

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

7:00 p.m.

Wednesday, May 7, 2014

2nd Floor Large Meeting Room, Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684

Posted: 5-2-14

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. The Office of the 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.traversecitymi.gov/recauthority.asp>
mcowall@liaa.org

Agenda

Roll Call.

1. Consideration of approving the minutes of the special meeting of April 9, 2014. (Matt Cowall)
2. Consideration of construction plans for Historic Barns Park. (Matt Cowall, Ray Kendra)
3. Consideration of LIAA contract renewal for executive management services. (Matt Cowall, Joe VanderMeulen)
4. Consideration of Grand Traverse Conservation District contract renewal for Hickory Meadows. (Matt Cowall, Wendy Warren)
5. Presentation from UnCommon Management regarding Event Facility Management Services proposal for Historic Barns Park. (Matt Cowall, UnCommon Management)
6. Consideration of scheduling a public hearing for Fiscal Year 2013/2014 budget amendments. (Matt Cowall)
7. Consideration of scheduling a public hearing for the Fiscal Year 2014-15 budgets for the Operating Fund, Construction Bond Fund, and Debt Retirement Fund. (Matt Cowall)
8. Consideration of Community Garden request for additional fenced area. (Matt Cowall, Community Garden)
9. Reports. (Matt Cowall et al)
 - Updates from Management Entities at Historic Barns Park (Botanic Garden, SEEDS)
 - Community Gardens
 - Any reports from Board members
 - Executive Director's report and possible verbal updates
 - U.S. EPA Brownfields Cleanup Grant
10. Report regarding payment of expenditures. (Matt Cowall)
11. Public Comment.
12. Adjournment.

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: MINUTES

Attached are the minutes of the special meeting of April 9, 2014.

The following motion would be appropriate to approve the minutes:

That the minutes of the special meeting of April 9, 2014, be approved.

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Minutes

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

April 9, 2014

A special meeting of the Recreational Authority Board of Directors was called to order in the Second Floor County Training Room, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, at 7:00 p.m.

The following Directors were present, constituting a quorum: Ross Biederman, Chair; Michael Groleau, Secretary; Tim Hughes, Treasurer; Molly Agostinelli; Chris Bzdok; Jeanine Easterday; and Matt McDonough.

The following Directors were absent: None.

Chair Biederman presided at the meeting.

1.

The first item being “Consideration of approving the minutes of the joint study session of March 5, 2014, and the regular meeting of March 5, 2014,” Chair Biederman introduced this matter. The following individual addressed the Board:

Matt Cowall, Executive Director

Moved by Hughes, seconded by McDonough, that the minutes of the joint study session of March 5, 2014, and the regular meeting of March 5, 2014, be approved.

CARRIED.

2.

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

Matt Cowall, Executive Director
Ray Kendra, Environment Architects

No action was taken.

Secretary Groleau was excused from the meeting at 7:55 p.m. due to a scheduling conflict.

3.

The next item being “Grand Traverse Conservation District contract renewal for Hickory Meadows,” Chair Biederman introduced this matter. The following individuals addressed the Board:

Matt Cowall, Executive Director
Wendy Warren, Conservation District

No action was taken.

4.

The next item being “Initial review of Event Facility Management Services proposal for Historic Barns Park,” Chair Biederman introduced this matter. The following individuals addressed the Board:

Matt Cowall, Executive Director
Tom Mair, UnCommon Management

Secretary Groleau returned to the meeting at 8:25 p.m.

No action was taken.

5.

The next item being “Consideration of 2012-2013 Audited Financial Statements,” Chair Biederman introduced this matter. The following individual

addressed the Board:

Matt Cowall, Executive Director

Moved by Bzdok, seconded by Groleau, that the Audited Financial Statements for the fiscal year end June 30, 2013, be accepted.

CARRIED.

6.

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
Alex Campbell, TCCG
Emily Mitchell, Hickory Meadows Advisory Committee

Secretary Groleau was excused from the meeting at 8:57 p.m. due to a scheduling conflict.

Moved by Agostinelli, seconded by Easterday, that the Executive Director be authorized to issue a request for proposals for environmental consulting services under the EPA Brownfield Cleanup Grant.

CARRIED.

7.

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.

8.

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

Emily Mitchell, Hickory Meadows Advisory Committee
Nicolle Girard, Hickory Meadows Advisory Committee

There being no objection, Chair Biederman declared the meeting adjourned at 9:17 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 MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: CONSIDERATION OF CONSTRUCTION PLANS FOR HISTORIC
BARN PARK

Three bids were received for Phase 1 construction work on Barn 204 (the Cathedral Barn) and all three original bidders responded to the April 28 bid addendum. The focus is now on the low bid received from Eckler Building Solutions. Our architectural and engineering contractors are working through the finer details of the bid and will present more information on Wednesday, including a recommendation on next steps.

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The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: LIAA CONTRACT RENEWAL FOR EXECUTIVE
MANAGEMENT SERVICES

The Recreational Authority contract with LIAA for executive management services expires June 1. The current contract is attached for reference. As was discussed at the April 9, 2014, meeting of the Board, LIAA seeks a raise in the hourly rate for these services (currently \$42.50/hour). LIAA Executive Director Joe VanderMeulen will be in attendance to discuss that request and help answer any questions you may have.

On a point of operational convenience, it would be a little cleaner to have any contract continuation coincide with the Authority's fiscal year, so that both terms end June 30. A sample motion affirming a renewal follows and could be modified at your discretion to adjust term and rate.

That the Chair and Secretary be authorized to execute a [three-year] Executive Management Services Agreement with Land Information Access Association for it to provide such services to the Authority, at a rate of \$_____ per hour, with funds available in the Operating Fund, Professional Services Line Item, such agreement subject to approval as to its form and substance by General Counsel.

CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY
EXECUTIVE MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made this 1 day of June, 2011, by and between the CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY, a Michigan authority, of 400 Boardman, Traverse City, Michigan, 49684 (the "Authority"), and LAND INFORMATION ACCESS ASSOCIATION, a Michigan nonprofit corporation, of 324 Munson Avenue, Traverse City, Michigan 49686 (the Consultant");

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

EXECUTIVE MANAGEMENT SERVICES

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

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Notice
 - B. Scope of Services
 - C. Schedule of Payments
 - D. Timetable for Activities
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The Authority shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$28,050.00 per year in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence on June 1, 2011, for a period of three (3) years in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Consultant to the Authority is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers

or agents will claim to be an officer, employee or agent of the Authority, except to the extent authorized by the Recreational Authority by policy or otherwise, 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 Consultant to be a joint venture.

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

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

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

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

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

9. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant

will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the Authority prior to termination or any change in the policy and shall provide an endorsement stating that the Authority has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the Authority.

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

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense.

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

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

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

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

12. The Authority's Obligation. The Authority shall provide the Consultant with all information currently available to the Authority upon request of the Consultant.

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

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

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

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

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

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

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

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

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

22. Termination.

A. By the Authority. Whenever the Authority determines that termination of this Agreement in whole or in part is in the best interest of the Authority or in the event that termination is required by any state or federal agency, the Authority may terminate this Agreement by 90 days' advance written notice to the Consultant specifying the services terminated and the effective date of such termination or, in the alternative, the equivalent of 90 days' payment, or portion thereof where less than 90 days notice is given. Such termination may be given immediate effect however if there is an illegal act related to the termination or termination is for fault of the Consultant in which case the Authority shall provide payment to the Consultant for services through the date of termination.

B. By the Consultant. Whenever Consultant determines that termination of this Agreement is in the best interest of the Consultant, Consultant may terminate this Agreement with 90 days' advance written notice. If notice is not provided as required, the Consultant shall forfeit compensation for the final one month of services performed under this Agreement.

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

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

25. Records of Recreational Authority. Upon termination or expiration of this Agreement, Consultant shall deliver over to the Recreational Authority all the books, papers, money and effects of the Recreational Authority in its custody within 30 days from the date of expiration or termination.

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

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

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

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

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

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

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

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

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

31. 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.

32. 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.

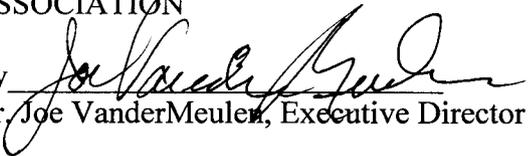
33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

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

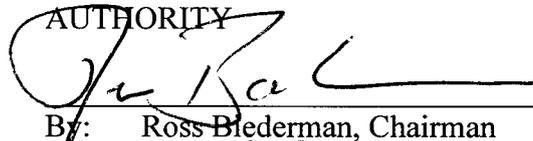
35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

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

LAND INFORMATION ACCESS
ASSOCIATION

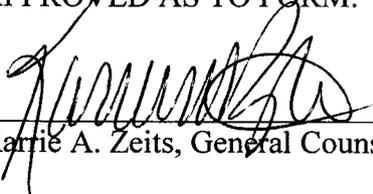
By 
Dr. Joe VanderMeulen, Executive Director

CITY OF TRAVERSE CITY AND CHARTER
TOWNSHIP OF GARFIELD RECREATIONAL
AUTHORITY


By: Ross Biederman, Chairman


By: Michael Groleau, Secretary

APPROVED AS TO FORM:


Karrie A. Zeits, General Counsel

SCOPE OF SERVICES

Consultant shall perform the following services:

- Serves as Executive Director providing and directing overall management of the Authority.
- Administering contracts, bidding and requests for proposals.
- Provides administrative approval for use of Authority facilities and property if previously-approved by the Authority.
- Attends all meetings and provides recommendations for adoption of such measures that are necessary for or in the best interest of the Authority.
- Distribution of meeting agenda/packet materials to Authority, media and public.
- Prepare an annual budget for approval by the Board of Directors and the City Commission and the Garfield Township Board, and ensure compliance with the approved budget.
- Performs such other duties as the Recreational Authority directs that pertains to the administration of the authority.
- Legislative Administration for Authority including creating/preparing meeting agendas and packets, preparing material for its meetings, assuring motions meet parliamentary and legal requirements; recording official action; expediting official action by reviewing, tracking, and complying with legal requirements.
- Open Meetings Act compliance officer including scheduling, legal postings, and scheduling of all meetings.
- Attends all meetings of the Recreational Authority and serves as Recording Secretary taking and preparing minutes of the Authority.
- Management of Authority records.
- Serves as the insurance administrator.
- Handles citizen and customer inquiries and processes and provides such other services as the Authority may require.

Additionally, Consultant shall perform services as outlined and set for in the following attachments:

1. Request for Bids and Specifications, attached hereto and made a part hereof.
2. Consultant's Bid Summary, attached hereto and made a part hereof.

SCHEDULE OF PAYMENTS

Payments may be made to the Consultant after satisfactory service and upon receipt of a valid invoice approved by the Authority.

The fee for the Consultant's services shall be an annual fee in the amount of \$28,050.00, payable in 12 monthly installments on the 15th of each month.

If the 15th of the month falls on a holiday, payment shall be made on the last business day preceding the 15th of the month.

TIMETABLE FOR ACTIVITIES

The Consultant's services shall commence within on June 1, 2011. The schedule of activities shall follow the Authority's Request for Proposals and the Consultant's Bid attached hereto and incorporated herein by reference.

The City of Traverse City and Charter Township of Garfield
Recreational Authority

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480

February 23, 2011

Dear Vendor:

The City of Traverse City and Charter Township of Garfield Recreational Authority (the Authority) will receive **sealed bids** in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **March 25, 2011, at 2:00 p.m.** for the following:

Executive Management Services for the Traverse City and Garfield Township Recreational Authority

If the specifications are obtained from the Authority's website at <http://ci.traverse-city.mi.us/recauthority/RFP.pdf> it is the sole responsibility of the vendor to check the website for updates and addendums prior to the bid being submitted. You may also register on the website to receive notifications when requests for proposals or bids, updates and addendums are posted.

The Authority reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the Authority. The Authority accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Only the successful bidder will be notified. If you so desire, you may call the Purchasing Agent at (231) 922-4440, for results. You must indicate on the outside of the sealed envelope that the bid is for the "Proposal - Recreational Authority Executive Management Services."

You must submit the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered.

If you have any questions, please contact Benjamin Marentette, City of Traverse City and Charter Township of Garfield Recreational Authority Executive Director, at (231) 922-4480 or bmarente@traversecitymi.gov before the bid is submitted. E-mail communication is preferred.

Please Submit Bid to:

Julie Dalton, Purchasing Agent
City Manager's Office, 2nd Floor, Governmental Center
400 Boardman Avenue, Traverse City MI 49684
(231) 922-4440

Recreational Authority Executive Management Services

REQUEST FOR BIDS AND SPECIFICATIONS

1. INTENT

The City of Traverse City and Charter Township of Garfield Recreational Authority (hereafter referred to as “the Authority”) is requesting bids from qualified firms or individuals to perform executive management services for the Authority.

The Authority intends to select the qualifying individual and/or firm (hereafter referred to as “firm”) on the basis of qualifications, ability, relevant experience, cost, positive relevant references, and other pertinent factors. The firm must have all required experience and attributes and will be required to accept a contract from the Authority for this work. If a firm with multiple employees responds to this bid, it is the desire of the Authority to have a primary person identified by the Firm who would serve as the Authority’s Executive Director. A sample contract is attached to this request for bids. All requirements of the contract must be met, including insurance and workers compensation insurance pursuant to Michigan state law.

2. SCOPE OF SERVICES

The Authority is a separate legal entity, formed by the City of Traverse City and the Charter Township of Garfield in 2003. The Authority is governed by a seven-member volunteer board of directors who each serve three year terms. The board is appointed as follows: three members are appointed by the Traverse City City Commission, three members are appointed by the Garfield Township Board; and one member is appointed by the Grand Traverse Regional Land Conservancy.

The Authority owns and is responsible for the care, management and proper enhancement of three public parks: the West Bay Waterfront Property (1/2 acre waterfront park on West Grand Traverse Bay, the site of the former Smith Barney Building and immediately to the east of the West End Beach); the Historic Barns Park (56-acre site at the southeast corner of the Grand Traverse Commons and home of the Historic and Cathedral Barn); and Hickory Meadows (a 117-acre rolling meadow parkland adjacent to the city-owned Hickory Hills Ski Area).

From the Authority’s inception to now, the City of Traverse City has provided management services. From the Authority’s inception until 2008, the City Manager served as Executive Director, and upon that prior City Manager’s departure in 2008, the Deputy City Clerk has served as Executive Director. The City Treasurer’s Office has provided financial management and oversight for the Authority since inception. The city has indicated to the Authority that the operations of the Authority warrant an individual who can devote more direct attention to the

Authority’s affairs; and the city needs its organizational capacity back. However, the City Attorney will continue to serve as General Counsel to the Authority. The Authority’s current Executive Director will be available on a regular basis during a transition period (anticipated to be two months from Firm selection). The custody of all Recreational Authority files will be transferred to the Firm, but shall remain property of the Authority at all times.

The Authority's tax-generated financial income is incredibly modest. (Approximately \$153,000 is currently generated on an annual basis for the Authority's Operating Fund, which is the "general" fund of the Authority.)

The other Fund (and related millage) is solely dedicated to retiring approximately \$6.6M in debt which was encumbered by issuing bonds for the purchase of the three properties under Authority ownership.

The Authority is looking for executive management services to guide and facilitate Recreational Authority Board projects and day-to-day business of the Authority.

In general terms, it is estimated that an average of 8 to 12 hours per week would be spent on Authority business; although, during peak project periods, the hours in a week could increase to approximately 25 hours in a week. Therefore, the estimated annual hour commitment is 660 hours (46 weeks @ 10 hours and 8 weeks @ 25 hours). This presumes approximately 100 hours per year are spent on identifying and securing public and private funds (through grants and other sources). The services to be performed under this agreement are currently being provided by the City of Traverse City for approximately \$31,000 annually, which includes the finance functions, which would not be provided by the selected Firm. The Firm shall be responsible for the following regular work tasks, although the list is not all-inclusive:

General Administration:

- Provide recommendations to the Board of Directors on overall operations for its consideration
- Facilitate and attend all meetings of the Board of Directors
- Provide recording secretary services for all meetings of the Board of Directors
- Serve as primary Authority spokesperson to the media, governmental officials, and the public
- Identify, apply for and secure grants and other sources of funds from public and private institutions
- Provide oversight of maintenance of all Authority Properties
- Manage contracts for services
- Provide authoritative guidance to the Management Entities at the Historic Barns Park, ensuring compliance with the goals, philosophies and principles of the Management Agreement, Master Site Plan, Board Policies with each of the management entities
- Approve low-impact park usage requests
- Management of the Authority's insurance plan
- Manage special projects as necessary and/or directed by the Board of Directors

Budgeting:

- Prepare an annual budget for approval by the Board of Directors and approval from the City Commission and Garfield Township Board
- Approve invoices for payment, with checks to be prepared by separate financial professional, and checks to be signed by two designated board representatives, in accordance with Authority policy
- Ensure compliance with approved annual budget
- Assistance with the annual audit

Finance:

To ensure proper financial controls, the finance functions of this proposal will be fulfilled by one of the founding governmental entities; and therefore, these functions will *not* be performed by the Firm. These finance functions are generally:

- Preparing checks for signature by authorized Board signatories and when recommended by the Executive Director, assuring compliance with Board policy
- Making bond payments
- Reconciling bank accounts
- Preparing 1099's at year end
- Preparing annual report for local government agencies
- Assisting with annual audit
- Ensuring compliance with municipal bonding
- Maintaining accounting records in compliance with Governmental Accounting Standards Board

Capital Campaign:

Utilizing the counsel and advice of a retained professional capital campaign advisor as necessary, the Firm shall:

- Provide administrative support for the campaign – such as assisting in the preparation of monthly Capital Campaign Cabinet meetings and monthly/semi-monthly Capital Campaign Leadership Team Meetings
- As requested by the Capital Campaign Leadership Team (which consists of the Authority Board's Chairman and a Board Member), participate in meetings with prospective donors
- Communicate with the Recreational Authority Board, the Grand Traverse Regional Community Foundation, board liaisons and others involved in the campaign as appropriate

3. ATTRIBUTES

The firm shall:

- Have excellent organization skills
- Provide leadership in areas of environmental stewardship
- Be consistently fair, objective, patient and kind – and firm when necessary
- Communicate in an articulate and supportive manner
- Be adept in the care and guidance of boards
- Have the ability to synthesize the full-breadth of information and situations, and make informed, reasoned decisions
- Have a passion and flair for the parks managed by the Authority
- Adapt to new projects and situations and be innovative

4. EXPERIENCE

The Firm must have demonstrated successful experience in the following areas: management, guidance and support of a public entity and public body; fund raising and revenue generation skills; public park and events management; knowledge of relevant state, county, city and township rules and policies which apply to public spaces and parks.

5. A FURTHER EXPLANATION ABOUT AUTHORITY OPERATIONS.

Prior to the successful millage proposals which were passed overwhelmingly by the voters in 2004, the Authority promised that a process would be undertaken to gain valuable input from the public on how they would like the Historic Barns Park and barns to be utilized. The Authority kept this promise and embarked on an in-depth public input process called *Brainstorming the Barns*. From *Brainstorming the Barns*, the public gave consistent themes for uses at the Historic Barns Park – the four consistent themes were: **Community, Recreation, Agriculture and Arts**. From there, the Authority developed a request for proposals which was issued to the non-profit community asking them how they would partner with the Authority in providing experiences at the Park which support these themes. In 2009, the Authority entered into long-term Management Agreements with the Botanical Garden Society of Northwest Michigan, Little Artshram and SEEDS (these three partner organizations are referred to as Management Entities). These Agreements detail the partnership and expectations from that Partnership. Initial policies governing the Park have been developed, with need for additional policy development. The Authority sought guiding principles for policy development from the Management Entities and utilizes a committee of the Management Entities to bring consensus recommendations for general governance of the park – essentially, the Management Entities provide an idea stream for governance and guidance of the park, with the Firm synthesizing that information and balancing it with the Authority’s governance responsibilities and making recommendations on policies and framework to the Board.

Therefore, in 2009, the Authority adopted a Master Site Plan which has been incorporated into the Management Agreements. This Master Site Plan was prepared by a world-renowned landscape architectural firm, with the input of the Management Entities. This Master Site Plan serves as the guide – the map – for vision at the Historic Barns Park. Decisions regarding the

Historic Barns Park need to be made based upon the principles and design articulated in the Master Site Plan.

Now the Authority and Management Entities are at the exciting point of implementing – and living – the vision of the Master Site Plan.

The original intention of the millage proposals was to preserve the three parks purchased by putting them into public trust. It was intended that once the parks were secured, that financial support would need to be sought in the community and through philanthropic organizations to further the work at the parks.

In late 2009 and early 2010, the Authority elected to pursue a capital campaign to raise funds for the Phase I Renovation of the Cathedral Barn and construction of an outdoor amphitheater at the Historic Barns Park. The Botanical Garden Society of Northwest Michigan (BGS) was also ready to embark on a capital campaign to build Phase I of the Botanic Garden at the Historic Barns Park. Since the Authority and BGS were seeking to raise similar amounts of money and would be talking to many of the same individuals and organizations, BGS and the Authority elected to conduct a joint feasibility study. The study came back with resounding support – and a solid directive – for the Authority and BGS to conduct a joint campaign, with a total goal of \$1.5M over 3 years. The Authority and BGS have been busily working, with the support and counsel of a professional fundraising consultant and the Grand Traverse Regional Community Foundation to ready the campaign for a quiet/leadership phase launch. A capital campaign cabinet has been formed.

As outlined above, the Firm will provide the requisite administrative support to the campaign. It is anticipated that the campaign will conclude in 2013; and then a Phase II Campaign will begin.

The Authority has a longstanding relationship with its architect for the Cathedral Barn Improvement Project and plans are essentially ready to go for bid to begin the work on Phase I of the Cathedral Barn. A business plan is nearly complete for the Authority's responsibilities at the Historic Barns Park – it provides significant and substantive direction for the Park and the Firm will be responsible for overseeing its implementation, as directed by the board.

The second of the three parks, the Hickory Meadows Property, a 117-acre open meadow, is largely run by the Hickory Meadows Advisory Committee and the Grand Traverse Conservation District. A Management Plan for Hickory Meadows was adopted July 2006 and is in place to guide the management of the property. The Conservation District, through a contractual arrangement, provides resource management services at the Hickory Meadows Property and supports the work of the Hickory Meadows Advisory Committee.

The third of the three parks, the West Bay Waterfront Park, a ½ acre waterfront park adjacent to the city's West End Beach, has largely been left as open space. There is a current desire to make some modest improvements to this park, such as to better landscape the slope between the "lawn" of the park and the beach.

6. UPCOMING TASKS/PRIORITIES

In addition to general day-to-day administration for the Authority, the Firm will be responsible for overseeing and guiding the implementation of the following key tasks and priorities, as directed by the Board:

- Synthesizing the Authority’s Business Plan for the Historic Barns Park, providing recommendations to the Board of Directors regarding implementation; and overseeing the implementation of the Business Plan as directed by the Board of Directors
- Professionally and socially supporting the current (Phase I) capital campaign for the Historic Barns Park and Botanic Garden
- As directed by the Board, and as requisite funds are received from the capital campaign, oversee (with the assistance of professional services), Phase I of the Cathedral Barn Improvement Project
- Identifying, pursuing and securing other sources of public and private funding which will further the vision of the Authority in its care of properties
- Continuing to implement the environmental remediation responsibilities of the Authority at the Historic Barns Park
- Working with a board subcommittee and the Grand Traverse Regional Land Conservancy and legal counsel, prepare a Conservation Easement for the Hickory Meadows Property
- Working with the City Planning Department and other partners on the management of the city’s bayfront
- As funds are received for the capital campaign, utilizing the Authority’s architect and other relevant professionals, oversee the project’s construction
- Upon completion of Phase I of the capital campaign, work on formulation and implementation of a Phase II capital campaign (likely three years out)
- Working with the Authority’s Environmental Engineer and SHPO, oversee the demolition of structures slated for demolition at the Historic Barns Park
- The Authority’s three-year contract for miscellaneous maintenance (“handy-person”) services at the Historic Barns Park expires October 2011; provide a recommendation to the Board on a contract for the next period

7. HOURS OF WORK/AVAILABILITY

The Firm selected will be expected to be available on a regular basis and generally be responsive between regular business hours (Monday through Friday, 9am until 5pm); and for meetings that occasionally occur outside those hours, and also to attend Board meetings, which are typically the first Tuesday of each month at 7pm. As outlined below, it is desired by the Authority that a main individual be identified by the Firm to serve in the “Executive Director” capacity; and it is expected that this individual would be the primary contact, ensuring smooth communication among all relevant parties.

8. EXAMINATION OF AUTHORITY PROPERTY AND DOCUMENTS.

The Authority’s parks are open to the public – and all interested bidders are welcome to tour them at any time. If you would like more specific information on the park or would like an electronic copy of relevant Authority documents to assist you in preparing a proposal, please contact the Authority’s Executive Director, Benjamin Marentette, at bmarente@traversecitymi.gov (E-mail contact is preferred) – or via telephone, (231) 922-4480. Please note that Benjamin Marentette will be unavailable March 4-15, 2011.

9. TERM OF AGREEMENT

The term of the initial agreement shall be for three-years, with an evaluation of the agreement to be conducted by both parties at the conclusion of the first six (6) months, and then each year thereafter. The evaluation shall be for the purposes of a “touch point” to ensure the arrangement is working successfully and to identify areas of strength and opportunities for strengthening. If the Firm wishes to terminate the agreement, it may do so with 180 days’ advance written notice without cause. If the Firm does not fulfill this notice requirement, the final two (2) months payment shall be forfeited. If the Authority wishes to terminate the agreement, it may do so with 90day’s advance written notice. The Authority may terminate the agreement with immediate effect; provided, however, unless there is an illegal act related to the termination, the Authority shall provide payment to the Firm for the succeeding 90 days.’ Provided, however, if there is an illegal act relating to the Firm’s agreement, the agreement may be terminated with no further compensation.

10. PAYMENT AND COMPENSATION

The fee for the Firm’s services shall be an annual fee, payable in twelve (12) monthly installments, due on the 15th of each month. If the 15th falls on a holiday, payment shall be made on the last business day preceding the 15th of the month. To guarantee the termination notice requirements, the first six payments will be reduced by a pro-rated amount equal to two months compensation. For purposes of example, if a contract for \$12,000 a year was authorized, \$2,000 would be withheld over two months, so the first six months payments would be \$666; and for the remaining monthly payments starting with payment number 7, the payment would be \$1,000.

11. BACKGROUND CHECK.

The Firm and all employees or volunteers identified to have a role under the agreement shall be subject to a background check regarding education, professional references/previous work, and criminal history. All bidders shall submit the executed consent to this background check.

12. PROPER DUE-DILIGENCE BY BIDDER.

Prior to submission of the bid, bidder shall make and shall be deemed to have made a careful examination of the site, specifications, and other prudent items or matters as included herewith, and shall have become informed as to the location and nature of the proposed project, general local conditions and all other matters that may affect the cost and time of completion of the project.

Lack of knowledge of conditions that now exist or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination or becoming so informed, will not be accepted as an excuse for any failure or omission on the part of the Firm to fulfill in every respect all of the requirements of the Contract, and will not be accepted as a basis for any claim for extra compensation or extension of time.

13. INSURANCE

The Firm is required to provide, prior to project beginning, and maintain at all times during this project, the insurance as described herein. The insurance shall be contracted with a company licensed to do business in the State of Michigan and shall be subject to the approval by the Authority. Certified copies in duplicate, setting forth the limits and coverage, shall be furnished to the Executive Director before the Agreement commences. The policy shall contain endorsements stating that at least a 10-day notice will be given to the Authority prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under the Contract shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the Authority. The policy shall describe the project and provide coverage for the following terms:

A. Comprehensive general liability insurance, in the amount of \$1M per occurrence, with an endorsement to the policy naming the City of Traverse City and Charter Township of Garfield Recreational Authority as additional insured.

B. Automobile liability insurance.

C. Workers' Compensation Insurance meeting the statutory limits set forth in the State of Michigan.

E. Cancellation:

If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until

new insurance is obtained.

14. THIRD PARTY PARTICIPATION

The Firm shall be prohibited from engaging the services of subcontractors or any other individuals in the name of the Firm. All purchases and services for the Authority, whether within or outside the scope of this Proposal, shall only be made in the name of the Authority, in accordance with Authority policy.

15. PROTECTION OF WORK AND PROPERTY

The Firm shall continuously maintain adequate protection of the Contractor's work from damage and shall protect all public and private property from injury or loss arising in connection with the Firm's work, and shall defend and save the Authority harmless from all such damages or injuries occurring because of Contractor's work.

16. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

17. SUBMITTAL OF BID

Each bidder shall sign the bid summary sheet giving bidder's name, address and status, that is, whether an individual, partnership or corporation. Bidders shall be well qualified in the type of work which is included in this request for bids. Bids are solicited only from those who will start work promptly after the award is made.

The Authority reserves the right to accept any bid or to reject any or all bids; also to waive defects or informalities in bids should it deem it in the best interest of the Authority to do so.

Contractors should submit a sealed bid containing:

- A. Bid Summary Sheet.
- B. A resume of the individual who would serve as Executive Director (with the requisite notation), which includes statements of formal education, professional accreditations or certifications, work experience, and professional references who can speak to relevant work experience. (For references, please include, name, title, dates professionally associated and the reporting relationship; mailing address, e-mail address and telephone number)
- C. Resumes of any other individuals, if any, who would serve in a capacity under the Agreement, and a statement of the roles such individual(s) would have; resumes should include statements of formal education, professional accreditations or certifications, work

- experience and professional references who can speak to relevant experience. (For references, please include, name, title, dates professionally associated and the reporting relationship; mailing address, e-mail address and telephone number.)
- D. If a firm with multiple individuals who would provide services under the agreement, statements of the firm’s relevant professional experience, and related references. (For references, please include, name, title, dates professionally associated and the reporting relationship; mailing address, e-mail address and telephone number.)
- E. Identification of a contact person to whom inquiries should be directed, with an e-mail address, mailing address and telephone number.
- F. A signed consent to Background Check form, executed by each individual who will provide services under this proposal.

If you have any questions, please contact Authority Executive Director Benjamin Marentette, at (231) 922-4480 or bmarente@traversecitymi.gov before the bid is submitted.

Sealed bids clearly marked “Recreational Authority Executive Management Services” must be received at the following location no later than March 25, 2011, at 2:00 P.M. to:

**Julie Dalton, Executive Assistant/Purchasing Agent
City of Traverse City
2nd Floor, Governmental Center, 400 Boardman Avenue
Traverse City MI 49684**

Telefaxed or e-mailed bids are not acceptable. Only the successful contractor will be notified. If you so desire, you may call for results.

Vendor - Please complete and return

BID SUMMARY

TITLE: Recreational Authority Executive Management Services

DUE DATE: March 25, 2011, 2:00 p.m.

Having carefully examined the attached specifications and any other applicable information the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor understands and agrees that all necessary permits, licenses and insurances must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

Vendor understands and agrees, if selected as the successful vendor, to accept a Contract and to provide proof of the required insurance.

Vendor understands that the Authority reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the Authority. The bid will be evaluated and awarded on the basis of best value to the Authority. Criteria used will include but will not be limited to, price, accessories, options, and overall capability to meet the needs of the Authority.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Annual fee to be charged each of the three years to Recreational Authority (to be paid in intervals as set forth in the specifications):

\$ _____

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

Consent to Background Check

(Must be completed by each individual who will provide services under this Proposal)

Name of Firm Submitting Bid: _____

By signing the release below, I hereby authorize the Traverse City and Garfield Township Recreational Authority to contact any and all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts, military services to release information about my background including, but not limited to, information about employment, education, driving record, criminal record and general public records history to the Traverse City and Garfield Township Recreational Authority.

I release from all liability all persons, companies, schools supplying such information. I indemnify the Traverse City and Garfield Township Recreational Authority against any liability, which may result from making such requests. This release shall remain in effect for the length of the contract with myself, my corporation or the corporation with which I am employed. I understand and I may have a right to request additional disclosures regarding the nature and scope of the investigation.

I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release.

Name: _____

(Please print) Other names used: _____

Address: _____

City/State/Zip: _____

Date received degree (if applicable) _____

Social Security #: _____

Driver's License Number & State: _____

(Signature of Individual to Perform Services under this agreement)

(Signature of head of Firm/organization CEO)

(Date)

**FIRST AMENDMENT TO
CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY
EXECUTIVE MANAGEMENT SERVICES AGREEMENT**

This is an Amendment dated the 16th of February, 2012 (the "Amendment") to the City of Traverse City and Charter Township of Garfield Recreational Authority Executive Management Services Agreement dated June 1, 2011 (the "Agreement"), by and between the City of Traverse City and Charter Township of Garfield Recreational Authority, a Michigan authority, of 324 Munson Avenue, Traverse City, Michigan, 49686 (the "Authority"), and Land Information Access Association, a Michigan nonprofit corporation, of 324 Munson Avenue, Traverse City, Michigan 49686 (the "Consultant").

The Agreement is hereby amended as follows:

Paragraph 3 is amended to read in its entirety as follows:

3. Compensation and Method of Payment. The Authority shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement as follows:

A. For services rendered from the date of the Agreement through this Amendment, the sum of \$28,050.00 payable in equal monthly installments of \$2,337.50 from the date of the Agreement through the effective date of this Amendment pursuant to the Schedule of Payments. The last payment under the Schedule of Payments was made by the Authority on February 15, 2012.

B. For services rendered from the date of this Amendment through June 30, 2012, an hourly rate in the amount of \$42.50 for services rendered payable on the 15th of each month or the last business day preceding the 15th of the month if the 15th is a holiday or weekend, not to exceed total compensation from the date of the Agreement through June 30, 2012, in the amount of \$35,700. Consultant shall submit monthly invoices to the Recreational Authority detailing the time spent and the services rendered for that period.

C. On or before the 30th day of June, 2012, the Recreational Authority and the Consultant shall agree on the Compensation and Method of Payment for the remaining term of the Agreement. In the event that the Recreational Authority and the Consultant are unable to agree on Compensation and Method of Payment on or before the 30th day of June, 2012, this Agreement shall terminate 90 days from said date and the Compensation and Method of Payment shall be \$2,337.50 per month for the remaining term payable on the 15th of each month or the last business day preceding the 15th of the month if the 15th is a holiday or weekend, unless otherwise extended upon agreement by the Recreational Authority and the Consultant.

D. Except as otherwise set forth herein, the Schedule of Payments is deleted its entirety.

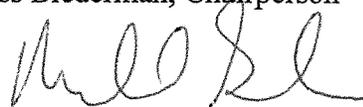
All other terms and conditions of the Agreement shall be and remain the same.

CITY OF TRAVERSE CITY AND CHARTER
TOWNSHIP OF GARFIELD RECREATIONAL
AUTHORITY

Dated:

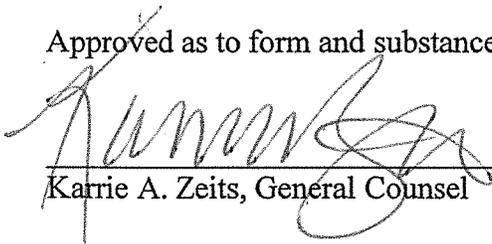


Ross Biederman, Chairperson



Michael Groleau, Secretary

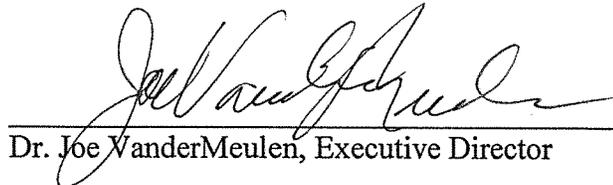
Approved as to form and substance:



Karrie A. Zeits, General Counsel

LAND INFORMATION ACCESS ASSOCIATION

Dated:



Dr. Joe VanderMeulen, Executive Director

**SECOND AMENDMENT TO
CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY
EXECUTIVE MANAGEMENT SERVICES AGREEMENT**

This is a Second Amendment dated the 6th day of June, 2012, (the "Amendment") to the City of Traverse City and Charter Township of Garfield Recreational Authority Executive Management Services Agreement dated June 1, 2011 (the "Agreement"), by and between the City of Traverse City and Charter Township of Garfield Recreational Authority, a Michigan authority, of 324 Munson Avenue, Traverse City, Michigan, 49686 (the "Authority"), and Land Information Access Association, a Michigan nonprofit corporation, of 324 Munson Avenue, Traverse City, Michigan 49686 (the "Consultant").

The Agreement is hereby amended as follows:

Paragraph 3 is amended to read in its entirety as follows:

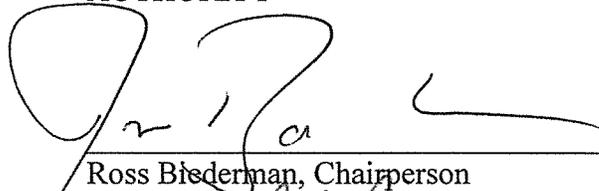
3. Compensation and Method of Payment. Beginning July 1, 2012, the Authority shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement an hourly rate in the amount of \$42.50 for services rendered payable on the 15th of each month or the last business day preceding the 15th of the month if the 15th is a holiday or weekend through the Period of Performance. Consultant shall submit monthly invoices to the Recreational Authority detailing the time spent and the services rendered for that period.

All other terms and conditions of the Agreement shall be and remain the same.

CITY OF TRAVERSE CITY AND CHARTER
TOWNSHIP OF GARFIELD RECREATIONAL
AUTHORITY

Dated:

June 6, 2012



Ross Biederman, Chairperson



Michael Groleau, Secretary

Approved as to form and substance:

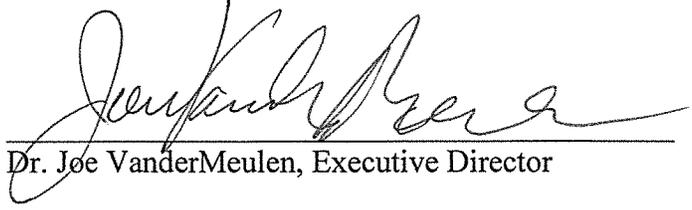


Karrie A. Zeits, General Counsel

LAND INFORMATION ACCESS ASSOCIATION

Dated:

June 6, 2012



Dr. Joe VanderMeulen, Executive Director

Vendor - Please complete and return

BID SUMMARY

TITLE: Recreational Authority Executive Management Services

DUE DATE: March 25, 2011, 2:00 p.m.

Having carefully examined the attached specifications and any other applicable information the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor understands and agrees that all necessary permits, licenses and insurances must be obtained and that all applicable federal, state and local codes, laws and regulations must be complied with.

Vendor understands and agrees, if selected as the successful vendor, to accept a Contract and to provide proof of the required insurance.

Vendor understands that the Authority reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the Authority. The bid will be evaluated and awarded on the basis of best value to the Authority. Criteria used will include but will not be limited to, price, accessories, options, and overall capability to meet the needs of the Authority.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Annual fee to be charged each of the three years to Recreational Authority (to be paid in intervals as set forth in the specifications):

\$ 28,050.00

Submitted by:



Signature

Joe VanderMeulen, Ph.D., Executive Director

Name and Title (Print)

231-929-3696

Phone

231-929-3771

Fax

Land Information Access Association (LIAA)

Company Name

324 Munson Ave

Company Address

Traverse City MI 49686

City,

501(c)3 nonprofit

State,

Zip

Sole proprietorship/partnership/corporation

Michigan
If corporation, state of corporation



Innovative ideas for sustainable communities since 1993

**Executive Management Services for the
City of Traverse City and Charter Township of Garfield
Recreational Authority**

A Bid Prepared by the Land Information Access Association

March 25, 2011

**LIAA
324 Munson Avenue
Traverse City, MI 49686
231-929-3696
www.liaa.org**

With this proposal, the Land Information Access Association (LIAA) is pleased to respond to the *Request for Proposals* issued in February 2011 by the City of Traverse City and Charter Township of Garfield Recreational Authority. Thank you for the opportunity to participate. As detailed in this document, we offer our collective experience, expertise, enthusiasm and complete commitment to provide effective executive management services for the Authority.

Introduction & Project Understanding

LIAA is a federally approved 501(c)3 nonprofit community service organization with nearly two decades of experience in helping people shape better, more sustainable communities in Michigan. We have enjoyed working with the City of Traverse City and the Charter Township of Garfield in a number of capacities, examples of which are listed below.

LIAA's Mission:
Helping people **shape better communities** through participation, education, information and the effective use of technology.

Grand Traverse Commons – With a grant of assistance from LIAA's *Partnerships for Change Sustainable Communities Program*, LIAA worked with the Grand Traverse Commons Joint Planning Commission to develop a master plan and a joint zoning ordinance for the Commons. Extensive professional planning and technical assistance for this project included facilitation, mapping, public participation and website development.

Grand Traverse Commons South Campus Entrance – As an extension of the master planning and zoning effort, LIAA worked with the Joint Planning Commission and the Recreational Authority on the plan for the South Campus Entrance adjacent to the Historic Barns Park. Assistance included facilitation and graphic design work.

Government TV 99 & 994 – As the manager of our region's government-access television station, LIAA is contracted by the City of Traverse City and the Charter Township of Garfield to provide cablecast coverage of board, commission and committee meetings.

Charter Township of Garfield Website – LIAA's graphic design and technology staff developed the Township's website (www.garfield-twp.com).

Division Street Visioning – LIAA assisted the URS Corporation in facilitating a consensus-building exercise for the future design and development of Division Street. Through this process, we worked with local stakeholders, including members of the Recreational Authority, to help identify community interests and common goals, evaluate various development options, and generate design and development ideas.

From bay to meadow to historic brick and beam, the three public parks managed by the Authority represent some of the best features our community has to offer. LIAA would be honored to again work with the Authority and support the ongoing stewardship and enhancement of these unique resources.

The LIAA team is well versed with local government policies and operations in Michigan. Specifically, LIAA has developed extensive expertise regarding joint entities such as the Authority, having spent several years helping to create and support similar bodies all across the state.

Our experience at the Grand Traverse Commons seems particularly relevant to the stated needs of the Authority. We recognize that eight of the 11 key tasks and priorities listed in the Request for Proposals are specific to the Historic Barns Park, and we believe our familiarity with the property would be an asset. The Commons is a special place with a special future, and we're excited by the prospect of working with the Authority and the Management Entities to realize the vision articulated in the park's Master Site Plan.

Including a dedicated Executive Director, we envision a total of three LIAA staff members regularly contributing their expertise to the effective management of the Authority. These staffers and other staff support resources are described in detail below.

LIAA Background & Experience

Founded in 1993, LIAA's mission is to help people shape better communities through participation, education, information and the effective use of technology. From its headquarters in Traverse City, LIAA serves communities throughout the state of Michigan with a staff of 13 professionals. We provide innovative community-building and support services for governments, organizations and individual citizens, including: community planning and development; geographic information systems (GIS) and mapping; website development, software and database development, and IT support; community-access television and media production; and related facilitation, training and education.

The majority of all **joint recreational authorities** currently active in Michigan have been created through LIAA's *Partnerships for Change Program*.

LIAA has assisted hundreds of local governments across Michigan in addressing land-use planning, community development and resource preservation challenges. These projects range from building basic communications strategies to the development of community-wide comprehensive master plans and recreation plans. Through these efforts, LIAA has managed extensive public participation processes, designed and conducted public surveys (phone, mail and web-based), completed land-use analyses and research, and drafted a wide range of policies for use by cities, townships, villages and counties.

In recent years, LIAA has become a leader in bringing municipalities together for inter-jurisdictional cooperation through the *Partnerships for Change (Pfc) Program*. Pfc helps local governments collaborate to develop and carry out policies and programs that contribute to the preservation of cultural and natural resources. With support from the Michigan Municipal League, Michigan Townships Association, Michigan Association of Planning and Michigan State University Extension, we have facilitated the creation of joint recreational authorities, planning commissions, and inter-jurisdictional corridor development projects. In fact, the majority of all joint planning commissions and joint recreational authorities currently active in Michigan have been born through the *Pfc Program*. Ultimately, these project efforts have increased community-wide cooperation, improved coordination between local units of government, built valuable databases for planning and community development, and resulted in better technology skills in each of the participating groups.

LIAA supports itself through both grant-funded projects and fee-for-service work. This organizational skill set is well-suited to the needs of the Authority as it pursues a similar development approach (e.g., the capital campaign and the business plan for the Historic Barns Park).

LIAA Organizational References

Carol Fulsher
Director, Iron Ore Heritage Recreation Authority
Dates Associated: 2006 to Present
501 S. Front St
Marquette, MI 49855
cfulsher@gmail.com
906-226-6109

Jon Schneider
City Manager, City of Newaygo – Former Clerk for Newaygo Community Recreation Authority
Dates Associated: 2004 to Present
28 N. State Rd
Newaygo, MI 49337
jons@newaygocity.org
231-652-1657

Professional Staff

LIAA's resources include 13 highly trained, experienced and motivated professionals dedicated to providing timely and effective services. The following paragraphs provide brief descriptions for LIAA's professional staff assigned to support the Authority and perform various project tasks. Résumés with personal references are attached.

Executive Director of the Authority

LIAA Communications and Development Director Matt Cowall will handle Executive Director responsibilities for the Authority. Matt has 18 years of professional experience in natural resource management and communications, including agricultural extension, forestry, journalism, advertising and public relations. Matt has managed projects ranging from soil conservation in West Africa to retail advertising campaigns on the West Coast. He is responsible for the design and dissemination of LIAA's outreach and development programs. Matt holds a dual B.S. in natural resource policy and communications from Michigan State University and is a returned Peace Corps volunteer. He currently serves on the zoning board of appeals for Peninsula Township.

Organizational Support

LIAA Community Planner Harry Burkholder, AICP, will provide planning and recreational policy support for this project. Harry has experience with a variety of planning activities, including work for MSU's *Citizen Planner Program* and LIAA's *Partnerships for Change Program*. He has direct experience working on master plans, corridor plans and recreational plans for several local governments in Michigan, including the recent establishment of several recreational authorities. Harry is also a board member of the Traverse City Downtown Development Authority. A certified planner, he holds a B.A. in Political Science, Geography, and Communications from Western Michigan University and a Master's degree in Urban and Regional Planning (M.U.R.P.) from Michigan State University.

LIAA Executive Director Dr. Joe VanderMeulen is responsible for overall project management at LIAA and will provide advisory support. In addition to 18 years of experience as chief executive officer for LIAA, Joe has more than a dozen years of experience as the nonpartisan director of science and technology research for the Michigan Legislature. He has worked on a broad range of land-use planning and urban growth management projects across Michigan and has authored or co-authored numerous publications on these topics. He holds a B.A. in English, History, and Earth Science as well as an M.S. in Earth Science (Hydrogeology) from Western Michigan University. He has also earned a Ph.D. in Natural Resources and Environmental Policy focusing on land use issues from the University of Michigan.

Other available staff resources include geographic information system (GIS) support and mapping, IT support/Web applications, graphic design expertise, and financial administration/accounting. These resources would be available to support the effective management of the Authority as appropriate.

Annual Fee

As a nonprofit, service-oriented, mission-driven organization, LIAA ranks prospective projects based first on a number of organizational criteria, including relevance to LIAA's mission, relevance to the communities involved, and the match between LIAA's skill set and the needs of the community. Working

with the Authority ranks high in all of these criteria, and that factored in to our bid to the advantage of the Authority.

Assumptions based on the scope of services, operations, tasks and priorities stated in the Request for Proposals also informed our bidding process. These assumptions include:

- An estimated annual hour commitment of 660 hours, with approximately 100 hours dedicated to identifying and securing sources of funding;
- The provision of recording secretary services for up to 12 meetings of the Board of Directors each year; and
- The approximate budget for executive management services as currently provided by the City, less the finance functions that will be retained by one of the founding governmental entities.

After weighing all of these factors, LIAA is prepared to perform executive management services for the Authority at a no-overhead annual rate of \$28,050 (the equivalent of \$42.50 per hour for 660 hours).

Contact

Please don't hesitate to contact us if you have any questions or need anything else. Thanks in advance for your time and your consideration. We look forward to hearing from you.

Respectfully,

Matt Cowall
Communications and Development Director, LIAA
324 Munson Ave
Traverse City, MI 49686
mcowall@liaa.org
231-929-3696

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: GRAND TRAVERSE CONSERVATION DISTRICT CONTRACT
RENEWAL FOR HICKORY MEADOWS

The Recreational Authority contracts with the Grand Traverse Conservation District for it to provide resource management services at Hickory Meadows. The relationship runs back to the inception of Hickory Meadows in 2005. The current three-year contract runs through the end of this fiscal year (June 30, 2014).

At its April 9, 2014, meeting, the Board requested that the scope of work for this contract be modified, particularly to include more communication, specific details and measures for the work being performed on behalf of Hickory Meadows. The Conservation District has prepared the attached documentation for your review and input, including the current scope of services (2011-14), a revised scope of services, and a proposed format for new quarterly reports.

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SCHEDULE -A
SCOPE OF SERVICES
2011-2014

The Grand Traverse Conservation District shall provide resource management services to Recreation Authority. As such the District shall:

1. Oversee implementation of the Hickory Meadows Management Plan and with mutual agreement of the Recreation Authority and District; assist with projects on other Recreation Authority owned quiet recreation parklands.
2. Develop and implement an annual Work Plan for Hickory Meadows. The Work Plan will be submitted to the Recreation Authority annually. Projects identified in the Work Plan are dependent on funds provided by the Recreation Authority.
3. Coordinate routine inspections and maintenance of existing structures and trails.
4. Develop, at minimum, one grant proposal each year for funding a specific project at Hickory Meadows.
5. Obtain permits needed for the above activities.
6. Regularly monitor the public's activities within the Hickory Meadows property and report any abuse or misuse to the Authority.
7. Whenever possible, coordinate and utilize volunteers to accomplish work to garner greater community support, create better stewards of our environment, and to reduce labor costs.
8. The District shall coordinate, to the maximum possible extent, the acquisition of materials and the use of labor on projects at Hickory Meadows.
9. The District shall provide administrative and clerical support necessary to accomplish the above tasks.
10. The District shall regularly attend Recreation Authority meetings to provide verbal reports of progress.
11. Provide the Recreation Authority with monthly written activity reports.
12. The District shall provide a final report and recommendations for program continuation to the Recreation Authority prior to November 30, 2013.
13. The District will not be responsible for any activities listed above that are not accomplished due to inability to obtain permits, or to lack of funding, labor availability, or other factors beyond the District's control.

In addition to the scope of services the District has provided the following benefits to the Parks:

- 1) Spent about \$7,500 during each of the last 3 yrs on invasive species removal
- 2) Completed a comprehensive invasive species survey, map, and management plan that allows us to prioritize treatment activities on the property. The highest priority species are garlic mustard, Japanese barberry, buckthorn, and leafy spurge.
- 3) Wild parsnip can cause nasty skin lesions and burns if folks touch it, so we continue to aggressively remove those stands as well.
- 4) Of special note is that all known populations of Japanese barberry in the park have been removed.

SCHEDULE A
SCOPE OF SERVICES
2014-2017

The Grand Traverse Conservation District shall provide resource management services to Recreation Authority. As such the District shall:

1. Oversee implementation of the Hickory Meadows Management Plan and with mutual agreement of the Recreation Authority and the District; assist with projects on other Recreation Authority owned quiet recreation parklands.
2. Develop and implement an annual Work Plan for Hickory Meadows. The Work Plan will be submitted to the Recreation Authority annually by March 1. Projects identified in the Work Plan are dependent on funds provided by the Recreation Authority.
3. Regularly monitor activities at Hickory Meadows and coordinate routine inspections and maintenance of existing structures and trails. Report any abuse or misuse to Recreation Authority
 - (a) Monitor all trailheads at least weekly during the field season (May 1- September 30) and bi-weekly during non-field season
 - (b) Inspect all structures and trails at least monthly looking for maintenance, structural, or safety concerns.
4. Develop, at minimum, one grant proposal each year for funding a specific project related to the annual Work Plan at Hickory Meadows.
5. Obtain permits needed for the above activities.
6. Whenever possible, coordinate and utilize volunteers to accomplish work to garner greater community support, create better stewards of our environment, and to reduce labor costs.
7. The District shall coordinate, to the maximum possible extent, the acquisition of materials and the use of labor on projects at Hickory Meadows.
8. The District shall provide administrative and clerical support necessary to accomplish the above tasks.
9. The District shall regularly attend Recreation Authority meetings and provide monthly verbal reports of progress and written quarterly reports.
10. The District shall provide a final report and recommendations for program continuation to the Recreation Authority prior to November 30, 2016.
11. The District will not be responsible for any activities listed above that are not accomplished due to inability to obtain permits, or to lack of funding, labor availability, or other factors beyond the District's control.

EXAMPLE

QUARTERLY REPORT SUMMARY

April 1- June 30, 2014

This quarter, the Conservation District completed the following as part of their contract services at Hickory Meadows.

ADMINISTRATION

- a. Contacted sheriff's department to begin exploring becoming a designated agent in order to be able to enforce dog leash laws.
- b. Coordinated Great Garlic Mustard Hunt workbee on May 3rd for the public to learn about this invasive plant and help pull it from Hickory Meadows and surrounding private property
- c. Sent letters to private property owners surrounding Hickory Meadows to update them on garlic mustard management efforts on their property and in the neighborhood

REGULAR MONITORING AND VOLUNTEERS

- a. Visited trailheads on the following dates (weekly) to refresh dog waste bags, pick up trash, and check for maintenance needs: 5/7, 5/15, 5/25,
- b. 5/15 Responded to Trail Steward report of trash at Hickory Meadows

GRANTS

- a. Applied Sustain our Great Lakes pre-proposal to continue invasives work at Hickory Meadows and throughout the region. Priority species at Hickory Meadows include garlic mustard, Japanese barberry, and wild parsnip.
- b.

ANNUAL WORKPLAN PROJECTS

1. **General Park Maintenance-** Trail maintenance; dog waste bags; snowplowing, garbage removal, etc. (\$4,000)

Status: On going

- a. Refilled dog waste dispensers and repair Wayne St. dispenser
 - b. Rotated seasonal information station displays to incorporate spring themes
 - c. Removed bags of trash along Randolph St. that was reported by a trail steward
 - d.
2. **Habitat improvement/ Invasives prevention-** Install boot cleaning stations including educational signs at trailheads to prevent (\$2,000).

Status: Complete

- a. Installed boot brush stations at all trailheads to aid in reducing the species of invasive species, particularly garlic mustard.



3. **Trail improvement-** Install 6' wide crushed stone path through east meadow to Wayne St. trailhead (\$5,000)
Status: On going
 - a. Applied for grant with Granger Inc to continue project, proposal pending.

4. **Conservation easement legal fees-** Protect Hickory Meadows in perpetuity through conservation easement (\$1,000)
Status: On going

7th Amendment to Agreement for Resource Management Services

This is an amendment dated _____, 2014, to the Agreement for Resource Management Services dated July 1, 2005 (Agreement) between the CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY, of 400 Boardman Avenue, Traverse City, Michigan, (the Authority) and the GRAND TRAVERSE CONSERVATION DISTRICT, a governmental subdivision of the State, of 1450 Cass Rd., Traverse City, Michigan 49685 (the District) as amended by the CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY and the GRAND TRAVERSE CONSERVATION DISTRICT on June 27, 2006, August 30, 2007, August 7, 2008, July 1, 2009, June 15, 2010, and June 1, 2011.

WITNESSETH:

WHEREAS, the Recreational Authority wishes to engage the services of the District to provide professional resource management assistance for its various public parkland properties; and

WHEREAS, the Grand Traverse Conservation District is well-suited for, and wishes to furnish, such technical and professional service to the Recreational Authority.

THEREFORE, the Recreational Authority and the District mutually agree as follows:

1) Scope of Services. The District shall provide services to the Recreational Authority in accordance with and as set forth in Schedule "A", Scope of Services, attached hereto and incorporated herein by reference. The Recreational Authority and the District agree that services provided will be further defined in a mutually agreeable Work Plan developed for each year of the agreement. A proposed annual Work Plan and project budget will be submitted to the Recreational Authority for approval in May of each year of this Agreement.

2) Compensation and Method of Payment. The Recreational Authority shall pay to the District and the District agrees to accept as full compensation for services under this agreement \$19,000.00 (Nineteen Thousand and no hundredths Dollars) annually in four equal installments of \$4,750.00 (Four Thousand Seven Hundred and Fifty and no hundredths Dollars). The first installment shall be due upon execution of this Agreement. The remaining payments shall be made quarterly thereafter.

3) Period of Performance. The obligations to be rendered under this Agreement shall commence July 1, 2014, and continue until June 30, 2017, or until terminated in accordance with paragraph 14. The Recreational Authority and the District agree to meet and confer annually on the approximate anniversary of this Agreement to discuss changes.

4) Independent Contractor. The relationship of the District and its employees to the Recreational Authority is that of an independent contractor and in accordance therewith, the District covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an officer, employee, or agent of the Recreational Authority 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.

5) District Responsibility. The District shall perform the work in a good and workmanlike manner and assume the risk in performing under this Agreement. The District shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property resulting from actions or negligence of its officers, agents, or employees.

6) Indemnity. The District shall defend, indemnify, and hold harmless the Recreational Authority, its officers and employees, from and against any and all claims, liabilities, losses, damages, actual attorney's fees, and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of the District or its employees, agents, or

subcontractors, in connection with performing this Agreement. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Workers Compensation. The District shall maintain suitable workers compensation insurance on its employees pursuant to Michigan law and the District shall provide a certificate of insurance or copy of state approval for self insurance to the Recreational Authority upon execution of this Agreement.

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

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

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

11. Qualifications of the District. The District specifically represents and agrees that its employees possess the experience, knowledge, and competence necessary to fulfill the duties required in this Agreement.

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

13. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by the District and the Recreational Authority.

14. Termination. This Agreement may be terminated either for:

A. Default, defined as the failure of the Recreational Authority or the District to fulfill a material obligation of this Agreement, in which case termination may be immediate; or

B. Lack of further need of the services under this Agreement due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding. In this case, only the Recreational Authority may terminate this contract by giving the District written notice of such cancellation thirty (30) days prior to the date of cancellation. Upon termination, the District shall be entitled to, and the terminating party shall pay, the costs actually incurred in compliance with and as approved under this Agreement until the date of such termination.

Termination of this Agreement by the District or the Recreational Authority shall cause this entire Agreement to be terminated.

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

Recreational Authority, such words shall be interpreted to be in the plural, masculine, or feminine as the sense requires.

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

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

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

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

WITNESS:

CITY OF TRAVERSE CITY AND
CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY

Ross Biederman, Chairman

Michael Groleau, Secretary

APPROVED AS TO FORM:

Karrie A. Zeits, General Counsel

GRAND TRAVERSE CONSERVATION
DISTRICT

Steve Timmer, Chair

Brian Hammer, Treasurer

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: PRESENTATION ON EVENT FACILITY MANAGEMENT
SERVICES PROPOSAL FOR HISTORIC BARNS PARK

Attached please find the proposal narrative from UnCommon Management LLC in response to the request issued in March. As requested by the Board at the April meeting, principals from UnCommon Management will make a presentation regarding their proposal on Wednesday night.

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UNCOMMON MANAGEMENT

EVENT FACILITY MANAGEMENT SERVICES at HISTORIC BARNS PARK

March 27, 2014

This is a proposal from UnCommon Management in Traverse City Michigan in response to the City of Traverse City and Charter Township of Garfield Recreational Authority's Request for Proposal (RFP) for Event Facility Management Services at Historic Barns Park.

CONTACT INFORMATION:

Tom Mair
612 Fifth St. West, Traverse City, MI 49684
traversegreen@yahoo.com
231-392-6121



INFORMATION/BACKGROUND ON CONTRACTOR

UnCommon Management's inception in 2012 started with a study about doing business with government and government contracts. Upon the planned announcement of a manager for the barns, research into the characteristics of similar venues began and pertinent information was collected in order to formulate a response once the RFP was published. We have combined the expertise of three seasoned professionals in order to address the unique requirements of a municipally owned recreation complex and its partners to offer Event Facility Management Services at the Historic Barns Park.

Tom Mair, Susan Odgers, and Derith Smith have combined their specialized individual experience in order to provide expert customer service while addressing the needs and concerns of the Recreational Authority Board, as well as its community and non-profit partners. We are a highly organized team, and each of us has been deeply involved in broad aspects of the local community for nearly thirty years. Among us we offer skills in performing arts management, entertainment event management & marketing, all aspects of municipal government, education, communication, and the ability to facilitate the use of the park property by diverse groups and interests.

As an L.L.C. registered in Michigan in 2014, UnCommon Management's office, when required, will be located convenient to or within the Commons. Alternatively, on-site meeting with prospective clients will be available upon request and within 24 hours of contact.

Key Contact: Tom Mair
Current address: 612 Fifth Street, Traverse City, MI 49684
Email address: traversegreen@yahoo.com
Telephone number: 231-392-6121

As the Project Manager, Tom Mair is exceptionally qualified for this business enterprise. He has been an interested party to the success of the Barns project since before the Recreational Authority proposed a millage to fund the project. As a City Parks & Recreation Commissioner, for six years, beginning in September 2002, Tom helped coordinate the logistics and ensured safe events for the community. He reviewed and approved items of business to be put before the City Commission for final approval. In addition to these normal duties, he also served the Parks & Recreation Commission as an informal liaison to the City of Traverse City & Township of Garfield Township Joint Recreational Authority.

As an operations manager (including facilities), Tom performed the day-to-day duties of a House Manager at a The Grand Traverse Cinemas nine screen multi-plex. With nine auditoriums the theatre had up to 1800 customers on a good weekend day. Running a busy theatre included scheduling of films, training and scheduling of personnel, as well as supervising concessions and box office. Prior to the multiplex, Tom was House Manager at the 1200-seat Birmingham Theatre in metro Detroit as an employee of the iconic Nederlander Organization. The Nederlander's are Broadway producers and run several outdoor music theaters. Backstage, Tom was the liaison between the main office and the performers, all of whom were members of the Actors Equity union. In the front-of-house, Tom supervised a large volunteer usher corps, concessions, and the box office.

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As an Assistant to this project, Derith Smith's municipal background compliments Tom's expertise. As both a Charter Township Clerk and Supervisor, Derith is experienced in the planning, management and coordination of a range of public events. Elections, social and recreational events often occurred simultaneously within the same complex during her tenure. Zoning regulations and safety codes were always a primary consideration, as public safety ensures customer enjoyment and satisfaction. Having worked closely with planning and zoning officials, police and fire officers, and code inspectors, Derith is well-versed in the adherence to federal, state and local laws that may apply to public events and facilities.

Financial reporting and recommendations to a board are an integral part of local government. As Clerk, Derith compiled a monthly financial report to the board, which included a record of rentals and/or reservations for several municipal facilities. As Supervisor, Derith designed and monitored all municipal budgets, including several self-sustaining operations based on fees and services extended to the general public. She has a comprehensive accounting background that includes both private and municipal financial reporting. In addition, she has facilitated software

selection and implementation for a variety of businesses that have required common access and timely updates.

In addition, Derith has facilitated and subcontracted for the maintenance and improvement of a variety of public facilities. This often included presenting options for board consideration that reflected the current budget, as well as investment for current and future revenue streams. Whether a repair or improvement was proposed, comprehensive research would be included in order to supply the background required for a board to make a well-informed decision in support of their goals.

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Rounding out this uniquely qualified team of partners, Susan Odgers will lend her broad range of expertise in order to foster collaboration with the existing partners and the community. Susan is a demonstrated, dedicated, and committed community professional with excellent follow-through skills. As a community relations expert, she is known in the community as a highly visible and hardworking connector/collaborator. She is an experienced educator of students in the areas of environmental sustainability, business, media, policy and leadership, health care, the arts and community.

A practiced wedding officiator and planner of weddings, she has supervised a bevy of consultants and conducted premarital consulting. Susan has been an advisor to the Traverse City Area Public Schools, area governments, Heidi Johnson's "Angels in Architecture" Grand Traverse Commons project, Earth Day, Traverse City Film Festival, Women's History Project, Michigan Friends of Public Libraries and many others. She is a successful fundraiser who trained through the Indiana University Fundraiser School-Lilly School of Philanthropy. Her results include substantial funds raised for Michigan Protection & Advocacy Services, Real People Media, Living Through Art, the film production, "Street Fighting Man," Haitian Midwifery Clinic, and many others.

Susan has created monthly environmental programs for the past 15 years in the lower level of Horizon Books, Traverse City and acted as a consultant to cities and townships regarding universal design for their parks, piers, beaches, nature areas, buildings, campgrounds, and recreational/ community programs.

She is an experienced performer and creator in all forms of media, having developed and distributed promotional materials, newsletters, social media, film, print, TV/cable, and radio. In addition, she is a presenter and public speaker for programs at all levels in our community. A long list of references and the specific programs is available upon request.

Handicapped eligible business/set aside incentive, Handicapper Business Opportunity Act, Public Act 112 of 1988 MCL 450.791-450.795

There is no negative history to disclose for the three.

KEY PERSONNEL/QUALIFICATIONS

TOM MAIR – Tom was employed in the area of venue management as a manager at a Cine-plex and at a “live performance” Broadway theatre. He has a current Business Administration education from Ferris State University. His government experience was with the U.S. Department of Transportation as a manager and as a Parks & Recreation Commissioner for the City of Traverse City. Tom is a life-long lover & supporter of the performing & visual arts and an award-winning environmentalist. He was a bonded and licensed Artist Manager-Promoter for fourteen years. Tom was the first hire at Harmony House of Traverse City, helped launch the store, and soon was quickly promoted to store General Manager. Along with operating this retail store in downtown Traverse City, Tom also managed a Ticketmaster Outlet inside the shop. With a keen sense of how to steer through chaos, Tom enjoys new businesses and the trials and tribulations that naturally occur, especially in launch and roll-out. Within his career, Tom has presented and co-presented a few thousand events, from 99-seat nightclubs and outdoor concerts, to shows in small arenas, as well as representing dozens of venues, artists, and record labels. In addition to shows, Tom has experience in food & beverage in catering and restaurants. He is an avid Twitter user and knows how it is best utilized for disseminating news and public relations information.

SUSAN ODGERS – Susan has owned a communications consulting business in Traverses City since 1987. She holds a Master’s and doctoral degree (ABD) in counseling psychology from Wayne State University, Detroit. For the last twenty-five years, she’s also been an award-winning professor at Northwestern Michigan College. Additionally, she’s been a longtime faculty member at Ferris State University and Grand Valley State University in Traverse City. As a graduate of the Traverse City Chamber of Commerce’s Leadership Grand Traverse Program, Susan was an instructor of leadership for several years in the program and is a member of the Leadership Grand Traverse Council/Fellowship program board. At Munson Hospital, Susan is a founding member of the Family Advisory board. She also is a longtime member of the Recipient Rights Board and in the last year, joined the advisory panel for the Cowell Cancer Center. From 1996-2013 she was a member and past president of the state board, Michigan Protection & Advocacy Services, Inc. MPAS’s annual budget is nearly \$5 million. In 2010, she began writing a monthly column for the *Traverse City Record Eagle* “Adapted in TC”. Susan received the Sara Hardy Humanitarian of the Year award by the Traverse City Human Rights Commission in 2010.

DERITH SMITH – Derith earned a Bachelor of Science degree in Liberal Studies from Grand Valley State University. This degree included a minor in Environmental Studies and concentrated on policy and leadership. Included were several local projects focused on reducing and reusing household and hospital waste. She served as an elected official for nearly two decades as both a Township Clerk and Supervisor. With a focused interest on community and the environment, she has served on a variety of regional boards in organizing and increasing the interaction between them. A long-time volunteer with ReLeaf Michigan, she has facilitated many educational seminars and tree plantings in the region. Her experience includes the development of policies and contracts for municipal functions, governmental budgeting and accounting, and the scheduling and coordination of public events and facilities. In addition, she has consulted on software selection/implementation and all aspects of municipal recreation grants.

Work Distribution Chart (an example; not all duties shown here)

Tom – Project Manager	Derith Smith	Susan Odgers
Bookings	Financial Reporting	Calendaring
Business Plan	Development of Contracts	Communications
Marketing Plan	Policies & Procedures	Staffing Events

PAST EXPERIENCE/REFERENCES

Tom Mair:

Robert Parsons, Cineplex Manager, Grand Traverse Cinemas

Contact: Carmike Cinemas District Office, 3200 S. Airport Rd W., Traverse City MI 49684, 231
941-9575

Susan Odgers:

Doug Luciani

President and CEO of the Traverse City Area Chamber of Commerce

Luciani@tcchamber.org

Traverse City Area Chamber of Commerce

202 East Grandview Parkway

Traverse City, Michigan 49684 231-947-5075

Contract:

Client: Traverse City Area Chamber of Commerce

Leadership Trainer, Leadership Grand Traverse Program

Contract Term: 2007-2009

Staff Assigned to the Project: Susan Odgers

Client: Northwestern Michigan College

Innovation Training Grant

Contract term: 2010-2011

Staff Assigned: Susan Odgers and Regis McCord

Client: City of Mt. Pleasant, Michigan

Office of the City Manager

Creating Access for Persons with Disabilities

Contract Term: 1990

Staff Assigned: Susan Odgers

Derith Smith:

Christopher L. Buday, Former Director Grand Traverse County Department of Public Works

1740 Heron Cove Dr

Lutz, FL 33549

(813) 529-3625 cbuday@earthlink.net

UNDERSTANDING OF SCOPE OF SERVICES

The Recreational Authority Board expects the facility operations and management will include booking, operations, staffing, marketing, and event coordination as primary activities that will incorporate the ability to work with and coordinate third-party providers (e.g., wedding planners, caterers, shuttle services, and promoter). Experience and expertise in zero-waste events is highly desirable, as is experience in accommodating offsite and/or shared parking arrangements. The term "facilities" herein refers to any structure or space available within the Historic Barks Park available for events as approved by the Recreational Authority Board unless otherwise indicated.

UnCommon Management believes the best way to tackle the items to be accomplished within the Scope of Services and Contractor Responsibilities is to utilize a critical path system in order to produce a priority order as a process. This is of vital importance in organizing an effective work flow and producing the best customer service. This path would include building the *infrastructure* before the venue is launched. Key items include the Event Calendar Plan, preparation of the Annual Budget, and the Marketing Plan with a Marketing Budget. Administrative items in this category include: the development and ongoing coordination of administration policies, procedures, calendars, user contracts and materials, and maintenance plan. Ensuring compliance with federal, state, and local laws, rules and legislation, including health, fire and safety codes will be an integral focus in the development of these items, which need to be complete before the Historic Barn can be utilized as a venue.

The next level of preparation is to list and prepare for the *Periodic* items in the Scope of Services. These items can be organized and flexibility will be required until the infrastructure items are complete.

Flexibility and dedication to this project as a top priority will be required to achieve success. UnCommon Management is prepared to become an effective partner in this remarkable community endeavor by committing to these qualities.

BUSINESS PHILOSOPHY

We are the glue that holds planning in the park together. We are organizers. From watching over the facilities as they are remodeled to taking reservations for events in the future. UnCommon Management is at the center of the Historic Barns Park in every way. We are committed to the original vision of restoring the property to a useful state for the community while growing the property to become a destination for all types of events. We are the keeper of the calendar, the liaison between stakeholders, and the official booking management of the Cathedral Barn, the Amphitheatre, and coordinator for the other venues managed by the stakeholders.

The Recreational Authority and the Historic Barns Park is the only set of venues we are considering managing. We plan to be exclusive bookers of the Barns and adjacent property and do not believe that outside Event Managers who book other venues can represent the Barns as well as we can.

We are prepared to plan and produce some exclusive events at the Barns and do not believe that outside Event Managers should book events for our Stakeholders. We expect to be the manager for the "Recreational Authority Opening Gala."

We believe that the Historic Barns Park is the next big thing in Northern Michigan. Our goal is to earn the designation as the "Best Venue in Northern Michigan."

We believe in a Model Workplace where everyone – customer, stakeholder, and employee – is treated kindly and respectfully. We will treat everyone who comes to the Barns as though they are part of the community that the Barns serve.



THANK YOU !

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: FISCAL YEAR 2013/2014 BUDGET AMENDMENTS

The Authority's financial administrators at Garfield Township are in the process of determining whether they need to prepare budget amendments for the current fiscal year. If necessary, these amendments will need to be approved by the Board at the June 4, 2014, meeting. A public hearing will also need to be scheduled and advertised for the June 4 meeting regarding the budget amendments, so I recommend the following motion:

That a public hearing regarding budget amendments for Fiscal Year 2013/2014 be scheduled for June 4, 2014.

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The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: CONSIDERATION OF RECOMMENDED FISCAL YEAR
2014/2015 BUDGET AND PUBLIC HEARING

Attached is the proposed Budget for Fiscal Year 2014/2015 for your review and input. I would like to highlight a few items:

- Significant oncoming efforts include the Phase I renovation work on the Cathedral Barn, implementation of the event management business activities at Historic Barns Park, rehab work on the Pavilion, and implementation of the \$200,000 EPA Cleanup Grant.
- The Operating Fund presumes a subsidy of \$45,000 to facilitate a partial year of Facility Management fees and marketing. For the coming fiscal year, much will depend on the timing of construction work on the Cathedral Barn. This figure is based on projections in the Authority's Business Plan.
- In the Construction Bond Fund, \$116,000 is budgeted for construction-related activities at Historic Barns Park. This money could be used to backstop work on the Barn and Pavilion.

The proposed budget needs to be approved by the Garfield Township Board and the City Commission. It then returns to you for a public hearing prior to budget approval.

I recommend the following motion:

That the proposed 2014/2015 Budget for the City of Traverse City and Charter Township of Garfield Recreational Authority be submitted to the Traverse City City Commission and Garfield Township Board for their approval; and that a public hearing on the budget be scheduled for June 4, 2014.

City of Traverse City and Charter Township of Garfield
Recreational Authority

Comprehensive Annual Budget
Fiscal Year July 1, 2014 to June 30, 2015

Board of Directors:

Ross Biederman, Chair

Tim Hughes, Treasurer

Michael Groleau, Secretary

Molly Agostinelli, Director and Garfield Township Trustee

Chris Bzdok, Director

Jeanine Easterday, Director and Traverse City City Commissioner

Matt McDonough, Director

Executive Director:

Matt Cowall

City of Traverse City and Charter Township of Garfield
RECREATIONAL AUTHORITY
OPERATING FUND
For the Fiscal Year End June 30, 2015

	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Budget	FY 13/14 Projected	FY 14/15 Recommended
REVENUES						
Property Taxes	\$ 151,077	\$ 149,897	\$ 149,569	\$ 152,000	\$ 151,500	\$ 152,000
Interest Income	168	104	163	100	200	200
Refunds, Reimbursements & Grants	5,852	5,402	115,308	-	40,000	200,000
Barns Park Rental Revenues	-	-	-	-	-	20,000
TOTAL REVENUES	157,097	155,403	265,040	152,100	191,700	372,200
EXPENDITURES						
Office Expenses	3,479	1,697	1,903	2,500	2,000	2,500
Professional Services	256,470	90,157	78,210	149,500	80,000	387,500
Printing	405	157	403	-	-	-
Insurance & Bonds	2,851	2,871	2,835	3,000	3,120	4,000
Utilities/Property Maintenance	10,490	14,998	14,708	24,400	13,800	20,000
Transportation	-	-	439	2,000	1,950	2,000
Capital Outlay	-	-	168,973	-	-	10,000
TOTAL EXPENDITURES	273,695	109,880	267,471	181,400	100,870	426,000
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	(116,598)	45,523	(2,431)	(29,300)	90,830	(53,800)
Beginning Fund Balance	276,224	159,626	205,149	202,718	202,718	293,548
Ending Fund Balance	\$ 159,626	\$ 205,149	\$ 202,718	\$ 173,418	\$ 293,548	\$ 239,748
Millage Rate	0.0994					

Narratives to Budget Sheets

Operating Fund:

This fund is the core fund for the general operations of the Authority. The millage rate to be levied on the winter tax bills will be the same as last year - **.0994**.

The primary goals of the Recreational Authority, supported by funding in the proposed budget for the coming fiscal year are: (1) Implementation of the Historic Barns Park Capital Campaign for Phase I capital improvements to Historic Barns Park; (2) implementation of the Historic Barns Park Business Plan, focused on preparations for the facilities rental enterprise; and (3) implementation of the U.S. EPA Brownfields Cleanup Grant for environmental cleanup work at Historic Barns Park. Deficit spending in the Operating fund is anticipated for the next two to three years until revenues from the facilities rental enterprise are sufficient to cover those expenses.

Breakdowns for various line items of the Operating Fund are as follows:

Professional Services

Executive Management Services (Land Information Access Association)	\$ 60,000.00
Treasury/Financial Management Services (Charter Township of Garfield)	\$ 5,933.00
Hickory Meadows Management (Grand Traverse Conservation District)	\$ 19,000.00
EPA Cleanup (Grant funded)	\$ 200,000.00
Events Management	\$ 45,000.00
Legal	\$ 5,000.00
Audit	\$ 2,500.00
Miscellaneous Consulting	\$ 10,000.00
Miscellaneous/Contingency (10% of overall budget)	\$ 40,000.00

Total	\$ 387,433.00
<u>Allocation Recommended</u>	<u>\$ 387,500.00</u>

Office Expenses Total	\$ 2,480.00
<u>Allocation Recommended</u>	<u>\$ 2,500.00</u>

(Operating Fund – Continued)

Insurance & Bonds Total	\$ 4,000.00
<u>Allocation Recommended</u>	<u>\$ 4,000.00</u>

Utilities/Property Maintenance

Historic Barns Park Miscellaneous Maintenance & Snowplowing	\$ 8,000.00
Operating Utilities (gas and electric for barn)	\$ 7,000.00
Hickory Meadows Work Plan	\$ 5,000.00

Total	\$ 20,000.00
<u>Allocation Recommended</u>	<u>\$ 20,000.00</u>

Capital Projects

Construction work on Pavilion and Barn	\$ 10,000.00
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Total	\$ 10,000.00
<u>Allocation Recommended</u>	<u>\$ 10,000.00</u>

Travel Total	\$ 2,000.00
<u>Allocation Recommended</u>	<u>\$ 2,000.00</u>

Operating Fund Total	<u>\$426,000.00</u>
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City of Traverse City and Charter Township of Garfield
RECREATIONAL AUTHORITY
PROPERTY ACQUISITION and CONSTRUCTION BOND FUND
For the Fiscal Year End June 30, 2015

	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Budget	FY 13/14 Projected	FY 14/15 Recommended
REVENUES						
Interest Income	\$ 474	\$ 240	\$ 152	\$ 150	\$ 100	\$ 20
Refunds, Reimbursements & Grants	-	-	-	-	112,672	-
TOTAL REVENUES	474	240	152	150	112,772	20
EXPENDITURES						
Professional Services	22	-	-	32,000	141,600	1,000
Office Expenses & Bank Fees	-	20	47	50	100	100
Capital Outlay	-	152,000	-	-	-	115,000
TOTAL EXPENDITURES	22	152,020	47	32,050	141,700	116,100
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	452	(151,780)	105	(31,900)	(28,928)	(116,080)
<hr/> <hr/>						
Beginning Fund Balance	297,232	297,684	145,904	146,009	146,009	117,081
Ending Fund Balance	\$ 297,684	\$ 145,904	\$ 146,009	\$ 114,109	\$ 117,081	\$ 1,001

Property Acquisition and Construction Bond Fund:

This fund represents the remainder of the bond proceeds. Essentially the entire remainder is being allocated this year to support capital improvements in Historic Barns Park, focused on the Cathedral Barn and the Pavilion. Breakdowns in the two line items are as follows:

Professional Services

Construction Related Oversight	\$ 1,000.00
Office Expenses & Bank Fees	\$ 100.00

Total **\$ 1,100.00**

Allocation Recommended **\$ 1,100.00**

Capital Outlay

Construction Work on Cathedral Barn and Pavilion	\$115,000.00
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Total **\$115,000.00**

Allocation Recommended **\$115,000.00**

Property Acquisition and Construction Bond **\$116,100.00**
Fund Total

City of Traverse City and Charter Township of Garfield
RECREATIONAL AUTHORITY
LONG TERM GENERAL OBLIGATION DEBT RETIREMENT FUND
For the Fiscal Year End June 30, 2015

	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Budget	FY 13/14 Projected	FY 14/15 Recommended
REVENUES						
Property Taxes	\$ 407,200	\$ 403,747	\$ 399,086	\$ 450,000	\$ 450,500	\$ 460,000
Interest Income	92	12	-	-	5	-
Refunds & Reimbursements	-	-	-	-	5,094	-
TOTAL REVENUES	407,292	403,759	399,086	450,000	455,599	460,000
EXPENDITURES						
Fees	-	-	-	500	500	500
Principal	160,000	185,000	210,000	240,000	240,000	320,000
Interest	242,733	243,710	230,360	222,100	162,266	125,069
TOTAL EXPENDITURES	402,733	428,710	440,360	462,600	402,766	445,569
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	4,559	(24,951)	(41,274)	(12,600)	52,833	14,431
Beginning Fund Balance	409,267	413,826	388,875	347,601	347,601	400,434
Ending Fund Balance	\$ 413,826	\$ 388,875	\$ 347,601	\$ 335,001	\$ 400,434	\$ 414,865

Millage Rate 0.3000

Long Term General Obligation Debt Retirement Fund:

The sole focus of this fund is to make the required payments on the general obligation bonds. This millage rate can fluctuate depending on the amount of debt service that has to be paid in the current fiscal year. Based on last year's receipts and a debt service this fiscal year of \$445,600, the millage rate to be levied on the winter and summer tax bills for this fiscal year will be **.3000**, up slightly from last year's millage rate of .2900.

The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: CONSIDERATION OF COMMUNITY GARDEN REQUEST FOR
ADDITIONAL FENCED AREA

The Community Garden at Historic Barns Park is full for the season and is now waitlisted. The TC Community Garden group (TCCG) received two grants in April to help it move forward on plans to install irrigation and improved fencing. As part of that plan, TCCG is looking to expand the footprint available for gardening on the east end of the current plots, within the territory originally allocated to Little Artshram (i.e., for community gardening).

The attached drawings compare the current footprint of fencing to the proposed new fencing and irrigation installation. The fencing itself is still under design; TCCG is planning to submit those plans to you in June. However, they are ready right now to proceed with the irrigation, and as the drawings depict, the new irrigation would extend into the newly fenced area. To move forward with the irrigation, TCCG wants to first make sure that the Board is amenable to the expansion of the current garden footprint.

For my part, I see this as a very positive development for the Community Garden, particularly given that plot demand currently exceeds capacity. Irrigation will also be a welcome addition. The expansion is appropriately located in an area that has been historically earmarked for such activities, and it is away from areas that will likely be disturbed by future plans for development around the barns. Therefore I recommend the following motion:

That the requested expansion area for additional plots in the Community Garden be approved.



The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: REPORTS

Expected reports for Wednesday include:

- Updates from Management Entities at Historic Barns Park (Botanic Garden, SEEDS)
- Community Garden
- Any reports from Board members
- Executive Director's report and possible verbal updates
- U.S. EPA Brownfields Cleanup Grant

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The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE MEETING OF MAY 7, 2014

DATE: FRIDAY, MAY 2, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: EXPENDITURES APPROVED BY EXECUTIVE DIRECTOR

The following are expenditures that I have approved.

General Operating Fund:

Grand Traverse Conservation District	Quarterly management fee	\$ 4,750.00
Smith Haughey Rice & Roegge	March attorney fees	\$ 545.30
Land Information Access Association	Management services, March	\$ 3,761.25
Land Information Access Association	Copies, postage, RE Legal notices, mileage	\$ 596.96
Consumers Energy	Electric bill, March	\$ 23.99
Consumers Energy	Electric bill, April	\$ 35.96

Debt Service Fund:

None		
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Construction Bond Fund:

None		
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