



Brighton City Council Meeting

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

May 28, 2024 – 6:30 p.m.

AGENDA

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

Consent Agenda Items

- a. Approval of minutes: [regular meeting of May 7, 2024](#)
- b. [Approval to Recognize Build Better Foundation as a 501\(c\)\(3\), non-profit organization for the purpose of obtaining a Charitable Gaming License, Resolution #2024-13](#)
- c. [Approval to establish weed liens on properties for weed maintenance, Resolution #2024-14](#)
- d. Approval to set a special meeting for May 30, 2024, beginning at 6:00 p.m.
- e. [Approval of the 2024 Walk to End Alzheimer's civic event application](#)
- f. [Consider approval of TCO 188 for pedestrian crosswalk signs at the intersection of Fourth Street and State Street](#)

Correspondence

6. Call to the public
7. Staff updates
8. Updates from Councilmember liaisons to various boards and commissions
9. Mayoral Proclamation: Eagle Scout Ian Cox
10. Mayoral Proclamation: Eagle Scout Gaven Kokochak
11. MACP Accreditation Award

Discussion

12. Kiwanis presentation: Story Book Walk
13. Discuss the policy relating to "call to the public" for city open meetings

New Business

14. [Consider approval of a budget amendment of \\$5,000 to support the senior center](#)
15. [Consider awarding the East Streets Improvements Project to Fonson Company, Inc. for base bid schedule "A" in an amount not to exceed \\$1,369,800 with required budget amendments to allocate bond funds for this project, and authorizing DPS Director Goch to execute the contract](#)
16. [Consider approval of Resolution #2024-15 to allow staff to apply for a \\$250,000 Category B Program Grant funded by the Michigan Department of Transportation Economic Development Fund Program for the mill and overlay of South Third Street between Main Street and Brighton Lake Road with a grant matching fund requirement of 50 percent](#)

17. Consider approval of a 12-month contract with ZenCity for their Community Engagement Platform in an amount not to exceed \$7,000 along with related budget amendment and authorize the City Manager to execute the agreement

Other Business

18. Call to the public

19. Adjournment



Brighton City Council Meeting

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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MAY 7, 2024

1. Call to order

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

2. Pledge of Allegiance

3. Roll call

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

Staff Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, Finance Director Liz Gaines, DPS Director Marcel Goch, Community Development Manager Caruso, Chief Brent Pirochta, and Attorney Sarah Gabis.

4. Consider approval of the agenda

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

Consent Agenda Items

- a. Approval of minutes: regular meeting of April 23, 2024
- b. Acceptance of the quarterly finance reports for the period ending March 31, 2024
- c. Acceptance of the quarterly investment reports for the period ending March 31, 2024

Correspondence

6. Call to the public

Mayor Tobbe opened the call to the public at 6:32 p.m. Hearing and seeing no comment, the call to the public was closed.

7. Staff updates

Chief Pirochta stated that on May 16, 2024, from 10:00 a.m. to 2:00 p.m. the Brighton City Police will be at Target, 8043 Challis Road, Brighton for Cupcakes and Conversations to talk with the public about all things police related.

Community Development Manager Caruso stated the previous sidewalk café question regarding barriers has been cleared up by the MLCC. All applicants who have submitted their application to the MLCC will proceed as directed by the MLCC in accordance with Michigan Law.

DPS Director Goch stated the sidewalk gap project should be completed within the next two weeks. The contractor has requested a walk through however Director Goch will conduct a walk-through once the work has been completed. WOW! is still in town running cable and anyone who has repairs or concerns should call the DPW to report an issue or restoration need. Superintendent Shrader has been working with the Downtown Streetscape contractor to complete punch list items. The firepit has been turned off for repair. A new ignitor has been ordered and received and a new screened top will be added to prevent further damage to the components of the firepit.

8. Updates from Councilmember liaisons to various boards and commissions

Councilmember Albert remarked that he was recently on a trip to the west side of the state and noticed several flags

and patriotic statues in and around the area he visited, noting that he would like to see more flags along Main Street and perhaps City Council could consider asking that the city organize a flag distribution initiative for city residents.

Councilmember Gardner stated that the Huron River Watershed Council received their first ever grading for watersheds in southeast Michigan from The University of Maryland. The Huron River watershed received a C+ rating which, overall, is a good score.

Councilmember Pettengill stated the Brighton Arts and Culture Commission met with the Chelsea Chamber of Commerce for training, including a tour of the art sculptures and to learn more about their program. The annual spring kick off at the Imagination Station was a great success. The 115 volunteers were finished with spreading mulch by 10:30 a.m. Special thanks to Boy Scout Troop 350 and 347, the City of Brighton DPW employees, city staff, and Councilmember Gipson for volunteering their time.

Councilmember Schmenk noted the Zoning Board of Appeals did not meet in April. Councilmember Schmenk wished Clerk Brown a Happy Clerks Week.

Mayor Tobbe thanked Traci Mularoni and the DPW employees for organizing the annual Arbor Day tree planting event. Mayor Tobbe read a proclamation once again recognizing the City of Brighton as a Tree City USA.

Public Hearing

9. Conduct a public hearing and consider adoption of the Fiscal Year 2024/2025 Budget, Resolution #2024-10

Mayor Tobbe opened the public hearing at 6:59 p.m. Hearing and seeing no comment, the public hearing was closed.

Motion by Councilmember Gipson, seconded by Councilmember Pettengill to approve resolution #2024-10, including Exhibit A, to adopt the City of Brighton budget for fiscal year 2024-2025. **The motion carried by roll call vote, 7-0.**

New Business

10. Consider approval to set the levy and authorize the collection of taxes, penalties, and fees for Fiscal Year 2024/2025, Resolution #2024-11

Motion by Councilmember Gipson, seconded by Councilmember Gardner to approve resolution #2024-11 to set the millage rate and authorize the collection of taxes, penalties, and fees for fiscal year 2024-2025. **The motion carried by roll call vote, 7-0.**

11. Consider approval of the proposed Fiscal Year 2024/2025 fee schedule, resolution #2024-12

Motion by Councilmember Gipson, seconded by Councilmember Schmenk to approve resolution #2024-12 to set the fees and charges for fiscal year 2024-2025. **The motion carried by roll call vote, 7-0.**

12. Consider appointments to various boards and committees, Planning Commission

Motion by Councilmember Albert, seconded by Councilmember Gardner to approve the appointment of Tom McCallion and reappointment of Dave Petrak to the Planning Commission. **The motion carried, 7-0.**

13. Consider approval of the purchase and installation of two Xylem AC Series 2000 pumps and motors for the Northstar Booster Station from Kennedy Industries in an amount not to exceed \$40,400

Motion by Councilmember Gardner, seconded by Councilmember Albert to approve of the purchase and installation of two Xylem AC Series 2000 pumps and motors for the Northstar Booster Station from Kennedy Industries in an amount not to exceed \$40,400. **The motion carried, 7-0.**

14. Consider approval of TCO 186 to place “No Parking This Side of Street” signs and yellow curb on the north side of Washington Street from Hyne Street to 4th Street

Motion by Councilmember Pettengill, seconded by Councilmember Schmenk to approve of TCO 186 to place “No

Parking This Side of Street” signs and yellow curb on the north side of Washington Street from Hyne Street to 4th Street. **The motion carried, 7-0.**

15. Consider approval of TCO 187 to create two Handicap Parking spaces on west St. Paul Street

Motion by Councilmember Albert, seconded by Councilmember Gipson to approve TCO 187 to create two handicap parking spaces on west St. Paul Street. **The motion carried, 7-0.**

16. Consider entering into closed session to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, being City of Brighton v Filipowski 23-31773-CZ, because an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body pursuant to MCL 15.268(1)(e) of the Open Meetings Act

Motion by Councilmember Gardner, seconded by Mayor Pro Tem Bohn to enter into closed session at 7:28 p.m. to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, being City of Brighton v Filipowski 23-31773-CZ, because an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body pursuant to MCL 15.268(1)(e) of the Open Meetings Act. **The motion carried by roll call vote, 7-0.**

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Gipson to come out of closed session at 7:45 p.m. **The motion carried, 7-0.**

Motion by Councilmember Gipson, seconded by Councilmember Gardner to direct the City Attorney to sign and file the consent judgement presented during closed session. **The motion carried, 7-0.**

17. Consider possible action resulting from closed session

No additional action was taken.

Other Business

18. Call to the public

Mayor Tobbe opened the call to the public at 7:45 p.m. Hearing and seeing no comment, the call to the public was closed.

19. Adjournment

Motion by Councilmember Garnder, seconded by Councilmember Pettengill to adjourn the meeting at 7:45 p.m. **The motion carried, 7-0.**



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: CONSIDER APPROVAL OF RESOLUTION TO RECOGNIZE BUILD BETTER AS A 501(c)(3) NON-PROFIT ORGANIZATION FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE, RESOLUTION #2024-13

ADMINISTRATIVE SUMMARY

The Build Better foundation is seeking City Councils recognition as a 501(c)3 organization to achieve its goals by fundraising through local events such as golf outings that will include raffles and various games of chance.

RECOMMENDATION

Approval of Resolution #2024-13 to recognize Build Better Foundation as a 501(c)(3) non-profit organization for the purpose of obtaining a Charitable Gaming License.

Prepared by: Tara Brown, City Clerk

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments:

1. Letter of interest
2. IRS Letter recognizing exemption under Section 501(c)(3) of the IRC
3. Articles of Incorporation of Build Better Foundation
4. Resolution 2024-13

**Burchfield & Pollesch
A Professional Corporation
Attorneys at Law**

**225 East Grand River Avenue, Suite 203
Brighton, Michigan 48116-1576**

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Shari L. Pollesch
shari@burchfieldpolleschlaw.com

Telephone: (810) 227-3100
Facsimile: (810) 227-2996
E-mail: *info@burchfieldpolleschlaw.com*

May 8, 2024

Brighton City Council
200 North First Street
Brighton MI 48116

RE: Recognition of Build Better Foundation as a Civic Organization

Dear Council:

I am writing on behalf of my client, Build Better Foundation in hopes of getting a Resolution recognizing the organization as a Civic Organization so that it can apply for its gaming license. ipse

Build Better Foundation was created by local businessman, Matthew Vetter who owns and operates Schafer Construction in downtown Brighton. He and his team created the Foundation to support, encourage and foster training and employment opportunities in the construction trades.

Build Better hopes to achieve its goals by fundraising through local events such as golf outings that will include raffles and various games of chance for outing participants. It has recently received its 501(c)3 approval from the Internal Revenue Service as a charitable organization. (Exhibit 1.)

I am also attaching Build Better's Articles of Organization which establishes that any and all funds raised through Build Better must be donated to another 501(c)3 organization if Build Better ever chooses to dissolve. (Exhibit 2.)

Finally, I have attached a proposed Resolution for the Council. (Exhibit 3.)

If there is anything else you require, please advise and I will be sure to submit it before May 22, 2024 so that this request can be considered by Council at your May 28, 2024 regular meeting.

Sincerely,

Shari L. Pollesch

cc: Build Better Foundation



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

BUILD BETTER FOUNDATION
102 E GRAND RIVER AVE
BRIGHTON, MI 48116

Date:
04/22/2024
Employer ID number:
99-2188967
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 29, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053506001824

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Letter 947 (Rev. 2-2020)
Catalog Number 35152P

502

03

NR

FEB 27 2024

**ARTICLES OF INCORPORATION OF
BUILD BETTER FOUNDATION,
a Michigan Non-Profit Corporation**

CN# 3259
\$20.00

Pursuant to the provisions of the Michigan Nonprofit Corporations Act, Act 162, Public Acts of 1982 (the Act), as amended, corporation executes the following articles:

FILED

FEB 29 2024

ADMINISTRATOR
CORPORATIONS DIVISION**ARTICLE I**

The name of the corporation is BUILD BETTER FOUNDATION.

ARTICLE II

This corporation is being formed for charitable purposes and its purposes, structure and activities are exclusively those that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, 26 USC 501. The purposes for which the corporation is organized are to support, encourage and foster training and employment opportunities in the construction trades.

ARTICLE III

The corporation is organized on a directorship basis and on NON STOCK basis. The directors shall be elected to terms as defined in the bylaws of the corporation and in compliance with MCL 450.2505(3). The directors shall appoint a president, secretary and treasurer annually at its annual meeting. The corporation possesses the following assets:

Personal Property: None

Real Property: None

The corporation is to be financed through donations as a non-profit qualified under IRC 501(c)(3).

ARTICLE IV

The address of the initial registered office is 102 E. Grand River, Brighton MI 48116.

The mailing address of the initial registered office is 102 E. Grand River, Brighton MI 48116.

The name of the initial resident agent at the registered office is Matthew Vetter.

ARTICLE V

The name and address of the incorporator is Shari L. Pollesch, 225 E. Grand River, Ste. 203, Brighton MI 48116.



off

ARTICLE VI

Any action required or permitted by the Act to be taken at an annual or special meeting of the directors or committee of the board may be taken without a meeting, if before the meeting, all members of the board of directors then in office or of the committee consent to the action in writing or by electronic transmission. The written consents shall be filed with the minutes of the proceedings of the board or committee. The consents shall have the same effect as a vote of the board or committee for all purposes.

ARTICLE VII

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons. However, the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in article II. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under IRC 501(c)(3) or the corresponding section of any future federal tax code or (2) by a corporation whose contributions are deductible under IRC 170(c)(2) or the corresponding section of any future federal tax code.

ARTICLE VIII

On dissolution of the corporation, after paying or providing for the payment of all of the liabilities of the corporation, the corporation's assets shall be distributed (1) for one or more exempt purposes within the meaning of IRC 501(c)(3), or the corresponding section of any future federal tax code or (2) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

ARTICLE IX

No member of the board of directors of the corporation who is a volunteer director, as that term is defined in the Act, or a volunteer officer shall be personally liable to this corporation for money damages for any action taken or any failure to take action as a director or volunteer officer, except liability for the following:

1. the amount of a financial benefit received by a director or volunteer officer to which they are not entitled;

2. intentional infliction of harm on the corporation;
3. a violation of section 551 of the Act;
4. an intentional criminal act; or,
5. a liability imposed under section 497(a) of the Act.

If the Act is amended after the filing of these articles of incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, the liability of members of the board of directors or officers, in addition to that described in Article X, shall be eliminated or limited to the fullest extent permitted by the Act as so amended. No amendment or repeal of Article X shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE X

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

1. The volunteer was acting or reasonably believed they were acting within the scope of their authority.
2. The volunteer was acting in good faith.
3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
4. The volunteer's conduct was not an intentional tort.
5. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under section 3135 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3135.

These Articles of Incorporation are signed by the incorporator on December 4, 2023.



Shari L. Pollesch, Incorporator



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the Brighton City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by _____ on May 28, 2024
DATE
at _____ a.m./p.m. the following resolution was offered:
TIME
Moved by _____ and supported by _____
that the request from Build Better Foundation of Brighton
NAME OF ORGANIZATION CITY
county of Livingston, asking that they be recognized as a
COUNTY NAME
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____
Nays: _____
Absent: _____

DISAPPROVAL

Yeas: _____
Nays: _____
Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: R
PENALTY: Possib

B3

EXHIBIT

3



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: CONSIDER ESTABLISHING LIENS ON PROPERTIES FOR WEED MAINTENANCE

ADMINISTRATIVE SUMMARY

- Property owners are required to maintain grass, weeds, brush, etc
- The City provides maintenance for any properties in violation
- The costs of providing weed maintenance are charged against the owner
- If the owner does not pay the costs can be treated as a special assessment and added to the summer tax bill under ordinance Sec 94-74

RECOMMENDATION

It is the recommendation of staff that the City Council consider the attached resolution to establish a liens on the specified property for weed maintenance.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed by: Gretchen Gomolka, City Manager

Attached: Resolution #2024-14

Brighton Municipal Code							
Up	Previous	Next	Main		Search	Print	No Frames
Chapter 94 VEGETATION							
ARTICLE III. WEEDS							

Sec. 94-74. Assessment procedure.

- (a) The assessment for the cost of removal under this section shall be made by resolution of the council.
- (b) *Notice.* Notice of the time at which the council will act thereon shall be given by first class mail to the owner of the property to be assessed as shown by the current tax roll of the city.
- (c) *Collection.*
 - (1) For the purposes of collection of subsection (a) assessments, the adoption of a resolution, as outlined in subsection (a), shall be the equivalent to the confirmation of a special assessment roll.
 - (2) The amount of such assessment shall become a debt to the city upon adoption of such resolution, be due at such time as the council shall prescribe, and shall be subject to collection fees and become a lien as provided in Section 11.7 of the Brighton City Charter.
 - (3) Every such assessment shall also be subject to Sections 11.4, 11.5 and 11.6 of the Brighton City Charter.

(Ord. No. 527, § II, 8-17-06)

View the [mobile version](#).

**CITY OF BRIGHTON
RESOLUTION #2024-14**

AUTHORIZATION TO IMPOSE LIENS ON PROPERTIES FOR UNPAID MAINTENANCE

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

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

NOW, THEREFORE, BE IT RESOLVED the following parcel number will have a lien against the property.

4718-06-201-119 \$ 2,129.00

AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

This Resolution was ____ this ____ day of May 2024.

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 28, 2024.

Tara Brown, City Clerk



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

May 28, 2024

SUBJECT: CONSIDER APPROVAL OF THE 2024 WALK TO END ALZHEIMER'S CIVIC EVENT APPLICATION

ADMINISTRATIVE SUMMARY

The Alzheimer's Association submitted their application for the 2024 Walk to End Alzheimer's event.

This event is a short event as it will occur from 9:00 am to 11:30 am on Saturday, October 5, 2024. Main Street will be closed from West Street to Hyne Street from 6:30 am to 1:00 pm.

They anticipate 800 participants who will walk on Main Street, turn left on Grand River, enter the Tridge Boardwalk just east of Cross Street and continue back to the start point on Main Street. The walks will remain on the sidewalks along Grand River, not in the roadway.

It has occurred annually for many years. The Committee reviewed the application and all requirements have been met.

BUDGET INFORMATION

The Alzheimer's Association will pay 50 percent of the total cost of the city to assist with their event.

RECOMMENDATION

Approve the 2024 Walk to End Alzheimer's Civic Event Application.

Prepared by: Patty Thomas, Asst. to the DPS Director

Reviewed by: Craig Flood, Deputy Police Chief

Reviewed &

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

May 28, 2024

SUBJECT: CONSIDER APPROVAL OF TCO 188 FOR PEDESTRIAN CROSSWALK SIGNS AT THE INTERSECTION OF FOURTH STREET AND STATE STREET

BACKGROUND

With improvements made to the northwest neighborhood streets, the intersection of Fourth Street and State Street included a painted pedestrian crosswalk. However, no pedestrian crosswalk signs were included. This is a high traffic area and we have heard from pedestrians in the area that vehicles are not consistently stopping for pedestrians.

ADMINISTRATIVE SUMMARY

- After a review of the area, staff believes adding two pedestrian crosswalk signs would enhance the intersection by increasing pedestrian safety.
- Both signs will be made and installed by DPS staff.
- The homeowners on the two corners where the signs will be installed have been contacted about the upcoming installations if approved by City Council.

RECOMMENDATION

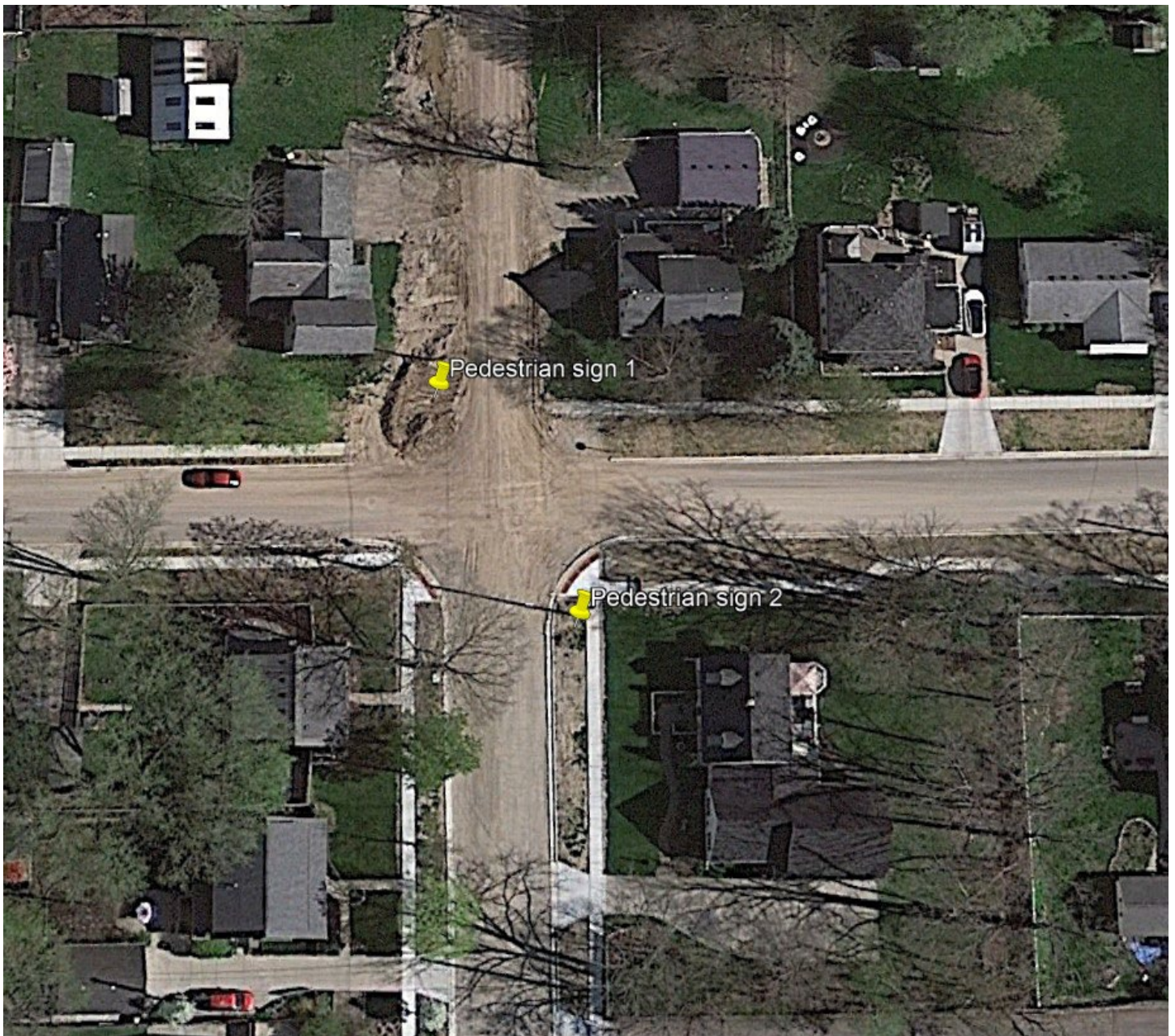
Approval of TCO 188 to install two pedestrian crosswalk signs be placed at the intersection of Fourth Street and State Street.

Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Marcel Goch, Director of Public Services

Reviewed &

Approved by: Gretchen Gomolka, City Manager



The yellow pins indicate where the pedestrian crosswalk signs would be placed.

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

CITY OF BRIGHTON

TRAFFIC CONTROL ORDER NO. 188

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

The pedestrian crosswalk at the intersection of Fourth Street and State Street.

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

Two pedestrian crosswalk signs be placed at the intersection to increase pedestrian safety.

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

Traffic Engineer (City Manager)

Date of Filing with City Clerk
(if temporary)

Received for filing (date) by

Tara Brown, City Clerk

Approved by the City Council on: _____

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

Signed _____
Tara Brown, City Clerk

Date: _____



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: **CONSIDER APPROVAL OF A BUDGET AMENDMENT OF \$5,000 TO SUPPORT THE SENIOR CENTER**

BACKGROUND

- Prior to the 2019-2020 budget year, the city budgeted \$7,000 to support the senior center, which is operated by Brighton Area Schools. This item was cut from the budget during a time when several cost cutting measures were implemented throughout the city.
- One of the reasons this item was cut, was that no other communities were contributing to the senior center even though their residents are members as well.
- The city has heard from senior residents, requesting support, as they are having to pay annual membership fees to help defray the cost of running the center. Additionally, City Council has asked that staff to look into re-establishing support for the Senior Center in a way that ensures funding directly supports city residents.

ADMINISTRATIVE SUMMARY

- Staff met with leadership at Brighton Area Schools (BAS) to discuss the best way to resume funding while ensuring it benefits residents of the City of Brighton.
- Information provided by BAS showed that 30% of their 457 members are City of Brighton residents, about 140 members.

Current number of members = 457

Residency Breakdown

- Brighton Twp = 22%
- City of Brighton = 30%
- Green Oak Twp = 7%
- Genoa Twp = 23%
- Other* = 18%

*Other includes (Pinckney, Hamburg Twp, Howell, Fenton, Whitmore Lake, New Hudson, Linden, South Lyon, Milford, Fenton, Farmington, Gregory & a few out of state)

- The Senior Center offers 3 membership levels with the percentage of members as follows:
 - \$25 Basic (82%)
 - \$50 Silver (6%)
 - \$100 Gold (9%)
 - \$0 - 90+ years old receive a Free Basic membership (3%)

- We have proposed to BAS, and they have accepted, that the city pay the \$25 Basic membership fee for qualifying residents of the city. This would be facilitated by a resident coming to the city so that we can verify residency. Staff would provide a voucher that qualified residents would take to the Senior Center. The city would be billed by BAS for the number of vouchers that they process. If a member would like to pay to upgrade their membership they can pay the difference to BAS directly.
- With approximately 140 current members who are city residents the annual cost for the basic \$25 membership would be \$3,500
- Staff recommends approving a budget amendment in the amount of \$5,000 to account for any new members who may desire to join upon hearing about this program.

RECOMMENDATION

It is the recommendation of staff that City Council approve a budget amendment to the General Fund in the amount of \$5,000 to support the senior center, and implement the process as outlined.

Prepared by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: **CONSIDER AWARDING THE EAST STREETS IMPROVEMENTS PROJECT CONTRACT TO FONSON COMPANY, INC. FOR BASE BID SCHEDULE "A" IN AN AMOUNT NOT TO EXCEED \$1,369,800.**

BACKGROUND

- The East Streets Improvements Project was originally slated to be completed with the Grand River Avenue Rehabilitation Project in 2022, however, due to higher-than-expected bid results, they were removed from the project.
- As the 2021 bond funded projects wrapped up there were additional funds available making this portion of the project possible.
- On February 13, 2024, City Council approved Tetra Tech Engineering Services to complete the design engineering for the project. Included in their proposal was construction phase engineering in the event the project moved forward.

ADMINISTRATIVE SUMMARY

- The East Streets Improvements Project includes rehabilitation of Liberty, Flint and Beaver Streets. The project will include new sidewalks, ADA compliant ramps, some utility work, as well as parking and road surface improvements.
- Staff has made efforts to reach out to businesses, property owners and residents to inform them of the upcoming project, and should this project get approval this evening, additional notice will be sent along with erecting sandwich boards in the area indicating project start dates after the preconstruction meeting is held with the contractor. Staff anticipates construction could begin as early as mid-June or early July with a completion date of mid-November.
- An Invitation to Bid (ITB) was published on the Michigan Intergovernmental Trade Network (MITN) on March 19, 2024, using the bidding documents previously approved by the City Attorney. Sealed bids were opened on April 19, 2024, with two bids being received. See bid results below.

COMPANY NAME	LOCATION	BASE BID SCHEDULE A (Liberty, Flint, Beaver)	BASE BID SCHEDULE B (Liberty, Beaver)
Fonson Company, Inc.	Brighton, Michigan	\$1,191,154.55	\$745,776.05
Inner City Contracting, LLC	Detroit, Michigan	\$1,246,792.00	\$806,543.55

- Of the two bids, Fonson Company, Inc. was determined to be the low bidder. City Staff and Tetra Tech have worked successfully with them in the past, however, as pointed out in Tetra Tech's recommendation, there were some management issues on the contractor's side that resulted in delays. Because of this, the contractor was asked upfront for their pipe delivery schedule, start date and who the project manager was going to be, which Fonson provided with no issue.

- There is one item on the bid that requires further inquiry of Fonson as the competitor was significantly lower on that item. Should we, upon review determine that this amount is in error, we will reduce that line item before we sign the contract. We still recommend City Council approve the bid as and “up to” amount, this will allow us to make the reduction to the contract if required.
- Tetra Tech has reached out to references for both contractors and found favorable recommendations for both. They recommend Fonson Company, Inc. as their bid were \$60,000 less than Inner City Contracting, LLC.

BUDGET INFORMATION

- There are approximately \$2 million dollars of remaining bond funds available for the East Streets Project engineering and construction. Approximately \$300 thousand was approved by City Council for engineering leaving \$1.7 million remain for construction. This is sufficient to fund the bid of \$1,191,154.55 for the project plus a 15 percent contingency, for a total of \$1,369,800.

RECOMMENDATION

Award the East Streets Improvements Project contract to Fonson Company, Inc. for base bid Schedule “A” in an amount not to exceed \$1,369,800 with required budget amendments to allocate bond funds for this project, and authorizing DPS director Goch to execute the contract.

Prepared by: Marcel Goch, DPS Director

Reviewed by: Elizabeth Gaines, Finance Director

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

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Tetra Tech Recommendation of Award



May 9, 2024

Mr. Marcel Goch, Director
City of Brighton
200 North First Street
Brighton, MI 48116

**Re: East Streets Improvements Project
Contract 12766-24003-R-1
Recommendation of Award**

Dear Mr. Goch.:

On behalf of the City of Brighton, bids were received for the East Street Road and Utility Improvements project, Contract 12766-24003-R-1, on Friday, April 19, 2024, at 10:00 a.m. Two (2) bids were presented and publicly read within the City Council Chamber of City Hall. This project is based on unit pricing for three streets: Liberty Street, Flint Street, and Beaver Street.

The bid form was setup to provide the City with multiple contracting options. The options are described as:

- Base Bid Schedule A (Fibrous Pavement): Liberty Street, Flint Street, and Beaver Street.
- Base Bid Schedule A (Bid Alt. No.1 Non-Fibrous Pavement): Liberty Street, Flint Street, and Beaver Street.
- Base Bid Schedule B (Fibrous Pavement): Liberty Street and Beaver Street.
- Base Bid Schedule B (Bid Alt. No. 1 Non-Fibrous Pavement): Liberty Street and Beaver Street.

Bid Alternate 1 was included in the project due the possibility of inflationary pricing of asphaltic pavement prices, in association with petroleum-based construction materials. To exercise budgetary flexibility for general construction pricing, Base Bid Schedule A incorporated three streets, and Base Bid Schedule B took into consideration only two streets (Liberty and Beaver Streets).

The two contractors providing bids and alternate pricing are listed in the table below.

BIDDERS

Company Name	Address	City, STATE, ZIP
FONSON COMPANY, INC.	7644 Whitmore Lake Rd	Brighton, MI 48116
INNER CITY CONTRACTING, LLC	18715 Grand River Ave.	Detroit, MI 48223

Tetra Tech has reviewed the provided “Bid Unit Price” with the “Bid Price” for each Contractor’s bid received. The below tables compare Bid Price from the Contractor’s Bid Form to the calculated Extended Bid Price. The Extended Bid Price, as defined in the bidding documents, is the Contractor’s Unit Price bid multiplied by the Estimated Quantity listed on the Bid Form. The Extended Bid Price Tables are included as an attachment for the

City's reference and files. In cases of discrepancies, the Extended Bid Price is prevalent. The following table summarizes the extended bid price findings. The Engineer's estimate was completed in May 2022, based on the 2022 construction drawings that were completed with the Grand River Avenue (Ore Creek to O'Doherty Road) Street Improvement project. Engineer estimates were not provided for the bid alternates.

EXTENDED BID PRICE SUMMARY

BASE BID SCHEDULE A	Fonson Company	Inner City Contracting	Engineer's Estimate (May 2022)
Total Contractor Bid Price	\$1,191,154.55	\$1,246,792.00	\$1,162,000
Extended Bid Price Verification	\$1,191,154.55	\$1,246,792.00	
Bid Discrepancies	\$0.00	\$0.00	

BASE BID SCHEDULE A ALTERNATE No. 1	Fonson Company	Inner City Contracting	Engineer's Estimate
Total Contractor Bid Price	\$1,179,664.55	\$1,235,302.00	Not Applicable
Extended Bid Price Verification	\$1,179,664.55	\$1,235,302.00	
Bid Discrepancies	\$0.00	\$0.00	

BASE BID SCHEDULE B	Fonson Company	Inner City Contracting	Engineer's Estimate (May 2022)
Total Contractor Bid Price	\$745,776.05	\$785,928.55	\$693,000
Extended Bid Price Verification	\$745,776.05	\$806,543.55	
Bid Discrepancies	\$0.00	(\$20,615)	

BASE BID SCHEDULE B ALTERNATE No. 1	Fonson Company	Inner City Contracting	Engineer's Estimate
Total Contractor Bid Price	\$738,136.05	\$778,288.55	Not Applicable
Extended Bid Price Verification	\$738,136.05	\$798,903.55	
Bid Discrepancies	\$0.00	\$0.00	

The Fonson Company is the apparent low bidder with a base bid within Schedule A of \$1,191,154.55. The base bid of \$1,191,154.55 is above the Engineer's 2022 estimate of \$1,162,000 by \$29,154.55. Although, if the city factors in inflation rates from 2022 to 2024, it appears that both bids would be within the budgetary range of the Engineer's Opinion of Probable Construction cost.

Tetra Tech has successfully worked with Fonson Company on previous projects. However, the Second Street Road and Utility Improvements in 2018 found the Contractor's management of the project to be unsatisfactory. The lack of organization from their management staff caused project delays and additional project costs. A quality project team will result in a quality project. For this reason, Fonson Company was asked to provide the City with their upfront schedule for piping delivery, project start, and who the project superintendent will be. Fonson was responsive in providing written documentation of the requested information, which is included as an attachment to this letter.

Fonson's qualifications were reviewed and approved to be the general contractor in the summer of 2022 as part of the South Rickett Road Resurfacing and Sanitary Force Main project. The city also approved Fonson Company as a prequalified bidder for the Northwest Neighborhood 2020 Street Improvements, although they were not the apparent low bidder for that project.

The second lowest bidder, Inner City Contracting, was also vetted for their qualifications, based on the references provided and first-hand experience by Tetra Tech construction management staff. Inner City's references had expressed generally overall positive feedback in their recollection of the work performed. Our team contacted engineering consultants and municipal representatives seeking information for this contractor. Our construction administrative staff identified past work as relatively modest in pace, but deliberate and thorough in their work progress. One calculated and corrected error was determined within the Base Bid Schedule B submitted by Inner City Contracting and is described above within the bid summary table.

In comparing the two contractor Base Bids within Schedule A, our construction administrative team identified a significant difference in the Lump Sum price for Minor Traffic Devices (Item No. 8120170). Fonson lists a Lump Sum fee of \$149,500.00 compared to Inner City's Lump Sum fee of only \$3,700.00. As Fonson Company is identified as the apparent low bid contractor, Tetra Tech recommends requesting a breakdown in derivation of cost for this specific pay item due to the extreme disparity between contractor bids on a Lump Sum basis. The City may elect to negotiate an adjustment to this pay item prior to finalizing an agreed upon final bid price.

RECOMMENDATION

After reviewing the bids received and supplemental information provided, Tetra Tech recommends the City proceed with the Award of the Base Bid Schedule A (not withstanding a final determination in price of Pay Item No. 8120170, Minor Traffic Devices). Based on the vetting and past experiences of both contracting companies, Tetra Tech believes either contractor would perform a high level of quality work, as expected by the city's residents. All else equal, Tetra Tech recommends retaining Fonson Company based on a competitive lower bid price, and to request a derivation of cost breakdown for Pay Item No. 8120170 for a possible price adjustment.

Tetra Tech further recommends the City include a construction contingency of approximately 10%. The construction contingency would be used to cover variable construction costs including, but not limited to, unforeseen site conditions, change orders, errors/omissions and field modifications over the entirety of the construction phase. The below table lists the recommended award costs associated with the two low bidders.

	Fonson Company	Inner City Contracting
Base Bid Schedule A	\$1,191,154.55	\$1,246,792.00
Construction Subtotal	\$1,191,154.55	\$1,246,792.00
10% Contingency	\$119,115.45	\$124,679.00
TOTAL	\$1,310,270.00	\$1,371,471.00

Once a Contractor is selected for the work, Tetra Tech will forward a Notice of Contractor Award to be signed by the City. The Contractor Notice of Award notifies the bidder of the City's intent to procure a contract for the work and initiates the Contractor to obtain the required insurance and bonding documentation. We further recommend the City authorize the signing of the Agreement contingent upon the receipt of the required insurance and bonding documentation.

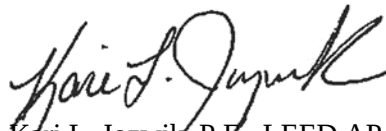
Once the contract documents are fully executed, we will schedule a pre-construction meeting with the Contractor and City staff to initiate the construction phase of the work. We look forward to working with the City in the completion of this important project.

Please call if you have any questions.

Sincerely,



Steven J. Magnan, P.E.
Senior Project Manager



Kari L. Jozwik, P.E., LEED AP
Project Engineer

Attachment: Extended Bid Prices

BRIGHTON, MICHIGAN EAST STREETS IMPROVEMENTS PROJECT				Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, MI 48116 (810) 231-5188			Inner City Contracting, LLC 18715 Grand River Avenue Detroit, MI 48223 (810) 625-3601		
EXTENDED BID PRICE TABULATION CONTRACT NO. 12766-24003-R-1 BID DATE: Friday, April 19, 2024 BID TIME: 10:00 a.m.				BIDDERS —> 2 BIDDERS					
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT
BASE BID SCHEDULE A - (LIBERTY, FLINT, AND BEAVER STREETS)									
1100001	Mobilization, Max	1	LSUM	\$59,000.00	\$59,000.00	\$59,000.00	\$76,275.40	\$76,275.40	\$76,275.40
2020006	Stump, Rem, 19 inch to 36 inch	6	Ea	\$275.00	\$1,650.00	\$1,650.00	\$360.00	\$2,160.00	\$2,160.00
2020008	Stump, Rem, 6 inch to 18 inch	8	Ea	\$150.00	\$1,200.00	\$1,200.00	\$150.00	\$1,200.00	\$1,200.00
2030011	Dr Structure, Rem	9	Ea	\$550.00	\$4,950.00	\$4,950.00	\$906.00	\$8,154.00	\$8,154.00
2030015	Sewer, Rem, Less than 24 inch	466	Ft	\$30.00	\$13,980.00	\$13,980.00	\$37.25	\$17,358.50	\$17,358.50
2040020	Curb and Gutter, Rem	893	Ft	\$11.00	\$9,823.00	\$9,823.00	\$1.75	\$1,562.75	\$1,562.75
2040050	Pavt, Rem	66	Syd	\$17.00	\$1,122.00	\$1,122.00	\$13.95	\$920.70	\$920.70
2040055	Sidewalk, Rem	340	Syd	\$19.00	\$6,460.00	\$6,460.00	\$9.50	\$3,230.00	\$3,230.00
2040080	Exploratory Investigation, Vertical	50	Ft	\$90.00	\$4,500.00	\$4,500.00	\$39.00	\$1,950.00	\$1,950.00
2050010	Embankment, CIP	204	Cyd	\$34.00	\$6,936.00	\$6,936.00	\$22.75	\$4,641.00	\$4,641.00
2050016	Excavation, Earth	2217	Cyd	\$29.00	\$64,293.00	\$64,293.00	\$24.20	\$53,651.40	\$53,651.40
2050041	Subgrade Undercutting, Type II	500	Cyd	\$57.00	\$28,500.00	\$28,500.00	\$55.10	\$27,550.00	\$27,550.00
2050148	Flowable Fill, Non-Structural	13	Cyd	\$425.00	\$5,525.00	\$5,525.00	\$588.50	\$7,650.50	\$7,650.50
2080020	Erosion Control, Inlet Protection, Fabric Drop	12	Ea	\$125.00	\$1,500.00	\$1,500.00	\$150.00	\$1,800.00	\$1,800.00
2080024	Erosion Control, Inlet Protection, Sediment Trap	2	Ea	\$250.00	\$500.00	\$500.00	\$150.00	\$300.00	\$300.00
2080036	Erosion Control, Silt Fence	400	Ft	\$3.50	\$1,400.00	\$1,400.00	\$2.50	\$1,000.00	\$1,000.00
2090001	Project Cleanup	1	LSUM	\$17,500.00	\$17,500.00	\$17,500.00	\$4,350.00	\$4,350.00	\$4,350.00
3010002	Subbase, CIP	798	Cyd	\$35.00	\$27,930.00	\$27,930.00	\$37.95	\$30,284.10	\$30,284.10
3020001	Aggregate Base	2018	Ton	\$41.00	\$82,738.00	\$82,738.00	\$25.50	\$51,459.00	\$51,459.00
4020033	Sewer, CI A, 12 inch, Tr Det B	572	Ft	\$60.00	\$34,320.00	\$34,320.00	\$321.85	\$184,098.20	\$184,098.20
4021204	Sewer Tap, 12 inch	1	Ea	\$800.00	\$800.00	\$800.00	\$3,314.00	\$3,314.00	\$3,314.00
4021260	Trench Undercut and Backfill	10	Cyd	\$100.00	\$1,000.00	\$1,000.00	\$45.70	\$457.00	\$457.00
4030010	Dr Structure Cover, Type B	1	Ea	\$750.00	\$750.00	\$750.00	\$929.70	\$929.70	\$929.70
4030050	Dr Structure Cover, Type K	9	Ea	\$900.00	\$8,100.00	\$8,100.00	\$1,191.90	\$10,727.10	\$10,727.10
4030200	Dr Structure, 24 inch dia	5	Ea	\$1,550.00	\$7,750.00	\$7,750.00	\$2,625.85	\$13,129.25	\$13,129.25
4030210	Dr Structure, 48 inch dia	5	Ea	\$2,950.00	\$14,750.00	\$14,750.00	\$5,213.25	\$26,066.25	\$26,066.25
4030312	Dr Structure, Tap, 12 inch	1	Ea	\$350.00	\$350.00	\$350.00	\$3,314.00	\$3,314.00	\$3,314.00
4037050	Storm Polymer (SPF) Sealing	11	Ea	\$500.00	\$5,500.00	\$5,500.00	\$1,000.00	\$11,000.00	\$11,000.00
4040063	Underdrain, Subbase, 6 inch	1010	Ft	\$10.00	\$10,100.00	\$10,100.00	\$15.20	\$15,352.00	\$15,352.00
4040093	Underdrain Outlet, 6 inch	25	Ft	\$27.00	\$675.00	\$675.00	\$16.55	\$413.75	\$413.75
5010002	Cold Milling HMA Surface	1240	Syd	\$10.00	\$12,400.00	\$12,400.00	\$6.00	\$7,440.00	\$7,440.00
5010005	HMA Surface, Rem	3,309	Syd	\$7.00	\$23,163.00	\$23,163.00	\$7.50	\$24,817.50	\$24,817.50
5010025	Hand Patching	45	Ton	\$201.00	\$9,045.00	\$9,045.00	\$285.00	\$12,825.00	\$12,825.00
5017031	HMA, 3EML with Fiber	316	Ton	\$160.00	\$50,560.00	\$50,560.00	\$171.00	\$54,036.00	\$54,036.00
5017031	HMA, 4EML with Fiber	491	Ton	\$160.00	\$78,560.00	\$78,560.00	\$169.00	\$82,979.00	\$82,979.00
5017031	HMA, 5EML with Fiber	342	Ton	\$180.00	\$61,560.00	\$61,560.00	\$178.00	\$60,876.00	\$60,876.00
6020015	Conc Base Conc, Nonreinf, 6 inch	30	Syd	\$55.00	\$1,650.00	\$1,650.00	\$59.45	\$1,783.50	\$1,783.50
8010005	Driveway, Nonreinf Conc, 6 inch	164	Syd	\$69.00	\$11,316.00	\$11,316.00	\$64.45	\$10,569.80	\$10,569.80
8010007	Driveway, Nonreinf Conc, 8 inch	103	Syd	\$82.00	\$8,446.00	\$8,446.00	\$76.45	\$7,874.35	\$7,874.35
8020004	Curb, Conc, Det E4	72	Ft	\$60.00	\$4,320.00	\$4,320.00	\$64.95	\$4,676.40	\$4,676.40
8020037	Curb and Gutter, Conc, Det F3	226	Ft	\$30.00	\$6,780.00	\$6,780.00	\$34.95	\$7,898.70	\$7,898.70
8020038	Curb and Gutter, Conc, Det F4	1203	Ft	\$30.00	\$36,090.00	\$36,090.00	\$34.95	\$42,044.85	\$42,044.85
8020050	Driveway Opening, Conc, Det M	624	Ft	\$35.00	\$21,840.00	\$21,840.00	\$39.95	\$24,928.80	\$24,928.80
8027001	Curb and Gutter, Conc, Det F4, Modified	175	Ft	\$30.00	\$5,250.00	\$5,250.00	\$34.95	\$6,116.25	\$6,116.25
8030010	Detectable Warning Surface	115	Ft	\$75.00	\$8,625.00	\$8,625.00	\$75.00	\$8,625.00	\$8,625.00
8030030	Curb Ramp Opening, Conc	115	Ft	\$30.00	\$3,450.00	\$3,450.00	\$34.95	\$4,019.25	\$4,019.25
8030044	Sidewalk, Conc, 4 inch	5997	Sf	\$7.50	\$44,977.50	\$44,977.50	\$6.55	\$39,280.35	\$39,280.35
8030046	Sidewalk, Conc, 6 inch	2023	Sf	\$8.50	\$17,195.50	\$17,195.50	\$7.55	\$15,273.65	\$15,273.65
8032002	Curb Ramp, Conc, 6 inch	595	Sf	\$12.00	\$7,140.00	\$7,140.00	\$9.55	\$5,682.25	\$5,682.25
8070095	Post, Mailbox	20	Ea	\$55.00	\$1,100.00	\$1,100.00	\$150.00	\$3,000.00	\$3,000.00
8087050	Fence Adjustment	1	Ea	\$1,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00
8100371	Post, Steel, 3 pound	177	Ft	\$11.00	\$1,947.00	\$1,947.00	\$12.00	\$2,124.00	\$2,124.00
8100402	Sign, Type III, Erect, Salv	26	Ea	\$85.00	\$2,210.00	\$2,210.00	\$75.00	\$1,950.00	\$1,950.00
8100403	Sign, Type III, Rem	5	Ea	\$30.00	\$150.00	\$150.00	\$25.00	\$125.00	\$125.00
8100404	Sign, Type IIIA	27	Sf	\$21.00	\$567.00	\$567.00	\$20.00	\$540.00	\$540.00
8100405	Sign, Type IIIB	7	Sf	\$21.00	\$147.00	\$147.00	\$20.00	\$140.00	\$140.00
8102003	Sign, Type III, Rem, Salv	26	Ea	\$85.00	\$2,210.00	\$2,210.00	\$25.00	\$650.00	\$650.00
8102010	Ground Mid Sign Support, Rem	10	Ea	\$30.00	\$300.00	\$300.00	\$25.00	\$250.00	\$250.00
8110024	Pavt Mrgk, Only Cold Plastic, 6 inch, Crosswalk	837	Ft	\$4.25	\$3,557.25	\$3,557.25	\$4.25	\$3,557.25	\$3,557.25
8110045	Pavt Mrgk, Only Cold Plastic, 24 inch, Stop Bar	90	Ft	\$17.00	\$1,530.00	\$1,530.00	\$17.00	\$1,530.00	\$1,530.00
8110420	Pavt Mrgk, Polyurea, For On-Street Parking, 4 inch, White	61	Ft	\$15.00	\$915.00	\$915.00	\$915.00	\$915.00	\$915.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea	\$86.40	\$1,728.00	\$1,728.00	\$95.00	\$1,900.00	\$1,900.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	\$6.00	\$120.00	\$120.00	\$0.01	\$0.20	\$0.20
8120026	Pedestrian Type II Barricade, Temp	10	Ea	\$72.00	\$720.00	\$720.00	\$100.00	\$1,000.00	\$1,000.00
8120170	Minor Traf Devices	1	LSUM	\$149,500.00	\$149,500.00	\$149,500.00	\$3,700.00	\$3,700.00	\$3,700.00
8120350	Sign, Type B, Temp, Prismatic, Furn	500	Sf	\$4.68	\$2,340.00	\$2,340.00	\$7.00	\$3,500.00	\$3,500.00
8120351	Sign, Type B, Temp, Prismatic, Oper	500	Sf	\$0.15	\$75.00	\$75.00	\$0.01	\$5.00	\$5.00
8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	110	Sf	\$4.88	\$536.80	\$536.80	\$14.00	\$1,540.00	\$1,540.00
8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	110	Sf	\$0.15	\$16.50	\$16.50	\$0.01	\$1.10	\$1.10
8120370	Traf Regulator Control	1	LSUM	\$5,500.00	\$5,500.00	\$5,500.00	\$7,250.00	\$7,250.00	\$7,250.00
8162001	Slope Restoration, Non-Freeway, Type A	1,550	Syd	\$13.00	\$20,150.00	\$20,150.00	\$16.10	\$24,955.00	\$24,955.00
8210020	Protect Corners	7	Ea	\$350.00	\$2,450.00	\$2,450.00	\$500.00	\$3,500.00	\$3,500.00
8230052	Gate Valve and Box, 8 inch	1	Ea	\$3,000.00	\$3,000.00	\$3,000.00	\$4,902.00	\$4,902.00	\$4,902.00
8230054	Gate Valve and Box, 12 inch	1	Ea	\$4,500.00	\$4,500.00	\$4,500.00	\$6,424.90	\$6,424.90	\$6,424.90
8230076	Gate Well, Rem	1	Ea	\$1,300.00	\$1,300.00	\$1,300.00	\$521.00	\$521.00	\$521.00
8230130	Water Main, 4 inch, Cut and Plug	2	Ea	\$4,350.00	\$8,700.00	\$8,700.00	\$2,344.50	\$4,689.00	\$4,689.00
8230156	Water Main, DI, 8 inch, Tr Det G	271	Ft	\$215.00	\$58,265.00	\$58,265.00	\$356.10	\$96,503.10	\$96,503.10
8230166	Water Main, DI, 12 inch, Tr Det G	12	Ft	\$225.00	\$2,700.00	\$2,700.00	\$188.80	\$2,265.60	\$2,265.60
8230240	Water Serv	4	Ea	\$4,800.00	\$19,200.00	\$19,200.00	\$4,009.70	\$16,038.80	\$16,038.80
8230245	Water Serv, Long	2	Ea	\$5,400.00	\$10,800.00	\$10,800.00	\$7,161.80	\$14,323.60	\$14,323.60
8237050	Gate Box, Rem	1	Ea	\$1,150.00	\$1,150.00	\$1,150.00	\$187.50	\$187.50	\$187.50
8237050	Water Main, Connect to Existing	3	Ea	\$5,850.00	\$17,550.00	\$17,550.00	\$5,556.90	\$16,670.70	\$16,670.70
8237050	Gate Box, Concrete Collar	8	Ea	\$1,300.00	\$10,400.00	\$10,400.00	\$2,000.00	\$16,000.00	\$16,000.00
8237050	Gate Valve, Rem 8"	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$994.00	\$994.00	\$994.00
8237050	Gate Valve, Rem 12"	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$994.00	\$994.00	\$994.00
8257050	Manhole, Concrete Collar	9	Ea	\$1,650.00	\$14,850.00	\$14,850.00	\$2,000.00	\$18,000.00	\$18,000.00
Subtotal Base Bid Schedule A					\$1,191,154.55	\$1,191,154.55		\$1,246,792.00	\$1,246,792.00
COST DISCREPANCIES									
SCHEDULE A BID ALTERNATE 1									
5017031	HMA, 3EML with Fiber	-316	Ton	\$160.00	(\$50,560.00)	(\$50,560.00)	\$160.00	(\$50,560.00)	(\$50,560.00)
5017031	HMA, 4EML with Fiber	-491	Ton	\$160.00	(\$78,560.00)	(\$78,560.00)	\$160.00	(\$78,560.00)	(\$78,560.00)
5017031	HMA, 5EML with Fiber	-342	Ton	\$180.00	(\$61,560.00)	(\$61,560.00)	\$180.00	(\$61,560.00)	(\$61,560.00)
5012013	HMA, 3EML	316	Ton	\$150.00	\$47,400.00	\$47,400.00	\$150.00	\$47,400.00	\$47,400.00
5012025	HMA, 4EML	491	Ton	\$150.00	\$73,650.00	\$73,650.00	\$150.00	\$73,650.00	\$73,650.00
5012037	HMA, 5EML	342	Ton	\$170.00	\$58,140.00	\$58,140.00	\$170.00	\$58,140.00	\$58,140.00
Subtotal Schedule A Bid Alternate 1					(\$11,490.00)	(\$11,490.00)		(\$11,490.00)	(\$11,490.00)
COST DISCREPANCIES									
SCHEDULE A TOTALS —>						\$1,179,664.55			\$1,235,302.00

BRIGHTON, MICHIGAN EAST STREETS IMPROVEMENTS PROJECT				Fonson Company, Inc. 7644 Whitmore Lake Road Brighton, MI 48116 (810) 231-5188			Inner City Contracting, LLC 18715 Grand River Avenue Detroit, MI 48223 (810) 625-3601		
BID DATE: Friday, April 19, 2024 BID TIME: 10:00 a.m.				BIDDERS ----> 2 BIDDERS					
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT
BASE BID SCHEDULE B - (LIBERTY AND BEAVER STREETS)									
1100001	Mobilization, Max	1	LSUM	\$37,000.00	\$37,000.00	\$37,000.00	\$69,464.50	\$69,464.50	\$69,464.50
2020006	Stump, Rem, 19 inch to 36 inch	1	Ea	\$275.00	\$275.00	\$275.00	\$360.00	\$360.00	\$360.00
2020008	Stump, Rem, 6 inch to 18 inch	7	Ea	\$150.00	\$1,050.00	\$1,050.00	\$150.00	\$1,050.00	\$1,050.00
2030011	Dr Structure, Rem	7	Ea	\$550.00	\$3,850.00	\$3,850.00	\$906.00	\$6,342.00	\$6,342.00
2030015	Sewer, Rem, Less than 24 inch	380	Ft	\$30.00	\$11,400.00	\$11,400.00	\$44.90	\$17,062.00	\$17,062.00
2040020	Curb and Gutter, Rem	723	Ft	\$11.00	\$7,953.00	\$7,953.00	\$1.75	\$1,265.25	\$1,265.25
2040050	Pavt, Rem	66	Syd	\$17.00	\$1,122.00	\$1,122.00	\$13.95	\$920.70	\$920.70
2040055	Sidewalk, Rem	191	Syd	\$19.00	\$3,629.00	\$3,629.00	\$9.60	\$1,833.60	\$1,833.60
2040080	Exploratory Investigation, Vertical	50	Ft	\$90.00	\$4,500.00	\$4,500.00	\$39.00	\$1,950.00	\$1,950.00
2050010	Embankment, CIP	119	Cyd	\$34.00	\$4,046.00	\$4,046.00	\$22.45	\$2,671.55	\$2,671.55
2050016	Excavation, Earth	1199	Cyd	\$29.00	\$34,771.00	\$34,771.00	\$23.90	\$28,656.10	\$28,656.10
2050041	Subgrade Undercutting, Type II	500	Cyd	\$57.00	\$28,500.00	\$28,500.00	\$55.10	\$27,550.00	\$27,550.00
2050148	Flowable Fill, Non-Structural	11	Cyd	\$425.00	\$4,675.00	\$4,675.00	\$586.40	\$6,445.40	\$6,450.40
2080020	Erosion Control, Inlet Protection, Fabric Drop	9	Ea	\$125.00	\$1,125.00	\$1,125.00	\$150.00	\$1,350.00	\$1,350.00
2080024	Erosion Control, Inlet Protection, Sediment Trap	2	Ea	\$250.00	\$500.00	\$500.00	\$150.00	\$300.00	\$300.00
2080036	Erosion Control, Silt Fence	300	Ft	\$3.50	\$1,050.00	\$1,050.00	\$2.50	\$750.00	\$750.00
2090001	Project Cleanup	1	LSUM	\$15,000.00	\$15,000.00	\$15,000.00	\$4,350.00	\$4,350.00	\$4,350.00
3010002	Subbase, CIP	444	Cyd	\$35.00	\$15,540.00	\$15,540.00	\$47.50	\$475.00	\$21,090.00
3020001	Aggregate Base	1,224	Ton	\$41.00	\$50,184.00	\$50,184.00	\$24.85	\$30,416.40	\$30,416.40
4020033	Sewer, C/A, 12 inch, Tr Det B	498	Ft	\$60.00	\$29,880.00	\$29,880.00	\$334.60	\$166,630.80	\$166,630.80
4021204	Sewer Tap, 12 inch	1	Ea	\$800.00	\$800.00	\$800.00	\$3,314.00	\$3,314.00	\$3,314.00
4021260	Trench Undercut and Backfill	10	Cyd	\$100.00	\$1,000.00	\$1,000.00	\$45.70	\$457.00	\$457.00
4030010	Dr Structure Cover, Type B	1	Ea	\$750.00	\$750.00	\$750.00	\$929.70	\$929.70	\$929.70
4030050	Dr Structure Cover, Type K	7	Ea	\$900.00	\$6,300.00	\$6,300.00	\$1,191.90	\$8,343.30	\$8,343.30
4030200	Dr Structure, 24 inch dia	4	Ea	\$1,550.00	\$6,200.00	\$6,200.00	\$2,625.85	\$10,503.40	\$10,503.40
4030210	Dr Structure, 48 inch dia	4	Ea	\$2,950.00	\$11,800.00	\$11,800.00	\$5,213.25	\$20,853.00	\$20,853.00
4037050	Stern Polymer (SPP) Sealing	8	Ea	\$500.00	\$4,000.00	\$4,000.00	\$1,000.00	\$8,000.00	\$8,000.00
4040063	Underdrain, Subbase, 6 inch	500	Ft	\$10.00	\$5,000.00	\$5,000.00	\$14.55	\$7,275.00	\$7,275.00
5010002	Cold Milling HMA Surface	1240	Syd	\$10.00	\$12,400.00	\$12,400.00	\$6.00	\$7,440.00	\$7,440.00
5010005	HMA Surface, Rem	1866	Syd	\$7.00	\$13,062.00	\$13,062.00	\$8.00	\$14,928.00	\$14,928.00
5010025	Hand Patching	45	Ton	\$201.00	\$9,045.00	\$9,045.00	\$285.00	\$12,825.00	\$12,825.00
5017031	HMA, 3EML with Fiber	176	Ton	\$170.00	\$29,920.00	\$29,920.00	\$180.00	\$31,680.00	\$31,680.00
5017031	HMA, 4EML with Fiber	351	Ton	\$170.00	\$59,670.00	\$59,670.00	\$176.00	\$61,776.00	\$61,776.00
5017031	HMA, 5EML with Fiber	237	Ton	\$190.00	\$45,030.00	\$45,030.00	\$184.00	\$43,608.00	\$43,608.00
6020015	Conc Base Cse, Nonreinf, 6 inch	30	Syd	\$55.00	\$1,650.00	\$1,650.00	\$59.45	\$1,783.50	\$1,783.50
8010005	Driveway, Nonreinf Conc, 6 inch	85	Syd	\$69.00	\$5,865.00	\$5,865.00	\$64.45	\$5,478.25	\$5,478.25
8010007	Driveway, Nonreinf Conc, 8 inch	51	Syd	\$82.00	\$4,182.00	\$4,182.00	\$76.45	\$3,898.95	\$3,898.95
8020004	Curb, Conc, Det E4	72	Ft	\$60.00	\$4,320.00	\$4,320.00	\$64.95	\$4,678.40	\$4,678.40
8020037	Curb and Gutter, Conc, Det F3	226	Ft	\$30.00	\$6,780.00	\$6,780.00	\$34.95	\$7,898.70	\$7,898.70
8020038	Curb and Gutter, Conc, Det F4	597	Ft	\$30.00	\$17,910.00	\$17,910.00	\$34.95	\$20,865.15	\$20,865.15
8020050	Driveway Opening, Conc, Det M	380	Ft	\$35.00	\$13,300.00	\$13,300.00	\$39.95	\$15,181.00	\$15,181.00
8027001	Curb and Gutter, Conc, Det F4, Modified	175	Ft	\$30.00	\$5,250.00	\$5,250.00	\$34.95	\$6,116.25	\$6,116.25
8030010	Detectable Warning Surface	82	Ft	\$75.00	\$6,150.00	\$6,150.00	\$75.00	\$6,150.00	\$6,150.00
8030030	Curb Ramp Opening, Conc	82	Ft	\$30.00	\$2,460.00	\$2,460.00	\$30.00	\$2,460.00	\$2,460.00
8030044	Sidewalk, Conc, 4 inch	4023	Sft	\$7.50	\$30,172.50	\$30,172.50	\$6.55	\$26,350.65	\$26,350.65
8030046	Sidewalk, Conc, 6 inch	1,236	Sft	\$8.50	\$10,506.00	\$10,506.00	\$7.55	\$9,331.80	\$9,331.80
8032002	Curb Ramp, Conc, 6 inch	423	Sft	\$12.00	\$5,076.00	\$5,076.00	\$9.55	\$4,039.65	\$4,039.65
8070095	Post, Mailbox	20	Ea	\$55.00	\$1,100.00	\$1,100.00	\$150.00	\$3,000.00	\$3,000.00
8087050	Fence Adjustment	1	Ea	\$1,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00
8100371	Post, Steel, 3 pound	145	Ft	\$11.00	\$1,595.00	\$1,595.00	\$12.00	\$1,740.00	\$1,740.00
8100402	Sign, Type III, Erect, Salv	17	Ea	\$85.00	\$1,445.00	\$1,445.00	\$75.00	\$1,275.00	\$1,275.00
8100403	Sign, Type III, Rem	4	Ea	\$30.00	\$120.00	\$120.00	\$25.00	\$100.00	\$100.00
8100404	Sign, Type IIIA	18	Sft	\$21.00	\$378.00	\$378.00	\$20.00	\$360.00	\$360.00
8100405	Sign, Type IIIB	7	Sft	\$21.00	\$147.00	\$147.00	\$20.00	\$140.00	\$140.00
8102003	Sign, Type III, Rem, Salv	17	Ea	\$85.00	\$1,445.00	\$1,445.00	\$25.00	\$425.00	\$425.00
8102010	Ground Mid Sign Support, Rem	7	Ea	\$30.00	\$210.00	\$210.00	\$25.00	\$175.00	\$175.00
8110024	Pavt Mfg, Only Cold Plastic, 6 inch, Crosswalk	605	Ft	\$4.25	\$2,571.25	\$2,571.25	\$4.25	\$2,571.25	\$2,571.25
8110045	Pavt Mfg, Only Cold Plastic, 24 inch, Stop Bar	60	Ft	\$17.00	\$1,020.00	\$1,020.00	\$17.00	\$1,020.00	\$1,020.00
8110420	Pavt Mfg, Polyurea, For On-Street Parking, 4 inch, White	40	Ft	\$15.00	\$600.00	\$600.00	\$15.00	\$600.00	\$600.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea	\$86.40	\$1,728.00	\$1,728.00	\$95.00	\$1,900.00	\$1,900.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	\$6.00	\$120.00	\$120.00	\$0.01	\$0.20	\$0.20
8120026	Pedestrian Type II Barricade, Temp	10	Ea	\$72.00	\$720.00	\$720.00	\$100.00	\$1,000.00	\$1,000.00
8120170	Minor Traf Devices	1	LSUM	\$117,100.00	\$117,100.00	\$117,100.00	\$3,700.00	\$3,700.00	\$3,700.00
8120350	Sign, Type B, Temp, Prismatic, Furn	500	Sft	\$4.68	\$2,340.00	\$2,340.00	\$7.00	\$3,500.00	\$3,500.00
8120351	Sign, Type B, Temp, Prismatic, Oper	500	Sft	\$0.15	\$75.00	\$75.00	\$5.00	\$2,500.00	\$2,500.00
8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	110	Sft	\$4.88	\$536.80	\$536.80	\$14.00	\$1,540.00	\$1,540.00
8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	110	Sft	\$0.15	\$16.50	\$16.50	\$0.01	\$1.10	\$1.10
8120370	Traf Regulator Control	1	LSUM	\$5,500.00	\$5,500.00	\$5,500.00	\$6,360.00	\$6,360.00	\$6,360.00
8162001	Slope Restoration, Non-Freeway, Type A	1020	Syd	\$13.00	\$13,260.00	\$13,260.00	\$16.10	\$16,422.00	\$16,422.00
8210020	Protect Corners	2	Ea	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$4,000.00	\$4,000.00
8237050	Gate Box, Concrete Collar	5	Ea	\$1,300.00	\$6,500.00	\$6,500.00	\$1,500.00	\$7,500.00	\$7,500.00
8237050	Gate Valve, Rem 8"	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$994.00	\$994.00	\$994.00
8237050	Gate Valve, Rem 12"	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$994.00	\$994.00	\$994.00
8257050	Manhole, Concrete Collar	4	Ea	\$1,650.00	\$6,600.00	\$6,600.00	\$2,000.00	\$8,000.00	\$8,000.00
Subtotal Base Bid Schedule B					\$745,776.05	\$745,776.05		\$785,928.55	\$806,543.55
COST DISCREPANCIES									\$20,615.00
SCHEDULE B BID ALTERNATE 1									
5017031	HMA, 3EML with Fiber	-176	Ton	\$170.00	(\$29,920.00)	(\$29,920.00)	\$180.00	(\$38,160.00)	(\$38,160.00)
5017031	HMA, 4EML with Fiber	-351	Ton	\$170.00	(\$59,670.00)	(\$59,670.00)	\$180.00	(\$65,160.00)	(\$65,160.00)
5017031	HMA, 5EML with Fiber	-237	Ton	\$190.00	(\$45,030.00)	(\$45,030.00)	\$180.00	(\$42,660.00)	(\$42,660.00)
5012013	HMA, 3EML	176	Ton	\$160.00	\$28,160.00	\$28,160.00	\$150.00	\$26,400.00	\$26,400.00
5012025	HMA, 4EML	351	Ton	\$160.00	\$56,160.00	\$56,160.00	\$150.00	\$52,650.00	\$52,650.00
5012037	HMA, 5EML	237	Ton	\$180.00	\$42,660.00	\$42,660.00	\$170.00	\$40,290.00	\$40,290.00
Subtotal Schedules B Bid Alternate 1					(\$7,640.00)	(\$7,640.00)		(\$7,640.00)	(\$7,640.00)
COST DISCREPANCIES									
SCHEDULE B TOTALS ---->						\$738,136.05			\$788,903.55
EXTENDED BID PRICE TOTAL BID ---->					\$1,817,800.60			\$2,034,205.55	
SCHEDULE A					\$1,179,664.55			\$1,235,302.00	
SCHEDULE B					\$738,136.05			\$798,903.55	
BID SECURITY (5% MINIMUM) ADDENDUM 1 ACKNOWLEDGED					Yes Yes			Yes Yes	
REMARKS					APPARENT LOW BIDDER				
NOTE: DISCREPANCIES BETWEEN CONTRACTOR BID FORM AND THE EXTENDED UNIT PRICE ARE NOTED IN RED.									



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: CONSIDER APPROVAL OF RESOLUTION #2024-15 TO ALLOW STAFF TO APPLY FOR A \$250,000 CATEGORY B PROGRAM GRANT FUNDED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT FUND FOR THE MILL AND OVERLAY OF SOUTH THIRD STREET BETWEEN MAIN STREET AND BRIGHTON LAKE ROAD WITH A GRANT MATCHING FUND REQUIREMENT OF 50 PERCENT.

BACKGROUND

- The State of Michigan Department of Transportation Economic Development Fund offers the Category B Program Grant funding up to \$250,000 for reconstruction, replacement, rehabilitation or capital preventative maintenance for cities or villages with populations under 10,000.
- City Council approved resolutions in 2020 and 2021 to allow Staff to apply for this grant to assist with the cost of Phase 1 and Phase 2 the Northwest Neighborhood Reconstruction Project. We were not awarded the grant either of those years.

ADMINISTRATIVE SUMMARY

- Staff would, once again, like to apply for this grant to help fund the mill and overlay of S. Third Street between Main Street and Brighton Lake Road.
- City Council previously approved, Hubbell, Roth, & Clark (HRC), Inc. to provide us with an Opinion of Probably Construction Cost for improvements to South Third Street. The estimate for the road and sidewalk portion of the project is approximately \$390,000, which includes a 10% contingency of \$36,000.
- The maximum grant award amount is \$250,000 with a 50/50 match requirement by the municipal applicant, allowing for a total project cost of \$500,000. As discussed above, the current estimate provided by HRC including contingencies totals \$390,000. Staff has asked HRC to also provide an estimate on adding the roundabout at Third and Main Street to the project. With that in mind we are requesting a resolution allowing the city to apply for \$250,000 in grant funds. If awarded, the city is not obligated to spend all \$250,000. Funds are for street-related rehabilitation only and are not to be used for engineering or utility improvements, which include water, wastewater and storm systems. Additionally, the costs of these improvements are not to be used for the city's match portion.

BUDGET INFORMATION

- If awarded, the match portion of the grant will be paid from the Major Streets Fund which has sufficient fund balance.

RECOMMENDATION

Approve Resolution #2024-15 allowing staff to apply for a \$250,000 Category B Program Grant funded by the Michigan Department of Transportation Economic Development Fund Program.

Prepared by: Patty Thomas, Asst. to the DPS Director

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Resolution No. 2024-15

**CITY OF BRIGHTON
RESOLUTION NO. 2024-15**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR THE MILL AND OVERLAY OF SOUTH THIRD STREET BETWEEN MAIN STREET AND BRIGHTON LAKE ROAD INCLUDING THE ROUNDABOUT FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM.

Minutes of a regular meeting of the City Council of the City of Brighton, Livingston County, Michigan, held in the City Council Chambers at 200 N. First Street, in said City, on Tuesday, May 28, 2024 at 6:30 pm:

PRESENT: COUNCIL MEMBERS: [Names]

ABSENT: COUNCIL MEMBERS: [Names]

The following preamble and resolution were offered by Commissioner [Name] and supported by Commissioner [Name].

WHEREAS, the City of Brighton is applying for \$250,000 in funding through MDOT from the Transportation Economic Development Category B Program for the mill and overlay of South Third Street between Main Street and Brighton Lake Road including the roundabout.

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Marcel Goch, Department of Public Services Director, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$250,000 toward the construction costs of the project(s), and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

PRESENT: COUNCIL MEMBERS: [Names]

NAYS: COUNCIL MEMBERS: [Names]

ABSENT: COUNCIL MEMBERS: [Names]

RESOLUTION DECLARED ADOPTED.
[name]

[title]

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the City Council of the City of Brighton held on May 28, 2024

Tara Brown, City Clerk



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

MAY 28, 2024

SUBJECT: **CONSIDER APPROVAL OF A 12-MONTH AGREEMENT WITH ZENCITY FOR THEIR COMMUNITY ENGAGEMENT PLATFORM AND RELATED BUDGET AMENDMENT**

BACKGROUND

For several years city staff has promoted efforts to generate more community engagement through various avenues like My Brighton MI, Farmer's Market Table, eNewsletters, the Biennial Citizens Survey, and Main Streetscape Open Houses. As a community who values input from engaged citizens, staff has recognized that more effort must be made to amplify the voices of our community especially now with the Master Plan in discussion, as public engagement is required component of that process.

Community engagement serves as the cornerstone of governance, empowering residents to actively participate in decision-making processes that shape the fabric of their communities. Through engagement, individuals are not only able to voice their concerns and aspirations but also contribute their unique perspectives and expertise to collective problem-solving efforts. Moreover, community engagement builds trust between residents and local authorities, fostering collaborative relationships that are essential for effective governance and sustainable development. By promoting transparency, accountability, and social cohesion, community engagement lays the groundwork for resilient neighborhoods where all voices are heard, valued, and included in the pursuit of common goals. Ultimately, community engagement is not just a means to an end but a fundamental principle that underpins the health, prosperity, and resilience of our societies.

After many demonstrations it is clear that ZenCity presents a clean, easy to navigate interface with a one-stop location for current projects supplemented by a robust real-time survey interface that sends direct results to staff.

ADMINISTRATIVE SUMMARY

- ZenCity provides communities with real-time data and analytics, enabling City Council and staff make informed decisions based on accurate information rather than assumptions or anecdotal evidence.
- By pinpointing areas of concern or interest within the community, ZenCity helps local governments allocate resources more efficiently, ensuring that taxpayer funds are used effectively to address the most pressing issues.
- ZenCity promotes transparency by providing residents with insights into how their government operates and responds to community feedback, fostering trust and accountability between citizens and their elected officials.

BUDGET INFORMATION

- ZenCity is offering the city a significant discount from its \$16,000 price tag for a community of our size. They are offering a 12-month contract for \$7,000, which includes 2 active portals and given time, allowing for multiple projects throughout the year. Additionally, they are including their platform that provides organic feedback from

online data sources.

- A budget amendment of \$7,000 from the general fund would be needed to fund this agreement.

RECOMMENDATION

It is the recommendation of staff to approve a 12-month agreement with ZenCity in an amount not to exceed \$7,000.00, along with related budget amendment and authorize the City Manager to execute the agreement

Prepared by: Gretchen Gomolka, City Manager

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

☒ Acceptable Form and Ready to Execute with redlines

☐ Other _____

Attachments: ZenCity agreement with Attorney Gabis redlines

05-21-2024

Proposal For: Brighton MI

Proposal Expiration: 06-20-2024

ZENCITY ORDER FORM

Order form #: Q-10797

Order form prepared for: Brighton MI

Order form expiration date: 06-20-2024

This Order Form ("Order Form") is entered into between the Zencity entity detailed below ("Zencity"), and the entity identified below ("Customer", and jointly with Zencity the "Parties")), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "T&Cs"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY			CUSTOMER	
Entity (legal) name:	Zencity Technologies US Inc.		Entity (legal) name:	City of Brighton
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801		Full address:	48116, 200 N 1st Street, Brighton, MI, USA
Contact:	Marta Slobodyanyuk		Contact:	Gretchen Gomolka
Phone:	202-883-4448		Phone:	+1 810-227-1911
Email:	marta@zencity.io		Email:	gomolkag@brightoncity.org

SKU	Item Name	Description	Yearly List Price	Term	Discount	Yearly Discounted Price
ZC-ECI	Zencity 360 Essentials - Standard	Community Engagement SaaS Platform for cities with up to 20,000 residents. Processing organic feedback on various channels, including: • Unlimited full track of official sources and limited coverage of leading unofficial channels (40 unofficial sources) • Unlimited anomaly highlights, automated reports, digests and media mentions. • Limited project s [10] • Publishing and scheduling to social media accounts (Nextdoor, Facebook, X/ Twitter, Linked in) and collecting engagement analytics on official (agency operated) social media channels	\$16,000	12 months	56.5%	\$7,000

		Community engagement collaboration and input interface: • One Engage domain with 2 active engagement projects • All basic engagement templates with automatic translation to 29 languages • Simple Survey templated polling with selected language translation				
Total Billed Yearly						\$7,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
Effective Date:	05-21-2024
Initial Term:	12 Months commencing on the Effective Date
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
Payment Terms:	The Fees shall be payable on an annual basis within 30 Days of the Effective Date and on each anniversary thereof.
Customer Billing Contact:	Gretchen Gomolka +1 810-227-1911
Customer PO # (if applicable):	

Appendix A

Zencity Terms and Conditions

• SOFTWARE LICENSE & SUPPORT SERVICES

1.1 Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

1.2 Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.3 During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.4 Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

2.2 Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.

3. PROPRIETARY RIGHTS. Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. CONFIDENTIALITY. Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to

protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, ~~provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.~~

5. DATA AND MATERIALS LICENSE.

5.1 Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.

5.2 Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials, **but only** for the provision of the services **to Customer** in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. FEES.

6.1 The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. TERM & TERMINATION

7.1 This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

7.2 The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a Renewal Term and collectively with the Initial Term, the Term) unless either party provides written notice of non-renewal to the other party at least 90 Days before the end of each applicable term.

7.3 Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses

the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "Personal Data" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR")) or any parallel term in the jurisdiction in which the Licensed Program is being used.

ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

8.3 To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received by ~~Livingston County~~ Michigan ~~State of New York~~ Michigan ~~New York City~~ Michigan if transmitted by facsimile or e-mail; the day after it is sent if sent by registered mail, return receipt requested. This Agreement shall be governed by the laws of the ~~State of New York~~ Michigan without regard to its conflict of laws provisions and the competent courts of ~~New York City~~ Michigan shall have exclusive jurisdiction to hear any disputes arising hereunder.

Zencity		City of Brighton	
Signature	_____	Signature	_____
Name		Name	
Title		Title	
Date		Date	