

AGENDA
CITY COUNCIL REGULAR BUSINESS MEETING
CITY OF BRIGHTON
JULY 7, 2016 - 7:30 P.M.
CITY HALL COUNCIL CHAMBERS
200 NORTH FIRST STREET
BRIGHTON, MICHIGAN
TELEPHONE: 810-227-1911 WEBSITE: www.brightoncity.org

Business Meeting - 7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consider Approval of the Agenda
5. Presentation of Officer of the Year
6. Presentation by the Brighton Area Fire Authority Regarding the Upcoming Millage Vote

Consent Agenda Items

7. Approval of Joint Meeting [Minutes of June 6, 2016](#)
8. Approval of Minutes: [Study Session of June 16, 2016](#)
9. Approval of Minutes: [Regular Meeting of June 16, 2016](#)

Correspondence

10. Call to the Public
11. Information for City Customers
12. Receive Updates from Council Member Liaisons to other Boards and Commissions

New Business

13. Confirmation of [City Clerk Appointment](#)
14. Consideration of [Site Plan Approval #16-005 for 750 W. Grand River Avenue \(Jimmy Johns\)](#)
15. Consideration of [Membership to the Michigan Intergovernmental Trade Network \(MITN\) and Approval of Procurement Template](#)
16. Consideration of [Tetra Tech Contract Amendment #349 for 2016/17 Retainer Services in the Amount of \\$12,000](#)

Other Business

17. Call to the Public
18. Closed Session Pursuant to MCL 15.268(C), for Strategy Session Connected with the Negotiation of a Collective Bargaining Agreement
19. Possible Action as a Result of Closed Session
20. Adjournment

**MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL OF BRIGHTON
AND THE CITY OF BRIGHTON PLANNING COMMISSION
HELD ON JUNE 6, 2016 AT THE BRIGHTON CITY AHELL
200 N. 1ST STREET, BRIGHTON, MICHIGAN**

BUSINESS MEETING

Mayor Muzzin called the joint meeting to order at 6:01 pm. Following the Pledge of Allegiance, the City Council roll was called. Present were Mayor Muzzin, Mayor Pro-Tem Pipoly, Councilmembers Bohn, Tobbe, Gardener and Pettengill. The Brighton Planning Commission roll was called. Present were Planning Commissioners Steve Monet, Michael Schultz, Matt Smith, William Bryan, Robert Pawloski, David McLane. Also in attendance were Attorney Burns and Staff members: City Manager Geinzer, DDA & Community Development Director, Matthew Modrack, Economic & Community Development Liaison, Michelle Miller, City Inspector, Michael Caruso and an audience of 6.

It was moved by Mayor Pro-Tem Pipoly, seconded by Bohn to excuse Councilmember Emaus, Motion passed 5-0-1

It was moved by Commissioner Smith, seconded by Pawlowski to excuse Petrak. Motion passed 5-0-1

AGENDA APPROVAL

It was moved by Councilmember Gardner, seconded by Bohn to approve the agenda
Motion passed 5-0-1

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 6:06 p.m.

Patricia Cole, 802 Devonshire, said she lives by a lot of rentals and she did not see anything on the agenda that addresses the rentals in the ordinances. She suggested that in the course of reorganizing the zoning ordinances that it should include more employees to keep the rental inspections up to date.

The Call to the Public was closed at 6:08 pm

CITY OF BRIGHTON ZONING ORDINANCE UPDATE KICK OFF

City Manager Geinzer opened up the meeting by stating the City of Brighton Planning Commission and the previous City Planner had discussed updating the City's zoning ordinance in recent years and he felt it was necessary to move forward with the process to bring it up to speed with the 2012 Masterplan. He then introduced Rod Arroyo, AICP, President and Jill Bahm, AICP, Principle Associate of Clearzoning.

Mr. Arroyo announced that Clearzoning merged with Giffels Webster 6 days prior to tonight's meeting which will only enhance and compliment the scope of the work Clearzoning does.

The three areas of focus will be: 1. Zoning Ordinances 2. Subdivision Ordinances 3. Sign Ordinances
Clearzoning will utilize the City of Brighton Masterplan to identify areas where a change of zoning will reflect in an updated Master Plan. Place making will be key in the updated ordinance. Housing is changing with single family detached homes in a dense area, live/work residences, accessory dwellings – a small home in a backyard of a large home, etc. They will also focus on parking and streetscapes, pedestrian and walking elements, bicycle parking, electric vehicle infrastructure and green roofs— sometimes referred to as 'vegetated roofs' or 'eco-roofs' which consist of a waterproofing membrane, growing medium (soil) and vegetation (plants) overlying a traditional roof. Green roofs are used to achieve environmental benefits including reducing storm water runoff and energy use – usually using a type of Sedum.

Matt Modrack stated there are several cities in Michigan already using green roofs and inquired if there were any grants or incentive programs to utilize green use.

Planning Commissioner Monet stated HyettPalma developed a Brighton Downtown Blueprint and enhancing the zoning ordinance will be an asset to the blueprint.

Councilmember Gardner asked about the possibility of putting a walkway within an existing parking lot for safer and easier access to the businesses downtown.

Mayor Muzzin asked about Spot zoning which is the application of zoning to a specific parcel or parcels of land within a larger zoned area when the rezoning is usually at odds with a city's master plan and current zoning restrictions. Mr. Arroyo does not recommend utilizing spot zoning.

Councilmember Bohn asked Mr. Arroyo to explore the possibility of having two homes that look like one on a single city lot. Mr. Arroyo stated there is a trend moving towards building two townhomes that are tall and narrow on one lot.

Ms. Bahm presented on the development review and implementation aspect of the presentation. She stated that the updated zoning ordinance will improve the City's customer service immediately because it will be easier to find answers to any questions with the new program on the website, there will be an option to pay any fees on the City's site via credit or debit. Clearzoning will train the City staff, council and all elected and appointed officials on how to use the zoning site. Councilmember Pettengill asked if there will be a mobile application available. The answer is yes.

Mr. Modrack asked if 30-90 days was a reasonable amount of time for a site plan review and does City Council need to see every site plan. Ms. Bahm stated that approximately 95% of the cities she has worked with have the Planning Commission approve the site plans without going through City Council. In Redevelopment Ready Community, it is important to get through the process quickly and is it the best use of City Council's time to look at all the site plans? Does it need to be reviewed twice or does City Council trust the Planning Commissioners to make good decisions on behalf of the City. If the Planning Commission denies a site plan, it usually goes through an appeal anyway. Commissioner Monet feels the process should be short and to the point instead of the many steps.

Mr. Modrack added the development process includes a red flag meeting in which the developer and architect go through the process before the application goes to the Planning Commission.

Clearzoning will send an on-line survey for completion which will ask what the current issues are with the ordinances – what works and what does not.

Issues stated at the meeting include:

1. Northwest neighborhood – R1 zoning restrictions
2. There needs to be a new zoning ordinance that promotes redevelopment – there is a trend towards building smaller homes with higher end building materials.
3. The electronic signs ordinance needs to be revisited.
4. Higher density is not compatible with single family housing.
5. Make sure the City is redevelopment ready and moving towards current trends.

6. More dense development such as Crosswinds – Brighton is ready for this type of development downtown.
 7. Living unit needs – 2 parking spaces per unit should be changed to 1 parking space per unit
 8. Height restrictions for downtown buildings – multistory development should be encouraged.
- Clearzoning will present examples of higher density cities where the buildings are less intrusive.

Process:

Once Clearzoing receives the responses from the survey – they will begin the work. It will take 9-10 months before the entire draft will be ready to go before the Planning Commission and 1 year until completion.

By the time Clearzoing completes the process – it will be time to look at the Masterplan and update it.

City Manager Geinzer asked Commissioner Monet if it would be advantageous to add special meetings to the Planning Commission calendar during the next 9-10 months. It was decided that additional meetings will be necessary – possibly the 1st and 3rd Monday of the month as needed. Clearzoning will give the Planning Commission an agenda of the work that will be presented at each meeting. There will be another joint meeting with City Council before the changes are final and a public meeting four months later.

CALL TO THE PUBLIC

Mayor Muzzin opened the call to the public at 8:57 pm.

Patricia Cole, 802 Devonshire, does not want her earlier comments regarding the rental ordinance to reflect on the current rental inspector. She knows he is wonderful and is doing a great job. She did not realize that this meeting would not include the rental inspection ordinance and thanked the Mayor for the point of clarification.

The call to the public was closed at 8:58 pm

ADJOURNMENT

It was moved by Councilmember Bohn and seconded by Tobbe to adjourn the meeting at 8:59 p.m.
Motion passed 6-0-1

It was moved by Planning Commissioner Smith and seconded by Bryan to adjourn the meeting at 8:59 p.m.

Michelle R. Miller,
Economic & Community Development Liaison

James Muzzin, Mayor

Steve Monet, Planning Commission Chair

MINUTES OF THE STUDY SESSION OF THE CITY COUNCIL OF BRIGHTON
HELD ON JUNE 16, 2016 AT THE BRIGHTON CITY HALL
200 N. 1ST STREET, BRIGHTON, MICHIGAN

STUDY SESSION

The Council conducted a Study Session at 6:30 p.m.

Present were Mayor Muzzin, Mayor Pro-Tem Pipoly, Councilmembers Bohn, Pettengill, Tobbe, Gardner, Emaus, Attorney Burns and staff: Nate Geinzer, Gretchen Gomolka, Tim Krugh, Dave Blackmar, Jennifer Burke, Patty Thomas, Matt Modrack, Chief Wightman and an audience of 8.

MILLPOND AND RESTROOMS

Methods were discussed on how to keep the Millpond and Downtown restrooms area cleaner. Assistant DPW Director Thomas gave a brief presentation about geese. The consensus was that a public information campaign should be launched including press releases, sound bites, and printed brochures.

ADJOURNMENT

It was moved by Mayor Pro Tem Pipoly and seconded by Bohn to adjourn the meeting at 7:00 p.m. Motion passed 7-0.

Jennifer Burke, HR/Deputy City Clerk

James Muzzin, Mayor

MINUTES OF THE MEETING OF THE CITY COUNCIL OF BRIGHTON
HELD ON JUNE 16, 2016 AT THE BRIGHTON CITY HALL
200 N. 1ST STREET, BRIGHTON, MICHIGAN

REGULAR SESSION

Mayor Muzzin called the regular meeting to order at 7:30 p.m. Following the Pledge of Allegiance, the roll was called. Present were Mayor Muzzin, Mayor Pro-Tem Pipoly, Councilmembers Bohn, Tobbe, Gardner, Emaus, and Pettengill. Also in attendance were Attorney Burns and Staff members: City Manager Geinzer, Police Chief Wightman, Human Resources Director/Deputy Clerk Burke, Assistant DPW Director Thomas, DDA/Community Development Director Modrack, Economic & Community Development Liaison Miller, Utilities Director Krugh, Economic & Community Development Liaison Miller, and an audience of 12. Press and media included Noe Hernandez from the Press & Argus and Tom Tolen from WHMI.

AGENDA APPROVAL

It was moved by Councilmember Tobbe, seconded by Pettengill to approve the agenda, with the addition of friendly amendment by Bohn seconded by Pettengill to add agenda item 8a. proposal to increase amount taken from Committed Fund Balance for sidewalk repair.

Removed Budget Amendment from Consent Agenda.

Motion passed 7-0.

CONSENT AGENDA

It was moved by Councilmember Bohn seconded by Pettengill to approve the Consent Agenda.

The following items were approved:

Study Session Minutes and Regular Meeting minutes from the June 2, 2016 meeting.
Resolution 16-07 Brighton Bulldog Boutique request for charitable gaming license.

Motion passed 7-0.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 7:45 p.m.

Joyce Powers, 982 Hickory, talked about the duck and geese issue around the Mill Pond and Brighton's 150th Anniversary.

Ken Stahl, 2640 Spring Grove Dr, spoke about the Brighton Bulldog Boutique.

The Call to the Public was closed at 8:00 p.m.

CITY CUSTOMER INFORMATION AND BOARD UPDATES

Manager Geinzer talked about the upcoming 150th Anniversary, ramp closures, zoning code update, the opening of a new Chipotle, and the approval of the Brighton Community Center Maintenance Agreement.

Councilmember Bohn expressed his desire to have more input during the union negotiations and who should negotiate the labor contracts. Mayor Pro Tem Pipoly motioned to postpone further discussion until a future closed session is scheduled and Bohn seconded. Motion passed 7-0.

Councilmember Tobbe reported that the Brighton Arts and Culture Commission used a grant to hold events in the Downtown, including a chalk art event.

Councilmember Gardner mentioned that the last meeting of SELCA was held and suggested checking the City of Brighton webpage to discover new opportunities.

Councilmember Pettengill reported that the next clean-up for the Imagination Station will be June 25 at 10 a.m. and that local businesses had pooled resources and purchased a new swing.

Mayor Muzzin met with the Brighton Area Fire Department and attended a vigil for those who passed away in the Orlando tragedy.

15/16 BUDGET AMENDMENT RESOLUTION

The council discussed the amendments to some of the line items on the 15/16 Budget to balance overage and shortages.

It was moved by Mayor Pro Tem Pipoly and seconded by Gardner to approve the Resolution 16-08 FY 15/16 Budget Amendments. Motion passed 7-0.

FUNDING SIDEWALK REPAIR

Discussion was held about potentially using \$10,000 of Committed Fund Balance and savings from health plan to fund sidewalks repair. It was moved by Mayor Pro Tem Pipoly to allocate up to a total of \$30,000 for repairs with the friendly amendment by Bohn to have repairs completed during the summer season. Councilmember Gardner seconded.

Motion passed 7-0.

CLOSED SESSION PURSUANT TO MCL 15.268 (H)

Mayor Pro Tem Pipoly moved to go into Closed Session and was seconded by Tobbe at 9:10 p.m. to receive a written attorney-client privileged communication.

It was moved by Mayor Pro Tem Pipoly, seconded by Tobbe to come out of closed session at 9:15 p.m.

City Council
June 16, 2016
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APPROVE RESOLUTION 16-09

Moved by Councilmember Tobbe and seconded by Pipoly to approve Resolution 16-09 concerning the ADA restriction at Woodlake Condominiums.

CALL TO THE PUBLIC

Mayor Muzzin opened the Call to the Public at 9:18 p.m. Hearing and seeing none the Call to the Public was closed at 9:18 p.m.

ADJOURNMENT

It was moved by Councilmember Tobbe, seconded by Pipoly to adjourn the meeting at 9:18 p.m.

Motion passed 7-0.

Jennifer Burke, HR/Deputy Clerk

James Muzzin, Mayor



CITY OF BRIGHTON

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

July 7, 2016

SUBJECT: CONSIDER APPOINTMENT OF PAMELA STEWART AS CITY CLERK

ADMINISTRATIVE SUMMARY

- Ms. Stewart started her employment at the City of Brighton in 2008 and although she worked part time for the Finance Department as a Tax Clerk she volunteered to assist with 2008 Presidential Election preparation.
- Promoted to position of Assistant to City Clerk/Human Resources in 2009 and since has assisted in running 13 election cycles, which includes a significant amount of work at the end of election night in balancing the electronic poll books and ensuring the election is tallied and sent to Livingston County for final approval.
- Serves as FOIA coordinator facilitating hundreds of requests.
- Scheduled and coordinated burials and handled cemetery inquiries for grieving families for 7 + years
- Took on leadership role during the City Clerk's absences to complete City Council packets and efficiently run the department.
- Since being appointed as "Acting City Clerk" started initiative to sign up voters who are age 60 and older to the Permanent Absent Voter list, and has currently added over 500 residents which will provide convenience to the voter and shorter lines during the busy upcoming elections.
- Suggested purchase of tablet technology so that voters in line can find out if they are in the correct polling location right when they arrive to save the voters time, effort, and frustration and helping to keep the lines at a manageable level.
- Has maintained a high level of production and taken a proactive approach during time as Acting City Clerk as well as learning new skills and attending Clerk's Conference and meetings.

RECOMMENDATION

It is recommended that City Council confirm Ms. Pamela Stewart's appointment as City Clerk.

Prepared by: Jennifer Burke, HR/Deputy Clerk

Approved by: Nate Geinzer, City Manager



CITY OF BRIGHTON

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

June 29, 2016

**SUBJECT: CONSIDERATION OF SITE PLAN APPROVAL #16-005, 750 W. GRAND RIVER AVE.
JIMMY JOHNS DRIVE-THRU WINDOW & ACCESS DRIVE**

ADMINISTRATIVE SUMMARY

- The owners of Jimmy John's sub shop are requesting site plan approval for a drive-thru window and access drive for their store located on the north side of the Millpond Park office building.
- The proposed drive-thru window will be serviced from an existing drive and curb cut on the north side of the lot, exiting on to Grand River Ave.
- The drive-thru proposal was vetted through the City's standard site plan review process. The proposed menu board is 5.25 ft. x 5.16 ft. or approximately 25 square feet in area. The City ordinance permits up to 35 square feet for a menu board.
- The Brighton Area Fire Authority asked for additional clear width for the access adjacent to the ten foot wide drive thru lane in order to provide a 26 foot wide emergency vehicle access lane.
- The existing exit will continue to be restricted to right turn only and exit only.

RECOMMENDATION

The site plan complies with the requirements of the City of Brighton Ordinance and received unanimous approval by the Planning Commission at the June 20, 2016 regular meeting. It is recommended that site plan #16-005, DRIVE-THRU WINDOW AND ACCESS DRIVE at 750 W. Grand River Ave. be approved as revised.

Prepared by: Matthew R. Modrack
DDA/Community Development Director

Reviewed by: Matt Modrack,
DDA / Community Development Director

Approved by: Nate Geinzer,
City Manager





Livingston County Department of Planning

MEMORANDUM

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

TO: City of Brighton Planning Commission
FROM: Scott Barb, Principal Planner
DATE: May 27, 2016
SUBJECT: Jimmy Johns Brighton Drive-Thru Addition

A preliminary site plan has been submitted for your consideration by Jimmy Johns of Brighton for the addition of a drive thru lane to be added to the existing restaurant located at 750 West Grand River Avenue. The property is zoned C-2 General Business and requires site plan review per Section 82-87 of the City of Brighton Ordinance due to the work being performed in a General Business zoning district and not being exempt from site plan review procedures.

Based on the City of Brighton Ordinance and sound planning principles, we have reviewed the site plan according to the following standards:

Chapter 66, Signs

Chapter 82, Article 3 – Site Plan Review

Chapter 98, Article 13 – C-2 Districts

Chapter 98, Article 3 – Off Street Parking and Loading

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

•
(517) 546-7555
Fax (517) 552-2347

•
Web Site
co.livingston.mi.us

Our comments regarding any regulations that need to be met for compliance with the City Ordinance will be written in *italic and underlined*.

General Site Characteristics

Site Address: 750 West Grand River Avenue

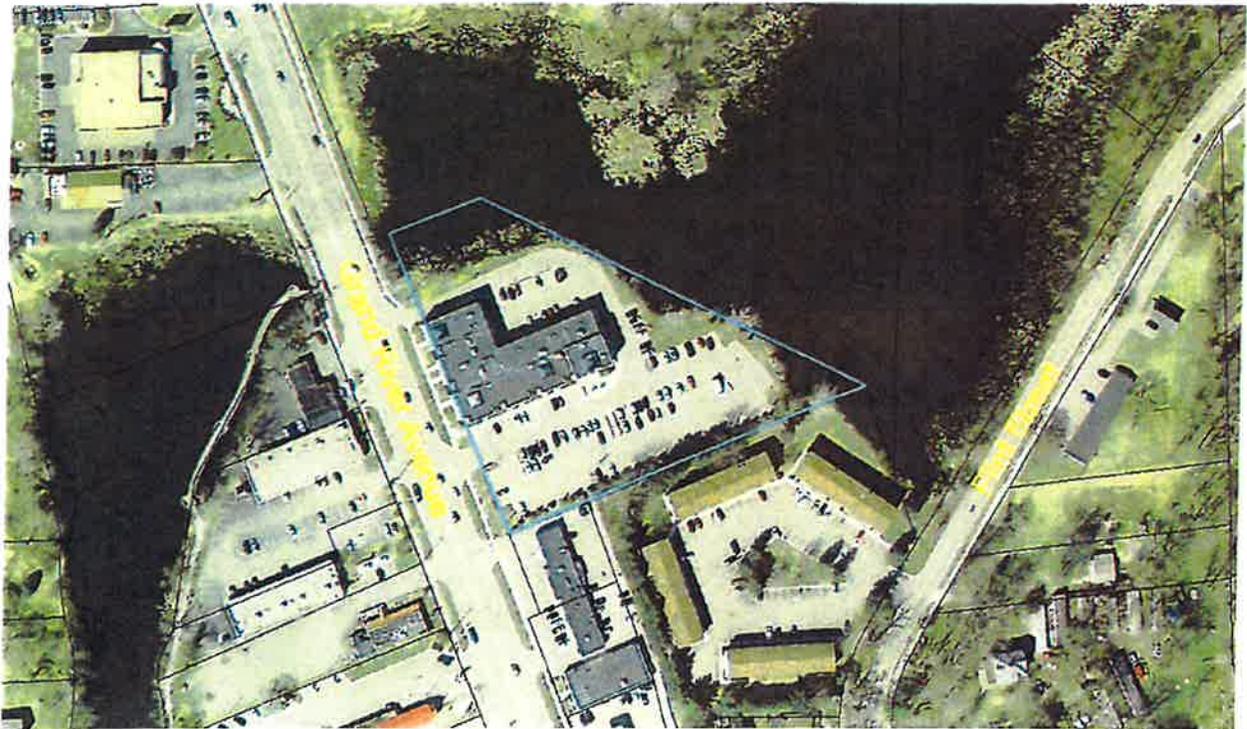
Parcel Number: 4718-30-303-047

Access Roads: Entrance and exit from site is from Grand River Avenue.

Lot Size: 0.11 acres (area of improvements)

Existing Zoning: C-2, General Business

Site Description: The proposed addition of a drive thru lane is located on the existing site of Jimmy Johns Brighton. This project will include an expansion of an exit drive into a drive thru lane with sidewalk work along the building and exit to Grand River.



Chapter 82, Article 3 Site Plan Review

Section 82-87 Review Required, Process.

A site plan is required for the development per Section 82-87 of the Ordinance. The improvements are located in a General Business District and are not part of any exempted activities.

Section 82-88 and Section 82-89 Commission and Council Approval Required.

Per sections 82-88 and 82-89, approvals of both the planning commission and city council are required for the development.

Section 82-93 Preliminary Site Plan Approval

The Planning Commission shall approve, disapprove, or recommend revision of a preliminary site plan within 60 days after filing with the commission.

Section 82-104 Sidewalks and Walkways

Suitable provision shall be made on the site for walkways for pedestrian circulation and access. The applicant is providing a three (3) ft. wide integral sidewalk and curb along the north edge of the building. There will be an additional five (5) ft. wide sidewalk for pedestrian access crossing the exit onto Grand River Avenue. The site plan should illustrate the walk connecting to the existing sidewalk on the site plan.

Section 82-106 Parking

No additional off-street parking is required, but we will address any associated issues later in this review.

Section 82-107 Lighting

No additional lighting is required or is part of the site improvements.

Chapter 98, Article 13 C-2 Districts

We believe the applicant is compliant with regards to the regulations stipulated in Article 13 C-2 Districts.

Chapter 98, Article 3 Off-Street Parking and Loading

Drive isle width meets the Ordinance requirements of twenty-four (24) ft. wide (applicant has proposed 25 ft.).

No off-street parking requirements are applicable to the site improvements. We would point out that there are potential issues related to stacking of vehicles at the eastern side of the parking area adjacent to the refuse collection area.

Chapter 66, Article 4 Sign Regulations

Section 66-95 General business and limited intensity business/office zones.

The applicant is proposing site signage to be included in the site plan review and, therefore, can be approved with the site plan for approval. The following signage is detailed on the site plan:

Menu board: The applicant is proposing a 5.25 ft. high x 5.16 ft. wide menu board on site. The Ordinance allows up to a 35 sq. ft. maximum menu board size and the requirements have been met for this item.

'No parking Fire Lane' sign: One (1) 12" x 18" pole sign will be placed along the north entrance to the drive thru area. Pole mounted height is approximately seven (7) feet. This sign meets the Ordinance requirements.

'One Way' sign: A 36" x 12" pole sign will be placed along the north entrance to the drive thru area indicating circulation. Pole mounted height will be seven (7) feet. This sign meets the Ordinance requirements.

'Do Not Block Driveway' sign: One (1) 12" x 18" pole sign will be placed before the menu board on the landscaped island in the north parking area. Pole mounted height will be approximately seven (7) feet. This sign meets the Ordinance requirements, but should be placed near the corner of the building.

'Stop, Do Not Enter, & Right Turn Only' signs: These signs will be placed upon exit from the premises. The 'Stop' and 'Do not Enter' signs measure 30" x 30", with the 'Right Turn Only' sign measuring 24" x 30". All signs will be pole mounted with a height not exceeding seven (7) feet in height. These signs meet the Ordinance requirements, but placement of the 'Stop' and 'Right Turn Only' signs should be at the right-of-way line.

It should be noted that many of the directional and instructional signs listed are exempt from zoning requirements due to the nature of their use in providing guidance and traffic management (Section 66-4 Exempt Signs).

Recommendation

We believe the site improvements are minimal and generally meet the City of Brighton Ordinance requirements. We would recommend approval of the preliminary site plan contingent upon the applicant acquiring letters of approval from the City of Brighton Fire Department, City Engineer, and any other regulatory departments or agencies.

Should you have any concerns or comments regarding our review, please do not hesitate to contact me at any time, and at your convenience.

Respectfully,



Scott Barb, AICP, PEM



May 25, 2016

Mr. Michael Caruso
City of Brighton
200 North First Street
Brighton, MI 48116

**Re: Jimmy John's Drive Thru – Site Plan No. 16-005
Site Plan Review No. 1**

Dear Mr. Caruso:

As requested, Tetra Tech has reviewed the site plan for a drive-thru addition to the existing Jimmy John's restaurant located at 750 W. Grand River in the Millpond Parke Development. The site plan dated May 6, 2016, has been prepared by PEA, Inc.

The project consists of widening the northwest exit lane to accommodate a new drive-thru lane. The existing drive will continue to be an exit only drive. No municipal utility improvements are included in the proposed improvements. We offer the following comments for your consideration:

SITE LAYOUT

1. The proposed sidewalk on the north side of the driveway does not appear to be connecting to the existing. Please correct.
2. The sidewalk ramp is required to be ADA compliant with detectable warning. Please update the sidewalk ramp detail to include detectable warnings.
3. The sidewalk on the south side of the driveway should be replaced to meet current ADA requirements.
4. A "Stop" sign and "Right Turn Only" sign should be placed on the south side of the driveway at the right-of-way line.
5. A "Do Not Block Driveway" sign should be placed near the northeast corner of the building.
6. The driveway width and radius-of-curvature within the right-of-way needs to be dimensioned.
7. Please show a truck turning movement around Stacking Spot No. 5. The plans show a 12-foot by-pass lane along this curve that may be difficult for vehicles to use as currently designed.
8. The existing dumpster fencing is broken and is in need of repairs. Since the drive-thru lane is adjacent to the dumpster fencing, we recommend it be repaired at this time.

DRAINAGE AND GRADING

1. The spot elevations on the north curb line within the right-of-way shows stormwater from Grand River backflowing towards the ridgeline near the sidewalk. It appears that an error was made on the grading plan in this area. Please revise as needed so that the ridgeline drains towards Grand River.

Mr. Michael Caruso
Site Plan Review No. 1 – Jimmy John’s Drive-Thru
May 25, 2016
Page 2

RECOMMENDATION

We recommend the site plan be revised to address the comments above to the City’s satisfaction. Please call me at 810.225.8439, if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Kari Jozwik". The signature is fluid and cursive, written over the typed name.

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

Copy: Jonathan Curry, PEA



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

June 6, 2016

Mike Caruso
Building/Zoning Dept.
City of Brighton
200 North First Street
Brighton, MI 48116

RE: Alteration to the one-way at Jimmy John's
750 W. Grand River
Site Plan Review

Dear Mike:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on May 20, 2016 and are dated May 6, 2016. The project is for the proposed addition of a drive thru to an existing multi-tenant Business-use occupancy. The plan review is based on the requirements of the International Fire Code (IFC) 2015 edition.

All items identified in the previous review of the alteration to the one-way lane to add the drive-thru have been addressed. Based upon the engineer providing aerial apparatus circulation template and the temporary nature of the vehicle stacking, it has been determined that there is sufficient area for apparatus movement, placement and access. The identified 16' clear width in addition to the 10' added from the vehicle stacking provides a 26' access lane. Additionally, the applicant has agreed to remove stacking space number five and to widen the exit from the drive to a 20' clear width.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Respectfully yours,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Capt. Rick Boisvert, CFPS
Fire Inspector

cc: Architect



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

May 25, 2016

Mike Caruso
Building/Zoning Dept.
City of Brighton
200 North First Street
Brighton, MI 48116

RE: Alteration to the one-way at Jimmy John's
750 W. Grand River
Site Plan Review

Dear Mike:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on May 20, 2016 and are dated May 6, 2016. The project is for the proposed addition of a drive thru to and existing multi-tenant Business-use occupancy. The plan review is based on the requirements of the International Fire Code (IFC) 2015 edition.

1. The access road adjacent to the drive-thru shall maintain a minimum clear width of 20' measured from the face of the curb to the edge of the vehicle stacking spaces. This width shall extend the entire length of the drive-thru lane.
IFC 503
2. Provide impact protection (bollards) at the FDC along the drive-thru line. Bollards shall provide for a clear access width of 36" to the FDC.
IFC 912.4.2
IFC 912.4.3
3. Show vehicle circulation for BAFA aerial apparatus around the clear width access drive provided. Use of the existing template PEA utilizes for BAFA Aerial Truck is acceptable.
4. The entrance point of the drive-thru must be labeled as a one-way.
5. A minimum vertical clearance of 13½ feet shall be maintained at all times along the North curb line of the drive.
6. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Respectfully yours,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Capt. Rick Boisvert, CFPS
Fire Inspector

**City of Brighton
Planning Commission
Meeting Minutes
June 20, 2016**

1. Call to Order/Roll Call

Chairperson Monet called the meeting to order at 7:30 p.m.

The following Commissioners were present:

Jim Bohn	Susan Gardner
Steve Monet	Michael Schutz
Dave Petrak	Matt Smith
Robert Pawlowski	

Absent were Commissioners McLane and Bryan.

Also present was Matt Modrack, DDA Executive Director/Community Development Director, Kari Jozwick of TTMPs, and an audience of 2.

Motion by Commissioner Gardner, supported by Commissioner Smith, to excuse Commissioners McLane and Bryan. **The motion carried 7-0-2.**

2. Approval of the May 16, 2016 Regular Meeting Minutes

Motion by Commissioner Petrak, supported by Commissioner Pawlowski, to approve the May 16, 2016 regular meeting minutes as presented. **The motion carried 7-0-2.**

3. Approval of the June 20, 2016 Agenda

Motion by Commissioner Smith, supported by Commissioner Gardner, to approve the agenda as presented. **The motion carried 7-0-2.**

4. Call to the Public

The call to the public was made at 7:31 pm with no response.

Old Business

5. None

New Business

6. Site Plan – Jimmy John’s drive thru addition, 750 W. Grand River, #16-005

Mr. John Curry of PEA gave a summary of the proposed project and showed the site plan.

Mr. Modrack questioned if a sign should be placed on Grand River to alert the pedestrian traffic heading north that there is a driveway. After a brief discussion, all commissioners did not believe the sign was warranted as there are two Stop signs at the driveway.

Chairman Monet noted that the items raised by the planner, engineer, and Brighton Area Fire Department have been met.

Motion by Commissioner Petrak, supported by Commissioner Gardner, to recommend to City Council approval of the Site Plan for Jimmy Johns drive thru at 750 W. Grand River, #16-005. **The motion carried 7-0-2.**

7. Staff Updates

Mr. Modrack stated that Clear Zoning will be present at the July 18, 2016 Planning Commission meeting. There are no other items scheduled that evening.

8. Commissioners Report

No commissioners had anything to report.

9. Call to the Public

The call to the public was made at 7:43 pm with no response.

11. Adjournment

Motion by Commissioner Petrak, supported by Commissioner Smith, to adjourn the meeting at 7:43 pm. **The motion carried 7-0-2.**

Bill Bryan, Secretary

Patty Thomas, Recording Secretary



CITY OF BRIGHTON

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

July 7, 2016

SUBJECT: CONSIDERATION OF MEMBERSHIP TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN) AND APPROVAL OF PROCUREMENT TEMPLATE

ADMINISTRATIVE SUMMARY

- [MITN](#) is a regional purchasing community wherein local government agencies throughout Michigan utilize the power of a purchasing group for bid and vendor management. There is no cost to be a member of MITN.
- The MITN purchasing group provides a way for local government agencies in Michigan to more effectively notify vendors of RFP and bid opportunities, while using shared resources to increase efficiency and reduce costs. The procurement solution delivers suppliers a centralized online location to view and receive Michigan RFPs and bid opportunities from over [150 Michigan local government agencies](#).
 - Members Include
 - Livingston County
 - Sterling Heights
 - Rochester Hills
 - Farmington Hills
 - Birmingham
 - Many More...
- Local agencies that join the MITN Purchasing Group increase vendor competition and efficiency in bid distribution.
- The MITN regional purchasing community uses a BidNet procurement platform, which will improve the City's ability to efficiently procure products and services and reach vendors.
- Upon execution, MITN will facilitate a press release and a letter will be sent to all existing City of Brighton vendors.
- A new procurement template (attached) has been created that will be used for future request for bids, proposals, etc. where appropriate. The template will need some modifications as appropriate to the product or service being procured.

RECOMMENDATION

It is the recommendation of staff that City Council authorize staff to proceed with MITN membership, execute all necessary membership agreements, and approve the attached procurement language, as may be amended time-to-time.

Prepared by: Gretchen M. Gomolka, Finance Director

Approved by: Nate Geinzer, City Manager

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are City of Brighton (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, NY 12210 (hereinafter referred to as “BidNet”)

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by BidNet;

THE PARTIES AGREE:

1. Description of Services:

- 1.1. System Membership: The Participating Organization has agreed to join MITN. It is understood that BidNet will provide the Participating Organization with access to MITN.
- 1.2. Promotion of System Name: To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

2. **Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the “Initial Term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

- 3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. Mailing Fees: BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.

- 3.1.3. **Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.

3.2 Supplier Registration Fees:

- 3.2.1. **Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. **Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. The fee for the optional service is \$89.95 for one year or \$149.95 for two years.
 - 3.2.3. **In the event of a price decline, contract renewal or should BidNet at any time, during the life of this agreement, sell the same service(s) at prices below those stated herein, BidNet will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.**
4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
 5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
 6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
 7. **Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
 8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
 9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice BidNet will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.
 10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.

11. Warranty: BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.

12. Signatures: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

13. Liability and Indemnity: BidNet agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Brighton
200 North First Street
Brighton, MI 48116

SourceSuite by BidNet[®], a division of
INTERNATIONAL DATA BASE CORP.

Name: _____

Name: Dan Ansell

Title: _____

Title: Vice President

Date: _____

Date:

Signature: _____

Signature:

Michigan Inter-governmental Trade Network



By-Laws



1. The founding nine members are Cities of Birmingham, Dearborn, Farmington Hills, Rochester Hills, Royal Oak, Sterling Heights, Troy, Warren and the County of Livingston. The founding members will form the MITN steering committee.
2. Each member shall have one vote and a simple majority is required. At any meeting a quorum shall consist of at least five (5) steering committee members after notification to all nine (9) founding members.
3. Each participant of MITN must be a public entity. The steering committee will review and vote on additions and removals of participants in the MITN system.
4. These by-laws may be amended at any meeting provided a two-thirds majority vote is rendered.
5. Participants may submit improvement suggestions to any MITN steering committee member for review and consideration. Upon approval by the steering committee the suggestion will be forwarded to BidNet for consideration and implementation.
6. The user agency agrees to use the MITN system as the primary mechanism for solicitation of ITB's, RFP's, RFQ's, RFI's and SOQ's. Failure to adhere to this requirement may cause removal from the system. Each agency will promote the MITN system to the vendor community.
7. The steering committee reserves the right to remove any member from the MITN system who is found to be in violation of the MPPOA Code of Ethics and/or the terms and conditions of the BidNet agreement and the MITN By-Laws
8. The By-Laws will be accepted and signed by the chief procurement official or designee of the user agency and provided to the designated MITN agency.

PARTICIPATING AGENCIES

CITY OF BIRMINGHAM
Finance Department
(248) 644-1800 ext. 319
www.ci.birmingham.mi.us

CITY OF DEARBORN
Purchasing Division
(313) 943-2375
www.cityofdearborn.org

CITY OF FARMINGTON HILLS
Purchasing Division
(248) 473-9528
www.ci.farmington-hills.mi.us

LIVINGSTON COUNTY
Purchasing Department
(517) 552-2316
www.co.livingston.mi.us

CITY OF ROCHESTER HILLS
Purchasing Division
(248) 841-2538
www.rochesterhills.org

CITY OF ROYAL OAK
City Manager's Office
(248) 246-3202
www.ci.royal-oak.mi.us

CITY OF STERLING HEIGHTS
Purchasing Division
(586)446-2740
www.sterling-heights.net

CITY OF TROY
Purchasing Department
(248) 524-3576
www.ci.troy.mi.us

CITY OF WARREN
Purchasing Division
586-574-4639
www.cityofwarren.org

Signed and accepted: _____
Name/Title

Agency Name: _____

Date: _____



CITY OF BRIGHTON

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INVITATION TO BID

ITB: #itb-fh-15-16-1905
ITEM: Demolition of 1517 Whispering Oaks
DEADLINE: Tuesday, June 7, 2016, 10:00 a.m. E.D.T.
PREBID MEETING: MANDATORY,
QUESTIONS: All questions must be submitted via email

1. SUBMISSION AND RECEIPT OF BID

To be considered, bids shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City of Brighton reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Brighton City Clerk. All bids shall be labeled with the ITB number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **No faxed or emailed bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Brighton reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Brighton reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Brighton appreciates efforts to the reduce waste. **When possible, responses should be printed double-sided to reduce paper use.**

3. OFFICIAL DOCUMENTS

The City of Brighton officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda. The City of Brighton also reserves the right to use any other method of distributing bid information, however, any additional method of distribution will also direct vendors to MITN.

The City of Brighton shall accept NO CHANGES to the bid document made by the Vendor unless those changes



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are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is Vendor’s responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Brighton to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Brighton to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Brighton may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Brighton officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitm.info and obtain an official copy and any addenda.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City Manager. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the City Manager. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be posted to MITN. It shall be the bidder’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. The City will post any and all addenda to these bid documents at least three (3) days prior to bid closing, except in cases of emergency.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City’s applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer’s catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate bid, unless requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City Manager, may result in rejection of the bid.



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8. PRICING

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. TAXES, TERMS AND CONDITIONS

The City of Brighton & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6004526. General payment terms are Net 30 days upon receipt of goods and/or invoice for services, including progress payments(unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

10. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid, as may be reasonably necessary.

11. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday, excluding holidays.

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received.

13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the City may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim. The City may, in its discretion, award the contract to the next qualified bidder, and the error by the initial bidder may be subject to penalties for default set forth in Section 18, below.

14. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee. The Contractor shall release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.



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15. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

16. NON-COLLUSION

By signing the bid the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

17. CANCELLATION

Unless otherwise stated in the additional terms and conditions listed in the ITB, any contract entered into as a result of this bid may be canceled by the City upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating agency may cancel its participation upon 30 days written notice. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of the City to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

18. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Brighton to declare Contractor in default of the contract:

- A. Nonperformance of contractual requirements
- B. A material breach of any term or condition of this contract.

Please note, The City of Brighton shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Brighton may do one or more of the following:

- A. Exercise any remedy provided by law;
- B. Terminate this contract and any related contracts or portions thereof; or
- C. Suspend contractor from receiving future bid solicitations.

19. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

20. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in Livingston County Circuit Court.



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21. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Brighton.

22. NONDISCRIMINATION

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

23. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

24. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Brighton may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. BID PREPARATION COSTS

The City of Brighton is not liable for any costs incurred by the offeror in bid preparation.

26. CONFLICT OF INTEREST

The City of Brighton Charter requires that "no contract or purchase involving an amount in excess of one hundred dollars shall be made by the city in which any elective or appointive officer or any member of his family has an pecuniary interest, direct or indirect" unless the conflict is disclosed and approved by unanimous vote of the City Council. Brighton City Charter, Section 5.13.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Brighton, or others who are or have been within the past year, in a decision making position with the City of Brighton, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship, for review by City Council regarding Charter compliance.

27. INDEPENDENT CONTRACTOR

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to



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bind the City of Brighton or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Brighton or participating agencies, except as expressly set forth herein.

28. NON-IRAN LINKED BUSINESSES

By the **AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS** below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard."

29. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Brighton. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Brighton, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Brighton as additional insured, coverage afforded is considered to be primary and any other insurance The City of Brighton may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Brighton, Attention Finance Director, 200 North First Street, Brighton, MI, 48116.
- F. Proof of Insurance Coverage: The Contractor shall provide The City of Brighton, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for



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additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

- G. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The City of Brighton at least ten (10) days prior to the expiration date.

30. GENERAL SCOPE OF WORK

- A. The City will contract for the demolition of the home & Garage/Accessory Building at 1517 Whispering Oaks. Price will include all concrete slabs, foundations, basement walls, etc. will be removed and disposed at a licensed landfill. Clean fill dirt will be brought to the site to level and return the site to grade with top soil and seed.
- B. Before work commences the selected contractor will review the site with the City to coordinate the issues and routing of vehicles during removal of the structure.
- C. A Mandatory Pre-bid meeting at the site will be the only opportunity for contractors to visit the site and become familiar with the proposed structure and any issues related to complete this job within the specified time frame. All contractor's interests should be addressed in order for their bids to be accepted.
- D. As the City of Brighton is a state certified minority business enterprise, all contractors attending the pre-bid meeting must provide a Certificate of Insurance meeting the requirements of Section 29, above, at least five business days prior to the pre-bid meeting or other date.
- E. Traffic control measures will be used to allow resident access to abutting properties. The site will be maintained in a neat, orderly and safe condition at the end of each work day. Any residual soil spilled on the roadways around the property will be swept clean.
- F. Awarded Contractor is responsible for obtaining City permits & inspections, but fees will be waived.

31. SCHEDULE

Upon receipt of purchase order to commence work, the contractor will begin work within () business days and complete all aspects of this bid within () business days of award. Failure to follow within these guidelines will be considered for future business with the City.

32. MINIMUM SPECIFICATIONS

- A. A permit for demolition shall be obtained from the Livingston County Building Department, and any other entity having jurisdiction. The demolition contract shall be licensed by the State of Michigan and present a current original license in the name of operation Residential Building Maintenance and Alteration (Contractor #) shall pay all permits and all performance bonds required by any applicable jurisdiction, including but not limited to the City of Brighton. All demolition and debris removal shall be completed within 7 days of the start of work.
- B. Demolition contractor is responsible to get all wrecking clearances from ALL utility companies (Water, Sewer, Gas & Electric) that have provided service to the property.
- C. Removal and tapping of any plumbing lines must be made to the approval and specification of the City of



CITY OF BRIGHTON

Address: 200 North First Street, Brighton, MI 48116
Phone: 810-227-1911
Web: www.brightoncity.org

Brighton Utilities Division. It is the contractor's responsibility to make certain that the responsibility from Utilities is on site during this process. The contractor performing this work must coordinate with Brighton County. Please contact Brighton Utilities Director, Tim Krugh, at the end of the month or at any specific time (810) 844-5113.

SAMPLE SCOPE

- D. Demolition of the surrounding structure shall include all existing footings, walls, slabs and base (including basement floor). The contractor shall backfill and compact for Brighton County Building Department shall be on site 24 hours in advance to verify removal of footings, basements, etc., prior to backfilling. The contractor may require additional inspections at any time to ensure compliance with applicable building codes.
- E. All debris and materials shall be removed from the site and finished grade that is compatible with the surrounding area shall be established as required by City ordinance.
- F. Any and all hazardous materials, including, but not limited to, asbestos materials (if any) will be disposed of in accordance with the applicable state and federal laws and regulations.
- G. The demolition sites shall be seeded with a fast growing variety of grass to establish vegetation and prevent soil erosion from taking place.

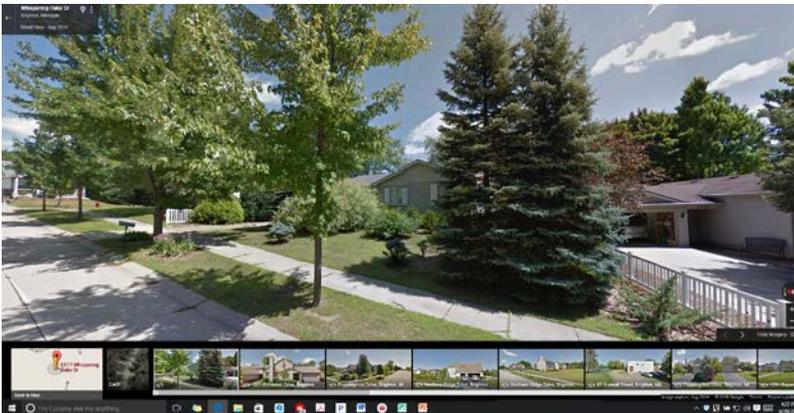
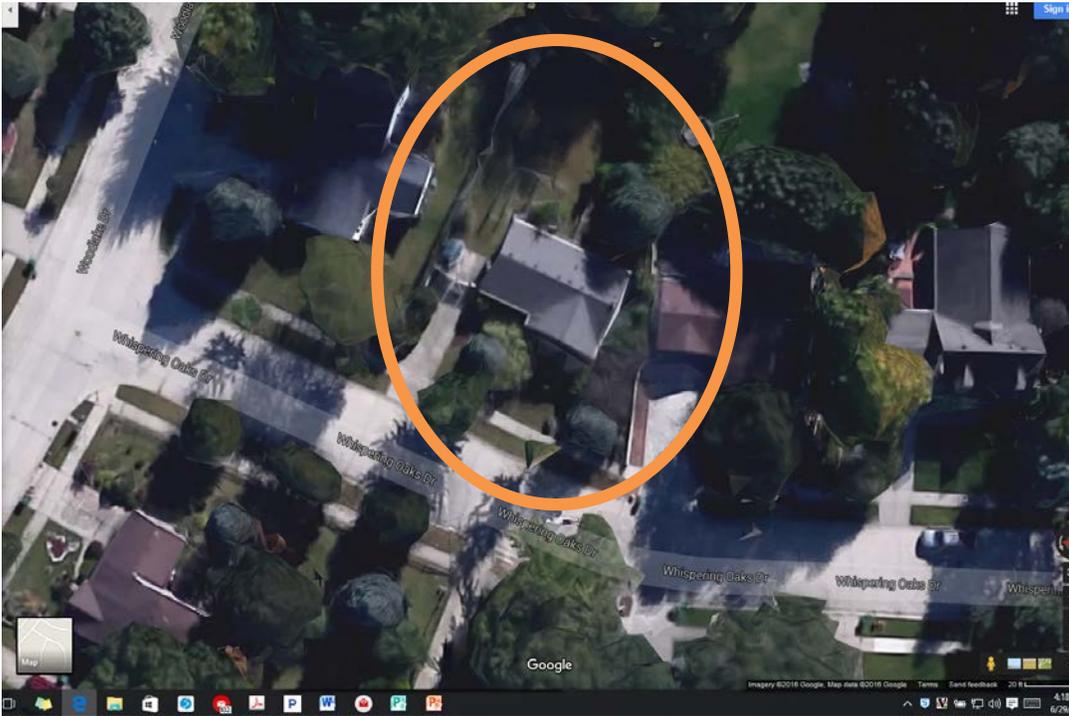
Comment [NG1]: THIS IS SAMPLE LANGUAGE

33. BID SECURITY/BOND

As part of your bid response, it will be required to provide bid security. The bid security must be a certified check or bid bond made out to the City of Brighton for five (5%) of the Total Bid, in a form approved by the City Attorney. The security will ensure that your company can meet the insurance requirements listed in section 18 and will contract with the City to do all the required as specified herein. A Purchase Order may act as a notice to proceed. The Bid Security will be returned after all work is completed. Delays caused by the City will not lead to forfeiture of the bid bond. The unsuccessful contractors' checks will be returned after work has begun by the selected contractor.

34. PROCESS OF REVIEW OF BIDS

To be considered, your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & TWO (2) copies of the bid (PAGES 10-13), in one sealed envelope or box.



PRICING PROPOSAL

PRICING

ITEM	TOTAL BID
Demolition 1517 Whispering Oaks of surrounding structure to include removal of all debris, cement pads, basement walls, and foundations	\$ _____ lot

NOTICE TO PROCEED

Business days to complete upon notice to proceed _____ days (maximum 10).

FIRM PRICE GUARANTEE

This price is firm for _____ days (Minimum 90).

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I _____, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Brighton, or MITN website, www.mitn.info and is an official copy of the authorized version.

AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS

By signing below I certify that I have read and understand the specifications herein and that I am duly authorized to contract on behalf of my company)

Signed _____ Company _____

Printed _____ Address _____

Title _____ City/State/Zip _____

Date _____ Contact Person _____

Phone _____ Fax _____

E-mail contact _____ Cell phone _____

VENDOR QUESTIONNAIRE

Please give the following information regarding your proposal:

1. List references where this service has been provided in the last 5 years (municipal preferred).

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

Agency Name: _____ Contact Person: _____

General Property Information: _____

Phone #: _____ E-mail address: _____

2. Name of your bank and financial references:

3. How many years' experience have you and/or your company had in this business?

_____ YEARS Explain (if in a related field): _____

4. Has your company filed for bankruptcy or reorganized for financial reasons in the past 36 months?

_____ NO YES, Explain (if in a related field): _____

5. Include a list of equipment to be used for this project and if the equipment is owned/leased or rented.

SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below.

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor: _____

LEGAL STATUS BIDDER

Fill out the appropriate section and strike out the other two.

Corporation: State in which incorporated: _____ Year Incorporated: _____

Official title of person issuing response: _____

Address: _____

Website: _____

Names and Titles of the corporation's officers:

Name	Title
_____	_____
Name	Title
_____	_____
Name	Title
_____	_____

Partnership:

Name of Members	Address
_____	_____
_____	_____
_____	_____
_____	_____

Individual:

Official Name	Address
_____	_____
_____	_____

WAIVER AND RELEASE OF LIABILITY AGREEMENT
READ BEFORE SIGNING
BRING TO MANDATORY PRE-BID

In consideration for the City of Brighton permitting me to submit a proposal on behalf of the company under my signature below for the demolition project at 1517 Whispering Oaks, Brighton, MI (referred to hereinafter as the "subject property"), and in consideration for the City allowing me entry to conduct an inspection of the interior and exterior of the unsafe structures on the subject property for purposes of my submission of such a demolition proposal, I, being the undersigned person, state and agree as follows:

1. I am the employee of the company identified under my signature below who has been designated and authorized by the company to conduct the interior and exterior inspection of the structures on the subject property, and in doing so I am acting in the course and scope of my training and employment with said company; and,
2. I have been fully advised that the City has deemed the structures on the subject property to be dangerous and unsafe, and the City has ordered such structures to be demolished due such conditions. Accordingly, I fully understand that there is a significant risk of serious personal injury and/or death that could result from my entry onto the subject property and into the structures on the subject property; and,
3. I acknowledge and agree that entry onto the subject property and into the structures by myself and with others is inherently dangerous and a high risk activity; and,
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY or others, and I assume full responsibility for and in any way related to my activities on, in and around the subject property and structures thereon; and,
5. If I observe any unusual significant hazard during my presence or activities, I will remove myself from the area and immediately bring such to the attention of the nearest City official and all others present on the subject property at the time; and,
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY WAIVE, RELEASE AND HOLD HARMLESS THE CITY OF Brighton, and all of its officials, officers, directors, agents, employees, volunteers, sponsors, sponsoring agents and advertisers ("City"), WITH RESPECT TO ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERS, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Signer's Printed Name

Signer's Address, City, State, Zip (Print)

Name of Company: _____

Emergency Phone Number: (_____) _____

Date Signed: _____



CITY OF BRIGHTON
REPORT FROM THE CITY MANAGER TO CITY COUNCIL
JULY 7, 2016

**SUBJECT: CONSIDERATION OF TETRA TECH CONTRACT AMENDMENT #349 FOR 2016/2017
RETAINER SERVICES IN THE AMOUNT OF \$12,000**

ADMINISTRATIVE SUMMARY

- The City contracts with Tetra Tech, formerly McNamee, Porter and Seeley, INC., for engineering services under a master contract dated October 1, 1995.
- Contract amendments are brought to City Council for approval as new projects and/or services are identified and fall outside of the original scope of work.
- Contract Amendment #349 facilitates retainer services for 2016/17, including, but not limited to:
 - Site plan coordination meetings prior to site plan submittals.
 - Determination of Act 51 mileage and legal descriptions
 - Attendance at intergovernmental meetings.
 - Reviewing and providing a response to requests for utility service.
 - Responding and troubleshooting the instrumentation and controls issues at the WWTP and WTP.
 - Meeting with and responding to citizen concerns regarding roads, utilities and drainage.
 - Preparing conceptual cost opinions for infrastructure projects for use in budgeting.
 - Attendance at Council and traffic safety advisory board meetings as requested.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to execute Tetra Tech Contract Amendment No. 349 for 2016/17 engineering retainer fees in the amount of \$12,000.

Prepared and

Approved by: Nate Geinzer, City Manager



June 29, 2016

Mr. Nate Geinzer
City of Brighton
200 North First Street
Brighton, MI 48116

**Re: Retainer Services FY 2016/2017
Contract Amendment No. 349**

Dear Mr. Geinzer:

Our existing contract with the City for engineering retainer services expires on June 30, 2016. Pursuant to the City's new 2016/2017 fiscal year and City Council's budgetary goals, we have prepared the attached Contract Amendment for retainer services for the 2016/2017 fiscal year, to be effective beginning July 1, 2016.

We propose an annual retainer service fee of \$12,000 on the basis of \$1,000 per month. Retainer services will consist of miscellaneous services of up to 8 hours per month. These are slight increases from our current contract.

Attendance at City Council, Traffic Safety Advisory Board meetings, and other meetings as requested by City Council and/or staff by our Representative Engineer(s) will be billed at a fixed rate of \$110 per hour in addition to the \$1,000 lump sum monthly fee. Additionally, services requested above the 8 hour per month will also be billed at \$110 per hour. As in the past, project related tasks or more time consuming services will be performed under separate contract amendments, as requested.

Enclosed is Amendment No. 349. If this amendment is acceptable, please sign both copies and return one to our office. We appreciate the opportunity to provide continuing professional services to the City of Brighton.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom'.

Gary J. Markstrom, P.E.
Unit Vice President

:prc
Attachment

cc: Gretchen Gomolka

**CONTRACT AMENDMENT NO. 349
TO OCTOBER 1, 1995 CONTRACT
BETWEEN
THE CITY OF BRIGHTON, MICHIGAN
AND
TETRA TECH**

The amendment listed below is for annual retainer services for the 2016/2017 fiscal year; any subsequent work will be included in future contract amendments.

Amend Section 1 – Basic Services of Engineer

Add the following paragraph to Section 1.2:

Under Amendment No. 349, perform the following services as retainer services:

- Perform engineering services as requested for up to 8 hours per month.
- Perform additional services as requested beyond 8 hours per month, to be billed on an hourly basis.
- Attend occasional meetings as requested by City Council or staff, to be billed on an hourly basis.

The retainer services will be rendered through our representative engineer(s).

Under Amendment No. 349, Engineers' services for the annual retainer commence on July 1, 2016, and expire on the thirtieth day of June 2017. This agreement shall continue to be enforced thereafter on a monthly basis until a written sixty (60) day notice of termination or an acceptable renewal is received by the Engineer.

Amend Section 5 – Payments to Engineer

Add the following paragraph to Section 5.1.1.1:

Under Amendment No. 349, an annual retainer of \$12,000 is to be invoiced on a basis of \$1,000 per month. Additional services performed under this contract amendment shall be billed at a fixed rate of \$110 per hour.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to be executed on this _____ day of _____, 2016.

ATTEST:

City of Brighton
200 North First Street
Brighton, MI 48116
(810) 227-1911

Witness: _____

By: _____
Nate Geinzer, City Manager

TETRA TECH
401 South Washington Square, Suite 100
Lansing, MI 48933
(517) 316-3930

Witness: 

By: 
Gary J. Markstrom, P.E., Unit Vice President