



Notice

City Commission Regular Meeting

7:00 pm

Monday, March 17, 2014

Commission Chambers, Governmental Center

400 Boardman Avenue

Traverse City, Michigan 49684

Posted and Published 03-13-14

Meeting informational packet is available for public inspection at the Traverse Area District Library, City Police Station, City Manager's Office and City Clerk's Office.

The City of Traverse City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Makayla Vitous, Assistant City Manager, 400 Boardman Avenue, Traverse City, Michigan, 49684, 922-4440, TDD: 922-4412, has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA Coordinator.

If you are planning to attend and you have a disability requiring any special assistance at the meeting and/or if you have any concerns, please immediately notify the ADA Coordinator.

City Commission:

c/o Benjamin C. Marentette, CMC, City Clerk

(231) 922-4480

Email: tcclerk@traversecitymi.gov

Web: www.traversecitymi.gov

400 Boardman Avenue

Traverse City, MI 49684

The mission of the Traverse City City Commission is to guide the preservation and development of the City's infrastructure, services, and planning based on extensive participation by its citizens coupled with the expertise of the city's staff. The Commission will both lead and serve Traverse City in developing a vision for sustainability and the future that is rooted in the hopes and input of its citizens and organizations, as well as cooperation from surrounding units of government.

Welcome to the Traverse City Commission meeting!

Agenda

Any interested person or group may address the City Commission on any agenda item when recognized by the presiding officer or upon request of any Commissioner. Also, any interested person or group may address the City Commission on any matter of City concern not on the Agenda during the agenda item designated Public Comment. The comment of any member of the public or any special interest group may be limited in time. Such limitation shall not be less than five minutes unless otherwise explained by the presiding officer, subject to appeal by the Commission.

Pledge of Allegiance

1. Roll Call

Presentation of the Sara Hardy Humanitarian Award to Jane Hayes.

2. Consent Calendar

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for full discussion and such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Commission action adopting the consent calendar.

- a. Consideration of approving minutes of the Regular Meeting of March 3, 2014. (Approval recommended) (Jered Ottenwess, Benjamin Marentette)

- b. Consideration of declaring a 1998 Yale Lift Truck surplus and authorizing a purchase order for its replacement, with the truck to be used by Traverse City Light and Power. (Approval recommended) (Jered Ottenwess, Dave Green) (5 affirmative votes required)
- c. Consideration of adopting a Resolution Approving a Request from Karukera, LLC, d/b/a Bistro Fou Fou for a New Banquet Facility Permit and Catering Permit to be operated at 106 E. Front Street (the City Opera House) and authorizing the City Clerk to issue the related registration. (Adoption and approval recommended) (Jered Ottenwess, Benjamin Marentette).
- d. Consideration of introducing an ordinance amendment which would require the City Clerk provide notice of a special assessment for single parcels within seven calendar days, rather than within 48 hours of adoption of a special assessment by the City Commission. (Introduction and schedule for possible enactment on April 7, 2014, recommended) (Jered Ottenwess, Benjamin Marentette)
- e. Consideration of a recommendation from the Downtown Development Authority Board of Trustees to eliminate free parking in the Larry C. Hardy Parking Deck on weekends and after 5 p.m. on weekdays in May, September and October; and continuing such free parking during the remaining months. (Approval recommended) (Jered Ottenwess, Rob Bacigalupi)
- f. Consideration of authorizing a consultant agreement for design services for renovations to the Senior Center, with all costs to be paid for by donations. (Approval recommended) (Jered Ottenwess, Timothy Lodge) (5 affirmative votes required)
- g. Consideration of authorizing a purchase order for gas monitors for use by the Traverse City Fire Department Hazardous Materials Response Team, to be purchased with grant funds provided by the Federal Emergency Management Agency administered by the Michigan State Police. (Approval recommended) (Jered Ottenwess, James Tuller) (5 affirmative votes required)

- h. Consideration of authorizing a purchase order for self-contained breathing apparatus (SCBA) cylinders for use by the Traverse City Fire Department Hazardous Materials Response Team, to be purchased with grant funds provided by the Federal Emergency Management Agency administered by the Michigan State Police. (Approval recommended) (Jered Ottenwess, James Tuller) (5 affirmative votes required)
- i. Consideration of introducing an amendment to the Traverse City Code of Ordinances to rezone the property at 10597 East Traverse Highway from R-9(A), *Multiple Family Dwelling District*, to R1-b MU *Mixed Use PUD Morgan Farm*, as the developer has indicated they will not have progressed with construction which was a condition of its conditional rezoning, as recommended by the City Planning Commission, which is a housekeeping matter required by city ordinance. (Introduction and schedule for possible enactment on April 7, 2014, recommended)
- j. Consideration of authorizing an agreement for the City Opera House Heritage Association to provide \$130,000 in funds for the Opera House Dressing Room Project and authorizing an agreement for design, specification, bidding and related contract and construction administration services and authorizing the related budget amendment for the receipt of funds for the project. (Approval recommended) (Jered Ottenwess, Timothy Lodge) (5 affirmative votes required)

Items removed from the Consent Calendar

- a.
- b.
- c.

3. Old Business

- a. Consideration of authorizing an amendment to the Vendor Agreement with The River for Clinch Park concessions to modify the arrangement. (Jered Ottenwess, Karrie Zeits) (5 affirmative votes required)

4. New Business

- a. Consideration of authorizing an attorney representation agreement for the city to join a class action lawsuit in connection with price fixing of automotive wire harnesses, with no cost for legal services to the city. (5 affirmative votes required) (Jered Ottenwess, Karrie Zeits)
- b. Consideration of adopting a resolution of support for a \$35,000 Michigan Recreation Passport Grant application for the Clancy Park Improvement Project, to include park walkways, bike racks, a new play structure and other site improvements, which commits the city to provide matching funds. (Jered Ottenwess, Russell Soyring) (5 affirmative votes required)
- c. Consideration of adopting a resolution of support for a \$257,500 Michigan Natural Resources Trust Fund Grant application for the Boardman River Boardwalk Project, which would develop a public boardwalk on the southwest bank of the Boardman River from the Eighth Street Bridge to the existing Boardman Lake Trail, which commits the city to provide matching funds. (Jered Ottenwess, Russell Soyring) (5 affirmative votes required)

5. Appointments

- a. Consideration of appointing an ad hoc interview committee to make a recommendation regarding appointment to the Traverse City Light and Power Board. (Jered Ottenwess, Katie Lowran)
- b. Consideration of accepting the resignation of Michael Grant from the Board of Zoning Appeals and establishing an ad hoc interview committee to make a recommendation regarding appointment to the Board of Zoning Appeals. (Jered Ottenwess, Katie Lowran)

- c. Consideration of accepting the resignation of Judy Myers from the Housing Commission and approving an appointment by the Mayor, with approval by the City Commission, to the Housing Commission. (Mayor Michael Estes)

6. Reports, Announcements and Correspondence

Please note: For this section of the agenda, when an actual report is included or expected, the item will be underlined.

- a. Reports, announcements and correspondence from the City Manager.
- b. Announcements from the City Clerk.
- c. Reports, announcements and correspondence from the Mayor and City Commissioners.
- d. Reports and correspondence from other City officials, boards and committees.
 - 1. Report from the Mayor serving on the Downtown Development Authority.
 - 2. Report from Commissioners serving on the Light and Power Board.
 - 3. Report from the Mayor and Commissioner serving on the Planning Commission.
 - 4. Report from Commissioners serving on other boards.
 - 5. Minutes of the Traverse City Light and Power Board meetings of February 10, 2014, and February 11, 2014.
- e. Reports and correspondence from non-City officials.

None.

7. Public Comment

- a. Reserved.

None.
- b. General.
- c. Mayor and City Commissioners.

8. Adjournment

The mission of the Traverse City City Commission is to guide the preservation and development of the City's infrastructure, services, and planning based on extensive participation by its citizens coupled with the expertise of the city's staff. The Commission will both lead and serve Traverse City in developing a vision for sustainability and the future that is rooted in the hopes and input of its citizens and organizations, as well as cooperation from surrounding units of government.

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Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ^{JD} JERED OTTENWESS, CITY MANAGER

SUBJECT: MINUTES

Attached are the minutes from the following meeting of the City Commission:

- March 3, 2014, Regular Meeting

The City Clerk recommends that these minutes be approved. The following motion would be appropriate:

that the minutes of the March 3, 2014, Regular Meeting, be approved.

JJO/kes

k:\tcclerk\city commission\minutes

**Minutes of the
City Commission for the City of Traverse City**



Regular Meeting

March 3, 2014

A regular meeting of the City Commission of the City of Traverse City was called to order at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, at 7 p.m.

The following Commissioners were present, constituting a quorum: Mayor Michael Estes, Barbara D. Budros (arrived at 7:04 p.m.), Jeanine Easterday, Gary L Howe, Ross Richardson, Tim Werner.

The following Commissioner was absent: Mayor Pro Tem James Carruthers.

The Pledge of Allegiance was recited.

Mayor Estes presided at the meeting.

(Commissioner Budros arrived)

As requested by Rick Buckhalter Agenda Item 2(f) was removed from the Consent Calendar for full discussion.

2. Consent Calendar

Moved by Richardson, seconded by Budros, that the following actions as recommended on the amended Consent Calendar portion of the Agenda be approved:

- a. The minutes of the February 18, 2014, Regular Meeting, be approved.
- b. A Resolution Approving Special Improvement District SID 2014-02 for a special assessment for emergency sewer repairs made by the city, be adopted; and that a budget amendment be made to increase the budgeted revenues in the SID Fund by \$12,500 to reflect the revenues for the project.

- c. The City Manager be authorized to issue a purchase order to Flow Stop in the amount of \$21,850 for the purchase of three flow stop kits for the containment and abatement of hazardous materials within storm drains or other pipe transfer devices; and a purchase order to Smiths Detection in the amount of \$10,500 for the purchase of a lightweight chemical detector, with funds available in the Fire Department Budget, with the costs to be reimbursed by the State of Michigan; and that the Fire Department Budget be amended in the amount of \$67,100 to reflect the receipt of \$67,100 in funds available for the purchase of Hazardous Materials Response Team equipment as outlined in the City Manager's February 27, 2014, communication.
- d. The Resolution for Naming of an Alley to *Station Street*, be adopted.
- e. The competitive bidding policy be waived; and further that the City Manager be authorized to issue a service order in the amount of \$52,171.40 to M&M Pavement Markings, Inc. for 2014 Street Pavement Markings, Centerlines, Edgelines, Legends and Parking Areas, with funds available in the various Street and Auto Parking Funds.
- f. Removed from the Consent Calendar.

CARRIED unanimously. (Carruthers absent)

Items removed from the Consent Calendar

a.

Consideration of adopting and making permanent the following traffic control orders: #560, for no parking signs on the north side of Garland Street, from Hall Street to Grandview Parkway; #561, for no parking signs on both sides of the alley east of Cass street, between 15th and 16th Streets; #563, for two-hour parking signs in the 200 block of Eighth Street from Union Street to Pine Street between 8 a.m. and 6 p.m., except Saturdays, Sundays and holidays; and #564, for no parking signs on both sides of Cass Street, between 14th Street and Eighth Street, to prevent parking in the designated bike lane.

The following addressed the Commission:

Jered Ottenwess, City Manager

Rick Buckhalter, 932 Kelley Street – expressed opposition

Moved by Easterday, seconded by Howe, that Temporary Traffic Control Orders: #560 authorizing “No Parking” signs on the north side of Garland Street, between Hall Street and Grandview Parkway; #561 authorizing “No Parking” signs on both sides of the alley east of Cass Street, between 15th and 16th Streets; #563 authorizing “2 Hour Parking 8am to 6pm except Saturdays, Sundays and Holidays” signs in the 200 block of Eighth Street, between Union Street and Pine Street; and #564 authorizing “No Parking” signs on both sides on Cass Street, between Fourteenth Street and Eighth Street; be adopted to be made permanent.

CARRIED unanimously. (Carruthers absent)

3. Old Business

None.

4. New Business

4(a).

Consideration of a request from Maritime Heritage Alliance to use Traverse City Light and Power’s Coal Dock Property on June 20, 2014, for a Fundraising Event.

The following addressed the Commission:

Jered Ottenwess, City Manager

Karrie Zeits, Acting City Attorney

Rod Jones, Maritime Heritage Alliance 12684 S. Cedar Lane, Elmwood Township – made general comments

Rick Buckhalter, 932 Kelley Street – expressed support

Moved by Richardson, seconded by Werner, that the City Commission recommends to Traverse City Light and Power that the Maritime Heritage Alliance

request for use of the coal dock be denied for the fundraiser prospectively to be held on June 20, 2014.

CARRIED unanimously. (Carruthers absent)

4(b).

Consideration of authorizing an amendment to the Vendor Agreement with The River for Clinch Park concessions to modify the agreement.

The following addressed the Commission:

Jered Ottenwess, City Manager

Rick Buckhalter, 932 Kelley Street – made general comments

There being no objection, Mayor Estes referred Agenda Item 4(b) to a future meeting.

5. Appointments

None.

6. Reports and Communications

The following were received and filed:

- a. Reports, announcements and correspondence from the City Manager.
- b. Announcements from the City Clerk.
- c. Reports, announcements and correspondence from the Mayor and City Commissioners.
- d. Reports and correspondence from other City officials, boards and committees.
 1. Report from the Mayor serving on the Downtown Development Authority.

2. Report from Commissioners serving on the Light and Power Board.
 3. Report from the Mayor and Commissioner serving on the Planning Commission.
 4. Report from Commissioners serving on other boards.
 5. Report from the Acting City Attorney regarding the Option Agreement for Washington Place with SNAFU, LLC, dated February 25, 2014.
 6. Minutes of the Board of Zoning Appeals Meeting of August 13, 2013.
 7. Minutes of the Planning Commission meeting of January 7, 2014, and Study Session of January 22, 2014.
 8. Minutes of the Traverse City Light and Power Board meeting of January 28, 2014.
- e. Reports and correspondence from non-City officials.
1. Minutes of the Traverse Area District Library Board of Trustees meeting of December 19, 2013.
 2. Monthly Operations Report for the Wastewater Treatment Plant from CH2MHILL for January 2014.

7. Public Comment

The following addressed the Commission:

1. Reserved.

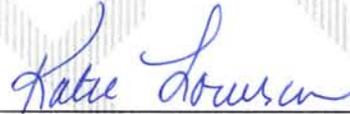
None
2. General.

Rick Buckhalter, 932 Kelley Street – made general comments
Brian Haas, 227 East 10th Street – made general comments

3. Mayor and City Commissioners.

Jered Ottenwess, City Manager
Commissioner Gary Howe
Commissioner Ross Richardson
Commissioner Tim Werner

There being no objection, Mayor Estes declared the meeting adjourned at 7:36pm.



Katie Lowran
Deputy City Clerk

Approved: _____, _____
(Date) (Initials)



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: 2013/2014 SCHEDULED FLEET EQUIPMENT
REPLACEMENT, #169

Attached are memos from Dave Green, DPS Director, and Scott Meter, Garage Superintendent, requesting approval to purchase a new, replacement lift truck (forklift) for Traverse City Light and Power, and declaring a 1998 lift truck surplus, which is a planned purchase.

I recommend the following motion (5 affirmative votes required):

that the City Manager be authorized to declare surplus a 1998 Yale lift truck and issue a purchase order to Alta Equipment in the amount of \$45,943.20 for the purchase of a 2014 Yale GP100VX, to be used by Traverse City Light and Power, with funds available in the Garage Fund.

cc: Dave Green, DPS Director
Scott Meter, Garage Superintendent

Memorandum

The City of Traverse City
Department of Public Services



TO: Jered Ottenwess, City Manager

FROM: Dave Green, DPS Director 

DATE: March 10, 2014

SUBJECT: 2013/2014 Scheduled Fleet Equipment Replacement, # 169

Attached is a memorandum from Scott Meter, Garage Superintendent, requesting approval to purchase a replacement lift truck (Forklift) that is scheduled for replacement in the 2013/2014 budget year. The lift truck is currently being used at the Light & Power complex on Hastings Street. It is needed to unload, load and move heavy equipment and parts. This purchase will replace a 1998 model that has reached the end of its useful life. Bids were received from two vendors with Alta Equipment being low.

I have delayed any more requests for City Commission approvals on equipment/vehicle purchases until after we have had the chance to discuss the Garage Fund with them but had already gone out for bid on this particular piece of equipment. We have since been notified by the vendor that if we don't commit by March 28, 2014 the price is going to increase by 3% or approximately \$1400. I feel it would be in the City's best interest to commit to this vehicle now and save the 3% increase in price.

Please request that the City Commission declare a 1998 Yale lift truck surplus and approve a purchase order in the amount of \$45,943.20 to Alta Equipment for the purchase of a 2014 Yale GP100VX to be used by Traverse City Light & Power with funds available in the Garage Fund for this planned replacement.

MEMO

To: Dave Green
From: Scott Meteer *SM*
Garage Superintendent
Subject: Equipment Purchase
Date: February 25, 2014

Bids were solicited and received for a replacement lift truck (HiLo) for use at Light and Power. It will replace a 1998 model GP100MG Yale that was due for replacement in July 2008.

The two bids received are as follows:

Yale GP100VX from Alta Equipment of Traverse City: \$45,943.20

Komatsu FG45TU-10 from Anderson Material Handling of Wixom: \$54,558.00

I recommend purchasing the Yale GP100VX. It is similar to our current unit, which has given us good service over the years.

Please request of the City Commission permission to issue a purchase order to Alta Equipment in the amount of \$45,943.20.

Also, please request that our current HiLo be declared surplus so that it may be disposed of.

This is a scheduled purchase, and funds are available in the Garage fund.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: LIQUOR LICENSE REQUEST – KARUKERA, LLC, D/B/A
BISTRO FOU FOU

Attached is a memo from City Clerk Benjamin Marentette, recommending approval of a request from Karukera, LLC, d/b/a Bistro Fou Fou (Guillaume Hazael-Massieux) for a new Banquet Facility Permit and Catering Permit to be operated at 106 E. Front Street.

I recommend the following motion:

that the resolution recommending approval of a request from Karukera, LLC d/b/a Bistro Fou Fou for a New Banquet Facility Permit and Catering Permit, be adopted; and that the City Clerk be authorized to issue a Liquor License Registration to Karukera, LLC, d/b/a Bistro Fou Fou to operate such permits at 106 E. Front Street.

JJO/kes

K:\ccclerk\City Commission Communications\liquor license_regular\New Banquet Catering Permits_Karukera_20140317.doc

copy: Thomas Pazzetti, tpazzetti@bfarlaw.com (representative of Guillaume Hazael-Massieux)

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager
FROM: Benjamin C. Marentette, City Clerk *B. Marentette*
DATE: Thursday, March 13, 2014
SUBJECT: Liquor License Request – Karukera, LLC, d/b/a Bistro Fou Fou

Karukera, LLC, d/b/a Bistro Fou Fou is requesting a new Banquet Facility Permit and Catering Permit for operation at 106 E. Front Street (the City Opera House). These permits would be in addition to their existing Resort Class C Liquor License held at 118 Cass Street, which is their restaurant location.

A Banquet Facility Permit is an extension of an on premise license, for the serving of alcohol liquor only on the permitted premises. The banquet facility permit shall be used only for scheduled functions and events.

A Catering Permit authorizes the applicant to sell, deliver, and serve beer, wine, and spirits, in their original containers at private events.

If the City Commission adopts the resolution approving the license, then it will be provided to the Michigan Liquor Control Commission (MLCC) and it then may consider granting or not granting the license. The applicant has paid the appropriate application fee and this request has been reviewed by the appropriate city departments, including the Police Department, and meets all ordinance/law requirements. The supporting documentation is on file with this office.

This license cannot be operated unless the City Commission authorizes the City Clerk to issue a registration to Karukrea, LLC, d/b/a Bistro Fou Fou. I respectfully recommend that the City Commission authorize the City Clerk to issue the registration.

As always, please let me know if you have any questions or if I may be of further assistance.



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a Regular meeting of the Traverse City council/board
(regular or special) (township, city, village)

called to order by _____ on March 17, 2014 at 7:00 PM
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Karukera, LLC, d/b/a Bistro Fou Fou
(name of applicant)

for the following license(s): Banquet Facility Permit and Catering Permit
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit

to be located at 106 E. Front Street, Traverse City, MI 49684

be considered for _____
(approval or disapproval)

Approval

Disapproval

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the Traverse City
 council/board at a Regular meeting held on March 17, 2014 .
(regular or special) (date) (township, city, village)

Name and title of authorized officer (please print): _____

Signature and date of authorized clerk: _____

Phone number and e-mail of authorized officer: _____



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: ORDINANCE – PROCESS FOR NOTIFICATION OF SINGLE-PARCEL SPECIAL ASSESSMENTS

Attached is a memo from City Clerk Benjamin Marentette recommending the attached ordinance amendment to require that the City Clerk's Office provide notification of special assessment on a single parcel within seven calendar days of Commission action, rather than 48 hours of Commission action.

I recommend the following motion:

that an amendment to the Traverse City Code of Ordinances, *Notification Process for Single-Parcel Special Assessments*, Section 232.04, which would require that the City Clerk provide notice of a special assessment on a single parcel within 7 calendar days rather than within 48 hours of adoption of a single-parcel special assessment, be introduced and scheduled for possible enactment on April 7, 2014.

JJO/bcm

K:tcclerk\City Commission\ordinance amendments\special assessment single parcel notification

copy: Polly Cairns, City Assessor

Memorandum

The City of Traverse City



To: Jered Ottenwess, City Manager
Copy: Polly Cairns, City Assessor
From: Benjamin Marentette, City Clerk
Date: Tuesday, March 11, 2014
Subject: NOTIFICATION PROCESS FOR SINGLE-PARCEL SPECIAL ASSESSMENTS

I recommend that Ordinance section 232.04 be amended to require the City Clerk's Office to provide notification of a single-parcel special assessment within 7 calendar days of City Commission approval, rather than 48 hours.

This would provide additional time for our office to provide such notification and reduce the opportunity for a challenge if the notification wasn't provided within the current requirement of 48 hours from adoption. It would, however, retain the requirement that notice be provided within a reasonable time.

This was brought to light with the single-parcel special assessment on Barlow Street that was approved at the March 3 meeting; I have reviewed this with Acting City Attorney Karrie Zeits and she has indicated there is no requirement in Michigan law for such notification.

Our ordinance requires notification in the case of single parcel special assessments because they are typically initiated by the city and not the parcel owner – and the notice is an effort to provide additional communication in these instances where the parcel owner likely did not initiate the special assessment. (Our ordinance also requires 30 days advance notice to the single parcel owner of when the Commission will consider the special assessment.)

As always, please let me know if you have any questions or would like to discuss.

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: NOTIFICATION PROCESS FOR SINGLE-PARCEL SPECIAL ASSESSMENTS

THE CITY OF TRAVERSE CITY ORDAINS:

That Section 232.04, *Procedure for Assessing Single Parcels*, of the Traverse City Code of Ordinances, be enacted/amended to read in its entirety as follows:

232.01 CITY COMMISSION AUTHORITY

The City Commission shall have the power to determine by resolution, with or without petition, that the whole or any part of the cost of any public improvement or abatement necessary to preserve the public health, safety, and welfare shall be defrayed by special assessment upon the property in special districts especially benefited but such determination shall not be made until the preliminary proceedings provided for in this Chapter shall have been completed. In all cases, public improvements and hazard abatement shall be made at the discretion of the City Commission. Advisory petitions for improvements may be submitted to the City Commission but they shall be advisory only and shall not be jurisdictional.

(Ord. 819. Passed 1-5-09.)

232.02 INITIATION OF PUBLIC IMPROVEMENTS.

- (a) Filing of Petitions. The initiation of a public improvement, any part of the expense of which is to be assessed against one or more lots or parcels of real estate in proportion to the probable benefit to be derived there from, may be made by petition to the City Commission, signed by the owners of 50% or more of the owners of the property to be benefited by the improvement. To permit proper planning, designing and financing, petitions for capital improvement should be filed by April 1. If a petition is filed after April 1 and the City Engineer determines the costs will appreciably change, a new petition with the revised cost information shall be circulated before the petition may be considered. The City Commission may not be able to consider any such request or petition which is filed later than April 1 of each year.
- (b) Contents of Petitions. Petitions shall be presented on forms provided by the City Clerk and shall set forth the location, extent and character of the desired improvement, the portion of the total cost which is proposed to be assessed against the property to be benefited, and the number of annual installments in which the assessment is to be divided.
- (c) City Commission Initiation. Public improvements may be initiated by City Commission resolution.
 - (1) If written objections to a proposed improvement where the cost is proposed to be defrayed in whole or in part by special assessment have been filed with the City

BMarentette

K:\tcclerk\ordinances\pending\232.04

Assessor by the owners of more than one –half of the parcels to be assessed at or before the public hearing provided for in Section 232.03, the City Commission shall not proceed with the improvement except by the affirmative vote of 6 members of the City Commission.

- (d) **Waiver of Notice of Hearing.** The owner of record of any lot or premises may, at any time, execute, in writing, a "Waiver of Notice and Proceedings", and may file the same with the City Clerk, waiving any or all notice of hearing and other proceedings required in this chapter and in the City Charter and authorizing the City Commission to make such special assessment as the City Commission may determine against the owner and his or her property without further notice. The City Commission may thereupon, by resolution, authorize the City Manager to proceed with the improvement. Any special assessment so made shall, upon confirmation of the assessment by the City Commission, be considered the same as any other special assessment formally made under the City Charter, notwithstanding the omission of any notice or proceeding so waived.

(Ord. 819. Passed 1-5-09. Ord. 847. Passed 10-19-09.)

232.03

SPECIAL ASSESSMENT DISTRICT PROCEDURES

- (a) **Resolution on Public Improvement.** The City Commission may, by resolution determine to make an improvement and to defray the whole or any part of the cost of the improvement by special assessment upon the property especially benefited in proportion to the benefits derived or to be derived. By such resolution, the City Commission shall approve the preliminary plans for the improvement, determine the estimated cost thereof, determine what proportion of the cost of the improvement shall be paid by special assessment upon the property especially benefited and what proportion, if any, shall be a general obligation of the City, designate the special assessment district or land and premises upon which special assessments shall be levied and direct the City Assessor to prepare a special assessment roll in accordance with the City Commission's determination and to report the same to the City Commission for conformation. The City Commission may also direct the City Engineer to proceed with the preparation of final plans and specification for the improvement and may authorize the City Engineer to proceed with the advertising and taking of bids in accordance with City purchase requirements.
- (b) **Assessment of Engineering Costs.** In the event that an improvement for which a petition has been filed receive initiatory approval and hearing of necessity approval from the Commission but does not receive final construction approval, any cost incurred in the preparation of preliminary and final plans and specification may be assessed against the parcel of that would have benefited if the improvement had been made. Cost shall be assessed against the aforementioned parcels of land according to the provisions of this Chapter.
- (c) **Setting the Public Hearing.** Upon receipt of a special assessment roll, the Commission shall:
- (1) Order it filed in the office of the City Clerk for public examination,
 - (2) Fix the time and place when it will meet and review the roll and hear all persons

BMarentette

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parcel and the name of the owner, if known, shall be reported to the City Treasurer who shall immediately bill the owner, if known.

- (b) Notification of Assessment. The bill shall be sent by first class mail to the owner of the lot or tax parcel to be assessed and the bill shall notify the owner of the time of the meeting of the Commission, not sooner than 30 days thereafter, when the Commission will meet for the purpose of adopting a resolution placing a special assessment upon the lot or tax parcel for the charges unless the charges are paid prior to the date of the meeting.
- (c) Resolution of Special Assessment. At the meeting the Commission shall adopt, a special assessment resolution covering each lot or tax parcel for which charges have not been paid in full. As many lots or tax parcels may be included in a single resolution as shall be convenient. Upon adoption of the resolution, the Commission may authorize installment payments, and if installment payments are authorized, shall determine the number of installments and the rate of interest to be charged, but not to exceed six percent per annum.
- (d) Notice of Resolution. Within ~~seven calendar days~~ ~~48 hours~~ after the adoption of the resolution, the Clerk shall give notice of the lot or tax parcel owners. The notice shall be sent by first class mail to the last known addresses of the persons as shown on the assessment records of the city, or by publication. The notice shall state the basis of the assessment, the amount, and shall give a reasonable time, not less than 30 days, within which payment shall be made to the Treasurer.
- (e) Placement of Lien on Tax Roll. In all cases where payment is not made within the time set, the fact shall be reported by the Treasurer to the Assessor, who shall charge the amounts, together with a penalty as allowed by Charter, against the persons or lots or tax parcels chargeable, on the next tax roll. The special assessment resolution shall be treated as a special assessment roll and the adoption of the resolution shall correspond to the confirmation of a special assessment roll.
- (f) Other Provisions Not Applicable. The provisions of the preceding sections of this chapter with reference to special assessments generally and the proceedings necessary before making the improvements, shall not apply to assessments contemplated under this section.

(Ord. 819. Passed 1-5-09.)

232.05 FINANCING AND PAYMENT.

- (a) Payment in Full. A property owner may pay the full assessment on all special assessment projects in cash and save the interest charges.
- (b) Payment in Full upon Transfer. Special assessment are payable in full upon transfer of title to the property and upon any land division or boundary adjustment.
- (c) Installment Payments. Installments, plus interest not to exceed 6% may be made on any unpaid balance, except as otherwise provided by law. The property owner may make full payment of the balance at any time during the assessment period, plus interest due on the date of such payment.
- (d) Installment Periods. The Installment period for improvements shall be as follows:

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- (1) Water Mains. Not to exceed 10 years.
- (2) Sanitary Sewers. Not to exceed 10 years
- (3) Storm Sewers. Not to exceed 10 years.
- (4) Curb and Gutter. Not to exceed 20 years.
- (5) Street. Not to exceed 20 years.
- (6) Alley. Not to exceed 10 years.
- (7) Sidewalks. Not to exceed 20 years.

(Ord. 819. Passed 1-5-09.)

232.06 ATTACHMENT OF LIEN

All special assessments contained in any special roll, including any part thereof deferred as to payment, shall, from the date of confirmation of such roll, constitute a lien upon the respective lots or parcels of land assessed and until paid shall be a charge against the respective owners of the lots and parcels of land. Such line shall be of the same character and effect as the lien created for City taxes and shall include accrued interest and penalties. No judgment or decree, nor any act of the City Commission vacating a special assessment, shall destroy or impair the lien of the City upon the premises assessed for such amount of the assessment as may be equitably charged against the same, or as by a regular mode of proceeding might be lawfully assessed thereon.

(Ord. 819. Passed 1-5-09.)

232.07 COLLECTION OF SPECIAL ASSEMENTS

- (a) Installments. The special assessment roll shall be transmitted by the Clerk to the Treasurer for collection, immediately after its confirmation. The Treasurer shall divide the assessments into installments, when so ordered by the Commission; provided that, if such division operates to make any installment less than \$10.00, then the Treasurer shall reduce the number of installments so that each installment shall be above and as near \$10.00 as possible.
- (b) Delinquent Assessments. The Treasurer shall be charged with collecting all special assessments. After an assessment or any installment becomes delinquent, the Treasurer may add the entire assessment, with any interest, collection fee or penalty, to the annual tax bill of the City attributable to the lot or premises involved, or may collect it separately by the tax sale procedure.
- (c) Additional Remedies. In addition to any other remedies and without impairing the lien therefore, any delinquent special assessment in its entire amount, together with interest, collection fees and penalties, may be collected in an action at law in the name of the City against the person assessed or liable for the same, in any court having jurisdiction thereof.

(Ord. 819. Passed 1-5-09.)

232.08 STANDARDS FOR IMPROVEMENTS.

The Standards and Specifications for improvements made according to this Chapter shall be established by written policy of the City Engineer.

(Ord. 819. Passed 1-5-09.)

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The effective date of this Ordinance is the _____ day of _____, 2014.

I hereby certify the above ordinance amendment was introduced on _____, at a regular meeting of the City Commission and was enacted on _____, at a regular meeting of the City Commission by a vote of Yes: ____ No: ____ at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Michael Estes, Mayor

Benjamin C. Marentette, City Clerk

I hereby certify that a notice of adoption of the above ordinance was published in the Traverse City Record Eagle, a daily newspaper published in Traverse City, Michigan, on _____.

Benjamin C. Marentette, City Clerk



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: LARRY C. HARDY PARKING DECK FREE PARKING
SCHEDULE RECOMMENDATION

Attached is a memo from Rob Bacigalupi Downtown Development Authority (DDA) Executive Director, indicating the DDA Board's recommendation to eliminate free parking in the Larry C. Hardy Parking Deck on weekends and after 5 p.m. on weekdays during the months of May, September and October. Free parking would continue to be provided at the Larry C. Hardy Parking Deck during these times from November through April.

I recommend the following motion:

that the free parking on the weekends and evenings in May, September, October at the Larry C. Hardy Parking Deck be eliminated, as recommended by the Downtown Development Authority Board of Trustees.

JJO/bcm

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e-copy Rob Bacigalupi, Downtown Development Authority Executive
Director



To: Jered Ottenwess, City Manager

From: Rob Bacigalupi, Executive Director

RMB

Re: Free Parking Program in Hardy Deck

Date: Friday, February 28, 2014

We have been offering free parking at the Hardy Deck on weekday evenings and weekends to promote usage during those times. Since a change last year, we offered this program September through May with the understanding that in June, July and August, demand for parking at the Hardy Deck spikes with summer visitors. At their February meeting, the DDA Board considered a staff recommendation to eliminate September from the program, and after discussing it, recommended eliminating September, October and May. This would leave the program in effect for the months of November through April. Specifically, there was a *motion by Bagdon-McCallum, seconded by Chapman that the DDA Board of Directors amend the months that free parking on evenings and weekends is offered at the Hardy Deck to exclude September, October and May leaving the six months of November through April.* The motion carried 9-0.

The staff recommendation came from our Parking & Access Committee, who met on January 31, 2014 and discussed, among other things, this issue. The Committee agreed that September is a month where parking is at a premium and should be managed with pricing. The DDA Board discussed that May and October are also months with heavy visitor traffic and therefore heavy parking pressure at the Hardy Deck.



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ^{JO} JERED OTTENWESS, CITY MANAGER

SUBJECT: SENIOR CENTER ARCHITECT

Attached is a letter from Lori Wells, Grand Traverse County Commission on Aging Deputy Director, requesting that the City contract with Cornwell Architects to provide architectural and engineering services for the renovation of the existing Senior Center facility. As explained by Ms. Wells, the Senior Center Steering Committee has determined, following a feasibility study, that it would be best to proceed with renovating the existing Senior Center building rather than constructing a new building.

Engaging Cornwell Architects for this work formalizes the relationship which started back in early 2011 to improve services at the existing site by working on programming and space needs. The current scope would evaluate the existing facilities, create priorities for renovations, and provide a schematic design and cost estimate for fundraising. The funds for the architectural services have been raised through contributions. (Funds for the renovation project will be raised through a capital campaign.) Additional phases of architectural services will be brought back to the Commission for consideration.

We did not seek competitive bids because Cornwell Architects is familiar with the needs of the Senior Center, which will enhance the quality of the work and lessen the time to complete, and a positive working relationship has been established. I believe the public interest is best served without competitive bidding in this instance.

I recommend the motion on the following page (5 affirmative votes required).

-See following page-

that the competitive bidding process be waived; and that the City Manager be authorized to issue a service order in the amount of \$6,800.00 to Cornwell Architects, to prepare a schematic design, evaluate existing facilities and create priorities for renovation to the Senior Center, with funds available in the Senior Center Building Fund.

JO/jd

K:\tcclerk\city commission\service orders\senior center architectural services

cc: Tim Lodge, City Engineer



TRAVERSE CITY

INTERLOCHEN

KINGSLEY

ACME

www.tcseniorcenter.com
231-922-4911

DATE: March 11, 2014

TO: Makayla Vitous, Assistant City Manager
FROM: Lori Wells, GTCOA Deputy Director

RE: Architect Proposal Senior Center Building Renovation

Lori Wells

DEPUTY DIRECTOR
lwells@grandtraverse.org

Ericca Hovie

**PROGRAM
COORDINATOR**
ehovie@grandtraverse.org

Sharon Neumann

**OUTREACH PROGRAM
COORDINATOR**
sneumann@grandtraverse.org

Brandy Hansen

OFFICE CLERK
bhansen@grandtraverse.org

The Senior Center has been working for years to make changes to our current building as it is in need of renovation to continue meeting the needs of the senior center participants. A steering committee made up of participants, City/County board members, citizens and myself have explored many options. After consideration of a Feasibility Study, consultation with staff and steering committee members we are recommending we move forward with a building renovation project. We have received approval from the City Commission to utilize funds that have been collected for the building toward such project. The remainder of the funds will be generated with a capital campaign that will launch once the City and County Boards have approved a schematic design for the renovation.

We have worked with Cornwell Architects throughout this process to help us understand our potential costs, space limitations and such. At this time we would like to ask that we take the steps necessary to formalize our relationship with Cornwell Architects to proceed with the Design Phase up to \$6,800.00 with the subsequent phases to be authorized as the project develops and as funds are secured in the fundraising process. We have found this team easy to work with, they have spent a great deal of time with us and I feel that they understand our goals, our limitations and the various processes we will have to undergo to get the buy in from all interested parties for this project. Having to start over with another firm, I feel would delay our progress even further.

Thank you for your assistance with this project.

Cc: Georgia Durga, COA Director



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: PURCHASE OF HAZARDOUS MATERIALS RESPONSE
EQUIPMENT - 3 RKI EAGLES

Attached is a memo from Jim Tuller, Fire Chief, requesting approval to purchase three new RKI Eagle gas monitors for the Fire Department's Hazardous Materials Response Team, through the MIDeal program. The funds being used will be reimbursed by the State of Michigan and the City Commission at the March 3 meeting amended the budget to accept these grant dollars that will be provided for this purchase.

I recommend the following motion (5 affirmative votes required):

that the City Manager be authorized to issue a purchase order to Safeware, in the amount of \$10,349.69 for the purchase of new RKI Eagle gas monitors, with funds available in the Fire Department Fund, to be reimbursed by the State of Michigan.

cc: Jim Tuller, Fire Chief

Communication

From the Office of the Fire Chief

The City of Traverse City
Fire Department



Station 01, 500 West Front Street, Traverse City MI 49684

(231) 922-4930 Ext. 2

March 10, 2014

TO: Jered Ottenwess, City Manager

REF: Purchase of hazardous materials response equipment – 3 RKI Eagles

Jered,

The purpose of this communication is to request the authorization of a purchase order in the amount of \$10,349.69 to permit the purchase of 3 RKI Eagle gas monitors for use by the Hazardous Materials Response Team. The 3 new RKI gas monitors will replace 3 RKI gas monitors currently in service that are obsolete. RKI is a manufacturer of monitoring and detection equipment used in the fire and hazmat response services. The TCFD personnel are very familiar with the operation of the RKI units. Training received on the current units will transfer to the new units.

The funds being used will be reimbursed by the State of Michigan and were part of the Consent Calendar approval action taken by the City Commission during the Regular Commission Meeting held on March 03, 2014.

Below is an excerpt from my memo of February 25, 2014 regarding the maintenance funds where these units will be purchased from:

- Maintenance funds:
 - \$30,000 has been set aside at the Homeland Security Planning Board for use to maintain current Hazmat Team equipment and materials. Projects under this heading are to replace air monitors, air pack tanks, chemical sensors, and other items to maintain readiness.

The purchase of the 3 RKI monitors will be made through the MI-Deal program.

I am available at any time to discuss this project further.

Respectfully,

A handwritten signature in blue ink that reads "Chief Tuller".

Chief Tuller,
T.C.F.D.



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: PURCHASE OF HAZARDOUS MATERIALS RESPONSE
EQUIPMENT - SCBA CYLINDERS

Attached is a memo from Jim Tuller, Fire Chief, requesting approval to purchase Self-Contained Breathing Apparatus cylinders for the Fire Department's Hazardous Materials Response Team, through the MIDeal program. The funds being used will be reimbursed by the State of Michigan and the City Commission at the March 3 meeting amended the budget to accept these grant dollars that will be provided for this purchase.

I recommend the following motion (5 affirmative votes required):

that the City Manager be authorized to issue a purchase order to Safeware, in the amount of \$13,246.55 for the purchase of new SCBAs, with funds available in the Fire Department Fund, to be reimbursed by the State of Michigan.

cc: Jim Tuller, Fire Chief

Communication

From the Office of the Fire Chief

The City of Traverse City
Fire Department



Station 01, 500 West Front Street, Traverse City MI 49684

(231) 922-4930 Ext. 2

March 11, 2014

TO: Jered Ottenwess, City Manager

REF: Purchase of hazardous materials response equipment – SCBA cylinders

Jered,

The purpose of this communication is to request the authorization of a purchase order in the amount of \$13,246.55 to permit the purchase of Self-Contained Breathing Apparatus cylinders for use by the Hazardous Materials Response Team. The new cylinders will replace those that are nearing the end of their service life and are compatible with SCBA equipment currently in service.

The funds being used will be reimbursed by the State of Michigan and were part of the Consent Calendar approval action taken by the City Commission during the Regular Commission Meeting held on March 03, 2014.

Below is an excerpt from my memo of February 25, 2014 regarding the maintenance funds where these units will be purchased from:

- Maintenance funds:
 - \$30,000 has been set aside at the Homeland Security Planning Board for use to maintain current Hazmat Team equipment and materials. Projects under this heading are to replace air monitors, air pack tanks, chemical sensors, and other items to maintain readiness.

The purchase of the SCBA cylinders will be made through the MI-Deal program.

I am available at any time to discuss this project further.

Respectfully,

A handwritten signature in blue ink that reads "Chief Tuller".

Chief Tuller,
T.C.F.D.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ^{JO}JERED OTTENWESS, CITY MANAGER

SUBJECT: CONDITIONAL REZONING REVERSION – 10597 EAST
TRAVERSE HIGHWAY

Attached is a memo from City Planning Director Russell Soyring indicating the Planning Commission's recommendation that the property at 10597 East Traverse Highway be conditionally rezoned, which is a requirement of the city's Conditional Rezoning Ordinance, given the fact that the project for which the property has been rezoned was not constructed.

I recommend the following motion:

that an amendment to the Traverse City Code of Ordinances, which would rezone the property located at 10597 East Traverse Highway from R-9(A) to R1-b MU, to revert the conditionally-rezoned property to its zoning prior to the conditional rezoning, as recommended by the City Planning Commission, be introduced and scheduled for possible enactment on April 7, 2014.

JJO/bcm

K:\tcclerk\city commission\ordinance amendments\conditional rezoning reversion 10597 east traverse highway

e-copy: Russell Soyring, City Planning Director

Memorandum

The City of Traverse City
Planning Department



TO: Jered Ottenwess, City Manager

FROM: Russell A. Soyring, Planning Director 

DATE: March 10, 2014

SUBJECT: Conditional Rezoning Reversion for 10597 East Traverse Highway

On March 4, 2014, the Planning Commission recommended on a 9-0 vote, to rezone the property located 10597 East Traverse Highway from R-9 (A) (Multiple Family Dwelling Districts) to R1-b MU (Mixed Use PUD Morgan Farm). Please see site map attached. This action was initiated by the Planning Commission because the development had not started and it is improbable that the development will be 75 % complete as required by the conditional zoning agreement by May 16, 2014. The zoning ordinance states conditional rezonings expire and are void of no effect after two years unless the City Commission for good cause extends the period for one year, which in this case the City Commission did approve the one year extension last year.

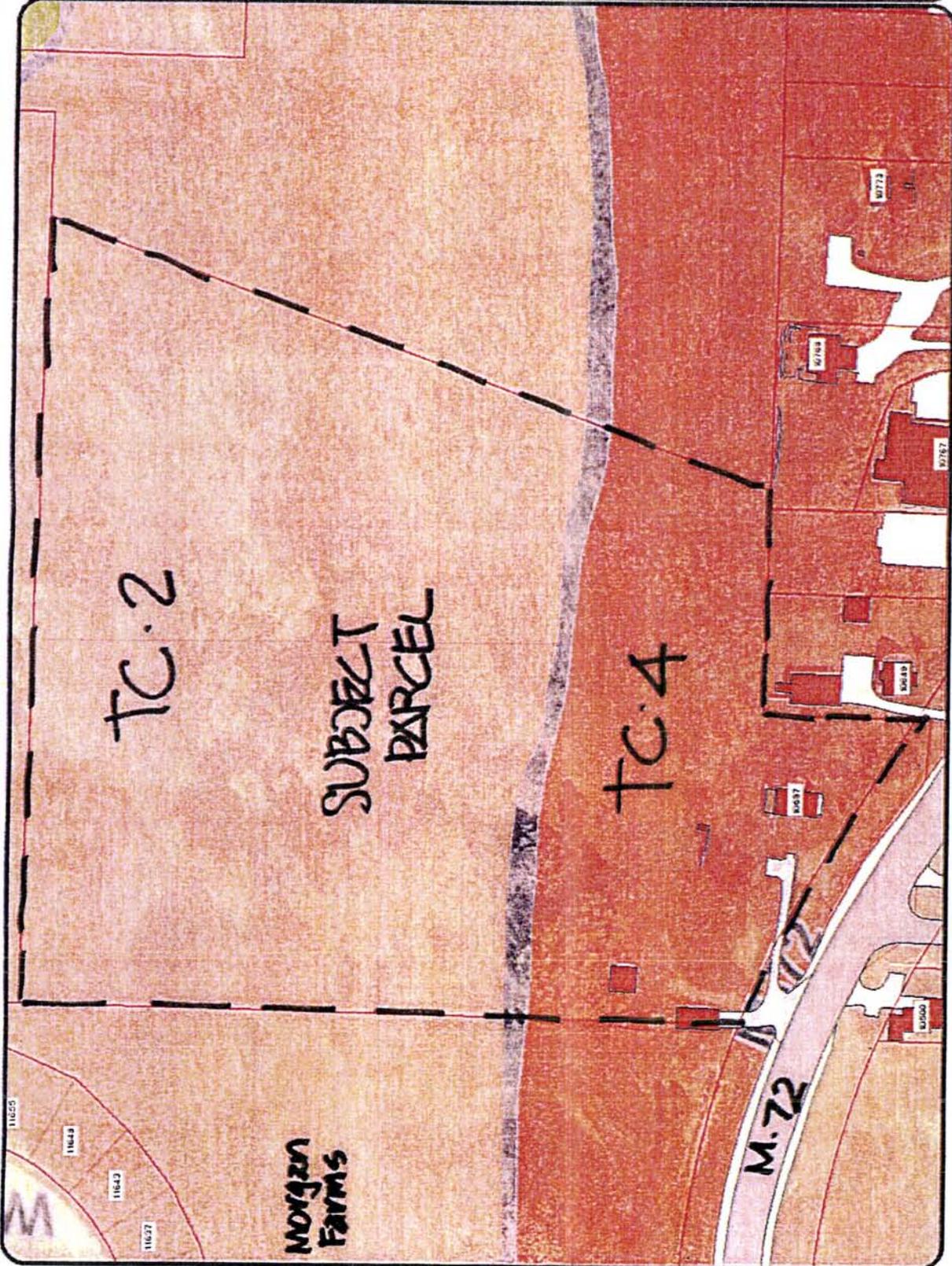
On January 7, 2014 the Planning Commission held a public hearing to begin a reversionary process to change the zoning at 10597 East Traverse Highway from R-9 (Multiple Family Dwelling) to R-1b – Mixed Used PUD Morgan Farm. At the January 7, 2014 public hearing, representatives of Traverse City State Bank, who are the current owners of the property, requested that no action be taken to change the current zoning so that the interested developer for the property could make formal submission to MSHDA for financing in February. There was no other public comment. The Planning Commission held the public hearing on the matter on January 7, 2014, but deferred taking action until the March 4, 2014 meeting. Subsequently, the interested developer for the project backed out of the project. The Bank has indicated that there is a current back-up offer on the property.

Please pass on the Planning Commission's recommendation to the City Commission so the reversionary rezoning process can be completed.



1 inch = 100 feet

Map data provided by Esri, DeLorme, Garmin, and other sources. All rights reserved. © 2011 Esri. All other rights reserved.





Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: JERED OTTENWESS, CITY MANAGER

SUBJECT: OPERA HOUSE DRESSING ROOM PROJECT

Attached is a memo from City Engineer Timothy Lodge regarding the Opera House Dressing Room Project. There are two actions in connection with this matter for the Commission's consideration at the meeting Monday evening:

- 1.) To authorize an agreement for the City Opera House Heritage Association (COHHA) to provide funds for the project (the total project costs, including design services and actual construction, are estimated at \$130,000); and
- 2.) To authorize a consultant agreement with Architecture Technology in the amount of \$12,250 for design, permitting and construction related services. Competitive bids were not sought for this project in that the COHHA, who is providing the funds, would like to engage Architecture Technology for the work. I believe the public interest is best served without competitive bidding in this instance.

If these items are authorized, an agreement for the actual construction work will be brought to the Commission for consideration. I recommend the following motion (5 affirmative votes required):

that the Mayor and City Clerk execute an agreement with City Opera House Heritage Association for it to provide up to \$130,000 in funds to cover all costs associated with the Opera House Dressing Room Project, such contract subject to approval as to its substance by the City Manager and its form by the City Attorney; and that the Opera House Fund be amended by \$130,000 to reflect the receipt and expenditure of such funds; and further

-Motion continued on following page-

that the competitive bidding process be waived; and that the Mayor and City Clerk execute a consultant agreement with Architecture Technology, P.C., in the amount of \$12,250 for design, permitting, bidding and construction administration services in connection with the City Opera House Dressing Room Project, subject to receipt of funds by City Opera House Heritage Association, with funds available in the Opera House Fund.

JJO/bcm

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e-copy: Timothy Lodge, City Engineer

Memorandum

The City of Traverse City
Engineering Department



TO: Jered Ottenwess, City Manager
FROM: Timothy J. Lodge, City Engineer *TJ Lodge*
DATE: March 10, 2014
SUBJECT: Opera House Dressing Room Building Renovation

This memorandum is to outline the process for moving forward with the COHHA proposal to renovate the Opera House to provide dressing rooms. We recommend following the project procedure we established for the Bijou, Children's Garden and TACS boathouse. The documents created for these projects include:

1. Agreement to Provide Funds: To establish the fiduciary responsibility for the projects that the COHHA will provide the funds for the project. Currently the budget is established to be \$130,000 for the project.
2. Consultant Agreement: An agreement with a prime professional Architect for the design of the improvements to determine the Scope of Services. We will be using the design documentation prepared for the Opera House by Quinn Evans Architects in 2001 and modify the design as may be required to meet our current needs and prepare plans and specifications for the work. Also included will be construction administration by the Architect with periodic site visits and processing Contractor payments and project close out. We have discussed the project with the Architectural firm of Architecture Technology, P.C. as recommended by representatives of the COHHA.
3. Standard City of Traverse City Construction Contract: including bond, insurance, schedule and General Specifications modified to account for the unique contract provisions of the project
4. Management and Operations Agreement: Is contained in the current lease with the COHHA and will not require modification to accomplish this improvement.

Following this established procedure will allow the project to proceed and maintain conformance with the City's purchasing policy and state regulations for public improvements exceeding \$50,000. Therefore, we recommend that the proper City officials be authorized to execute an Agreement to Provide Funds with the COHHA and;

Furthermore, we recommend that the proper City officials be authorized to execute a Consultant Agreement with Architecture Technology, P.C. in the amount of \$12,250 for completing the review and evaluation of existing design documentation, design including plans and specifications, permitting, bidding and related contract and construction administration services for the project, with funds available as stipulated in the Agreement to Provide Funds. The Construction Contract will be brought to the City Commission after bids are received.

**AGREEMENT TO PROVIDE FUNDS FOR CITY OPERA HOUSE DRESSING
ROOM RENOVATION AND CONSTRUCTION**

THIS AGREEMENT made the ____ day of _____, 2014, by and between **CITY OF TRAVERSE CITY**, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan 49684, (the "City") the **CITY OPERA HOUSE HERITAGE ASSOCIATION** a Michigan non-profit of _____ (the "COHHA").

WITNESSETH

WHEREAS, the COHHA desires to renovate the Dressing Rooms at the City Opera House and has agreed to provide the funds to the City for such purpose;

WHEREAS, the COHHA desires the City to engage an architect for the purpose of designing the Opera House Dressing Room Renovation and Construction project; and

WHEREAS, the City has received a proposal for such service in the amount of \$12,250 from Architectural Technology (the "Architect");

WHEREAS, the City has authorized a consultant agreement with the Architect (the "Agreement") provided that funds for the Agreement are provided by the COHHA; and

WHEREAS, the City will contract for construction (the "Contract") of the Dressing Room Renovation on the basis of the plans and specifications prepared by the Architect provided that funds estimated to be \$117,750 including contingencies for the Contract are provided by the COHHA; and

WHEREAS, the COHHA agrees to provide the funds for the Agreement and the Contract under the terms and conditions contained herein.

NOW THEREFORE, the City and COHHA agree as follows:

1. The COHHA shall provide sufficient funds to compensate the Architect for the design of the renovation and construction of the Dressing Rooms in the Opera House under the terms and conditions contained within the Agreement between the City and the Architect.
2. The funds shall be provided by the COHHA within 15 days from the date the City approves the invoice submitted by the Architect
3. The COHHA shall provide sufficient funds to compensate the selected Contractor under the Contract with the City for the construction of the renovation and construction of the Dressing Rooms in the Opera House under the terms and conditions contained within the Contract between the City and the Contractor.

4 The funds in the amount of the Contract award shall be provided by the COHHA within 15 days from the date the City awards the Contract to the selected Contractor. In the event that the final Contract price following completion of construction and acceptance by the City is less than the funds provided by the COHHA, the City shall refund the difference to the COHHA. In the event that the final Contract price following completion of the construction and acceptance by the City is greater than the funds provided by the COHHA, COHHA shall reimburse the City the additional amount within 15 days from the receipt of an invoice from the City for the additional amount.

Dated: _____, 2014

CITY OF TRAVERSE CITY

Michael Estes, Mayor

Benjamin C. Marentette, City Clerk

Dated: _____, 2014

CITY OPERA HOUSE HERITAGE
ASSOCIATION

By:
Its:

Approved as to Substance:

Jered Ottenwess, City Manager

Approved as to Form:

Karrie A. Zeits, Acting City Attorney



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ^{JO} JERED OTTENWESS, CITY MANAGER

SUBJECT: CLINCH PARK CONCESSION AGREEMENT

The City has had an agreement with Mike Sutherland and his Company, The River Traverse City LLC, to operate the concession stand at Clinch Park for four years. The original agreement was for the 2010, 2011 and 2012 seasons, with an amendment in October 2012 that extended the agreement for three one-year terms, with each renewal to be approved by the City Manager upon satisfactory performance. Mr. Sutherland was the third operator of the concession stand since the Clinch Park Zoo closed, and staff felt that he had been the most successful. In addition, due to the renovations at Clinch Park it was thought that continuing with the same vendor offered some stability for the concession.

Now that both parties have had a chance to observe the 2013 concession operations in light of the renovations, City staff and Mike Sutherland have discussed the operations. As the recommended changes are significantly different than what the City Commission approved on October 15, 2012, staff is bringing the amendment back to the City Commission for approval. The changes to the agreement include:

- The name of the LLC is now Sweetwater Sea LLC dba The River.
- Compensation is recommended to be a set amount paid in four installments. Originally the compensation was 15% of gross revenues. A set amount will be easier to budget and administer.
 - 15% of gross revenue in 2013 generated approximately \$26,000.
 - The amendment includes a set amount of \$40,000, payable in staggered amounts so that the bulk of the fee is due later in the season.

- The vendor will monitor and maintain the public restrooms in the concession building during operating hours. A separate agreement for the major cleaning services with a third party will continue to be provided.
- New map addressing the areas of the park that can be specifically utilized including parking, storage, bike racks, etc. with vendor emptying the trash receptacles specified on the map. A copy of the map is attached for your reference – the map will be incorporated into the amendment. The agreement would be for May 1, 2014 through October 31, 2014, with one additional “season” in 2015 (May 1, 2015, through October 31, 2015) under the original approval.

In addition, Mike Sutherland has recently requested to rent beach chairs and umbrellas. Staff is currently reviewing the request as to how it would work in terms of display, fit with the renovations, and storage. Assuming agreement is reached on these items, I anticipate providing approval administratively.

I recommend the following motion (5 affirmative votes required):

that the Mayor and City Clerk execute the third amendment to the agreement with Sweetwater Sea LLC with terms as generally described in the City Manager’s March 13, 2014, communication (such agreement originally authorized May 7, 2010, and originally authorized with The River Traverse City), for it to provide concessions at Clinch Park, which extends the agreement for the second of three one-year terms, such agreement subject to approval as to its substance by the City Manager and its form by the City Attorney.

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CITY OF TRAVERSE CITY
VENDOR AGREEMENT

THIS AGREEMENT made this 17th day of May, 2010, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and THE RIVER TRAVERSE CITY, LLC, a limited liability company, of 7011 Leoric Drive, Traverse City, MI 49686 (the "Vendor");

WHEREAS, the City desires to engage the services of the Vendor to furnish technical and professional assistance concerning the project which is described as:

Operation of Concession/Vending Stand at the Clinch Park Area

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Notice
 - B. Request for Proposals/Bids
 - C. Scope of Services and Use Agreement
 - D. Vendor's Proposal/Bid
 - E. Schedule of Payments
 - F. Timetable for Activities
2. Scope of Services. The Vendor shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The Vendor agrees to pay the City fifteen percent (15%) of the gross receipts, (per season) for the right to operate a concession/vending stand at Clinch Park. In addition, the Vendor must pay \$50.00 per month for utilities when submitting each of the three monthly payments in July, August and September in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within ten working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Vendor to be a joint venture.

Orig: Clerk & Vendor
copy: Treasurer, Parks & Rec

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Vendor.

8. Indemnity. The Vendor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

9. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

A. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per

occurrence with the City being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Automobile Liability. The Vendor shall acquire and maintain during the life of this Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

10. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

11. Standard of Conduct. The Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

12. The City's Obligation. The City shall provide the Vendor with all information currently available to the City upon request of the Vendor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

13. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

14. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Vendor's duties under this Agreement must be in writing.

15. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor shall not subcontract unless agreed upon in writing by the City.

16. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

17. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

18. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. Qualifications of the Vendor. The Vendor specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

20. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

21. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

22. Termination.

A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or

modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

23. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

24. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

25. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

26. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

27. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

28. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Vendor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

29. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

30. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

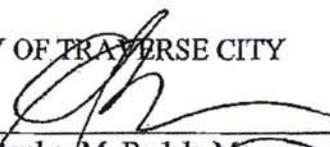
32. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

33. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

34. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By 
Christopher M. Bzdok, Mayor

By 
Benjamin C. Marentetta, Deputy City Clerk

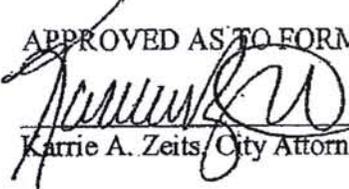
THE RIVER TRAVERSE CITY, LLC

APPROVED AS TO SUBSTANCE:



R. Ben Bifoss, City Manager

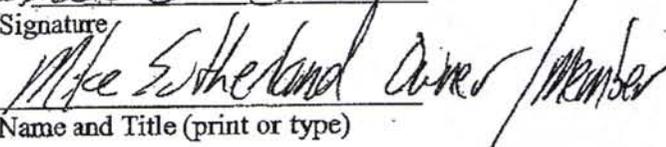
APPROVED AS TO FORM:



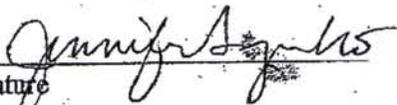
Karrie A. Zeits, City Attorney

By 

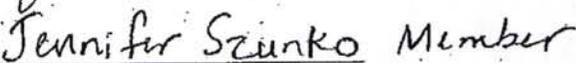
Signature



Name and Title (print or type)

By 

Signature



Name and Title (print or type)

SCHEDULE OF PAYMENTS

The Vendor agrees to pay the City the percent bid and accepted by the City, which is fifteen percent (15%) of the gross receipts, (per season) for the right to operate a concession/vending stand at Clinch Park. Payment to the City shall be as follows:

1. A monthly statement of sales (accounting of all concession/vending receipts) substantiated by cash register tapes along with the Financial Report (attached) must be submitted to City staff within 30 days after the end of each month.
2. Payment of the previous month's receipts percentage will be due on July 30, August 30, and September 30.
3. Should this Agreement be renewed by the Vendor and the City, successive years' payment schedule shall be agreed upon by the City and the Vendor at the time of renewal.
4. In addition, the Vendor must pay \$50.00 per month for utilities when submitting each of the three monthly payments in July, August and September.

Fw: paperwork is in!
Lauren Vaughn
to:
psandtve, gkmilatz
05/27/2010 11:37 AM
Show Details

Here is the e-mail approval of the Scope of Services and Use Agreement.

Lauren A. Vaughn
Parks and Recreation Superintendent

----- Forwarded by Lauren Vaughn/City Parks/GTC on 05/27/2010 11:37 AM -----

Jennifer Szunko <jenwally@charter.net>

To Lauren Vaughn <LVaughn@ci.traverse-city.mi.us>

cc fishabelle@hotmail.com, walfyscars@hotmail.com

05/27/2010 10:51 AM

Subject Re: paperwork is in!

We have all reviewed and approve! Thanks so much. You can reach me on my cell phone so we can arrange a time to meet for the key hand-off!

Jennifer Szunko 231-357-6668

----- Lauren Vaughn <LVaughn@ci.traverse-city.mi.us> wrote:

Jennifer and all,

We are almost there! I need you to look over the attached document that will be attached to the contract as part of the vendor agreement. It covers a few things but most importantly covers the use areas that we talked about last Friday down at Clinch Park. Please review the document and acknowledge by e-mail that this is acceptable and then the final signatures will be added to the document and you can get the keys.

Thanks.

Lauren

Lauren A. Vaughn
Parks and Recreation Superintendent

SCOPE OF SERVICES AND USE AGREEMENT

SCOPE OF SERVICES

1. The Vendor shall operate one concession/vending stand at Clinch Park in a building to be provided by the City. Services shall commence within ten days of execution of the Agreement and operate through Labor Day in September. The earliest opening date will be May 17, and the latest closing date will be September 28. The Vendor Agreement may be extended by the mutual written agreement of the Vendor and the City Manager.
2. The snack bar will be open seven days a week from a minimum of 11:00 a.m. to 5:00 p.m. with a closing time no later than 9:00 p.m. See Length and Hours of Operation.
3. Rental/Merchandise and Menu regulations are described in detail under Menu/Rental Schedule.
4. The Vendor's Proposal and the City's RFP are hereby incorporated herein by reference.
5. The Vendor will provide access to all concession/vending areas for authorized representatives of the City, Grand Traverse County Health Department, and the Michigan Department of Health for the purpose of inspection and/or maintenance. Vendor is responsible for any fines placed upon Vendor by the state for infractions occurring as a result of the Vendors actions.

USE AGREEMENT

1. Designated Premises: Clinch Park Concession Building, Old Zoo Ticket Booth, Former Turtle Pavilion, Brick and Wood Deck Areas adjacent to the Concession Stand, Grass Area adjacent to Brick Patio as indicated on attached map, incorporated herein by reference (the "Map"), for bike rental rack, boat launch, Former Aquatic Animals Building for storage, Beach Area depicted on the Map for launch and pick-up of kayaks as depicted on the Map.
2. Use of other Premises: The Vendor shall have general use of the park grounds to carry out its services in cooperation with the Parks & Recreation Department and the general public. The Vendor may utilize the Con Foster Building with the prior consent of the Parks & Recreation Department for public nature programming.
3. The Vendor shall use the premises for its services and the storage and maintenance of equipment related to said activities and no other purpose without consent of the City.
4. The Agreement shall automatically terminate if the Vendor dissolves or discontinues operation of its programs at the site.
5. This Agreement does not grant exclusive use of any of the premises set forth herein, other than the Concession Building except as stated herein, to the Vendor.

The attached RFP and Vendors Proposal are attached hereto and incorporated into the Vendor Agreement as Scope of Services.

TIMETABLE FOR ACTIVITIES

Vendor services shall commence within ten days and operate through the Monday of Labor Day weekend in early September. Hours of operation for Vendor services will be a minimum of 7 hours a day, 11:00 a.m. to 5:00 p.m., seven days a week for the entire season. The Vendor will have the option of opening earlier or closing later in the day, but no later than 9:00 p.m.

**FIRST AMENDMENT TO THE CITY OF TRAVERSE CITY
VENDOR AGREEMENT**

This is a first amendment (the "First Amendment") dated the 1st May, 2011, to the City of Traverse City Vendor Agreement dated the 17th day of May, 2010, (the "Agreement") between the City of Traverse City, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan, 49684, (the "City"), and The River Traverse City, LLC, a limited liability corporation, of 7011 Leorie Drive, Traverse City MI 49686, (the "Vendor").

Paragraph 9 is hereby amended to read in its entirety as follows:

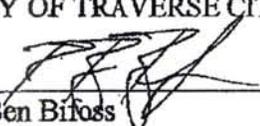
9. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Vendor is required to name the City as additional insured, and shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

Paragraph 13 is hereby amended to read in its entirety as follows:

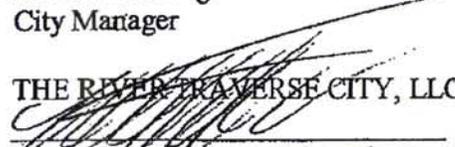
13. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

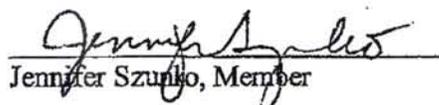
CITY OF TRAVERSE CITY



R. Ben Bifoss
City Manager

THE RIVER TRAVERSE CITY, LLC


Mike Sutherland, Owner/Member



Jennifer Szunko, Member

original: Clerk + Vendor
cc: file, Treasurer, Parks + Rec

SECOND AMENDMENT TO THE CITY OF TRAVERSE CITY
VENDOR AGREEMENT

2 This is the Second Amendment (the "Second Amendment") dated October 12, 2013, to the City of Traverse City Vendor Agreement dated May 17, 2010, (the "Agreement") between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684 (the "City") and THE RIVER TRAVERSE CITY, LLC, a Michigan limited liability company, whose address is PO Box 2243, Traverse City, Michigan 49685 and has offices at 7011 Leorie Drive, Traverse City, Michigan 49686 (the "Vendor"). The parties hereby agree to amend their Vendor Agreement dated May 17, 2010 in the following manner:

1. The page labeled "Scope of Services and Use Agreement" shall be amended in the following manner:

1. Designated Premises: is amended to state in its entirety:

The areas indicted on the map (Attachment A) attached hereto and incorporated herein by reference, which shall replace the Map referred to in the Agreement, may be used by the Vendor as depicted on Attachment A. Vendor shall maintain all areas of use in a clean, orderly and tidy fashion. Due to the construction associated with the Clinch Park improvements which is ongoing at the time of this Second Amendment, the Parties agree to revisit Attachment A once construction has been completed in Clinch Park and make any necessary adjustments or amendments to Attachment A at that time.

2. Use of other Premises: is amended to state in its entirety:

The Vendor shall have general use of the park grounds to carry out its services in cooperation with the Parks & Recreation Department and the general public.

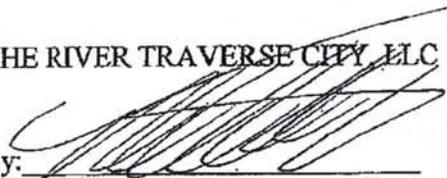
2. The "Timetable for Activities" shall be amended to state in its entirety:

Vendor services shall commence within ten days, or as permitted due to ongoing construction in Clinch Park, and operate through the Monday of Labor Day weekend in early September. Hours of operation for Vendor services will be a minimum of seven hours per day, 11:00 a.m. to 5:00 p.m., seven days a week for the entire season. The Vendor will have the option of opening earlier or closing later in the day, but no later than 9:00 p.m. The initial term of this Agreement shall consist of the 2013 season from May 2013 through September 2013. The term may subsequently be renewed for two one-year terms, the final term ending at the end of the season in September 2015. Renewal of this Agreement for the 2014 and 2015 seasons may be authorized by the City Manager by a letter agreement prior to the beginning of each respective season.

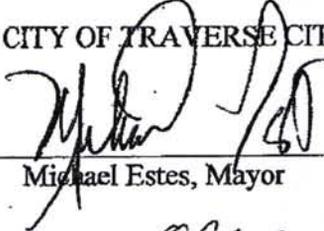
3. All other terms and conditions of the Agreement shall remain in full force and effect.

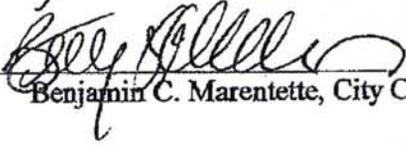
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first above written.

THE RIVER TRAVERSE CITY, LLC

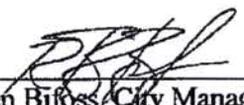
By: 
Mike Sutherland, Owner

THE CITY OF TRAVERSE CITY

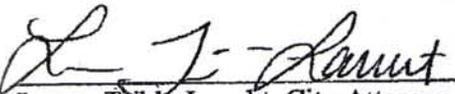
By: 
Michael Estes, Mayor

By: 
Benjamin C. Marentette, City Clerk

Approved as to Substance:


R. Ben Bifoss, City Manager

Approved as to Form:


Lauren Tribble-Laucht, City Attorney

THIRD AMENDMENT TO THE CITY OF TRAVERSE CITY
VENDOR AGREEMENT

This is the Third Amendment (the "Third Amendment") dated _____, 2014, to the City of Traverse City Vendor Agreement dated May 17, 2010, (the "Agreement") between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684 (the "City") and SWEETWATER SEA, LLC (dba "The River"), a Michigan limited liability company, whose registered address is 810 Cottageview Drive, Traverse City, Michigan 49684 (the "Vendor"). The parties hereby agree to amend their Vendor Agreement dated May 17, 2010 in the following manner:

1. Paragraph 3, Compensation and Method of Payment. Is amended to state in its entirety:

3. Compensation and Method of Payment. The Vendor agrees to pay the City forty thousand dollars (\$40,000.00) for the right to operate a concession/vending stand at Clinch Park during the 2014 season in accordance with the Schedule of Payments

2. The Schedule of Payments is amended to state in its entirety as:

The Vendor agrees to pay the City the total amount of forty thousand dollars (\$40,000.00) for the right to operate a concession/vending stand at Clinch Park during the 2014 season. Payment to the City shall be made as follows:

1. The City shall invoice the Vendor as follows and the Vendor shall pay each invoice within thirty (30) days:
 - a. June 15 invoice in the amount of four thousand dollars (\$4,000.00);
 - b. July 15 invoice in the amount of sixteen thousand dollars (\$16,000.00);
 - c. August 15 invoice in the amount of sixteen thousand dollars (\$16,000.00);
 - d. September 15 invoice in the amount of four thousand dollars (\$4,000.00).
2. Payment shall be made according to the instructions on the invoice.
3. Should this Agreement be renewed by the Vendor and the City, successive years' payment amount and schedule shall be agreed upon by the City and Vendor at the time of renewal.

3. The page labeled "Scope of Services and Use Agreement" shall be amended in the following manner:

1. The SCOPE OF SERVICES section shall be amended to add #6 as follows:

6. The Vendor shall be responsible to monitor and maintain the public bathrooms in the Concession Building. This shall include restocking of paper products and maintenance of the bathrooms in a clean, neat and orderly fashion during the hours that the concession stand is open for business. The City shall make paper products and cleaning supplies available to the Vendor for this purpose through a separate agreement for cleaning services with a third party.

2. Designated Premises: is amended to state in its entirety:

The areas indicted on the map (Attachment A) attached hereto and incorporated herein by reference, which shall replace all previous Maps referred to in the Agreement and subsequent amendments thereto, may be used by the Vendor as depicted on Attachment A. Vendor shall maintain all areas of use in a clean, orderly and tidy fashion. Vendor shall be responsible for emptying trash receptacles specified on Attachment A and maintaining those trash receptacles in a clean, neat and orderly fashion. Vendor shall place and maintain a protective mat under any grill placed on the patio area outside of the Concession Building to protect the surface of the patio.

3. Use of other Premises: is amended to state in its entirety:

The Vendor shall have general use of the park grounds in the areas specified on Attachment A to carry out its services in cooperation with the Parks & Recreation Division and the general public. Vendor may utilize the north portion of the Aquatics Building for storage in cooperation with the Parks & Recreation Division. Vendor may utilize the most easterly, hash-marked parking space south of Marina Drive as indicated on Attachment A for parking its kayak trailer in cooperation with the Parks & Recreation Division. Vendor may utilize the bike racks specified on Attachment A for storage of its rental bicycles in cooperation with the Parks & Recreation Division. Vendor may store kayaks, boats or other equipment for rental purposes on the retaining wall embankment south of the boat launch as indicated on Attachment A. Vendor may use the kayak rental shed located just south of the boat launch as specified on Attachment A for rental of kayaks and stand up paddle boards. Vendor may store equipment in the Aquatics Building and Concession Building during the time that the Vendor is open according to the Timetable for Activities. All equipment must be removed from storage by November 1 of each year.

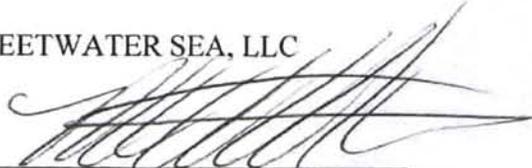
4. The "Timetable for Activities" shall be amended to state in its entirety:

Vendor services shall commence on May 1, 2014 and continue through October 31, 2014. Hours of operation for Vendor services will be a minimum of seven hours per day, 11:00 a.m. to 5:00 p.m., seven days a week for the entire season. The Vendor will have the option of opening earlier or closing later in the day, but no later than 9:00 p.m. The initial term of this Agreement consisted of the 2013 season from May 2013 through September 2013. The term may subsequently be renewed for one one-year term in addition to the current 2014 season, which is the subject of this Amendment. The final term shall conclude at the end of the season in September 2015. Renewal of this Agreement for the 2015 season may be authorized by the City Manager by a letter agreement prior to the beginning of the 2015 season.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first above written.

SWEETWATER SEA, LLC

By: 

Mike Sutherland, Owner

THE CITY OF TRAVERSE CITY

By: _____

Michael Estes, Mayor

By: _____

Benjamin C. Marentette, City Clerk

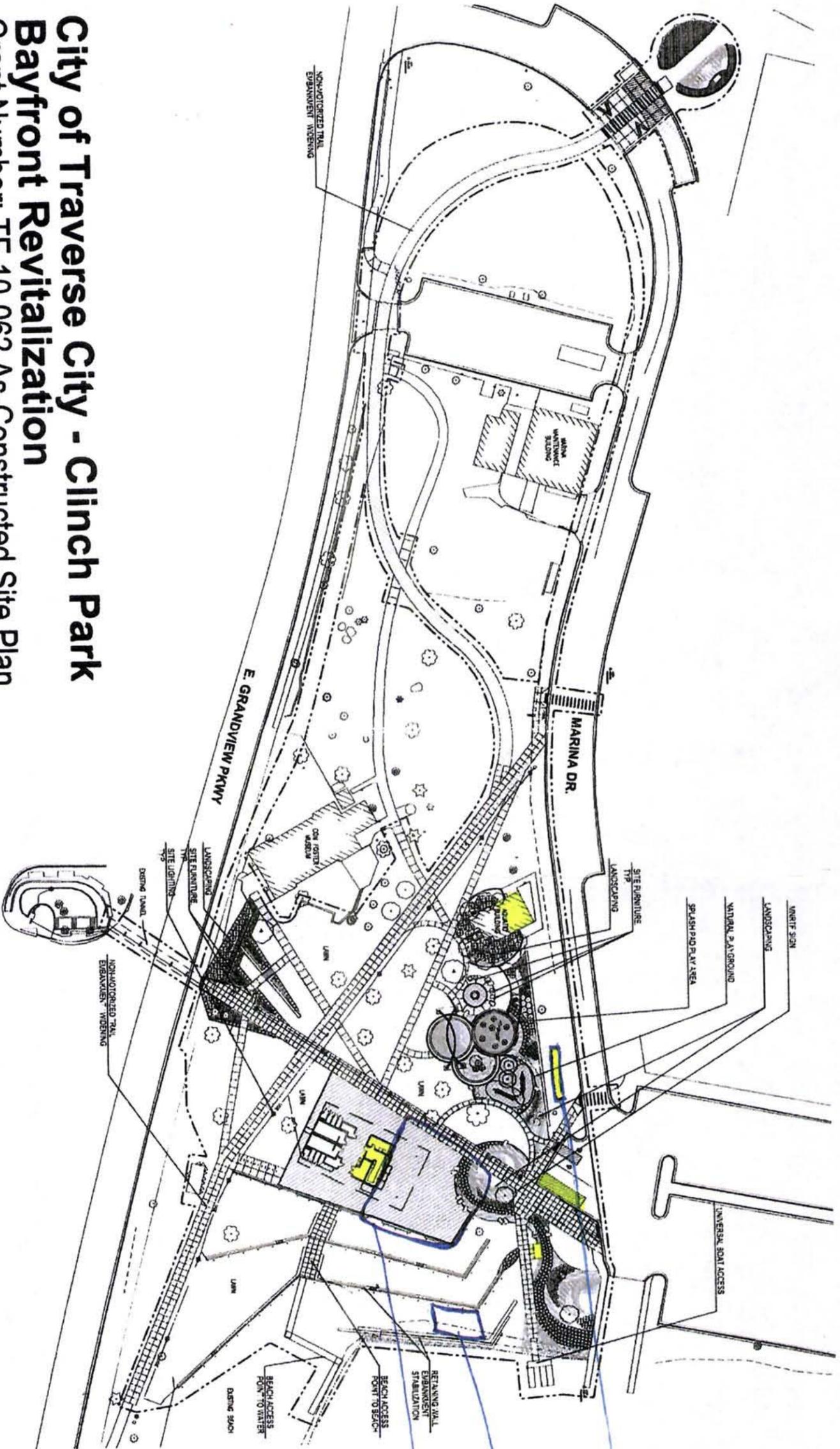
Approved as to Substance:

Jered Ottenwess, City Manager

Approved as to Form:

Lauren Tribble-Laucht, City Attorney

City of Traverse City - Clinch Park
Bayfront Revitalization
 Grant Number: TF 10-062 As-Constructed Site Plan



removable bike rack
for rented bikes

kayak storage

Vendor responsible for
emptying/maintaining trash
receptacles within this area

Attachment A
(Third Amendment)



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: PROPOSED CLASS ACTION LITIGATION

Attached please find a proposed Attorney Representation Agreement between Green & Noblin, PC and the City of Traverse City for your consideration at the meeting. The Acting City Attorney will send an attorney-client communication under separate cover.

As explained in more detail in the attached attorney-client communication, the City has been approached by Green & Noblin regarding participating in litigation currently pending in the United States District Court for the Eastern District of Michigan, Southern Division. The City would be joining the litigation as the first Michigan municipal plaintiff with the goal of becoming the representative of a class of all municipalities in Michigan in seeking recovery. The litigation involves allegations of price-fixing and bid-rigging of different auto components used in nearly every motor vehicle since 2000. The leading case of these concerns price-fixing and bid-rigging by manufacturers of electrical wire harness systems. Wire harness systems are used in every motor vehicle, including but not limited to Ford, Chrysler, General Motors, Honda, Mazda, Mitsubishi, Nissan, and Toyota. Garage records indicate that the City purchased 116 vehicles from 2000 to present that may qualify for damages under the litigation.

The price fixing allegations have been the subject of federal anti-trust investigations. As a result of these investigations, beginning in September 2011, the DOJ has obtained guilty pleas and imposed criminal fines on at least five manufacturers of electrical wire harness systems, or significant components of these systems, including, importantly, Yazaki Corporation, the largest manufacturer of wire harness systems, controlling almost 30% of the global market as of 2009, and four executives of the company. According to the plea agreement with the DOJ, during the relevant period (January 2000 through at least February

2010) Yazaki's sales of automotive wire harnesses and related products affecting automobiles manufactured in the United States and elsewhere totaled approximately \$2 billion. Yazaki agreed to pay \$470 million in criminal fines.

Under the terms of the proposed Attorney Representation Agreement, the City will not be responsible for any costs of the litigation, other than staff time to gather the records and depositions, or attorney fees. Green & Noblin would be compensated only if there is recovery and in an amount determined appropriate by the Court.

I recommend the following motion (5 affirmative votes required):

That the Mayor and City Clerk execute an Attorney Representation Agreement between Green & Noblin PC and the City of Traverse City to represent it as a plaintiff in regard to the City claims of price fixing of wire harnesses against affiliated wire harness systems and related product manufacturers as set forth in the Representation Agreement provided that such representation is at no cost to the City of Traverse City and subject to approval as to form by the City Attorney and as to substance by the City Manager.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made this ____ day of _____, 2014, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, 400 Boardman Avenue, Traverse City, Michigan 49684 ("City" or "Traverse City"), and GREEN & NOBLIN PC, of _____ (the "Attorneys" or "Firm").

1. Scope of Services. Represent the City with regard to Traverse City's claims with price fixing of wire harnesses against affiliated wire harness systems and related product manufacturers, including: (1) the Denso Defendants – comprised of Denso Corp. and Denso International America, Inc.; (2) the Fujikura Defendants – comprised of Fujikura Ltd. and Fujikura America, Inc.; (3) the Furukawa Defendants – comprised of Furukawa Electric Co., Ltd., American Furukawa, Inc. and Furukawa Wiring Systems America, Inc.; (4) the Lear Defendants – comprised of Lear Corp. and Kyungshin-Lear Sales & Engineering, LLC; (5) the Leoni Defendants – comprised of Leoni AG, Leoni Wiring Systems, Inc., Leonische Holding, Inc., Leoni Wire Inc. and Leoni Kabel GmbH; (6) the Sumitomo Defendants – comprised of Sumitomo Electric Industries, Ltd., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., K&S Wiring Systems, Inc. and Sumitomo Wiring Systems (U.S.A.) Inc.; (7) the S-Y Systems and Yazaki Defendants – comprised of S-Y Systems Technologies Europe GmbH, Yazaki Corporation, S-Y Systems Technologies America, LLC and Yazaki North America, Inc.; (8) the Tokai Rika Defendants – comprised of Tokai Rika Co., Ltd. and TRAM, Inc.; and (9) the G.S. Defendants – comprised of GS Electech, Inc., G.S. Wiring Systems Inc. and G.S.W. Manufacturing Inc., (collectively referred to as "DEFENDANTS"). Such representation shall occur on the following terms and conditions:

Attorneys shall undertake an investigation on behalf of Traverse City, and should they conclude that such action is indicated, shall use their best efforts to obtain certification of a class of similarly situated consumers in an action or actions to be filed by Attorneys on behalf of Traverse City. Traverse City agrees to cooperate with Attorneys in locating and reproducing its records that may be material to the investigation, discovery, prosecution and trial of the matter that is the subject of this Agreement, and to otherwise assist Attorneys efforts as reasonably requested.

The City Attorney will retain complete control over the course and conduct of the litigation, with the advice of the Firm, and the City Attorney shall retain the authority to reject any decision made by the firm or any settlement of the litigation.

2. Compensation and Method of Payment. In the event that an action is certified as a class action, Traverse City will retain the right, as a class member, under the rules applicable to class actions, to approve, oppose, or comment upon any proposed settlement of all or part of the class action, and to approve, oppose or comment upon any application for reimbursement of costs and award of attorneys' fees made therein by Attorneys. Attorneys shall not be entitled to recover costs or attorneys' fees from Traverse. If a benefit is obtained therein for the plaintiff class, either by settlement or judgment, Attorneys will apply to the court for reimbursement of

their costs and payment of their fees by defendants out of, or in addition to such recovery. The determination of the appropriate compensation to Attorneys will be made by the court.

In no event shall Attorneys be entitled to reimbursement of costs or payment of attorneys' fees by Traverse City if Attorneys' efforts do not ultimately result in a monetary recovery by Traverse City, except that in the event that Traverse City discharges Attorneys and thereafter makes a recovery in the matter that is subject of this Agreement, Traverse City will pay Attorneys or will petition the court to pay Attorneys from any such recovery, an amount equal to all costs incurred in this matter by Attorneys, plus an amount equal to the time expended multiplied by Attorneys' normal hourly rate or such amount as a multiple of Attorneys' lodestar that the court may award for Attorneys' efforts.

3. Class Representative Status. Traverse City acknowledges that it has discussed with Attorneys the duties of class representatives, understands those duties, and agrees to serve as a Class Representative for the plaintiff class or classes of which Traverse City is a member. The duties discussed are attached to, and incorporated in, this Agreement. Traverse City further acknowledges that Attorneys have made no promises about the outcome of this action and that any opinion offered by Attorneys in the future will not constitute a guaranty about the outcome of this action.

4. Period of Performance. This Agreement shall be effective commencing March 17, 2014, and shall continue through the date on which final judgment is entered in the trial court, including exhaustion of all appeals and any other post-trial remedies. Notwithstanding the foregoing, Traverse City may terminate this Agreement for Traverse City's convenience and without cause at any time by giving 30 days written notice of such termination.

5. Potential for Conflict. Traverse City understands that Attorneys represent other parties in the matter that is the subject of this Agreement, and that such joint representation may give rise to the possibility of conflicts of interest. Despite any such potential conflicts of interest, and despite the inherent disadvantages of joint representation, the Traverse City believes that they are significantly outweighed by the advantages of joint representation, and hereby waives any and all conflicts of interest arising from such joint representation. The Traverse City understands that it has the right, before signing this Agreement, to seek other legal advice on the matter, and the Traverse City has assured itself that this arrangement is satisfactory. This waiver is made after questions the Traverse City had were fully answered.

6. Independent Contractor. The relationship of the Firm and its employees to the City is that of an independent contractor, and in accordance therewith, the Firm covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the city or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

7. Firm Responsibility. The Firm shall perform the work in a good, professional and workmanlike manner and assume the risk in performing under this Agreement. The Firm shall

be solely responsible and answerable in damages for all improper work, accidents or injuries to persons or property resulting from actions or negligence of its officers, agents or employees.

8. Indemnity. The Firm shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Firm or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Firm to comply with the provisions of this Agreement. The Firm shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

9. Insurance. The Firm shall purchase and maintain professional liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence.

10. Workers Compensation. The Firm shall maintain suitable workers compensation insurance on its employees and the Firm shall provide a certificate of insurance, a copy of state approval for self-insurance to the City, or a workers compensation waiver upon execution of this Agreement.

11. Compliance with Regulations. The Firm shall comply with all applicable statutes, rules and regulations of all Federal, State and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Assignment. This Agreement is intended to secure the service of the Firm because of its ability and reputation and none of the Firm's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City. Any assignment, subcontract or transfer of the Firm's duties under this Agreement must be in writing. However, the City understands and agrees that Attorneys may associate counsel, including Morris & Morris PC and Renne Sloan, and retain consultants and experts as they in their discretion deem appropriate for conducting the litigation governed by this Agreement.

14. Qualifications of the Firm. The Firm specifically represents and agrees that it possesses the experience, knowledge, and competence necessary to qualify for the particular duties required in this Agreement.

15. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by the parties.

16. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the parties, or if a person of masculine or feminine gender joins in this Agreement on behalf of the parties, such words shall be interpreted to be in the plural, masculine or feminine as the sense required.

17. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

18. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings, which are not contained herein.

19. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement.

20. Waiver. Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of either parties' ability to enforce this Agreement.

21. No Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

22. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

23. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instruments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By _____
Michael Estes, Mayor

By _____
Benjamin C. Marentette, City Clerk

GREEN & NOBLIN, PC

APPROVED AS TO SUBSTANCE:

By _____

Signature

Jered Ottenwess, City Manager

Lesley Weaver, Partner

APPROVED AS TO FORM:

Karrie A. Zeits, Acting City Attorney



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: J^O JERED OTTENWESS, CITY MANAGER

SUBJECT: IMPROVEMENTS TO CLANCY PARK – GRANT APPLICATION

Attached is a memo from City Planning Director Russell Soyring recommending the Commission adopt a resolution supporting a \$35,000 Michigan Recreation Passport Grant application for improvements to Clancy Park. The Parks and Recreation Commission endorsed this grant application at their March 6th meeting and the project is included in the 5-year Parks and Recreation Plan.

By adopting the resolution of support, the city is committing to provide \$30,600 in matching funds, which is part of the capital improvement plan for Fiscal Year 2014/15; if the Commission adopts the resolution, the matching funds will be included in the 2014/15 General Fund Budget.

\$4,400 in funds that would otherwise have been required to be matched by the city have been provided by Orchard Heights Neighborhood, and the Friendly Garden Club, as indicated in the attached resolution.

I recommend the following motion (5 affirmative votes required):

that the Resolution of Support for Michigan Recreation Passport Grant for Clancy Park Improvement Project, which commits the city to providing \$30,600 in matching funds, be adopted.

JJO/bcm

K:\tcclerk\city commission\grants\clancy park improvement project 2014

e-copy: Russell Soyring, City Planning Director
Dave Green, Director of Public Services



City Planning Department

TO: JERED OTTENWESS, CITY MANAGER
FROM: RUSS SOYRING, PLANNING DIRECTOR *R. Soyring*
SUBJECT: RESOLUTION OF SUPPORT FOR CLANCY PARK IMPROVEMENT PROJECT
DATE: MARCH 10, 2014

The City would like to submit a Michigan Recreation Passport grant application for improvements to Clancy Park.

- **Michigan Recreation Passport**
\$35,000 to help pay for the project which includes park walkways, bike racks, new play structure, natural playscape and other site improvements

A Resolution of Support has been drafted that outlines the amount of the grant request and the source and amount of local match funds required to complete the project. Please consider adopting the Resolution so we can move forward with the grant application and continue improving our recreational facilities.

RAS/ml

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager
FROM: Lauren Vaughn, Parks & Rec. Sup't.
DATE: March 7, 2014
SUBJECT: *Clancy Park Grant Request*

At the Parks and Recreation Commission meeting held last night on March 6, the Clancy Park Development Grant Request to the Recreation Passport Grant Program was an agenda item. I explained the grant proposal including the dollar amount to be requested, total project cost and the scope items to be included.

There was no public comment on the grant project application proposal.

After brief discussion, the Parks and Recreation Commission passed a motion 7 – 0 to endorse the grant application to the Recreation Passport Grant Program for the Clancy Park Development Project.

PUBLIC IMPROVEMENTS PLAN SUMMARY

<u>PROJECT</u>	<u>FISCAL YEAR</u>	<u>EST. PROJECT COST</u>
2010/11		
Hickory Hills Snow Guns Purchase		40,000.00
2011/12		
Hickory Hills Pole Barn		80,000.00
Senior Center Park Irrigation		15,000.00
Hannah Park Improvements		50,000.00
Paving of Gravel Senior Center Parking Lot		15,000.00
Bayfront Implementation Phase 1		1,042,800.00
Boardman Lake Trail (West)		235,000.00
2012/13		
Bayfront Implementation Phase 2		1,500,000.00
Hickory Hills Tubing Park and Snow Making Expansion		200,000.00
Beach Retaining Wall at Bryant Park		90,000.00
Union Street Dam Fishing Access Improvements		65,000.00
Park Sign Replacement		20,000.00
Ashton Park Playground		15,000.00
Foot Bridge Over Lower River Section – Brown Bridge		50,000.00
→ Clancy Park Improvements		50,000.00
2013/14		
Lay Park Improvements		130,000.00
Bayfront Implementation Phase 3		3,000,000.00
Hickory Hills Lodge Replacement		1,000,000.00
Foot Bridge Over Upper River Section – Brown Bridge		50,000.00
2014/15		
Senior Center Building Replacement		4,500,000.00
Indian Woods Playground		20,000.00
Boardman Lake Park Purchase (West)		300,000.00
Bayfront Implementation Phase 4		2,000,000.00
Hannah Park Boardwalk		200,000.00
Brown Bridge Property Acquisition		100,000.00
Develop Bottomlands Trail - Brown Bridge		50,000.00

(Parks + Zee Plan)

CAPITAL PROJECT DESCRIPTIONS

FISCAL YEAR	PROJECT NAME	PROJECT DESCRIPTION	COST ESTIMATE	POSSIBLE FUNDING SOURCES
2010 - 2011				
1	Hickory Hills Snow Gun Purchase	With the addition last year of booster pump, 3 additional snow guns can increase production with less hours worked.	\$40,000.00	City Funds
2011 - 2012				
1	Bayfront Implementation Phase 1	This phase of development would include at Clinch Park an accessible splash pad, natural playground, small boat and kayak launch, beach access ramps and walks, picnic areas and also improvements to bank and beach stabilization and adding new retaining walls.	\$1,042,800.00	MNRTF TIF Funds City Funds Foundations Private Sources
2	Hickory Hills Pole Barn	Pole barn is needed for storage of snow groomer, snow guns and other ski area equipment.	\$80,000.00	City Funds
3	Senior Center Park Irrigation	This park has need for irrigation to improve turf conditions and appeal of facility.	\$15,000.00	City Funds Donations
4	Hannah Park Improvements	Convert dirt trail through park to hard surface, add grass pavers to service drive and improve lighting.	\$50,000.00	TIF Funds City Funds
5	Paving of Gravel Senior Center Parking Lot	Improve safety, aesthetics and eliminate dusty conditions.	\$15,000.00	City Funds Donations
6	Boardman Lake Trail (West)	This would complete the trail around the entire Boardman Lake for community enjoyment.	\$235,000.00	MNRTF MDOT Grants Other Jurisdictions
2012 - 2013				
1	Bayfront Implementation Phase 2	Continue Bayfront Revitalization of the Clinch Park / Open Space area including restrooms, concession facilities and plaza.	\$1,500,000.00	Donations City Funds Grants Foundations
2	Hickory Hills Tubing Park with Snow Making Expansion	Add revenue producing facility to enhance opportunities and reduce City subsidy.	\$200,000.00	City Funds GT Ski Club Bond or Loan
3	Beach Retaining Wall at Bryant Park	The wall and landscaping will help reduce beach drift inland and improve turf area.	\$90,000.00	City Funds
4	Union Street Dam Fishing Access Improvements	Portions of the dam are accessible and this project would open up additional fishing opportunities for all.	\$65,000.00	City Funds TIF Funds GL Fisheries Trust

5	Park Sign Replacement	Current park signs are becoming unsightly. New sign array will improve overall aesthetics and usability of parks.	\$20,000.00	City Funds TIF Funds
6	Ashton Park Playground	Replacement of old play equipment with younger children's play structure	\$15,000.00	City Funds Donations
7	Foot Bridge Over Lower River Section – Brown Bridge	Passage from one side of the river to the other will increase recreation access and opportunities.	\$50,000.00	City Funds
8	Clancy Park Improvements	Project will include replacing play structure and developing walking trail around park.	\$50,000.00	City Funds Donations Foundations
2013 - 2014				
1	Lay Park Improvements	Will give this Old Town park a more formal look and improve usability.	\$130,000.00	Donations TIF Funds City Funds
2	Bayfront Implementation Phase 3	Will add accessible fishing location and public space for enjoying West Bay and Boardman River mouth.	\$3,000,000.00	GL Fisheries Trust MNRTF Donations City Funds
3	Hickory Hills Lodge Replacement	Will replace aging lodge with facility with improved accessibility and functionality.	\$1,000,000.00	Donations GT Ski Club Grants
4	Foot Bridge Over Upper River Section – Brown Bridge	Passage from one side of the river to the other will increase recreation access and opportunities.	\$50,000.00	City Funds
2014- 2015				
1	Senior Center Building Replacement	Current facility is not adequate in size for needed programs and has constant maintenance issues.	\$4,500,000.00	Donations Other Jurisdictions Foundations
2	Indian Woods Playground	Old play equipment needs to be replaced to meet current standards.	\$20,000.00	Donations City Funds
3	Boardman Lake Park Purchase (West)	This part of town is lacking in parks and recreation opportunities.	\$300,000.00	MNRTF Foundations
4	Bayfront Implementation Phase 4	Continue Bayfront Revitalization including restroom construction.	\$2,000,000.00	City Funds Grants Foundations
5	Hannah Park Boardwalk	Boardwalk to connect to Union Street Dam Park area. Will increase fishing opportunities for all.	\$200,000.00	TIF Funds GL Fisheries Trust City Funds
6	Property Acquisition Brown Bridge	Purchase adjacent properties as available to enhance Brown Bridge.	\$100,000.00	MNRTF City Funds
7	Bottomlands Trail – Brown Bridge	After dam is removed and the bottomlands evolve, a new trail will be developed near the river for access and appreciation of this feature.	\$50,000.00	City Funds




The City of Traverse City
 PLANNING DEPARTMENT
 Governmental Center
 400 Boardman Avenue
 Traverse City, Michigan
 49684

CLANCY PARK CITY OF TRAVERSE CITY CONCEPTUAL MASTER PLAN



No.	Revision/Issue	Date

Project: **CLANCY PARK**
 Date: **2-28-14**
 Revision: **XXXXXXXXXX**
 Scale: **1" = 30'**



**RESOLUTION OF SUPPORT FOR
MICHIGAN RECREATION PASSPORT GRANT
FOR CLANCY PARK IMPROVEMENT PROJECT**

- BECAUSE, the City Commission of Traverse City supports the submission of an application titled, "Clancy Park Improvement Project" to the Recreation Passport Grant Program for development of Clancy Park located on West Orchard Drive and Sheridan Street; and,
- BECAUSE, the proposed application is supported by the City of Traverse City's 5-Year Approved Parks and Recreation Plan and the City of Traverse City's Capital Improvement Program; and,
- BECAUSE, the City of Traverse City has shown the commitment to quality parks, trails and recreation programs and facilities; and,
- BECAUSE, the City of Traverse City has made a financial commitment to the project in the amount of \$30,600 matching funds, in cash and/or force account; and,
- BECAUSE, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

Orchard Heights Neighborhood- cash	\$2,000
Orchard Heights Neighborhood- in-kind labor	\$2,000
Friendly Garden Club- cash	\$ 400
Total	\$4,400

NOW THEREFORE, BE IT RESOLVED, that the City Commission of the City of Traverse City hereby authorizes submission of a Recreation Passport Grant for \$35,000, and further resolves to make available a local match through financial commitment and donation(s) of \$35,000 (50%) of a total \$70,000 project cost, during the 2014-2015 fiscal year.

I hereby certify that the above Resolution was adopted by the Traverse City City Commission at its regular meeting of March 17, 2014, in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Benjamin C. Marentette
City Clerk



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: BOARDMAN RIVER BOARDWALK PROJECT – GRANT APPLICATION

Attached is a memo from City Planning Director Russell Soyring recommending the Commission adopt a resolution supporting a \$257,500 Michigan Natural Resources Grant application for an 840' linear foot elevated boardwalk along the Boardman River from the Eighth Street Bridge to the Boardman Lake Trail within the easement acquired by the city. Additionally, the grant would provide funds for fishing and resting platforms, landscaping and low-level lighting.

This project is included in the Parks and Recreation 5-Year Master Plan, which was adopted by the Parks and Recreation Commission.

By adopting the resolution of support, the city is committing to provide \$257,500 in support - \$175,700 has been committed by the Grand Traverse County Brownfield Redevelopment Authority; and the remaining \$81,800 will be provided through City Engineering Department labor.

I recommend the following motion (5 affirmative votes required):

that the Resolution of Support for Michigan Natural Resources Trust Fund Grant for Boardman River Project, be adopted.

JJO/bcm

K:\tcclerk\city commission\grants\boardman river boardwalk

copy: Russell Soyring, City Planning Director
Timothy Lodge, City Engineer



City Planning Department

TO: JERED OTTENWESS, CITY MANAGER
FROM: RUSS SOYRING, PLANNING DIRECTOR *RSoyring*
SUBJECT: RESOLUTION OF SUPPORT FOR BOARDMAN RIVER BOARDWALK
DATE: MARCH 10, 2014

The City would like to submit a Natural Resources Trust Fund Grant application for improvements to the Boardman River Boardwalk from the 8th Street bridge to the Boardman Lake Trail.

- **Michigan Natural Resources Trust Fund Grant**
\$257,500 to help pay for the project which includes a 840 linear feet of elevated boardwalk, low-level lighting, fishing and resting platforms and landscaping.

A Resolution of Support has been drafted that outlines the amount of the grant request and the source and amount of local match funds required to complete the project. Please consider adopting the Resolution so we can move forward with the grant application and continue improving our riverfront and recreational facilities.

RAS/mlI

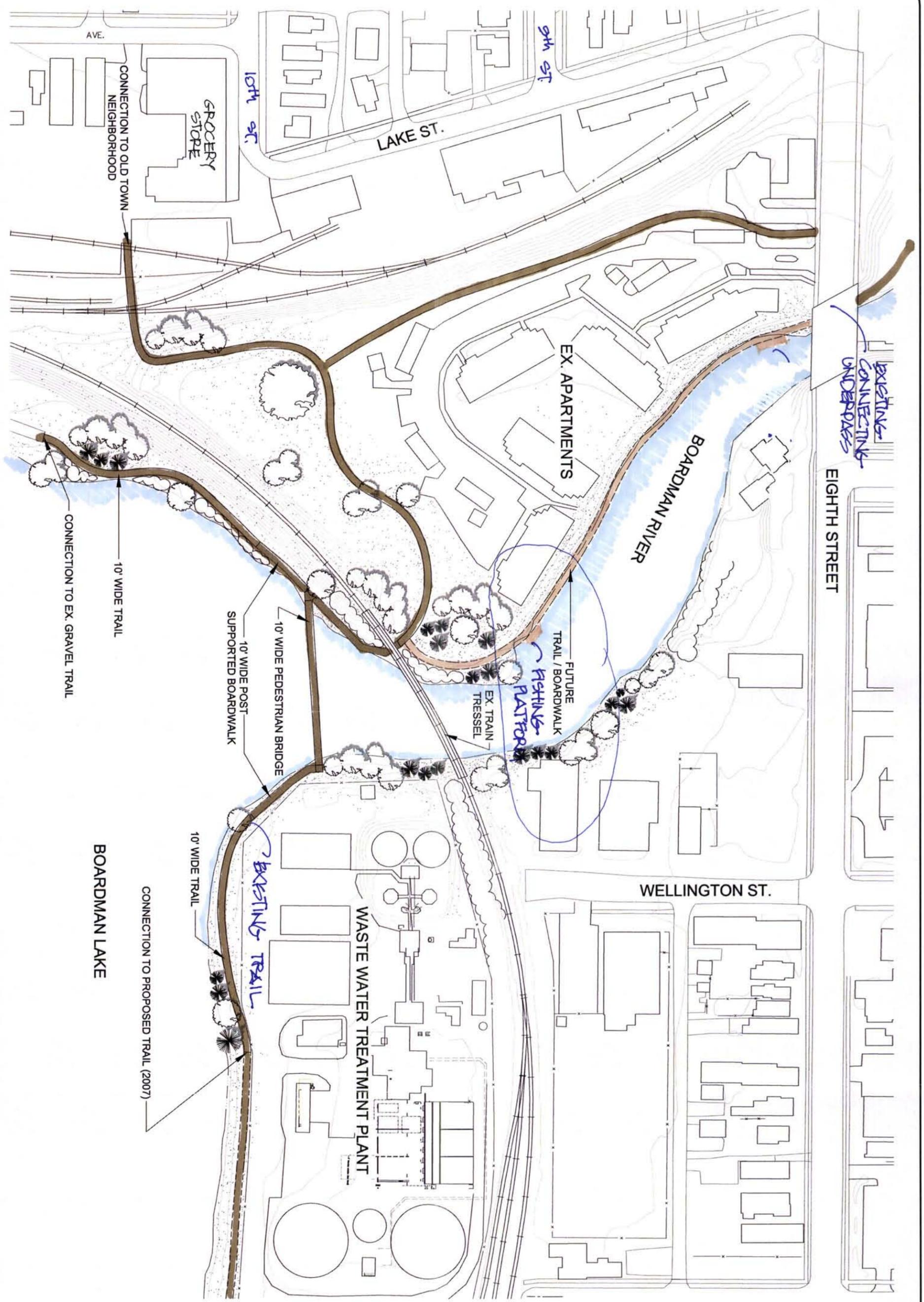
PUBLIC IMPROVEMENTS PLAN SUMMARY

<u>PROJECT</u>	<u>FISCAL YEAR</u>	<u>EST. PROJECT COST</u>
2010/11		
Hickory Hills Snow Guns Purchase		40,000.00
2011/12		
Hickory Hills Pole Barn		80,000.00
Senior Center Park Irrigation		15,000.00
Hannah Park Improvements		50,000.00
Paving of Gravel Senior Center Parking Lot		15,000.00
Bayfront Implementation Phase 1		1,042,800.00
→ Boardman Lake Trail (West)		235,000.00
2012/13		
Bayfront Implementation Phase 2		1,500,000.00
Hickory Hills Tubing Park and Snow Making Expansion		200,000.00
Beach Retaining Wall at Bryant Park		90,000.00
Union Street Dam Fishing Access Improvements		65,000.00
Park Sign Replacement		20,000.00
Ashton Park Playground		15,000.00
Foot Bridge Over Lower River Section – Brown Bridge		50,000.00
Clancy Park Improvements		50,000.00
2013/14		
Lay Park Improvements		130,000.00
Bayfront Implementation Phase 3		3,000,000.00
Hickory Hills Lodge Replacement		1,000,000.00
Foot Bridge Over Upper River Section – Brown Bridge		50,000.00
2014/15		
Senior Center Building Replacement		4,500,000.00
Indian Woods Playground		20,000.00
Boardman Lake Park Purchase (West)		300,000.00
Bayfront Implementation Phase 4		2,000,000.00
Hannah Park Boardwalk		200,000.00
Brown Bridge Property Acquisition		100,000.00
Develop Bottomlands Trail - Brown Bridge		50,000.00

(Parks + Rec Plan)

CAPITAL PROJECT DESCRIPTIONS

FISCAL YEAR	PROJECT NAME	PROJECT DESCRIPTION	COST ESTIMATE	POSSIBLE FUNDING SOURCES
2010 - 2011				
1	Hickory Hills Snow Gun Purchase	With the addition last year of booster pump, 3 additional snow guns can increase production with less hours worked.	\$40,000.00	City Funds
2011 - 2012				
1	Bayfront Implementation Phase 1	This phase of development would include at Clinch Park an accessible splash pad, natural playground, small boat and kayak launch, beach access ramps and walks, picnic areas and also improvements to bank and beach stabilization and adding new retaining walls.	\$1,042,800.00	MNRTF TIF Funds City Funds Foundations Private Sources
2	Hickory Hills Pole Barn	Pole barn is needed for storage of snow groomer, snow guns and other ski area equipment.	\$80,000.00	City Funds
3	Senior Center Park Irrigation	This park has need for irrigation to improve turf conditions and appeal of facility.	\$15,000.00	City Funds Donations
4	Hannah Park Improvements	Convert dirt trail through park to hard surface, add grass pavers to service drive and improve lighting.	\$50,000.00	TIF Funds City Funds
5	Paving of Gravel Senior Center Parking Lot	Improve safety, aesthetics and eliminate dusty conditions.	\$15,000.00	City Funds Donations
6	Boardman Lake Trail (West)	This would complete the trail around the entire Boardman Lake for community enjoyment.	\$235,000.00	MNRTF MDOT Grants Other Jurisdictions
2012 - 2013				
1	Bayfront Implementation Phase 2	Continue Bayfront Revitalization of the Clinch Park / Open Space area including restrooms, concession facilities and plaza.	\$1,500,000.00	Donations City Funds Grants Foundations
2	Hickory Hills Tubing Park with Snow Making Expansion	Add revenue producing facility to enhance opportunities and reduce City subsidy.	\$200,000.00	City Funds GT Ski Club Bond or Loan
3	Beach Retaining Wall at Bryant Park	The wall and landscaping will help reduce beach drift inland and improve turf area.	\$90,000.00	City Funds
4	Union Street Dam Fishing Access Improvements	Portions of the dam are accessible and this project would open up additional fishing opportunities for all.	\$65,000.00	City Funds TIF Funds GL Fisheries Trust



**CITY OF TRAVERSE CITY
WEST BOARDMAN LAKE TRAIL
CONCEPTUAL SITE PLAN**



The City of Traverse City
Engineering Department
300 Boardman Center
Traverse City, Michigan 49781



Revision/Issue	Date

Date: 12-19-06

Drawn by: DMW

Scale: 1" = 80'

Sheet No: 1 OF 1



**RESOLUTION OF SUPPORT FOR
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT
FOR BOARDMAN RIVER BOARDWALK PROJECT**

- BECAUSE, the State of Michigan is promoting healthy and vibrant cities to strengthen Michigan's economy and pedestrian and bicycle travel helps build healthy and vibrant cities;
- BECAUSE, the City of Traverse City supports the submission of an application titled, "Boardman River Boardwalk Project" to the Michigan Natural Resources Trust Fund for development of a public boardwalk on the southwest bank of the Boardman River from the 8th Street bridge to the existing Boardman Lake Trail; and,
- BECAUSE, the proposed application is supported by the City of Traverse City's 5-Year Approved Parks and Recreation Plan and the City of Traverse City's Capital Improvement Program; and,
- BECAUSE, the City of Traverse City Master Plan envisions a narrow linear park along the banks of the Boardman River and Boardman Lake; and
- BECAUSE, the City of Traverse City Master Plan encourages pedestrian and bicycle linkages between neighborhoods and parks; and
- BECAUSE, the City of Traverse City has shown the commitment to quality parks, trails and recreation programs and facilities; and,
- BECAUSE, the boardwalk will strengthen public access to Boardman Lake, which is centrally located in the Traverse City urban area; and
- BECAUSE, the City of Traverse City has made a financial commitment to the project in the amount of \$81,800 matching funds, in cash and/or force account; and,
- BECAUSE, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

Grand Traverse County Brownfield Authority	\$175,700
--	-----------

(Resolution of Support for Michigan Natural Resources Trust Fund for Boardman River
Boardwalk Project)

2

NOW THEREFORE BE IT RESOLVED, that the City Commission of the City of Traverse City hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$257,500, and further resolves to make available a local match through financial commitment and donation of \$257,500 (50%) of a total \$515,000 project cost, during the 2015-2016 fiscal year.

I hereby certify that the above Resolution was adopted by the Traverse City City Commission at its regular meeting of March 17, 2014, in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Benjamin C. Marentette
City Clerk



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: APPOINTMENT – TRAVERSE CITY LIGHT & POWER BOARD

Attached is a memo from Deputy City Clerk Katie Lowran, indicating Jan Geht's term on the Light and Power Board is nearing expiration. Mr. Geht was recently appointed to one unexpired five- year term on June 17, 2013.

As indicated by Ms. Lowran, this is a City Commission appointment.

The following are sample motions:

1 – to establish an ad hoc interview committee

that an ad hoc interview committee be established to make a recommendation regarding one five-year term (seat previously held by Jan Geht) expiring April 1, 2019, on the Light and Power Board; and that Commissioners _____, _____ and _____ be appointed to such Committee, with Commissioner _____ to serve as Chair.

2 – To appoint Mr. Geht

that Jan Geht be reappointed to one five-year term expiring April 1, 2019, on the Light and Power Board.

JJO/kjl

k:\tcclerk\city commission\appointments\adhoc_appt tclp2014.doc

copy Tim Arends, Executive Director Traverse City Light and Power

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager
COPY:
FROM: Katie Lowran, Deputy City Clerk
DATE: Wednesday, March 12, 2014
SUBJECT: APPOINTMENT – Light and Power Board

Katie Lowran

The term of Jan Geht on the Light & Power Board will expire on April 7, 2014; Mr. Geht is seeking reappointment. Mr. Geht was recently appointed to one unexpired five-year term on June 17, 2013.

This is a City Commission appointment and is for a five year term which will expire on April 1, 2019.

We have two applications on file:

Jan Geht (incumbent, seeking reappointment) Attended 9 out of 10 meetings in 2013.
Linda Butka

The purpose of the Light and Power Board is to have excluding jurisdiction, control and management of the Light and Power Department and all its operations and facilities.

As always, please feel free to contact me if I may be of further assistance.

Traverse City Light & Power Board

	<u>Initial Apt. Date</u>	<u>Termination</u>
Jeff Palisin (City Resident Elector) 975 Pine Ridge Dr, TC, 49686 929-6666 (Res) 499-7655 (Bus) jeffpc@normicind.com	03/18/13 (Eff. 4/2/13)	04/02/18
John Taylor (City Resident Elector) 617 Washington St, TC, 49686 922-1187 (Res) 617-532-0944 (Bus) 617-899-1769 (Cell) john.a.taylor@gmail.com	05/03/10	04/06/15
Bob Spence (City Resident Elector) 307 W, 11th St, TC, 49684 645-4222 (Cell) 947-7824 (Bus)	05/07/12	04/03/17
Jan Geht (City Resident Elector) 715 Quail Ridge Dr, TC, 49686 205-255-1516 (Res) 941-8048 (Bus) geht@traverselaw.com	06/17/13	04/07/14 04/01/19
<i>-Term Expiring, Seeking Reappointment -</i>		
Patrick McGuire (City Resident Elector) 308 N. Elmwood Ave, TC, 49684 883-2087 (Cell) 995-7896 (Bus) paddymcguire@me.com	11/10/11	04/04/16
Mayor Pro Tem Jim Carruthers (Ex Officio/Full Voting Authority) 218 W. 11th St, TC, 49684 922-7768 (Res) jccarruthers@gmail.com	11/10/08	11/09/15
Commissioners Barbara Budros 718 Bloomfield Rd, TC, 49686 929-3438 (Res) bbudros2@traversecitymi.gov	11/10/11	11/09/15

Executive Director and Secretary (Tim Arends – Interim Executive Director) - staff

Non-Commissioner Board members shall be appointed to serve terms of five (5) years from the first Monday of April. The Commission Board members shall be appointed for a two-year term bi-annually at the City Commission organizational meeting.

This Board consists of 7 members nominated and appointed by the City Commission. Unexpired term vacancies shall be filled by the Mayor with approval of the City Commission. Not less than one and no more than two of these members shall be City Commissioners selected by the City Commission and shall be ex-officio members with full voting authority.

Members must be resident elector of City, except that one member may be non-resident if he resides within current actual service area of the Department (current actual service area is defined as an address that could receive service from TCL&P; it is not required that the address is currently receiving service from TCL&P).

Non-Commission Board Members cannot hold any other City office nor can they be an employee of the City.

The City Manager or the City Manager's designee shall be an ex-officio member without voting authority and shall not be counted for purposes of establishing a quorum.

Purpose: "shall have exclusive jurisdiction, control and management of the Light and Power Department and all its operations and facilities, except as herein provided. Unless specifically allocated to the City Commission or to a City official, the Board shall have all the powers and duties possessed by the City to construct, acquire, expand and operate the Light and Power system, etc., etc.," (See Charter provisions).

Creation of the Light & Power Board required by City Charter.

Meets 2nd and 4th Tuesday of each month at 5:15



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: JERED OTTENWESS, CITY MANAGER

SUBJECT: APPOINTMENT - BOARD OF ZONING APPEALS REGULAR MEMBER

Attached is a memo from Deputy City Clerk Katie Lowran, regarding Michael Grant's resignation from the Board of Zoning Appeals. As indicated by Ms. Lowran, Alternate Member Matt Hanley has indicated a desire to be moved to Regular Member. If Mr. Hanley is appointed Regular Member, that will leave a vacancy in his Alternate Member seat – currently, there are no applications on file.

The City Clerk's Office will work to recruit applicants for the seat and a future agenda item could be considered to establish an ad hoc interview committee, once there are applicants; or, in the alternative, the Commission could appoint an ad hoc interview committee now to more specifically guide, and assist with, recruitment.

As indicated by Ms. Lowran, this is a City Commission appointment.

The following motion would appoint Mr. Hanley as Regular Member:

that the resignation of Michael Grant dated February 2, 2014, from the Board of Zoning Appeals be accepted; and that Alternate Member Matt Hanley be appointed as a Regular Member to one unexpired three-year term (seat previously held by Michael Grant) expiring June 30, 2015, on the Board of Zoning Appeals.

JJO/bcm

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copy Dave Weston, Zoning Administrator

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager

COPY:

FROM: Katie Lowran, Deputy City Clerk

A handwritten signature in blue ink, appearing to read "Katie Lowran".

DATE: Wednesday, March 12, 2014

SUBJECT: TERM VACANCY – BOARD OF ZONING APPEALS REGULAR MEMBER

Attached is Michael Grant's resignation from the Board of Zoning Appeals effective February 2, 2014. The position previously held by Mr. Grant is for one expired three-year term expiring on June 30, 2015.

This is a City Commission appointment.

The applications are on file:

No applications on file at this time.

Matt Hanley, Alternate Member on the Board of Zoning Appeals serving since August 5, 2013, has indicated interest in being appointed to the Regular Member term vacancy (seat previously held by Michael Grant). In 2013, Mr. Hanley did not attend any meetings. However, per board staff liaison, Dave Weston, no alternate members were requested to attend since Mr. Hanley's appointment in August, and therefore, his attendance was not required. The Board of Zoning Appeals has held one meeting in 2014, of which Mr. Hanley attended. It is recommended that Mr. Hanley be appointed as a Regular Member to the Board of Zoning Appeals.

The purpose of the Board of Zoning Appeals is to hear and decide appeals where it is alleged by the applicant that there is an error in any order, requirement, etc. made by the Building Official, Zoning Administrator, etc. in administering or enforcing the provision of Ordinance.

As always, please contact me if I may be of further assistance.

Jeff Cockfield, Chair
c/o David Weston, Zoning Administrator
City of Traverse City
Board of Zoning Appeals
400 Boardman Avenue
Traverse City, Michigan 49684

RECEIVED

FEB 04 2014

CITY OF TRAVERSE CITY
CITY CLERKS OFFICE

3 February 2014

Dear Jeff,

I am writing to inform you that effective immediately I am, regretfully, resigning as a member of the Board of Zoning Appeals.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Grant", with a long horizontal flourish extending to the right.

Michael Grant
713 Lake Avenue Unit B
Traverse City, Michigan 49684

RECEIVED

JUL 10 2013



City of Traverse City
Application to Become Involved

CITY OF TRAVERSE CITY
CITY CLERKS OFFICE

Board(s)/Committee(s) on which you are interested in serving: Board of Zoning Appeals

(Please limit to three boards/committees)

Name: Matt Hanley E-Mail Address: mhanley@ddc-law.com

Address: 515 W 9th St Traverse City MI 49684
(Street) (City) (State) (Zip)

Occupation: Attorney (if retired, please provide your career)

Home telephone number: (231) 218-3346 Work telephone number: (231) 929-0500

We would appreciate your answering the following questions, which simply assist the City Clerk's Office in meeting the requirements of certain City boards and committees.

Are you a registered City voter? Y Do you reside within the city limits? Y
Do you own taxable property within the City? Y Are you a downtown district (DDA) resident? N Do you have Agwnership interest @ in downtown district (DDA) property? N Are you in default to the City? N Are you an officer, member, principal, or employee of a legal entity owning property interest located in the downtown district (DDA)? Y
Are you a resident of a complex operated by the City? N Do you live within the Traverse City Light and Power service area? Y Are you or are any of your immediate family members employees of any level of the legislative, judicial or executive branch of government? N
Are you or are any of your immediate family members a member of any other City board or Committee? N If yes, which? _____

Please attach a brief letter sharing with us the following information:

- Why are you applying for a city board or committee seat?
- How do you believe your appointment would benefit the city?
- Any other helpful information relevant to your application.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Matt Hanley
Signature

5/29/13
Date

Thank you for your application.... volunteers secure our community's beauty and promote its enhancement!
- Benjamin C. Marentette, City Clerk

Please return this application, with your letter, to: City Clerk, 400 Boardman Avenue, Traverse City, MI 49684. Please feel free to contact our office at (231) 922-4480 with any questions.

City Clerk
400 Boardman Avenue
Traverse City, MI 49684

July 1, 2013

Dear Traverse City Commission:

I am applying to the Board of Zoning Appeals because I have a strong interest in protecting the character of Traverse City, my childhood home. I recognize the importance to maintaining Traverse City's quality of life after living in both historic Annapolis, Maryland and the San Francisco Bay area for several years. My goal is to interpret and apply the Zoning Ordinance with consistency as Traverse City sets a foundation for future zoning ordinance and map modifications.

I devote a substantial percentage of my current legal practice at Dingeman, Dancer & Christopherson, PLC to real estate and landlord-tenant matters. I have also volunteered for the general counsel of the Presidio Trust - the organization in charge of the commercial and residential redevelopment of the Presidio of San Francisco national park.

I hope to bring a perspective to the BZA that is impartial, exercises self-discipline and transparency while promoting healthy and long-term growth of Traverse City.

Sincerely,



Matthew Hanley

515 W. 9th St.

Traverse City, MI 49684



Katie Lowran <klowran@traversecitymi.gov>

RE: Board of Zoning Appeals - Interest as a Regular Member

1 message

Matt Hanley <MHanley@ddc-law.com>

Thu, Feb 13, 2014 at 12:09 PM

To: Katelyn Stroven <kstroven@traversecitymi.gov>

Cc: Katie Lowran <KLowran@traversecitymi.gov>

Hi Kate,

I'd be interested. Let me know if I need to resubmit an application.

Thanks,

Matt

From: Katelyn Stroven [mailto:kstroven@traversecitymi.gov]

Sent: Thursday, February 13, 2014 12:04 PM

To: Matt Hanley

Cc: Katelyn Stroven; Katie Lowran

Subject: Board of Zoning Appeals - Interest as a Regular Member

Hello,

As you may be aware, Mr. Grant has resigned from the Board of Zoning Appeals leaving a regular member seat available expiring June 30, 2015.

Would you be interested in serving as a regular member?

If so, your interest will be forwarded on to the City Commission where a final determination would be made.

Thank you,

Kate-

Katelyn Stroven, MPA

Board of Zoning Appeals

	<u>Initial Apt. Date</u>	<u>Termination</u>
Jeff Cockfield (Chairperson) 1621 Comanche St, TC, 49686 218-4986 (Cell)	12/16/02	06/30/16
Kathryn A. Halbert 421 E. State St, Apt. 6, TC, 49686 409-5252 (Cell) khalbert.tc@gmail.com	06/20/11 (Eff. 06/30/11)	06/30/14
Jennifer Jones 215 E. 11th St, TC, 49684 631-4348 (Res) 922-5651 (Bus) jennifer.jones@huntington.com	11/01/10 (10/19/09 as an alternate member)	06/30/14
Douglas Donaldson 326 W. Seventh St, TC, 49684 929-9617 (Res) 256-9872 (Bus) ddonaldsonlaw@gmail.com	10/01/12 (02/19/08 as an alternate member)	06/30/14
Martin Lomasney 817 Webster St, TC, 49686 421-1702 (Res) 301-377-8386 (Cell) mjlomasney@verizon.net	12/17/12	06/30/15.
Margaret Szajner 647 W. Orchard Dr, TC, 49686 392-3933 (Res) 941-1986 (Bus) keendanlex@gmail.com	01/03/11	06/30/15
Quinn Raftery 515 Monroe St, TC, 49684 649-7998 (Cell) quinnraftery@gmail.com	06/17/13 (Eff. 06/30/13)	06/30/16
Michael Grant 713B Lake Ave, TC, 49684 703-300-4648 (Res) 571-270-1545 (Bus) grant.mikec@gmail.com	08/05/13	06/30/15 06/30/15
<i>-Resigned effective February 3, 2014, Term Vacancy-</i>		
Jody Bergman (Planning Commission Rep) 110 Boughey St, TC, 49684	01/07/14	06/30/16

947-6464 (Res)
jbergman@comstockconstruction.com

Matt Hanley (Alternate Member) 515 W. 9th St, TC, 49684 218-3346 (Res) 929-0500 (Bus) mhanley@ddc-law.com	08/05/13	06/30/15
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James Wegener (Alternate Member) 837 Rose St, TC, 49686 947-5111 (Res)	08/20/12	06/30/15
--	----------	----------

Dave Weston (Zoning Administrator) - staff

This board consists of **9 members - at least one member shall also be member of the City Planning Commission. Appointments are made by City Commission.** The City Commission shall appoint 2 alternate members for 3-yr terms.

Members shall **not be in default** to the City, shall be **adults**, and shall be **residents of the City of Traverse City.**

(Policy on Appointments and Committees)

Any vacancy on the Board of Zoning Appeals must be filled within one month. (Effective July 1, 2006. 2006 PA 110, Section 601(9)).

All appointments are **3-year terms** expiring 6/30.

Creation provided for under 1921 PA 207 as amended MCL 125.585 et seq and TC Code §1254.

Purpose: "To hear and decide appeals where it is alleged by the applicant that there is an error in any order, requirement, etc. made by the Building Official, Zoning Administrator, etc. in administering or enforcing the provision of Ordinance." "To interpret provisions of Ordinance." "To authorize variances and exceptions."

This Board also serves as the body which hears appeals made under the City's Rental Housing Code and State Housing Law (assumed the responsibilities of the Rental Housing Board of Appeals). Ordinance amendment 599, enacted April 21, 2003.

Meets the Second Tuesday of the month at 7:00 pm.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF MARCH 17, 2014

DATE: MARCH 13, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: APPOINTMENT – HOUSING COMMISSION

Attached is a memo from Deputy City Clerk Katie Lowran, regarding Judy Myers' resignation from the Housing Commission the Mayor's appointment to the Housing Commission.

As indicated by Ms. Lowran, this is a Mayoral appointment, which requires City Commission approval.

The following motion would be appropriate:

that the resignation of Judy Myers dated February 18, 2014, from the Housing Commission be accepted; and that the Mayor's appointment of Kelly Whittle to one unexpired five-year term (seat previously held by Judy Myers) expiring November 30, 2015, on the Housing Commission, be approved.

JJO/kjl

k:\tcclerk\city commission\appointments\appthc2014.doc

copy Ilah Honson, Housing Commission Executive Director

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager

COPY:

FROM: Katie Lowran, Deputy City Clerk *Katie Lowran*

DATE: Wednesday, March 12, 2014

SUBJECT: TERM VACANCY - HOUSING COMMISSION

Attached is Judy Myers' resignation from the Housing Commission effective February 18, 2014. The position previously held by Ms. Myers is for one expired five-year term expiring on November 30, 2015.

This is a Mayoral appointment, which requires City Commission approval.

The Mayor performed interviews on the applicants outlined below and recommends the appointment of Kelly Whittle.

The following applications are on file:

David Hanawalt
Kelly Whittle

The purpose of the Housing Commission is to purchase, acquire, construct, maintain, operate, improve, extend and repair housing facilities; to eliminate housing conditions which are detrimental to the public peace, health, safety, morals or welfare.

As always, please contact me if I may be of further assistance.

RECEIVED

FEB 18 2014

CITY OF TRAVERSE CITY
CITY CLERKS OFFICE



CADILLAC HOUSING COMMISSION

February 18, 2014

Board of Commissioners Members
Traverse City Housing Commission

Members of the Board;

I submit my resignation as Board member of this Commission as of close of business on February 18, 2014.

I am deeply concerned over the path that this Board has taken concerning many aspects of this Housing Commission and especially in connection with the Executive Director. You have successfully begun the path to diminishing the quality of a very well-run and high-performing Housing Commission by threatening the Executive Director's position and in essence, informing her that she will be replaced at the end of her contract this year. This is, in my opinion, short-sighted, and evidently geared toward functions that are not directly related to HUD's mission of maintaining safe, decent and affordable housing.

Having been in the Housing Commission business for over 35 years, with 10 of those years traveling the country supplying technical assistance for Troubled Housing Authorities, I can clearly see that your actions have portrayed a case of misunderstanding the role of a Housing Commission Executive Director, and the realities of being a Quasi-Municipal entity, with the federal Department of Housing and Urban Development being the overlying regulatory agency. You especially mis-judge the very difficult balancing position of a Director of a designated Small Housing Authority. This Housing Commission currently holds the coveted position of a High Performer with an abundance of financial reserve in the bank – a testament to a very well run operation.

I am sorry that I was unable to sway other member's decisions away from what appears to be a very destructive pathway. I do not wish to be attached to what will be a self-imposed rocky road ahead because of the ties that bind the Director's hands, making her ineffective and with only her own self-respect left after having been given conflicting and confusing direction and guidance from this Board.

Judy Myers, Executive Director
Cadillac Housing Commission

Cc Ilah Honson, Executive Director
Michael Estes, Mayor of Traverse City
Jared Ottenwess, Traverse City Manager
Willie Garrett, Director of Public Housing, Detroit Field Office



**City of Traverse City
Application to Become Involved**

RECEIVED

SEP 30 2013

Board(s)/Committee(s) on which you are interested in serving: Traverse Area District Library Board CITY OF TRAVERSE CITY
CITY CLERKS OFFICE

(Please limit to three boards/committees)

Name: Kelly Whittle E-Mail Address: Kelly.whittle@comcast.net

Address: 221 Midtown Dr, Traverse City, MI 49684
(Street) (City) (State) (Zip)

Occupation: Consultant (if retired, please provide your career)

Home telephone number: 586-201-4882 Work telephone number: () Same

We would appreciate your answering the following questions, which simply assist the City Clerk's Office in meeting the requirements of certain City boards and committees.

Are you a registered City voter? yes Do you reside within the city limits? yes
 Do you own taxable property within the City? NO Are you a downtown district (DDA) resident? NO Do you have "ownership interest" in downtown district (DDA) property? NO
 Are you in default to the City? NO Are you an officer, member, principal, or employee of a legal entity owning property interest located in the downtown district (DDA)? NO
 Are you a resident of a complex operated by the City? NO Do you live within the Traverse City Light and Power service area? yes Are you or are any of your immediate family members employees of any level of the legislative, judicial or executive branch of government? NO
 Are you or are any of your immediate family members a member of any other City board or Committee? NO If yes, which? _____

Please attach a brief letter sharing with us the following information:

- Why are you applying for a city board or committee seat?
- How do you believe your appointment would benefit the city?
- Any other helpful information relevant to your application.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Kelly Whittle
Signature

9.30.13
Date

Thank you for your application.... volunteers secure our community's beauty and promote its enhancement! – Benjamin C. Marentette, City Clerk

Please return this application, with your letter, to: City Clerk, 400 Boardman Avenue, Traverse City, MI 49684. Please feel free to contact our office at (231) 922-4480 with any questions. K:TCCLERK\Forms\boardapplication.doc

September 30, 2013

To Whom It May Concern,

Serving on the Traverse City District Library Board would allow me to utilize both formal education and personal passion for community centers of continuous learning. I completed a MLIS degree at Wayne State University in 2001. My library leadership experience includes time serving in both academic and special (healthcare) libraries.

Currently, I own my own consulting business, applying many skills gained in the library field, that assists Healthcare Systems meet the new federal regulations. Taxonomies, program management, technology, and general business knowledge are skills I would bring to serve the Traverse City District Library Board.

Libraries serve a community by providing access to information, exchange of ideas and a community shelter in times of need. As a child, my local public library opened a world of knowledge and potential that my parents could not afford to provide. I read through the children's section more than once. The children's librarian, Miss Mary, would save new books for me to read before shelving them for general use. This local library was the first place I experienced unlimited boundaries.

It is my desire to support the library as a Board Member, I am available for additional comments at Kelly.whittle@comcast.net.

Regards,

Kelly Whittle
Kelly Whittle

Principal

Whittle Advisors, LLC

Housing Commission

	<u>Initial Apt. Date</u>	<u>Termination</u>
Kay Serratelli 237 Midtown Dr, TC, 49684 929-3252 (Res) 882-0365 (Bus) 900kay@sbcglobal.net	11/07/11	11/30/18
Jo Simerson 150 Pine St, Apt. 101, TC, 49684 421-5628 (Red) 937-760-1211 (Cell)	04/02/12	11/30/16
Richard Michael 337 W. 12th St, TC, 49684 631-4848 (Res) rtaxman@gmail.com	11/12/12	11/30/17
Judy L. Myers 2555 Tonawanda Rd, Grawn, 49637 276-5080 (red) 409-7644 (Cell) tcjlm@aol.com	10/18/10	11/30/15 11/30/15
<i>-Resigned effective February 18, 2014, Term Vacancy -</i>		
Andy Smits 402 Leeward Trail, TC, 49686 429-3184 (Res) 933-4041 (Bus) a.smits.tchc@gmail.com	02/01/10	11/30/14

Ilah Honson – Executive Director - staff

All appointments are 5-year terms expiring 11/30. This commission consists of 5 members appointed by the Mayor and approved by the City Commission. It is a HUD requirement that the City attempt to appoint at least one resident of a City housing complex.

One member of the commission shall be a tenant of public or subsidized housing as provided in this subsection. If, on the effective date of the amendatory act that added section 11a, a commission is managing an occupied project and has no tenant member, a tenant member shall be appointed for at least 1 of the next 3 vacancies after that effective date, or within 2 years after that effective date, whichever comes first.

Authority: "To purchase, acquire, construct, maintain, operate, improve, extend and repair housing facilities; to eliminate housing conditions which are detrimental to the public peace, health, safety, morals or welfare; to issue notes and revenue bonds; to regulate the issuance, sale, retirement and refunding of such notes and bonds; to regulate the rentals of such projects and the use of the revenues of the projects; to prescribe the manner of selecting tenants for such projects, etc. etc." Taken from P.A. No.

18, Ex. Sess., 1933.

Commission was formed by adoption of Ordinance No. 105 on October 3, 1966 pursuant to P.A. 18 of the Extra Session of 1933, as amended.

On October 2, 1995, the City Commission waived the residency requirement to allow not more than one member to reside outside the City and in Grand Traverse County as the Housing Commission has a contractual agreement with Grand Traverse County.

Meets the 3rd Tuesday of each month at 8:00 a.m. @ Orchard View or Riverview.

Members can hold another City office provided there is no conflict of interest. (Doren, 4-11-97).

3/17-cc Reports

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Joint Study Session of City Commission with
Traverse City Light and Power Board
Held at 7:00 p.m., Governmental Center, Commission Chambers
Monday, February 10, 2014

LIGHT AND POWER BOARD MEMBERS -

Present: Jim Carruthers, Jan Geht, Jeff Palisin Bob Spence, Pat McGuire
Absent: Barbara Budros, John Taylor

EX OFFICIO MEMBER -

Present: Jered Ottenwess

OTHERS: Tim Arends, Karla Myers-Beman, Jessica Wheaton

The meeting was called to order at 7:00 p.m. by Mayor Estes.

1. Presentation of TCL&P's Strategic Plan and general discussion regarding other TCL&P matters.

The following individuals addressed the City Commission and Traverse City Light and Power Board:

Tim Arends, Executive Director
Jessica Wheaton, Marketing & Community Relations Coordinator

2. Public Comment.

The following individuals addressed the City Commission and Traverse City Light and Power Board:

John Noonan, 908 South Union Street
Roger Griner, 316 Michigan Avenue, Frankfort
Jay Ruzak, 1944 Carroll Road, Peninsula Township, Maritime Heritage Alliance
Marsha Smith, 529 Washington Street, Rotary Charities and Rotary Camps and Services Executive Director
Randy Smith, Williamsburg
Fred Sitkins, Boyne City, Inland Seas Education Association President
Rick Buckhalter, 932 Kelley Street
Chris Maxbauer, 503 West Eighth Street

There being no objection, Mayor Estes declared the meeting adjourned at 9:00 p.m.



Tim Arends, Secretary
LIGHT AND POWER BOARD

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Regular Meeting
Held at 5:15 p.m., Commission Chambers, Governmental Center
Tuesday, February 11, 2014

Board Members -

Present: Jim Carruthers, Jan Geht, Bob Spence, Patrick McGuire

Absent: Barbara Budros, Jeff Palisin, John Taylor

Ex Officio Member -

Present: Jered Ottenwess, City Manager

Others: Tim Arends, Scott Menhart, Karla Myers-Beman, Tom Olney, Rod Solak,
Stephanie Tvardek, Mark Watson, Jessica Wheaton, Blake Wilson

The meeting was called to order at 5:15 p.m. by Chairman McGuire.

Item 2 on the Agenda being Consent Calendar

Moved by Carruthers, seconded by Geht, that the following actions, as recommended on the Consent Calendar portion of the Agenda, be approved:

- a. Minutes of the Regular Meeting of January 28, 2014.
- b. MECA Safety Training Contract renewal.
- c. Purchase order in the amount of \$70,962 for three 15 kV motor-operated interrupting switches for South Substation.
- d. Purchase order in the amount of \$78,316 for four 15 kV reclosers for South Substation.
- e. Purchase order in the amount of \$24,805 for five 69 kV potential transformers for South Substation.
- f. Purchase order in the amount of \$69,570 for two 69 kV circuit switchers for South Substation.
- g. Purchase order in the amount of \$69,700 for two 69 kV breakers for South Substation.

CARRIED unanimously. (Budros, Palisin, Taylor absent)

Items removed from the Consent Calendar

None.

Item 3 on the Agenda being Unfinished Business

None.

Item 4 on the Agenda being New Business**4(a).** Consideration of Strategic Plan Policy.

The following individuals addressed the Board:

Tim Arends, Executive Director

Moved by Spence, seconded by Geht, that the Board adopts the Strategic Plan Policy as presented.

CARRIED unanimously. (Budros, Palisin, Taylor absent)

Item 5 on the Agenda being Appointments

None.

Item 6 on the Agenda being Reports and Communications**A.** From Legal Counsel.

None.

B. From Staff.

1. Board and staff reviewed the 2014 Six Year Capital Plan.

The following individuals addressed the Board:

Tim Arends, Executive Director

Jered Ottenwess, City Manager

Karla Myers-Beman, Controller

Tom Olney, Operations Manager

Rod Solak, Line Superintendent

Scott Menhart, Manager of Telecom & Technology

Mark Watson, Field Engineer

Blake Wilson, System Engineer

C. From Board.

1. Jim Carruthers confirmed the upcoming meeting schedule:

Study Session, February 18, 2014 at 4:30 p.m. in the Hastings Street Service Center

Regular Meeting, February 25, 2014 at 5:15 p.m. in the Commission Chambers

2. Jered Ottenwess provided an update on the status of the decision making process regarding the coal dock property.

Item 7 on the Agenda being Public Comment

No one from the public commented.

There being no objection, Chairman McGuire declared the meeting adjourned at 7:06 p.m.



Tim Arends, Secretary

LIGHT AND POWER BOARD

/st