



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 July 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: [Study Session of June 17, 2021](#)
- b. Approval of Minutes: [Regular Session of June 17, 2021](#)
- c. Approval of Minutes: Closed Session of June 17, 2021
- d. [Authorization to Enter into Service and License Agreement with Pivot Point](#)
- e. [Approval to Issue a Purchase Order to Graphic Sciences, Inc. for Continued Scanning Services Under a State Bid in an Amount Not to Exceed \\$25,000](#)
- f. [Approval of the Crop Hunger Walk Civic Event Application](#)
- g. [Appointment to Various Boards and Commissions](#)

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 Resolution #2021-15 to Adopt a Social District, or Other Staff Direction](#)
10. Consider Staff Direction on Anticipated Robertson Brothers Donation

Other Business

11. Call to the Public
12. Adjournment



City Council Study Session

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116
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This meeting was conducted electronically.

MINUTES OF THE STUDY SESSION OF THE BRIGHTON CITY COUNCIL HELD ON JUNE 17, 2021

1. Call to Order

Mayor Pipoly called the study session to order at 6:30 p.m.

2. Roll Call

Present were Mayor Pipoly (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).

Mayor Pro Tem Gardner was absent from the study session.

Staff Present: City Manager Nate Geinzer, City Clerk Tara Brown, Finance Director Gretchen Gomolka, Community Development Manager Mike Caruso, Assistant to the City Manager Henry Outlaw, Assistant to the DPS Director Patty Thomas, Chief Rob Bradford, and Attorney Sarah Gabis. There were four persons in the audience.

3. Consider Approval of the Agenda

Motion by Councilmember Emaus, seconded by Councilmember Pettengill to approved the agenda as presented. **The motion carried without objection by roll call vote.**

4. Call to the Public

Mayor Pipoly opened the Call to the Public at 6:31 p.m. Hearing and seeing no comment, Mayor Pipoly closed the Call to the Public.

5. Discussion of Return to In-Person Meeting

Council and staff discussed options regarding returning to in-person meetings. It was the consensus of City Council to continue with electronic meetings until the chambers renovation is completed. The local state of emergency will remain in place.

6. Discussion of City Attorney Attendance at Meetings

City Council discussed the merits of General City Attorneys continued attendance at meetings. It was the consensus of City Council to continue to have the City Attorneys attend City Council meetings.

7. Call to the Public

Mayor Pipoly opened the Call to the Public at 6:57 p.m. Hearing and seeing no comment, Mayor Pipoly closed the Call to the Public.

8. Adjournment

Motion by Councilmember Tobbe, seconded by Councilmember Muzzin to adjourn the meeting at 7:17 p.m. **The motion carried without objection by roll call vote.**

Tara Brown, City Clerk

Shawn Pipoly, Mayor



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON JUNE 3, 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 the Pledge of Allegiance

3. Roll Call

Present were Mayor Pipoly (City of Brighton, MI) and Mayor Pro Tem Gardner (Traverse City, 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).

Staff Present: City Manager Nate Geinzer, City Clerk Tara Brown, Finance Director Gretchen Gomolka, Public Services Director Marcel Goch, Community Development Manager Mike Caruso, Human Resources Manager Michelle Miller, Assistant to the DPS Director Patty Thomas, Assistant to the City Manager Henry Outlaw, Deputy DPS Director Corey Brooks, Chief Rob Bradford, Attorney Sarah Gabis, and Attorney Mike Homier. There were nine persons in the audience.

There was a moment of silence in memory of former Brighton Area Fire Authority Deputy Chief Charles Bidwell and to acknowledge his long career in public service.

4. Consider Approval of the Agenda

Motion by Councilmember Emaus, seconded by Councilmember Tobbe to approve the agenda as amended, adding item 12a. **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 Emaus 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 June 3, 2021
- b. Approval of Minutes: Regular Session of June 3, 2021
- c. Approval of Tetra Tech Engineering Services Retainer Agreement for Engineering Services from July 1, 2021 through June 30, 2022 in the Amount of \$13,920, pending City Attorney Review
- d. Award of Bid for the 2021 Parking Lot Maintenance to T&M Asphalt in the Amount of \$12,950, with a 15% Contingency, for a Total Cost Not to Exceed \$14,892.50
- e. Approval of an Amendment to the PUD Contract Agreement with Robertson, Brighton Square, LLC

Correspondence

6. Call to the Public

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

Susan Bakhaus spoke regarding the decorative street lights.

Dan Huth introduced himself to City Council as a candidate on the August 3, 2021 ballot for City Council.

Mayor Pipoly closed the Call to the Public at 7:39 p.m.

7. Staff Updates

Chief Bradford stated the speaker at Lindbom has been removed; however, the alarm will still signal law enforcement.

Director Goch provided an update on the Northwest Neighborhood project with a progress map. The request for proposals for the Fairway Cemetery road project has been issued, the bid was given more time due to the Fourth of July holiday.

Clerk Brown indicated that absentee voters should be receiving their requested ballots during the week of June 21, 2021.

Manager Geinzer noted that he attended the memorial for Deputy Chief Bidwell at Station 31. The ARPA act funds will be dispersed in two tranches of approximately \$800,000 each; however, he noted that some strategic procrastination should be exercised when spending these funds as the parameters for spending the funds needs to be more clearly defined by the State.

8. Updates from Councilmember Liaisons to Various Boards and Commissions

Councilmember Muzzin noted the Brighton Area Fire Authority met on June 10, 2021. Mr. Muzzin also stated Deputy Fire Chief Bidwell was a great servant to his community and was honored with a wonderful memorial. Employees of BAFA will receive a COVID-19 bonus.

Councilmember Pettengill and the ZBA met to hear a single variance on property located at 720 Walnut, which was denied. There is a new addition at the Imagination Station by Girl Scout Troop 40227. The troop installed a free food pantry. The girl scouts hope their pantry motto of "take what you need, give what you can," will inspire those who visit the area. The girl scouts also created a Facebook page titled Imagination Station Free Food Pantry to keep people posted and to showcase the hard work and planning involved with the pantry.

Mayor Pro Tem Gardner and the Brighton Arts and Culture Commission met and regretfully accepted the resignation of Whitney Stone from the commission. BACC voted Brenda Ochodnicki as chair. The commission discussed several art installations throughout the City as well as bike racks for the new Downtown Streetscape project. Ms. Gardner also thanked Kate Lawrence for her vast career in public service.

Mayor Pipoly and the Downtown Development Authority met and was given an update by Giffles Webster for ideas for improvement around the Millpond and a Market Analysis by Gibbs Planning Group.

New Business

9. Approval of the Purchase of Six Black Decorative Streetlights from KE Electric in the Amount of \$41,297.55

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to approve of the purchase of six black decorative streetlights from KE Electric in the amount of \$41,297.55. **The motion carried without objection by roll call vote.**

10. Consider Award of Bid for the 2021 Municipal Parking Lot Reconstruction Project to ASI, Inc. for the \$44,900 with a 15% Contingency for a Total not to Exceed \$51,635

Motion by Mayor Pro Tem Gardner, seconded by Councilmember Pettengill to award the bid for the 2021 municipal parking lot reconstruction project to ASI, Inc. for the \$44,900 with a 15% contingency for a total not to exceed \$51,635. **The motion carried without objection by roll call vote.**

Other Business

11. Call to the Public

Mayor Pipoly opened the Call to the Public at 8:10 p.m.

Susan Bakhaus spoke regarding a recent Brighton Arts and Culture Commission.

Mayor Pipoly closed the Call to the Public at 8:12 p.m.

12. Consider Entering into Closed Session to Receive Written Attorney-Client Privileged Communications Pursuant to MCL 15.268(h)

Motion by Councilmember Pettengill, seconded by Councilmember Emaus to enter into closed session to receive written-client privileged communication pursuant to MCL 15.268(h) at 8:13 p.m. **The motion carried without objection by roll call vote**

Motion by Councilmember Muzzin, seconded by Councilmember Pettengill to come out of closed session at 9:16 p.m. **The motion carried without objection by roll call vote.**

12a. Consider Possible Action from Closed Session

Motion by Councilmember Muzzin, seconded by Councilmember Emaus to direct City Attorney as discussed in closed session. **The motion carried without objection by roll call vote.**

13. Adjournment

Motion by Councilmember Emaus, seconded by Councilmember Pettengill to adjourn the meeting at 9:21 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

July 1, 2021

SUBJECT: AUTHORIZATION TO ENTER INTO SERVICE AND LICENSE AGREEMENT WITH PIVOT POINT

BACKGROUND

- Annually the assessing department performs field work on approximately 20% of the parcels in the City. This field work consists of measuring the buildings, taking updated pictures, and interviewing owners. The purpose of this is to capture and changes or ensure accuracy in the assessing records.
- When going into the field, staff prints record cards and valuation statements for each parcel and sort them in address order for ease of use when out in the field. This process and carrying them can become quite burdensome.
- After a day spent in the field, the assessing office then spends a day in the office inputting the data obtained during field work, including uploading picture, updating sketches and updating the record card.

ADMINISTRATIVE SUMMARY

- Pivot Point is a software provider with a proprietary field work application that syncs with our assessing software, BS&A, and allows the assessing staff to update the records while in the field and eliminate the need for printing and carrying record cards.
- Pivot Point allows staff to create fieldwork assignments in the office and download them to a tablet. The tablet is used in the field to take photos, update sketches and other records. That data is then reviewed in the office and uploaded back into our system.
- This application is widely used in the assessing industry including our neighboring communities of Genoa Township, Brighton Township, City of Howell and Green Oak, among others. The reviews have been fantastic and enthusiastic.
- The following review from the Assessor in Gaines Township best encapsulates the benefits of this software:

“The Pivot Point Field App has been an absolute game-changer for me! Prior to using the Field App, for every day spent in the field, I would spend a full day in the office prepping record cards and importing photos (this doesn’t include time spent on sketches and valuation). I no longer print record cards and haul them around with me. My photos import seamlessly to the correct record in BS&A so nothing gets lost. One of my favorite features of the app is the ability to generate a work order in the field. We almost always come across something we didn’t plan for when we head out for a day in the field. The mapping abilities are also something I rely heavily on. It is very time consuming to map out your field work in a logical driving order from your desk. The App sorts my cards in order and since it works so well, I rarely deviate from that order.

This App is everything it promises to be and more. The import and export process is simple. The hardware required is inexpensive and the improved efficiency and accuracy is worth every penny. I will never go back to using paper and pencil for field work.

The customer service and technical support from Pivot Point has been nothing less than exceptional. The App is constantly updating to include useful features and address the needs of a wide variety of users. Every issue I have

had has been promptly addressed. I have not lost any work time or data since I started using the App and if I'm honest, I fully expected there to be some issues."

- Pivot point has provided a quote that waives the \$412.80 set up fee (attached). The term of the service is 12 months at a cost of \$1,444.80 for 4,128 parcels. The fee is \$0.35 per parcel and would change insignificantly for any parcel splits or combinations. The contract auto renews every 12 months unless terminated by the City with 30 days' notice.
- The City's IT director has priced out the cost of a compatible tablet and stylus for a total cost of \$979.96 (attached). This will be a one-time purchases and will be used for many years. The tablet comes with a cellular plan that is \$35.99 per month or \$431.88 annually.

BUDGET INFORMATION

- This software and tablet was not originally planned for in the budget; however, funds are available through savings in the Finance Department, which will be used to cover the cost for this first year and the annual costs will be built into future budgets. This investment will also offer operational efficiencies by improving workflow processes.

RECOMMENDATION

Authorize the Finance Director to purchase recommended tablet, stylus, and service plan and to execute the license agreement with Pivot Point for a fee of \$1,444.80 for 12 months, with an auto renew every 12 months.

Prepared by: Gretchen Gomolka, Finance Director

Reviewed by: Gretchen Gomolka, Finance Director (Required for all financial related agenda items)

- ☐ Within Budget
- ☐ Budget Amendment Necessary and In Proper Form
- ☒ Other – Savings available in the Finance Department

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

- ☒ Acceptable Form and Ready to Execute
- ☐ Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager

Attached:

1. Pivot Point License Agreement
2. Pivot Point Quote
3. Verizon Tablet Quote
4. Pivot Point Filed App Flyer



PIVOT POINT PARTNERS LLC

SERVICE AND LICENSE AGREEMENT

This Service and License Agreement (“Agreement”) is made as of the effective date specified in this Agreement by and between Pivot Point Partners LLC (“Pivot Point”), an Ohio limited liability company, having a principal place of business at 4235 Scioto Parkway, Powell, Ohio 43065 and **City of Brighton MI** (“Client”). Collectively, Pivot Point and Client shall be known as the Parties.

Subject to the definitions, terms, conditions and provisions referred to herein, the Parties mutually agree as follows:

1. **Term.** This Agreement shall commence on _____ (the “Effective Date”) and shall be for a period of twelve (12) consecutive months. This Agreement will automatically renew at the end of the twelve (12) month period, unless otherwise terminated as set forth in Sections 4 or 9, below.

2. **Scope of Services.** Pivot Point shall provide to Client the services listed in (1) Pivot Point’s Quote dated **5-21-2021**, and any amendments or modifications thereto; and (2) the Scope of Services, attached hereto and incorporated herein by reference. “Services” refers to Pivot Point’s Field App Suite, including the Field App Mobile Application, the Field App Administrative Portal and other supporting services to be provided by Pivot Point under this Agreement and its attachments.

3. **License.** As fully described in the Licensing Agreement, attached hereto and incorporated herein, it is the intention of the parties that Client shall receive a non-exclusive, non-transferrable license to use the Services and Client shall be the primary beneficiary of such Services.

4. **Termination.** Either party may terminate the Agreement upon thirty (30) days advance written notice to the other party. Pivot Point’s obligation to provide Services shall automatically cease upon such termination. If Client unilaterally terminates the Agreement, all fees paid by Client are non-refundable. If Pivot Point terminates this Agreement, it agrees to refund to Client any applicable portion of the annual fee as reasonably determined by Pivot Point, less a reasonable charge for Client’s use of the Services prior to such termination.

5. **Payment.** Client agrees to pay Pivot Point all fees as specified in Pivot Point’s Quote, as amended or modified and attached hereto. Payment will be due on the 30th calendar day after receipt of an invoice from Pivot Point to Client. Interest on late payments shall be the lesser of the maximum amount permitted by law or 2% per month.



6. Taxes. All amounts payable by Client are exclusive of any and all federal, state or local taxes which may be levied or imposed, now or in the future, with regard to the Services. Client shall remain liable for all such taxes even after all other payments have been made by Client, and Client agrees that, upon written demand by Pivot Point, it shall promptly pay or reimburse Pivot Point for any such taxes. Client is responsible for providing to Pivot Point any applicable exemption certificates.

7. Non-appropriation of Funds (Government Entities only). If Client is a governmental entity as defined by its applicable state law and Client's funds are contingent upon the availability of lawful appropriations by its legislative authority, the Services under this Agreement that are affected by a lack of funding shall terminate if Client's legislative authority fails at any time to continue funding for the payments or obligations due hereunder. Client will have no further obligation to make any payments and will be released from its obligations on the date funding expires; however, all fees that have been paid will not be refunded to Client.

8. Default. Client shall be in default if Client fails to abide by its obligations under the Agreement, including the prompt payment of any invoice for Services. Pivot Point shall be in default if Pivot Point fails to substantially provide the Services or otherwise abide by its obligations under the Agreement, and such failure continues for a period of thirty (30) days following written notice thereof from Client to Pivot Point.

9. Remedies. If either party is in default, the non-defaulting party may, in addition to any other remedies available to it under the Agreement, at law or in equity, do one or more of the following: (a) terminate the Agreement; or (b) suspend some or all performance until such time as the defaulting party cures said default. Notwithstanding the foregoing, any remedies available to Client shall be subject to the provisions and limitations set forth in the Licensing Agreement, attached hereto and incorporated herein.

10. Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

(a) Governmental Entities. If Client is a governmental entity, the applicable laws of Client's jurisdiction govern this Agreement.

(b) Non-governmental Entities. All questions concerning the validity, meaning or enforcement of the Agreement, and all questions relating to the performance thereunder or hereunder, shall be judged and resolved in accordance with the laws of the State of Ohio.

11. Forum Selection. Unless Client is a governmental entity, the parties agree that, except for any restriction with regard to subject matter jurisdiction, any state or federal court located in Franklin County, Ohio, shall have jurisdiction to hear and decide any case or controversy between Pivot Point and Client, and each party agrees not to bring any action, whether legal or equitable, against the other party, except in a state or federal court located in Franklin County, Ohio. Both parties consent to service of process from said courts, in accordance with the rules thereof, and waive any objections regarding inconvenient forum, venue or personal jurisdiction.



12. Jury Waiver. Pivot Point and Client waive all rights to trial by jury with regard to any and all issues that are so triable.

13. Entire Agreement. The Agreement, and all applicable attachments listed below, constitutes the full and complete understanding and agreement between Pivot Point and Client and supersedes all prior negotiations, understandings, and agreements pertaining to the subject matter of this Agreement.

14. Representations. Client represents and warrants to Pivot Point that: (a) the person executing this Agreement has the authority to do so as an authorized representative of Client; and (b) Client will be bound and abide by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Pivot Point and Client have agreed to and have executed this Service and License Agreement to be effective as of the Effective Date set forth above.

CLIENT:

(Print Name of Client)

By: _____
(Signature)

(Print Name of Signatory)

(Title of Signatory)

PIVOT POINT:

Pivot Point Partners LLC

By: 
(Signature)

Brian Kienle
(Print Name of Signatory)

Partner
(Title of Signatory)

Attachments

- Scope of Services
- Licensing Agreement
- Pivot Point Quote(s) (as amended or modified)
- Pivot Point Product Description



Scope of Services **(MICHIGAN)**

I. **Client Name:** **City of Brighton MI**

Business Unit: **Assessor's Office**

II. **Scope:**

The goal of this collaboration is to provide a mobile application to assist Client and its business unit with appraisal field work. Presently, a majority of the field work is completed with pen and paper methods and there is a significant delay in getting updated sketches, images, and attribute changes from field personnel back into the Computer-Assisted Mass Appraisal (“CAMA”) system. After implementing Pivot Point’s Field App Suite, Client will gain efficiencies in organizing the field work, completing the field work, and getting updated information back into CAMA for use. Images will be georeferenced and will prove to be a valuable asset through mapping and GIS technologies already being used.

**See attached “Field App Product Description” for additional details on application functionality*

III. **Services to be Provided by Pivot Point:**

Provide BS&A Interface

Pivot Point has developed a custom interface for Client that is compatible with BS&A CAMA system for use in the State of Michigan. This interface will allow Client to easily import parcel information from the BS&A’s CAMA system for use in our Field App Suite. Pivot Point’s Field App Suite also includes export functionality to allow pictures, marked up sketches, and parcel attribute edits (the “Work”) created with the Field App into XML. Client will be responsible to ensure the Work can be imported back into BS&A’s CAMA system.

Deploy Field App Solution to Client

Pivot Point will work with Client to deploy our Field App for Client’s internal business purposes only, including tax assessment and property appraisals. The Field App Mobile Application works on iOS, Android, and Windows devices with unlimited seats made available as outlined in our Licensing Agreement.

IV. **Additions, Limitations and Clarifications:**

Data, software, and hardware requirements:

A. **Data:**



1. Client agrees to provide access to the following data elements to Pivot Point for use in the Field App Suite:
 - County Parcel Feature Map Service with Parcel Number attribute (required for mapping and location functionality)
 - Access to an ESRI web map service (typically aerial imagery) for generation of Fast Maps. Client is responsible for maintaining this site with current parcel boundaries and any additional supporting layers. (required for offline Fast Maps)
 - Provide a dedicated Level 2 ArcGIS Online account with enough credits to upload a work order status layer, image point locations, and breadcrumb GPS points to the Client's organization. (required for map-based workflow)
2. To get CAMA information into the workflow, BS&A will provide the following data elements to Pivot Point for use in the Field App on behalf of the Client through a custom Pivot Point Export:
 - Simple Export for all records
 - Parcel Number (primary key)
 - Owner information
 - Full address including city and state
 - Detailed Export for parcels designated for field visit
 - Parcel Number (primary key)
 - Existing Property Photos in jpg format
 - Existing Property Sketches in png format
 - Additional property characteristic attributes

B. Software:

Since Pivot Point's administrative functions are completed through a web interface, Client shall ensure it has the **latest** version of the following web browsers (subject to change as new operating systems and versions are released by third parties):

- Chrome by Google
- Firefox by Mozilla
- Microsoft Edge by Microsoft

Otherwise, Pivot Point's warranties may not apply.

C. Hardware:

Currently, Pivot Point's Field App Suite runs on iOS, Android, and Windows operating systems. Client shall ensure it has the **latest** version of these operating systems installed on devices used by its authorized employees, agents or users (subject to change as new operating systems and versions are released by third parties). The following devices are currently supported by Pivot Point:



- Apple devices running iOS 11 or later
- Android devices running version 6 or later
- Windows devices running 10 or later

The most current device list can be found at this web address: <http://pivotpoint.us/field-supported-devices>. Pivot Point will only support devices on this list. Use of non-supported devices, while not prohibited, may result in an inferior level of functionality and support than mutually expected.

V. Technical Steps and Milestones:

1. Client provides data element requirements outlined in section IV
2. Pivot Point provides Administrator web site credentials to Client's authorized representative
3. Client uploads CAMA to Pivot Point Admin site
4. Client downloads Field App on various devices from their respective online app stores
5. Pivot Point provides onsite training
6. Client begins using Field App and Admin website



LICENSING AGREEMENT

I. Introduction.

1.01 Definitions. As used herein, the following terms shall have the meanings set forth in this Section 1.01, unless the context otherwise clearly requires:

- (a) Pivot Point Partners LLC shall be referred to as “Pivot Point”, “we”, “our” or similar phrases.
- (b) “Client”, “you”, “your” and similar phrases refer to a person or entity to whom Services are provided, and includes Client’s authorized employees, agents and users.
- (c) “Services” means Pivot Point’s Field App Suite (the “Suite”), which includes the Field App Mobile Application, the Field App Administrative Portal website (currently <https://field.pivotpoint.us>) (the “Website”), proprietary software, and supporting services to be provided by Pivot Point to Client, as set forth in the Scope of Services.
- (d) “Agreement” shall mean Pivot Point’s Purchase Order(s), Scope of Services and this Licensing Agreement by and between Pivot Point and Client, including any exhibits attached thereto or made a part thereof. In circumstances where a third-party has provided products or services through a separate license with respect to the Services, the term “Agreement” shall include the written contract or record by and between Pivot Point and such third party as it relates to the Services.
- (e) “Business Unit” means the specific governmental office, division or operations unit identified in the Scope of Services authorized to use the Services.
- (f) “Licensed Software” means the proprietary software of Pivot Point Partners LLC that supports Pivot Point’s Services.

1.02 Changes and Modifications. This Licensing Agreement may be updated, modified or changed, from time to time, by Pivot Point, and posting such changes to the Website shall be sufficient notice thereof to our Clients. If you do not agree to be bound by the Licensing Agreement, you shall suspend using our Services and notify us, in writing, of such fact immediately so that appropriate adjustments may be made.

1.03 Privacy Policy. By entering to this Agreement, Client also agrees to adhere to the terms of Pivot Point’s privacy policy (<http://pivotpoint.us/privacy-policy>).

II. Software Licensing and Support.

2.01 Grant of License. Pivot Point hereby grants to Client a non-exclusive, non-transferrable, non-sublicensable, non-assignable, restricted license to use the Services and related Licensed Software for internal business purposes only. If you download software from our Field App, the software (including all files and images contained in or generated by the software), and accompanying data are deemed to be licensed to you by Pivot Point (or any third party that may have created it) and is considered “Licensed Software” under this Licensing Agreement. Neither title nor intellectual property rights are transferred to you, but remain with Pivot Point or such other third parties, who own full and complete title. This License Agreement provides to you an unlimited number of seats; however, such seats are to be used only by your authorized employees and users.



2.02 Prohibited Uses. The Licensed Software, material and data are provided for lawful purposes only. Software, material and data from Pivot Point and any website owned, operated, licensed, sublicensed or controlled by Pivot Point may not be copied or distributed, or republished, uploaded, posted or transmitted, in any way, without the prior written consent of Pivot Point. Modification or use of the materials for any other purpose violates the intellectual property rights of Pivot Point. You may not resell, decompile, reverse engineer, disassemble or otherwise convert the Licensed Software to a human perceivable form. You may not use Pivot Point's Licensed Software for or in connection with offering any third-party product or service not authorized or approved by Pivot Point. Additionally, if any third-party software is provided to you by or through Pivot Point, you shall be subject to all licenses, terms, limitations and requirements of such third-party with respect to its software.

2.03 Designated Hardware. Client agrees to deploy or install the Services and the Licensed Software on hardware meeting or exceeding the requirement as specified in the Scope of Services or otherwise recommended by Pivot Point. Pivot Point will only support hardware that has undergone validation testing. If Client uses non-supported hardware, Pivot Point cannot guarantee it can provide the same level of functionality as supported and validated hardware. Client shall not install, download or operate the Licensed Software on hardware not owned by or under the control of Client.

2.04 Data Collection. Client will remain the owner of any data exported, extracted, or otherwise delivered from their possession to Pivot Point. Pivot Point will abide by the terms of its Privacy Policy found at <http://pivotpoint.us/privacy-policy> regarding the collection, use and sharing of personally identifiable information. Nevertheless, Pivot Point may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve your service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing product and service portfolio and for license management.

2.05 Pre-Release Product - Additional Terms. If the Services received by Client are pre-commercial release or beta Software ("Pre-release Software"), then this Section 2.05 applies. To the extent that any provision in this Section 2.05 is in conflict with any other term or condition, this Section 2.05 shall supersede such other terms and conditions with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. Client acknowledges that the Services are a pre-release version, does not represent a final product from Pivot Point, and may contain bugs, errors and other problems that could cause system or other failures and data loss. CONSEQUENTLY, THE PRE-RELEASE SOFTWARE IS PROVIDED TO YOU "AS-IS" AND WITH ALL FAULTS, AND PIVOT POINT EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY LIMIT PIVOT POINT'S TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY UNDER THIS AGREEMENT (AND THAT OF ITS SUPPLIERS) AND SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. \$50) IN TOTAL. You acknowledge that Pivot Point has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Pivot Point has no express or implied obligation to you to announce or introduce the Pre-release Software and that Pivot Point may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of such Software is governed by such agreement. You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Pivot Point of a publicly released commercial version of



the Services, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Pivot Point and to abide by this Licensing Agreement for any such later versions of the Pre-release Software. If you provide any feedback or suggestions to Pivot Point regarding the Pre-release Software, Pivot Point will own all right, title, and interest in and to the feedback and/or suggestions. Pivot Point will be entitled to use the feedback and/or suggestions without restriction, without compensation to you and without your prior approval. You hereby irrevocably assign to Pivot Point all right, title, and interest in and to the feedback and/or suggestions and agree to provide Pivot Point any assistance it may require to document, perfect, and maintain its rights in the feedback and/or suggestions.

2.06 Maintenance and Support. Pivot Point shall provide maintenance and support services to maintain the Services and Licensed Software and to provide technical support, software updates, and other services as set forth in the Scope of Services. Unless otherwise set forth in an applicable Scope of Services, support calls for service will be provided during regular business hours (8:00am-4:30pm EST Monday through Friday), and will be responded to in a maximum of one (1) business day for standard inquiries and four (4) hours for emergency inquiries received during regular business hours; or otherwise resolved as soon as reasonably possible if received before or after regular business hours.

III. Termination.

3.01 Cooperation After Termination. Pivot Point shall reasonably cooperate with Client following the termination of the Agreement regarding Client's information, provided that Client agrees to reasonably compensate Pivot Point for such services. Pivot Point reserves the right to require advance payment for all or some of such services. Additionally, such services shall be subject to this Licensing Agreement. Client shall take whatever actions are required to terminate the use of Services by Client, and shall be liable to Pivot Point for the intended or unintended use of such Services after termination, as reasonably determined by Pivot Point. Any such amounts shall be paid by Client in accordance with Section 3.01, above.

IV. Warranties; Liability; Indemnity.

4.01 Express Limited Warranty Provided by Pivot Point. Pivot Point warrants to Client that it will perform the Services in substantial compliance with the Scope of Services and this Licensing Agreement.

4.02 Client's Remedies Under the Warranty. The exclusive remedy of Client with regard to the warranty set forth in Section 4.01, and Pivot Point's liability to Client with regard to such warranty, is limited, at Pivot Point's option, to: (a) the repair or replacement of that portion of the Services which does not conform with the warranty, as reasonably determined by Pivot Point; or (b) a refund of the applicable portion of the Fee, as reasonably determined by Pivot Point. For the avoidance of doubt, the aggregate liability amount set forth in the last sentence of Section 4.05 also shall limit Client's remedies with respect to a breach of warranty.

4.03 Exclusions from Pivot Point's Express Warranty. The warranty set forth in 4.01 shall not cover: (a) Client's failure to provide or maintain any standard or required versions of software or operating systems and maintenance specifications; (b) modifications, alterations or changes made by anyone other than Pivot Point; (c) damage or destruction due to any hazard coverable under the standard form of fire and extended coverage insurance policy issued in the state where Client is located; or (d) failure of the Client to abide by its obligations under the Agreement.



4.04 Exclusion of Implied Warranties. Except for the warranty set forth in Section 4.01, there are no other warranties with regard to the Services, or any other software, goods or services licensed, sold or provided by Pivot Point to Client. **MORE PARTICULARLY, BUT NOT BY WAY OF LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.**

4.05 Limitation of Liability. The fees charged by Pivot Point for the Services are based upon the allocation of risks and benefits, as set forth in this Licensing Agreement. Therefore, except for the warranty set forth in Section 4.01 (and subject to the limitations set forth in Sections 4.02 and 4.03), Client agrees that Pivot Point shall not be liable to Client, Client's authorized employees, agents and users of the Services or to any other party for direct, indirect, consequential or economic damages due to any reason or cause whatsoever, including, the failure or malfunction of Client's systems or any other software, goods or services provided by Pivot Point to Client. Also, Pivot Point shall not be liable to Client or any third party with respect to the loss or damage to data or information. Finally, Client agrees to limit the liability of Pivot Point, its officers, employees, agents, subcontractors, independent contractors, third party vendors, agents, authorized representatives and resellers to Client or any third party for all claims and causes, including negligence, breach of warranty (including the warranty set forth in Section 4.01), breach of contract, errors, omissions or strict liability, arising out of or any way related to the Services so as to not exceed, in the aggregate, all applicable fees paid by Client or \$10,000, whichever is less. Notwithstanding the foregoing, the limitations of liability referred to in this Section 4.05 shall be increased by an amount equal to any insurance coverage with respect to Pivot Point's errors and omissions actually available at the time of settlement or judgment.

4.06 Application to Agents. In situations where Services are provided, in whole or in part, pursuant to a written contract or record between Pivot Point and an agent or authorized representative of Client, the terms and conditions of this Agreement, including the limitations on claims, remedies and liabilities set forth in this Section 4, also shall apply to all such parties.

4.07 Indemnity. Pivot Point will indemnify and defend Client, at Pivot Point's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Client, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Client: (i) promptly notifies Pivot Point in writing of any such claim; (ii) gives Pivot Point full authority and control of the settlement and defense of the claim; (iii) has not made any admission or offer to settle and (iv) fully cooperates with Pivot Point in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Pivot Point's prior written consent.

4.08 This indemnity does not apply to, and Pivot Point will have no obligation to Client for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Pivot Point unless approved in writing by Pivot Point; (ii) modifications made by Pivot Point at Client's request in compliance with Client's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.



4.09 If an infringement claim arises, or in Pivot Point's reasonable opinion is likely to arise, Pivot Point may, at its own expense and in its own discretion, obtain for Client the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Pivot Point, Pivot Point may terminate the License for the infringing Licensed Software and refund to Client the annual fee paid for the infringing Licensed Software, less a reasonable charge for Client's use of the Licensed Software prior to such termination. THIS SECTION 4 STATES THE ENTIRE OBLIGATION OF PIVOT POINT AND THE EXCLUSIVE REMEDIES OF CLIENT WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

V. Miscellaneous Provisions.

5.01 Assignment. The rights and obligations under the Agreement are not assignable by Client without the prior written consent of Pivot Point, which consent shall not be unreasonably withheld. Acceptance of payment or performance by any other party shall not be deemed to be a consent by Pivot Point to an assignment. No assignment shall relieve Client of its liability hereunder unless Pivot Point otherwise agrees in writing when granting such consent. Subject to the provisions set forth above, the Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of any or all of the parties hereto.

5.02 Non-Waiver. No provision of the Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the party affected thereby.

5.03 Severability. If any clause or provision contained in the Agreement is held to be illegal, invalid or unenforceable, under any present or future law, the remaining terms hereof shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added a clause or provision as similar in terms as possible which shall be legal, valid and enforceable.

5.04 Compliance with Law. The use by Client and Client's authorized employees, agents and users of the Services, including the Suite, shall be in compliance with all applicable laws, statutes, ordinances and governmental regulations. To the extent provided by law, Client shall indemnify, defend and hold Pivot Point harmless from any cost, expense, demand, claim, fine, action, cause of action or other liability arising out of or related to the unlawful use of the Services by Client or its authorized employees, agents or users.

5.05 Future Dealings. This Licensing Agreement shall be applicable to all future transactions and dealings between Pivot Point and Client, unless otherwise agreed to in writing by both Pivot Point and Client.

5.06 Confidentiality. In the course of negotiating, implementing and providing services under the Agreement, Pivot Point and Client may reveal to each other information regarding business data, research, development, manufacturing, clients, vendors, agents, employees, marketing plans, business plans, trade practices, financial information and related matters that are confidential and proprietary. All of such information is hereinafter referred to as "Confidential Information". All Confidential Information shall be deemed to be confidential and proprietary information belonging to the disclosing party and shall be maintained by receiving party in confidence, to the extent permitted by law. The parties shall familiarize their respective officers, agents and employees that have access to Confidential Information, or conducting work in relation thereto, with the obligations hereunder. Each party shall take all reasonable precautions, including the establishment of lawful, appropriate procedures and disciplines, to safeguard the confidential



nature of any Confidential Information. The unlawful disclosure of Confidential Information between the parties hereunder shall not be construed as granting either a license under any intellectual property rights or applications therefor, or any right of ownership or use of any kind therein. All Confidential Information shall remain the property of the party disclosing the same. Confidential Information shall not include any information that: (a) is or becomes generally available to the public other than as a result of a violation of the obligations hereunder; (b) was in a party's possession prior to disclosure by the other party; or (c) was rightfully acquired from a third party who was lawfully in possession of such information and was under no obligation to maintain its confidentiality. Nothing in this Licensing Agreement precludes the Client from disclosing Confidential Information in compliance with the Michigan Freedom of Information Act, MCL 15.231 et seq.

5.07 Rules of Construction. Unless the context otherwise clearly requires, the following rules of construction shall apply to this Licensing Agreement:

- (a) Terms that imply gender shall apply to all genders. All references to the singular shall be deemed to include the plural, and all references to the plural shall be deemed to include the singular.
- (b) Headings are included solely for purposes of reference and shall be ignored in construing the provisions of this Licensing Agreement.
- (c) "Herein", "hereto", "hereof" and words of similar import refer to this Licensing Agreement.
- (d) The word "and" connotes "each and every", and the word "or" connotes "any one or more".
- (e) The word "including", is deemed to be followed by the words "without limitation".
- (f) Any reference to the Agreement, Scope of Services, this Licensing Agreement or other document or record refers to that Agreement, Scope of Services, Licensing Agreement or other document or record as amended, modified or restated, from time to time.
- (g) Any reference to a person or entity shall be construed as a reference to that person or entity's successors, affiliates, assigns, heirs, personal representatives, agents or authorized representatives.
- (h) In the event of a direct conflict between the Scope of Services and this Licensing Agreement, the terms of the Scope of Services shall control. In the event of a conflict between this Licensing Agreement and any written contract or record between Client and a third party of the Services, this Licensing Agreement shall control.



4235 Scioto Pkwy, Powell OH 43065
(614) 323-5099 sales@pivotpoint.us
www.PivotPoint.us

Field App Solution Proposal

Contains Confidential Information

Prepared For	City of Brighton, MI Assessors Office	Quote Number	2105-004
		Customer ID	2105
		Proposal Date	5/21/2021
		Pricing Valid Before	9/18/2021

Initial Setup Costs

Item Name	Description	Quantity	Unit	Cost Per	Total
Field App Solution Setup	Setup fee to import and configure images, sketches, maps and advanced attribution	4,128	Parcel	\$0.10	\$412.80

Total \$412.80

Annual License, Maintenance & Cloud Storage Costs

Item Name	Description	Quantity	Unit	Cost Per	Total
Field App Solution License Fee	Search by address, parcel, or location CAMA integration to manage parcels marked for field review. Website to assign, track, and review parcels for field visits. Annotate sketches, record cards and maps. Unlimited seats for iOS, Android, and Microsoft	4,128	Parcel	\$0.35	\$1,444.80
Cloud Storage- Incl'd w/Field App	Cloud Storage Space	1	5GB	\$0.00	\$0.00
Cloud Storage- Additional 10 GB	10 GB additional Cloud Storage Space	0	10GB	\$80.00	\$0.00
Cloud Storage- Additional 50 GB	50 GB additional Cloud Storage Space	0	50GB	\$300.00	\$0.00
Cloud Storage- Additional 100 GB	100 GB additional Cloud Storage Space	0	100GB	\$500.00	\$0.00

Total \$1,444.80

Professional Service Fees

Item Name	Description	Quantity	Unit	Cost Per	Total
Basic Support (included no cost)	1 day of onsite support/training. 16 hrs remote support	1	-	\$0.00	\$0.00
GIS Services (Hourly)	Assistance setting up AGOL site for use with App	0	Hours	\$140.00	\$0.00
Developer Services (Hourly)	Custom Software Development hours to build interface	0	Hours	\$200.00	\$0.00
Additional Onsite Support	Additional day of onsite support/training	0	-	\$500.00	\$0.00
Additional Remote Support	8 hours of additional remote support	0	-	\$500.00	\$0.00

Total \$0.00

Proposal Notes:

Mapping and GIS functionality are dependent on provided GIS data and web mapping services
Quote based on 3,500 real properties.
Includes 5 GB of Cloud Space

See attached Scope of Services, Product Description and License Agreement

First Year Sub-Total (license + setup fees)	\$1,857.60
New Customer Setup Discount (100%)	-\$412.80
Total Discounts & Credits	-\$412.80
First Year Total	\$1,444.80
Annual Recurring Total	\$1,444.80

Plus tax if entity is NOT tax exempt

License Term: 1 Year

Authorized By*

Date



Total due Today

\$1,038.76

Total due monthly

\$35.99

Hi City of Brighton, please review your quote.

If you have any questions regarding this quote, please feel free to contact me.

Scott | (a) [REDACTED]

Order number

1685324-Q-1067084

Store location

M480601

Creation date

11/03/2020

Expiration date

12/02/2020

Quote details

Here is a summary of your quote for devices and service. The pricing quoted is based upon achieving and maintaining a minimum line attainment and signing a major account agreement with Verizon.

21%

Service plans

25%

Accessory

10,000-14,999

Line attainment

Device & accessory summary

Devices	Quantity	Pricing Option	Special offer	Due today	Due monthly
11-inch Apple iPad Pro 64GB in Space Gray Space Gray, 64 GB	1	Subsidy - 2 year		\$849.99	\$0.00
Apple Pencil (2nd Generation)	1			\$129.97	\$0.00

Plans & feature summary

Service	Quantity	Service contract	Special offer	Due today	Due monthly
Flat Rate Mobile Broadband + DTL - Unlimited	1	Month to month		\$0.00	\$35.99

Sub-total

\$0.00

Sales tax

\$0.00

Total due Today

\$1,038.76

Total due monthly

\$35.99



Total due Today

Total due monthly

\$1,038.76

\$35.99

Hi City of Brighton, please review your quote.

If you have any questions regarding this quote, please feel free to contact me.

Scott | (a) [REDACTED]

Order number

Store location

Creation date

Expiration date

1685324-Q-1067084

M480601

11/03/2020

12/02/2020

Important Customer Information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. MAA Activation/Upgrade fee up to \$40; restocking fee up to \$50. Either an offer recovery fee or up to \$650 early termination fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See VerizonWireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply. Device Trade In Quote values are an estimate and subject to change without notice. The current market trade value in this quote is the value of the device on the day the quote was submitted. If the device is eligible for trade-in, credit will either be based on the market value of the device(s) at the time of the order or the applicable promo order at the time the promo was created. Final device value is determined at time of inspection. Eligibility for Instant Trade-In credits is determined at the time of your order.

Legal Disclaimer

Hi City of Brighton, please review your quote.

If you have any questions regarding this quote, please feel free to contact me.

Scott | (a) [REDACTED]

Order number	1685324-Q-1067084
Store location	M480601
Creation date	11/03/2020
Expiration date	12/02/2020

Highlights



11-inch Apple iPad Pro 64GB in Space Gray

Meet the new iPad Pro. It's all new, all screen and all powerful. Completely redesigned and packed with Apple's most advanced technology, it will make you rethink what iPad is capable of. And what a computer is capable of. Comes in Space Gray and Silver colors (subject to availability). Get the most out of your 11-inch iPad Pro (2018) with Verizon, the nation's largest and most reliable 4G LTE network.



FIELD APPRAISAL **MODERNIZED**, SIMPLIFIED

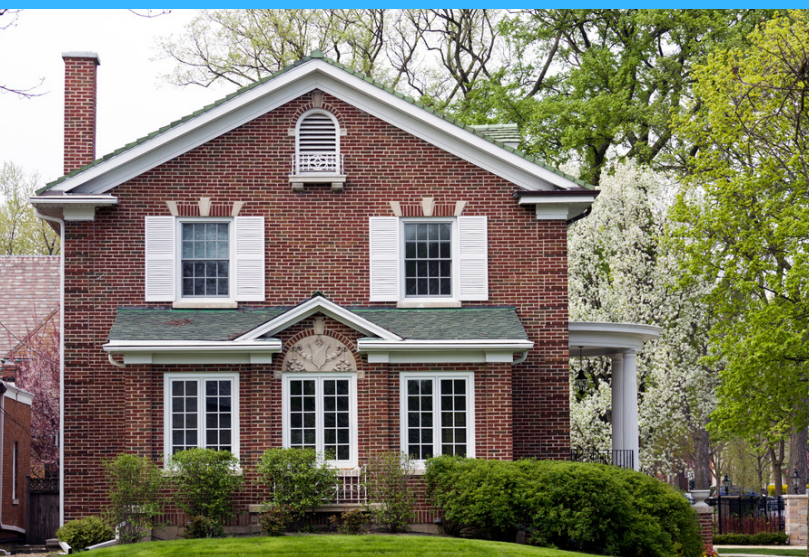
The Field Solution allows field appraisers, data entry, and managers to assign, conduct, track, and review field work throughout the year

SAVE **TIME**

- Plan your field work by Map or GPS location
- Easily capture and upload photos with your tablet
- Digitally review and update parcel information
- Less paper management
- Thousands of records available at your fingertips

INCREASE **PRODUCTIVITY**

- Less time spent getting to and at each parcel
- Plan your day through an interactive map
- Streamlined workflow to get updated information back into CAMA faster than paper based workflow
- Tools to defend valuations supported by the digital footprint of your field work



www.PivotPoint.us
(740) 938-4413
Sales@PivotPoint.us



MANAGE

Pivot Point Data Office Administration Help Log off

Work Order Manager

Data Set: Demo, Main DataSet Work Set: Default Records Per Page: 10

Parcel ID	Assigned User	Assigned Group	Status	Sub Status	Created in Field
05 025 031 000	demo@mandemo.com	Any	Open	Any	
05 100 101 501	demo@mandemo.com	April Work	Open		
05 100 101 502	demo@mandemo.com	April Work	Open		
05 100 101 503	demo@mandemo.com	April Work	Open		
05 100 101 526	demo@mandemo.com	April Work	Open		

Change User: No Change Change Group: No Change Change Status: No Change

Edit: No Change

Page 1 of 1 (5 records)

Work Orders

Open April Work (5) Sorted By Parcel Number

05 025 031 000
101 Main St, Big City, USA
Status: Open
Group: April Work
Remediated in 2018

05 100 101 501
101 Main St, Big City, USA
Status: Open
Group: April Work
Check Photo

05 100 101 502
101 Main St, Big City, USA
Status: Open
Group: April Work
Check Photo

05 100 101 503
101 Main St, Big City, USA
Status: Open
Group: April Work
New Construction Back of House

05 100 101 526
200 High St, Big City, USA
5 work orders

Feature Details

05 025 031 000
Owner: SMITH, JOHN
Address: 101 Main St, Big City, USA

Attributes Permits (1) Work Order Sales (1) Notes (1)

VALIDATE

UPDATE

Field App

Data Wizard Steps - Parcel

Settings Search Work By List Work By Map

05 002 008 000

Step 1 of 4: Parcel (Existing Record)

Has Dirt Road: Off Has Gravel Road: Off

Has Paved Road: On Has Storm Sewer: Off

Has Sidewalk: Off Has Water: On

Has Sewer: On Has Electric: On

Has Gas: On Has Curb: On

Has Street Lights: On Has Standard Utilities: On

Has Underground Utilities: Off Is Level: Off

Is Rolling: Off Is Low: Off

Is High: Off Is Landscaped: Off

Has Swamp: Off Has Woods: Off

Has Pond: On Has Waterfront: Off

Has Ravine: Off Has Wetland: Off

Has Flood Plain: Off Other Topography:

Next

Back Clear Background Take Photo Save

12 Shed 12

14 patio 10

Back Clear Background Take Photo Save

PROPERTY RECORD CARD

05 002 008 000

Parcel ID: 05 002 008 000

Address: 101 Main St, Big City, USA

Owner: SMITH, JOHN

Property Class: 401

Government Unit: 05

PRE Percent: 100

Primary Zoning: A-RS

Parcel Map

Sketches

Photos

Permits

Notes

Punches

Feature Details

Photo

05 002 008 000

Take Photo Properties New Mark-Up List View

CAPTURE

REVIEW

Pivot Point Data Office Administration Help Log off

Office Review 05 025 031 000

Address: 101 Main St, Big City, USA

Owner: SMITH, JOHN

Work Order: 1 of 1

Work Order Changes Supporting Documents

Activities

What When Whom

External Review 07/02/2019 07:41:22 PM demo@mandemo.com

Notes

Note When Whom

General Comment 07/02/2019 07:41:23 PM demo@mandemo.com

General Comment BK: spoke to owner. Asked us to come back in August.

New Mark-Ups and Photos

Supplemental Images (4) Sketches (1) Photos (1) Fast Maps (1)

05/08/2019 09:53:47 PM Exportable

07/02/2019 07:36:24 PM Exportable

Pivot Point Data Office Administration Help Log off

Feature Information

Parcel: 05 025 031 000 Address: 101 Main St, Big City, USA

Owner: SMITH, JOHN Property Class: 401 School District: 54010

ECF: 4028 Government Unit: 05 PRE Percent: 100

Primary Zoning: A-RS

Work Order History Activities Agricultural Balconies Decks Driveways Sidewalks Patios Fast Maps Notes Parcel Permits Photos Punches

Residential Sales Sketches Supplemental Images

Image

Building ID 531

Last Modified 07/02/2019 07:36:24 PM 02/14/2019 02:18:24 PM 06/12/2009 08:00:00 PM

Markup True False False

Tax Year

Uploaded By demo@mandemo.com brian.kerim@pivotpoint.us webupload@pivotpoint.us

Exportable Exportable Exportable Exportable



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

July 1, 2021

SUBJECT: APPROVAL TO ISSUE A PURCHASE ORDER TO GRAPHIC SCIENCES, INC. FOR CONTINUED SCANNING SERVICES UNDER A STATE BID IN AN AMOUNT NOT TO EXCEED \$25,000

BACKGROUND

- During fiscal year 2020-21 the City began the process of digitizing our paper records using a process called Laserfiche Enterprise Content Management as approved by City Council. The contractor selected was approved by City Council using pricing obtained through a state bid dated June 1, 2018 that was extended to local municipalities. That contractor, Graphic Sciences, Inc. evaluated the City's files and began scanning and converting a portion of our vast amount of paper files held at City Hall and the Police Department.
- Graphic Sciences, Inc. retrieved the files, all of which were available to staff throughout the process to fulfill FOIA requests. The work was completed in a timely manner. The experience was positive.

ADMINISTRATIVE SUMMARY

- The adopted budget for the 2021-22 has \$25,000 allocated to continue this process.
- Using the same contractor and pricings we are asking for approval to continue the process at cost not to exceed the \$20,000 budgeted for 2021-22.
- This request would complete the remainder of the City's address files and allow for much of the files in City Hall to be greatly reduced.

RECOMMENDATION

Approval to Issue a Purchase Order to Graphic Sciences, Inc. for Continued Scanning Services Under a State Bid in an Amount Not to Exceed \$25,000

Prepared by: Tara Brown, City Clerk

Reviewed by: Gretchen Gomolka, Finance Director

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.)

- ☐ Acceptable Form and Ready to Execute
- ☒ Reviewed by Attorney Sarah Gabis, the agreement will reflect her recommendations

Reviewed &

Approved by: Nate Geinzer, City Manager



Civic Event Application Form

Application Date: 6/14/2021

Name of Organization: CROP Walk - Church World Service

Name of Applicant: Mary Kushner

Address: 4199 Brian Drive Brighton, MI 48114

Contact Information:

Cell Phone 810-599-5195 Home Phone 810-220-2820

Email Address mkushner23@gmail.com

Event Title: CROP Hunger Walk

Event Location: 5K walk through downtown Brighton

Event Days/Times (Please stipulate the following information for each date of event)

Date	Day of Week	Beginning Time	Ending Time
<u>10/17/21</u>	<u>Sunday</u>	<u>2:00 p.m.</u>	<u>4:00 pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>



Set up Time/Date <u>11a.m./ 10-17</u>	Tear down Time / Day <u>4:30 p.m./ 10-17</u>	Rain Date (if applicable) <u>NA</u>
--	---	--

Please Note: Tear down time will be strictly enforced. It is the applicant's responsibility to ensure the teardown of all materials with their on-site vendors, sponsors, etc. is complete by the teardown time given above.

Organization/Applicant Information

Applications for Civic Events in the City of Brighton shall NOT be approved for applicants in default to the City. Therefore, each Application for Civic Events shall be routed to the Finance Department for a determination of any defaults to the City. In the event a default to the City exists, the Application shall be disapproved by the Finance Department with the nature of the default described as the reason of the disapproval.

Tax Identification Number: 13-4080201

Brief Description of Organization's Purpose and/or Function:

Church World Service is a non-profit organization that raises money to support programs that alleviate poverty and hunger, locally and globally. CROP stands for Communities Responding to Overcome Poverty.

Is this organization a non-profit? ☒ Y ☐ N

If yes, attach a copy of the organizations Sales Tax Exempt Certificate.



Does your group presently have Liability Insurance? ☒ Y ☐ N

General Liability Insurance is required naming the City of Brighton as additionally insured. If food is being served, product liability must be included. Limits of liability should be no less than \$1,000,000 combined single limit for bodily injury and property damage.

Events that include the sale or distribution of alcohol must have a special event liquor liability policy in an amount not less than \$1,000,000 naming the City of Brighton as additionally insured. This policy is in addition to the comprehensive liability insurance.

Please Provide a Description of the Proposed Civic Event (attach additional pages if necessary):

This is a 5K (3.2 mile) walk beginning at First United Methodist Church, (400 E. Grand River). Walkers follow a marked course through downtown Brighton with a rest stop at St. George's Lutheran Church on Main Street and ending at the start location. All parking is at the beginning church.

Is this event expected to occur next annually? ☒ Y ☐ N

If yes, you can reserve a date for next year via this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule, if applicable (e.g., third weekend in July):

third weekend in October



OR

Next year's specific date(s):

Date(s)	Day(s) of Week	Date(s)	Day(s) of Week
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proceeds from the event(s) will be used for:

75% of the money raised goes to global hunger programs sponsored by Church World Service.

25% of the money raised goes to local charitable organizations: Bountiful Harvest Food Pantry, The Torch Food Truck, and Love, Inc.



Parade, Run or Walk

Answer the following section if the proposed civic event is a parade or run/walk event.

Starting Point:

First United Methodist Church 400 E. Grand River

Route (use the attached map or provide your own to designate the route):

Ending Point:

First United Methodist Church 400 E. Grand River

Number of Entries:

50-100 walkers

Traffic Control Plan:

Crossing guards at Grand River crossings

If you event is a run/walk, will you be providing volunteers at all road crossings? ☒ Y ☐ N

Will volunteers be wearing shirts identifying them? ☒ Y ☐ N

Will Volunteers be wearing reflective safety vests? ☒ Y ☐ N



Will there be an admission fee? ☐ Y ☒ N

If yes, how much will you charge?

Do you plan to utilize vendors and/or exhibitors for sales of any kind? ☐ Y ☒ N

What is the fee charged to each vendor/exhibitor? _____

Do you plan to contribute revenues received from this event to local organizations and/or community groups? ☒ Y ☐ N

If yes, please specify which organizations and/or local community groups and how much you will contribute.

Organization/Community Group	\$ Amount
Bountiful Harvest Food Pantry	9%
Torch Food Truck	8%
Love, Inc.	8%
_____	_____

What is the expected attendance for this event? 100 walkers

Do you plan to supply additional restroom facilities? ☒ Y ☐ N

Number of volunteers 10



Number of staff members: 4

How will volunteers and staff members be identified?
t-shirts

How will this event benefit the residents and/or improve the quality of life in the City of Brighton?
25% of funds raised stay local to assist agencies with hunger. This gives Brighton citizens a way to help the world.

Electrical services required (please be as accurate as possible)
None

Other utilities required (please be as accurate as possible):
None

City facilities requested (please be as accurate as possible):
None



Do you plan to utilize the City's AMP? ☐ Y ☐ N

If yes, please note a refundable security deposit of \$500 will be required.

Please review the page entitled "The AMP", which details what areas and equipment are included in the AMP. Please provide the detailed aspects (i.e. vendors, musical performances, days, times etc.) and their locations on the AMP Drawing.

Do you plan to utilize off-site parking facilities? ☒ Y ☐ N

If yes, please specify where the off-site parking will be located:

Cars will be parked at First United Methodist Church where the walk begins and ends.

What is your plan for transportation from the parking area to the event location?
NA

Signage

Signage Requested (please detail sign locations and types on the attached map and provide sign renderings.

Number of signs 10

Detailed locations of signs:

On corners identifying direction of the walk

Date signs posted: 10/17 Date signs removed: 10/17



Please attach a list of equipment (e.g. stage, tents, vehicles, etc.) that you will use for the event or will be bringing onto City property, streets, or park areas. Please note, all equipment items are subject to approval. If tents are to be used, please fill out the “Brighton Area Fire Authority Tent Permit Application” (attached).

NA



Are you requesting a street closure for your event? ☐ Y ☒ N

If yes, please detail the street(s) you would like closed and the location of the closure(s) on the attached map.

Do you want to sell and/or serve alcohol? ☐ Y ☒ N

If yes, please see the attached sheet titled, “Alcohol,” and fill in the questions in complete detail.

Security

If the event requires overnight setup or storage of goods, equipment, etc., security is the responsibility of the event applicant.

If your event requires overnight security, please provide the following details of your security plan:

Please list on site representative names and contact information:

On Site Representative	Phone Number
_____	_____
_____	_____
_____	_____



Owner(s) Affidavit

I, _____, have authorized _____ as
(Company/Organization Owner) (Civic Event Applicant)

my representative for the purpose of obtaining a Civic Event permit(s) from the City of Brighton
for my organization located at

(Company/Organization Address)

Company/Organization Owner's Signature

Date



Indemnification Agreement

The _____ agrees to defend, indemnify, and hold harmless
(Company/Organization)

the City of Brighton, Michigan, from any claim, demand, suit, loss, cost of expense, or any
damage that may be asserted, claimed or recovered against or from the

_____ and/or the City of Brighton, Michigan, by reason of
(Company/Organization)

any damage to property, personal injury or bodily injury, including death, sustained by any
person whomsoever and which damage, injury or death arises out of or is incident to or in any
way connected with the performance of this contract, and regardless of which claim, demand,
damage, loss, cost of expense is caused in whole or in part by the negligence of the City of
Brighton, Michigan, or by third parties, or by the agents, servants, employees or factors of any
of them.

Signature _____ Date _____

Witness _____ Date _____



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

July 1, 2021

SUBJECT: CONSIDER APPROVAL FOR RE-APPOINTMENT OF DAVE PETRAK TO THE PLANNING COMMISSION

ADMINISTRATIVE SUMMARY

- Dave Petrak has extended years of service on the Planning Commission.
- Dave currently holds the Vice-Chair position for the Commission.
- Mayor Pipoly has reviewed the re-appointment with staff.
- Commissioner Petrak is seeking re-appointment for another 3-year term.

RECOMMENDATION

Mayor Pipoly is recommending the re-appointment of Dave Petrak to the Planning Commission for another 3-year term.

Prepared by: Michael Caruso, Community Development Manager

Reviewed &

Approved by: Nate Geinzer, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

July 1, 2021

SUBJECT: ADOPTION OF SOCIAL DISTRICT POLICY

BACKGROUND

- Last summer, when HB 5781 was passed, it established the authority for local governments to create a social district.
- City Council subsequently created a Social District Viability Work Group which assessed the viability of such a program in the City. The group included representation from: PD, City Manager, DPS, City Council, DDA, and local businesses.
- The work group concluded the policy was viable in the City and provided specific feedback on how to implement a policy accordingly.
- Further input and review has been given by the City's Attorney, Foster Swift, who has created and assisted in the implementation of the social district policy for the City of Cadillac.

ADMINISTRATIVE SUMMARY

- The proposed Social District policy is modeled after the City of Cadillac's social district and includes feedback from Brighton City Council, as well as, the Social District Viability Work Group.
- The proposed policy has provisions for City Council to set dates/hours, by resolution, in order to respond to changing social district demand, needs, or relevant circumstances.
- The proposed policy establishes a Social District containing the Downtown Business District. The policy also establishes a Common Area containing ample space for social distancing and access to downtown amenities (The AMP, Sculpture Garden, etc.), while limiting access to areas of special consideration (Imagination Station, The Tridge, etc.).
- Use of properties initially proposed for the Common Area require Downtown Development Authority (DDA) approval. Specifically, the greenspace next to the Fifth Third lot and the North-West Pocket Park. Preliminary feedback from the DDA is supportive. These areas can be added by resolution after DDA review.
- The policy contains a \$50 administrative fee for applicants.
- This policy can be revoked at any time, for any reason, notwithstanding a public hearing prior to revocation.
- Adoption of this policy begins the process of implementation with the Michigan Liquor Control Commission (MLCC).

RECOMMENDATION

Motion to adopt Resolution #2021-15 to establish a social district policy as proposed.

Prepared by: Henry Outlaw, Assistant to the City Manager

Reviewed by: Rob Bradford, Police Chief

Nate Geinzer, City Manager

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

☒ Acceptable Form and Ready to Execute

☐ Other _____

Reviewed &

Approved by: Nate Geinzer, City Manager

RESOLUTION NO. #2021-15

RESOLUTION DESIGNATING A SOCIAL DISTRICT AND DEFINING A COMMONS AREA

**CITY OF BRIGHTON SOCIAL DISTRICT NO. 1
AND COMMONS AREA**

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, the City recognizes that the recent public health emergency caused by the COVID-19 global pandemic caused the shut down of certain non-essential businesses for varying amounts of time, and when open, other social distancing recommendations and requirements resulted in reduced occupancies that have had short and long term impacts upon City businesses and the citizens employed by them; and

WHEREAS, the City has determined there exists a need for a social district and a commons area in the City to foster and strengthen the local economy which was impacted by the reduced occupancies that social distancing requirements and recommendations imposed upon local businesses; and

WHEREAS, in order to alleviate the negative impact social distancing requirements and recommendations have had on local businesses, and to continue to foster and strengthen the local economy during the continuing public health emergency and beyond, the City wishes to allow businesses within a social district designated by the City to expand business

operations outdoors into a regulated commons area and onto property owned and/or operated by the City within that district and commons area; and

WHEREAS, Section 551 of Act 58 of the Public Acts of Michigan of 1998, as amended ("Section 551"), provides that the City Council may, on its own initiative, designate one or more social districts within the City wherein purchasers of alcoholic liquor may consume alcohol purchased on the premises of a qualified licensee within a City-defined commons area; and

WHEREAS, the City wishes to designate property in the City as a social district; and

WHEREAS, the City wishes to define a commons area within the social district where qualified licensees pursuant to Section 551 and other city businesses may extend business operations after obtaining a permit from the City; and

WHEREAS, the public health, safety and welfare will be served by designating a social district and commons area as described above in the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby designates a social district known as the "City of Brighton Social District No. 1" (the " Social District") consisting of certain parcels of land, the depiction of which is set forth in the attached **Exhibit A**, and which depiction is incorporated by reference. The City shall not close a road within this district without the permission of the governing road authority.

2. The City Council hereby defines a commons area within the Social District (the "Commons Area") consisting of certain public property and rights of way, the boundaries of which are set forth in the attached **Exhibit B**, and which depiction is incorporated by reference.

3. The City Council hereby adopts the logo attached as **Exhibit C**, as the unique logo for the Commons Area and the city manager is hereby directed to cause signs bearing this logo to be erected that clearly mark and define the Commons Area.

4. The city manager is hereby directed to establish a management and maintenance plan for the Social District and the Commons Area, that at a minimum, includes the following:

- a. Hours of operation for the Commons Area to be set intermittently and periodically by separate resolution of the City Council;
- b. A provision that states that no business may sell any goods or services, nor operate, conduct, maintain or manage any such business within any common area defined by the City without, in addition to the license or permit required under the Brighton City Code, a social district permit issued by the City;
- c. A provision that qualified licensees, as that term is defined in Section 551, shall not engage in the sale of alcohol within the commons area, unless otherwise permitted by the City, and the Michigan Liquor Control Commission;
- d. A requirement that businesses that obtain a social district permit from the City operate in compliance with any and all applicable state and local orders related to a public health emergency, including social distancing, party size limitations, masking, etc.;
- e. Area and location limitations;
- f. Spacing limitations for tables, chairs and the like;
- g. Separation from parking and vehicular traffic;
- h. Provision for litter and waste;

- i. Continued access to any fire hydrants and Fire Department connections;
- j. Insurance requirements.

5. The city manager is hereby directed to develop and promulgate an application for a social district permit that contemplates the management and maintenance plan set forth in paragraph 4 of this Resolution and to establish procedures for the completion and submission of the same to the city manager or his designee for consideration and approval.

The permit application at a minimum shall include all of the following:

- a. A copy of the business's business license or licenses required by Chapters 10 and 22 of the Brighton City Code, as amended;
- b. A copy of the business's city liquor license required under Chapter 6 of the Brighton City Code, as amended;
- c. An application for or copy of the business's license to operate within a sidewalk, pursuant to Chapter 78, Article III, of the Brighton City Code, as amended, if the business intends to place merchandise, tables or chairs with the area adjacent to their business within the Commons Area;
- d. The social district and common area defined and designated by the City within which the business intends to operate;
- e. If the business is engaged in the sale of alcohol, a copy of the business's liquor license issued pursuant to 1998 PA 58 (Michigan Liquor Control Code, MCL 436.1101 et seq.);
- f. If the business is engaged in the sale of alcohol, a copy of its application for a social district permit to the State of Michigan Liquor Control Commission ("Commission") for approval by the City before the application is submitted to

the Commission;

- g. A statement that approval of the applicant's application to the Commission does not constitute approval by the City of the applicant's request for a social district permit from the City;
- h. If the business is engaged in the sale of alcohol, a description and visual depiction of each container it intends to use in the commons area defined by the City within the social district designated by the City, and which displays and/or demonstrates all of the following:
 - 1. The trade name or logo or some other mark that is unique to the applicant business.
 - 2. The City adopted logo that is unique to the commons area within which the business intends to operate.
 - 3. The container is not glass.
 - 4. The container has a liquid capacity that does not exceed 16 ounces.
 - 5. Such other information the city manager deems reasonably necessary to determine whether the requirements of Brighton City Code and the social district management and maintenance plan have been met.
- i. The fee required by this Resolution, or duly adopted fee ordinance of the City.

6. There shall be a non-refundable fee in the amount of \$50, or as otherwise set by a duly adopted fee ordinance of the City, that must accompany the application for a social district permit.

7. Final approval by the City of a social district permit shall not be approved until the applicant's application to the Commission is approved. Approval by the Commission does not

constitute approval by the City. Approval of a social district permit issued by the City is within the City's discretion notwithstanding any approval by the Commission. Revocation by the Commission of a social district permit issued by the Commission constitutes automatic revocation of a social district permit issued by the City, without appeal as may otherwise provided by the Brighton City Code. The issuance of a social district permit to an applicant does not create a vested right in the operation of the business in a commons area. The City may revoke a social district permit within its discretion at anytime.

8. A social district permit that is issued by the City shall be renewed annually. Social district permit renewal applications shall be submitted annually in the manner prescribed by this Resolution and on an application form approved by the City. Renewal applications shall, at a minimum, require the applicant to confirm or update all of the information originally required by this Resolution, including its application to the State of Michigan Liquor Control Commission. The City Clerk may request from the applicant any additional information reasonably necessary to determine whether there has been a significant change in business operations.

9. Social district permits shall be subject to all requirements of the Brighton City Code, that are generally applicable to all permits issued by the City.

10. The City of Brighton Social District and Commons Area designated and defined by this Resolution may be revoked after a public hearing upon the City Council's determination in its sole discretion that the City of Brighton Social District and/or the Commons Area threatens the health, safety, or welfare of the public or has become a public nuisance.

11. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting City Clerk of the City of Brighton, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the ___ day of_____, 2021, at 7:30 p.m.

Tara Brown, City Clerk

**EXHIBIT A
CITY OF BRIGHTON
COUNTY OF LIVINGSTON, MICHIGAN**

**DESIGNATION OF LAND TO BE INCLUDED WITHIN
CITY OF BRIGHTON SOCIAL DISTRICT NO. 1**



**EXHIBIT B
CITY OF BRIGHTON
COUNTY OF LIVINGSTON, MICHIGAN**

DEFINITION OF BOUNDARY OF COMMONS AREA



EXHIBIT C

**CITY OF BRIGHTON
COUNTY OF LIVINGSTON, MICHIGAN**

DEPICTION OF COMMONS AREA LOGO



99999:SGABIS:5485551-1

**CITY OF BRIGHTON
SOCIAL DISTRICT
MANAGEMENT AND MAINTENANCE PLAN**

July 1, 2021

PREAMBLE

This City of Brighton Social District Management and Maintenance Plan is developed pursuant to MCL 436.1551("Section 551"), and City of Brighton Resolution No. _____. Section 551 provides that the governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks/cocktails) in the commons area. Attached at Appendix A.1, is a copy of Resolution No. _____, which establishes the Social District and Commons Area, in the City of Brighton. Pursuant to that authority, the local governmental unit that has designated a social district must establish a management and maintenance plan, including the hours of operation, for the commons area and submit the plans to the State of Michigan Liquor Control Commission. This management and maintenance plan is developed and implemented by the City Manager, at the directive of the Brighton City Council, and shall govern the activity within the Social District and Commons Area.

TABLE OF CONTENTS

1. Application.....	4
2. Definitions.....	4
3. Permitted and Prohibited Conduct	5
4. Signage.....	7
5. Hours of Operation of Commons Area.....	9
6. Area and Space Regulations	9
7. Litter and Waste	10
8. Insurance Requirements.....	11
9. Enforcement	11
10. Review	11
11. Appendix	12

CITY OF BRIGHTON SOCIAL DISTRICT AND COMMONS AREA MANAGEMENT AND MAINTENANCE PLAN

1. APPLICATION

This Management and Maintenance Plan applies to that area located within the City of Brighton Social District and Commons Area, as designated and defined in Resolution No.____, attached at Appendix A.1.

2. DEFINITIONS

Words and phrases shall be given their ordinary meaning, except those specifically stated below, for which the definition shall be that which is specified herein:

a. *Approved container* shall mean a container that:

- i. prominently displays the trade name or logo or some other mark that is unique to the qualified licensee that sold the alcohol or other beverage within the container;
- ii. prominently displays the logo depicted in Appendix A.2;
- iii. is not glass;
- iv. has a liquid capacity that does not exceed 16 ounces; and
- v. contains alcohol or other beverage that was sold at or near the time of possession or consumption by the qualified licensee whose logo is depicted on the container;
- vi. Is a high visibility color.

- b. *City of Brighton Social District*, shall mean that area as defined by Resolution No. _____, and as depicted on the attached Appendix A.3.
- c. *Commons Area* shall mean that area as defined by Resolution No. _____, and as depicted on the attached Appendix A.3.
- d. *Licensed premises* means those premises for which a qualified licensee holds a license issued pursuant to the Michigan Liquor Control Code, MCL 436.1101 et seq, to sell alcoholic liquor for consumption.
- e. *Qualified licensee* shall have the same meaning as is defined in section 551 of the Liquor Control Code, MCL 436.1551, as amended.

3. PERMITTED AND PROHIBITED CONDUCT

- a. No business may sell any goods or services, nor operate, conduct, maintain or manage any such business within the Commons Area without, in addition to the license or permit required under the Brighton City Code, a social district permit issued by the City Manager or his or her designee.
- b. No business, person or entity shall engage in the sale of alcohol within the City of Brighton Social District and Commons Area, unless otherwise permitted by the City, and the Michigan Liquor Control Commission.
- c. Qualified Licensees may only sell alcoholic beverages to be consumed in approved containers in the Commons Area during open hours of operation of the City of Brighton Social District. Such alcoholic beverages may only be sold within the confines of the premises of the qualified licensee.

- d. Qualified Licensees may not sell alcoholic beverages to be consumed in the Commons Area except within approved containers.
- e. A qualified licensee shall prohibit entry into its licensed premises to any person who has within their possession a container that contains any amount of alcohol that has not been purchased from the qualified licensee.
- f. Purchasers of alcoholic beverages from a qualified licensee in an approved container may carry and consume open alcohol from that container anywhere within the Commons Area, except as follows:
 - i. Carrying and/or consumption is prohibited within any public right of way where vehicles are permitted to travel, except within areas marked and/or signaled for pedestrian traffic, and if signaled, only when such signal indicates pedestrian crossing is permitted.
 - ii. Carrying and/or consumption is prohibited within a parking lot, whether or not owned or operated by the City, unless otherwise separately authorized by the City Manager or his or her designee under terms and conditions specified in writing by the City Manager or his or her designee.
 - iii. Carrying and/or consumption is prohibited within the interior confines of any business located within the City of Brighton Social District, except within the licensed premises from which the approved container was purchased.

- g. Open alcohol purchased from other than a qualified licensee that has obtained the required social district permits is prohibited within the confines of the City of Brighton Social District and Commons Area.
- h. No person shall operate any sound amplification devices, equipment or systems within the City of Brighton Social District other than those systems specifically authorized by the City Manager or his or her designee;
- i. No person shall install any lighting devices, equipment, or systems within the City of Brighton Social District other than those systems specifically authorized by the City Manager or his or her designee.
- j. No person shall install any heating devices, equipment, or systems within the City of Brighton Social District other than those systems specifically authorized by the City Manager or his or her designee.
- k. No person shall cook food within the City of Brighton Social District, except for authorized mobile food vendors or as may be permitted by the City Manager or his or her designee and the Livingston County Health Department.
- l. All other ordinances, rules and laws remain in full force and effect within the City of Brighton Social District and Commons Area.

4. SIGNAGE

- a. Prior to opening the Commons Area, the boundaries of the Commons Area shall be clearly marked by signs as depicted at Appendix A.4, and

bearing the duly adopted logo of the Commons Area, which is depicted at Appendix A.2.

- b. The signs shall appear at transition points along the boundary, as depicted by each red x shown on the attached Appendix A.4.
- c. The signs shall clearly identify which side of the boundary is inclusive of the Commons Area and shall state that alcoholic beverages are prohibited outside the confines of the Commons Area, and alcoholic beverages purchased by qualified licensees are permitted within the Commons Area only on the dates and times set by resolution of the City Council.
- d. Within a prominent and high traffic area within the Commons Area, and during all times when the Commons Area has been designated “open” by resolution of the City Council, a large sign shall display all information required by subparts a, c, and d. of this section, and in addition shall substantially state the following:
 - i. Alcoholic beverages may not be purchased or sold outside the licensed premises of a qualified licensee.
 - ii. Glass Containers are prohibited.
 - iii. Alcoholic beverages except those purchased from a qualified licensee and consumed from an approved container are prohibited within the City of Brighton Social District. Alcoholic beverages purchased from a qualified licensee and in approved containers may only be carried and consumed in the Commons Area.

- iv. No person may enter the premises of any other business while in possession of an alcoholic beverage, except the premises of the qualified licensee from where it was purchased.
- v. Possession of alcohol within streets and parking lots is prohibited. Street crossing is permitted only within crosswalks at intersections.
- vi. Possession of alcohol upon railroad tracks is prohibited.
- vii. A full copy of Resolution No. ____, and the Management Plan for the City of Brighton Social District may be obtained from the office of the City Clerk during normal business hours.

5. HOURS OF OPERATION OF COMMONS AREA

The Commons Area shall be open on those dates and within those times as set intermittently and periodically by separate resolution of the City Council. When practical, twenty-four hours' notice of open hours of operation shall be provided to qualified licensees within the Social District. Notice of open dates and times of the Commons Area as designated by separate resolution as set forth above shall be posted by the City Manager, or his or her designee, at City Hall, and on the City's website, within 24 hours of adoption of the resolution so designating.

6. AREA AND SPACE REGULATIONS

- a. Businesses may utilize outdoor space within the Commons Area that is adjacent to their respective building and may place tables, chairs and benches upon written approval from the City Manager or his or her designee;

- i. Tables, chairs and benches shall be separated from parking and vehicular traffic and placed so as not to unreasonably obstruct entrances, sidewalks and other pedestrian pathways;
 - ii. Tables, chairs and benches shall be sturdy, placed in compliance with applicable ADA requirements, and in a manner that does not otherwise constitute a safety hazard;
 - iii. Tables, chairs and benches shall be placed in a manner that does not obstruct easy access to fire hydrants, and other fire suppression equipment; and shall be placed in a manner that otherwise complies with the applicable fire prevention code;
 - iv. Tables, chairs and benches shall be secured daily at the close of business, are the responsibility of the business, and shall be removed should they interfere with a special event or other conflicting activity and upon request from the City Manager or his or her designee;
 - v. A request to place tables, chairs and benches pursuant to subsection 6. a. shall be in writing and contain a drawn plan depicting the area within which the tables, chairs and benches will be placed. Such a request may accompany the application for a social district permit from the City.
- b. Businesses that obtain a social district permit from the City shall operate in compliance with any and all applicable state and local orders related

to a public health emergency, including social distancing, party size limitations, masking, etc.;

- c. Emergency vehicle access to all properties within the Common Area shall be maintained.

7. LITTER AND WASTE

The City Manager shall cause trash receptacles to be placed within and around the Commons Area, sufficient to provide for the optimal cleanliness of the Commons Area. The City Manager shall provide for the regular pick up and disposal of trash from those receptacles. Such regular pick up shall be scheduled with enough frequency to avoid receptacles to become overflowing.

8. INSURANCE REQUIREMENTS

The City Manager shall cause its municipal insurance coverage to be updated as necessary to provide for adequate coverage in all areas incidental to the City's designation of the City of Brighton Social District and Commons Area. Applicants for a social district permit shall list the City as an additional insured prior to the issuance of a social district permit from the City.

9. ENFORCEMENT

The City Manager in conjunction with the Chief of Police shall cause police patrol and presence within the City of Brighton Social District to ensure the health, safety, and welfare of the public within the Commons Area, during its hours of operation. All ordinances and laws shall be enforced within the Commons Area as they otherwise would be in all other areas of the City.

10. REVIEW

This Management Plan shall be reviewed upon the expiration of ninety (90) days from the initial opening of the City of Brighton Social District, and annually thereafter to determine if any amendment is necessary to ensure the health, safety, and welfare of the public.

Appendix A.1 Resolution No. 2021-15

Appendix A.2 Adopted logo of the Commons Area.

Appendix A.3 City of Brighton Social District and Commons Area Map.

Appendix A.4 Depiction of Signs.

99999:SGABIS:5485529-1

RESOLUTION NO. #2021-15

RESOLUTION DESIGNATING A SOCIAL DISTRICT AND DEFINING A COMMONS AREA

**CITY OF BRIGHTON SOCIAL DISTRICT NO. 1
AND COMMONS AREA**

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, the City recognizes that the recent public health emergency caused by the COVID-19 global pandemic caused the shut down of certain non-essential businesses for varying amounts of time, and when open, other social distancing recommendations and requirements resulted in reduced occupancies that have had short and long term impacts upon City businesses and the citizens employed by them; and

WHEREAS, the City has determined there exists a need for a social district and a commons area in the City to foster and strengthen the local economy which was impacted by the reduced occupancies that social distancing requirements and recommendations imposed upon local businesses; and

WHEREAS, in order to alleviate the negative impact social distancing requirements and recommendations have had on local businesses, and to continue to foster and strengthen

the local economy during the continuing public health emergency and beyond, the City wishes to allow businesses within a social district designated by the City to expand business operations outdoors into a regulated commons area and onto property owned and/or operated by the City within that district and commons area; and

WHEREAS, Section 551 of Act 58 of the Public Acts of Michigan of 1998, as amended ("Section 551"), provides that the City Council may, on its own initiative, designate one or more social districts within the City wherein purchasers of alcoholic liquor may consume alcohol purchased on the premises of a qualified licensee within a City-defined commons area; and

WHEREAS, the City wishes to designate property in the City as a social district; and

WHEREAS, the City wishes to define a commons area within the social district where qualified licensees pursuant to Section 551 and other city businesses may extend business operations after obtaining a permit from the City; and

WHEREAS, the public health, safety and welfare will be served by designating a social district and commons area as described above in the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby designates a social district known as the "City of Brighton Social District No. 1" (the " Social District") consisting of certain parcels of land, the depiction of which is set forth in the attached **Exhibit A**, and which depiction is incorporated by reference. The City shall not close a road within this district without the permission of the governing road authority.

2. The City Council hereby defines a commons area within the Social District (the "Commons Area") consisting of certain public property and rights of way, the boundaries of

which are set forth in the attached **Exhibit B**, and which depiction is incorporated by reference.

3. The City Council hereby adopts the logo attached as **Exhibit C**, as the unique logo for the Commons Area and the city manager is hereby directed to cause signs bearing this logo to be erected that clearly mark and define the Commons Area.

4. The city manager is hereby directed to establish a management and maintenance plan for the Social District and the Commons Area, that at a minimum, includes the following:

- a. Hours of operation for the Commons Area to be set intermittently and periodically by separate resolution of the City Council;
- b. A provision that states that no business may sell any goods or services, nor operate, conduct, maintain or manage any such business within any common area defined by the City without, in addition to the license or permit required under the Brighton City Code, a social district permit issued by the City;
- c. A provision that qualified licensees, as that term is defined in Section 551, shall not engage in the sale of alcohol within the commons area, unless otherwise permitted by the City, and the Michigan Liquor Control Commission;
- d. A requirement that businesses that obtain a social district permit from the City operate in compliance with any and all applicable state and local orders related to a public health emergency, including social distancing, party size limitations, masking, etc.;
- e. Area and location limitations;
- f. Spacing limitations for tables, chairs and the like;

- g. Separation from parking and vehicular traffic;
- h. Provision for litter and waste;
- i. Continued access to any fire hydrants and Fire Department connections;
- j. Insurance requirements.

5. The city manager is hereby directed to develop and promulgate an application for a social district permit that contemplates the management and maintenance plan set forth in paragraph 4 of this Resolution and to establish procedures for the completion and submission of the same to the city manager or his designee for consideration and approval. The permit application at a minimum shall include all of the following:

- a. A copy of the business's business license or licenses required by Chapters 10 and 22 of the Brighton City Code, as amended;
- b. A copy of the business's city liquor license required under Chapter 6 of the Brighton City Code, as amended;
- c. An application for or copy of the business's license to operate within a sidewalk, pursuant to Chapter 78, Article III, of the Brighton City Code, as amended, if the business intends to place merchandise, tables or chairs with the area adjacent to their business within the Commons Area;
- d. The social district and common area defined and designated by the City within which the business intends to operate;
- e. If the business is engaged in the sale of alcohol, a copy of the business's liquor license issued pursuant to 1998 PA 58 (Michigan Liquor Control Code, MCL 436.1101 et seq.);
- f. If the business is engaged in the sale of alcohol, a copy of its application for a

social district permit to the State of Michigan Liquor Control Commission ("Commission") for approval by the City before the application is submitted to the Commission;

- g. A statement that approval of the applicant's application to the Commission does not constitute approval by the City of the applicant's request for a social district permit from the City;
- h. If the business is engaged in the sale of alcohol, a description and visual depiction of each container it intends to use in the commons area defined by the City within the social district designated by the City, and which displays and/or demonstrates all of the following:
 - 1. The trade name or logo or some other mark that is unique to the applicant business.
 - 2. The City adopted logo that is unique to the commons area within which the business intends to operate.
 - 3. The container is not glass.
 - 4. The container has a liquid capacity that does not exceed 16 ounces.
 - 5. Such other information the city manager deems reasonably necessary to determine whether the requirements of Brighton City Code and the social district management and maintenance plan have been met.
- i. The fee required by this Resolution, or duly adopted fee ordinance of the City.

6. There shall be a non-refundable fee in the amount of \$50, or as otherwise set by a duly adopted fee ordinance of the City, that must accompany the application for a social district permit.

7. Final approval by the City of a social district permit shall not be approved until the applicant's application to the Commission is approved. Approval by the Commission does not constitute approval by the City. Approval of a social district permit issued by the City is within the City's discretion notwithstanding any approval by the Commission. Revocation by the Commission of a social district permit issued by the Commission constitutes automatic revocation of a social district permit issued by the City, without appeal as may otherwise provided by the Brighton City Code. The issuance of a social district permit to an applicant does not create a vested right in the operation of the business in a commons area. The City may revoke a social district permit within its discretion at anytime.

8. A social district permit that is issued by the City shall be renewed annually. Social district permit renewal applications shall be submitted annually in the manner prescribed by this Resolution and on an application form approved by the City. Renewal applications shall, at a minimum, require the applicant to confirm or update all of the information originally required by this Resolution, including its application to the State of Michigan Liquor Control Commission. The City Clerk may request from the applicant any additional information reasonably necessary to determine whether there has been a significant change in business operations.

9. Social district permits shall be subject to all requirements of the Brighton City Code, that are generally applicable to all permits issued by the City.

10. The City of Brighton Social District and Commons Area designated and defined by this Resolution may be revoked after a public hearing upon the City Council's determination in its sole discretion that the City of Brighton Social District and/or the Commons Area threatens the health, safety, or welfare of the public or has become a public nuisance.

11. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting City Clerk of the City of Brighton, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the ____ day of _____, 2021, at 7:30 p.m.

Tara Brown, City Clerk

**EXHIBIT A
CITY OF BRIGHTON
COUNTY OF LIVINGSTON, MICHIGAN**

**DESIGNATION OF LAND TO BE INCLUDED WITHIN
CITY OF BRIGHTON SOCIAL DISTRICT NO. 1**



DEFINITION OF BOUNDARY OF COMMONS AREA



EXHIBIT C

**CITY OF BRIGHTON
COUNTY OF LIVINGSTON, MICHIGAN**

DEPICTION OF COMMONS AREA LOGO



99999:SGABIS:5485551-1




Appendix A.2 Adopted logo of the Commons Area.



Appendix A.3 - City of Brighton Social District and Commons Area Map



SOCIAL DISTRICT & COMMON AREA

-  = Common Area*
-  = Social District
-  = Rules Sign Location



*Walkable areas of City property only





BOUNDRIES & RULES

- Dates/Hours of Operation are:
- Alcoholic beverages may not be purchased or sold outside the licensed premises of a qualified licensee.
- Glass Containers are prohibited.
- Alcoholic beverages except those purchased from a qualified licensee and consumed from an approved container are prohibited within the City of Brighton Social District. Alcoholic beverages purchased from a qualified licensee and in approved containers may only be carried and consumed in the Commons Area.
- No person may enter the premises of any other business while in possession of an alcoholic beverage, except the premises of the qualified licensee from where it was purchased.
- Possession of alcohol within streets and parking lots is prohibited. Street crossing is permitted only within crosswalks at intersections.
- Possession of alcohol upon railroad tracks is prohibited.
- A full copy of Resolution No. _____, and the Management Plan for the City of Brighton Social District may be obtained from the office of the City Clerk during normal business hours.

 = Common Area of the Social District*  = Rules Sign Location



*Walkable areas of City Properties only