

CITY OF BRIGHTON  
CITY COUNCIL MEETING  
CITY HALL  
October 1, 2015

Regular Blue Sky: 7:00 p.m.: Review of Agenda Items for this evening's meeting

**REGULAR SESSION - 7:30 P.M.**

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Consider approval of the Agenda
5. Approval of [minutes: Special Meeting, Regular Meeting](#) and Closed Session of [September 17, 2015](#)
6. Call to the Public

**Consent Agenda**

7. Request from [TSFR Pizza, LLC to Sell Liquor for Consumption On Premise](#) in accordance with Brighton Code 6-32
8. Consider approval of a staff-recommended [HVAC preventative maintenance proposal for City buildings](#) pursuant to a recent competitive request for proposals (RFP) process subject to the City Attorney's final review & approval

**Policy Development & Customer Communications' action items**

9. Receive report / presentation from Utilities Director regarding the [recently received SAW grant & related next steps](#)
10. Northridge Woods site plan amendment as recommended by the Planning Commission
11. Northridge Ponds site plan amendment as recommended by the Planning Commission
12. Consider discussion of a [recent memorandum from the SELCRA Executive Director & SELCRA Board and then consider providing any related preferred direction or statement of intent for Council Member Gardner to communicate to the SELCRA Board on behalf of the City of Brighton at the October 14<sup>th</sup> SELCRA Board Meeting](#)

**Other Business**

13. Information for City Customers including reports on responses to Citizens Inquiries to City Council received since the last Council Meeting
14. Receive updates from Council Member Liaisons to other Boards and Commissions
15. Call to the Public
16. Adjournment

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF BRIGHTON**  
**HELD ON SEPTEMBER 17, 2015 AT THE BRIGHTON CITY HALL**  
**200 N. 1ST STREET, BRIGHTON, MICHIGAN**

**REGULAR SESSION**

Mayor Muzzin called the Special meeting to order at 6:00 p.m. Following the Pledge of Allegiance, the roll was called, there being present were Mayor Muzzin, Councilmembers Bandkau, Bohn, Tobbe, Pipoly and Gardner. Also in attendance were Staff members Dana Foster and Jennifer Burke and an audience of 1.

**CALL TO THE PUBLIC**

Mayor Muzzin gave a Call to the Public at 6:01 p.m. Hearing no comment, the Call to the Public was closed.

**CITY MANAGER SEARCH PROCESS RECRUITMENT PROFILE**

MML Lead Executive Recruiter, Kathie Grinzinger asked Council what they would like to see in the City Manager Search Process Recruitment Profile.

City Council gave input and suggestions.

**ADJOURNMENT**

It was moved by Mayor Pro-Tem Pipoly, seconded by Bohn to adjourn the meeting at 7:00 p.m. Motion passed 6-0-1.

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Jennifer Burke, Deputy City Clerk

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Jim Muzzin, Mayor

**MINUTES OF THE MEETING OF THE CITY COUNCIL OF BRIGHTON**  
**HELD ON SEPTEMBER 17, 2015 AT THE BRIGHTON CITY HALL**  
**200 N. 1ST STREET, BRIGHTON, MICHIGAN**

**BLUE SKY SESSION**

The Council conducted a Blue Sky Session at 7:00 p.m. Present were Mayor Muzzin, Councilmembers Bandkau, Pipoly, Tobbe, Bohn and Gardner. The Council discussed the City Manager Search Process Recruitment Profile and reviewed the agenda items.

**REGULAR SESSION**

Mayor Muzzin called the regular meeting to order at 7:32 p.m. Following the Pledge of Allegiance, the roll was called. Present were Mayor Muzzin, Councilmembers Pipoly, Bandkau, Bohn, Tobbe and Gardner. Also in attendance were Attorney Brad Maynes, Engineer Gary Markstrom, Staff members Dana Foster, Jennifer Burke, Dave Blackmar, Tom Wightman, Kelly Hanna and an audience of 12. Press and media included Tom Tolen from WHMI.

It was moved by Councilmember Bandkau, supported by Gardner to excuse Councilmember Willis from the evening's meeting. Motion passed 6-0-1.

**AGENDA APPROVAL**

It was moved by Mayor Pro-Tem Pipoly seconded by Tobbe to approve the agenda with the following changes: add item #6a, Continuation of City Manager Search Process Recruitment Profile and move Item #8, Lien Resolution to Action Agenda. Motion passed 6-0-1.

**RECOGNITION PRESENTATION FOR NANCY JOHNSON'S RETIREMENT**

Mayor Muzzin read and presented a Proclamation to Brighton District Library Executive Director, Nancy Johnson for her retirement.

Nancy Johnson thanked Council and Staff.

**CITY MANAGER SEARCH PROCESS RECRUITMENT**

MML Lead Executive Recruiter, Kathie Grinzinger continued her discussion with Council regarding the City Manager Search Process Recruitment Profile.

**MINUTE APPROVAL**

It was moved by Mayor Pro-Tem Pipoly, seconded by Bandkau to approve the Regular Meeting minutes of September 3, 2015 as presented. Motion passed 6-0-1.

It was moved by Councilmember Tobbe, seconded by Pipoly to approve the Closed Session minutes of September 3, 2015 as presented. Motion passed 6-0-1.

### **CALL TO THE PUBLIC**

Mayor Muzzin opened the Call to the Public at 8:03 p.m. The Following comment was heard:

Rich Perlberg, spoke regarding the upcoming library millage.

Pat Cole recommended the City update the City Charter to elect a City Manager as opposed to expenses involved with recruitment. She discussed SELCRA and the duties and responsibility for Councilmember liaisons.

Joyce Powers, 982 Hickory Drive, expressed her appreciation for the library and discussed SELCRA.

Hearing not further comment, Mayor Muzzin closed the Call to the Public at 8:17 p.m.

### **LIEN FOR UNPAID FALSE ALARM FINES**

Motion by Councilmember Gardner, supported by Bandkau to approve Resolution 15-14, Lien for unpaid false alarm fines. A roll call vote was taken: Yes: Bohn, Pipoly, Muzzin, Bandkau, Tobbe, Gardner. No: none. Absent: Willis. Motion passed 6-0-1.

### **NORTH 2<sup>ND</sup> STREET INFRASTRUCTURE IMPROVEMENTS**

Gary Markstrom, City Engineer gave a brief overview of the 2<sup>nd</sup> Street Project.

Council discussed the proposed North 2<sup>nd</sup> Street Infrastructure Improvements and suggested to move forward with the second phase with public input.

### **CITY CUSTOMER INFORMATION**

Department of Public Works Director, Dave Blackmar updated the Council on leaf collection.

Dana Foster thanked the Chamber for the Smokin' Blues & Jazz Festival. He asked for a moment of silence in honor of Reserve Officer Doug Roberts.

Mayor Muzzin gave a BAFA update and discussed the Mayor of Detroit interview.

Councilmember Gardner gave a SELCRA update.

### **CALL TO THE PUBLIC**

Mayor Muzzin gave a Call to the Public at 9:16 p.m. The following comment was heard:

Pat Cole stated she did not get a response to her first inquiry regarding liaisons to boards and commissions.

Hearing no further comment, the Call to the Public was closed.

City Council  
September 3, 2015  
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Mayor Muzzin stated that Council provided a response to Ms. Cole's liaisons inquiry, which was discussed in detail.

**CLOSED SESSION**

It was moved by Mayor Pro-Tem Pipoly, seconded by Bandkau to go into Closed Session at 9:22 p.m. to discuss Attorney/Client written communication. A roll call vote was taken. Yes: Bohn, Pipoly, Muzzin, Bandkau, Tobbe, Gardner. No: none. Absent: Willis. Motion passed 6-0-1.

The Council convened into Closed Session at 9:24 p.m.

The Council reconvened the Regular Meeting at 9:35 p.m.

**ADJOURNMENT**

It was moved by Councilmember Tobbe, seconded by Pipoly to adjourn the meeting at 9:35 p.m. Motion passed 6-0-1.

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Jennifer Burke, Deputy City Clerk

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Jim Muzzin, Mayor

**POLICY REPORT NO. BPD 15-02**  
**REQUEST TO SELL LIQUOR FOR CONSUMPTION ON PREMISE**  
**8605 W. GRAND RIVER, BRIGHTON**  
**OCTOBER 1, 2015**

Prepared by:

Thomas Wightman  
Chief of Police

Reviewed by:

Dana W. Foster  
City Manager

**ISSUE:**

TSFR Pizza, LLC (dba MOD Pizza) is requesting City Council approval to conduct sales of liquor for consumption on premises at 8605 W. Grand River, Brighton, Michigan.

**BACKGROUND:**

TSFR Pizza, LLC (dba MOD Pizza) has applied to the Michigan Liquor Control Commission (MLCC) to transfer a Class C liquor License from Pikunas Enterprises, LLC in Hamburg to their new restaurant location which is being constructed in the City of Brighton. The applicant will also be requesting from MLCC a Sunday sales permit, an outdoor service permit, and an SDM license to sell beer & wine for off premise consumption. The license will be corporate owned.

TSFR Pizza, LLC is part of Team Shostak Family Restaurants, which owns 66 Applebee's Restaurants throughout Michigan. The company plans to open as many as 25 additional MOD Pizza locations throughout the state.

The police department's investigation indicates that if approved, the applicant will be in compliance with the City of Brighton code of ordinances regarding sale of alcoholic liquors, specifically sections 6-31 through 6-41. The required fees relative to an alcohol license have been paid to the City. The business is subject to final site plan approval and will require a final site inspection prior to issuance of a Certificate of Occupancy.

**BUDGET IMPACT:**

None.

**COUNCIL ACTION:**

The City of Brighton Code of Ordinances sections 6-31 through 6-41 require approval of the Brighton City Council for the applicant to conduct sales of alcohol within the City. Additional MLCC permits may require future approval of City Council if required by MLCC.

**STAFF RECOMMENDATION:**

The Police Department recommends approval of the request.

**ATTACHMENTS:**

Notice from Michigan Liquor Control Commission.



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

MIKE ZIMMER  
DIRECTOR

September 9, 2015

City Clerk  
Brighton City  
[lowed@brightoncity.org](mailto:lowed@brightoncity.org)

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#: 811249**

**Transfer ownership and location of 2015 Class C License**

**Name of applicant(s): TSFR Pizza LLC**

**Business address and phone: SE Corner Grand River & Brookside, Brighton, MI 48116**

**Home address and phone number of partner(s)/subordinates:**

1. TSFR Pizza Holdings, LLC-17800 Laurel Park Drive, Suite 200C, Livonia, MI 48152 B-(248) 262-1000

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the 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 enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

**POLICY REPORT**  
**DEPARTMENT OF PUBLIC WORKS**

**Prepared by:**

**Reviewed by:**

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**Dave Blackmar**  
**DPW Director**

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**Dana W. Foster**  
**City Manager**

**ISSUE:** To consider awarding a three-year contract to Guardian Environmental Services, Inc. (GES) for the performance of preventative maintenance of Heating, Ventilation and Air Conditioning (HVAC) equipment, for City of Brighton buildings, specifically City Hall, Community Center, COBACH, Police Department, and DPW, with the ability to extend for two years pursuant to effective performance of their service.

**STAFF RECOMMENDATION:** To award the three-year contract to GES for the preventative maintenance of HVAC equipment for City of Brighton buildings, specifically City Hall, Community Center, COBACH, Police Department, and DPW, with the ability to extend for two years pursuant to effective performance of their service. The annual cost of the preventative maintenance work is \$3,950 per year (done on a bi-annual basis). Per hour rates for additional maintenance and emergency work is \$94 per hour straight time, \$118 per hour overtime, and \$160 per hour for double time and holidays.

**BACKGROUND:** A request for Proposals was prepared for this service and three proposals were received. The results were reviewed internally and it was determined that awarding the contract to GES was in the best interests of the City of Brighton.

**BUDGET IMPACT:** The awarding of the new contract increases the annual HVAC costs city-wide by \$1,550 per year. By entering into this contract with GES, the HVAC preventative maintenance costs will be guaranteed for three years, and possibly an additional two years if the contract is extended.

**RELATIONSHIP TO 2015/2016 GOALS:** N/A

**COUNCIL ACTION:** To award Guarding Environmental Services, Inc. a three-year contract for the performance of preventative maintenance of Heating, Ventilation and Air Conditioning equipment, for City of Brighton buildings, specifically City Hall, Community Center, COBACH, Police Department, and DPW, with the ability to extend for two years pursuant to effective performance of their service at an annual cost of \$3,950.

**Attachments:** Completed and submitted RFP.

Date Issued: September 8, 2015

**CALL FOR PROPOSALS  
INSTRUCTION AND SPECIFICATIONS**

The City of Brighton will receive proposals, Monday through Friday, 8:00 a.m. to 4:00 p.m. at the City Hall, 200 N. First Street, Brighton, MI 48116. **Proposals will be accepted until 4:00 p.m., September 16, 2015** for furnishing the supplies or services specified herein.

**SPECIFICATIONS MUST BE MET AT THE TIME INDICATED ABOVE:**

SUBMITTALS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

**“HVAC AND MECHANICAL REPAIR SERVICE 2015”**

ATTN: Dave Blackmar, Director  
Department of Public Works

The City reserves the right to accept or reject any or all proposals, to waive minor technicalities and to accept or reject any item of any proposal.

**SUBMIT PROPOSALS TO:**

City Hall  
200 N. First Street  
Brighton, MI 48116

**OBTAIN INFORMATION FROM:**

David Blackmar  
DPW Director  
(810) 225-8001

The documents constituting component parts of this contract.

- CALL FOR PROPOSALS
- INSTRUCTIONS, TERMS AND CONDITIONS
- SCOPE OF WORK
- CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**

Contractors MUST submit two (2) copies of the total proposal. Upon award of the contract, the successful contractor will receive a copy of the executed contract. A CITY OF BRIGHTON PURCHASE ORDER is necessary to begin performance under this contract.

DANA W. FOSTER  
CITY MANAGER

**CITY OF BRIGHTON “HVAC AND MECHANICAL REPAIR SERVICE 2015”**

**{1 OF 3}**

THIS AGREEMENT, made between (Contractor) hereinafter called the "Contractor" and the City of Brighton, 200 N. First Street, MI 48116 hereinafter called the "City".

WITNESSETH, that the Contractor & the City, for considerations hereinafter named, agree as follows:

**GENERAL INFORMATION:**

**CONTRACT START-UP:**

The approved contractor **shall begin immediately** from receipt of the written notice to proceed and purchase order.

**LENGTH OF CONTRACT:**

The contract shall be in effect for a three (3) year period except that there will be an option to renew for two (2) years. Renewal of the contract is subject to agreement by both parties.

**BID RESPONSE:**

Vendor must make sure that the **costs stated in this RFP will be valid for the three-year period.**

**EMERGENCY CONTACTS:**

The Contractor shall provide a written list of qualified personnel including phone numbers that will allow the City's personnel to request service 24 hours-a-day, 7 days-per-week during the duration of this contract.

**QUALITY ASSURANCE PROGRAM:**

The Contractor shall provide a Quality Assurance Program for provision of HVAC Repair and Maintenance in each indicated building of service. Provider to develop such program and add copy of such program to submission under this RFP. Program to respond to client concerns and/or issues at any given building in a manner that it can be responded to by provider with evidence of such concern having been addressed.

**GOALS & OBJECTIVES:**

The City is seeking contract pricing for air filtration systems and HVAC (heating, ventilation, air conditioning) preventive maintenance and repair for various buildings/facilities within the City. Preventive maintenance and repairs may include, but not be limited to, pneumatic control systems, electronic control systems, digital control systems, industrial chillers, commercial size boilers, and air handling units. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work.

**SCOPE OF WORK:**

Contractor shall complete all work as identified on the enclosed *proposal worksheet*.

**"HVAC AND MECHANICAL REPAIR SERVICE 2015"**

**{ 2 OF 3 }**

**REFERENCES:**

All vendors submitting a proposal to the City must include a list of current users with the same or similar program you are proposing to the City. The references will include users that have multiple locations in separate buildings. A contact name and telephone number and/or e-mail addresses will be included for each reference.

**INSURANCE:**

Insurance shall be provided as follows:

Automobile/motor vehicle liability and property damage insurance of at least \$1.0 million dollars combined single limit. The City shall be named as an additional insured.

General liability insurance of at least \$1.0 million dollars combined single limit. The City shall be named as an additional insured.

Worker's Compensation insurance as required by the State of Michigan.

The contractor shall hold the City harmless from all damages and shall provide documentation naming the City as co-insured.

**FAILURE TO PERFORM:**

Should the contractor fail to perform under the terms of the agreement, the Public Works Director shall notify the contractor of the corrective action needed. The contractor shall have five (5) calendar days from such notification to correct the failure to perform.

If the contractor continues to have problems meeting the agreement performance requirements the City Manager may recommend to City Council that the agreement be terminated. City Council shall make the final decision on the termination of the contract.

**CONTRACT SEPARATION:**

Either party may terminate the contract. Notice of cancellation must be made in writing and must be provided 30 days prior to the date the contract will be terminated.

**AWARD:**

The City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the City may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's specifications and needs.

It is the intention of the City to award the entire bid to one contractor.

**COMPENSATION:**

The contractor shall invoice the City at the completion of work as it is provided. The City shall pay the contractor within 30 days from the date of invoice submittal upon the DPW Director's authorization and final acceptance of the work performed.

**"HVAC AND MECHANICAL REPAIR SERVICE 2015"**

LOCATION: N/A

PROJECT #: HVAC1501

BASIS FOR ESTIMATE:  CONCEPT  PRE.  FINAL

ESTIMATOR: DCB

SCOPE OF WORK:

CHECKED BY: \_\_\_\_\_

The goal of this Request for Proposal is to find a dependable HVAC service that is effective and responsive to our needs.

NO	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	All state, county, and local licenses and/or certificates to prove the vendor's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2	Vendors must have at least five (5) years of experience in the commercial HVAC business.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3	The contractor shall be available for emergency calls on a twenty-four (24) hour basis, seven days a w	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4	The contractor shall respond and commence work within one (1) hour or less for emergency repairs.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
5	The contractor shall respond and commence work within two (2) hours or less for regular repairs which may include but not be limited to equipment malfunctions.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6	All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7	Contractor will assist City personnel in making repairs to eliminate or reduce downtime of vital HVAC/Mechanical systems at various City facilities.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8	The successful bidder must have demonstrated satisfactory service to major customers in the Brighton area. A list of these major customers must be made available with the bid submittal.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
9	All parts and repair work under this contract must conform to manufacturer's specifications.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>BI-ANNUAL PM CHARGES PER BUILDING:</b>				
1	CITY HALL                      200 N. 1ST ST.                      [2 units - 25 & 10 ton]	,500 7	sf	\$ 425. <sup>00</sup>
2	COMMUNITY CTR.              555 BRIGHTON ST.              [1 boiler, 3 air handlers]	,550 5	sf	\$ 275. <sup>00</sup>
3	OLD TOWN HALL              202 W. MAIN                      [1 unit, 1 dehumidifier]	,500 1	sf	\$ 200. <sup>00</sup>
4	POLICE BUILDING              440 S. 3RD ST.                      [8 units, 1 infrared]	,600 10	sf	\$ 700. <sup>00</sup>
5	DPW COMPLEX                      420 S. 3RD ST.                      [4 units, 6 infra red]	n/a	n/a	\$ 375. <sup>00</sup>
<b>GRAND TOTAL:</b>				\$ 1975. <sup>00</sup>
				\$ 3,950. <sup>00</sup> / CR
<b>MISCELLANEOUS:</b>				
	All required permits shall be the sole responsibility of the approved bidder.	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	All required insurance shall be provided prior to start-up	n/a	n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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SUBMITTED BY: Steve Nowak

DATE: 9-14-15

PHONE #: 734-679-4791

AUTHORIZED BY: Steve Nowak Service Coordinator  
{SIGNATURE/TITLE}

Each bidder must indicate the total hourly wage rate to be charged to the City for each worker. Straight time and overtime hourly wage rates will not be accepted. The hourly wage rate charged to the City will include all wage classes, service truck and any tools necessary to perform the particular job. Each bidder must indicate the percent mark-up from actual procurement costs for all parts supplied under this contract. Copies of parts invoices or other appropriate documentation must be supplied with the contractors invoice to support these procurement costs.

**PROPOSAL DEADLINE:**

All interested Company's shall submit their proposals **no later than 4:00 p.m., September 16, 2015** and identified as follows;

RE: HVAC AND MECHANICAL REPAIR SERVICES 2015  
Attention: David Blackmar

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

=====

**SIGNATURE SECTION:**

Steve Nowak  
Signature

Guardian Environmental Services  
Company Name

Steve Nowak  
Print Name

34400 Glendale Ave  
Company Address

Service Coordinator  
Title

Livonia, MI 48150  
City St. Zip

9-14-15  
Date

734-513-9560  
Fax #

734-513-9500  
Telephone #

38-251-3074  
Federal Tax ID #

Steven@hvac-ges.com  
Email Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

:db/  
ref;bd\HVACRepairService2015-Bid.doc

**CITY OF BRIGHTON  
REQUEST FOR PROPOSALS**



9-10-2015

Quote # 39134

City of Brighton  
200 N. First Street  
Brighton, MI 48116  
Dave Blackmar

**SUBJECT:** Planned Maintenance Contract

Guardian Environmental is pleased to offer a planned maintenance agreement for City of Brighton. Includes – City Hall, Community Center, Old Town Hall, Police Building, and DPW Complex

Proposed Contract – 2015-2016

Contract amount - \$3950.00 per year - \$1975.00 per visit

This contract is good for 3 years and if both parties agree it will have a 2 year extension option after that

We will also give preferential service over non-contract customers, as well as a discount on labor and material for additional services. There is a 1.5 hour minimum on a service call, but we don't have a service fee or trip fee.

Discounted Service Rates –

\$ 94.00 per hour straight time

\$118.00 per hour overtime

\$160.00 per hour double time and holidays

Material Mark Up – 15%

This agreement will work to maintain equipment in good operation condition thus helping to avoid the inconvenience of costly breakdowns

**Hours of work:** This proposal assumes free access to the site to perform our work within normal working hours Monday thru Friday.

**Terms:** Due upon receipt of invoice

We would ask that you please provide contact person and ship to address for accounts payable for this contract, and the contact person and ship to address for the inspection checklist, which we will submit after each inspection.

Respectfully,  
GUARDIAN ENVIRONMENTAL SERVICES, INC.

Steve Nowak  
Service Coordinator

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## City of Brighton Locations and Equipment

### **DPW Office / Garage / Cold Storage –**

Office - Trane 90% furnace, Trane A/C, April air 2210 filter, zone system (2 zones)

Garage – 6 Gordon Ray tube heaters

Cold storage – 3 unit heaters

### **Maintenance Performed-**

#### **Office-**

Replace air cleaner filter annually ( Lasts a year) check electrical, amp draw motors, clean flame sensor, check safeties, check venting, check inducer motor, check ignitor, clean condensate trap, check zone dampers and panel, check thermostats, check heat exchanger, **clean condenser coil**, check refrigerant pressures, check contactors, and overall system performance

#### **Garage –**

Cycle tube heaters from thermostats and note any issues

#### **Cold storage –**

Cycle unit heaters from thermostats and note any issues

### **Cobach Building –**

Payne 95% furnace, Comfortmaker a/c, Wave dehumidifier

### **Maintenance Performed –**

Replace filter each visit, check electrical, amp draw motors, clean flame sensor, check safeties, check venting, check inducer motor, check ignitor, clean condensate trap, check zone dampers and panel, check thermostats, check heat exchanger, **clean condenser coil**, check refrigerant pressures, check contactors, and overall system performance

Cycle dehumidifier and check operation

### **City Hall –**

York Package Roof top unit with Meridan zone system, Lennox package roof top unit

### **Maintenance Performed –**

Replace filters each visit, Replace belts annually, Clean metal economizer screens annually, check economizer operation, check electrical, amp draw motors, clean flame sensor, check safeties, check inducer motor, grease motor and blower bearings, check zone dampers and panel, check thermostats, check heat exchanger, **clean condenser coil**, check refrigerant pressures, check contactors, and overall system performance

### **Police Station –**

4 York 90% furnaces and a/c's, 4 Carrier 90% furnaces and a/c, 1 Liebert

### **Maintenance Performed –**

Replace 4'' media filters on every visit, Clean Liebert filter, check electrical, amp draw motors, clean flame sensor, check safeties, check venting, check inducer motor, check ignitor, clean condensate trap, check thermostats, check heat exchanger, **clean condenser coil**, check refrigerant pressures, check contactors, and overall system performance

### **Community Center –**

3 air handlers, 3 a/c, and 1 raypak boiler

### **Maintenance Performed –**

Replace filters each visit, check electrical, amp draw motors, clean flame sensor, check safeties, check venting, check inducer motor, check ignitor, clean condensate trap, check zone dampers and panel, check thermostats, check heat exchanger, **clean condenser coil**, check refrigerant pressures, check contactors, and overall system performance. Perform CSD-1 test on boiler and leave form filled out on site

# Planned Maintenance Agreement

**Scope:** Guardian Environmental Service, Inc. agrees to provide a team of qualified and experienced service technicians to complete the scope of services: Furnish materials and labor to complete maintenance on City Hall, Community Center, Old Town Hall, Police Department, and DPW Complex

**Definition:** Specifically tailored schedule of maintenance routines, intended to maintain your HVAC equipment in operational condition

**Goal:** Maintain the same high level of comfort from the system, as the designer intended

Expand the useful life of your HVAC equipment with a comprehensive maintenance program

Lower energy costs by maintaining the HVAC equipment at peak operation efficiency

Reduce costs and aggravation of emergency breakdowns

Stop minor repairs from growing into major ones

**Extra Benefits:** After each maintenance / service visit we will email forms with what we did and found on each piece of equipment. Our technicians all use ipads to fill out invoices and submit work orders, so the information will be available immediately after the maintenance / service is performed. The technicians will also be able to pull history of each unit while on site to see who worked on it and what was done.



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

September 16, 2015

Mr. Dana Foster, City Manager  
City of Brighton  
200 North First Street  
Brighton, Michigan 48116

Dear Mr. Foster:

SUBJECT: Notice of Grant Application Approval  
City of Brighton  
Wastewater and Stormwater Asset Management Plans  
SAW Grant Project Number 1195-01

The Michigan Department of Environmental Quality (DEQ), pursuant to Parts 52 and 53, Clean Water Assistance, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), has reviewed your Stormwater, Asset Management, and Wastewater (SAW) Grant Application received on December 2, 2013, and determined that the application is administratively complete. The DEQ has determined that the city of Brighton is eligible to receive grant assistance as provided by Part 5204(4)(b), of the amended NREPA and hereby approves the application. Exhibit A, attached, identifies the DEQ approved grant amount along with the approved project scope, budget items with approved project costs, effective grant period (start/end dates), and ineligible services, if any.

By copy of this letter, we are requesting the Michigan Finance Authority (MFA), who will also receive a copy of your SAW Grant Application, to prepare a grant agreement for the amount stated in the attached exhibit for signature under the provisions set forth in Part 5204(4)(b), of the NREPA, as amended.

You may anticipate the grant award in November 2015. Should you have any questions about this project, please contact the project manager, Mr. Eric Pocan, by phone at 517-284-5416, e-mail at pocane@michigan.gov, or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741, or you may contact me.

Sincerely,

Sonya T. Butler, Chief  
Revolving Loan Section  
Office of Drinking Water and Municipal Assistance  
517-284-5433

Attachment

cc/att: Ms. Mary G. Martin, Executive Director, MFA (w/copy of SAW Grant Application)  
Mr. Gary Markstrom, Tetra Tech, Lansing  
Mr. Alan J. Lambert, Assistant Attorney General, Office of Attorney General  
Mr. Brent Bodnar, DEQ-WRD, Lansing District Office  
Mr. Eric Pocan and Ms. Debbie Martinson, DEQ-ODWMA

**SAW Grant Program****Exhibit A**

Grantee: City of Brighton

Project Name: Wastewater and Stormwater Asset Management Plans

DEQ Approved Grant Amount: \$524,880 (Five Hundred Twenty-four Thousand Eight Hundred Eighty Dollars)

Time Period for Eligible Costs: Start Date January 2013

End Date October 2018

Description of Approved Project Scope:

Preparation of wastewater and stormwater asset management plans.

<b>DEQ Approved Project Costs</b>	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$414,100*
5. Stormwater Asset Management Plan Costs	\$169,100*
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$583,200
10. LESS Local Match ( <i>if applicable</i> )	\$58,320
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$524,880

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

\* GIS software and training estimate exceeded the \$85,000 limit for population range of 5,001 to 20,000 by \$2,600.



MEMORANDUM

TO: SELCRA Board, Municipal Managers
FROM: SELCRA Director
DATE: September 23, 2015
RE: Dissolution of SELCRA

At the September 9, 2015, SELCRA Board meeting a motion was carried to "have Director Smith look into the Articles of Incorporation for steps towards the dissolution of SELCRA." The motion was made following discussion and the intent of SELCRA being 'merged' into Brighton Area Schools/Community Education.

As I interpret the below articles pertaining to dissolution or withdrawal, unless all municipalities concur to the dissolution of the Authority (Article XVII), each municipality would have to (or not) pass a resolution to 'withdraw' from the authority (Article XV) 6 months prior to the end of SELCRA's fiscal year June 30, 2015 (withdraw by December of 2015).

It is my recommendation that each municipality discusses the motion and their Council/ Board of Trustees position regarding the dissolution/withdrawal of SELCRA prior to the Authority's October 14, SELCRA Board meeting. At which time, the SELCRA Board will need to give the SELCRA Administration direction regarding action to be taken pertaining to each municipality, the Authority and Brighton Area School District.

I am available to be in attendance and any and/or all meetings to answers questions regarding the Authority's position, and/or the motion as it pertains to the articles.

If all participating municipalities do not concur to the dissolution:

Per the SELCRA First Amended Articles of Incorporation, January 16, 2012:

Page 7 of 12, ARTICLE XV, WITHDRAWAL OF PARTICIPATING MUNICIPALITY

A participating municipality may withdraw from the Authority by resolution of the municipality's legislative body approving the withdrawal, a certified copy of which resolution shall be provided to the Board not less than six (6) months prior to the end of the fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority. Once the Authority receives a certified copy of the resolution approving the withdrawal of a participating municipality, and continuing until the actual withdrawal, the Authority shall not be allowed to expend funds or incur

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obligations other than as already budgeted by the Authority in its current fiscal budget, unless both of the withdrawing municipality's representatives to the Board concur in the action.

A participating municipality that withdraws from the Authority shall remain liable for a percentage of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The percentage of the Authority's debts for which a withdrawing municipality remains liable shall be a) the same percentage as that participating municipality's percentage of the funding of the Authority as set forth in Article XIII.A.(i), if the participating municipalities at the time of withdrawal are directly funding the Authority's budget; or b) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal, if the Authority is funded by a levy.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

**If all participating municipalities do concur to the dissolution:**

Per the SELCRA First Amended Articles of Incorporation, January 16, 2012:

Page 8 of 12, ARTICLE XVII, DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality at the time of such dissolution. Prior to dissolution of the Authority any outstanding indebtedness of the Authority shall be paid.

Any real estate, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned or operated by the Authority shall revert back to the originating municipality. Any other real estate owned by the Authority shall be sold and the proceeds distributed according to the 1) formula set forth in Article XIII, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget; or (2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution, if the Authority is funded by a levy.

In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or real property purchased with such funds, which are subsequently distributed to the

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*participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.*

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