



Brighton City Council Meeting

Contact Information: City Hall • 200 N First St. • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncity.org • info@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.

Regular Meeting
April 1, 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 March 18, 2021](#)
- b. [Award the Request for Proposals to Northern Pump and Well to Perform an Overhaul and Rebuild on High Service Pump #3 at the Challis Road Water Plant up to the Amount of \\$22,770](#)
- c. [Award of Municipal Parking Lot Storm Line Replacement Project to TLS Construction in an Amount Not to Exceed \\$25,000.](#)
- d. [Approval of the Purchase of 16 Barricades from The Tamis Corporation for \\$9,167.00, Including a Budget Amendment of \\$4,583.50 from the Police Millage Fund to the General Fund.](#)
- e. [Approval of Resolution #2021-06 to Recognize Stomp Out Sarcoma as a 501c3, Non Profit for the Purpose of Obtaining a Charitable Gaming License](#)

Correspondence

6. Call to the Public
7. Staff Updates
8. Updates from Councilmember Liaisons to Various Boards and Commissions

New Business

9. [Consider approval of Tetra Tech's proposal to perform Bidding and Construction Phase Engineering for the Rickett Road Phase 2 Street Rehabilitation and Utility Improvement Project in an amount not to exceed \\$235,000.](#)
10. [Consider Approval of the 2021 Civic Event Applications Received to Date](#)
11. Presentation of City Manager's Recommended Budget
12. [Consider Approval of the Annual City Council Budget Workshop Session Dates](#)

Other Business

13. Call to the Public
14. Adjournment



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON MARCH 18, 2021

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

Present were Mayor Pipoly (City of Brighton, MI) and Mayor Pro Tem Gardner (City of Brighton, MI), Councilmembers: Bohn (City of Brighton, MI), Emaus (City of Brighton, MI), Muzzin (City of Brighton, MI), Pettengill (City of Brighton, MI), and Tobbe (City of Brighton, MI). City Manager Nate Geinzer, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, DPS Director Marcel Goch, Human Resources Manager Michelle Miller, Management Assistant Henry Outlaw, Deputy Director of the DPW Corey Brooks, DPS Superintendent Daren Collins, DPS Compliance Officer Josh Bradley, Economic Development Coordinator Denise Murray, Assistant to the DPW Director Patty Thomas, and Police Chief Rob Bradford. There were twenty-five persons in the audience.

4. Consider Approval of the Agenda

Motion by Councilmember Muzzin, seconded by Mayor Pro Tem Gardner to approve the agenda as amended, moving items d and e from the Consent Agenda to New Business as items 10a and 10b respectively and to make a slight correction on the Regular Meeting minutes of March 4, 2021. **The motion carried without objection by roll call vote.**

5. Consider Approval of Consent Agenda Items

Motion by Councilmember Muzzin, seconded by Councilmember Pettengill to approve the consent agenda as amended. **The motion carried without objection by roll call vote.**

Consent Agenda Items

- a. Approval of Minutes: Study Session of March 4, 2021
- b. Approval of Minutes: Regular Session of March 4, 2021
- c. Approval of Poverty Exemption, Resolution #2021-04
- d. ~~Approval of Complete Streets Policy, Resolution #2021-05 (moved to New Business)~~
- e. ~~Motion of Approval to Apply to the Transportation Alternatives Program (TAP) Grant for the Main Street Streetscape Project (moved to New Business)~~

Correspondence

6. Redistricting Presentation

Commissioner MC Rothorn provided an overview and shared a PowerPoint presentation on the Independent Citizens Redistricting Commission.

7. Introduction of Dr. Matthew Outlaw, Brighton Areas Schools Superintendent

Dr. Outlaw provided an introduction as the new Superintendent of Brighton Area Schools.

8. Call to the Public

Jordan Genso spoke regarding the County Reapportionment Commission that is conducted every ten years.

9. Staff Updates

Chief Bradford reported St. Patrick Day celebrations in the City were without incident and the police department is still conducting its investigation on the robbery at TCF Bank, no arrests have been made yet.

Director Goch noted upcoming bid openings for a high service pump and a parking lot storm line. A pre-bid meeting for the Northwest Neighborhoods will be conducted mid-April. The project is expected to start in May.

Director Gomolka noted the City is expected to receive \$750,000 from the American Rescue Plan in federal aid.

Community Development Manager reported rental inspections will resume at the end of April, all MDHHS precautions will be taken.

Human Resources Manager Miller stated the City is currently hiring part-time seasonal help in the DPS.

10. Updates from Councilmember Liaisons to Various Boards and Commissions

Councilmember Pettengill asked Mr. Outlaw if the Small Town, Big Hearts campaign was launched this week. Mr. Outlaw relayed that the Brighton Area Schools has begun an initiative to help small businesses in Brighton. The Small Town, Big Hearts Patronicity platform has been opened to aid in these efforts and will be live April 6, 2021.

Mayor Pro Tem Gardner met with the Brighton Arts and Culture Commission who voted to dissolve the commission and create the Community Enrichment Commission, however discussions will be ongoing. Also the Garden Club has reached out to the BACC to begin discussions on the gnome program. More information to come.

Councilmember Muzzin stated the Brighton Area Fire Authority met on February 11, 2021 where the annual report was presented. The Authority also obtained new legal counsel.

Mayor Pipoly noted the DDA met on March 16, 2021.

New Business

10a. Approval of Complete Streets Policy, Resolution #2021-05

Motion by Councilmember Muzzin, seconded by Mayor Pro Tem Gardner to approve the Complete Streets Policy, resolution #2021-05. **The motion carried by roll call vote, with Councilmember Tobbe voting no.**

10b. Motion of Approval to Apply to the Transportation Alternatives Program (TAP) Grant for the Main Street Streetscape Project

Motion by Councilmember Emaus, seconded by Mayor Pro Tem Gardner to approve to apply to the Transportation Alternative Program (TAP) Grant for the Main Street Streetscape Project. **The motion carried by roll call vote, with Councilmember Tobbe voting no.**

11. Discussion and Possible Action Regarding the Initiation of a City Council Investigation per City Charter, Section 6.8. Investigations

Motion by Councilmember Bohn, seconded by Councilmember Muzzin for City Council to direct City labor counsel to conduct an investigation on behalf of City Council as authorized by City Charter to investigate a situation between City Manager and former City Attorney. **The motion carried by roll call vote, with Mayor Pipoly voting no.**

12. Discussion on Strategy of Sub-Committee for Obtaining Legal Representation

No action taken, a brief update was given by those on the committee.

13. Discussion and Possible Action on Covid19 Vaccination Assistance for Vulnerable and At-Risk City of Brighton Residents

Motion by Councilmember Bohn, seconded by Pettengill to direct City staff to reach out to the Livingston County Health Department to see what if anything the City would need to do to assist residents that are still looking for the COVID-19 vaccine and sign up including potentially sending out a mailer at the City's expense to our elderly

residents with information about the vaccine and then also offering the City's Community Center as a potential vaccination site. **The motion failed, with Councilmembers Bohn, Emaus, Gardner, Muzzin, Pettengill, and Pipoly voting no.**

Motion by Councilmember Bohn, seconded by Councilmember Pettengill to direct City staff to reach out to the Livingston County Health Department for information that could be used in preparing a mailer that would go out to our senior citizens in the City providing resource and contact information for signing up for the vaccine. **The motion carried by roll call vote, with Councilmember Muzzin voting no.**

14. Discussion and Possible Action Regarding Communications Received from City Attorney dated March 4, 2021

Motion by Councilmember Emaus, seconded by Councilmember Bohn to require Paul Burns to continue to represent us in the cases until the courts have granted his appropriate withdrawal under the rules of professional conduct both in the MTT and the 53rd District Court cases. **The motion carried by roll call vote, with Councilmembers Muzzin and Tobbe voting no.**

Other Business

15. Call to the Public

Mayor Pipoly opened the Call to the Public at 10:27 p.m. Hearing and seeing no comment, the Call to the Public was closed.

16. Adjournment

Motion by Councilmember Tobbe, seconded by Councilmember Muzzin to adjourn the meeting at 10:28 p.m. **The motion carried without objection by roll call vote.**

Tara Brown, City Clerk

Shawn Pipoly, Mayor



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL APRIL 1, 2021

SUBJECT: CONSIDER AWARDING THE REQUEST FOR PROPOSALS TO NORTHERN PUMP AND WELL TO PERFORM AN OVERHAUL AND REBUILD ON HIGH SERVICE PUMP #3 AT THE CHALLIS ROAD WATER PLANT UP TO THE AMOUNT OF \$22,770.

BACKGROUND

- Currently at the Challis Road Water Plant, there are three high service pumps used to pump water through the distribution system. These pumps help maintain positive pressure in the system and provide the water required to meet the daily demand of our customers. While annual maintenance and inspections have been performed, a gradual decrease in pumping efficiency has occurred over the years. High Service Pump #3 is generating a 30% decrease in pumping efficiency as originally designed. Decreased efficiency in pumping rates increases energy consumption for pumping, which in turn increases water production costs. This is the first of three pumps that are scheduled for maintenance in the CIP over the next three years.

ADMINISTRATIVE SUMMARY

- A Request for Proposals (RFP) was published on the Michigan Intergovernmental Trade Network (MITN) website on Friday, February 19, 2021 using the bidding documents previously approved by the City Attorney. Twenty-two vendors obtained documents with two submitting proposals. Sealed bids were opened on Wednesday, March 10, 2021. See below:

Vendor	Pump Rebuild Cost	Pump Replacement Cost
Northern Pump and Well	\$16,352	\$22,770 (If new bowl assembly is needed)
Midwest Power Systems	\$45,000	\$55,000

- Northern Pump and Well has been a trusted partner with the City of Brighton for more than ten years. Annually, they have performed all inspections and maintenance for the water department's high service pumps, well pumps, and booster pumps. Their experience and knowledge of our water system gave them the insight to submit a competitive bid for this pump rebuild project. Pump refurbishment is an industry standard when repairing water and wastewater equipment, and is often more cost effective than purchasing new when this type of maintenance is needed.
- Following is the scope of work that will be provided:



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL APRIL 1, 2021

Scope of Work

- Remove and replace motor and pump assembly.
 - Perform amperage and voltage test on motor to determine if motor needs to be replaced or rebuilt.
 - Completely disassemble and inspect the pump to identify which components need to be repaired or replaced.
 - Perform the necessary repairs and replacements to conform to or exceed original manufacturer's specification.
 - Paint surfaces to conform to or exceed original manufacturer's specifications, reassemble pump, and prepare for installation
 - Reinstall pump and perform a pump flow test
 - Test the amperage and volts of the motor. Provide a warranty on material workmanship for a minimum one year.
- City Council approved \$17,000 in the 2020-21 Utilities Fund Budget for the rebuild of High Service Pump #3. This amount will allow for the overhaul/rebuild of a Layne/Bowler 100 HP High Service Pump unless a new bowl assembly is needed. In that event, the additional \$6,418 will be paid for by funds from the Utilities Fund operating budget that are currently available in the contractual services account.

RECOMMENDATION

Staff recommends awarding the Request for Proposals to Northern Pump and Well to perform an overhaul and rebuild on High Service Pump #3 at the Challis Road Water Plant up to the amount of \$22,770, \$17,000 of which is budgeted. The additional \$6,418 if needed will be paid out of surplus in the Utilities Fund operating budget.

Prepared by: Corey Brooks, Deputy DPS Director
Josh Bradley, Regulatory Compliance Superintendent

Reviewed by: Marcel Goch, DPS Director

Approved by: Gretchen Gomolka, Finance Director



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

SUBJECT: CONSIDER AWARD OF MUNICIPAL PARKING LOT STORM LINE REPLACEMENT PROJECT TO TLS CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$25,000.

BACKGROUND

During the summer of 2019, DPS Staff was researching a shoreline restoration project for the Millpond on the north side of the Municipal parking lot between City Hall and the County Courthouse. While on site, they discovered that the end section of the 18” Storm drain line that runs from Cedar Street to the Mill Pond was in very poor condition. Upon further investigation, they learned that sinkholes were forming in the parking lot along the storm line’s path due to the deterioration of the Corrugated Metal Pipe (CMP) it is made of. In addition, the existing storm structure that the CMP runs through was also failing. Staff was able to determine that approximately 70 feet of the storm line in question was constructed of CMP, but the remainder of the storm line was made of Reinforced Concrete Pipe (RCP). Once the RCP portion was verified to be in good condition, only the CMP was designated for replacement.

ADMINISTRATIVE SUMMARY

On March 2, 2021, the DPS published a Request for Proposal (RFP) using language previously approved by the City Attorney. The project was advertised in the Livingston County Daily newspaper with the scope of work to include the removal and replacement of the deteriorated CMP portion of the storm line and failing storm structure. A public bid opening was held on March 16, 2021 with the City receiving the four proposals seen below.

Municipal Parking Lot Storm Line Replacement Quote Analysis						
No.	BIDDER	AMOUNT				
		Storm Line Structure Remove & Replace	18" Concrete Reinforced Pipe (lineal foot)	Remove & Replace Asphalt (square foot)	Remove & Replace Concrete Curb (lineal foot)	6A Round Stone
1	Kensington Valley Excavating	\$22,716.00	\$97.00	\$21.00	\$112.00	\$68.00
2	TLS Construction	\$21,629.51	\$80.00	\$19.10	\$117.00	\$71.35
3	Joe Raica	\$43,325.00	\$150.00	\$15.00	\$100.00	\$50.00
4	Bob Myers Excavating	\$38,300.00	\$150.00	\$21.50	\$89.75	\$35.00



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

As seen above, TLS Construction was the low bidder with Kensington Valley Excavating a close second. While comparing each submittal, TLS Construction had a lower lump sum price with the unit pricing for additional work being comparable to Kensington Valley Excavating. In addition, staff found both contractors to have favorable references.

BUDGET INFORMATION

City Council approved \$50,000 for this project in the 2020-21 Capital Improvement Fund Budget. Staff does not believe the total cost will be higher than the base bid of \$21,629.51; however, we would like to request approval for up to \$25,000 for unforeseen problems if they arise.

RECOMMENDATION

Approval of Municipal Parking Lot Storm Line Replacement Project to TLS Construction in an amount not to exceed \$25,000.

Prepared by: Daren Collins, DPW Superintendent

Reviewed by: Marcel Goch, DPS Director

Approved by: Gretchen Gomolka, Finance Director



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

SUBJECT: APPROVAL OF THE PURCHASE OF 16 BARRICADES FROM THE TAMIS CORPORATION FOR \$9,167, INCLUDING A BUDGET AMENDMENT OF \$4,583.50 FROM THE POLICE MILLAGE FUNDS TO THE GENERAL FUND.

BACKGROUND

City Council may recall at their January 7, 2021 meeting, staff advised that the water-fillable blue barricades that are used when a road closure is required due to a Civic Event, have reached their useful life as most of them are leaking. The deterioration of these barricades was caused by them being out in the summer sun and being used so frequently over the past three years, including every weekend for four months in 2020 because the Farmers Market held on Main Street.

ADMINISTRATIVE SUMMARY

In preparation for the 2021 Civic Event Season, staff is proposing to purchase replacement barricades. Staff researched barricades that had a thicker wall and were UV resistant so these barricades would hold up better and have a longer useful life than the current barricades. In contacting four different companies, we found that there was only one who offered barricades that would meet these criteria, and that was the Tamis Company. Please see the attached quote.

Additionally, the City received a new Civic Event application for Weekends on West, which would require West Street to be closed from Main to the north side of the entrance to the North Street parking lot every Friday and Saturday from May through September. If this event is approved by City Council, additional barricades will need to be purchased so there are enough barricades to accommodate this weekly event and other events that are held throughout the season requiring Main Street to be closed on the weekend.

We currently have 14 barricades that need replacing and with the addition of the Weekends on West Civic Event application, we would require another 2, for a total of 16. The total cost of these would be \$9,167, which includes shipping charges.

BUDGET INFORMATION

While this specific purchase was not budgeted for this fiscal year, there is enough funding in the Machine & Equipment Replace account in the DPW operating budget to fund 50 percent of this purchase. Staff is requesting that City Council approve a budget amendment from the Police Millage Fund to the General Fund to cover the cost of the remaining \$4,583.50. There is more than sufficient fund balance to accommodate this amendment.



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

RECOMMENDATION

Approval of the purchase of 16 barricades from The Tamis Corporation for \$9,167.00, including a budget amendment of \$4,583.50 from the Police Millage Fund to the General Fund.

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

Reviewed by: Rob Bradford, Police Chief
Daren Collins, DPW Superintendent

Approved by: Gretchen Gomolka, Finance Director

Attachment: The Tamis Company Quote



10700 Frankstown Road, Suite 105
 Pittsburgh, PA 15235-3052
 Phone: (412) 241-7161 . (800) 448-2647
 Fax: (412) 241-3004 . (800) 722-5281
 Email: Danielle.Walter@Tamismail.com

PROPOSAL

Proposal No: 00124345
 Proposal Date: 3/25/2021

THE TAMIS CORPORATION

Customer: 00251195 City of Brighton-Police Department Phone: 810-277-2700 x
 Contact: 00308465 Patty Thomas Phone: 517-285-5413 x

Bill To: ShipTo:
 City of Brighton-Police Department City of Brighton-Police Department
 440 S 3rd Street Patty Thomas/517-285-5413 x
 Brighton, MI 48116 440 S 3rd Street
 Brighton, MI 48116

Ship Date Ship Via Rep Terms Tax Exempt ID
 Best Way DMW AMEX VISA MC

Qty	Item	Description	Price	Extended
16	JR-238	PLASTIC JERSEY BARRIER - BLUE. 42"H x 72"L x 24"W. LOW IMPACT, UV-RESISTANT POLYETHYLENE. 170 LBS ***List Price: \$710.00	530.00	8,480.00

ALL PROPOSALS EXCLUDE STATE SALES TAX, TAXES WILL BE ADDED TO ALL INVOICES AT TIME OF PURCHASE FOR ALL ORDERS SHIPPING TO: CA, CO, FL, GA, IL, IN, LA, MA, MD, MI, NC, NJ, NV, NY, OH, OK, PA, TN, TX, VA, WA, WI, WV. FORWARD TAX CERTIFICATES PRIOR TO FINALIZATION OF SALE

Sales Total	\$8,480.00
Shipping & Handling	\$687.00
Total \$	9,167.00

THANK YOU,
 DANIELLE WALTER
 412-436-1108

Prices valid for 6 days and for this quantity only.

All orders under \$500.00 must be paid by credit card, or prepaid by either a check or wire transfer. Established entities can submit a credit application; this may delay your order by as much as 21 days.

TO PLACE YOUR ORDER, PLEASE SELECT A PAYMENT METHOD (CHECK ONE) :

- We are an established customer. Please use this credit card:
 Please invoice me on PO# _____. The Card (check one) Visa AMEX Mastercard
 invoice will be paid in accordance with your payment terms of NET Card # _____
 25. Expiration Date: _____ Security Code: _____
 Fax your PO to 1-800-722-5281 or mail to the above address. Cardholder Name: _____
 Enclosed is check payable to Signature: _____
 "Tamis Corporation". Date: _____



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
APRIL 1, 2021

SUBJECT: APPROVAL OF THE RESOLUTION RECOGNIZING STOMP OUT SARCOMA AS A NON-PROFIT ORGANIZATION FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE

ADMINISTRATIVE SUMMARY

- Stomp Out Sarcoma is a recognized 501(c)3 organization operating in the City of Brighton.
- Stomp Out Sarcoma's intention is to support its charitable cause by raising funds through a raffle event.
- Stomp Out Sarcoma would like to hold the raffle event on July 25, 2021.

RECOMMENDATION

It is recommended that City Council approve of the resolution recognizing Stomp Out Sarcoma as a non-profit organization in the community for the purpose of obtaining a Charitable Gaming License.

Prepared by: Tara Brown, City Clerk

Reviewed &

Approved by: Gretchen Gomolka, Finance Director

Attachments: 1. Request from Stomp Out Sarcoma
2. IRS Letter Recognizing Exemption Under Section 501(c) 3 of the IRC
3. Resolution #2021-06



Dear Council Members,

Stomp Out Sarcoma would like to hold one raffle event located at Hudson Mills Metro park on July 25, 2021.

Enclosed is a letter from the IRS stating that Stomp Out Sarcoma has been a 501(c)3 organization since March 2, 2018 and our articles of incorporation. Also included is a Local Governing Body Resolution for Charitable Gaming Licenses from the State of Michigan. We kindly request that you fill this out so that our organization may apply for a raffle license.

Thank you for your consideration.

Best,

Stomp Out Sarcoma

Rachael Privett & Anne Maxwell

Directors

Stomp Out Sarcoma is a 501(c)3 non-profit organization

702 Walnut St.

Brighton, MI

48116

810-599-6147

stompoutsarcomamichigan@gmail.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 05 2019

STOMP OUT SARCOMA
702 WALNUT ST
BRIGHTON, MI 48116-0000

Employer Identification Number:
82-4470603
DLN:
26053436017079
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 2, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

STOMP OUT SARCOMA

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

RECEIVED

03

MAR 02 2017

\$70 rec'd
cepas:18022039205384

CORPORATIONS DIVISION

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

STOMP OUT SARCOMA

FILED

MAR 02 2018

ADMINISTRATOR
CORPORATIONS DIVISION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of the corporation is exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the internal revenue code, or the corresponding section of any future federal tax code and herein stated as follows:

Stomp Out Sarcoma is a non-profit corporation and charitable organization that aims to connect and empower those affected by Sarcoma, spread awareness, provide support, and raise funds to further scientific research to treat and cure this disease. The character and essence of the corporation is the same as the purpose. The corporation shall have a perpetual existence.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

Donations and Fundraisers

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: RACHAEL PRIVETT
2. Street Address: 702 WALNUT ST
Apt/Suite/Other:
City: BRIGHTON
State: MI Zip Code: 48116
3. Registered Office Mailing Address:
P.O. Box or Street Address: 702 WALNUT ST
Apt/Suite/Other:

City: BRIGHTON
State: MI

Zip Code: 48116

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
ANNE MAXWELL	913 MAIN ST FENTON, MI 48430 USA
MASON DEPOUW	913 MAIN ST. FENTON, MI 48430 USA
RACHAEL PRIVETT	702 WALNUT ST BRIGHTON, MI 48116 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI - INDEMNIFICATION

THE CORPORATION DOES INDEMNIFY ANY DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS, AND MEMBERS OF THE CORPORATION FROM ANY LIABILITY REGARDING THE CORPORATION AND THE AFFAIRS OF THE CORPORATION, UNLESS THE PERSON FRAUDULENTLY AND INTENTIONALLY VIOLATED THE LAW AND/OR MALICIOUSLY CONDUCTED ACTS TO DAMAGE AND/OR DEFRAUD THE CORPORATION, OR AS OTHERWISE PROVIDED UNDER APPLICABLE STATUTE.

ARTICLE VII - EARNINGS AND PROHIBITED ACTIVITIES

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THIS CORPORATION SHALL NOT, EXCEPT TO AN INSUBSTANTIAL DEGREE, ENGAGE IN ANY ACTIVITIES OR EXERCISE ANY POWERS THAT ARE NOT IN FURTHERANCE OF THE PURPOSES OF THIS CORPORATION.

ARTICLE VIII - DISTRIBUTIONS UPON DISSOLUTION

UPON THE DISSOLUTION OF THE CORPORATION, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL THE LEGAL LIABILITIES OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

Signed this 20th Day of February, 2018 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Anne Maxwell	Incorporator	
Rachael Privett	Incorporator	
Mason DePouw	Incorporator	

selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the Brighton City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Stomp Out Sarcoma of Brighton,
NAME OF ORGANIZATION CITY

county of Livingston, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____.
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

SUBJECT: CONSIDER APPROVAL OF TETRA TECH PROPOSAL TO PERFORM BIDDING AND CONSTRUCTION PHASE ENGINEERING FOR THE RICKETT ROAD PHASE 2 STREET REHABILITATION AND UTILITY IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$235,000.

BACKGROUND

- As Council may recall, design engineering services for the complete Rickett Road Rehabilitation Project were approved at the March 21, 2019 Meeting. This work was divided into two phases; Phase 1 was from Grand River south to the CSX railroad tracks, which included the short piece of Church Street from Grand River to its intersection at Rickett. Phase 2 consists of the area from the CSX Railroad tracks by Sisu Knoll south to the southern City limit past Oak Ridge Drive. At the time, Phase 1 was being planned for construction in late summer of 2019 with no set date of construction for Phase 2. The design work was included for both phases with the intention of saving costs by having both completed at the same time. If in the future funding became available for the second phase of construction, the City could move forward with fewer time constraints on design engineering.
- While Phase 1 was let with the short piece of Rickett Road from Church Street to Grand River as an alternate, enough funds were not available to add that portion to the Phase 1 contract; therefore, it was removed. It was decided that when Phase 2 was to be rehabilitated, this short piece would be added to that project.

ADMINISTRATIVE SUMMARY

- As staff reviewed funding possibilities, it became apparent that Phase 2 of Rickett Road could be added to the list of upcoming projects so construction was planned for the spring of 2021. At that time in 2020, staff applied for a State grant with hopes of receiving additional funds for the project. While we did not know if we would receive it, the intent was to move forward with Phase 2 of Rickett Road regardless. As a result, final design engineering moved forward that included road rehabilitation, replacement of a sanitary force main, extension of a gravity sanitary sewer and a water main extension. This phase also included the aforementioned area of Rickett Road that had to be eliminated from Phase 1.
- The original project schedule was estimated to begin construction in the early part of May 2021. As progress moved forward, the City was informed that we had received the State grant for \$375,000. While the additional funds would be beneficial, funding for the project would not be available for construction until 2022, meaning that the project would have to wait until next year. At that time focus was taken off getting Rickett Road Phase 2 ready for bidding with the expectation the City would wait until next year to get the project let.
- While staff was happy to receive the funds for the project, with the list of scheduled projects for 2022, the preference was to have Rickett Road Phase 2 done this year. With that in mind, staff reached out to the State to see if it was possible to receive the funds for this year as our original application for the grant indicated, we wanted the funding for the 2021 construction season. After holding conversations with the State, they decided that because of our prior application date request, they could make funding available for this year, but we would have to re-submit the application under a direct grant status. This meant that staff would have to perform



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

additional steps for the process to move forward. These steps would involve bringing a resolution to Council but not until the City has fulfilled all additional application requirements from the State. Because of the change to direct grant status, the original project start date may not be in May but June. Even with a later starting date, the City will proceed with the letting and bidding phase of the project but will wait on bringing the recommendation of award until the State requirements have been met.

- With design engineering being complete, Tetra Tech has prepared a proposal to provide bidding and construction engineering services. Below are some of the functions that will be performed through their proposal.
 - Advertise the project in the Michigan Infrastructure and Transportation Association (MITA) and to contractor plan houses.
 - Provide bidder services including pre-qualifying contractors, attend a pre-bid meeting for any contract plans needing clarification, attend bid opening, recommend a qualified contractor and execute contractors, etc.
 - Carry out all grant management requirements as dictated by the MDOT.
 - Act as owner's representative during the length of the project.
 - Prepare and attend pre-construction and progress meetings.
 - Provide site Inspection services.
 - Work with owner and contractor to interpret and clarify contract documents.
 - Prepare and verify payment applications from contractor.
 - Test backfill materials, aggregate base and Hot Mixed Asphalt (HMA).
 - Prepare applications for payment.
 - Provide finished record drawings of completed project.
- Bidding and Construction engineering cost for this project is \$235,000. The Utilities Fund will be funding \$76,300 with the remaining \$158,700 being paid by the Streets Millage funds from the Local Streets Fund.

RECOMMENDATION

Approval of Tetra Tech's proposal to perform Bidding and Construction Phase Engineering for the Rickett Road Phase 2 Street Rehabilitation and Utility Improvement Project in an amount not to exceed \$235,000.

Prepared by: Marcel Goch, DPS Director

Approved by: Gretchen Gomolka, Finance Director

Attachments: Tetra Tech Professional Services Proposal



March 22, 2021

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

**Re: South Rickett Road - Road and Utility Improvements
Construction Phase Professional Services Proposal**

Dear Mr. Geinzer:

Tetra Tech is pleased to provide the City with the following proposal for professional engineering services for the construction phase of Rickett Road from the CSX railroad to the southern city limits. The design of the road and utility improvements is essentially complete with minor revision to the plans and specifications to address City reviews and internal quality checks. The utility work includes the replacement of approximately 2,600 feet of 8-inch sanitary sewer force main under Rickett Road from Pump Station 4 to Sisu Knoll Drive. The road improvements include HMA road reconstruction, removal of the existing boulevard, and curb and gutter repairs.

Tetra Tech proposes the following scope of services to assist the City in the bidding and construction phases of the project:

SCOPE OF WORK

Bidding Phase

- Place advertisements for bids in the MITA system and distribute bidding documents to contractors and plan houses.
- Assist City in placing advertisement for bids in the Livingston Argus.
- As part of the Contractor Prequalification process, review the Contractor's Qualification Statement, complete the Contractor Prequalification Score Sheet and Prequalification Reference Check Sheet, and provide to the City a list of recommended prequalified Contractors.
- Attend the pre-bid meeting, address questions raised by bidders, and prepare necessary addenda to the bidding documents.
- Attend the bid opening and write a letter of recommendation for awarding the contracts.
- Present the project bids and recommendation for proceeding to construction to the City Council for action.
- Assist City in executing the contracts and issuing a Notice to Proceed to the Contractor(s).

Construction Phase Engineering

- Act as Owner's representative during the construction of the improvements.

- Organize and attend a preconstruction meeting with the Contractor and Owner to discuss the project schedule, budget, and execution of the work.
- Provide survey layout of proposed sanitary sewer and street improvements inclusive of staking the centerline at 50-foot increments. Grades for the street and utility work are provided on the construction plans for the contractor's use during construction.
- Provide GPS survey of structures in roadway prior to and post-paving for concrete collar coring.
- Make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress of the executed work of Contractor. The goal of such visits shall be to secure completion of the work in accordance with the Contract Documents and to keep Owner informed of the progress of the work. RPR services will be provided on a full-time basis. Our proposal anticipates fourteen (14) weeks of full-time (50 hours per week) of RPR services. The duties and responsibilities of the RPR are included in the attachment to this proposal.
- Engage a subconsultant to perform trench backfill compaction testing, aggregate base compaction testing, and HMA testing. For this project, Tetra Tech is estimating \$45,000 for materials testing services performed by an independent geotechnical subconsultant.
- Review or take other appropriate action with respect to shop drawings, samples, the results of tests and inspections, and other data which the Contractor is required to submit, for conformance with the design concept of the Project. Discuss with Owner submittals that are critical to the progress of the work for approval of recommendations and material used for the construction.
- Consult with Owner and Contractor for necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders, as required; interpret the requirements of the project and assess the performance of the work.
- Prepare payment applications and recommendations to Contractor. Our experienced team will prepare the required documents in Field Manager software, in accordance with funding requirements of this project.
- Attend and coordinate any testing procedures performed by the Contractor.
- Conduct walk-through visits with City staff to place in operation the new sewer. It is anticipated up to twelve (12) visits will be made throughout the duration of the project.
- Determine substantial completion - Perform an on-site review to determine if the work is substantially complete in accordance with the Contract Documents for the purposes of issuing a certificate of substantial completion.
- Upon notification from Contractor that the entire Work is complete, Engineer will make a final inspection with Owner and Contractor to determine if the work has been completed in accordance with the Contract Documents, so that upon review of Contractor application for final payment, Engineer may recommend, in writing, final payment to the Contractor and may give written notice to Owner and the Contractor that the work is acceptable.
- Prepare for Owner record drawings showing those changes made during the construction process, based on the marked-up prints, drawings, tracings, and other data furnished by Contractor and Engineer.

PROJECT SCHEDULE

Tetra Tech anticipates the following schedule for the project:

Phase	Completion Dates
Bidding	Late spring, May 2021
Construction	July – November 15, 2021

Tetra Tech will work with the City, as needed, to revise the proposed schedule to meet the requirements for this project.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates plus in-house reimbursable expenses. We propose the following not-to-exceed budgets for the above-mentioned scope of work. As requested, the budget for construction phase engineering has been split based on anticipated funding categories. The cost split between road and utility is approximately 63% and 37%, respectively for this project.

Project Component	Road Funding	Utility Funding	Total Budget
Tetra Tech Bidding Phase	\$4,400	\$2,600	\$7,000
Tetra Tech Construction Phase	\$112,500	\$66,000	\$178,500
Testing Subconsultant	\$41,800	\$7,700	\$49,500
Total	\$158,700	\$76,300	\$235,000

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Tetra Tech Standard Terms and Conditions.

We appreciate the opportunity to assist the City in this important project. If you have any questions regarding this proposal, please call.

Sincerely,



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



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

Attachment: Duties and Responsibilities of RPR
Tetra Tech Standard Terms and Conditions

Proposal Accepted by City of Brighton:

By: _____

Title: _____

Date: _____

EXHIBIT A

**TETRA TECH
LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

- A. General
- B. Duties and Responsibilities of RPR
 - 1. Schedules
 - 2. Conferences and Meetings
 - 3. Liaison
 - 4. Shop Drawings and Samples
 - 5. Review of Work, Rejection of Defective Work, Inspections and Tests
 - 6. Interpretation of Contract Documents
 - 7. Modifications
 - 8. Records
 - 9. Reports
 - 10. Payment Requests
 - 11. Certifications, Operation and Maintenance Manuals
 - 12. Completion
 - 13. Owner's Equipment
 - 14. Site Maintenance
 - 15. Pre-Construction
 - 16. Measuring
- C. Limitations of Authority

EXHIBIT A

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR as ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules

- a. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- b. Preview work to assure proper workflow and to communicate to the construction engineer with a presumption of a problem.

2. Conferences and Meetings

Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conference and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison

- a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- c. Provide prompt answers to questions arising from parties involved in construction--OWNER, CONTRACTOR, and Residents.

4. Shop Drawings and Samples

- a. Record date of receipt of Shop Drawings and samples.

EXHIBIT A

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
 - d. Review the shop drawings approved by ENGINEER for constructability.
 - e. Inspect equipment delivered to site to assure the equipment matches shop drawings. Take nametag data.
5. Review of Work, Rejection of Defective Work, Inspections and Tests
- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
 - e. Testing. Oversee and direct the ENGINEER'S subcontractors - testing and sampling.
6. Interpretation of Contract Documents
Report to ENGINEER when clarification and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarification and interpretations as issued by ENGINEER.
7. Modifications
Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the jobsite orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project-related documents. Obtain from CONTRACTORS and furnish

EXHIBIT A

ENGINEER a complete record of all project changes and maintain a mark-up set of tracings and drawings of all such changes for submittal to ENGINEER on request.

- b. Keep a diary or log book, recording CONTRACTOR hours on the jobsite, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
 - d. Maintain conforming to construction record drawings and submit to RE Project Manager as work progresses in accordance with Conforming to Construction Record Drawings Guidelines.
 - e. Record changes in project documents for conformance to construction record drawings.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Draft proposed Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests
- Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Operation and Maintenance Manuals
- During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.
12. Completion
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

EXHIBIT A

- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
 - d. Provide prompt punch list data for the CONTRACTOR to complete the project in a timely manner
13. Owner's Equipment
Make sure OWNER'S equipment is stored properly.
14. Site Maintenance
Review construction site daily with CONTRACTOR'S representative as described in supplemental specifications.
15. Pre-Construction
- a. Review contract documents and construction site.
 - b. Set up project records.
16. Measuring
Measure for conformance to construction records and for pay item quantities.

C. Limitations of Authority

Resident Project Representative

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent or perform any of the work of the above.
- 4. Shall not advise on, issue direction relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- 6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

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

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

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

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

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a

representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

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

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

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

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

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

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

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

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

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

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

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

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

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

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

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

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

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

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

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

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

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



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

SUBJECT: CONSIDER APPROVAL OF THE 2021 CIVIC EVENT APPLICATIONS RECEIVED TO DATE

ADMINISTRATIVE SUMMARY

- Staff sent out the Civic Event Policy and Application to all previous permit holders in February of 2021, advising that they were due by March 1, 2021. Shortly before the due date, staff advised applications whose events typically serve alcohol that City Council was considering approving Social Districting, which could change the format of some of these events (i.e. allowing the public to consume alcohol throughout their event if they are located with the Social District). We extended these due dates until the end of March, anticipating the decision on Social Districts would be made before that time.
- In mid-March, staff determined that the Social Districts discussion would not be before City Council until some time in April or May so staff again contacted those applicants and advised them to submit their applications without the Social District option, noting that if the issue were approved later, they would be able to revise their application, if they desired.
- Applicants were also advised that at their January 7, 2021 meeting, City Council voted to postpone the implementation of the Civic Events reimbursement scheduled until 2022.
- The City Event Committee reviewed the applications that were received by the March 1 deadline in order to follow the original schedule and timeline for the Civic Event application process.
- Twenty applications were received and reviewed by the Committee.
- There are two new events being proposed for the 2021 Season.
 - Bountiful Harvest has submitted an application for “Bark in the Park”. It is a fundraiser for their organization that has now starting providing pet food to their members. The event will consist of a dog parade from their building on Grand River, down North Street, to Washington, then to the high school football field, and back up Main to the AMP. They are asking to close Main Street for vendors. They will also be utilizing the AMP for different types of dog contests. Additionally, they are planning a Bloody Mary bar. Since this is a new event, with alcohol and dogs, the Committee will work closely with them in the coming months on the planning of the event.
 - The Pound! Bar & Grill has requested an event called Weekends on West, which will occur every weekend from Friday afternoon until Saturday night at 11:00 pm from May 7 through September 25. This event would allow them to close West Street from Main to the North Street Parking lot so they could put out tables and chairs, serve food and alcohol, and have live music. Additionally, the Committee thought it important to let City Council know that if the Weekends on West event is approved, all events requiring Main Street closures will need to start at Grand River due to traffic flows, regardless if the event is located in this area.
- Any outstanding items (such as insurance requirements, signatures needed, route maps, event details, etc.) that are required for each event will be obtained prior to the start of the event.



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

April 1, 2021

- Pre-event meetings will be held with applicants who are requesting new events; for multi-day, large scope events; as well as all parades.
- City Council may recall that last year, the Optimists Club Fishing Derby was slated to be the first “Zero Waste” event being held in the City of Brighton and the Chamber of Commerce’s Environmental Council would be assisting the Optimists in working towards this goal. Since the event was not held last year, we will be doing it this year. If this event is successful, the Environmental Council will work towards implementing this for other events.
- The Civic Event Committee has reviewed the applications and is recommending approval of all applications submitted to date; however, all applicants will be advised that they will need to adhere to all Federal, State and Local orders regarding participant limitations, social distancing, mask wearing, etc. Applicants will be advised that if their event is anticipated to draw more people than the current participant limits, they will not be able to hold their event.

RECOMMENDATION

Staff recommends approval of the 20 Civic Event Applications for the 2021 season received to date, conditioned upon the applicants providing any required outstanding information or documentation as deemed necessary by the Civic Event Committee, and subject to all Federal, State and Local orders regarding participant limitations, social distancing, mask wearing, etc.

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

Reviewed by: Henry Outlaw, Asst. to the City Manager

Approved by: Gretchen Gomolka, Finance Director

Attachment: Approved Event List

**APPROVAL FOR
2021 City of Brighton Civic Events
4/1/2021**

Event Title	Date(s)	Applicant	Address	PD	DPW	BAFA	Finance
Farmers Market	Saturdays – May 2 through October 31; 8 am to 1 pm	Greater Brighton Are Chamber of	218 E. Grand River Brighton MI 48116	✓	✓	✓	✓
Weekends on West	Friday & Saturday; May 7-September 25; 5pm-11:30pm ^{10pm}	The Pound Bar & Grill	139 W Main Street Brighton MI 48116	✓	✓	✓	✓
Memorial Day Parade	Monday, May 31; 10 am to 11 am	VFW Post 4357	10590 Grand River Brighton MI 48116	✓	✓	✓	N/A
Turn Up The AMP!	Wednesdays, June 9, July 14, August 11 & September 8; 5:30pm – 9pm	2 Stones Events	524 Victoria Square Brighton MI 48116	✓	✓	✓	N/A
Livingston County Concert Band	Tuesdays, June 29 and July 6; 6:30pm – 8:30pm	Livingston County Concert Band	PO Box 774 Howell MI 48844	✓	✓	✓	N/A
Optimists Club Fishing Derby	Saturday, June 12; 8am – 12Noon	Optimist Club	5513 Arbor Bay Court Brighton MI 48116	✓	✓	✓	N/A
11 th Annual Hungry Duck Run	Sunday, July 4; 6 am to 9:30 am	Livingston Sunshine Rotary	PO Box 1916 Brighton MI 48116	✓	✓	✓	N/A
July 4 Parade	Sunday, July 4; 10:00 am to 12Noon	Brighton Area Fire Authority	615 W Grand River, Brighton MI 48116	✓	✓	✓	N/A
Independence Day Duck Race	Sunday, July 4; 10:30am to 12Noon	Livingston Sunshine Rotary	PO Box 1916 Brighton MI 48116	✓	✓	✓	N/A
Kiwanis Concert & Car Show at the AMP	Sundays, July 11 through August 29; 5pm –9pm	Kiwanis Club of Brighton	PO Box 414 Brighton MI 48116	✓	✓	✓	N/A
Terrific Tuesday Book Reading & Crafts	Tuesdays, July 13 through August 24; 10:30 am–11:30 am	Kiwanis Club of Brighton	PO Box 414 Brighton MI 48116	✓	✓	✓	N/A
Fund A Life 5K	Saturday, July 17; 6am-11am	Fund A Life	PO Box 406 Brighton MI 48116	✓	✓	✓	N/A
Bark in the Park	Saturday, July 24; 12Noon-6pm	Bountiful Harvest	290 E. Grand River Avenue Brighton MI 48116	✓	✓	✓	N/A
BAFA 9/11 Memorial 5K Run/Walk	Saturday, September 11; 8 am to 11 am	Brighton Area Fire Authority	615 W Grand River, Brighton MI 48116	✓	✓	✓	N/A
LACASA Glow Gathering	Friday, October 1; 6:30pm-8pm	LACASA	2895 W. Grand River Avenue Howell MI 48843	✓	✓	✓	N/A
Brighton Walk to End Alzheimer's	Saturday, October 2; 7am to 1:00pm	Alzheimer's Association	5165 Lomg Road Howell MI 48843	✓	✓	✓	N/A
Fund A Life Drive to Survive	Saturday, October 9; 11am-12:30pm	Fund A Life	PO Box 406 Brighton MI 48116	✓	✓	✓	N/A
BHS Homecoming Parade	Friday, October 15; 5 pm – 7 pm	Brighton High School	7878 Brighton Rd Brighton MI 48116	✓	✓	✓	N/A
Veterans Day Parade	Saturday, November 6; 11 am – 12Noon	Brighton VFW Post 4357	10590 Grand River Brighton MI 48116	✓	✓	✓	N/A
Holiday Glow	Saturday, November 20; pm – 7pm	Greater Brighton Are Chamber of	218 E. Grand River Brighton MI 48116	✓	✓	✓	N/A

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City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
APRIL 1, 2021

SUBJECT: CONSIDER SETTING BUDGET WORKSHOP DATES

ADMINISTRATIVE SUMMARY

- Proposed Budget Workshop Dates were sent out and the majority of City Council are available:
 - April 13th @ 6:30 PM
 - April 14th @ 6:30 PM
 - April 15th @ 6:30 PM (Part of the Regularly Scheduled Study Session)
 - April 22th @ 6:30 PM

RECOMMENDATION

Set Budget Workshop Dates.

Prepared by : Tara Brown

Approved by: Gretchen Gomolka, Finance Director