

NOTICE

**Grand Traverse Commons
Joint City of Traverse City/Garfield Township Planning Commission
and
Charter Township of Garfield and City of Traverse City
Recreational Authority Board**

Joint Study Session

Wednesday, March 5, 2014

6:30 p.m.

Governmental Center, 2nd Floor

Training Room

400 Boardman Avenue, Traverse City, MI 49684

Posted: 2/28/14

The City of Traverse City does not discriminate on the basis of disability in the admission or access to or treatment or employment in, its programs or activities. Makayla Vitous, Assistant City Manager, 400 Boardman Avenue, Traverse City, Michigan 49684, 922-4440, T.D.D., 922-4766, has been designated to coordinate compliance with the non-discrimination requirements. 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.

JOINT STUDY SESSION AGENDA

1. Call Meeting To Order
2. Roll Call
3. Grand Traverse Commons Circulation and parking (Discussion)
4. Temporary parking area behind the Barns (Discussion)
5. Grand Traverse Commons Hydrology (Discussion)
6. Reports and Updates
7. Public Comment
8. Adjournment

Notice
City of Traverse City and Charter Township of Garfield
Recreational Authority Board of Directors
Regular Meeting

Immediately Following Joint Meeting

Wednesday, March 5, 2014

2nd Floor County Training Room, Governmental Center
400 Boardman Avenue
Traverse City, MI 49684

Posted: 2-28-14

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

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

Recreational Authority Board of Directors
Matthew Cowall, Executive Director
324 Munson Avenue
Traverse City, MI 49686
(231) 929-3696 TDD: (231) 922-4412
<http://www.ci.traverse-city.mi.us>
mcowall@liao.org

Agenda

Roll Call.

1. Consideration of approving the minutes of the regular meeting of February 5, 2014. (Matt Cowall)
2. Updates on proposed changes to electric transmission line running through Hickory Meadows. (Matt Cowall)
3. Review of plans for 2014 management of Community Gardens at Historic Barns Park. (Matt Cowall, TC Community Garden)
4. Reports. (Matt Cowall et al)
 - March 1 Quarterly Reports and other updates from Management Entities at Historic Barns Park (Botanic Garden, SEEDS)
 - Any reports from Board members
 - Executive Director's report and possible verbal updates
 - Capital Campaign
5. Report regarding payment of expenditures. (Matt Cowall)
6. Public Comment.
7. Adjournment.

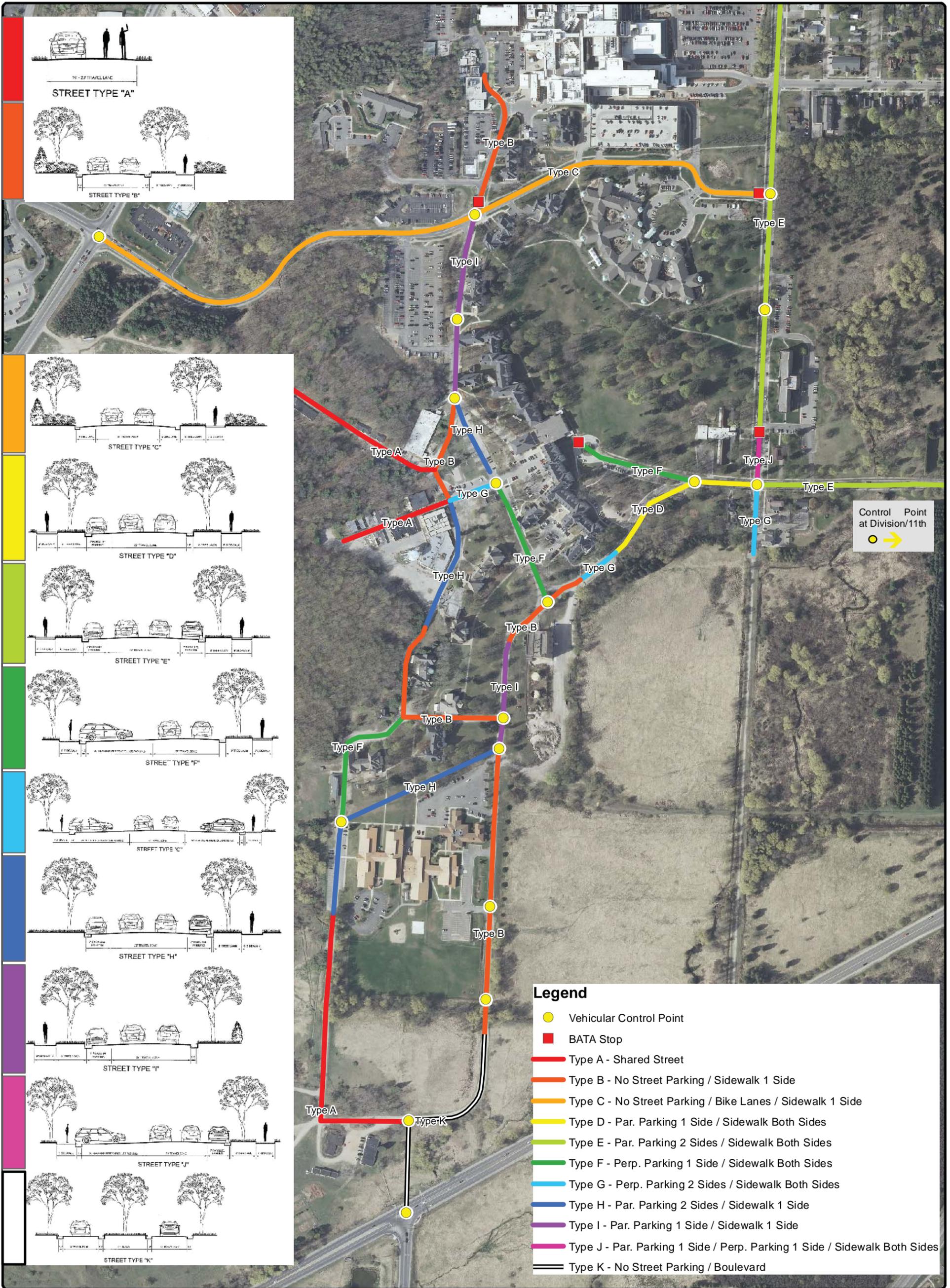


Figure 16.3 Street Types and Circulation Plan



Grand Traverse Commons
Planning Commission
3848 Veterans Drive
Traverse City, MI 49684
Phone: 231.941.1620



Print Date: 5/30/2013

NOT A LEGAL SURVEY



Missy Luick <mлуick@traversecitymi.gov>

Fwd: Re: Joint PC next week

Matt Cowall <mcowall@liaa.org>
To: Missy Luick <mлуick@traversecitymi.gov>

Wed, Feb 26, 2014 at 5:08 PM

Looks like this chain had your old email on it... hope this reaches you better!

----- Original Message -----

Subject:Re: Joint PC next week

Date:Wed, 26 Feb 2014 16:25:07 -0500

From:Matt Cowall <mcowall@liaa.org>

To:Brian VanDenBrand <Bvandenbrand@garfield-twp.com>

CC:Russ Soyering <rsoyering@traversecitymi.gov>, Roberto Larrea <rlarrea@garfield-twp.com>, Molly <molly@mollyago.com>, Missy Luyk <mluyk@ci.traverse-city.mi.us>

Hi all,

Here is a copy of the plan. We're looking at being able to park cars along either side of Red Drive between the Cathedral Barn to the south and the Pavilion and Visitor Center to the north. This will get day users off the road and out of the fire lane. Note that the engineer has prescribed a gravel area for the west side of the road (where the trailhead is) while leaving it grass on the east side of the road for overflow. (His first iteration of this showed gravel on both sides of the road; he's changed his mind on that.)

I don't want to abuse the word "temporary" on this. The JPC should know that this will likely be our reality at least until there are funds to finish all the roads in the park, and that's going to take a while. Roads are one of the bigger challenges we have left in terms of infrastructure and expense.

Please let me know if you need anything else, thanks,

Matt

Matt Cowall
Executive Director
City of Traverse City and Charter Township of Garfield Recreational Authority
324 Munson Avenue
Traverse City, MI 49686
231-929-3696 (p)
231-929-3771 (f)
www.liaa.org

On 2/26/2014 12:21 PM, Brian VanDenBrand wrote:

Hey Russ,

It sounds like Matt Cowall will have an agenda item for the JPC's consideration next week – a

temporary parking area behind the barns. I think the needs to take a look at it because it's not in an area designated for parking according to the park master plan.

Matt and/or Molly, please send along a copy of the plan when you have a chance.

Thanks,

Brian VanDenBrand

Deputy Planner

Charter Township of Garfield

3848 Veterans Drive

Traverse City, MI 49684

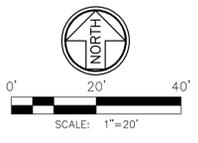
t. 231.941.1620 f. 231.941.1588

www.garfield-twp.com



2013-130 SP BARNs C-2 SITE DIMENSION GRADING.pdf

1475K



SITE AND DIMENSION PLAN

SITE ENGINEER:

2-5-14

ISSUE DATE:

REVISIONS:

PROJECT: **RENOVATIONS TO THE BARN AT THE OLD STATE HOSPITAL**

LOCATION: **RED DRIVE GARFIELD TOWNSHIP, TRAVERSE CITY, MI**

JOB NO.: **2012-130**

SITE PLAN

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MARCH 5, 2014

DATE: FRIDAY, FEBRUARY 28, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: MINUTES

Attached are the minutes of the regular meeting of February 5, 2014.

The following motion would be appropriate to approve the minutes:

That the minutes of the regular meeting of February 5, 2014, be approved.

K:\recreationalauthority\packetcommunications\20140305.docx

Minutes

Regular Meeting The City of Traverse City and Charter Township of Garfield Recreational Authority Board of Directors

February 5, 2014

A regular meeting of the Recreational Authority Board of Directors was called to order in the Second Floor Large Meeting Room, Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan, at 7:05 p.m.

The following Directors were present, constituting a quorum: Ross Biederman, Chair; Michael Groleau, Secretary; Tim Hughes, Treasurer (arrived 7:27 p.m.); Molly Agostinelli; Jeanine Easterday; and Matt McDonough.

The following Directors were absent (excused): Chris Bzdok.

Chair Biederman presided at the meeting.

1.

The first item being “Consideration of approving the minutes of the special meeting of January 8, 2014,” Chair Biederman introduced this matter. The following individual addressed the Board:

Matt Cowall, Executive Director

Moved by Groleau, seconded by Agostinelli, that the minutes of the special meeting of January 8, 2014, be approved.

CARRIED.

2.

The next item being “Updates on construction planning for Historic Barns Park,” Chair Biederman introduced this matter. The following individuals addressed the Board:

Matt Cowall, Executive Director
Ray Kendra, Environment Architects
Scott Jozwiak, Jozwiak Consulting

No action was taken.

3.

The next item being “Review of received proposals for adaptive reuse of Building 221 at Historic Barns Park,” Chair Biederman introduced this matter. The following individuals addressed the Board:

Matt Cowall, Executive Director
Andrew Gale, Bay Area Recycling for Charities
Nathan Griswold, Inhabitect
Kurt Schmidt, BGHBP
Karen Schmidt, BGHBP

Moved by Hughes, seconded by McDonough, that the proposal for adaptive reuse of Building 221 by the Botanic Garden at Historic Barns Park be accepted.

Roll Call:

Yes – Agostinelli, Biederman, Easterday, Hughes, McDonough.

No – Groleau.

CARRIED.

4.

The next item being “Reports,” Chair Biederman introduced this matter. The following individuals addressed the Board:

Matt Cowall, Executive Director
Sarna Salzman, SEEDS

Karen Schmidt, BGHBP

No action was taken.

5.

The next item being “Report regarding payment of expenditures,” Chair Biederman introduced this matter. The following individual addressed the Board:

Matt Cowall, Executive Director

No action was taken.

6.

The next item being “Public Comment,” Chair Biederman introduced this matter. The following individual addressed the Board:

Karen Schmidt, BGHBP

There being no objection, Chair Biederman declared the meeting adjourned at 9:09 p.m.

Matt Cowall, Executive Director

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MARCH 5, 2014

DATE: FRIDAY, FEBRUARY 28, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: UPDATES ON PROPOSED CHANGES TO ELECTRIC
TRANSMISSION LINE RUNNING THROUGH HICKORY
MEADOWS

At its meeting on February 25, 2014, the Traverse City Light & Power Board of Directors approved submittal of TCL&P's 2014-15 Operating Budget and Six-Year Capital Improvements Plan to the City Commission for approval. The Capital Improvements Plan includes the rebuilding of an existing electric transmission corridor that passes through Hickory Meadows.

TCL&P already holds an easement for the corridor through the park that is 100 feet wide (50 feet either side of the wire). The planned rebuild would include new wires and poles that are approximately 10 feet taller than the existing poles. The plan anticipates construction expenditures on this project in fiscal year 2015-16.

A similar proposal several years ago was met with opposition by the neighborhoods surrounding Hickory Meadows, the Recreational Authority Board and others, eventually leading to the project being dropped at that time.

During TCL&P's meeting on February 25, it was stated that the need for the project has not gone away, so it is back in the plan. L&P's director added that the project has not been designed or authorized yet and that any on-the-ground work would be about two years from now. The L&P board asked staff to make sure that public outreach and communications are conducted before a decision is made to move forward on it.

According to TCL&P staff, design work on the line will begin this year as part of preparing a project authorization request for consideration by the L&P board. Staff says that communications with affected properties will be made prior to asking the L&P board for approval to allow for any comments or concerns to be shared with that board. Staff is also preparing a FAQ sheet for the project.

(continued)

Given the past objections made by this board, I have reserved this agenda item to discuss the latest plan. Attached please find a brief bullet description of the project from the L&P plan (“Transmission Line Reconductor” at the top of the page). I’m also looking for a better map of the line and its position in Hickory Meadows and will bring that to the meeting on Wednesday.

K:\recreationalauthority\packetcommunications\20140305.docx



SIX YEAR CAPITAL IMPROVEMENTS PLAN – 2014

TRANSMISSION and SUBSTATION (continued):

Transmission Line Reconductor (CHANGE)

Location: Existing transmission corridor along Wayne Hill, Hammond, Barlow, LaFranier, Cass, and Wadsworth.

Character: Overhead transmission facilities to include new poles and wire.

Extent: Reconductor/rebuilding of existing 69kV transmission lines with new lines and higher poles to bring circuits to current day standards.

Estimated Cost: \$4.275 Million

Fiscal Year(s): 2015-16 through 2018-19

FACILITIES AND OTHER:

Stringing Trailer (NEW)

Location: Will be utilized throughout the entire service area.

Character: Trailer that will feed the wire for internal distribution circuit rebuilt projects.

Extent: One-time purchase with minimal maintenance.

Estimated Cost: \$60,000

Fiscal Year(s): 2014-15

Telephone System Upgrade (NEW)

Location: 1131 Hastings Street

Character: Upgrade telephone system.

Extent: Upgrade of telephones for both Building A and B at Hastings St Facility

Estimated Cost: \$65,000

Fiscal Year(s): 2014-15

Meter Test Board (NEW)

Location: 1131 Hastings Street

Character: New meter test board to energize meters and test for consumption accuracy.

Extent: Installation of meter test board located in the metering department.

Estimated Cost: \$40,000

Fiscal Year(s): 2014-15

System Modeling Software (NEW)

Location: 1131 Hastings Street

Character: New software system for the GIS System.

Extent: Installation of software that provides accuracy control over updates to the GIS System.

Estimated Cost: \$80,000

Fiscal Year(s): 2014-15

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MARCH 5, 2014

DATE: FRIDAY, FEBRUARY 28, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: REVIEW OF PLANS FOR 2014 MANAGEMENT OF
COMMUNITY GARDENS AT HISTORIC BARNES PARK

The community garden group is close to receiving formal designation as a 501(c)(3) nonprofit organization known as "TC Community Garden." We have prepared a license agreement for 2014 based on the same license agreement used for past seasons of garden management. The final draft of the license agreement is attached for your review.

The garden group has also prepared a use agreement for the coming season that they can use to rent out plots. Again, the use agreement is very similar to past seasons; if anything, it's a little simpler in terms of cost structure and plot divisions. Two plot sizes are offered, 24'x30' (\$80/season) and 12'x30' (\$40/season). Plot fees are higher than last year (\$60/\$30) but are lower than two seasons ago (\$100/\$75). They are also requiring that gardeners refrain from growing squash for the next two years as a pest control measure.

I want to commend the TC Community Garden group for their diligence in this process and for their enthusiasm for Historic Barnes Park. The license agreement is currently under review by counsel; final approval will also be contingent on her approval as to form. If it pleases the board, I recommend the following motions (which could be combined into one motion if desired):

That the Chair and Secretary be authorized to execute the Historic Barnes Park License Agreement with TC Community Garden, such agreement subject to approval as to its form by General Counsel and to its substance by the Executive Director.

That the 2014 Community Gardener Agreement for Historic Barnes Park be approved.

TC COMMUNITY GARDEN

HISTORIC BARN PARK LICENSE AGREEMENT

This License Agreement (“**License**”) is made this ____ day of _____ 2014, by and between the **City of Traverse City and Charter Township of Garfield Recreational Authority**, a Michigan public authority, of 324 Munson Avenue, Traverse City, Michigan, 49684 (the “**Recreational Authority**”), and **TC Community Garden**, a Michigan non-profit corporation, of PO Box 875, Traverse City, Michigan, 49685 (“**TC Community Garden**”)

A. The Recreational Authority is the Owner of the Historic Barns Park.

B. TC Community Garden wishes to manage a Community Garden within the Historic Barns Park in the location identified in Attachment A, attached hereto and made a part hereof, such location to be staked by the Recreational Authority. Additionally, and for the purpose of irrigating the community gardens, TC Community Garden wishes to have access to and use of the irrigation pump house located on the Historic Barns Park.

Therefore, for good and valuable consideration, the Parties agree as follows:

1. **Grant of License.** The Recreational Authority grants a License to TC Community Garden for the purpose of managing a community garden in the location within the Historic Barns Park depicted in Attachment A and as staked by the Recreational Authority (the “**Community Gardens**”). Additionally, and for the purpose of irrigating the Community Gardens, TC Community Garden shall in cooperation with SEEDS have access to and use of the irrigation pump house located on the Historic Barns Park.

2. **Term.** The term of the License shall commence on the date the Recreational Authority authorizes this License (the “**Effective Date**”), provided that the terms and conditions of this License are met, and shall continue from year to year unless terminated as set forth in this License.

3. **Termination.** This License may be terminated or revoked by either party at any time for any reason.

4. **Effect of Termination.** Upon revocation or termination of this License, TC Community Garden shall remove its equipment and personal property from the Community Garden and restore the Community Garden to a neat and orderly condition and neither party shall have any further rights or liabilities hereunder except those that expressly survive termination.

5. **Insurance.** At all times during the Term of this License, TC Community Garden shall maintain the following insurance and shall provide the Recreational Authority with a certificate of insurance upon execution of this License and shall annually provide the Recreational Authority with such certificates as the Recreational Authority may request or that may be necessary to demonstrate:

a. Property insurance. TC Community Garden shall obtain and maintain property insurance on all equipment and other personal property brought onto the Community Garden.

b. General Liability Insurance. TC Community Garden shall obtain and maintain comprehensive liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and with a deductible of not more than one thousand dollars (\$1,000). Such policy shall name the Recreational Authority as an additionally named insured and TC Community Garden shall provide the Recreational Authority with an endorsement from its insurance company demonstrating that the Recreational Authority has been named as an additional insured. Written notice of cancellation shall be provided to the Recreational Authority's Executive Director not less than 30 days prior to cancellation. The policy shall include coverage for contractual liability assumed by TC Community Garden in paragraph 8.

c. Workers' Compensation. TC Community Garden shall obtain and maintain suitable Workers' Compensation coverage on their respective employees and volunteers pursuant to law.

6. ***Prohibited Conduct.*** TC Community Garden shall not engage in regular, day-to-day activities within the Community Garden that would require a permit of any kind from a local, state, or federal entity or their agencies, departments, or boards. This section shall not prohibit TC Community Garden from seeking approval from the Recreational Authority for special events and seminars that requires a permit from another local, state or federal agency, and/or from the Recreational Authority which Recreational Authority permit may be issued by the Recreational Authority pursuant to its policies and procedures for issuing such permits.

7. ***Compliance with Laws and Regulations.***

a. TC Community Garden shall at all times comply with all applicable statutes, rules and regulations of all federal, state, and local governments and agencies, boards, or departments having jurisdiction, including all applicable state or federal environmental regulations. In the event that any of TC Community Garden's activities result in a discharge of a hazardous substance, TC Community Garden shall be responsible for all costs, fees, and liability associated with the discharge.

b. TC Community Garden shall comply with all current and future policies attached as Attachment D to the Agreement for Management of the Historic Barns Park dated April 7, 2009. In the event the Recreational Authority adopts future policies, it shall promptly deliver a copy of said policy to TC Community Garden.

8. ***Public Park.*** The Historic Barns Park is a public park entrusted to the Recreational Authority. In order for the Recreational Authority to carry out its responsibilities to the public, it is necessary that TC Community Garden's activities are fully known to the Recreational Authority. TC Community Garden shall do the following:

- a. Provide the Recreational Authority a list annually of the names of all gardeners and their contact information with the Community Garden and shall update it throughout the season to reflect the current gardeners within the Community Garden.
- b. Provide the Recreational Authority a copy of TC Community Garden's rules, guidelines, and procedures with proposed fees for the Community Garden annually in time to be placed in the packet for the Recreational Authority's regular meeting in April. Such rules, guidelines and procedures and proposed fees shall be approved by the Recreational Authority. The purpose of the Recreational Authority's review of the rules, guidelines, and procedures and proposed fees is for the purpose of ensuring that such are compatible with the public's interest in the Historic Barns Park and Community Garden and the Recreational Authority's formal and informal policies with respect to the Historic Barns Park and the Community Garden. The Recreational Authority is not reviewing the rules, guidelines, and procedures to ensure their compliance with good management practices or any other duty the manager of a community garden may have. The Recreational Authority is relying solely upon the expertise and knowledge of TC Community Garden in this regard, which TC Community Garden shall provide in a good and professional manner.
- c. Provide the Recreational Authority with monthly reports during the gardening season in time to be placed in the packet for the Recreational Authority's regular meetings from June through October. Such reports at a minimum should include the amount of fees collected by TC Community Garden for the Community Garden, activities taking place within the Community Gardens, and any issues developing or escalating disagreements within the Community Garden or amongst the community gardeners or with TC Community Garden.

9. ***Indemnification.*** TC Community Garden agrees to defend, indemnify, reimburse, and hold harmless the Recreational Authority, its officers, agents, and employees from and against any and all claims, liabilities, losses, damages, actual attorneys' fees and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any negligent act or omission, or willful or intentional act, of TC Community Garden's employees, officers, agents, subcontractors and volunteers. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Recreational Authority in an action against it.

The Recreational Authority reserves the right to select its own counsel in defense of any matter arising, because of any negligent act or omission, or willful or intentional act, of TC Community Garden's officers, employees, agents, subcontractors and volunteers and no payment or acknowledgment of liability, loss, fine, penalty, or charge shall be made against the Authority without its express written consent. This indemnity and duty to defend shall survive the termination of this License.

The parties expressly acknowledge and agree that this indemnification agreement provision is intended to be as broad and inclusive as is permitted by law and that if any portion

thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full force and legal effect.

10. **No Lease or Easement.** This License is a license and is not intended to and shall not constitute a lease of or easement covering any real or personal property. TC Community Garden acknowledges and agrees that it has been granted only a license for access to and use and management of the Community Gardens and that it has not been granted any other interest in the Community Gardens or the Historic Barns Park.

11. **Due Care Waiver.** TC Community Garden agrees to the terms and conditions contained in the Due Care Waiver, attached hereto as Attachment B and made a part hereof.

12. **No Third-Party Rights.** This License and TC Community Garden's interest in this License is personal to TC Community Garden. No party other than the parties to this License shall have any right to enforce or rely upon this License, which is binding upon and made solely for the benefit of the parties, and not for the benefit of any other party.

13. **Independent Contractor.** The relationship of the parties and their employees, agents, volunteers, or officers to the other party is that of an independent contractor. The parties agree to conduct themselves consistent with that status. Neither party, its employees, officers, agents, or volunteers will claim to be an officer, agent, volunteer, or employee of the other, or make any claim, demand or application to or for any rights or privileges applicable to any officer, agent, employee, or volunteer of the other, including without limitation, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. TC Community Garden is solely responsible and answerable for all improper work, accidents, or injuries to persons or property resulting from the actions or failure to act of its officers, agents, employees, volunteers or subcontractors and assumes the risk in performing under this License.

14. **Joint Venture.** The parties do not intend this License to nor does this License create a joint venture.

15. **Assignment.** This License may not be assigned by TC Community Garden without the express written consent of the Recreational Authority.

16. **Entire Agreement.** This License constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding this date of this License will not be binding on either party except to the extent incorporated herein.

17. **Non-Discrimination.** The parties agree not to 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 race, color, religion, national origin, age, sex, height, weight, or marital states. The parties further agree not to discriminate on the above basis in the administration of its programs under this License.

18. **Counterparts.** This License may be executed in one or more counterparts, each of which will be deemed to be an original copy of this License and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of

this License and of signature pages by fax or e-mail transmission shall constitute effective execution and delivery of this License as to the Parties and may be used in lieu of the original document for all purposes. Signatures of the Parties transmitted by fax or e-mail shall be deemed to be their original signatures for all purposes.

The Parties have executed this License on the dates opposite their signatures below, but effective as of the Effective Date.

Dated: _____, 2014

**CITY OF TRAVERSE CITY AND
CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY:**

By: Ross Biederman, Chairperson

By: Michael Groleau, Secretary

Approved as to form:

Approved as to substance:

Karrie A. Zeits, General Counsel

Matt Cowall, Executive Director

Dated: _____, 2014

TC COMMUNITY GARDEN

By:
Its:

TC COMMUNITY GARDEN at the Historic Barns Park

Agreement between TCCG and

_____ (name of Gardener), of

(Street Address and Name) (City, State, Zip Code)

(Telephone Number(s), Email address)

Agree as follows:

1. The Gardener understands that the Community Garden at Historic Barns Park is managed by TC Community Garden (TCCG) under a license granted by The City of Traverse City and the Charter Township of Garfield Recreational Authority (RA), the owner of the Historic Barns Park. Garden policy, procedures, and agreements are established and enforced by TCCG, which grants to the Gardener a non-exclusive revocable license to enter on the Community Gardens for the sole purpose of cultivating and maintaining a garden. Gardener is assigned plot number _____.

2. Gardener agrees to pay TC Community Garden the non-refundable sum of **\$80 for a full plot (24'x30'); or \$40 for a half plot (12'x30')**. Gardener will not be granted a license by TC Community Garden until the garden fee is paid in full. Monies collected from plot fees will be used solely for garden purposes, to fund improvements to the garden area, pay for insurance, and address organizational needs. Only one full plot per family is allowed unless approved by TCCG Board.

3. The license shall begin on April 1, 2014 and expire on March 31, 2015. Gardener understands that TC Community Garden cannot guarantee that a license will be granted to Gardener in the future. If a license is granted in the future, the same plot will be offered first to its prior year Gardener. If Gardener does not choose to continue gardening that plot, then it will be offered to other interested gardeners on a first come, first served basis.

4. In consideration of the privilege granted by this agreement, Gardener hereby releases and forever discharges any and all claims, damages, rights and/or causes of action which they may have now or in the future, arising in the Community Gardens while being used by Gardener and/or Gardener's guests or invitees, and Gardener further agrees to indemnify and hold harmless the RA and TC Community Garden from any and all claims or damages in connection with the use of the Community Garden by Gardener and Gardener's guests or invitees.

5. Gardener may not assign his or her rights under this agreement to another without approval from the TCCG Board.

6. Gardener will not sublet their plot or loan it to others.

7. Children under the age of 16 may only work in the gardens while in the presence of the responsible adult to whom the garden was leased.

8. TCCG reserves the right to revoke the permission granted by this agreement at any time by giving Gardener 30 days' written notice. TCCG may also terminate this agreement immediately, without notice, if Gardener fails to comply with each of the provisions of this agreement, any applicable laws, or any additional published policy or procedures.

9. On termination of this agreement, Gardener agrees to turn over the property assigned to him or her in as good a condition as it was at the time of the grant of this license. Gardener shall remove all equipment, plastic, and other things from the property, and if Gardener does not do so, these items shall be confiscated.

10. Gardener must abide by all applicable laws and rules, and specifically must abide by the rules below, for the benefit of all Community Gardeners.

- Gardens that have not been planted by June 20, 2014 will be forfeited by the Gardener.
- Gardeners must update TC Community Garden of any changes to contact information.
- In the event that a Gardener will be unable to continue to maintain his/her plot, the Gardener must inform the TCCG Board so that other arrangements for the plot may be made (i.e., someone else to maintain the plot).
- Gardeners will not damage or interfere with other gardeners' plots.
- Gardeners will tend to and harvest crops only from his/her own plot, unless permission has been granted by plot owner.
- Gardeners will not erect any temporary or permanent building, shed, or other structure on the property.
- Gardeners will use only organic fertilizer, pesticides, herbicides, and fungicides and apply in such a way that no neighboring plots are affected.
- Gardeners will maintain their garden so that it is neat and orderly. Any tools, pots, or decorative items left in the gardens are left at the gardener's own risk. TC Community Garden is not liable for any loss, theft, or damage that may occur.
- Gardeners will remove refuse from their garden and place in the appropriate spot (plant/organic material on compost pile, trash and recycling in their respective bins).
- **Due to pest pressures (squash bugs and vine borers) there is a two-year moratorium on planting winter and summer squash.**

11. The Gardener understands that Gardener names and contact information will be shared with the RA.

12. The Community Garden has been tested, and determined to be free of contamination. Other sections of the Park are known to contain soil contaminants. Neither the Gardener, nor guests or invitees are granted access to Buildings at the Historic Barns Park that are closed to the public. Gardeners are instructed to avoid contact with asbestos-contaminated material in other buildings in the Park, or with lead-based paint or dust. Gardeners may request a copy of the Environmental Reports and Due Care Plan. The well used to irrigate the gardens is non-potable and is not to be used as drinking water.

13. To ensure quality control, no compost is to be brought into the Community Gardens without the approval and supervision of the TCCG Board. This includes horse manure, leaf mold, and other municipal and private sources of compost. The only exceptions to this rule are bagged or packaged garden supplements or manure such as may be obtained at a garden center.

14. Automobiles are not permitted in the Garden. Parking is permitted along the ridge and north of Building 221. A bicycle rack will be provided in or near the Garden. Gardeners who need help getting supplies into the garden should contact the Garden coordinator for assistance.

GARDENER:

_____ Date

LICENSOR:

_____ Date

Represented by TC Community Garden Board President, Alex Campbell

Please make check or money order payable to: TC Community Garden

Mail this signed contract with check or money order or Bay Bucks to:

TC Community Garden

P.O. Box 875

Traverse City, MI 49685

Thank you for participating in the TC Community Garden at the Historic Barns Park!

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MARCH 5, 2014

DATE: FRIDAY, FEBRUARY 28, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: REPORTS

Expected reports for Wednesday include:

- March 1 Quarter Reports and any other updates from Management Entities at Historic Barns Park (Botanic Garden, SEEDS)
- Any reports from Board members
- Executive Director's report and possible verbal updates
- Capital Campaign updates

K:\recreationalauthority\packetcommunications\20140305.docx



February 25, 2014

Matt Cowall
LIAA Communications & Development Director
Executive Director - City of Traverse City and
Charter Township of Garfield Recreational Authority
324 Munson Avenue
Traverse City, MI 49686

Dear Matt,

Attached is the Quarterly Report from the Board of the Botanic Garden at Historic Barns Park, for the period of December 1 through February 25, 2014. As you know, the BGHBP board utilizes a Strategic Planning Process to develop and update a 3-year Strategic Plan. Each Quarterly Report presents the progress we have made in the five goal areas of the Strategic Plan over that three-month period. The five goal areas are: Outreach, Security, Operations, Site and Identity.

Please feel free to contact me if you have any questions.

Sincerely,

Karen Schmidt,
Botanic Garden Board Chair



Mission: Public gardens have a powerful and positive impact on the health, environment and economy of a region. They make it a better place to live. The mission of BGHBP is to design build and manage a year-round botanic garden in Northwest Michigan for the purposes of botanical and environmental preservation, education and research, and the enjoyment and renewal of citizens and visitors

Quarterly Report

February 25, 2014

GOAL #1 – OUTREACH - Because a public garden is a critical asset to a region, and because regional support and participation increase the impact and value of the garden, **OUR GOAL IS TO CREATE REGION-WIDE AWARENESS, COMMITMENT, AND INVOLVEMENT WITH THE BOTANIC GARDEN AND THE HISTORIC BARNES PARK**

A. To build regional awareness, participation and a sense of 'ownership'

Emphasis will be made on three primary areas: Membership, Speakers Program and Events

Membership - BGHBP continues to focus on building membership, as it is a critical component of our operational revenues. We are projecting a total of \$24,000 in membership revenues for 2014. To help generate these revenues, we have commissioned a new membership brochure and a new renewal card and are in the process of streamlining the process for on-line memberships and renewals.

Speakers Program - BGHBP is continuing to work with Master Gardeners Association of NW Michigan on shared programming. In addition, an ad hoc committee is scheduling a series of classes and workshops for both children and adults for the 2014

calendar year. Workshops presently in the planning stage include three Art and the Garden classes (water colors, photography and collage'), a Junior Master Gardener Class for children, an advanced landscape course, and workshops on vermiculture, organic rose growing, green roofs, the Champion Tree Program, and much more! It is thrilling to be at the point where we can offer quality educational programs to children and adults in our beautiful new classroom. Additional workshops will be finalized over the next eight weeks.

Regular Visitor Center Hours - The BGHBP board voted to hire a full-time person to oversee the Visitor Center 6 days a week, from 9 a.m. to 5 p.m. from May 1 through October 31. This will be a big step in raising both awareness and public participation at the Historic Barns Park and Botanic Garden!

B. To develop and expand regional partnerships

This quarter BGHBP continued to build important regional partnerships with individuals, businesses and organizations that share our mission. Examples are:

- For the third year, BGHBP will partner with the ArtCenter for a month-long "Art in the Garden" program this June, including a juried art show, reception and exhibit, 3 classes ("Celebrating Spring Flora Through Painting", "Garden Photography", and "Art Collage") and a Plein Air Paint Out Day, with all events held at The Botanic Garden.
- BGHBP will partner with the Archangel Ancient Tree Archive (AATA) again this year. The AATA will donate cloned native trees and participate in our 2014 educational programming.
- BGHBP continues to partner with the Master Gardener Association of NW Michigan. This partnership includes sharing speaker programs and hosting a Junior Master Gardener course at the site.
- BGHBP is partnering with the Traverse City Audubon Club and Saving Birds Thru Habitat (SBTH). The Audubon Club will complete an updated inventory of birds on the site this year and SBTH will assist the Botanic Garden with improving bird habitat at the site.
- BGHBP is working with the Herbal Renewal Club, Plant It Wild, and the Wexford County Herbal Society in an effort to increase the population of native wildflowers and native herbs at the site.
- BGHBP and Cordia are exploring ways the two organizations can work together to introduce and involve Cordia residents in the Botanic Garden.
- Inhabitect (Nathan Griswold) and BGHBP will be partnering this year to provide educational opportunities and demonstrations on the value of green roofs.

- BGHBP will be pursuing a partnership with BARC (Bay Area Recycling for Charities), that will include recycling of event-generated materials, workshops on recycling and composting, and on-site composting opportunities.
- The Ma-me-ne-sewong Garden Club is partnering with the Botanic Garden. The group will 'adopt' the south Visitor Center Garden, helping to plant and maintain that garden throughout the year.

C. To sponsor presentations and tours for regional organizations and individuals

During this quarter, BGHBP gave several presentations and site tours:

- December 5 – Elks Club
- January 29 – Michigan Township Association Conference presentation
- January 30 – Golden K Kiwanis Club
- February 12 – Ma-me-ne-sewong Garden Club presentation

This quarter BGHBP continued to expand its Volunteer base of over 200 volunteers. Our Volunteer Coordinator, Denise Butterfield, is now booking volunteers as docents and Visitor Center Assistants for the May 1-October 31 season. This quarter she will be scheduling volunteers for spring planting bees and tour group assistance. Special vests with the BGHBP logo have been ordered for our volunteers.

GOAL #2 – SECURITY – Because BGHBP has already made a significant investment in the Historic Barns Park in terms of both time and money, and will be investing millions of dollars into the site over the next two decades, and because donors and supporters of BGHBP want assurances that the garden will be a permanent part of the Historic Barns Park, **OUR GOAL IS TO INCREASE THE LEGAL, FINANCIAL AND ORGANIZATIONAL SECURITY OF THE GARDEN.**

A. Legal Security

As BGHBP continues to make significant financial and human investments in the Historic Barns Park and Botanic Garden, it becomes increasingly important to strengthen its legal status at the site to protect those investments and reassure donors and supporters of the long-term status of the garden at the park. We will continue to pursue a long-term agreement option with Garfield Township and the Recreational Authority.

With assistance from the American Association of Public Gardens, we are continuing to collect examples of long-term agreements with other public gardens that are located within public parks or publicly owned property. These agreements can serve as models for any future agreement between the Botanic Garden, the Recreational Authority and Garfield Township.

B. Financial Security – The emphasis this quarter has been on securing both operational and capital funds for the financial sustainability of the garden.

OPERATIONAL FUNDING

Rental Venues

In addition to funding through memberships and events, BGHBP is now offering the Visitor Center meeting room and tent lawns for rental. A fee schedule and rental policies have been developed for both indoor and outdoor events in the garden. Once the Recreational Authority hires an event manager, we will work closely with that person to maximize efficient venue rentals throughout the park to avoid a conflict in scheduling dates, times and events and to expand rental options.

During this quarter we have hosted 13 meetings or events at the Visitor Center. At this time we have an additional 33 days of events, classes or meetings scheduled at the Visitor Center meeting room through October, and we have just begun to do our scheduling for this season, with very little advertising! This list does not include the spring/summer/fall educational workshops we'll be offering, or any events still in the planning stage. The 33 days of events include a baby shower, 2 weddings, 3 graduation parties, the Rotary Evening Club, a G.T. Regional Community Foundation Donor Reception, a Hemming & (financial consultants) client appreciation reception, ArtCenter's "Art and the Garden" opening night reception, 3 multi-day garden-related art classes, an Oryana conference, the Community Gardeners Orientation Meeting, multiple Garden Club programs (Herbal Renewal, Friendly Garden Club, Ma-me-ne-sewong Garden Club, Wexford County Herbal Society, Cherry Capital Rose Society, Glen Lake Garden Club, and the Michigan Garden Club Inc.) and a tour and program for the Traverse City Visitors Center Volunteers. Some of these events (i.e. showers, parties, weddings, receptions, business events) are rental events, which will help cover operating expenses for the Visitor Center. What is becoming clear is that there is a great need for class, meeting, and venue space in the community and that the Visitor Center meeting room will be an important source of revenues for the Garden. This reinforces our projection that we will need additional classroom/meeting space in the future - an important role for Building 221.

Gift Shop

A committee has worked for the past three months designing the layout for a gift shop at the lower level of the Visitor Center, selecting and ordering gift items (the majority of which will be locally produced), and sales equipment (i.e. Point of Sale System). Revenues from the gift shop will also help with operational costs.

Classes and Workshops – This quarter BGHBP began to organize a series of classes and workshops that will be offered, for a charge, throughout the 2014 season. Revenues from these educational offerings will help offset operational costs.

CAPITAL FUNDING

BGHBP and the Recreational Authority wrapped up a successful 3-year capital campaign in December! The Botanic Garden's share of campaign revenues will be dedicated to the Visitor Center, Walled Garden, and their surrounding gardens. We will continue to work with the capital campaign team on donor recognition projects.

In December, the Botanic Garden was awarded a 3-year \$60,000 Rotary Organizational Capacity Grant for a Financial Development Professional. BGHBP worked with Rotary Charities and the Botanic Garden Development Committee this quarter to create and finalize a RFP for a Development Professional. Posting and hiring will be completed this winter. The Development Professional will assist the board in capital funding through annual giving, planned giving, endowments and grants. That individual will coordinate with the Recreational Authority to avoid any fundraising conflicts.

C. Organizational Security

Two ad hoc committees have been formed to address issues of organizational security. Because the Garden has reach a new level of development, the board felt it was important to review and update the BGHBP by-laws, and create a board search committee to recruit additional board members with skills and experience in identified areas (i.e. marketing, finance, etc.).

GOAL # 3 – OPERATIONAL RESOURCES – Because we recognize that our effectiveness and success require best practices in the way we conduct our daily business, **OUR GOAL IS TO IMPROVE AND EXPAND OPERATIONAL RESOURCES AND STRATEGIES.**

BGHBP continues to expand its efforts in marketing (see Goal 5) and social media, updating our website, Facebook and e-newsletters. Over 1200 people a week view our Facebook postings and our e-newsletters go out to over 850 people.

BGHBP has refined and expanded its budgeting process and financial reporting to accommodate an increase in operational expenditures and revenues. Using the new Donor Perfect software, BGHBP has increased its capacity to design and utilize more specialized evaluation measurements.

GOAL #4 – SITE_– Because BGHBP must plan for the long-range goals and needs of the garden during the present phase of site development, while at the same time inspiring the public with significant site improvements, **OUR GOAL IS TO SUCCESSFULLY IMPLEMENT STRATEGIES TO IMPROVE THE SITE AND EXPAND SITE OPPORTUNITIES FOR THE PUBLIC.**

During this quarter, final adjustments were made to the Visitor Center (i.e. Grand Traverse Construction’s final punch-list items) and volunteers built new closet cabinets and shelves, and coordinated the selection of a professional wall-hanging system for the display of artwork and interpretive materials.

The BGHBP’s Landscape Committee is actively working on the selection and ordering of perennials for spring planting, as well as the design and construction timeline for the silo pool and waterfall.

During this quarter BGHBP was awarded management rights to Building 221 after participating in a lengthy RFP process. The BGHBP board set aside funds this quarter to replace the roof of Building 221 with a new membrane as soon as the RA has the old asbestos-based roof removed with the EPA Brownfield funds. BGHBP is planning on having the building painted as soon as the lead paint is removed.

Some of our BGHBP volunteers have devoted this quarter to the repair and restoration of a 1957 Ford tractor which was donated to the garden by a supporter. They replaced brake drums, cleaned and painted the cast iron body of the tractor and had the fenders, hood, and grill professionally painted/powder coated. By spring “Big Red” will be ready to pull “Rosie the Wagon” for tours and shuttles at the park.

Throughout the winter the Visitor Center was cleaned and maintained and walks kept shoveled by our volunteers.

GOAL #5 – IDENTITY_– Because the botanic garden is at a new stage of development, the time has come to create a unique image with a message that resonates with who we are and what we do. This message will be evident in our advertising, our events, and our day-to-day operations. **IN ORDER TO CREATE THIS IMAGE, BGHBP COMMISSIONED A BRANDING COMPANY TO DEVELOP A ‘BRAND’ FOR THE BOTANIC GARDEN AT THE HISTORIC BARN PARK**

The Botanical Garden Society legally changed its name to The Botanic Garden at Historic Barns Park. This change was important at this time because of the transition from a stage where a society was working to try to establish a garden (the Botanical Garden Society) to a new stage where the garden actually exists (The Botanic Garden at Historic Barns Park).

This quarter BGHBP continued to work with Brand Tonic, a local design firm, on branding and marketing. Work is being done on the website and the Garden's e-newsletter and marketing ads to consistently reflect the image of our new brand. New brochures, stationery, business cards, member window decals, etc. have been printed and are now in use.



SEEDS at the Historic Barns Park

Our vision at the Barns Park is synchronous to that of the Recreational Authority, to create a place that is inviting to a broad spectrum of the public and to provide numerous pathways toward triple-bottom-line educational opportunities for all ages.

During the first two months of 2014 we made progress toward our goals in the following ways:

1. Work proactively and cooperatively with BGS and the RA.
 - a. Meeting Participation: Dec 4 (RA mtg), Jan 8 (RA mtg), Jan 9 (Hydrology), Jan 22 (Hydrology), Feb 5 (RA mtg), Feb 13 (re Energy), Feb 26 (Hydrology)
 - b. Cultivating new onsite partnerships with:
 - i. Northwestern Michigan College related to Energy Farm concept
 - ii. Consumers Energy, Cherryland Electric, TCL&P and GeoFurnace related to Energy Farm concept
 - iii. AMEC related to Hydrological Characterization and who has agreed to donate professional time, meters and to catalog soil types as monitoring wells are drilled
 - iv. BARC who submitted a proposal for 221
2. Expand upon the detail in the Master Site Plan and support the RA's Business Plan.
 - a. Working with partners toward development of hydrologic characterization as pertains to current and future development. Provided a scoping outline of desired large-scale process of research, design and plans.
 - b. Scoping of 'Energy Farm' related demonstration projects especially including potential for use of active solar both on and off grid; supporting the RA need for street lighting; supporting site needs for water management and irrigation.
 - c. Conducted an energy walk-thru assessment of Building 223 with a Youth Corps Team from Kalkaska. This resulted in a rough prioritization w/pricing for improvements related to existing and future energy consumption. Also:
 - i. Removed damaged ceiling tiles and are re-drywalling the ceiling.
 - ii. Once that is complete we will be blowing in insulation.
 - iii. Built new storage units to increase capacity and enable more equipment to be housed indoors.
 - d. Working with Community Gardens on mutual infrastructure plans and continued service as fiduciary agency.
 - e. Continuing to garner permissions to host beehives onsite
 - f. Garnering permissions to site an irrigation cistern on west end of SEEDS lower management area.

3. Continue to build an educationally focused farm operation.
 - a. Formalized a relationship with the Cooks House in Traverse City and with Charlie's Natural Produce in Frankfort to provide heirloom produce
 - b. Plans to increase the fenced area of the SEEDS Farm and expand soil amendment operations spring 2014.

4. Continue building educational programming in relation to the site.
 - a. Received a grant from the Grand Traverse Band of Ottawa and Chippewa Indians to engage high school students from Benzie Central to support shoulder-season farm development as part of their Youth Corps work season.
 - b. Utilized remaining food stores for culinary programs at Suttons Bay, Benzie Central and Frankfort including cooking lessons on
 - i. Borscht & Pierogis: student aha moment, "Beets make a wonderful natural lipstick!"
 - ii. Veggie Pot Pies: student aha moment, "I actually like this, and there's no meat!"

5. Continue to foster onsite relationships with other groups and individuals including actively engaging in the past quarter:
 - a. *Those interested in using the Barns for events:* MLUI
 - b. *Those able to help with transportation and parking needs:* MLUI
 - c. *Those who add value to gardens and organic agriculture projects:* ISLAND, Champion Hill Farm
 - d. *Those who add value to the economies of small-scale farming:* Oryana, Cooks House, Charlie's Natural Produce, Traverse City DDA,
 - e. *Those who add value to educational work onsite:* Grand Traverse Band, TBA-ISD Career Tech, Benzie Central, Northside Academy, The Corps Network
 - f. *Those who add value to the Energy Farm concept of the RA's Business Plan:* Consumers Energy, TCL&P, Cherryland Electric, DTE



Subject: FW: Barns Photography
From: Mike Groleau <michael.groleau@rjginc.com>
Date: 2/28/2014 9:24 AM
To: "mcowall@liaa.org" <mcowall@liaa.org>

Hey Matt,

Here's the proposal from Dietrich.

Mike

From: Dietrich Floeter [mailto:dfloeter@chartermi.net]
Sent: Wednesday, February 26, 2014 10:31 AM
To: Mike Groleau
Subject: Barns Photography

Mike, To photograph the Cathedral Barn in it's current state, upper and lower levels, for historical documentation and publication purposes. Attempting to duplicate angles of previously produced renderings along with other meaningful views. To shoot yet this winter, ideally completing the work before mid-April. The work will be shot through daylight and twilight hours using artificial light where necessary.

After snowmelt, exterior photos to follow. Again duplicating angles chosen for the existing renderings along with other angles and choosing appropriate times of day for the images.

I expect about a half day's work for the interior and a bit less for the exterior, with the interior being more technical. With post-processing time included, the interior work can be shot for \$900 and the exterior for \$600. A sales tax exemption number will be needed for my records.

If I can answer any other questions please do not hesitate to call or email.

Dietrich
Dietrich Floeter Photography
1315 Londolyn N
Traverse City MI 49686
231.929.0888 office
231.883.8988 cell

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MARCH 5, 2014

DATE: FRIDAY, FEBRUARY 28, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: EXPENDITURES APPROVED BY EXECUTIVE DIRECTOR

The following are expenditures that I have approved.

General Operating Fund:

Consumers Energy	January service	\$ 23.99
Grand Traverse Conservation District	Quarterly management fee	\$ 4,750.00
Smith Haughey Rice & Roegge	January service	\$ 57.50
LIAA	Management services – January	\$ 4,919.38
LIAA	Travel, postage, printing	\$ 272.86

Debt Service Fund:

The Bank of NY Mellon	Interest on bonds	\$ 5,062.50
-----------------------	-------------------	-------------

Construction Bond Fund:

None		
------	--	--