

Traverse City Downtown Development Authority Regular Meeting Zoom Meeting

Friday, August 21, 2020

8:00 am

The Downtown Development Authority Meeting will not be held at the Governmental Center. The Downtown Development Authority Meeting will be conducted remotely Via Zoom Webinar

Quick Highlights for Viewing and Participating
(Finer Details Below)

The Downtown Development Authority Meeting will be broadcast live on Cable Channel 191 and streamed at:

<https://www.tacm.tv/govtvnow.asp>



Anyone wishing to give public comment will need to call in and wait in a "virtual waiting room" where their microphones will be muted until they are called upon:

Dial: 312-626-6799

Meeting ID: 857 2037 1897

Participant ID: # (yes just #)

Posted and Published

The DDA recognizes the importance of not bringing people together unnecessarily in an effort to stop the spread of COVID-19. The Governmental Center has been closed to walk-in traffic and will be closed for DDA meetings for the foreseeable future. Members of the DDA will not be present in the Governmental Center for official DDA meetings.

For the foreseeable future, the DDA does not intend to convene other committees of the DDA unless there is critical action to be taken; meetings that do not need to be held will not be held. The meeting is being conducted remotely to assist in stopping the spread of COVID-19. Individuals with disabilities may participate in the meeting by calling-in to the number as though they were going to be giving public comments as outlined below or by calling the TDD#. Individual members of the DDA may be contacted via email. Member email addresses can found at the DDA website: dda.downtowntc.com

DDA meetings will continue to be broadcast live on Cable Channel 191 and

will be streamed live at: <https://www.tacm.tv/govtvnow.asp>.

For members of the DDA and key staff, their name will appear on screen when they are speaking. For individuals who may wish to give public comment, the method for providing public comment during these remote-participation meetings is to call: 312-626-6799 and enter the Meeting and Participant ID.

Callers wishing to give public comment may call in before the meeting starts and wait in a "virtual waiting room." Going forward, these instructions will be included in every published agenda of the DDA. Those calling in will be able to hear the audio of the DDA meeting, yet their microphone will be muted.

When the DDA accepts public comment, in the order calls were received, the meeting facilitator will identify the caller by the last four digits of their telephone number and ask them if they would like to make a comment. While not required, but so we do not have to go through an unnecessarily long list of callers, we ask, if possible, that those who do not wish to give public comment refrain from calling in and instead listen to the meeting online at: <https://www.tacm.tv/govtvnow.asp> or on Cable Channel 191.

The DDA CEO 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 DDA Office

The City of Traverse City and Downtown Development Authority are committed to a dialog that is constructive, respectful and civil. We ask that all individuals interacting verbally or in writing with board members honor these values.

Downtown Development Authority:
c/o Jean Derenzy, CEO
(231) 922-2050
Web: www.downtowntc.com
303 East State Street, Suite C
Traverse City, MI 49684

Welcome to the Traverse City Downtown Development Authority meeting!

Agenda

	Page
1. CALL TO ORDER	
2. ROLL CALL	
3. OPENING PUBLIC COMMENT	
4. CONSENT CALENDAR	
<i>The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one DDA Board motion without discussion. Any member of the DDA Board, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for individual consideration by the DDA Board; and such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single DDA Board action adopting the consent calendar.</i>	
A. Consideration of Minutes for the Regular Meeting of July 17, 2020 (approval recommended)	7 - 11
Downtown Development Authority Regular Meeting July 17, 2020 - Minutes - PDF	
B. Consideration of approving the financial report and disbursements for DDA, TIF 97, Old Town TIF, Parking Services and Arts Commission for July 2020 (approval recommended)	13 - 21
DDA , TIF 97, Old Town TIF Financials July 2020 - PDF	
TC Parking Services Financials July 2020 - PDF	
TC Arts Commission Financials July 2020 - PDF	
C. Consideration of approving the Development Agreement EGLE Grant (approval recommended)	23 - 40
EGLE Grant Approval - Memo	
EGLE Grant Implementation Agreement - PDF	
D. Consideration of approving the change order with Elmer's to add a meter district to Randolph Street (approval recommended)	41 - 43
New Meter District - Randolph Street - Memo	
New Meter District - Randolph Street - PDF	

5. OLD BUSINESS	
A. Governance Committee	45 - 48
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6. SPECIAL ORDER OF BUSINESS	
A. Taxing Partners Information Overview Pursuant to Michigan Public Act 57 of 2018	49
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Lot G Appointment to Committee - Memo	
C. Downtown Tree Development Plan	55 - 56
Downtown Tree Development Plan - Memo	
D. Strategic Plan	57
Strategic Plan CEO Report	
8. BOARD MEMBER REPORTS	
A. Arts Commission (Hershey)	59
TC Arts Commission Board Report - Memo	
9. STAFF REPORTS	
A. Community Police Update (Officer Culver)	
B. Front Street Closure Update (Burkholder & Viox)	61 - 62
Front Street Closure Staff Report - Memo	
C. Parking Services Update (VanNess)	63 - 64
TC Parking Services Updates August 2020 - Memo	
10. RECEIVE AND FILE	
A. DTCA July 2020 Minutes	65
DTCA Board Minutes June 25, 2020 - PDF	
B. Marketing Update	67 - 107
Marketing Update - Memo	
DDA Facebook July 2020 - PDF	

[DTCA Facebook July 2020 - PDF](#)
[DTCA Instagram July 2020 - PDF](#)
[DTCA Street Sale Analytics - PDF](#)

11. CLOSING PUBLIC COMMENT

12. CLOSED SESSION MCL 15.268(A) (MOTION REQUIRED)

A. CEO Evaluation

13. ADJOURNMENT



**Minutes of the
Downtown Development Authority for the City of Traverse City
Regular Meeting
Friday, July 17, 2020**

A regular meeting of the Downtown Development Authority of the City of Traverse City was called to order at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, at 8 a.m.

The following Board Members were in attendance: Mayor Jim Carruthers, Board Vice Chair Gabe Schneider, Board Member Steve Nance, Board Member Peter Kirkwood, Board Secretary Stephen Constantin, Board Treasurer Scott Hardy, Board Member Debbie Hershey, Board Member Collette Champagne, Board Member T. Michael Jackson, Board Chair Leah Bagdon-McCallum, and Board Member Jeff Joubran

The following Board Members were absent: Board Member Richard Lewis

Chairperson Bagdon-McCallum presided at the meeting.

(a) **CALL TO ORDER**

The meeting was called to order by Vice-chairperson Schneider at 8:01 am.

(b) **ROLL CALL**

- (1) Agenda amended to include first public comment.
Motion to approve agenda as presented.

Moved by T. Michael Jackson, Seconded by Jeff Joubran

Yes: Jim Carruthers, Gabe Schneider, Steve Nance, Peter Kirkwood, Stephen Constantin, Scott Hardy, Debbie Hershey, Collette Champagne, T. Michael Jackson, Leah Bagdon-McCallum, and Jeff Joubran

Absent: Richard Lewis

CARRIED. 11-0-1 on a recorded vote

(c) **OPENING PUBLIC COMMENT**

No public comment.

(d) **CONSENT CALENDAR**

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

- (1) Approval of Minutes for the Regular Meeting of June 19, 2020
- (2) Approval of the financial report and disbursements for DDA, TIF 97, Old Town TIF, Parking Services and Arts Commission for June 2020
Motion to approve consent calendar as presented.

Moved by Leah Bagdon-McCallum, Seconded by Jeff Joubran

Yes: Jim Carruthers, Gabe Schneider, Steve Nance, Peter Kirkwood, Stephen Constantin, Scott Hardy, Debbie Hershey, Collette Champagne, T. Michael Jackson, Leah Bagdon-McCallum, and Jeff Joubran

Absent: Richard Lewis

CARRIED. 11-0-1 on a recorded vote

(e) **CEO REPORT**

- (1) TraverseConnect One-Year Agreement

Comments from Presenter:

Discussion and summary of the overview and scope of services of the TraverseConnect agreement with Warren Call, TraverseConnect CEO.

Comments from the Board:

- Carruthers asked for clarification on the contract term, other entities who are partnering for a similar agreement, and expressed budgetary concerns.
- Kirkwood asked for metrics to evaluate value.
- Champagne commented on Hagerty's support of the TraverseConnect effort to attract a quality workforce.
- Hardy commented on the importance of the DDA focusing on the agreement that will support the downtown property and business owners.
- Jackson expressed concern on the value of the agreement and budget.
- Hershey supported the goal to attract future businesses, and asked for clarification on termination clause.

Approval of the TraverseConnect contract for services in the total amount of

\$40,000. Furthermore, that authorization is hereby given to the Chair to sign the contract, subject to approval as to substance by the CEO and form by the DDA Attorney.

Moved by Leah Bagdon-McCallum, Seconded by Jeff Joubran

Yes: Gabe Schneider, Steve Nance, Peter Kirkwood, Stephen Constantin, Scott Hardy, Debbie Hershey, Collette Champagne, Leah Bagdon-McCallum, and Jeff Joubran

No: Jim Carruthers and T. Michael Jackson

Absent: Richard Lewis

CARRIED. 9-2-1 on a recorded vote

(2) Approval of Grant Agreement - MEDC Salons/Spas/Fitness Centers

Comments from the Board:

- No comments from the board on this item.

That the DDA Board approve the Michigan Economic Development Corporation Match on Main COVID-19 Response Program Grant Agreement with authorization for the Chair and Secretary to execute such Agreement subject to approval as to substance by the DDA CEO and to form by the DDA Attorney.

Further, that the DDA Board authorizes the CEO to submit the disbursement request to MEDC and compliance certificate.

Moved by T. Michael Jackson, Seconded by Peter Kirkwood

Yes: T. Michael Jackson, Jim Carruthers, Gabe Schneider, Steve Nance, Peter Kirkwood, Stephen Constantin, Scott Hardy, Debbie Hershey, Collette Champagne, Leah Bagdon-McCallum, and Jeff Joubran

Absent: Richard Lewis

CARRIED. 11-0-1 on a recorded vote

(3) Discussion and Overview Parking Fees

Comments from the Presenter:

- Hardy provided an overview of the history of the TDM work plan initiatives covered by the DDA Parking Subcommittee.
- Discussion and summary of moving towards a parking management approach that will phase in rate changes that will go to City Commission to be studied before coming back to the Board was provided by Nicole VanNess, Transportation Mobility Director.

Comments from the Board:

- Carruthers expressed that he would like to see TDM objective and rate increases implemented. He would like to see us work with our partners on transportation alternatives.
- Kirkwood expressed rate increase effects on service industry workers and asked for materials to educate the public on changes.
- Constantin reviewed the objective of the Parking Subcommittee to develop a Parking Master Plan.
- Hardy commented on the need for Parking to have autonomy to make changes based on the needs of downtown.
- Jackson looks forward to getting the Parking Subcommittee back together to move this plan forward.

(4) Progress on Strategic Plan

Comments from the Board:

- Hardy suggested adding a projected end date.
- Schneider commented that less is more and the one page summary is more important.
- Carruthers commented on the Lower Boardman Unified Plan and transit objectives.
- Jackson asked how the Lower Boardman Plan related with the Fish Pass Project.

(5) Uptown Riverwalk

Comments from the Board:

- Schneider commented on the use and importance of moving this project forward.
- Jackson inquired about opening up the steps and adding signage.
- Carruthers asked to confirm the outstanding items related to ADA.

(f) BOARD MEMBER UPDATES

(1) Farmers Market (Hardy)

Hardy asked Nick Viox to provide an update on the Farmers Market.

(2) Arts Commission (Hershey)

Hershey reminded and invited everyone of the unveiling of the mural at the GTACS Boathouse at Hull Park.

(g) STAFF REPORTS

(1) Community Police Update (Officer Culver)

Officer Culver was not in attendance and did not provide a written update for the Board.

(2) Update on Front Street Closure (Burkholder & Viox)

Comments from the Board:

- Carruthers supported reviewing the two-way traffic on State Street, and inquired about Ambassador program downtown.
- Joubran commented on his experience with enforcing face masks.
- Kirkwood commented on the challenge of masking and importance of the Ambassadors.
- Nance asked that everyone stay vigilant and avoid becoming lax to offer support of wearing masks.
- Schneider suggested having a COVID agenda item to provide updates.
- Derenzy provide clarification on budget item.

(3) Parking Services Update (VanNess)

(h) RECEIVE AND FILE

(1) DTCA June 2020 Minutes

(2) TCBN Article June 2020

(i) PUBLIC COMMENT

No public comment.

(j) ADJOURNMENT

(1) Motion to adjourn meeting.

The meeting was adjourned at 10:18 am.

Benjamin Marentette, City Clerk

4:01 PM
08/17/20
Cash Basis

Downtown Development Authority
Balance Sheet
As of July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Fifth Third Checking - 3112	3,085,350.25
Fifth Third Savings - 6740	202,369.33
Petty Cash	548.19
Total Checking/Savings	3,288,267.77
Accounts Receivable	
Accounts Receivable	437.75
Total Accounts Receivable	437.75
Other Current Assets	
Due From APS	-941.56
Due From Arts Council	352.00
Due From DTCA	320.51
Payroll Advance	2,001.86
Total Other Current Assets	1,732.81
Total Current Assets	3,290,438.33
Other Assets	
Due From Other Funds	51,790.00
Pre-Paid Expense	6,920.00
Total Other Assets	58,710.00
TOTAL ASSETS	3,349,148.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	45,949.00
Total Accounts Payable	45,949.00
Credit Cards	
First National - 2189	-127.67
First National - 8689	4,409.02
Total Credit Cards	4,281.35
Other Current Liabilities	
Buy Local Give Local Campaign	1,000.00
Accrued Payroll Liabilities	2,025.55
Accrued Salaries	14,169.22
Deferred Income	2,000,000.00
Deposits Payable	
Double Up Food Bucks	5,268.00
EBT Bridge Card	7,896.90
NCF Reimbursements	346.00
Prescriptions for Health	2,700.00
Project Fresh	4,926.00
Senior Project Fresh	-6,647.00
Deposits Payable - Other	2,288.00
Total Deposits Payable	16,777.90
Direct Deposit Liabilities	-66.96
Due to Other Funds	385,993.65
GRANTS	
EGLE -- Cornwell Development	-312.50
GRANTS - Other	-47,209.00
Total GRANTS	-47,521.50

4:01 PM
08/17/20
Cash Basis

Downtown Development Authority
Balance Sheet
As of July 31, 2020

	Jul 31, 20
Payroll Liabilities	
457k Payable	-3,564.36
Health Insurance Payable	2,142.05
Life Insurance Payable	2,525.13
State Income Tax Payable	1,781.05
State Unemployment Tax Payable	-751.91
Total Payroll Liabilities	<u>2,131.96</u>
Total Other Current Liabilities	<u>2,374,509.82</u>
Total Current Liabilities	<u>2,424,740.17</u>
Total Liabilities	<u>2,424,740.17</u>
Equity	
Opening Bal Equity	107,606.27
Retained Earnings	539,327.68
Net Income	<u>277,474.21</u>
Total Equity	<u>924,408.16</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,349,148.33</u></u>

4:02 PM
08/17/20
Accrual Basis

DDA - TIF97
Balance Sheet
As of July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Fifth Third Checking - 8026	2,776,410.10
Total Checking/Savings	2,776,410.10
Accounts Receivable	
Accounts Receivable	672,248.19
Total Accounts Receivable	672,248.19
Total Current Assets	3,448,658.29
Other Assets	
Due From Other Funds	292,933.23
Total Other Assets	292,933.23
TOTAL ASSETS	3,741,591.52
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.04
Total Accounts Payable	0.04
Other Current Liabilities	
Deferred Revenue	672,248.19
Due To Other Funds	48,290.00
Total Other Current Liabilities	720,538.19
Total Current Liabilities	720,538.23
Total Liabilities	720,538.23
Equity	
Opening Bal Equity	-21,200.00
Retained Earnings	3,042,253.29
Total Equity	3,021,053.29
TOTAL LIABILITIES & EQUITY	3,741,591.52

4:04 PM
08/17/20
Accrual Basis

**DDA Old Town TIF
Balance Sheet
As of July 31, 2020**

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Fifth Third Checking - 0650	141,288.79
Total Checking/Savings	141,288.79
Total Current Assets	141,288.79
Other Assets	
Due From Other Funds	93,060.42
Total Other Assets	93,060.42
TOTAL ASSETS	234,349.21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due To Other Funds	3,500.00
Total Other Current Liabilities	3,500.00
Total Current Liabilities	3,500.00
Total Liabilities	3,500.00
Equity	
Retained Earnings	230,849.21
Total Equity	230,849.21
TOTAL LIABILITIES & EQUITY	234,349.21

08/12/2020 10:55 AM
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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 07/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/20	YTD BALANCE 07/31/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND							
Revenues							
Dept 000 - NON-DEPARTMENTAL							
585-000-451.073	RAMSDELL GATE FEES	0.00	67.50	67.50	0.00	(67.50)	100.00
585-000-502.000	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
585-000-651.000	PARKING DECK PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
585-000-652.000	PARKING FEES-COIN	800,000.00	72,994.83	72,994.83	0.00	727,005.17	9.12
585-000-653.000	PERMITS-SURFACE LOTS	150,000.00	7,898.00	7,898.00	0.00	142,102.00	5.27
585-000-653.005	PERMITS-PARKING DECK	0.00	0.00	0.00	0.00	0.00	0.00
585-000-653.007	PERMITS - NEIGHBORHOOD	0.00	280.00	280.00	0.00	(280.00)	100.00
585-000-653.010	DESTINATION DOWNTOWN	200.00	0.00	0.00	0.00	200.00	0.00
585-000-656.010	PARKING FINES	50,000.00	16,568.50	16,568.50	0.00	33,431.50	33.14
585-000-656.020	PARKING FINES-AIRPORT	0.00	0.00	0.00	0.00	0.00	0.00
585-000-656.030	PARKING FINES-COLLEGE	0.00	0.00	0.00	0.00	0.00	0.00
585-000-664.000	INTEREST & DIVIDEND EARNINGS	40,000.00	0.00	0.00	0.00	40,000.00	0.00
585-000-668.000	RENTS AND ROYALTIES	0.00	0.00	0.00	0.00	0.00	0.00
585-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
585-000-674.000	CONTRIBUTIONS-PUBLIC SOURCES	0.00	0.00	0.00	0.00	0.00	0.00
585-000-675.000	CONTRIBUTIONS-PRIVATE SOURCES	0.00	0.00	0.00	0.00	0.00	0.00
585-000-677.000	REIMBURSEMENTS	0.00	225.79	225.79	0.00	(225.79)	100.00
585-000-683.000	RECOVERY OF BAD DEBTS	0.00	0.00	0.00	0.00	0.00	0.00
585-000-686.000	MISCELLANEOUS INCOME	0.00	218.06	218.06	0.00	(218.06)	100.00
585-000-687.000	REFUNDS AND REBATES	0.00	0.00	0.00	0.00	0.00	0.00
585-000-694.000	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00
585-000-699.000	PRIOR YEARS' SURPLUS	1,455,500.00	0.00	0.00	0.00	1,455,500.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		2,495,700.00	98,252.68	98,252.68	0.00	2,397,447.32	3.94
Dept 585 - AUTOMOBILE PARKING SYSTEM							
585-585-653.005	PERMITS-PARKING DECK	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 585 - AUTOMOBILE PARKING SYSTEM		0.00	0.00	0.00	0.00	0.00	0.00
Dept 586 - HARDY DECK							
585-586-651.000	PARKING DECK PROCEEDS	100,000.00	26,371.45	26,371.45	0.00	73,628.55	26.37
585-586-653.000	PERMITS-SURFACE LOTS	0.00	0.00	0.00	0.00	0.00	0.00
585-586-653.005	PERMITS-PARKING DECK	175,000.00	6,707.00	6,707.00	0.00	168,293.00	3.83
585-586-668.000	RENTS AND ROYALTIES	26,300.00	3,586.00	3,586.00	0.00	22,714.00	13.63
585-586-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
585-586-686.000	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
585-586-687.000	REFUNDS AND REBATES	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 586 - HARDY DECK		301,300.00	36,664.45	36,664.45	0.00	264,635.55	12.17
Dept 587 - OLD TOWN DECK							
585-587-651.000	PARKING DECK PROCEEDS	25,000.00	6,214.75	6,214.75	0.00	18,785.25	24.86
585-587-653.005	PERMITS-PARKING DECK	325,000.00	5,760.00	5,760.00	0.00	319,240.00	1.77
585-587-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
585-587-686.000	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00
585-587-694.000	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 587 - OLD TOWN DECK		350,000.00	11,974.75	11,974.75	0.00	338,025.25	3.42

08/12/2020 10:55 AM
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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 07/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/20	YTD BALANCE 07/31/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND							
Revenues							
TOTAL REVENUES		3,147,000.00	146,891.88	146,891.88	0.00	3,000,108.12	4.67
Expenditures							
Dept 585 - AUTOMOBILE PARKING SYSTEM							
585-585-702.000	SALARIES AND WAGES	17,800.00	174.79	174.79	0.00	17,625.21	0.98
585-585-704.000	EMPLOYEE OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
585-585-714.000	HEALTH SAVINGS ACCT EXPENSE	0.00	34.42	34.42	0.00	(34.42)	100.00
585-585-715.000	EMPLOYER'S SOCIAL SECURITY	1,400.00	12.86	12.86	0.00	1,387.14	0.92
585-585-716.000	EMPLOYEE HEALTH INSURANCE	200.00	10.64	10.64	0.00	189.36	5.32
585-585-717.000	EMPLOYEE LIFE/DISABILITY INS	100.00	2.60	2.60	0.00	97.40	2.60
585-585-718.000	RETIREMENT FUND CONTRIBUTION	200.00	0.00	0.00	0.00	200.00	0.00
585-585-719.000	RETIRES HOSPITALIZATION INS	0.00	0.00	0.00	0.00	0.00	0.00
585-585-720.000	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
585-585-721.000	WORKERS COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	0.00
585-585-727.000	OFFICE SUPPLIES	6,000.00	212.55	212.55	0.00	5,787.45	3.54
585-585-740.000	OPERATION SUPPLIES	37,000.00	3,707.14	3,707.14	0.00	33,292.86	10.02
585-585-801.000	PROFESSIONAL AND CONTRACTUAL	1,232,500.00	11,646.99	11,646.99	1,012.00	1,219,841.01	1.03
585-585-810.000	COLLECTION COSTS	2,000.00	0.00	0.00	0.00	2,000.00	0.00
585-585-850.000	COMMUNICATIONS	25,000.00	894.91	894.91	0.00	24,105.09	3.58
585-585-854.000	CITY FEE	169,200.00	0.00	0.00	0.00	169,200.00	0.00
585-585-860.000	TRANSPORTATION	5,000.00	0.00	0.00	0.00	5,000.00	0.00
585-585-862.000	PROFESSIONAL DEVELOPMENT	8,000.00	0.00	0.00	0.00	8,000.00	0.00
585-585-863.000	TRAINING	2,000.00	0.00	0.00	0.00	2,000.00	0.00
585-585-880.000	COMMUNITY PROMOTION	66,000.00	8,580.00	8,580.00	0.00	57,420.00	13.00
585-585-900.000	PRINTING AND PUBLISHING	14,000.00	0.00	0.00	0.00	14,000.00	0.00
585-585-910.000	INSURANCE AND BONDS	9,000.00	646.00	646.00	0.00	8,354.00	7.18
585-585-920.000	PUBLIC UTILITIES	20,000.00	912.00	912.00	0.00	19,088.00	4.56
585-585-930.000	REPAIRS AND MAINTENANCE	121,000.00	5,100.00	5,100.00	0.00	115,900.00	4.21
585-585-930.005	RAMSDELL GATE REPAIR & MAINT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
585-585-940.000	RENTAL EXPENSE	90,000.00	2,654.00	2,654.00	0.00	87,346.00	2.95
585-585-956.000	MISCELLANEOUS	600.00	6,100.33	6,100.33	0.00	(5,500.33)	1,016.72
585-585-959.000	DEPRECIATION EXPENSE	135,000.00	0.00	0.00	0.00	135,000.00	0.00
585-585-964.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
585-585-977.000	EQUIPMENT	149,000.00	2,013.12	2,013.12	0.00	146,986.88	1.35
585-585-988.000	UNALLOCATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 585 - AUTOMOBILE PARKING SYSTEM		2,112,000.00	42,702.35	42,702.35	1,012.00	2,068,285.65	2.07
Dept 586 - HARDY DECK							
585-586-727.000	OFFICE SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
585-586-740.000	OPERATION SUPPLIES	9,000.00	0.00	0.00	0.00	9,000.00	0.00
585-586-801.000	PROFESSIONAL AND CONTRACTUAL	89,000.00	11,525.21	11,525.21	522.00	76,952.79	13.54
585-586-850.000	COMMUNICATIONS	3,500.00	0.00	0.00	0.00	3,500.00	0.00
585-586-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
585-586-910.000	INSURANCE AND BONDS	7,000.00	0.00	0.00	0.00	7,000.00	0.00
585-586-920.000	PUBLIC UTILITIES	55,000.00	1,905.83	1,905.83	0.00	53,094.17	3.47
585-586-930.000	REPAIRS AND MAINTENANCE	117,000.00	3,774.47	3,774.47	4,956.00	108,269.53	7.46
585-586-940.000	RENTAL EXPENSE	13,000.00	0.00	0.00	0.00	13,000.00	0.00
585-586-956.000	MISCELLANEOUS	10,000.00	0.00	0.00	0.00	10,000.00	0.00
585-586-959.000	DEPRECIATION EXPENSE	220,000.00	0.00	0.00	0.00	220,000.00	0.00
585-586-977.000	EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total Dept 586 - HARDY DECK		529,500.00	17,205.51	17,205.51	5,478.00	506,816.49	4.28

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY
 PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/20	YTD BALANCE 07/31/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND							
Expenditures							
Dept 587 - OLD TOWN DECK							
585-587-727.000	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
585-587-740.000	OPERATION SUPPLIES	8,000.00	0.00	0.00	0.00	8,000.00	0.00
585-587-801.000	PROFESSIONAL AND CONTRACTUAL	69,500.00	6,971.80	6,971.80	0.00	62,528.20	10.03
585-587-850.000	COMMUNICATIONS	6,000.00	195.12	195.12	0.00	5,804.88	3.25
585-587-863.000	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
585-587-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
585-587-910.000	INSURANCE AND BONDS	6,000.00	0.00	0.00	0.00	6,000.00	0.00
585-587-920.000	PUBLIC UTILITIES	50,000.00	1,253.33	1,253.33	0.00	48,746.67	2.51
585-587-930.000	REPAIRS AND MAINTENANCE	167,000.00	361.20	361.20	1,392.00	165,246.80	1.05
585-587-940.000	RENTAL EXPENSE	13,000.00	0.00	0.00	0.00	13,000.00	0.00
585-587-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
585-587-959.000	DEPRECIATION EXPENSE	181,000.00	0.00	0.00	0.00	181,000.00	0.00
585-587-977.000	EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total Dept 587 - OLD TOWN DECK		505,500.00	8,781.45	8,781.45	1,392.00	495,326.55	2.01
TOTAL EXPENDITURES		3,147,000.00	68,689.31	68,689.31	7,882.00	3,070,428.69	2.43
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND:							
TOTAL REVENUES		3,147,000.00	146,891.88	146,891.88	0.00	3,000,108.12	4.67
TOTAL EXPENDITURES		3,147,000.00	68,689.31	68,689.31	7,882.00	3,070,428.69	2.43
NET OF REVENUES & EXPENDITURES		0.00	78,202.57	78,202.57	(7,882.00)	(70,320.57)	100.00

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 07/31/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/20	YTD BALANCE 07/31/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 282 - PUBLIC ARTS COMMISSION FUND							
Revenues							
Dept 000 - NON-DEPARTMENTAL							
282-000-674.000	CONTRIBUTIONS-PUBLIC SOURCES	30,000.00	0.00	0.00	0.00	30,000.00	0.00
282-000-675.000	CONTRIBUTIONS-PRIVATE SOURCES	10,500.00	0.00	0.00	0.00	10,500.00	0.00
282-000-677.000	REIMBURSEMENTS	0.00	14,895.00	14,895.00	0.00	(14,895.00)	100.00
282-000-695.000	TRANSFERS IN	35,000.00	0.00	0.00	0.00	35,000.00	0.00
282-000-699.000	PRIOR YEARS' SURPLUS	37,700.00	0.00	0.00	0.00	37,700.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		113,200.00	14,895.00	14,895.00	0.00	98,305.00	13.16
TOTAL REVENUES		113,200.00	14,895.00	14,895.00	0.00	98,305.00	13.16
Expenditures							
Dept 282 - PUBLIC ARTS COMMISSION							
282-282-727.000	OFFICE SUPPLIES	2,200.00	0.00	0.00	0.00	2,200.00	0.00
282-282-801.000	PROFESSIONAL AND CONTRACTUAL	19,000.00	0.00	0.00	14,895.00	4,105.00	78.39
282-282-930.000	REPAIRS AND MAINTENANCE	20,000.00	0.00	0.00	0.00	20,000.00	0.00
282-282-970.000	CAPITAL OUTLAY	72,000.00	0.00	0.00	0.00	72,000.00	0.00
282-282-988.000	UNALLOCATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 282 - PUBLIC ARTS COMMISSION		113,200.00	0.00	0.00	14,895.00	98,305.00	13.16
TOTAL EXPENDITURES		113,200.00	0.00	0.00	14,895.00	98,305.00	13.16
Fund 282 - PUBLIC ARTS COMMISSION FUND:							
TOTAL REVENUES		113,200.00	14,895.00	14,895.00	0.00	98,305.00	13.16
TOTAL EXPENDITURES		113,200.00	0.00	0.00	14,895.00	98,305.00	13.16
NET OF REVENUES & EXPENDITURES		0.00	14,895.00	14,895.00	(14,895.00)	0.00	0.00



303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority

From: Jean Derenzy, DDA CEO

Date: August 17, 2020

Re: Approval of Development Agreement for EGLE Grant

In January, we were awarded, and accepted a 2-year \$400,000 Brownfield Redevelopment Program Grant from the Michigan Department of Environment, Great Lakes and Energy (EGLE) for the Cornwell Building Redevelopment Project.

The Development Agreement (attached) describes the terms and conditions of the EGLE Brownfield Grant for development.

Recommendation

That the DDA approve the Development Agreement with EGLE and that the Chairperson and Secretary are authorized to sign on behalf of the DDA subject to approval as to substance by the DDA CEO and as to form by the DDA Attorney.

TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY

EGLE BROWNFIELD GRANT IMPLEMENTATION AGREEMENT

This EGLE Brownfield Grant Implementation Agreement (the “**Agreement**”) is made on _____ between **MME2, LLC** (the “**Developer**”) and the **TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY** (the “**DDA**”), a public body corporate created pursuant to 1975 PA 197, as amended.

PREMISES

- A. The Developer is engaged in the redevelopment of 401 East Front Street in Traverse City, Michigan for a mixed use commercial and residential building, (the “**Development**”), described on attached **Exhibit A**.
- B. The DDA has received a \$400,000 Michigan Department of Environment, Great Lakes and Energy (EGLE) Brownfield Grant (the “**EGLE Brownfield Grant**”) to fund environmental response activities, lead and asbestos abatement, and demolition for the Development, in accordance with the EGLE Brownfield Grant Agreement (attached as **Exhibit B**).
- C. The purpose of this Agreement is to describe the terms and conditions for the use of the EGLE Brownfield Grant for the Development.

In consideration of the premises and the mutual covenants contained in this Agreement, the Developer and the DDA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1.

DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- a) “Administrative Costs” means those costs provided for in the EGLE Brownfield Grant Agreement, attached as Exhibit B to review work plans, reports and other documents prepared by the Developer or their Environmental Consultant, review invoices, write project status reports, and coordinate project activities and communications, not to exceed 3% of the total grant amount, as described in Exhibit B.
- b) “Agreement” means this Implementation Agreement entered into between the DDA and the Developer.
- c) “Contractor” means any general or environmental contractor or subcontractor with whom the Developer contracts to complete work at the Eligible Property and/or Site.
- d) “DDA” means the Traverse City Downtown Development Authority.
- e) “DDA Project Manager” means the staff member designated by the City with responsibility for implementation of the Grant Agreement.

- f) “Developer” means MME2, LLC.
- g) “Development” means the site work, building construction, utilities, and equipment relating to the Eligible Property as described on attached Exhibit A.
- h) “EGLE Grant Coordinator” means the EGLE staff person assigned to manage the terms and conditions of the Grant Agreement.
- i) “Environmental Consultant” means any environmental consulting firm retained or hired by the Developer to fulfill all or part its obligations under this Agreement, including the Grant Eligible Activities set forth in the Grant Agreement and Brownfield Eligible Activities as set forth in the Brownfield Plan and the Act 381 Work Plan, as amended and supplemented.
- j) “Event of Default” means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within the cure period provide in Article 7 below after written notice thereof has been given by the other party. It also means any filing of bankruptcy or bankruptcy reorganization by the Developer.
- k) “Grant Agreement” means the EGLE Brownfield Grant Agreement executed between EGLE and the DDA for the reimbursement of Grant Eligible Activities, a copy of which is attached hereto as Exhibit B.
- l) “Grant Eligible Activities” means those environmental response activities, lead and asbestos abatement, and demolition that are identified in the Grant Agreement.
- m) “Grant Work Plan” means a detailed work plan submitted to the EGLE for approval which includes a description of proposed Grant Eligible Activities, budget and schedule consistent with Appendix A of the Grant Agreement.
- n) “Indemnified Persons” means the DDA and their members, officers, agents and employees.
- o) “Maximum Cost of Grant Eligible Activities” means the DDA's maximum obligation to pay for the Eligible Activities and not to exceed the amounts set forth in the approved EGLE Brownfield Grant Agreement, as amended or supplemented.

Section 1.2 Number and Gender. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2.

COVENANTS OF THE DEVELOPER

Section 2.1 Construction of Development. The Developer shall proceed with the development and the obligations under this Agreement in its discretion. If it decides to do so, Developer shall proceed with due care and diligence and commence and complete the Grant Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Compliance with Grant Agreement. The Developer shall comply with all terms and conditions of the Grant Agreement for which it has direct responsibility, including but not limited to preparing Work Plans, conducting Grant Eligible Activities, providing documentation of expenses, and general terms and conditions.

Section 2.3 Completion of Eligible Activities. The Developer will contract with a competent and qualified Environmental Consultant or Consultants and/or other competent and qualified Contractor or Contractors to manage and/or conduct and complete the Grant Eligible Activities approved by EGLE set forth in this Agreement and the Grant Agreement, as amended or supplemented, and to meet any due care obligation under Sec. 20107a, NREPA, MCL 324.20107a, in accordance with any EGLE requirements and approval. The Developer shall have sole responsibility to pay the Developer's Environmental Consultant or Contractors for completion of such Eligible Activities.

Section 2.4 Documentation and Reimbursement. The Developer shall provide documentation, invoices and proof of payment as required by the Grant Agreement to receive reimbursement. The Developer and the DDA understand that lead and asbestos abatement and demolition reimbursement cannot exceed the cost of environmental response activities, as stated in Appendix A of the Grant Agreement, a copy of which is attached hereto as Exhibit B. Further, the EGLE will only reimburse lead and asbestos abatement and demolition costs up to the environmental responses activities costs incurred at that time throughout the project.

Section 2.5 Indemnification of Indemnified Persons.

- (a) The Developer shall defend, indemnify and hold the Indemnified Persons harmless from any loss, damages, costs, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, demands or claims arising or resulting from the following:
 - (1) Any activity undertaken pursuant to this Agreement or from injuries to persons or property as a result of the construction, Developer ownership or operation, use or maintenance of the Development.
 - (2) Any material acts or omissions, negligent or otherwise, of the Environmental Consultant and/or Contractors or their employees or agents in the performance of the work specified in this Agreement.
 - (3) The failure of the Environmental Consultant and/or Contractors to comply with the provisions of this Agreement.

- (b) If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel selected by the Developer, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Developer shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (c) The Developer shall not be required to indemnify the Indemnified Persons against loss, damages, costs, expense or liability of any nature which arises solely from the gross negligence or willful misconduct of such Indemnified Persons or any of them.

Section 2.6 Insurance. The Developer shall assure that the Environmental Consultant or any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least \$1 million per occurrence.
- (c) As to those Contractors engaging in environmental response activities, Pollution or Environmental Impairment Insurance in the amount of at least \$ 1 million per occurrence.
- (d) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1 million per occurrence.
- (e) The Developer shall furnish to DDA a certified copy of such policies of insurance within 30 days of the date of the commencement of the Eligible Activities by such Environmental Consultant or Contractor, and the period of coverage shall commence with the date of performance of the first Eligible Activity by such insured person or entity.

Section 2.7 Regulatory Compliance. While on the Site or Development, the Developer, the Environmental Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters as it relates to those Eligible Activities performed by the Developer, Environmental Consultant or Contractor, as applicable.

Section 2.8 Hazardous Waste Management. In the event that samples or other materials contain substances classified as “hazardous waste” under applicable state or federal law, the Developer shall, under a manifest signed by the Developer or its agent, as the generator, have such samples transported for final disposal to a location selected by the Developer or its Environmental Consultant or Contractor. It is expressly understood that the DDA has no oversight or other control or authority over the Developer's obligation to properly dispose of Hazardous Waste under the terms of this Section.

Section 2.9 Site Access. The Developer shall grant the DDA, or its designated agents, access to the Site to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. Site access shall include the right to inspect the performance of any Grant Eligible Activities, as provided in Grant Agreement, in the DDA's discretion. The DDA shall give the Developer at least 24 hours prior written notice of its intent to access the site. If notice cannot be given due to an emergency or any other similar unforeseen circumstance, the DDA shall give such prior notice as is reasonable and practicable under the circumstances. All such agents must comply with all Site safety standards while accessing the Site.

ARTICLE 3. **CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATION**

Section 3.1 Conditions Precedent to Developer's Obligations to Construct the Development. The obligations of Developer to complete the Eligible Activities and construct the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the DDA as required herein, except as expressly provided in this Agreement or otherwise waived by the Developer:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer or the DDA is a party, or threatened against the Developer or the DDA contesting the validity or binding effect of this Agreement or the validity of the Grant Agreement, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the DDA to access EGLE Brownfield Grant funds to repay its obligations under this Agreement.
 - (2) A material adverse effect on the Developer's or the DDA's ability to comply with the obligations and terms of this Agreement or the EGLE Brownfield Grant Agreement.
- (b) There shall have been no Event of Default by the DDA and no action or inaction by the DDA eventually which with the passage of time could become an Event of Default.
- (c) The DDA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement and the Grant Agreement.

ARTICLE 4.
COVENANTS OF THE DDA

Section 4.1 Execution of the EGLE Brownfield Grant Agreement. The DDA shall execute the Grant Agreement which will provide for the reimbursement to the Developer of the Developer's Grant Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement and the Grant Agreement.

Section 4.2 Reimbursement of Eligible Activities. Upon the Developer's satisfactory completion of the Eligible Activities described in Exhibit B, as amended or supplemented, pursuant to this Agreement and the Grant Agreement, and approved by EGLE, the DDA shall reimburse the Developer subject to and in accordance with the terms set forth in this Agreement. The Developer shall have sole responsibility to pay the Developer's Environmental Consultant or Contractors for completion of such Eligible Activities and provide proof of payment. If the Developer incurs any expenses or costs for any activities other than the Eligible Activities or if the costs exceed the maximum cost of Grant Eligible Activities as set forth in the Grant Agreement, or approval of the EGLE or the DDA, the Developer shall bear such excess costs without any obligation on the part of the DDA. If the costs of Eligible Activities set forth in Exhibit B, as amended or supplemented, are less than such maximum cost, then the Developer shall have no further right of reimbursement beyond its actual costs.

The following is the process by which the DDA will reimburse Grant Eligible Activity expenses to the Developer:

- (a) The Developer shall prepare a draft Grant Work Plan which describes the scope of work, cost estimates, and schedule for each Grant Eligible Activities included in Appendix A of the Grant Agreement and submit the Grant Work Plan to the DDA.
- (b) The DDA Project Manager will review the Grant Work Plan, request any recommended revisions and authorize the submittal of the Grant Work Plan by the Developer to the EGLE.
- (c) EGLE will review the Work Plan and approve the Grant Work Plan or request revisions, which will be made by the Developer and resubmitted to EGLE for approval, with a copy to the DDA Project Manager.
- (d) Following EGLE approval of the Grant Work Plan, the Developer will proceed with the Eligible Activities. For contracts over \$20,000, except for professional services, the Developer will comply with the requirements of the Grant Agreement for bid solicitation.
- (e) The Developer will submit documentation to the DDA Project Manager of Grant Eligible Activity expenses, including approved invoices or contractor schedules of value and documentation of payment, including cancelled checks or electronic funds transfer (EFT) statements.
- (f) Immediately upon receipt of the same by the DDA Project Manager, the DDA Project Manager shall forward the documentation to the EGLE Grant Coordinator for review and preliminary approval.

- (g) EGLE will review and provide preliminary approval or request additional information as may be required under the terms of the Grant Agreement, which will be provided by the Developer, as necessary.
- (h) Upon EGLE preliminary approval, the DDA Project Manager, the Developer and EGLE will cooperate in the preparation of any additional documentation as may be required under the terms of the Grant Agreement for EGLE final approval of Grant payment.
- (i) Upon EGLE final approval, Grant funds will be transferred by EFT to the DDA.
- (j) Within 15 days of receipt of Grant funds by the DDA from EGLE, the DDA will provide the Grant funds to the Developer either by check or EFT transfer, as agreed to by the Developer and the DDA.
- (k) Upon completion of Grant Eligible Activities, but no later than 60 days after the end date of the Grant Agreement, the Developer shall provide to the DDA Project Manager a final report in the format prescribed in the Grant Agreement.

It is anticipated that there will be sufficient EGLE Brownfield Grant funds to meet the obligations under this Agreement. However, if for any reason the EGLE Brownfield Grant does not provide sufficient funds to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the DDA except from available EGLE Brownfield Grant funds, and if for any reason the EGLE Brownfield Grant funds are insufficient or there are none, then Developer assumes full responsibility for any such loss or cost. The parties acknowledge and agree that nothing in the preceding shall limit or restrict the Developer's ability to request an amendment to the EGLE Brownfield Grant or Grant Agreement, subject to the DDA's review process and full discretion to approve, modify or deny any proposed amendment.

Section 4.3 DDA or Contract Manager Oversight. The DDA may, using funds provided in the Grant Agreement with the approval of the EGLE Grant Coordinator, retain the services of a qualified contract manager for purposes of assuring that the activities, invoices and accounting by the Developer are fair, reasonable, and constitute Grant Eligible Activities within the meaning and scope of this Agreement and the Grant Agreement. The Developer shall provide to the DDA Project Manager and the DDA's contract manager, if applicable, access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the DDA has no right to control or to exercise any control over the actual services or performance by the Developer of the Eligible Activities, except as to assurance that the Developer has met the conditions and requirements of this Agreement and the Grant Agreement.

ARTICLE 5.

CONDITIONS PRECEDENT TO DDA'S OBLIGATIONS

Section 5.1 Conditions Precedent to DDA's Reimbursement Obligation. The obligations of the DDA to reimbursement of costs to the Developer for completion of Grant Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must

be satisfied by the Developer as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the DDA.

- (a) Approval by EGLE of the Grant Work Plan for Grant Eligible Activities, as amended or supplemented.
- (b) The Developer shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement and the Grant Agreement, and all preconditions to the performance of the Developer shall have been satisfied.
- (c) Developer shall provide written proof of payment, including cancelled checks or waivers of liens by any Environmental Consultant or Contractor providing services as described in this Agreement.
- (d) DDA shall only be obligated to reimburse the Grant Eligible Activities that has been reviewed and approved by the EGLE. Approval of the application and subsequent approvals of the EGLE Brownfield Grant or Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures prior to review or approval of invoices. Expenditures must be documented to be reasonable and necessary for Grant Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement.
- (e) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer or the DDA is a party, or threatened against the Developer or the DDA contesting the validity or binding effect of this Agreement or the validity of the Grant Agreement, or which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the DDA to receive Grant funds to reimburse Grant Eligible Activities.
 - (2) A material adverse effect upon the ability of the Developer to conduct Grant Eligible Activities.
 - (3) Any other material adverse effect on the Developer's or the DDA's ability to comply with the obligations and terms of this Agreement or Grant Agreement.
- (f) There shall have been no Event of Default by the Developer under the terms of this Agreement and no action or inaction by the Developer eventually which with the passage of time would likely become an Event of Default; provided, however, if reimbursement of the Developer is refused by reason of the Developer's action or inaction which with the passage of time would likely become an Event of Default, then if Developer cures such threatened Event of Default within the time period and according to the provisions of Article 7, this precondition shall be deemed fulfilled as of the time of such cure and, provided that all other preconditions to the DDA's reimbursement obligation have been met at the time of such cure, then the Developer shall then be entitled to reimbursement.

- (g) The Developer documents ownership or control of the Site and the Developer is not in default on any contract or other agreement relating to its ownership, development, or use of the Eligible Property, which default would have an adverse effect on the Developer's or the DDA's ability to comply with the obligations and terms of this Agreement or the Grant Agreement.
- (h) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses and the Development have been secured.
- (i) The Developer has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (j) The Developer retains an Environmental Consultant or Contractor to advise, conduct, or complete the Eligible Activities related to the Developer-financed obligations as set forth in this Agreement.
- (k) There is no change in law which would have one or more of the effects described above.
- (l) Developer shall pay all real estate tax obligations before they become delinquent and subject to interest or penalties.

ARTICLE 6.

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of DDA. DDA represents and warrants to the Developer that:

- (a) DDA is a public body corporate, with all necessary corporate powers to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the DDA, and this Agreement constitutes a valid and binding agreement of the DDA enforceable in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 6.2 Representations and Warranties of the Developer. The Developer represents and warrants to the DDA that:

- (a) The Developer is a is a limited liability company, with power under the laws of the State of Michigan to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the Developer.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer, and this Agreement constitutes a valid and binding agreement of the Developer

in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity.

- (c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, the Developer or its Contractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site and shall obtain all necessary permits in connection therewith.
- (d) The Developer will comply with all obligations, covenants and conditions required of it or its agents or Contractors under the terms of this Agreement and the Grant Agreement.
- (f) The Developer has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

ARTICLE 7.

DEFAULT, REMEDIES, AND TERMINATION

Upon the occurrence of an Event of Default, and failure to cure such Event of Default within 60 days of written notice of such Event of Default, the non-defaulting party may terminate this agreement by giving written notice to the defaulting party, provided, however, that if such Event of Default requires more than 60 days to cure, and if such defaulting party shall commence and diligently proceed to cure the Event of Default within such 60 days, then the defaulting party shall have an additional 60 days to cure the Event of Default. A monetary default shall be cured within 15 days. If the Event of Default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and applicable law, including, without limitation, the right to seek and obtain a decree of specific performance from a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon Event of Default. The prevailing party in any action or proceeding brought to enforce the terms of this Agreement shall be entitled to an award of reasonable costs and attorney fees in addition to the relief obtained.

ARTICLE 8.

MISCELLANEOUS

Section 8.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon the later to occur of (a) the close out of the EGLE Brownfield Grant or (b) the disbursement to Developer of all of the proceeds of the EGLE Brownfield Grant.

Section 8.2 Sale or Transfer of Eligible Property or Site. Up until the Developer has satisfactorily completed its Grant Eligible Activities and performed its obligations under the terms of this Agreement, the Developer shall not sell, convey, or transfer ownership of any portion of the Eligible Property to another Developer to carry out the purposes and goals of the Grant Agreement, as described in this Agreement or the Grant Agreement without the written approval

of the DDA, which will not be unreasonably withheld. The DDA, in its sole discretion, will determine whether an amendment to the Grant Agreement is necessary and will cooperate with EGLE to amend the Grant Agreement. The proceeding does not prohibit the Developer from selling property or units within structures to third parties for the land uses as contemplated by the Development. This section shall not apply to: (a) assignments between governmental entities (b) assignments for financing required for the development; or (c) the establishment of another entity which shall operate the premises for the infrastructure purposes.

Section 8.3 Assignment. Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the Developer, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the Developer, whether by operation of law or otherwise, without the prior written consent of the DDA which will not be unreasonably withheld, conditioned, or delayed. Any attempt by the Developer to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 8.4 Independent Contractor. The Developer, Environmental Consultant and Contractors shall each perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the DDA. The DDA, Developer, Environmental Consultant, and Contractors shall each have and maintain complete control over all its respective employees, agents and operators. Facts or knowledge of which the Developer, Environmental Consultant or Contractor becomes aware shall not be imputed to DDA without communication to and receipt by managerial officials or employees of DDA. The Developer, Environmental Consultant or Contractor has no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the DDA in any respect whatsoever. Further, the Developer, Environmental Consultant or Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 8.5 Notices. All notices, certificates or communications required or permitted by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to DDA:

Jean Derenzy
Chief Executive Officer
Traverse City DDA
303 E. State Street, Suite C
Traverse City, Michigan 49686

If to the Developer:

Robert Cornwell
MME2, LLC
605 Third Street, Unit #9
Traverse City, Michigan 49684

or to such other address as such party may specify by appropriate notice.

Section 8.6 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.7 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 8.8 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.

Section 8.9 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.10 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.11 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Development to secure the Developer's financing from such lenders.

Section 8.12 Binding Effect. This Agreement shall be binding upon the parties hereto, and in the event of assignment under Section 8.3 upon their respective successors, transferees, and assigns. Developer shall provide written notice prior to transfer or assignment of Developer's interest to any subsequent purchaser and assign of the existence of this Agreement.

Section 8.13 No Waiver. No waiver by either party of any default by the other 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.

Section 8.14 Survival of Covenants. Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 8.15 No Third-Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise to the Environmental Consultant or Contractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

Section 8.16 Disputes. The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Grand Traverse County, Michigan.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the DDA and the Developer have cause this Agreement to be duly executed and delivered as of the date first written above.

MME2, LLC

By: Robert Cornwell
Its: Managing Member

TRAVERSE CITY DDA

By:
Its: Chair

By:
Its: Secretary

Approved as to Substance:

By: Jean Derenzy
Its: Chief Executive Officer

Approved as to form:

By:
Its: Attorney

Exhibit A
“Development”

Exhibit B
“Grant Agreement”



Memorandum

To: Jean Derenzy, DDA CEO
From: Nicole VanNess, Transportation Mobility Director
Date: August 17, 2020
Re: Change Order for New Meter District on Randolph Street

Randolph Street between Division and Bay is currently under construction. The project includes street reconstruction, water main, sanitary sewer, storm sewer and sidewalk repair as necessary from utility service replacements. Trees will be added by the Parks Department along with a public bike rack.

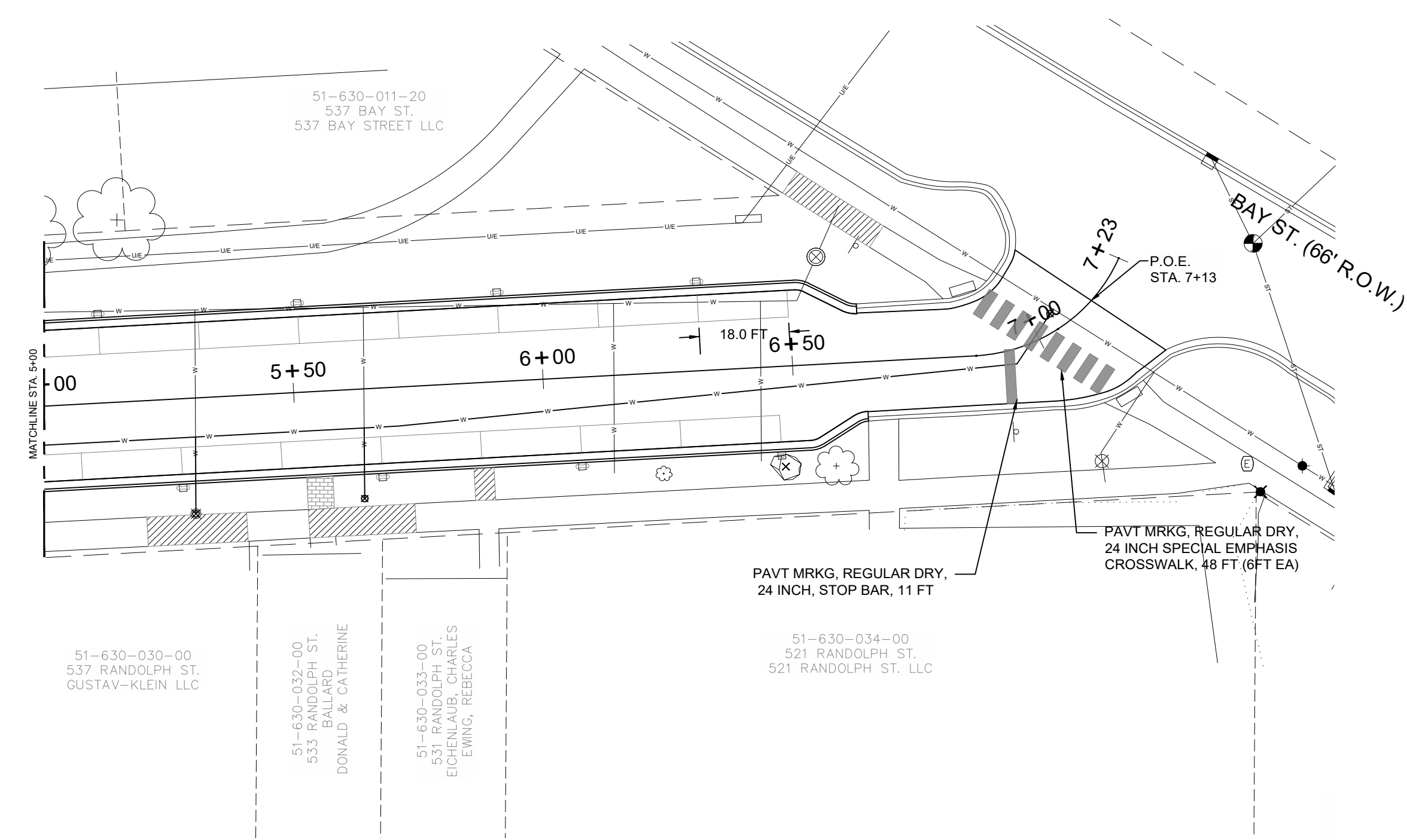
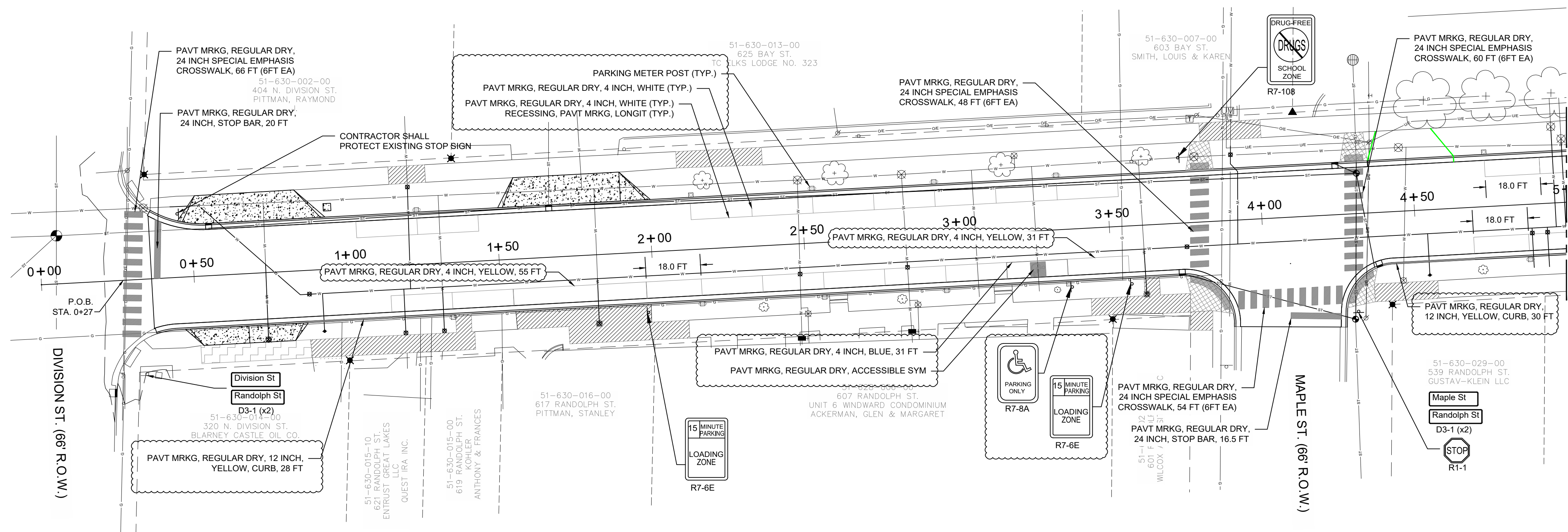
This location has seen new development in recent years with the Socks Development between Bay Bread and Tilley's Party Store and now the condominium development on the north side of Maple Street. The construction and developments have also attributed to requests made to the Traffic Committee from businesses to regulate parking. The Traffic Committee has previously taken action to post time limit restrictions, defined loading zone areas and allow for modified overnight regulations. Adding a meter district to this area had been discussed, but at the time was not recommended. Last year, the Parking Subcommittee considered adding a metered district to Bay Street between Oak and Division, but did not move forward as meter expansion was not budgeted as capital improvement project.

A business owner inquired about adding metered parking in order to deter area residents and their guests from parking on the street in order to preserve spaces for customer parking. The new condominium project has sixteen units, and fifteen parking spaces. It is unknown at this time what the parking demand will be in this area once the project is completed, but the Traffic Committee has recommended adding the metered district as part of the overall street reconstruction.

The Engineering Department has developed plans and obtained a change order from Elmer's. The plans for the meter district identify 36 metered spaces, 1 metered handicap space and 3 loading zone spaces. There are funds available in the Auto Parking Fund as budgeted in CIP-1132 Meter Expansion.

Recommendation: The DDA Board recommends the City Commission approve a change order with Elmer's for the Randolph Street project in an amount more or less of \$11,500 with funds available in the Auto Parking System.

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

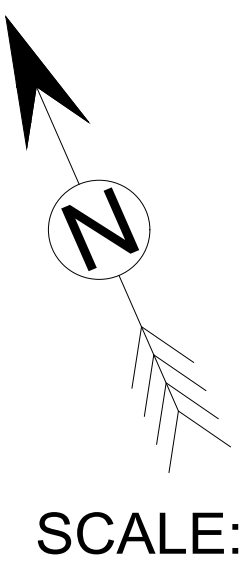


ESTIMATED SIGN, TYPE III B QUANTITIES THIS SHEET

SYMBOL	LABEL	DIMENSION	AREA (SFT)	QUANTITY	TOTAL
	R1-1	30"x30"	6.25	1	6.25
	R7-108	12"x18"	1.5	1	1.5
	R7-6E	12"x18"	1.5	2	3.0
	D3-1	30"x9"	1.875	1	1.875
	D3-1	30"x9"	1.875	2	3.75
	D3-1	30"x9"	1.875	1	1.875
	R7-8A	12"x18"	1.5	1	1.5
				TOTAL	19.75

QUANTITY DESCRIPTION THIS SHEET		
ITEM DESCRIPTION	UNIT	QUANTITY
POST, STEEL, 3 LB (14 FOOT)	FT	54
SIGN, TYPE III B	SFT	20
PAVT MRKG, REGULAR DRY, 24 INCH, STOPBAR	FT	48
PAVT MRKG, REGULAR DRY, 24 INCH, SPECIAL EMPHASIS CROSSWALK	FT	276
PAVT MRKG, REGULAR DRY, 4 INCH, WHITE	FT	974
PAVT MRKG, REGULAR DRY, 4 INCH, BLUE	FT	31
PAVT MRKG, REGULAR DRY, 4 INCH, YELLOW	FT	86
PAVT MRKG, REGULAR DRY, ACCESSIBLE SYM	EA	1
RECESSING PAVT MRKG, LONGIT	FT	732
PAVT MRKG, REGULAR DRY, 12 INCH, YELLOW, CURB	FT	58
PARKING METER POST	EA	20

- NOTES:
- ALL PERMANENT SIGNS SHALL HAVE HIGH INTENSITY SHEETING.
 - ALL SIGNS LOCATED IN CONCRETE SHALL BE SLEEVED WITH SCH 40 PVC PIPE
 - ALL STREET NAME SIGNS SHALL BE DOUBLE FACED AND PAID AS SINGLE FACED
 - PAV ITEM "PARKING METER POST" SHALL INCLUDE ALL MATERIALS AND WORK TO INSTALL PARKING METER POSTS (TO BE PROVIDED BY TRAVERSE CITY PARKING SERVICES OR OTHERS) AND 18 INCH X 18 INCH X 4 INCH CONCRETE PAD.
 - PARKING SPACES TO BE 7 FEET WIDE FROM THE FACE OF CURB AND 20 FEET LONG, UNLESS OTHERWISE NOTED.
 - ALL LONGITUDINAL PARKING LINES TO BE RECESSED, TO BE PAID AS "RECESSING, PAVT MRKG, LONGIT".



- LEGEND
- FOUND PROPERTY CORNER
 - BENCHMARK
 - SIGN
 - GAS BOX
 - UTILITY POLE
 - GUY WIRE
 - WATER VALVE
 - PED LIGHT POLE
 - ELECTRIC RISER
 - TELEPHONE RISER/BOX
 - FIRE HYDRANT
 - CATCHBASIN
 - BEEHIVE GRATE CATCHBASIN
 - STORM MANHOLE
 - SANITARY MANHOLE
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - TREE LINE
 - SHRUB LINE
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - OVERHEAD TELEPHONE
 - UNDERGROUND TELEPHONE
 - OVERHEAD CABLE TV
 - UNDERGROUND CABLE TV
 - SANITARY SEWER
 - STORM SEWER
 - WATERMAIN
 - GUARDRAIL
 - FENCE
 - TOP/BOTTOM OF SLOPE
 - PARKING METER POST



The City of Traverse City
Engineering Department
GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, Michigan 49684

CITY OF TRAVERSE CITY
2019 RANDOLPH STREET RECONSTRUCTION PROJECT
RANDOLPH STREET - STRIPING AND SIGNAGE SHEET

Revision/Issue	Date
C.O. 3	7/28/20
REV 1	8/12/20
Date: 12-10-2018	
Project No.: 2019-02	
Drawn by: ZRC	
Scale: 1" = 20'	
Sheet No.: 9 OF 9	



Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
Jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority

From: Jean Derenzy, DDA CEO

Date: August 21, 2020

SUBJECT: Appointment of Governance Committee

The Governance Committee has not met in quite some time. As identified within the packet, standing committees and subcommittees will now be meeting, via remote participation. The Governance Committee is in need of two appointments as Coco has indicated her work schedule does not accommodate such an appointment and Harry Burkholder is no longer on the DDA Board.

The first action of the Governance Committee is to identify a process to hire outside legal counsel as well as the other pieces identified within the scope of duties of the committee (see attached).

The two current members, Steve Constantin and T. Michael Jackson have indicated they are willing to continue serving on the Committee.

RECOMMENDATION

Appointment of two DDA Board members to the Governance Committee.

Traverse City Downtown Development Authority (DDA)
Board of Directors
Governance Committee – Roles & Responsibilities

Pursuant to the DDA Board's by-laws, the Governance Committee is a standing committee of the DDA Board of Directors. The Governance Committee is charged with oversight, review and recommendations regarding board operations to enhance the quality and future viability of the Board. The Governance Committee has the following roles and responsibilities:

1. Meet at least quarterly and provide meeting minutes to the full Board of Directors.
2. Lead the board in regularly reviewing and updating its understanding of its roles, responsibilities, and expectations of individual board members.
3. Serve as the planning and review team for organizational strategic planning activities.
4. Assess on an on-going basis the current and anticipated needs for board composition.
5. Develop and recommend the following documents, practices, and policies; conduct annual review of all these items and make recommendations for any updates that may be needed.
 - a. Board Committee job descriptions;
 - b. Board Code of Conduct Policy;
 - c. Board Conflict of Interest Policy and annual statement for signing;
 - d. Qualifications & Characteristics Grid for consideration of potential new board members, including knowledge, attributes, skills, abilities, influence, background, etc.;
 - e. Board Orientation and Operating Manual;
 - f. New member on-boarding process including but not limited to an orientation session for all new board members;
 - g. Board on-going education process, including protocol, content, and schedule;
 - h. Board annual self-assessment protocol and tool;
 - i. A general Board-CEO Roles and Responsibility Policy, distinguishing the respective roles, responsibilities, and relationships;
 - j. Grievance Policy;
 - k. Board process and format for conducting an annual performance and compensation review of the CEO;
 - l. Any other board policies as needed.
6. Review the DDA Board's by-laws annually and make recommendations for any changes if needed.

7. Assist the CEO in planning and implementing board retreats as desired.
8. Regularly review the board's practices and status regarding member participation, confidentiality, attendance and conduct, and provide any recommendations as needed to enhance board effectiveness.
9. Any other periodic or regular Board Governance matters as desired by the Board of Directors.



303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority

From: Jean Derenzy, DDA CEO

Date: August 21, 2020

Re: Informational Meeting

Per the requirements of the Recodified Tax Increment Finance Act, the DDA must hold two (2) informational meetings (MCL 125.4910(4)) for each taxing jurisdiction levying taxes that is subject to capture by the Authority under this Act. Notice was sent to each taxing jurisdiction, being:

- City of Traverse City
- Grand Traverse County
- NMC
- Commission on Aging
- Road Commission
- Veterans
- Recreational Authority
- District Library
- BATA
- Animal Control
- Soil Conservation District

This informational meeting will include an overview of the approved budget for 2020/2021; a review of projects within both tax increment finance districts, and the capital improvement plan within each TIF districts. All of these documents can also be found on the DDA website: dda.downtowntc.com.

Please note, this is not a public hearing, but rather an informational overview of the DDA.



Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority
From: Jean Derenzy, DDA CEO
Date: August 13, 2020
SUBJECT: COVID Update

The DDA Office

The DDA office is open again to the public and staff is adhering to our *Reopening Plan*. Other action in response to COVID-19 include:

- Our office now includes a large plexiglass partition and retractable stanchion to separate the lobby area from work spaces within the office.
- Staff members are required to wear a mask at all times when a member of the public enters the office.
- Staff members are also using the conference room and every inch of the office to socially distance while working.
- Staff members are required to wear a mask during staff meetings.
- Staff members are required to submit the results of a daily self-screen prior to coming into work.

DDA Meetings

In March, the DDA, in partnership with City Attorney Lauren Tribble-Laucht, developed a remote participation policy for implementation of Executive Order (EO No. 2020-15) issued by Governor Whitmer on March 18, 2020. While it was not required to have a policy in order to have remote participation in public meetings, we felt it was helpful to have one for clarity.

Since the Board adopted that policy, we have conducted five virtual Board meetings. Over the course of that same period, only the finance committee has met. As virtual meetings will continue for the foreseeable future, this memorandum is to inform the Board that it is my intention to have DDA subcommittee's (e.g., Lower Boardman, Parking, Finance and Governance) meet on a monthly basis, via the Zoom platform.



Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority Board

From: Jean Derenzy, DDA CEO

Date: August 13, 2020

SUBJECT: Lot G Surplus Property Committee

On June 19th, the DDA Board passed a motion to execute a *Letter of Intent* that allows the DDA to enter into a purchase and sale agreement with TCF National Bank for 203 South Union Street (the former Chemical Bank property) to pursue the development of a new civic square.

As identified within the terms of the *Letter of Intent*, the DDA requested to work with the City on a mixed-use infill development in Lot G. The first floor of the development project would house the new TCF bank branch and the upper floors would include apartments. Parking will likely also be a component of the development.

On August 3rd, the City Commission passed a motion, declaring Lot G as “surplus”. A committee to oversee a Request for Qualifications (RFQ) process was also identified, with Commissioner Christie Minervini and Commissioner Tim Werner informally named to the committee.

The Committee to oversee the RFQ process will include, the City Manager, City Treasurer, City Planner, the DDA CEO, two members of the City Commission and two members of the DDA Board. The committee will be staffed by the DDA.

DDA Board Chair Leah Bagdon-McCallum, and Vice-Chair Gabe Schneider have volunteered to serve on this committee.

ACTION

The Board is requested to informally acknowledge two board members to serve on the RFQ process committee (no motion necessary).



Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: DDA Board

From: Jean Derenzy – DDA, CEO

Date: August 4, 2020

Subject: Downtown Tree Management

Downtown Traverse City's charm and appeal is based, in part, on its natural character including its proximity to Lake Michigan, the Boardman River, and an abundance of trees. These natural resources, in turn, provide numerous community benefits from promoting clean air and water, to influencing consumer shopping and providing space for recreation and reflection.

One of the more significant and complex natural features in Downtown is the system of trees that line our streets and fill our parks, open spaces and natural areas. These trees contribute to a larger city-wide urban canopy that has helped earn Traverse City "Tree City USA" status for nearly 30 years.

In 2018, the City developed a city-wide *Urban Canopy Assessment and Management (UCAM) Plan* for street trees. Among other things, the plan includes a complete digital inventory of all city owned street trees, a priority planting plan for city owned property and rights-of-way and a comprehensive list of best practices for long-term care and maintenance. While the 2018 UCAM Plan is comprehensive, I believe we need a more detailed and focused approach (a Plan) for tree management in Downtown.

Recently, the DDA Board allocated \$50,000 for tree improvements within the 2020/2021 Budget. I would like to use a portion of this funding to develop a tree management plan specifically for Downtown. Using the best practices and information from the UCAM Plan as a starting point, the Downtown Tree Management Plan would include:

- An update to the 2018 tree inventory and assessment for Downtown;
- A long-term vision for the type of tree canopy we want in Downtown (or sub-areas of downtown);
- Benefits of an urban forest for Downtown;

- A tree replacement plan/schedule/budget (down to the species and caliper) for missing and damaged trees; and
- A long-term maintenance plan for existing trees and tree-grates.

Recommendation:

That the DDA Board authorize the DDA CEO to develop and issue an RFP and solicit bids for a Downtown Tree Management Plan.



303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority

From: Jean Derenzy, DDA CEO

Date: August 17, 2020

Re: Progress on Strategic Plan

Last November, you adopted the 5-year DDA Strategic Plan. The Strategic Plan includes the Mission, Vision and Values of the DDA. The Strategic Plan also outlines *goals* and *actions steps* for six unique, but interconnected focus areas: (1) Real Estate & Placemaking; (2) Mobility – Parking & Transportation; (3) Business Recruitment & Retention; (4) Leadership; (5) Marketing & Promotion; and (6) Partnership & Collaboration.

In an effort to provide a visual update on our progress with the Strategic Plan, we created a *Strategic Plan Dashboard*, which has been included in subsequent board packets. The Dashboard identifies the level of priority for each goal (and associated action steps) as well as its current status and progress toward completion.

Given the long-term effort many of the goals and action steps take to move forward and complete, I believe the Dashboard has proved to be confusing in demonstrating progress (or no progress) on items within the strategic plan. For example, sometimes progress on a project might be as simple as a resolution passed by the City Commission – does that move the project forward by 2%? 3%?...its subjective and very hard to determine.

To that end, staff will be working on a different (yet simple) method for demonstrating progress on our strategic plan. Any thoughts or ideas are welcome.



303 E. State Street
Traverse City, MI 49684
harry@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority

From: Harry Burkholder, DDA COO
Debbie Hersey, DDA Board Member

Date: August 13, 2020

Re: Arts Commission Update

In an effort to adhere to City guidelines, the Arts Commission has not formally met since March. However, work continues on a number of art projects that were slated for the summer of 2020.

The Birdhouse

On August 6th we held the ribbon-cutting for Em Randall's mural on the side of the birdhouse (next to Lot T near the Farmer's Market). Miss Randell was the winner of the Pitch Night contest in the early part of this year.



TART

We continue to work with TART to initiate landscaping work on their 10th Street Trailhead (behind Oryana). Part of their "Art on the TART" program, the landscaping work will dramatically improve the trailhead. Once the Arts Commission is able to meet again, the Commission will work to secure and fund an art piece that will be the focal-point of the improved trailhead.



Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
jean@downtowntc.com
231-922-2050

Memorandum

To: Downtown Development Authority Board

From: Harry Burkholder, DDA COO
Nick Viox, Downtown Experience Coordinator

Date: August 13, 2020

SUBJECT: Front Street Update

We are finalizing arrangements to return State Street and Front Street to their original configuration. Work on this effort will begin on September 8th and continue for the rest of the week. We are aiming to complete the transition by Friday September 11th.

We have completed three Zoom meetings (and received numerous emails) with downtown stakeholders and have received mostly positive responses and suggestions for improvement.

We are working on plans to review and evaluate the overall success of the reimagined Front Street and State Street with a series of follow-up activities with downtown stakeholders, including a survey, Zoom interviews and in-person meetings. Among other things, we are interested in answers to the following questions:

- How was the reimagined Street Sale?
- How has your summer been overall?
- What remain you biggest obstacles?
- What do we need to address?
- Were you satisfied with the conversion of State Street Conversion?
- What worked well with the pedestrian conversion of Front Street – what could have been better?
- Would you be in favor of opening up State Street to pedestrians again next summer?

Due to the apparent success of changing State Street from a one-way to a two-way street, over the winter the DDA will be working with City staff to determine the how/if we could make this traffic change permanent. This discussion will also include a similar consideration of Front Street.

Key Points:

- Restaurants and Parklets must be off the street by the evening of the 7th.
- Restaurants who are in the street will be eligible to move to the sidewalk, with a refined site plan.
- We have one more Zoom meeting with downtown stakeholders.
- The transition back to the original configuration will happen between Sept. 8th and 11th.



Memorandum

To: Jean Derenzy, DDA CEO
From: Nicole VanNess, Transportation Mobility Director
Date: August 17, 2020
Re: Staff Report: Parking Services – August 2020

Parking Management Approach and Rate Study

Please provide any feedback that you have related to the overview for the parking management approach provided at the July Board meeting. We are scheduled to meet with the City Commission for their Study Session on September 14th. We anticipate a recommendation to the DDA Board at the September meeting.

Electric Vehicle Charging Station Grant Opportunity

We have recently met with Traverse City Light and Power to review the grant opportunity with EGLE to purchase and install electric charging stations in Traverse City. TCLP is exploring a city-wide charging network which would include opportunities to install stations in the downtown area. Many details will need to be determined prior to moving forward, but we are excited to be a part of this discussion as we have noticed an increase in electric vehicles in the Traverse City area. We will provide updates in future meetings as details are available.

ParkMobile – Contactless Payments

New ParkMobile stickers have been ordered to promote contactless payment options in the pay station lots. ParkMobile is a contactless payment option, but we hope the new stickers will help the public identify with this option.

July Parking Revenue

We have completed our June revenue reports. Throughout the month, we continued to see a steady increase week over week. Compared to July 2019, meter revenues are 71%, Hardy admissions are 31%, and Old Town admissions are 50%. These numbers are in line with what we had projected back in March.

Parking Office Hours

We have monitored the increase use at the Hardy Parking Structure. Given the activity, we have adjusted scheduling to extend hours on the weekend. Any one who remains in the building after closing time, has access to leave via the pay-in-lane.

Sunday 10 AM-6 PM
Monday-Thursday 7 AM-10 PM
Friday 7 AM-12 AM
Saturday 8 AM-12 AM

DOWNTOWN TRAVERSE CITY ASSOCIATION SPECIAL BOARD MEETING

THURSDAY, JUNE 25, 2020
8:30AM • The State Theatre

MINUTES

1. Call to order (*Fisher*)
 - a. Present: Susan Fisher, Liz Lancashire, John McGee, Amanda Walton, Blythe Skarshaug, Margaret Morse, Dawn Gildersleeve, & Misha Neidorfler
 - b. Absent: Jake Kaberle
2. Approval of [Minutes of the Board Meeting of June 11, 2020](#) (*Fisher*)
 - a. Motion to approve the minutes, **motion by Neidorfler and seconded by Walton. Motion carried unanimously.**
3. [DTCA Invoicing Review](#) (*Viox*)
 - a. Motion to the new invoicing procedures and cycles as proposed in the provided memorandum, **motion by Gildersleeve and seconded by McGee. Motion carried unanimously.**
4. [Events Review](#) (*Viox*)
 - a. Street Sale
 - i. Motion to approve the modifications to the Annual Street Sale as proposed in the provided memorandum and to use feedback from the invoice sign up to dictate the final details of the event, **motion by Morse and seconded by Lancashire. Motion carried unanimously.**
 - b. Friday Night Live Alternative
5. Adjourn (9:17am)



**303 E. State Street
Traverse City, MI 49684
katy@downtowntc.com
231-922-2050**

Memorandum

To: Jean Derenzy, DDA CEO

From: Nick Viox, Downtown Experience Coordinator
Katy McCain, Community Development Director

Date: August 13, 2020

Re: Marketing Update

SOCIAL MEDIA UPDATE

General Social Media Update

After a month of working with Lake Effect, we are excited to share progress of our social media channels. As a reminder, Lake Effect has been managing the DTCA Facebook & Instagram account and the DDA Facebook account since June. We have been incredibly pleased with Lake Effect and our "team" approach. I have attached a monthly comparison of social media statistics that highlight the progress Lake Effect has made managing our channels.

"Behind the Mask" Series

If you haven't already, be sure to check out our "Behind the Mask" series on both the Downtown Facebook and Instagram accounts. Each week, we go behind the scenes to learn a little more about our Downtown businesses and the services and products they provide.

Arts Commission Instagram

Our staff has reinstated the Arts Commission Instagram account after it had been inactive since October of 2019. Two stories were posted about the new piece by Em Randall on the Birdhouse Building at the Farmers Market. We plan on being more active on the page with weekly posts and stories.

DOWNTOWN EVENTS

Remaining Events for 2020

At the recent DTCA Board meeting, it was determined that the DTCA Executive Committee would review the remaining 2020 events to find possible modifications or

cancellations. DDA staff has been working hard on proposals in preparation for this discussion to ensure our businesses and community at large still have meaningful events this fall and winter.

Street Sale Modified

Downtown's longest running event, the Annual Downtown Street Sale, was certainly thrown a curve ball this year, like many other events. This event has typically been one of the biggest days, financially, for our businesses. However, with limitations set by the recent Executive Order, and safety concerns from the Health Department for our Downtown employees and our customers, modifications had to be made.

Street Sale transitioned into a week-long promotional event within each one of the stores. This new format extended the sale and allowed businesses to closely regulate the safety of all customers within their stores, like they have been doing all summer.

Lake Effect worked closely with us to increase social media promotions by conducting a photo competition and having "celebrity shoppers" take over our social media every day of the sale. We have included the statistics of that for your review.

The DTCA will be conducting follow up surveys on the modified Street Sale and will consider the results in their discussions when reviewing the remaining 2020 events.

ON THE HORIZON

Four on Front

9&10 News will be broadcasting their show "The Four" live from downtown on Friday, August 21. We will be interviewed during the broadcast and hope to touch on the following:

- Safety and mask usage while shopping Downtown;
- Event reminders;
- Street and Sidewalk café update;
- Emphasize that Downtown isn't just two blocks, but so much more; and
- The importance of shopping at local businesses. Downtown businesses have demonstrated their commitment to our community through their donations, their creativity, and their resilience. It is now our turn to support them when they need it most.

Pavilions Partnership

Deb Allen from the Grand Traverse Pavilions proposed a partnership on their "Make it GRAND-parent Video Charity Challenge." They are encouraging the public to submit a video of grandparents interacting with their grandchildren. We will be providing \$500 in Downtown Gift Certificates to the winning grandparent video. Voting will be on their website and a minimum of a \$5 donation will be required with each vote. The video earning the most money wins.



Facebook Pages for **Traverse City DDA**

July 2020

Determine your impact on Facebook by analyzing your Facebook Page activity.

Facebook Performance Summary

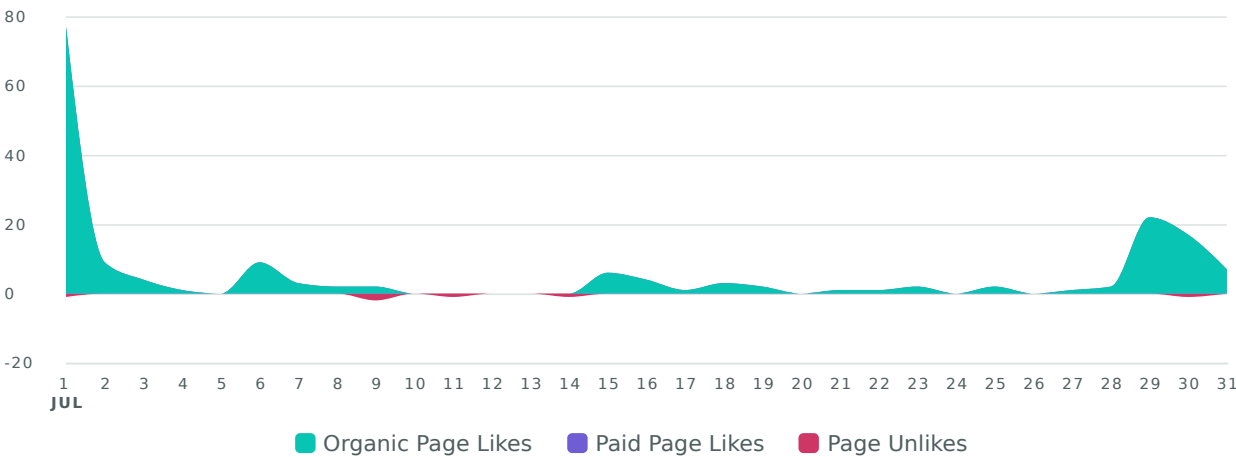
View your key profile performance metrics from the reporting period.

Impressions 73,303 ↘2.1%	Engagements 10,940 ↗32.8%	Post Link Clicks 28 ↘92.6%
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Facebook Audience Growth

See how your audience grew during the reporting period.

Net Page Likes Breakdown, by Day

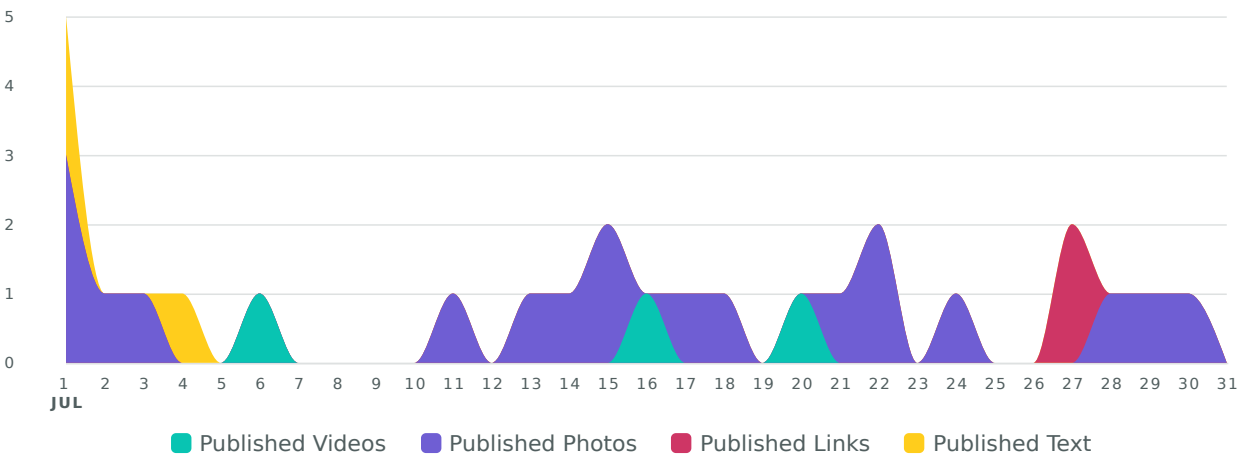


Audience Metrics	Totals	% Change
Fans	1,258	↗ 15.73%
Net Page Likes	172	↗ 86.96%
Organic Page Likes	178	↗ 91.40%
Paid Page Likes	0	→ 0.00%
Page Unlikes	6	↗ 500.00%

Facebook Publishing Behavior

View the different types of posts you published during the selected time period.


Published Posts Content Breakdown, by Day




Publishing Behavior by Content Type	Totals	% Change
Total Published Posts	27	↗ 1,250%
Published Videos	3	↗ -
Published Photos	19	↗ 850%
Published Links	2	↗ -
Published Text	3	↗ -

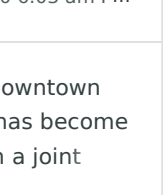
Review your top posts published during the selected time period, based on the post's lifetime performance.

By Lifetime Engagements


Traverse City DDA


Traverse City D...
 Wed 7/1/2020 6:03 am P...


Have you visited Downtown since Front Street has become pedestrian-only? In a joint




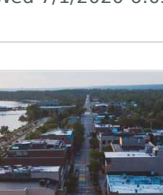
Total Engagements

3,142

Reactions	875
Comments	85
Shares	86
Post Link Clicks	2
Other Post Clicks	2,094


Traverse City DDA



Traverse City D...
 Wed 7/1/2020 6:03 am P...




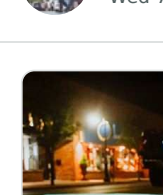
Total Engagements

3,131

Reactions	868
Comments	85
Shares	85
Post Link Clicks	2
Other Post Clicks	2,091


Traverse City DDA


Traverse City D...
 Wed 7/1/2020 6:03 am P...



Total Engagements

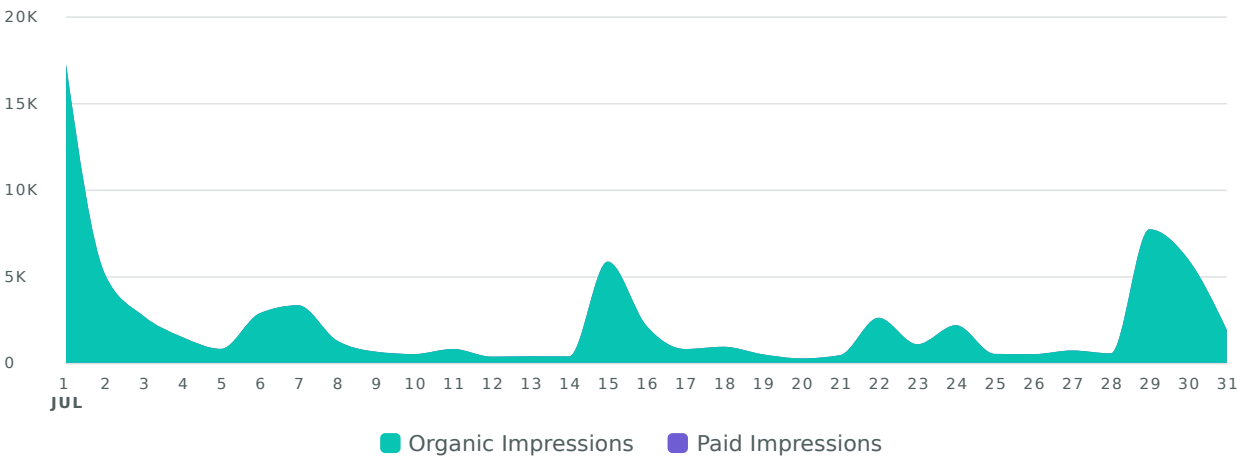
3,131

Reactions	868
Comments	85
Shares	85
Post Link Clicks	2
Other Post Clicks	2,091

Facebook Impressions

Review how your content was seen by the Facebook community during the reporting period.

Impressions Breakdown, by Day

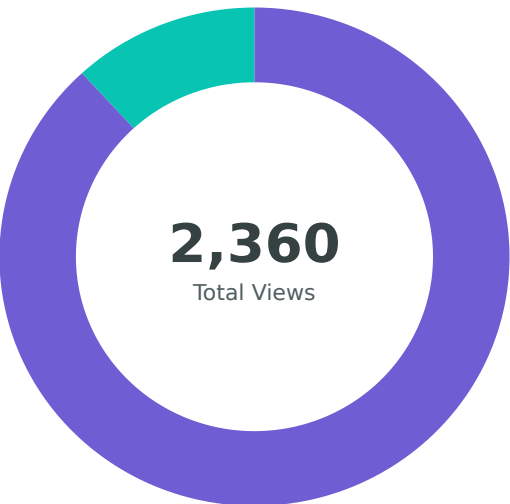


Impression Metrics	Totals	% Change
Total Impressions	73,303	↘2.14%
Organic Impressions	72,494	↘2.39%
Paid Impressions	0	→0.00%
Average Daily Impressions per Page	2,364.61	↘5.30%
Average Daily Reach per Page	1,926.74	↘4.45%

Facebook Video Performance

View your aggregate video performance during the reporting period.

View Metrics



Organic Full

279

Organic Partial

2,081

Viewing Breakdown

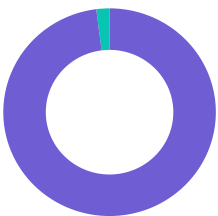


Organic Views

100%

Paid Views

0%



Click Plays

2%

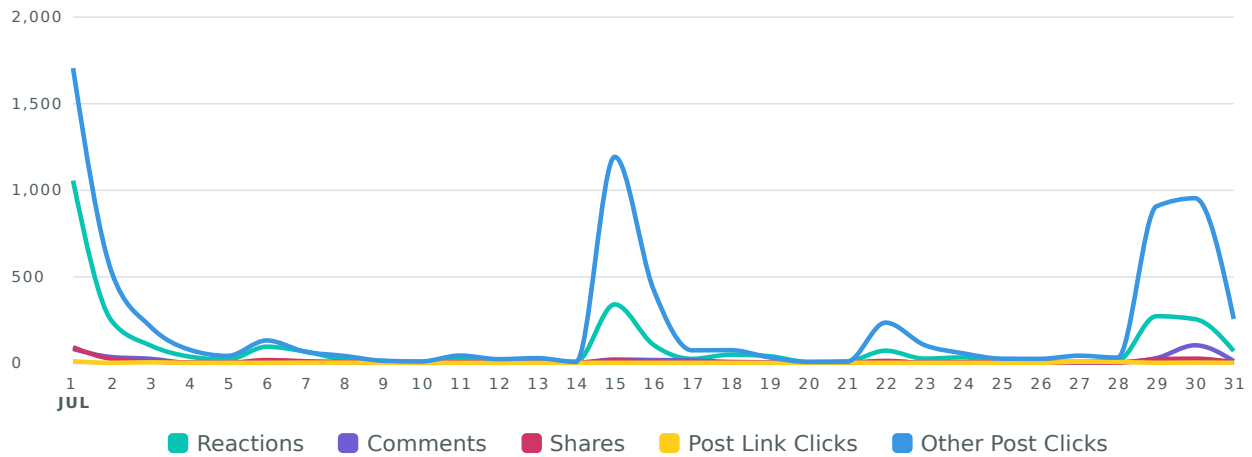
Auto Plays

98%

Facebook Engagement

See how people are engaging with your posts during the reporting period.

Engagements Comparison, by Day

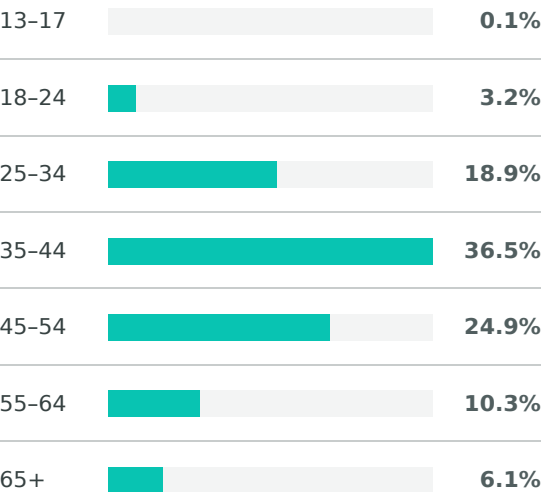


Engagement Metrics	Totals	% Change
Total Engagements	10,940	↗ 32.80%
Reactions	2,999	↗ 415.29%
Comments	358	↗ 16.99%
Shares	244	↘ 36.29%
Post Link Clicks	28	↘ 92.57%
Other Post Clicks	7,311	↗ 10.94%
Engagement Rate (per Impression)	14.9%	↗ 35.70%

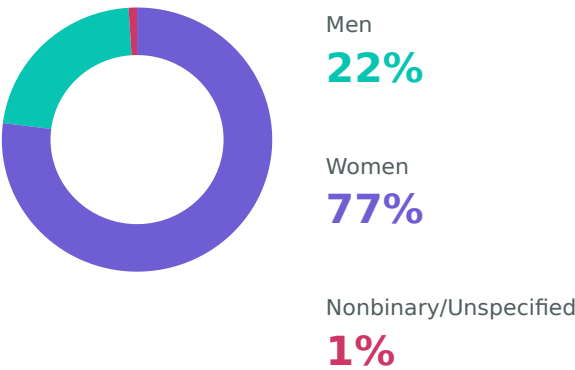
Facebook Page Fan Demographics

Review your audience demographics as of the last day of the reporting period.

Audience by Age ⓘ








Audience by Gender ⓘ



Women between the ages of 35-44 appear to be the leading force among your fans.

Audience Top Countries

 United States	1,249
 Nigeria	3
 Algeria	1
 Egypt	1
 Finland	1

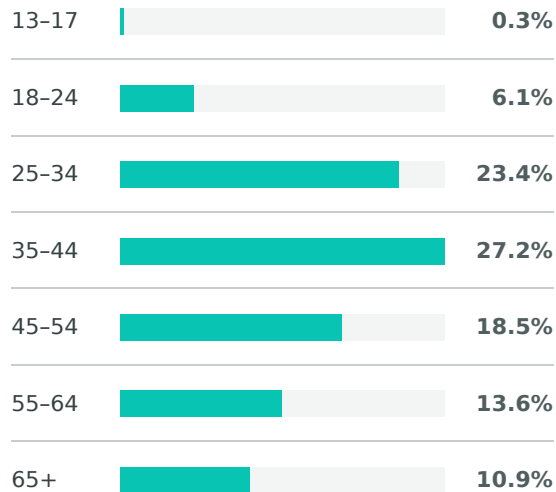
Audience Top Cities

Traverse City, MI	790
Interlochen, MI	18
Kalkaska, MI	13
Grand Rapids, MI	11
Elk Rapids, MI	8

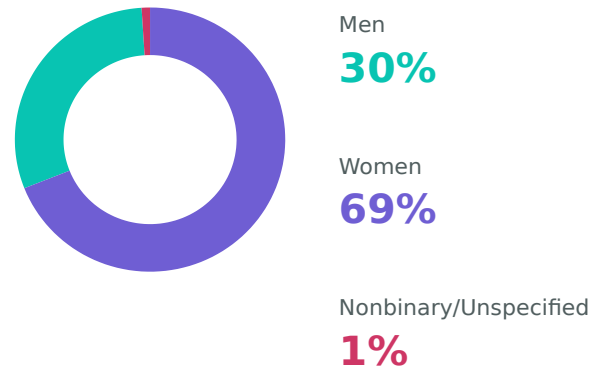
Facebook People Reached Demographics

Review the average daily user demographics of the people reached during the reporting period.

People Reached by Age ⓘ



People Reached by Gender ⓘ



Women between the ages of **35-44** have a higher potential to see your content and visit your Page.

People Reached Top Countries

	Daily Average
United States	1,852.9
Canada	21.23
United Kingdom	4.61
Germany	2.9
India	1.32

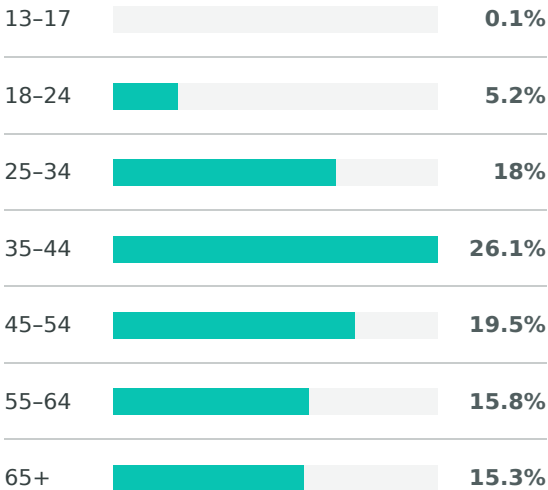
People Reached Top Cities

	Daily Average
Traverse City, MI	680.03
Traverse City, Michigan	75.06
Grand Rapids, MI	30.19
Kingsley, MI	18.55
Interlochen, MI	17.52

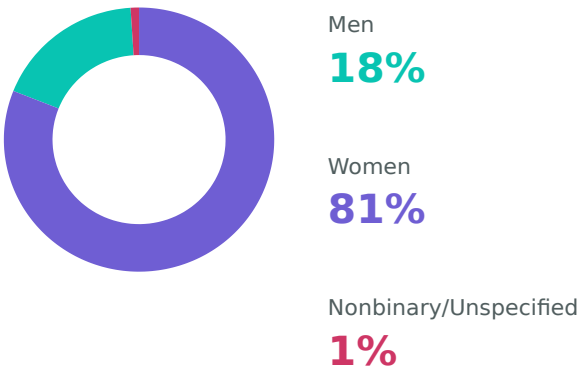
Facebook People Engaged Demographics

Review the average daily user demographics of the people who took action on your page during the reportin...

People Engaged by Age ⓘ



People Engaged by Gender ⓘ




Women between the ages of 35-44 are most likely to engage with your content.

People Engaged Top Countries	Daily Average
United States	353.33
Canada	1
Nepal	0.5
Germany	0.33
United Kingdom	0.33

People Engaged Top Cities	Daily Average
Traverse City, MI	185.5
Interlochen, MI	5.33
Grand Rapids, MI	4
Kingsley, MI	3.33
Suttons Bay, MI	3.17

Facebook Pages

Review your aggregate page metrics from the reporting period.

Page ▲	Fans	Net Page Likes	Published Posts	Impressions	Engagements	Post Link Clicks
Reporting Period	1,258	172	27	73,303	10,940	28
Jul 1, 2020 – Jul 31, 2020	↗ 15.7%	↗ 87%	↗ 1,250%	↘ 2.1%	↗ 32.8%	↘ 92.6%
Compare to	1,087	92	2	74,906	8,238	377
Jun 1, 2020 – Jun 30, 2020						
 Traverse City DDA	1,258	172	27	73,303	10,940	28



Facebook Pages for **Downtown TC (Official)**

July 2020

Determine your impact on Facebook by analyzing your Facebook Page activity.

Facebook Performance Summary

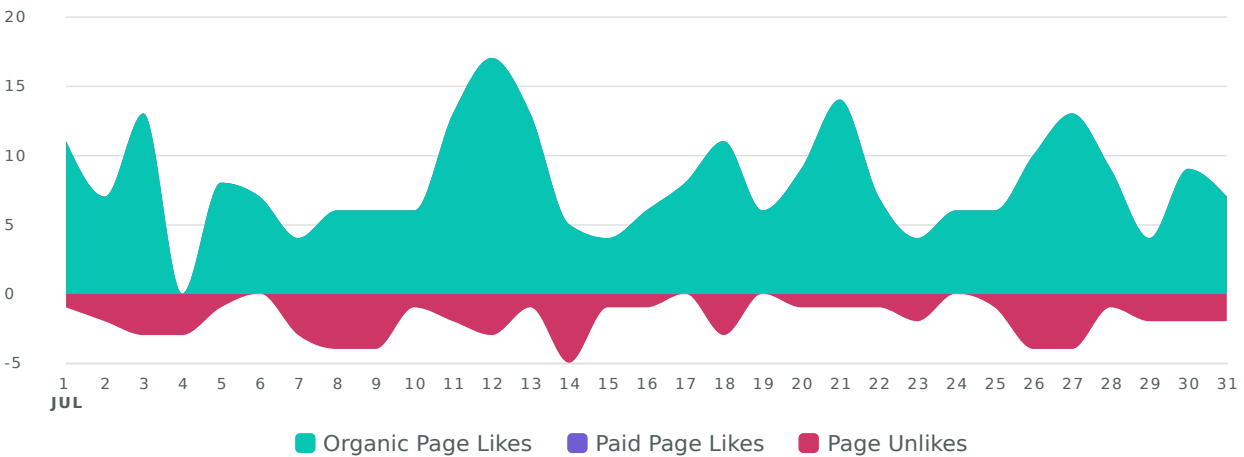
View your key profile performance metrics from the reporting period.

Impressions 261,736 ↗ 30%	Engagements 15,913 ↘ 16%	Post Link Clicks 155 ↘ 34.3%
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Facebook Audience Growth

See how your audience grew during the reporting period.

Net Page Likes Breakdown, by Day



Audience Metrics	Totals	% Change
Fans	22,353	↗0.83%
Net Page Likes	190	↘57.49%
Organic Page Likes	249	↘50.40%
Paid Page Likes	0	→0.00%
Page Unlikes	59	↗7.27%

Facebook Publishing Behavior

View the different types of posts you published during the selected time period.

Published Posts Content Breakdown, by Day









Publishing Behavior by Content Type	Totals	% Change
Total Published Posts	31	↗ 343%
Published Videos	2	↗ -
Published Photos	28	↗ 300%
Published Links	1	↗ -
Published Text	0	→ 0%

Facebook Top Posts

Review your top posts published during the selected time period, based on the post's lifetime performance.

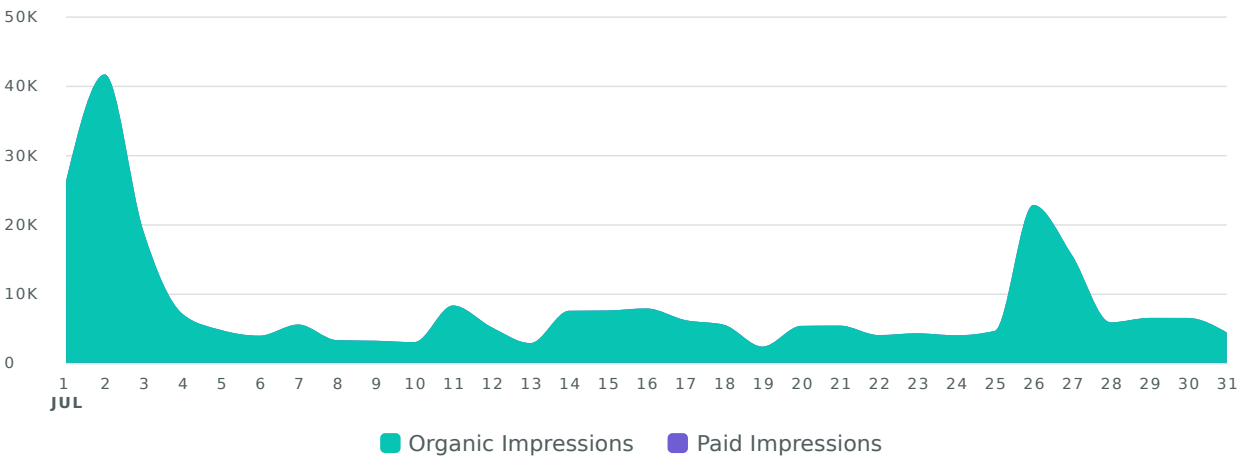
By Lifetime Engagements

 Downtown TC (...) Sat 7/11/2020 8:32 am P...	 Downtown TC (...) Wed 7/15/2020 1:19 pm ...	 Downtown TC (...) Tue 7/14/2020 12:09 pm...
<p>Take advantage of the warmer weather with outdoor dining Downtown! With Front Street</p> 	<p>Face masks are now required when visiting Downtown businesses. Thank you for</p> 	<p>We are sad to see such an iconic storefront closing its doors for good. Thank you,</p> 
Total Engagements 1,528	Total Engagements 1,139	Total Engagements 793
Reactions 297	Reactions 149	Reactions 165
Comments 40	Comments 19	Comments 40
Shares 34	Shares 7	Shares 18
Post Link Clicks -	Post Link Clicks -	Post Link Clicks -
Other Post Clicks 1,157	Other Post Clicks 964	Other Post Clicks 570

Facebook Impressions

Review how your content was seen by the Facebook community during the reporting period.

Impressions Breakdown, by Day

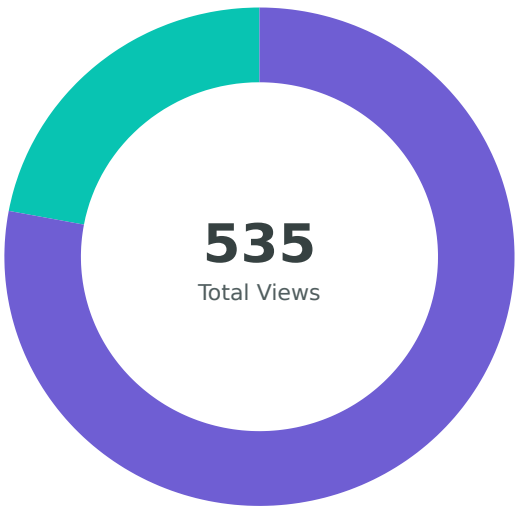


Impression Metrics	Totals	% Change
Total Impressions	261,736	↗ 29.99%
Organic Impressions	259,794	↗ 30.98%
Paid Impressions	0	→ 0.00%
Average Daily Impressions per Page	8,443.1	↗ 25.79%
Average Daily Reach per Page	4,964.32	↗ 11.75%

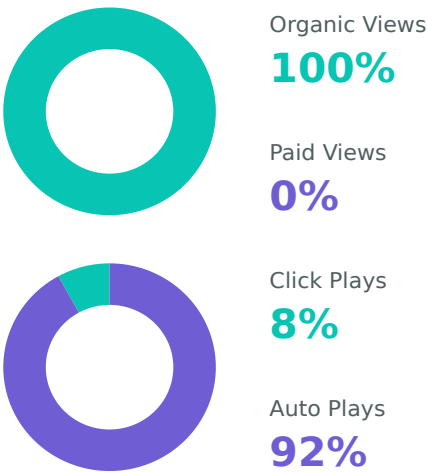
Facebook Video Performance

View your aggregate video performance during the reporting period.

View Metrics



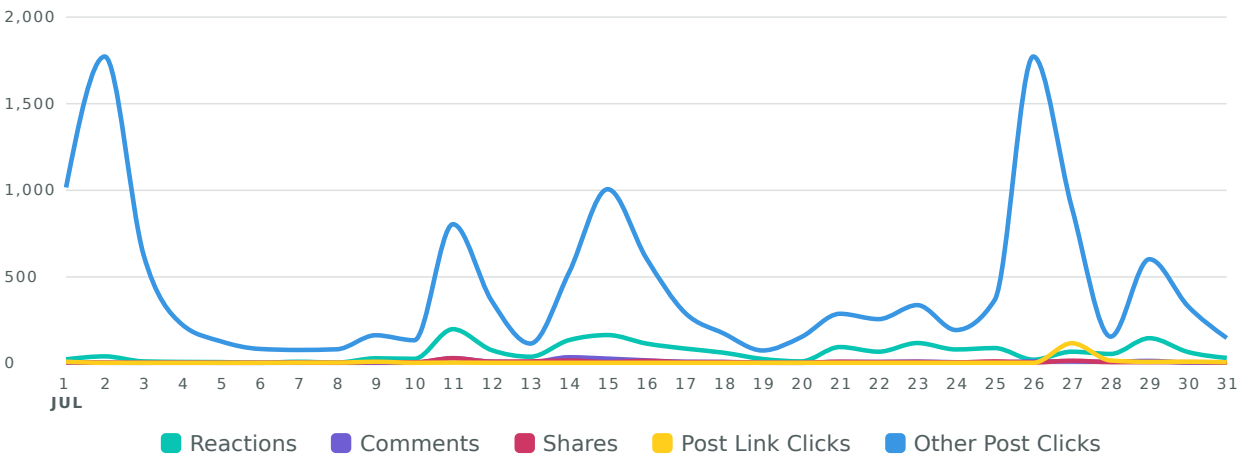
Viewing Breakdown



Facebook Engagement

See how people are engaging with your posts during the reporting period.

Engagements Comparison, by Day

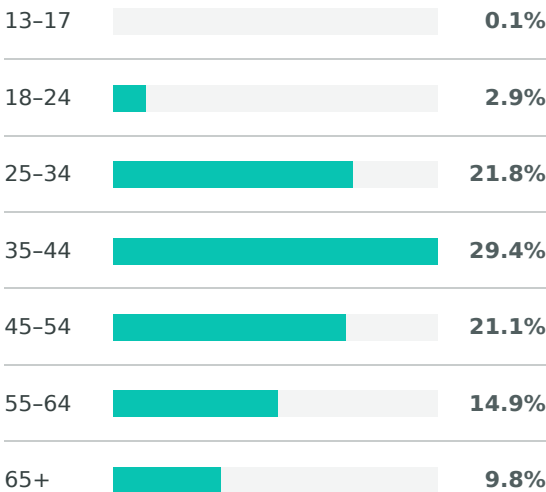


Engagement Metrics	Totals	% Change
Total Engagements	15,913	↘ 15.97%
Reactions	1,800	↘ 69.27%
Comments	177	↘ 68.51%
Shares	141	↘ 73.45%
Post Link Clicks	155	↘ 34.32%
Other Post Clicks	13,640	↗ 16.09%
Engagement Rate (per Impression)	6.1%	↘ 35.35%

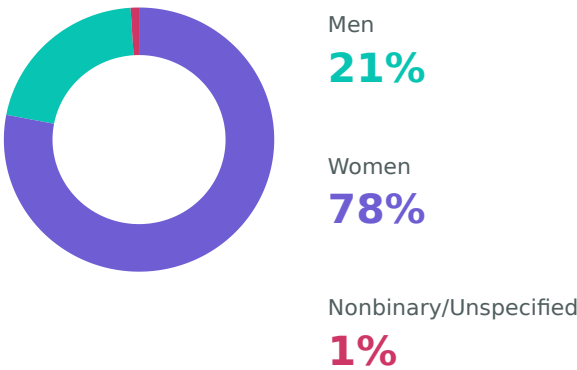
Facebook Page Fan Demographics

Review your audience demographics as of the last day of the reporting period.

Audience by Age ⓘ








Audience by Gender ⓘ



Women between the ages of **35-44** appear to be the leading force among your fans.

Audience Top Countries

 United States	22,069
 Canada	48
 Germany	19
 United Kingdom	13
 India	13

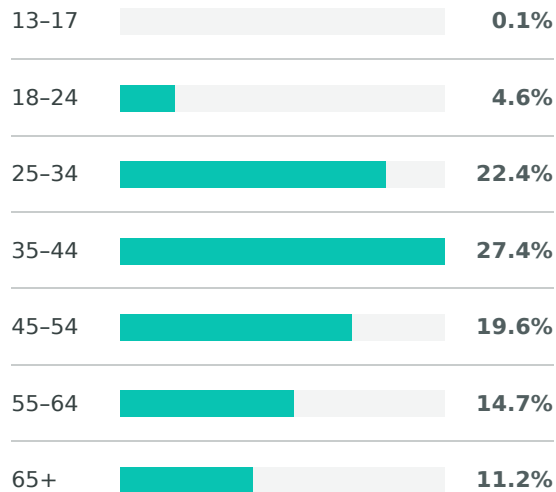
Audience Top Cities

Traverse City, MI	7,903
Grand Rapids, MI	508
Kingsley, MI	274
Interlochen, MI	261
Kalkaska, MI	260

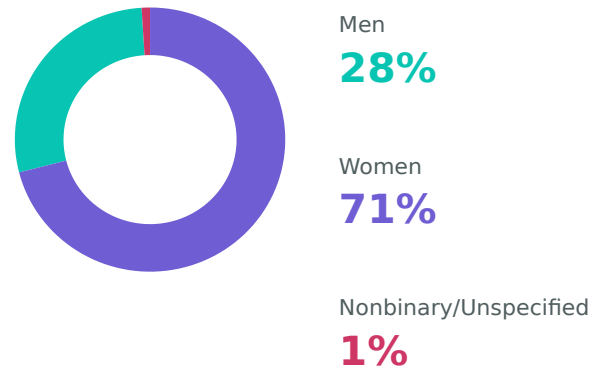
Facebook People Reached Demographics

Review the average daily user demographics of the people reached during the reporting period.

People Reached by Age ⓘ








People Reached by Gender ⓘ



Women between the ages of **35-44** have a higher potential to see your content and visit your Page.

People Reached Top Countries

	Daily Average
 United States	4,757.71
 Canada	23.71
 Puerto Rico	15.58
 United Kingdom	8.48
 Germany	6

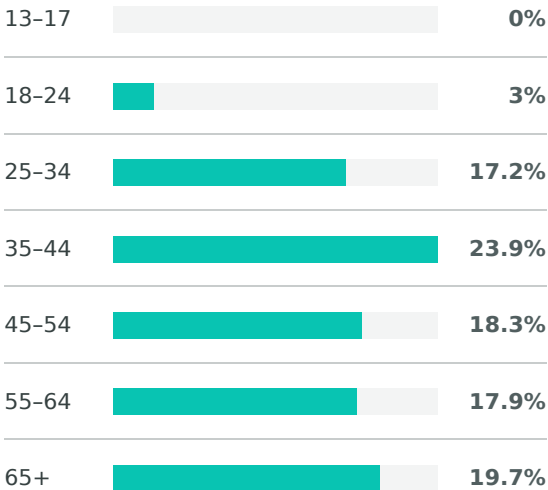
People Reached Top Cities

	Daily Average
Traverse City, MI	1,350.42
Traverse City, Michigan	319.65
Grand Rapids, MI	86.87
Kingsley, MI	42.9
Interlochen, MI	39.39

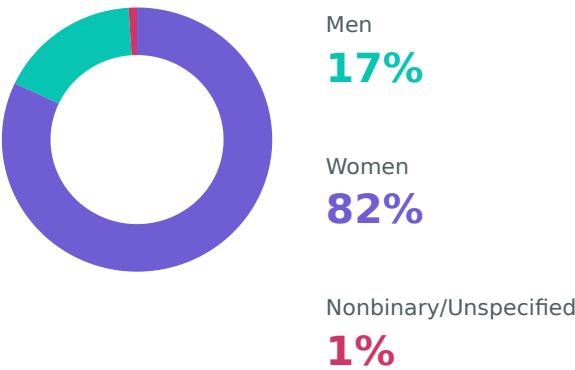
Facebook People Engaged Demographics

Review the average daily user demographics of the people who took action on your page during the reportin...

People Engaged by Age ⓘ



People Engaged by Gender ⓘ





Women between the ages of 35-44 are most likely to engage with your content.

People Engaged Top Countries	Daily Average
United States	143
Brazil	0.29
Germany	0.29
New Zealand	0.29
Argentina	0.14

People Engaged Top Cities	Daily Average
Traverse City, MI	57.43
Traverse City, Michigan	13.43
Lake Ann, MI	1.14
Grawn, MI	1
Interlochen, MI	1

Facebook Pages

Review your aggregate page metrics from the reporting period.

Page ▲	Fans	Net Page Likes	Published Posts	Impressions	Engagements	Post Link Clicks
Reporting Period	22,353	190	31	261,736	15,913	155
Jul 1, 2020 – Jul 31, 2020	↗ 0.8%	↘ 57.5%	↗ 343%	↗ 30%	↘ 16%	↘ 34.3%
Compare to	22,168	447	7	201,355	18,937	236
Jun 1, 2020 – Jun 30, 2020						
  Downtown TC (Offi...	22,353	190	31	261,736	15,913	155



Instagram Business Profiles for **Downtown Traverse City**

July 2020

Determine the impact of Instagram content by analyzing your activity.

Instagram Performance Summary

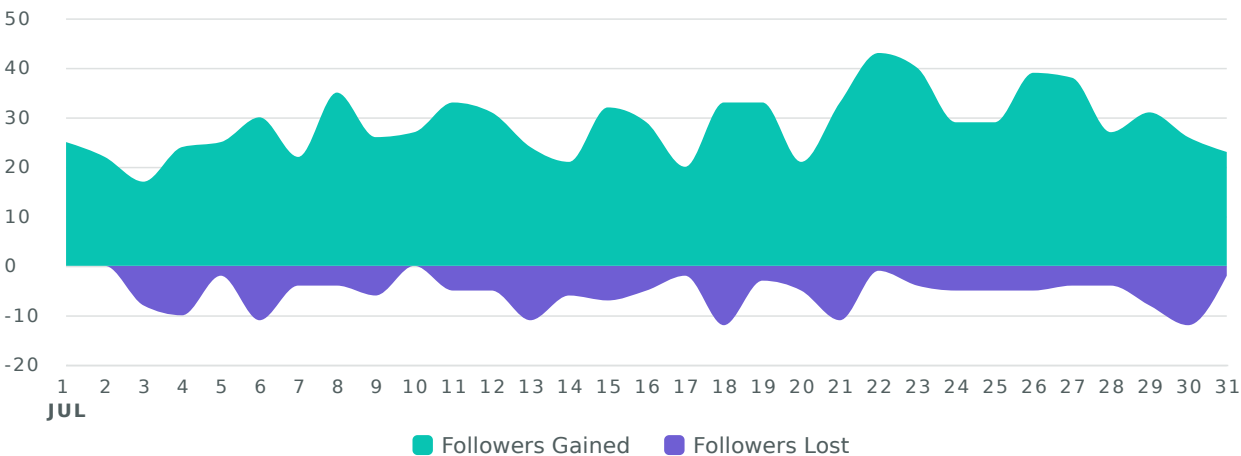
View your key profile performance metrics from the reporting period.

Impressions 242,763 ↗261%	Engagements 7,477 ↗1,209%	Profile Actions 34 ↗36%
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Instagram Audience Growth

See how your audience grew during the reporting period.

Net Follower Growth Breakdown, by Day

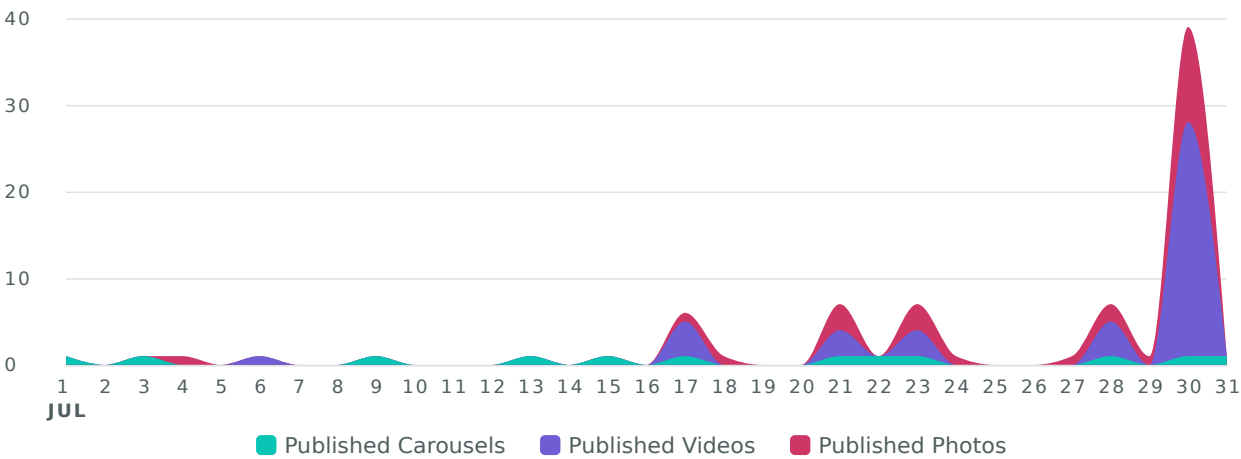


Audience Metrics	Totals	% Change
Followers	26,914	↗ 2.75%
Net Follower Growth	721	↗ 20.17%
Followers Gained	888	↗ 48.00%
Followers Lost	167	↗ 100.00%

Instagram Publishing Behavior

View the different types of posts and stories you published during the selected time period.

Published Posts & Stories Content Breakdown, by Day









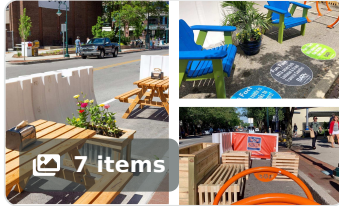


Publishing Behavior by Content Type	Totals	% Change
Total Published Posts & Stories	79	↗ 3,850%
Published Carousels	12	↗ 1,100%
Published Videos	42	↗ -
Published Photos	25	↗ 2,400%

Instagram Top Posts & Stories

Review your top posts and stories published during the selected time period, based on the post or story's life...

By Lifetime Engagements

  downtown_tc Wed 7/29/2020 9:17 am ...	  downtown_tc Wed 7/15/2020 3:03 pm ...	  downtown_tc Wed 7/22/2020 3:38 pm ...
What a morning! Thank you to all who joined @yenyogafitness' inaugural	#DowntownTC is open and face masks are required when visiting your favorite local	Local nonprofits have teamed up to provide designated areas for our community to
		
Total Engagements 916	Total Engagements 860	Total Engagements 703
Likes 889	Likes 837	Likes 678
Comments 16	Comments 13	Comments 19
Saves 11	Saves 10	Saves 6

Instagram Outbound Hashtag Performance

Review your hashtag usage during the reporting period and contrast them with hashtags that drew the most ...

Most Used Hashtags

#downtowntc	11
#traversecity	11
#DowntownTC	5
#supportlocal	4
#TraverseCity	2
#communityart	2
#communitylove	2
#maskupmi	2
#publicartrocks	2
#publicartwork	2

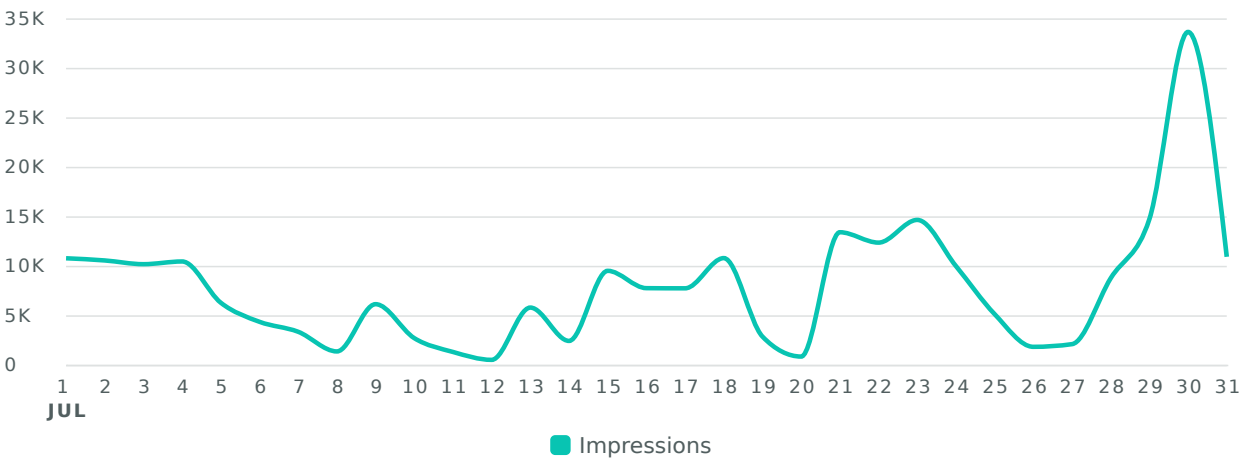
Top Hashtags by Lifetime Engagements

#traversecity	4,594
#downtowntc	4,084
#DowntownTC	2,637
#supportlocal	1,606
#communitylove	1,275
#maskupmi	1,116
#staysafetostayopen	1,116
#TraverseCity	1,106
#streetyoga	916
#tcmi	916

Instagram Impressions

Review how your content was seen by the Instagram community during the reporting period.

Impressions, by Day

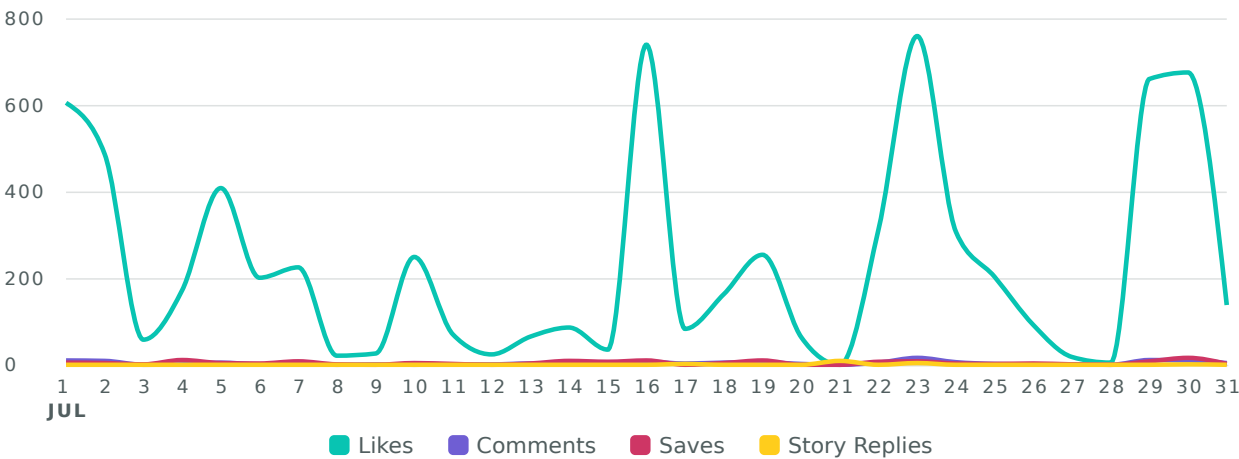


Impression Metrics	Totals	% Change
Impressions	242,763	↗261%
Average Daily Impressions per Profile	7,831.06	↗249%
Average Daily Reach per Profile	3,816.13	↗275%

Instagram Engagement

See how people are engaging with your posts and stories during the reporting period.

Engagements Comparison, by Day

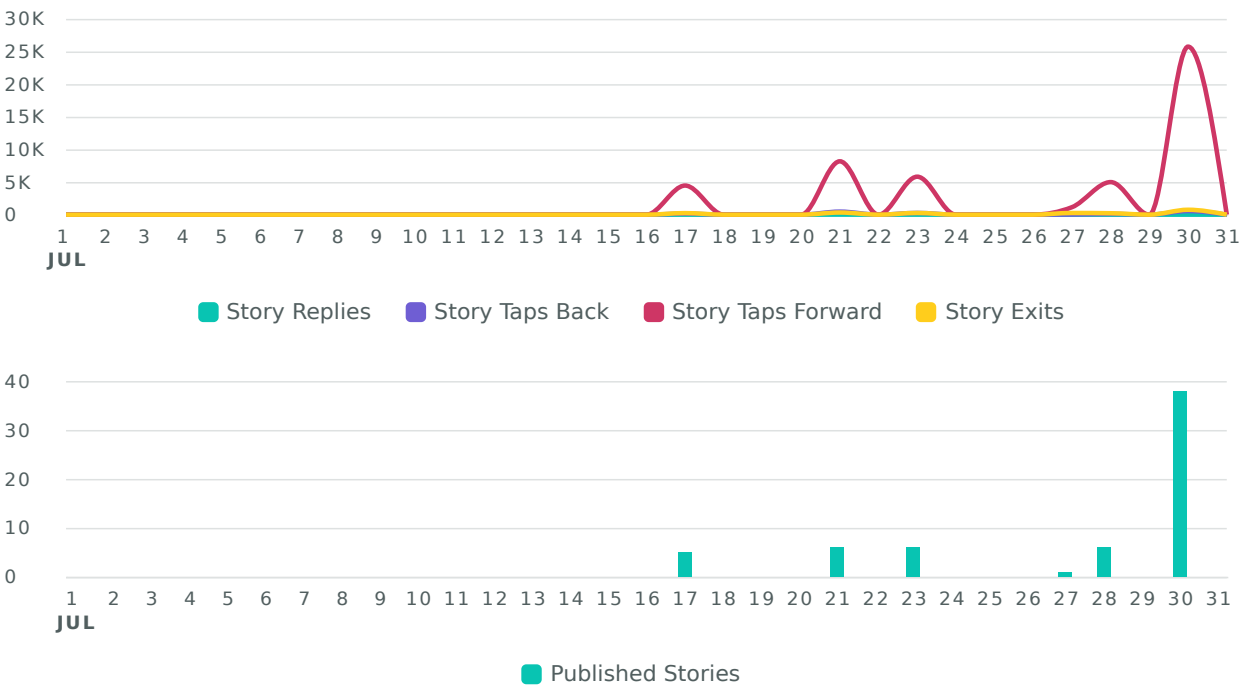


Engagement Metrics	Totals	% Change
Total Engagements	7,477	↗1,209.46%
Likes	7,204	↗1,198.02%
Comments	121	↗1,110.00%
Saves	136	↗2,166.67%
Story Replies	16	↗100.00%
Engagement Rate (per Impression)	3.1%	↗263.06%

Instagram Stories Performance

Review how people are viewing and interacting with the stories that you published during the selected date r...

Published Stories, by Day

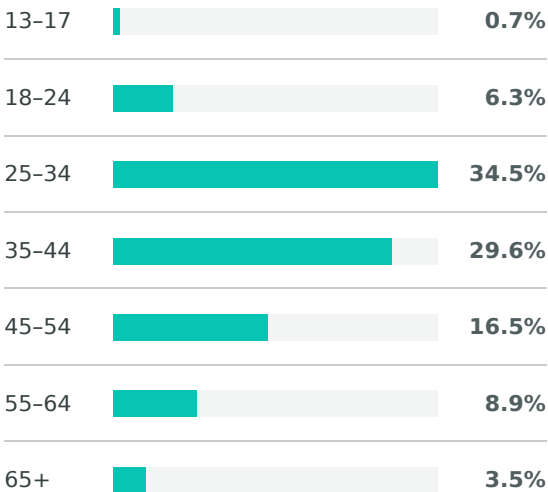


Story Metrics	Totals	% Change
Published Stories	62	↗ -
Story Replies	16	-
Story Taps Back	1,577	-
Story Taps Forward	50,329	-
Story Exits	2,049	-
Story Impressions	61,573	-
Average Reach per Story	926	-

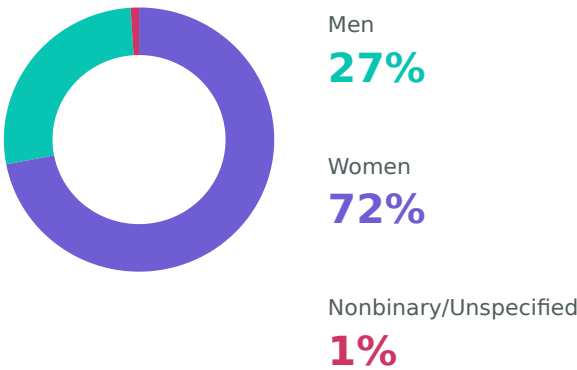
Instagram Audience Demographics

Review your audience demographics as of the last day of the reporting period.

Audience by Age ⓘ








Audience by Gender ⓘ



Women between the ages of **25-34** appear to be the leading force among your followers.

Audience Top Countries



 United States	24,491
 Canada	114
 United Kingdom	50
 Germany	31
 Brazil	24

Audience Top Cities

Traverse City, Michigan	6,248
Grand Rapids, Michigan	970
Chicago, Illinois	370
Detroit, Michigan	331
Ann Arbor, Michigan	250

Instagram Profiles

Review your aggregate profile metrics from the reporting period.

Profile ▲	Followers	Net Follower Growth	Published Posts & Stories	Impressions	Engagements	Engagement Rate (per Impression)
Reporting Period Jul 1, 2020 – Jul 31, 2020	26,914 ↗ 2.8%	721 ↗ 20.2%	79 ↗ 3,850%	242,763 ↗ 261%	7,477 ↗ 1,209%	3.1% ↗ 263%
Compare to Jun 1, 2020 – Jun 30, 2020	26,193	600	2	67,308	571	0.8%
  Downtown Travers... downtown_tc	26,914	721	79	242,763	7,477	3.1%

Traverse City DDA

Instagram: @downtown_tc

Facebook: Downtown TC (Official) & Traverse City DDA

Facebook Event:

Boosted Facebook Event Results:

Boosted for 2 days with \$50 budget

Audience ages 25-54 that live in Traverse City (+20 mile radius)

Reach 5,224

Engagements 147 (96 link clicks, 29 event responses)

Total Facebook Event Results: (boosted event results included)

Published 40 posts (2 Photo Competition, 6 Celebrity Shoppers, 32 Participating Businesses)

Reach 11,400

Responses 243

Audience Women 35-44 (23% of Total Responses)

Celebrity Shoppers:

Total Instagram Story Results:

Published 65 stories

Reach 76,155

Shares 9

Replies 15

Profile Visits 44

Total Instagram Live Results: (Christal Frost)

Published 3 lives

Reach 6,167 (saved as IG feed post)

Shares 4

Replies (Comments) 4

Profile Visits 13

Total Facebook Story Results:

Published 52 stories

Unique Opens 11,617

Engagements 67

Profile Visits 11



Individual Celebrity Shopper Results:

Monday - Dr. John Van Wagoner, TCAPS Superintendent (10 IG-Stories)

Businesses tagged: TCAPS, Golden Shoes, Critters, Momentum

Tuesday - Christal Frost, The Christal Frost Show (3 IG-Live/IG-Stories)

Businesses tagged: Christal Frost, Glitz and Spurs, Wilsons Antiques, Pop-Kies
Popcorn

Wednesday - Ashlea Walter, City Commissioner (14 FB/IG-Stories)

Businesses tagged: Ashlea Walter, Backcountry North, Toy Harbor, My Secret Stash

Thursday - Sierra Moore, National Cherry Queen(10 FB/IG-Stories)

Businesses tagged: National Cherry Festival, National Cherry Queen, Sincerely Betty,
Flea, The Exchange

Saturday - Michele Howard, TADL Director (9 FB/IG-Stories)

Businesses tagged: Traverse Area District Library, Brilliant Books, Horizon Books

Sunday - Heather Spooner, Owner of Ampersand and Lettering Lab (19 FB/IG-Stories)

Businesses tagged: Ampersand and Lettering Lab, Cherry Republic, Sunglass Shoppe,
On the Rocks, West Bay Handmade (Sweet Fern, Kristin MacKenzie Design, Anna
Buell)

	John	Christal	Ashlea	Sierra	Michele	Heather
INSTAGRAM STORIES	10	3	14	10	9	19
Reach (highest / total)	1,705 15,110	1,262 3,312	1,353 14,655	1,392 13,411	893 7,536	12,582 22,131
Shares	1	1	4	2	0	1
Replies	2	1	3	0	2	7
Profile Visits	4	8	4	7	0	21
FACEBOOK STORIES	-	-	14	10	9	19
Unique Opens (highest / total)	-	-	427 2,983	296 2,134	415 1,906	503 4,242
Engagements	-	-	10	7	4	39



Profile Visits	-	-	3	2	2	2
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