



Brighton City Council Meeting

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

June 11, 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 28, 2024](#)
- b. [Approval of minutes: special meeting of May 30, 2024](#)
- c. [Approval of final year end budget amendments for the year ending June 30, 2024, Resolution #2024-16](#)
- d. [Approval to purchase an Exmark Lazer Z E-Series Turf Mower from Weingartz in an amount not to exceed \\$11,145](#)
- e. [Approval of Resolution #2024-17 authorizing application and implementation of the Michigan Shared Streets and Spaces Grant](#)
- f. [Authorize execution of the Agreement for Road Safety Audit with SEMCOG](#)

Correspondence

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

Discussion

9. Mixer Media production of video series
10. Zoning
11. Parking lots and engineering

New Business

12. [Consider approval of the purchase order to Pavetech, Inc. in the amount of \\$69,000 for Reclamite treatment](#)
13. [Consider approval to award the contract for the Wastewater Treatment Building Roof Replacements Project to Tri-Star Roofing and Sheet Metal in an amount not to exceed the amount of \\$199,688.30](#)
14. [Consider approval of A Taste of Brighton lane closure change request](#)
15. [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

16. Call to the public

17. Adjournment



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MAY 28, 2024

1. Call to order

Mayor Pro Tem Bohn called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

3. Roll call

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

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.

Motion by Councilmember Gardner, seconded by Councilmember Pettengill to excuse Mayor Tobbe for personal reasons. **The motion carried, 6-0.**

4. Consider approval of the agenda

Motion by Councilmember Gardner, seconded by Councilmember Schmenk to add a flag discussion item to the agenda as item 12a. **The motion carried, 6-0.**

Motion by Councilmember Albert, seconded by Councilmember Gipson to approve the agenda as amended. **The motion carried, 6-0.**

5. Consider approval of consent agenda items

Motion by Councilmember Gardner, seconded by Councilmember Pettengill to approve the consent agenda as presented. **The motion carried by roll call vote, 6-0.**

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

Mayor Pro Tem Bohn opened the call to the public at 6:37 p.m. Hearing and seeing no comment, the call to the public was closed.

7. Staff updates

Director Goch stated the first round of sidewalk is complete, the city contractor did a fantastic job. DTE will be in the area soon to repair some electrical poles near St. Paul and West Streets. The sidewalk gap project is running a month ahead. Crack sealing of several parking lots will be done during June. The newly paved roads in the Northwest

Neighborhood will have a Reclamite coating added, sandwich boards will be placed in work zones. It is important to remember that this product is very messy initially, but the end product is clean and will prolong the life of the asphalt.

City Manager Gomolka was happy to report that the City of Brighton has achieved a bronze level certification in the Michigan Green Communities Challenge. The city is among sixty-two communities recognized for their sustainability efforts. Also, the city's Downtown Streetscape Project is one of fourteen projects competing for the prestigious MML Community Excellence Award. Both news items can be viewed in detail on the city's website.

8. Updates from Councilmember liaisons to various boards and commissions

Councilmember Gardner thanked Lake Trust for continuing to invest in the city. As a recent attendee at the Lake Trust branch reopening ribbon cutting, Councilmember Gardner remarked that the building is beautiful, and the event was well attended.

Councilmember Pettengill noted the BACC met on May 13, 2024, and approved a \$500 expenditure for seating and lighting over Hyne Alley. The unveiling of Albert Wirth's Millpond Music Studio will be on June 2, 2024, at 1:00 p.m. at the Imagination Station.

Councilmember Schmenk stated the Zoning Board of Appeals will meet on June 13, 2024.

Councilmember Gardner noted the Brighton Optimist Club will hold its annual Fishing Derby for kids at the millpond on June 8, 2024. Registration for the fishing derby will begin at 7:30 a.m. Also, the unveiling of Decision Pending will be on June 8, 2024, at 10:00 a.m. Decision Pending had been removed for the Downtown Streetscape Project and will be back near to where it was located. The Main Street Mile and the Brighton Farmers Market will also be held on June 8, 2024.

Mayor Pro Tem Bohn noted the Planning Commission meeting was held on May 20, 2024, and continues to discuss the Master Plan.

Motion by Councilmember Pettengill, seconded by Councilmember Gipson to un-table the Mayoral Proclamation for Eagle Scout Ian Cox. **The motion carried, 6-0**

9. Mayoral Proclamation: Eagle Scout Ian Cox

10. Mayoral Proclamation: Eagle Scout Gaven Kokochak

11. MACP Accreditation Award

The City of Brighton Police Department received Michigan Association of Chiefs of Police accreditation. The City of Brighton Police Department is one of seventy-seven agencies in Michigan to become accredited.

Discussion

12. Kiwanis presentation: Story Book Walk

13. Discuss the policy relating to "call to the public" for city open meetings

Motion by Councilmember Gipson, seconded by Councilmember Schmenk to revise the Policy for Public Comments at Meetings to reflect that calls to the public change from five minutes each to three minutes each. **The motion carried by roll call vote, 4-2. Mayor Pro Tem Bohn and Councilmember Pettengill voted no.**

New Business

14. Consider approval of a budget amendment of \$5,000 to support the senior center

Motion by Councilmember Pettengill, seconded by Councilmember Schmenk to approve of a budget amendment to the General Fund in the amount of \$5,000 to support the senior center, and implement the process as outlined. **The motion carried, 6-0.**

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

Motion by Councilmember Gardner, seconded by Councilmember Pettengill to 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. **The motion carried, 6-0.**

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

Motion by Councilmember Albert, seconded by Councilmember Gipson to 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. **The motion carried by roll call vote, 6-0.**

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

Motion by Councilmember Gipson, seconded by Councilmember Pettengill to table the item for more clarification on topics discussed. **The motion carried, 6-0.**

Other Business

18. Call to the public

Mayor Pro Tem Bohn opened the call to the public at 9:15 p.m.

Ian Cox thanked the Kiwanis Club for the idea for the Story Book Walk and asks that a book on Brighton history be included to provide youth with aspects from the past such as the Yum Yum Tree, etc.

Susan Walters-Bakhaus spoke regarding the call to public regarding an email sent to City Council.

Hearing and seeing no further comment, the call to the public was closed at 9:19 p.m.

19. Adjournment

Motion by Councilmember Pettengill, seconded by Councilmember Gipson to adjourn the meeting at 9:19 p.m. **The motion carried, 6-0.**



Brighton City Council Special Meeting

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MINUTES OF THE SPECIAL MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MAY 30, 2024

1. Call to order

Mayor Tobbe called the meeting to order at 6:00 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, Community Development Manager Caruso, Executive Assistant to Community Development Kelly Haataja, Chief Brent Pirochta, and Attorney Sarah Gabis.

4. Consider approval of the agenda

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

5. Call to the public

Mayor Tobbe opened the call to the public at 6:01 p.m. Hearing and seeing no comment, the call to the public was closed.

6. Consider entering into closed session to consider the purchase or lease of real property pursuant to MCL 15.268 (1)(d) of the Open Meetings Act

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to enter into closed session at 6:01 p.m. to consider the purchase or lease of real property pursuant to MCL 15.268(1)(d) of the Open Meetings Act and to invite Barry Kemper, Megan Farkas, and Tom Hoffman into the closed session. **The motion carried by roll call vote, 7-0.**

Motion by Mayor Pro Tem Bohn, seconded by Councilmember Pettengill to come out of closed session at 8:46 p.m. **The motion carried, 7-0.**

7. Call to the public

Mayor Tobbe opened the call to the public at 8:46 p.m. Hearing and seeing no comment, the call to the public was closed.

8. Adjournment

Motion by Councilmember Schmenk, seconded by Councilmember Gardner to adjourn the meeting at 8:46 p.m. **The motion carried, 7-0.**



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 11, 2024

SUBJECT: CONSIDER APPROVAL OF FINAL BUDGET AMENDMENTS FOR FISCAL YEAR ENDING JUNE 30, 2024, RESOLUTION #2024-16

ADMINISTRATIVE SUMMARY

- In compliance with statutory budgeting and accounting requirements, City Council must amend the 2023-2024 budget prior to June 30, 2024, such that actual expenditures do not exceed budgeted amounts.
- The 2023-2024 Year End Budget Amendments are attached. These amendments result from changes in revenues and expenditures throughout the budget year.
- The projected Fund Balance for General Fund is based on **budgeted** financial outcomes at year-end. Final numbers for the year ending June 30, 2024, will not be available until after the audit is completed.

The projected Fund Balance for the General Fund is computed as follows:

Unassigned and Assigned for
Capital Fund Balance at 6/30/23 per the audit \$3,800,294

Budgeted Results of Operations for FY 2023-2024

| | |
|--|-------------------|
| Revenues per original budget | 10,491,207 |
| Expenditures per original budget | <u>11,638,411</u> |
| Original Budgeted use of Fund Balance | (1,147,204) |
| Amendments made throughout the year | (120,074) |
| Recommended Year End Budget Amendments | <u>1,390,000</u> |
| Projected addition to Fund Balance | <u>122,722</u> |

Budgeted Unassigned Fund Balance at 6/30/24 \$3,923,016

RECOMMENDATION

Approve Resolution 2024-16, Final Year End Budget Amendments for the year ending June 30, 2024, as presented.

Prepared by: Elizabeth Gaines, Finance Director

Attachments: 1. Resolution 2024-16
2. FY 2023-24 Year end Budget Amendments

RESOLUTION 2024-16

TO AMMEND THE 2023-24 YEAR END BUDGET APPROPRIATIONS

WHEREAS, the Brighton City Council adopted the original Fiscal Year 2023-24 budget; and

WHEREAS, statutory budgeting and accounting requirements require that the budget be amended prior to year-end for changes to revenues and expenditures that were unknown at time of original adoption; and

WHEREAS, the City Manager has recommended certain amendments to the City's Funds:

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

1. The Brighton City Council amends the FY 2023-24 Budget appropriation levels pursuant to the recommendations of the City Manager, as provided in the attached sheet, which are made a part of this Resolution.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED

Dated: _____

CERTIFICATION

I, Tara Brown, City Clerk of the City of Brighton, do hereby certify that the foregoing is true and correct copy of a Resolution adopted by the City Council of the City of Brighton at a regular meeting held on June 25, 2024.

Tara Brown, City Clerk

City of Brighton
2023-2024 Year End Budget Amendments

GENERAL FUND

| <u>Revenue</u> | Amount Inc/(Dec) | Description | Account Number |
|--|-----------------------------------|---|----------------------------------|
| Property Taxes | 350,000.00 | Higher than anticipated revenue | 101-010-0000-000-40200 |
| Interest Income | 300,000.00 | Earned more interest than anticipated | 101-010-0000-000-67000 |
| Building Permit Fees | 270,000.00 | Higher than anticipated permit activity | 101-010-0000-600-47700 |
| Appropriation from DDA | <u>(170,000.00)</u> | Payment foregone due to upcoming land contract balloon payment in DDA | 101-010-0000-000-69944 |
| Total Revenue | 750,000.00 | | |
| | | | |
| <u>Expenditures</u> | | | |
| City Manager | | | |
| Salaries and benefits | 10,000.00 | Increased costs for additional assistant to City Manager position | 101-172-0000-170-xxxxx |
| Retiree Healthcare | | | |
| Retiree Healthcare | 3,000.00 | Higher than budgeted premium increases | 101-869-0000-170-71600 and 71602 |
| Retiree Healthcare | 27,000.00 | Higher than budgeted premium increases | 101-869-0000-300-71600 and 71602 |
| Transfers Out | | | |
| Appropriation to DDA | <u>(680,000.00)</u> | Transfer to DDA for Streetscape not needed | 101-968-0000-000-99944 |
| Total Expenditures | (640,000.00) | | |
| Net Change to Budgeted General Fund Balance | <u><u>1,390,000.00</u></u> | | |



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 11, 2024

SUBJECT: CONSIDER APPROVAL OF THE PURCHASE OF AN EXMARK LAZER Z E-SERIES TURF MOWER FROM WEINGARTZ IN THE AMOUNT OF \$11,145

BACKGROUND

The Department of Public Services has five zero-turn turf mowers that are used to maintain the city's three cemeteries, downtown, all city-owned facilities, parks, and out lots.

The city began a comprehensive replacement plan for the turf mowers approximately five years ago. This enables staff to rotate out older inventory on a five-year rotation to minimize maintenance costs and maintain reliable equipment.

ADMINISTRATIVE SUMMARY

Weingartz is a member of the MiDeal Extended Purchasing Program which is operated through the State of Michigan Department of Technology, Management & Budget. This is a competitively bid contract, available to all municipalities.

Staff received a price of \$11,145 from Weingartz for an Exmark Lazer Z E-Series Turf Mower with a mulch kit. This is the same mower at the same cost as we purchased in 2023. Our staff is familiar with the Exmark brand and found them to be durable mowers that hold up to commercial use. We currently use all Exmark mowers and have had great success with their dependability as we have always received excellent service from Weingartz.

BUDGET INFORMATION

City Council approved \$16,000 in the FY 2024/2025 CIP budget for the purchase of this mower. This is sufficient to purchase the mower. As was done in the past, the oldest mower will be auctioned. Last year's auctioned mower sold for \$3,400 so staff expects to receive a similar amount again this year. This will bring the net cost of the new mower to less than \$8,000.

RECOMMENDATION

Approve the purchase of an Exmark Lazer Z E-Series Turf Mower from Weingartz in an amount not to exceed \$11,145.

Prepared by: Brad Shrader, DPW Superintendent

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

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

Reviewed &
Approved by: Gretchen Gomolka, City Manager

Attachment: Weingartz Quote

WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: **CITY OF BRIGHTON**
 ATTN: ACCOUNTS PAYABLE
 200 N. FIRST ST.
 BRIGHTON, MI 48116-1593

Quote #: **20545221-00**
 Date: 05/20/24
 Exp Date:

Attn:
 Phone: (810) 225-8019
 Email: invoices@brightoncity.org

Prepared By: **Hunter Rankin**
 Phone: (248) 893-5902
 Email: hrankin@weingartz.com

| Product number | Product and Description | Qty | Sale Price | Total |
|------------------|--|-----|-------------|-------------|
| exlze751cka524a2 | Lazer Z E-Series 751 Kaw 52" Deck List Price: \$14,873.00 | 1 | \$10,719.00 | \$10,719.00 |
| exmk526 | 52" Exmark Mulch Kit List Price: \$532.99 | 1 | \$426.00 | \$426.00 |
| AD-Delivery | Weingartz Delivery (Up to 30 Miles) List Price: \$30.00 | 1 | \$0.00 | \$0.00 |

Total \$11,145.00
 Invoice Total \$11,145.00

Approved By

Customer _____ Date _____ Weingartz Representative _____ Date _____



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 11, 2024

SUBJECT: **CONSIDER APPROVAL OF RESOLUTION 2024-17 AUTHORIZING APPLICATION AND IMPLEMENTATION OF THE MICHIGAN SHARED STREETS AND SPACES GRANT**

BACKGROUND

MDOT Fiscal Year 2024 budget includes a one-time appropriation of \$3.5 million intended to support quick-build projects with the purpose of making communities more walkable, bikeable, and transit- and micromobility-friendly. The appropriation funds the Shared Streets and Spaces Grant (SSSG) program, which can award grants up to \$200,000. This program is being administered by MDOT with no local match requirement.

ADMINISTRATIVE SUMMARY

- Staff reviewed the grant requirements and determined that the sidewalks along 7th Street from Main Street to Livingston Street would be the best project to submit for funding as it meets several of the criteria and goals of this grant.
- This project would repair, add ADA ramps, and widen the existing sidewalk along the west side of the street. Additionally, this grant request provides for adding a sidewalk to the east side of 7th street, where none currently exists, with the same upgrades that are proposed on the west side.
- This grant application requires the attached resolution to be approved by City Council.

BUDGET INFORMATION

- If awarded, this grant has no match requirement. We are requesting the maximum amount of \$200,000, which, based on estimates from Tetra Tech, should be sufficient to complete this project.

RECOMMENDATION

Approval of Resolution 2024-17 authoring application and implementation of the Michigan Shared Streets and Spaces Grant

Prepared by: Gretchen Gomolka, City Manager

Attachments: Resolution 2024-17

City of Brighton
STATE OF MICHIGAN

RESOLUTION NO. 2024-17

RESOLUTION AUTHORIZING APPLICATION AND IMPLEMENTATION OF
MICHIGAN SHARED STREETS AND SPACED GRANT

WHEREAS, the City of Brighton is an incorporated municipality of the State of Michigan and therefore an eligible applicant to apply for the one-time appropriation of Shared Streets and Spaces Grant (SSSG) funding through the Michigan Department of Transportation, and

WHEREAS, the City of Brighton strives for a more walkable, bikeable, and transit-friendly community, and is submitting an application for funding for 7th Street Sidewalk Improvement Project, and

WHEREAS, the City of Brighton finds that this project uses *innovation* and forward-thinking project planning, design, and construction, considers *safety and accessibility* in the selection of the project, and meets program goals, and

WHEREAS, the City of Brighton has worked across municipal departments to gain broader agency support and *coordination for ease of implementation* as desired by the program goals, and

WHEREAS, the City of Brighton has presented the project in a public forum and notified the community at large about this application and exciting opportunity, and

WHEREAS, the City of Brighton authorizes Gretchen Gomolka, City Manager as representative on behalf of the city to sign a contract upon receipt of a grant funding award.

NOW, THEREFORE BE IT RESOLVED:

That the City of Brighton hereby submits to the State of Michigan an application for the Shared Streets and Spaces Grant program for the project described herein, and commits to additional funding that may be required over and beyond the grant amount, and

That the City of Brighton hereby agrees to the implementation and continued maintenance of the resulting Shared Streets and Spaces Grant project.

PRESENT: COUNCIL MEMBERS:

NAYS: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION DECLARED ADOPTED.

Tara Brown
City Clerk

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the City Council of the City of Brighton held on June 11, 2024

Tara Brown, City Clerk



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 11, 2024

SUBJECT: AUTHORIZE EXECUTION OF THE AGREEMENT FOR ROAD SAFETY AUDIT WITH SEMCOG

BACKGROUND

The City of Brighton was awarded a Safe Streets for All grant from SEMCOG that will perform a safety audit on Grand River from the I-96 interchange to Main Street.

The study will be focused on gaps in the pedestrian network and providing safe access to the downtown and businesses in the surrounding areas. Grand River is 5-lane road with a 28,000+ annual average daily traffic (AADT) and no designated crosswalk between the Main Street and Cross Street intersections (0.6 miles). Additionally, there is no sidewalk along the 1,000-foot-long segment of Grand River Ave north of Challis Rd leading up to the pedestrian path that will be installed by MDOT at the I-96 interchange (2025 reconstruction).

ADMINISTRATIVE SUMMARY

- The results of this study will be useful in future grant applications and will inform the city regarding the safety and feasibility of a crosswalk on Grand River.
- This grant requires a 20% match which is capped at \$4,115.38 for this project.

BUDGET INFORMATION

- This project is not budgeted for, however there are sufficient savings in other budget line items in the major streets fund eliminating the need for a budget amendment.

RECOMMENDATION

Authorize the City Manager to execute the Agreement for Road Safety Audit with SEMCOG.

Prepared by: Gretchen Gomolka, City Manager

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

Acceptable Form and Ready to Execute

Other _____

Elizabeth Gaines, Finance Director

Within Budget

Budget Amendment Necessary and In Proper Form

Other - Savings in other line items – no amendment needed

Attachments: SEMCOG Agreement for Road Safety Audit

Agreement for Road Safety Audit

This Agreement (“Agreement”) dated _____, 2024 (the “Effective Date”) is made between the Southeast Michigan Council of Governments (“SEMCOG”) located at 1001 Woodward Avenue, Suite 1400, Detroit Michigan 48226, and the City of Brighton (the “Grant Recipient”), for the purpose of setting forth the exclusive terms and conditions by which SEMCOG desires to provide consulting services to perform a Road Safety Audit as presented in Attachment I.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. SEMCOG retains Cincar Consulting Group (the Consultant”), and Consultant agrees to perform/supply for the Grant Recipient all items outlined in Attachment I to this Agreement. Any Service outside of the scope as defined in Attachment I to this Agreement will require an Addendum to the agreement, signed by all parties.

Consideration / Compensation.

RSAs will be completed by qualified and independent consultants. SEMCOG will procure the Consultant for services to complete the RSA identified in Attachment I of this Agreement.

The City of Brighton (“Grant Recipient”) must submit the 20% local non-federal match of \$4,115.38 from the total project cost of \$20,576.92 (which includes a fixed fee of \$1,991.25), as stated in Attachment I, to SEMCOG, prior to executing the project (by mail or contact [SEMCOG](#) for EFT instructions). SEMCOG will provide payment to the Consultant as stated in Attachment I, upon satisfactory completion of audit and submission of invoice and report.

For the services performed and expenses incurred by the Consultant under this Agreement, it is agreed that the total cost shall not exceed the amount specified in Attachment I of this Agreement, without the written approval of SEMCOG.

Final Report. The Consultant will submit a final RSA Report to SEMCOG and Grant Recipient within 30 days of the completion of the audit. The Grant Recipient will submit a response to recommendation in the RSA Final Report to SEMCOG not later than ninety (90) days following receipt of the report from the consultant.

Additional requirements for Grant Recipient.

Grant Recipient will:

- Coordinate with SEMCOG staff in planning and development of the project.
- Identify local representatives and stakeholders for the RSA.
- Schedule, provide meeting space for, and participate in RSA activities.
- Provide available relevant data and documents to the audit team.
- Review and provide comments on draft RSA findings report.

Grant Recipient Agrees that project outcomes and successes can be used for SS4A reporting to USDOT; future trainings (e.g., SEMCOG Universities) and regional case studies promoted by SEMCOG; any physical, digital or GIS information/data developed is shared with SEMCOG for regional planning and/or online mapping or other applications.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered by email. These notices must request the recipient confirm receipt. Notices may also be sent through USPS to the addresses listed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

ATTEST:

BY:

Title:

Executive Director

GRANT RECIPIENT

ATTEST:

BY:

Title:

Title:

Attachment I

Scope of Work: RSA for the City of Brighton – Grand River Ave from Main St to I-96 Interchange; 1.3 mile segment; focus on Main St to Cross St and Challis to I-96 Interchange.

Background: The City is focused on closing gaps in the pedestrian network and providing safe access to the downtown and businesses in the surrounding areas. Grand River is 5-lane road with a 28,000+ AADT and no designated crosswalk between the Main St and Cross St intersections (0.6 miles). There is no sidewalk along the 1,000-foot-long segment of Grand River Ave north of Challis Rd leading up to the pedestrian path that will be installed by MDOT at the I-96 interchange (2025 reconstruction).

RSA Process:

The following are the eight steps of an RSA, along with the responsible parties:

1. Identify project or existing road for RSA – Grant Recipient/Road Owner, SEMCOG
2. Select multi-disciplinary RSA team (consultant) – SEMCOG
3. Conduct start-up meeting with project owner/design team, SEMCOG, and other stakeholders to exchange information – RSA team
4. Perform field reviews under various conditions – RSA team
5. Conduct RSA analysis and prepare report of findings – RSA team
6. Present RSA findings to project owner/design team, SEMCOG, and other stakeholders – RSA team
7. Project owner/design team prepares formal responses – Grant Recipient/Road Owner
8. Implement findings as appropriate – Grant Recipient/Road Owner

Prepared for SEMCOG
City of Brighton - Grand River Ave from Main St to I-96 RSA
CINCAR CONSULTING GROUP COST ESTIMATE

| Prime: Cincar Consulting Group (C2G) | Rate | Hours | Total Labor | |
|---|----------------|--------------|--------------------|------------------|
| STAFF ROLE / TITLE | | | | |
| RSA Facilitator / PM | 74.98 | 26 | \$ | 1,949.48 |
| RSA Member / Senior Engineer | 63.08 | 26 | \$ | 1,640.08 |
| RSA Member / Engineer II | 47.61 | 24 | \$ | 1,142.64 |
| RSA Member / Engineer I | 32.19 | 88 | \$ | 2,832.72 |
| QA/QC | 108.17 | 1 | \$ | 108.17 |
| Admin | 28.82 | 2 | \$ | 57.64 |
| | | | \$ | - |
| Labor Total | | 167 | \$ | 7,730.73 |
| Overhead | 134.16% | | \$ | 10,371.55 |
| FCCM | 0.15% | | \$ | 11.60 |
| C2G Subtotal (Labor + OH + FCCM) | | | \$ | 18,113.87 |
| C2G Fee ((Labor + OH)* 11%) | 11% | | \$ | 1,991.25 |
| Direct Costs | Rate | Qty | Total | |
| Mileage | 0.67 | 340 | \$ | 227.80 |
| Lunch | 11.75 | 4 | \$ | 47.00 |
| Dinner | 28.00 | 4 | \$ | 112.00 |
| Hotel | 85.00 | 1 | \$ | 85.00 |
| Direct Costs Total | | | \$ | 471.80 |
| TOTAL | | | \$ | 20,576.92 |

| Tasks | RSA Facilitator / Project Manager | RSA Member / Senior Engineer | RSA Member / Engineer II | RSA Member / Engineer I | QA/QC | Admin | Total Hours |
|---------------------------------------|--------------------------------------|---------------------------------|-----------------------------|----------------------------|----------|----------|-------------|
| 1.1 Identify Team (Project set-up) | 4 | | | | | 2 | 6 |
| 1.2 Prepare Relevant Data & Documents | 2 | 2 | | 24 | | | 28 |
| 1.3 Project Kickoff Meeting | 2 | 2 | 2 | 2 | | | 8 |
| 1.4 Perform Field Review | 12 | 12 | 12 | 12 | | | 48 |
| 1.5 Conduct Findings Meeting | 2 | 2 | 2 | 2 | | | 8 |
| 1.6 Draft RSA Report | 2 | 2 | 4 | 32 | | | 40 |
| 1.7 Cost and HSM Analysis | | 4 | 4 | 8 | | | 16 |
| 1.8 Final RSA Report | 2 | 2 | | 8 | 1 | | 13 |
| Subtotal Hours | 26 | 26 | 24 | 88 | 1 | 2 | 167 |



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 11, 2024

SUBJECT: CONSIDER APPROVING A PURCHASE ORDER TO PAVETECH, INC. IN THE AMOUNT OF \$69,000 FOR RECLAMITE TREATMENT

BACKGROUND

The City of Brighton began a pavement treatment process called Reclamite in 2019. Reclamite asphalt rejuvenator treatment is applied to newer asphalt to achieve longer lasting flexibility and surface life. Reclamite treatments will have lasting effects on extending the life of newer streets. Investments made earlier in the life of a street are proven to be more cost effective than larger repairs to older streets. Pavetech, Inc. is the sole source provider for Reclamite treatment.

In 2019, we applied this treatment to Challis Road, Brighton Interior Drive, North Second, and Center Street.

In 2021, it was applied to the streets that were repaved as part of the AFT Project, which included S. Third, Fairway Trails and Alpine Drive.

ADMINISTRATIVE SUMMARY

This year, staff is proposing to apply Reclamite treatment to Rickett Road and all streets in the Northwest Neighborhood. Because these streets were repaved within the last three years, treating them now will help them last longer and delay the need for repairs.

Staff met with a representative from Pavetech, Inc. to discuss the streets we want to treat. After the meeting, we received an estimated cost of approximately \$60,000. Unit pricing per the quote will dictate the final cost, which may vary slightly based on the actual square yardage measured when the work is completed. To account for potential variations, we propose adding our standard 15 percent contingency, increasing the total purchase order amount to \$69,000.

If approved by City Council, the work will occur in mid to late July. All residents and business owners abutting these roads will be notified when the work will occur and the details of the treatment process.

BUDGET INFORMATION

City Council approved \$100,000 in the major streets fund and \$80,000 in the local streets fund in the 2024/2025 budget. \$10,368 of the general fund budget was spent on a previously approved project leaving \$89,632 in the major streets fund.

RECOMMENDATION

Approve a purchase order to Pavetech, Inc. in the amount of \$69,000 for Reclamite treatment

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

Reviewed 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



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 11, 2024

SUBJECT: CONSIDER AWARDING THE CONTRACT FOR THE WASTEWATER TREATMENT BUILDING ROOF REPLACEMENTS PROJECT TO TRI-STAR ROOFING AND SHEET METAL IN AN AMOUNT NOT TO EXCEED \$199,688.30

BACKGROUND

There are four buildings associated with the Wastewater Treatment Plant (WWTP), including the Third Street Lift Station, with roofing systems that are beyond their useful life and due for replacement. All of these buildings were constructed utilizing a flat roofing system with a rubber membrane and stone ballast. The roof on the main WWTP building, the pump house building, and the Third Street Lift Station are all 36 years old. The Equalization Building (EQ) was built during the plant expansion and is now 22 years old.

The WWTP Evaluation that was conducted by Tetra Tech in 2022 noted that these roofing systems are all in poor condition and were recommended to be replaced.

ADMINISTRATIVE SUMMARY

The roofing systems on the WWTP buildings consist of a pre-cast concrete roof deck, an insulation layer, a rubber membrane, and stone ballast. The existing roof that was installed in 1988 had a 10-year warranty but has performed well for over 30 years. We are proposing a new roofing system, Carlisle Total Roofing System, which has a thicker rubber membrane and comes with a 30-year warranty. With this new roofing system, individual concrete paver walkways will be installed around equipment on the roof to allow staff to perform maintenance on the equipment without walking on the stone ballast.

After speaking with the local roofing company that originally installed the roof on the WWTP, we decided to hire a roofing specialist to evaluate each roof to determine how much of the roof insulation needs to be replaced. The evaluation determined that the insulation on the pump house, the Third Street Lift Station, and the EQ Building all contain too much moisture and need to be completely removed and replaced. There are areas on the main portion of the WWTP building where the insulation is wet and needs to be replaced, but much of the insulation is dry and can remain. The roof evaluation results were included with the bid specifications so interested contractors could use this information to help prepare their bid.

During the WWTP Evaluation conducted by Tetra Tech, we looked at the possibility of installing a Polyvinyl chloride (PVC) roofing system that does not require stone ballast. The cost of this type of system is much higher than the one proposed. The budgeted amount for this project would allow us to install a PVC roofing system on the main portion of the WWTP building, but it would not be enough for the three remaining buildings. Since we know that there is wet insulation on all of the buildings, we believe the rubber membrane roof with stone ballast is the best option for staying within our budget and replacing these roofing systems.

With any roofing project, once the old roof is removed, we may discover additional work that needs to take place. Pricing for additional items that may need to be repaired or replaced was included in the bid document.

An Invitation to Bid (ITB) was published on the Michigan Intergovernmental Trade Network (MITN) website on Wednesday, May 8, 2024, using the bidding documents previously approved by the City Attorney.

A pre-bid meeting took place on Wednesday, May 15, 2024, which allowed interested contractors to ask questions about the project, examine each roof, and take measurements to ensure that their bids would be as accurate as possible.

Sealed bids were opened on Wednesday, May 22, 2024, and five (5) bids were received. Included was pricing for each individual building and a lump sum price discounted price to do all of the buildings as part of the project. See bid results below.

| WASTEWATER TREATMENT BUILDING ROOF REPLACEMENTS | | | | | |
|--|--------------|-------------------|------------------------------|----------------------------------|-----------------------|
| ITB #WW-24-01 | | | | | |
| Vendor | WWTP | Pump House | Equalization Building | Third Street Lift Station | LUMP SUM TOTAL |
| Tri-Star Roofing | \$136,267.00 | \$16,501.00 | \$28,797.00 | \$11,366.00 | \$173,642.00 |
| Royal West | \$148,750.00 | \$27,200.00 | \$37,500.00 | \$23,500.00 | \$234,000.00 |
| Bloom Roofing | \$192,902.94 | \$15,875.97 | \$31,849.44 | \$26,709.98 | \$251,982.58 |
| Division 7 | \$189,760.00 | \$41,079.00 | \$61,287.00 | \$42,193.00 | \$290,612.00 |
| Quality Roofing | \$287,866.00 | \$51,568.00 | \$63,332.00 | \$37,840.00 | \$438,626.00 |

Tri-Star Roofing and Sheet Metal was the low bidder for the individual buildings, except for the Pump House, and were the low bidder for the Lump Sum Bid. They also had the lowest price for all sizes of the wood replacements, if needed.

References provided by Tri-Star Roofing and Sheet Metal were checked and all responses were favorable.

BUDGET INFORMATION

There is currently \$400,000 available in the fiscal year 2023/2024 Utilities CIP Budget to be used for roofing replacement at the WWTP, which is sufficient to cover the cost of this work as well as our customary 15 percent contingency, which will bring the total requested amount to \$199,688.30

RECOMMENDATION

Award the contract for the Wastewater Treatment Building Roof Replacements Project to Tri-Star Roofing and Sheet Metal in an amount not to exceed the amount of \$199,688.30

Prepared by: Corey Brooks, Deputy DPS Director

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

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

Reviewed &

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 11, 2024

SUBJECT: **CONSIDER APPROVAL OF EXTENDING THE CLOSURE FOR THE TASTE OF BRIGHTON CIVIC EVENT TO THE RAILROAD TRACKS**

BACKGROUND

In April 2024, City Council approved the Taste of Brighton Civic Event to be held on Friday and Saturday, July 12 and 13, 2024.

ADMINISTRATIVE SUMMARY

The event organizers contacted the Civic Event Committee requesting consideration of extending the Main Street closure from N. First Street to just east of the railroad tracks. They are requesting the change to allow Brewery Becker to be within the footprint of the event area as well as to provide more room for a stage and participants.

The Committee met with the organizers and determined that it would be possible to extend the closure, with certain steps taken to ensure the safety of everyone who will be in the area.

- The DPW will provide barricades to direct pedestrians to use the sidewalks on either side of Main Street to cross over the railroad tracks. This will help to eliminate people standing on or crossing on the tracks.
- Main Street will be closed just east of S. Second Street so that vehicles do not continue driving and reach the closure at the tracks. Access to and from the CSX Parking Lot will be available.
- The large blue, water-filled barricades will be located on either side of the railroad tracks.

On Saturday morning, the Farmers Market event will be in the Municipal Parking Lot, so the closure will need to be changed to prohibit vehicles to travel south on N. First Street from Cedar Street. This will limit parking on N. First from 8 am to 2 pm, when the Farmers Market finishes. At that time, the closure will be changed to allow parking along N. First and in the Municipal Parking Lot.

Please see below for an updated map showing the new closure area.

BUDGET INFORMATION

Changing the road closure does not affect the budget. The event holder will pay 50 percent of all costs associated with the City's assistance of the event.

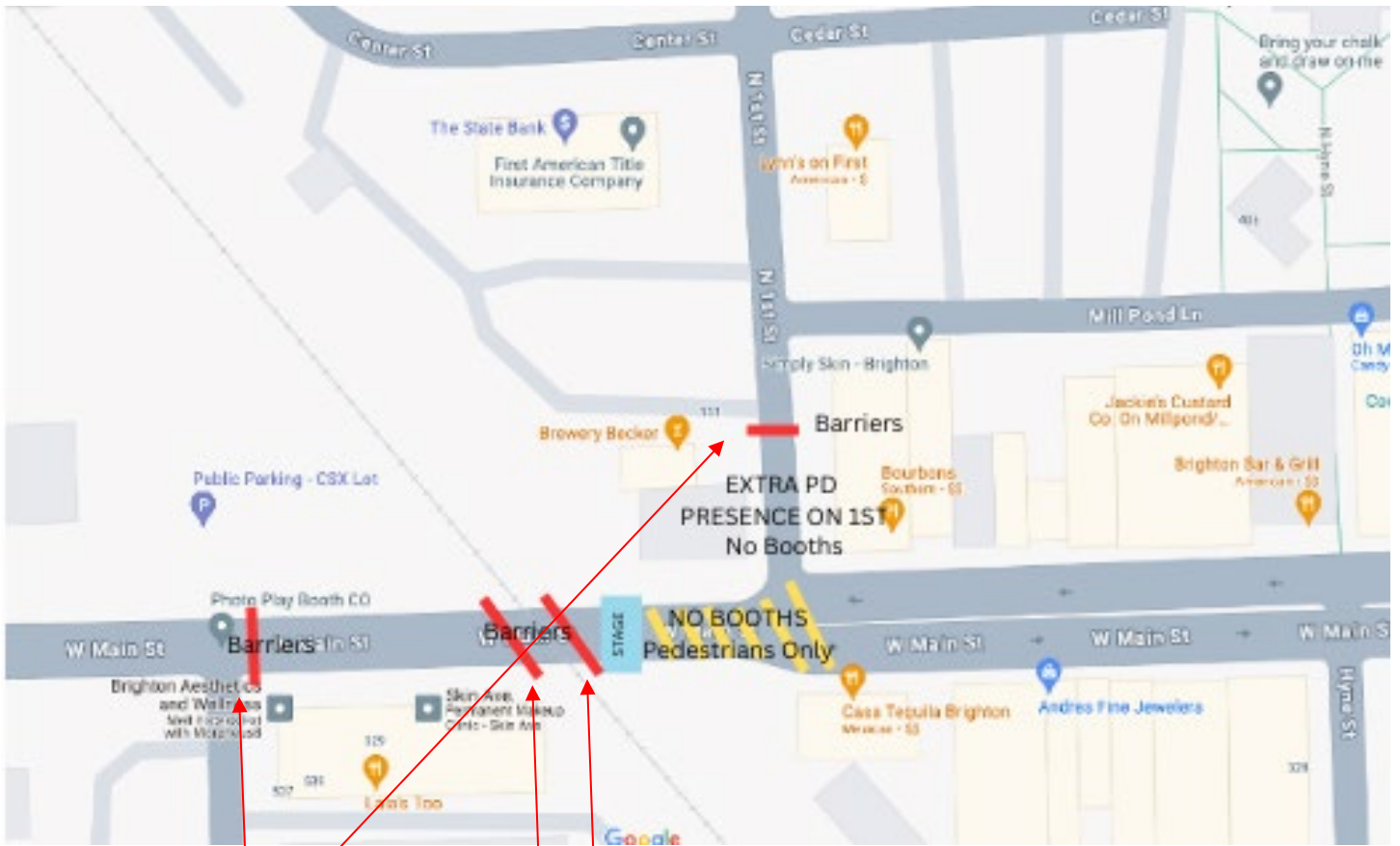
RECOMMENDATION

The Civic Event Committee requests that City Council review the information provided and determine approval of the requested road closure extension.

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

Reviewed by: Marcel Goch, DPS Director
 Craig Flood, Deputy Police Chief

Reviewed &
Approved by: Gretchen Gomolka, City Manager



Road Closure

Blue Barricades



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 11, 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 on 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

Other _____

Attachments: Zencity Agreement



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 | |
|-----------------------------|--|
| Entity (legal) name: | Zencity Technologies US Inc. |
| Full address: | 1313 N Market St, Suite 5100 Wilmington, DE 19801 |
| Contact: | Marta Slobodyanyuk |
| Phone: | |
| Email: | marta@zencity.io |

| CUSTOMER | |
|-----------------------------|---|
| Entity (legal) name: | City of Brighton |
| Full address: | 48116, 200 N 1st Street, Brighton, MI, USA |
| Contact: | Gretchen Gomolka |
| Phone: | +1 810-227-1911 |
| Email: | gomolkag@brightoncity.org |

| SKU | Item Name | Description | Yearly List Price | Term | Discount | Yearly Discounted Price |
|--------|-----------------------------------|--|-------------------|-----------|----------|-------------------------|
| ZC-ECI | Zencity 360 Essentials - Standard | <p>Community Engagement SaaS Platform for cities with up to 20,000 residents. Processing organic feedback on various channels, including:</p> <ul style="list-style-type: none"> • 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 projects [10] • Publishing and scheduling to social media accounts (Nextdoor, Facebook, X/Twitter, LinkedIn) and collecting engagement analytics on official (agency operated) social media channels <p>Community engagement collaboration and input interface:</p> <ul style="list-style-type: none"> • 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 translations | \$16,000 | 12 months | 56.5% | \$7,000 |

| | |
|----------------------------|---------|
| 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 Gmolka Gretchen Gmolka +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, unless the disclosure is in accordance with the applicable Freedom of Information Act, in which case no prior notice is needed.

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 but only for Zencity's internal use to improve and optimize the Licensed Program. External use is prohibited and all internal use will be in accordance with Zencity's Privacy Policy.

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 if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions and the competent courts of Livingston County shall have exclusive jurisdiction to hear any disputes arising hereunder.

Zencity

Signature



Name

Title

Date

City of Brighton

Signature



Name

Title

Date