



# Brighton City Council Meeting

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

June 24, 2025 – 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 June 10, 2025](#)
- b. [Approval of Resolution # 2025-18, Local Government Unit Approval for Social District Permit for Brauerei Becker LLC, D/B/A Brewery Becker, located at 500 W. Main Street](#)
- c. [Approval of the purchase of an ExMark Lazer S-Series Turf Mower from Weingartz in an amount not to exceed \\$12,847](#)
- d. [Approval of the Tetra Tech Engineering services retainer agreement for engineering services from July 1, 2025, through June 30, 2026, in the amount of \\$12,492](#)

### Correspondence

6. Councilmember updates and discussion of the proposed North Street development
7. Staff updates
8. Call to the public

### New Business

9. [Consider approval of the replacement of five water service lines on Glenwyth Road by Comprehensive Contracting in an amount not to exceed \\$33,000.](#)
10. [Consider approving the purchase of a Caterpillar 420 Backhoe Loader from Michigan Caterpillar, including a vibratory compactor attachment at a cost of \\$133,775.](#)
11. Consider setting a special meeting to consider the purchase or lease of real property

### Other Business

12. Call to the public
13. Adjournment



# Brighton City Council Meeting

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

## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON JUNE 10, 2025

### 1. Call to order

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

### 2. Pledge of Allegiance

Mayor Tobbe led those in attendance in the Pledge of Allegiance

### 3. Roll call

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

Others Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, Community Development Manager Mike Caruso, DPS Director Marcel Goch, Deputy DPS Director Corey Brooks, and Chief Brent Pirochta.

### 4. Consider approval of the agenda

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

### 5. Consider approval of consent agenda items

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

#### Consent Agenda Items

##### a. Approval of minutes: regular meeting of May 27, 2025

#### 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 the public was closed.

### 7. Staff updates

Chief Pirochta noted that he will be attending the Schools Educators Police Liaison Association during the week of June 16, 2025.

Community Development Manager Caruso stated that Pulte has acquired the Lindbom Property and will move forward with site work including clearing the land. Notices will be posted on A-frame signs within the neighborhood. Also Coast on Main has closed, and a Tea & Spice store will be occupying the space.

DPS Director Goch stated that contractors will be completing the permanent patch of asphalt on 6<sup>th</sup> Street and Main Street where the former island was located.

City Manager Gomolka noted that city staff will be onsite during the Farmer's Market this coming Saturday. The Pound! will host a Happy Dad promotional event on Father's Day. Stay up to date on all events by liking and following the city's Facebook pages as well as downloading the My Brighton MI app. Also the Brighton Arts and Culture Commission grand opening of the St. Johns Pocket Park has been delayed due to inclement weather. Stay tuned for a new date.

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

Councilmember Pettengill noted the pocket park grand opening will coincide with the Sculpture Garden opening on August 15, 2025. Artists of the new sculptures will be present during the opening. The Children's Summer Series kicks off with musical duo Gemini on June 18, 2025, at 10:00 a.m. Many thanks to the Brighton Optimist Club for hosting the ever-popular Fishing Derby on June 7, 2025.

Mayor Pro Tem Bohn stated the Planning Commission will meet on June 16, 2025.

### **Discussion**

#### **9. Discuss findings of Kissane Park survey**

City Council and staff discussed the details of the Kissane Park survey as well as plans and intentions to seek grant dollars for the park's revitalization. It was the consensus of City Council to instruct staff to investigate options for a walking path, an improved field grass/irrigation, picnic tables or small pavilion, and an improved play area for small children.

### **New Business**

#### **10. Conduct a first reading for proposed ordinance 608 and consider setting a public hearing date for July 8, 2025**

**Motion** by Councilmember Gardner, seconded by Councilmember Gipson to set a public hearing on July 8, 2025, for proposed ordinance 608. **The motion carried, 7-0.**

#### **11. Conduct a first reading for proposed ordinance 609 amendments to Chapter 22: Solicitors and Canvassers and consider setting a public hearing for July 8, 2025**

**Motion** by Councilmember Gardner, seconded by Councilmember Albert to set a public hearing on July 8, 2025, for proposed ordinance 609. **The motion carried, 7-0.**

#### **12. Consider approval of the purchase of wet well wizards from Link Utility Technologies Inc. in the amount of \$27,000**

**Motion** by Councilmember Pettengill, seconded by Councilmember Schmenk to approve the purchase of Wet Well Wizards from Link Utility Technologies Inc. in the amount of \$27,000. **The motion carried, 7-0.**

#### **13. Consider awarding 2025 pavement marking to PK Contracting in an amount not to exceed \$50,000**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Albert to award the 2025 pavement marking to PK Contracting in an amount not to exceed \$50,000. **The motion carried, 7-0.**

### **Other Business**

#### **14. Call to the public**

Mayor Tobbe opened the call to the public at 7:56 p.m. Hearing and seeing no comment, the call to the public was closed.

#### **15. Adjournment**

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



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL JUNE 24, 2025

**SUBJECT: CONSIDER APPROVAL OF RESOLUTION FOR SOCIAL DISTRICT LICENSE APPLICATION**

### **ADMINISTRATIVE SUMMARY**

The attached resolution is for approval of a Social District License for Brauerei Becker LLC, D/B/A Brewery Becker, located at 500 W. Main St.

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

### **RECOMMENDATION**

Staff recommendation is for City Council adoption of Resolution 2025-18 by roll call vote.

Prepared by: Kelly Haataja, Assistant to the Community Development Manager

Approved by: Gretchen Gomolka, City Manager

Attachments: 1. Resolution 2025-18  
2. Application  
3. Education Compliance



**Resolution #2025-18**

**Local Governmental Unit Approval For Social District Permit**

Instructions for Governing Body of Local Governmental Unit:

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

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

called to order by Mayor Tobbe on June 24, 2025 at 6:30 p.m.  
(date) (time)

the following resolution was offered:

Moved by Councilmember and supported by Councilmember

that the application from Brauerie Becker, LLC, dba Brewery Becker  
(name of licensee - if a corporation or limited liability company, please state the company name)

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

Michigan Liquor Control Commission.

If not recommended, state the reason: \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Brighton  
council/board at a Regular meeting held on June 24, 2025  
(regular or special) (date)  
(name of city, township, or village)

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

Tara Brown

Print Name of Clerk

June 24, 2025

Signature of Clerk

Date

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





# STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

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

Department of Licensing  
and Regulatory Affairs

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

**THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO MAY 23, 2025**

**BUSINESS ID: 232792**  
**BRAUEREI BECKER LLC**  
**D/B/A**

FILE NUMBER: L232792

500 W MAIN ST,  
BRIGHTON, MI 48116-1471

LIVINGSTON COUNTY  
L-273  
BRIGHTON CITY

LICENSE #      LICENSE:  
L-000236627      Micro Brewer

ACT:

L-000418236      On-Premises Tasting Room Permit

TOTAL BARS:  
DIRECT-CONNECTIONS: 0

OUTDOOR SERVICE AREA: 1  
PASSENGERS:

ROOMS:

PERMIT  
Outdoor Service Area(1)

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

LIQUOR CONTROL COMMISSION

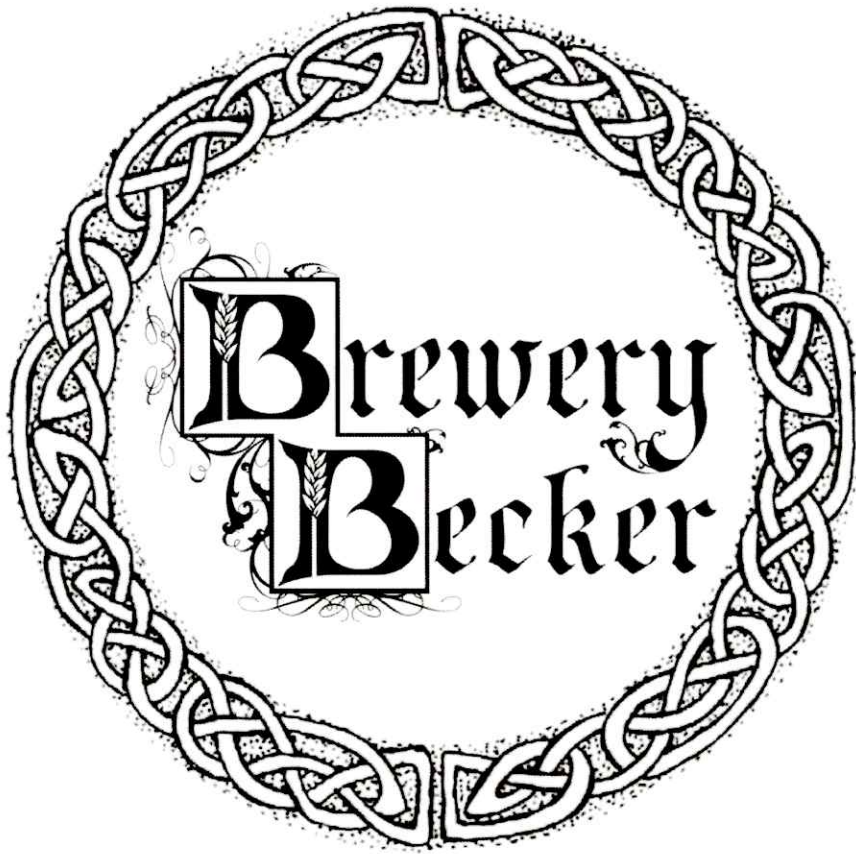
*Kristin Beltzer*  
*Devin Ober*  
*[Signature]*

LICENSEE(S) SIGNATURE(S)

*[Signature]*

**2025**  
**2026**

**LICENSE EFFECTIVE MAY 1, 2025 - EXPIRES APRIL 30, 2026**





Brighton City Police

Brent Pirochta

Chief of Police



# MEMO

**TO:** Community Development

**From:** Deputy Chief Flood

**Date:** 06-09-2025

**Re:** Brewery Becker

---

On June 9, 2025, I presented Social District Education to Brewery Becker, held at the City of Brighton Police Department.

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

Brewery Becker has met the Social District education requirement as prescribed by City of Brighton Resolution 2021-15, Designating a Social District and Defining a Commons Area.

In attendance was:

Ethan McCallion

Luke Hinshaw



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 24, 2025

**SUBJECT: CONSIDER APPROVAL OF THE PURCHASE OF AN EXMARK LAZER S-SERIES TURF MOWER FROM WEINGARTZ IN AN AMOUNT NOT TO EXCEED \$12,847**

### **BACKGROUND**

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

The city has a five-year replacement program for the turf mowers. 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.

We received a price of \$12,847 from Weingartz for an Exmark Lazer S-Series Turf Mower with a mulch kit. This is the same mower that we purchased in 2023 and 2024. The cost has increased by \$1,700 this year. Our staff is familiar with the EX-Mark brand and found them to be a durable mower that holds up to commercial use. We currently use all EX-Mark 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 2025/2026 CIP budget for the purchase of this mower. This is sufficient to purchase the mower. As is our practice, we will be auctioning off our oldest mower. For the last two years we were able to sell our old mowers for \$3,400 each. We expect to receive a similar amount this year at acution. This will bring the net cost of the new mower to less than \$10,000. Once sold, funds from the sale will be returned to the General Fund Budget.

### **RECOMMENDATION**

Approve the purchase of an Exmark Lazer S-Series Turf Mower from Weingartz in an amount not to exceed \$12,847.

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



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

JUNE 24, 2025

**SUBJECT: CONSIDER APPROVAL OF THE TETRA TECH ENGINEERING SERVICES RETAINER AGREEMENT FOR ENGINEERING SERVICES FROM JULY 1, 2025, THROUGH JUNE 30, 2026, IN THE AMOUNT OF \$12,492**

### **ADMINISTRATIVE SUMMARY**

The City has utilized Tetra Tech Engineering Services to provide consulting services on small projects that do not require an engineering contract. This arrangement operates under an annual retainer, renewed at the start of each fiscal year in July. As the city's engineer of record, Tetra Tech handles site plan reviews, cost estimates, and provides various consulting services to support city staff in their daily responsibilities.

The current retainer contract operates under 96 hours purchased annually, that is billed throughout the year as used. As we look forward to next year and what we anticipate the engineering needs to be, staff requested Tetra Tech to provide a retainer proposal for 72 hours instead of the 96 hours used in the past. Staff will continue to monitor our usage for the new fiscal year and if adjustments need to be made, we will address them next year. If additional engineering hours are needed, Tetra Tech will provide services at their current rates.

Tetra Tech provided the new retainer proposal for 72 hours with a slight increase in the hourly rate. Last year the hourly rate was \$170.50, this year they are proposing an increase of \$3.00 per hour or 1.8 percent, which Staff felt was reasonable. This will make the retainer fee for the upcoming budget year \$12,492 as opposed to the current retainer cost of \$16,368.

The Terms and Conditions of the Agreement were previously reviewed and approved by the city attorney. There are no changes to terms or conditions in the newly proposed retainer. If approved by City Council, staff will return a signed copy to Tetra Tech to begin the new Retainer Agreement.

### **BUDGET INFORMATION**

Funds for engineering retainer services in the amount of \$16,500 have been approved in the 2025-2026 fiscal year budget.

### **RECOMMENDATION**

Approve the Tetra Tech Engineering Services Retainer Agreement for engineering services from July 1, 2025, through June 30, 2026, in the amount of \$12,492.

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

Attachment: Tetra Tech letter dated June 24, 2025



June 24, 2025

Ms. Gretchen Golmolka, City Manager  
City of Brighton  
200 North First Street  
Brighton, MI 48116

**Re: Retainer Services July 2025 to June 2026 Period**

Dear Ms. Golmolka:

For a number of years, Tetra Tech has provided general engineering services to the City through our retainer agreement. This arrangement has provided the City with a discounted rate for a set number of service hours per month to assist City staff in daily tasks where engineering input is requested. Our current retainer contract with the City expires on June 30, 2025. It is our understanding the City would like to extend the term of this agreement to the end of June 2026. For the upcoming City of Brighton fiscal year, we propose hourly rates based on an established hourly rate for a fixed total number of hours within the city's fiscal year budget. Expended hours beyond the total number of established budgetary hours would be billed at Tetra Tech's staff hourly billable rate schedule (attached). Tetra Tech will perform services and manage targeted monthly budgets based on the information described below.

**BUDGET AMOUNT FOR RETAINER SERVICES**

For the referenced period of service, we propose an annual retainer service fee of \$12,492.00, targeting an average of \$1,041.00 per month.

**BILLING PROCESS and COORDINATION**

Invoices will be generated based on an hourly billable rate of \$173.50 per hour for a total of 72 hours for Tetra Tech staff. Reporting of hours will be included in the monthly invoicing and project communications will detail services performed through each monthly billing cycle. If no hours are used within a given billing cycle, no invoice will be submitted. Services performed during each monthly billing cycle will be invoiced at the hourly rate (above) of our staff until the specified total number of hours (72 hours) have been expended. Subsequent hours that exceed 72 hours shall be billed on an hourly, time and materials basis using actual Tetra Tech staff billing rates.

Throughout the duration of services performed under this Agreement, Tetra Tech's Project Manager will coordinate with the City DPS Director to determine if a separate assignment is warranted to address additional work that would otherwise accelerate depletion of the retainer services budget. Sub-consulting services will not be performed under the Agreement derived from this proposal.

Ms. Gretchen Golmolka  
Retainer Services July 2025 to June 2026  
June 24, 2025

Scope of work performed through retainer services include, but are not limited to, attendance at City Council meetings, Traffic Safety Advisory Board meetings, specialty consulting services such as electrical, structural, mechanical, architectural, or SCADA communications systems for existing facilities that may require limited effort by our representative team member(s). In the Spring 2026, our Project Manager will review budgetary funds that may remain and provide an updated Status Communication Report for the Director's review. Services performed after the base budget of \$12,492.00 is expended would be based on Tetra Tech's hourly billable rate of each respective Tetra Tech staff member.

### **RETAINER SERVICES TIMELINE**

Engineering services for retainer services would commence on July 1, 2025, and expire on the 30th day of June 2026. This agreement shall continue to be enforced thereafter monthly until a written sixty (60) day notice of termination or an acceptable renewal is received by the Engineer. Our standard terms and conditions are attached and considered a part of this proposal.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office.

We appreciate the opportunity to provide continuing professional services to the City of Brighton.

Sincerely,



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

cc: Marcel Goch, DPS Director

Attachment: Tetra Tech 2025 Hourly Rates Schedule  
Tetra Tech Standard Terms and Conditions

### **PROPOSAL ACCEPTED BY CITY OF BRIGHTON**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Last Name	First Name	2025 Bill Rate	Job Title	Billing Title
Albert	Darryl	160.00	GIS.GIS Analyst VII.	Sr GIS Application Developer
Barber	John	200.00	Eng.Civil Engineer VI.	Sr Engineer 1
Berendt	Daniel	140.00	OT.Controls Specialist II.	Sys Analyst / Programmer 1
Bickley	Ana	180.00	Eng.Transportation Engineer IV.	Project Engineer 1
Bode	Brent	260.00	Eng.Management III.	Project Manager 2
Boehmke	Brett	185.00	Eng.Structural Engineer III.	Project Engineer 1
Buchholz	Scott	280.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
Burkett	Jason	260.00	Eng.Management IV.	Sr Engineer 1
Butterfield	Arvin	110.00	Survey.Survey Party Chief.	Survey Crew Chief
Byrne	Shelby	155.00	Eng.Civil Engineer IV.	Project Engineer 1
Charville	David	290.00	Eng.Management V.	Sr Engineer 2
Christian	Patricia	115.00	Admin.Project Assistant IV.	Project Administrator
Christian	Daniel	285.00	Eng.Management V.	Sr Engineer 2
Christian	David	290.00	Eng.Proj Mgr Sr Civil S.	Sr Project Manager
Coats	Andrew	240.00	Eng.Management III.	Project Engineer 2
Coleman	Christopher	290.00	Eng.Management VI.	Sr Engineer 2
Collingham	Erin	70.00	Admin.Administrative Assistant II.	Project Assistant 2
Cooperwasser	Victor	250.00	Eng.Proj Mgr Sr Civil PM.	Sr Project Manager
Covington	James	120.00	Eng.Transportation Engineer III.	Engineer 2
Daavettila	Robert	290.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
Daukss	Peter	160.00	Eng.Management V.	Sr Engineer 2
Dunleavy	John	115.00	Construction.Construction Tech III.	Construction Project Rep 1
Escutia-Guzman	David	145.00	Construction.Construction Tech IV.	Construction Project Rep 2
Ewer	Ashley	145.00	Eng.Transportation Engineer III.	Engineer 3
Fisher	Eric	145.00	Survey.Survey Party Chief.	Survey Crew Chief
Flak	Alan	250.00	Eng.Transportation Engineer V.	Project Engineer 2
Friend	Benjamin	115.00	Survey.Surveyor III.	Survey Tech III
Grupido	Dan	240.00	Construction.Construction Manager.	Construction Manager 1
Heise	Andrew	150.00	Construction.Construction Manager.	Construction Manager 1
Hill	Brandon	130.00	Survey.Survey Technician III.	Survey Tech 2
Hill	Nicholas	170.00	Eng.Mechanical Engineer IV.	Project Engineer 1
Hoeffner	Ella	125.00	Eng.Environmental Engineer I.	Engineer 2
Hollenbeck	Todd	155.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
Hopkins	Erik	110.00	Eng.Environmental Engineer I.	Engineer 1
Horney	David	110.00	Sci.Environmental Scientist V.	Sr Scientist 2
Johnston	Jeffrey	160.00	Eng.Mechanical Engineer III.	Engineer 3
Jones	Gene	265.00	Eng.Electrical Engineer VI.	Sr Engineer 1
Jones	Michael	275.00	Eng.Proj Mgr Sr Electrical PM.	Sr Project Manager
Kammerer	Adam	150.00	Construction.Construction Tech V.	Sr Constr Project Rep 1
Kangas	Robert	190.00	Prof.Engineering Prof V.	Sr Eng Designer 2

Last Name	First Name	2025 Bill Rate	Job Title	Billing Title
Knight	Shawn	155.00	Construction.Construction Tech Spvsr I.	Sr Construction Project Rep 1
Lehto	Kyle	125.00	Eng.Civil Engineer II.	Engineer 2
Lingo	Andrew	160.00	Eng.Transportation Engineer IV.	Project Engineer 1
Lozen	Stephen	220.00	IT.Programmer Analyst IV.	Sr Sys Analyst / Programmer 1
Magnan	Steven	210.00	Eng.Proj Mgr I Civil PM.	Project Manager 1
Maxwell	Erin	210.00	IT.Programmer Analyst IV.	Sr Sys Analyst / Programmer 1
Mazurek	Kenneth	240.00	Eng.Proj Mgr II Transport S.	Project Manager 2
McNulty	Ian	130.00	Eng.Civil Engineer III.	Engineer 2
Michailuk	Alexander	125.00	Construction.Construction Tech III.	Construction Project Rep 2
Nault	Jayson	290.00	Management.Oper Management VI.	Program Manager
Ney	Molly	105.00	Construction.Construction Tech III.	Construction Project Rep 1
Nolta	Michael	125.00	Admin.Admin Support III.	Project Administrator
Olsen	Michael	250.00	Eng.Proj Mgr I Civil S.	Project Manager 1
Oswald	J	140.00	Survey Designer	Survey Designer
Paison	William	270.00	Eng.Management IV.	Sr Engineer 1
Pietila	Kirk	290.00	Eng.Proj Mgr Sr Transport S.	Sr Project Manager
Ramaker	Kyle	235.00	Eng.Proj Mgr I Transportation PM.	Project Manager 1
Reinhard	Robert	285.00	Eng.Management IV.	Sr Engineer 1
Reschke	Steven	275.00	Eng.Proj Mgr Sr Transport PM.	Sr Project Manager
Roberts	Lauryn	125.00	Eng.Environmental Engineer I.	Engineer 2
Rubel	Brian	290.00	Management.Oper Management VI.	Program Manager
Shah	Tarang	120.00	Sr Project Administrator	Sr Project Administrator
Shank	Jason	120.00	Cadd.Cadd Designer V.	Sr CAD Designer 1
Sidorski	Beverly	160.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
Siemen	Kayla	120.00	Eng.Environmental Engineer III.	Engineer 2
Sissoko	Moussa	245.00	Eng.Structural Engineer VI.	Project Engineer 2
Smith	Adam	120.00	Cad Designer II	CAD Designer
Sopoliga	Joseph	180.00	Eng.Transportation Engineer V.	Project Engineer 2
Staley	Steven	120.00	Construction.Construction Tech IV.	Construction Project Rep 2
Strassburg	Russ	290.00	Eng.Electrical Engineer VI.	Sr Engineer 1
Styma	Joseph	100.00	Construction.Construction Tech I.	Technician 2
Streveler	Sydney	115.00	Eng.Civil Engineer I.	Engineer 1
Teitsma	Marc	220.00	Eng.Proj Mgr II Civil PM.	Project Manager 2
Thomasy	Bryan	180.00	Cadd.Management II.	Sr CAD Designer 2
Thumma	Nick	90.00	Construction.Construction Tech II.	Technician 2
Tripp	Austin	125.00	Survey.Survey Technician III.	Survey Tech 2
Troppman	Jenna	140.00	Eng.Environmental Engineer IV.	Project Engineer 1
Voss	Amanda	80.00	Admin.Administrative Assistant II.	Project Assistant 2
Voss	Justin	260.00	Eng.Management II.	Project Engineer 1
Warren	Daniel	170.00	Eng.Environmental Engineer V.	Project Engineer 2

Last Name	First Name	2025 Bill Rate	Job Title	Billing Title
Weiss	David	145.00	Construction.Construction Tech V.	Sr Constr Project Rep 1
Weston	Cynthia	115.00	Admin.Administrative Assistant IV.	Project Administrator
White	Kahmari	145.00	Construction.Construction Tech IV.	Sr Constr Project Rep 1
Yoerg	Frederick	210.00	Survey.Survey Manager.	Sr Land Surveyor
Biagi	James	250.00	Arch.Proj Mgr II Architect S.	Architectural Program Manager
Bushaw	Richard	150.00	Cadd.Cadd Designer VI.	Sr CAD Designer 1
D'Agnolo	Alysha	180.00	Eng.Proj Mgr I Mechanical PM.	Project Manager 1
Dykman	Avery	110.00	Eng.Environmental Engineer I.	Engineer 1
Galante	David	190.00	Arch.Architect V.	Architect 2
Graf	Mitchell	250.00	Eng.Proj Mgr II Mechanical PM.	Project Manager 2
Hoover	Joseph	190.00	Eng.Electrical Engineer IV.	Project Engineer 1
Hourigan	Tricia	140.00	Cadd.Cadd Designer V.	Sr CAD Designer 1
Hunsucker	Jason	180.00	Arch.Architect III.	Architectural Designer 3
Jozwik	Kari	190.00	Eng.Civil Engineer V.	Project Engineer 2
Moser	Joan	100.00	Admin.Project Assistant IV.	Project Administrator
Kelly	Judith	120.00	Sr Project Administrator	Sr Project Administrator
Turbett	Andy	230.00	Arch.Proj Mgr II Architect PM.	Project Manager 2

## Tetra Tech, Inc.

# Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 24, 2025

**SUBJECT**            **CONSIDER APPROVAL OF THE REPLACEMENT OF FIVE WATER SERVICE LINES ON GLENWYTH ROAD BY COMPREHENSIVE CONTRACTING IN AN AMOUNT NOT TO EXCEED \$33,000.**

### **BACKGROUND**

- Five houses on Glenwyth Road are serviced by a 2-inch PVC watermain, with individual ¾-inch service connections to each property. This 2-inch main is connected to a 12-inch ductile iron watermain beneath the roadway but was routed through the adjacent greenbelt to run parallel. When these homes were first constructed the city had recently completed paving over the 12-inch main. To avoid open-cutting the new road, it was decided to install both the water and sewer services within the greenbelt, thereby preserving the integrity of the freshly paved roadway.
- The 2-inch water line has required multiple repairs over the years, which have become increasingly difficult due to the dense concentration of surrounding utilities. This congestion elevates the risk of damaging adjacent infrastructure or injuring City personnel during excavation. Further complicating matters, the 2-inch PVC line lacks a tracer wire, making it unlocatable during Miss Dig operations and more susceptible to accidental damage during nearby utility work.

### **ADMINISTRATIVE SUMMARY**

- With Glenwyth Road rehabilitation tentatively scheduled this season, this is the most opportune time to replace the existing water service lines, connect the homes directly to the 12-inch watermain, and abandon the existing 2-inch PVC watermain would be before the road work begins.
- The project entails installing new one-inch copper service lines from the 12" water main to each residence. The contractor will tap the water main and perform open-cut excavation to reach the existing curb boxes. Boring is not recommended due to limited distances and the high density of existing utilities within the excavation area.
- Open cuts in the roadway will be backfilled with 21AA limestone and compacted in accordance with City of Brighton Engineering Standards. Final paving and concrete restoration are excluded from this scope of work and will be completed by city staff or under the road construction project. All final greenbelt restoration will be performed by the Department of Public Services to help reduce overall project costs.
- Quotes have been requested from Comprehensive Contracting and Buffalo Contracting Corporation, both are experienced contractors and have completed multiple city projects.

<b>Contractor</b>	<b>Proposal</b>	<b>Contingency (15%)</b>
Comprehensive Contracting	\$28,490	\$33,000
Buffalo Contracting Corporation	\$62,300	\$72,000

- Staff recommend awarding this project to Comprehensive Contracting, based on their quote and proven performance on past city projects. These include the Brighton Coves Lift Station installation, Pine Creek Lift Station upgrades, and sewer line borings—all completed within the past few years.

**BUDGET INFORMATION**

- After a discussion with the finance director, it was determined that there are sufficient funds available in the existing 24/25 fiscal year operations budget, so a budget amendment will not be necessary. Staff is requesting an additional 15% contingency to cover any unforeseen issues that may arise during the service line installations.

**RECOMMENDATION**

Approval of the replacement of five water service lines on Glenwyth Road by Comprehensive Contracting in an amount not to exceed \$33,000.

Prepared by: Josh Bradley, Water Plant 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

Attachments: Two contractor proposals





# BUFFALO CONTRACTING CORPORATION

4711 KENSINGTON ROAD • MILFORD, MI 48380  
PHONE: 810-229-9646

## PROPOSAL

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

June 17, 2025  
Job loc: Glenwyth St.

We will provide equipment, materials and labor to:

- Remove asphalt
- Remove sidewalk
- Locate and tap 12" main
- Install 1" K Cu water line main to curb stop
- Install curb stop and box and tie into existing 3/4" water line
- Place 12" gravel for road surface

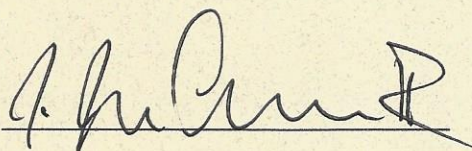
We propose to complete above work for the sum of: \$62,300.00

Quote includes 701, 707, 715, 721, 727 & vacant park all on Glenwyth St.

Payment to be made upon completion.

This proposal may be withdrawn within 30 days.

Note: Does not include any permits, bonds, inspection fees, soil erosion controls, topsoil, sod, seeding and mulching, landscaping, sidewalk or road repairs, saw cutting, backfill with existing material, sand backfill over main as needed.

Authorized by: 

Accepted by: \_\_\_\_\_

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



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 24, 2025

**SUBJECT:**        **CONSIDER APPROVING THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER FROM MICHIGAN CATERPILLAR INCLUDING A VIBRATORY COMPACTOR ATTACHMENT AT A COST OF \$133,775**

### **BACKGROUND**

The Department of Public Services' (DPS) current CAT backhoe is a 2004 model, which makes it over 21 years old and near its useful life.

### **ADMINISTRATIVE SUMMARY**

The Caterpillar (CAT) backhoe is used on an almost daily basis by all divisions of the DPS. The water and wastewater divisions utilizes it for service line and main repairs, Public Works uses it for storm sewer repairs as well as snow removal, moving heavy debris including relocating items downtown when needed.

Staff contacted Michigan CAT to obtain MiDeal pricing for a new backhoe. They advised us that they were running an incentive program for purchasing a new 2024 420 backhoe that they had in stock and were needing to sell by June 30. The MiDeal price for a new machine is \$138,000. The incentive price is \$125,283, which is a savings of more than \$12,000. Additionally, staff would like to purchase a vibratory plate compactor attachment for the machine that will assist with reaching density requirements on refilled roadway holes. The cost is \$8,492. The total cost for the machine and the attachment would be \$133,775. Michigan CAT has offered \$41,000 for trading in our current backhoe, this would be a net impact to the general fund of \$92,775.

### **BUDGET INFORMATION**

City Council approved \$155,000 for the purchase of a new backhoe loader in the 2025/2026 Capital Improvement Budget.

### **RECOMMENDATION**

Approve the purchase of a Caterpillar 420 Backhoe Loader including a vibratory compactor attachment from Michigan CAT at a cost of \$133,775.

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

Reviewed by:   Brad Shrader, DPW Superintendent  
                      Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

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

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Michigan CAT Sales Agreement



# SALES AGREEMENT

Quote No 140846-02  
DATE May 23, 2025

24800 Novi Road, Novi, MI 48375 Phone: (248) 349-4800 Visit our website: www.michigancat.com

PURCHASER	CITY OF BRIGHTON FINANCE DEPARTMENT	
STREET ADDRESS	200 N FIRST STREET	<SAME>
CITY/STATE	BRIGHTON, MI	COUNTY
POSTAL CODE	48116	PHONE NO. 248-231-8567
CUSTOMER CONTACT:	EQUIPMENT	
	PRODUCT SUPPORT	F.O.B. AT: Grand Rapids

INDUSTRY CODE:	PRINCIPAL WORK CODE:		
CUSTOMER NUMBER 6968	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER	
<b>PAYMENT TERMS:</b> NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>			
Cash With Order \$0.00	Balance To Finance \$0.00		
Contract Interest Rate 0	Payment Period	Payment Amount	Number Of Payments

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 420 AMPR	YEAR: 2024	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: 90848	SERIAL NUMBER: H8T05549	SMU: 3	
420 07A BACKHOE LOADER CFG2			
420 LANE 3 ZCON			
BELT, SEAT, 2" SUSPENSION			
TIRES, 340 80-18/500 70-24, MX			
ENGINE, 74.5KW, C3.6 DITA, T4F			
LOADER BUCKET PINS			
PRODUCT LINK, CELLULAR, PLE643			
TRIM PACKAGE 3			
STABILIZER PADS, FLIP-OVER			
BUCKET-GP, 1.4 YD3, PO, BOCE			
COUPLER, PG, MAN.D.LOCK, BHL			
BUCKET-HD, 24", 6.2 FT3			

TRADE-IN EQUIPMENT			Sell Price	\$125,283.00
MODEL: _____	YEAR: _____	SN: _____	Net Balance Due	\$125,283.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Ext Warranty	Included
MODEL: _____	YEAR: _____	SN: _____	Total Net Purchase Price	\$125,283.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	CAT HO Pack attachment	\$8,492.00
MODEL: _____	YEAR: _____	SN: _____		-----
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	<b>TOTAL</b>	<b>\$133,775</b>

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. TRADE ALLOWANCE SUBJECT TO PAYOFF BALANCE OWED.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	Payment Terms and Conditions:
--	---------	-------------------------------

The customer acknowledges that he has received a copy of the Michigan CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.

Warranty applicable including expiration date where necessary:  
 Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. \* All standard warranties include travel time and mileage for the first six (6) months.  
 Scheduled Oil Sampling is require  
 420-84 MO/3500 HR POWERTRAIN + HYDRAULICS + TECH

CSA: \_\_\_\_\_  
 NOTES: \_\_\_\_\_

### THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Michigan CAT

PURCHASER

ORDER RECEIVED BY Moran, Mark

APPROVED AND ACCEPTED ON \_\_\_\_\_

REPRESENTATIVE

CITY OF BRIGHTON FINANCE DEPARTMENT

PURCHASER

BY \_\_\_\_\_

SIGNATURE

TITLE

**TERMS AND CONDITIONS**

**This order is subject to the following terms and conditions:**

- 1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matter and things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
- 3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT, setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter into such SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Seller as a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said equipment.
- 4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** of at least \$500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.
- 5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, and Note or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of the terms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related hereto and/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.
- 7) **The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate. Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no express warranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the equipment hereunder.**
- 8) In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable effort to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.
- 9) Michigan CAT makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of the Occupational Safety and Health Act of 1970, or the Construction Safety Act.
- 10) Under the terms of this order Seller is obligated to make warranty repairs during working hours, Seller regular working hours at regular time labor rates. If, at the request of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
- 11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims and expenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of the equipment, regardless of where, how, or by whom it may be operated.
- 12) Late Charge Policy: Late charges will be assessed at the rate of 1.5% per month (18% per annum) on all invoices past due 30 days.
- 13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 14) This agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**

For value received, buyer hereby bargains and sells, grants and delivers unto Michigan CAT, Grantee, all of buyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased by the undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is the lawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defend same against the lawful claims and demands of all persons. Trade Allowance Subject to Payoff Balance Owed.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owing	To Be Paid By	Notes
-------	------	-----	------	-----------------	-----	-----------	--------------	---------------	-------

---



---



---



---



---

by \_\_\_\_\_  
(Title)