

**Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

**Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

**Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

**Radio Frequency Interference.** WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

**Installation Site Approval.** Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

**AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

**Permits & Easements.** Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

**Soil Conditions Clause.** In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

**Contaminated Sites.** WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

**Site Cleanup.** Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

**Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

**Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

**Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

**Safety Requirements & Compliance.** WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

**Project Delays.** WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.



► Model 2001-130 and Equinox

## High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

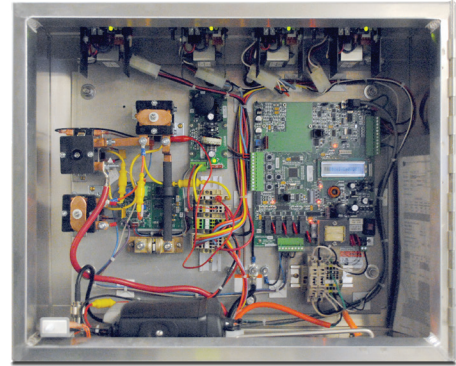
The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

### F E A T U R E S

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating





► Model DCFCTBD

## Two-Way Digital Controller for Electro-Mechanical Sirens

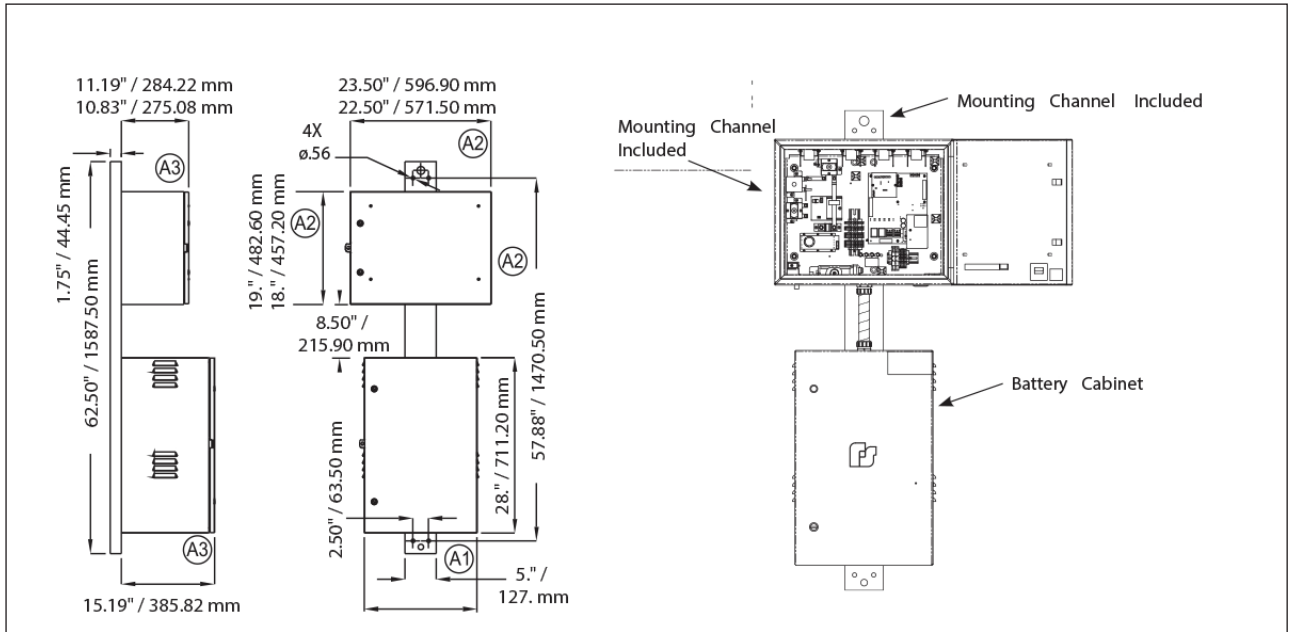
Federal Signal DCFCTBD siren controllers are two-way digital, battery-operated/back-up and status monitoring systems for use with the Federal Signal 2001-130, Equinox, 508-128 and Eclipse8 sirens. The DCFCTBD siren controller typically interfaces with off-the-shelf two-way radio transceivers and communicates to a base controller. DCFCTBD siren controllers can be used with radios utilizing single-tone, two-tone sequential, DTMF, POCSAG, AFSK, EAS and digital formats such as P25 and Tetra. The DCFCTBD controllers can be equipped with optional communications such as landline, IP, fiber, satellite, and cellular. This makes DCFCTBD siren controllers compatible with virtually any existing siren control system or communication method. There are four local inputs and four local push buttons for activation, plus a reset option.

DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with local inputs, local pushbuttons or via the communications channels. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point. The DCFCTBD siren controller offers six user programmable functions in addition to the five pre-set functions (arm, disarm, report, growl test and master reset). These controllers include sensors to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

### F E A T U R E S

- Two-way siren controller for 48VDC Sirens
- Two-way radio control and status monitoring
- Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security
- Able to utilize multiple communication paths for redundancy
- Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8
- Solar options available
- Push buttons for local activation
- Landline, Ethernet (IP) or radio control
- UL Listed for general signaling
- DNV Certified

## Two-Way Digital Controller for Electro-Mechanical Sirens (DCFCTBD)



### SPECIFICATIONS

Operating Temperature: -22°F to 149°F / -30°C to 65°C  
 AC supply voltage: 120VAC @ 4.0 Amps  
 240VAC @ 2.0 Amps  
 Battery Backup: 48VDC  
 Current Draw: +/- 10%, 50/60 Hz, maximum standby current  
 DCFCTBD Power Supply: 6A @ 13.3VDC  
 Battery Backup: 48VDC  
 Current Draw: < 0.2 amps in standby  
 Serial Port Protocol: RS232C 1200, N, 8, 1  
 Programmable Frequency: Power Out and Private Line options.  
 For further details, consult the Vertex® product manual.  
 EAS: Supports standard EAS codes and wildcards  
 POCSAG: Supports binary AFSK 512 Baud numeric messages.  
 4 relay outputs: SPST  
 Contact Rating:(4 relays standard) 5A @ 28VDC – 8A @ 240VAC  
 Shipping Weight:  
 DCFCTB Total Weight (including batteries) 364 lbs 165 kg  
 Shipping Weight (excluding batteries) 300 lbs 136 kg  
 2001TRBP Net Weight 150 lbs 68 kg  
 2001TRBP Shipping Weight 190 lbs 86.2 kg

### HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description	Part Number
Two-way Controller DC Powered, no radio	DCFCTBD
Two-way Controller, Radio Controlled, DC Powered (H=high band, U=UHF)	DCFCTBDH/U
Two-way Controller, IP-enabled, DC Powered	DCFCTBD-IP

Note:  
 Antenna and cable are not included with radio activation control and must be ordered separately  
 Batteries required. Call for assistance with specific system requirements

### OPTIONAL ACCESSORIES

Description	Part Number
Federal programming software (Non-digital applications)	FSPWARE
Commander® Software System, *10, 25, 255, or 512 Site License	SFCD*
208-240VAC operation	2001TRBP
Activation system	SS2000+
Solar powered option	Contact Federal Signal
Antenna	Contact Federal Signal



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

May 4, 2023

**SUBJECT: CONSIDER APPROVAL OF A 3-YEAR CONTRACT FOR UPGRADED CITY OF BRIGHTON TELECOMMUNICATION SERVICES WITH CLEAR RATE COMMUNICATIONS**

### **BACKGROUND**

The City has utilized Clear Rate for telephone services for many years. Several years ago Clear Rate began moving customers to a new platform. We continued to be on the older platform as legacy users, however due to ongoing issues with the outdated telephone system, it has been determined that an upgrade to the new platform is necessary to correct the issues.

### **ADMINISTRATIVE SUMMARY**

City staff worked closely with the team at Clear Rate to review the current telecommunication system and the various options to improve the functionality of the system. Staff collaborated with Clear Rate to ensure an accurate representation of staff phone numbers, extensions, and emails to ensure the implementation of the updated system would take place with minimal interruption.

The products and services included in the three-year contract is a telecommunication platform upgrade to all facilities within the City of Brighton. During this review, we were able to consolidate and eliminate some lines which will result in not only improved services, but also a significant reduction in the costs. We are currently paying approximately \$2,900 per month and this will be reduced by half to just \$1,401 per month. The contract calls for auto-renewals for successive 24 month periods at a time, which can be cancelled by the City prior to any renewal period.

### **BUDGET INFORMATION**

Due to the savings in the new contract we will have budget savings in this line item.

### **RECOMMENDATION**

Authorize the City Manager to execute the Clear Rate contract to update the current telecommunication system.

Prepared by: Michelle Miller, Human Resources Manager

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other \_\_\_\_\_

Elizabeth Gaines, Finance Director

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

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachment: Clear Rate Contract



# PROPOSAL

Presented to:



By:



C L E A R R A T E  
B U S I N E S S

Clear Rate Communications  
2600 W. Big Beaver Rd., Ste. 450  
Troy MI 48084

Luma Gorial  
lgorial@clearrate.com  
248.556.9510



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>City Hall 200 N. First Street Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$272.00	\$699.00	\$399.00	\$272.00
Digital Business Lines	10			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	10	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	10		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (94 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 310 Existing	3			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	10			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 510 Existing	7			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences- Basic	5			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	15			\$0.00	\$0.00	\$0.00	\$0.00
Paging System	1			\$0.00	\$0.00	\$0.00	\$0.00
24 Port POE Switch Replacement	1			\$0.00	\$0.00	\$0.00	\$0.00
eFax Service	15			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Business POTS Line</u></b>	1			\$27.95	\$0.00	\$0.00	\$27.95
Local Calls	1	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	1		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Install Total</u></b>						<b>\$399.00</b>	
<b><u>Monthly Total</u></b>							<b>\$299.95</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>Police 440 S. Third Street, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$567.00	\$0.00	\$0.00	\$567.00
Digital Business Lines	15			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	15	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	15		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (68 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 310 Existing	6			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	7			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 500 Existing	8			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 600 Existing	2			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences- Basic	13			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	10			\$0.00	\$0.00	\$0.00	\$0.00
Paging System	1			\$0.00	\$0.00	\$0.00	\$0.00
28 Port POE Switch Replacement	1			\$0.00	\$0.00	\$0.00	\$0.00
Call Recording	10			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Business POTS Line</u></b>	1			\$27.95	\$0.00	\$0.00	\$27.95
Local Calls	1	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	1		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Install Total</u></b>						<b>\$0.00</b>	
<b><u>Monthly Total</u></b>							<b>\$594.95</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>DPS 420 S. Third Street, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$99.00	\$0.00	\$0.00	\$99.00
Digital Business Lines	4			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	4	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	4		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (39 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 310 Existing	2			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 500 Existing	2			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	5			\$0.00	\$0.00	\$0.00	\$0.00
Paging System	1			\$0.00	\$0.00	\$0.00	\$0.00
8 Port POE Switch Replacement	1			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Install Total</u></b>						<b>\$0.00</b>	
<b><u>Monthly Total</u></b>							<b>\$99.00</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>Community Center 555 Brighton Street, Brighton, MI 48116</b>							
<b>IP PBX BYOB (Bring Your Own Bandwidth) **</b>	1			\$14.00	\$0.00	\$0.00	\$14.00
Digital Business Lines	2			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	2	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	2		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (6 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences- Basic	1			\$0.00	\$0.00	\$0.00	\$0.00
8 Port POE Switch Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
<b>Business POTS Line</b>	3			\$27.95	\$0.00	\$0.00	\$83.85
Local Calls	3	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	3		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b>Install Total</b>						<b>\$0.00</b>	
<b>Monthly Total</b>							<b>\$97.85</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>Water Plant 7377 Challis Road, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$23.00	\$0.00	\$0.00	\$23.00
Digital Business Lines	2			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	2	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	2		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (11 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 311 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	2			\$0.00	\$0.00	\$0.00	\$0.00
8 Port POE Switch Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Business POTS Line</u></b>	3			\$27.95	\$0.00	\$0.00	\$83.85
Local Calls	3	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	3		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b>Install Total</b>						<b>\$0.00</b>	
<b>Monthly Total</b>							<b>\$106.85</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>Waste Water Plant 6570 Hamburg Road, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$62.00	\$0.00	\$0.00	\$62.00
Digital Business Lines	3			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	3	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	3		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (11 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 310 Existing	4			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 500 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Basic	2			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	3			\$0.00	\$0.00	\$0.00	\$0.00
8 Port POE Switch Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Business POTS Line</u></b>	2			\$27.95	\$0.00	\$0.00	\$55.90
Local Calls	2	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	2		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Install Total</u></b>						<b>\$0.00</b>	
<b><u>Monthly Total</u></b>							<b>\$117.90</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>Cemetery 1001 Flint Road, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$16.00	\$0.00	\$0.00	\$16.00
Digital Business Lines	1			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	1	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	1		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (4 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	1			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Install Total</u></b>						<b>\$0.00</b>	
<b><u>Monthly Total</u></b>							<b>\$16.00</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>410 S. Third Street Brighton, MI 48116</b>							
<b>Business POTS Line</b>	1			\$27.95	\$0.00	\$0.00	\$27.95
Local Calls	1	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	1		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b>Install Total</b>						<b>\$0.00</b>	
<b>Monthly Total</b>							<b>\$27.95</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Proposed Services

Service Type	Units	Local	Long Distance	Cost	Install	Total Install	Total
<b>CoBach 202 W. Main Street, Brighton, MI 48116</b>							
<b><u>IP PBX BYOB (Bring Your Own Bandwidth) **</u></b>	1			\$16.00	\$0.00	\$0.00	\$16.00
Digital Business Lines	2			\$0.00	\$0.00	\$0.00	\$0.00
Analog Lines (Fax, Alarm, Credit Cards)	0			\$0.00	\$0.00	\$0.00	\$0.00
Local Calls	2	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	2		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
DID Block - (6 existing)	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 310 Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 410 Existing	?			\$0.00	\$0.00	\$0.00	\$0.00
Polycom VVX 500 Existing	?			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences- Basic	?			\$0.00	\$0.00	\$0.00	\$0.00
Seat Licences - Standard	1			\$0.00	\$0.00	\$0.00	\$0.00
8 Port POE Switch Existing	1			\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Business POTS Line</u></b>	1			\$27.95	\$0.00	\$0.00	\$27.95
Local Calls	1	Unlimited*		\$0.00	\$0.00	\$0.00	\$0.00
Long Distance/Local Toll Calls	1		Unlimited*	\$0.00	\$0.00	\$0.00	\$0.00
<b>Install Total</b>						<b>\$0.00</b>	
<b>Monthly Total</b>							<b>\$43.95</b>

\*The unlimited calling plan is for voice services only. Customers may incur additional charges if any unlimited plan is used for the following applications including but not limited to, telemarketing, mass marketing, auto-dialer, mass-faxing, or any other high-usage application deemed excessive

\*\*Any cross connects or inside wire maintenance, if needed, will be charged at \$199/hour/tech

Initial: \_\_\_\_\_



# Scope of Service

**Company Name:**

*City of Brighton*

**Service Installation Address:**

*200 N. First Street*

*Brighton, MI 48116*

*Multi-site*

**Proposal Date:** 04/05/2023

**Agreement Term:** 36 Months

**Proposal Expiration:** 05/05/2023

## Executive Summary

Site	Products & Services Included	Total Install	Monthly Total
<b>City Hall - 200 N. First Street</b>	IP PBX Platform Upgrade, 10 Digital Business Lines, DID Block, 5 Basic Licences, 15 Standard Licenses, Replacement POE, 15 eFax, 1 POTS Line	\$399.00	\$299.95
<b>Police - 440 S. Third Street</b>	IP PBX Platform Upgrade, 15 Digital Business Lines, DID Block, 13 Basic Licences, 10 Standard Licenses, Replacement POE, 10 Call Recording , 1 POTS Line	\$0.00	\$594.95
<b>DPS - 420 S. Third Street</b>	IP PBX Platform Upgrade, 4 Digital Business Lines, DID Block, 5 Standard Licenses, Replacement POE	\$0.00	\$99.00
<b>Community Center - 555 Brighton Street</b>	IP PBX Platform Upgrade, 2 Digital Business Lines, DID Block, 2 Standard Licenses, 3 POTS Lines	\$0.00	\$97.85
<b>Water Plant - 7377 Challis Road</b>	IP PBX Platform Upgrade, 2 Digital Business Lines, DID Block, 2 Standard Licenses, 3 POTS Lines	\$0.00	\$106.85
<b>Waste Water - 6570 Hamburg Road</b>	IP PBX Platform Upgrade, 3 Digital Business Lines, DID Block, 2 Basic Licenses, 3 Standard Licenses, 2 POTS Lines	\$0.00	\$117.90
<b>Cemetery - 1001 Flint Road</b>	IP PBX Platform Upgrade, 1 Digital Business Line, DID Block, 1 Standard License	\$0.00	\$16.00
<b>410 S. Third Street</b>	1 POTS Line	\$0.00	\$27.95
<b>COBACH - 202 W. Main Street</b>	IP PBX Platform Upgrade, 1 Digital Business Line, DID Block, 1 Standard License, 1 POTS Line	\$0.00	\$43.95
<b>Install Total</b>		<b>\$399.00</b>	
<b>Monthly Total</b>			<b>\$1,404.40</b>

Initial: \_\_\_\_\_

# TERMS OF SERVICE



Sign to begin receiving superior service from Clear Rate Communications!

**Billing Info: Customer Name:**

**Address:**

**Tax ID:**

**E-Bill Email Address:**

***Clear Rate customers will be provided with an on-line account and all customer will be enrolled in e-billing. Credentials and the URL will be sent to the email provided above.***

This Business Service Order Agreement sets forth the terms and conditions under which Clear Rate Communications, Inc. and its operating affiliates ("Clear Rate") will provide the Services described in the attached proposal to Customer. This Agreement consists of this document, the standard Clear Rate Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Agreement. The Agreement shall terminate as set forth in the (Terms and Conditions <https://www.clearrate.com/static-assets/files/resources/BUSINESS-SERVICES-CUSTOMER-TERMS-AND-CONDITIONS-11012020.pdf>)

**Modifications:** All modifications to the Agreement, if any, must be captured in a written Amendment, executed by both parties. All other attempts to modify the Agreement shall be void and non-binding on Clear Rate. ***Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.***

**Initial Term:** This Agreement is effective and the parties' obligations commence upon the date of execution by Clear Rate ("Effective Date") and continues in effect for a period of **36 months** ("Initial Term") from the earlier of the date any of the services are first utilized by Customer (as determined by Clear Rate's records), or the 180th day after the Effective Date, which date shall be deemed "Start of Service Date."

**Automatic Renewal and Termination:** This Agreement renews automatically for successive twenty-four (24) month periods at the expiration of the Initial Term. Customer may cancel this Agreement or the twenty-four (24) month automatic renewal upon expiration of a term by providing written notice on Customer's company letterhead and signed by an officer of said company at least thirty (30) days prior to expiration of the then current term but not more than ninety (90) days prior to expiration of the then current term.

If Customer cancels the automatic renewal provision, the term shall be converted to a month to month commitment. If on a month to month term, Customer understands and agrees that any promotional pricing provided under the previous term may increase to Clear Rate's regular price for the services being provided. If Customer is on a month to month term, the customer must provide at least thirty (30) days written notice on company letterhead, signed by an officer of said company, if it wishes to terminate this Agreement and all services being provided.

***This Agreement shall be effective and binding upon full execution by both parties. In signing below the customer is certifying he or she has the authority to legally bind Customer to this Agreement. By signing this Agreement, Customer represents, warrants, and agrees to be bound by the terms within this document, any Amendments, the terms and conditions at***

***<https://www.clearrate.com/static-assets/files/resources/BUSINESS-SERVICES-CUSTOMER-TERMS-AND-CONDITIONS-11012020.pdf>.***

***By signing below the parties agree that this Agreement, which incorporates other terms by reference, is the complete agreement between the parties, and there are no other representations, warranties, terms, or conditions that govern the parties relationship, rights, and/or remedies.***

**Company**

Signature \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Clear Rate Communications**

Signature \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[www.clearrate.com](http://www.clearrate.com)

877.877.4899

[bizsales@clearrate.com](mailto:bizsales@clearrate.com)

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI, 48084



# FAQS

## **Who is Clear Rate Communications?**

Clear Rate Communications is a full service Telecommunications, Cloud, and Managed Services provider with its corporate headquarters located in Troy, Michigan.

## **Who are some of Clear Rate's Business Customers?**

Clear Rate serves many businesses in the Public & Private Sector. This includes Government, School Districts, Hospitals, Police and fire Departments, Colleges, Banks & Financial Institutions, Manufacturers, Hotels, and many other industries.

## **How long has Clear Rate been providing Voice, Internet and Data service?**

Clear Rate has been in business since 2001, providing service to residential and business customers for over 16 years.

## **How can Clear Rate provide Voice, Internet, and Data service at a lower cost than the local phone company?**

In some cases, Clear Rate will bypass the local phone company facilities completely. In other cases, Clear Rate will lease only one network element referred to as the "local loop" from the local phone company, which they are required to lease due to deregulation. All or most of the network elements are provided by Clear Rate via a fiber-optic network. This allows Clear Rate to provide extremely reliable service at very competitive rates.

## **Is Clear Rate just reselling Voice, Internet, and Data service like other providers do?**

No. Clear Rate provides service using its own network, fiber equipment, routers, switching facilities, and equipment. Clear Rate is directly connected to the public telephone network, the 911 emergency systems, and major internet exchanges. Many companies will buy all Voice, Internet, and Data services wholesale and sell the service as their own which can lead to long repair and service change delays.

## **What makes Clear Rate service reliable?**

The Fiber network, equipment, and back-up systems Clear Rate uses are compliant with FCC standards for back-up power and redundancy. Our network has redundant Generator and HVAC systems that are monitored 24/7, receive regularly scheduled physical inspection, and are proactive maintained to ensure continued operation even in extended power outages.

## **What are the main benefits of purchasing integrated Voice, Internet, and Data service?**

Integrated Voice, Internet, and Data service provides reliable Business-Class service. Repair issues are uncommon, and when they do occur, they have a repair interval of 4 hours on average.

## **How long will it take to install our business service?**

Standard installation is complete in 2-3 weeks after a signed agreement is received. We can schedule installation dates earlier or later than this to accommodate various customer needs.

## **Will I see a local phone technician or a Clear Rate Technician?**

It depends on the solution. In many cases a local phone technician will install the local loop and a Clear Rate technician will install equipment and test your service prior to service turn-up.

## **Do I have to buy any special equipment?**

No. Our equipment will work with virtually any phone system or customer-owned equipment.

## **Does Clear Rate provide any equipment?**

Yes. Clear Rate will provide integrated access equipment and a power spike cube (a one-socket power strip to protect the Clear Rate equipment from power spikes).

## **Is there any downtime?**

Yes. Downtime is typically less than 10 minutes on the day we transfer service. We conduct all work before the day of the service transfer, which minimizes downtime.

## **Can I transfer all of my existing phone numbers?**

Yes, as well as add new telephone numbers.

## **If I select an unlimited calling plan, are there any calls I would be charged for?**

Yes. There is a charge associated with International calling, Directory-Assistance calls and customer-owned toll-free calls (incoming). Your local and domestic long-distance in the lower 48 states are free.

## **Who do I call if there is a service issue?**

Please contact Clear Rate Repair at 1-866-366-4665 for any repair issues.

## **Is electronic billing and reporting available?**

Yes. You can sign-up at [www.clearrate.com](http://www.clearrate.com) to view your account and service electronically. Additionally, you can pull call usage reports.