Brighton City Council Meeting

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

This meeting will be conducted electronically.

Please visit the City website or the notice posted at City Hall for Zoom Meeting login instructions.

REVISED Regular Meeting October 7, 2021 – 7:30 p.m.

AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Consider Approval of the Agenda
- 5. Consider Approval of Consent Agenda Items

Consent Agenda Items

- a. Approval of Minutes: Regular Session of September 16, 2021
- b. Approval of the Annual Purchase of 75 Iron Scales Anti-Phishing Email Add-ons for \$4,200 Along with a Budget Amendment for use of \$4,200 in General Fund Balance to Cover the Costs

Correspondence

- 6. Call to the Public
- 7. Staff Updates
- 8. Updates from Councilmember Liaisons to Various Boards and Commissions
- 9. Conversation with Corrigan Oil Regarding August 24th Diesel Spill

Public Hearing

10. Conduct a Public Hearing for Proposed Ordinance Number 597: Intoxicating Liquors Amendments to Chapter 58 Section 58-2 of the City of Brighton Code of Ordinances

New Business

- 11. Consider Approval of Site Plan 21-11, HyperShine Car Wash, With the Condition the Applicant Addresses the Remaining Comment Described on the Tetratech Engineer Review dated 9/17/2021
- 12. Consider Approval of Resolution #2021-20 to Introduce First Reading and Set a Public Hearing of October 21, 2021 for Proposed Ordinance Number 598: Code of Ethics of the City of Brighton Code of Ordinances
- 13. Consider Approval of Proposal from Absolute Security & Investigations for Security Cameras and Associated Equipment at City DPS Buildings and Parking Lots in the Amount of \$58,400
- 14. Possible Action Resulting from Closed Sessions

Other Business

- 15. Call to the Public
- 16. Adjournment



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON SEPTEMBER 16, 2021

1. Call to Order

Mayor Pipoly called the meeting to order at 7:30 p.m.

2. Pledge of Allegiance

Mayor Pro Tem Gardner led in the Pledge of Allegiance.

- 3. Roll Call
- 4. Consider Approval of the Agenda

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to approve the agenda as amended adding item 12a for discussion. **The motion carried without objection by roll call vote.**

5. Consider Approval of Consent Agenda Items

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Pettengill to approve the consent agenda as presented. **The motion carried without objection by roll call vote.**

Consent Agenda Items

- a. Approval of Minutes: Study Session of September 2, 2021
- b. Approval of Minutes: Regular Session of September 2, 2021
- c. Approval of Minutes: Closed Sessions of September 2, 2021
- d. Approval to Purchase of Two City of Brighton Police Department Patrol Vehicles
- e. Approval of the Annual Purchase of Licensing for the Microsoft 365 Suite of Products for \$21,554.05
- f. Reappointment to Various Boards and Commissions

Correspondence

6. Call to the Public

Mayor Pipoly opened the Call to the Public at 7:34 p.m.

Jordan Genso, 1628 Woodlake, discussed the County's reapportionment committee meeting and relayed the committee will meet again on September 27, 2021 at 9:00 a.m. Several maps are being proposed, one of which will split the City into two districts.

Mayor Pipoly closed the Call to the Public at 7:36 p.m.

7. Staff Updates

Sergeant Pirochta noted officer candidate Robert Powers' background check has been completed and is anticipated to be sworn in shortly.

IT Director Mike Pitera updated the City's firewall and notified City Council that a new anti-phishing program, Iron Scales will be presented at the next meeting for consideration.

Director Goch discussed and gave a brief update on the Northwest Neighborhood and Rickett Road projects.

Councilmember Emaus asked if an alternate route should be planned for the November 6, 2021 parade. Director Goch indicated the project should be completed by then but advises an alternate plan should be discussed as a

City Council Regular Meeting September 16, 2021 Page 2

backup.

Manager Geinzer noted that Corrigan Oil has received the okay to pull the diesel containment barriers from the Millpond and a close out report will be sent by EGLE.

8. Updates from Councilmember Liaisons to Various Boards and Commissions

Councilmember Emaus reported the Brighton Veterans Memorial Committee met on September 15, 2021 and have planned to proceed with planning for the Veterans Day Parade. With construction in the area, a secondary route will be planned to ensure the parade is not interupted. A small ceremony will be held at the Memorial/AMP at 11:00 a.m. on November 6, 2021 at the end of the parade.

Councilmember Muzzin met with the Brighton Area Fire Authority on September 9, 2021 and approved the 2021/2022 snow removal contractor for all Fire Authority properties. The Fire Authority held a 9/11 20th Anniversary Tribute at the Grand River fire hall. Mayor Pipoly, Senator Theis, and Sherriff Murphy spoke during the tribute. There will be a fire hall open house on Saturday, October 9, 2021, please visit the Brighton Area Fire Authority Facebook page for details.

Mayor Pro Tem Gardner stated the Brighton Arts and Culture Commission (BACC) has not met but will be meeting on October 12, 2021 to discuss the transition from the BACC to Community Engagement Committee.

Councilmember Tobbe attended the recent SEMCOG broadband conference.

Mayor Pipoly, as noted previously, spoke during the 9/11 Tribute and was happy to see several amazing bands at the recent Smokin' Jazz and BBQ Blues festival.

New Business

 Consider Approval of Resolution #2021-19 to Introduce First Reading and Set a Public Hearing of October 7, 2021 for Proposed Ordinance Number 597: Amendments to Chapter 58 Section 58-2 of the City of Brighton Code of Ordinances

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to approve of resolution #2021-19 to introduce first reading and set a public hearing of October 7, 2021 for proposed ordinance number 597: amendments to Chapter 58 Section 58-2 of the City of Brighton Code of Ordinances. **The motion carried by roll call vote with Councilmember Bohn voting not.**

10. Consider Approval of Motor City Truck Collision to Rebuild and Refurbish the Cab of the Articulated Wheel Loader in an Amount not to Exceed \$20,000

Motion by Councilmember Tobbe, seconded by Councilmember Emaus to approve of Motor City Truck Collision to rebuild and refurbish the cab of the articulated wheel loader in an amount not to exceed \$20,000. **The motion carried without objection by roll call vote.**

11. Consider Approval of Engineering Services Proposal from Hubbell, Roth & Clark Inc. for the 2021 Sewer Lining Program in an Amount not to Exceed \$24,980

Motion by Councilmember Muzzin, seconded by Councilmember Pettengill to approve of engineering services proposal from Hubbell, Roth & Clark Inc. for the 2021 sewer-lining program in an amount not to exceed \$24,980. **The motion carried by roll call vote, with Councilmember Tobbe voting no.**

12. Consider Approval of the Lyon Mechanical Base Bid and Alternate 1 proposal for HVAC Replacement at the Challis Water Plant in an amount not to exceed \$40,000.

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Pettengill to approve of the Lyon Mechanical Base Bid and alternate 1 proposal for HVAC replacement at the Challis Road water plant in an amount not to exceed \$40,000. **The motion carried without objection by roll call vote.**

Other Business

12a. Staff Seeking Direction on the Northwest Neighborhood Project

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City staff proposed a cost saving change to the Northwest Neighborhood Project that will be clearly communicated to residents in the area. City Council expressed their support.

13. Call to the Public

Mayor Pipoly opened the Call to the Public at 8:34 p.m.

Susan Bakhaus spoke regarding mast arm replacement.

Mayor Pipoly closed the Call to the Public

Manager Geinzer noted there are no issues with the current mast arms, they are in working order.

14	Δdi	iourn	me	nt

Tara Brown, City Clerk

Motion by Councilmember	Emaus, seconded by Mayor Pro	o Tem Gardner to adjourn tl	ne meeting at 8:36 p.m. The
motion carried without ob	jection by roll call vote.		

Shawn Pipoly, Mayor

SUBJECT: APPROVAL OF IRON SCALES ANTI-PHISHING – EMAIL SYSTEM ADD-ON

BACKGROUND

- The City of Brighton has been researching an email security platform to increase our defenses against BEC (Business Email Compromise) Threats, Employee Impersonations, Spear Phishing, Credential Theft, and Internal Phishing.
- Research has landed on a product called Iron Scales

ADMINISTRATIVE SUMMARY

- Iron Scales is cloud native and is installed within our Microsoft Email system. The system continuously learns, detects, and remediates advanced threats at the mailbox level before and after email delivery.
- The user will have the ability to manage their own emails labeling potential messages as a threat. Each email will be scanned and will include a notification header if the email is safe or a potential threat.
- Emails that are labeled as potential threats can be managed in the Web Based Administration to allow the Admin to label or release false positive messages or contain a blast phishing email, removing the threat from multiple accounts will one click.
- The option the City is interested in purchasing is the "Core Ultimate version", and includes:
 - o BEC Protection
 - o Auto Phishing Incident Response
 - Collaborative Threat Hunting
 - o Advanced Malware and URL Protection
 - o Premium Simulation Based Learning and Security Awareness Training

BUDGET INFORMATION

- This software is not included in the current budget; however, the costly nature of a security breaches warrants this expense to mitigate risk. Given recent breaches across the country, this is a new top IT priority.
- There is sufficient general fund balance in the general fund to cover a budget amendment for this purchase.
 Unlike other departments, the budget in the IT Department is largely fixed and unlikely to experience savings that could be used to cover this expense.

RECOMMENDATION

Recommend City Council approval of the annual purchase of (75) Iron Scales Anti-Phishing email add-on licenses for \$4,200 along with a budget amendment for use of \$4,200 in general fund balance to cover the costs.

Prepared by: Mike Pitera, IT Director

Reviewed by:	
Gretchen Gomo	lka, Finance Director
	☐ Within Budget
	□ Budget Amendment Necessary and in Proper Form
	☐ Other:
City Attorney (R	equired for all agreements, ordinances, etc.)
	oximes Acceptable Form and Ready to Execute
	□ Other
Reviewed &	
Approved by:	Nate Geinzer, City Manager



Okemos, MI 48864-3285 Phone: (517) 349-4900

Fax: (517) 349-0983

10885

Date:

No:

06/07/2021

Quote

Thank you for supporting a Michigan small business, it matters!

Prepared for:

Brighton, City of

Michael Pitera

Account No.: 1878

200 North First Street

Brighton, MI 48116-1268 U.S.A.

Fax: (810) 227-6420

Item ID	Description	Qty.	UOM	Unit Cost	Total
02000-3583	GSI: Email Security Platform - UTLIMATE - Per User - 1 YR	75	EA	\$56.00	\$4,200.00
			You	ur Price:	\$4,200.00
				Total:	\$4,200.00
	Prices are firm until: 9/30/20	021			
Quoted by:	Daniel Wiseman, dwiseman@gracon.com			Date: 6/7/2021	
Accepted by:				Date:	

Disclaimer:

Installation and/or training services are not included unless specifically stated as a line item on this quotation. The customer is responsible for all telephone expenses for technical support. A restocking fee of 25% of above sales price will be charged for any returned product.

quote.rpt Printed: 09/09/2021, 4:00 PM Page 1

IRONSCALES

End User License Agreement

THIS END USER LICENSE AGREEMENT ("AGREEMENT") CONSTITUTES A BINDING CONTRACT BETWEEN IRONSCALES LTD., AND ITS AFFILIATES ("WE", "US", "OUR", "COMPANY"), AND THE LEGAL ENTITY IDENTIFIED BY THE DETAILS INCLUDED IN THE PURCHASE ORDER, PROPOSAL ("CUSTOMER"), OR AN INDIVIDUAL EMPLOYEE DESIGNATED BY THE CUSTOMER TO USE THE PLATFORM FOR THE BENEFIT OF THE CUSTOMER (HEREINAFTER "USER"). THE TERMS "YOU" AND "YOUR" WILL APPLY COLLECTIVELY TO SUCH CUSTOMER AND/OR SUCH USER, UNLESS OTHERWISE EVIDENT FROM THE CONTEXT.

IF YOU ARE ACTING ON BEHALF OF THE CUSTOMER TO ACQUIRE A RIGHT TO USE THE PLATFORM, YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT YOU HAVE THE PROPER AUTHORITY TO LEGALLY BIND THE CUSTOMER BY THIS AGREEMENT.

TAKING ANY STEP TO SET-UP, CONFIGURING OR INSTALLING THE PLATFORM SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU CEASE ALL USE OF THE PLATFORM AND RETURN THE PLATFORM WITH THE ORIGINAL PACKAGE AND THE PROOF OF PAYMENT TO THE COMPANY.

1. **Definitions:**

- 1.1. "Customer Data" means Customer's Personal Data included in Schedule 1 of the DPA (as defined below).
- 1.2. "**Documentation**" means the technical specifications, user-guides and tutorials associated with the Platform, as provided by the Company.
- 1.3. "**Feedback**" means suggestions, comments or feedback (whether orally or in writing) with respect to the Platform.
- 1.4. "Marks" means all trademarks, service marks, logos, insignia or any other designation of source or origin, whether registered or not.
- 1.5. "Output Reports" means the findings provided to Customer by Company regarding network security threats that the Platform has detected.
- 1.6. **"Platform**" means the Company's proprietary automated security assessment and anti-spear phishing training platform, and the Documentation.

- 1.7. "Platform Analyses" means information and data related to the Customer's use of the Platform, the Customer's network architecture and layout, the Platform's functions and processes as carried out on the Customer's network and security threats in the Customer's network that the Platform has detected that does not identify the Customer, users or other entities and is combined with the data of other customers or users.
- 1.8. "**Purchase Order**" means that purchase order submitted by a User to Us or Our value added reseller(s).
- 1.9. "Approved Proposal" the proposal submitted by Us to You including the proposed terms (including payment terms) for your Platform Subscription, which has been approved by you prior to your use of the Platform.
- 1.10. "**Subscription Fees**" means the amounts specified in Your Purchase Order or the Approved Proposal for the use of the Platform.
- 1.11. "Support Services" means the provision of support and technical assistance made available to Customer by Company (or on its behalf) in connection with the Platform, in accordance with the Service Leve Level Agreement attached hereto as Exhibit B.

2. License; Restrictions

- 2.1. **License.** Subject to the terms of this Agreement, Company hereby grants you, during the Term, a limited, non-exclusive, non- transferable, non-sublicensable, revocable right, to install and use the Platform for your internal business purposes in accordance with the Documentation (the "License").
- 2.2. Restrictions. You may not, by yourself or through others :(i) sell, lease, sublicense or distribute the Platform, or any part thereof, or otherwise transfer the Platform or allow any unauthorized third party to use the Platform in any manner; (ii) reverse engineer, decompile, disassemble or otherwise reduce to humanperceivable form the Platform's source code; (iii) modify, revise, enhance or alter the Platform; (iv) copy or allow copies of the Platform to be made that were not authorized by the Company; (v) make the Platform accessible to other users or the public; (vi) circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Platform; (vii) interfere or attempt to interfere with the integrity or proper working of the Platform; (viii) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Platform; (ix) use the Platform to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement, and/or (x) represent that you possesses any proprietary interest in the Platform.

Without prejudice to any other right the Company has under this Agreement or under applicable law, the Company may employ technological measures to detect and prevent fraudulent or unauthorized use of the Platform or parts thereof. The Company may suspend and/or revoke your License without prior notice, if the Company, at its sole discretion, has deemed your use of the Platform to be fraudulent or outside the scope of the License.

3. Open Source and Third Party Licenses. The Platform: (i) includes certain open source code software and materials as further detailed in the Documentation ("Open Source Software"), that are subject to their respective open source licenses ("Open Source Licenses"); and (ii) may include third party proprietary software (which are not subject to Open Source Licenses) ("Third Party Software"), subject to their respective license agreement(s) ("Third Party Terms"). Such Open Source Licenses and Third Party Terms contain provisions concerning warranty, copyright policy and other provisions. By executing this Agreement, You hereby acknowledge and agree to comply with the terms and condition of the Open Source Licenses and Third Party Terms, as may be amended from time to time. In the event of any inconsistencies or conflicting provisions between the provisions of the Open Source Licenses and/or the Third Party Terms and the provisions of this Agreement, the provisions of the Open Source Licenses and/or Third Party Terms shall prevail.

4. Title and Intellectual Property

- 4.1. **Platform.** All rights, title and interest in and to the Platform, including but not limited to, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by or licensed to the Company. Other than what is expressly granted by this Agreement, the Company does not grant any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses or content with respect to, or in connection with, the Platform. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights under any law, and any rights not granted to Customer herein is expressly reserved by the Company.
- 4.2. **Platform Analyses**. Company may compile Platform Analyses in an aggregated form to create statistical analyses, and for research and development purposes, and make available such Platform Analyses in a form that does not identify Customer or any individual. It is hereby agreed that Company shall retain all right, title and interest in such Platform Analyses.
- 4.3. **Feedback.** It is further agreed that to the extent You provide Company with Feedback, You acknowledges that any and all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information (as defined below), and You hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights in such Feedback and waives any and all

moral rights that You may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

- 4.4. All goodwill arising out of any use of a Party's Marks, by the other Party, will inure solely to the benefit of the proprietor Party. Each Party agrees that it will not engage or participate in any activity or course of action that dilute, diminishes or tarnishes the image or reputation of the other Party or its Mark.
- ANY USE OF THE PLATFORM IN VIOLATION OF THE LICENSE 4.5. GRANTED HEREUNDER OR RESTRICTIONS IMPOSED IN THIS AGREEMENT MAY RESULT IN THE REVOCATION OF THE LICENSE AND MAY EXPOSE YOU TO CLAIMS FOR DAMAGES. IF A COURT OR TRIBUNAL DETERMINES THAT THE PLATFORM HAS BEEN USED IN VIOLATION OF THE LIMITED LICENSE GRANTED HEREUNDER OR RESTRICTIONS **IMPOSED** IN **THIS** AGREEMENT, YOU WILL, COMPENSATE THE COMPANY FOR EACH YEAR OR PART THEREOF DURING WHICH THE VIOLATION WAS COMMITTED, IN AN AMOUNT EQUAL TO THE LICENSE FEE THAT WITH WHICH THE VIOLATION IS ASSOCIATED, HAVE PAID, FOR THE YEAR IN WHICH THE VIOLATION OCCURRED. PAYMENT OF THIS LIABILITY FEE DOES NOT REPLACE THE COMPANY'S RIGHTS TO OTHER REMEDIES OR DAMAGES AWARDED BY A COMPETENT COURT OR ARBITRATION PROCESS.

5. Confidentiality

- 5.1. Each party ("Disclosing Party") may from time to time during the term of this Agreement disclose to the other party ("Receiving Party") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to its employees or contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 5.2. The Receiving Party's obligations under this Section, with respect to any Confidential Information of the Disclosing Party, shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party

who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6. **Customer Data**

- 6.1. Customer hereby acknowledges and agrees that Company is acting as a data processor and will use Customer Data only in accordance with Customer's instructions in performing its obligations under this Agreement. Company will implement appropriate technical and organizational measures to protect the Customer Data provided by Customer against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Customer Data.
- 6.2. Customer shall comply at all times with all applicable privacy and data protection laws and regulations (and industry guidelines to which Customer is subject, for allowing Company to use the Customer Data in accordance with this Agreement (including, without limitation, the provision of such data to Company, the transfer of such data by Company to its affiliates and subcontractors, including transfers outside of the European Economic Area), including provide all appropriate notices, obtain all appropriate informed consents, as applicable.
- 6.3. Where applicable, Customer shall sign the Company's Data Processing Agreement ("DPA") attached hereto as Exhibit A. To the extent that Customer fails to comply with any relevant data protection or privacy law or regulation and/or any provision of the DPA, and/or fails sign the DPA, then: (a) to the maximum extent permitted by law, Customer shall be fully liable for any such breach, violation, infringement and/or processing of Customer Data without a DPA by Company and Company's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of Customer without a DPA, Customer shall, to the extent allowed by law, defend, hold harmless and indemnify Company and Company's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees; and (c) the limitation of Customer's liability under Section 9 below shall not apply in connection with Sections 6.3(a) and 6.3(b) above.

7. **Term and Termination**

- 7.1. Term. This Agreement is effective for the period set forth in the Purchase Order or the Approved Proposal, unless terminated in accordance with this Section 7 (the "Initial Term"). Thereafter, this Agreement shall be renewed automatically, for successive one (1) year terms (unless agreed otherwise by the parties), at the Company's then current rates (each a "Renewal Term", and together with the Initial Term, the "Term"), unless either party provides notice to the other party of its intent not to renew the Agreement, within ninety (90) days of the end of the applicable Term. If You continue to use the Platform past any renewal date, You shall be deemed to have renewed the Agreement for the following term at the rates applicable for said new Term.
- 7.2. <u>Termination for Breach</u>. Either party may terminate this Agreement at any time by giving written notice to the other party, if the other party is in breach or default of any material provision of this Agreement, and, if curable, fails to cure the breach or default, within thirty (30) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied.
- 7.3. <u>Termination in the Event of Default</u>. Either party may terminate this Agreement immediately, in the event the other party: (i) is judged bankrupt or insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) a trustee or receiver is appointed for such party or for any of its property; or (iv) any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.4. Consequences of Termination. Upon expiration or termination of this Agreement, You shall: (i) immediately cease all use of the Platform; (ii) return the Platform and all Documentation and related materials in Your possession to the Company; (iii) erase or otherwise destroy all copies of the Software in its possession, which is fixed or resident in the memory or hard disks of its computers; and (iv) return to Company any and all Company Confidential Information in its possession. For the removal of any doubt, no refunds or any portion thereof will be made.
- 7.5. <u>Survival</u>. The provisions of this Section 2.1 (Survival), 2.1 (Restrictions), 4 (Title & Intellectual Property), 5 (Confidentiality), 7.4 (Consequences of Termination), 8 (Warranty Disclaimer) 9 (Limitation of Liability), 10 (Indemnification) and 12 (General) shall survive the termination or expiration of this Agreement.

8. Warranty Disclaimers

8.1. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING

THE FOREGOING, THE COMPANY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR FULFILL ANY OF YOUR NEEDS. TO THE EXTENT THE COMPANY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8.2. You acknowledge that the Platform relies on network, infrastructure, hardware and software, partly managed and operated by others. The Company does not warrant that the Platform will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors or omissions, malfunctions, bugs or failures, including hardware failures, software failures and software communication failures. For the avoidance of doubt, the Company will assume no liability whatsoever for damages incurred or sums paid by You, in connection with any fault by You or any third party's harmful components impacting Your computer network (such as computer viruses, worms, computer sabotage, or "denial of service" attacks).

9. **Limitation of Liability**

- EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2, 4, or 5, OR EACH 9.1. PARTY'S OBLIGATIONS UNDER SECTION 10: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, STATUTORY, **INCIDENTAL** CONSEQUENTIAL DAMAGES, LOSS OF DATA, LOSS OF PROFITS, INABILITY TO USE THE PLATFORM OR RELIANCE UPON THE OUTPUT REPORTS, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) COMPANY'S **ENTIRE** LIABILITY ARISING FROM AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE ACTUALLY FEES PAID BY YOU TO THE COMPANY, PURSUANT TO THIS AGREEMENT, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE LIABILITY.
- 9.2. THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION 9 SHALL APPLY: (i) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES OR LOSSES; (ii) EVEN IF ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE; AND (iii) REGARDLESS OF THE BASIS OR THEORY OF LIABILITY.

10. **Indemnification**

- Company Indemnity. Company shall indemnify, defend and/or settle, and hold 10.1. You and Your directors, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by them pursuant to any third party claim brought against them that the Platform infringes any valid copyright, patents, trademarks or trade secrets. The Company shall have no obligation under this section with respect to any claim based upon or arising from (A) modification of the Platform in any manner not expressly permitted in the Documentation, by any person or entity other than the Company, if an infringement claim would have been avoided but for the modification; or (B) any use of the Platform, outside the scope of the license granted in, or contrary to, the provisions of this Agreement; or (C) the Output Reports or (D) the combination of the Platform with any other service or product. In the event that the Platform is held to, or the Company believes is likely to, be held to infringe any intellectual property right of a third party, the Company may, at its own expense, (x) modify or substitute the Platform so that it is no longer infringing but retains substantially similar features and functionality; (y) obtain for You a license to continue using the Platform as contemplated herein; or (z) if (x) and (y) are not reasonably practicable, terminate this Agreement.
- 10.2. Your Indemnity. You shall indemnify, to the extent allowed by law, defend and/or settle, and hold the Company and its directors, officers, employees, and agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by the Company pursuant to any third party claim demand, action, suit, proceeding, damages, losses and/or liability arising from or related to (a) Customer's breach of any of its obligations under this Agreement; and/or (ii) negligence, misrepresentation, error, omission or acts of the Customer.
- 10.3. <u>Indemnity Procedure</u>. The foregoing indemnification obligations are dependent upon the Party seeking indemnification ("Indemnitee") providing the indemnifying party ("Indemnitor") with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the Indemnitor's expense; and (iii) exclusive control over the defense of such indemnifiable claim and any related settlement negotiations. Indemnitee will not settle or compromise any such claim without the Indemnitor's prior written consent, which will not be unreasonably withheld or delayed. The Indemnitee will have the right, at its own expense, to participate in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection.

11. <u>Support Services</u>. Subject to the terms and conditions of this agreement, and Your full and timely payment to the Company of all applicable Subscription Fees, We and/or Our value added reseller, will provide You during the Term with technical support for questions, problems and inquiries regarding the Platform, pursuant to the support scheme, hours and channels agreed upon between You and the Company (directly and/or through Our value added reseller), all as further set forth in the Service Level Agreement attached hereto as Exhibit B.

12. General

- 12.1. **Force Majeure**. Except for payment obligations, neither party will be liable to the other party for failure or delay in performance of any of its obligations under or in connection with this Agreement arising out of any event or circumstance beyond that party's reasonable control, including without limitation an Act of God, endemic, pandemic, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, adverse weather condition, adverse traffic condition, strike, lock-out or other industrial action, and failure of supply of power, fuel, transport, equipment, raw materials, or other goods or services.
- 12.2. **Injunctive Relief**. In the event of breach of this Agreement or the License hereunder, You hereby acknowledge that such a breach may cause irreparable harm to the Company for which monetary or other damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, The Company will be entitled to seek an injunction or other equitable remedy against such breach in any competent jurisdiction.
- 12.3. **Assignment**. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You without our prior written consent, but may be assigned by Company without restriction or notification. Any assignment in breach of this Agreement shall be null and void.
- 12.4. **Governing Law and Jurisdiction**. This Agreement and any dispute related thereto or in connected therewith, will be exclusively governed by, and construed in accordance with, the laws of the State of Michigan, without regard to its conflicts of law principles which may result in the application of provisions of law other than those of the State of Michigan. In such a case, the sole and exclusive personal jurisdiction and venue for any legal proceedings in connection with this Agreement will be in the competent courts located in the State of Michigan
- 12.5. **Entire Agreement and Severability**. This Agreement constitutes the entire and complete agreement between you and us concerning any use of, or in connection with, the Platform. This Agreement supersedes all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of this Agreement is held invalid or unenforceable, that provision must be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the

remaining provisions will remain in full force and effect. This Agreement may be modified or amended only in writing, signed by the duly authorized representatives of both parties.

12.6. **No Waiver of Rights and Remedies**. Neither Party will, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other Party of any terms or provisions of this Agreement. A waiver by either Party, of any breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature below.

IRONSCALES LTD.	CUSTOMER
By:	By:
Title:	Title:
Date:	Date:

* * * * *

Exhibit A

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is made and entered into as of this day of , 202_forms part of the End User License Agreement (the "Agreement"). You acknowledge that you, on behalf of ________ incorporated under law, with its principal offices located at _______ (collectively, "You", "Your", "Customer", or "Data Controller") have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with IRONSCALES as defined below ("IRONSCALES", "Us", "We", "Our", "Service Provider" or "Data Processor") to reflect the parties' agreement with regard to the Processing of Personal Data (as such terms are defined below) of individuals protected under applicable law. Both parties may also be referred to as the "Parties" and each, a "Party".

WHEREAS, IRONSCALES shall provide the services set forth in the Agreement (collectively, the "**Services**") for Customer, as described in the Agreement; and

- **WHEREAS**, The Services may entail the processing of personal data in accordance with the Data Protection Laws and Regulations (as defined below); and
- **WHEREAS**, the Parties wish to set forth the arrangements concerning the processing of Personal Data within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3 Words used in the singular include the plural and vice versa, as the context may require.

1.4 Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

1.5 Definitions:

- (a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) "Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations, and (b) is permitted to use the Services pursuant to the Agreement between Customer and IRONSCALES, but has not signed its own agreement with IRONSCALES and is not a "Customer" as defined under the Agreement.
- (c) "Controller" or "Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include yourself, the Customer and/or the Customer's Authorized Affiliates.
- (d) "Data Protection Laws and Regulations" means all applicable laws and regulations, including the laws of the United States and State of Michigan applicable to the Processing of Personal Data under the Agreement.
- (e) "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates.
- (f) "**Member State**" means a country that belongs to the European Union and/or the European Economic Area. "Union" means the European Union.
- (g) "IRONSCALES" means IRONSCALES Ltd.
- (h) "**IRONSCALES Group**" means IRONSCALES and its Affiliates engaged in the Processing of Personal Data.
- (i) "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (j) "**Process(ing)**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise

- making available, alignment or combination, restriction, erasure or destruction.
- (k) "**Processor**" or "**Data Processor**" means the entity which Processes Personal Data on behalf of the Controller.
- (l) "Sub-processor" means any Processor engaged by IRONSCALES.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Customer is the Data Controller, (ii) IRONSCALES is the Data Processor and that (iii) IRONSCALES or members of the IRONSCALES Group may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.
- 2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal bases in order to collect, Process and transfer to Data Processor the Personal Data and to authorize the Processing by Data Processor of the Personal Data which is authorized in this DPA.
- 2.3 **Data Processor's Processing of Personal Data.** Subject to the Agreement, Data Processor shall Process Personal Data in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and this DPA and to provide the Services; (ii) Processing for Customer to be able to use the Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; (iv) Processing as required by applicable law to which Data Processor is subject; in such a case, Data Processor shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

To the extent that Data Processor cannot comply with a request from Customer and/or its authorized users (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind), Data Processor (i) shall inform Customer, providing relevant details of the problem, (ii) Data Processor may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question

and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Data Processor all the amounts owed to Data Processor or due before the date of termination. Customer will have no further claims against Data Processor (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

IRONSCALES will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of IRONSCALES, to the extent that such is a result of Customer's instructions.

2.4 **Details of the Processing**. The subject-matter of Processing of Personal Data by Data Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Request. Data Processor shall, to the extent legally permitted, promptly notify Customer if Data Processor receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, erasure ("right to be forgotten"), restriction of Processing, data portability, right to object, or its right not to be subject to automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, Data Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Data Processor shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Data Processor is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Data Processor's provision of such assistance.

4. IRONSCALES' PERSONNEL

4.1 **Confidentiality.** Data Processor shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality and non-disclosure. Data Processor will keep the list of persons to whom access to Personal Data has been

- granted under periodic review. On the basis of the said review, access to Personal Data can be withdrawn and in this case, Personal Data will not be accessible anymore to those persons.
- 4.2 Data Processor may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable Data Protection Laws and Regulations (in such a case, Data Processor shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. AUTHORIZATION REGARDING SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Data Processor's Affiliates may be used as Sub-processors; and (b) Data Processor and/or Data Processor's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.
- 5.2 List of Current Sub-processors and Notification of New Sub-processors. Data Processor shall make available to Customer the current list of Sub-processors used by Data Processor. Such Sub-processor list shall include the identities and details of those Sub-processors and their country of location ("Sub-processor List"). The Sub- processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Customer. In any event, the Sub-processor List shall be deemed authorized by Customer unless it provides a written reasonable objection for reasons acceptable under applicable law within three (3) business days following the publication of the Sub-processor List. Customer may reasonably object for reasons related to applicable law to Data Processor's use of an existing Subprocessor by providing a written objection to IRONSCALES. In the event Customer reasonably objects to an existing Sub-processor, as permitted in the preceding sentences, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Data Processor without the use of the objected-to Sub-processor by providing written notice to Data Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Data Processor. Customer will have no further claims against Data Processor due to (i) past use of approved Sub-processors prior to the date of objection or (ii) the termination of the Agreement (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.
- 5.3 **Objection Right for New Sub-processors.** Customer may reasonably object to Data Processor's use of a new Sub-processor for reasons related to applicable law by notifying Data Processor promptly in writing within three (3) business days after receipt of Data Processor's notice in accordance with the mechanism set out

in Section 5.2 and such written objection shall include the reasons related to applicable law for objecting to Data Processor's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Data Processor's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Data Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Data Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this D PA with respect only to those Services which cannot be provided by Data Processor without the use of the objected-to new Sub-processor by providing written notice to Data Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Data Processor. Until a decision is made regarding the new Sub-processor, Data Processor may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Data Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

6. **SECURITY**

- 6.1 Controls for the Protection of Personal Data. Data Processor shall maintain all industry-standard technical and organizational measures required pursuant to applicable law for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data. Data Processor regularly monitors compliance with these measures. Upon the Customer's request, Data Processor will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to applicable law taking into account the nature of the processing and the information available to Data Processor.
- 6.2 **Third-Party Certifications and Audits**. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Data Processor shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Data Processor) a copy of Data Processor's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA and/or with applicable Data Protection Laws and Regulations, and shall not be used for any other purpose or disclosed to any third party without Data Processor's prior written approval and, upon Data Processor's first request, Customer shall return all records or documentation in Customer's possession or

control provided by Data Processor in the context of the audit and/or the certification). With respect to audits and inspections, the parties shall discuss in good faith and agree on the scope, timing and details of the audits and inspections. To the extent that Data Processor's obligations in this section involve more than 8 hours/man of work, Customer shall bear the costs and expenses of complying with this clause.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Data Processor maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws and Regulations, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Data Processor or its Sub-processors of which Data Processor becomes aware (a "Personal Data Incident"). Data Processor shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Data Processor deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Data Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. **DELETION OF PERSONAL DATA**

Subject to the Agreement, Data Processor shall, upon the written request of Customer, delete the Personal Data after the end of the provision of the Services relating to processing, unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Data Processor may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations.

9. **AUTHORIZED AFFILIATES**

- 9.1 **Contractual Relationship**. The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Data Processor. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2 **Communication**. The Customer shall remain responsible for coordinating all communication with Data Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. **OTHER PROVISIONS**

10.1 Collaboration with Customers' Data Protection Impact Assessments. Upon Customer's written request, Data Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under applicable law to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Data Processor. Data Processor shall provide, at Customer's cost, reasonable assistance to Customer in the performance of its tasks relating to compliance under applicable law.

10.2 Transfer mechanisms for data transfers.

- Transfers to countries that offer adequate level of data protection: Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "EEA") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("Adequacy Decisions"), without any further safeguard being necessary.
- Data includes transfers from the EEA to the United States: If the Processing of Personal Data includes transfers from the EEA to the United States, the parties shall transfer Personal data only to recipients that have certified their compliance with the EU-US and/or Swiss-US Privacy Shield Program. Each party shall ensure that each such recipient maintain its certification under the Privacy Shield for so long as it maintains any of the Personal Data transferred to it by such party. In the event that EU authorities or courts determine that the Privacy Shield is not an appropriate basis for transfers, Subsection (c) shall apply to transfer of Personal Data to the United States.
- 10.3 **Transfers to other countries**: The Processing of Personal Data shall not include transfers from the United States to countries which do not offer adequate level of data protection. For clarity, responsibility for compliance with the obligations corresponding to Data Controllers under Data Protection Laws and Regulations shall rest with Customer and not with IRONSCALES. IRON SCALES may, at Customer's cost, provide reasonable assistance to Customer with regards to such obligations.
- 10.4 **Termination.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. This Section 10 and Section 2.2 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

10.5 **Amendments; Relationship with Agreement**. This DPA may be amended at any time by a written instrument duly signed by each of the Parties. In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement.

This DPA shall only become legally binding between Customer and Data Processor when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed.

11. LEGAL EFFECT; SIGNATURE

By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that IRONSCALES processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

The Parties' authorized signatories have duly executed this Agreement:

CUSTOMER:	IRONSCALES
Signature:	Signature:
Customer Legal Name:	Legal Name:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter

Data Processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing

- 1. Providing the Service(s) to Customer.
- 2. Setting up an account/account(s) for Customer.
- 3. Setting up profile(s) for users authorized by Customers.
- 4. For Customer to be able to use the Services.
- 5. For Data Processor to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
- 6. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
- 7. Providing support and technical maintenance, if agreed in the Agreement.
- 8. Resolving disputes.
- 9. Enforcing the Agreement, this DPA and/or defending Data Processor's rights.
- 10. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation.
- 11. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
- 12. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Data Processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name
- Last name
- Email address
- Title
- Personal Data contained in email headers scanned by the Platform.
- Any other Personal Data that the Customer decides to provide to the Data Processor in connection with the Services.

In some limited circumstances Personal Data may also come from others sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Customer shall always be deemed the "Data Controller" and IRONSCALES shall always be deemed the "data processor" (as such terms are defined under applicable law).

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's customers and/or Customers
- Customer's users authorized by Customer to use the Services
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Prospects, Customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, Customers, business partners and vendors

Exhibit B

IRONSCALES – SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is made and entered into as of this day of , 2020 forms part of the customer Authorization Agreement (the "Agreement") between IRONSCALES Ltd and its fully owned subsidiary IRONSCALES Inc. ("We" or "IRONSCALES") and ("Customer"). Any capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. SERVICE

- 1.1 IRONSCALES service. We use commercially reasonable efforts to make IRONSCALES Cloud available 24 hours a day, 7 days a week, except for: (a) planned downtime (which We give notice), and (b) unavailability caused by force majeure circumstances beyond Our reasonable control.
- 1.2 IRONSCALES service will not impact customer email traffic including the event of IRONSCALES service downtime.
- 1.3 False positive rate of identifying phishing emails will be less than 5% (Where under the control of IRONSCALES Not including Customer SOC team and Themis classifications).

2. SUPPORT

- 2.1 Support Request. For the purposes of this agreement, a "Support Request" is generally defined as a request for support to fix a bug in an existing released version of IRONSCALES' product or a request for support that involves functionality of the stated product.
- 2.2 Levels of Support. Two levels of support are provided under this agreement. These levels, which are integrated into IRONSCALES' support process, are defined as follows:
- 2.2.1 Standard Coverage. This level is inclusive within this Agreement with no further cost.
- 2.2.2 On Premise Coverage. Requires a remote access to the site, for support purposes as a prerequisite for remote- support. *On Premise coverage support service does not include travel & accommodation expenses to and from the site upon a support call that requires an on-site visit.

- 2.3 Standard Support Coverage. This is support provided by the appropriate IRONSCALES' help desk when it receives the Support Request from the customer. Customer shall open a support ticket for IRONSCALES', which is then passed to the IRONSCALES' support specialists.
- 2.4 Call Management Process. IRONSCALES' problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquiries, or other types of calls received by support. Support Requests are taken by IRONSCALES' Help Desk as follows:

Help Desks	Hours	Phone Contact	Support Email
Standard Coverage	2:00 a.m. – 5:00 p.m. Monday – Friday 2:00 a.m. – 11:00 a.m. Sunday	US+188-8343-7214 UK+44-90-0041- 8133 IL+972-73-7969729	support@ironscales.com
Off-hours coverage (service outage only)	24x7x365, outside of standard coverage described above	US+188-8343-7214 UK+44-80-0041- 8133 IL+972-73-796- 9729	

- 2.5 Response Time: The guaranteed response time following any critical/outage incident shall be 24 hours or less. The guaranteed response time following any High, medium, or cosmetic service incident shall be one (1) business day or less, normal business hours (2:00 a.m. 5:00 p.m., Monday Friday; and 2:00 a.m. 11:00 a.m., Sunday all US Eastern Time) on a best effort basis. The response time begins when the request is logged with IRONSCALES' problem- ticketing system and is stopped when a response has been initiated from Ironscales.
- 2.6 Tickets severity will be classified as Critical, High, Medium and Customer Request and handled as detailed below
 - 1.1 Critical will be resolved within 48 hours
 - 1.2 High will be resolved within 5 business days
 - 1.3 Medium will be resolved on the next major release (up to two month)
 - 1.4 Customer request may be resolved according to IronScales roadmap plans
- 3. UPDATES & UPGRADES [for On-Premise implementations only] Updates and upgrades to IRONSCALES' products occurs when an update/upgrade to an existing product is released; IRONSCALES shall make the updated software version available for the Customer every 3 months or less, and/or in an event on which a critical software upgrade has been released by IronScales' or any of its 3rd party technology partners.

4. ROLES OF IRONSCALES

- 4.1 IRONSCALES has the following general responsibilities under this Agreement:
- 4.2 IRONSCALES will use its own appropriate help desk to provide Level-1 to Level-4 support services.
- 4.3 Once a support request has been submitted, IRONSCALES will make itself available to work with the Customer support resource assigned to the support request within the stated response time.
- 4.4 IRONSCALES will attempt to resolve problems over the phone/online on first call.
- 4.5 The customer end-users will not contact IRONSCALES' support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- 4.6 IRONSCALES will provide all necessary and requested documentation, information, and knowledge capital to the Customer prior to the start of support of IRONSCALES' products.

5. TERMINATION

This SLA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided.

6. RELATIONSHIP WITH AGREEMENT

In the event of any conflict between the provisions of this SLA and the provisions of the Agreement, the provisions of this SLA shall prevail over the conflicting provisions of the Agreement.

7. AMENDMENTS

This SLA may be amended at any time by a written instrument duly signed by each of the Parties. The parties' authorized signatories have duly executed this Agreement:

IRONSCALES	CUSTOMER
Ву	Ву
It's	It's

SUBJECT: AMENDMENT TO CHAPTER 58 SECTION 58-2 INTOXICATING LIQUORS

BACKGROUND

- At the July 1st 2021 meeting, City Council adopted a social district policy. This allows for open consumption of alcohol within the area designated as the "commons area".
- The City currently has an ordinance prohibiting the possession of any alcoholic beverage in any City park.

ADMINISTRATIVE SUMMARY

• The proposed amendment to Chap. 58 Section 58-2 INTOXICATING LIQUORS to the Brighton Code of Ordinances addresses a minor legal contradiction with the adoption of the social district policy.

Conduct a Public Hearing and consider approval of Resolution #2021-19 Ordinance Number 597: Amendments

- Previously, any alcoholic beverages in City parks were prohibited. However, with the social district policy, this must be amended to exempt the Common Area of the Social District from this ordinance.
- On advice from the City's Attorney, Foster Swift, this verbiage must be updated to accommodate the social district program.
- City Council conducted a First Reading at the September 16, 2021 City Council meeting.

RECOMMENDATION

to Chapter 58 Section 58-2 INTOXICATING LIQUORS of the City of Brighton Code of Ordinances

Prepared by: Henry Outlaw, Assistant to the City Manager

Reviewed by: Rob Bradford, Chief of Police

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

Acceptable Form and Ready to Execute

Other ______

Reviewed &

Approved by: Nate Geinzer, City Manager

RESOLUTION NO. 2021-19

RESOLUTION INTRODUCING ORDINANCE NO. AMENDMENT TO SECTION 58-2 INTOXICATING LIQUORS

At a meeting of the City Council of the City of Brighton, Livingston County, Michigan,
held at the City Hall, 200 North First Street, Brighton, Michigan 48116, on the day
of, 2021, at 7:30 p.m.
PRESENT:
ABSENT:
The following resolution was offered by and supported by
WHEREAS, pursuant to Resolution No, Resolution Designating a Social District
and Defining a Commons Area, adopted, 2021 by the City Council, the City
designated a Commons Area within the designated Social District that allows qualified
licensees to sell alcoholic beverages to be consumed within the Commons Area; and
WHEREAS, Section 58-2 of the Brighton City Code prohibits the possession and
consumption of alcohol in any city park; and
WHEREAS, the Commons Area defined by Resolution No includes areas
within the City designated a city park; and
WHEREAS, the amendment of Section 58-2 is necessary to exempt the defined
Commons Area from those areas wherein alcohol can be possessed and consumed as
permitted in the Commons Area pursuant to Section 551 of the Michigan Liquor Control
Code; and

	WILK	LEAS , the public health, safety and wehale will be served by amending section
58-2.		
	NOW,	THEREFORE, BE IT RESOLVED AS FOLLOWS:
	1.	The City Council hereby introduces Ordinance No, Amendment to
Section	n 58-2 I	Intoxicating Liquors attached hereto as Exhibit A , and a public hearing shall be
set.		
	2.	The City Clerk shall cause notice of introduction and a brief description of the
subjec	t and co	ontents of the proposed ordinance, and the date for the public hearing to be
publisl	hed in a	a newspaper of general circulation in the City within seven (7) days.
	3.	Any and all resolutions that are in conflict with this Resolution are hereby
repeal	ed to th	ne extent necessary to give this Resolution full force and effect.
	YEAS:	
	NAYS:	
THE R	ESOLU'	TION WAS DECLARED ADOPTED.
STATE	OF MI	CHIGAN)
		.IVINGSTON)
copy o	ston Co of certa	undersigned, the duly qualified and acting City Clerk of the City of Brighton, bunty, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete in proceedings taken by the City Council at a meeting held on the day , 2021, at 7:30 p.m.

Tara Brown, City Clerk

EXHIBIT A

CITY OF BRIGHTON

ORDINANCE NO.	
---------------	--

AMENDMENT TO SECTION 58-2 INTOXICATING LIQUORS

The City of Brighton ordains:

Section 1. Amendment of Section 58-2.

The City of Brighton hereby amends Section 58-2 of Chapter 58, of the Brighton City Code, entitled "Intoxicating Liquors" which shall be amended to read, in its entirety, as follows:

Sec. 58-2. Intoxicating Liquors.

- (a) No personal shall bring into or drink any alcoholic beverage in any city park, except as permitted in those areas designated by the City Council as a commons area pursuant to MCL 436.1551 as amended, when designated open by resolution of the City Council.*
- (b) Any person found to violate this chapter shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).

*As of 7/14/21, the hours of operation as set by City Council by resolution are 12:00 PM to 10:00 PM. Hours subject to change and are posted at City Hall and on the City's website.

Section 2. Validity and Severability.

Any section or subsection not expressly amended by this Ordinance shall remain in full force and effect. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3. Repealer.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

Section 4. Effective Date.

This ordinance becomes effective fifteen (15) days after adoption.

Adopted on	, 2021.
Adopted on	 , 2021.

Tara Brown, Clerk	Shawn Pipoly, Mayor
· · · · · · · · · · · · · · · · · · ·	y of Brighton, Michigan, do hereby certify that a summary of ed in a newspaper of general circulation on the day of
Tara Brown, Clerk	



SUBJECT: CONSIDER APPROVAL OF SITE PLAN 21-11, HYPERSHINE AUTO WASH, 9836 E GRAND RIVER.

ADMINISTRATIVE SUMMARY

An application for site plan review has been submitted by EROP, LLC, for a new auto wash facility to be located at 9836 E. Grand River, which is the current site of the Americus Restaurant. The applicant represents Hypershine Auto Wash, which is a franchised company, and is a modern cleaning facility for vehicles. The corporation is based in the mid-west region of the country, with locations in Kentucky, Ohio, and expanding to Michigan and Indiana. The location for the proposed development will utilize the current restaurant site, as well as the vacant gravel lot to the south of it. The development will include an automated 2,765 square-foot structure, and 24-parking space area with vacuum stations.

ADMINSTRATIVE REVIEW

- The proposed development meets the intent of the C2 General Business District and is compliant with all regulations within this district.
- The Planning Commission granted a recommendation of approval with conditions at their meeting held on 8/16/21.
- The proposed development will give a fresh and updated look to the E. Grand River corridor.
- Livingston County Planning has recommended approval.
- Brighton Area Fire Authority has recommended approval.
- TetraTech has recommended approval with condition for addressing one remaining engineering comment as described on their review of the Geotechnical Report.

RECOMMENDATION

Staff is recommending approval of site plan 21-11, with the condition the applicant addresses the remaining comment described on the Tetratech engineer review dated 9/17/2021.

Prepared by: Michael Caruso, Community Development Manager

Reviewed &

Approved by: Nate Geinzer, City Manager

Attachments: 1. Application

2. Site Plan

3. Elevation & Interior Plans

4. Consultant Reviews

5. Planning Commission Minutes (unapproved)



Community Development/Planning Department

Date	
Check #	
Amount	
Site Plan #	

SITE PLAN REVIEW APPLICATION

Project:	9836 E Grand River
Location:	Brighton, MI
Petitioner:	EROP, LLC

Instructions:

A. Initial Submittal and Review Meeting:

1. Submit the completed, original site plan review application, seven (7) signed and sealed sets of full size (24" x 36") drawings, an electronic version of the complete site plan, and applicable fees. All site plan submittal documents must be submitted to:

Brighton City Hall 200 N. First Street Brighton, Michigan 48116

- 2. Review fees, property delinquencies and penalties shall be paid at the time the site plan review documents are submitted. * Initial review fees are the minimum fees required. Additional fees may be incurred. *
- 3. The meeting at which the Planning Commission will consider the site plan review application, drawings and other submittals will be determined when the site plan application is deemed complete. A meeting schedule is included on the last page of this packet. Any site plan review application submitted after the monthly deadline will not be considered for that month's agenda.
- 4. The information required on the site plan review application and drawings is the **minimum amount of information** that generally applies to all site plan review applications. Additional project specific information may also be required. Failure to submit information and materials will delay consideration of the site plan review application until such time they are submitted and found to be in acceptable form.
- 5. Generally one (1) week after the site plan review application submittal deadline, a site plan review meeting will be scheduled to consider staff and consultant input. * It will be determined by staff at this meeting whether the applicant will have an additional review meeting with staff and consultants. Additional meetings will be assessed applicable fees indicated on the planning and engineering fee schedules.



Community Development/Planning Department

B. Revised/Final Submittal:

- 1. The drawings will be revised to incorporate changes as required or recommended following a site plan review meeting with staff and consultants.
- 2. Submit twelve (12) revised full size (24" x 36") signed and sealed sets of drawings as well as an electronic version of the complete site plan.
- 3. A revised final site plan addressing Planning Commission and City Council approval conditions shall be submitted with the building permit application.

Procedure:

The site plan review application and drawings will be reviewed by various entities including, but not limited to, City Staff, the Brighton Area Fire Authority and the City Engineers for compliance with City Codes and other applicable codes. The applicant will be informed which Planning Commission meeting the site plan review application will be considered. After consideration of the site plan review application, the Planning Commission will either approve, conditionally approve or disapprove the site plan. In the case of an approved or conditionally approved site plan, the Planning Commission's recommendation will be forwarded to the City Council for further consideration. The City Council meeting at which the site plan application will be considered is coordinated by and at the discretion of the City Manager.

Council Policy on Site Plans:

All site plan applications reviewed and approved by Planning Commission and City Council are assumed to be good faith representations of the petitioner(s) and property owner(s) regarding their intentions to develop the project and are accepted as such. An approved site plan review application represents a contract between the City and the petitioner to construct a project in a fashion which is consistent with the City's Ordinances and the representations made on the site plan. All petitioners are expected to develop their projects in strict conformance with the approved site plan. Failure to do so puts the petitioner at risk. The City will use all legal means available to insure compliance.

All site plan conditions of approval must be satisfied prior to the issuance of permits and/or Certificate of Occupancy.

Property Delinquencies:

City Charter provisions prohibit the review of any petition for rezoning, site plan review, building permits or extension of water and sewer service to properties which are in default to the City. This includes, but is not limited to, tax delinquencies, special assessment delinquencies and water and wastewater payment delinquencies.



Community Development/Planning Department

General Information:

Development Property Address: 9836 E Grand River Brighton, MI
Parcel(s) tax ID number(s): 4718-32-300-005 & 4718-32-300-011
Lot Dimensions: N <u>170'</u> , E <u>308'</u> , S <u>206'</u> , W <u>325</u>
Net Acreage of site: 1.27 AC
Current Site Zoning: General Business (C-2)
Proposed Use of Development:
Car Wash
Tenant(s) (if known): Hypershine
Number of proposed employees and/or residents: 4
Adjacent Zoning of Surrounding Properties:
N/A (Brighton Twp) General Business (C-2)
General Business (C-2) , W General Business (C-2)
Multiple Family Developments: Number of Units N/A Number of Buildings N/A Paragraph of Oran Space/Watlands N/A
Percentage of Open Space/Wetlands N/A



Community Development/Planning Department

Warranty of Petitioner (MUST BE COMPLETED BY PETITIONER):

The site plan submitted with this application contains the minimum amount of information required by the City. I understand that the proposed site plan will not be considered by the Planning Commission until such time that the plan contains at least the minimum amount of information required by the City, per **Section 98-6.1 (D)** of the City of Brighton Zoning Ordinance.

I understand that if the Planning Commission and City Council approve the proposed site plan that I am bound to construct the project in strict compliance with the approved plan. The attached site plan represents my intentions to develop the proposed project.

I (we) the undersigned, hereby make application for sit property:	e plan approval for the following described
Development Property Address: 9836 E Grand Riv	er Brighton, MI
Parcel(s) tax ID number(s): 4718-32-300-005 & 47	718-32-300-011
Basis of representation of applicant (owner, architect, en Owner	
It is expected that, if site plan approval is granted, the co	nstruction will proceed as follows:
Construction will Begin: Sep. 2021 Construction will Begin:	nstruction will be Completed: Mar. 2022
I warrant to the City that neither I (we) or the subject pr of City records indicates a default of any kind, that th Commission's consideration of the proposed site plan.	
I understand the approval of this site plan will be effective approval by City Council.	ve for one (1) year following the date of final
If Justice	Jeff Justice Assistant Manager EROP LLC
Signature of Petitioner Date: 6/11/2021	Printed Name of Petitioner
2390 E Federal Drive	
Decatur, IL 62526	
Phone: 217-972-4296	
Email: jeffj@hypershinecw.com	
I, the property owner, authorize the petitioner to submi	t this application for review by the Planning Commission.
Will Vulsi	Nikoll Vula; President NVM Properties Fro
Signature of Property Owner	Printed Name of Property Owner
Date: 6-15-21	
Address: 2945 Stone Meadow Dr	
MILFORD MI 48380	
Phone: 248:318-961	
Email: VVulaj @ aol·com	Site Plan Review Application

Brighton Planning Commission Meeting Schedule 2021

Meetings are held the First and Third Monday of every month at 7:00 P.M. All meetings are held in the City Council Chambers at 200 North First Street, Brighton, MI 48116.

For questions please contact the Planning and Zoning Department:

200 N. First Street Brighton, MI 48116, (810) 844 5149

The Application Deadline is 30 Days Prior to the Meeting

Meeting Dates

*January 25

*February 22

March 15

April 5 & 19

May 3 & 17

June 7 & 21

*July 19

August 2 & 16

*September 20

October 4 & 18

*November 15

December 6 & 20



±3,600' SOURCE: USGS MAPS ONLINE

LOCATION MAP

SCALE: $I'' = 2,000' \pm$

SITE DEVELOPMENT PLANS



PARCEL ID: 4718-32-300-005 & 4718-32-300-011 9836 E GRAND RIVER AVENUE CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN

Know what's **below**

Call before you dig.

APPLICANT

2903 E FEDERAL DRIVE DECATUR, IL 62526

OWNER

NVM PROPERTIES 2965 STONE MEADOW DRIVE

ARCHITECT

REB ARCHITECTS

NOT APPROVED FOR CONSTRUCTION





PERSI



SCALE: AS SHOWN PROJECT ID: DET-210128

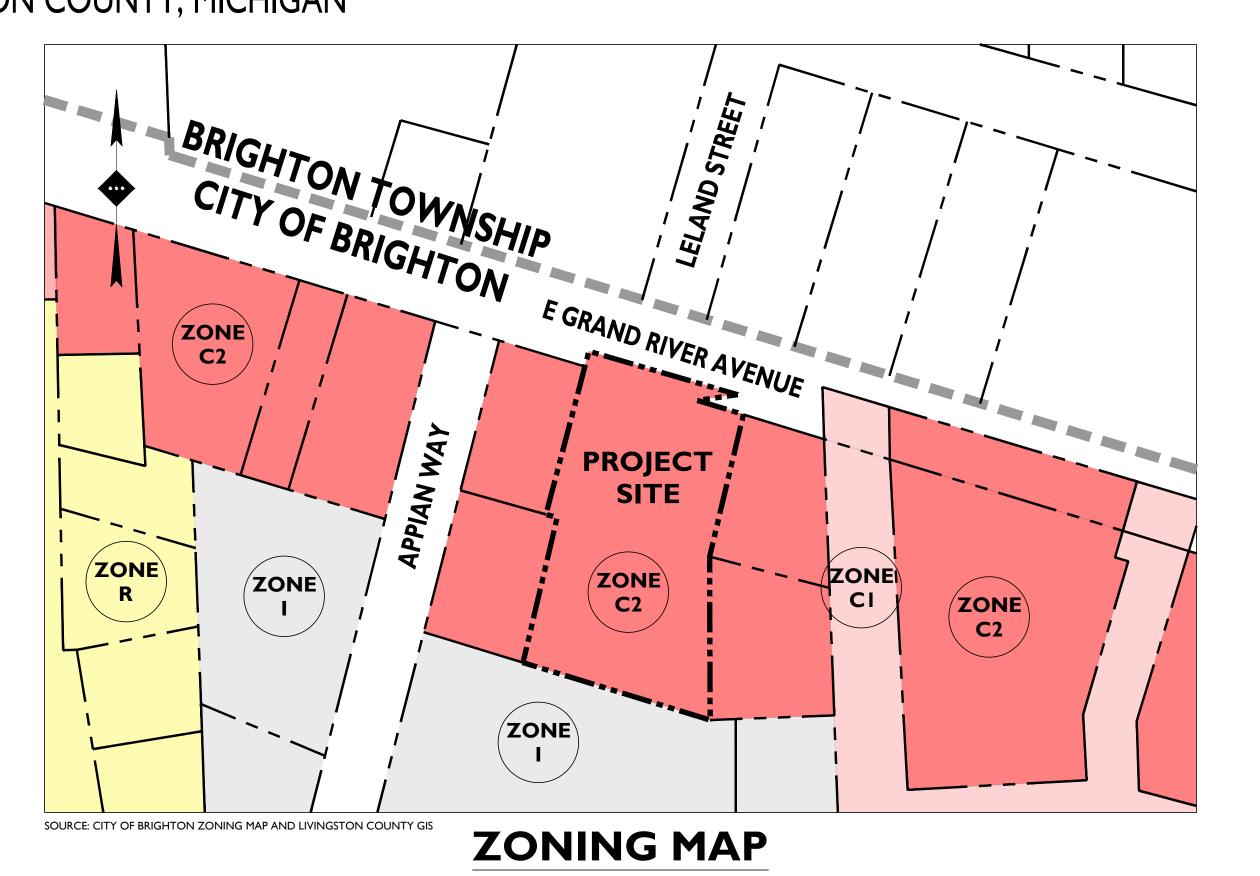
COVER SHEET

DRAWING:



AERIAL MAP

SCALE: $I'' = 100' \pm$



SCALE: I" = 100'±

PLANS PREPARED BY:

PROPERTY DESCRIPTION:

SOURCE: GOOGLE EARTH PRO

LAND SITUATED IN THE CITY OF BRIGHTON, COUNTY OF LIVINGSTON, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 6 EAST, CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32, SAID CORNER BEING DISTANT NORTH 87 DEGREES 41 MINUTES 53 SECONDS WEST 2621.23 FEET FROM THE CENTER OF SAID SECTION; THENCE NORTH 01 DEGREE 56 MINUTES 00 SECONDS EAST 175.08 FEET (PREVIOUSLY RECORDED AS 175.17 FEET) TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 431.28 FEET (PREVIOUSLY RECORDED AS 431.54 FEET) ALONG SAID SOUTHERLY FOR A POINT OF BEGINNING; THENCE NORTH 21 DEGREES 03 SECTION; THENCE NORTH 87 DEGREES 41 MINUTES 53 SECONDS WEST 52.87 FEET ALONG SAID EAST-WEST 1/4 LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 57.41 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 16 DEGREES 49 MINUTES 41 SECONDS WEST 148.38 FEET (PREVIOUSLY RECORDED AS SOUTH 16 DEGREES 52 MINUTES 30 SECONDS WEST 149.13 FEET); THENCE NORTH 71 DEGREES 35 MINUTES 30 SECONDS WEST 173.76 FEET; THENCE NORTH 18 DEGREES 08 MINUTES 00 SECONDS EAST 156.21 FEET TO THE POINT OF BEGINNING.

A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 6 EAST, CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 01 DEGREE 56 MINUTES EAST 175.17 FEET TO THE SOUTHERLY RIGHT OF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 273.54 FEET (PREVIOUSLY RECORDED AS 273.64 FEET) TO THE WESTERLY LINE OF A 66-FOOT ROAD EASEMENT; THENCE SOUTH 18 DEGREES 12 MINUTES 30 SECONDS WEST 308.15 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 166.00 FEET (PREVIOUSLY RECORDED AS SOUTH 68 DEGREES 58 MINUTES 30 SECONDS EAST 166.0 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 206.41 FEET TO A POINT ON THE EASTERLY LINE OF AN 18-FOOT ROAD EASEMENT; THENCE NORTH 04 DEGREES 16 MINUTES 30 SECONDS EAST 166.90 FEET; THENCE NORTH 71 DEGREES 35 MINUTES 30 SECONDS WEST 165.76 FEET (PREVIOUSLY RECORDED AS 165.78 FEET); THENCE SOUTH 18 DEGREES 17 MINUTES WEST 152.32 FEET (SOUTH 16 DEGREES 17 MINUTES WEST 152.32 FEET) TO THE POINT OF BEGINNING. TOGETHER WITH NON-EXCLUSIVE EASEMENT(S) FOR INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED IN INSTRUMENT RECORDED IN LIBER 4951, PAGE 944, LIVINGSTON COUNTY RECORDS.

STONEFIELD engineering & design

> Detroit, MI · New York, NY · Boston, MA Princeton, NJ · Tampa, FL · Rutherford, NJ www.stonefieldeng.com

607 Shelby Suite 200, Detroit, MI 48226 Phone 248.247.1115

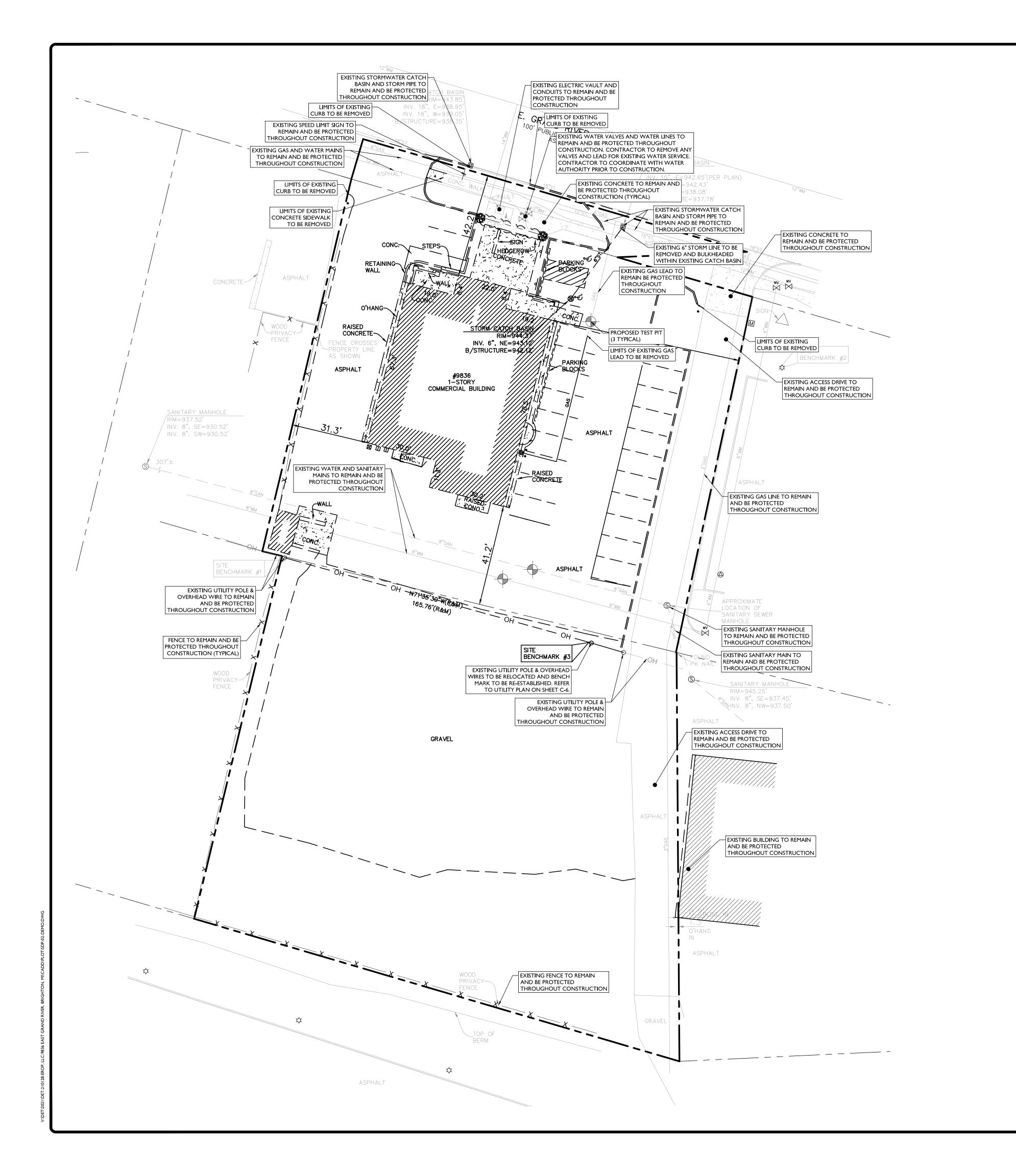
PLAN REFERENCE MATERIALS:

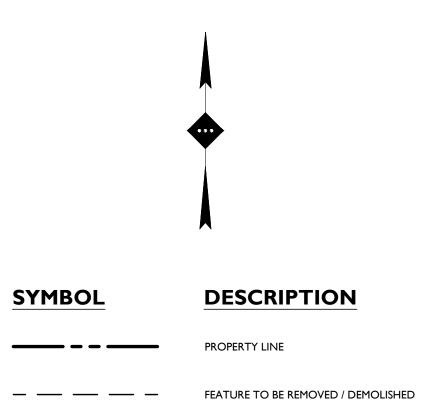
- I. THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS **INCLUDING, BUT NOT LIMITED TO:** ALTA / NSPS LAND TITLE SURVEY PREPARED BY
 - KEM-TEC & ASSOCIATES DATED 05/04/2021 ARCHITECTURAL PLANS PREPARED BY REB
 - ARCHITECTS DATED 06/08/2021 **AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO**
 - LOCATION MAP OBTAINED FROM CITY OF
 - BRIGHTON ZONING MAP AND LIVINGSTON **COUNTY GIS 06/07/2021**
- 2. ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

SHEET IN	DEX
DRAWING TITLE	SHEET#
COVER SHEET	C-I
DEMOLITION PLAN	C-2
SITE PLAN	C-3
GRADING PLAN	C-4
STORMWATER CONVEYANCE PLAN	C-5
STORMWATER MANAGEMENT PLAN	C-6
UTILITY PLAN	C-7
LIGHTING PLAN	C-8
LANDSCAPING PLAN	C-9
SOIL EROSION & SEDIMENT CONTROL PLAN	C-10
CONSTRUCTION DETAILS	C-11 TO C-15
FIRE HYDRANT COVERAGE PLAN	C-16

ADDITIONAL S	HEETS
DRAWING TITLE	SHEET#
ALTA NSPS LAND TITLE SURVEY	I OF I
CITY OF BRIGHTON ROADWAY. PARKING & SIDEWALK STANDARD DETAILS	I OF I
CITY OF BRIGHTON SANITARY SEWER STANDARD DETAILS	I OF I
CITY OF BRIGHTON STORM SEWER & STREET STANDARD DETAILS	I OF I
CITY OF BRIGHTON WATER MAIN STANDARD DETAILS	I OF 2
CITY OF BRIGHTON WATER MAIN STANDARD DETAILS	2 OF 2
LIVINGSTON COUNTY STANDARD SEWER DETAILS	SD-2

PLAN





PROPOSED TEST PIT

ALL SITE FEATURES WITHIN THE LIMIT OF DISTURBANCE INDICATED ON THIS PLAN ARE TO BE REMOVED / DEMOLISHED UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IF

SIGNIFICANT DISCREPANCIES ARE DISCERNED BETWEEN THIS PLAN AND FIELD CONDITIONS.



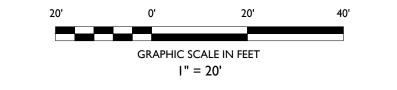
DEMOLITION NOTES

- I. THE WORK REFLECTED ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE PLAN SET AND ASSOCIATED REPORTS/REFERENCE DOCUMENTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
- 2. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
- METHODS OF DEMOLITION ACTIVITIES.

 3. EXPLOSIVES SHALL NOT BE USED UNLESS WRITTEN CONSENT FROM BOTH THE OWNER AND ANY APPLICABLE GOVERNING AGENCY IS OBTAINED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS. ADDITIONALLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEISMIC TESTING AS REQUIRED AND ANY DAMAGES AS THE RESULT OF SAID DEMOLITION PRACTICES.
- DAMAGES AS THE RESULT OF SAID DEMOLITION PRACTICES.

 4. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED TANKS SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS. A GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.
- MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.

 5. DEMOLISHED DEBRIS SHALL NOT BE BURIED ON SITE. ALL WASTE/DEBRIS GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL RECORDS OF THE DISPOSAL TO DEMONSTRATE COMPLIANCE WITH THE ABOVE REGULATIONS.
- 6. THE CONTRACTOR SHALL PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR ALL UTILITY CONNECTION IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
- ALL DEMOLITION AND CONNECTIONS TO THE SANITARY SEWER AND WATER SYSTEMS REQUIRE CONTRACTOR COORDINATION WITH THE CITY OF BRIGHTON REPRESENTATIVES.



		REVISED PER PLANNING COMMISSION REVIE	REVISED PER FIRE MARSHAL REVIEW	REVISED PER CITY OF BRIGHTON REVIEW	SUBMISSION FOR SITE PLAN APPROVAL	SUBMISSION FOR SITE PLAN APPROVAL	DESCRIPTION	
		JRC	ECM	JRC	JRC	ECM / JRC	ВҮ	
		1202/12/80	08/04/2021	07/28/2021	07/06/2021	06/16/2021	DATE	
		2	4	3	2		ISSUE	

NOT APPROVED FOR CONSTRUCTION

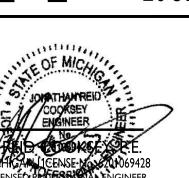
· New York, NY · Boston, MA JJ · Tampa, FL · Rutherford, NJ





ASH

RCEL ID: 4718-32-300-005 & 4718-3 6 E GRAND RIVER AVENUE V OF RRIGHTON





engineering & design

CALE: I" = 20' PROJECT ID: DET-210128

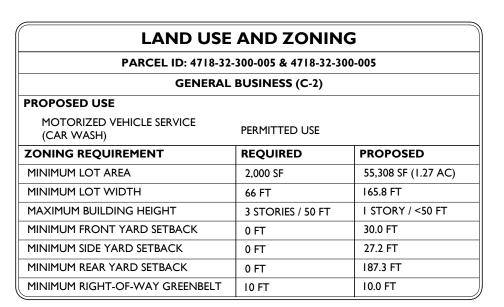
ITLE:

DEMOLITION PLAN

DRAWING:

C-2





OFF-S	TREET PARKING REQUIRE	MENTS
CODE SECTION	REQUIRED	PROPOSED
§ 95-5.6.E	REQUIRED CAR WASH PARKING:	4 SPACES
	ONE (I) SPACE PER EMPLOYEE	
	4 EMPLOYEES = 4 SPACES	
	SEVEN (7) STACKING SPACES	> 7 STACKING SPACES
§ 95-5.6.C.1	DIMENSIONAL REQUIREMENTS (90°):	9 FT X 18 FT
	9 FT X 18 FT W/ 24 FT AISLE	W/ 24 FT AISLE
§ 95-5.6.C.2	REQUIRED LOADING:	OFF-HOURS
	10 FT X 40 FT	LOADING

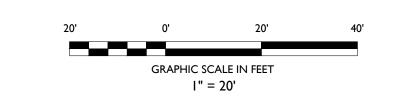
TRASH PICKUP TO OCCUR OFF HOURS

GENERAL NOTES

THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN,

PROPOSED GUIDERAIL

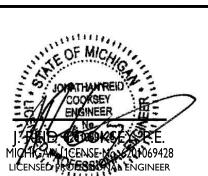
- LLC. PRIOR TO THE START OF CONSTRUCTION. 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES
- DURING CONSTRUCTION. 3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL
- LIABILITY INSURANCE. 4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN,
- 5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION. 6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE
- PROPERTY. 7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
- 8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET. 9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN
- ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE
- PROCUREMENT OF STREET OPENING PERMITS. II. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
- 12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET. 13. ALL WORKMANSHIP, DESIGN, CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BRIGHTON AND
- MDOT STANDARDS. 14. DRIVE AISLE WIDTH TO BE MEASURED FACE-OF-CURB TO FACE-OF-CURB TO ENSURE MINIMUM FIRE ACCESS IS MAINTAINED.



SYMBOL	DESCRIPTION
	PROPERTY LINE
	SETBACK LINE
	SAWCUT LINE
= = = =	PROPOSED FLUSH CURB
	PROPOSED CURB & GUTTER
=	PROPOSED MOUNTABLE CURB
 - - 0	PROPOSED SIGNS / BOLLARDS
	PROPOSED BUILDING
Δ	PROPOSED CONCRETE
	PROPOSED AREA LIGHT
	PROPOSED BUILDING DOORS
	PROPOSED RETAINING WALL



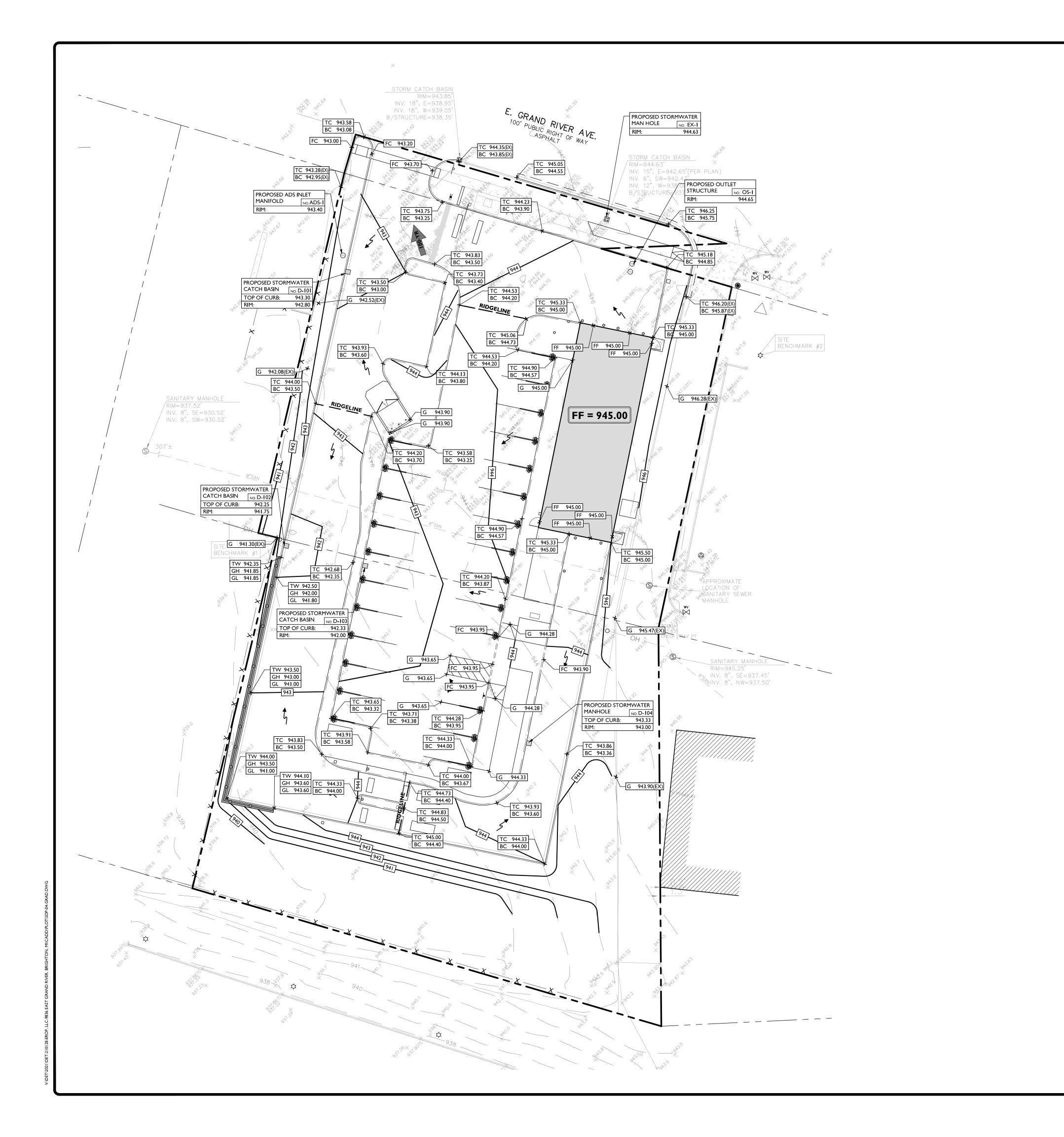
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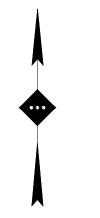




I" = 20' PROJECT ID: DET-210128

SITE PLAN





SYMBOL **DESCRIPTION** PROPERTY LINE PROPOSED GRADING CONTOUR PROPOSED GRADING RIDGELINE RIDGELINE PROPOSED DIRECTION OF DRAINAGE FLOW **X** G 100.00 PROPOSED GRADE SPOT SHOT PROPOSED TOP OF CURB /

GRADING NOTES

X FC 100.00

I. ALL SOIL AND MATERIAL REMOVED FROM THE SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. ANY GROUNDWATER DE-WATERING PRACTICES SHALL BE PERFORMED UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS FOR THE DISCHARGE OF DE-WATERED GROUNDWATER. ALL SOIL IMPORTED TO THE SITE SHALL BE CERTIFIED CLEAN FILL. CONTRACTOR SHALL MAINTAIN RECORDS OF ALL FILL MATERIALS BROUGHT TO THE SITE.

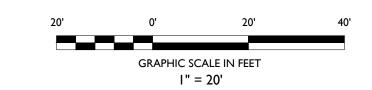
BOTTOM OF CURB SPOT SHOT

PROPOSED FLUSH CURB SPOT SHOT

- 2. THE CONTRACTOR IS REQUIRED TO PROVIDE TEMPORARY AND/OR PERMANENT SHORING WHERE REQUIRED DURING EXCAVATION ACTIVITIES, INCLUDING BUT NOT LIMITED TO UTILITY TRENCHES, TO ENSURE THE STRUCTURAL INTEGRITY OF NEARBY STRUCTURES AND STABILITY OF THE SURROUNDING SOILS.
- 3. PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4 INCHES TO 7 INCHES ABOVE EXISTING GRADES UNLESS OTHERWISE NOTED. THE CONTRACTOR WILL SUPPLY ALL STAKEOUT CURB GRADE SHEETS TO STONEFIELD ENGINEERING & DESIGN, LLC. FOR REVIEW AND APPROVAL PRIOR TO POURING CURBS.
- 4. THE CONTRACTOR IS RESPONSIBLE TO SET ALL PROPOSED UTILITY COVERS AND RESET ALL EXISTING UTILITY COVERS WITHIN THE PROJECT LIMITS TO PROPOSED GRADE IN ACCORDANCE WITH ANY APPLICABLE MUNICIPAL, COUNTY, STATE AND/OR UTILITY AUTHORITY REGULATIONS.
- 5. MINIMUM SLOPE REQUIREMENTS TO PREVENT PONDING SHALL BE AS FOLLOWS: CURB GUTTER:
 - CONCRETE SURFACES: 1.00% ASPHALT SURFACES:
- 5. A MINIMUM SLOPE OF 1.00% SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE BUILDING IS ACHIEVED AND SHALL NOTIFY STONEFIELD
- ENGINEERING & DESIGN, LLC. IF THIS CONDITION CANNOT BE MET. 6. FOR PROJECTS WHERE BASEMENTS ARE PROPOSED, THE DEVELOPER IS RESPONSIBLE TO DETERMINE THE DEPTH TO GROUNDWATER AT THE LOCATION OF THE PROPOSED STRUCTURE. IF GROUNDWATER IS ENCOUNTERED WITHIN THE BASEMENT AREA, SPECIAL CONSTRUCTION METHODS SHALL BE UTILIZED AND REVIEWED/APPROVED BY THE CONSTRUCTION CODE OFFICIAL. IF SUMP PUMPS ARE UTILIZED, ALL DISCHARGES SHALL BE CONNECTED DIRECTLY TO THE PUBLIC STORM SEWER SYSTEM WITH APPROVAL FROM THE GOVERNING STORM SEWER SYSTEM AUTHORITY.

- I. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION WITHIN THE ADA PARKING SPACES AND ACCESS
- 2. THE CONTRACTOR SHALL PROVIDE COMPLIANT SIGNAGE AT ALL
- ADA PARKING AREAS IN ACCORDANCE WITH STATE GUIDELINES. 3. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 5.00% RUNNING SLOPE AND A MAXIMUM OF 2.00% CROSS SLOPE ALONG WALKWAYS WITHIN THE ACCESSIBLE PATH OF TRAVEL (SEE THE SITE PLAN FOR THE LOCATION OF THE ACCESSIBLE PATH). THE CONTRACTOR IS RESPONSIBLE TO ENSURE THE ACCESSIBLE PATH OF TRAVEL IS 36 INCHES WIDE OR GREATER UNLESS INDICATED OTHERWISE WITHIN
- THE PLAN SET. 4. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION AT ALL LANDINGS. LANDINGS INCLUDE, BUT ARE NOT LIMITED TO, THE TOP AND BOTTOM OF AN ACCESSIBLE RAMP, AT ACCESSIBLE BUILDING ENTRANCES, AT AN AREA IN FRONT OF A WALK-UP ATM, AND AT TURNING SPACES ALONG THE ACCESSIBLE PATH OF TRAVEL. THE LANDING AREA SHALL HAVE A MINIMUM CLEAR AREA OF 60 INCHES BY 60 INCHES UNLESS INDICATED
- OTHERWISE WITHIN THE PLAN SET. 5. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 8.33% RUNNING SLOPE AND A MAXIMUM 2.00% CROSS SLOPE ON ANY CURB RAMPS ALONG THE ACCESSIBLE PATH OF TRAVEL. WHERE PROVIDED, CURB RAMP FLARES SHALL NOT HAVE A SLOPE GREATER THAN 10.00% IF A LANDING AREA IS PROVIDED AT THE TOP OF THE RAMP. FOR ALTERATIONS, A CURB RAMP FLARES SHALL NOT HAVE A SLOPE GREATER THAN 8.33% IF A LANDING AREA IS NOT PROVIDED AT THE TOP OF THE RAMP. CURBS RAMPS SHALL NOT RISE MORE THAN 6 INCHES IN ELEVATION WITHOUT A HANDRAIL. THE CLEAR WIDTH
- OF A CURB RAMP SHALL BE NO LESS THAN 36 INCHES WIDE. 6. ACCESSIBLE RAMPS WITH A RISE GREATER THAN 6 INCHES SHALL CONTAIN COMPLIANT HANDRAILS ON BOTH SIDES OF THE RAMP AND SHALL NOT RISE MORE THAN 30" IN ELEVATION WITHOUT A LANDING AREA IN BETWEEN RAMP RUNS. LANDING AREAS SHALL ALSO BE PROVIDED AT THE TOP AND BOTTOM OF THE RAMP.
- 7. A SLIP RESISTANT SURFACE SHALL BE CONSTRUCTED ALONG THE ACCESSIBLE PATH AND WITHIN ADA PARKING AREAS. 8. THE CONTRACTOR SHALL ENSURE A MAXIMUM OF 1/4 INCHES VERTICAL CHANGE IN LEVEL ALONG THE ACCESSIBLE PATH. WHERE A CHANGE IN LEVEL BETWEEN 1/4 INCHES AND 1/2 INCHES EXISTS,
- LEVEL IS BEVELED WITH A SLOPE NOT STEEPER THAN I UNIT VERTICAL AND 2 UNITS HORIZONTAL (2:1 SLOPE). 9. THE CONTRACTOR SHALL ENSURE THAT ANY OPENINGS (GAPS OR HORIZONTAL SEPARATION) ALONG THE ACCESSIBLE PATH SHALL NOT ALLOW PASSAGE OF A SPHERE GREATER THAN 1/2 INCH.

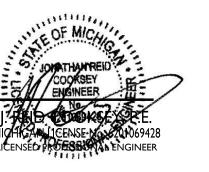
CONTRACTOR SHALL ENSURE THAT THE TOP 1/4 INCH CHANGE IN



		REVISED PER PLANNING COMMISSIO	REVISED PER FIRE MARSHAL REVIEW	REVISED PER CITY OF BRIGHTON RE	SUBMISSION FOR SITE PLAN APPROV	SUBMISSION FOR SITE PLAN APPROV	DESCRIPTION
		JRC	ЕСМ	JRC	JRC	ECM / JRC	ЬВY
		08/27/2021	08/04/2021	07/28/2021	07/06/2021	06/16/2021 ECM / JRC	DATE
		5	4	3	2		ISSUE

NOT APPROVED FOR CONSTRUCTION



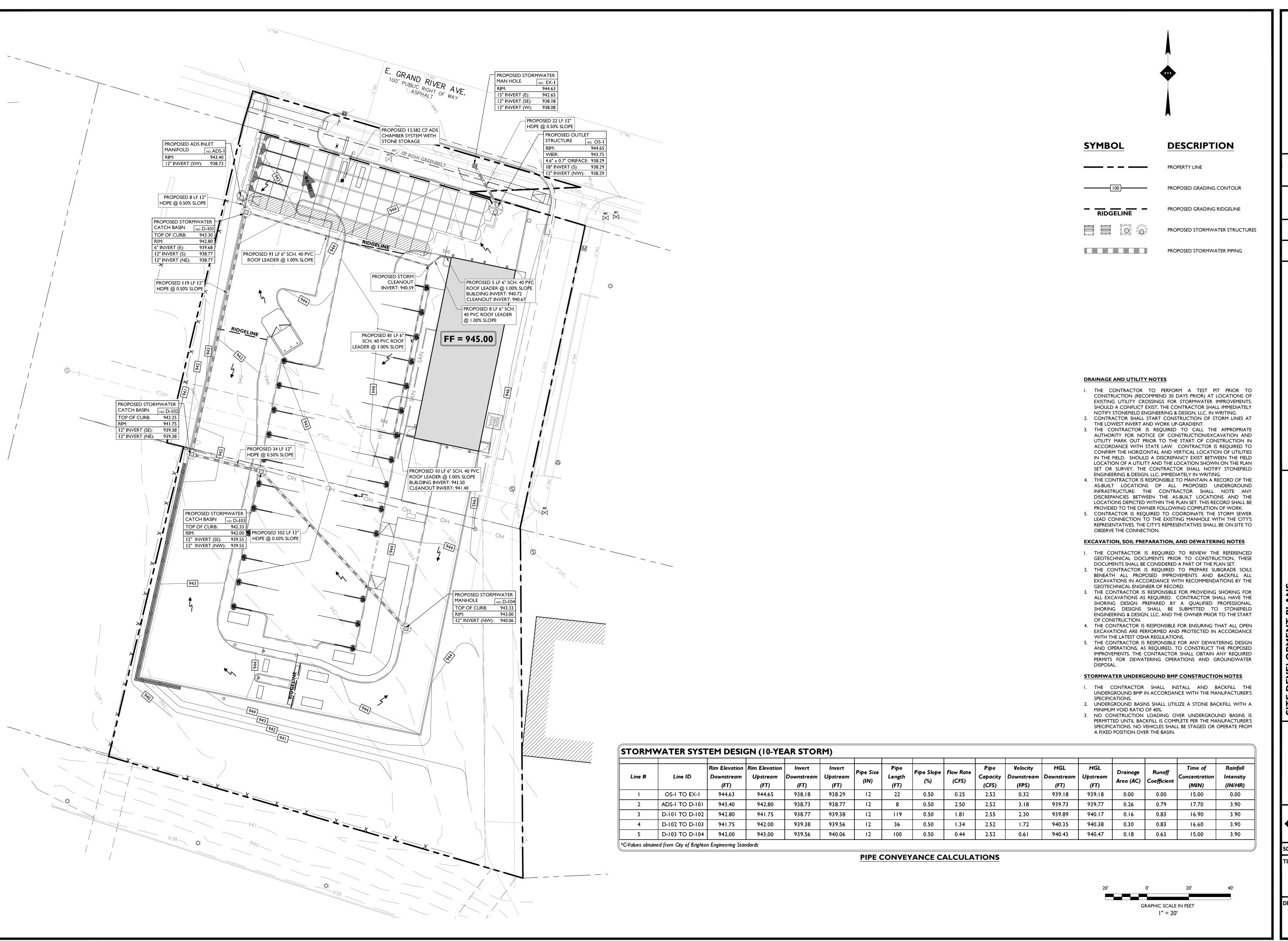




I" = 20' PROJECT ID: DET-210128

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GRADING PLAN

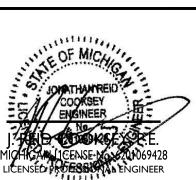


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	2	08/27/2021	JRC	REVISED PER PLANNING COMMISSION REVI
_	4	08/04/2021	ECM	REVISED PER FIRE MARSHAL REVIEW
_	က	07/28/2021	JRC	REVISED PER CITY OF BRIGHTON REVIEW
_	2	07/06/2021	JRC	SUBMISSION FOR SITE PLAN APPROVAL
	_	06/16/2021	ECM / JRC	SUBMISSION FOR SITE PLAN APPROVAL
	ISSUE	DATE	ВУ	DESCRIPTION
ı				

NOT APPROVED FOR CONSTRUCTION









I" = 20' PROJECT ID: DET-210128

STORMWATER CONVEYANCE PLAN



SYMBOL DESCRIPTION PROPERTY LINE

PROPOSED GRADING CONTOUR PROPOSED GRADING RIDGELINE PROPOSED STORMWATER STRUCTURES PROPOSED STORMWATER PIPING



EXISTING DRAINAGE AREA MAP

I" = 30'

PROPOSED DRAINAGE AREA MAP

I'' = 30'

		STORMV				ENT CAL		TIONS	5	
Project:	9836 E G	rand River, Brig	hton MI - H	ypershine		Designer:	JRC		Date:	07/06/21
COMPOS	ITE C VAL	.UE								
Landcover			Area (SF)			C-Value*			Weighted Va	lue
Building / R			2,765		x	0.90		=	2,489	
	Hardscape		35,313		x	0.90		=	31,782	
Open Spac	e		17,231		x	0.30		=	5,169	
Subtotals			55,309					1	39,440	
*C-values obt	ained from Liv	ingston County Metho	d			Con	nposite C	Value, C:	0.71	
ALLOWA	BLE SITE	DISCHARGE &	BASIN DIS	CHARGE R	ATIO				_	
Sit	e Area, A:	1.27	AC			*Allowab	le Discha	rge Ratio:	0.20	CFSIAC
*Allowable dis	charge ratio b	ased on agricultural ru	ınoff			Allowable	Site Disch	narge, Qo:	0.25	CFS
BASIN VO	OLUME RE	QUIRED								
	Desig	gn Constant, K _I :	0.91							
V _F = 1,815	* A * C			•		First	t Flush Vo	olume, V _F :	1,643	CF
V _{BF} = 8,16	0 * A * C					Ва	nkfull V o	lume, V _{BF} :	7,388	CF
Duration	Duration	Intesity - 100 yr	Depth	Inflow Vol	ume	Outflow Vo	olume	Storage	Volume	
(MIN.)	(SEC.)	(IN/HR)	(IN)	(CF)		(CF)		(0	CF)	
5	300	9.17	2,750	2,490	İ	76		2,	414	
10	600	7.86	4,714	4,268		152		4,	116	
15	900	6.88	6,188	5,602		229		5,	374	
20	1200	6.11	7,333	6,640	ı	305		6,	335	
30	1800	5.00	9,000	8,149	ı	457		7,	692	
60	3600	3.24	11,647	10,54	5	914		9,	63 I	
90	5400	2.39	12,913	11,692	2	1,37	I	10	,320	
120	7200	1.90	13,655	12,363	3	1,828	3	10	,535	
180	10800	1.34	14,488	13,117	7	2,743	3	10	,375	
4-11 (144)										•

STORMWATER MANAGEMENT CALCULATIONS

Basin Volume Required, V_T: 10,535 CF

DRAINAGE AND UTILITY NOTES

- THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY
- NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING. 2. CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UP-GRADIENT.
- 3. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IMMEDIATELY IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

- THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL DOCUMENTS PRIOR TO CONSTRUCTION, THESE DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET. 2. THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOILS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL. SHORING DESIGNS SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC. AND THE OWNER PRIOR TO THE START
- OF CONSTRUCTION. 4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PERFORMED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND GROUNDWATER DISPOSAL.

STORMWATER UNDERGROUND BMP CONSTRUCTION NOTES

- I. THE CONTRACTOR SHALL INSTALL AND BACKFILL THE UNDERGROUND BMP IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. 2. UNDERGROUND BASINS SHALL UTILIZE A STONE BACKFILL WITH A
- MINIMUM VOID RATIO OF 40%. 3. NO CONSTRUCTION LOADING OVER UNDERGROUND BASINS IS PERMITTED UNTIL BACKFILL IS COMPLETE PER THE MANUFACTURER'S SPECIFICATIONS. NO VEHICLES SHALL BE STAGED OR OPERATE FROM A FIXED POSITION OVER THE BASIN.



30'	0'	30'	60'
	GRAPHIC SC	CALE IN FEET	
	" =	= 30'	

			REVISED PER PLANNING	REVISED PER FIRE MARSI	REVISED PER CITY OF BR	SUBMISSION FOR SITE P	SUBMISSION FOR SITE P	DESC
			JRC	ECM	JRC	JRC	ECM / JRC	ВҮ
			08/27/2021	08/04/2021	07/28/2021	07/06/2021	06/16/2021	DATE
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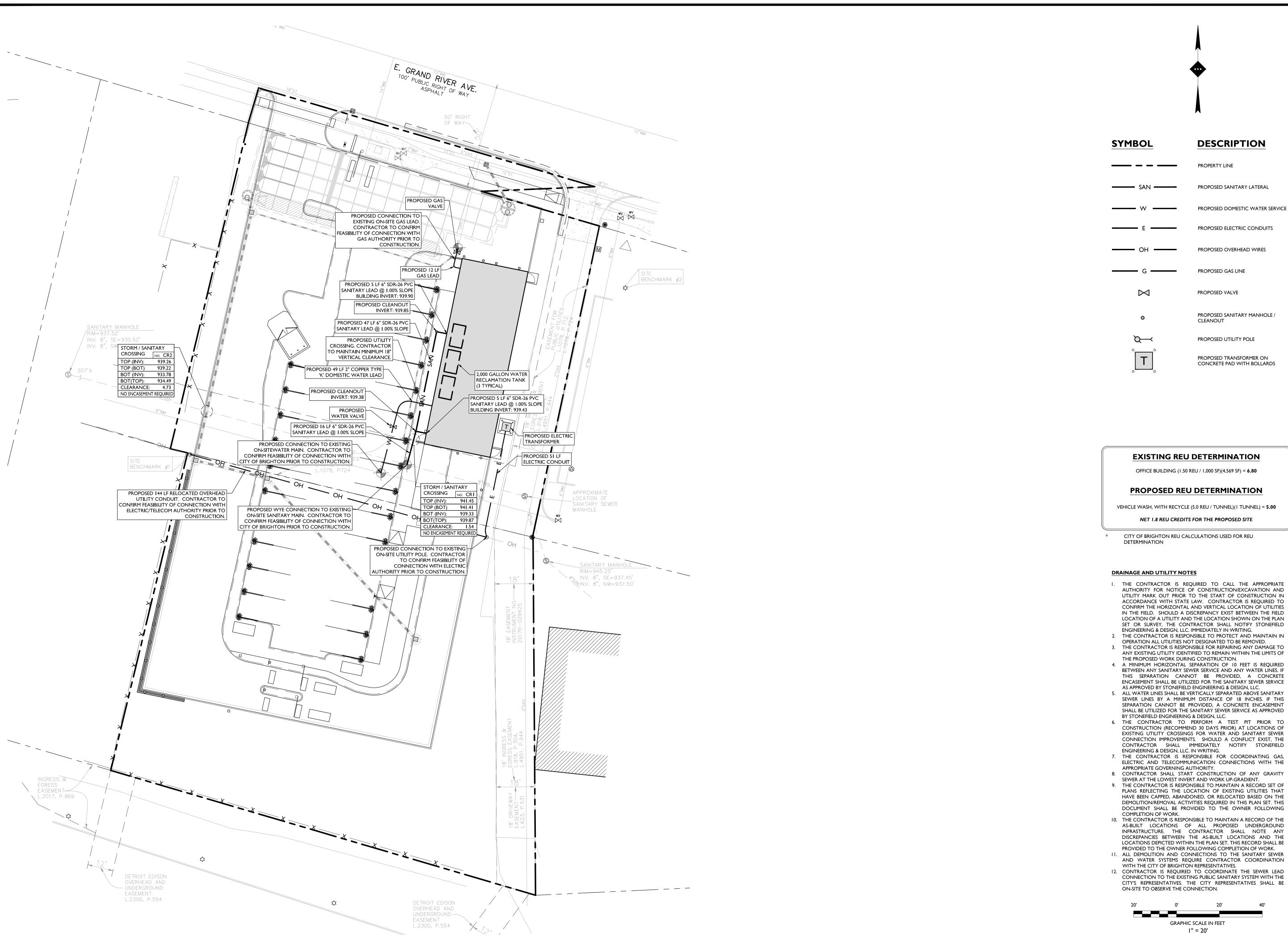






I" = 30' PROJECT ID: DET-210128

STORMWATER MANAGEMENT PLAN



				REVISED PER PLANNING COMMISSION REV	REVISED PER FIRE MARSHAL REVIEW	REVISED PER CITY OF BRIGHTON REVIEW	SUBMISSION FOR SITE PLAN APPROVAL	SUBMISSION FOR SITE PLAN APPROVAL	DESCRIPTION
				JRC	ECM	JRC	JRC	ECM / JRC	ВҮ
				08/27/2021	08/04/2021	07/28/2021	07/06/2021	06/16/2021	DATE
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NOT APPROVED FOR CONSTRUCTION

PROPOSED UTILITY POLE

PROPOSED SANITARY MANHOLE /

DESCRIPTION

PROPOSED SANITARY LATERAL

PROPOSED ELECTRIC CONDUITS

PROPOSED OVERHEAD WIRES

PROPOSED GAS LINE

PROPOSED VALVE

CLEANOUT

PROPOSED DOMESTIC WATER SERVICE

PROPERTY LINE

PROPOSED TRANSFORMER ON CONCRETE PAD WITH BOLLARDS

OFFICE BUILDING (1.50 REU / 1,000 SF)(4,569 SF) = **6.80**

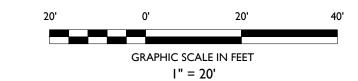
PROPOSED REU DETERMINATION

VEHICLE WASH, WITH RECYCLE (5.0 REU / TUNNEL)(I TUNNEL) = 5.00

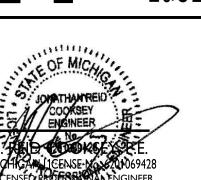
NET 1.8 REU CREDITS FOR THE PROPOSED SITE

* CITY OF BRIGHTON REU CALCULATIONS USED FOR REU

- I. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IMMEDIATELY IN WRITING.
- 2. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN IN OPERATION ALL UTILITIES NOT DESIGNATED TO BE REMOVED. 3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO
- THE PROPOSED WORK DURING CONSTRUCTION. 4. A MINIMUM HORIZONTAL SEPARATION OF 10 FEET IS REQUIRED BETWEEN ANY SANITARY SEWER SERVICE AND ANY WATER LINES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE
- ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC. 5. ALL WATER LINES SHALL BE VERTICALLY SEPARATED ABOVE SANITARY SEWER LINES BY A MINIMUM DISTANCE OF 18 INCHES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED
- BY STONEFIELD ENGINEERING & DESIGN, LLC. 6. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR WATER AND SANITARY SEWER CONNECTION IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING GAS, ELECTRIC AND TELECOMMUNICATION CONNECTIONS WITH THE
- 8. CONTRACTOR SHALL START CONSTRUCTION OF ANY GRAVITY SEWER AT THE LOWEST INVERT AND WORK UP-GRADIENT. 9. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT
- DEMOLITION/REMOVAL ACTIVITIES REQUIRED IN THIS PLAN SET. THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK. 10. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY
- DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK. II. ALL DEMOLITION AND CONNECTIONS TO THE SANITARY SEWER AND WATER SYSTEMS REQUIRE CONTRACTOR COORDINATION
- WITH THE CITY OF BRIGHTON REPRESENTATIVES. 12. CONTRACTOR IS REQUIRED TO COORDINATE THE SEWER LEAD CONNECTION TO THE EXISTING PUBLIC SANITARY SYSTEM WITH THE CITY'S REPRESENTATIVES. THE CITY REPRESENTATIVES SHALL BE









I" = 20' PROJECT ID: DET-210128

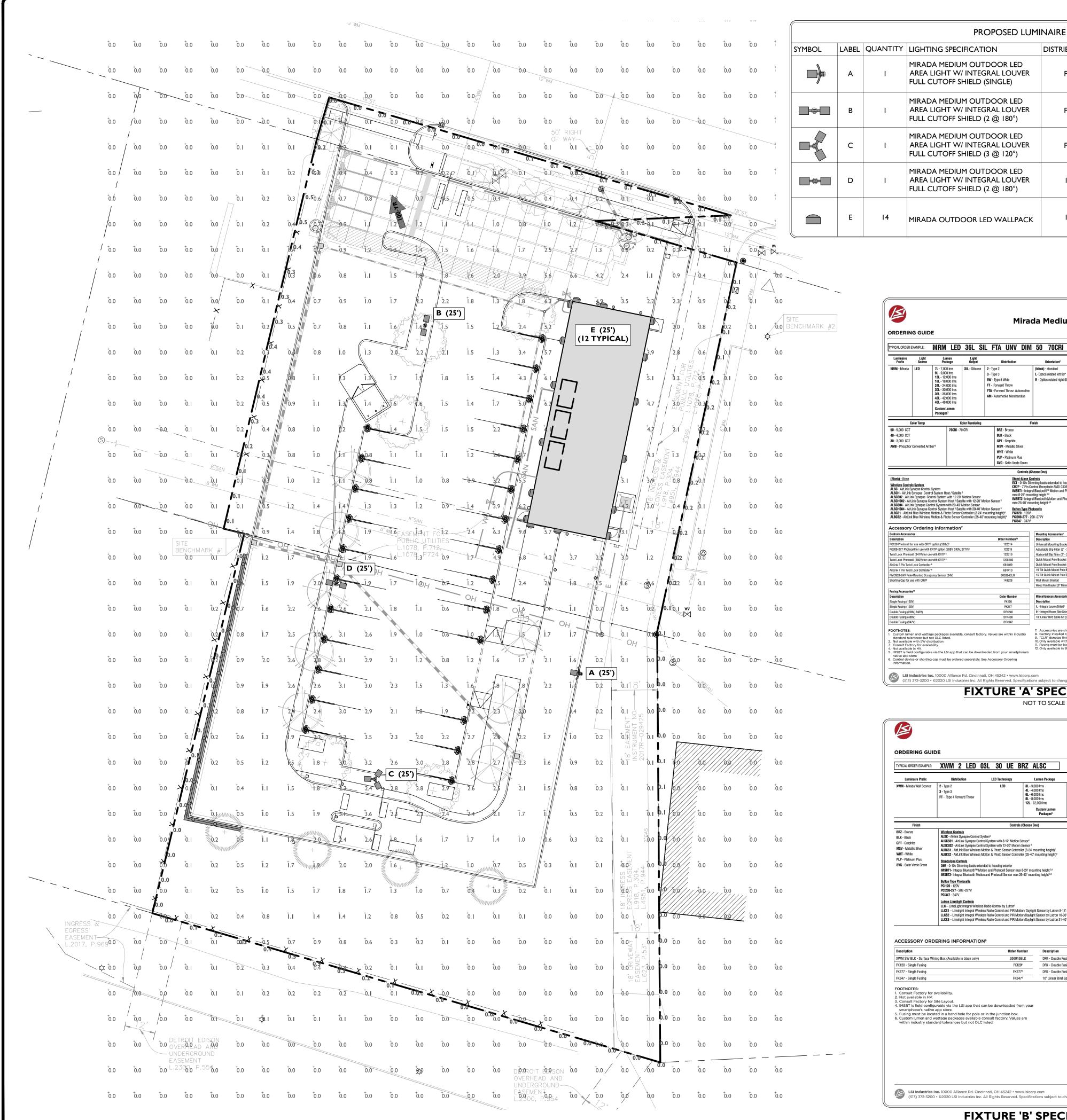
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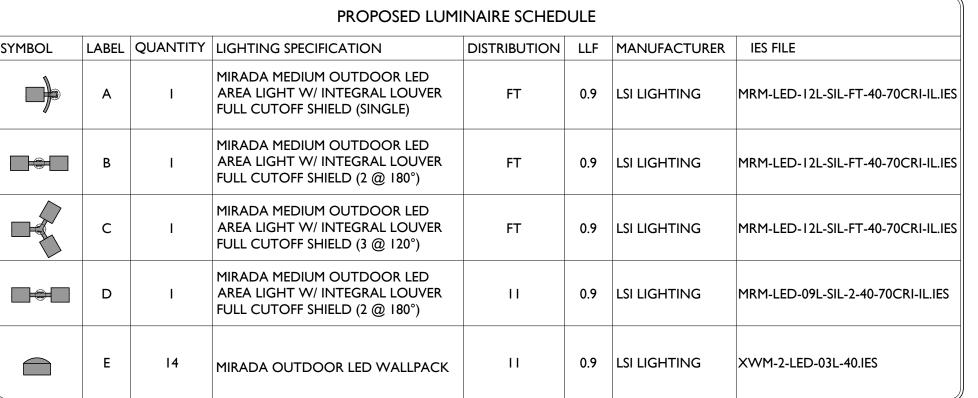
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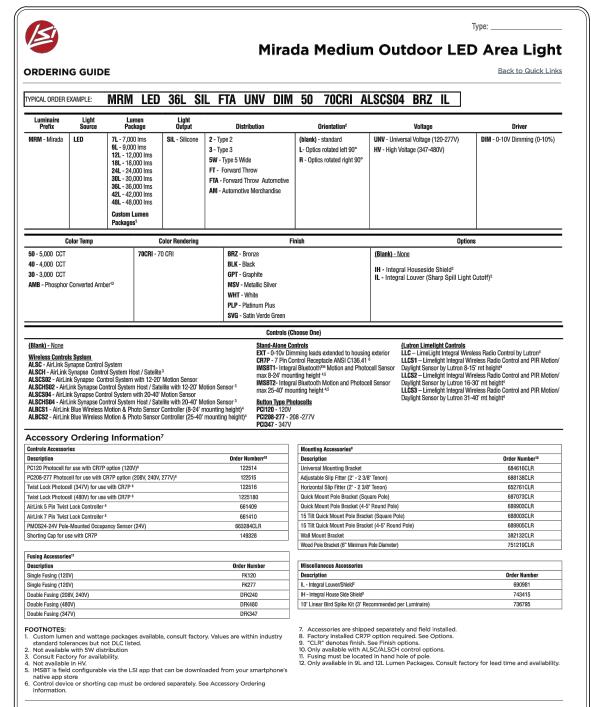
UTILITY PLAN

DRAWING:

C-7







FIXTURE 'A' SPECIFICATION NOT TO SCALE

Mirada Wall Sconce (XWM) ORDERING GUIDE Back to Quick Links TYPICAL ORDER EXAMPLE: XWM 2 LED 03L 30 UE BRZ ALSC Luminaire Prefix 3L - 3,000 lms 4L - 4,000 lms 6L - 6,000 lms 8L - 8,000 lms 12L - 12,000 lms XWM - Mirada Wall Sconce 2 - Type 2 UE - Universal Voltage (120-277V) HV - High Voltage (347-480V) FT - Type 4 Forward Throw Custom Lumen Packages⁵ BRZ - Bronze BLK - Black Wireless Controls

ALSC - Airlink Synapse Control System²

ALSCS01 - Airlink Synapse Control System with 8-12' Motion Sensor²

ALSCS02 - Airlink Synapse Control System with 12-20' Motion Sensor²

ALSCS02 - Airlink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)²

ALBCS1 - Airlink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)² CWBB - Cold Weather Battery Backup² GPT - Graphite
MSV - Metallic Silver
WHT - White
PLP - Platinum Plus
SVG - Satin Verde Green XPMA - Pole Mounting Bracket SP1 - 10kV Surge Protection TB - Terminal Block Standalone Controls

DIM - 0-10v Dimming leads extended to housing exterior Lutron Limelight Controls

LLC – LimeLight Integral Wireless Radio Control by Lutron²

LLCS1 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height²

LLCS2 – Limelight Integral Wireless Radio Control and PIR Motion/Daylight Sensor by Lutron 16-30' mt height²

LLCS3 – Limelight Integral Wireless Radio Control and PIR Motion/Daylight Sensor by Lutron 31-40' mt height² ACCESSORY ORDERING INFORMATION⁶ Order Number XWM SW BLK - Surface Wiring Box (Available in black only) 356915BLK DFK - Double Fusing

iig	FK347°	TO Linear Bird Spike Kit (2 Neconfinenced per Luminaire)
ory for availability. In HV. In HV. Iry for Site Layout. configurable via the LSI app that can be native app store. Is located in a hand hole for pole or in the n and wattage packages available consult y standard tolerances but not DLC listed.	downloaded from your e junction box. t factory. Values are	Luminaire Shown with IMSBT
		IMSBT '

NOT TO SCALE

DFK - Double Fusing (240V)

DFK - Double Fusing (480V)

FIXTURE 'B' SPECIFICATION



SYMBOL **DESCRIPTION**

+X.X

PROPERTY LINE

PROPOSED LIGHTING FIXTURE A (XX') (MOUNTING HEIGHT)

(FOOTCANDLES)

PROPOSED AREA LIGHT

PROPOSED LIGHTING INTENSITY

PROPOSED BUILDING MOUNTED LIGHT

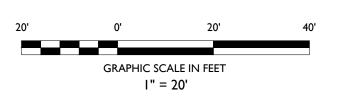
2	LIGHTING REQUIREMENTS					
CODE SECTION	REQUIRED	PROPOSED				
§ 95-5.4.2	ONLY DOWNWARD-DIRECTED, FULLY SHIELDED, FULL CUT-OFF LIGHTING SHALL BE PERMITTED	PROVIDED				
§ 95-5.4.6	AVERAGE TO MINIMUM RATIO: 4:1 (1)	2.78:1				
§ 95-5.4.6	MAXIMUM PROPERTY LINE ILLUMINATION: 0.5 FC	0.5 FC				
§ 95-5.4.7	MAXIMUM FIXTURE HEIGHT: 30 FT	25 FT				

IN CASES WHERE THE MINIMUM LIGHTING IS LESS THAN 0.5 FOOT CANDLES, 0.5 SHALL BE USED AS THE MINIMUM LEVEL FOR PURPOSES OF CALCULATING THE 4:1 RATIO.

	LIGHTING S	TATISTICS	
DESCRIPTION	AVERAGE	MINIMUM	MAXIMUM
OVERALL SITE	1.39 FC	0.00 FC	8.10 FC
PROPERTY LINE	0.14 FC	0.00 FC	0.50 FC

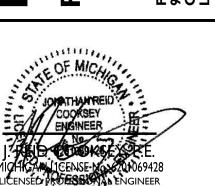
GENERAL LIGHTING NOTES

- I. THE LIGHTING LEVELS DEPICTED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LISTED MANUFACTURER. ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH ARE WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER
- VARIABLE FIELD CONDITIONS. 2. WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DEPICTED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SIMILAR
- LIGHTING FIXTURE MODEL. 3. UNLESS NOTED ELSEWHERE WITHIN THIS PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS: LIGHT EMITTING DIODES (LED): 0.90
- HIGH PRESSURE SODIUM: METAL HALIDE: 4. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING/ PROPOSED DRAINAGE, UTILITY, OR OTHER IMPROVEMENTS.
- 5. THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.



			REVISED PER PLANNING COMMISSION REV	REVISED PER FIRE MARSHAL REVIEW	REVISED PER CITY OF BRIGHTON REVIEW	SUBMISSION FOR SITE PLAN APPROVAL	SUBMISSION FOR SITE PLAN APPROVAL	DESCRIPTION
			JRC	ECM	JRC	JRC	ECM / JRC	ВҮ
			08/27/2021	08/04/2021	07/28/2021	07/06/2021	06/16/2021	DATE
			2	4	3	2	_	ISSUE
OT AF	PRO	VEC	FC	R C	ON	STR	UC'	ΓΙΟΝ







I" = 20' PROJECT ID: DET-210128

YPERSHINE

LIGHTING PLAN



PLANT SCHEDULE							
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS		
DECIDUOUS TRE	EES (TOTAL: 19)						
ACE. RUB.	6	ACER RUBRUM 'FRANKSRED'	RED SUNSET RED MAPLE	3" CAL.	B&B		
PYR. CAL.	8	PYRUS CALLERYANA	CLEVELAND SELECT PEAR	3" CAL.	B&B		
GIN. BIL.	5	GINKGO BILOBA 'SENTRY'	PRINCETON SENTRY	3" CAL.	B&B		
EVERGREEN TRE	E (TOTAL: 4)						
THU. OCC.	4	THUJA OCCIDENTALIS 'NIGRA'	DARK AMERICAN ARBORVITAE	6' - 8'	CONT.		

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.

CODE SECTION REQUIRED			
CODE SECTION	REQUIRED	PROPOSED	
95-5.7.C.2	REQUIRED GREENBELTS:	6 TREES	
	ONE (I) CANOPY TREE PER THIRTY (30) LF OF FRONTAGE, INCLUDING ANY OPENINGS FOR DRIVEWAYS		
	(171 LF FRONTAGE)(1 TREE / 30 LF) = 6 TREES		
§ 95-5.7.E.2.b	PARKING LOT LANDSCAPING:	PROVIDED	
	AISLE END CAP SHALL BE REQUIRED AND BE NOT LESS THAN 275 SF AND TEN (10) FT IN WIDTH AND SHALL INCLUDE AT LEAST ONE SHADE TREE.		
§ 95-5.7.E.2.c(1)	INTERNAL LANDSCAPING:	4,326 SF	
	AN AREA EQUAL TO THREE PERCENT OF THE TOTAL AREA DEVOTED TO PARKING SPACES AND DRIVE AISLES SHALL BE LANDSCAPED		
	(25,555 SF PARKING/DRIVE AISLE)*(0.03) = 767 SF		
95-5.7.E.2.c(3)	INTERNAL LANDSCAPING:	17 TREES	
	ONE (I) DECIDUOUS OR EVERGREEN TREE FOR EVERY 250 SF OF LANDSCAPE AREA. WHEN LANDSCAPING IS PROVIDED IN A CONTINUOUS ROW AT LEAST SIX (6) FT WIDE, ONE TREE FOR EACH 30 LF SHALL SATISFY THIS REQUIREMENT.		
	(4,326 SF AREA)*(1 TREE/250 SF) = 17 TREES		

LANDSCAPING KEY						
TREE KEY	TREE SYMBOL	COMMON NAME				
to the state of th	GIN. BIL.	PRINCETON SENTRY				
	ACE. RUB.	RED SUNSET MAPLE				
	PYR. CAL.	CLEVELAND SELECT PEAR				
	THU. OCC.	DARK AMERICAN ARBORVITAE				

IRRIGATION NOTE:

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

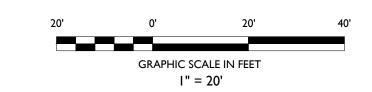
LANDSCAPING NOTES

- I. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SOD.
 THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH AND ADD METAL EDGING AROUND ALL
- MULCH AREAS.

 4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1
- SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.

 5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
- WITHIN AREAS OF DISTURBANCE.

 6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.



NOT APPROVED FOR CONSTRUCTION

FIELD sign oston, MA erford, NJ

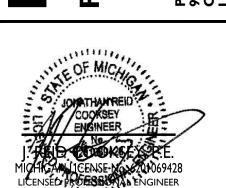
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I

PERSHINE

EL ID: 4718-32-300-005 & 4718-32-3 E GRAND RIVER AVENUE DE RRIGHTON





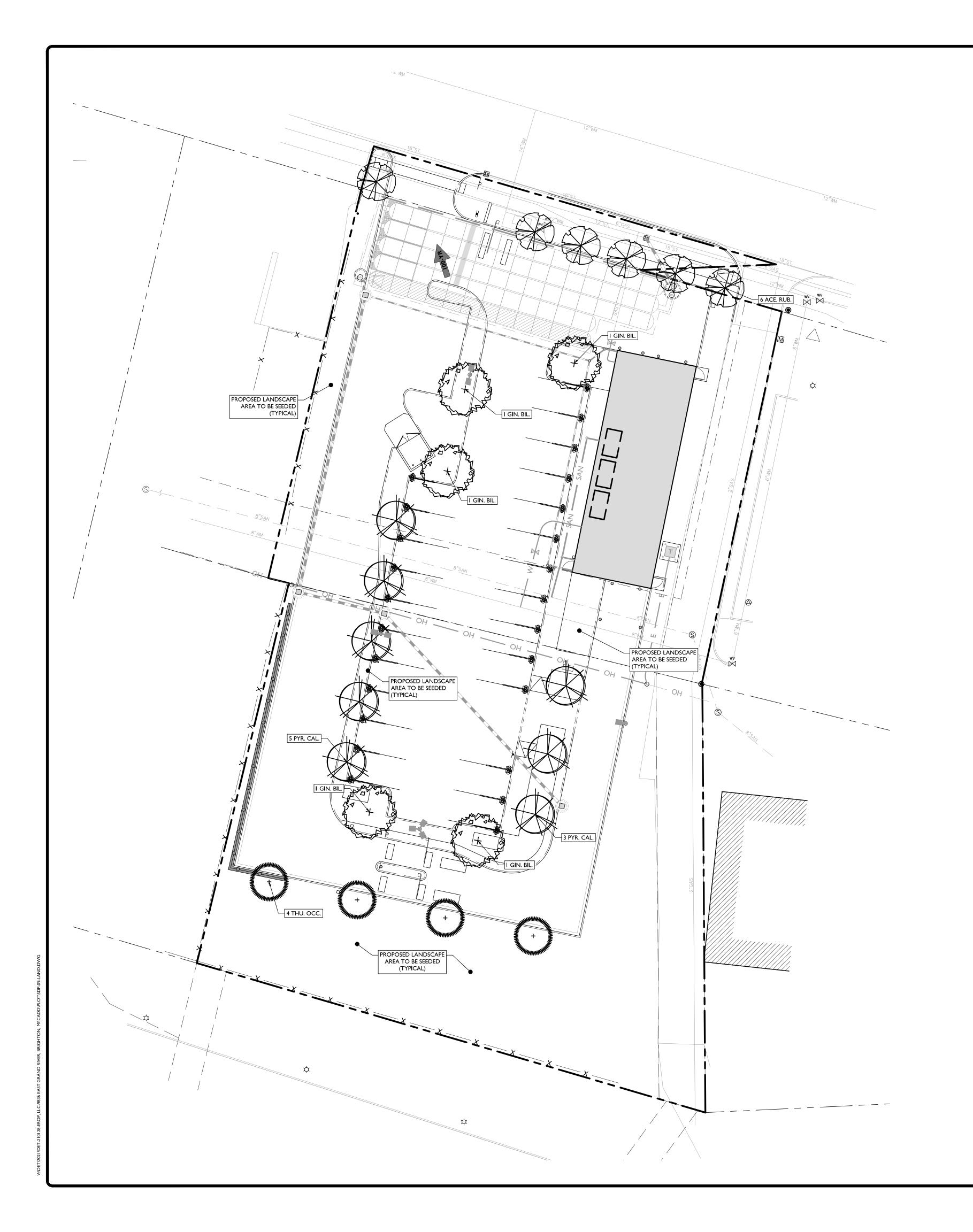
SCALE: I" = 20' PROJECT ID: DET-210128

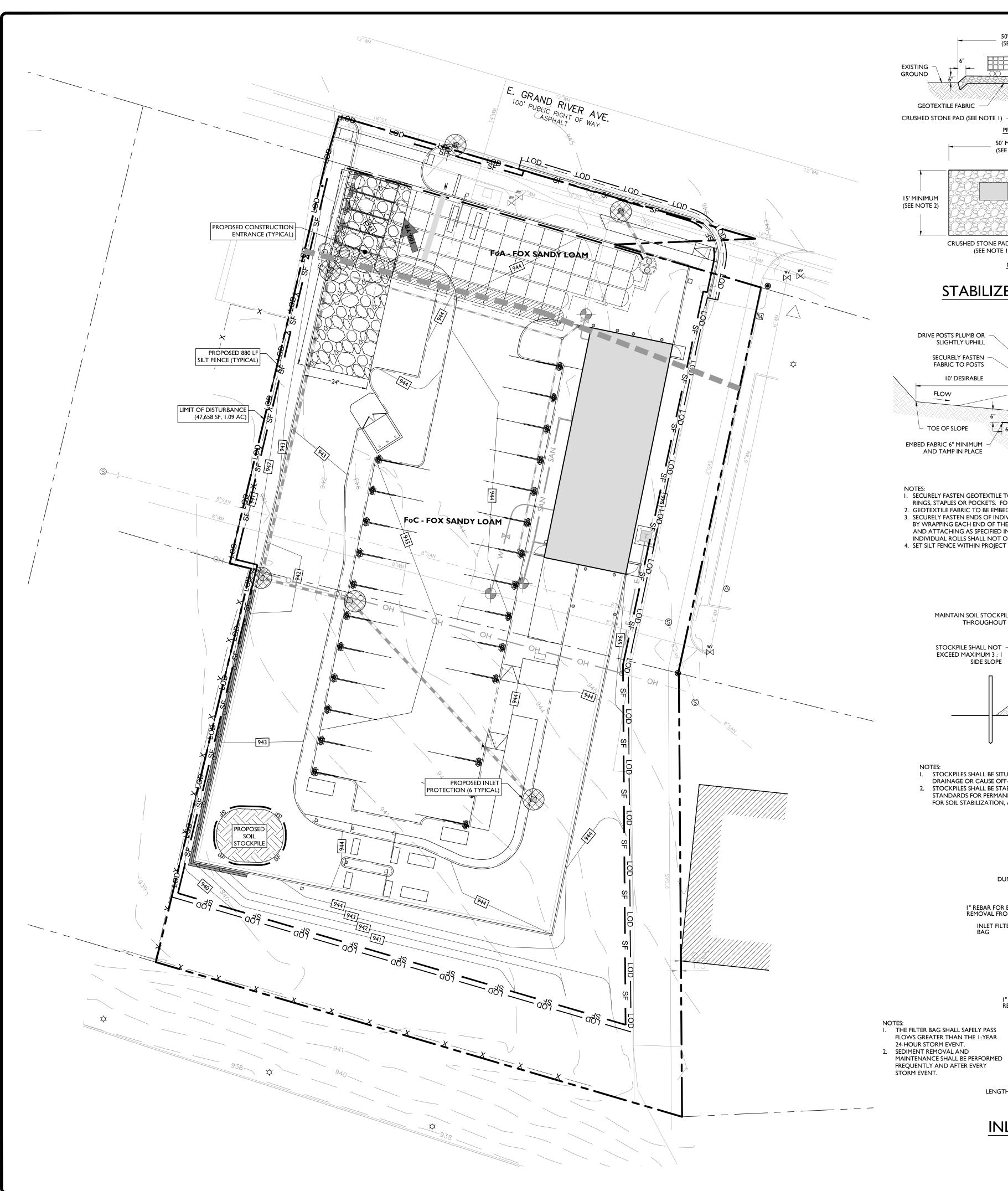
TITLE:

LANDSCAPING PLAN

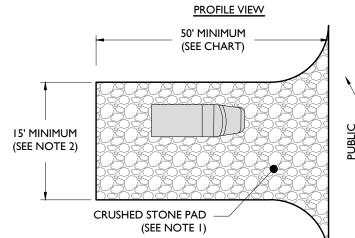
DRAWING:

C-9





50' MINIMUM (SEE CHART)	SLOPE OF	LENGTH OF S	STONE REQ'D
6"	PUBLIC ROADWAY	COARSE GRAINED SOILS	FINE GRAINED SOILS
STING 6" MIN. PUBLIC ROADWAY	0% TO 2%	50 FEET	100 FEET
6"	2% TO 5%	100 FEET	200 FEET
	> 5%	SEE N	OTE 4



PLAN VIEW

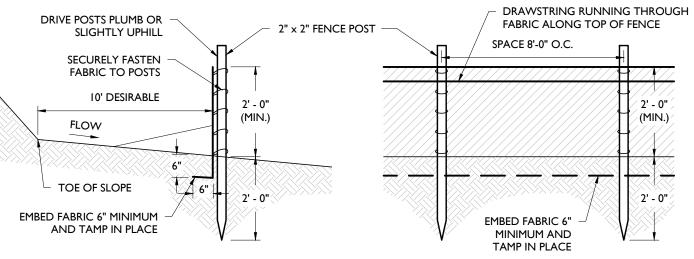
STONE SHALL BE ASTM C-33, SIZE No. 2 (2.5" TO 1.5") OR No. 3 (2" TO I") CLEAN CRUSHED ANGULAR STONE.

WIDTH SHALL BE 15' MINIMUM OR THE FULL WIDTH OF THE ACCESS POINT, WHICHEVER IS GREATER. STORMWATER FROM UP-SLOPE AREAS SHALL BE DIVERTED AWAY FROM THE STABILIZED PAD, WHERE POSSIBLE. AT POORLY DRAINED LOCATIONS, SUBSURFACE DRAINAGE GRAVEL FILTER OR GEOTEXTILE SHALL BE INSTALLED BEFORE THE STABILIZED CONSTRUCTION ENTRANCE. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 5%, A

- STABILIZED BASE OF HOT MIX ASPHALT BASE COURSE SHALL BE INSTALLED. THE TYPE AND THICKNESS OF THE BASE COURSE AND USE OF DENSE GRADED AGGREGATE SUB-BASE SHALL BE AS PRESCRIBED BY LOCAL MUNICIPAL ORDINANCE OR GOVERNING AUTHORITY. CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION
- BETWEEN THE STABILIZED CONSTRUCTION ACCESS AND THE PUBLIC ROADWAY.

STABILIZED CONSTRUCTION ACCESS DETAIL

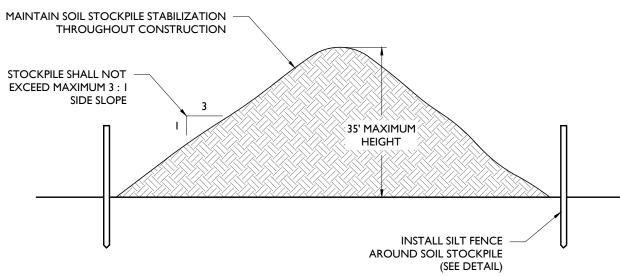
NOT TO SCALE



I. SECURELY FASTEN GEOTEXTILE TO FENCE POST BY USE OF WIRE TIES, HOG RINGS, STAPLES OR POCKETS. FOUR TO SIX FASTENERS PER POST. 2. GEOTEXTILE FABRIC TO BE EMBEDDED 6" (MIN.) AND TAMP IN PLACE. 3. SECURELY FASTEN ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE TO A POST BY WRAPPING EACH END OF THE GEOTEXTILE AROUND THE POST TWICE AND ATTACHING AS SPECIFIED IN NOTE I ABOVE. SPLICING OF INDIVIDUAL ROLLS SHALL NOT OCCUR AT LOW POINTS. 4. SET SILT FENCE WITHIN PROJECT LIMITS. 10'-0" IS DESIRABLE.

SILT FENCE DETAIL

NOT TO SCALE

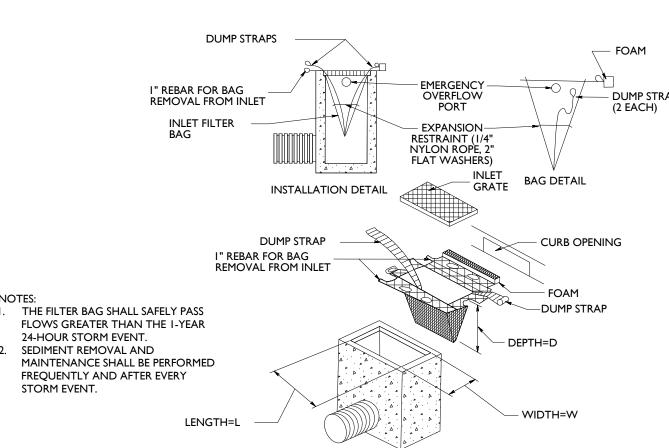


I. STOCKPILES SHALL BE SITUATED SO AS NOT TO OBSTRUCT NATURAL DRAINAGE OR CAUSE OFF-SITE ENVIRONMENTAL DAMAGE.

2. STOCKPILES SHALL BE STABILIZED IN ACCORDANCE WITH THE STANDARDS FOR PERMANENT OR TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION, AS APPROPRIATE (SEE SOIL EROSION NOTES).

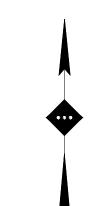
SOIL STOCKPILE DETAIL

NOT TO SCALE



INLET FILTER BAG DETAIL

NOT TO SCALE



SYMBOL	DESCRIPTION
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
LOD —	PROPOSED LIMIT OF DISTURBANCE
SF	PROPOSED SILT FENCE
——— TPF ———	PROPOSED TREE PROTECTION FENC
	PROPOSED STOCKPILE & EQUIPMENT STORAGE
	PROPOSED STABILIZED CONSTRUCTION ENTRANCE

SEQUENCE OF CONSTRUCTION

INSTALL SILT FENCE, CONSTRUCTION ENTRANCE, AND INLET FILTER BAGS ON EXISTING CATCH BASINS (2 DAYS).

PROPOSED INLET PROTECTION FILTER

- ROUGH GRADING AND TEMPORARY SEEDING (20 DAYS). EXCAVATE AND INSTALL UNDERGROUND UTILITIES, DRAINAGE PIPING,
- AND INLETS (20 DAYS). INSTALL INLET FILTERS (I DAY).
- BUILDING CONSTRUCTION AND SITE IMPROVEMENTS (90 DAYS). LANDSCAPING IMPROVEMENTS AND FINAL SEEDING (7 DAYS).
- REMOVE SOIL EROSION MEASURES (I DAY).

NOTE: TIME DURATIONS ARE APPROXIMATE AND ARE INTENDED TO ACT AS A GENERAL GUILE TO THE CONSTRUCTION TIMELINE. ALL DURATIONS ARE SUBJECT TO CHANGE BY CONTRACTOR. CONTRACTOR SHALL SUBMIT CONSTRUCTION SCHEDULE TO CITY AND ENGINEER. CONTRACTOR SHALL PHASE CONSTRUCTION **ACCORDINGLY**

FLOOD HAZARD AREA NOTES:

THERE ARE NO RIPARIAN ZONES ON SITE. THERE ARE NO FLOODWAYS ON SITE. NO PORTION OF THE SITE IS WITHIN THE 100-YR FLOOD AREA ALL ELEVATIONS SHOWN ARE BASED ON NAVD 88 DATUM.

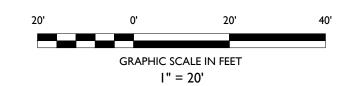
SOIL CHARACTERISTICS CHART					
TYPE OF SOIL	FOX SANDY LOAM (FoA)	FOX SANDY LOAM (FoC)			
PERCENT OF SITE COVERAGE	12.9%	87.1%			
HYDROLOGIC SOIL GROUP	С	С			
DEPTH TO RESTRICTIVE LAYER	> 80 INCHES	20 TO 36 INCHES			
SOIL PERMEABILITY	0.20 TO 2.00 IN / HR	0.20 TO 2.00 IN / HR			
DEPTH TO WATER TABLE	> 80 INCHES	> 80 INCHES			



Know what's **below** Call before you dig.

SOIL EROSION AND SEDIMENT CONTROL NOTES

- I. THE CONTRACTOR IS RESPONSIBLE FOR SOIL EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL
- 2. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL AIR QUALITY
- 3. THE CONTRACTOR IS RESPONSIBLE TO INSPECT ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES WEEKLY AND AFTER A PRECIPITATION EVENT GREATER THAN I INCH. THE CONTRACTOR SHALL MAINTAIN AN INSPECTION LOG ON SITE AND DOCUMENT CORRECTIVE ACTION TAKEN THROUGHOUT THE COURSE OF CONSTRUCTION AS REQUIRED.

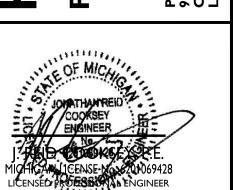


DESCRIPTION	ВҮ	DATE	ISSUE
ECM / JRC SUBMISSION FOR SITE PLAN APPROVA		06/16/2021	_
SUBMISSION FOR SITE PLAN APPROVA	JRC	07/06/2021	2
REVISED PER CITY OF BRIGHTON REVI	JRC	07/28/2021	3
REVISED PER FIRE MARSHAL REVIEW	ECM	08/04/2021	4
REVISED PER PLANNING COMMISSION	JRC	08/27/2021	2

NOT APPROVED FOR CONSTRUCTION



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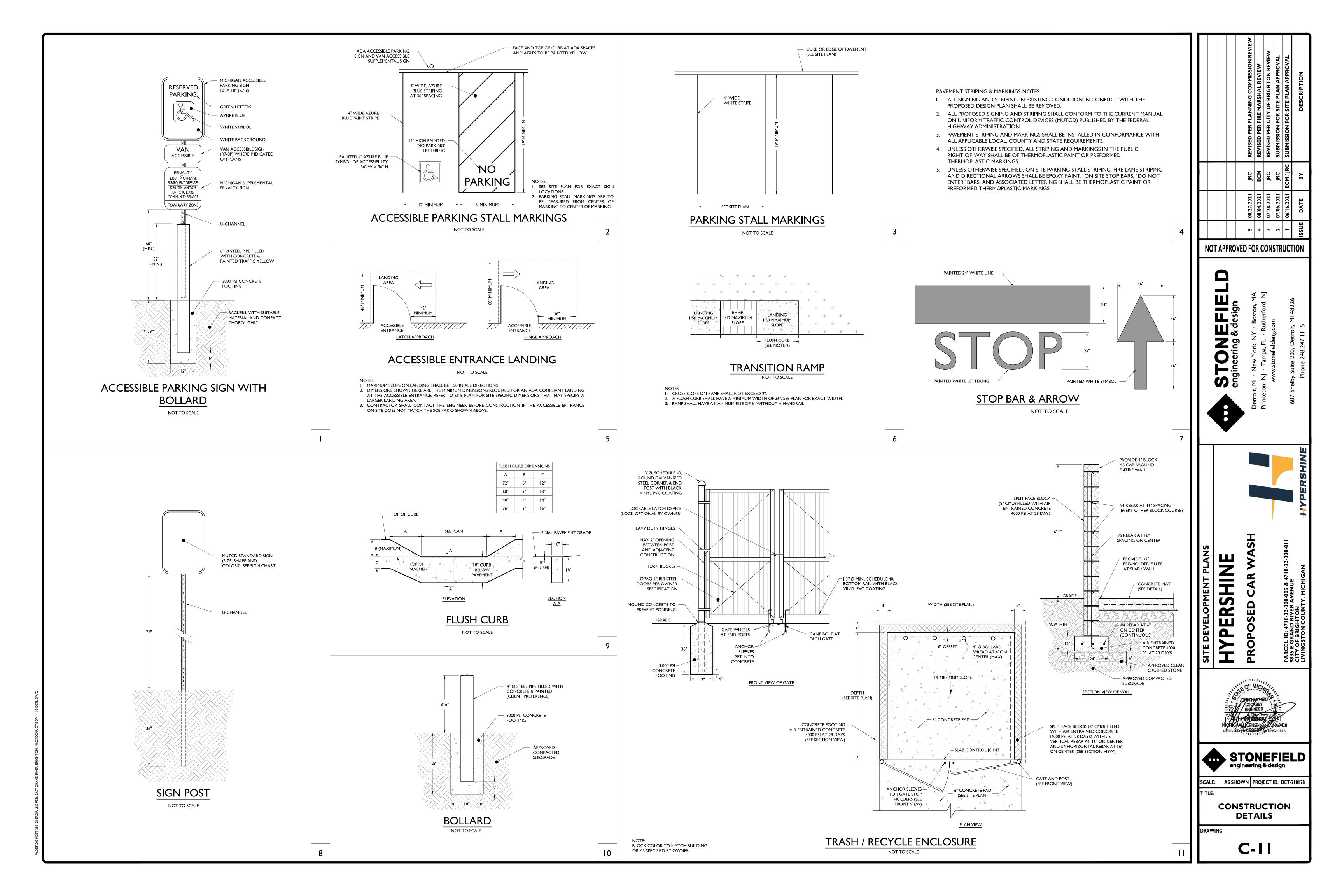


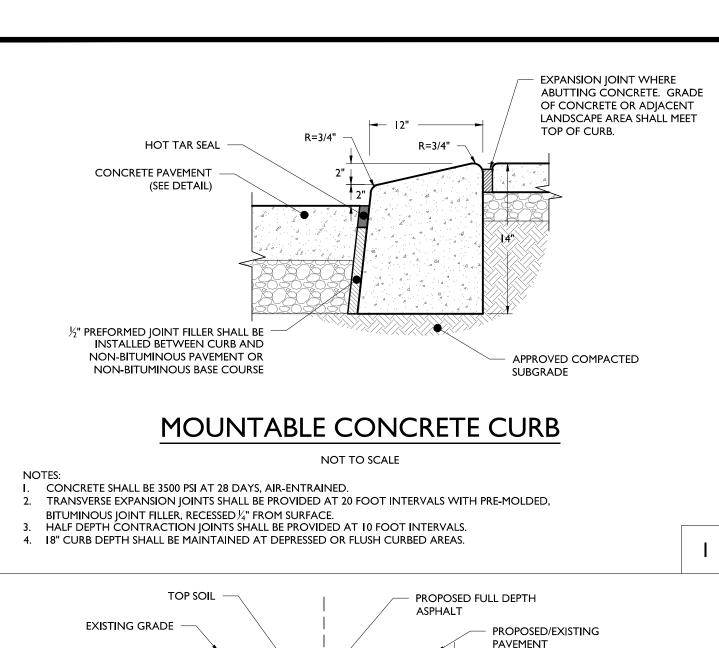
I" = 20' PROJECT ID: DET-210128

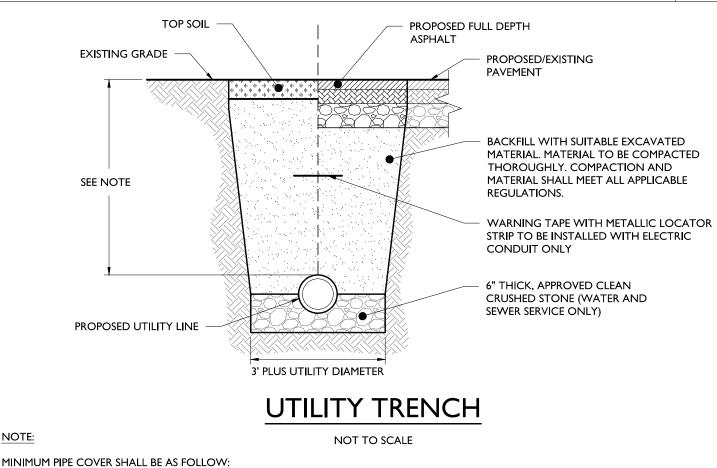
SOIL EROSION & SEDIMENT CONTROL PLAN

DRAWING:

C-10



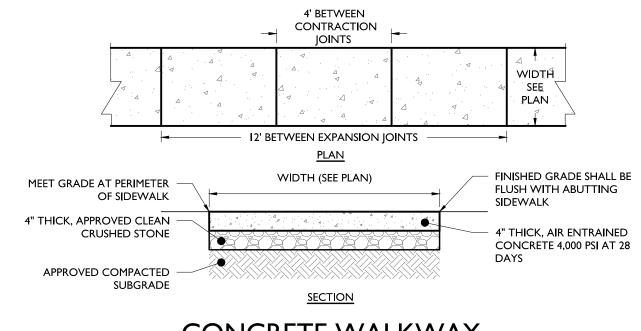




ELECTRIC SERVICE - PER APPLICABLE UTILITY AUTHORITY
 GAS SERVICE - PER APPLICABLE UTILITY AUTHORITY

• SEWER SERVICE - 36" MINIMUM

• WATER SERVICE - 48" MINIMUM

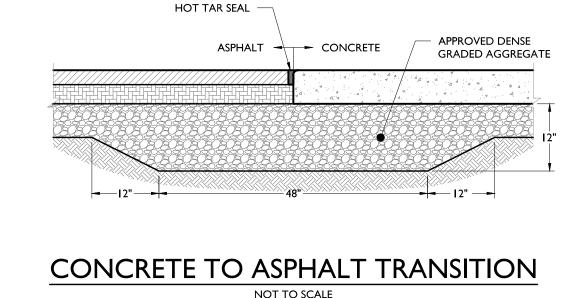


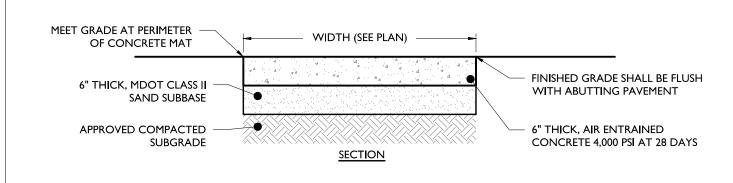
CONCRETE WALKWAY

NOT TO SCALE

I. MAXIMUM CROSS SLOPE SHALL BE $\frac{1}{4}$ " PER FOOT. 2. ¼" EXPANSION JOINTS SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED,

BITUMINOUS JOINT FILLER, RECESSED 1/4" FROM THE SURFACE. I" DEEP BY ¼" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT 4' INTERVALS.
 EXPANSION JOIN SHALL BE PROVIDED WHERE ADJACENT TO A BUILDING.



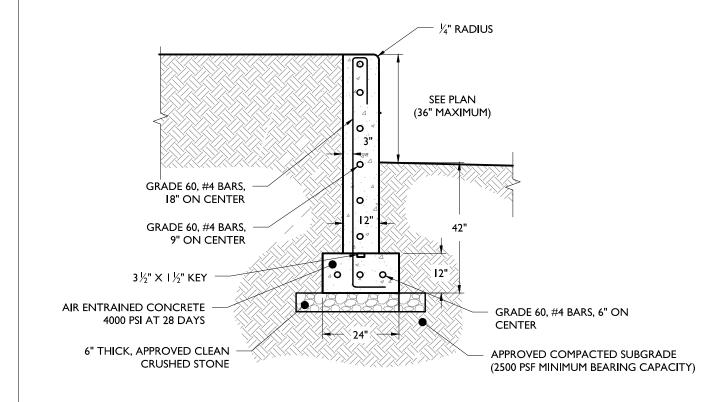


CONCRETE MAT

NOT TO SCALE

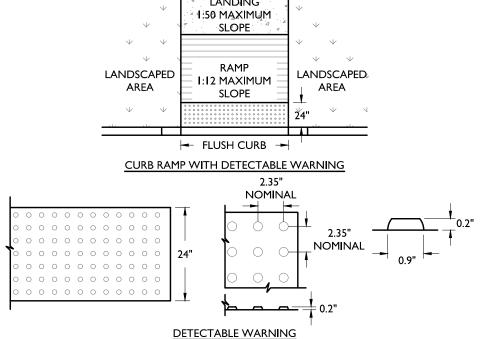
- I. $\frac{1}{2}$ " EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED 4" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
- 2. I" DEEP BY 1/4" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.

3. CONCRETE SHALL RECEIVE BROOM FINISH. 4. ALL EXPOSED CORNERS TO HAVE 12" CHAMFER



CONCRETE WALL DETAIL

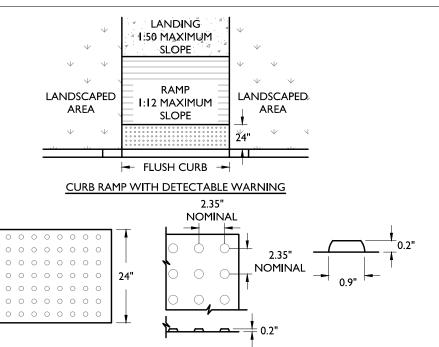
I. CONTRACTOR SHALL ENSURE 3" MINIMUM EMBEDMENT FOR REBAR EXPOSED TO EARTH AND 2" MINIMUM EMBEDMENT FOR REBAR EXPOSED TO WEATHER (SURFACE). NOSING REBAR TO BE EMBEDDED 1 /5". 2. BACKFILL TO BE SUITABLE MATERIAL COMPACTED TO 95% OF MAXIMUM DENSITY IN 6" TO 8" LIFTS



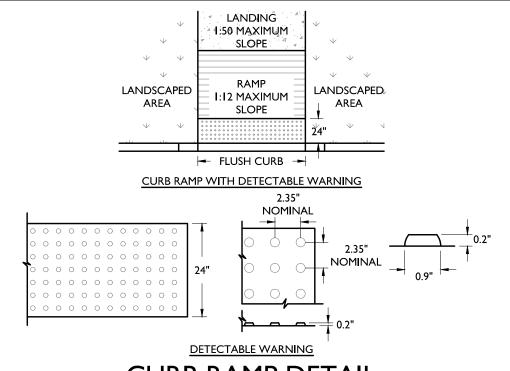
2. A FLUSH CURB SHALL HAVE A MINIMUM WIDTH OF 36". SEE PLAN FOR EXACT WIDTH. . Domes shall be aligned on a square grid in the predominant direction of travel to permit

WHEELS TO ROLL BETWEEN DOMES. VISUAL CONTRAST: THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE.

DETECTABLE WARNING STRIP REQUIRED WHERE RAMP DIRECTS PEDESTRIAN TRAFFIC TOWARDS VEHICLE TRAVEL WAY. WARNING STRIP SHALL BE CAST-IN-PLACE. 6. RAMP SHALL HAVE A MAXIMUM RISE OF 6" WITHOUT A HANDRAIL



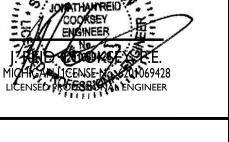
I. CROSS SLOPE ON RAMP SHALL NOT EXCEED 2%



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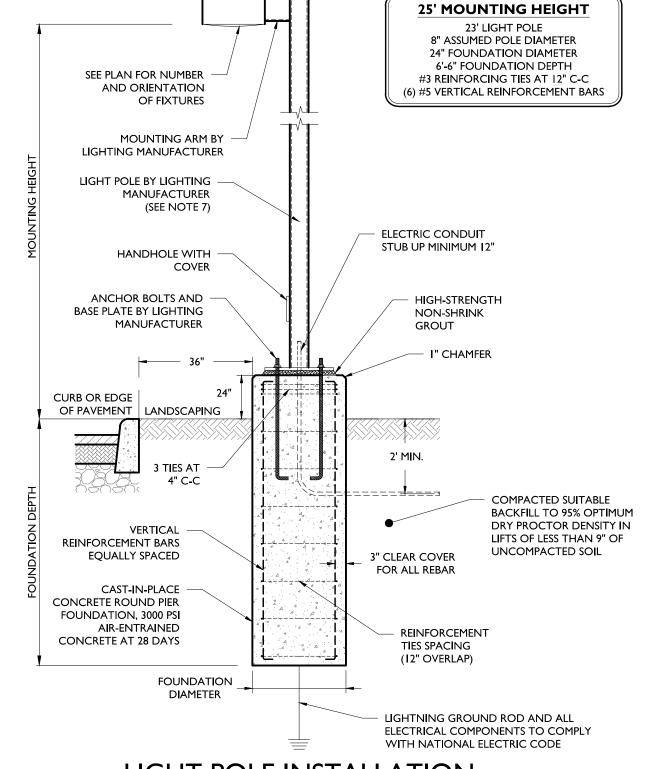


SCALE: AS SHOWN PROJECT ID: DET-210128

CONSTRUCTION **DETAILS**

DRAWING:

C-12



LIGHT POLE INSTALLATION

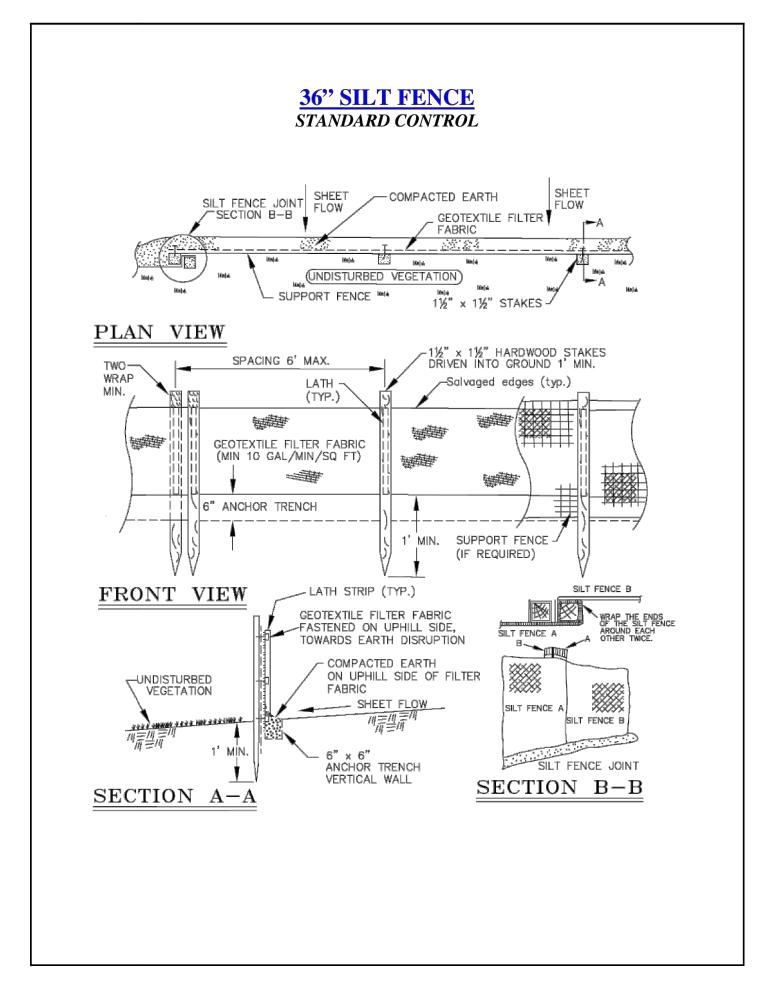
NOT TO SCALE I. MINIMUM SOIL BEARING PRESSURE OF 1500 PSF, SOIL FRICTION ANGLE OF 30 DEGREES, AND SOIL DRY UNIT WEIGHT OF 120 PCF SHALL BE CONFIRMED IN THE FIELD BY A QUALIFIED PROFESSIONAL.

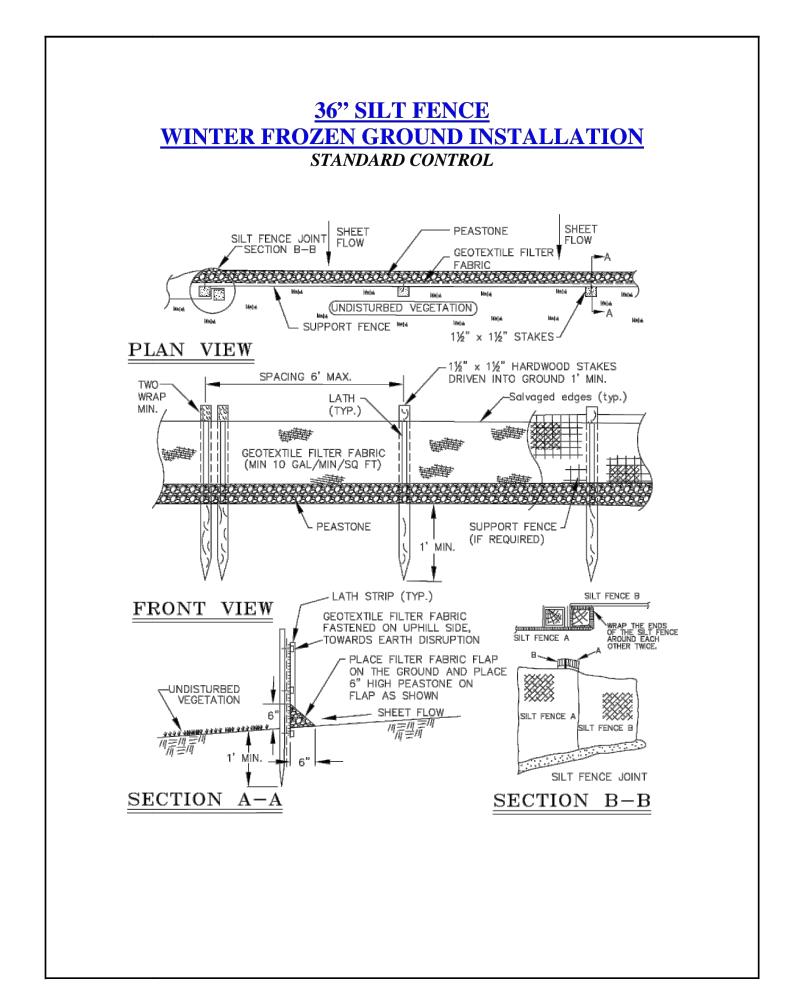
CAST-IN-PLACE CONCRETE SHALL BE CONSOLIDATED USING VIBRATOR.

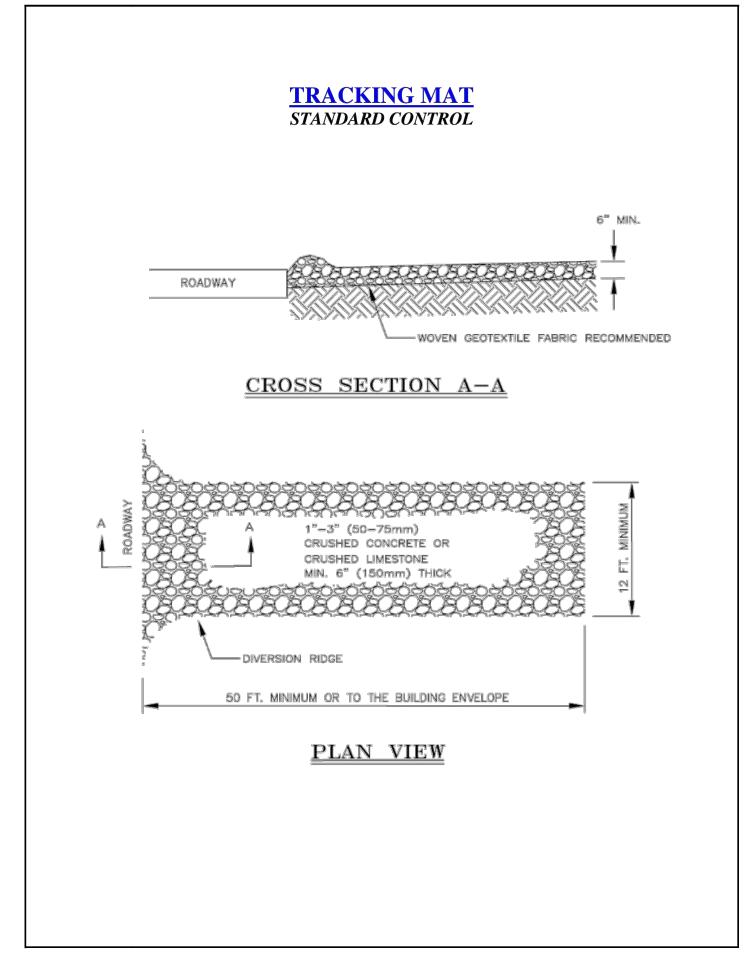
ALL REBAR TO BE NEW GRADE 60 STEEL. PRE-CAST PIERS ACCEPTABLE UPON WRITTEN APPROVAL OF SHOP DRAWING BY ENGINEER. CONCRETE TO BE INSTALLED A MINIMUM OF 7 DAYS PRIOR TO INSTALLING LIGHT POLE. POURED CONCRETE MIX

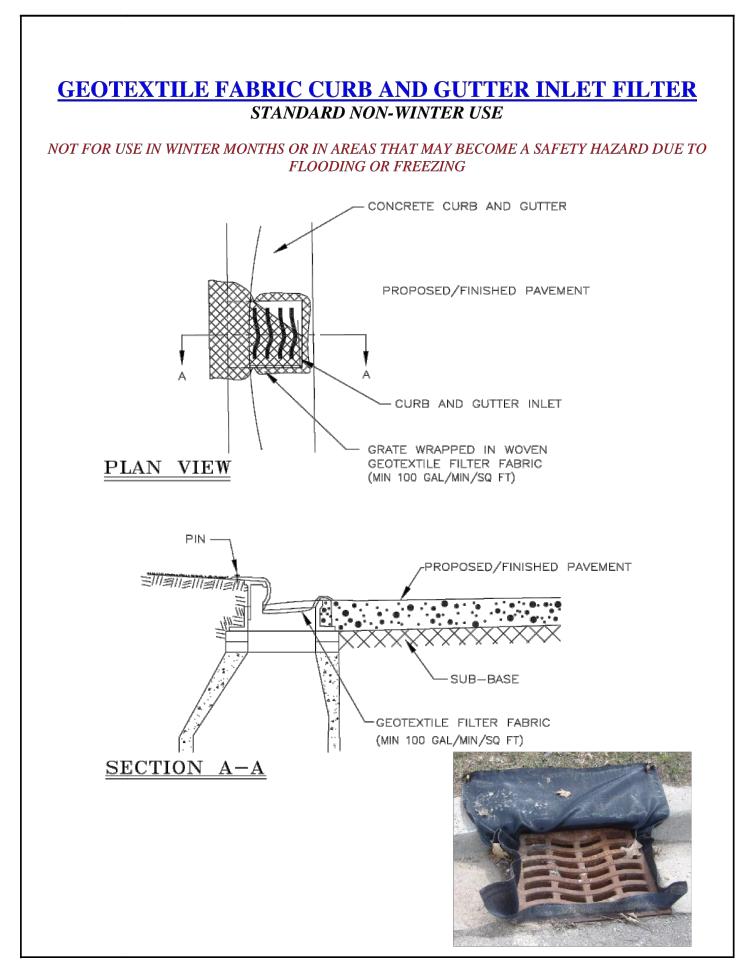
REQUIRED TO OBTAIN 80% OF DESIGN STRENGTH PRIOR TO INSTALLING LIGHT POLE. CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 4" (WITHIN I" TOLERANCE). POLE SHALL BE RATED FOR 10 MPH HIGHER THAN MAXIMUM WIND SPEED 33FT ABOVE GROUND FOR THE AREA BASED ON ANSI/ASCE 7-93.

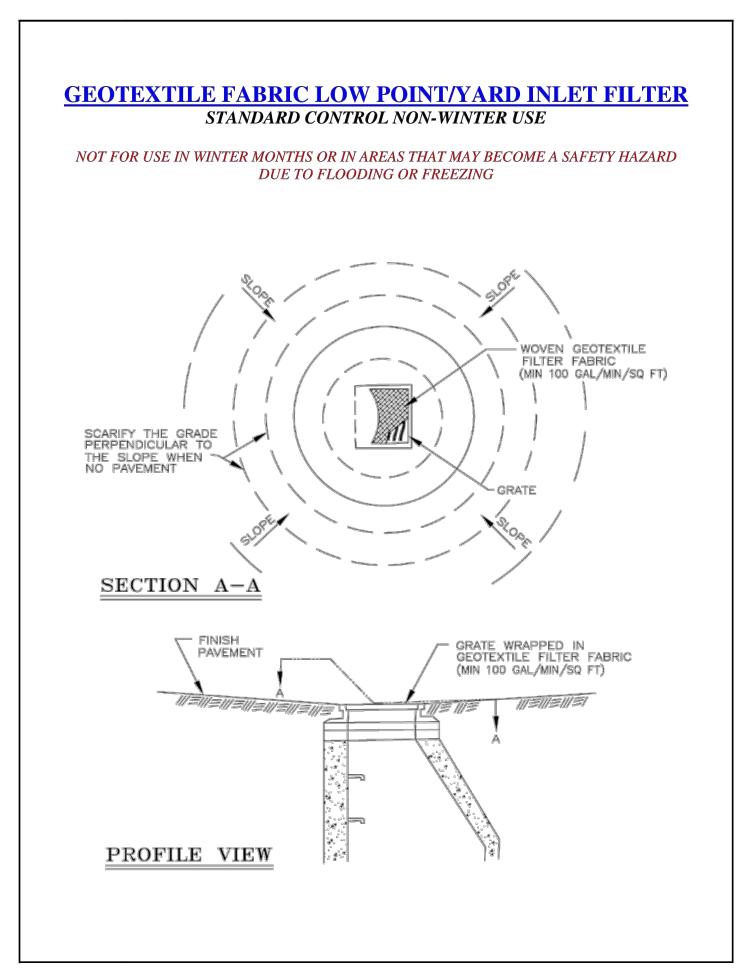
8. POUR TO BE TERMINATED AT A FORM. 9. WORK SHALL CONFORM TO ACI BEST PRACTICES FOR APPROPRIATE TEMPERATURE AND WEATHER CONDITIONS. 10. CONTRACTOR TO TEMPORARILY SUPPORT ADJACENT SOIL AND STRUCTURES DURING EXCAVATION IF REQUIRED.

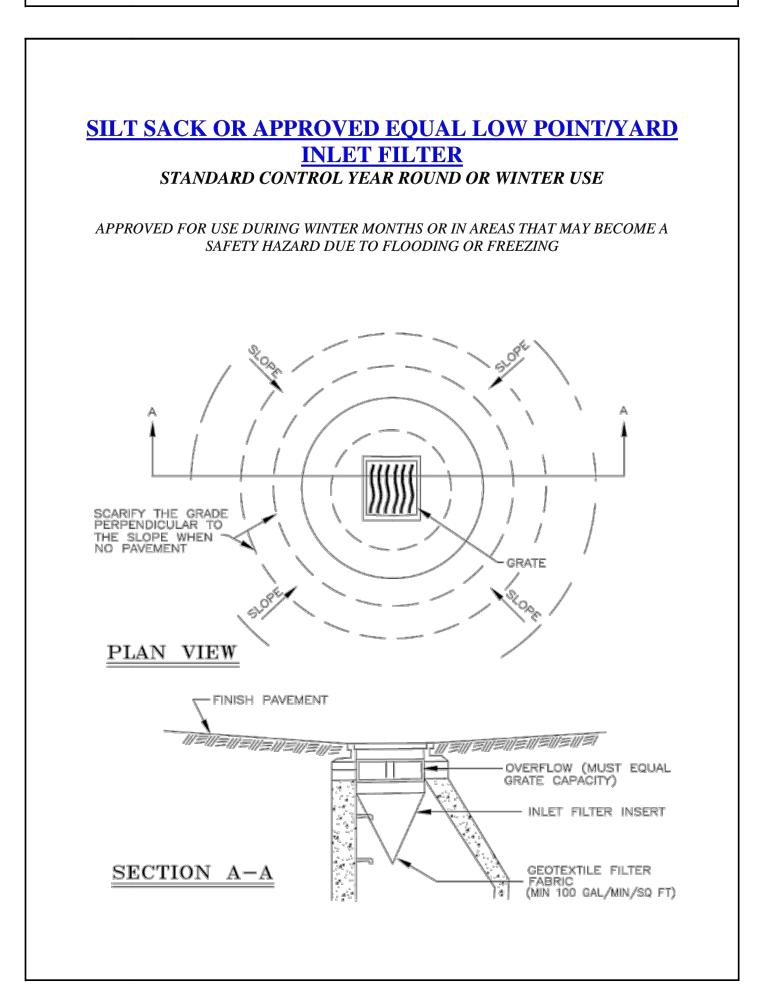














CONSTRUCTION DETAILS

C-13

MC-3500 STORMTECH CHAMBER SPECIFICATIONS





9836 E GRAND RIVER

BRIGHTON, MI

1. CHAMBERS SHALL BE STORMTECH MC-3500.

REFLECTIVE GOLD OR YELLOW COLORS.

- COPOLYMERS.
- 3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.

2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE

- 4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- 5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING
- TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS. SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/IN/IN. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM
- 8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS: THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
- THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.

 THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN
- EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN. 9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

- FOR STORMTECH INSTRUCTIONS, DOWNLOAD THE
- IMPORTANT NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A
PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.

NOTES FOR CONSTRUCTION EQUIPMENT

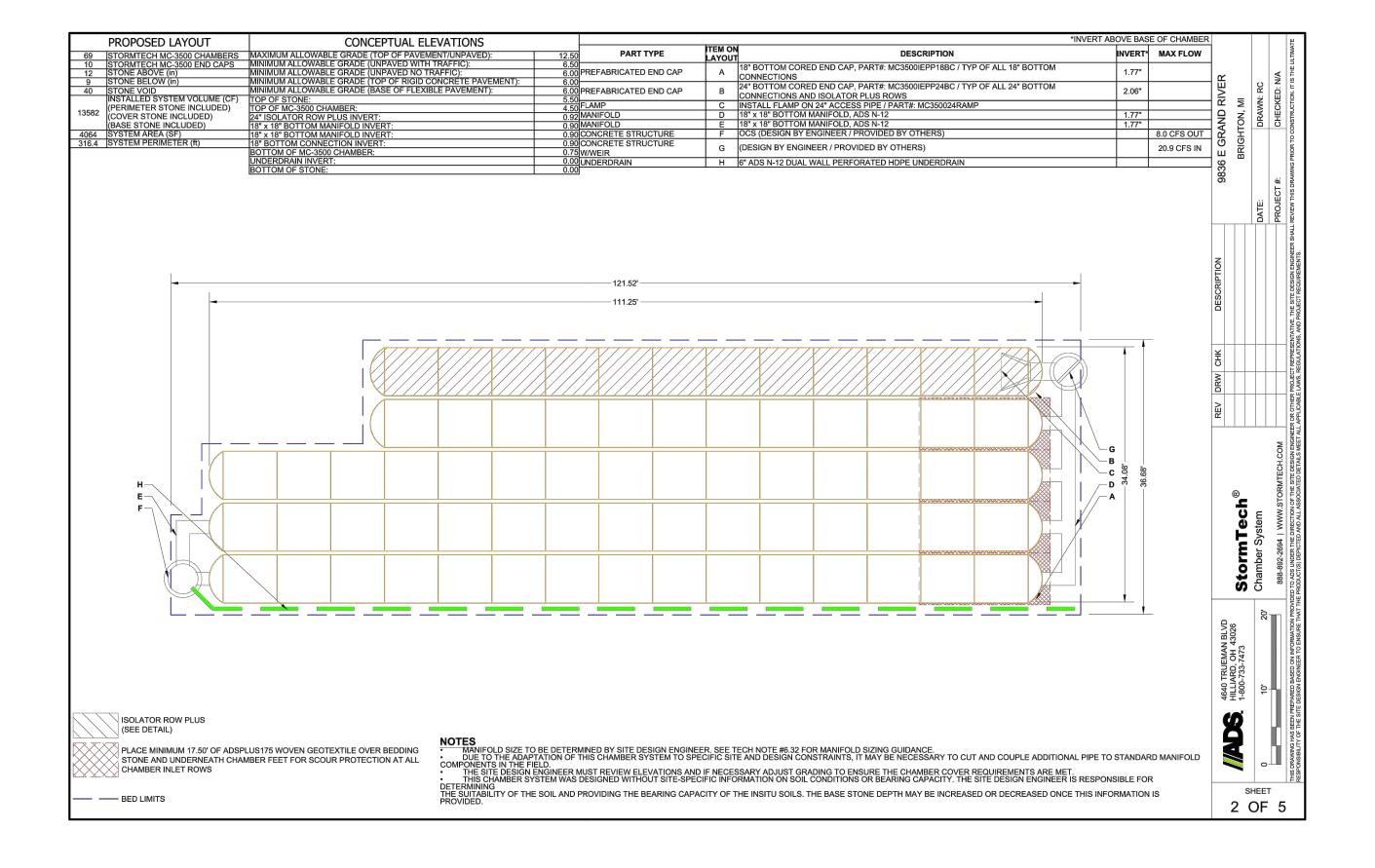
- 2. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
- 3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:

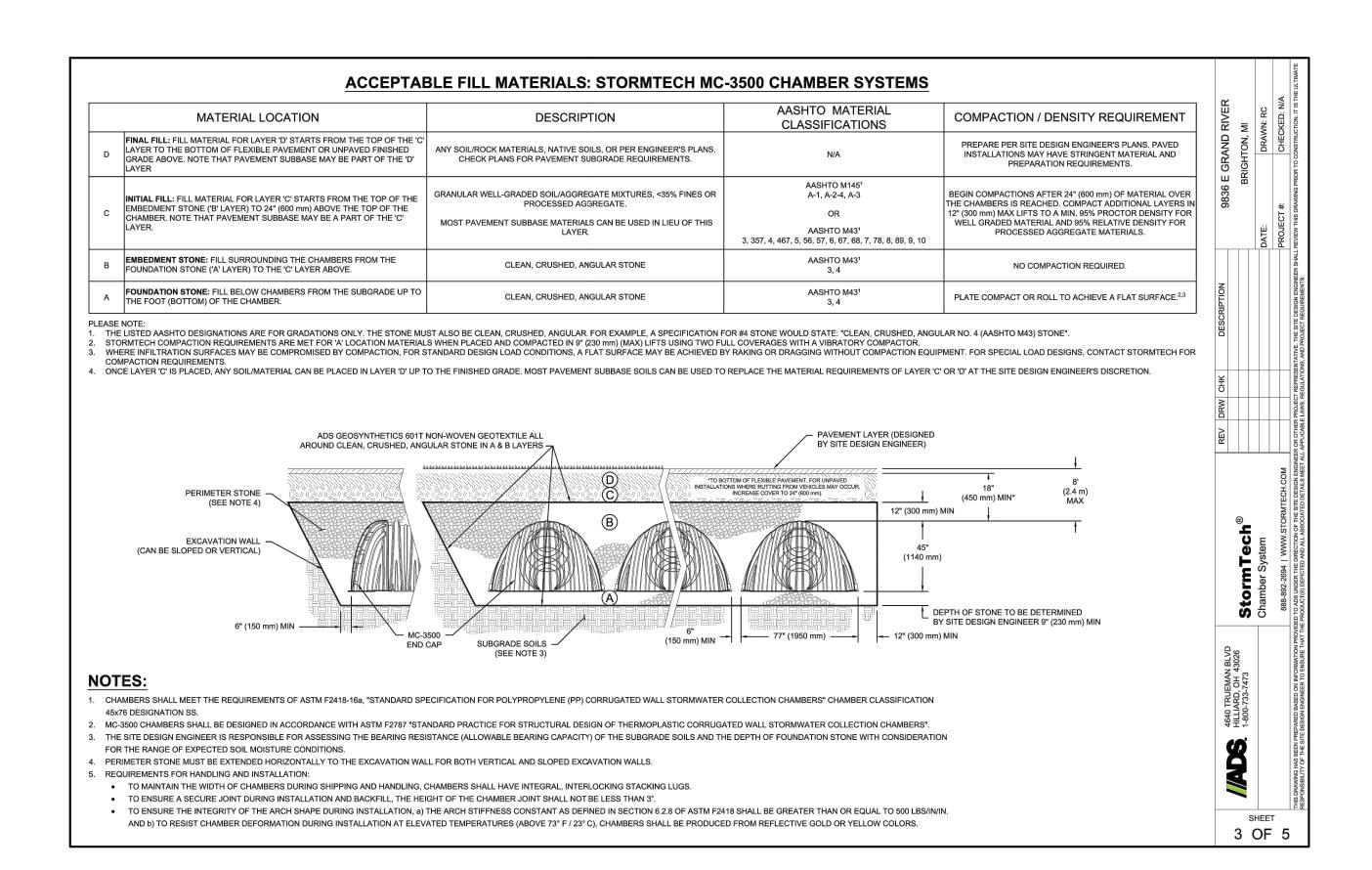
 STONESHOOTER LOCATED OFF THE CHAMBER BED.

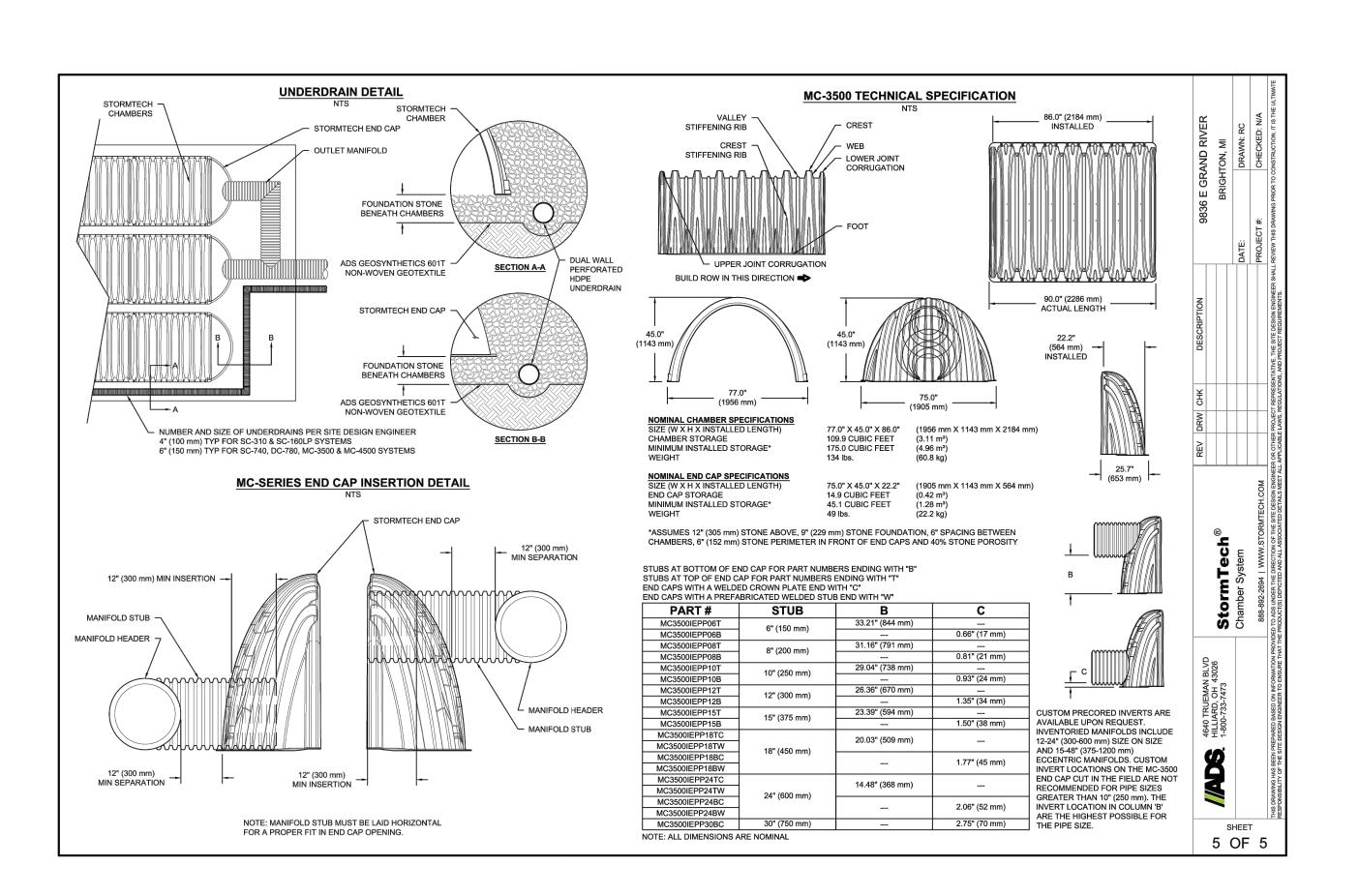
 BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
- BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- 4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- 5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE. 6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
- 7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- 8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3
- 9. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- 10. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN
- 11. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.
- 1. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE". 2. THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
- NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS. NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
 WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".

3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING. USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.







ADS MC-3500 STORMTECH CHAMBER SYSTEM

NOT APPROVED FOR CONSTRUCTION





SCALE: AS SHOWN PROJECT ID: DET-210128

CONSTRUCTION

DETAILS



Summary for Pond 5P: Underground Detention System

55,309 sf, 67.37% Impervious, Inflow Depth = 1.27" for 1-Year event 2.01 cfs @ 12.23 hrs, Volume= 0.12 cfs @ 13.71 hrs, Volume= 5,837 cf, Atten= 94%, Lag= 88.5 min Outflow = 5,837 cf 0.12 cfs @ 13.71 hrs, Volume= Primary =

Routing by Stor-Ind method, Time Span= 0.00-96.00 hrs, dt= 0.02 hrs Peak Elev= 939.53' @ 13.71 hrs Surf.Area= 3,240 sf Storage= 3,689 cf

Plug-Flow detention time= 382.9 min calculated for 5,837 cf (100% of inflow)

Center-of-Mass det. time= 382.6 min (1,193.7 - 811.1)

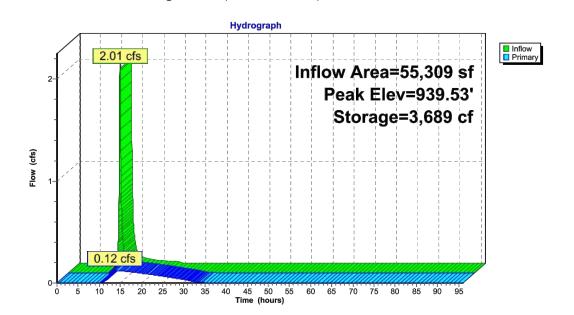
Volume Invert Avail.Storage Storage Description 7,736 cf ADS_StormTech MC-3500 d +Cap x 69 Inside #2 Effective Size= 70.4"W x 45.0"H => 15.33 sf x 7.17'L = 110.0 cf Overall Size= 77.0"W x 45.0"H x 7.50'L with 0.33' Overlap 69 Chambers in 5 Rows Cap Storage= +14.9 cf x 2 x 5 rows = 149.0 cf

4,034 cf Stone Storage (Prismatic)Listed below (Recalc) 17,820 cf Overall - 7,736 cf Embedded = 10,084 cf x 40.0% Voids 11.769 cf Total Available Storage Surf.Area Inc.Store Cum.Store Elevation

17,820 17,820 943.79 3,240 Invert Outlet Devices Device Routing

938.29' **4.6" x 0.7" Horiz. Orifice/Grate** C= 0.600 Limited to weir flow at low heads 943.75' 8.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Primary OutFlow Max=0.12 cfs @ 13.71 hrs HW=939.53' (Free Discharge)
1=Orifice/Grate (Orifice Controls 0.12 cfs @ 5.35 fps) —2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)



"FIRST FLUSH" RUNOFF COMPUTATIONS

NOT TO SCALE

955.00

950.00

945.00

940.00

955.00

945.00

940.00

2021-06-10_Drainage Computations NOAA 24-hr A 10-Year Rainfall=3.60" Prepared by {enter your company name here} Printed 6/10/2021 HydroCAD® 10.00-26 s/n 10626 © 2020 HydroCAD Software Solutions LLC Page 30

Summary for Pond 5P: Underground Detention System

55,309 sf, 67.37% Impervious, Inflow Depth = 2.54" for 10-Year event 3.96 cfs @ 12.23 hrs, Volume= 11,715 cf 0.18 cfs @ 13.98 hrs, Volume= Outflow = 11,715 cf, Atten= 95%, Lag= 105.4 min 0.18 cfs @ 13.98 hrs, Volume= Primary =

Routing by Stor-Ind method, Time Span= 0.00-96.00 hrs, dt= 0.02 hrs Peak Elev= 941.15' @ 13.98 hrs Surf.Area= 3,240 sf Storage= 7,924 cf

Plug-Flow detention time= 542.5 min calculated for 11,715 cf (100% of inflow) Center-of-Mass det. time= 542.2 min (1,339.0 - 796.8)

Invert Avail.Storage Storage Description 7,736 cf ADS_StormTech MC-3500 d +Cap x 69 Inside #2 Effective Size= 70.4"W x 45.0"H => 15.33 sf x 7.17'L = 110.0 cf Overall Size= 77.0"W x 45.0"H x 7.50'L with 0.33' Overlap 69 Chambers in 5 Rows

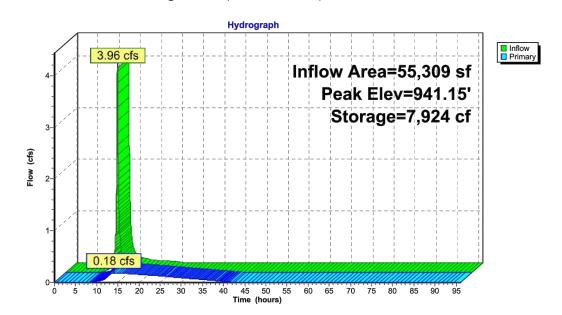
Cap Storage= +14.9 cf x 2 x 5 rows = 149.0 cf 4,034 cf Stone Storage (Prismatic)Listed below (Recalc) 17,820 cf Overall - 7,736 cf Embedded = 10,084 cf x 40.0% Voids 11,769 cf Total Available Storage

Surf.Area Inc.Store Cum.Store 17,820

Invert Outlet Devices Device Routing 938.29' **4.6" x 0.7" Horiz. Orifice/Grate** C= 0.600 Limited to weir flow at low heads 943.75' 8.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00

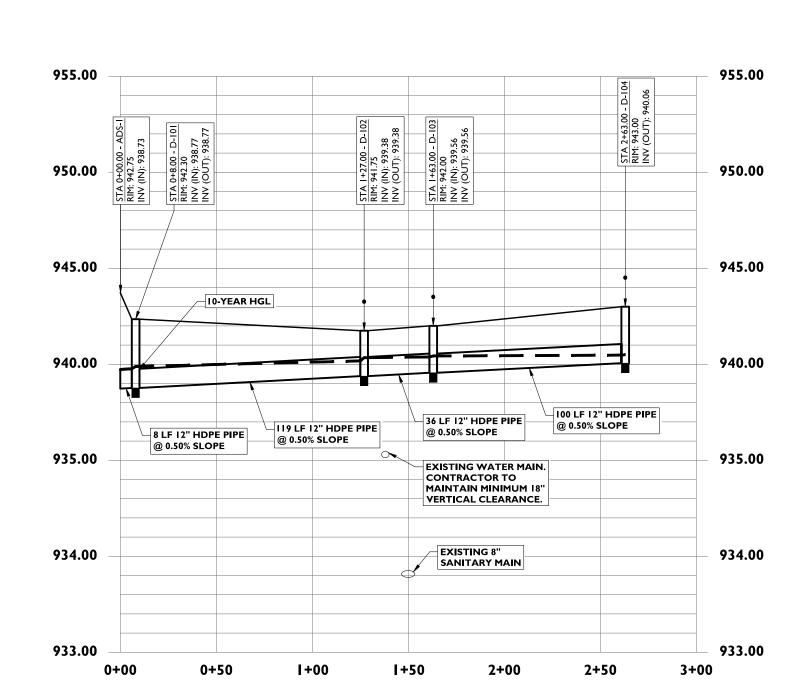
Coef. (English) 2.80 2.92 3.08 3.30 3.32

Primary OutFlow Max=0.18 cfs @ 13.98 hrs HW=941.15' (Free Discharge)
—1=Orifice/Grate (Orifice Controls 0.18 cfs @ 8.14 fps) 2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)



"BANKFULL FLOOD" RUNOFF COMPUTATIONS

NOT TO SCALE



STORM SEWER PROFILE (OS-I TO EX-I) GRAPHIC SCALE IN FEET GRAPHIC SCALE IN FEET

I" = 50' I" = 5' VERTICAL SCALE HORIZONTAL SCALE

10-YEAR HGL

22 LF I2" HDPE PIPE @ 0.50% SLOPE

> (ADS-I TO D-104) GRAPHIC SCALE IN FEET GRAPHIC SCALE IN FEET I" = 50' I" = 5' VERTICAL SCALE HORIZONTAL SCALE

STORM SEWER PROFILE

STORM CONVEYANCE PROFILES

NOT TO SCALE

NOAA 24-hr A 100-Year Rainfall=4.80" 2021-06-10_Drainage Computations Prepared by {enter your company name here} Printed 6/10/2021 HydroCAD® 10.00-26 s/n 10626 © 2020 HydroCAD Software Solutions LLC

Summary for Pond 5P: Underground Detention System

55,309 sf, 67.37% Impervious, Inflow Depth = 3.68" for 100-Year event 5.64 cfs @ 12.23 hrs, Volume= 0.25 cfs @ 13.97 hrs, Volume= 16,978 cf, Atten= 96%, Lag= 104.8 min Outflow = Primary = 0.25 cfs @ 13.97 hrs, Volume=

Routing by Stor-Ind method, Time Span= 0.00-96.00 hrs, dt= 0.02 hrs Peak Elev= 943.74' @ 13.97 hrs Surf.Area= 3,240 sf Storage= 11,704 cf

Plug-Flow detention time= 617.9 min calculated for 16,975 cf (100% of inflow) Center-of-Mass det. time= 618.2 min (1,407.4 - 789.3)

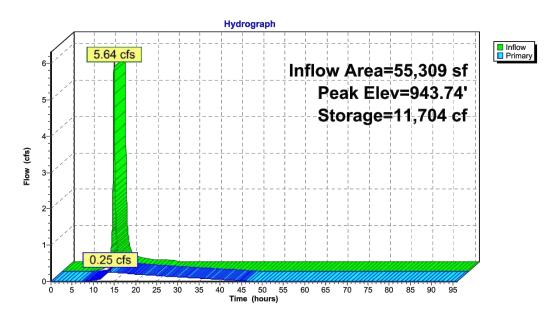
Invert Avail.Storage Storage Description 7,736 cf ADS_StormTech MC-3500 d +Cap x 69 Inside #2 Effective Size= 70.4"W x 45.0"H => 15.33 sf x 7.17'L = 110.0 cf Overall Size= 77.0"W x 45.0"H x 7.50'L with 0.33' Overlap 69 Chambers in 5 Rows

Cap Storage= +14.9 cf x 2 x 5 rows = 149.0 cf 4,034 cf Stone Storage (Prismatic)Listed below (Recalc) 17,820 cf Overall - 7,736 cf Embedded = 10,084 cf x 40.0% Voids 11,769 cf Total Available Storage

Surf.Area Inc.Store Cum.Store

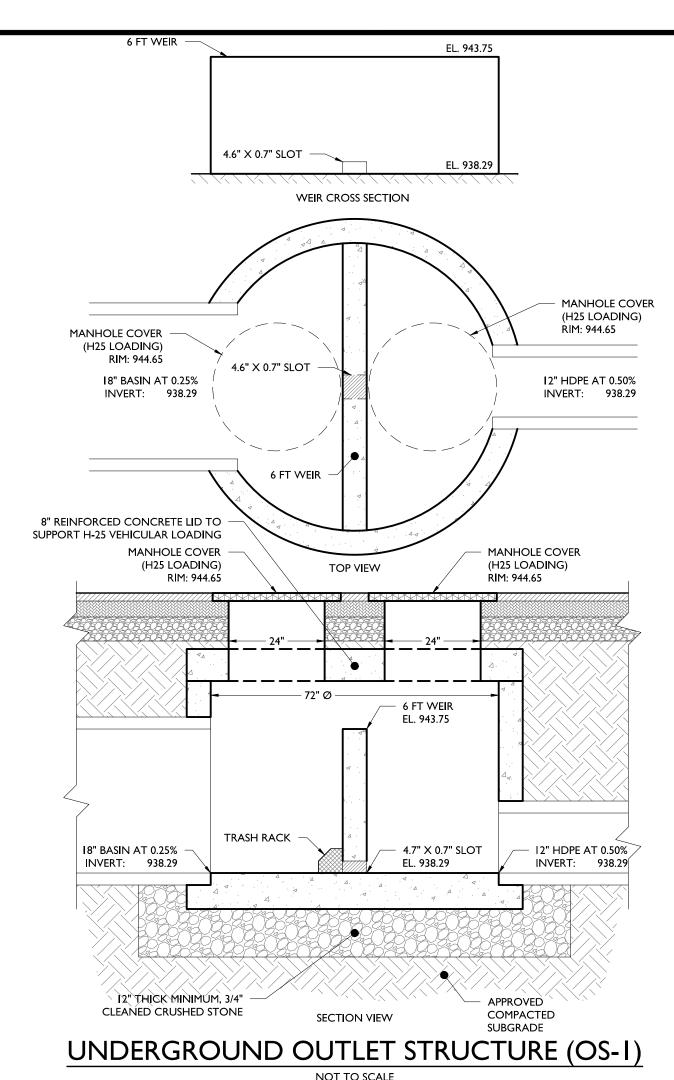
Device Routing Invert Outlet Devices 938.29' **4.6" x 0.7" Horiz. Orifice/Grate** C= 0.600 Limited to weir flow at low heads 943.75' 8.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

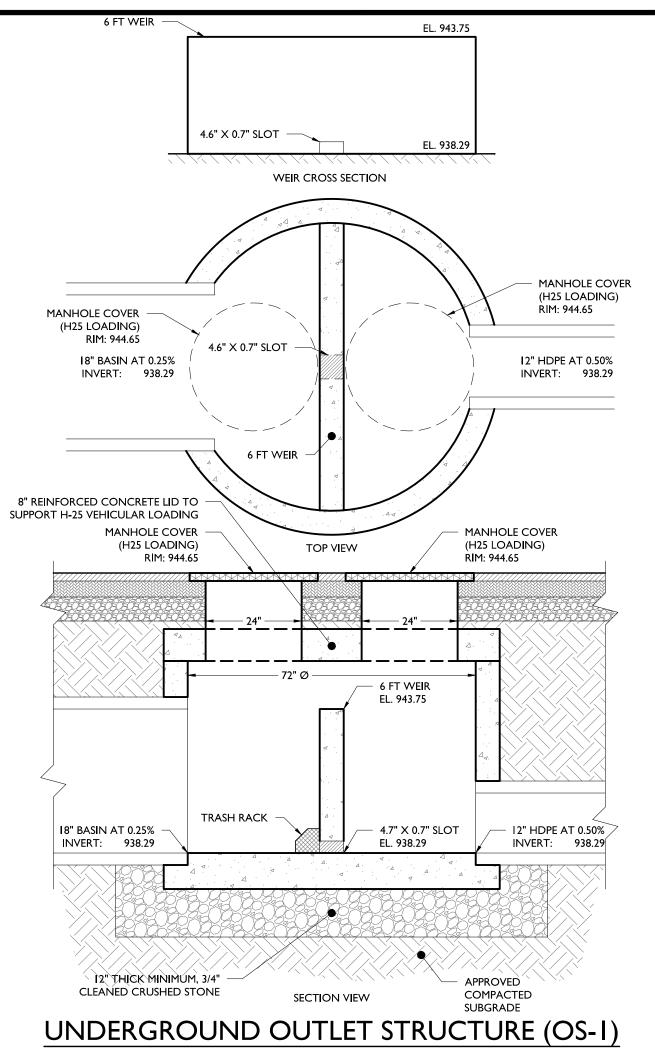
Primary OutFlow Max=0.25 cfs @ 13.97 hrs HW=943.74' (Free Discharge) 1=Orifice/Grate (Orifice Controls 0.25 cfs @ 11.24 fps) 2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)



"100-YR FLOOD" RUNOFF COMPUTATIONS

NOT TO SCALE

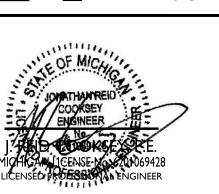






NOT APPROVED FOR CONSTRUCTION

PERSHINE



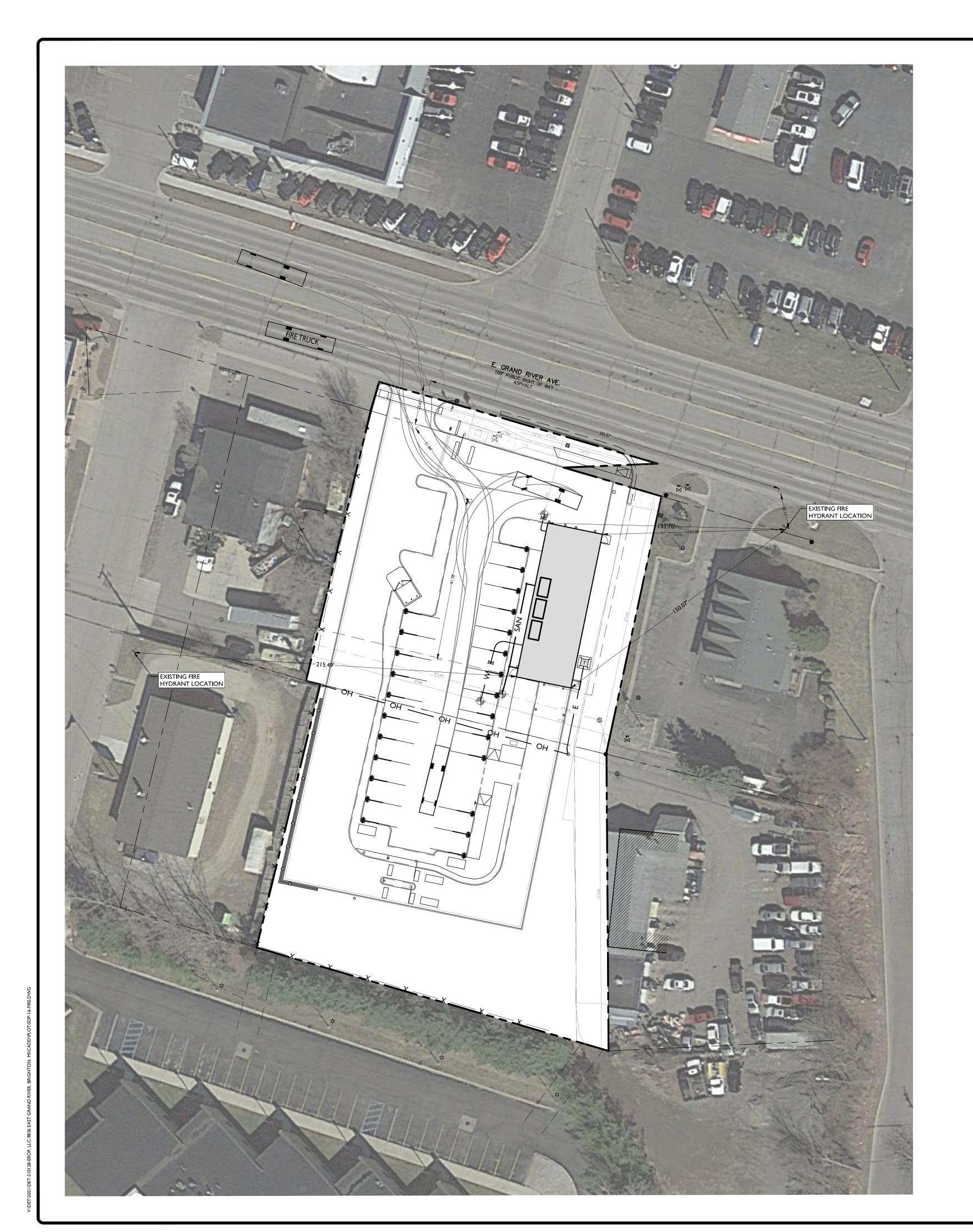


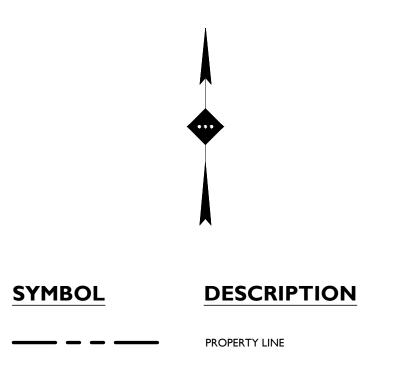
SCALE: AS SHOWN PROJECT ID: DET-210128

CONSTRUCTION DETAILS

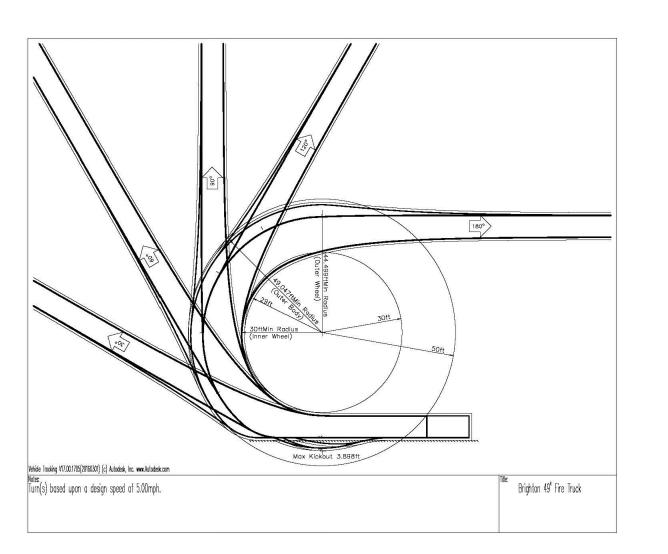
DRAWING:

C-15





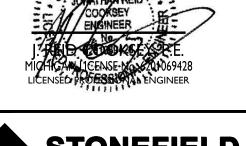
Brighton 49' Fire Truck Overall Length Overall Width Overall Body Height Min Body Ground Clearance Track Width Lock—to—lock time Max Steering Angle (Virtual) FIRE TRUCK DETAIL
NOT TO SCALE



FIRE TRUCK TURNING RADII

390 FT MAXIMUM HOSE LENGTH FOR BUILDING COVERAGE FROM EXISTING HYDRANT







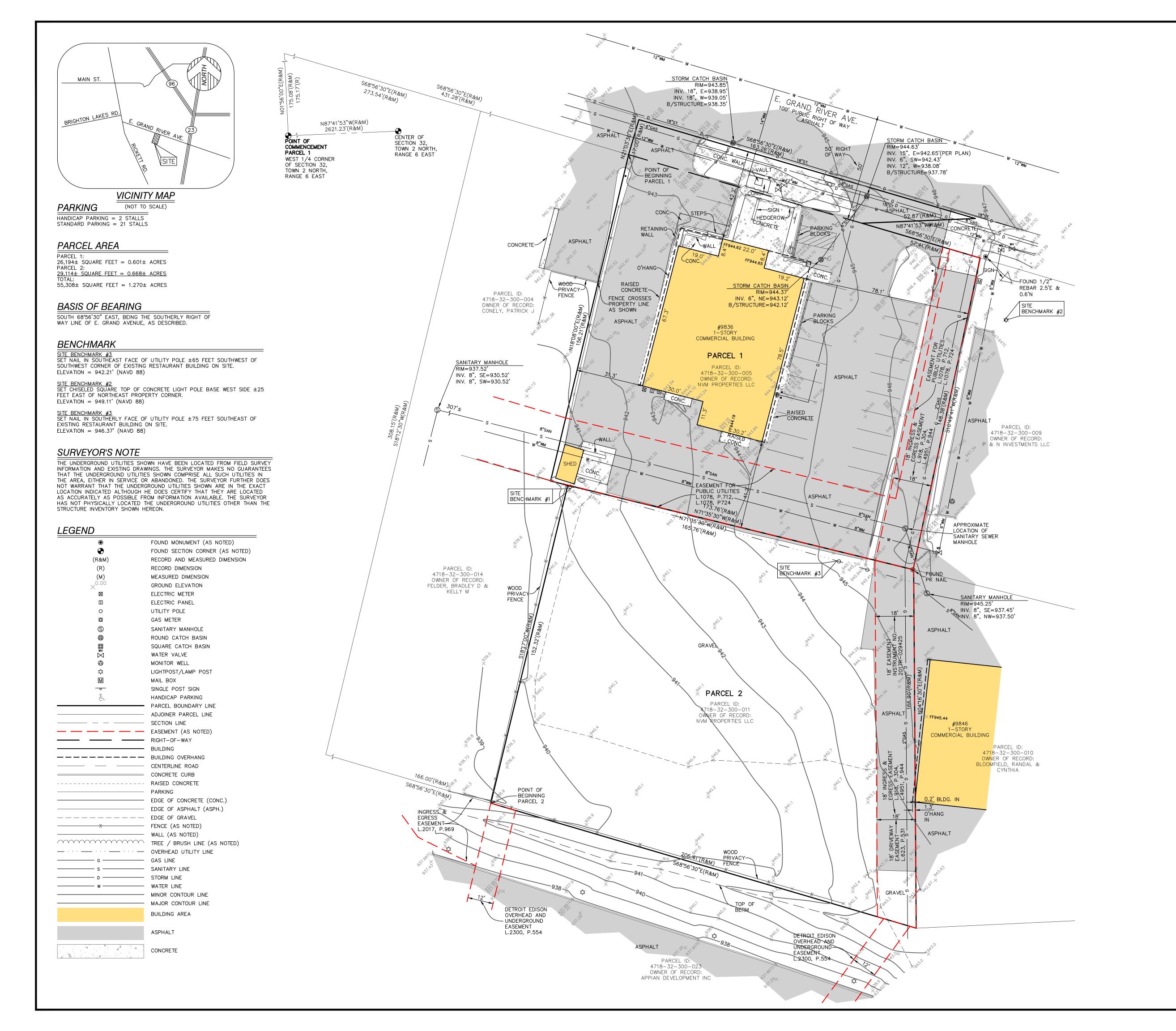
I" = 30' PROJECT ID: DET-210128

FIRE HYDRANT COVERAGE PLAN DRAWING:

C-16

GRAPHIC SCALE IN FEET

I" = 30'





GRAPHIC SCALE

(IN FEET) 1 inch = 20 ft.

MICHIGAN, DESCRIBED AS FOLLOWS:

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF BRIGHTON, COUNTY OF LIVINGSTON, STATE OF

PARCEL 1:

A PART OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 6 EAST, CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32, SAID CORNER BEING DISTANT NORTH 87 DEGREES 41 MINUTES 53 SECONDS WEST 2621.23 FEET FROM THE CENTER OF SAID SECTION; THENCE NORTH 01 DEGREE 56 MINUTES 00 SECONDS EAST 175.08 FEET (PREVIOUSLY RECORDED AS 175.17 FEET) TO A POINT ON THE SOUTHERLY RIGHT ÒF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 431.28 FEET (PREVIOUSLY RECORDED AS 431.54 FEET) ALONG SAID SOUTHERLY FOR A POINT OF BEGINNING; THENCE NORTH 21 DEGREES 03 MINUTES 30 SECONDS EAST 17.00 FEET; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 163.26 FEET TO A POINT ON THE EAST—WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 41 MINUTES 53 SECONDS WEST 52.87 FEET ALONG SAID EAST-WEST 1/4 LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 57.41 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 16 DEGREES 49 MINUTES 41 SECONDS WEST 148.38 FEET (PREVIOUSLY RECORDED AS SOUTH 16 DEGREES 52 MINUTES 30 SECONDS WEST 149.13 FEET); THENCE NORTH 71 DEGREES 35 MINUTES 30 SECONDS WEST 173.76 FEET: THENCE NORTH 18 DEGREES 08 MINUTES 00 SECONDS EAST 156.21 FEET TO THE POINT OF BEGINNING.

A PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 6 EAST, CITY OF BRIGHTON, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 01 DEGREE 56 MINUTES EAST 175.17 FEET TO THE SOUTHERLY RIGHT OF WAY OF GRAND RIVER AVENUE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 273.54 FEET (PREVIOUSLY RECORDED AS 273.64 FEET) TO THE WESTERLY LINE OF A 66-FOOT ROAD EASEMENT; THENCE SOUTH 18 DEGREES 12 MINUTES 30 SECONDS WEST 308.15 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 166.00 FEET (PREVIOUSLY RECORDED AS SOUTH 68 DEGREES 58 MINUTES 30 SECONDS EAST 166.0 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 56 MINUTES 30 SECONDS EAST 206.41 FEET TO A POINT ON THE EASTERLY LINE OF AN 18-FOOT ROAD EASEMENT;
THENCE NORTH 04 DEGREES 16 MINUTES 30 SECONDS EAST 166.90 FEET; THENCE NORTH 71 DEGREES 35 MINUTES 30 SECONDS WEST 165.76 FEET (PREVIOUSLY RECORDED AS 165.78 FEET); THENCE SOUTH 18 DEGREES 17 MINUTES WEST 152.32 FEET (SOUTH 16 DEGREES 17 MINUTES WEST 152.32 FEET) TO THE POINT OF BEGINNING. TOGETHER WITH NON-EXCLUSIVE EASEMENT(S) FOR INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED IN INSTRUMENT RECORDED IN LIBER 4951, PAGE 944, LIVINGSTON COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE TITLE CONNECT COMMITMENT No. TC13-96813, DATED MARCH 04, 2021, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

19. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN INGRESS AND EGRESS AGREEMENT RECORDED IN LIBER 2017, PAGE 969 (AS SHOWN) AND LIBER 2565, PAGE 691, AS AFFECTED BY AFFIDAVIT AND NOTICE OF TERMINATION OF EASEMENT RECORDED IN INSTRUMENT NO. 2017R-028955. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

20. OIL, GAS, MINERAL AND ABORIGINAL ANTIQUITIES RESERVED BY THE STATE OF MICHIGAN ALONG WITH TERMS, CONDITIONS AND PROVISIONS CONTAINED IN DEED RECORDED IN INSTRUMENT NO. 2017R-029425. (SEE DOCUMENT FOR TERMS AND CONDITIONS)

21. DETROIT EDISON OVERHEAD AND UNDERGROUND EASEMENT (RIGHT OF WAY) IN FAVOR OF THE DETROIT EDISON COMPANY, AMERITECH AND MEDIAONE OF EASTERN MICHIGAN, INC., AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, RECORDED IN LIBER 2300, PAGE 554. (AS SHOWN)

22. RIGHTS OF OTHERS OVER THAT PORTION OF THE LAND USED AS INGRESS AND EGRESS TO OTHER LANDS AS DISCLOSED BY EASEMENT RECORDED IN LIBER 223, PAGE 387 (DOES NOT CROSS OR ABUT SUBJECT PROPERTY) AND LIBER 236, PAGE 533. (BLANKET AGREEMENT)

PAGE 533. (BLANKET AGREEMENT)

23. RELEASE OF RIGHT OF WAY RECORDED IN LIBER 153, PAGE 29 AND LIBER 153,

PAGE 032. (DESCRIBES CURRENT GRAND RIVER AVENUE RIGHT OF WAY)

24. EASEMENT IN FAVOR OF THE CITY OF BRIGHTON FOR SANITARY SEWER, STORM

SEWER, FORCEMAIN AND WATERMAIN AND RELATED FACILITIES RECORDED IN LIBER 1078, PAGE 710. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

25. MATTERS AS REFERENCED ON SURVEY RECORDED IN LIBER 1290, PAGE 62 AND AFFIDAVIT OF SCRIVENER'S ERROR RECORDED IN LIBER 2227, PAGE 565. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

26. NON-EXCLUSIVE EASEMENT AS CREATED, LIMITED AND DEFINED IN INSTRUMENT(S) RECORDED IN LIBER 623, PAGE 529 (NO EASEMENTS DESCRIBED) AND LIBER 623, PAGE 531 (AS SHOWN) AS CORRECTED BY INSTRUMENT RECORDED

IN LIBER 783, PAGE 518. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

27. EASEMENT IN FAVOR OF THE BRIGHTON NO. 5 DRAIN DRAINAGE DISTRICT RECORDED IN LIBER 932, PAGE 612. (DOES NOT CROSS OR ABUT SUBJECT

RECORDED IN LIBER 932, PAGE 612. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

28. RIGHTS OF OTHERS OVER THAT PORTION OF THE LAND USED AS INGRESS AND

EGRESS TO OTHER LANDS AS DISCLOSED BY EASEMENT RECORDED IN LIBER 918, PAGE 304. (AS SHOWN)

29. MATTERS AS REFERENCED ON SURVEY RECORDED IN LIBER 2283, PAGE 529 AND LIBER 1315, PAGE 916. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

30. EASEMENT IN FAVOR OF THE CITY OF BRIGHTON FOR SANITARY SEWER, STORM SEWER, FORCEMAIN AND WATERMAIN AND RELATED FACILITIES RECORDED IN LIBER 1078, PAGE 712. (AS SHOWN AS TO PARCEL 1)

31. EASEMENT IN FAVOR OF THE CITY OF BRIGHTON FOR SANITARY SEWER, STORM SEWER, FORCEMAIN AND WATERMAIN AND RELATED FACILITIES RECORDED IN LIBER 1078, PAGE 724. (AS SHOWN AS TO PARCEL 1)

32. EASEMENT IN FAVOR OF THE CITY OF BRIGHTON FOR SANITARY SEWER, STORM SEWER, FORCEMAIN AND WATERMAIN AND RELATED FACILITIES RECORDED IN LIBER 1078, PAGE 714. (DOES NOT CROSS OR ABUT SUBJECT PROPERTY)

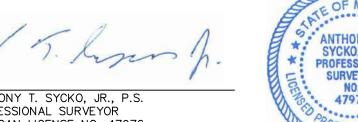
33. RIGHT OF WAY IN FAVOR OF CONSUMERS POWER COMPANY, AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, RECORDED IN LIBER 560, PAGE 586. (UNABLE TO DETERMINE LOCATION AS DESCRIBED)

SURVEYOR'S CERTIFICATION

TO EROP LLC; TITLE CONNECT; AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 04/27/21.

DATE OF PLAT OR MAP: 05/03/21



ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemtec-survey.com



1 OF 1 SHEETS

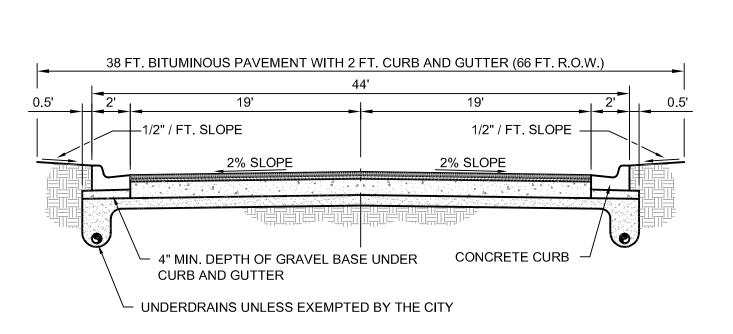
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ZARED F

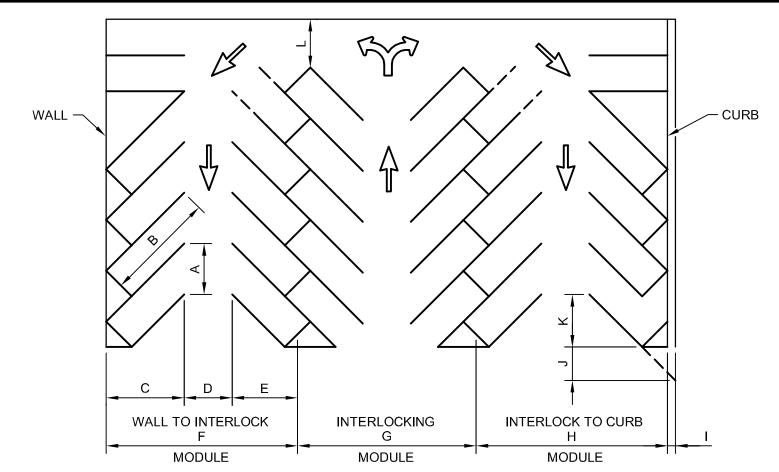


1-1/2" BITUMINOUS AGGREGATE WEARING COURSE M.D.O.T. MIX 36A.
USE 0.10 GAL/SY SS-1h BOND COAT BETWEEN COURSES.

5" BITUMINOUS AGGREGATE LEVELING COURSE M.D.O.T. MIX 11A (2 COURSES).

10" GRAVEL BASE, M.D.O.T. SPECIFICATION NO. 22A.
12" CLASS II SUBBASE (DEPENDING ON SOILS) PREPARED, COMPACTED SUBGRADE.

TYPICAL COLLECTOR OR INDUSTRIAL PAVEMENT CROSS-SECTION

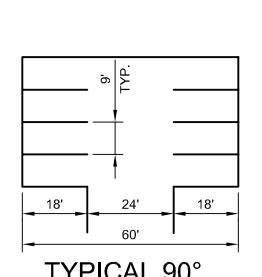


X = STALL NOT ACCESSIBLE IN CERTAIN LAYOUTS

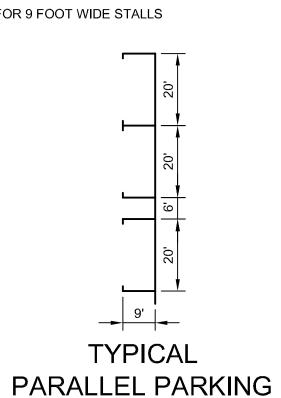
PARKING LOT DIMENSIONS								
DIMENSION	ON DIAGRAM	45°	60°	75°	90°			
STALL WIDTH PARALLEL TO AISLE	А	12.7	10.4	9.3	9.0			
STALL LENGTH OF LINE	В	25.0	22.0	20.0	18.5			
STALL DEPTH TO WALL	С	17.5	19.0	19.5	18.5			
AISLE WIDTH BETWEEN STALL LINES	D	12.0	16.0	23.0	26.0			
STALL DEPTH, INTERLOCK	E	15.3	17.5	18.8	18.5			
MODULE, WALL TO INTERLOCK	F	44.8	52.5	61.3	63.0			
MODULE, INTERLOCKING	G	42.6	51.0	61.0	63.0			
MODULE, INTERLOCK TO CURB FACE	Н	42.8	50.2	58.8	60.5			
BUMPER OVERHANG (TYPICAL)	I	2.0	2.3	2.5	2.5			
OFFSET	J	6.3	2.7	0.5	0.0			
SETBACK	К	11.0	8.3	5.0	0.0			
CROSS AISLE, ONE-WAY	L	14.0	14.0	14.0	14.0			
CROSS AISLE, TWO-WAY	M	24.0	24.0	24.0	24.0			

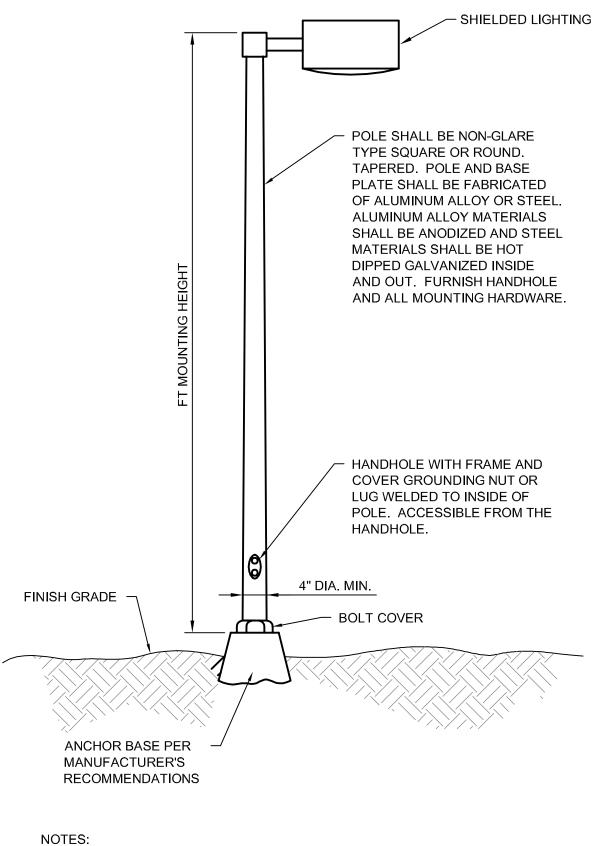
TYPICAL ANGLED PARKING LAYOUT

NOTE: PARKING DIMENSIONS ARE FOR 9 FOOT WIDE STALLS



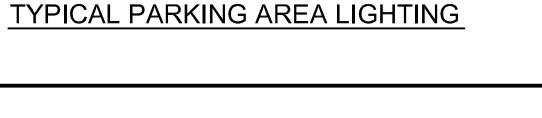
TYPICAL 90°
PARKING LAYOUT

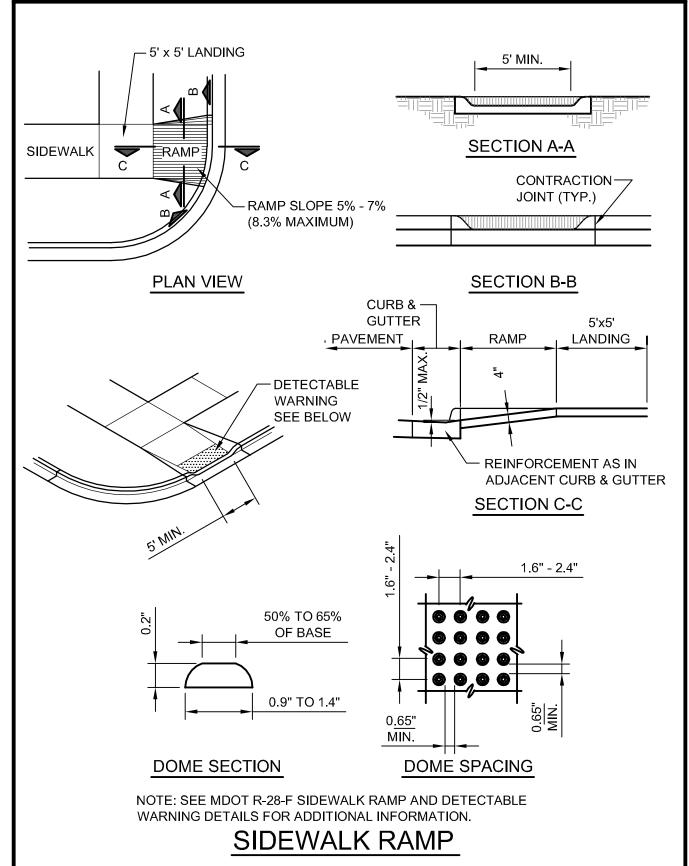


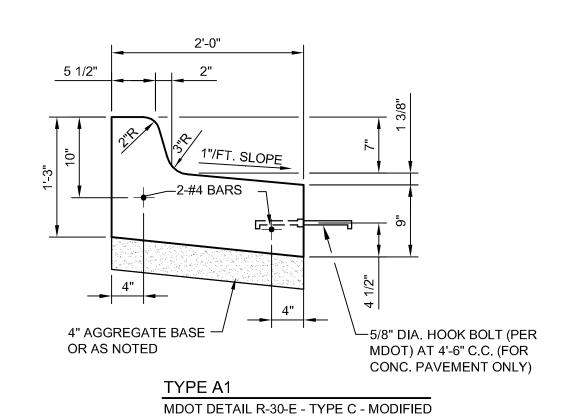


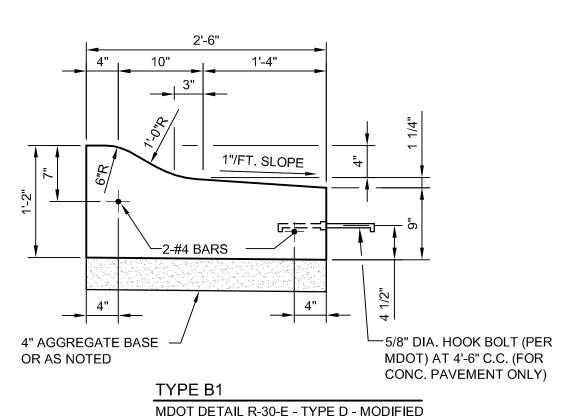
NO LIGHT STANDARD SHALL BE MORE THAN 20 FEET IN HEIGHT. PARKING LOT LIGHTING SHALL MEET THE LUMINAIRE

REQUIREMENTS OF SECTION 98-83 OF THE ZONING ORDINANCE.

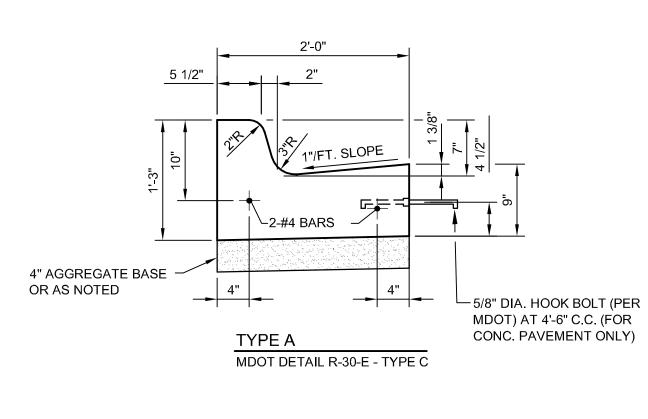


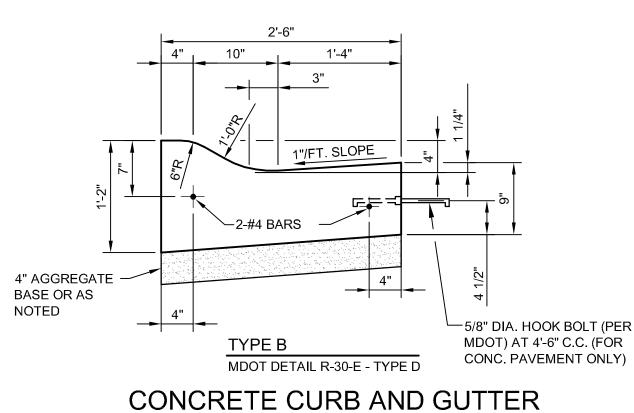


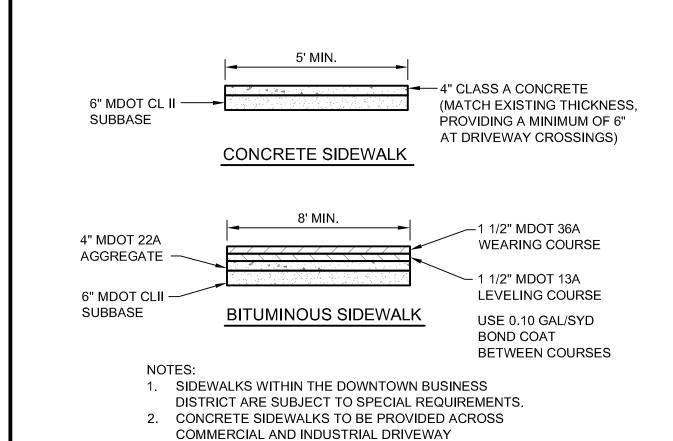




CONCRETE CURB SPILLOUT

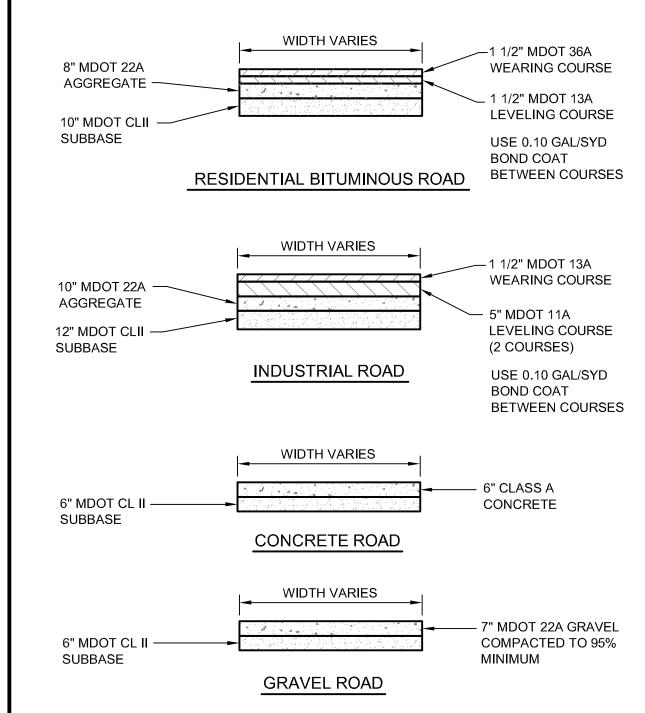




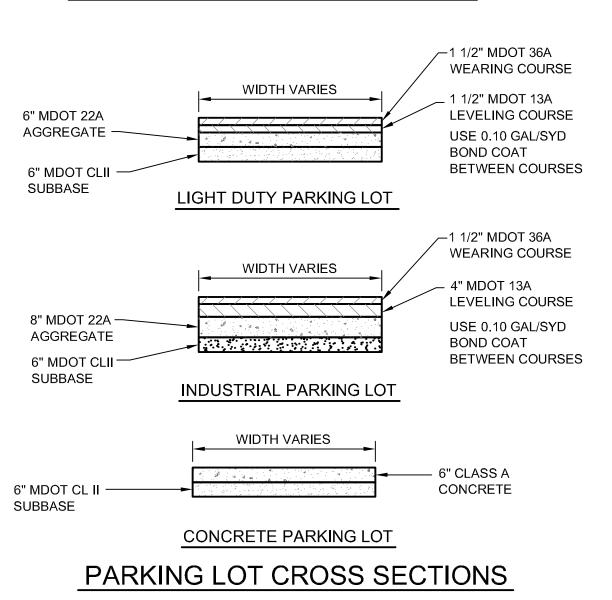


ENTRANCES/ EXITS.

TYPICAL SIDEWALK SECTIONS



ROADWAY CROSS SECTIONS



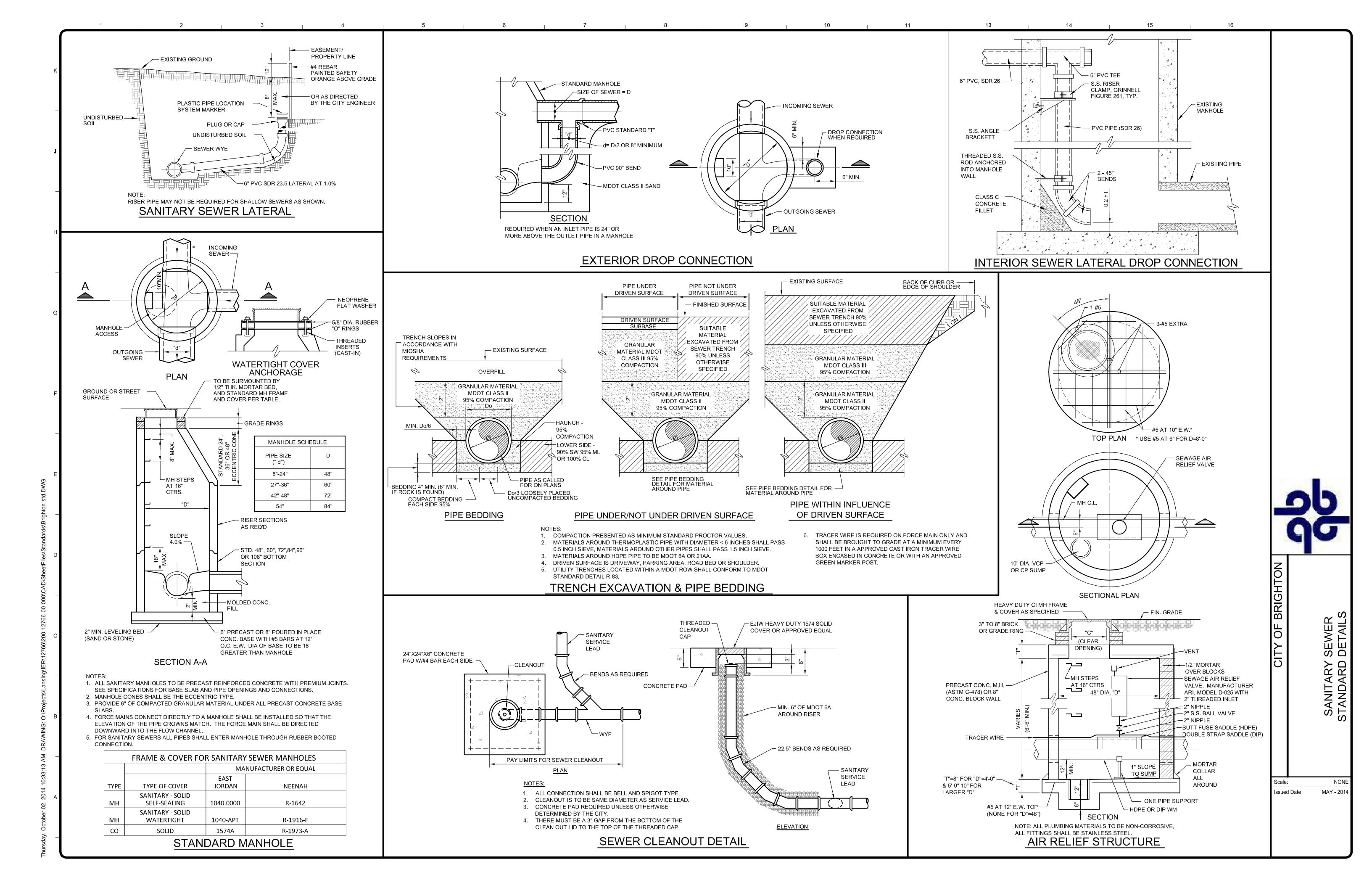


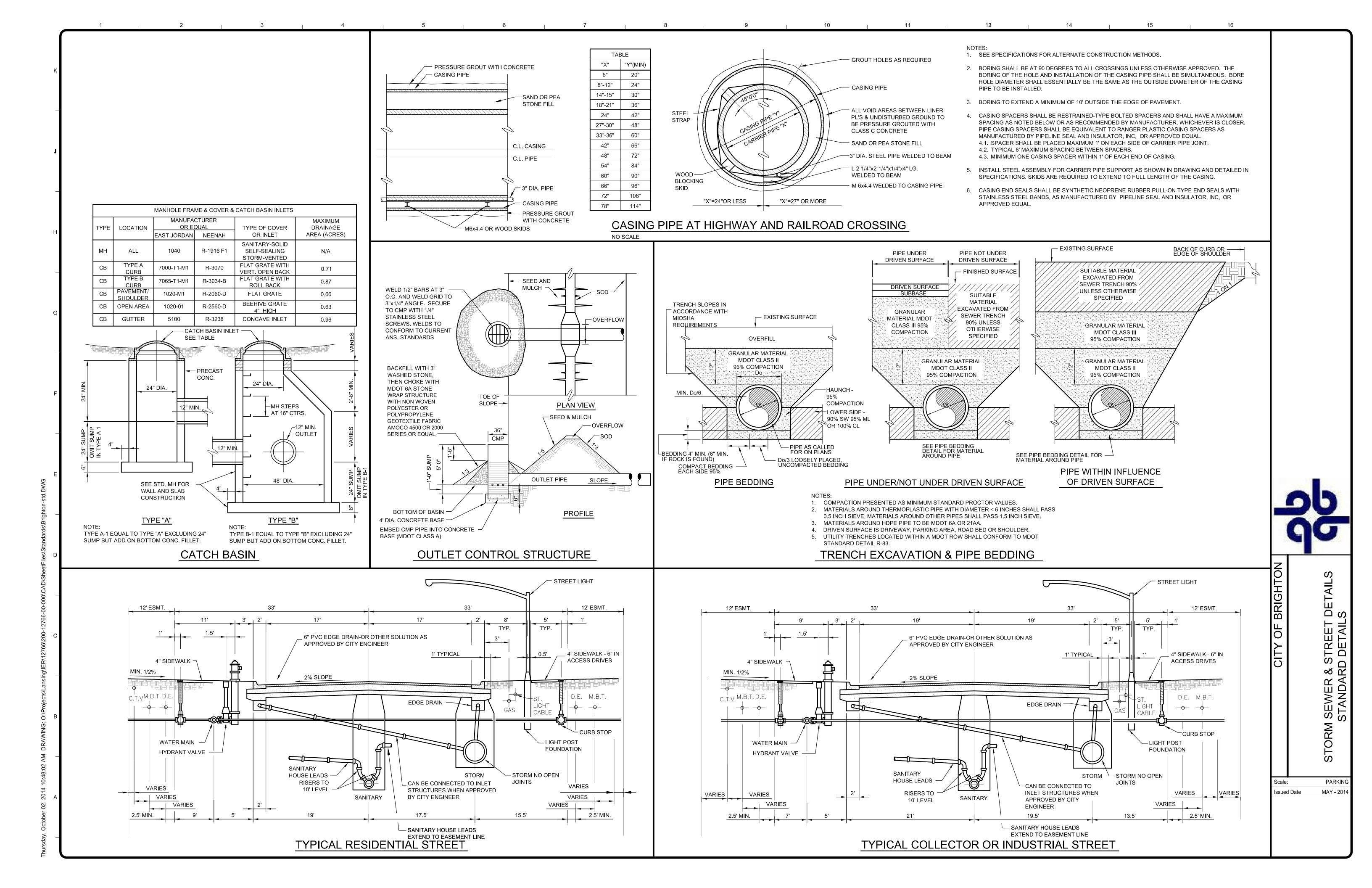
ROADWAY, PARKING & SIDEWALK STANDARD DETAILS

NONE

MAY - 2014

Issued Date





	PIPE RESTRAINT SCHEDULE							
	GROUND BURIED PRESSURE PIPE - POLYETHYLENE ENCASED DUCTILE IRON PIPE							
PIPE DIAMETER	TEES, 90° BENDS	45° BENDS	22-1/2° BENDS	11-1/4° BENDS	DEAD ENDS	REDUCERS (ONE SIZE REDUCTION)*	REDUCERS (TWO SIZE REDUCTIION)*	
4	13	5	3	1	40			
6	19	8	4	2	58	31		
8	24	10	5	2	75	30	70	
12	34	14	7	3	107	57	116	
16	43	18	9	4	139	59	137	
20	52	22	10	5	169	59	134	
24	61	25	12	6	199	60	132	
30	73	30	15	7	242	85	168	
36	84	35	17	8	281	84	168	

- 1. LENGTHS OF PIPE RESTRAINT ARE GIVEN IN FEET.
- 2. IF REQUIRED PIPE DIAMETER IS NOT LISTED IN THIS TABLE, THE NEXT LARGEST PIPE DIAMETER SHALL BE USED.
- THIS TABLE IS BASED ON A TEST PRESSURE OF 180 PSI (OPERATING PRESSURE PLUS WATER HAMMER. FOR
- OTHER TEST PRESSURES, ALL VALUES TO BE INCREASED OR DECREASED PROPORTIONALLY. 4. THE VALUES PROVIDED OF RESTRAINT LENGTH ARE IN EACH DIRECTION FROM THE POINT OF DEFLECTION OR

3-#5 EXTRA

- TERMINATION EXCEPT FOR TEES. AT WHICH ONLY THE BRANCH IN THE DIRECTION OF THE STEM. 5. IF TIE RODS ARE USED, USE FOUR RODS MINIMUM AND ADD 1/8-INCH TO BAR DIAMETER AS CORROSION
- * SIZE REDUCTION IS BASED UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.

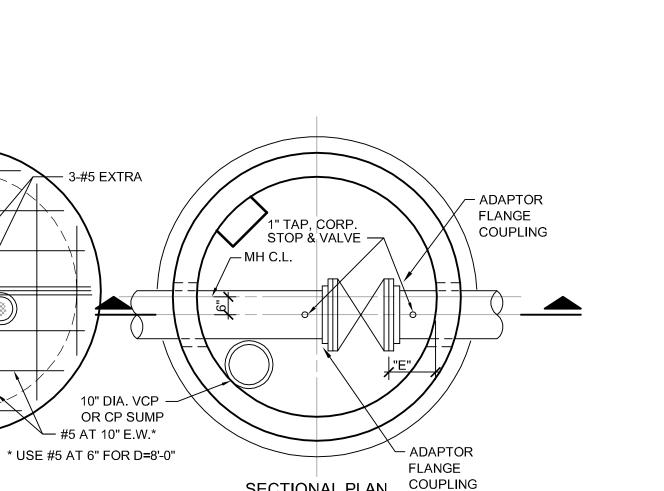
BASED UPON: INTERNAL PRESSURE:

TOP PLAN

PIPE DEPTH: BEDDING CLASS: TYPE 4 SOIL TYPE: GOOD SAND SAFETY FACTOR:

— EXISTING OR PROPOSED SEWER **EXISTING OR PROPOSED** WATER MAIN --90° BEND - CUT EXISTING PIPE AS REQUIRED RESTRAINED JOINTS SEE SPECIFICATIONS (TYPICAL)

WATER MAIN UTILITY OFFSET

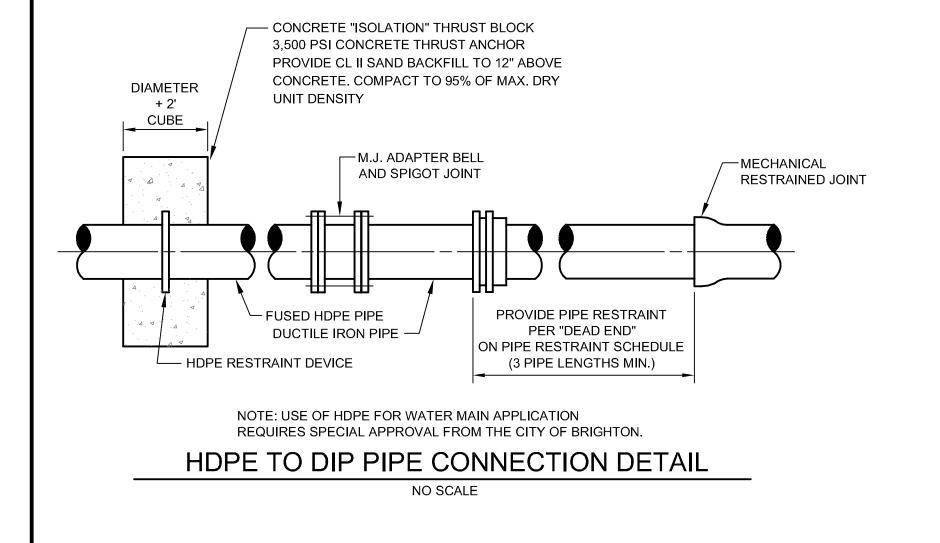


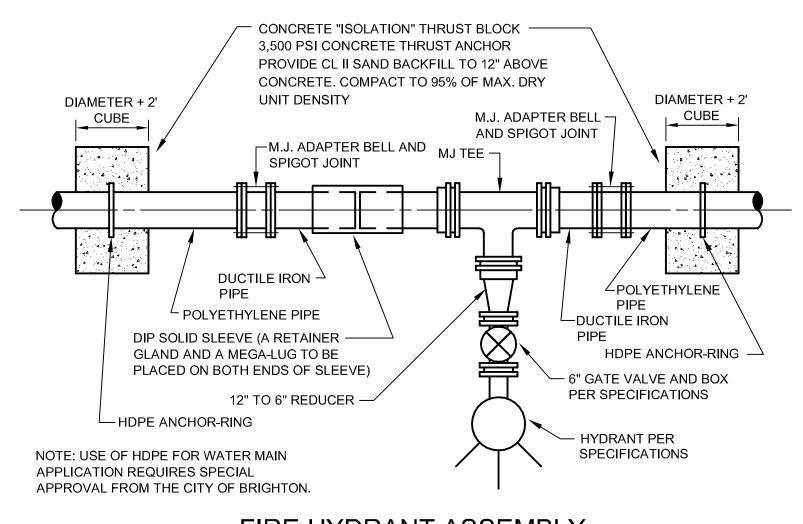
SECTIONAL PLAN

PER SPECIFICATIONS FIN. GRADE MH FRAME & COVER -3" TO 8" BRICK ADJUSTABLE VALVE BOX ADJUSTMENT (CLEAR OR GRADE RING TO GRADE OVER VALVE OPENING) VALVE SIZE M.H. AND UTTE OTHER DIA."D" COVER -RFLY VALVES **¬ →**MH STEPS "C" (MIN) AT 16" CTRS 4"-8" 22" 12" 4'-0" 10"-12" 5'-0" 22" 12" 14"-16" 18" 6'-0" 24" 18" 18"-20" 18" 7'-0" 30" 24" 18" 24" 7'-0" 32" 24" 8'-0" PRECAST CONC. M.H. (ASTM C-478) OR 8" CONC. BLOCK WALL - MORTAR COLLAR ALL AROUND "T"=8" FOR "D"=4'-0" & 5'-0" 10" FOR LARGER "D" ONE PIPE SUPPORT #5 AT 12" E.W. TOP UNDER VALVE OR PIPE (NONE FOR "D"=48") **SECTION**

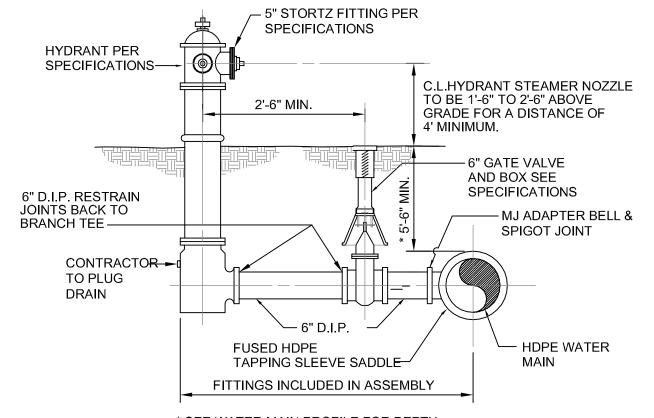
VALVE MANHOLE

NO SCALE

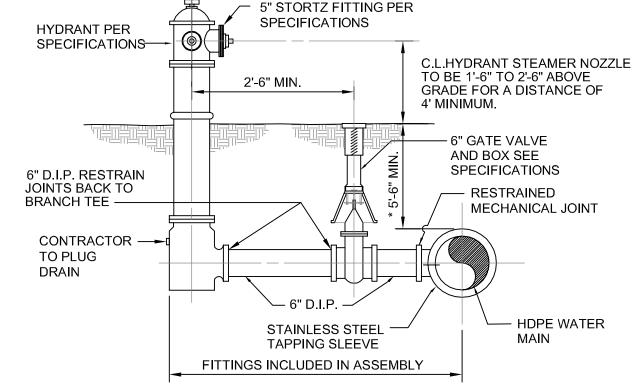




FIRE HYDRANT ASSEMBLY DIP TEE CONNECTION TO HDPE WATER MAIN NO SCALE



* SEE WATER MAIN PROFILE FOR DEPTH WITH FUSED HDPE SADDLE



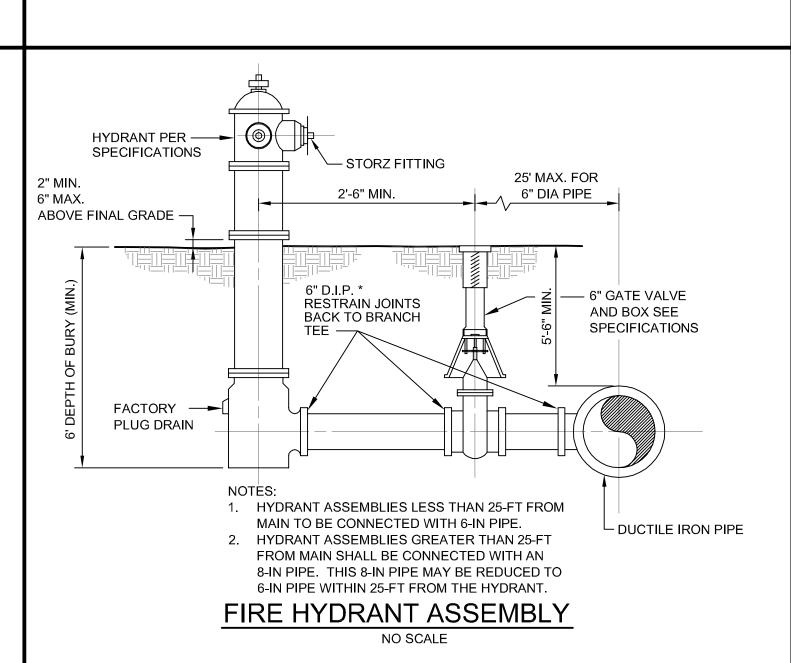
* SEE WATER MAIN PROFILE FOR DEPTH

WITH STAINLESS STEEL SADDLE

NOTE: USE OF HDPE FOR WATER MAIN APPLICATION REQUIRES SPECIAL APPROVAL FROM THE CITY OF BRIGHTON.

FIRE HYDRANT ASSEMBLY CONNECTION TO HDPE WATER MAIN

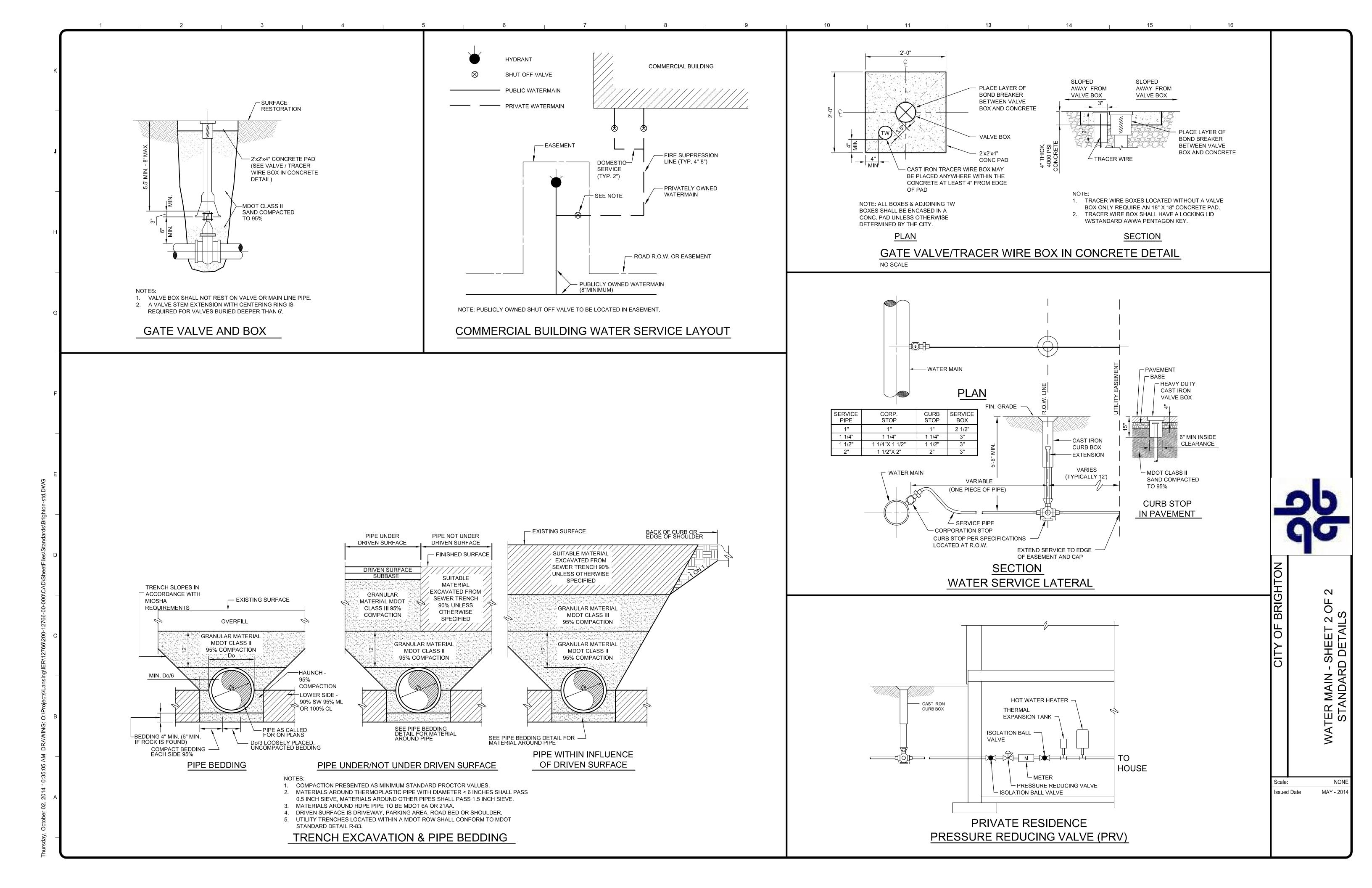
NO SCALE

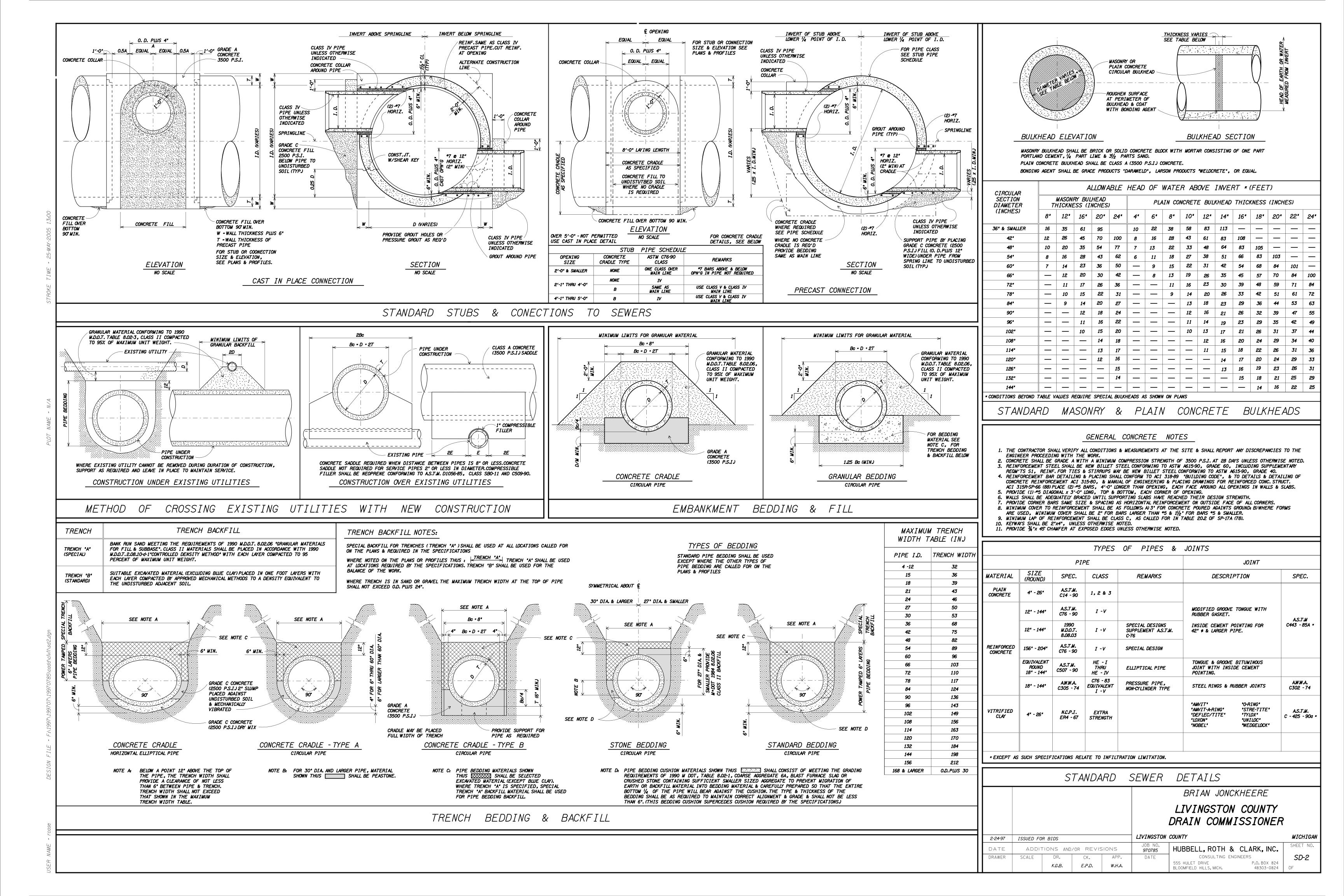


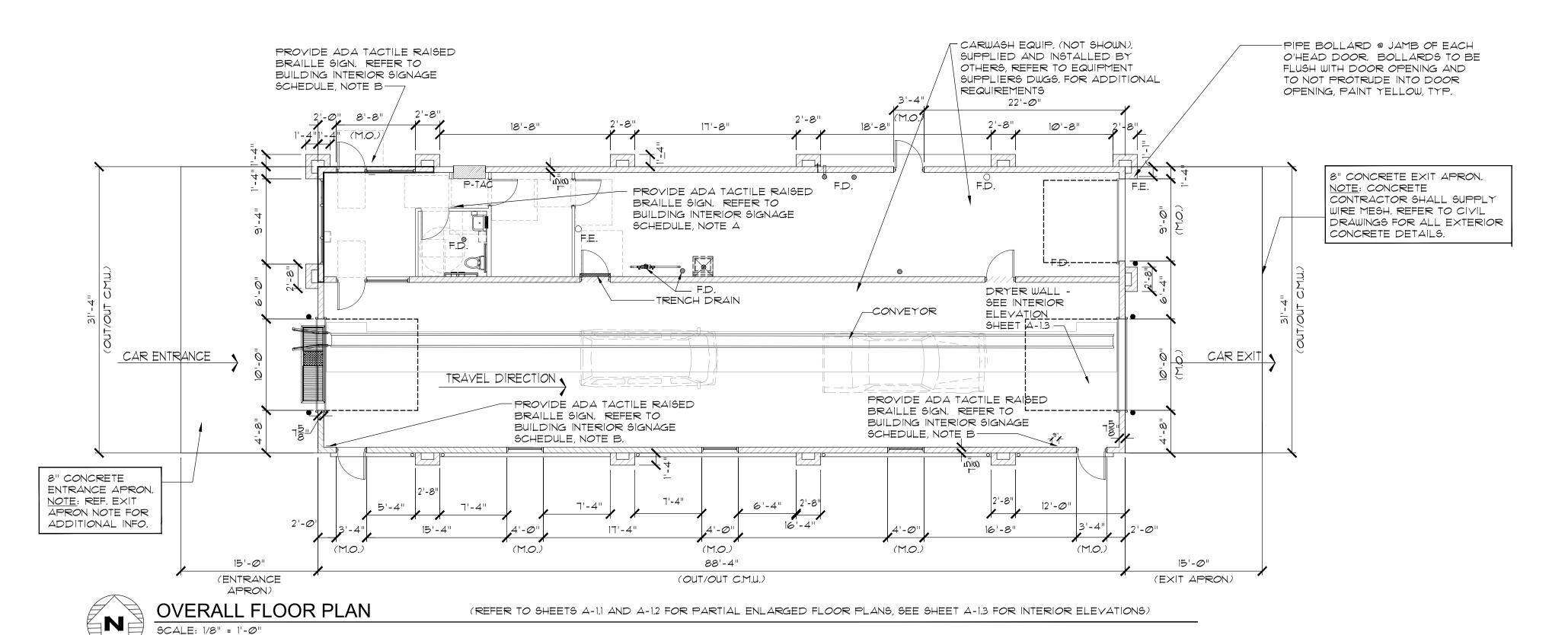
7 WATER MAIN - SHE STANDARD DE

NONE MAY - 2014

ssued Date







GENERAL FLOOR PLAN NOTES:

1. ALL DIMENSIONS ARE TAKEN TO FACE OF C.M.U. OR STUD UNLESS NOTED OTHERWISE.

- 2. CONTRACTOR SHALL PROVIDE AND INSTALL FIRE TREATED WOOD SUPPORT BLOCKING OR 16 GA. STEEL PLATE BLOCKING IN ALL WALLS RECEIVING ANCHORS OF CASEWORK, SHELVING, GRAB BARS AND THE LIKE. REFER TO PLANS AND COORDINATE W/ OWNER PRIOR TO CONCEALING WALLS. ADDITIONALLY, COORDINATE WITH ALL OTHER TRADES TO DETERMINE LOCATIONS OF ADDITIONAL STEEL STUDS.
- 3. NEW TOILET ROOM SHALL BE CONSTRUCTED IN ACCORDANCE WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (ADAAG) INCLUDING BUT NOT LIMITED TO GRAB BARS, FIXTURE HEIGHTS, CLEAR FLOOR ACCESS, AND 60" DIAMETER TURN AROUND.
- 4. CONTRACTOR SHALL INSTALL NEW GYPSUM BOARD INSTALLATIONS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS FOR LOCATING GYPSUM BOARD CONTROL AND EXPANSION JOINTS, EXPANSION JOINTS SHALL NOT EXCEED 30'-0" O.C.
- 5. ALL INTERIOR WALLS (EXCEPT PLUMBING WALLS) SHALL BE ASSUMED TO BE 3 5/8" STEEL STUDS (NON COMBUSTIBLE) @ 16" O.C. WITH 5/8" WATER RESISTANT GYP. BD. EACH SIDE UNLESS OTHERWISE NOTED. PLUMBING WALLS SHALL BE 6" STEEL STUDS.
- 6. ALL DOORS SHALL BE EQUIPPED WITH LEVER STYLE LATCH (UNLESS NOTED OTHERWISE) IN ACCORDANCE WITH ADAAG (ACCESSIBILITY) GUIDELINES. ALL LOCK SETS SHALL BE PUSHBUTTON TYPE LOCKING MECHANISMS OR EQUIVALENT. INTERIOR KEYED LOCKS ARE NOT ALLOWED.
- T. CONTRACTORS SHALL COORDINATE THEIR RESPECTIVE WORK WITH OTHER TRADES AND SHALL PROVIDE REQUIRED SUB SLAB PIPING, CONDUIT, PLUMBING, PIPE SLEEVES, FLOOR DRAINS AND THE LIKE AS REQUIRED PRIOR TO POURING NEW INTERIOR CONCRETE SLAB.
- 8. ALL WOOD BLOCKING AND/OR PLYWOOD/OSB INSTALLED IN CONCEALED PLACES SHALL BE OF THE FRTW TYPE (FIRE TREATED).
- 9. ALL NEW INSULATION SHALL HAVE A MAXIMUM FLAME SPREAD OF 25. SMOKE DEVELOPMENT RATINGS FOR ALL NEW INSULATION SHALL NOT EXCEED 450 (TYP.).
- 10. TENANT SHALL FURNISH BOTTLED WATER IN LIEU OF A WATER COOLER.

11. FIRE EXTINGUISHERS:

- A. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED ON SITE FOR THE DURATION OF CONSTRUCTION.
 EXTINGUISHERS SHALL BEAR THE LABEL OF AN APPROVED AGENCY.
- B. PERMANENT FIRE EXTINQUISHER (F.E.): PORTABLE FIRE EXTINGUISHER(S) SHALL BE PROVIDED ON SITE ON A PERMANENT BASIS, BEARING THE LABEL OF AN APPROVED AGENCY. EXTINGUISHER(S) SHALL BE WALL HUNG W/ MFR'S STANDARD WALL BRACKET. LOCATIONS INDICATED ON PLANS ARE SCHEMATIC AND SUBJECT TO CHANGE PER LOCAL AUTHORITY'S REQUIREMENTS/DIRECTION.
- C. THE MAXIMUM TRAVEL DISTANCE TO A PERMANENT FIRE EXTINGUISHER SHALL NOT EXCEED 15 FEET. ADDITIONALLY, FIRE EXTINGUISHERS SHALL BE LOCATED WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE AND SHALL NOT BE OBSTRUCTED OR OBSCURED FROM VIEW. THESE LOCATIONS SHALL BE AMONG NORMAL PATHS OF TRAVEL.
- 12. TEMPERED SAFETY GLAZING SHALL BE PROVIDED IN ACCORDANCE WITH CODE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- A. WITHIN 24 INCH ARC ALONG THE VERTICAL EDGE OF A DOOR.
- B. IN ANY GLASS PANEL THAT IS 18 INCHES OR LESS ABOVE AN ADJACENT WALKING SURFACE AND IS (9) SQUARE FEET OR LARGER IN AREA.
- 13. ANY TRANSACTION AND/OR SERVICE COUNTERS USED FOR TRANSACTION OF SELLING MERCHANDISE, MAKING PAYMENTS OR OTHER SIMILAR TYPES OF TRANSACTIONS SHALL HAVE A 3'-Ø" (MINIMUM) SECTION OF SAID COUNTER NOT EXCEEDING 2'-IØ" AFF. FOR USE BY THE PHYSICALLY DISABLED.
- 14. ALL INTERIOR FINISHES SHALL COMPLY WITH THE MICHIGAN BUILDING CODE (MBC) FOR FLAME SPREAD AND SMOKE DEVELOPMENT RATINGS FOR (B) BUSINESS USE GROUP AS FOLLOWS:
 - A. CORRIDORS = "B"± FLAME SPREAD OF 26-75± SMOKE DEVELOPMENT = 0-450
 - B. ENCLOSED ROOMS/SPACES = "C"± FLAME SPREAD OF 16-200± SMOKE DEVELOPMENT = 0-450
- 15. ALL CAR WASH EQUIPMENT SHOWN IN ARCHITECTURAL PLANS AND/OR NOTED IN WASH BAY AND MECHANICAL ROOM SHOULD BE CONSIDERED SCHEMATIC AND ONLY FOR REFERENCE. CONTRACTOR SHALL REFER TO AND COORDINATE WITH CAR WASH EQUIPMENT DRAWINGS FURNISHED BY OTHERS FOR FINAL EQUIPMENT LAYOUT.

BUILDING INTERIOR SIGNAGE SCHEDULE:

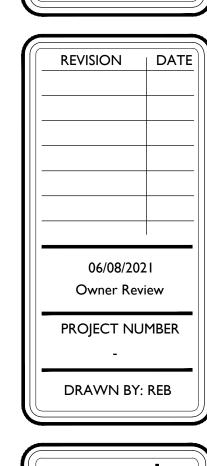
PROVIDE THE FOLLOWING INTERIOR SIGNAGE:

- A. TOILET ROOM: PROVIDE ADA TACTILE RAISED BRAILLE UNISEX RESTROOM SIGN, ADJACENT TO DOOR. REFER TO DETAIL ON SHEET G-2.
- B. BUILDING EGRESS (EXIT) DOORS:
 PROVIDE ADA TACTILE RAISED BRAILLE
 SIGN STATING "EXIT" AND COMPLYING WITH
 ICC AIIT.I ADJACENT TO EACH BUILDING
 EXIT DOOR. REFER DETAIL ON SHEET G-2.





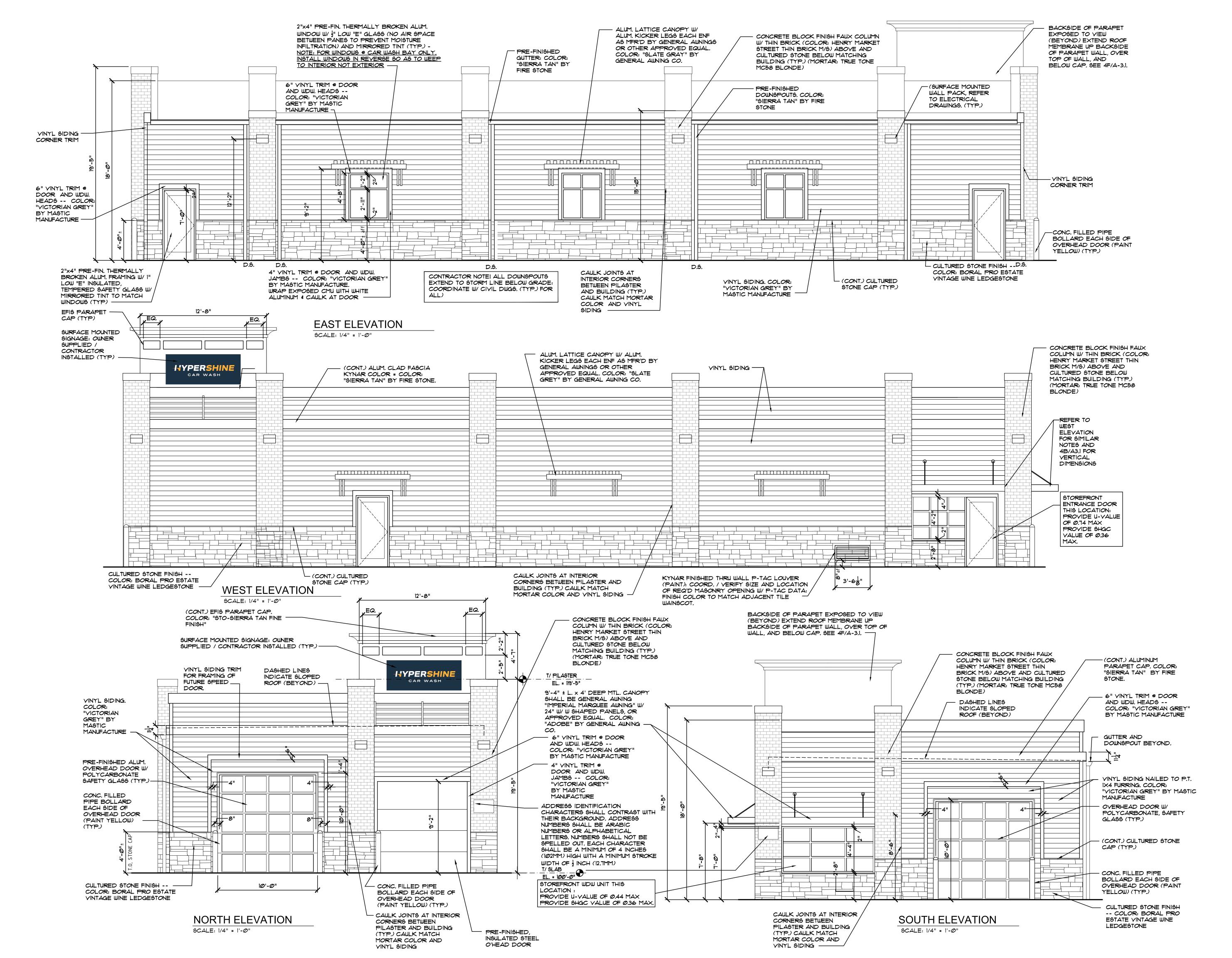
859.523.1500



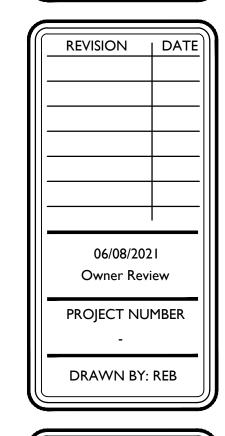
ershine Carwash E. Grand River ton, MI 48116

SHEET NUMBER

T 88 O







Hypershine Carwash
9836 E. Grand River
Brighton, MI 48116
Exterior Elevations

A-2

BRIGHTON AREA FIRE AUTHORITY



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

August 4, 2021

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

RE: Hypershine Carwash

9836 E. Grand River Ave.

Site Plan Review

Dear Mike:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on July 28, 2021 and the drawings are dated June 16, 2021 with latest revisions dated July 28, 2021. The project is based on the proposed demolition of a current restaurant and combining two parcels to construct a new automatic car wash and associated detailing areas. The car wash will be a 2,765 square foot, Type IIB structure. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

- 1. An overhead obstruction and access drive obstruction was identified on the drawings. Sheet C-9 reflected one of the Maple Trees located along Grand River Ave. in the access drive. This was pointed out to the engineer and they are making the revisions.
- 2. Fire hydrant coverage appears to be just within the 400-foot hose-lay requirement using Grand River and Appian Way, however; there was no hose-lay plan provided. It is recommended that a new hydrant be tapped off the water main that passes through the site and be installed in the landscape island near the first vacuum station beyond the employee parking space. (Received an updated sketch with proper measurement of the hose lay along Grand River and entering the property. Site is compliant)
- 3. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation. (Address noted to be compliant.)

IFC 505.1

4. The west entry drive labeled at 24-feet shall be increased to 26-feet along the drive up to the point where 150-feet from the roadway is achieved. With a width of 26-feet, one side (building side) of the drive shall be marked as a fire lane where vehicle parking is not located. Include the location of the proposed fire lane signage and a detail of the fire lane sign in the submittal. Access roads to the site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds. (The drive widths have been modified to comply with the width requirements for vehicle access.)

IFC D 103.6 IFC D 103.1 IFC D 102.1 IFC D 103.3





August 4, 2021 Page 2 Hypershine Carwash 9836 E. Grand River Ave. Site Plan Review

5. Access shall provide emergency vehicles with a turning radius of 50-feet outside and 30-feet inside. Vehicle circulation shall account for non-emergency traffic and maintain the vehicle within the boundary of lanes of travel. It is understood that the fire access lane does pass through a one-way exit drive. (Vehicle circulation and radius are compliant with access requirements.)

IFC 503.2.4

6. The Knox Box indicated on the exit gate shall be a knox key switch that will bypass the gate closure operation. The switch location shall be coordinated with the fire authority. (Knox boxes shown on the gates have been revised to key switches.)

IFC 506.1

7. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor. (Noted to be provided prior to construction.)

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Rick Boisvert, FM, CFPS Fire Marshal

cc: <u>Sbarb@livgov.com</u>

kari.iozwik@tetratech.com



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: July 30, 2021

SUBJECT: Hypershine Car Wash - Site Plan Review #2

A revised site plan (dated 7/28/21) has been submitted for your consideration by EROP, LLC for the construction of a new 2,765 sq. ft. Hypershine Car Wash that will be located at 9836 E. Grand River Avenue in the City of Brighton. The proposed car wash will include on-site parking for employees and visitors to the car wash, on-site refuse collection, and landscaping as required. The property is currently zoned C-2 (General Business District) and may be developed as a commercial car wash in the C-2 District as one of many similar uses listed. Per Table 98-6.1.B, the proposed development is not exempted from planning commission review and requires a site plan review per Ordinance standards.

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

Article 3 - Zoning Districts

Article 4 – Use Standards

Article 5 – Site Standards

Article 6 – Development Procedures

Department Information

Administration Building 04 E. Grand River Avenue Suite 206 Howell, M1 48843-2323

> (517) 546-7555 Fax (517) 552-2347

Web Site www.livgov.com

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

General Site Characteristics

Site Address: 9836 E. Grand River Avenue

Parcel Number: 4718-32-300-005 & 478-32-300-011

Access Roads: Primary ingress/egress point is Grand River Avenue

Lot Size: 1.27 acres

Existing Zoning: C-2, General Business

Site Description: The proposed development will be the site of Hypershine Car Wash.



Article 6, Section 98-6.1 Site Plan Review

98-6.1.B Uses Requiring Site Plan Review

Based on Table 98-6.1.B, a site plan review is required for the proposed car wash. The site is located in the General Business District and is not exempted from the site plan review process.

98-6.1.D Required Site Plan Contents

Table 98-6.1.D.1 details all required information for site plan submittal. The applicant has provided sufficient information on the plan for the initial review.

98-6.1.E Site Plan Review Standards

(E.1) Dimensional Standards in the C-2 District:

Minimum lot size: 2,000 sq. ft. Maximum lot width: 66 ft. Min. Front Yard Setback: 0 ft.

Min. Rear Yard Setback 0 ft. (abutting residential – 20 ft.) Min. Side Yard Setback: 0 ft. (abutting residential – 10 ft.) Max. Building Height: 3 stories, not to exceed 50 ft.

The proposed car wash meets all of the dimensional standards.

- (E.2) Impact on surrounding land use and zoning: The proposed car wash is a permitted use in the zoning district and is compatible with surrounding uses in the C-2 District.
- (E.3) Views and building elevations: Architectural elevations were not provided by the applicant. The site plan states that the building will be 1 story in height.
- (E.4) Preservation of natural features: The proposed car wash should not interfere with any natural features on or around the site in the C-2 District.
- (E.5) Use Standards: The site will be reviewed to ensure compliance of all sections of the City of Brighton Zoning Ordinance and other standards established by the City.
- (E.6) Site Standards: Site standards will be reviewed as part of Article 5 Site Standards later in this review. Internal circulation is provided on-site with parking and sidewalks shown on the site plan. Revised plans have been submitted that illustrate all sidewalks at the required minimum of 5 feet. Sidewalks adjacent to parking have been designated at 7 feet and are acceptable.

Article 3, Section 98-3.11 C-2 General Business District Regulations

All development in the C-2 District is subject to the following regulations:

(98-3.39) C-2 General Regulations: The proposed car wash is connected to both city water and sewer and will meet the necessary regulations administered by the City of Brighton.

Article 5, Section 98-5.2 Refuse Disposal

The car wash will have an approximate 10 x 10 dumpster pad enclosure measuring six (6) feet high. The enclosure will be constructed with masonry blocks and have lockable gates/doors and is

compliant with the Ordinance. Refuse collection will occur after business hours which will allow for uninterrupted traffic flow into and out of the site during the normal business hours.

Article 5, Section 98-5.3 Stormwater Management Systems

The development is required to comply with the City of Brighton storm water management standards. We will defer approval of these requirements to Tetra Tech, the City of Brighton's professional engineering firm.

Article 5, Section 98-5.4 Exterior Lighting

A total of 4 Mirada medium outdoor pole lights will be placed on the site along with 14 Mirada wall pack lights that will be located on the building. All fixtures are designated as fully cut-off, fully-shielded, and down-directed fixtures and are compliant with the lighting standards. Mounting heights for the pole fixtures are designated at twenty-five feet and is under the allowable thirty feet in height for commercial districts. The included photometric plan illustrates that the site is within the allowable .5 foot-candle measurements at the property line.

Article 5, Section 98-5.6 Off-Street Parking and Loading Regulations

Parking regulations for the proposed site are as follows:

General Parking Requirements

- B.3. Shared parking: All off-street parking must be located on the same lot as the building or use the parking is intended to serve.
- B.5. Signage for off-street parking shall be in accordance with Chapter 66 of the Ordinance.
- B.9. All parking spaces and lots shall have defined access to a public or private street with no more than two (2) curb cuts accessing the parking lot.

Specific Parking Requirements

- C.1. All parking stalls shall be nine (9) feet in width and eighteen (18) feet deep. Parking stall sizes are compliant.
- C.2. No loading spaces are required on site as the proposed building will be less than 5,000 sq. ft. Any loading activities are designated to occur after business hours as stated on the site plan.
- C.3. Barrier-free parking spaces: The proposed car wash will have 4 designated spaces for employee parking with an additional twenty-four spaces for customer use at the vacuum and detailing areas. Seven stacking spaces have been provided as required per automatic car wash bay. The applicant has included one required ADA compliant parking space with an 8 ft. wide loading zone per Ordinance requirements.
- C.4. Driveway/Isle width has been established at twenty-six (26) feet wide to allow for ingress and egress of emergency vehicles. The City of Brighton Fire Department will approve plans prior to final site plan approval.
- C.7. Surfacing and curbing: All drives and parking areas should be surfaced and curbed.
- C.8. Drainage: Tetra Tech, the City's professional engineer, will evaluate these standards.

Determination of Required Spaces

Table 98-5.6.E establishes the minimum parking space requirement based on use of the property. For automatic or self-service car washes, the following standards are required and have been met:

1 space for each employee on the largest shift = 4
7 spaces for each automatic bay = 7 stacking spaces
24 additional spaces for use by customers in vacuum and detailing areas
1 ADA compliant space with and 8 ft. loading zone

Article 5, Section 98-5.7 Landscaping and Screening Requirements

Landscaping requirements for the proposed hotel site are as follows:

C. Required Greenbelts along and within rights-of-way: Greenbelts along the ROW of any public or private street must include one (1) canopy tree for every thirty (30) linear feet of frontage. The applicant has provided 6 Red Maple trees along the frontage of Grand River. This satisfies the greenbelt requirements for the site.

Parking Lot Landscaping

- E.1. General Requirements: Landscaping of the perimeter of the parking areas is required in addition to interior landscaping.
- E.2. Design Requirements: Landscaped end caps are not necessary due to parking design, but the applicant has placed Gingko and Pear trees around the parking areas. There is a retaining wall with a guard rail located at the southwest corner of the site that measures approximately 36 inches in height. The proposed wall meets the Ordinance requirements.
- E.6. Irrigation and Maintenance: All new landscaping on-site must be irrigated and is noted on the site plan as being the responsibility of the irrigation contractor.

Section 98-5.11 Fences

B.1. Fences shall not exceed a height of 6 ft. Fences and walls in any front yard of any district may not exceed 3 ft. in height. A wood privacy fence will remain on the site and is within the Ordinance requirements. No new fencing is proposed.

Recommendation

The revised site plan satisfies our previous comments and we are recommending approval of the proposed Hypershine Car Wash at this time. 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



September 17, 2021

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

Re: Hypershine Car Wash Site Plan Review No. 3

Dear Mr. Caruso:

The petitioner for the proposed Hypershine Car Wash, located at 9836 E Grand River Avenue, has provided supplemental information as requested in Tetra Tech's August 16, 2021, site plan review letter.

A geotechnical investigation dated September 15, 2021, entitled "Hypershine 9836 East Grand River" was prepared by G2 Consulting. It was necessary to include this report submittal with the site plan application to evaluate the existing water table elevations compared to the underground storage units, as required by the City's Engineering Design Standards.

The geotechnical investigation found granular soils in the location of the below-grade detention system and no measurable groundwater upon the completion of the bores. The site conditions are favorable for use of an underground detention basin.

Tetra Tech's remaining comment is the following:

1. An inspection port needs to be installed on the isolator row in the Stormtech system.

RECOMMENDATION

It is not anticipated the remaining comments will have a significant effect on the engineering design. Therefore, we have no objection to the City approving the site plan contingent upon the applicant addressing the remaining comment to the City's satisfaction.

Please call Kari Jozwik at 810.225.8439 if you have any questions or comments.

Sincerely,

Kari Jozwik, P.E., LEED AP

Project Engineer



August 4, 2021

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

Re: Hypershine Car Wash Site Plan Review No. 2

Dear Mr. Caruso:

Tetra Tech has reviewed the revised site plan for the proposed Hypershine Car Wash, located at 9836 E Grand River Avenue, on a 1.27-acre parcel. The development consists of a 2,765-square-foot car wash, a parking lot, municipal utility extensions, and an underground stormwater containment system.

The revised site plan dated July 28, 2021 was prepared by Stonefield Engineering & Design and submitted in response to our July 21, 2021 review letter. The following comments remain for your consideration:

GENERAL

- 1. A geotechnical investigation of the soils in the location of the proposed underground detention basin is required, per City standards, to evaluate the existing water table elevations compared to the underground storage units.
- 2. An inspection port needs to be installed on the isolator row in the Stormtech system.

TRAFFIC IMPACT CONSIDERATIONS

A revised traffic impact assessment is in the process of being completed by Stonefield Engineering & Design to address our concerns noted in our review letter dated July 21, 2021. The comments have been reiterated below for your convenience.

- 1. A trip generation comparison should be provided between the existing use on the site and the proposed use.
- 2. An operational analysis of the PM peak period should be provided under Total Future (Build) conditions, regardless of what the ITE publication states.
- 3. The existing roadway characteristics has information listed that is not accurate. Grand River is not M-43, it is not classified as a State trunkline, and the speed limit is not 45 MPH. M-69 is not to the west, US-23 is to the east, but access is not directly provided.
- 4. Table 1 says 2019, but the data is from 2018
- 5. Count data from 2019 is available on the Livingston County Road Commission website and should be used.
- 6. A 12% annual growth rate is way too high; an annual, compounded growth rate of 0.5%/year should be used in forecasting traffic.
- 7. The calculated 2021 volumes in Table 2 were incorrectly calculated.

Mr. Michael Caruso Site Plan Review No. 2 – Hypershine Car Wash August 6, 2021 Page 2

- 8. The volume analysis assumed build-out in 2021, which seems unlikely. An analysis year of 2022 would be acceptable, although 2023 seems more likely.
- 9. The distribution along Grand River is more like 52% EB\48% WB, but this would likely not result in a significant difference in the distribution.
- 10. A right-turn treatment warrant analysis utilizing Livingston County Road Commission standards should be performed for the site driveway, although no treatment is anticipated to be warranted.

RECOMMENDATION

We recommend the site plan be revised to address the above comments. It is not anticipated the remaining comments will have a significant effect on the engineering design. Therefore, we have no objection to the City approving the site plan contingent upon the applicant addressing the remaining comments to the City's satisfaction.

Please call Kari Jozwik at 810.225.8439 if you have any questions or comments.

Sincerely,

Kari Jozwik, P.E., LEED AP

Project Engineer

Ian T. McNulty, EIT Project Engineer

City of Brighton 200 N. First Street, Brighton, MI 48116 Planning Commission Minutes August 16, 2021

The Board for the Planning Commission held a Regular Meeting on Monday, August 16, 2021 at 7:00 pm.

1. Call to Order/Roll Call

Chairman Smith called the meeting to order at 7:00 p.m.

Commissioners Present: Ken Schmenk, Steve Monet, Chuck Hundley, Susan Gardner, Matt Smith, Jim Bohn, Dave Petrak, Bill Bryan and Mike Schutz.

Also Present: Nate Geinzer, City Manager; Tara Brown, City Clerk; Sarah Gabis of Foster Swift; Jill Bahm of Giffels Webster; and Kari Jozwik from Tetra Tech.

Chairman Smith advised the members of the public that there are two general calls to the public and there are also public hearings for two of the items on the agenda this evening.

He suggested moving "New Business" to the beginning of the agenda so Item c will need to be removed from the Consent Agenda and Item #6 will move before Item #4.

Motion by Commissioner Petrak, seconded by Commissioner Schmenk, to approve the August 16, 2021 Agenda, moving Item c to the Regular Agenda and moving Item #6 before Item #4. **The motion carried unanimously.**

2. Consider Approval of Consent Agenda Items

Consent Agenda Items

- a. Approval of the June 7, 2021 Regular Meeting Minutes
- b. Approval of the July 7, 2021 Special Meeting Minutes

Motion by Commissioner Gardner, seconded by Commissioner Schenk, to approve the consent agenda as revised. **The motion carried unanimously.**

3. Call to the Public

The call to the public was made at 7:05 pm with no response.

New Business

6. Consider Recommendation of Approval for Site Plan 21□11, Hypershine Auto Wash, 9836 E. Grand River

Manager Geinzer introduced the item and stated that all of the consultants have reviewed the proposal. The engineer is recommending approval and Ms. Bahm will have items to discuss this evening.

Mr. Reid Cooksey of Stonefield Design provided a review of the project. They are proposing to build a 26,000-square-foot car wash. He showed the site plan. They have addressed the prior comments from the consultants. They will replace the dilapidated portion of the fence and move the Dumpster enclosure out of view of Grand River.

Commissioner Petrak stated that no elevations were provided. He has looked on their website and they build attractive buildings. Mr. Cooksey stated it will be a premium facade, stone veneer with brick elements.

Commissioner Monet questioned why the Planning Commission did not receive elevations. Manager Geinzer stated they were submitted to the City; however, they were not in tonight's packet. He noted the design elements would need to meet the City's Ordinance requirements. The company's website was shown to the Planning Commission, noting this building would be very similar to these.

Ms. Bahm would like the Dumpster enclosure moved further from Grand River and part of the fence replaced, which the applicant has stated he would do.

Commissioner Bohm questioned the traffic flow on site. There are two driveways next to each other. He is concerned about the congestion of the shared driveway and vehicles making a left-hand turn onto Grand River noting Leland is directly across from the entrance. Mr. Cooksey stated a full traffic study was done for this site and submitted to the City. During peak hours, the actual car wash can clean less than 60 cars in an hour so on those busy days the most cars that could be in and out would be 60. The typical stacking is 15 and this site allows for 30. He noted they will be closing off the existing driveway from the current restaurant so they will only have one drive on their site.

Commissioner Gardner stated an email received from the Engineer dated August 16, 2021 states the revised traffic impact study satisfactorily addresses their previous concerns. There are two outstanding issues. 1) A geotechnical investigation of the soils in the location of the proposed underground detention basin is required, per City standards, to evaluate the existing water table elevations compared to the underground storage units and 2) An inspection port needs to be installed on the isolator row in the Stormtech system. Mr. Cooksey stated he has seen those comments and has scheduled those studies. If the Planning Commission recommends approval this evening, he would suggest it be made contingent on those items being submitted and approved.

Motion by Commissioner Gardner, seconded by Commissioner Schenk, to recommend to City Council approval of SIte Plan #21-11 for Hypershine Auto Wash, 9836 E. Grand River, with the following conditions:

- A geotechnical investigation of the soils in the location of the proposed underground detention basin is required, per City standards, to evaluate the existing water table elevations compared to the underground storage units and
- An inspection port needs to be installed on the isolator row in the Stormtech system
- Possible relocation of the Dumpster enclosure from a less obvious location from Grand River; however, should it not be possible it would be acceptable to leave it where it is
- Replacement of two fence panels
- Building materials shall be consistent with what was seen this evening and shall be submitted prior to submission to City Council.

The motion carried unanimously.

Public Hearings

4. Consider Recommendation of Approval for Special Land Use Permit 21□12, Performing Arts Theater, 111 S. West Street.

Manager Geinzer provided a review of the proposal. It has been reviewed by the consultants. It is an acceptable use at this location and there are no outstanding issues.

Ms. Lynn Wilby has been running a theater at The Brighton Coffeehouse and Theater (BCAT) and she would like to bring professional theater permanently to downtown Brighton. She has over 30 years experience in the theater industry.

The call to the public was made at 7:30 pm with no response.

Commissioner Petrak noted that the existing parking exceeds what is required for this use. Manager Geinzer agreed. They are exempt from providing additional parking. Ms. Bahm stated that per the ordinance, they are required to provide 20 spaces so they are not required to provide additional parking. She also stated that people may see a show and then eat or vice versa and this is a good example of parking spaces being shared between multiple businesses.

Commissioner Schutz asked how often performances would be held. Ms. Wilby stated she would have them approximately 20 weekends a year and it would be one show per day.

Commissioner Gardner questioned if performances will still be at BCAT. Ms. Wilby stated she will no longer be holding performances there.

Motion by Commissioner Schmenk, seconded by Commissioner Petrak, to recommend to City Council approval of Special Land Use Permit #21-12, Performing Arts Theater, 111 S. West Street. **The motion carried unanimously**.

5. Review Applicant Revisions Submitted on July 30, 2021 to Final Site Plan #21□06, 1010 State Street, Rezoning From R1 To PUD And Provide Recommendations With Regard to the Considerations as Directed By City Council

Chairman Smith stated the Planning Commission has a very complex set of considerations to go through this evening. Mr. Geinzer stated that Staff, the Planner, and the City Attorney worked together to provide an extensive report to the Planning Commission.

Ms. Gabis reviewed what has been requested by City Council. She provided a history of the project. Per the PUD Ordinance, items can still go to City Council after receiving a recommendation for denial from the Planning Commission. In July of 2021, the applicant presented the plan to City Council, with some modifications, based on concerns heard at the Planning Commission meeting. At that time, City Council tabled the item and sent it back to the Planning Commission to review the modifications. The modifications are the height of the buildings, additional parking spaces, increased greenspace and setbacks, and moving of the driveway. Additionally, the density must be discussed and recommended. The Planning Commission is tasked this evening to deliberate each of those considerations separately and provide recommendations on each of those items separately. She recommends making four separate motions as it relates to each item.

Mr. Manny Kianicky, Mr. Scott Jacobson, and Dane Trescotte of SR Jacobson were present. Their attorney, Alan Green, was also present. Mr. Kianicky stated this is a difficult site to develop. It is blighted, unsafe, obsolete, contaminated, and adjacent to industrial uses; however, it is also close to the downtown area. They know they must address the concerns of the residents, businesses, housing market and create a financially successful development. They believe it will be a great addition to the City and will be a good neighbor to the adjacent residents. They made changes to the plan based on comments at the previous Planning Commission meeting and presented them to City Council in July.

Based on their study and interpretation of the Master Plant, they believe their plan is in close conformance to it. They believed this was eligible for up to 25 units per acre as it is adjacent to downtown. They designed a community with 13.3 units per acre and a 40-foot landscape buffer around the property. They also faced the front of the buildings to the neighbors so they would not see the garages. The map in the Master Plan shows this site as within the downtown area, and it is adjacent to downtown. It also states that the former Lindbom site is within walking distance to downtown and is a good location for moderately high density residential development, including townhouse or apartments. In a memo from the planner, Ms. Bahm, there are benefits to redeveloping this site, such as improved aesthetics, cleaning up a contaminated site, different housing types, and that it can meet the goals of the Master Plan. He added that it is less than an eight-minute walk to the first block of Main Street businesses.

They are not asking for 25 units per acre; they are requesting 140, which is a 31 percent increase for areas not adjacent to downtown.

140 units is the minimum necessary to make it financially feasible to develop this project. It is necessary to sustain the high quality of the buildings, amenities, grounds, roads and professional management for on-site staff.

He reviewed how building height is measured differently in all municipalities surrounding the City of Brighton. They could actually be four feet higher than they were proposing.

He showed colored renderings of the now proposed flat roof. They asked the Planning to determine if they would prefer the flat roofs or the gabled roof with a small height variance. This can be approved by the Planning Commission under the PUD ordinance, and has been done for both Conely Square and Second Streets Flat.

They have amended their site plan to add an additional 250 Thuja Green Giant arborvitaes, which are fast growing. They grow approximately 3-5 feet a year, so they will be 20-30 feet tall in less than five years. They are also adding 54 junipers for species variety. These will reach a height of 20-25 feet at maturity.

The issue of traffic being a concern is not supported by the traffic study. There are seven routes to and from the site, with six intersections at Main Street. The study shows that the roundabout at 3rd and Main could handle all of the traffic of West Village. The number of trips generated by these townhomes is less than other allowable uses on this site.

He showed a colored site plan and reviewed the proposed changes to the buffer zone and moving the roadways inward. They have added additional guest parking, which is well above the requirement. There are now 504 spaces for 140 residences so that equates to 3.6 spaces per residence.

He noted that a Planning Commissioner asked for variations in colors for different buildings. This is not normally done; however, they will make minor variations in the building colors as requested.

The lighting will now be on the buildings and they will not have streetlights. The previous City Planner believes this is consistent with the surrounding residential neighborhood.

Due to the contamination under the site, no developer would build for-sale properties, as it would be very difficult with regard to obtaining mortgages, etc. A for-lease community is the only way to redevelop this site. They have market studies that show there is a demand for these types of communities. They are renters-by-choice, although they are financially able to buy a home.

Developing this site will provide for a variety of housing types, eliminate the blight and constant police calls, resolve an environmental contamination problem, contribute to the local economy, add additional taxes and utility connection fees to the City, fit into the community and create a housing type of demand not available. They will be a good neighbor.

They have received favorable reviews by City Staff, the consultants. They are respectfully requesting the Planning Commission recommend approval of West Village.

Prior to opening the call to the public, Chairman Smith advised that each person will have five minutes to speak about the item. He asked everyone to state their name and address. This is not a question and answer session and all comments will be directed to the Planning Commission.

The call to the public was made at 8:14 p.m.

Ms. Susan McDonald of 825 Fairway Trails stated her daughter went to Lindbom. She thinks that people who want high-end townhomes would not want to live where there is a contamination issue. She can see this opening up to government subsidized housing if they cannot find renters.

Mr. Jeff Stone of 422 N. Fifth Street stated he would like the City to stay with the Master Plan. Apartments are considered commercial. Why is a commercial use being built right in the middle of a residential neighborhood? The density is still past what the Master Plan says. The arborvitae are going to take 10 to 15 years before they grow tall.

Mr. Cameron Scott of 817 Washington lives five minutes from downtown and when it's cold, he drives and at night, he drives. A 140-unit development will impact the parking downtown. He asked the Planning Commission to think about this because other developments could be built on sites that are considered close to downtown. The Planning Commission has already said no to this proposal.

Lisa Spitler lives on the corner of Seventh and Main and this development is two houses from her. Lindbom is not adjacent to downtown Brighton; it is adjacent to Genoa Township. It is a lie that the roads can handle this traffic. This plan is not medium to moderate density. It does not belong in this neighborhood. She stated that the City made decisions without asking them, such as the northwest neighborhood project. The City has to do what is in the best interest for the residents and their families.

Ms. Susan Backhaus 907 Brighton Lake Road questioned Mr. Kianicky's statement that this will not affect the traffic in this area or that home values will not be decreased. A house in this neighborhood just sold and the selling price dropped \$20,000. People can obtain a mortgage for homes that are on contaminated land. The arborvitaes the developer is proposing to plant are not fast growers.

Ms. Mary Bryan of 1024 State Street stated this development does not fit in this area. She would prefer an eight-foot wall around the property instead of the arborvitae. The traffic is already busy in this neighborhood. The City is more interested in the tax revenue than the neighbors.

Mr. Mike Johnson of 806 W. Main Street stated he is against the proposal. There will be too many people and traffic, and rental units are not necessary to meet environmental requirements. The TCE plume will not be a significant problem. He has a background in the environment and spoke to Rebecca Taylor of EGLE. He developed a report and emailed it to the Planning Commission yesterday, which stated that TCE is found in many places and is more prominent in the areas south of this site. He is not concerned with the presence of TCE and would move into any of the existing homes in the surrounding neighborhood.

Mr. Carl Vagnetti of 7918 Laurel Street stated the remediation of the current contamination can be done very simply and can be done for less than \$1,000 per housing unit. The Master Plan does not allow for this density. He would like the City to work within the Master Plan and develop the site in harmony with the existing residential neighborhood.

Mr. Brain Klear of 225 N. Fifth Street stated the Planning Commission made a mistake when they approved the preliminary site plan. They fixed that mistake when they recommended denial of the final site plan. This proposal does not meet the Master Plan. It is to be eight units per acre and one or two stories. These buildings are three stories and are not allowed. It is also not adjacent to downtown; it is adjacent to residential.

The resident of 7879 State Street lives in her childhood home. She is not in favor of 140, three-story townhomes being built on the Lindbom property. She worries about the safety of her children due to the increased traffic. It is not cohesive with the surrounding neighborhood and it is not adjacent to downtown. She is asking the Planning Commission to not approve this proposal.

Mr. Christopher Habsburg of 7940 Holly Street stated the neighbors have lived with the TCE and now they are being asked to have an inappropriate development built next to them. These types of developments are not put in the middle of mostly one-story residential neighborhoods. He asked the Planning Commission to listen to the neighbors.

Mr. James Noeker of 7901 Magnolia stated the residents have to benefit from this plan, not the downtown businesses. He doesn't believe that the proposed PUD meets any of the eight requirements needed for approval.

Ms. Barb St. Thomas- Darin of 7991 Brighton Road planted green giant arborvitae in her yard 20 years ago and they are not as large as what was said by the applicant.

Ms. Carol Rossi of 306 S. Second Street and 330 N. Fifth Street has spoken to many residents and they all want to see the project at two stories and less dense. They would like it to be developed thoughtfully. She asked the Planning Commission to deny this request that does not fit in the community.

Mr. Paul Moggut of 4812 Dillon does not believe there was any evidence presented this evening that would make the Planning Commission change their mind to approve this proposal.

The call to the public was closed at 9:03 pm

Motion by Commissioner Gardner, seconded by Commissioner Schulz, to take a five-minute break. **The motion carried unanimously.**

Commissioner Monet asked why there was a rope dividing the public from the Planning Commission and why is the applicant sitting at the dais next to the City Manager. He hopes that this does not become the norm.

Commissioner Schmenk is concerned that if every developer who has requested to develop this property is denied, what will happen to it. He does not believe the neighbors' property values will go up if it is not developed. Mr. Jacobson is not sure anyone else would want to spend time and money after all of the proposals have been denied. They have worked with staff, listened to the residents, made changes based on their concerns, and believe it is a viable development.

Mr. Kianicky noted that they received preliminary site plan approval, continued to work on the plan and then after a year, their final site plan was denied.

Commissioner Bohn noted that the developer was granted an eight-month extension so the Planning Commission had the right to review it in June of 2021 after recommending preliminary site plan approval in February of 2020.

Commissioner Monet asked if tonight's presentation was the same that was given to City Council. Manager Geinzer stated, "Yes" and what City Council did was ask the Planning Commission to review the four specific areas that they believe were of concern based on minutes from Planning Commission Meeting minutes. Commissioner Gardner stated the Planning Commission had not seen the changes that were presented to City Council at their July meeting.

Commissioner Bryan questioned the difference between 35 foot building height vs. three stories. Manager Geinzer stated that in the R-1 zoning, a three-story building is not allowed, but the PUD allows for consideration of this. He asked the developer if it can be done at two stories and Mr. Jacobson stated they cannot obtain the square footage with only two stories. Commissioner Bryan reiterated Commissioner Schmenk's point that if this is not developed, then what will be/

The Planning Commission began discussing the building height.

Commissioner Bohn stated that he is not sure the issue is the height of the building, but it is the number of stories. Three story buildings are in conflict with Page 78 of The Master Plan.

Ms. Gabis stated that the motion from City Council asked the Planning Commission to determine if the flat roof, which meets the height ordinance, or if the gabled roof, which would require a deviation from the building height, is appropriate.

Motion by Commissioner Petrak, seconded by Commissioner Bohn, to recommend that the density as proposed does not meet the Master Plan.

Commissioner Schutz stated there are 12 lots that are on the east side of the property and 34 townhomes adjacent to those 12 lots; which is a 3 to 1 ratio. That density does not make sense.

Commissioner Petrak believes it is too dense under the current zoning and for the adjacent neighborhood.

Commissioner Gardner noted that in the Future Land Use comments, as provided by Giffels Webster, states this site does not need to be eight units per acres and does not have to be 25; it can be somewhere in between. Based on all that has been presented this evening, all of the research that has been done, the amount of money that has been invested, and by a developer with experience developing sites like this that has a great reputation and will continue to maintain and manage the property, she endorses this project and it is not too dense.

Commissioner Bryan agrees with Commissioner Gardner. This is the fourth or fifth proposal for this site over the last 11 years. He is concerned that if this isn't developed, what is next.

Commissioner Bohn noted that the Master Plan speaks to the Lindbom site as being developed under R-1 zoning with eight units per acre for a total of 80 units. What is being proposed is not consistent with the Master Plan. Additionally, the Master Plan speaks to the area of Franklin and Washington being adjacent to downtown, but Lindbom is stated as being in close proximity to downtown; it is not adjacent. It makes a clear distinction between these two areas.

Commissioner Gardner stated this is a PUD so there is flexibility.

The motion carried with a roll call vote. (Schmenk - no, Monet - yes, Hundley - no, Gardner - no, Smith - yes, Bohn - yes, Petrak - yes, Bryan - no, Schutz - yes).

Motion by Commissioner Petrak, seconded by Commissioner Schutz, to return this item to City Council to make a decision.

After a brief discussion, **Motion** by Commissioner Petrak, Seconded by Commissioner Schutz, to withdraw the motion.

Motion by Commissioner Petrak, seconded by Commissioner Schmenk, the revised parking plan is acceptable to the Planning Commission.

Commissioner Monet believes the residents will not be able to fit their cars in their garages because they have two trashcans. Commissioner Gardener stated most condos and apartments have room for both the cans and their vehicles.

The motion carried with a roll call vote (Schutz - yes, Bryan - yes, Petrak - yes, Bohn - yes, Smith - yes, Gardner - yes, Hundley - yes, Monet - no, Schmenk - yes).

Motion by Commissioner Gardner, seconded by Commissioner Schmenk, the proposed movement of the drive and increase of greenspace and setbacks is acceptable to the Planning Commission.

Commissioner Bryan stated they did a great job by making this change.

Commissioner Hundley asked how tall the trees would be when they are planted. Mr. Kianicky stated they are planted at 6 or 7 feet tall. There are 20 varieties of these arborvitaes and these will grow 3-5 feet each year. They will be well maintained. It will not be long before they are completely screening the townhomes from the adjacent homes.

The motion carried unanimously with a roll call vote. (Schmenk - yes, Monet - yes, Hundley - yes, Gardner - yes, Smith - yes, Bohn - yes, Petrak - yes, Bryan - yes, Schutz - yes)

Motion by Commissioner Bryan, seconded by Commissioner Schmenk, the flat roof at 32 feet is acceptable as it meets the height requirements of R-1 zoning.

Commissioner Bohn stated that the R-4 zoning district height limit is 30 feet and the proposed building height is 32 feet. Manager Geinzer clarified that the underlying zoning of the site is R-1, which would have a height limits of 35 feet.

The motion failed with a roll call vote (Schutz - no, Bryan - yes, Petrak - no, Bohn - no, Smith - no, Gardner - yes, Hundley - yes, Monet - no, Schmenk - yes).

Motion by Commissioner Gardner, seconded by Commissioner Schmenk, to approve the gable roof design, which requires a deviation of 4 feet 6 inches, supports the height to the peak of 39 feet 6 inches. **The motion carried with a roll call vote** (Schmenk - yes, Monet - no, Hundley - yes, Gardner - yes, Smith - yes, Bohn - no, Petrak - no, Bryan - yes, Schutz - no).

Motion by Commissioner Petrak, seconded by Commissioner Shultz, to return this item to City Council for review. **The motion carried unanimously.**

Old Business

None

Other Business

7. Staff Updates

Manager Geinzer addressed Commissioner Monet's concerns from earlier in the meeting. The room set up this evening is temporary due to the need to have this meeting in person and the Council Chambers renovation not being complete.

8. Commissioner Report

None

9. Call to the Public

The call to the public was made at 10:51 pm.

Mr. Bob Pettengill of 608 W Main Street stated that Mike Johnson spoke earlier and presented technical data. He is an expert in this field. He encouraged staff to look at his report as it may open up other options for development of this site, such as the ability to install basements.

Mr. Klear stated that the Planning Commission voted the opposite this evening of what they voted last time on the building height.

Mr. Noeker stated all of the residents are tired of hearing "what happens if we don't accept this development". It's instilling fear. The Lindbom property looks the way it does because the owner doesn't maintain the property. The Planning Commission is supposed to support the ordinance and vote that way.

Ms. Backhaus showed a document that had every emergency call to the Lindbom property. The only problem with the property is the building. The City should make the property owner have the building removed.

Ms. Rossi questioned the statement, "if not this, then what". All of the proposals have all been over two stories and what the residents are requesting is only two stories. It would add to the community and fit with the surrounding area.

Mr. George Moses of 7904 Holly stated the Planning Commission's responsibility is to serve the community and not the company who wants to come in and build on this site. The residents are in fear that their peaceful community is going to be upended by this large property. He asks that the Planning Commission respect the residents.

Mr. Cameron of 817 Washington feels that tonight was a failure. The motions that were made did not address the issue of the three stories.

The call to the public was closed at 11:03 pm

10. Adjournment

Motion by Commissioner Petrak, s	econded by Commissioner Bryan, to adjourn the meeting at
11:03 pm. The motion carried un	animously.
William Bryan, Secretary	Patty Thomas, Recording Secretary



SUBJECT: RULES OF PROCEDURE TASK FORCE RECOMMENDATIONS FOR THE ETHICS ORDINANCE

ADMINISTRATIVE SUMMARY

City Council taskforce (Mayor Shawn Pipoly, Mayor Pro Tem Susan Gardner, and Councilmember Renee Pettengill) along with City staff reviewed the past Rules of Procedures and came back to City Council with a comprehensive and robust policy. The taskforce with City staff reviewed meeting procedures and ethics ordinances from local municipalities to craft working documents for City Council consideration that was initially discussed at the July 1, 2021 study session. In addition to the previously adopted Rules of Procedure, Foster Swift created the attached documents for consideration. These documents best encapsulated the needs and desires of the taskforce.

The public meeting procedures document summarizes public meeting procedures that all City officials are required to follow under state law, City Charter, and it establishes procedures to promote civil public meetings. This document, is for all boards and commissions as a handy tool that includes aspects of the Open Meetings Act, state law, and City Charter. Because this document goes hand in hand with the proposed ordinance, it will be considered for adoption during the meeting to consider the ordinance but is included for reference.

The Brighton ethics ordinances aims to formalize a level of understanding and expectation for staff and officials of the City of Brighton. This ordinance, if approved, would be added to the City of Brighton Ordnance.

RECOMMENDATION

Consider Approval of Resolution #2021-20 to Introduce First Reading and Set a Public Hearing of October 21, 2021 for Proposed Ordinance Number 598: Code of Ethics of the City of Brighton Code of Ordinances.

Prepared by:	Tara Brown, City Clerk
	City Attorney (Required for all agreements, ordinances, etc. ✓ Acceptable Form and Ready to Execute ✓ Other
Reviewed & Approved by:	Nate Geinzer, City Manager
Attachments:	City Council Procedures Brighton Ethic Ordinances

RESOLUTION NO.

RESOLUTION TO ADOPT CITY OF BRIGHTON PUBLIC MEETING PROCEDURES

At a meeting of the City Council of the City of Brighton, Livingston County, Michigan, held at the City Hall, 200 North First Street, Brighton, Michigan 48116, on the 16th day of September 2021, at 7:30 p.m.

PRESENT:		
ABSENT:		
The following	resolution was offered by	and supported by

WHEREAS, the City of Brighton ("City") is authorized by 1909 Public Act 279 and 1929 Public Act 126, as amended (now MCL 117.1 *et seq.*) and Section 7.2 of the City of Brighton City Charter to adopt resolutions on matters pertaining to internal affairs and concerns of the city government; and

WHEREAS, the City's standards and procedures for conducting regular and special public meetings constitute internal affairs and concerns of the city government; and

WHEREAS, the City has determined that it is in the best interest of the City and its residents to adopt a Resolution to Establish Public Meeting Procedures for the City.

NOW, **THEREFORE**, BE IT RESOLVED AS FOLLOWS:

- 1. The City Council hereby adopts City of Brighton Public Meeting Procedures, attached as **Exhibit A**.
- 2. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS:	
NAYS:	
THE RESOLUTION WAS DECL.	ARED ADOPTED.
STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)
Livingston County, Michigan, DO	ly qualified and acting City Clerk of the City of Brighton HEREBY CERTIFY that the foregoing is a true and complete by the City Council at a meeting held on the 16 th day of
	Tara Brown, City Clerk

EXHIBIT A

CITY OF BRIGHTON PUBLIC MEETING PROCEDURES

I. <u>Purpose</u>

This document summarizes certain public meeting procedures that the City Council and the City's boards and commissions are required to follow under state law and the City Charter, and it establishes additional procedures to promote civil, orderly public meetings. If anything in these Public Meeting Procedures conflicts with a provision of applicable law or the City Charter or City Code, then the applicable law, City Charter, or City Code provision controls.

II. <u>Public Meetings – General Requirements</u>

a. Open Meetings Act

All meetings of the City's Council, boards and commissions must comply with the Open Meetings Act, Act 267 of 1976, MCL 15.261 et seq ("OMA"). This includes, but is not limited to, the City Council, Planning Commission, Zoning Board of Appeals, Board of Review, Building Authority, and any committee that meets the definition of public body under the OMA. A quorum of the members of a public body must not hold a meeting except in compliance with the OMA.

b. Notices

The City must provide notice of all meetings of the City's boards and commissions in accordance with the OMA. Generally, City staff will prepare all required notices and arrange for posting or publishing the notices.

Special meetings¹ and rescheduled regular meetings of a public body require that public notice be posted at least 18 hours before the meeting in a prominent place at City Hall and on the City's website. The notice must state the date, time, and place of the meeting.

c. Minutes

Minutes required. The City Council and each board and commission of the City must keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. MCL 15.269(1). The minutes must include all roll call votes taken at the meeting. MCL 15.269(1).

Preparation of minutes. The City Clerk prepares the minutes of City Council meetings. For other boards and commissions, the secretary of the board or commission prepares the meeting minutes. Draft minutes must be prepared and available for public inspection within **8 business** days after the date of the meeting, as required by the OMA. MCL 15.269(3). The approved

¹ See Section III(B) of these Procedures for additional requirements for special meetings of the City Council.

minutes must be made available for public inspection within **5 business days** after the meeting at which the minutes are approved. MCL 15.269(3).

Correction of minutes. Meeting minutes may only be corrected at the next meeting after the meeting to which the minutes refer. MCL 125.269(1).

d. Closed Sessions

Permissible Purposes. The City Council and any board or commission of the City may enter into a closed session during the meeting for any of the following reasons under the OMA:

- (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.
- (b) [omitted]².
- (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j) [president of an institution of higher education].

(g) [omitted].

² This document omits permissible closed session purposes under the OMA that do not apply to cities.

- (h) To consider material exempt from discussion or disclosure by state or federal statute. [Note: this includes attorney-client privileged written legal opinions.]
- (i) [omitted].
- (j) [omitted].
- (k) [omitted].

MCL 15.268 (subsections b, g, and j-k omitted as inapplicable to cities).

Procedure. Entering closed session requires a 2/3 roll-call vote of all members elected or appointed and serving, except that closed sessions under subsections (a) and (c) require only a majority vote. The roll call vote and the purpose of the closed session must be included in the meeting minutes.

Separate Minutes. A separate set of minutes must be taken for the closed session. The closed session minutes are retained by the City Clerk (the clerk or secretary of any board or commission must ensure that sealed closed session minutes are sent to the City Clerk for retention), are not available to the public, and are to be disclosed only if required by a civil action filed under the OMA. The closed session minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

e. Public Comment

Under the OMA, a person must be permitted to address a meeting of a public body under rules established and recorded by the public body. MCL 15.263(5). The City of Brighton has adopted a "Policy for Public Comments at Meetings." The City will allow public comment at all City Council, board, and commission meetings pursuant to that policy.

III. <u>City Council Meetings</u>

a. Schedule Set by Resolution

Under Section 6.1 of the City Charter, the City Council must establish the time and place of its regular meetings by resolution and hold at least one regular meeting each month. A regular meeting must be held at 8:00 P.M. on the Monday after each regular City election.

b. Special Meetings of City Council

Calling Special Meeting; Notice to Council Members. Under Section 6.2 of the City Charter, the City Clerk must call a special meeting on the written request of the Mayor or any two members

of the Council. Each member of the Council must receive at least 24 hours' written notice, served personally or left at his or her usual place of residence. The special meeting may be held on less than 24 hours' notice to Council members if all members of the Council are present or have waived notice of the meeting in writing.

Public Notice. Under the OMA, all special meetings require that public notice be posted at least 18 hours before the meeting in a prominent place at City Hall and on the City's website. The notice must state the date, time, and place of the meeting.

Business at Special Meeting. Under Section 6.3 of the City Charter, no business may be transacted at any special meeting of the Council unless the business was stated in the meeting notice. However, any business that lawfully comes before a regular meeting may be transacted at a special meeting if all the members of the Council present consent and all the members absent file their written consent.

c. Agendas

Although agendas are not required under the OMA, the City's policy is to prepare agendas for City Council meetings. Agendas are prepared by City staff in consultation with the Mayor and/or Mayor Pro Tem and are considered for approval by the City Council at each meeting. Members of City Council may request that City staff include specific items on the agenda before the meeting and may move to add items to the agenda during the meeting.

Members of the public may request that an item be placed on the City Council agenda by contacting the City Clerk's office or any City Council member or by raising the item during Public Comment. The City Council has sole discretion to determine the content of each meeting agenda and is not obligated to add any item to the agenda.

d. Publication of Proceedings

In addition to the minutes required under the OMA, the City Council must publish the proceedings or a summary of the proceedings within 15 days after each meeting. (City Charter, Section 6.7.) Any summary must be prepared by the Clerk and approved by the Mayor, and it must show the substance of each separate proceeding of the Council.

e. Voting Procedures

Roll Call Required. Under Section 6.7 of the City Charter, a roll call vote is required on all ordinances and resolutions. The roll call must be recorded in the minutes unless the vote is unanimous, in which case the minutes may state that the vote was unanimous.

Order of Roll Call. In all roll call votes, the names of the members of the Council must be called in alphabetical order, and the name to be called first will be advanced one position alphabetically in each successive roll call vote.

Members Required to Vote. Each Council member in attendance must vote on each question before the Council unless (1) the Council member has a conflict of interest under the Ethics Ordinance, (2) the Council member has a financial interest in the question, other than the common public interest, or (3) the question concerns the Council member's conduct. A Council member who refuses to vote when required to vote is guilty of misconduct in office under Section 6.7 of the City Charter.

f. Quorum; Rescheduling of Meetings

A majority of Council members constitutes a quorum. A quorum is required to hold a meeting. If less than a quorum is present, the City will reschedule the meeting and provide the notice required under the OMA for a special meeting.

g. Conduct of Council Members

City Council members must conduct themselves in accordance with the City's Ethics Ordinance and are encouraged to act with civility toward fellow Council members, City staff, and members of the public.

h. Parliamentary Procedure

The City may rely on Robert's Rules of Order (Newly Revised) for guidance on parliamentary procedure, but the City is not required to strictly follow Robert's Rules of Order to govern all questions of conduct and procedure.

Approved by City Council: September 16, 2021

87162:00001:5729009-1

RESOLUTION NO.

RESOLUTION INTRODUCING ORDINANCE NO. ORDINANCE TO ADOPT CODE OF ETHICS FOR THE CITY OF BRIGHTON

At a meeting of the City Council of the City of Brighton, Livingston County, Michigan
held at the City Hall, 200 North First Street, Brighton, Michigan 48116, on the 16th day o
September 2021, at 7:30 p.m.
PRESENT:
ABSENT:
The following resolution was offered by and supported by
·
WHEREAS, the City of Brighton ("City") is authorized by 1909 Public Act 279 and
1929 Public Act 126, as amended (now MCL 117.1 et seq.) to adopt ordinances regulating the
public health, safety, and general welfare of persons and property; and
WHEREAS, the City has determined that a City Code of Ethics will benefit the public
and City by prescribing standards of conduct for the officers and employees of the City; and
WHEREAS, the City has determined that the public health, safety, and welfare will be
best served by adopting a Code of Ethics.
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:
1. The City Council hereby introduces Ordinance No, Ordinance to
Adopt Code of Ethics for the City of Brighton, attached hereto as Exhibit A .

The City Clerk shall cause notice of introduction of the Ordinance, a brief

description of the subject, and the contents of the proposed ordinance to be published in a

2.

newspaper of general circulation in the City at least one week before the meeting at which it is t	to
be adopted.	

repealed to the extent necessary to give this Resolution full force and effect.

3.

Any and all resolutions that are in conflict with this Resolution are hereby

YEAS:	
NAYS:	
THE RESOLUTION WAS DECLARED ADOPTI	ED.
STATE OF MICHIGAN) COUNTY OF LIVINGSTON)	
I, the undersigned, the duly qualified and Livingston County, Michigan, DO HEREBY CER copy of certain proceedings taken by the City C September 2021, at 7:30 p.m.	
	Tara Brown, City Clerk

EXHIBIT A

CITY OF BRIGHTON

ORDINANCE NO.	
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ORDINANCE TO ADOPT CODE OF ETHICS FOR THE CITY OF BRIGHTON

The City of Brighton ordains:

Section 1. The City amends the City Code to add Chapter 43, "Code of Ethics," which reads as follows:

ARTICLE I: TITLE, PURPOSE, AND DEFINITIONS

Section 43-1. Title.

This chapter shall be known and cited as the "City of Brighton Code of Ethics" or the "Code of Ethics."

Section 43–2. Purpose.

The purpose of the Code of Ethics is to prescribe standards of conduct for the officers and employees of the City of Brighton.

Section 43–3. Definitions.

- a. "Employee" means a person employed by the City, whether on a full-time or part-time basis.
- b. "Confidential information" means information obtained in the course of holding public office or employment that is not available to members of the public and which the official or employee is not authorized to disclose, except to designated individuals or bodies, including written and non-written information.
- c. "Conflict of interest" includes a matter pending before the City Council or any City board or committee in which:
 - i. a member of the Council, board, or committee has a direct pecuniary interest in the matter or in the outcome of the matter, if such interest would result in an incompatibility between the member's private interests and the member's fiduciary duties; or
 - ii. a person in the member's immediate family has a direct pecuniary interest in the matter or in the outcome of the matter, if such interest would result in an incompatibility between the member's private interests and the Member's fiduciary duties. "Immediate family" means a member's spouse, children, stepchildren,

grandchildren, parents, brothers, sisters, grandparents, parent's in-law, or any individual living in the member's household.

- d. "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.
- e. "Officer" or "Official" means a person who holds office by election or appointment within the City, regardless of whether the person is compensated for service in his or her official capacity.
- f. "Prohibited source" means any person or entity who:
 - i. is seeking official action by an officer, (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
 - ii. does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
 - iii. conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
 - iv. has interests that may be substantially affected by the performance or nonperformance of the official duties of the officer or employee.

ARTICLE II: STANDARDS OF CONDUCT

Section 43-4 Confidential Information.

Except as otherwise required by law or court order, an officer or employee shall not divulge to an unauthorized person confidential information acquired in the course of employment or in the course of holding office in advance of the time prescribed for its authorized release to the public.

State law reference: MCL 15.342(1).

Section 43-5. Personal Opinion.

An officer or employee shall not represent his or her personal opinion as that of the City.

State law reference: MCL 15.342(2).

Section 43-6. Use of City Property and Resources.

An officer or employee shall use personnel resources, property, and funds under the officer or employee's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.

State law reference: MCL 15.342(3).

Section 43-7. Gifts.

- a. **Gifts prohibited**. Except as permitted by this ordinance, no officer of employee of the City shall intentionally solicit or accept any gift from any prohibited source or any gift that is otherwise prohibited by law or ordinance.
- b. **Exceptions**. Subsection (a) is not applicable to the following:
 - i. Opportunities, benefits, and services that are available on the same conditions as for the general public.
 - ii. Anything for which the officer or employee pays the fair market value.
 - iii. Any contribution that is lawfully made under the Campaign Finance Laws of the State of Michigan.
 - iv. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of an individual's spouse and the individual's fiancé or fiancée.
 - v. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees.

- vi. Food or refreshments not exceeding \$50.00 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared, or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- vii. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- viii. Intra-governmental and inter-governmental gifts. For the purpose of this ordinance, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee of the City, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
- ix. Bequests, inheritances, and other transfers at death.
- x. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.
- xi. Any item or monetary gift that is donated to the City, held in the City's possession, and used by the City for any lawful public purpose.

State law reference: MCL 15.342(4).

Section 43-8. Business Transactions.

- a. An officer or employee shall not engage in a business transaction in which the officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the public officer or employee has obtained or may obtain by reason of that position or authority.
- b. Instruction which is not done during regularly scheduled working hours except for annual leave or vacation time shall not be considered a business transaction pursuant to this subsection if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with this state.

State law reference: MCL 15.342(5).

Section 43-9. Incompatibility.

Except as provided by Section 2a of Act 196 of 1973, MCL 15.341 *et seq.*, and other applicable law, an officer or employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer or employee's official duties or when that employment may tend to impair his or her independent judgment or action in the performance of official duties.

State law reference: MCL 15.342(6).

Section 43-10. Negotiation of Contracts.

All elective and appointed officers must comply with Section 5.13 of the City Charter, which provides as follows:

- (a) Except as permitted by this section 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. A "contract" shall for the purposes of this section include any arrangement or agreement pursuant to which any material, service or other thing of value is to be furnished to the city for a valuable consideration to be paid by the city or sold or transferred by the city, except the furnishing of personal services as an officer or employee of the city; and the term "member of his family" shall include spouse, children, and the spouse of any of them.
- (b) Without limiting the generality of paragraph (a) of this section, an officer shall be deemed to have a pecuniary interest in a contract if he or any member of his family is an employee, partner, officer, director or sales representative of the person, firm or corporation with which such contract is made or of a sales representative of such person, firm or corporation. Ownership, individually or in a fiduciary capacity, by an officer or member of his family of securities, or of any beneficial interest in securities, of any corporation with which a contract is made or which is a sales representative of any person, firm or corporation with which such contract is made, shall not be deemed to create a pecuniary interest in such contract unless the aggregate amount of such securities, or interest in such securities, so owned by such officer and the members of his family, shall exceed ten percent of any class of the securities of such corporation then outstanding.
- (c) A contract in which an officer or member of his family has a pecuniary interest may be made by the city if the members of the Council in office at the time having no such interest shall, by unanimous vote, determine that the best interests of the city will be served by the making of such contract and if such contract is made after comparative prices are obtained.
- (d) Any officer who knowingly permits the city to enter into any contract in which he has a pecuniary interest without disclosing such interest to the Council prior to the action of the Council in authorizing such contract, shall be guilty of misconduct in office. Except in the instances specified in paragraph (c) of this section, the unanimous determination (by vote or written instrument filed with the Clerk) of the Council that in a particular case an officer or

member of his family will not have a pecuniary interest in any contract or purchase to be entered into by the city shall be final and conclusive in the absence of fraud or misrepresentation.

(e) No officer shall stand as surety on any bond to the city or give any bail for any other person which may be required by the charter or any ordinance of the city. Any officer of the city who violates the provisions of this paragraph shall be guilty of misconduct in office. Any contracts between a public official or employee and the City must also comply with the Contracts of Public Servants with Public Entities Act, Act 317 of 1968, MCL 15.321 *et seq.*

State law reference: MCL 15.342(7). Charter reference: Section 5.13.

Section 43-11. Political and Campaign Activities.

Public officials and employees must comply with the Political Activities by Public Employees Act, MCL 15.401 *et seq.*, and the Michigan Campaign Finance Act, MCL 169.201 *et seq.*

ARTICLE III: CONFLICTS OF INTEREST

Section 43-12. Procedure.

- a. Before participating in a decision, hearing, or casting a vote on a matter on which a member may reasonably have a conflict of interest as identified in this Ordinance, the member must disclose the potential conflict of interest to the Council, board, or committee.
- b. The member who has disclosed a conflict of interest must disqualify himself or herself at the outset of the hearing or discussion and must not participate in the deliberations or decision. The member must not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting. The presence of the member at the meeting is not counted in determining the presence of a quorum for purposes of the vote on the matter presenting the conflict of interest. The member's ineligibility to vote will be reflected in the minutes of the meeting.
- c. If the member is an applicant submitting an application, contract, transaction or any other matter to the Council, board, or committee, the member may be present in the meeting room during discussion to make a presentation and answer questions.
- d. If a member plans not to attend a meeting at which he or she has reason to believe that the Council, board, or committee will act on a matter in which the member has a conflict of interest, the member must disclose to the chair of the meeting all facts material to the conflict of interest. The chair must report the disclosure at the meeting, and the disclosure will be reflected in the minutes of the meeting.

ARTICLE IV: VIOLATIONS

Section 43-13. Violations.

A person who violates this Ordinance is guilty of a misdemeanor, which is punishable by a fine of not more than \$500.00, imprisonment for not more than ninety (90) days, or both.

Section 43-14. Disciplinary Action.

Violation of this Ordinance constitutes malfeasance in office. In addition to any other penalty, whether criminal or civil, an employee or officer who intentionally violates this ordinance may be subject to disciplinary action including censure, reprimand, removal, dismissal, or discharge, to the extent permitted by law.

Section 43-15. Collective Bargaining Agreements.

Nothing in this Ordinance diminishes or impairs the rights of an officer or employee under any collective bargaining agreement. To the extent this Ordinance conflicts with a collective bargaining agreement in effect in the City, the collective bargaining agreement controls.

Section 43-16. State statutes.

State statutes cited in this ordinance contain criminal penalties and civil remedies that apply, as provided in those statutes, to the conduct regulated by those statutes.

ARTICLE V: ADMINISTRATIVE PROVISIONS

Section 43-17. Validity and Severability.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 43-18. Repeal of Prior Ordinance.

Any ordinances or parts of ordinances in conflict with this Ordinance are repealed, but only to the extent necessary to give this Ordinance full force and effect.

Section 43-19. Effective Date.

This ordinance becomes effective 15 days after adoption.

NOTICE OF PROPOSED ORDINANCE

ORDINANCE NO. ____ORDINANCE TO ADOPT CODE OF ETHICS FOR THE CITY OF BRIGHTON

To the residents and property owners of the City of Brighton, Livingston County, Michigan, and all other interested persons:

On September 16, 2021, the City of Brighton (the "City") introduced Ordinance No. _____, Ordinance to Adopt Code of Ethics for the City of Brighton. The following is a brief description of the subject and contents of the Ordinance:

The proposed Ordinance would amend the City of Brighton Code of Ordinances to add a new Chapter 43, which provides standards of conduct for the officers and employees of the City of Brighton. More specifically, the Ordinance would regulate employee and official communications regarding confidential information and opinions, use of City property and resources, the receipt of gifts, business transactions, compatibility of offices, negotiation of contracts, conflicts of interest, and penalties for violations thereof.

A copy of the proposed Ordinance is available for inspection at the City Hall, 200 North 1st Street, Brighton, MI 48116.

Tara Brown, City Clerk Brighton City Hall 200 North 1st Street Brighton, MI 48116



SUBJECT:

CONSIDER AWARDING PROPOSAL FROM ABSOLUTE SECURITY & INVESTIGATIONS FOR SECURITY CAMERAS AND ASSOCIATED EQUIPMENT AT CITY DPS BUILDINGS AND PARKING LOTS IN THE AMOUNT OF \$58,400.

BACKGROUND

• As security has become an issue for most industries, municipalities are no different. Having to adapt new safety and security measures is something that Staff has been working on for a while especially since Officer Jeremy Bell was asked to perform a security assessment of the Police Department in 2019. When he was finished he also performed security assessments of the City Hall, 53rd District Court and the Department of Public Services buildings, which included the Water and Wastewater Plants and the Public Works building. Through his assessment, Officer Bell determined that our DPS buildings had security weaknesses and would benefit from onsite surveillance cameras and recommended they be installed. DPS Staff had been hearing more about the need for tightened security through the municipal community and appreciated the assessment that he had provided.

ADMINISTRATIVE SUMMARY

- With the DPS being an integral part of providing services to our community, protecting the facilities and equipment is something that Staff is eager to proceed with. As one of the safety measures of Officer Bell's assessment, adding camera surveillance was one that he and Staff felt would be most beneficial. Currently, only the Public Works building has cameras and Staff feels that two more are warranted. While the fencing that surrounds the perimeter of the Public Works site helps, with the amount of daily and emergency equipment housed at the facility, not all inside, there are some areas that are accessible to the public after hours. While cameras will not necessarily stop someone from attempting to enter the complex, they will help in the collection of evidence and the potential prosecution if they should try.
- We have two isolated campuses that provide critical services, the water and wastewater plants. These plants are considered to be the most essential and expensive facilities that the City owns. Housing millions of dollars of equipment and needing to be able to operate 24-hours a day, the possibility of having a security issue, be it vandalism or worse, makes it necessary to be protected. Additionally, having the ability to know if something was tampered with before using it could save thousands of dollars in potential damage. Losing the ability to provide safe clean water and treat millions of gallons of wastewater would have a negative effect on not just the City and its residents, but the surrounding area, including the townships that depend on us for these same services. With both the water and wastewater treatment plants being located in rural areas and not having neighbors close enough to know if something questionable has happened, having security cameras at these facilities would be a great help.
- As Council may know, the Police Department has several cameras in use in the downtown area. These cameras
 are positioned in various locations including most City parking lots and the Pavilion. The goal is to eventually add
 coverage to every City parking lot in an effort to help maintain public safety wherever possible. Currently, the
 Hyne Street parking lot does not have video surveillance, but we are hoping to change that. While this would

help the Police Department in their goal of having video coverage of all City lots, it would also be a benefit to the DPS with coverage of the dumpster that is consistently being abused.

- At the September 2, 2021 Study Session, Council members learned of the struggles that the DPS is having with some downtown businesses in maintaining clean and safe dumpster enclosures. This behavior has been happening for a couple of years and Staff has been working hard to keep the enclosures clear of garbage and debris that has not made its way into the dumpsters. Unfortunately, this year the problem has escalated and while several attempts have been made to educate the businesses, there have been repeated occurrences of non-compliance. This is where the proposed camera at the Hyne Street parking lot would help the DPS. There is a dumpster enclosure in this parking lot that has become a problem with dumping material and not following guidelines for trash disposal. It has proven to be difficult to stop the offenders and with a properly positioned camera, we could help stop this behavior. Staff would like to have this camera installed to not only help the Police Department but limit the behavior previously mentioned.
- Along with the Hyne Street parking lot there is another area where DPS would like to add a camera. As mentioned earlier, there are cameras located at the Pavilion near Mill Pond Lane. While some of them are useful for watching the parking lot and the Imagination Station, the one that is close to the Pavilion dumpster enclosure does not offer a view that is needed to identify where the employee is coming from or the ability to look down Mill Pond Lane. Currently, when trash is not correctly disposed of, Staff has to dig through garbage bags to obtain information on where the material came from. This is a disgusting and time consuming process that can occur multiple times in one week. Adding a camera that could help Staff identify the abusers would not only help this process be cleaner, but would make it difficult for non-compliant businesses to argue when confronted with proof and issued a citation.
- When DPS Staff was considering additional cameras in the areas described above, we discussed some options with the Police Chief who recommended contacting the City's current professional service provider for surveillance equipment, Absolute Security & Investigations (AS&I). After a site visit to each location where Staff explained to them what we were trying to accomplish was done, they provided a proposal for our needs. As our current vendor, they have provided all the equipment that is in use today in the downtown area. Additionally, AS&I provided competitively bid State pricing through Motorola and offered an additional 5 percent savings above that. Below are locations, costs and funding information for the proposed cameras and equipment.

LOCATION	FUNDING	W/OUT	WITH INFERED RING	REQUESTED TOTAL	BUDGETED AMOUNT
DPW Office Building	General Fund CIP	\$4,979	\$4,979 (No Ring)	\$5,726	\$8,000
Pavilion Enclosure at City Hall	Police CIP	\$3,945	\$3,945 (No Ring)	\$11,590	\$15,000
Hyne Street Parking Lot		\$5,743	One-\$6,133		
Water Treatment Plant Wastewater Treatment	Utilities CIP	\$10,580	Two-\$11,360	\$41,082	\$45,000
Plant		\$22,804	Four-\$24,364		
TOTAL		\$48,051	\$50,781	\$58,400 (includes 15% contingency)	\$68,000

BUDGET INFORMATION

Funding has been approved in the Capital Improvements Plan through the current 2021/2022 fiscal year's budget for both DPS and the Police. While no unforeseen expenses are anticipated, Staff is recommending a 15% contingency be added to the approved amount.

RECOMMENDATION

Award proposal from Absolute Security & Investigations for Security Cameras and Associated Equipment at City DPS Buildings and Parking Lots in the amount of \$58,400.

Prepared by:	Marcel Goch, DPS Director
Reviewed by:	Robert Bradford, Police Chief
	Gretchen Gomolka, Finance Director (Required for all financial related agenda items) ☑ Within Budget ☐ Budget Amendment Necessary and in Proper Form ☐ Other
	City Attorney (Required for all agreements, ordinances, etc.)
Reviewed & Approved by:	Nate Geinzer, City Manager
Attachments:	Absolute Security & Investigations Proposal



314 WEST WALTON BLVD. PONTIAC, MICHIGAN 48340 FAX: (248) 334-3558

LOCAL: (248) 332-7777

INNOVATIVE LEADERS IN SECURITY SOLUTIONS

09, August 2021

City of Brighton DPS DPS Director Marcel Goch 420 South 3rd Street Brighton, MI 48116

RE: Camera's at DPW Building, Dumpster at City Hall, Waist Water Plant & Water Treatment at Challis Rd.

Dear Director Goch:

Per your direction and site visit, please find the following proposal for the supply and installation of camera additions and replacements at the following locations.

The scope of work for the DPW office building will be as follows:

- Provide & install one (1) Avigilon 4 Mega-Pixel H5A bullet camera at the NE corner of the office for view of entry door and parking lot.
- Provide & install one (1) Avigilon 12 Mega-Pixel 180° H4 multi-sensor pendent. replacing a Avigilon 12MP fisheye at current location NE side of the garage, view of parking area of East lot and building across.
- Provide & install one (1) Avigilon ACC7 Enterprise licenses.
- Provide programming to customer requirements
- Test for operation & train staff

The scope of work for the dumpster at City Hall will be as follows:

- Provide & install one (1) Avigilon 15 Mega-Pixel 270° H4 multi-sensor corner pendent, replacing a Avigilon 12MP fisheye at current location West side of the covered structure and relocte to the South corner of the covered structure, view of dumpsters, Mill Pond Ln.
- Provide programming to customer requirements
- Test for operation & train staff

The scope of work for the parking lot SW of W Main St. and Hyne St. will be as follows:

- Provide & install one (1) Avigilon 15 Mega-Pixel 270° H4 multi-sensor pendent pole mount, on light pole at South side of the parking lot, view of dumpster and parking lot.
- Provide & install two (2) Ubitquti 5GHz AC wireless bridge
- Provide & install one (1) Avigilon ACC7 Enterprise licenses
- Provide & install two (2) 5-port managed network switches
- Provide & install two (2) Fiber network converters
- Provide & install two (2) NEMA 10x8x6 vented with fan, heater & power connections.
- Provide programming to customer requirements
- Test for operation & train staff

The scope of work for the Water Treatment Plant on Hamburg Rd. will be as follows:

- Provide & install one (1) Avigilon 8Tb HD ES Appliance
- Provide & install one (1) Avigilon 24 Mega-Pixel 180° H4 multi-sensor pendent, NW side of the build ing, view out building, view entry ways, tanks and surrounding area
- Provide & install one (1) Avigilon 24 Mega-Pixel 180° H4 multi-sensor pendent corner mount, NE side of the building, view entry ways, driveways, tanks and surrounding area
- Provide & install conduit to exterior from two (2) camera locations on the building to office with headend equipment
- Provide & install one (1) Avigilon 32 Mega-Pixel 360° H4 multi-sensor pendent pole mount, SE light pole South of entry drive, entry ways, driveways, tanks and surrounding area
- Provide & install one (1) Avigilon 24 Mega-Pixel 270° H4 multi-sensor pendent pole mount, South of the building light pole, view entry ways, driveways, tanks and surrounding area
- Provide & install three (3) Ubitquti 5GHz AC wireless bridge
- Provide & install four (4) 5-port managed network switches
- Provide & install four (4) Avigilon ACC7 Enterprise licenses
- Provide & install four (4) NEMA 10x8x6 vented with fan, heater & power connections
- Provide analytic programming for alarm events identification
- Provide programming to customer requirements
- Test for operation & train staff

The scope of work for the Water Treatment Plant on Challis Rd. will be as follows:

- Provide & install one (1) Avigilon 8Tb HD ES Appliance
- Provide & install one (1) Avigilon 9 Mega-Pixel 270° H4 multi-sensor pendent, SW side of the building view of entry doors and front/back West side of the building
- Provide & install one (1) Avigilon 24 Mega-Pixel 180° H4 multi-sensor pendent pole mount, NE of the building light pole, view well head buildings, North side of garage and surrounding area
- Install one (1) Avigilon 12 Mega-Pixel H4 fisheye pendent removed from City Hall dumpster location, to SE side of building next to entry door
- Provide & install three (3) Avigilon ACC7 Enterprise licenses
- Provide analytic programming for alarm events identification
- Provide programming to customer requirements
- Test for operation & train staff

Maintenance Summary

Absolute Security & Investigations (and it's contracted installation firms) standard warranty is twelve (12) months on parts and three (3) months on labor for the hardware installation. The warranty will commence upon the earlier of customer acceptance or established beneficial use.

This proposal is based on the following exclusions and assumptions:

- ACC6 to ACC7 Software License key upgrade must be done before installation can begin
- Owner to provide suitable mounting surface for all control equipment
- Owner to provide 120 volts AC to light poles having cameras installed
- Owners existing computer network has availability for necessary static IP addresses and increased bandwidth activity. Problems or issues related to the network that delay the project will not be the responsibility of the contractor

continued:

- Owners will install a Cat6 cable to new pole location at Challis Rd. Water Treatment Plant while pole is being erected
- Owner to provide adequate video card for streaming video on any LAN/WAN computer
- Any/all required 110 VAC circuits, power protection devices (UPS and/or battery backups), phone/fire/ elevator system interface (includes fire drop out relays and/or permits), concrete coring, sleeving, cutting, painting, and/or patching are by others
- Owners fiber cables, fiber converters & power supplies are assumed to meet factory specifications and undamaged. If testing of the fiber is requested, Absolute Sales will dispatch a fiber technician & testing tools at an additional cost not inclusive of this proposal
- Day and night time picture quality for all cameras is subject to available and current ambient light in the viewing areas
- The cost for any permits if required, are not inclusive of this proposal and will be bill as additional
- Any changes to the scope with may be required by the local fire marshal and/or other AHJ are not inclusive of this proposal and will be bill as additional
- Work to be performed during normal business hours & no hindrances in gaining access to any of the necessary facilities, with prior planning and approval by client. No shift premium or overtime is included in this proposal

Per the listed scopes of work, bill of materials, assumptions and maintenance summary, cost for this project will be as follows:

- DPW Office Building \$4,979.00*
- Dumpster at City Hall \$3,945.00*
- Parking lot SW of W Main St. and Hyne St. \$5,743.00*

Wastewater

- Water Treatment Plant on Hamburg Rd. \$22,804.00*
- Water Treatment Plant on Challis Rd. \$10,580.00*

Optional item: In the event the lighting is inadequate from dusk till dawn, a IR (Infra-red) LED illuminator ring can be added to the muilti-sensor camera for a additional \$390.00 per multi-sensor.

•This ring illumintaes a 30 m (100ft.) circle around the camera, aiding in night time viewing.

Thanking you in advance for your anticipated cooperation.

Sincerely,

Thomas Kent

Vice President