



Notice

City Commission Regular Meeting

7:00 pm

Monday, August 18, 2014
Commission Chambers, Governmental Center
400 Boardman Avenue
Traverse City, Michigan 49684
Posted and Published 08-14-14

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. Penny Hill, 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

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 August 4 and Study Session of August 11, 2014. (Approval recommended) (Jered Ottenwess, Katie Lowran)

- b. Consideration of introducing an amendment to the Traverse City Code of Ordinances which would amend the definition of "*Recreational Facilities*;" add spectator seating capacity of 200 or less to all zoning districts (excluding R Districts) and eliminate "*Amusement and Recreation Services*" in the C-3 and C-4 Districts, as recommended by the City Planning Commission. (Introduction and schedule for possible enactment on September 2, 2014, recommended) (Jered Ottenwess, Russell Soyring, Commissioner Easterday, Commissioner Werner)
- c. Consideration of declaring one computer surplus from Parking Administration and selling it to the Downtown Development Authority. (Approval recommended) (Jered Ottenwess, Rob Bacigalupi)
- d. Consideration of authorizing a contract agreement for the 2014/2015 maintenance of the storm water treatment systems. (Approval recommended) (Jered Ottenwess, Dave Green) (5 affirmative votes required)
- e. Consideration of authorizing a contract with MDOT for state trunkline maintenance for portions of highways M-37, M-31 and M-72, which transverse the city. (Approval recommended) (Jered Ottenwess, Dave Green) (5 affirmative votes required)
- f. Consideration of granting the remaining two years of tax abatement for certain personal property owned by Boride Engineered Abrasives, in connection with its Industrial Facilities Tax Exemption Certificates, as recommended by the City Assessor. (Approval recommended) (Jered Ottenwess, Polly Cairns)
- g. Consideration of ratification of the collective bargaining agreement for the Teamsters Local 214 Traverse City Police Sergeants Unit.

Items removed from the Consent Calendar

- a.
- b.

c.

3. Old Business

- a. Consideration of adopting a joint resolution with the Charter Township of Garfield adopting the Hickory Hills Master Plan. (Adoption recommended) (Jered Ottenwess)
- b. Consideration of authorizing a contract with Grand Traverse County for its Planning and Development Department to provide community development services to the City and Downtown Development Authority. (Jered Ottenwess) (5 affirmative votes required)

4. New Business

- a. Public Hearing on a request for a Special Land Use Permit as requested by Sandy Oliver to operate a Group Day Care Home, as recommended by the Planning Commission. (Jered Ottenwess, Russell Soyring)

The purpose of this public hearing is to allow the public including persons with 300 feet of site, an opportunity to express, and the opportunity for the City Commission to consider, the public's support, opposition or general comments regarding this matter. To preserve the written record, members of the public are asked to state whether they are in support or opposition of this matter or whether they are expressing general comments. After such statement, the public is welcome to continue to elaborate on the matter.

Consideration of adopting the Order Granting Special Land Use Permit 14-SLUP-01, which would allow for the applicant to operate a Group Day Care Home at 1012 Centre Street.

- b. Public Hearing on the assessment roll for Special Improvement District SID 2014-001 which would cause street width reconstruction with parking and drainage improvements to Barlow Street between Eighth and Boyd Avenue, and adopting the necessary resolution to approve the district and adopting

the related budget amendment. (Polly Cairns, Timothy Lodge) (5 affirmative votes required)

The purpose of this public hearing is to allow the public an opportunity to express, and the opportunity for the City Commission to consider, the public's support, opposition or general comments regarding this matter. To preserve the written record, members of the public are asked to state whether they are in support or opposition of this matter or whether they are expressing general comments. After such statement, the public is welcome to continue to elaborate on the matter.

- c. Public Hearing on the assessment roll for Special Improvement District SID 2014-005 which would cause the paving of existing gravel alley south of Grove Street between Grant and Bates Street, and adopting the necessary resolution to approve the district and adopting the related budget amendment. (Polly Cairns, Timothy Lodge) (5 affirmative votes required)

The purpose of this public hearing is to allow the public an opportunity to express, and the opportunity for the City Commission to consider, the public's support, opposition or general comments regarding this matter. To preserve the written record, members of the public are asked to state whether they are in support or opposition of this matter or whether they are expressing general comments. After such statement, the public is welcome to continue to elaborate on the matter.

- d. Consideration of request by Depot Neighborhood, LLC to remove certain of deed restrictions and to establish a cost sharing agreement for infrastructure improvements related to the project. (Jered Ottenwess, Timothy Lodge) (5 affirmative votes required)

5. Appointments

- a. Consideration of appointing an ad hoc committee to make recommendation regarding appointment to the United States Coast Guard City Committee. (Jered Ottenwess, Katie Lowran)

- b. Consideration of appointing an ad hoc committee to make recommendation regarding appointment to the Parks and Recreation Commission. (Jered Ottenwess, Katie Lowran)
- c. Consideration of appointment of three Regular Members to the Board of Zoning Appeals. (Commissioner Easterday; Chair, Commissioner Howe, Commissioner Werner)
- d. Consideration of establishing a City Commission Ad Hoc Committee to make recommendation regarding the future use of the Carnegie Building with the process outlined by the City Manager in his memo dated August 6, 2014, including a proposed policy for possible disposal of city-owned property. (Jered Ottenwess, Katie Lowran)

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. Reports from members of the Commission serving on boards.
 - 2. Minutes of the Traverse City Historic Districts Commission Regular Meeting of June 26 and Special Meeting of July 17, 2014.
 - 3. Minutes of the Human Rights Commission Regular Meetings of June 9 and July 14, 2014.

e. Reports and correspondence from non-City officials.

1. Fractile Emergency Response Report from North Flight for July 2014.

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.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ^{SO}JERED OTTENWESS, CITY MANAGER

SUBJECT: MINUTES

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

- August 4, 2014, Regular Meeting
- August 11, 2014, Study Session

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

that the minutes of the August 4, 2014, Regular Meeting, and the August 11, 2014, Study Session, be approved.

JJO/kes

k:\tcclerk\city commission\minutes

Minutes of the
City Commission for the City of Traverse City
Regular Meeting
August 4, 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, Mayor Pro Tem James Carruthers, Barbara D. Budros, Jeanine Easterday, Gary L. Howe, Ross Richardson, Tim Werner.

The following Commissioners were absent: None.

The Pledge of Allegiance was recited.

Mayor Michael Estes presided at the meeting.

Mayor Michael Estes removed Agenda Item 2(k) from the Consent Calendar for full discussion.

As requested by Commissioner Ross Richardson, Agenda Item 2(i) was removed from the Consent Calendar for full discussion.

As requested by Commissioner Timothy Werner, Agenda Items 2(c) and 2(d) were removed from the Consent Calendar for full discussion.

2. Consent Calendar

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

- a. the minutes of the July 21, 2014, Regular Meeting, be approved.

- b. the competitive bidding process be waived; and that the City Manager be authorized to issue a purchase order to Physio Control in the amount of \$32,082.55 to purchase a Lifepak 15 Heart Monitor/Defibrillator and accessories, with funds available in the 2014-2015 General Fund - Capital Outlay budget; and that a Lifepak 15 Heart Monitor/Defibrillator be declared surplus and returned as a credit against the new purchase.
- c. Removed from the Consent Calendar.
- d. Removed from the Consent Calendar.
- e. the resolution recommending approval of a request from the Acoustic Brewing Company, LLC, for a New Winery Tasting Room License, be adopted; and that the City Clerk be authorized to issue a Liquor License Registration to Acoustic Brewing Company, LLC to operate such license at 119 Maple Street.
- f. the City Commission approves the Downtown Development Authority Board's appointment of Robert Bacigalupi as Executive Director for the Downtown Development Authority and approves the annual salary of \$70,320 to be paid to Mr. Bacigalupi.
- g. the City Manager be authorized to waive competitive bidding requirements as deemed in the best interests of the City and execute a service agreement for an amount not to exceed \$18,980 with Traverse City Light & Power and a service agreement for an amount not to exceed \$6,594.40 to Netch, with funds available in the Water Fund and Sewer Fund.
- h. the competitive bidding process be waived; and that the City Manager be authorized to issue a confirming service order to Windemuller Electric in the amount of \$16,248.60 for emergency electrical repairs at the Duncan Clinch Marina, with funds available in the Marina Fund.
- i. Removed from the Consent Calendar.
- j. the competitive bidding process be waived; and that the City Manager be authorized to issue a confirming purchase order to Kovatch Mobile Equipment in the amount of \$12,191.16 for emergency repairs on two

hydraulic lift cylinders for Truck #114, with funds available in the Garage Fund.

- k. Removed from the Consent Calendar.

- l. the competitive bidding process be waived; and that the City Manager be authorized to issue a confirming service order in the amount of \$13,403.70 to ThyssenKrupp Elevator for the emergency repair of elevator controls, with funds available in the Parking Fund.

CARRIED unanimously.

Items removed from the Consent Calendar

a.

Consideration of authorizing an agreement to receive \$173,932 in Transportation Alternative Program Funds from the Michigan Department of Transportation for the West End Beach Trail and Access Project.

The following addressed the Commission:

Jered Ottenwess, City Manager
Timothy Lodge, City Engineer

Moved by Richardson, seconded by Budros, that that the Mayor and City Clerk execute a contract with the Michigan Department of Transportation for it to provide funding in the amount of \$173,932 in Federal Transportation Alternative Program Funds for the West End Beach Trail and Access Project (MDOT Project Number 116941A), with the City to designate \$308,285 in funds from the Depot Property Sale and Munson alley sale, such agreement subject to approval as to its substance by the City Manager and its form by the City Attorney; and further that a budget amendment be approved to increase both budgeted revenue and budgeted expenses by \$483,100 in the Capital Projects Fund to reflect the receipt of funds from the Michigan Department of Transportation, as well as the city's designated funds, and the subsequent expenditure.

CARRIED unanimously.

b.

Consideration of declaring four trucks used by the Department of Public Services as surplus and authorizing a purchase order for the replacement trucks and the chassis, which are scheduled purchases.

The following addressed the Commission:

Jered Ottenwess, City Manager
Dave Green, Director of Public Services

Moved by Easterday, seconded by Werner, that the City Manager be authorized to declare Trucks #49, 70, 82 and 91 surplus, and that the City Manager be authorized to approve a purchase order to Signature Ford in the amount of \$129,002 for the purchase of two new 2015 Ford F550 Truck Cab and Chassis and two new 2015 Ford F350 Truck Cab and Chassis, with funds available in the Garage Fund for these planned replacements.

Rick Buckhalter, 932 Kelley Street – made general comments

Roll Call:

Yes - Budros, Easterday, Howe, Werner, Carruthers, Estes.

No - Richardson.

CARRIED.

c.

Consideration of authorizing a blanket purchase order for water meter endpoints for water meter reading.

The following addressed the Commission:

Jered Ottenwess, City Manager

Moved by Werner, seconded by Howe, that the competitive bidding process be waived and that the City Manager be authorized to issue a blanket purchase order to ETNA Supply in an amount not to exceed \$80,000 for the purchase and reconditioning of water meters, for fiscal year 2014-2015, with funds available in the Water Funds.

CARRIED unanimously.

d.

Consideration of authorizing a blanket purchase/service order for purchase and reconditioning of water meters.

Moved by Werner, seconded by Carruthers, that the competitive bidding process be waived and that the City Manager be authorized to issue a blanket purchase order to United Systems & Software in an amount not to exceed \$60,000 for the purchase of water meter endpoints, for fiscal year 2014-2015, with funds available in the Water Funds.

CARRIED unanimously.

3. Old Business

3(a).

Consideration of enacting an amendment to the Traverse City Code of Ordinances, which make various changes to the regulations regarding sidewalk cafés (outdoor cafés), as recommended by the City Commission Ad Hoc Committee Regarding Sidewalk Cafés.

The following addressed the Commission:

Jered Ottenwess, City Manager

Moved by Budros, seconded by Richardson, that an amendment to the Traverse City Code of Ordinances, *Outdoor Café Regulation Clarifications and*

Outdoor Cafés in Designated On-Street Parking Areas, Sections 1020.07, 1020.08 which would clarify the regulations for outdoor cafés, which was introduced July 21, 2014, be enacted with an effective date of August 14, 2014.

Geraldine Greene, 214 East Eleventh Street - made general comments
LaVern Broughton, 611 Hastings Street – made general comments
Rick Buckhalter, 932 Kelley Street – made general comments

CARRIED unanimously.

3(b).

Consideration of authorizing a contract for site investigation and schematic design, preliminary design and final design services associated with the Traverse City Public Pier Project in West Bay, as recommended by The Traverse City Public Pier Study Group.

The following addressed the Commission:

Missy Luick, Planning and Engineering Assistant

Moved by Richardson, seconded by Easterday, that the Mayor and City Clerk execute an agreement with SmithGroup JJR in the amount of \$232,000 for services associated with the Traverse City Public Pier, including field investigation, shorelines studies, public outreach, design development, preliminary engineering, and permitting and construction drawings, with the contract cost to be fully paid by grant funds received from the Great Lakes Fishery Trust from the Capital Projects Fund; and furthermore that a budget amendment be made to increase both budgeted revenue and budgeted expenses by \$232,000 to reflect the receipt of the grant and the expenditures thereof.

Rick Buckhalter, 932 Kelley Street – made general comments
Geraldine Greene, 214 East 11th Street – made general comments

CARRIED unanimously.

4. New Business

4(a).

Consideration of authorizing a contract with Grand Traverse County for its Planning and Development Department to provide economic development services to the City and Downtown Development Authority.

The following addressed the Commission:

Jered Ottenwess, City Manager

Moved by Howe, seconded by Richardson, that the Mayor and City Clerk execute the Community Development Services Agreement with the Downtown Development Authority and Grand Traverse County, which agreement shall be for a three year period, with an annual contribution of \$10,000 to be paid out of the Economic Development Fund, such agreement subject to approval as to its substance by the City Manager and its form by the City Attorney.

Rick Buckhalter, 932 Kelley Street – made general comments

Commissioner Howe, with agreement by Commissioner Richardson, withdrew the motion; and no action was taken.

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. Reports from members of the Commission serving on boards.
 - 2. Quarterly Report from the Code Enforcement Officer for the period May through July 2014.
 - 3. Minutes of the Traverse City Light and Power Board meeting of June 24, 2014.
- e. Reports and correspondence from non-City officials.
 - 1. Monthly Operating Report for the Wastewater Treatment Plant from CH2M HILL for June 2014.

7. Public Comment

The following addressed the Commission:

- 1. Reserved.

Request from LaVern P. Broughton, 611 Hastings Street, regarding
"Oath of Office given by the City Clerk..."
- 2. General.

Christine Maxbauer, Grand Traverse County Commissioner, 503
West Eighth Street
Geraldine Greene, 214 East 11th Street
Rick Buckhalter, 932 Kelley Street
LaVern Broughton, 611 Hastings Street
- 3. Mayor and City Commissioners.

Commissioner Jeanine Easterday
Mayor Pro Tem Jim Carruthers

Mayor Michael Estes

There being no objection, Mayor Michael Estes declared the meeting adjourned at 8:51 pm.



Benjamin C. Marentette, CMC
City Clerk

Approved: _____, _____
(Date) (Initials)

DRAFT



Minutes of the
City Commission for the City of Traverse City
Study Session
August 11, 2014

A study session 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, Mayor Pro Tem James Carruthers, Barbara D. Budros, Jeanine Easterday, Gary Howe, Ross Richardson, Tim Werner.

The following Commissioners were absent: None.

Mayor Michael Estes presided at the meeting.

1.

Discussion regarding future use of the City-owned Carnegie Building.

The following addressed the commission:

Jered Ottenwess, City Manager

2.

Discussion regarding Clinch Park Waterscape Evaluation Report and possible closed session regarding privileged attorney-client communication.

The following addressed the Commission:

Jered Ottenwess, City Manager

Lauren Tribble-Laucht, City Attorney

Moved by Carruthers, seconded by Werner, that the City Commission enter into closed session immediately following the public comment portion of the agenda to consider the written attorney-client privileged communication regarding the Clinch Park Waterscape (Clinch Park Splash Pad), as allowed by MCL 15.267 (h).

Roll Call:

Yes - Budros, Easterday, Howe, Werner, Carruthers, Estes,
Richardson

No - None.

CARRIED Unanimously.

3.

Announcements from the Deputy City Clerk.

The following addressed the Commission:

Katie Lowran, Deputy City Clerk

4.

Public comment.

The following addressed the Commission:

Steve Harold, 1290 Harvest East, Long Lake Township, Chairman of History Center

Christine Maxbauer, 503 West Eighth Street, Grand Traverse County Board of Commissioners

Rick Buckhalter, 932 Kelley Street

Michael Jackson, 217 Sixth Street

Carol Hale, 240 Washington #12

Steve Morse, 1133 Draka Road, Garfield Township
Paul LaPorte, 664 Hidden Ridge Drive, Peninsula Township, Art Center
President
Mike Kelley 10252 East White Birch Drive, Leelanau County, Art Center
Board member, past member of the Downtown Development Authority
Mary Bevins – Gillett, 1800 Wayne Street
Kat Muncie, 1129 Woodmere Drive
Peg Siciliano, 627 Eastwood, History Center Archivist
Commissioner Gary Howe

The Commission entered into closed session at 8:30pm.

The Commission returned to open session at 9:00 pm.

There being no objection, Mayor Estes declared the meeting adjourned at
9:01pm.

Katie Lowran
Acting City Clerk

Approved: _____, _____
(Date) (Initials)



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ¹⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: ZONING ORDINANCE AMENDMENT – RECREATIONAL FACILITIES

Attached is a memo from City Planning Director Russell Soyring regarding an ordinance amendment that amends the definition of “*Recreational Facilities*,” and eliminates the definition for “*Mechanical Amusement Arcades*.” In addition, “*Recreation Facilities with spectator seating capacity of 200 or less*” has been added as an allowed use to all zoning districts (OS, HR, C-1, C-2, C-3, C-4, D, T, GP, I, NMC, and H) excluding R Districts. (All zoning districts outlined are affected, however, the zoning code uses allowed are cumulative. For example, C-2 uses allow for C-1 uses plus additional uses. Therefore, only the sections mentioned in the motion below are being amended.)

I recommend the following motion:

that an amendment to the Traverse City Code of Ordinances, *Recreational Facility Definition Amendment and Elimination of the Definition for Mechanical Amusement Arcades* Section 1320.07, *Definitions; Recreational Facility Use Allowed* Sections 1328.01 *Open Space (OS) District Uses Allowed*; 1338.01 *Hotel Resort (HR) District Uses Allowed*; 1340.01 *Office Service (C-1) District Uses Allowed*; 1344.01 *Community Center (C-3) District Uses Allowed*; 1350.01 *Government/Public (GP) District Uses Allowed*; and 1358.01 *Hospital (H) Districts Uses Allowed*; regarding recreational facilities, as recommended by the Planning Commission, be introduced and scheduled for possible enactment on September 2, 2014.

JJO/kjl

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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: August 11, 2014

SUBJECT: Recreational Facilities Ordinance Amendment recommendation

The Planning Commission discussed an amendment to Recreational facilities at the June 17, July 1 and August 5 Planning Commission meetings. A public hearing was held at the August 5 meeting.

Recreational facilities currently are allowed in OS (Open Space) and GP (Government Public) Districts and are defined as a **“public or private non-profit facility for athletic activities such as ice arenas, stadiums, indoor sports areas, community recreation centers, indoor and outdoor swimming pools.”**

“Amusement and recreational services” are allowed in the C-3 (Community Center) and C-4 (Regional Center) districts. Recreational services are not defined in the zoning code so staff relies on the Standard Industrial Classification Manual as an interpretative guide. This guide states this category of uses “includes establishments engaged in providing amusement or entertainment services, not elsewhere classified.”

The Zoning Code also regulates Mechanical amusement arcades, athletic fields and golf courses. Mechanical Arcades are allowed with conditions and limitations in the C-3 and C-4 Districts. See section 1344.01. Athletic fields and golf courses are allowed in the R Districts and any district that allows R District uses such the C Districts.

A brief summary of the proposed recreational facility amendments to the Zoning Ordinance:

1. Amend the definition of “Recreational facilities” to read, **“Recreational facilities means buildings or grounds, excluding amusement parks where a variety of sport or exercise activities are offered.”**
2. Add **“Recreation Facilities with spectator seating capacity of 200 or less”** to all zoning districts (OS, HR, C-1, C-2, C-3, C-4, D, T, GP, I, NMC and H) except for the R Districts.
3. Eliminate **“Amusement and recreation services”** as a use listed in the C-3 and C-4 Districts. (It is confusing to have both “Recreational facilities” and “Amusement and recreation services” listed as a permitted uses.)

4. Eliminate "**Mechanical amusement arcades**" with the associated conditions in the C-3 and C-4 Districts. Mechanical amusement arcades would be incorporated as a use by right under the revised Recreational facility definition.

Recreational facilities with more than 200 seats for spectators could be allowed by Special Land Use Permit or allowed by right with specific conditions. Stadiums have unique traffic, parking, lighting and sound issues and would be best handled by creating a special district with a campus plan, an overlay district or Special Land Use Permit. Amusement parks could also be allowed by Special Land Use Permit. Special Land Use Permit regulations for stadiums and amusement parks are not included in the current ordinance amendment, but could be considered at a future time if the Commission feels it is necessary.

At the Public Hearing, one person spoke in support of the amendment.

The following motion was made:

Motion by Commissioner Bergman, second by Commissioner Warren, that an amendment to the Traverse City Code of Ordinances Sections 1320.07, *Definitions*; 1328.01 Open Space (OS) District *Uses Allowed*; 1338.01 Hotel Resort (HR) District *Uses Allowed*; 1340.01 Office Service (C-1) District *Uses Allowed*; 1344.01 Community Center (C-3) District *Uses Allowed*; 1350.01 Government/Public (GP) District *Uses Allowed*; and 1358.01 Hospital (H) Districts *Uses Allowed*; regarding recreational facilities be recommended by the Planning Commission and such recommendation be forwarded to the City Commission for their consideration.

Motion carried 9-0.

Please pass on the Planning Commission's recommendation to the City Commission regarding this request.

RAS/ml

Attachments: Ordinance amendment

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Open Space District Section 1328.01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1328.01 USES ALLOWED.

The following uses of land and buildings, together with accessory uses, are allowed in the Open Space District, with buildings less than 3,000 square feet in gross floor area:

- Airport clear zones;
- Athletic fields;
- Boat houses;
- Boat liveries;
- Cultural facilities;
- Community Gardens;
- Essential services without buildings;
- Golf Courses
- Marinas
- Outdoor public swimming pools
- Parks
- Playgrounds
- Recreational Facilities with spectator seating capacity of 200 or less
- Theaters in municipality owned buildings built prior to 2013

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Hotel Resort District Section 1338.01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1338.01 USES ALLOWED.

The following uses of land and buildings, together with accessory uses, are allowed in the Hotel Resort District:

- R-29 District uses;
- Lodging facilities;
- Offices, and retail shops provided the total floor area of the business or business within a building does not exceed 6,000 square feet in gross floor area on one level;
- Recreational Facilities with spectator seating capacity of 200 or less.
- Restaurants, family or fine, banquet or meeting rooms, but not drive-ins or drive-throughs and not exceeding 6,000 square feet in gross floor area.
- Drinking places without entertainment, up to 6,000 square feet gross floor area;
- Drinking places with entertainment if not adjacent to, abutting or across an alley from a residential district.
- Vacation Home Rentals maintaining a City Vacation Home Rental license.
- Veterinary Services, without outdoor runs.

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Office Service District Section 1340 .01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1340.01 USES ALLOWED.

The following uses of land and buildings, together with accessory uses, are allowed in the Office Service District:

- R-29 District uses;
- Art galleries;
- Business services;
- Educational services, except schools;
- Engineering, accounting, research, management & related services except testing and laboratory services;
- Finance, insurance and real estate services;
- Funeral services, excepting crematories;
- Health services except hospitals, sales and rentals;
- Legal services;
- Mailing services;
- Membership organizations;
- Offices;
- Personal services, including walk-in laundry and dry cleaning pick-up stations, but laundry cleaning and garment services are not allowed and without drive-throughs;
- Places of worship;
- Public administration, except correctional institutions;
- Recreational Facilities with spectator seating capacity of 200 or less.
- Repair services - watch, clock and jewelry;
- Repair services - reupholstery and furniture;
- Security services exclusive of sales and installation;
- Social services;
- Vacation Home Rentals maintaining a City Vacation Home Rental license;
- Veterinary Services, without outdoor runs.

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Community Center Districts Section 1344.01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1344.01 USES ALLOWED.

The following uses of land and buildings, together with accessory uses, are allowed in the Community Center district:

- HR District uses;
- C-2 District uses;
- ~~Amusement and recreation services (see mechanical amusement arcades below);~~
- Communication establishments;
- Contractors, with no outside storage;
- Drinking places with entertainment;
- Equipment rental and leasing;
- Finance services, including those having drive throughs subject to the standards of Section 1374.06, *Drive-throughs*;
- Kennels, provided no that no building, open kennel or exercise runway is closer than 200 feet from a Residential District;
- ~~Mechanical amusement arcades subject to the following:~~
 - ~~(1) All necessary licenses are obtained and maintained.~~
 - ~~(2) There is in physical attendance at all times of operation a minimum of one adult employee whose sole responsibility is to supervise the conduct of patrons on or near the premises.~~
 - ~~(3) Suitable ventilation, fire protection measures and adequate lighting inside and outside the premises are provided for the safety of patrons and the public as required by the Fire Marshal.~~
 - ~~(4) One bicycle rack per mechanical amusement device is provided on-site and located subject to the approval of the Planning Director.~~
 - ~~(5) There is not more than one arcade in a face block, and in no case shall an arcade be located closer than 600 feet to any existing arcade or amusement park.~~
- Medical Marihuana Collective meeting the following requirements:
 - (1) Use and transfer of Medical Marihuana shall comply at all times with the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time;
 - (2) Transfer of Medical Marihuana shall be only allowed to a Qualifying Patient directly in person by his or her Registered Primary Caregiver or by another Qualifying Patient as allowed by the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.
 - (3) The Collective shall not be in operation between the hours of 10:00 p.m. and 7:00 a.m.
 - (4) No Medical Marihuana Cultivation shall occur on the parcel.
 - (5) Except for parents or guardians of a Qualifying Patient and the Owner or staff of the

facility, persons other than a Qualifying Patient or Primary Caregiver shall be not permitted within the Collective when Medical Marihuana is being transferred or used.

- (6) A Qualifying Patient under the age of 18 shall be accompanied by a parent or guardian and notice of such shall be conspicuously posted.
 - (7) A Medical Marihuana Collective shall not be located within a 1,000 foot radius from any existing School.
 - (8) A Medical Marihuana Collective shall not be located within 1000 feet from another existing Collective.
 - (9) An Owner or Operator of a Medical Marihuana Collective shall not have been convicted of a felony involving controlled substances.
 - (10) The name and address of all persons with an ownership interest in the Medical Marihuana Collective and all Operators of the Medical Marihuana Collective shall be provided to the Zoning Administrator at least ten (10) business days prior to opening the Medical Marihuana Collective and least ten (10) business days prior to when a new person owns or operates the Medical Marihuana Collective.
- Microbrewery
 - Motorized vehicle dealers, mobile home dealers, watercraft dealers and recreational vehicle dealers subject to the following conditions:
 - (1) All outdoor display and storage in front or on the side of a building shall meet landscape requirements for parking areas.
 - (2) Outdoor display areas shall be differentiated from parking areas using contrasting surface material and shall be designated on a site plan.
 - (3) Any display platforms shall not be elevated more than three feet higher than the adjacent public right of way.
 - Personal services, including those having drive-throughs subject to the standards of Section 1374.06, *Drive-throughs*;
 - Pet boarding or pet grooming services, provided that no building, open kennel or exercise runway is closer than 200 feet from an R-District.
 - Printing (commercial);
 - Repair services, miscellaneous;
 - Restaurants, family, fine and fast, including drive-ins and drive-throughs accessory to an on-site, indoor, full service restaurant and including the parking requirements of Chapter 1372, *Landscaping* and Section 1374.06, *Drive-throughs*;
 - Retail trade;
 - Service stations and repair shops (except tire retreading) with or without fuel dispensing;
 - Theaters, except outdoor;
 - Vehicle wash facilities subject to the following standards:
 - (1) Customer stacking space shall be provided at a rate of three spaces per bay or wash area for a stationary-type (coin-operated) system, and eight spaces per bay for an automatic system.
 - (2) Customer stacking spaces shall be located and arranged to preclude obstruction of traffic flow on the public right-of-way or overhang and the public sidewalk.
 - (3) Grates the full width of the driveway shall be provided at the exits to intercept and collect excess water and prevent its spread onto the public right of way.
 - (4) A 35 foot setback is required from the property line where the primary exit for the vehicle wash facility is made. All other setbacks shall conform to the district requirements.
 - (5) All operations connected with this facility shall be conducted within the buildings, except for vacuuming, so as to minimize the effect of noise and moisture on surrounding areas.
 - (6) Where an auto wash is adjoining residential property or is separated from such

property by a public alley, there shall be provided a continuous decorative screenwall of not less than five feet or more than six feet in height.

(7) Ingress and egress shall be on an arterial or collector street, except where the Planning Commission determines public welfare or safety would be best served by allowing other means of ingress or egress.

- Veterinary services, provided that no building, open kennel or exercise runway is closer than 200 feet from a R-District;
- Warehousing.

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Government/Public Districts Section 1350.01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1350.01 USES ALLOWED.

- (a) Master Site and Facilities Plan. When applying for a land use permit, the governmental unit shall present a Master Site and Facilities Plan for the current uses on all contiguous property owned by that governmental unit and all anticipated uses within a minimum of the next five years. This plan shall show adjacent properties sufficiently to identify surrounding uses and potential impacts on them by the applicant's plan and shall conform to the requirements of Traverse City Code Section 1366.08, *Master Site and Facilities*.
- (b) Uses allowed in the GP district. The following uses of land and buildings, together with accessory uses, are allowed in the Government/Public District:
- Administration of economic programs;
 - Administration of human resource programs;
 - Athletic fields;
 - Auditoriums;
 - Cemeteries;
 - Community Gardens;
 - Cultural facilities;
 - Electrical, combination electric and gas and other utility services, water supply, sewage systems (except gas storage and refuse);
 - Environmental quality & housing program administration
 - Essential services and essential services with buildings;
 - Executive, legislative & general government uses except correctional institutions;
 - Finance, taxation & monetary services, public;
 - Health services except hospitals, sales and rentals;
 - Libraries;
 - National security & international affairs;
 - Parking structures, public or private, subject to the following standards:
 - (1) Parking structures shall be designed to have horizontal versus stepped or sloping levels at areas of public view. All ramping shall be concealed from public view.
 - (2) Openings shall not exceed 60 percent of the total wall surface. The shape of openings shall be vertical or square.
 - (3) Materials for parking structures shall follow the same restrictions as buildings;
 - (4) Sloped roofs are not required for parking decks, however:
 - A. The upper and lowest level of parking shall incorporate sufficient screening to shield cars from public view.
 - B. Parapet treatment is required to terminate the deck and give proper architectural finish to the structure. Cornices, overhangs and other devices which are consistent with the language of historical

buildings may be employed.

(5) The design of parking decks shall be consistent with the design of historical buildings in the area.

- Parks;
- Places of Worship;
- Playgrounds;
- Public works facilities;
- Recreational facilities with spectator seating capacity of 200 or less;
- Social services;
- Transitional housing;
- United States Postal Service.

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

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Benjamin C. Marentette, City Clerk

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY USE ALLOWED ORDINANCE AMENDMENT

THE CITY OF TRAVERSE CITY ORDAINS:

That Hospital Districts Section 1358.01, *Uses allowed*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1358.01 USES ALLOWED.

- (A) Master Site Facilities Plan. When applying for a land use permit for H-2 District properties, the applicant shall present a Master Site and Facilities Plan for the current uses on all contiguous property owned by applicant and all anticipated uses within a minimum of the next five years. This plan shall show adjacent properties sufficiently to identify surrounding uses and potential impacts on them by the applicant's plan and shall conform to the requirements of Traverse City Code Section 1366.08, *Master Site and Facilities Plans*.
- (B) H-1 District. The following uses of land and buildings, together with accessory uses, are allowed in the H-1 Hospital District:
- Community Gardens;
 - Dormitories;
 - Dwellings, multiple family, up to 29 dwelling units per acre;
 - Group day care homes;
 - Florists;
 - Health services, including clinics of doctors and dentists;
 - Hospitality houses;
 - Medical Marihuana Collective meeting the following requirements:
 - (1) Use and transfer of Medical Marihuana shall comply at all times with the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time;
 - (2) Transfer of Medical Marihuana shall be only allowed to a Qualifying Patient directly in person by his or her Registered Primary Caregiver or by another Qualifying Patient as allowed by the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.
 - (3) The Collective shall not be in operation between the hours of 10:00 p.m. and 7:00 a.m.
 - (4) No Medical Marihuana Cultivation shall occur on the parcel.
 - (5) Except for parents or guardians of a Qualifying Patient and the Owner or staff of the facility, persons other than a Qualifying Patient or Primary Caregiver shall be not permitted within the Collective when Medical Marihuana is being transferred or used.
 - (6) A Qualifying Patient under the age of 18 shall be accompanied by a parent or guardian and notice of such shall be conspicuously posted.
 - (7) A Medical Marihuana Collective shall not be located within a 1,000 foot radius from any existing School.
 - (8) A Medical Marihuana Collective shall not be located within 1000 feet from another existing Collective.

- (9) An Owner or Operator of a Medical Marihuana Collective shall not have been convicted of a felony involving controlled substances.
- (10) The name and address of all persons with an ownership interest in the Medical Marihuana Collective and all Operators of the Medical Marihuana Collective shall be provided to the Zoning Administrator at least ten (10) business days prior to opening the Medical Marihuana Collective and least ten (10) business days prior to when a new person owns or operates the Medical Marihuana Collective.

- Recreational Facilities with spectator seating capacity of 200 or less.
- Residential care and treatment facilities.

The following uses, if they meet the requirements of an accessory use, except that they need not be in the same building or on the same lot:

- Duplicating, mailing, stenographic and office services no larger than 2,000 square feet gross floor area;
- Schools for the handicapped;
- Educational services to the public related to health care;
- Financial institutions with no drive-throughs;
- Gift shops no larger than 2,000 square feet gross floor area;
- Orthopedic stores;
- Pharmacies no larger than 2,000 square feet gross floor area;
- Places of worship;
- Restaurants, family, fine and fast, under 2,000 square feet in gross floor area without drive-throughs or drive-ins;
- Social services;
- Veterinary Services, without outdoor runs

(C) H-2 District. The following uses of land and buildings, together with accessory uses, are allowed in the H-2 District:

- H-1 District uses;
- Health services;
- Hospitality houses;
- Hospitals and medical centers;
- Medical care facilities;
- Parking structures, public or private, subject to the following standards:
 - (1) Parking structures shall be designed to have horizontal versus stepped or sloping levels at areas of public view. All ramping shall be concealed from public view.
 - (2) Openings shall not exceed 60 percent of the total wall surface. Openings shall be vertical or square.
 - (3) Sloped roofs are not required for parking structures, however:
 - A. The upper and lowest level of parking shall incorporate sufficient screening to shield cars from public view.
 - B. Parapet treatment is required to terminate the deck and give proper architectural finish to the structure. Cornices, overhangs and other devices which are consistent with the design of historical buildings may be employed.
 - (4) The design of parking decks shall be complementary to the design of historical buildings in the area.
- Recreational Facilities with spectator seating capacity of 200 or less.
- Residential care and treatment facilities.

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

I hereby certify the above ordinance amendment was introduced on _____, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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

TRAVERSE CITY CODE OF ORDINANCES

ORDINANCE AMENDMENT NO. _____

Effective date: _____

TITLE: RECREATIONAL FACILITY DEFINITION AMENDMENT AND ELIMINATION
OF THE DEFINITION FOR MECHANICAL AMUSEMENT ARCADES

THE CITY OF TRAVERSE CITY ORDAINS:

That General Provisions and Definitions Section 1320.07, *Definitions*, of the Zoning Code of the Traverse City Code of Ordinances, be amended to read in its entirety as follows:

1320.07 DEFINITIONS.

As used in this Chapter:

Abutting means a lot or parcel which shares a common border with the subject lot or parcel.

Accessory building means a building or structure customarily incidental and subordinate to the principal building and located on the same lot as and spatially separated from the principal building.

Accessory dwelling unit means a secondary, self-contained dwelling allowed only in conjunction with a detached single family dwelling. It is subordinate in size, location and appearance to the primary detached single-family dwelling. An accessory dwelling unit generally has its own outside entrance and always has a separate kitchen, bathroom and sleeping area. It may be located within, attached to or detached from the primary single family dwelling.

Accessory use means a use customarily incidental and subordinate to the principal use of the land or building and located on the same lot as the principal use.

Adult Foster Care Family Home means a private residence with the approved capacity to receive not more than 6 adults who shall be provided foster care for 5 or more days a week and for 2 or more consecutive weeks. The adult foster care family home State licensee shall be a member of the household and an occupant of the residence.

Adult foster care small group home means a State licensed adult foster care facility with the approved capacity for not more than 12 adult residents to be provided foster care.

Affordable housing means housing units for eligible low-income households where the occupant is paying no more than 30% of gross income for housing costs.

Aggrieved person means a person who has suffered a substantial damage from a zoning decision not in common to other property owners similarly situated, and who has actively opposed the decision in question.

Airport terminal means the main passenger location of an airport and includes all office, hotel and retail uses commonly occurring at such locations.

Alley means a way which functions primarily as a service corridor and provides access to properties abutting thereon. "Alley" does not mean "street".

Alteration means any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls or partitions, columns, beams or girders.

Basement means that portion of a building which is partly or wholly below finished grade, but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement, as defined herein, shall not be counted as a story (see Figure 1-1). A cellar is a basement.

Berm means a constructed mound of earth rising to an elevation above the adjacent ground level of the site where located which contributes to the visual screening of the area behind the berm.

Block means a unit of land bounded by streets or by a combination of streets and public land, railroad rights-of-way, waterways or any other barrier to the continuity of development.

Block, face. "Face block" means that portion of a block or tract of land facing the same side of a

single street and lying between the closest intersecting streets.

Boat house means an enclosed or partially enclosed structure designed for the use and storage of private watercraft and marine equipment.

Boat livery means any structure, site or tract of land utilized for the storage, servicing, docking or rental of watercraft for a fee.

Brew pub means a facility as defined such by the State of Michigan.

Building means any structure designed or built for the enclosure, shelter or protection of persons, animals, chattels or property of any kind.

Building, height of. See "Height of building".

Building, principal. "Principal building" means a building within which is conducted the main or principal use of the lot upon which it is located.

Cemetery means property, including crematories, mausoleums, and/or columbariums, used or intended to be used solely for the perpetual interment of deceased human beings or household pets.

Clinic means an establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians or dentists or similar professions.

Club means an organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics, agriculture or similar activities, but not operated for profit and open only to members and not the public.

Cluster means a development design technique that concentrates building on a portion of the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features.

Communication Antenna means a device, dish or array used to transmit or receive telecommunications signals mounted on a communication tower, building or structure that is greater than one square meter in a residential district or two square meters in a non-residential district. Antenna does not include federally-licensed amateur radio station, television or radio receive-only antennas or antennas used solely for personal use. Communication antennas are not "essential services," public utilities or private utilities.

Communication tower or tower means any structure that is primarily designed and constructed for the purpose of supporting one or more antennas for telecommunications, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. Communication towers are not "essential services," public utilities or private utilities.

Community Garden means a parcel gardened collectively by a group of people.

Convenience store means a retail establishment offering for sale prepackaged food products, household items and other goods commonly associated with the same and having a gross floor area of less than 5,000 square feet.

Country club. See "golf course".

Critical root zone means a circular area surrounding a tree, the radius of which is measured outward from the trunk of a tree one foot for each one inch of diameter at breast height. The critical root zone shall also extend to a depth of four feet below the natural surface ground level.

Cultural facilities means facilities for activities for the preservation and enhancement for the cultural well-being of the community.

Development means all structures and other modifications of the natural landscape above and below ground or water on a particular site.

Diameter at breast height means the diameter of a tree trunk in inches measured by diameter at four and one-half feet (4.5') above the ground.

District means a section of the City for which the zoning regulations governing the use of buildings and premises, the height of buildings, setbacks and the intensity of use are uniform.

Drive-in means an establishment which by design, physical facilities, service, or by packaging procedures encourages or permits customers to receive services or obtain goods while remaining in their motor vehicles.

Drive-through means an establishment which by design, physical facilities, service, or by packaging procedures encourages or permits customers to receive service or obtain goods intended to be consumed off-premises.

Dripline means an imaginary vertical line extending downward from the outermost tips of the tree branches to the ground.

Driveway means a means of access for vehicles from a street, approved alley, across a lot or parcel to a parking or loading area, garage, dwelling or other structure or area on the same lot.

Driveway, Service means a point of access solely for the use of vehicles designed to load and unload trash receptacles three cubic yards or more in size.

Dwelling means any building or portion thereof which is designed for or used exclusively for residential purposes and containing one or more dwelling units.

Dwelling, multiple family. "Multiple family dwelling" means a building or portion thereof containing three or more dwelling units and designed for or occupied as the home of three or more families living independently of each other.

Dwelling, single-family. "Single-family dwelling" means a detached building containing one dwelling unit and designed for or occupied by only one family.

Dwelling, two-family. "Two-family dwelling" means a building designed for or occupied exclusively by two families living independently of each other.

Dwelling unit means one or more rooms with bathroom and principal kitchen facilities designed as a self-contained unit for occupancy by one family for living, cooking and sleeping purposes. The existence of a food preparation area within a room or rooms shall be evidence of the existence of a dwelling unit.

Eligible household means a household meeting the income criteria included in Chapter 1376, with income determined in a manner consistent with determinations of lower-income households and area median income under Section 8 of the U.S. Housing Act of 1937, as amended (Section 8 Housing Program).

Eligible housing nonprofit means a 501(c)3 nonprofit housing organization with the means and capacity to guarantee and enforce long-term affordability of affordable housing units meeting the requirements of Chapter 1376.

Emergency shelter means a facility operated by a governmental or nonprofit agency where supportive services and shelter are offered to homeless persons.

Erected means built, constructed, reconstructed, moved upon, or any physical operations on the premises required for the building. Excavations, fill, drainage and the like, shall be considered a part of erection when done in conjunction with a structure.

Essential services means the installation, construction, alteration or maintenance by public utilities or governmental agencies of underground, surface or overhead telephone, electrical, gas, steam, fuel, or water distribution systems, collections, supply or disposal systems, streets, alleys, sidewalks, or trails, including pavement, traffic control devices, signs, poles, wires, mains, drains, sewers, pipes, conduits, cables, padmount transformers, fire alarm and police call boxes, traffic signals, hydrants and similar accessories in connection therewith which are necessary for the furnishing of adequate service by such utilities or governmental agencies for the general public health, safety, convenience or welfare. "Essential services" do not include communication antennas and communication towers.

Essential service-structures. The erection, construction, alteration or maintenance by public utilities or governmental agencies of structures not in the right-of-way over 800 cubic feet in area including, but not limited to, towers, transmission and subtransmission facilities, or buildings related to essential services in all districts.

Facade means the exterior wall of a building exposed to public view.

Family means one or more persons occupying a dwelling unit and living as a single housekeeping unit, whether or not related to each other by birth or marriage, as distinguished from persons occupying a boarding house, lodging house or hotel.

Fence means a constructed barrier made of wood, metal, stone, brick or any manufactured materials erected for the enclosure of yard areas.

Flood plain, 100 year. "100 year flood plain" means the lowland areas adjoining inland and coastal waters which are identified on Floodway Maps produced by FEMA (Federal Emergency Management Agency) and which are estimated to have a one per cent chance of flooding in a given year.

Floor area. See AGross Floor Area@.

Frontage means the total continuous width of the front lot line.

Golf course/country club means any golf course, public or private, where the game of golf is played, including accessory uses and buildings customary thereto, but excluding golf driving ranges and miniature golf courses as a principal use.

Grade means

1. **For buildings having walls adjoining one street only:** the elevation of the public sidewalk, top of curb, or centerline of the street right-of-way, whichever is closest to the building, where a building wall adjoins a street.
2. **For buildings having walls adjoining more than one street:** the average elevation of the sidewalks, curbs or centerlines of streets, whichever is closest to the building walls adjoining the streets.
3. **For buildings having no wall adjoining the street:** the average of the lowest and highest ground surface elevations in an area within six feet of the foundation line of a building or structure. Any building or structure wall within 35 feet of a public or private street shall be considered as adjoining the street. (See Figure 1-2.)

Greenbelt means a strip of land of definite width and location upon which existing vegetation is preserved or an area is reserved for the planting of living plant materials to serve as an obscuring screen or buffer strip in carrying out the requirements of this Code.

Grocery store means a retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods.

Gross floor area (GFA) means the sum of the gross horizontal areas of the several floors of a building or structure from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but excluding any space where the floor-to-ceiling height is less than six feet.

Height of building means the vertical distance from the grade to the highest point on a mansard or flat roof or to the median height between the eaves and the ridge for gable, hip and gambrel roofs. (See Figure 1-3).

Home occupation means an accessory use of a dwelling unit for business purposes.

Impervious surface means any material which prevents, impedes or slows infiltration or absorption of storm water directly into the ground at the rate of absorption of vegetation bearing soils, including building, asphalt, concrete, gravel and other surfaces.

Impervious surface ratio means the area of impervious surface less those areas used exclusively for pedestrian circulation or outdoor recreational facilities divided by the gross site area.

Kennel means any lot or premises used for the sale, boarding, or breeding of dogs, cats or other household pets or the keeping of five or more dogs or cats in any combination over the age of six months.

Land clearing means:

1. The clearing of over 8,000 square feet of vegetation from any site, or
2. The removal of more than 20 trees more than 6 inches in diameter at breast height within 50 feet of a public or private street or river.

Mowing, trimming or pruning of vegetation to maintain it in a healthy, viable condition is not considered land clearing.

Landing area means a landing pad, area, strip, deck or building roof used to launch or receive aircraft, including, but not limited to, power-driven winged or delta-winged aircraft, gliders, balloons and helicopters.

Landscaping means some combination of planted trees, vines, ground cover, flowers or turf so long as a minimum of 80 per cent of the landscape area is covered by living plant material. In addition, the combination or design may include rock ground cover, earth mounds, and such

structural features as fountains, pools, art works, screens, walls, fences and benches.

Laundromat means a business that provides home-type washing, drying and/or ironing machines for hire to be used by customers on the premises or operated for the benefit of retail customers who bring in and call for laundry.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in this Zoning Code, including one principal building together with accessory buildings, open spaces and parking areas required by this Zoning Code, and having its principal frontage upon a street or upon an officially approved private street. The word "lot" includes the words "plot", "tract" or "parcel".

Lodging Facility means a commercial establishment with one or more buildings whose primary use is to provide temporary overnight accommodations within individual guest rooms or suites to the general public for compensation. Accessory uses may include eating places, meeting rooms and other similar uses.

Lot, corner. "Corner lot" means a lot which has at least two contiguous sides abutting on and at the intersection of two or more streets.

Lot of record means a lot whose existence, location and dimensions have been legally recorded or registered in a deed or on a plat.

Lot, through. A Through lot means an interior lot having frontage on two more or less parallel streets.

Lot width means the horizontal distance between side lot lines measured parallel to the front lot line at the minimum required front setback line.

Manufacturing means the production of articles for use from raw or prepared materials by giving these materials new forms, qualities, properties or combinations, whether by hand labor or machine.

Marina means a commercial mooring, berthing, or docking facility for watercraft with or without provisions for launching, haulout, servicing, fueling or sales of accessory supplies.

~~**Mechanical amusement arcade** means any place, premises, room or establishment in which a substantial and significant portion of the business is devoted to the operation of mechanical amusement devices, or in which more than five mechanical amusement devices are located and available for operation. For purposes of this Zoning Code, a mechanical amusement arcade shall not include the following:~~

- ~~1. Mechanical amusement devices located in bars, taverns and cocktail lounges which are properly licensed by the State when the devices are located so as to be an integral part of the licensed operation and are available only to tavern patrons; and~~
- ~~2. Mechanical amusement devices located in motels or hotels when the devices are generally available only to registered guests.~~

~~**Mechanical amusement device** means any machine which, upon the insertion of a coin, slug, token, plate or disk, or upon payment of a price, may be operated by the public generally for use as a game, entertainment or amusement, including, but not limited to, games registering a score; electronic video games; mechanical and/or electronic devices, such as marble machines, pinball machines, mechanical grab machines, shuffle board game machines, pool tables and billiard tables; and all game operations or transactions similar thereto, whether operated by hand, electric power or a combination thereof. "Mechanical amusement device" shall not include:~~

- ~~1. A juke box or other similar device which plays only music for money;~~
- ~~2. A full size bowling lane or alley;~~
- ~~3. A movie theater seating more than ten persons; and~~
- ~~4. A vending machine dispensing food, drink, tobacco, toys or written material, which material can be utilized away from the premises where the machine is located and does not require further participation by the person inserting the item or paying the price at the location of the machine. A mechanical amusement device located on property used solely for a residential purpose or a private club, which device is not available for use by the general public, shall be exempt from this definition.~~

Medical Marihuana means marihuana as defined by the Michigan Medical Marihuana Act.,

MCL 333.26421 et seq. grown, used, or transferred for "medical use" as defined by the Michigan Medical Marihuana Act., MCL 333.26421 et seq.

Medical Marihuana Collective means a use where Medical Marihuana is transferred, pursuant to the Michigan Medical Marihuana Act., MCL 333.26421 et seq.

Medical Marihuana Cultivation means a use where Medical Marihuana is grown as permitted by the Michigan Medical Marihuana Act., MCL 333.26421 et seq.

Medical Marihuana Cultivation Facility means a use where more than 72 plants are being cultivated on a Parcel.

Microbrewery means a facility as defined as such by the State of Michigan.

Non-conforming use means a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Nursing home. See "Residential care and treatment facility".

Open space, common. "Common open space" means land within or related to a development, not individually owned that is designed and intended for the common use or enjoyment of the residents and their guests of the development and may include such complementary structures and improvements as are necessary and appropriate.

Operator of Medical Marihuana Collective means any person who is employed by or otherwise involved in the operation of a Medical Marihuana Collective.

Ordinary high water mark means the line between upland and bottomland which persists through successive changes in water levels, below which the presence and action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is identified along Grand Traverse Bay and the lower Boardman River as elevation 581.04 feet USGS.

Owner means any person having an ownership interest in a premises as shown on the latest Traverse City tax records.

Parcel. See a "lot".

Parking area means any public or private area, under or outside of a building or structure, designed and used for parking motor vehicles, including parking lots, driveways and legally designated areas of public streets.

Parking area, commercial. "Commercial parking area" means a tract of land which is used for the storage of motor vehicles, which is not accessory to any other use on the same or any other lot and which contains parking space rented to the general public or reserved for individuals by the hour, day, week or month.

Parking area, off-street. "Off street parking area" means a land surface or facility providing vehicular parking spaces off of a street together with drives and maneuvering lanes so as to provide access for entrance and exit for the parking of motor vehicles.

Parking area, private. "Private parking area" means a parking area for the exclusive use of the owners, tenants, lessees, or occupants of the lot on which the parking area is located or their customers, employees, or whomever else they permit to use the parking area.

Parking area, public. "Public parking area" means a publicly owned or controlled parking area available to the public, with or without payment of a fee.

Parking space means an area of land provided for vehicles exclusive of drives, aisles, or entrances giving access thereto, which is fully accessible for parking of permitted vehicles.

Parking structure means a building or structure consisting of more than one level and used to store motor vehicles.

Pavement. "Pavement" and "paved" mean permanent and completely covered with concrete, a bituminous surface, brick or other surface approved by the Planning Director.

Pedestrian scale means design and construction considerations based upon the scale of a human being which imbue occupants and users of the built environment with a sense of comfort and security.

Person means a corporation, association, partnership, trust, firm or similar activity as well as an individual.

Place of worship means a building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose.

Planning director means the head of the City Planning and Zoning Department or the designee of that person.

Plat means a map of a subdivision of and recorded with the Register of Deeds pursuant to State statute

Primary Caregiver means a primary caregiver with a registry identification card as defined by the Michigan Medical Marihuana Act., MCL 333.26421 et seq.

Principal use means the main use of land or structures as distinguished from a secondary or accessory use.

Public utility means any person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public; gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

Qualifying Patient means a qualifying patient with a registry identification card as defined by the Michigan Medical Marihuana Act., MCL 333.26421 et seq.

R-District means a residence district, namely an RC, R-1a, R-1b, R-2, R-9, R-15, and R-29 district.

Recreational facilities means ~~a public or private non-profit facility for athletic activities such as ice arenas, stadiums, indoor sports arenas, community recreation centers, indoor and outdoor swimming pools~~ buildings or grounds, excluding amusement parks, where a variety of sport or exercise activities are offered.

Recreational vehicle means a vehicle primarily designed and used as a temporary living quarters for recreational, camping, or travel purposes including a vehicle having its own motor power or a vehicle mounted on or drawn by another vehicle.

Residential Care and Treatment Facility means a facility providing:

1. Services, programs and temporary shelter for residents who are undergoing alcohol or substance abuse rehabilitation;
2. Temporary emergency shelter and services for battered individuals and their children in a residential structure.

Restaurant, family means an establishment where food and drink are prepared and served to seated customers. Customer turnover rates are typically less than one hour. Generally, these establishments serve breakfast, lunch, and dinner and sometimes are open 24 hours a day. It may include cafeteria-style facilities.

Restaurant, fast food means an establishment where food and drink are served to customers at a counter. Such establishments may or may not have seating facilities. Generally, food and drink is ordered and taken to be consumed outside the restaurant building.

Restaurant, fine means an establishment where food and drink are prepared and served. Customer turnover rates are typically one hour or longer. Such establishments serve dinner but generally do not serve breakfast and may or may not serve lunch or brunch.

Right-of-way means a public or private street, alley or easement permanently established for the passage of persons or vehicles.

Rooming house means a residential building where rooms or suites of rooms are rented where the renters use common facilities, such as hallways and bathrooms. A rooming house shall not include lodging facilities, apartment houses, two and multi-family dwellings or fraternity and sorority houses.

School means an educational institution under the sponsorship of a private or public agency providing elementary or secondary curriculum, and accredited or licensed by the State of Michigan; but excluding profit-making private trade or commercial schools.

Screen means a structure providing enclosure and a visual barrier between the area enclosed and the adjacent property. A screen may also be non-structured, consisting of shrubs or other growing materials.

Screen, opaque means a masonry wall, fence sections, earthen berm, evergreen hedge or a combination of these elements which completely interrupt visual contact and provide spatial separation.

Setback means the distance required between a lot line and a building wall.

Setback, front. A Front setback@ means the minimum required distance, extending the full lot width, between the principal building and the front lot line.

Setback, rear. A Rear setback@ means the minimum required distance, extending the full lot width, between the principal and accessory buildings and the lot line opposite the front line.

Setback, side. A Side setback@ means the minimum required distance, extending from the front setback to the rear setback, between the principal and accessory building and the side lot line.

Site diagram means a drawing, drawn to scale, showing the location of buildings and structures on a lot, as well as driveways, curb cuts, alleys, streets, easements and utilities. See Appendix 1, Figure 1-4.

Site plan means a plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this Code.

Stop work order means an administrative order which directs a person not to continue, or not to allow the continuation of an activity which is in violation of this Code.

Street means any public way, such as a public street, avenue or boulevard, at least 16 feet wide. Street does not mean "alley". See also "Private street".

Street, access. "Access street" means a street or alley designed primarily to provide access to properties.

Street, arterial. "Arterial street" means a street designed to carry high traffic volumes through the community.

Street, collector. "Collector street" means a street designed to carry moderately high traffic volumes from arterial and access streets.

Street, private. "Private street" means an officially approved thoroughfare, other than a public street or alley, permanently reserved as the principal means of access to abutting property.

Structural alterations means any change in a building requiring a building permit.

Structure means anything constructed or erected, the use of which requires a more or less permanent location on the ground or an attachment to something having a permanent location on the ground, including, but not limited to, freestanding signs, billboards, back stops for tennis courts and pergolas.

Tourist home means a single-family dwelling owned and occupied by a person renting out not more than three rooms for compensation to persons who do not stay for more than seven consecutive days.

Townhouse means a multiple dwelling in which each dwelling unit shares a common wall with at least one other dwelling unit and in which each dwelling unit has living space on the ground floor and has a separate ground-floor entrance.

Trailer means any enclosure used for living, sleeping, business or storage purposes, having no foundation other than wheels, blocks, skids, jacks, horses or skirtings, and which has been or reasonably may be equipped with wheels or devices for transporting the enclosure from place to place. "Trailer" includes motor homes, travel trailers and camper vans.

Transit center means a fixed location where passengers interchange from one route or vehicle to another that has significant infrastructure such as a waiting room, benches, restrooms, sales outlet, ticket or pass vending machines and other services.

Transitional housing means a facility which is operated by a government or a nonprofit agency providing interim sleeping and bath accommodations; interim eating and cooking facilities; and professional services to assist individuals or families in locating permanent housing.

Treelawn means the area of public right-of-way lying between the curb line of a curbed Street or developed travelway of a noncurbed street and the nearest private property line substantially parallel to said street.

Trip end means the total of all motor vehicle trips entering plus all motor vehicle trips leaving a designated land use or building over a given period of time.

Vacation Home Rental means a commercial use of a dwelling where the dwelling is rented or sold for any term less than 30 consecutive days.

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided in this Zoning Code.

Yard, front. "Front yard" means all land extending across the width of a property and lying between the building line and the front lot line.

Yard, rear. "Rear yard" means all land extending across the width of the property and lying between the building and the rear lot line.

Yard, side. "Side yard" means all land lying between a principal building and the side lot lines and extending from the front to the rear of the principal building.

Zoning Code means Part 13, Title One of the Code of Ordinances of the City of Traverse City and includes the text of this Zoning Code as well as all maps, tables, graphics, schedules as included or attached as enacted or subsequently amended.

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

I hereby certify the above ordinance amendment was introduced on August 18, 2014, at a regular meeting of the City Commission and was enacted on _____, 2014, 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



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁹JERED OTTENWESS, CITY MANAGER

SUBJECT: DECLARE COMPUTER SURPLUS AND AUTHORIZE FOR SALE
TO DOWNTOWN DEVELOPMENT AUTHORITY

Attached is a memo from Downtown Development Authority Executive Director Rob Bacigalupi requesting that one computer from Parking Administration be declared surplus and authorized for sale to the Downtown Development Authority.

I recommend the following motion:

that one iMac computer be declared surplus from Parking Administration and authorized for sale to the Downtown Development Authority.

JJO/kjl

k:\tcclerk\city commission\surplus items\imac

copy: Rob Bacigalupi, Downtown Development Authority Executive Director



To: Jered Ottenwess, City Manager

From: Rob Bacigalupi, Executive Director

RMB

Re: Declare computer surplus and sell to the DDA

Date: Tuesday, August 12, 2014

I am requesting that the City declare a computer surplus and sell the computer to the Downtown Development Authority. In May 2013 we replaced then Parking Administrator Dave Malewitz's computer with a new iMac. Our new administrator preferred a PC so we just purchased a new computer for her. We'd like to move the iMac over to the DDA office where we use Macs. Attached is our asset management system print out for the computer showing a current value of \$1,433.93.

Asset List

Send by Email

Decommissioned Parking Administrator



Notes

Now comes with magic mouse

Item	Decommissioned Parking Administrator	
Model	21.5 inch, late 2012	
Serial Number	D25KM10KDNM	Internal Asset ID
Category	Computers	
Purchased From	CDWG	
Purchased Date	May 7, 2013	In Service Date
Cost	\$1,920.00	May 20, 2013
Book Value	\$1,433.93	Depreciation Years
Depreciation Value	\$486.07	5
		Remaining Years
		3.7

Assigned To

Dave Malewitz

Location

TCPS Office

Signature

Date Checked Out

Date Due

Days Till Due

In-House

Date Checked In



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ^{SD}JERED OTTENWESS, CITY MANAGER

SUBJECT: 2014/2015 STORM WATER TREATMENT SYSTEMS
MAINTENANCE PROJECT

Attached is a memo from Department of Public Services Director Dave Green recommending a contract for the 2014 Storm Water Treatment Systems Maintenance Project.

As articulated by Mr. Green, we have 14 locations that have storm water treatment systems requiring major maintenance operations, with some having multiple systems.

Department of Public Services staff evaluated three different bid options presented for storm water maintenance operations within the city, and are recommending the low bidder.

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

that the Mayor and City Clerk execute a unit prices contract with B&B Environmental in the amount of \$26,800.00, more or less for the 2014/ 2015 Storm Water Treatment Systems Maintenance Project, at the unit prices indicated in its bid, with funds available in the Sewer Fund, such contract subject to approval as to its substance by the City Manager and its form by the City Attorney.

JJO/kjl

K:\tcclerk\city commission\agreements\ Storm Water Treatment Systems Maintenance 2014_2015

copy: Dave Green, Department of Public Services Director

Memorandum

The City of Traverse City
Department of Public Services



TO: Jered Ottenwess, City Manager
FROM: Dave Green, DPS Director *DK*
DATE: August 11, 2014
SUBJECT: 2014/2015 Traverse City Storm Water Treatment Systems
Maintenance Project

Currently, we have 14 locations that have storm water treatment systems requiring major maintenance operations, with some locations having multiple systems. The only way to correctly clean most of these systems is to use a Vac Truck to suck the contaminated and polluted water out of the underground "storage tanks" and haul the waste off site. It is a time intensive process as some of these systems hold over 10,000 gallons of contaminated storm water.

With the award of the SAW Grant to the City coupled with the overall increase in storm water quality treatment systems we now have in our system it has become difficult for us to continue to perform the required maintenance using the Vac Truck. We only have one Vac Truck in our fleet and it has been committed to the SAW Grant for the next 3 years to be used with appropriate staff as in kind contributions and necessary match for full funding of the grant. We cannot take the truck out of SAW service for what we believe to be 3 to 4 weeks of work during the same wet weather part of the year we need to be cleaning and filming sanitary sewers in order to clean the storm water treatment systems. We have looked into different options to cover this required maintenance and feel that hiring a contractor to do the work for the next few years is the most efficient way to proceed. Once we see what results are generated by the SAW Grant as it relates to a Storm Water Utility a different option may be warranted.

Sealed proposals were advertised for and were received on July 24, 2014 for the above referenced project. Three Contractors submitted bids for this work as follows:

B&B Environmental	Newago	\$ 26,800.00
PCS	Kalkaska	\$ 35,000.00
Elmer's Crane and Dozer, Inc.	Traverse City	\$ 38,500.00

Therefore, it is recommended that this work be awarded to the low bidder, B&B Environmental, LLC and that the proper City officials be authorized to execute a unit price contract with the above-mentioned low bidder, in the amount of \$26,800.00, more or less, with funds therefore available in Sewer Fund.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: MDOT CONTRACT FOR STATE TRUNKLINE MAINTENANCE

Attached is a memo from Director of Public Services Dave Green recommending the contract with the Michigan Department of Transportation for the City's continual maintenance of State trunklines within the city limits.

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

that the Resolution authorizing the Michigan Department of Transportation State Trunkline Maintenance Contract City of Traverse City (MDOT Contract No. 2014-0426) for the city's continual maintenance of state trunkline highways within the city limits, be adopted.

JJO/kjl

k:\tcclerk\city commission\agreements\contracts_mdostatetrunklinemaintenance

copy: Dave Green, Director of Public Services

Memorandum

The City of Traverse City
Department of Public Services



TO: Jered Ottenwess, City Manager
FROM: Dave Green, DPS Director *DG*
DATE: August 11, 2014
SUBJECT: State Highway Maintenance Contract

We have a contract with the Michigan Department of Transportation for maintenance of State Trunkline highways that pass through the City. As you know, we conduct winter maintenance, limited sweeping, and limited pothole repair on portions of M-37, M-31, and M-72. The attached contract outlines reimbursement procedures to municipal governments that perform maintenance on state trunklines. Basically, the State covers our costs for material, labor, and equipment used on the highways. The new contract will run from October 1, 2014 until September 30, 2019.

Please request City Commission authorization to approve the contract and accompanying resolution.



RESOLUTION
AUTHORIZING THE MICHIGAN DEPARTMENT OF TRANSPORTATION STATE
TRUNKLINE MAINTENANCE CONTRACT NO. 2014-0426
CITY OF TRAVERSE CITY

BE IT RESOLVED, that the Mayor and City Clerk execute the Michigan Department of Transportation State Trunkline Maintenance Contract City of Traverse City (MDOT Contract No. 2014-0426) for the City's continual maintenance of state trunkline highways within the City limits, with the contract subject to approval as to its substance by the City Manager and form by the City Attorney.

I hereby certify that the above Resolution was adopted by the City Commission of Traverse City at its regular meeting held on August 18, 2014, in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Katie Lowran
Acting City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF TRAVERSE CITY

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Traverse City, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 *et seq*; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 *supra*; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE UNIT	PRICE INCLUDES*	PER UNIT

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.

- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF TRAVERSE CITY

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. <p>2.State Administrative Board (SAB) approval is required prior to the start of work.</p>	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: JERED OTTENWESS, CITY MANAGER

SUBJECT: BORIDE ENGINEERED ABRASIVES – COMPLIANCE REVIEW
FOR INDUSTRIAL FACILITIES TAX EXEMPTION
CERTIFICATE #328

In 2012, the City Commission granted Boride Engineered Abrasives (Boride) an up to four year tax abatement for Personal Property, 2012-01, this abatement went into effect October 15, 2012. The City Commission's action stated that after two years, there must be a compliance review of the terms and conditions of that tax abatement in order for the remaining years to be granted by the City Commission.

If the City Commission decides to extend the personal property tax abatements by their respective remaining years, the City will forego \$2,832 in tax revenue. However, the extension of the certificates will allow Boride a total tax payment savings, including taxes not paid to the City, of approximately \$6,630.

The following recaps the tax abatement issue:

Local Identification Number	Type of Exemption	Years Granted	Years Completed	Years Remaining	City's Tax Revenue Foregone if Extended	Boride's Total Tax Payment Savings if Extended (including taxes not paid to City)
2012-01	Personal Property (PA 328)	4	2	2	\$2,832	\$6,630

Boride committed to a total investment of \$421,478. Compliance review shows Boride making a total investment of \$518,194 in personal property. Boride also committed to retaining a minimum of 20 jobs, (total jobs at time of application was 65), as well as creating a minimum of 2 new jobs. Compliance review shows that

Boride currently has 72 filled positions, seven of them being new since the initial approval of the tax abatement.

	Commitment Stated in Original Agreement	Compliance Review's Actual Totals
Investments	\$421,478	\$518,194
Job Retention	65	65
New Jobs	2	7

Attached is a memo from City Assessor Polly Cairns. You will note that she recommends the extension of the aforementioned abatement following the terms of the original awarded tax abatement agreement.

I recommend the following motion:

That the City Commission grants the extension of the remaining two years for personal property, local certificate 2012-01, to Boride Engineered Abrasives, in connection with the City Commission action of October 15, 2012, as outlined in the original terms of its agreement with respect to the State of Michigan Industrial Facilities Tax Exemption Certificate 2012-383.

JJO/kjl

k:\tcclerk\City Commission\Industrial Facilities Tax Exemption\Compliance Review_Boride_20140818.doc

copy: John Dressler, Boride Engineered Abrasives Controller
Polly Cairns, City Assessor

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager
FROM: Katie Lowran, Deputy City Clerk *Katie Lowran*
DATE: August 13, 2014
SUBJECT: Boride Engineered Abrasives – Two- Year Compliance Review

On September 18, 2006, the City Commission established an industrial development district for the above-referenced company at 2615 Aero Park Drive.

In 2012, Boride Engineered Abrasives requested four years of abatement for personal property investments under Act #328. Boride Engineered Abrasives original application included total improvements amounting to \$421,478.00 with retention of 20 existing jobs and the creation of two additional jobs within the time frame of completing the project. The City Commission approved this request and the abatement went into effect October 15, 2012.

The City's adopted policy allows for a maximum of four years on personal property with a two year compliance review to be conducted by the City Assessor with approval by the City Commission in order for the remaining two years to be granted.

The City Assessor's compliance review shows Boride Engineered Abrasives made total improvements amounting to \$518,194 in personal property, which is an additional investment of \$96,716. Compliance also shows that Boride currently has 72 filled positions, which is 5 more than committed to at the time of application.

As always, please feel free to contact me with any questions regarding process and contact the City Assessor with any questions regarding taxes and abatements.

MEMORANDUM

CITY OF TRAVERSE CITY



ASSESSING OFFICE

TO: Jered Ottenwess, City Manager

FROM: Polly Cairns, City Assessor *PSC*

SUBJECT: Boride Engineered Abrasives IFT Extension
(Reference No. 2012-383)

LOCATION: 2615 Aero Park Drive

DATE: August 11, 2014

All certificates granted by the City of Traverse City shall be for an initial period of two (2) years. After successful completion of a compliance review by the City Manager additional years may be granted by the City Commission, without public hearing, up to the maximum number of years determined by the original analysis.

City Commission approved an Industrial Facilities Exemption Certificate for Boride Engineering, for a total of four (4) years for personal property, in October 2012.

Boride has completed the initial two (2) year period and is requesting the City extend the current IFT Certificate for the remaining two (2) years, for the personal property, based on the maximum (4) years as approved as determined by the original analysis.

Review of Agreement:

Certificate:		Completed:	
N/A	Years Real	N/A	Years Real
4	Years Personal	2	Years Personal
2	New Jobs	7	New Jobs
65	Total Jobs at time Certificate Application	72	Current Jobs

Boride Engineered Abrasives has met the job creation and retention requirements stated in their IFT application. It is my recommendation for approval of the extension, remaining two (2) years applicable under Certificate 2012-383 for personal property.



RECEIVED

FEB 20 2014

CITY OF TRAVERSE CITY
CITY ASSESSOR'S OFFICE
CITY ASSESSOR'S OFFICE

February 20, 2014

Ms. Polly Cairns
City Assessor
400 Boardman Avenue
Traverse City, MI 49684

Dear Ms. Cairns:

I am in receipt of your letter requesting an annual report in regards to Industrial Facilities Exemption Certificate # 2012-383. I am happy to report that Boride Engineered Abrasives is in full compliance with the abatement.

Attached is a summary of the capital investments that we submitted with the abatement and additional investments that Boride made in 2013. As the investment schedule reflects, Boride exceeded the initial abatement request by \$26,154. Boride subsequently continues to invest heavily in plant equipment, tooling and technology in 2013 in the amount of \$518,194.

As a result of Boride's large capital investment, employment levels have increased significantly, far exceeding the stated increases in the abatement application. Current full time Boride employment at December 31, 2013 was 72 full time employees and 3.5 part time and temporary employees.

The information provided in this annual compliance review exceeds the stated abatement objectives of investments of \$421,478 and the addition of two (2) new full time equivalent jobs and the retaining of twenty (20) jobs. Ms. Cairns, if you should have further questions or require additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Dressler', written over a horizontal line.

John Dressler
Controller

Attachment

Boride Engineered Abrasives
Abatement Equipment List
12/31/2013

Equipment for Abatement	2012	Actual Cost	Variance
	Submitted Cost		
Prater Rotary Sieve	13,315	13,702	387
Maternini PVH023Spin Tester	48,118	48,118	-
Flexicon BFF-C-X Bulk Bag Dispensor	72,812	72,956	144
Phlaur Mixer	141,828	143,592	1,764
V Shell	15,502	16,073	571
Sweco 30 inch Vibr Screener	5,930	6,198	268
Dessicant Washer	8,058	9,709	1,651
Dessicant Drying Oven	6,000	6,476	476
Ross High Shear Mixer - HSM 100 LKSI	3,915	3,915	-
Lift Dump	46,000	70,193	24,193
Dust Collector Modifications	60,000	56,700	(3,300)
Total	421,478	447,632	26,154

Additional Capital Investment not on the IFT Application

2013	Cost	Classification	Cost by Classification
C13 368 Dell PC 3010, Office, 22" Mon-Sal	\$ 1,308.14	Computer Equip	
C13 371 Dell Opti 3010 - Betsi	\$ 787.15	Computer Equip	
C13 372 Dell Opti 3010 - Annette	\$ 787.14	Computer Equip	
C13 373 Surface Pro Tablet - Steve	\$ 1,505.15	Computer Equip	
C13 374 Surface Pro Tablet - Chris	\$ 1,505.14	Computer Equip	
C13 376 Dell Optilpex 3010 Tammie	\$ 772.36	Computer Equip	
C13 377 Dell Optilpex 3010 Tammie	\$ 772.36	Computer Equip	
C13 378 Barracuda Link Balancer	\$ 2,276.88	Computer Equip	
C13 381 Dell XPS 12 Laptop - tag 00389 Ar	\$ 2,526.80	Computer Equip	
C13 388 Dell Optiplex 7010 PC - QC	\$ 1,186.04	Computer Equip	
C13 389 Dell Optiplex 7010 PC - Sue	\$ 1,135.82	Computer Equip	
C13 392 Epson Projector 4855 W Lunc Rm	\$ 3,676.44	Computer Equip	
C13 394 Server Dell PwrEdge R520	\$ 17,938.72	Computer Equip	
C13 396 Dell Optiplex 7010, # 00393	\$ 1,142.45	Computer Equip	
C13 401 MS Surface Pro Tablet, 00395	\$ 2,044.69	Computer Equip	
C12 353 Summit Room Epson/Marantz Pr	\$ 8,407.49	Computer Equip	
C13 364 Microsoft Surface Pro Tablet Larr	\$ 1,485.96	Computer Equip	\$ 49,258.73
C11 320 120 Ton Rear Jog Project	\$ 1,730.00	Equip New	
C13 375 Videojet Printer Model 1520; M8	\$ 35,169.76	Equip New	
C13 387 Lapping Mach - 20"	\$ 10,570.01	Equip New	
C13 391 Desiccant Baskets (15)	\$ 3,292.35	Equip New	
C13 399 Paragon Kiln	\$ 3,403.75	Equip New	
C13 400 Midwestern 24" GyroVib Screene	\$ 4,906.31	Equip New	
C12 351 Hobart Bowl Dumper	\$ 6,948.37	Equip New	
C13 357 Water Cooling Plates - Aluminum	\$ 3,980.00	Equip New	
C13 359 Reclaim Discharge System	\$ 4,376.05	Equip New	
C13 360 General Mix Dust Collection	\$ 56,700.00	Equip New	

Additional Capital Investment not on the IFT Application

2013	Cost	Classification	Cost by Classification
C13 361 Scissor Lift Cart - Kiln	\$ 5,713.97	Equip New	
C13 363 Hydra Drum Dump'r Feed Tray 45	\$ 9,065.08	Equip New	
C13 365 Wabash Press G100H -24-BLX	\$ 75,105.86	Equip New	
C13 366 Defibrillator	\$ 1,550.00	Equip New	
C13 390 Storage Pallet Racking (Used)	\$ 3,632.72	Equip Used	
C12 346 Gang Cutting Upgrade	\$ 6,830.56	Equip Used	
C12 347 Lift Drum Dumper for V Shell	\$ 70,193.60	Equip Used	
C13 358 Hobart Mixer, used 12 qrt	\$ 1,900.00	Equip Used	
C13 362 Heavy Duty Inventory Racks	\$ 1,875.22	Equip Used	
C13 367 Cleve CNC Mill - 4hp, s/n 790150	\$ 18,465.01	Equip Used	
C13 379 Harrop Electric Kiln (K9)	\$ 65,695.34	Equip Used	\$ 391,103.96
C12 354 Gen'l Mix Drain Improvements @	\$ 17,230.36	Leasehold Impr	\$ 17,230.36
C13 369 7" Edger Tooling (8 sets)	\$ 8,100.00	Tooling	
C13 370 5" Edger Tooling (9 sets)	\$ 9,532.00	Tooling	
C13 380 Wheel 4 Segment 1st Cut Tooling	\$ 6,530.00	Tooling	
C13 382 Puck Chip Tooling, 1 1/2"	\$ 1,170.00	Tooling	
C13 383 (12) BSD & 5 Seg Dble Stake Tooli	\$ 24,780.00	Tooling	
C13 384 (10) Gang Cut Spacers	\$ 2,340.00	Tooling	
C13 385 Tooling, 48mm Hip Wheel	\$ -	Tooling	
C13 386 Tooling, 54mm Hip Wheel	\$ -	Tooling	
C12 350 1A8 CBN 1.55 inch Tooling	\$ 1,391.15	Tooling	
C12 355 Vit Wh 13.8 x 8mm & 13.8 x 12m	\$ 4,069.98	Tooling	
C12 356 Vit Tooling 400mm	\$ 2,688.00	Tooling	\$ 60,601.13
TOTAL			<u>518,194.18</u>



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

ANDY DILLON
STATE TREASURER

January 29, 2013

Larry Tiefenbach
Boride Engineered Abrasives
2615 Aero Park Drive
Traverse City, MI 49686

Dear Mr. Larry Tiefenbach:

Pursuant to Section 9f of Public Act (PA) 206 of 1893, as amended, the Department of Treasury received the New Personal Property Exemption resolution submitted for Boride Engineered Abrasives, located at 2615 Aero Park Drive, in the City of Traverse City, Grand Traverse County.

As provided by Section 9f(3) of PA 206 of 1893, as amended, with the receipt of a written concurrence from the President of the Michigan Strategic Fund, the State Treasurer has determined that exempting the new personal property for this project is necessary to reduce unemployment, promote economic growth, and increase capital investment in the State of Michigan. Therefore, the New Personal Property Exemption Certificate #383-2012 is approved and is being issued for a period of 4 years. This certificate exempts from the collection of taxes under this Act, all new personal property purchased or leased by Boride Engineered Abrasives, 2615 Aero Park Drive, beginning October 15, 2012 until December 30, 2016.

For question regarding this letter, please contact the Property Services Division at (517) 373-2408, PTE-Section@michigan.gov, or P.O. Box 30760, Lansing, MI 48909.

Sincerely,

A handwritten signature in black ink that reads "Roger W. Fraser".

Roger Fraser
Deputy State Treasurer
Local Government Services

cc: James L. Chrestensen, Assessor, City of Traverse City



The City of Traverse City

Communication to the City Commission

FOR THE REGULAR CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: POLICE SERGEANT'S COLLECTIVE BARGAINING AGREEMENT

The Police Sergeant's contract expired on July 30, 2014 and was negotiated through the mediation process.

Below is a summary of the more substantive tentative contract language changes that have resulted from mediation between the City and the Police Sergeant's Unit represented by Teamsters Local 214.

- Two year contract beginning July 1, 2014 and expiring on June 30, 2016.
- Annual salary increase between 2.0% and 4.0% based on CPI effective July 1, 2014 and July 1, 2015.
- Annual stipend in the amount of \$250 for the voluntary off-duty carry of a weapon.
- Section 11.5, *Shift Differential* for employees assigned and working the hours between 6:00 a.m. and 6:00 p.m. shall receive no additional shift differential and employees assigned and working the hours between 6:00 p.m. and 6:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour. The previous contract stated on the afternoon (second) shift the employees would receive a shift differential of fifty five cents (.55¢) per hour in addition to their regular hourly pay and night (third) shift would receive fifty cents (.50¢) per hour.
- Update Section 16.1, *Life Insurance* language to reflect an increase in coverage from twenty thousand (\$20,000) to fifty thousand (\$50,000) for regular full time employees.
- Update Section 16.3, *Hospitalization Insurance* to the employer and employee cost share to the 80/20 option adopted by the Commission in December 2013 under Public Act 152; to add clarifying language regarding the payment of health insurance opt-out money upon an employee's separation from service

- mid-year; and language updates to comply with the Affordable Care Act.
- Update Section 16.5, *Retirement Health Insurance Coverage* to make language that is more generic to an I.R.S. qualifying health savings plan rather than vendor specific. The change is a result of the City's move from ICMA to MERS in 2012.
 - Section 16.6, *Insurance Premiums on Layoff or Leave of Absence* to add additional language that would allow for an additional six (6) months of shared premium payments for an employee who was off work as a result of a work related injury upon approval by the City Manager and Chief of Police.
 - Section 16.7, *Vision Insurance* to make available vision insurance with the entire cost to be paid entirely by the employee.
 - Update Section 20.1, *Retirement Plan* each employee shall make a retirement contribution of 1.0% of gross salary effective both July 1, 2014 and July 1, 2015 for a total employee contribution of 2%.
 - Update Section 21.18, *Allowances for Detective and Administrative Sergeant* to allow credit for time of service assigned as Administrative Sergeants applied to the two (2) year waiting period for the additional compensation as a Detective. Also, reflect an increase from eight hundred dollars (\$800.00) to one thousand dollars (\$1,000.00) for an annual clothing allowance and it shall be the responsibility of the City to dry clean the Detective or Administrative Sergeant clothing under this section.

I recommend the motion to authorize the agreement (5 affirmative votes required).

that the Mayor and City Clerk execute a collective bargaining agreement with Teamsters State, County and Municipal Workers Local 214 (Police Sergeant's Unit) for the period of July 1, 2014, through June 30, 2016, such agreement subject to approval as to its substance by the City Manager.

If the Commission would like to discuss these terms and the negotiation strategy, I recommend that be done in closed session; and the motion would be appropriate:

that the City Commission enter into closed session immediately following the public comment portion of the agenda to consider the negotiation of a collective bargaining agreement for the Traverse City Police Sergeants Unit.

Memorandum

The City of Traverse City



TO: Representatives of the Police Sergeant Bargaining Unit
FROM: Jered Ottenwess, City Manager
DATE: July 31, 2014
SUBJECT: Sergeant CBA – Mediation Proposed Contract Language Changes

Below are proposed changes to the Police Sergeant Collective Bargaining Agreement (CBA). Highlighted language is an addition, and strikethroughs are deletions.

Two Year Contract July 1, 2014 – June 30, 2016

Section 8.1 Probationary Employee.

~~A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing.~~

Section 11.1 Work Schedule and Work Period.

~~The City agrees that the present six (6) week cycle work schedule will be continued except that such schedule may be changed for: (a) emergencies; (b) training; (c) conditions beyond the control of the City; (d) by mutual agreement; (e) exigencies of law enforcement; and in such circumstances, the City agrees to resume the six (6) week cycle work schedule as soon as conditions permit.~~

The workday shall consist of twelve (12) hours and the tour of duty shall consist of eighty-four (84) hours within a fourteen (14) day period. If, due to mandated schedule changes, an officer's pay hours fall short of eighty (80) for a pay period, that officer will have the option of using accumulated compensatory, vacation, or short-term leave time to make up the difference, or with the permission of the shift commander, work the difference on a directed patrol assignment. All hours

worked under this circumstance will be paid at the straight time rate- The Sergeant assigned to the Detective Bureau and the Administrative Sergeant will normally work an eight (8) hour, Monday through Friday day shift.

Section 11.3 Overtime Pay.

Overtime pay shall be one and one-half (1½) times the employee's hourly rate for all hours worked in excess of twelve (12) hours in any one (1) day or in excess of an average of eighty (80) hours in any one (1) pay period. Payment for overtime shall be made within the same pay period in which it was earned. Employees assigned to eight (8) hour shifts will be compensated at one and one-half (1½) times their hourly rate for hours worked in excess of eight (8) hours in a twenty-four (24) hour period and/or in excess of eighty (80) hours in a pay period. Payment for overtime shall be made within the same pay period in which it is earned.

Section 11.4 Compensatory Time.

Employees may, in lieu of overtime payment or holiday premium pay, opt to be paid for such time in compensatory time the same amount. Such compensatory time shall be limited to sixty (60) hours bank. Included with the last pay day of June each year compensatory time off banks will be cashed out at the appropriate rate of pay. All unused time at the conclusion of the calendar year shall be paid to the employee at the appropriate rate of pay.

Section 11.5 Shift Differential.

Employees assigned and working the hours between 6:00 a.m. and 6:00 p.m. shall receive no additional shift differential. Employees assigned and working the hours between 6:00 p.m. and 6:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour. on the afternoon (second) shift shall receive a shift differential of fifty five cents (.55¢) per hour in addition to their regular hourly pay; night (third) shift employees shall receive fifty cents (.50¢) per hour.

Section 11.6 Overtime Rotation.

The appropriate command personnel will be the determining authority on the necessity of overtime. The appropriate command personnel shall be responsible for calling the necessary personnel and the City shall maintain a current list of employees by seniority for purposes of overtime assignments.

Overtime assignments shall be made among employees in the bargaining unit on a rotational system. Rotation of overtime as contained herein shall not include Cherry Festival functions and/or other events similar to the Cherry Festival. The initial rotation shall be by seniority. The appropriate

command personnel will call the most senior employee presently able to do the work. Subsequent call-ins for overtime shall start with the most senior employee with less seniority than the employee who reported in for the previous overtime assignment.

If there is a refusal to accept overtime assignments, a notation shall be made next to the refusing employee's name indicating the hours refused. The least senior employee in the unit presently able to do the work must report for work if demanded by the appropriate command personnel.

No employee shall be subject to overtime assignments if off on vacation, sick leave, or leave of absence of personal nature. No employee shall be required or permitted to work in excess of ~~sixteen (16)~~ **eighteen (18)** hours in a twenty-four (24) hour period inclusive of overtime except in exigencies in law enforcement.

In the event there are no sergeants available to work the overtime, the City may assign the most senior patrol person under Section 9.7 of the Patrol contract.

For the normally scheduled pass days of a sergeant, a designated patrol person (called #2) shall be scheduled to fill the vacancy. If the designated patrol person (#2) does not report for work, other sergeants (but not patrol) may be contacted to fill the vacancy.

Section 15.2 Disability Pay.

If any employee is disabled in the course of and arising out of their employment and as such is eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal their regular gross salary or wage.

The City shall pay the difference between the employee's regular gross wage and worker's compensation for the initial 30 working days which the employee is actually receiving worker's compensation payments in the event the employee suffers a direct injury caused by another person. In all other cases salary payments that are in addition to worker's compensation benefits shall be deducted from the employee's accrued sick leave banks. **Upon exhaustion of the sick leave bank, short-term leave bank, and compensatory bank, then accrued vacation bank hours may be used and deducted from appropriate banks in accordance with this section.** ~~Upon exhaustion of these banks, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan.~~

Section 16.1 Life Insurance.

The City agrees to pay the full premium for term life insurance, after six (6) months' service for regular full time employees in the amount of ~~Twenty Thousand (\$20,000)~~ **Fifty Thousand**

Office of the City Manager, 400 Boardman Avenue, Traverse City, MI 49684 (231) 922-4440

(\$50,000) dollars.

Section 16.3. Hospitalization Insurance.

The employer shall provide the following health benefits. The coverage is the Priority Health Savings Account HMO 100% Hospital Plan with minimum individual deductible of \$1150 and family deductibles of \$2300, subject to annual deductible adjustment in accordance with Internal Revenue Service (IRS) regulations, and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan. For employees unable to qualify for the above plan due to IRS regulations, the City will make available Priority Health Copay Alignment HMO 100% Plan with \$20 copayment primary care provider office visit, \$35 copayment specialist office visit and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan, or Priority Health HMO 100% Plan (Priority 1) with \$10 copayment primary care provider office visit, \$10 copayment specialist office visit and \$10 generic/\$30 brand name copayment for prescription drugs, or equivalent plan.

The City shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependents in accordance with Federal Law children up to the end of the year in which they reach age nineteen (19). Employees shall be required to complete an application for coverage and be required to promptly notify the City of any changes in status affecting the employee's coverage. Such notice shall be on forms provided by the City. New employees shall be eligible for health insurance coverage pursuant to terms and conditions of the City's health insurance contract.

A) For employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan, the Employer shall be responsible for eighty percent (80%) of the cost of the plan deductible and premium. Employees shall be responsible for twenty percent (20%) of the cost of the plan deductible and premium. ~~the cost of the plan deductible and premium up to the cap amount shown below plus fifty percent (50%) of the cost of the plan deductible and premium in excess of the cap. Employees shall be responsible for fifty percent (50%) of the cost of the plan deductible and premium in excess of the cap and such amount shall be payroll deducted.~~

~~Effective the first of the month which is thirty (30) days following the execution of the agreement, the cap for the plan deductible and premium will be:~~

- | | | | |
|------------------|---------------------------|------------------|-----------------|
| _____ | 1. Single person | _____ | \$295 per month |
| _____ | 2. Double person coverage | _____ | \$520 per month |
| _____ | 3. Family coverage | _____ | \$550 per month |

~~Per the above, the cost of the plan deductible will be paid into individual employees' health savings accounts on a monthly basis.~~ Per the above, the cost of the plan deductible will be paid into individual employee's health savings accounts on an annual basis. New hires and/or employees who

increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.

B) For employees enrolled in the Priority Health Copay Alignment HMO 100% Plan, or Priority Health HMO 100% Plan (Priority 1), the Employer shall be responsible eighty percent (80%) of the cost of the premium. Employees shall be responsible for twenty percent (20%) of the cost of the premium. ~~for the cost of the premium up to the cap amount shown below plus fifty percent (50%) of the cost of the premium in excess of the cap. Employees shall be responsible for fifty percent (50%) of the cost of the premium in excess of the cap and such amount shall be payroll deducted~~

Effective January 1, 2010, the cap premium will be:

1. Single person \$295 per month
2. Double person coverage \$520 per month
3. Family coverage \$550 per month

The City agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for the eligible employee. ~~including~~ For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

The City reserves the right to change health insurance providers and/or programs. The health insurance provided selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the City shall conform to all of the terms of this agreement.

There shall be a Health Insurance Committee consisting of equal representation by the City and the union. This committee shall periodically examine the employers health insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the employer regarding such. The City shall provide the union with written notice of any increase in health insurance premiums or any change in health insurance providers. The union may request that the City not change providers or request that it seek alternative coverage in lieu of a premium increase.

The parties agree to reopen affected articles, should the Federal or State government take-over or substantially change the current system of employer-provided group medical insurance coverage, or costs related thereto.

Section 16.4 Special Implementation Provisions for Payment of the Health Savings Account Plan Deductible in 2009-10.

~~Eligible employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan in accordance with Section 1 above as of January 1, 2010, will receive a 6/12th payment of the cost of the plan deductible into their health savings account on the first pay date in January, 2010. Eligible employees who choose to enroll in the Priority Health Savings Account HMO 100% Hospital Plan as of January 1, 2010 will receive a 6/12th payment of the cost of the plan deductible into their health savings account on the first pay date in January, 2010. However, in either case, should the employee's incurred medical expenses exceed the amount deposited in the health savings account, the employee will be reimbursed for such additional incurred medical expenses upon presentation of program eligible receipts/vouchers up to the maximum plan deductible amount of \$1150 single or \$2300 double/family.~~

Section 16.5 Retiree's Health Insurance Coverage.

(a) Effective for any employee who retires, on or after January 1, 1991, the City will pay the cost of the retiree's and spouse's hospitalization insurance subject to the following:

1. The employee must have at least 10 years of service with the City, and,
2. The employee must retire under the retirement system (Act 345), and,
3. The employee must be receiving an Act 345 Pension.

The benefit provided shall be equivalent to the benefit level effective July 1, 1991.

The City's obligation for premium payments shall be the premium amount in effect on July 1, 1991 and increased by five percent per year, compounded thereafter.

The premiums will be paid for the life of the retiring employee and the spouse, provided that such coverage will terminate in the event of divorce or remarriage of the surviving spouse.

(b) Effective for any employee who retires on or after July 1, 2009, the City will provide the same health insurance cost sharing toward retiree medical insurance coverage as provided to current employees, subject to the following:

1. The employee must have at least 10 years of services with the City, and,
2. The employee must retire under the retirement system (Act 345), and
3. The employee must be receiving an Act 345 Pension.

This health insurance cost sharing will continue for the life of the retiring employee and the spouse, provided that such health insurance cost sharing will terminate in the event of a divorce or remarriage of the surviving spouse.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health
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Insurance coverage. Instead the City will make a 2.0% contribution into an I.R.S. qualifying health savings plan for retiree health expenses to a Retirement Health Savings (RHS) plan, matched by an employee share of .5%. New employees hired after July 1, 2009 are required to enroll in accordance with IRS regulations covering such plans.

Section 16.6 Insurance Premiums on Layoff or Leave of Absence.

The City shall pay the required insurance premiums for the first full month following the month in which an employee is laid-off or takes a leave of absence. If the leave of absence is for a work-related disability, the City shall pay the required insurance premiums for six (6) consecutive months. An extension beyond six (6) months may be granted upon approval of the City Manager and Chief of Police up to a maximum of not more than twelve (12) consecutive months for an employee who suffers a direct injury caused by another person or in the event of an automobile accident while on active duty. Provided, however, that in all of the above cases, the employee pays their portion for continuation of these benefits. Upon discontinuance of the City's payment of insurance premiums, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

Section 16.7 Vision Insurance.

The City makes available vision insurance coverage for employees who wish to purchase the coverage. The City pays 0% of the insurance premium.

Section 20.1 Retirement Plan.

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended.

Effective July 1, 2007, any member including future retirement credit of employees who are promoted into the bargaining unit, age fifty (50) with twenty-five (25) years of service or age sixty (60) regardless of service shall have a pension as authorized under Public Act 345, payable at the rate of two and eight-tenths percent (2.8%) of the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service, multiplied by the first twenty-five (25) years of service, and all other benefits and compensation as set forth in said Act. (Michigan Act 345 of 1937 provides for "1% of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.") Effective July 1, 2014, each employee shall make a retirement contribution of 1.0 % of gross salary. Effective July 1,

2015, each employee shall make a retirement contribution of an additional 1.0% of gross salary for a total employee contribution of 2.0% effective July 1, 2015. Retirement contributions shall be by payroll deduction.

An annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in CPI, of the annual pension amount. The non-compounded adjustment would begin one (1) year after retirement and would continue annually for twenty (20) years. The provision will apply to all current and future members of this bargaining unit.

Section 21.1 No Discrimination.

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, compensation, work classifications, promotions or demotion, termination, transfers, or other conditions of employment or a matter directly or indirectly related to employment because of their actual or perceived race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity. . There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age, marital status, or religion.

Section 21.18 Allowances for Detective and Administrative Sergeant.

Any sergeant designated by the City to perform the assignment of Detective, and upon the completion of two (2) years in such assignment, shall receive two-thousand five hundred dollars (\$2,500.00) per year rolled in as part of their pay. Detective Sergeants who previously had been assigned as Administrative Sergeants or Detectives or School Liaison Officers under the Patrol Agreement shall receive credit for time of service in those positions against the two (2) year waiting period for this benefit. If the Detective Sergeant is reassigned to the uniform division, the officer will pay back the unused portion on a biweekly basis.

Any Sergeant designated by the City to perform the assignment of Administrative Sergeant shall upon receiving such assignment receive two thousand five hundred dollars (\$2,500.00) per year rolled in as part of their pay. If the Administrative Sergeant is reassigned to the uniform division, the officer will pay back the unused portion on a biweekly basis.

Any sergeant so assigned to Detective or Administrative Sergeant shall also receive an annual clothing allowance in the amount of ~~eight hundred one thousand dollars (\$800.00)~~ (\$1000.00) per year. It shall be the responsibility of the City to dry clean the Detective or Administrative Sergeant clothing under this section.

Section 21.19 Personal Leave Days.

Employees classified as sergeants in the Police Department shall be granted twenty-four (24) hours three (3) of personal leave time days-per fiscal year. Personal leave time is non-accumulative. ~~Personal leave days shall be separate and distinct from all other benefits received by the employees covered by this Agreement.~~

Appendix "A"

Effective July 1, 2014, the annual salary will be increased based upon the change in the April 2012 index as compared to the April 2011 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective July 1, 2015, the annual salary will be increased based upon the change in the April 2013 index as compared to the April 2012 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective the first pay of July each year, an annual stipend in the amount of two hundred fifty dollars (\$250.00) (subject to all required deductions) shall be included for the voluntary off-duty carry of a weapon.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: HICKORY HILLS MULTI-SEASON RECREATION MASTER PLAN

At the June 16, 2014, Regular City Commission meeting, the City Commission referred the above-mentioned plan to the Parks and Recreation Commission for its review and recommendation. Attached is a memo from Parks and Recreation Superintendent Lauren Vaughn indicating the motion adopted by the Parks and Recreation Commission.

The Charter Township of Garfield Board of Trustees adopted a joint resolution adopting the Hickory Hills Multi-Season Recreation Master Plan.

With respect to implementation of the Master Plan, I recommend that the process continue to be guided by the Hickory Hills Stakeholder Group, which consists of representatives from the City of Traverse City, Garfield Township, Preserve Hickory, and Grand Traverse Ski Club.

I recommend the following motion:

that the Joint Resolution – City of Traverse City and Charter Township of Garfield – Adopting the Hickory Hills Multi-Season Recreation Master Plan, be adopted.

JJO/kjl

k:\teclerk\city commission\resolutions\hickory hills master plan adopt

copy: Chuck Korn, Garfield Township Supervisor
Dave Green, Director of Public Services
Maureen Madion, Preserve Hickory
Laura Ness, Preserve Hickory
Don Stellin, Grand Traverse Ski Club

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager
FROM: Lauren Vaughn, Parks & Recreation Sup't.
DATE: June 30, 2014
SUBJECT: *Hickory Hills Master Plan*

At the Special Meeting of the Parks and Recreation Commission on June 25, 2014, the Commission approved a motion 4 – 2 to adopt the following motion:

“Motion to recommend that the City Commission adopt the Hickory Hills Master Plan and that the Parks and Recreation Commission leads the process of implementing the plan.”

It is important to note that the two commissioners that voted no to the motion did so, not because they were not in favor of the plan concepts, but that they did not have sufficient time to review the document in detail prior to the meeting.

The Commission is very much in favor of investing in Hickory Hills in order to make it a year round recreation facility and one that will be able to increase revenues through expanded and new opportunities in seasons other than winter.

Please seek City Commission adoption of the Hickory Hills Master Plan.

*Joint Resolution – City of Traverse City and Charter Township of Garfield –
Adopting the Hickory Hills Multi-Season Recreation Master Plan*

- Because, recreational opportunities are key for healthy, vibrant and exciting communities; and
- Because, the Hickory Hills Ski Area, owned by the City of Traverse City and located in the Charter Township of Garfield, opens the door for many families, individuals and lovers of recreation to enjoy the opportunities for recreation, all with close proximity to city and township amenities, and within an easy travel distance for the residents and visitors to the Charter Township of Garfield and City of Traverse City; and
- Because, the Hickory Hills Ski Area is rich in its history of providing an ideal opportunity for individuals to learn to ski, families to play together and positive memories to be made; and
- Because, the Hickory Hills Ski Area boasts the potential for providing varied recreational and community activities, including activities for all seasons, rather than solely winter skiing activities; and
- Because, the City of Traverse City, Charter Township of Garfield, Preserve Hickory group, and Grand Traverse Ski Club identified the need for the Hickory Hills Ski Area to reimagine the possibilities and create a sustainable model that capitalizes on the promise that this unique community asset holds; and
- Because, the Hickory Hills Multi-Seasons Recreation Master Plan provides a vision for a multi-season facility at Hickory Hills; and now, therefore be it
- Resolved,** that the City Commission for the City of Traverse City and Board of Trustees for the Charter Township of Garfield adopt the Hickory Hills Multi-Season Recreation Master Plan as a roadmap for the future of Hickory Hills.

I certify that this resolution was adopted by the Board of Trustees of the Charter Township of Garfield, at its meeting held on 7/22/14 located at 3848 Veterans Drive, Traverse City, Michigan.

Kay Schumacher
Kay Schumacher, Township Clerk

I certify that this resolution was adopted by the City Commission for the City of Traverse City at its meeting held on _____, located at 400 Boardman Avenue, Traverse City, Michigan.

Benjamin Marentette, City Clerk



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION REGULAR MEETING OF AUGUST 18, 2014

DATE: AUGUST 12, 2014

FROM:  JERED OTTENWESS, CITY MANAGER

SUBJECT: COMMUNITY DEVELOPMENT SERVICES AGREEMENT
WITH DDA AND GRAND TRAVERSE COUNTY

The DDA formed a staffing committee in mid-2013 following the passing of DDA Executive Director Bryan Crough to develop a staffing strategy moving forward. In December 2013, the staffing committee recommended to the DDA Board that they appoint Rob Bacigalupi as Executive Director and supplement the economic development role that Bryan Crough filled by entering into an agreement with Grand Traverse County and the City to provide those services through the Grand Traverse County Planning and Development Department. This effort resulted in the attached agreement that the DDA approved at its June 20th meeting. The Grand Traverse County Ways and Means Committee reviewed the Agreement at its July 16, 2014 meeting, and the Committee recommended approval by the Grand Traverse County Board of Commissioners. The GTCBOC approved the agreement at its July 30, 2014 regular meeting.

The three-year agreement's scope of services includes the following key tasks specifically relevant to the City:

- Work with City boards to develop an implementation plan for corridors, using economic development tools including Land Bank Authority, Next Michigan Development Corporation, Brownfield Redevelopment Authority;
- Develop an economic strategic plan;
- Identify an economic development organization; and
- Establish an executive team from taxing jurisdictions to focus on tax increment financing policy

I believe this cooperative effort to be in the best interest of all entities concerned, both in terms of cost effectiveness and consolidation of effort. I recommend approving the agreement with an annual cost to the City of \$10,000 to be paid out of the Economic Development Fund.

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

that the Mayor and City Clerk execute the Community Development Services Agreement with the Downtown Development Authority and the County of Grand Traverse, which agreement shall be for a three year period, with an annual contribution of \$10,000 to be paid out of the Economic Development Fund, such agreement subject to approval as to its substance by the City Manager and its form by the City Attorney.

e-copy: Russell Soyring, Planning Director
 Rob Bacigalupi, DDA Executive Director
 John Sych, Grand Traverse County Director of Planning and
 Development
 Jean Derenzy, Grand Traverse County Deputy Director of Planning
 and Development

COMMUNITY DEVELOPMENT SERVICES AGREEMENT

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 **DOWNTOWN DEVELOPMENT AUTHORITY**, a Michigan authority, 303 East State Street, Suite C, PO Box 42, Traverse City, Michigan, 49685 (the "DDA"), and the **COUNTY OF GRAND TRAVERSE**, a Michigan corporation, of 400 Boardman Avenue, Traverse City, Michigan (49684), (the "County");

WITNESSETH

WHEREAS, the City is authorized to plan for economic development within the City in the interest of the public health, safety and welfare; and

WHEREAS, the DDA is authorized under the Downtown Development Authority Act, MCL 125.1651 *et seq* (the "Act") to study and analyze the impacts of metropolitan growth on the downtown districts (the "Districts") and develop long-range plans designed to halt the deterioration of property values in the Districts and to promote the economic growth of the Districts; and

WHEREAS, the County, through its Department of Planning and Development, is authorized to plan for economic development within the County in the interest of the public health, safety and welfare; and

WHEREAS, the DDA, the City, and the County may make and enter into contracts necessary or incidental to accomplish this purpose; and

WHEREAS, the public and future downtown, City, and County development are served by the County providing the City and the DDA with community development services as set forth herein; and

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 *et seq*.

NOW THEREFORE, the City, the DDA, and the County agree as follows:

1. Scope of Services. The County shall provide the services set forth in Attachment A, attached hereto and made a part hereof, through its Planning and Development Department to the City and the DDA (the "Services"), which services may from time to time be amended by the parties.

2. Term. The term of this Agreement shall be 3 years from the date of this Agreement. Thereafter, the term of this Agreement may be extended by mutual agreement for an additional period as may be agreed by the parties.

3. Compensation. Each party to this Agreement shall contribute an amount of ten thousand dollars (\$10,000.00) annually during the term of this Agreement. For any additional term, compensation shall be in an amount as determined by the parties by mutual agreement.

4. No Transfer. No transfer of personnel, ownership of personal or real property, leases, or contracts is intended by this Agreement. The relationship of the parties is that of an independent contractor and in accordance therewith, the parties covenant and agree to conduct themselves consistent with such status and that neither the parties nor their employees, officers or agents will claim to be an officer, employee or agent of the other 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 County to be a joint venture.

5. 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, sexual orientation, handicapped status, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement. The parties additionally agree not to discriminate on the above basis in their administration of this Agreement.

6. Termination. Any party may terminate this Agreement in whole or in part whenever the parties determine that termination is in their best interest upon 30 days written notice to the other parties. Upon termination, the County shall be entitled to and the City and the DDA shall pay the costs actually incurred in compliance with this Agreement up to the date of termination.

7. Failure to Enforce. Failure by the parties at any time to enforce any provision of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof, or the right of the parties to enforce any provision at any time in accordance with its terms.

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

9. 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.

10. 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.

11. 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.

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

CITY OF TRAVERSE CITY

Michael Estes, Mayor

Benjamin C. Marentette, City Clerk

DOWNTOWN DEVELOPMENT AUTHORITY

, Chairperson

, Secretary

GRAND TRAVERSE COUNTY

, Chair

, Clerk

Approved as to Substance:

Jered Ottenwess, City Manager

Rob Bacigalupi, DDA Executive Director

Dave Benda, County Administrator

Approved as to Form:

Lauren Tribble-Laucht, City Attorney/General Counsel

Robert Cooney, General Civil Counsel

COMMUNITY DEVELOPMENT

SCOPE OF SERVICES

Concepts and Approaches

Pursue economic development initiatives to spur job growth, increase income for local residents, raise property values, and expand the tax base.

These services as outlined may be revised or amended from time to time as agreed upon by the parties.

Approaches to Public-Sector Economic Development

Implementation Tasks

Developments within DDA District: Work with private developers on existing and new plan concepts / new investment within the DDA and management of these projects. These services will include working with developers to review development plans and recommend public economic tools needed, including Brownfield, Land Bank, Next Michigan, etc. Work will be coordinated with DDA Director to achieve success to implement capital plan/master plan goals for public infrastructure. Coordinate activities and develop Plan that identifies joint ventures between DDA, State and other entities.

City Wide Development: Work with City Planning Commission, City Commission and County Board to develop an implementation plan for the established transportation corridors. It is the intent that the initial corridors where work will be focused are identified in Exhibit 1, attached hereto and made a part hereof, (the "Corridors"). The Corridors may be modified from time to time depending on need, opportunity, and benefit as determine by the parties.

Economic tools will include, but not be limited to, Land Bank (Land assembling strategic property purchases), Brownfield, and Next Michigan (utilizing the Local Development Financing Authority {LDFA} tool through Next Michigan). These corridors are recognized as neighborhood mixed-use districts that provide residents with goods and services that tie into downtown.

Develop Economic Strategic Plan: This Strategic Plan will identify the values of the community, realize the limits of government and establish joint ventures to implement economic opportunities; work to support long term jobs for Grand Traverse County residents and reinforce the County's key role in the regional economy; reinforce the message that businesses are a vital part of the community; support growth of local businesses, both small and large, in technology and non-tech fields; leverage the assets of higher education to build economic opportunities; and create a County for the next generation. Support investment in our community that creates new jobs; enhance commercial districts that provide residents with goods and services for the neighborhood(s) (ties directly back to the Implementation of Corridors); and cultivate an entrepreneurial and academic environment that fosters innovation and the encouragement to grow the cultural assets and entertainment activities that attract visitors and conventions.

The above outlined activities are identifiably broad with components that can, and should be, drawn out as strategies to implement the broad goal(s) of each category. It is also recommended that on a yearly basis that a report be provided to be able to see how the activities have obtained results. It is by this measurement that boards, committees, councils and staff can implement new (change) strategies to help with the implementation of goals.

Economic Development Organization (EDO) A result of the Economic Development Strategy may be the identification of an EDO to market and promote the County and region. This may include examining a variety of possible models; identifying additional community partners; making a recommendation and outlining the process for achieving this goal, if adopted.

Establish Executive Team from all taxing jurisdictions: Team will focus on TIF Policy, and assist in the coordination of "opting in" with new LDFA and/or any TIF program expansion. Team will be comprised of representatives from other tax-supported governmental units within the region. This team is critical to achieve successful implementation of any future TIF being LDFA or DDA and support from the local taxing jurisdictions, having leaders from each of the organizations is important to ensure communication is sent back to respective boards.

Management Tasks

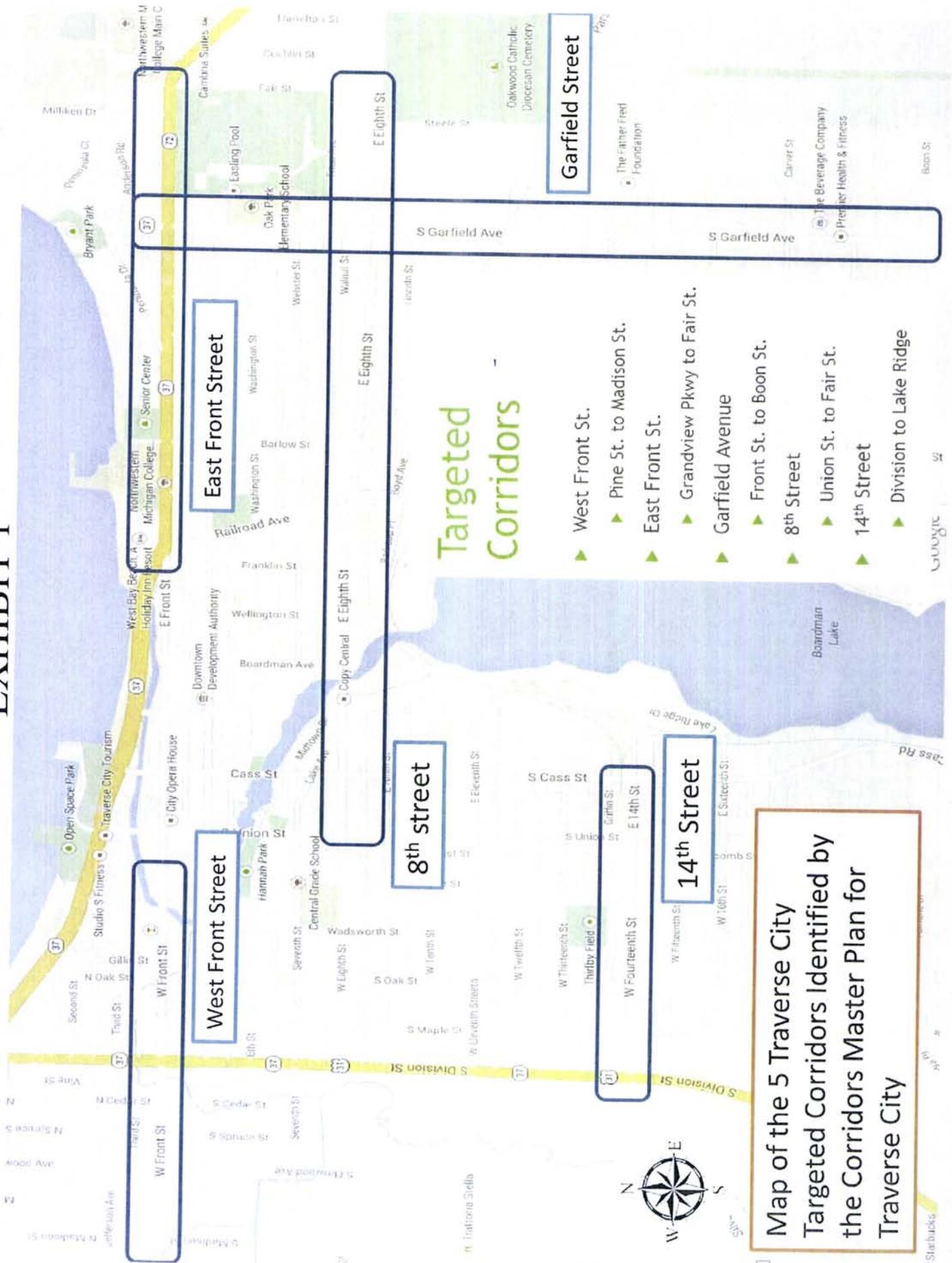
Maintain Communications Between Staff Participation in meetings with DDA Director, City Manager, County Administrator.

Provide Regular Updates to Boards and Commissions

Measuring Results of Project Progress

It is important that plans/projects have tangible outputs that can be benchmarked and measured. Useful data includes labor statistics, retail sales, tax revenue changes, commercial occupancy rates, property and rent values, and the total number of new business starts. In addition surveys to track consumer and investor opinions should be utilized to provide feedback to policy makers. County will work with DDA and City to benchmark and measure success.

EXHIBIT 1



Map of the 5 Traverse City Targeted Corridors Identified by the Corridors Master Plan for Traverse City



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ^{SO} JERED OTTENWESS, CITY MANAGER

SUBJECT: PUBLIC HEARING – 14-SLUP-01 – 1012 CENTRE STREET
GROUP DAY CARE HOME

A public hearing on this matter has been scheduled for Monday night. Attached is a previously submitted memo from City Planning Director Russell Soyring indicating that the Planning Commission recommends approval of this request.

Following the public hearing, I recommend the following motion:

that the Order Granting Special Land Use Permit No. 14-SLUP-01, to allow for a Group Day Care Home at 1012 Centre Street, as recommended by the City Planning Commission, provided that the general and specific standards in sections 1364.02 and 1364.08 (i) respectively are met, any violations noted by the Fire Marshal are corrected, all necessary State licenses are obtained and “Approved Child Care Provider” identification is prominently displayed in a street-side window, be adopted.

JJO/kjl

k:\tcclerk\city commission\special land use permit\1012 Centre Street\slup_publichearing

copy: Russell Soyring, City Planning Director
Sandy Oliver, Applicant – 1012 Centre Street

Memorandum

The City of Traverse City
Planning Department



TO: Jered Ottenwess, City Manager
FROM: Russell A. Soyring, Planning Director *Russ Soyring*
DATE: July 7, 2014
SUBJECT: 1012 Centre Street group day care home recommendation

The Planning Commission discussed a Special Land Use Permit request by Sandy Oliver, of 1012 Centre Street, to operate a group day care home at 1012 Centre Street on June 3, 2014 and held a Public Hearing on July 1, 2014. The parcel is located in a Two Family Dwelling (R-2) District. Group day care homes are allowed by Special Land Use Permit.

Group Day Care Homes must meet §1364.02 *General Standards of Approval* and the specific requirements of §1364.08(i) *Group day care homes, including adult day care*.

At the Public Hearing, there were no public comments.

The following motion was made:

Motion by Commissioner Easterday, second by Commissioner Warren, that the request for a Special Land Use Permit 14-SLUP-01 to allow for a Group Day Care Home at 1012 Centre Street be hereby approved by the Planning Commission provided that the general and specific standards in sections 1364.02 and 1364.08 (i) respectively are met, any violations noted by the Fire Marshall are corrected, all necessary State licenses are obtained and "Approved Child Care Provider" identification is prominently displayed in a street side window; and further that the recommendation be passed along to the City Commission for consideration.

Motion carried 8-0 (Commissioner Twietmeyer absent).

Please pass on the Planning Commission's recommendation to the City Commission regarding this request.

RAS/ml

Attachments: SLUP Application, Proposed site plan, Location Map, Site Photographs, excerpts from the Zoning Code sections 1364.02 *General Standards for Approval* and 1364.08 (i) *Group day care homes, including adult day care*, Staff Report dated June 27, 2014



City of Traverse City

SPECIAL LAND USE PERMIT APPLICATION

Planning Department, 400 Boardman, Traverse City, MI 49684 (231) 922-4778 Telefax (231) 922-4457

NOTE: BEFORE SUBMITTING AN APPLICATION, AN APPLICANT SHALL MEET WITH THE PLANNING DIRECTOR TO REVIEW THE PROPOSED PROJECT, THE TRAVERSE CITY CODE OF ORDINANCES AND THE CITY PLAN. Traverse City Code, Sec. 1364.04(a)

APPLICATION FEE:	\$830.00	DATE:	5-23-14
CHECK NO.:	418958	HEARING DATE:	
RECEIPT NO.:	18401	PARCEL NUMBER:	

Property address: 1012 Centre Street
Traverse City Mich. 49686

Legal description: Family owned home - would like to use for group day care. fenced in back yard. 2 story light grey house with unattached garage.

Description of request: Request for Group daycare home. Drop off and pick up children in alley way off of Centre St.

THE COMPLETED APPLICATION AND FOURTEEN (14)* COPIES OF THE SITE PLAN SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT PRIOR TO THE MEETING AT WHICH THE REQUEST WILL BE CONSIDERED FOR INTRODUCTION. THE SITE PLAN SHALL MEET ALL THE REQUIREMENTS OF TRAVERSE CITY CODE, CHAPTER 1366, SITE PLANS AND SITE DEVELOPMENT STANDARDS.

Names of all property owners: Mark and Sandy Oliver

Applicant's name: Sandy Oliver

Address: 1012 Centre St. Traverse City, Mi. 49686

Telephone: 231-620-6347 Telefax

The undersigned acknowledges that in the event that it is determined by the Planning Director or the Planning Commission pursuant to Sections 1322.01 or 1322.05 of the Zoning Ordinance that the Application Fee will not cover the actual costs of processing this Application, including, but not limited to, costs for per diem expenses of staff, staff review and preparation time, professional reviews, attorney fees and other related expenses, outside professional planners, engineers, surveyors, architects or landscape architects, the undersigned shall be responsible for such additional fees in an amount determined by the Planning Director or the Planning Commission as provided by the Zoning Ordinance

Signature of owner(s): Mark Oliver Sandy Oliver

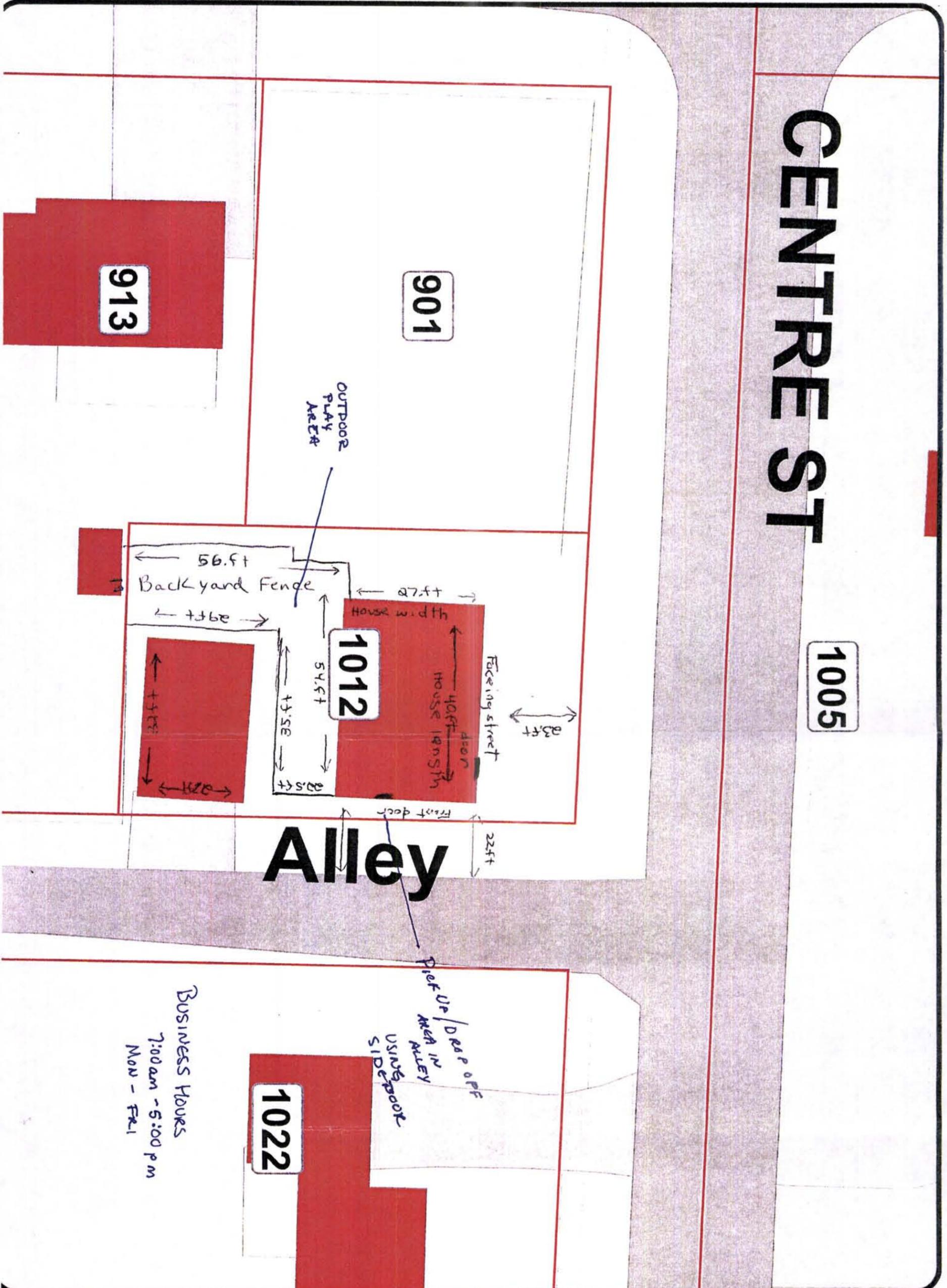
Signature of applicant (if different than owner):

Relationship of applicant to owner: Wife

*Note: After the Planning Commission has acted upon the request, ten (10) additional copies of the site plan shall be submitted to the City Clerk. 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 as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

CENTRE ST

1005



913

901

OUTDOOR
PLAY
AREA

56.11
Backyard Fence

1012

27.11
House width

40 ft
HOUSE LENGTH

Facing street

23 ft

Alley

22 ft

Pick Up / Drop off
AREA IN
ALLEY
USING BOOK
SIDEWALK

1022

BUSINESS HOURS
7:00am - 5:00pm
Mon - Fri

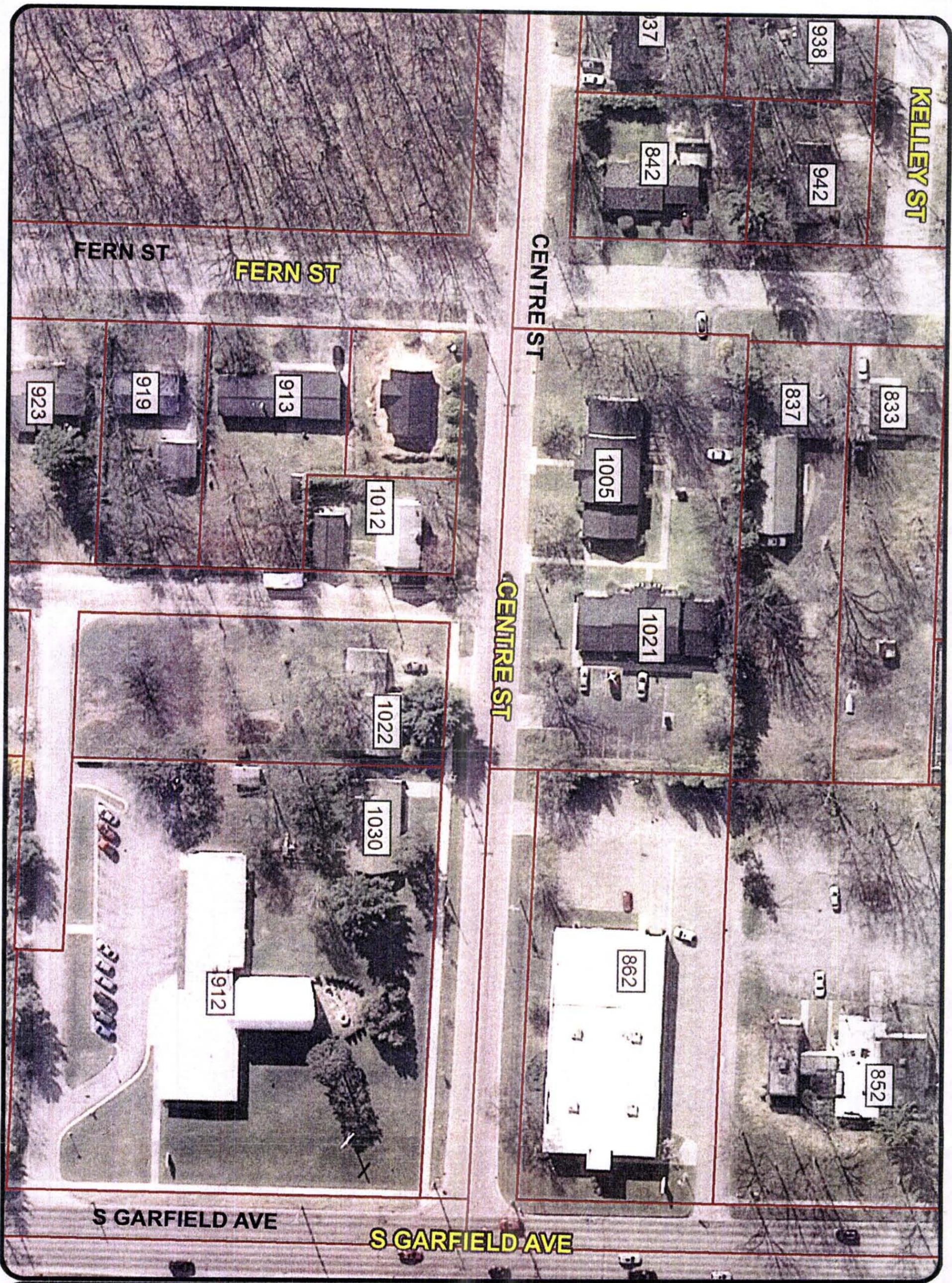
1" = 20'

Legend
Road Name
Parcel



1 inch = 20 feet

This map is based on digital databases from the City of Traverse City. Traverse City cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties expressed or implied.



KELLEY ST

CENTRE ST

FERN ST

FERN ST

CENTRE ST

S GARFIELD AVE

S GARFIELD AVE

TC GIS
City of Traverse City

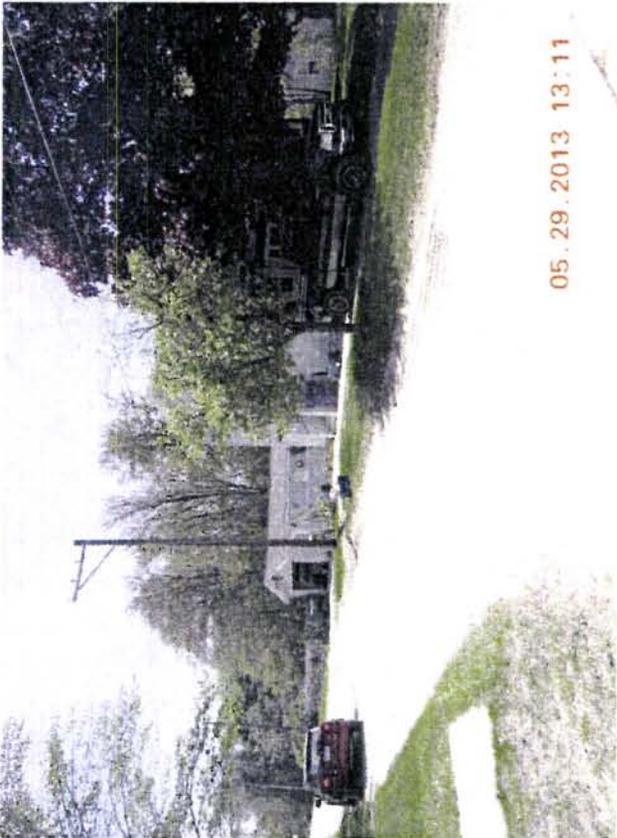
1012 centre street location map



1 inch = 60 feet

This map is based on digital databases from the City of Traverse City, Traverse City cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties expressed or implied.

1012 Centre Street Site Photographs



05.29.2013 13:11



05.29.2013 13:11

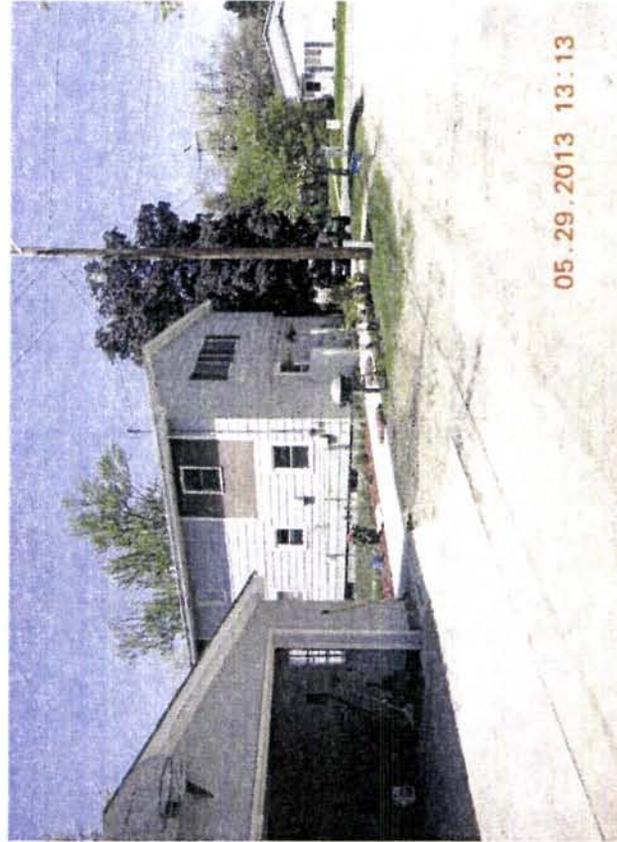
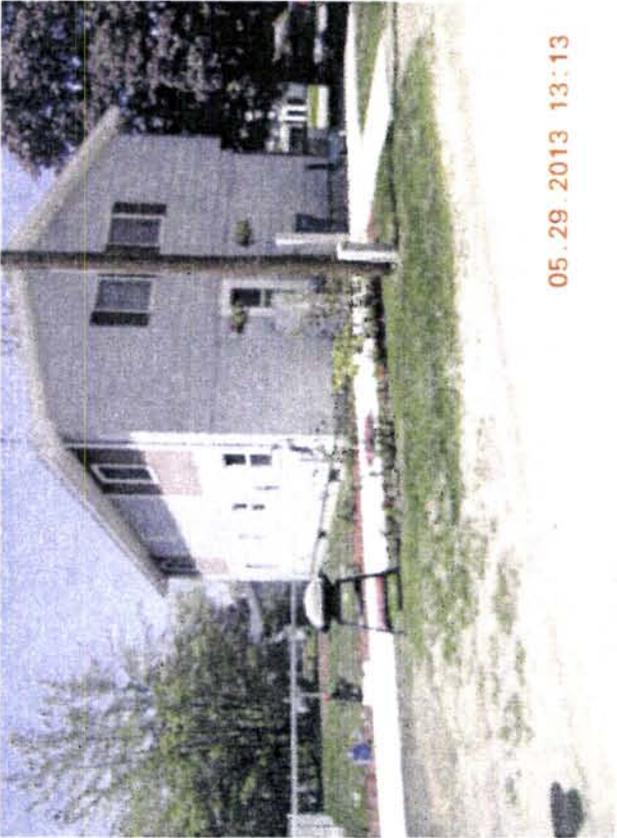


05.29.2013 13:12



05.29.2013 13:12

1012 Centre Street Site Photographs



SPECIAL LAND USE REGULATIONS (excerpts from Traverse City Code of Ordinances)

1364.02 GENERAL STANDARDS FOR APPROVAL.

Each application for a special land use shall be reviewed for the purpose of determining that the proposed use meets all of the following standards:

- (a) The use shall be designed, constructed, operated and maintained so as to be harmonious and compatible in appearance with the intended character of vicinity.
- (b) The use shall not be hazardous nor disturbing to existing or planned uses in the vicinity.
- (c) The use shall be served adequately by existing or proposed public infrastructure and services, including but not limited to, streets and highways, police and fire protection, refuse disposal; water, waste water, and storm sewer facilities; electrical service, and schools.
- (d) The use shall not create excessive additional requirements for infrastructure, facilities, and services provided at public expense.
- (e) The use shall not involve any activities, processes, materials, equipment or conditions of operation that would be detrimental to any person or property or to the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odors or water runoff.
- (f) Where possible, the use shall preserve, renovate and restore historic buildings or landmarks affected by the development. If the historic structure must be moved from the site, the relocation shall be subject to the standards of this section.
- (g) Elements shall relate the design characteristics of an individual structure or development to existing or planned developments in a harmonious manner, resulting in a coherent overall development pattern and streetscape.
- (h) The use shall be consistent with the intent and purposes of the zoning district in which it is proposed.

1364.08 SPECIAL LAND USE PERMITS GRANTED BY THE CITY COMMISSION.

- (i) **Group day care homes, including adult day care**, in an R-1a, R-1b, R-2, R-9, R-15 and R-29 as defined by MCL 722.111 et seq, as amended, subject to the following specific requirements, except child care centers located in and operated by hospitals and churches having a valid special land use permit for off-street parking in any R-District:
 - (1) All necessary licenses are obtained and maintained. Expiration or revocation of a license automatically terminates the special land use permit and a change in the licensee requires a special land use permit renewal.
 - (2) The lot is not located within 1,500 feet of another lot devoted to such use.
 - (3) For child day centers, fenced outside recreation areas of 1,200 square feet or more of playable ground surface shall be located on premise where it will most effectively shield neighboring properties from noise and visual disruptions. Play equipment shall not be placed streetward of the principal structure unless specifically allowed by the Planning Commission for unique circumstances.
 - (4) The use is not allowed in an apartment.
 - (5) The use is limited to an established and recognized work or shift period and shall

not be operated on a 24-hour basis unless approved by the Planning Commission.

- (6) The premises are approved by the City Fire Marshal prior to the issuance of the special land use permit and at least annually thereafter to maintain the special land use permit.
- (7) For child care centers, "Approved Child Care Provider" identification is prominently displayed in a street side window so as to be clearly identifiable from the public street, or as otherwise required by the City Commission.
- (8) No additional parking is required for the Group Day Care Home provided on-street parking is allowed adjacent to the property. If on-street parking is not allowed, four parking spaces shall be provided on premise.
- (9) As part of the application, a site plan shall be submitted showing the designated outside play area, primary drop off/pick up entrance and parking spaces.

CITY OF TRAVERSE CITY

ORDER GRANTING

SPECIAL LAND USE PERMIT NO. 14-SLUP-01

Pursuant to City Zoning Ordinance §1364, *Special Land Use Regulations*, the City Commission hereby grants a special land use permit for the following:

Street Address: 1012 Centre Street

Property Description: E 65 FT OF LOTS 20 & 21 BLOCK A BURCH ADD.

Special Use: Operation of a Group Day Care Home

Applicant: Sandy Oliver
1012 Centre Street
Traverse City, Michigan 49686

Owners: Mark and Sandy Oliver
1012 Centre Street
Traverse City, Michigan 49686

It is determined that the application is consistent with the intent of the Zoning Ordinance and the standards and requirements therein contained. The findings of fact and reasons upon which this determination is based are as follows:

1. The attached Statement of Conclusions is incorporated herein by reference.
2. The procedures and requirements for special land use decisions required by law and ordinance have been followed.
3. Any conditions imposed are necessary to carry out the intent, purpose and standards of the ordinance and to protect the public health, safety and welfare.

Conditions

1. The specific requirements outlined in each applicable section of this Zoning Code shall be satisfied.
2. That the owner of the land that is the subject of this granting order sign an agreement in recordable form acknowledging that the granting order is accepted and that the land is encumbered by the order. On behalf of the City, the City Manager is authorized to sign and is directed to record a copy of the agreement with the Register of Deeds. The City Clerk shall keep the official record of this order and the agreement.
3. Any violations noted by the Fire Marshall are corrected.

4. All necessary State licenses are obtained.
5. "Approved Child Care Provider" identification is prominently displayed in a street side window.

This order shall not be deemed to be City approval for anything other than the zoning approval for the expressed Special Land Use Permit described above, and shall not relieve the owner or occupier of the land from obtaining any other license, permit or approval required by law or ordinance. The land use and this permit and order shall also be subject to the provisions of Traverse City Code Section 1364.02, General Standards and 1364.08, Specific Requirement Section as may be amended from time to time and all other ordinances of the City of Traverse City.

I hereby certify that the above Order was adopted on _____, 2014 at a _____ meeting of the City Commission of the City of Traverse City at the Commission Chamber, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Benjamin Marentette, City Clerk

Dated: _____

STATEMENT OF CONCLUSIONS

The following statements of conclusion and determinations of fact supported by evidence submitted to the City in connection with Special Land Use Permit Application No. 14-SLUP-01 from Sandy Oliver:

- a. The use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
- b. The use will not be hazardous or disturbing to existing or planned future uses in the same general vicinity.
- c. The use will be serviced adequately by existing public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer facilities and schools.
- d. As approved, the use will not create excessive additional requirements at public cost for public facilities and services.
- e. The use will not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to any person or property or to the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odors or water runoff.
- f. Historic buildings or landmarks will not be affected by the development.
- g. Elements will relate the design characteristics of an individual structure or development to existing or planned developments in a harmonious manner, resulting in a coherent overall development pattern and streetscape.
- h. The use will be consistent with the intent and purposes of the zoning district.

STAFF REPORT

14-SLUP-01

DATE: June 27, 2014

APPLICANT: Sandy Oliver.

PROPERTY OWNERS: Mark and Sandy Oliver.

STATUS OF APPLICANT: Owner of property.

PROPERTY ADDRESS: 1012 Centre Street
REQUESTED ACTION: Group Day Care Home (childcare, more than 6 children, but no more than 12 at one time).

DESCRIPTION: E 65 FT OF LOTS 20 & 21 BLOCK A BURCH ADD.

EXISTING CONDITIONS:

SITE SIZE: 65' x 101'
TOPOGRAPHY: Flat.
VEGETATION: Grass and trees.
SOILS: Sandy loam, well drained.
EXISTING ZONING: R-2 (Two Family Dwelling District)

SURROUNDING ZONING/LAND USE:

NORTH: R-2 (Two Family Dwelling District).
SOUTH: R-2 (Two Family Dwelling District).
EAST: R-2 (Two Family Dwelling District).
WEST: R-1b (Single Family Dwelling District).

ZONING HISTORY: From 1958 to 1999 the property was zoned Single Family. In 1999 the property was rezoned to Two Family.

RELEVANT SECTIONS OF THE ZONING ORDINANCE:

Section 1364.02 General Standards for Approval (pages 138-139).

Section 1364.08(i) specific requirements (page 146).

RELATIONSHIP TO THE CITY PLAN: The City Plan designates this area as a TC-2 Neighborhood. The City Plan states that home occupations, schools and places of worship should be conveniently located.

PUBLIC UTILITIES: There are adequate utilities to serve this use.

TRAFFIC No more than 12 children can be present at one time. If all 12 children are full time, 24 trip ends could be generated. Trip ends could double if part time children are present, 12 in the morning and 12 in the afternoon.

ACCESS: The property will be accessed from Centre Street and an alley to the east. There are no sidewalks on Centre Street adjacent to the property and the sidewalks are incomplete in the general neighborhood.

PARKING: Parking is available on both sides of Centre Street and the home has a nonconforming driveway on Centre Street which is approximately 60 feet long. Two parking spaces are available in front of the detached garage located in the alley.

ANALYSIS:

General Standards 1364.02:

The use shall be harmonious with and in accordance with the general principles and proposals of the City Plan.

The City Plan designates this area as a TC-2 Neighborhood and states home occupations, schools and places of worship should be conveniently located. Traverse Heights Elementary School is located one block to the west for the applicant's parcel. Even though Group Day Care Homes are not specifically mentioned in the City Plan, having before and after school day care providers adjacent to schools (Traverse Heights Elementary School) allows children the ability to walk to and from school.

- (a) The use shall be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.

The Group Day Care Home will be operated at the applicant's residence. No exterior changes to the dwelling will be made to accommodate this use. Operation will be typical day care hours from 7:00 a.m. to 5:30 p.m.

- (b) The use shall not be hazardous or disturbing to existing or planned future uses in the same general vicinity.

The applicant's parcel is a typical residential lot (65' x 101') with a large back yard for children to play. Hours of operation are occurring when most residences are likely to be away from their homes. The potential noise of children playing will be minimal and likely will not disturb the general vicinity.

- (c) The use shall be served adequately by existing or proposed public infrastructure and services, including but not limited to, streets and highways, police and fire protection, refuse disposal; water, waste water, and storm sewer facilities; electrical service, and schools.

The proposed use will be adequately served by existing public facilities and services.

- (d) The use shall not create excessive additional requirements for infrastructure, facilities, and services provided at public expense.

No additional requirements or public costs will be associated with the proposed use.

- (e) The use shall not involve any activities, processes, materials, equipment or conditions of operation that would be detrimental to any person or property or to the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odors or water runoff.

No more than 12 children can be present at one time. If all 12 children are full time, 24 trip ends may be generated. It's possible this number could double if part time children are present, 12 in the morning and 12 in the afternoon. This use would be equivalent to the traffic that is generated by 2-5 single family homes. The use should not be detrimental to any person or property in the general vicinity.

- (f) Where possible, the use shall preserve, renovate and restore historic buildings or landmarks affected by the development. If the historic structure must be moved from the site, the relocation shall be subject to the standards of this section.

The property is not in a Historic District. No changes to the exterior appearance of the dwelling is anticipated.

- (g) Elements shall relate the design characteristics of an individual structure or development to existing or planned developments in a harmonious manner, resulting in a coherent overall development pattern and streetscape.

Again, no changes to the exterior appearance of the dwelling is anticipated. The play area will be in the rear yard and is fenced in. The fence is chain link with a height of 3 ½ feet.

- (h) The use shall be consistent with the intent and purposes of the zoning district in which it is proposed.

The intent of the R-2 Zoning District is for the purpose of accommodating single family and two family homes on small lots. The home will still be used primarily for single family living.

Specific Requirements 1364.08 (i)

- (1) All necessary licenses are obtained and maintained. Expiration or revocation of a license automatically terminates the special land use permit and a change in the licensee requires a special land use permit renewal.

The applicant will be obtaining State licenses if the Special Land Use Permit is granted.

- (2) The lot is not located within 1,500 feet of another lot devoted to such use.

There are no Group Day Care Homes located within 1,500 feet of the property.

- (3) For child day centers, fenced outside recreation areas of 1,200 square feet or more of playable ground surface shall be located on premise where it will most effectively shield neighboring properties from noise and visual disruptions. Play equipment shall not be placed streetward of the principal structure unless specifically allowed by the Planning Commission for unique circumstances.

The rear yard is fenced in with a chain link with a height of 3 ½ feet. The fenced in area approximately 1,766 square feet. All play equipment will be located in the rear yard.

- (4) The use is not allowed in an apartment.

The proposed use will be located in a single family home.

- (5) The use is limited to an established and recognized work or shift period and shall not be operated on a 24-hour basis unless approved by the Planning Commission.

Hours of operation will be weekly from 7:00 a.m. to 5:00 p.m.

- (6) The premises are approved by the City Fire Marshal prior to the issuance of the special land use permit and at least annually thereafter to maintain the special land use permit.

The property has not yet been inspected by the Fire Marshall. An inspection is required and all violations of the International Fire Code observed would need to be rectified prior to issuance of the special land use permit.

- (7) For Child care centers, "Approved Child Care Provider" identification is prominently displayed in a street side window so as to be clearly identifiable from the public street, or as otherwise required by the City Commission.

Signs will need to be installed once the S.L.U.P is granted and licenses and inspections are approved.

- (8) No additional parking is required for the Group Day Care Home provided on-street parking is allowed adjacent to the property. If on-street parking is not allowed, four parking spaces shall be provided on premise.

Parking is allowed and is available on both sides of Carver Street and the home has a nonconforming driveway approximately 60 feet long, with additional parking available in front of the detached garage adjacent to the alley.

- (6) As part of the application, a site plan shall be submitted showing the designated outside play area, primary drop off/pick up entrance and parking spaces.

A site plan was submitted with the application with the required information.

RECOMMENDATION:

Staff recommends the Special Land Use Permit be approved provided the following conditions are met.

Any violations noted by the Fire Marshall are corrected.

All necessary State licenses are obtained.

"Approved Child Care Provider" identification is prominently displayed in a street side window.



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: PUBLIC HEARING –2014-001 - PROPOSED SPECIAL
IMPROVEMENT DISTRICT TO CAUSE STREET WIDTH
RECONSTRUCTION WITH PARKING AND DRAINAGE
IMPROVEMENTS TO BARLOW STREET BETWEEN EIGHTH
STREET AND BOYD AVENUE

A public hearing on this matter has been scheduled for our meeting Monday evening.

Attached is the worksheet prepared by City Assessor Polly Cairns, which was provided to you previously regarding this matter. Also attached is an updated “worksheet” prepared by the City Assessor which details the responses to this particular SID.

City Treasurer/Finance Director William Twietmeyer, indicated that the current rate for a ten-year treasury note is 2.44% and per Resolution an additional 2% is applied equaling 4.44%; that interest rate has been incorporated. City Charter states that interest rates may go as high as 6%.

Because the City Commission will be acting as a Board of Review, the Acting City Clerk will read the following statement when Mayor Estes opens the public hearing:

“The public hearing of an Assessment Roll for a Special Improvement District also acts as the Board of Review for those who are receiving a proposed benefit and proposed special assessment. It is extremely important to preserve your right to further appeal by recording your attendance at this meeting. Even if you do not plan to speak publicly to the City Commission tonight, we still ask all those in

[Continued on Page 2]

attendance who are part of the proposed district to please state your name and address so the Acting City Clerk and City Assessor may record your attendance.”

5 affirmative votes are required to approve the Special Improvement District. After the public hearing, I recommend the following motion.

that the Resolution Approving Special Improvement District SID No. 2014-001, be adopted, and that a budget amendment be made to increase the budgeted revenue and budgeted expenses in the Special Assessment Fund by \$45,100 to reflect the revenue and expenses for this project.

JJO/kjl

k:\tcclerk\city commission\special improvement district\sido_publichearingfinalapproval_2014-01.doc

e copy: Polly Cairns, City Assessor
Timothy J. Lodge, City Engineer
Property Owners

Memorandum

The City of Traverse City
Engineering Department



TO: Jered Ottenwess, City Manager
FROM: Alexander R. Yockey, Civil Engineer II
DATE: August 14, 2014
SUBJECT: 2014 Barlow St. Reconstruction

A handwritten signature in blue ink, appearing to be 'AY', is written over the 'FROM' line.

The existing Barlow St. south of 8th St. north of Boyd Ave. is a City Local street with gravel shoulders. The paved roadway varies in width from 22 ft. to 28 ft. The existing gravel shoulders vary in width from 1 ft. to 8 ft. The east side of the street has one residential driveway and one commercial driveway to a TCLP substation. The west side of the street has one smaller gravel parking area for McLain Cycle & Fitness and one commercial driveway for a condominium development. On-street parking is allowed and could be considered informal.

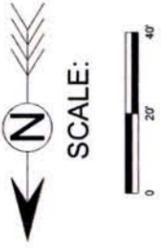
The proposed improvements include crushing and shaping the existing roadway, installation of curb and paving the street per City specifications. The proposed width of Barlow St. varies from 21 ft. to 27 ft. A smaller paved parking area for McLain Cycle & Fitness is planned with drainage improvements. Improvements to the TCLP substation driveway and parking area are also included. With installation of curb on-street parking could be considered more formal.

Sidewalk exists on the west side of the street in front of the condominium development and will remain. An extension of this sidewalk is planned at the parking area for McLain Cycle and will tie into existing sidewalk on 8th St. Traffic Control Order No. 115, Part 24, requires a stop sign for 8th street traffic. Overnight parking restrictions are per City ordinance.

BARLOW STREET (66' R.O.W.)

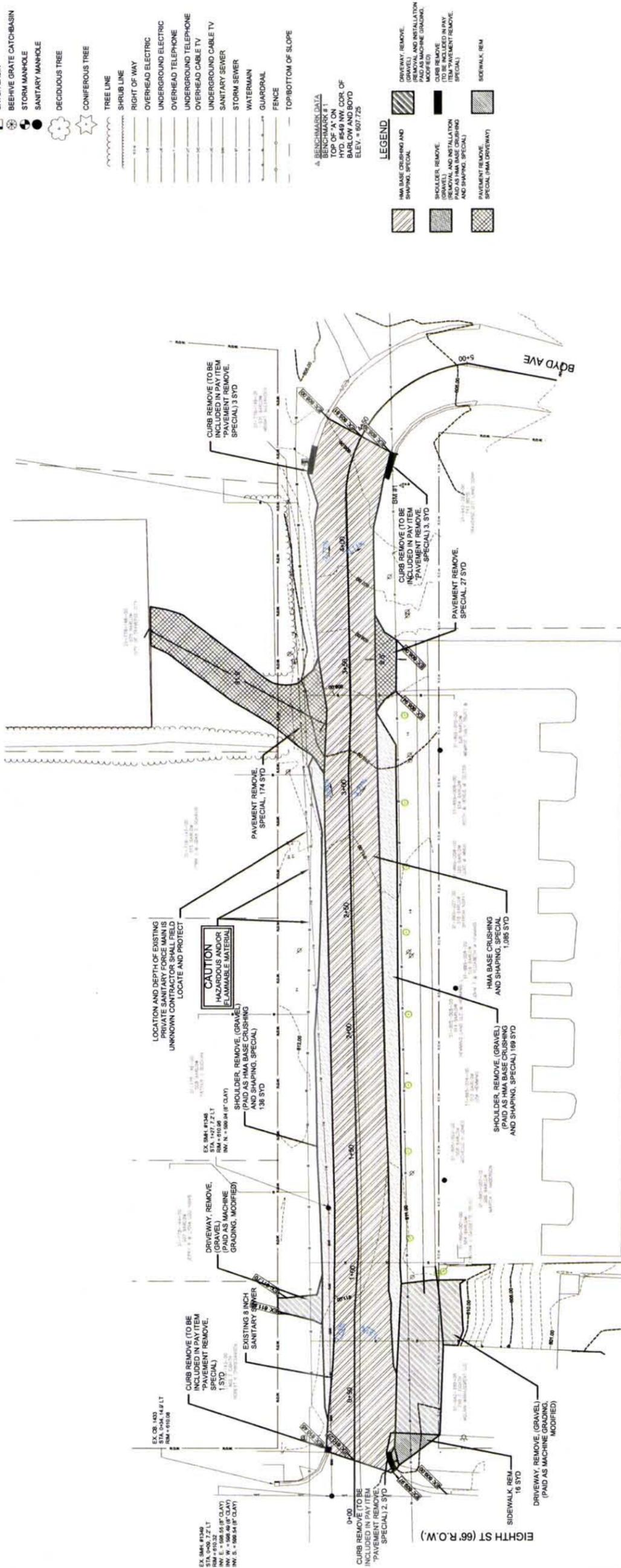
LEGEND

- ✕ FOUND PROPERTY CORNER
- ▲ BENCHMARK
- SIGN
- ⊗ GAS BOX
- ⊕ UTILITY POLE
- GUY WIRE
- ⊕ WATER VALVE
- ⊕ PED LIGHT POLE
- ⊕ ELECTRIC RISER
- ⊕ TELEPHONE RISERBOX
- ⊕ FIRE HYDRANT
- ⊕ CATCH BASIN
- ⊕ BEEHIVE GRATE CATCH-BASIN
- ⊕ STORM MANHOLE
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- CONIFEROUS TREE
- TREE LINE
- SHRUB LINE
- RIGHT OF WAY
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- OVERHEAD TELEPHONE
- UNDERGROUND TELEPHONE
- OVERHEAD CABLE TV
- UNDERGROUND CABLE TV
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- GUARDRAIL
- FENCE
- TOP/BOTTOM OF SLOPE



CITY OF TRAVERSE CITY 2014 PAVING AND RESURFACING PROJECTS PHASE II - BARLOW ST. REMOVAL SHEET

Revision/Issue	Date
BID SET	7-24-14
Drawn by	JLC
Checked by	JLC
Project No.	2014-05
Date	6-6-2014
Sheet No.	1" = 20'
Total Sheets	4 OF 10



ESTIMATED QUANTITIES THIS SHEET

ITEM DESCRIPTION	UNIT	QUANTITY
MOBILIZATION	LSUM	1
PAVEMENT REMOVE, SPECIAL	SYD	16
PAVEMENT REMOVE, SPECIAL	SYD	210
HMA BASE CRUSHING AND SHAPING, SPECIAL	SYD	1390

ESTIMATED DRIVEWAY REMOVALS

STATION & OFFSET	TYPE	QUANTITY (SYD)
0+04.13&R	GRAVEL	150
0+06.14&L	GRAVEL	18
0+07.91&L	HMA	174
0+08.13&R	HMA	27

NOTE: SAWCUTS AND EDGE TRIMMING TO BE INCLUDED IN PAY ITEM "PAVEMENT REMOVE, SPECIAL"

EXISTING PRIVATE CATCH BASIN SHOWN FOR EXISTING DRAINAGE PURPOSES ONLY

CAUTION
HAZARDOUS AND/OR FLAMMABLE MATERIAL

LOCATION AND DEPTH OF EXISTING PRIVATE SANITARY FORCE MAIN IS UNKNOWN CONTRACTOR SHALL FIELD LOCATE AND PROTECT

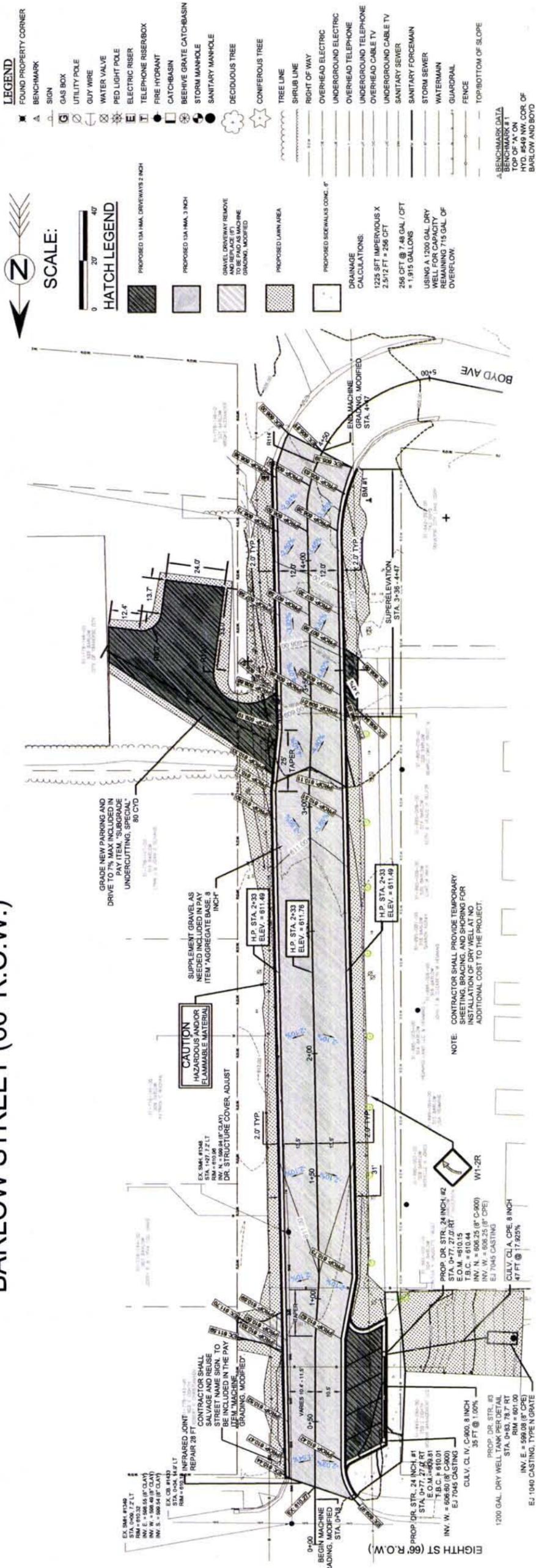
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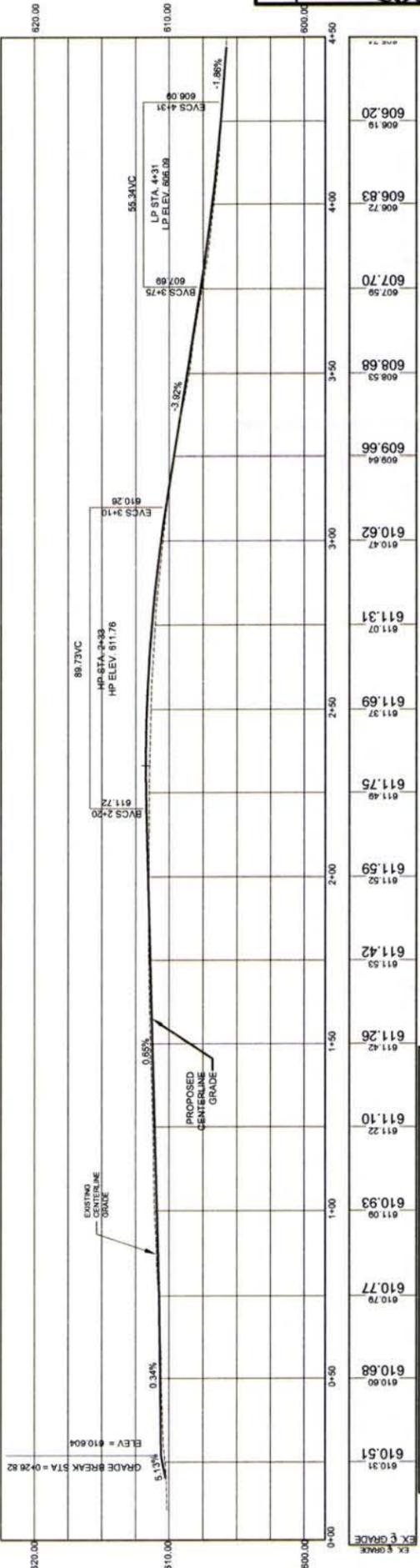
EXISTING PRIVATE CATCH BASIN SHOWN FOR EXISTING DRAINAGE PURPOSES ONLY

BARLOW STREET (66' R.O.W.)



ESTIMATED SIGN, TYPE III B QUANTITIES THIS SHEET

SYMBOL	LABEL	DIMENSION	AREA (SFT)	QUANTITY	TOTAL
	W1-2R	30"x30"	6.25	1	6.25
	TOTAL				6.25



ESTIMATED QUANTITIES THIS SHEET

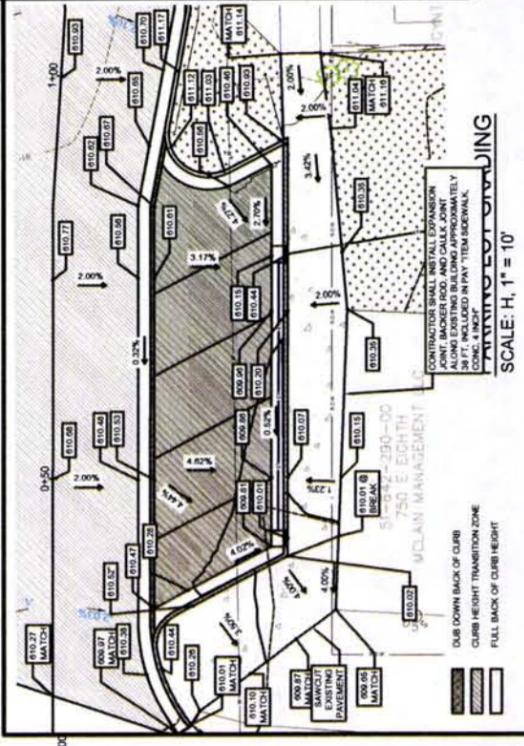
ITEM DESCRIPTION	UNIT	QUANTITY
TRENCHING	STA	8.46
SUBGRADE UNDERCUTTING, SPECIAL	CYD	80
DR. STRUCTURE COVER, E.J. 7010 CASTING, FURNISH/ADJUST (SANITARY)	EA	1
SEWER CL. IV, 18" C-900, TRENCH DETAIL B	FT	275
AGGREGATE BASE, 8" INCH DRIVEWAYS	SYD	848
CONC. CURB AND GUTTER C-4	TON	40
AGGREGATE BASE, 8" INCH	TON	39
1.5A HMA (1584) / SYD / LEVELING COURSE	TON	59
1.5A HMA (1584) / STD. TOP COURSE	TON	29
1.5A HMA (2288) / STD. DRIVEWAYS	TON	29
SIGN, TYPE III B	SFT	5.25
POST, STEEL, 3 LB (1/4 LENGTH)	FT	14
4" INCH SCREENED TOPSOIL, SEED, FERT., MULCH	STA	660
MACHINE GRADING, MODIFIED	STA	4.29
INFRASTRUCTURE JOINT REPAIR	FT	28

SCALE: H, 1" = 20' ; V, 1" = 5'

ESTIMATED DRIVEWAY/WALK QUANTITIES FOR THIS SHEET

ITEM DESCRIPTION	UNIT	QUANTITY
DRIVEWAYS	EA	1
OPENING (LF)	EA	1
DR. STRUCTURE, 24" INCH, E.J. 7010 CASTING	EA	1
CL. V. A. CPE, 8" INCH	FT	47
AGGREGATE BASE, 8" INCH	SYD	93
CONC. 8" INCH, NON-REINFORCED, SIDEWALKS / ADA RAMPMS, DRIVEWAYS	SFT	644
CONC. CURB AND GUTTER C-4	TON	40
HMA (1584) / STD. DRIVEWAYS	TON	11
4" INCH SCREENED TOPSOIL, SEED, FERT., MULCH	STA	200
HIGH VELOCITY MULCH BLANKET	STA	200

SCALE: H, 1" = 20' ; V, 1" = 5'



SCALE: H, 1" = 10'

CITY OF TRAVERSE CITY 2014 PAVING AND RESURFACING PROJECTS

PHASE II - BARLOW ST. CONSTRUCTION SHEET



- LEGEND**
- FOUND PROPERTY CORNER
 - BENCHMARK
 - SIGN
 - GAS BOX
 - UTILITY POLE
 - GUY WIRE
 - WATER VALVE
 - RED LIGHT POLE
 - ELECTRIC RISER
 - TELEPHONE RISER/BOX
 - FIRE HYDRANT
 - CATCH-BASIN
 - BEEHIVE GRATE CATCH-BASIN
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 - SHRUB LINE
 - RIGHT OF WAY
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - OVERHEAD TELEPHONE
 - UNDERGROUND TELEPHONE
 - UNDERGROUND CABLE TV
 - UNDERGROUND CABLE TV
 - SANITARY FORCEMAIN
 - STORM SEWER
 - WATERMAIN
 - GUARDRAIL
 - FENCE
 - TOP/BOTTOM OF SLOPE
- HATCH LEGEND**
- PROPOSED 1.5A HMA, DRIVEWAYS 2" INCH
 - PROPOSED 1.5A HMA, 3" INCH
 - GRAVEL GRASSWAY REMOVE AND REPLACE (G) TO BE PAID AS MACHINE GRADING, MODIFIED
 - PROPOSED LAWN AREA
 - PROPOSED SIDEWALK CONC. 4"
- DRAINAGE CALCULATIONS:**
- 1225 SFT IMPERVIOUS X 2.512 FT = 256 CFT
 - 256 CFT @ 7.48 GAL / CFT = 1,915 GALLONS
 - USING A 1200 GAL DRY WELL FOR CAPACITY REMAINING 715 GAL OF OVERFLOW.
- BENCHMARK DATA**
- BENCHMARK #1
 - TOP OF "A" ON HYD. #549 NW COR. OF BARLOW AND BOYD ELEV. = 807.725

SCALE: 1" = 20'



FOUND PROPERTY CORNER

BENCHMARK

SIGN

GAS BOX

UTILITY POLE

GUY WIRE

WATER VALVE

RED LIGHT POLE

ELECTRIC RISER

TELEPHONE RISER/BOX

FIRE HYDRANT

CATCH-BASIN

BEEHIVE GRATE CATCH-BASIN

STORM MANHOLE

SANITARY MANHOLE

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CONIFEROUS TREE

TREE LINE

SHRUB LINE

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OVERHEAD ELECTRIC

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FENCE

TOP/BOTTOM OF SLOPE

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Memorandum

The City of Traverse City



TO: JERED OTTENWESS, CITY MANAGER
FROM: POLLY CAIRNS, CITY ASSESSOR *PSC*
SUBJECT: Tentative Special Improvement District Memo Update
DATE: August 11, 2014

A petition has been submitted for the following special improvement district by the property owners of record and is now ready for City Commission action.

Tentative S.I.D. 2014-001

Type of Improvement: Barlow St between Eighth and Boyd St – street width reconstruction with parking and drainage improvements

Properties to be improved:

18		TOTAL SID		TOTALS MINUS CITY									
Parcel #	Owner	Address	SID	Footage	Depth	Approx Site Size Acres MOL	Adjustment Reason	Assessment	Petitioned	Survey	Estimated Assessment	Total	
1	28-51-895-001-00	GAUDETTE CYNTHIA A TRUST	504 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
2	28-51-895-002-00	ANDERSON MARCIA F	506 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
3	28-51-895-003-00	JONES MICHELLE A	508 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
4	28-51-895-004-00	HEMMING LISA	512 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
5	28-51-895-005-00	HEMMING LAND LLC & HEMMING LISA	514 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X		\$746.24		
6	28-51-895-006-00	HEMMING JOHN T & ELIZABETH M	516 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X		\$746.24		
7	28-51-895-007-00	ADRAY SHARON	518 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
8	28-51-895-008-00	WNUK LUKE M	520 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
9	28-51-895-009-00	TELFOR KEITH & VENUS M	524 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
10	28-51-895-010-00	WEMPLE EMILY TRUST &	526 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	y	\$746.24		
11	28-51-642-293-00	TRAVERSE CITY LAND CORP - CITY OF TRAVERSE CITY	743 BOYD AVE/BARLOW ST	73.98	182.33	0.31	N/A	\$2,090.77	X		\$2,090.77		
12	28-51-642-294-00	TRAVERSE CITY LAND CORP - CITY OF TRAVERSE CITY	BOYD AVE/BARLOW ST	40.00	185.13	0.17	N/A	\$1,130.45	X		\$1,130.45		
13	28-51-642-300-00	TRAVERSE CITY CITY OF	BOYD AVE/BARLOW ST	18.45	66.00	0.03	N/A	\$521.42	X		\$521.42		
14	28-51-778-144-00	ANNIS JERRY R & LYDIA LOU	507 BARLOW ST	50.00	165.00	0.19	N/A	\$1,413.07	X		\$1,413.07		
15	28-51-778-146-00	BUCHAN PATRICK C	509 BARLOW ST	100.00	165.00	0.38	N/A	\$2,826.13	X	y	\$2,826.13		
16	28-51-778-147-00	SCHAUB LYNN J & JOAN E	515 BARLOW ST	50.00	165.00	0.19	N/A	\$1,413.07	X		\$1,413.07		
17	28-51-778-148-00	TRAVERSE CITY CITY OF	525 BARLOW ST	132.50	165.00	0.50	N/A	\$3,744.63	X		\$3,744.63		
18	28-51-778-143-00	CHRISTIANSEN ROBERT K	802 E EIGHTH ST	68.00	83.00	0.13	N/A	\$1,921.77	X		\$1,921.77		
				796.98				\$22,523.71	18	9	\$22,523.71		

Petition Signed (to date): *

In Favor %

No Response %

57%, without City Parcels (4)

N/A

66%, including City Parcels (4)

Total Estimated Cost:

City Share (50%)

Property Owners Share (50%)

\$45,047.46

\$22,523.73

\$22,523.73

Assessable Costs:

Approximately Assessable Costs:

Largest Total Assessment (+/-)

Lowest Total Assessment (+/-)

\$28.26/front foot

\$3,744.63

\$521.42

**Survey card comment-Both checked-undecided-if this allows overnite parking on Barlow then no*

ESTIMATE

Project Name Engineering:

Assessors SID reference:

Street width reconstruction with parking & drainage improvements

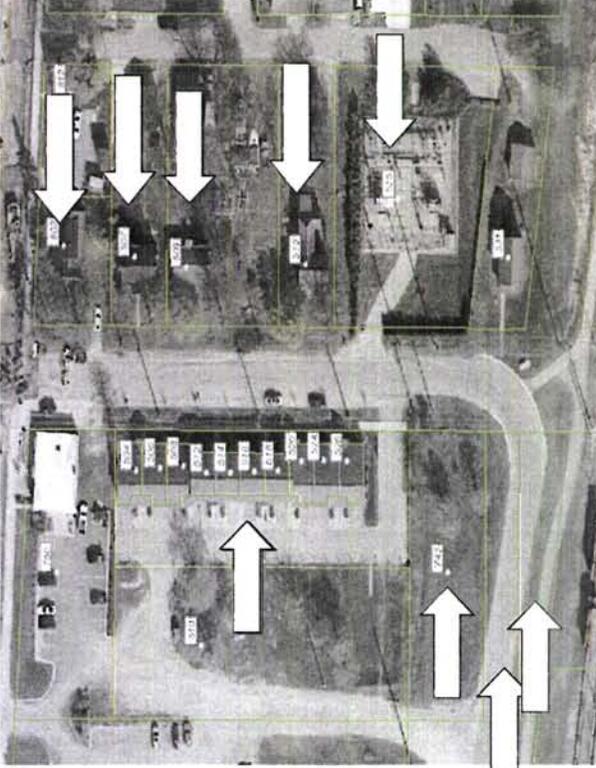
2014 Barlow St

2014-001

Prepared on:

16-Jul-14

DESCRIPTION: Varied Width Street Reconstruction w/ Parking and Drainage Improvements



Total Parcels	18
Total Cost Sprea	\$45,047.46
City Share	50.00%
City's Cost	\$22,523.73
Own.'s Cost	\$22,523.73
Owner's Fr F1 Ra	\$28.26
Annual Int.	3.53000%
Period (Yrs.)	10

Percent Response		No Response	
Parcel Ct.	Frontage	Survey	Survey
X	50.00%	Y	N
311.24	311.24	9	311.24

Total Percent - Petition & Survey		Total	
Parcel Ct	Frontage	Yes	No

Parcel #	TOTAL SID	Address	SID Footage	Depth	Approx Site Size Acres	Adjustment Reason	Assessment	Petitioned	Survey	Total Estimated Assessment	Annual Payment Estimate	Depth/ Frontage Ratio
18	TOTALS MINUS CITY											
1	28-51-895-001-00	504 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
2	28-51-895-002-00	506 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
3	28-51-895-003-00	508 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
4	28-51-895-004-00	512 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
5	28-51-895-005-00	514 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
6	28-51-895-006-00	516 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
7	28-51-895-007-00	518 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
8	28-51-895-008-00	520 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
9	28-51-895-009-00	524 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
10	28-51-895-010-00	526 BARLOW ST	26.41	85.00	0.05	N/A	\$746.24	X	Y	\$746.24	\$89.86	31.06%
11	28-51-642-293-00	743 BOYD AVE/BARLOW ST	73.98	182.33	0.31	N/A	\$2,090.77			\$2,090.77	\$251.78	40.57%
12	28-51-642-294-00	BOYD AVE/BARLOW ST	40.00	185.13	0.17	N/A	\$1,130.45			\$1,130.45	\$136.13	21.61%
13	28-51-642-300-00	BOYD AVE/BARLOW ST	18.45	66.00	0.03	N/A	\$521.42			\$521.42	\$62.79	27.95%
14	28-51-778-144-00	507 BARLOW ST	50.00	165.00	0.19	N/A	\$1,413.07			\$1,413.07	\$170.17	30.30%
15	28-51-778-146-00	509 BARLOW ST	100.00	165.00	0.38	N/A	\$2,826.13	X	Y	\$2,826.13	\$340.33	60.61%
16	28-51-778-147-00	SCHAUB LYNN J & JOAN E	50.00	165.00	0.19	N/A	\$1,413.07			\$1,413.07	\$170.17	30.30%
17	28-51-778-148-00	TRAVERSE CITY CITY OF	132.50	165.00	0.50	N/A	\$3,744.63			\$3,744.63	\$450.94	80.30%
18	28-51-778-143-00	CHRISTIANSEN ROBERT K	68.00	83.00	0.13	N/A	\$1,921.77			\$1,921.77	\$231.43	81.93%
			796.98				\$22,523.71	9	9	\$22,523.71	\$2,712.38	





Resolution Approving Special Improvement District No. 2014-001

- Because, the City Commission of the City of Traverse City has held a special improvement proceeding, and caused proper notices to be published and mailed to property owners of record for such proceeding, in accordance with the provisions of Chapter 10 and Section 97 of the City Charter of the City of Traverse City and Michigan Statute, for Special Improvement District No. 2014-001; and
- Because, Special Improvement District No. 2014-001 which would cause street width reconstruction with parking and drainage improvements to Barlow Street between Eighth and Boyd Avenue, and the same is hereby approved by the City Commission, acting as a Board of Review and the City Clerk is hereby instructed to report the same as prescribed by city ordinance; and
- Because, written objections of the owners of more than 50% have not been received as provided for in Section 107 of Chapter 10 of the Charter of the City of Traverse City, Michigan; now, therefore be it
- Resolved,** that a Special Improvement Roll No. 2014-001 for defraying the costs and expense of street width reconstruction with parking and drainage improvements to Barlow Street between Eighth and Boyd Avenue in and along the following named streets, to wit:

Barlow Street between Eighth and Boyd Avenue

<u>Parcel #</u>	<u>Owner</u>	<u>Address</u>
28-51-895-001-00	Gaudette, Cynthia	504 Barlow Street
28-51-895-002-00	Anderson, Marcia	506 Barlow Street
28-51-895-003-00	Jones, Michelle	508 Barlow Street
28-51-895-004-00	Hemming, Lisa	512 Barlow Street
28-51-895-005-00	Hemming Land LLC & Hemming Lisa	514 Barlow Street
28-51-895-006-00	Hemming John & Elizabeth	516 Barlow Street
28-51-895-007-00	Adray, Sharon	518 Barlow Street
28-51-895-008-00	Wnuk, Luke	520 Barlow Street
28-51-895-009-00	Telfor Keith & Venus	524 Barlow Street
28-51-895-010-00	Wemple Emily Trust	526 Barlow Street
28-51-642-293-00	Traverse City Land Corporation	743 Boyd Ave/Barlow
28-51-642-294-00	Traverse City Land Corporation	Boyd Ave/Barlow
28-51-642-300-00	Traverse City, City of	Boyd Ave/Barlow
28-51-178-144-00	Annis, Jerry & Lydia	507 Barlow Street
28-51-778-146-00	Buchan, Patrick	509 Barlow Street

<u>Parcel #</u>	<u>Owner</u>	<u>Address</u>
28-51-778-147-00	Schaub Lynn & Joan	515 Barlow Street
28-51-778-148-00	Traverse City, City of	525 Barlow Street
28-51-778-143-00	Christiansen, Robert	802 E. Eighth Street

In the sum of \$45,100, be and the same is hereby adopted, and confirmed with the City Clerk who is hereby directed to endorse upon such roll the date of its confirmation and to file the same with the Office of the City Treasurer; be it further

Resolved, that the special assessment contained in such roll are hereby ordered to be collected in the same manner provided by the Charter of the City of Traverse City and the statutes of the State of Michigan; and the City Clerk is hereby authorized and directed to attach his warrant to a certified copy of a special improvement roll commanding the City Treasurer to collect from each of the persons assessed in such roll the amounts of money assessed to and set opposite his name therein; be it further

Resolved, that the proportionate cost of the improvement be borne as follows: 50% borne by those especially benefitted; and 50% borne by the city; and be it

Resolved further, that the amount of such special improvement shall be divided 10 year annual installments with the interest rate at the rate of 4.44% per annum or at a rate of interest borne by bonds that shall be due and payable August 31, 2015, after the due date of the first installment.

Resolved further, that the whole improvement may be paid to the City Treasurer at any time in full, with the proportionate interest rate thereon.

I hereby certify that this resolution was adopted by the City Commission at its regular meeting held on August 18, 2014, in the Commission Chambers, 2nd Floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Katie Lowran
Acting City Clerk



The City of Traverse City

Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: PUBLIC HEARING –2014-005 - PROPOSED SPECIAL
IMPROVEMENT DISTRICT TO PAVE EXISTING GRAVEL
ALLEY SOUTH OF GROVE STREET BETWEEN GRANT AND
BATES STREET

A public hearing on this matter has been scheduled for our meeting Monday evening.

Attached is the worksheet prepared by City Assessor Polly Cairns, which was provided to you previously regarding this matter. Also attached is an updated “worksheet” prepared by the City Assessor which details the responses to this particular SID.

City Treasurer/Finance Director William Twietmeyer, indicated that the current rate for a ten-year treasury note is 2.44% and per Resolution an additional 2% is applied equaling 4.44%; that interest rate has been incorporated. City Charter states that interest rates may go as high as 6%.

Because the City Commission will be acting as a Board of Review, the Acting City Clerk will read the following statement when Mayor Estes opens the public hearing:

“The public hearing of an Assessment Roll for a Special Improvement District also acts as the Board of Review for those who are receiving a proposed benefit and proposed special assessment. It is extremely important to preserve your right to further appeal by recording your attendance at this meeting. Even if you do not plan to speak publicly to the City Commission tonight, we still ask all those in

[Continued on Page 2]

attendance who are part of the proposed district to please state your name and address so the Acting City Clerk and City Assessor may record your attendance.”

5 affirmative votes are required to approve the Special Improvement District. After the public hearing, I recommend the following motion:

that the Resolution Approving Special Improvement District SID No. 2014-005, be adopted, and that a budget amendment be made to increase the budgeted revenue and budgeted expenses in the Special Assessment Fund by \$29,200 to reflect the revenue and expenses for this project.

JJO/kjl

k:\ccclerk\city commission\special improvement district\sid_publichearingfinalapproval_2014-005.doc

copy: Polly Cairns, City Assessor
Timothy J. Lodge, City Engineer
Property Owners

Memorandum

The City of Traverse City



TO: JERED OTTENWESS, CITY MANAGER
FROM: POLLY CAIRNS, CITY ASSESSOR *PSC*
SUBJECT: Tentative Special Improvement District Memo Update
DATE: August 11, 2014

A petition has been submitted for the following special improvement district by the property owners of record and is now ready for City Commission action.

Tentative S.I.D. 2014-005

Type of Improvement: Pave alley South of Grove St between Grant and Bates St

Properties to be improved:

		TOTAL SID									
10		TOTALS MINUS CITY PORTION									
Parcel #	Owner	Address	SID		Approx	Adjustment		Assessment	Petitioned	Survey	Response
			Footage	Depth	Site Size	Reason					
			Frontage	Depth	Acres	MOL					
			Alley								
1	28-51-778-190-10	BAK MICHELLE L	810 GROVE ST	60.00	82.00	0.11	N/A	\$1,235.10	x	x	yes
2	28-51-778-191-00	PLEVA LEONARD S JR	605 GRANT ST	50.00	165.00	0.19	N/A	\$1,029.25	x		no
3	28-51-778-192-00	ERICKSON JUSTIN G &	615 GRANT ST	150.00	165.00	0.57	N/A	\$3,087.76	x	x	yes
4	28-51-778-193-01	BISHOP JOANN C & MATTHEW	621 GRANT ST	50.00	165.00	0.19	N/A	\$1,029.25	x		
5	28-51-778-193-10	DALQUIST DAVID J	619 GRANT ST	50.00	165.00	0.19	N/A	\$1,029.25	x	x	yes
6	28-51-778-194-00	WEBER BARBARA J	844 GROVE ST	97.00	69.00	0.15	N/A	\$1,996.75	x	x	yes
7	28-51-778-195-00	FOLLETT BEATRICE M TRUST	608 BATES ST	50.00	165.00	0.19	N/A	\$1,029.25	x	x	yes
8	28-51-778-196-00	EVENS SHARON L & ROGER M	616 BATES ST	50.00	165.00	0.19	N/A	\$1,029.25	x	x	yes
9	28-51-778-197-00	HENRY KURT A	618 BATES ST	50.00	165.00	0.19	N/A	\$1,029.25	x		
10	28-51-778-198-00	HENRY KURT A	622 BATES ST	100.00	165.00	0.38	N/A	\$2,058.50	x		
10				707.00				\$14,553.61	10	6	

Petition Signed (to date): In Favor %/Count
60% (6)

No Response %/Count
10% (1)

Total Estimated Cost:
 City Share (50%)
 Property Owners Share (50%)

\$29,107.26
\$14,533.63
\$14,533.63

Assessable Costs:
 Approximately Assessable Costs:
 Largest Total Assessment (+/-)
 Lowest Total Assessment (+/-)

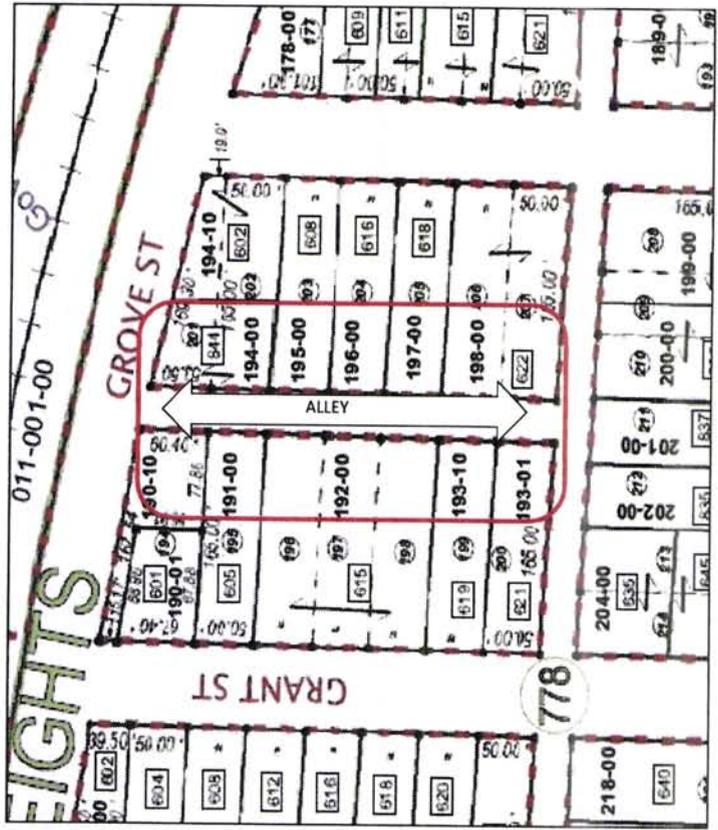
\$20.59/front foot
\$3,087.76
\$1,029.25

ESTIMATE

Assessors SID reference:
 SID Pave alley South of Grove St
 between Grant and Bates St

2014-005

Prepared on:
 15-Jul-14



Total Parcels	10
Total Cost Spread	\$29,107.26
City Share	50.00%
City's Cost	\$14,553.63
Own.'s Cost	\$14,553.63
Owner's Fr Ft Rate	\$20.59
Annual Int.	6.00%
Period (Yrs.)	10

Percent Response	
Petitioned	No Response
Parcel Ct.	60.00%
Frontage	64.64%
Survey	Survey
Parcel Ct.	N
Frontage	10
Survey	No Response
Parcel Ct.	707.00
Frontage	

Total Percent - Petition & Survey		
Total	Total	No
Yes	No	Response
60.00%	64.64%	
Parcel Ct		
Frontage		

Parcel #	Owner	Address	SID Footage	Depth	Approx Site Size Acres	MOL	Adjustment Reason	Assessment	Petitioned	Survey	Total Estimated Assessment	Annual Payment Estimate	Depth/ Frontage Ratio
1	28-51-778-190-10	810 GROVE ST	60.00	82.00	0.11		N/A	\$1,235.10	x	y	\$1,235.10	\$167.81	73.17%
2	28-51-778-191-00	605 GRANT ST	50.00	165.00	0.19		N/A	\$1,029.25		y	\$1,029.25	\$139.84	30.30%
3	28-51-778-192-00	615 GRANT ST	150.00	165.00	0.57		N/A	\$3,087.76	x	y	\$3,087.76	\$419.53	90.91%
4	28-51-778-193-01	BISHOP JOANN C & MATTHEW	50.00	165.00	0.19		N/A	\$1,029.25		y	\$1,029.25	\$139.84	30.30%
5	28-51-778-193-10	DALQUIST DAVID J	50.00	165.00	0.19		N/A	\$1,029.25	x	y	\$1,029.25	\$139.84	30.30%
6	28-51-778-194-00	WEBER BARBARA J	97.00	69.00	0.15		N/A	\$1,996.75	x	y	\$1,996.75	\$271.29	140.58%
7	28-51-778-195-00	FOLLETT BEATRICE M TRUST	50.00	165.00	0.19		N/A	\$1,029.25	x	y	\$1,029.25	\$139.84	30.30%
8	28-51-778-196-00	EVENS SHARON L & ROGER M	50.00	165.00	0.19		N/A	\$1,029.25	x	y	\$1,029.25	\$139.84	30.30%
9	28-51-778-197-00	HENRY KURT A	50.00	165.00	0.19		N/A	\$1,029.25		y	\$1,029.25	\$139.84	30.30%
10	28-51-778-198-00	HENRY KURT A	100.00	165.00	0.38		N/A	\$2,058.50		y	\$2,058.50	\$279.68	60.61%
10			707.00					\$14,553.61	6	10	\$14,553.61	\$1,977.37	54.71%



Resolution Approving Special Improvement District No. 2014-005

Because, the City Commission of the City of Traverse City has held a special improvement proceeding, and caused proper notices to be published and mailed to property owners of record for such proceeding, in accordance with the provisions of Chapter 10 and Section 97 of the City Charter of the City of Traverse City and Michigan Statute, for Special Improvement District No. 2014-005; and

Because, Special Improvement District No. 2014-005 which would cause street paving of existing gravel alley south of Grove Street between Grant and Bates Street, and the same is hereby approved by the City Commission, acting as a Board of Review and the City Clerk is hereby instructed to report the same as prescribed by city ordinance; and

Because, written objections of the owners of more than 50% have not been received as provided for in Section 107 of Chapter 10 of the Charter of the City of Traverse City, Michigan; now, therefore be it

Resolved, that a Special Improvement Roll No. 2014-005 for defraying the costs and expense of paving of existing gravel alley south of Grove Street between Grant and Bates Street in and along the following named streets, to wit:

Gravel alley south of Grove Street between Grant and Bates Street

<u>Parcel #</u>	<u>Owner</u>	<u>Address</u>
28-51-778-190-10	Bak, Michelle	810 Grove Street
28-51-778-191-00	Pleva, Leonard	605 Grant Street
28-51-778-192-00	Erickson, Justin	615 Grant Street
28-51-778-193-01	Bishop, Joann & Matthew	621 Grant Street
28-51-778-193-10	Dalquist, David	619 Grant Street
28-51-778-194-00	Weber, Barbara	844 Grove Street
28-51-778-195-00	Follett, Beatrice Trust	608 Bates Street
28-51-778-196-00	Evans, Sharon & Roger	616 Bates Street
28-51-778-197-00	Henry, Kurt	619 Bates Street
28-51-778-198-00	Henry, Kurt	622 Bates Street

In the sum of \$29,200, be and the same is hereby adopted, and confirmed with the City Clerk who is hereby directed to endorse upon such roll the date of its confirmation and to file the same with the Office of the City Treasurer; be it further

Resolved, that the special assessment contained in such roll are hereby ordered to be collected in the same manner provided by the Charter of the City of Traverse City and the statutes of the State of Michigan; and the City Clerk is hereby authorized and directed to attach his warrant to a certified copy of a special improvement roll commanding the City Treasurer to collect from each of the persons assessed in such roll the amounts of money assessed to and set opposite his name therein; be it further

Resolved, that the proportionate cost of the improvement be borne as follows: 50% borne by those especially benefitted; and 50% borne by the city; and be it

Resolved further, that the amount of such special improvement shall be divided 10 year annual installments with the interest rate at the rate of 4.44% per annum or at a rate of interest borne by bonds that shall be due and payable August 31, 2015, after the due date of the first installment.

Resolved further, that the whole improvement may be paid to the City Treasurer at any time in full, with the proportionate interest rate thereon.

I hereby certify that this resolution was adopted by the City Commission at its regular meeting held on August 18, 2014, in the Commission Chambers, 2nd Floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Katie Lowran
Acting City Clerk



The City of Traverse City

Communication to the City Commission

FOR THE REGULAR CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: DEPOT PROPERTY

BACKGROUND:

In 2012 the city deeded a parcel of land (deed attached) to Depot Neighborhood, LLC for the purpose of constructing 21 affordable housing units on the property. The deed included several restrictive covenants. On August 7, 2014 we received a letter from Habitat for Humanity requesting that two of the restrictive covenants be amended as a result of delays in the project's implementation. That letter is attached here as well.

RESTRICTIVE COVENANTS:

As required by restrictive covenant in the deed [covenant (b)], Depot Neighborhood LLC was to construct the first five affordable housing units by September 30, 2014. If the construction of the five (5) units is not completed by September 30, 2014, Depot Neighborhood, LLC must sell the vacant portion of the original parcel back to the City of Traverse City for an amount to be determined by the City Assessor. The City has the option to exercise its rights under this covenant. To date, three units have been constructed, and two more will have groundbreaking by September 30, 2014. While Depot Neighborhood LLC will not satisfy the restrictive covenant to the letter, Habitat for Humanity believes that with the groundbreaking on the two units occurring prior to September 30, 2014 the terms of the restrictive covenant have substantially been met, and requests that this requirement be removed from the deed. This can be accomplished through the approval and execution of a "Release from Restrictive Covenant".

Another restrictive covenant in the deed [covenant (c)] was that Depot Neighborhood, LLC will pay a service fee of Fourteen Thousand, Three Hundred

Thirty-Three dollars (\$14,333.00) in installments of \$1,000 for each home upon closing of an Affordable Housing Unit sale. In any event, the total amount of the service fee was to be paid in full to the City no later than January 1, 2015. Habitat for Humanity has included the \$1,000 per unit service fee in the cost of each home, so that upon closing, the fee will be available to pay the City. Under this restriction, 14+ units needed to be sold between December 27, 2012 (when the deed was executed) and January 1, 2015 in order to meet the timeline for repayment under this scenario. Habitat for Humanity also requests that the January 1, 2015 date be removed from the deed because the fees will not be collected through the sale of the units by January 1, 2015. This can also be accomplished through the approval and execution of a "Release from Restrictive Covenant" as referenced above.

COST SHARING FOR STREET IMPROVEMENTS:

Part of the redevelopment of the Depot Neighborhood includes infrastructure improvements; specifically, adding curb and gutter and improving drainage along the south side of Station St. between Franklin St. and Railroad Ave. In order to have consistent construction across the street width, it is proposed that the City participate in the cost of an increased scope of the infrastructure improvements; specifically to include adding curb and gutter along the north side and paving Station St. between Franklin St. and Railroad Ave.

City staff is preparing background information regarding the cost sharing proposal, which is tentatively scheduled for the September 2, 2014 Regular City Commission meeting.

With respect to the restrictive covenants, if the City wishes to grant the request of Habitat for Humanity as presented, the following motion would be in order: **that the City Attorney be directed to draft, and the Mayor and City Clerk be authorized to execute a "Release from Restrictive Covenant" in connection with the Warranty Deed to the Depot Neighborhood, LLC (of which Habitat for Humanity and Homestretch are members), which deed was originally executed on December 27, 2012, to remove the requirement that "Depot Neighborhood LLC shall construct the first five (5) affordable housing units by September 30, 2014", and to remove the requirement that "the total amount of the service fee described herein shall be paid in full no later than January 1, 2015", such Release of Restrictive Covenant subject to approval as to its substance by the City Manager and as to its form by the City Attorney; and that the City Clerk be directed to record the Release.**

Alternatively, the City Commission may elect to take a compromise position, not granting the request to remove the deed restrictions, but electing not to exercise the City's rights under sections (b) and (c) of the deed. This would still give the City some recourse in the event that the LLC cannot perform the requirements of the deed. In this case, the following motion would be in order:

that, so long as Depot Neighborhood, LLC continues to work in good faith toward fulfilling the terms of the deed restrictions, the City of Traverse City hereby elects not to exercise its rights under sections (b) and (c) of the Warranty Deed dated December 27, 2012, and that the City Clerk be directed to send one certified copy of the minutes of the August 18, 2014 City Commission meeting to Depot Neighborhood, LLC and one copy to be filed with the with the City's copy of the Warranty Deed.

Attachments:

1. Letter from Habitat for Humanity dated 08-07-2014
2. Purchase and Sale Agreement dated May 14, 2012
3. Warranty Deed Executed 12/27/2012

c: Habitat for Humanity, PO Box 5412, Traverse City, MI 49685

August 7, 2014

Jered Ottenwess
City Manager
City of Traverse City
400 Boardman Ave.
Traverse City, Michigan 49684

RE: Request for Provisions in the Depot Neighborhood, LLC Warranty Deed

Dear Mr. Ottenwess:

The Depot Neighborhood, LLC joint Board of Directors formally requests the City of Traverse City to consider the following items:

Revise covenants incorporated in the "Depot" warranty deed to:

- Remove the requirement that (b) *Depot Neighborhood, LLC shall construct the first five (5) Affordable Housing Units by September 30, 2014* and
- Collect a service fee of \$1,000 at the closing of each home until the required \$14,333.00 is met and remove (c) *the total amount of the service fee described herein shall be paid in full no later than January 1, 2015.*

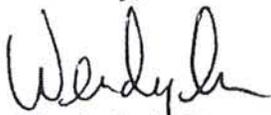
As indicated during our meeting, currently three homes are built, with two additional homes to have "groundbreaking" by September 30, 2014. When reviewing the site, the condition on the warranty deed although not met by September 30, 2014 has substantially been met as required.

In addition, in partnership with the Depot Neighborhood, LLC:

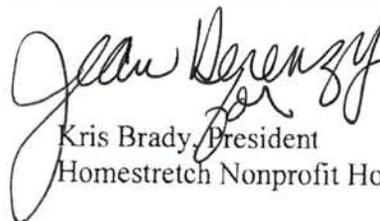
- Confirm a cost sharing resolution for street improvements to Station Street and Railroad Ave on August 18, 2014. The cost share with the Depot Neighborhood LLC would be \$32,000 of the approximated \$96,724 cost for the described street improvements.

We respectfully request the City to move forward and schedule these items for review at the August 18 City Commission meeting.

Sincerely,



Wendy Irvin, Executive Director
Habitat for Humanity, Grand Traverse Region



Kris Brady, President
Homestretch Nonprofit Housing

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated the 14 day of May, 2012, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan, 49684 (the "City" or "Seller") and Depot Neighborhood, LLC, a Michigan Limited Liability Company of 1129 Woodmere Ave, Suite F, Traverse City, Michigan 49686 (the "Buyer").

WHEREAS, the State Housing Development Authority Act of 1966, MCL 125.1401 *et seq.*, finds that public participation in affordable housing serves a valid public purpose and the City has found that affordable housing is a public purpose, *see City Ordinances*, Chapters 881 and 1376; and

WHEREAS, the Home Rule Cities Act authorizes the City, to enter contracts with private entities and expend funds as necessary for services considered necessary by the legislative body to provide for the public peace, health, and safety, MCL 117.3(j); and

WHEREAS, the City is the owner of a parcel of land known as the "Depot Property" more fully described as set forth in Attachment A, attached hereto and made a part hereof (the "Property" or the "Depot Property"), which Property is not dedicated to a park or cemetery use; and

WHEREAS, the City desires that the Property be developed in order to place the Property on the tax roll to provide revenue for the City's general fund and to provide safe and sanitary affordable housing for City residents; and

WHEREAS, the City requested offers and proposals from interested persons to purchase the Depot Property and the Buyer was the only person to respond to the City's requests; and

WHEREAS, the City has determined that there is a lack of sufficient affordable housing within the City and that the construction of such housing is necessary for the preservation of the public peace, health, and safety and is a valid public purpose in that it provides the City's low to moderate income residents with safe and sanitary affordable housing and is necessary to the creation and retention of jobs in the City; and

WHEREAS, Buyer has demonstrated that it is a Limited Liability Company whose members are eligible housing nonprofit agencies formed for the purpose of providing affordable housing; and

WHEREAS, Buyer desires to construct a minimum of 21 affordable housing units (the "Affordable Housing Units") on a portion of the Depot Property; and

WHEREAS, the City desires to sell the Depot Property to the Buyer for these purposes and the City has determined that the establishment of affordable housing on the Property constitutes a public purpose; and

NOW THEREFORE, it is hereby agreed as follows:

1. Property. The Property to be conveyed is the Depot Property (also referred to herein as the "Property"), more fully described in Attachment A.

2. Consideration. Buyer shall pay the City for the Property a total purchase price of \$290,667.00, subject to closing adjustments which shall be paid by Buyer to the City in cash or certified check at closing. This provision shall survive closing.

3. Additional Consideration. As additional consideration for the Property:

a. Buyer agrees to construct a minimum of 21 affordable housing units on the Housing Property as generally depicted on the Site Plan attached hereto as Attachment B. "Affordable Housing Unit" means a dwelling unit meeting the Affordable Housing Standards set forth in Section 1376.02(e) – (j) of the City of Traverse City's Codified Ordinances, as they have been amended to date. A copy of Section 1376.02 of the City of Traverse City's Codified Ordinance is attached as Attachment C.

The Affordable Housing Units shall not be sold or rented for fair market value for a period of five (5) years following construction of the unit. In the event that any such unit is sold or rented for market value within this period, the unit shall revert to the Buyer. The deed conveying title to the Property shall contain a right of reversion of the Property to the Buyer in the event that the Property is not utilized for Affordable Housing during the five year period. Additionally, each deed conveying an Affordable Housing Unit shall include a right of reversion to the Buyer in the event that grantee, its successors, assigns, heirs, receivers, or transferee sells or rents the unit during the five (5) year period. A copy of every deed conveying an affordable housing unit shall be provided to the City to ensure compliance with this provision. This provision shall survive closing.

b. Buyer agrees to construct the first five (5) Affordable Housing Units by September 30, 2014. Construction shall commence in an organized, phased plan. If construction of five (5) Affordable Housing Units is not completed by September 30, 2014 the Buyer agrees to sell the vacant portion of the Property back to the City for an amount to be determined by the City Assessor. Should the City, at its sole discretion, decide to repurchase the Property the City shall reimburse the Buyer for the actual costs of any infrastructure which has been constructed upon the Property to that date.

4. Service Fee. It is hereby acknowledged by the Buyer that the development of the Property places direct and indirect burdens on City services such as police, fire, public infrastructure, and planning and development. Therefore, as further consideration for the purchase of the Property Buyer shall pay to Seller a service fee in the total amount of \$14,333.00. This service fee shall be paid in installments by the Buyer to the Seller at \$1,000.00 per Affordable Housing Unit sale upon closing of an Affordable Housing Unit sale. In any event the total amount of the service fee herein described shall be paid in full to the Seller no later than January 1, 2015. If the service

fee is not paid as described in this section, Seller shall have the right to use any legal means to collect the unpaid amount. This provision shall survive closing.

5. Public Utilities and Easements. The Buyer acknowledges that there are existing public water main, electric, gas, cable television and telephone utilities and utility easements which are located on the Property. Additionally, Buyer acknowledges that should these utilities need to be relocated or other public infrastructure be installed to serve the Property, Buyer shall be solely responsible for all costs associated therewith. Buyer acknowledges the necessity for and agrees to construct a lift station for sanitary sewer service on the Property. In the event it is necessary to construct a public lift station based upon the density of the planned development, the Buyer shall construct the public lift station at its sole cost and expense to standards specified by the City, subject to the approval of the City Engineer, and convey the public lift station and necessary real estate and access once it has been constructed, to the City. In the event it is necessary to construct a private lift station based upon the density of the planned development, the Buyer shall construct said private lift station according to the standards of the State of Michigan. If a private lift station is constructed, the Condominium Master Deed shall provide for the continued cost of and administration of monitoring, operating and maintaining the lift station. The language in the Condominium Master Deed shall be subject to the approval of the City and shall also provide for an easement for access to the lift station benefiting the City and the creation of a special assessment district through which the City may charge associated costs for the administration of monitoring, operation and maintenance of the private lift station, should the Condominium Association fail to do so. This provision shall survive closing.

6. Title. Seller shall convey to Buyer such good and marketable title to the Property as will enable Buyer's title insurance company (the "Title Company") to issue an ALTA Owner's Policy of Title Insurance, in the amount of the Purchase Price, subject to the standard exceptions and the permitted title exceptions.

a. Permitted Title Exceptions.

- i. All existing utility easements and utility easements to be reserved by City of Traverse City and Traverse City Light and Power.
- ii. Any other exceptions, easements, or restrictions of record provided the same are approved by Buyer no later than 15 days from receipt of a revised title commitment.
- iii. Any exceptions, easements, restrictions, or burdens of record caused by the Buyer or its agents, employees, contractors, successors, or assigns.

b. Examination of Title. Buyer shall have 15 days after delivery of an updated title insurance commitment to examine the Title to the Property and notify Seller in writing of any defect in the title. In the event that Buyer fails to notify Seller of any defects within the 15-day examination period, Buyer will be deemed to have waived such objections.

c. Survey Matters. If the Buyer desires a survey of the Property, Buyer shall promptly procure one at Buyer's expense. If Buyer elects not to procure a survey, Buyer agrees that in purchasing the Property, Buyer is relying solely upon Buyer's own judgment as to the location,

Property to accomplish the purposes set forth in the Agreement, the fee charged by the closing agent for the delivery of deeds contemplated by this Agreement, all costs associated with Buyer's transfer of the Property to subsequent purchasers or assigns, and the Buyer's broker's or real estate agent's fee.

9. Prorations and Credits at Closing. There are no ad valorem real estate taxes, with respect to the Property for the current year, that need to be prorated. Buyer shall be responsible for all taxes on and after the Closing Date.

10. Conveyances and Deliveries at Closing.

At Closing, the following items shall be executed and delivered:

a. WarrantyDeed. Buyer shall provide Seller with a title insurance policy sufficient to allow Seller to convey the Property, together with all the appurtenances and hereditaments attached to it, and any easements appurtenant to the Property or otherwise described as a portion of the Property, to Buyer by a warranty deed, subject to the permitted title exceptions and any easements, restrictions or encumbrances of record.

b. Owner's Affidavit. Seller shall also execute and deliver to Buyer an affidavit with respect to liens. Pursuant to paragraph 5 of this Agreement, Buyer shall accept all liens placed upon the Property by Buyer, its agents, officers, contractors, subcontractors, employees, successors, or assigns of any liens for work performed on the Property at the direction of the Buyer, its agents, officers, contractors, subcontractors, employees, successors, or assigns.

c. Closing Statement. Seller and Buyer shall execute and deliver a closing statement which shall set forth the Purchase Price for the Property, all credits against the Purchase Price for the Property, the amounts of all prorations and other adjustments to the Purchase Price for the Property and all disbursements made at Closing on behalf of Buyer.

d. Releases of Mortgages and Liens. At Closing, Seller shall pay in full or cause the Property to be fully released from all loans, mortgages and other financing owed by Seller and secured by the Property or any part of the Property, and shall evidence the satisfaction of such indebtedness or such release to the satisfaction of Buyer and Title Company except for those liens set forth in subsection b.

11. Seller's Representations and Warranties.

Buyer and Seller agree that Buyer is to purchase the Property "as is" that is, in its condition as of the date of the execution of this Agreement, and that Seller makes no warranties or representations concerning the condition of the property in any respect. However, Buyer, at Buyer's sole expense, shall, at all reasonable times prior to the Closing Date, have the privilege of going on the Property with its agents, representatives and contractually retained independent contractors as needed to inspect, examine, test, appraise and survey the Property. This privilege shall include the right to make surveys, examinations, appraisals and other tests to obtain any relevant information necessary to determine subsurface and topographic conditions, including, but not limited to, toxic and hazardous materials and substances studies and soil tests, including

15. No Third Party Beneficiaries. This Agreement shall not be deemed or construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

16. Default.

a. Buyer's Default. In the event that Buyer defaults in the observance or performance of its covenants and obligations under this Agreement and default continues for five (5) consecutive days after the date of written notice from Seller demanding cure of the default, Seller shall be entitled to terminate this Agreement (except to the extent that any right, obligation or liability expressly survives termination of this agreement) by written notice to Buyer of such termination and shall also be entitled, in lieu of other remedies, to receive 10% of the Purchase Price for the Property as full liquidated damages for the default of Buyer.

b. Seller's Default. In the event that Seller defaults in the observance or performance of its covenants and obligations under this Agreement and such default continues for five (5) consecutive days after the date of written notice from Buyer demanding cure of the default, Buyer shall be entitled to terminate this Agreement (except to the extent that any right, obligation or liability expressly survives termination of this agreement) by the delivery to Seller of notice of such termination and shall also be entitled, as its sole and exclusive additional remedy under this Agreement, to sue Seller for specific performance of this agreement.

17. Broker.

a. The City represents to the Buyer that it has not incurred any obligation to any broker or real estate agent with respect to the sale of the Property.

b. The Buyer represents to the City that it has not incurred any obligation to any broker or real estate agent with respect to the purchase of the Property.

18. General Provisions.

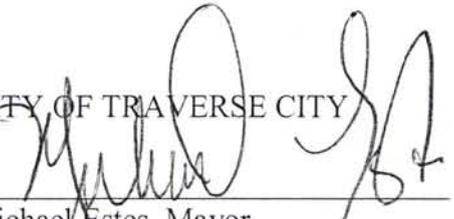
a. Agreement Binding. The Agreement shall be binding on each party and each party's successors, heirs, transferees, receivers, and assigns and shall inure to the benefit of each party and each party's successors and permitted assigns.

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained in this instrument, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise provided in this instrument, the terms embodied in this agreement may not be amended except by an agreement in writing signed by the parties to this agreement.

c. Date of this Agreement. All references in this agreement to "the date of this Agreement" shall be deemed to refer to the date first recited above.

d. Assignment. No right or interest of Buyer under this Agreement shall be assigned

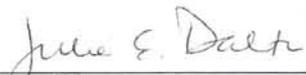
The Seller and Buyer have executed this Agreement on the day, month and year above indicated.

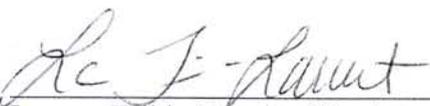
CITY OF TRAVERSE CITY

Michael Estes, Mayor


Benjamin C. Marentette, City Clerk

STATE OF MICHIGAN)
)
Grand Traverse COUNTY)

Acknowledged before me in Grand Traverse County, Michigan on July 31, 2012 by Michael Estes and Benjamin C. Marentette, Mayor and City Clerk of the City of Traverse City, respectively.


Julie F. Dalton, Notary Public
State of Michigan, County of Leelanau
Acting in the County of Grand Traverse
My commission expires: 11-6-2016

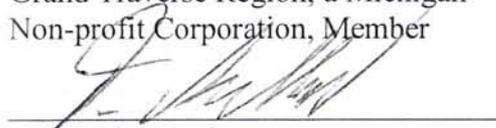
Approved as to Form:

Lauren Tribble-Laucht, City Attorney

Approved as to Substance:

R. Ben Bifoss, City Manager

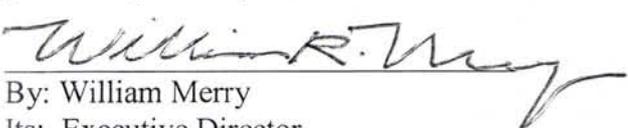
BUYERS:

Depot Neighborhood LLC
By: Habitat for Humanity –
Grand Traverse Region, a Michigan
Non-profit Corporation, Member



By: Daniel Brady
Its: Board President

Depot Neighborhood LLC
By: HomeStretch NHC, A Michigan Non-
profit Corporation, Member

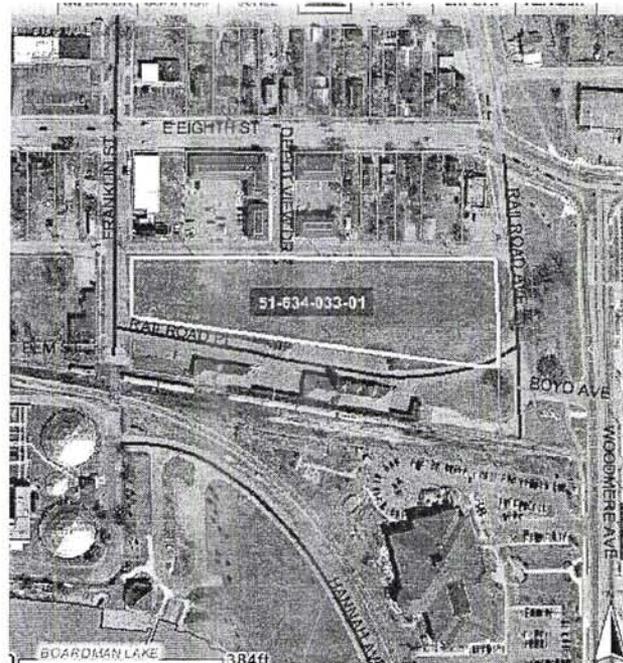


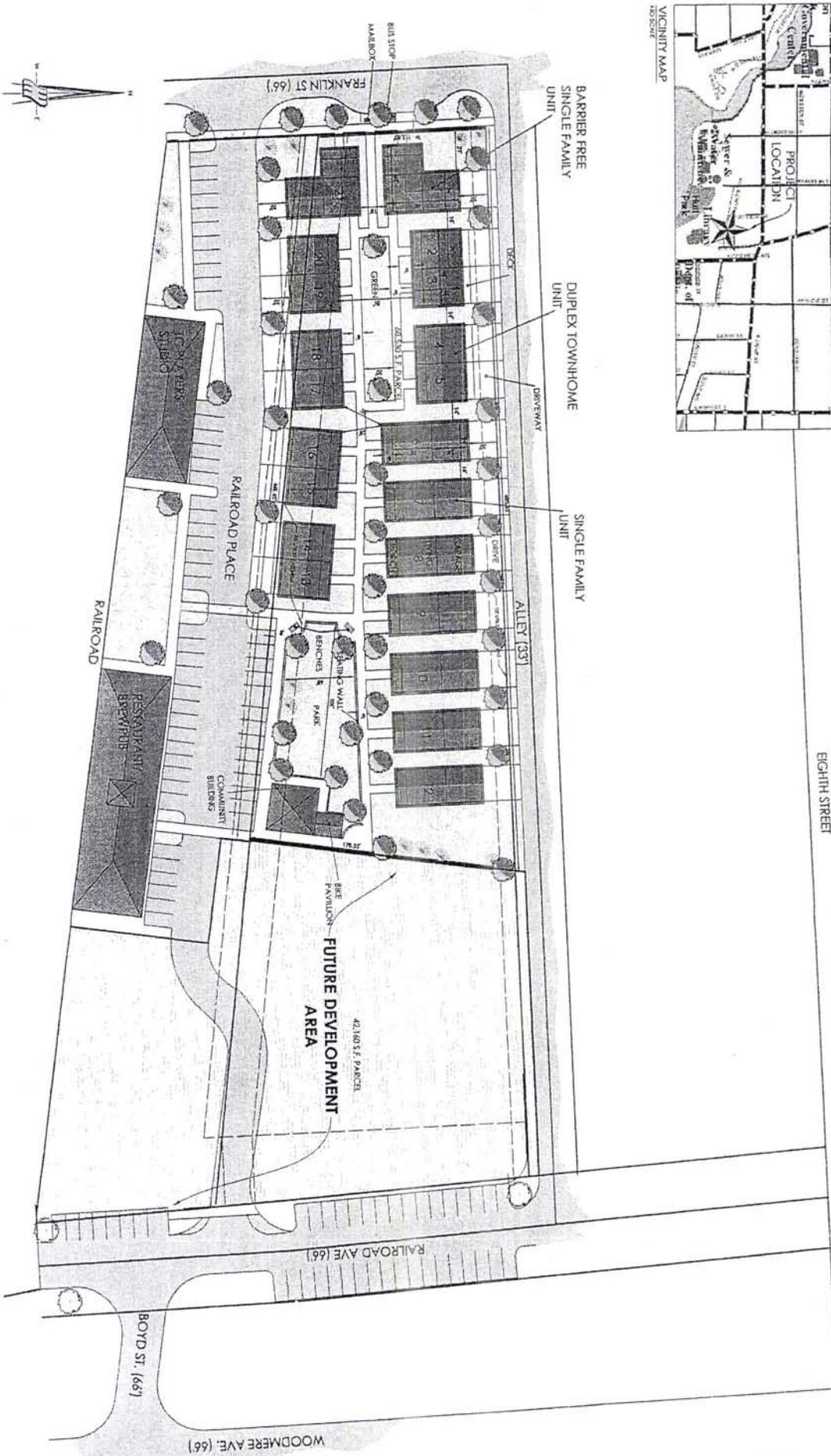
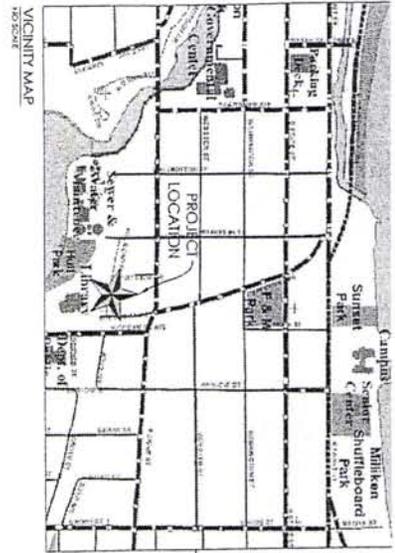
By: William Merry
Its: Executive Director

Drafted by:
Lauren Tribble-Laucht (P71936)
City Attorney
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684
(231)922-4404

When recorded return to:
Drafter

PART OF LOTS 27 THROUGH 53, BLOCK 5 HANNAH LAY & CO'S FIFTH ADDITION TO THE CITY OF TRAVERSE CITY SEC 11 T27N R11W; BEG AT THE NE CORNER OF LOT 27 THENCE SE'LY ON A CURVE TO THE RIGHT 160.93 RADIUS 2641.14 FEET, CHORD BEARING AND LENGTH SOUTH 04°40'23"E 160.91 FEET; THENCE CONTINUING SOUTH 02°55'39"E EAST, 42.17 FEET; THENCE SOUTH 88°06'20"W 43.83 FEET ±; THENCE N 84°00'47"W 656.34FT TO THE EAST ROW LINE OF FRANKLIN STREET. (66' WIDE) THENCE NORTH 01°57'57"W 112.83 FEET TO THE SOUTH ROW LINE OF THE E-W ALLEY; THENCE N 88°06'20"E 685.55 +/- FEET TO POB. 2.546 AC. SUBJECT TO A 10FT EASEMENT ACROSS THE NORTHERN BOUNDARY AND A 20FT EASEMENT ACROSS THE SOUTHERN BOUNDARY OF SAID PROPERTY FOR THE PURPOSE OF THE INSTALLATION OF PUBLIC & PRIVATE UTILITIES.





DATE	DESCRIPTION
11/11/11	Final Review
11/11/11	Original design

Homestretch NPHC & Habitat for Humanity Depot Neighborhood

Mansfield & Associates

Planners
Civil Engineers
Surveyors

CHAPTER 1376

Affordable Housing Standards

Because the remaining land appropriate for new residential development in the City is limited, and because there is a documented shortage of affordable housing that is available to low-income and very low-income households in the City, it is essential that a reasonable proportion of such land be developed into housing units affordable to the City's workforce. The affordable housing section is for the purpose of accommodating and encouraging diverse and balanced neighborhoods with quality, well-designed housing that is affordable to the City's low-income and very low-income residents.

1376.01	Compliance required.
1376.02	Standards.
1376.03	Affordable housing incentives.

CROSS REFERENCES

Zoning and planning in home rule cities – MCLA 117.4i
 Regulation of land development and establishment of districts; provisions; uniformity of regulations; limitations – MCLA 125.3201

1376.01 COMPLIANCE REQUIRED.

Any project receiving a density bonus or dimensional modification incentive must meet the requirements of this chapter.
 (Ord. 822. Passed 1-5-09.)

1376.02 STANDARDS.

Prior to approval of any site plan including a density bonus, applicants must submit documentation indicating compliance with the following:

- (a) **Integration:** Affordable dwelling units shall be constructed on-site dispersed throughout the project.
- (b) **Design:** Affordable units shall be comparable in bedroom mix, design, and overall quality of construction to the market-rate units in the development. The exterior appearance of affordable units shall be visually compatible with the market rate units in the development, and exterior building materials and finishes shall be substantially the same in type and quality for affordable and market-rate units.
- (c) **Phasing.** Affordable housing units shall be constructed concurrently with the market-rate units. If a project is constructed in phases, affordable housing units shall be integrated proportionately in each phase of the project.
- (d) **Long-term affordability:** Affordable housing units shall remain affordable for a period of at least 30 years.
- (e) **Affordability level and pricing:** Maximum rental rates and sale prices shall be established annually by the City based on unit size and household income, as follows:

AFFORDABLE HOUSING STANDARDS

1. Sale prices for owner-occupied units shall be calculated based on monthly payment including an available fixed rate thirty-year mortgage, a down-payment not exceeding 5% of the purchase price, property tax estimates, homeowner's insurance, and any applicable condominium association fees. The monthly payment that is used to calculate the sale price shall be no more than 30% of the monthly income of a household earning at or below 80% of the area median income, as determined by HUD and adjusted for household size and corresponding number of bedroom units.
 2. Monthly rental rates shall be calculated on the basis of 30% of the gross monthly income of households earning 60% of the area median income, as determined by HUD and adjusted for household size and corresponding number of bedroom units.
 3. In calculating the rental and sales prices of affordable housing units, the following relationship between unit size and household size shall apply.
 - i. Efficiency units: 1-person household
 - ii. One-bedroom units: 2-person household
 - iii. Two-bedroom units: 3-person household
 - iv. Three-bedroom units: 4-person household
 - v. Four-bedroom and larger units: 5-person household
- (f) **Sale or Rent to Eligible Households.** Affordable housing units shall be sold or rented only to qualified households or eligible nonprofits.
- (g) **Sale of Affordable Housing Units:** Affordable housing units for sale as owner-occupied units shall be sold to eligible nonprofits or qualified households as follows:
1. **Eligible housing nonprofit purchase:** An eligible housing nonprofit agency may purchase the affordable housing units for subsequent sale to qualified households. If the affordable housing unit is purchased by an eligible housing nonprofit, the agency shall submit any documents deemed necessary by the City Attorney, including restrictive covenants and other legal documents, to ensure the continued affordability of the units in accordance with this section.
 2. **Private party purchases:** In all other sales of affordable housing units, the parties to the transaction shall execute and record such documentation as necessary to ensure the continued affordability of the affordable housing units in accordance with this section.
- (h) **Rental of Affordable Housing Units:** Rental units shall be rented to and occupied by eligible very-low income households at an affordable cost in keeping with the requirements of this section. If the owner of affordable rental units regulated by this section converts the development to condominiums, the development shall be subject to the for-sale affordable housing requirements of this section.
- (i) **Affordability Agreement.** Prior to issuing approval, an agreement in a form acceptable to the City Attorney that addresses price and resale restrictions,

AFFORDABLE HOUSING STANDARDS

homebuyer or tenant qualifications, procedures for determining eligibility, long-term affordability, and any other applicable topics of the affordable housing units shall be submitted to the Planning Department. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the applicant.

(j) **Failure to Rent or Sell Affordable Housing Units.**

For affordable housing units constructed under the terms of this Chapter, marketing begins on the date when the affordable housing unit is completed and available for viewing.

1. If, after 365 days of marketing, an affordable owner-occupied housing unit is not sold to an eligible housing nonprofit or household at or below 80% AMI, the unit may be marketed as an affordable housing unit for an eligible household with income at or below 100% of the area median income.
2. If, after 365 days of marketing, an affordable rental housing unit is not rented to a household at or below 60% AMI, the unit may be marketed to a household at or below 80% of the area median income.
3. Any of the affordable housing units that are marketed under this provision remain subject to the long-term affordability and eligibility criteria included in this Chapter.

(Ord. 822. Passed 1-5-09.)

1376.03 AFFORDABLE HOUSING INCENTIVES.

- (a) **Density Bonus.** A density bonus shall be provided equal to one market-rate unit for each affordable housing unit that meets the standards defined in Section 1376.02. Density shall not exceed the maximum density specified in Chapter 1368, Size and Area Requirements.
- (b) **Dimensional Standards Modification.** The maximum impervious surface percentage, as specified in Chapter 1368, Size and Area Requirements, may be increased by up to 10 percentage points over that percentage permitted without an affordable housing incentive, if necessary to accommodate the density bonus units on-site.
- (c) **Property tax exemption.** A property providing affordable housing maybe eligible for a property tax exemption as established in the City Code of Ordinances, Chapter 881, Low Income Housing Tax Exemption.

(Ord. 822. Passed 1-5-09.)

9
x1



2013R-00173
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED
01/03/2013 2:15 PM PAGE 1 OF 9
PEGGY HAINES REGISTER OF DEEDS

Parcel# 28-51-634-033-01 EMP
STATE OF MICHIGAN, Grand Traverse County, Treasurer
certify that these are the taxes levied on the property described in the within
description, and all taxes on this property as of the date of the
instrument as shown by the records in the office of the Grand Traverse County Treasurer
collections by Township, City or Village: 11313 Grand Traverse County, Treasurer

1607770
560M24
WARRANTY DEED

The Grantor, CITY OF TRAVERSE CITY, a Michigan municipal corporation, whose address is 400 Boardman Avenue, Traverse City, Michigan, 49684, conveys and warrants to the Grantee, DEPOT NEIGHBORHOOD, LLC, a Michigan Limited Liability Company, whose address is 1129 Woodmere Avenue, Suite F, Traverse City, Michigan, 49646, the following described premises situated in the City of Traverse City, County of Grand Traverse, and State of Michigan:

More fully described on "Attachment A," attached hereto and made a part hereof.

subject to permitted title exceptions and any easements, restrictions or encumbrances of record.

The deed is given for the sum of TWO HUNDRED NINETY THOUSAND, SIX HUNDRED SIXTY SEVEN DOLLARS AND 00/100 (\$290,667.00) and the following additional consideration:

- a. DEPOT NEIGHBORHOOD, LLC shall construct a minimum of 21 affordable housing units on the Property as generally depicted on the Site Plan attached hereto as Attachment B. "Affordable Housing Unit" means a dwelling unit meeting the Affordable Housing Standards set forth in Section 1376.02(e) – (j) of the City of Traverse City's Codified Ordinances, as they have been amended to date. A copy of Section 1376.02 of the City of Traverse City's Codified ordinance is attached as Attachment C.

The Affordable Housing Units shall not be sold or rented for fair market value for a period of five (5) years following construction of the unit. In the event that any such unit is sold or rented for market value within this period, the unit shall revert to DEPOT NEIGHBORHOOD, LLC. Additionally, each deed conveying an Affordable Housing Unit shall include a right of reversion to DEPOT NEIGHBORHOOD, LLC in the event that grantee, its successors, assigns, heirs, receivers, or transferee sells or rents the unit during the five (5) year period. A copy of every deed conveying an Affordable Housing Unit shall be provided to the City of Traverse City to ensure compliance with this condition.

- b. DEPOT NEIGHBORHOOD, LLC shall construct the first five (5) Affordable Housing Units by September 30, 2014. Construction shall commence in an organized, phased plan. If construction of five (5) Affordable Housing Units is not completed by September 30, 2014 DEPOT NEIGHBORHOOD, LLC shall sell the vacant portion of the Property

back to the City of Traverse City for an amount to be determined by the City Assessor. Should the City, at its sole discretion, decide to repurchase the Property, the City of Traverse City shall reimburse DEPOT NEIGHBORHOOD, LLC for the actual costs of any infrastructure which has been constructed upon the Property to that date.

- c. DEPOT NEIGHBORHOOD, LLC shall pay to the City of Traverse City a service fee in the amount of FOURTEEN THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND 00/100 (\$14,333.00) This service fee shall be paid in installments by DEPOT NEIGHBORHOOD, LLC to the City of Traverse City at ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00) per Affordable Housing Unit sale upon closing of an Affordable Housing Unit sale. In any event, the total amount of the service fee described herein shall be paid in full no later than January 1, 2015.
- d. Should it be necessary to relocate any existing public water main, electric, gas, cable television and/or telephone utility or utility easement located on the Property or to install other public infrastructure to serve the Property, DEPOT NEIGHBORHOOD, LLC shall be solely responsible for all costs associated therewith.
- e. DEPOT NEIGHBORHOOD, LLC shall construct a lift station for sanitary sewer service on the Property. In the event it is necessary to construct a public lift station based upon the density of the planned development, DEPOT NEIGHBORHOOD, LLC shall construct the public lift station at its sole cost and expense to standards specified by the City of Traverse City, subject to the approval of the City Engineer, and convey the public lift station and necessary real estate and access once it has been constructed, to the City of Traverse City. In the event it is necessary to construct a private lift station based upon the density of the planned development, DEPOT NEIGHBORHOOD, LLC shall construct said private lift station according to the standards of the State of Michigan. If a private lift station is constructed, the Condominium Master Deed shall provide for the continued cost of and administration of monitoring, operating and maintaining the lift station. The language in the Condominium Master Deed shall be subject to the approval of the City of Traverse City and shall also provide for an easement for access to the lift station benefitting the City of Traverse City and the creation of a special assessment district through which the City of Traverse City may charge associated costs for the administration of monitoring, operation and maintenance of the private lift station, should the Condominium Association fail to do so.

No documentary stamps required. MCL 207.526 (h)(i); MCL 207.505 (h)(i).

Dated this 27 day of December, 2012.

CITY OF TRAVERSE CITY, a Michigan
municipal corporation,

x [Signature]
Michael Estes, Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 27 day of December, 2012, by Michael Estes, Mayor, for the City of Traverse City, a Michigan municipal corporation.

[Signature]
(Printed Name)
Notary Public, Grand Traverse County, Michigan
Acting in Grand Traverse County, Michigan
My commission expires: 12-1-19

WENDY CAF
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires 12-01-2019
Acting in the County of Grand Traverse

CITY OF TRAVERSE CITY, a Michigan
municipal corporation,

[Signature]
~~Benjamin C. Marentette, City Clerk~~
KATIE LOWRAN, DEPUTY CITY CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF GRAND TRAVERSE)

The foregoing instrument was acknowledged before me this 27 day of December, 2012, by ~~Benjamin C. Marentette, City Clerk~~, for the City of Traverse City, a Michigan municipal corporation. Katie Lowran, Deputy City Clerk

[Signature]
(Printed Name)
Notary Public, Grand Traverse County, Michigan
Acting in Grand Traverse County, Michigan
My commission expires: 12-1-19

WENDY CAF
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires 12-01-2019
Acting in the County of Grand Traverse

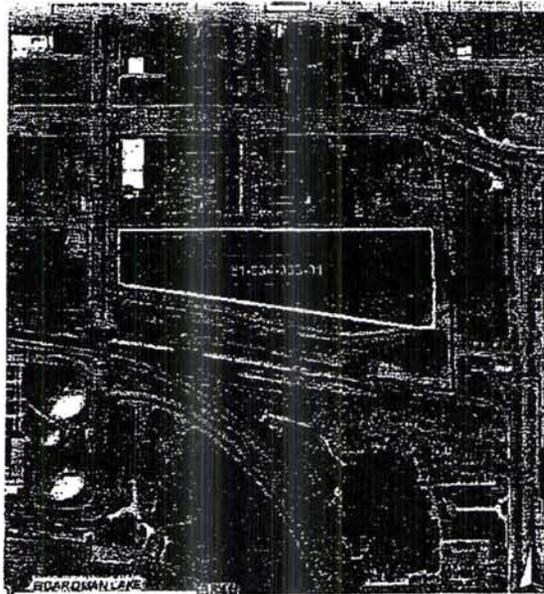
The Grantor grants to the grantee the right to make all divisions under section 108 of the land division act, Act No. 288.

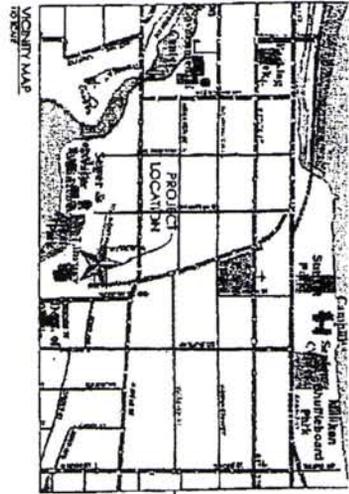
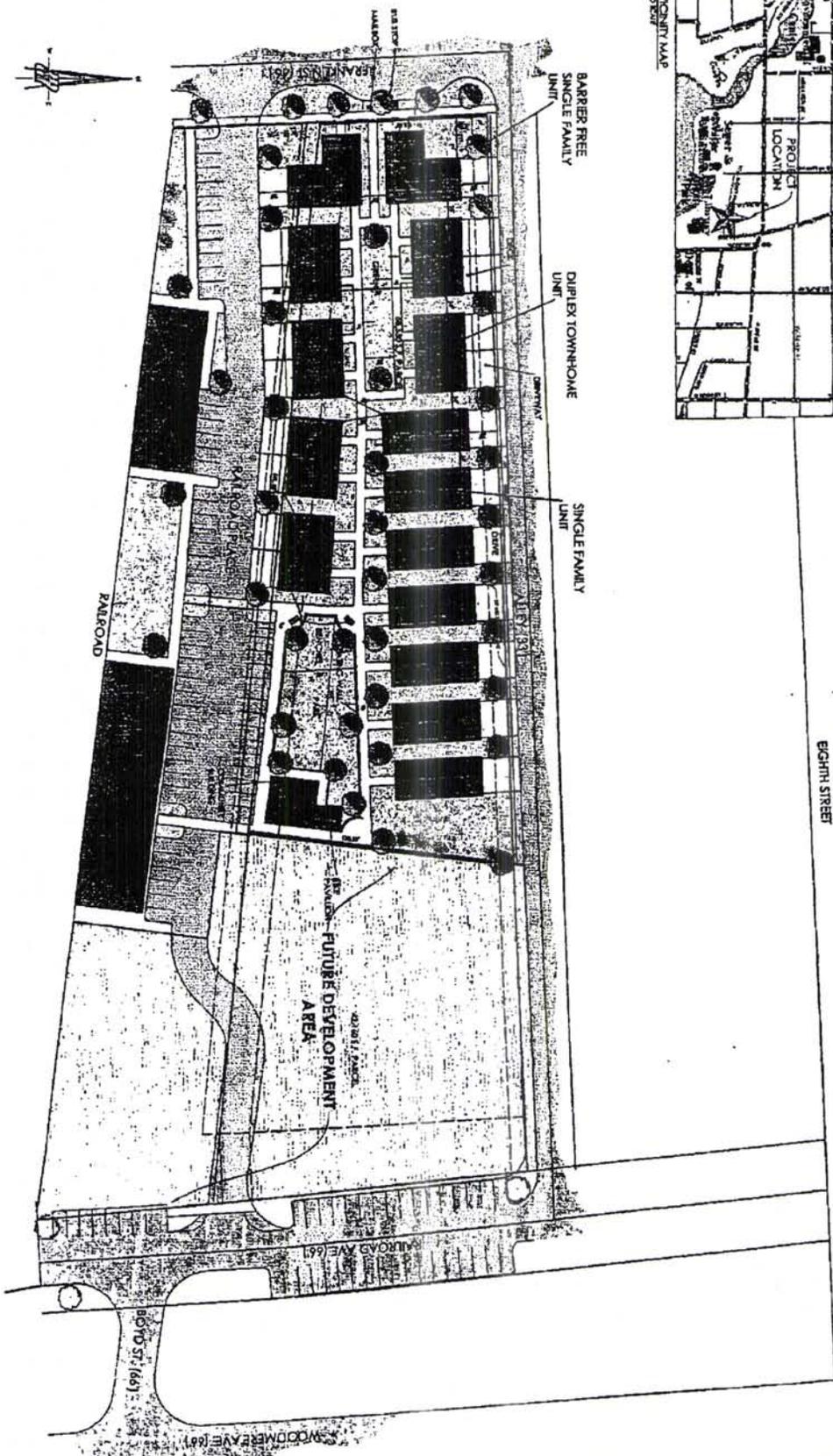
This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

<p>When Recorded Return To:</p> <p>Grantee</p> <p>AND a Copy to: Benjamin C. Marentette, City Clerk City of Traverse City 400 Boardman Avenue Traverse City, MI 49684</p>	<p>Send Subsequent Tax Bills To:</p> <p>Grantee</p>	<p>Drafted By:</p> <p>Lauren Tribble-Laucht (P71936) City of Traverse City 400 Boardman Avenue Traverse City, MI 49684 (231) 922-4404</p>
--	---	---

ATTACHMENT A

PART OF LOTS 27 THROUGH 53, BLOCK 5 HANNAH LAY & CO'S FIFTH ADDITION TO THE CITY OF TRAVERSE CITY SEC 11 T27N R11W; BEG AT THE NE CORNER OF LOT 27 THENCE SE'LY ON A CURVE TO THE RIGHT 160.93 RADIUS 2641.14 FEET, CHORD BEARING AND LENGTH SOUTH 04°40'23"E 160.91 FEET; THENCE CONTINUING SOUTH 02°55'39"E 42.17 FEET; THENCE SOUTH 88°06'20"W 43.83 FEET ±; THENCE N 84°00'47"W 656.34 FT TO THE EAST ROW LINE OF FRANKLIN STREET. (66' WIDE) THENCE NORTH 01°57'57"W 112.83 FEET TO THE SOUTH ROW LINE OF THE E-W ALLEY; THENCE N 88°06'20"E 685.55 +/- FEET TO POB. 2.546 AC. SUBJECT TO A 10FT EASEMENT ACROSS THE NORTHERN BOUNDARY AND A 20FT EASEMENT ACROSS THE SOUTHERN BOUNDARY OF SAID PROPERTY FOR THE PURPOSE OF THE INSTALLATION OF PUBLIC & PRIVATE UTILITIES.





Homestretch NPHC & Habitat for Humanity
 Depot Neighborhood

NO.	DATE	DESCRIPTION
1	11/13/13	PRELIMINARY
2	11/13/13	REVISION
3	11/13/13	REVISION
4	11/13/13	REVISION
5	11/13/13	REVISION
6	11/13/13	REVISION
7	11/13/13	REVISION
8	11/13/13	REVISION
9	11/13/13	REVISION
10	11/13/13	REVISION

Mansfield & Associates
 Licensed Civil Engineers
 Surveyors

CHAPTER 1376

Affordable Housing Standards

Because the remaining land appropriate for new residential development in the City is limited, and because there is a documented shortage of affordable housing that is available to low-income and very low-income households in the City, it is essential that a reasonable proportion of such land be developed into housing units affordable to the City's workforce. The affordable housing section is for the purpose of accommodating and encouraging diverse and balanced neighborhoods with quality, well-designed housing that is affordable to the City's low-income and very low-income residents.

- 1376.01 Compliance required.
1376.02 Standards.
1376.03 Affordable housing incentives.

CROSS REFERENCES

Zoning and planning in home rule cities – MCLA 117.4i
Regulation of land development and establishment of districts; provisions; uniformity of regulations; limitations – MCLA 125.3201

1376.01 COMPLIANCE REQUIRED.

Any project receiving a density bonus or dimensional modification incentive must meet the requirements of this chapter.
(Ord. 822. Passed 1-5-09.)

1376.02 STANDARDS.

Prior to approval of any site plan including a density bonus, applicants must submit documentation indicating compliance with the following:

- (a) **Integration:** Affordable dwelling units shall be constructed on-site dispersed throughout the project.
- (b) **Design:** Affordable units shall be comparable in bedroom mix, design, and overall quality of construction to the market-rate units in the development. The exterior appearance of affordable units shall be visually compatible with the market rate units in the development, and exterior building materials and finishes shall be substantially the same in type and quality for affordable and market-rate units.
- (c) **Phasing.** Affordable housing units shall be constructed concurrently with the market-rate units. If a project is constructed in phases, affordable housing units shall be integrated proportionately in each phase of the project.
- (d) **Long-term affordability:** Affordable housing units shall remain affordable for a period of at least 30 years.
- (e) **Affordability level and pricing:** Maximum rental rates and sale prices shall be established annually by the City based on unit size and household income, as follows:

AFFORDABLE HOUSING STANDARDS

1. Sale prices for owner-occupied units shall be calculated based on monthly payment including an available fixed rate thirty-year mortgage, a down-payment not exceeding 5% of the purchase price, property tax estimates, homeowner's insurance, and any applicable condominium association fees. The monthly payment that is used to calculate the sale price shall be no more than 30% of the monthly income of a household earning at or below 80% of the area median income, as determined by HUD and adjusted for household size and corresponding number of bedroom units.
 2. Monthly rental rates shall be calculated on the basis of 30% of the gross monthly income of households earning 60% of the area median income, as determined by HUD and adjusted for household size and corresponding number of bedroom units.
 3. In calculating the rental and sales prices of affordable housing units, the following relationship between unit size and household size shall apply.
 - i. Efficiency units: 1-person household
 - ii. One-bedroom units: 2-person household
 - iii. Two-bedroom units: 3-person household
 - iv. Three-bedroom units: 4-person household
 - v. Four-bedroom and larger units: 5-person household
- (f) **Sale or Rent to Eligible Households.** Affordable housing units shall be sold or rented only to qualified households or eligible nonprofits.
- (g) **Sale of Affordable Housing Units:** Affordable housing units for sale as owner-occupied units shall be sold to eligible nonprofits or qualified households as follows:
1. **Eligible housing nonprofit purchase:** An eligible housing nonprofit agency may purchase the affordable housing units for subsequent sale to qualified households. If the affordable housing unit is purchased by an eligible housing nonprofit, the agency shall submit any documents deemed necessary by the City Attorney, including restrictive covenants and other legal documents, to ensure the continued affordability of the units in accordance with this section.
 2. **Private party purchases:** In all other sales of affordable housing units, the parties to the transaction shall execute and record such documentation as necessary to ensure the continued affordability of the affordable housing units in accordance with this section.
- (h) **Rental of Affordable Housing Units:** Rental units shall be rented to and occupied by eligible very-low income households at an affordable cost in keeping with the requirements of this section. If the owner of affordable rental units regulated by this section converts the development to condominiums, the development shall be subject to the for-sale affordable housing requirements of this section.
- (i) **Affordability Agreement.** Prior to issuing approval, an agreement in a form acceptable to the City Attorney that addresses price and resale restrictions,

AFFORDABLE HOUSING STANDARDS

homebuyer or tenant qualifications, procedures for determining eligibility, long-term affordability, and any other applicable topics of the affordable housing units shall be submitted to the Planning Department. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the applicant.

- (j) **Failure to Rent or Sell Affordable Housing Units.**
For affordable housing units constructed under the terms of this Chapter, marketing begins on the date when the affordable housing unit is completed and available for viewing.
1. If, after 365 days of marketing, an affordable owner-occupied housing unit is not sold to an eligible housing nonprofit or household at or below 80% AMI, the unit may be marketed as an affordable housing unit for an eligible household with income at or below 100% of the area median income.
 2. If, after 365 days of marketing, an affordable rental housing unit is not rented to a household at or below 60% AMI, the unit may be marketed to a household at or below 80% of the area median income.
 3. Any of the affordable housing units that are marketed under this provision remain subject to the long-term affordability and eligibility criteria included in this Chapter.

(Ord. 822. Passed 1-5-09.)

1376.03 AFFORDABLE HOUSING INCENTIVES.

- (a) **Density Bonus.** A density bonus shall be provided equal to one market-rate unit for each affordable housing unit that meets the standards defined in Section 1376.02. Density shall not exceed the maximum density specified in Chapter 1368, Size and Area Requirements.
- (b) **Dimensional Standards Modification.** The maximum impervious surface percentage, as specified in Chapter 1368, Size and Area Requirements, may be increased by up to 10 percentage points over that percentage permitted without an affordable housing incentive, if necessary to accommodate the density bonus units on-site.
- (c) **Property tax exemption.** A property providing affordable housing maybe eligible for a property tax exemption as established in the City Code of Ordinances, Chapter 881, Low Income Housing Tax Exemption.

(Ord. 822. Passed 1-5-09.)



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰ JERED OTTENWESS, CITY MANAGER

SUBJECT: UNITED STATES COAST GUARD CITY COMMITTEE – TERM EXPIRATIONS

Attached is a memo from Deputy City Clerk Katie Lowran, regarding three upcoming term expirations on the United States Coast Guard City Committee.

As indicated by Ms. Lowran, these are City Commission appointments.

The following are sample motions:

1 – to establish an ad hoc interview committee

that an ad hoc interview committee be established to make recommendation regarding three three-year terms (seats previously held by Joe Muha, Glen VanRiper, and Kevin Bavers) expiring August 25, 2014, on the United States Coast Guard City Committee; and that Commissioners _____, _____ and _____ be appointed to such Committee, with Commissioner _____ to serve as Chair.

2 – To appoint David Barr and to establish an ad hoc interview committee

that David Barr (seat previously held by Joe Muha) be appointed, to one three-year term expiring August 25, 2017, on the United States Coast Guard City Committee, and that an that an ad hoc interview committee be established to make a recommendation regarding two three-

[Motion continued on page 2]

year terms (seats previously held by Glen VanRiper and Kevin Bavers) expiring August 25, 2017, on the United States Coast Guard City Committee; and that Commissioners _____, _____ and _____ be appointed to such Committee, with Commissioner _____ to serve as Chair.

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager

COPY:

FROM: Katie Lowran, Deputy City Clerk

A handwritten signature in blue ink that reads "Katie Lowran".

DATE: August 13, 2014

SUBJECT: UNITED STATES COAST GUARD CITY COMMITTEE - TERM EXPIRATIONS

There are three upcoming term expirations on the United States Coast Guard City Committee. The seats currently held by Joe Muha, Glen VanRiper, and Kevin Bavers will be expiring on August 25, 2014. No incumbents are seeking reappointment. Terms are for three year terms expiring on August 25, 2017.

These are City Commission appointments.

Applications on file.

David Barr

The purpose of the United States Coast Guard City Committee is to serve in an advisory capacity to the City Commission to make recommendation on matters relating to the operation, development and planning of United States Coast Guard services, facilities and programs within the City of Traverse City.

United States Coast Guard City Committee

	<u>Initial Apt. Date</u>	<u>Termination</u>
Jered Ottenwess (City Manager) Full Voting Authority 922-4440 (Office)	07/22/13	Continuous
Sean M. Cross (Coast Guard Commander) Full Voting Authority 922-8220 (Bus) sean.m.cross@uscg.mil	06/07/13	Continuous
Joe Muha (Chairperson) 1022 E. State St, TC, 49686 947-5782 (Res) 709-3596 (Bus) joemuha@gmail.com	11/07/11	08/25/14
- Term Expiring, Not Seeking Reappointment -		
Stan Simons (Vice Chairperson) 2828 E. Crown Dr, TC, 49685 946-6171 ext. 3 (Bus) sosimons72@gmail.com	11/07/11	08/25/16
Steve Perdue 2953 Sherwood Dr, TC, 49686 938-9443 (Res) 922-4886 (Bus) sperdue@grandtraverseindustries.com	09/03/13	08/25/16
Robert Richardson 539 Leeward, TC, 49686 917-428-5410 (Cell) richardson@glastonburyllc.com	09/04/12	08/25/15
Glen VanRiper 619 Belmont Dr, TC, 49686 947-9082 (Res) vrbonita@charter.net	11/07/11	08/25/14
- Term Expiring, Not Seeking Reappointment -		
Kevin Bavers 1592 Paul Place, TC, 49686 350-3949 (Res) 947-7286 ext. 15 (Bus) execdirector@nwmirecross.org	11/07/11	08/25/14
- Term Expiring, Not Seeking Reappointment -		

Katelyn Stroven, Administrative Specialist (staff liaison, non-voting)
922-4480 (Bus) kstroven@traversecitymi.gov

Composition: All appointments are for three-years, with terms expiring August 25, with the initial appointments to be staggered as outlined in the ordinance. The committee consists of 8 members, who are appointed as follows: One member Ex-officio is the City Manager or designee, with full voting authority; one member Ex-officio is the Commander serving at the Coast Guard Air Station Traverse City or designee, with full voting authority; and the remaining members are appointed by the City Commission. All members may be non-city residents.

Purpose: This committee serves in an advisory capacity to the City Commission to make recommendations on matters relating to the operation, development and planning of United States Coast Guard services, facilities and programs within the City of Traverse City. Annually, the committee submits to the City Commission a report of its activities.

Additionally, the Committee shall submit to the City Manager a proposed budget for funds necessary for the capital improvements and general operation of the United States Coast Guard Committee systems through the normal budget process. The committee may solicit and recommend that the city receive any gifts, etc., to be applied for the Committee's purposes. The use and disposal of such gifts, etc., shall be approved by the City Commission.

Meets the the first Thursday of each month at 3:00 p.m. in the Governmental Center.



City of Traverse City Application to Become Involved

Board(s)/Committee(s) on which you are interested in serving: _____

COAST GUARD COMMITTEE

(Please limit to three boards/committees)

Name: DAVID BARR E-Mail Address: ~~DB~~ DBARRMEDIA@AOL.COM

Address: 936 WOOD AVE TC MI 49686

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

Home telephone number: (231) 620-2523 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? YES Are you a downtown district (DDA) resident? NO Do you have ownership interest in downtown district (DDA) property? ? 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)? _____
 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.



Signature

6/23/14
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

July 1, 2014

City Clerk
400 Boardman Avenue
Traverse City, MI 49684

RECEIVED

JUL 08 2014

**CITY OF TRAVERSE CITY
CITY CLERKS OFFICE**

Dear Clerk,

I am applying for the City of Traverse City Coast Guard Committee because I have a great amount of respect for the men and women who serve us at Air Station Traverse City.

Over the past ten years I have had the honor of working with many of the officers at the station on many different events. I have worked with them on Honor Guards for Flag Presentations, Fly-overs for events, speaking engagements, Open Houses, Air Shows, Base tours and other events. It has been a pleasure and a privilege to work with these men and women.

I believe I can further build bridges between the Air Station and the City by continuing to help integrate the families at the base with community by fostering better understanding of their needs with the exciting things happening in Traverse City. The more we understand their needs and they feel welcome in our town the better enriched all of us will be.

I expect to have letters of support from the previous two base Commanders at the time of my interview.

I look forward to serving the City of Traverse City and the men and women of Air Station Traverse City!

Respectfully,



David Barr
936 Wood Avenue
Traverse City, MI 49686
231-620-2523
barrmedia@aol.com



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: JERED OTTENWESS, CITY MANAGER

SUBJECT: PARKS AND RECREATION COMMISSION – TERM EXPIRATIONS

Attached is a memo from Deputy City Clerk Katie Lowran, regarding two upcoming term expirations (9/1/14) and Arianne Whittaker's resignation (8/3/14) from the Parks and Recreation Commission leaving one unexpired term opening.

As indicated by Ms. Lowran, these are City Commission appointments.

The following are sample motions:

- 1- To accept the resignation of Arianne Whittaker and to establish an ad hoc interview committee

that the resignation of Arianne Whittaker dated August 3, 2014, from the Parks and Recreation Commission be accepted; and that an ad hoc interview committee be established to make recommendation regarding two three-year terms (seats previously held by Brian Haas, and Brooke DiGiacomo) expiring September 1, 2017, and one unexpired term (seat previously held by Arianne Whittaker), expiring September 1, 2015, on the Parks and Recreation Commission; and that Commissioners _____, _____, and _____ be appointed to such committee, with Commissioner _____ to serve as Chair.

- 2 – To accept the resignation of Arianne Whittaker and to reappoint Brian Haas and Brooke DiGiacomo and to establish an ad hoc interview committee

[Motion on page 2]

that the resignation of Arianne Whittaker dated August 3, 2014, from the Parks and Recreation Commission be accepted; and that Brian Haas and Brooke DiGiacomo (seats previously held by Brian Haas and Brooke DiGiacomo) each be reappointed to one three-year term expiring September 1, 2017, on the Parks and Recreation Commission; and that an ad hoc interview committee be established to make recommendation regarding one unexpired term (seat previously held by Arianne Whittaker) expiring September 1, 2015, on the Parks and Recreation Commission; and that Commissioners _____, _____ and _____ be appointed to such Committee, with Commissioner _____ to serve as Chair.

- 3 – To accept the resignation of Arianne Whittaker and to reappoint Brian Haas and Brooke DiGiacomo and to appoint John Gessner

that the resignation of Arianne Whittaker dated August 3, 2014, from the Parks and Recreation Commission be accepted; and that Brian Haas and Brooke DiGiacomo (seats previously held by Brian Haas and Brooke DiGiacomo) each be reappointed to one three-year term expiring September 1, 2017, on the Parks and Recreation Commission; and that John Gessner (seat previously held by Arianne Whittaker) be appointed to one unexpired term expiring September 1, 2015, on the Parks and Recreation Commission, be approved.

JJO/kjl

k:\tcclerk\city commission\appointments\aptparksrec2014.doc

copy: Lauren Vaughn, Parks and Recreation Superintendent
Dave Green, Director of Public Services

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager

COPY:

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

DATE: Wednesday, August 13, 2014

SUBJECT: PARKS AND RECREATION COMMISSION–TERM EXPIRATIONS AND RESIGNATION

There are two upcoming term expirations on the Parks and Recreation Commission. The seats currently held by Brooke DiGiacomo and Brian Haas will be expiring on September 1, 2014. Both Ms. DiGiacomo and Mr. Haas are seeking reappointment. Terms are for three years expiring on September 1, 2017.

Attached is Arianne Whittaker's resignation from the Parks and Recreation Commission effective August 3, 2014. Due to the resignation of Ms. Whittaker, we have one unexpired term on the Parks and Recreation Commission expiring on September 1, 2015.

These are City Commission appointments.

Applications on file:

Brooke DiGiacomo – incumbent, seeking reappointment – Attended 5/6 meetings through August then she was not reappointed and then 2/2 after she was reappointed in November 2013.
Brian Haas – incumbent, seeking reappointment – Attended 13/13 meetings in 2013
John Gessner (resume attached)

As always, please let me know if you have any questions.



Katie Lowran <klowran@traversecitymi.gov>

Fwd: August 7 P & R Comm Packet

1 message

Lauren Vaughn <lvaughn@traversecitymi.gov>

Mon, Aug 4, 2014 at 9:30 AM

To: Benjamin Marentette <bmarente@traversecitymi.gov>, Katie Lowran <KLowran@traversecitymi.gov>

Cc: Sheila Dodge <sdodge@traversecitymi.gov>, Katelyn Stroven <kstroven@traversecitymi.gov>

FYI - Arianne Whittaker sent the below letter of resignation from the Parks and Recreation Commission yesterday. She has one more year on her term.

Lauren

----- Forwarded message -----

From: **Arianne Whittaker** <ariannepetersen@hotmail.com>

Date: Sun, Aug 3, 2014 at 6:25 AM

Subject: RE: August 7 P & R Comm Packet

To: Lauren Vaughn <lvaughn@traversecitymi.gov>, "ob1haas@gmail.com" <ob1haas@gmail.com>

Hi Lauren and Brian,

Looking ahead at my schedule, I have several conflicts for attending Parks and Recreation Commission meetings over the coming months (including August 8th). During my past three years on the commission I have not carved out time to contribute at a level that I feel is necessary to warrant keeping my seat, so I will resign to make it available for another interested and involved community member.

However, I do see that agenda item 2b is consideration of forming a working group to develop a project evaluation/support process. This is a topic that I am highly interested in, so I welcome you to contact me if the working group needs a city resident participant.

It has been a pleasure getting to know everyone on the commission over the past three years.

Please call or email me with any questions.

Kind Regards,

Arianne

Date: Fri, 1 Aug 2014 17:53:02 -0400

Subject: August 7 P & R Comm Packet

From: lvaughn@traversecitymi.gov

To: ariannepetersen@hotmail.com; ob1haas@gmail.com; brookeedigiacom@gmail.com; Danielle@byte-productions.com; glhowe@traversecitymi.gov; keedanlex@gmail.com; musicmanseamus@hotmail.com; dgreen@traversecitymi.gov; jottenwess@traversecitymi.gov; rbritton@traversecitymi.gov; sdodge@traversecitymi.gov; jtravis@traversecitymi.gov; phill@traversecitymi.gov

Commissioners,

AUG 07 2014



**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: Parks and Recreation
DDA

(Please limit to three boards/committees)

Name: John A. Gessner E-Mail Address: John.gessner@me.com

Address: 702 Highland Park Dr Traverse City MI 49686
(Street) (City) (State) (Zip)

Occupation: Marketing professional (if retired, please provide your career)

Home telephone number: (303) 909 0693 Work telephone number: (231) 995 7737

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? Yes 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.

Signature [Handwritten Signature]

Date 8/7/2014

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

John A. Gessner
702 Highland Park Drive
Traverse City, MI 49686
JohnGessner@me.com
(303) 909-0693

Greetings,

My name is John Gessner and I would like to serve the people of Traverse City as a member of the Parks and Recreation Commission. I will bring experience, passion, and a fresh perspective to the commission in a relentless effort to foster and improve the Traverse City parks system.

Why are you applying for a city board or committee seat?

Traverse City is truly an exceptional place to live and visit. Even in my fourth year of living here, I discover something new every day. There have been many times that I've surprised and delighted both friends and colleagues, some Traverse City natives, with locations and features that they never knew existed. I am excited by the opportunity to serve on the Traverse City Parks and Recreation Commission simply because I love this place that my wife and I call home. I want to foster the greatness that we have, and help grow the areas that call for improvement. I want to dig in my heels and stand up for what the people of Traverse City want and need, and balance it with the demands of nature and infrastructure. I am brimming with ideas and passion, and I'm looking for an outlet that can positively impact the millions of people that enjoy this slice of paradise each and every year.

How do you believe your appointment would benefit the city?

I approach this service not so much as a benefit to the city, but as a benefit to the people the city serves. As a (somewhat) recent transplant, I know that we have something special here in Traverse City. I may not have been here to witness the transformation of Traverse City over the past 20 years, but I plan to be a part of the next 20. With an appointment to the Parks and Recreation Commission, I will put forth my full effort to amend, improve, or let remain current and future assets in accordance with the wishes of the people of Traverse City.

I can bring a fresh perspective to this commission and make recommendations to bridge the gap between the people of Traverse City and their parks. I have built a career around marketing and communications, with over three years of that time committed to parks, recreation, and conserving natural resources. From working as a marketing assistant in the Colorado State Parks organization to leading communications strategy at the Grand Traverse Conservation District, I have years of experience to call on when discussing important issues regarding our city parks and their uses.

Thank you,


John A. Gessner

Parks & Recreation Commission

	<u>Initial Apt. Date</u>	<u>Termination</u>
Brian Haas (Chairperson) 227 E. 10th St, TC, 49684 928-273-3468 (Cell) oblhaas@gmail.com	09/19/11	09/01/14
-Term Expiring, Seeking Reappointment-		
Margaret Szajner (Vice Chairperson) 647 West Orchard Dr, TC, 49686 392-3933 (Res) 941-1986 (Bus) keedanlex@gmail.com	08/16/10	09/01/16
Danielle Rearick 626 W. 8th St, TC, 49684 590-7476 (Res) 922-9600 (Bus) danielle@byte-productions.com	09/04/12	09/01/15
Brooke DiGiacomo 440 N. Spruce St, TC, 49684 932-9030 ext. 220 (Bus) 517-410-8184 (Res) brookecdigiacomo@gmail.com	10/07/13	09/01/14
-Term Expiring, Seeking Reappointment-		
Seamus Shinnors 410 Seventh St, TC, 49684 941-8667 (Res) musicmanseamus@hotmail.com	09/03/13	09/01/16
Arianne Whittaker 415 Fair St, TC, 49686 499-5129 (Res) 947-6868 ext. 8141 (Bus) ariannepetersen@hotmail.com	09/19/11	09/01/15
-Resigned effective August 3, 2014-		
Commissioner Gary L. Howe City Manager Designee 647 West Orchard Dr, TC, 49686 715-1017 (Res) glhowe@traversecitymi.gov	11/12/13	11/13/17

All appointments are 3-year terms expiring 09/01.

This Commission consists of 7 members who are registered electors of the City. One member is the City

Manager or designee, the other 6 are appointed by the City Commission.

Purpose: to make recommendations (advisory capacity) to the City Commission on matters relating to the operation, development, and planning of parks, recreation and cemetery services and activities.

Meets the 1st Thursday each month at 6:30 pm in the Commission Chambers.



Communication to the City Commission

FOR THE CITY COMMISSION MEETING OF AUGUST 18, 2014

DATE: AUGUST 14, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: BOARD OF ZONING APPEALS – TERM EXPIRATIONS

Attached is a memo from Deputy City Clerk Katie Lowran, regarding three upcoming term expirations on the Board of Zoning Appeals. An ad hoc interview committee was appointed (Commissioners Easterday; Chair, Howe and Werner) and has made a recommendation.

As indicated by Ms. Lowran, these are City Commission appointments.

The following motion would approve the ad hoc committee's recommendation:

that Kathryn Henning – Callison, Jennifer Jones, and Douglas Donaldson (seats previously held by Kathryn Henning – Callison, Jennifer Jones, and Douglas Donaldson) each be reappointed to one three-year term expiring June 30, 2017, on the Board of Zoning Appeals.

JJO/kjl

K:\tcclerk\city commission\appointments\adhocbza_2014_appt

copy: Dave Weston, Zoning Administrator

Memorandum

The City of Traverse City



TO: Jered Ottenwess, City Manager

COPY:

FROM: Katie Lowran, Deputy City Clerk

DATE: August 13, 2014

A handwritten signature in blue ink that reads "Katie Lowran".

SUBJECT: BOARD OF ZONING APPEALS - TERM EXPIRATIONS

There are three upcoming term expirations on the Board of Zoning Appeals. The seats currently held by Kathryn Henning-Callison, Jennifer Jones and Douglas Donaldson expired on June 30, 2014. Ms. Henning-Callison, Ms. Jones and Mr. Donaldson are all seeking reappointment. Ms. Henning-Callison has served since 2011; Ms. Jones has served in this capacity since 2010 while, Mr. Donaldson has served in this capacity since 2012. These Regular Member terms are three year terms expiring on June 30, 2017.

The Board of Zoning Appeals Ad Hoc Committee met (Easterday; Chair, Howe, and Werner) and are recommending the reappointment of the three incumbents: Kathryn Henning-Callison, Jennifer Jones, and Douglas Donaldson.

In 2013, Ms. Henning-Callison attended 5/5 meetings; and Ms. Jones and Mr. Donaldson each attended 3/5 meetings.

These are City Commission appointments.

Applications on file.

Kathryn Henning-Callison, incumbent seeking reappointment

Douglas Donaldson, incumbent seeking reappointment

Jennifer Jones, incumbent seeking reappointment

Bradley Matson, current Alternate member, seeking appointment to Regular member

Mattias Johnson (Mr. Johnson is also interested in appointment to the Recreational Authority and has been recently appointed to the Human Rights Commission)

Nathan Miller

The purpose of the Board of Zoning Appeals is to decide appeals where it is alleged by the application that there is an error in any order, requirement etc.

Board of Zoning Appeals

	<u>Initial Apt. Date</u>	<u>Termination</u>
<p>Jeff Cockfield (Chairperson) 1621 Comanche St, TC, 49686 218-4986 (Cell)</p>	12/16/02	06/30/16
<p>Kathryn Henning-Callison 421 E. State St, Apt. 6, TC, 49686 409-5252 (Cell) khalbert.tc@gmail.com</p> <p style="text-align: center;">-Term Expiring, Seeking Reappointment-</p>	06/20/11 (Eff. 06/30/11)	06/30/14
<p>Jennifer Jones 215 E. 11th St, TC, 49684 631-4348 (Res) 922-5651 (Bus) jennifer.jones@huntington.com</p> <p style="text-align: center;">-Term Expiring, Seeking Reappointment</p>	11/01/10 (10/19/09 as an alternate member)	06/30/14
<p>Douglas Donaldson 326 W. Seventh St, TC, 49684 929-9617 (Res) 256-9872 (Bus) ddonaldsonlaw@gmail.com</p> <p style="text-align: center;">-Term Expiring, Seeking Reappointment-</p>	10/01/12 (02/19/08 as an alternate member)	06/30/14
<p>Martin Lomasney 817 Webster St, TC, 49686 421-1702 (Res) 301-377-8386 (Cell) mjlomasney@verizon.net</p>	12/17/12	06/30/15.
<p>Margaret Szajner 647 W. Orchard Dr, TC, 49686 392-3933 (Res) 941-1986 (Bus) keendanlex@gmail.com</p>	01/03/11	06/30/15
<p>Quinn Raffery 515 Monroe St, TC, 49684 649-7998 (Cell) quinnraffery@gmail.com</p>	06/17/13 (Eff. 06/30/13)	06/30/16
<p>Matt Hanley 515 W. 9th St, TC, 49684 218-3346 (Res) 929-0500 (Bus) mhanley@ddc-law.com</p>	03/17/14 (08/05/13 as an alternate member)	06/30/15

Jody Bergman (Planning Commission Rep) 01/07/14 06/30/16
110 Boughy St, TC, 49684
947-6464 (Res)
jbergman@comstockconstruction.com

Brad Matson (Alternate Member) 04/21/14 06/30/15
309 E. 8th St, TC, 49684
342-8389 (Cell)
bcmatson@gmail.com

-Seeking Appointment to Regular Member-

James Wegener (Alternate Member) 08/20/12 06/30/15
837 Rose St, TC, 49686
947-5111 (Res)

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 AUGUST 18, 2014

DATE: AUGUST 13, 2014

FROM: ⁵⁰JERED OTTENWESS, CITY MANAGER

SUBJECT: CARNEGIE BUILDING AD HOC COMMITTEE

The Management and Lease Agreement between the City and History Center for use and management of the Carnegie Building and Con Foster collection will automatically expire on December 31, 2014, however, under the terms of the management agreement, the History Center has an option to terminate the agreement earlier and upon a 30 day advance written notice to the City "if History Center is unable to raise sufficient funds to meet the expenses or to meet its obligations hereunder..." While the City has not received a formal notice from the History Center to date, representatives of the History Center have indicated that they may exercise this option.

The City Commission discussed future use of the Carnegie Building at the August 11th study session and the direction from that discussion was to form an ad hoc committee to (1) work through the property disposal process staff has developed and (2) further refine the property disposal process so that it may be applied to other City-owned properties.

Please keep in mind that the proposed ad hoc committee will most likely not be able to provide a recommendation to the full City Commission prior to expiration of the Management and Lease Agreement.

I recommend the following motion:

that a City Commission Carnegie Building Ad Hoc Committee be established to address the future use of the building and make a recommendation to the City Commission; and further, to develop a process for property disposal that may be applied to other City-owned properties; and that Commissioners _____, _____, and _____ be appointed to such committee, with Commissioner _____ to serve as Chair, with the committee set to expire February 18, 2015.

8/14 cc report

MINUTES
TRAVERSE CITY HISTORIC DISTRICTS COMMISSION
REGULAR MEETING
THURSDAY, June 26, 2014
7:00 P.M.
Committee Room, Governmental Center, 2nd Floor
400 Boardman Avenue
Traverse City, Michigan 49684
231-922-4464

PRESENT: Commissioners Mansuy, Zacks, Crane and Chairperson Callahan.
ABSENT: Commissioner Brockmiller, Andres and Vice-Chairperson Tobin
STAFF PRESENT: David Weston

1. CALL MEETING TO ORDER

The meeting was called to order at 7:10 p.m.

2. APPROVAL OF MINUTES:

Approval of the May 23, 2014 special meeting minutes and the May 29, 2104 regular meeting minutes.

Motion by Commissioner Zacks, seconded by Commissioner Mansuy to approve the May 23, 2014 special meeting minutes as presented. Upon vote the motion carried 4-0.

Motion by Commissioner Zacks, seconded by Commissioner Crane to approve the May 29, 2014 regular meeting minutes as presented. Upon vote the motion carried 4-0.

3. REQUEST 14-HDC-08 FROM DON AND SALLY DUNLOP, 427 WASHINGTON STREET, TRAVERSE CITY, MICHIGAN for:

Approval of plans to demolish an existing detached garage and construct a new 720 square foot (24' x 30') 2-story detached garage located at the property mentioned. (Boardman Neighborhood Historic District)

Don Dunlop presented drawings and answered questions from the Commission. Motion by Commissioner Mansuy, seconded by Commissioner Zack to approve the drawings as presented. Upon vote the motion carried 4-0. Commissioner Mansuy will serve as the project liaison.

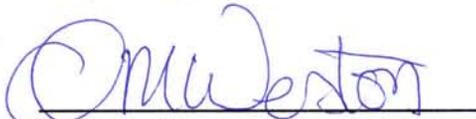
4. OTHER BUSINESS

None.

5. ADJOURNMENT

The meeting was adjourned at 7:25 p.m.

Respectfully submitted



David M. Weston, Secretary

Date 7-31-14

MINUTES
TRAVERSE CITY HISTORIC DISTRICTS COMMISSION
SPECIAL MEETING
THURSDAY, JULY 17, 2014
12:00 NOON
Committee Room, Governmental Center, 2nd Floor
400 Boardman Avenue
Traverse City, Michigan 49684
231-922-4464

PRESENT: Commissioners Mansuy, Zacks, Andres and Chairperson Callahan.
ABSENT: Commissioner Brockmiller, Crane and Vice-Chairperson Tobin
STAFF PRESENT: David Weston

1. CALL MEETING TO ORDER

The meeting was called to order at 12:02 p.m..

2. REQUEST 14-HDC-09 FROM LARRY SAMPSON, 229 WELLINGTON STREET, TRAVERSE CITY, MICHIGAN for:

Approval of plans for the construction of carriage house / garage located at the property mentioned. (Boardman Neighborhood Historic District)

Larry Sampson presented drawings and answered questions from the Commission. Motion Mansuy, seconded by Commissioner Zacks to approve the drawings as presented. Upon vote the motioned carried 4-0. Commissioner Mansuy will serve as the project liaison.

3. OTHER BUSINESS

None.

4. ADJOURNMENT

The meeting was adjourned at 12:30 p.m.

Respectfully submitted



David M. Weston, Secretary

Date 7-31-14

MINUTES
TRAVERSE CITY HUMAN RIGHTS COMMISSION
REGULAR MEETING
MONDAY, JUNE 9, 2014
5:30 P.M.
County Committee Room
Governmental Center, 2nd Floor
400 Boardman Avenue
Traverse City, Michigan 49684

PRESENT: Commissioners Gardner, Hornberger, McClellan, Mentzer, Nash, Nerone and Stinnet
ABSENT: Commissioners Donick and Callison
STAFF PRESENT: Kelli Schroeder

1. APPROVAL OF THE MINUTES OF THE APRIL 14, 2014 REGULAR MEETING

Motion by Commissioner Nash, seconded by Commissioner McClellan to approve the April 14, 2014 meeting minutes. Upon vote, motion carried 7-0.

2. PUBLIC COMMENT

Clifton Murie, Traverse City, addressed the Commission regarding Complaint #01-2014.

Angela Antwine, Traverse City, addressed the Commission regarding a proposal to change Columbus Day to Indigenous Peoples Day.

3. OLD BUSINESS

a. Discussion regarding the annual Educational Forum.

Commissioner Mentzer spoke regarding the status of the Educational Forum. The moderator and panelists have been selected, with the event scheduled for October 23, 2014 at Scholars Hall on the campus of NMC. The forum topic will be affordable housing.

Discussion.

4. NEW BUSINESS

a. Discussion regarding the Embrace the Dream partnership

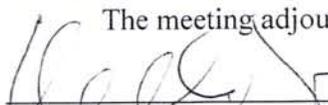
The Commission discussed continuing the partnership with Embrace the Dream. Commissioner Stinnet will serve as the point of contact on behalf of the HRC.

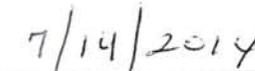
5. COMMISSIONER COMMENTS

None.

6. ADJOURNMENT

The meeting adjourned at 6:14 p.m.


Kelli Schroeder, Secretary


Date

MINUTES
TRAVERSE CITY HUMAN RIGHTS COMMISSION
REGULAR MEETING
MONDAY, JULY 14, 2014
5:30 P.M.
County Committee Room
Governmental Center, 2nd Floor
400 Boardman Avenue
Traverse City, Michigan 49684

PRESENT: Commissioners Donick, Gardner, Hornberger, McClellan, Mentzer, Nash,
Nerone and Stinnet
ABSENT: Commissioner Callison
STAFF PRESENT: Jamie Caroffino

1. APPROVAL OF THE MINUTES OF THE APRIL 14, 2014 REGULAR MEETING

Motion by Commissioner Nash, seconded by Commissioner Nerone to approve the June 9, 2014 meeting minutes. Upon vote, motion carried 8-0.

2. PUBLIC COMMENT

Stan Verheul, Traverse City, addressed the Commission regarding his research of Columbus Day and his support of the adoption of the Indigineous Peoples Day Resolution.

3. OLD BUSINESS

a. Discussion regarding the annual Educational Forum.

Commissioner Mentzer spoke regarding the status of the Educational Forum. The moderator and four panelists have been asked for biographies, with the event scheduled for October 23, 2014 starting at 6:30 p.m. at Scholars Hall on the campus of NMC. Posters will be created and disseminated in September, along with a public service announcement to the media.

Discussion.

4. NEW BUSINESS

a. Discussion regarding the adoption of a Resolution in support of Indigineous Peoples Day

Timothy Grey, Traverse City, and Angela Antoine, Williamsburg, addressed the Commission regarding a proposal to change Columbus Day to Indigenous Peoples Day. The Commission appointed Commissioners Donick, Nash and Stinnet to serve on a sub-committee to further discussions of this resolution support.

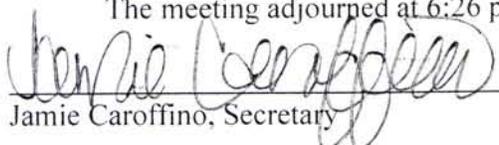
Discussion.

5. COMMISSIONER COMMENTS

None.

6. ADJOURNMENT

The meeting adjourned at 6:26 p.m.



Jamie Caroffino, Secretary

8/11/14

Date

Fractile Emergency Response Times

Company IS NORTH FLIGHT INC; AND Trip Date IS BETWEEN 07/01/2014 AND 07/31/2014; AND Call Types IS Prehospital; AND Initial Priorities IS P - 1, Lights and Sirens; AND Response Zones IS TRAVERSE CITY, CITY OF-28

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
<i>Negative Times</i>	15	15	10.00%	10%
<i>00:00 - 00:59</i>	11	26	7.00%	18%
<i>01:00 - 01:59</i>	6	32	4.00%	22%
<i>02:00 - 02:59</i>	15	47	10.00%	32%
<i>03:00 - 03:59</i>	14	61	9.00%	41%
<i>04:00 - 04:59</i>	16	77	11.00%	52%
<i>05:00 - 05:59</i>	15	92	10.00%	62%
<i>06:00 - 06:59</i>	22	114	15.00%	77%
<i>07:00 - 07:59</i>	7	121	5.00%	82%
<i>08:00 - 08:59</i>	9	130	6.00%	88%
<i>09:00 - 09:59</i>	8	138	5.00%	93%
<i>10:00 - 10:59</i>	5	143	3.00%	97%
<i>11:00 - 11:59</i>	2	145	1.00%	98%
<i>12:00 - 12:59</i>	1	146	1.00%	99%
<i>14:00 - 14:59</i>	1	147	1.00%	99%
<i>15:00 - 15:59</i>	1	148	1.00%	100%
Total Calls:	148			