

Traverse City Downtown Development Authority Regular Meeting

January 21, 2022

8:30 am

Commission Chambers, Governmental Center
400 Boardman Avenue
Traverse City, Michigan 49684



The City of Traverse City does not discriminate on the basis of disability in the admission to, access to, treatment in, or employment in, its programs or activities. Penny Hill, Assistant City Manager, 400 Boardman Avenue, Traverse City, Michigan 49684, phone 231-922-4440, TDD/TTY 231-922-4412, VRS 231-421-7008, has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA Coordinator.

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

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. WELCOME NEW BOARD MEMBERS AND STAFF

3. ROLL CALL

4. REVIEW AND APPROVAL OF AGENDA

5. 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.

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| A. | Consideration of approving the minutes of the regular meeting of December 17, 2021 (approval recommended) (Jean Derenzy)
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| B. | Consideration of approving the meeting minutes of the strategic planning meeting of December 10, 2021 (approval recommended) (Jean Derenzy)
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| C. | Consideration of approving the financial reports and disbursements for DDA, TIF 97, Old Town TIF, Parking Services and Arts Commission for December 2021 (approval recommended) (Jean Derenzy, Nicole VanNess, Jean Derenzy)
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B.	Consideration to enter into an agreement with the Grand Traverse County Brownfield Redevelopment Authority (approval recommended) (Jean Derenzy)	29 - 47
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C.	Consideration to approve an amendment to the Grand Traverse County Parking Lot L lease agreement (approval recommended) (Jean Derenzy, Nicole VanNess)	49 - 51
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| A. | Transportation and Mobility Director Report (Nicole VanNess) | 63 - |
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| B. | Communications & Outreach Director Report (Art Bukowski) | 67 - |
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11. RECEIVE AND FILE

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| A. | Experience Coordinator Report (Abby Taylor) | 69 |
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| B. | Arts Commission December 2021 Meeting Minutes | 71 - |
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| C. | DTCA December 2021 Meeting Minutes | 75 - |
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| E. | December 10, 2021 DDA Strategic Planning Documentation and Results Summary (Megan Motil, Parallel Solutions)) | 81 - |
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12. PUBLIC COMMENT

13. ADJOURNMENT



**Minutes of the
Downtown Development Authority for the City of Traverse City
Regular Meeting
Friday, December 17, 2021**

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: Chairperson Gabe Schneider, Board Member Steve Nance, Board Member Peter Kirkwood, Board Vice Chair Scott Hardy, Board Member Damian Lockhart, Board Member Jeff Joubran, and Mayor Richard Lewis

The following Board Members were absent: Board Member Pam Marsh, Commissioner Pam DeMerle, and Board Member Todd McMillen

Chairperson Bagdon-McCallum presided at the meeting.

(a) **CALL TO ORDER**

Schneider called the meeting to order at 8:30AM

(b) **ROLL CALL**

Michael joined the meeting at 8:33am.

(c) **REVIEW AND APPROVAL OF AGENDA**

- (1) Remove item 6C
Approval of the agenda as amended.

Moved by Gabe Schneider, Seconded by Peter Kirkwood

Yes: Gabe Schneider, Steve Nance, Peter Kirkwood, Scott Hardy,
Damian Lockhart, Jeff Joubran, and Richard Lewis

Absent: Pam Marsh, Pam DeMerle, and Todd McMillen

CARRIED. 7-0-3 on a recorded vote

(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 the minutes of the regular meeting of November 19, 2021 (approval recommended) (Jean Derenzy)
- (2) Approval of the financial reports and disbursements for DDA, TIF 97, Old Town TIF, Parking Services, and Arts Commission for 2021 (approval recommended) (Jean Derenzy, Harry Burkholder, Nicole VanNess)

That the DDA Board approve the consent calendar as presented.

Moved by Jeff Joubran, Seconded by Damian Lockhart

Yes: Gabe Schneider, Steve Nance, Peter Kirkwood, Scott Hardy,
Damian Lockhart, Jeff Joubran, and Richard Lewis

Absent: Pam Marsh, Pam DeMerle, and Todd McMillen

CARRIED. 7-0-3 on a recorded vote

(e) **ITEMS REMOVED FROM CONSENT CALENDAR**

(f) **SPECIAL ORDER OF BUSINESS**

- (1) Lower Boardman Final Unified Plan (approval recommended) (Jean Derenzy, Harry Burkholder)

The Following addressed the board:

Jean Derenzy, DDA CEO
Brett Fessel, Co-Chair of Leadership Team
Harry Burkholder
Gabe Schneider
Peter Kirkwood
Scott Hardy
Steve Nance
Richard Lewis
Tim Warner, City Commissioner
Mitchell Treadwell, City Commissioner
Mike Vickery

That the DDA Board of Directors approve the unified plan for the Lower Boardman River and send it forward for consideration and approval by the Planning Commission, Parks and Recreation Commission and the City Commission.

Moved by Peter Kirkwood, Seconded by Scott Hardy

Yes: Peter Kirkwood, Scott Hardy, Gabe Schneider, Steve Nance, Damian Lockhart, Jeff Joubran, and Richard Lewis

Absent: Pam Marsh, Pam DeMerle, and Todd McMillen

CARRIED. 7-0-3 on a recorded vote

- (2) Retail Incubator Business Plan (TC HatchPad) (approval recommended) (Jean Derenzy, Harry Burkholder)

The Following Addressed the Board:

Jean Derenzy, DDA CEO
Warren Call
Gabe Schneider
Steve Nance
Peter Kirkwood
Jeff Joubran
Scott Hardy
Richard Lewis
Audrey Michael

That the DDA Board of Directors approves the Retail Incubator Business Plan.

Moved by Richard Lewis, Seconded by Scott Hardy

Yes: Gabe Schneider, Steve Nance, Peter Kirkwood, Scott Hardy, Damian Lockhart, Jeff Joubran, and Richard Lewis

Absent: Pam Marsh, Pam DeMerle, and Todd McMillen

CARRIED. 7-0-3 on a recorded vote

- (3) Removed from Agenda

(g) **NEW BUSINESS**

- (1) Approval of an amendment to the Parkmobile vendor agreement (approval recommended) (Jean Derenzy, Nicole VanNess)

The following addressed the Board:

Nicole VanNess

That the DDA Board of Directors Recommends the City Commission amend the Parkmobile agreement to increase the per transaction costs and continue passing the transaction fees onto customers.

Moved by Scott Hardy, Seconded by Damian Lockhart

Yes: Gabe Schneider, Steve Nance, Peter Kirkwood, Scott Hardy, Damian Lockhart, Jeff Joubran, and Richard Lewis

Absent: Pam Marsh, Pam DeMerle, and Todd McMillen

CARRIED. 7-0-3 on a recorded vote

(h) **CEO REPORT**

(1) Project Updates

The following addressed the Board:

Jean Derenzy, DDA CEO
Gabe Schneider
Peter Kirkwood
Scott Hardy

(2) Reimagine East Front Street Initiative

The following addressed the Board:

Jean Derenzy, DDA CEO
Gabe Schneider
Scott Hardy

(i) **BOARD MEMBER UPDATES**

(1) Committee Appointments (motion required) (Gabe Schneider)

Nominated for Governance Committee
Kirkwood nominated Scott Hardy
Lewis nominated McMillen

Schneider had asked that this item be moved to the January meeting when more board members are present.

(2) Arts Commission Update (Steve Nance)

The following addressed the board:

Steve Nance
Gabe Schneider

- (3) Parking Subcommittee Update (Scott Hardy)

The Following Addressed the Board:

Scott Hardy
Richard Lewis

(j) **STAFF REPORTS**

(1)

Transportation Mobility Director Report (Nicole VanNess)

VanNess distributed an updated memo to the Board.

The following addressed the board:

Nicole VanNess

- (2) Experience Coordinator Report (Abby Taylor)

The following addressed the Board:

Nicole VanNess

(k) **RECEIVE AND FILE**

- (1) November 17, 2021 Arts Commission Meeting Minutes
- (2) December 9, 2021 DTCA Meeting Minutes
- (3) December 2, 2021 Parking Subcommittee Meeting Minutes

(l) **PUBLIC COMMENT**

No public comment.

(m) **ADJOURNMENT**

Chairperson Schneider adjourned the meeting at 10:04AM.

Jean Derenzy, Traverse City DDA
CEO

Draft



**Minutes of the
Downtown Development Authority for the City of Traverse City
Special Meeting
December 10, 2021
9:00am**

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 9 a.m.

The following Board Members were in attendance: Chairperson Gabe Schneider, Board Member Steve Nance, Board Member Peter Kirkwood, Board Vice Chair Scott Hardy, Board Member Damian Lockhart, Board Member Jeff Joubran, Mayor Richard Lewis, Board Member Pam Marsh, Commissioner Pam DeMerle, and Board Member Todd McMillen

The following Board Members were absent: None

Chairperson Schneider presided at the meeting.

(a) **CALL TO ORDER**

Schneider called the meeting to order at 9:02 AM

(b) **ROLL CALL**

(c) **REVIEW AND APPROVAL OF AGENDA**

Consideration of approving agenda as presented

(1)

Approval of agenda as presented

Approval of the agenda as presented

Moved by Jeff Joubran, Seconded by Pam Marsh

Yes: Jeff Joubran, Pam Marsh, Gabe Schneider, Steve Nance, Peter Kirkwood, Scott Hardy, Damian Lockhart, Richard Lewis, Pam DeMerle, and Todd McMillen
Absent: None

CARRIED. 10-0-0 on a recorded vote

(d) **SPECIAL ORDER OF BUSINESS**

(1)

Strategic Planning Discussion (Jean Derenzy, Harry Burkholder)

The Following Addressed the Board:

Peter Kirkwood
Scott Hardy
Jeff Joubran
Harry Burkholder
Richard Lewis
Steve Nance
Todd McMillen
Megan Mohil (Parellel Solutions)
Jean Derenzy
Damian Lockhart
Pam Marsh
Pam DeMerle

(e) **ADJOURNMENT**

Schneider adjourned the meeting at 11:57AM

Jean Derenzy, Traverse City DDA
CEO

Traverse City DDA - General

Balance Sheet
As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Fifth Third Checking - 3112	3,652,693.48
1072 Bill.com Money Out Clearing	0.00
Fifth Third Savings - 6740	202,494.42
Petty Cash	548.19
Total Bank Accounts	\$3,855,736.09
Accounts Receivable	
1200 Accounts Receivable	670,069.75
Total Accounts Receivable	\$670,069.75
Other Current Assets	
1220 Grants Receivable	0.00
1480 Payroll Advance	0.00
1499 Undeposited Funds	0.00
Deposits in Transit	0.00
Due From APS	1,088.89
Due From Arts Council	352.00
Due From DTCA	10,313.70
Total Other Current Assets	\$11,754.59
Total Current Assets	\$4,537,560.43
Other Assets	
Due From Other Funds	51,790.00
Pre-Paid Expense	4,701.00
Work in Progress	0.00
Total Other Assets	\$56,491.00
TOTAL ASSETS	\$4,594,051.43

Traverse City DDA - General

Balance Sheet
As of December 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	31,584.74
Total Accounts Payable	\$31,584.74
Credit Cards	
2150 First National Bank Card	
2153 First National - 8689	0.00
Total 2150 First National Bank Card	0.00
Total Credit Cards	\$0.00
Other Current Liabilities	
2110 Direct Deposit Liabilities	0.00
2200 Payroll Liabilities	0.00
2205 457b Payable	3,597.82
2210 Federal Income Tax Payable	0.00
2215 Health Insurance Payable	-28.96
2220 Life Insurance Payable	0.00
2225 Medicare Tax Payable	0.00
2230 Social Security Tax Payable	0.00
2235 State Income Tax Payable	0.00
2240 State Unemployment Tax Payable	196.28
2245 Wage Garnishment Payable	0.00
Total 2200 Payroll Liabilities	3,765.14
2400 GRANTS	
2401 Coastal Zone Management	0.00
2402 Destination Downtown	0.00
2403 EGLE -- Cornwell Development	0.00
2404 Healthy Drinking Culture Grant	0.00
2405 Lower Boardman	0.00
2406 Match on Main MEDC Grant	0.00
2407 MEDC (Civic Square)	0.00
2408 Professional Development	0.00
2409 Rotary Charities	0.00
2410 Seed Grant	0.00
2411 Tech Incubator Fund	0.00

Traverse City DDA - General

Balance Sheet
As of December 31, 2021

	TOTAL
Total 2400 GRANTS	0.00
Accrued Payroll Liabilities	5,957.53
Accrued Salaries	25,907.43
Bryan Crough Memorial Fund	0.00
Bumpout Project Funds Collected	0.00
Buy Local Give Local Campaign	0.00
Deferred Income	219,829.23
Deposits Payable	0.00
Double Up Food Bucks	-284.39
EBT Bridge Card	-17,612.91
Ironman	0.00
NCF Reimbursements	-551.00
Prescriptions for Health	2,318.64
Project Fresh	5,394.00
Senior Project Fresh	-11,643.00
Total Deposits Payable	-22,378.66
Due to Oldtown TIF	514,561.92
Due to Other Funds	0.00
Due to TIF 97	2,758,462.34
Suspense	0.00
Total Other Current Liabilities	\$3,506,104.93
Total Current Liabilities	\$3,537,689.67
Total Liabilities	\$3,537,689.67
Equity	
3000 Opening Bal Equity	107,606.27
3900 Retained Earnings	789,700.02
Net Income	159,055.47
Total Equity	\$1,056,361.76
TOTAL LIABILITIES AND EQUITY	\$4,594,051.43

Balance Sheet
As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND CASH EQUIVALENTS	
1001 Fifth Third Checking - 8026	3,432,467.34
Total 1000 CASH AND CASH EQUIVALENTS	3,432,467.34
Total Bank Accounts	\$3,432,467.34
Accounts Receivable	
1200 ACCOUNTS RECEIVABLE	262,650.25
Total Accounts Receivable	\$262,650.25
Other Current Assets	
1100 OTHER CURRENT ASSETS	
1103 Due From Other Funds	0.00
1104 Due From DDA	2,758,462.34
Total 1100 OTHER CURRENT ASSETS	2,758,462.34
Undeposited Funds	0.00
Total Other Current Assets	\$2,758,462.34
Total Current Assets	\$6,453,579.93
Fixed Assets	
Land	0.00
Total Fixed Assets	\$0.00
Other Assets	
Accounts Rec - DO NOT USE	0.00
Pre-Paid Expense	0.00
Work in Progress	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$6,453,579.93
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 ACCOUNTS PAYABLE	223,899.83
Due to City - Capital Projects	0.00
Total Accounts Payable	\$223,899.83
Other Current Liabilities	
2100 DUE TO OTHER FUNDS	0.00
2200 DEFERRED REVENUE	245,237.86
Accounts Payable - DO NOT USE	0.00
Total Other Current Liabilities	\$245,237.86
Total Current Liabilities	\$469,137.69
Total Liabilities	\$469,137.69
Equity	
Opening Bal Equity	-21,200.00
Retained Earnings	3,887,812.60
Net Income	2,117,829.64
Total Equity	\$5,984,442.24
TOTAL LIABILITIES AND EQUITY	\$6,453,579.93

DDA Old Town TIF

Balance Sheet
As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND CASH EQUIVILENTS	
1001 Fifth Third Checking - 0650	525,937.36
Total 1000 CASH AND CASH EQUIVILENTS	525,937.36
Total Bank Accounts	\$525,937.36
Other Current Assets	
1100 OTHER CURRENT ASSETS	
1103 Due From Other Funds	0.00
1104 Due From DDA	514,561.92
Total 1100 OTHER CURRENT ASSETS	514,561.92
Total Other Current Assets	\$514,561.92
Total Current Assets	\$1,040,499.28
TOTAL ASSETS	\$1,040,499.28
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 ACCOUNTS PAYABLE	68,412.50
Total Accounts Payable	\$68,412.50
Other Current Liabilities	
2100 DUE TO OTHER FUNDS	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$68,412.50
Total Liabilities	\$68,412.50
Equity	
Retained Earnings	522,467.68
Net Income	449,619.10
Total Equity	\$972,086.78
TOTAL LIABILITIES AND EQUITY	\$1,040,499.28

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 12/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21	YTD BALANCE 12/31/2021	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	0.00	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	1,000,000.00	53,274.20	1,123,802.49	0.00	(123,802.49)	112.38
585-000-653.000	PERMITS-SURFACE LOTS	150,000.00	74,199.50	121,060.88	0.00	28,939.12	80.71
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	0.00	645.00	0.00	(645.00)	100.00
585-000-653.010	DESTINATION DOWNTOWN	0.00	0.00	0.00	0.00	0.00	0.00
585-000-656.010	PARKING FINES	150,000.00	6,095.00	121,620.29	0.00	28,379.71	81.08
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	60,000.00	0.00	32,280.79	0.00	27,719.21	53.80
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	(1,680.00)	2.97	0.00	(2.97)	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	(476.00)	5,388.97	0.00	(5,388.97)	100.00
585-000-687.000	REFUNDS AND REBATES	0.00	0.00	10,000.00	0.00	(10,000.00)	100.00
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	1,682,700.00	0.00	0.00	0.00	1,682,700.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		3,042,700.00	131,412.70	1,414,868.89	0.00	1,627,831.11	46.50
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	120,000.00	4,758.05	195,932.85	0.00	(75,932.85)	163.28
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	150,000.00	26,832.00	86,941.00	0.00	63,059.00	57.96
585-586-668.000	RENTS AND ROYALTIES	13,000.00	918.00	5,508.00	0.00	7,492.00	42.37
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		283,000.00	32,508.05	288,381.85	0.00	(5,381.85)	101.90
Dept 587 - OLD TOWN DECK							
585-587-651.000	PARKING DECK PROCEEDS	35,000.00	0.00	44,988.45	0.00	(9,988.45)	128.54
585-587-653.005	PERMITS-PARKING DECK	40,000.00	9,000.00	46,854.13	0.00	(6,854.13)	117.14
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		75,000.00	9,000.00	91,842.58	0.00	(16,842.58)	122.46

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 12/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21	YTD BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND							
Revenues							
TOTAL REVENUES		3,400,700.00	172,920.75	1,795,093.32	0.00	1,605,606.68	52.79
Expenditures							
Dept 585 - AUTOMOBILE PARKING SYSTEM							
585-585-702.000	SALARIES AND WAGES	8,900.00	242.02	1,313.52	0.00	7,586.48	14.76
585-585-704.000	EMPLOYEE OVERTIME	2,200.00	0.00	0.00	0.00	2,200.00	0.00
585-585-714.000	HEALTH SAVINGS ACCT EXPENSE	0.00	(0.59)	31.51	0.00	(31.51)	100.00
585-585-715.000	EMPLOYER'S SOCIAL SECURITY	200.00	18.01	86.26	0.00	113.74	43.13
585-585-716.000	EMPLOYEE HEALTH INSURANCE	100.00	9.15	54.89	0.00	45.11	54.89
585-585-717.000	EMPLOYEE LIFE/DISABILITY INS	0.00	2.23	13.39	0.00	(13.39)	100.00
585-585-718.000	RETIREMENT FUND CONTRIBUTION	700.00	0.00	268.70	0.00	431.30	38.39
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	744.79	2,007.09	0.00	3,992.91	33.45
585-585-740.000	OPERATION SUPPLIES	37,000.00	260.35	8,875.60	30,490.33	(2,365.93)	106.39
585-585-801.000	PROFESSIONAL AND CONTRACTUAL	1,180,800.00	618.25	180,853.54	1,156,229.64	(156,283.18)	113.24
585-585-810.000	COLLECTION COSTS	500.00	0.00	0.00	0.00	500.00	0.00
585-585-850.000	COMMUNICATIONS	21,600.00	1,124.01	9,913.93	134,806.00	(123,119.93)	670.00
585-585-854.000	CITY FEE	120,000.00	0.00	0.00	0.00	120,000.00	0.00
585-585-860.000	TRANSPORTATION	5,000.00	0.00	1,185.00	0.00	3,815.00	23.70
585-585-862.000	PROFESSIONAL DEVELOPMENT	1,000.00	0.00	0.00	0.00	1,000.00	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	65,000.00	0.00	0.00	0.00	65,000.00	0.00
585-585-900.000	PRINTING AND PUBLISHING	14,000.00	0.00	1,433.76	97.94	12,468.30	10.94
585-585-910.000	INSURANCE AND BONDS	13,000.00	0.00	997.41	0.00	12,002.59	7.67
585-585-920.000	PUBLIC UTILITIES	15,000.00	663.46	4,400.09	0.00	10,599.91	29.33
585-585-930.000	REPAIRS AND MAINTENANCE	99,700.00	154.53	6,436.65	8,362.19	84,901.16	14.84
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	83,000.00	2,838.00	31,223.26	50,491.63	1,285.11	98.45
585-585-956.000	MISCELLANEOUS	0.00	0.00	10,218.87	0.00	(10,218.87)	100.00
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	165,000.00	0.00	47,391.26	2,513.00	115,095.74	30.25
585-585-988.000	UNALLOCATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 585 - AUTOMOBILE PARKING SYSTEM		1,976,700.00	6,674.21	306,704.73	1,382,990.73	287,004.54	85.48
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	892.50	4,150.05	4,181.37	668.58	92.57
585-586-801.000	PROFESSIONAL AND CONTRACTUAL	125,800.00	67.15	21,683.86	50,340.98	53,775.16	57.25
585-586-850.000	COMMUNICATIONS	3,300.00	0.00	1,280.00	0.00	2,020.00	38.79
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	8,000.00	0.00	606.24	0.00	7,393.76	7.58
585-586-920.000	PUBLIC UTILITIES	55,000.00	3,893.53	13,574.57	0.00	41,425.43	24.68
585-586-930.000	REPAIRS AND MAINTENANCE	318,100.00	10,763.27	43,045.76	74,161.00	200,893.24	36.85
585-586-940.000	RENTAL EXPENSE	16,500.00	0.00	6,741.45	0.00	9,758.55	40.86
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	206,000.00	0.00	0.00	0.00	206,000.00	0.00
585-586-977.000	EQUIPMENT	0.00	0.00	30,616.50	30,387.70	(61,004.20)	100.00
Total Dept 586 - HARDY DECK		752,700.00	15,616.45	121,698.43	159,071.05	471,930.52	37.30

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY
 PERIOD ENDING 12/31/2021

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21	YTD BALANCE 12/31/2021	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	1,223.68	3,476.84	9,581.53	(5,058.37)	163.23
585-587-801.000	PROFESSIONAL AND CONTRACTUAL	107,500.00	268.86	39,403.48	56,137.25	11,959.27	88.88
585-587-850.000	COMMUNICATIONS	5,100.00	135.77	1,959.98	1,320.02	1,820.00	64.31
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	541.02	0.00	5,458.98	9.02
585-587-920.000	PUBLIC UTILITIES	55,000.00	2,775.37	7,643.09	0.00	47,356.91	13.90
585-587-930.000	REPAIRS AND MAINTENANCE	294,400.00	1,185.67	85,082.47	150,332.90	58,984.63	79.96
585-587-940.000	RENTAL EXPENSE	14,300.00	0.00	5,845.80	0.00	8,454.20	40.88
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	0.00	0.00	20,330.75	20,330.75	(40,661.50)	100.00
Total Dept 587 - OLD TOWN DECK		671,300.00	5,589.35	164,283.43	237,702.45	269,314.12	59.88
TOTAL EXPENDITURES		3,400,700.00	27,880.01	592,686.59	1,779,764.23	1,028,249.18	69.76
Fund 585 - AUTOMOBILE PARKING SYSTEM FUND:							
TOTAL REVENUES		3,400,700.00	172,920.75	1,795,093.32	0.00	1,605,606.68	52.79
TOTAL EXPENDITURES		3,400,700.00	27,880.01	592,686.59	1,779,764.23	1,028,249.18	69.76
NET OF REVENUES & EXPENDITURES		0.00	145,040.74	1,202,406.73	(1,779,764.23)	577,357.50	100.00

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REVENUE AND EXPENDITURE REPORT FOR TRAVERSE CITY

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PERIOD ENDING 12/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21	YTD BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 282 - PUBLIC ARTS COMMISSION FUND							
Revenues							
Dept 000 - NON-DEPARTMENTAL							
282-000-664.000	INTEREST & DIVIDEND EARNINGS	0.00	0.00	0.00	0.00	0.00	0.00
282-000-674.000	CONTRIBUTIONS-PUBLIC SOURCES	15,000.00	0.00	0.00	0.00	15,000.00	0.00
282-000-675.000	CONTRIBUTIONS-PRIVATE SOURCES	0.00	0.00	1,500.00	0.00	(1,500.00)	100.00
282-000-677.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
282-000-695.000	TRANSFERS IN	30,000.00	0.00	30,000.00	0.00	0.00	100.00
282-000-699.000	PRIOR YEARS' SURPLUS	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		50,000.00	0.00	31,500.00	0.00	18,500.00	63.00
TOTAL REVENUES		50,000.00	0.00	31,500.00	0.00	18,500.00	63.00
Expenditures							
Dept 282 - PUBLIC ARTS COMMISSION							
282-282-727.000	OFFICE SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
282-282-801.000	PROFESSIONAL AND CONTRACTUAL	15,000.00	0.00	18,502.53	17,395.78	(20,898.31)	239.32
282-282-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
282-282-930.000	REPAIRS AND MAINTENANCE	4,500.00	0.00	0.00	0.00	4,500.00	0.00
282-282-970.000	CAPITAL OUTLAY	30,000.00	0.00	4,000.00	7,000.00	19,000.00	36.67
282-282-988.000	UNALLOCATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 282 - PUBLIC ARTS COMMISSION		50,000.00	0.00	22,502.53	24,395.78	3,101.69	93.80
TOTAL EXPENDITURES		50,000.00	0.00	22,502.53	24,395.78	3,101.69	93.80
Fund 282 - PUBLIC ARTS COMMISSION FUND:							
TOTAL REVENUES		50,000.00	0.00	31,500.00	0.00	18,500.00	63.00
TOTAL EXPENDITURES		50,000.00	0.00	22,502.53	24,395.78	3,101.69	93.80
NET OF REVENUES & EXPENDITURES		0.00	0.00	8,997.47	(24,395.78)	15,398.31	100.00



Meetings dates/times of Board of the Downtown Development Authority for 2022

DDA Board

3rd Friday of Month @ 8:30am

January 21
February 18
March 18
April 22
May 20
June 17
July 15
August 19
September 16
October 21
November 18
December 16



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: January 17, 2022

Subject: Consultant Work For DDA

As discussed in our October Board meeting, the 2021/2022 DDA General Fund Budget included funding for consulting services to assist the CEO (and DDA) in identifying potential future organizational/financial scenarios for DDA. Following up on that Board discussion, we issued a formal Request for Proposals (RFP) for consulting services in December (with responses due by Jan. 5th). The scope of work in the RFP included the following tasks:

- Review the current approach/structure of the DDA and explore opportunities to modernize the Downtown organization that better addresses the current and future needs of Downtown Traverse City.
- Explore a new plan for tax increment financing and business development that includes a new revenue-sharing model and provide other potential funding source scenarios.
- Conduct a detailed market assessment and summarize emerging downtown trends and best-practices from cities and downtowns around the country.

We received one proposal in response to the RFP from Progressive Urban Management Associates (commonly referred to as PUMA). Based out of Denver Colorado, PUMA is a nationally recognized leader in helping cities/downtowns create and sustain thriving urban environments, with a focus on community planning, economic development, market assessment, and organizational and financial management. Under their proposal, PUMA would partner with Megan Motil of Parallel Solutions to assist with community outreach efforts.

In addition to their work around the country, PUMA has worked in many communities throughout Michigan, including Grand Rapids and their effort to establish a new downtown management entity (Downtown Grand Rapids Inc.).

As we discussed in October, this will be a comprehensive and extensive organizational planning effort. As such, we will likely create a working team and leadership team to

guide and facilitate different aspects of the planning effort. These teams will be made up of members of the DDA as well as other community/downtown stakeholders.

The proposal from PUMA for their consulting services totals \$115,000, which would come from the DDA's General Budget. The DDA Board set aside \$100,000 in the budget for this planning effort. The general fund budget has fund balance available to allow for a budget amendment, as identified in previous audits and our most recently completed audit.

A budget amendment will be presented to the Board at your February meeting which will be inclusive of other work completed in this fiscal year (Civic Square purchase).

Recommendation

That the DDA Board approve to enter into a contract with Progressive Urban Management Associates (PUMA) for consulting services to assist the DDA in identifying potential future organizational and financial scenarios for the DDA for a not-to-exceed cost of \$115,000, subject to approval and substance by the DDA CEO and form by the DDA Attorney.



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: January 17, 2022
Subject: Grant for Environmental Assessment

Recently, I made a request to the Grand Traverse County Brownfield Redevelopment Authority for a \$45,000 grant to conduct environmental assessment activities on the 100 and 200 alley blocks. These assessment activities would be associated with the riverwalk/pedestrian plaza design and engineers efforts we plan to launch later this winter as well as the sewer line relocation.

I am pleased to announce that the Brownfield Authority approved this ask, has completed their due diligence and has recommended and authorized *Environmental Consultants* to complete the assessment work on behalf of the Downtown Development Authority.

The attached Agreement is for a one-year contract period and, theoretically, will provide all the necessary environmental information for the consultants and contractors.

Recommendation

That the DDA Board approve and authorize the CEO to execute the Local Brownfield Revolving Fund Grant Agreement in the total amount of \$45,000 for a one-year period.

**LOCAL BROWNFIELD REVOLVING FUND (LBRF) GRANT
AGREEMENT BETWEEN THE GRAND TRAVERSE COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY AND
THE TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY**

This Grant Agreement (“Agreement”) is made between the Grand Traverse County Brownfield Redevelopment Authority (hereafter “Grantor”) and the Traverse City Downtown Development Authority (hereafter “Grantee”).

The purpose of this Agreement is to reimburse Grantee for completion of a Phase I Environmental Site Assessment (ESA) and a Phase II ESA, at the property located on the 100 and 200 alley blocks on the boardman/Ottaway River Traverse City, Michigan and to ensure that grant funds are used to finance “Eligible Activities” conducted on “Eligible Property” as defined at MCL 125.2652(o)-(p). Grantor is authorized to provide grant assistance via its Local Brownfield Revolving Fund (“LBRF”) pursuant to Act 381, Public Acts of Michigan, 1996, MCL § 125.2651 *et seq.* (“Act 381”). Grantee is proposing to conduct Eligible Activities on property that is located within the municipality and meets at least one of the conditions under Section 2(o) of Act 381. This Agreement is subject to the terms and conditions specified herein.

Project Name: Riverwalk Pedestrian Plaza

Amount of Grant: \$45,000

Grantee Contact: Jean Derenzy, Chief Executive Officer, Traverse City
Downtown Development Authority

Grantor Contact: Anne Jamieson-Urena, Director, Grand Traverse County Brownfield
Redevelopment Authority

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR GRANTEE:

By: Jean Derenzy Chief Executive
Officer, Traverse City Downtown
Development Authority

Date

FOR GRANTOR:

By: Anne Jamieson-Urena
Its: Director

Grant Execution Date

I. GRANT SCOPE

This Agreement and its appendices constitute the entire Agreement between Grantor and Grantee and may be modified only by written agreement between Grantor and Grantee.

(A) This Grant will first be disbursed to reimburse the Grantee for completion of a Phase I Environmental Site Assessment (ESA), as described in the December 6th, 2021 proposal for environmental services prepared by Environmental Consulting & Technology, Inc. (ECT), which are Eligible Activities that are eligible for funding pursuant to Section 8(4) of Act 381. Following the Phase I ESA, the Grant will then fund a Phase II ESA (proposal to follow), which is also considered an Eligible Activity.

(B) Grantee will submit invoices for approval by Grantor and within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement. Grantee understands and agrees that Grantee will be reimbursed for Eligible Activities only to the extent that the total cost does not exceed the “Amount of Grant” on page 1 of this Agreement.

II. CONTRACT PERIOD

Upon signature by Grantor, the Agreement shall be effective from the Start Date until one year after the date of the invoice to be submitted for approval. Grantor shall have no responsibility to reimburse Grantee for invoices submitted after the End Date specified in this paragraph.

III. CHANGES

Any changes to this Agreement and the Eligible Activities approved pursuant to this Agreement shall be requested by Grantee or Grantor in writing and implemented only upon approval in writing by Grantor. Grantor reserves the right to deny requests for changes to the Agreement or to the appendices. No changes shall be effective without approval by Grantor.

IV. GRANTEE RESPONSIBILITIES

(A) Grantee shall submit invoices for reimbursement by Grantor within 60 days of the expense being incurred.

(B) Grantee shall ensure that a portion of the funds are used to reimburse the environmental services described in the Phase I Environmental Site Assessment (ESA), as described in the December 6th, 2021 proposal for environmental services prepared by Environmental Consulting & Technology, Inc. (ECT), attached as Exhibit A. Following the Phase I ESA a Phase II ESA proposal will be presented to BRA staff for review and approval of the next phase under this Grant.

(C) Changes to the proposed activities without prior approval from Grantor, or performance of activities that are not specified in this Agreement, are considered ineligible expenses and may result in Grantee being responsible for payment of unapproved activities.

(D) In the event Grantor determines that Grantee's invoices provide insufficient proof of Eligible Activities, Grantee shall, at Grantor's sole discretion and within fifteen (15) days of receiving notice of Grantor's disapproval, submit revised documentation of Eligible Activities or refund to Grantor any amount not covered by an invoice approved by Grantor.

(E) Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

V. ASSIGNABILITY

Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Grantor. Grantor does not assume responsibility regarding the contractual relationships between Grantee and any subcontractor.

VI. SUBCONTRACTS

Grantee is solely responsible for ensuring that all contractual activities are and have been performed as provided in this Agreement. Further, Grantor will consider Grantee's Contact designated on page 1 of this Agreement to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. Grantee warrants that all subcontractors used by Grantee in performing the Project shall be subject to the provisions of this Agreement and are qualified to perform the duties required.

VII. NON-DISCRIMINATION

Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) Grantee, not Grantor, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by Grantee under this Agreement, if the liability is caused by Grantee, or any employee or agent of Grantee acting within the scope of their employment or agency.

(B) The following indemnification and limitation of liability provisions shall apply to this Agreement and the parties thereto and their assigns, Environmental Consultants, contractors and subcontractors:

(1) Grantee shall defend, indemnify and hold the Grand Traverse County, Grantor, and their members, officers, agents and employees (hereafter "Indemnified Persons") harmless from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from any activity undertaken by Grantee pursuant to this Agreement or from injuries to persons or property as a result of Grantee's ownership, operation, use or maintenance of the Project, Eligible Property or property where grant activities will be undertaken. If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to Grantee and Grantee shall defend such Indemnified Person with counsel selected by Grantee, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with Grantee and Grantee shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that Grantee 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. Grantee shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

(2) Grantee also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against Grantee under this Agreement or any related agreement. To the extent that the enforcement of such obligation or claim involves a claim against any environmental consulting firm retained or hired by Grantee to fulfill all or part of its obligations under this Agreement, including the Eligible Activities (hereafter

“Environmental Consultant”) or subcontractor who performs work or services under the terms or within the scope of this Agreement, the Environmental Consultant’s agreement with Grantee shall be deemed to be a third-party beneficiary contract in favor of Grantor or any Indemnified Persons.

(3) Grantee shall assure that to the extent an Environmental Consultant, or contractor or subcontractor provides services toward completion of any Eligible Activities, at a minimum, the Environmental Consultant or contractor shall provide to Grantor and the County the indemnity provisions set forth in Section IX(B)(3)(a)-(e) of this Agreement for the services that the particular Environmental Consultant or contractor is performing.

(a) Notwithstanding any other provision of this Agreement, Grantee shall obtain from its Environmental Consultant and each other contractor an agreement by them to defend, indemnify and hold Grantor harmless against and from all liabilities, losses, damages, costs, expenses (including actual attorney fees), causes of action, suits, claims and demands for judgment, as it relates to those Eligible Activities performed by Grantee’s contractors Environmental Consultant:

(i) Which Grantor may sustain as a result of the failure of the Environmental Consultant or contractor to comply with the provisions of this Agreement; and/or

(ii) Which result from or arise out of any material acts or omissions, negligent or otherwise, of the Environmental Consultant’s or contractor’s employees, agents, or contractors, or subcontractors in the performance of the work specified in this Agreement.

(iii) This indemnity shall only apply to the actions of the Environmental Consultant or contractor, and neither the Environmental Consultant nor contractor shall have any obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by any other Environmental Consultants, contractors, or subcontractors at the eligible property.

(b) Grantee shall obtain written acknowledgment that the Environmental Consultant, and any contractor, or subcontractor could be liable to Grantor for all damage, loss, injury or expense to the extent such person’s or entity’s acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; the Environmental Consultant, and any contractor, or subcontractor, shall be liable for contribution to Grantor for any such damage, loss, injury or expense of a third-party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 24.20128, for releases

aggravated or proximately caused by the Environmental Consultant or contractor. This paragraph shall not affect any other liabilities or remedies of Grantor.

(c) Any Environmental Consultant's, or contractor's, or subcontractor's indemnity, obligation to indemnify, defend and hold Grantor harmless shall survive the termination of this Agreement and the Environmental Consultant's or contractor's agreement with Grantee, but is limited to only those Eligible Activities performed by Grantee's contractors or Environmental Consultant, and specifically excludes all other activities performed by other consultants, or contractors, or subcontractors performing activities at the eligible property.

(d) A breach of the foregoing provisions of Section IX(B)(3) shall, at the option of Grantor, constitute, or will result in, a breach of the Agreement.

(e) The written agreement in Section IX(B)(3)(a) of this section and the written acknowledgment in Section IX(B)(3)(b) shall be filed with Grantor before any work begins or before any reimbursement under the terms of this Agreement.

(4) The indemnity and limitation of liability provisions shall survive the term of this Agreement.

(5) Grantee, not Grantor, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out by Grantee under this Agreement, if the liability is caused by Grantee, or any employee or agent of Grantee acting within the scope of their employment or agency.

X. AUDIT AND ACCESS TO RECORDS

Grantor reserves the right to conduct a programmatic and financial audit of the project, and Grantor may withhold payment until the audit is satisfactorily completed. Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by Grantor. Grantor or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued by Grantor to Grantee.

XI. INSURANCE

(A) Grantee must maintain insurance that will protect it from any claims that may arise from Grantee's actions under this Agreement. Grantor shall be added as an additional insured to Grantee's insurance policy.

(B) Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

(C) Grantee shall obtain and provide proof of the following current in-force insurance:

(1) If applicable, Worker's Compensation in the amounts required under the laws of the State of Michigan.

(2) Comprehensive General Liability, including Umbrella Liability Insurance for any such underlying liability, and Automobile Insurance for bodily injury, death or loss or damage to property of third persons in the minimum amount of \$1 million per occurrence and \$2 million aggregate.

(D) Grantee shall furnish to Grantor a certified copy of such policies within 14 days of the date of this Agreement and the period of coverage shall commence with the date of performance of the first Eligible Activity. Grantor will review the certified policies within 14 days of their receipt to determine if the insurance requirements have been satisfied. If the policies do not fully cover Grantee's liability, including indemnity obligations, under this Agreement, then Grantor reserves its right to increase the amount of financial assurances it may require from Grantee. The limits of insurance shall not be construed as a limitation on Grantee's liability for damages, costs or expenses under this Agreement.

(E) Grantee shall assure that the Environmental Consultant, any contractors or subcontractors, or any other party performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

(1) Worker's Compensation Insurance in the amounts required under the laws of the State of Michigan;

(2) 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, which policy shall name Grantor and the County as additional insured to the extent of the indemnity provided in Section IX(B).

(3) As to those Environmental Consultants, contractors or subcontractors engaging in response activities, Pollution or Environmental Impairment Insurance in the amount of at least \$1 million per occurrence.

(4) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1 million per occurrence.

(5) Grantee shall furnish to Grantor 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. The limits of insurance shall not be construed as a limitation on the Environmental Consultant's, contractor's, or subcontractor's liability for damages, costs or expenses under this Agreement.

(6) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific contractor, Grantee may request in writing a reduction of the amount of coverage to \$500,000; upon the same showing, Grantee may also request as to a specific contractor a waiver of the Environmental Impairment Insurance required by Section XI(E)(3). Grantor will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

XII. OTHER SOURCES OF FUNDING

Grantee guarantees that any claims for reimbursement made to Grantor under this Agreement must not be financed by any source other than Grantor under the terms of this Agreement. If funding is received through any other source, Grantee agrees to delete from Grantee's billings, or to immediately refund to Grantor, the total amount representing such duplication of funding.

XIII. COMPENSATION

(A) A breakdown of reimbursable Eligible Activities allowed under this Agreement is identified in the Brownfield Plan attached hereto as Exhibit A and will be provided by Grantee to Grantor prior to undertaking those Eligible Activities. Grantor will pay Grantee a total amount not to exceed the amount on page 1 of this Agreement, and only for expenses incurred in the performance of Eligible Activities at the Eligible Property. All other costs necessary to complete the Project are the sole responsibility of Grantee.

(B) Invoices submitted after the End Date of this Agreement are not allowed under the Agreement.

(C) Grantor will approve payment requests after approval of invoices as required under this Agreement.

(D) Grantor reserves the right to request additional information necessary to substantiate reimbursement requests.

(E) Upon issuance of final payment from Grantor, Grantee releases Grantor of all claims against Grantor arising under this Agreement

(F) Grantee shall immediately refund to Grantor any payments in excess of the costs allowed by this Agreement.

XIV. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by Grantor or a party designated by Grantor after Grantee has completed the reimbursable Eligible Activities that the GTCBRA has preapproved pursuant to this Agreement.

(B) Upon issuance of final payment from Grantor, Grantee releases Grantor of all claims against Grantor arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of Grantor's claims against Grantee.

(C) Grantee shall immediately refund to Grantor any payments in excess of the costs allowed by this Agreement.

XV. TERMINATION

(A) This Agreement may be terminated by Grantor as follows:

(1) Upon 30 days written notice to Grantee:

(a) If Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

(b) If Grantee knowingly and willingly presents false information to Grantor for the purpose of obtaining this Agreement or any payment under this Agreement.

(c) If Grantor finds that Grantee, or any of Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(d) If Grantee or any subcontractor, manufacturer, or supplier of Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(2) Immediately and without further liability to Grantor if Grantee, or any agent of Grantee, or any agent of any subcontract is:

(a) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(b) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(c) Convicted under state or federal antitrust statutes; or

(d) Convicted of any other criminal offense that, in the sole discretion of Grantor, reflects on Grantee's business integrity.

(e) Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the Grantor reserves the right to require Grantee to repay all or a portion of funds received under this Agreement.

XVI. INELIGIBLE EXPENSES

The following are ineligible for reimbursement under the grant:

(A) Expenses incurred not pursuant to invoices approved by Grantor attached hereto and made a part hereof;

(B) Expenses that do not meet the definition of "eligible expenses" pursuant to Act 381; and

(C) Expenses that are not invoiced and submitted in a timely fashion as required by this Agreement.



December 6, 2021

**Subject: Proposal for Phase I Environmental Site Assessment and Additional FOIA Research
Boardman River Corridor
(N. Union Street to N. Park Street)
Traverse City, MI**

Environmental Consulting & Technology, Inc. (ECT) is pleased to provide you with this cost estimate for conducting a Phase I Environmental Site Assessment and Additional FOIA Research of the above referenced property. ECT understands that the area along the river (south side) will be undergo significant redevelopment, including the removal and replacement of the sanitary sewer system which runs parallel to the concrete/steel break wall, redesign of the river's edge, and redesign of surfacing materials.

This section of downtown Traverse City is the location of at least eight known environmentally impacted properties, and with the presumed shallow groundwater flow toward the river, it is likely that potential soil and groundwater impacts could affect the soil excavation and dewatering characteristics of the project. ECT proposes the completion of a Phase I ESA as the most appropriate planning tool that would generate information relative to potential project environmental risks, and guide the possibility of pre-project soil and groundwater testing through the Phase II process. Based on the number of historically known sites of environmental impact directly adjacent to the river corridor, ECT recommends a detailed review of available environmental reports, with the summary included in the Phase I ESA documentation. This can be performed via the FOIA request process of EGLE records.

SCOPE OF WORK

Phase I Environmental Site Assessment (ESA)

ECT will perform a Phase I ESA on the subject property in conformance with current ASTM guidelines.

The goal of conducting a Phase I Environmental Site Assessment (ESA) is to identify *recognized environmental conditions* (RECs) as defined by the American Society of Testing and Materials (ASTM). The term "recognized environmental conditions" is defined as the presence, or likely presence, of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term

3399 Veterans Drive
Traverse City, MI
49684

An Equal Opportunity/Affirmative Action Employer
www.ectinc.com

is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

The Phase I ESAs will be completed in conformance with the most recent ASTM Standard (ASTM E1527-13) and will include all documentation necessary to comply with the “All Appropriate Inquiry” standards. The primary components of the Phase I ESA process include the following:

Governmental Records Review and Historical Information

The goal of this preliminary assessment stage is to summarize the available literature and electronically available material to provide a picture, as thorough as possible, of the site conditions. At a minimum, this effort should address past operational and land use activities, basic geologic and hydrogeologic conditions, and potential areas of concern, such as identifying adjacent sensitive receptors, potential contributing sources, or contaminant migration pathways.

Reasonably obtainable records for the property will be reviewed to identify former uses and ownership of the site; chemicals that may have been used onsite; and potential areas of site contamination. Current and historical aerial photographs will be reviewed to determine current and former property uses and possible locations of land disposal activities, stressed vegetation, and other visual evidence of contamination. Additional historical resources will be accessed as necessary to determine former site uses.

Site Inspection

An experienced scientist or engineer will conduct the site inspection. During the site inspection, ECT may identify issues warranting additional inquiries or further evaluation of historical records. ECT will note any visible signs of contamination and record any activities at or near the site that involve suspected hazardous substances.

Digital photographs will be taken during the site inspection. ECT will identify areas of concern on aerial photographs and/or maps and provide these Phase I ESA report.

Interviews

Persons knowledgeable about the subject property and surrounding properties will be contacted regarding the past or present condition of the site and surrounding properties. Interviews will also be conducted to supplement and/or clarify the information gathered from the records review and site inspection.

Reporting

Information and data obtained from the records review, site inspection, and interviews are evaluated to assess the presence of adverse environmental conditions in connection with the

GTCBRA/Boardman River Corridor
December 6, 2021
Page 3

property. These environmental conditions are further evaluated with respect to their likelihood to affect liability. The Phase I ESA report includes information such as evidence of adverse environmental conditions, support documentation, and findings and conclusions.

COST ESTIMATE

ECT proposes to perform the Phase I ESA for a cost of Two Thousand Eight Hundred and no/100 Dollars (\$2,800.00) pursuant to the attached General Terms and Conditions. ECT anticipates that the additional effort in obtaining historical records and review can be performed for a cost of One Thousand Six Hundred-Fifty and no/100 Dollars (\$1,650.00). Any additional services beyond the scope of this proposal will be performed at an additional cost upon your approval. ECT can begin the assessment activity immediately upon your approval, with final report completion within three to four weeks after the field visit.

PROJECT ASSUMPTIONS/CONDITIONS

All of the work can be completed during normal business hours and unrestricted access can be provided to all areas.

If this proposal is satisfactory to you, you may authorize ECT to proceed by signing one copy of this proposal or forwarding ECT a purchase order. If you have any questions or require additional information, please do not hesitate to contact the undersigned's office at your earliest convenience.

ECT appreciates the opportunity to submit this proposal and looks forward to providing the highest quality environmental services.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Dirk S. Mammen
Associate Vice President
Corporate Due Diligence Services
Cell (248) 563-2410

Accepted By: _____

For: _____

Date: _____

ECT Environmental
Consulting &
Technology, Inc.

GENERAL TERMS AND CONDITIONS

This Agreement, by and between "CLIENT" and Environmental Consulting & Technology, Inc., 3701 NW 98th Street, Gainesville, Florida, 32606-5004, with an office at 3399 Veterans Drive, Traverse City, MI 49684 (hereinafter called "ECT"), effective upon project approval.

ARTICLE I--TERM OF AGREEMENT

The term of this Agreement shall be from the date beginning upon project approval through December 31, 2022. The term may be extended upon agreement in writing by both parties to this Agreement.

ARTICLE II--SCOPE OF WORK

ECT shall perform professional services as described in the attached Proposal.

ARTICLE III--COMPENSATION

1. ECT's charge for services has been presented in the attached Proposal.
2. The maximum cost for these services will not be exceeded without authorization from CLIENT.
3. CLIENT shall pay any applicable state sales tax in the manner and in the amount as required by law. Any such tax is in addition to the maximum cost specified for this Agreement.
4. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed in accordance with Subparagraphs 1 and 2 above.
5. Services performed at CLIENT's request beyond that defined by the Scope of Work shall constitute a Change-of-Scope, will be documented by a change order, and will be billed as outlined above.

ARTICLE IV--METHOD OF PAYMENT

1. Monthly, ECT will invoice CLIENT for all services rendered under this Agreement. Invoices shall be due and payable within thirty calendar days after receipt. Any unpaid balances for other than disputed charges will draw interest at the lesser of one and one-half percent per month or the highest rate allowed by law commencing thirty days after date of invoice. CLIENT shall notify ECT in writing of any disputed amount within fifteen calendar days after date of invoice; otherwise all invoice charges are agreed to be acceptable and correct.
2. ECT's invoice will provide the following information:
 - a. Total number of hours worked on the project,
 - b. Total labor costs which include overhead and fee, and
 - c. Listing of other direct charges summarized by type of charge.
3. Should any additional documentation be required, time and materials spent compiling information beyond that supplied by a Billing Report, available on request, is considered additional effort and will be billed to CLIENT as outlined in Article III. CLIENT has the right to audit ECT's books and records relating to this Agreement during the performance period and for one year following termination of the Agreement.

ARTICLE V--CONFIDENTIAL INFORMATION

In the course of performance of services by ECT for CLIENT, it is possible that CLIENT will reveal certain confidential information to ECT or that ECT will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by ECT which ECT considers confidential. ECT and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECT or CLIENT.

ARTICLE VI--REUSE OF DOCUMENTS

All documents including reports, drawings, and specifications furnished by ECT pursuant to this Agreement are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECT will be prohibited by this Agreement. Any such verification of adaptation will entitle ECT to further compensation at rates to be agreed upon by ECT and the CLIENT.

ARTICLE VII--TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty days written notice to ECT. In the event CLIENT shall fail to make timely payment of any sum owing and due ECT, ECT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to ECT only for those services performed by ECT up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECT shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII--INSURANCE

ECT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of ECT or its employees in its performance of this Agreement.

ARTICLE IX--INDEMNITY

1. ECT agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the gross negligence of ECT, its agents, servants, or employees under this Agreement.
2. ECT shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement.
3. In any event, ECT's entire liability shall not exceed the maximum value of the contract.

ARTICLE X--NONDISCRIMINATION

1. ECT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. ECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin.
2. ECT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age. In particular, ECT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE XI--STANDARD OF PERFORMANCE

1. ECT will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the engineering profession. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN ECT PROPOSALS, CONTRACTS, OR REPORTS.

2. If any part of ECT's work is found to be defective for reasons attributable to ECT within a period of twelve months after completion of the work, ECT's entire liability for such defective work shall be to reperform at its own expense those aspects of the work found defective, provided CLIENT notifies ECT in writing as soon as the defect is discovered and within the above-mentioned twelve month warranty period.

ARTICLE XII--GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECT and CLIENT will comply, at their own expense, with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and to use safety equipment and procedures required by applicable law.

2. Prior to the start of any work under this Agreement or at anytime thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to ECT of known or potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of ECT or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.

3. It is understood and agreed that ECT is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at a site.

4. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Michigan.

5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.

6. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.

8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECT and CLIENT. The parties have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.



Memorandum

To: Jean Derenzy, DDA CEO
From: Nicole VanNess, Transportation Mobility Director
Re: December 30, 2021
Date: Amend Lot L Parking Area Lease Agreement

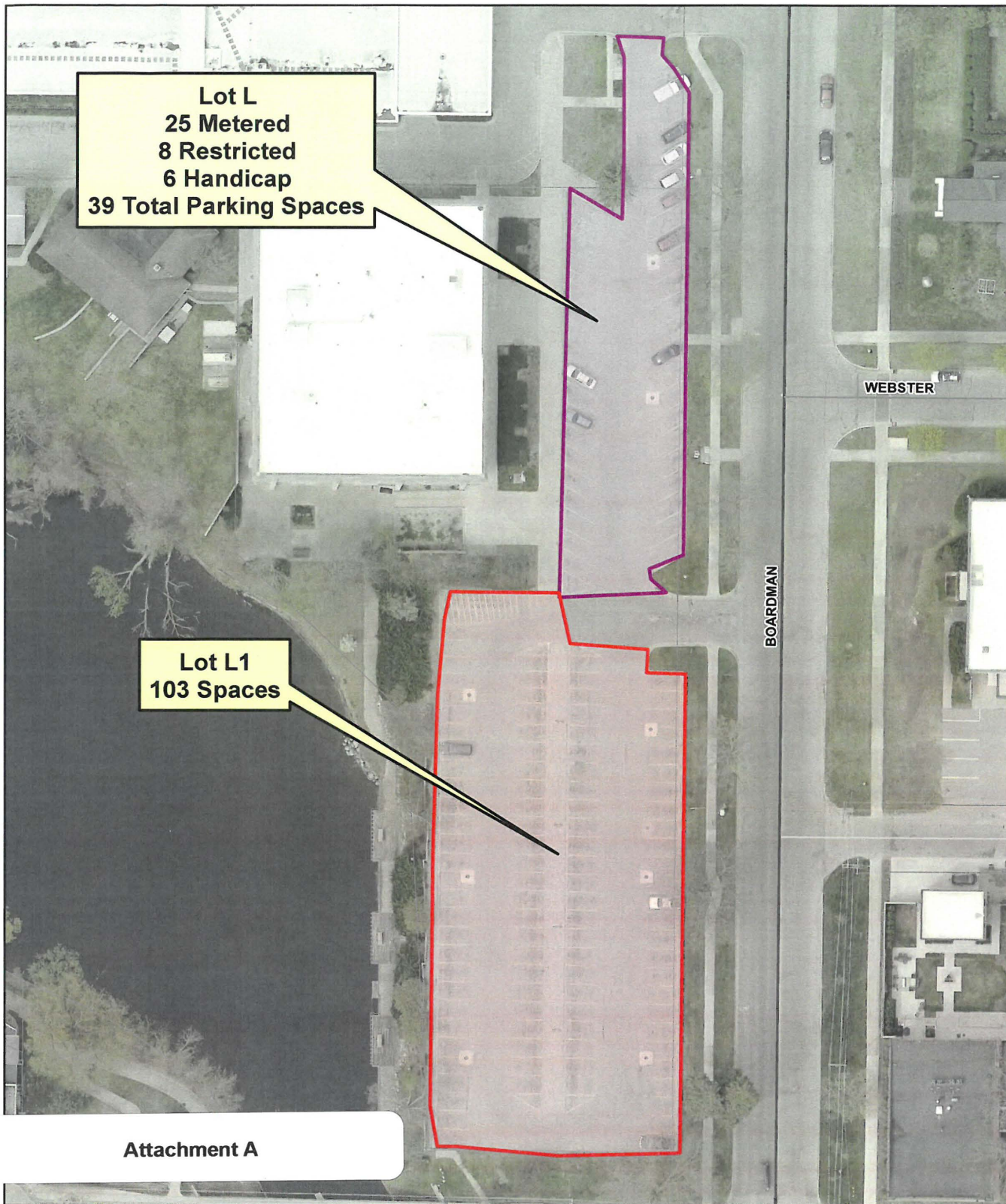
The City has had an agreement for the enforcement of the metered section of the Governmental Center parking parallel to Boardman Avenue since 1981. Back in 2019, the County had requested to expand parking enforcement to include the public employee parking lot south of the Governmental Center building as this lot frequently reached capacity. The change to enforce this lot as a permit lot rather than a public lot will remove daytime parking for visitors to the Governmental Center.

This item has been brought back for consideration with the pending lease amendment containing following revisions:

- County and City will be responsible for the purchase, installation and maintenance of signage.
- Parking enforcement to include “No permit/failure to display” regulations in the employee lot (L1).
- County and City Human Resource Departments will be responsible for tracking and managing permits that are issued to employees.

This will increase Ambassador staff time to patrol the parking lot, but the Parking Fund will retain violation revenues.

RECOMMENDED MOTION: The DDA Board recommend the City Commission approve the Amended and Reinstated Parking Area Lease for the Governmental Center parking lots referred to as Lot L subject to substance and approval by the City Attorney.





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

Memorandum

To: Jean Derenzy, DDA CEO
Downtown Development Authority Board

From: Harry Burkholder, DDA COO

Date: January 17, 2022

Subject: Farmers Market Advisory Board Governing Rules Amendment

Over the last several months, the Farmers Market Advisory Board has discussed a desire to amend the section of their Governing Rules related to board composition. The discussion stems from repeated concerns regarding lack of quorum and the ability to conduct business. In addition, there is a desire to increase the equity of market customers in decision making.

To that end, the Farmers Market Advisory Board is recommending that the DDA Board amend *Article Two, Section Two* of the Farmers Market Advisory Board Governing Rules, including the following:

- Reduce the total number of Advisory Board members from 12 to 9.
- Increase the number of Advisory Board members classified as “customers” from 1 to 3.
- Decrease the number of Advisory Board members classified as “vendors” from 5 to 3.
- Add 1 “at-large” member.

A representative from the City Commission and DDA Board shall remain on the Advisory Board. As a reminder, the purpose of the Farmers Market Advisory Board is to advise the DDA Board in order to uphold the mission and betterment of the market

Recommendation

That the DDA Board amend Article Two, Section Two of the Farmers Market Advisory Board Governing Rules to allow for: nine members; that three of the members shall be regular customers of the Farmers Market; that three of the members shall be vendors of the Farmers Market; and that one member will be at-large, effective upon appointment.



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: January 17, 2022

Subject: Project Updates

2022 Downtown Bridge Construction

It is anticipated that the reconstruction of the South Union and North Cass Street bridges will begin in the summer of 2022. An overview of the two bridge construction projects will be provided at your February meeting.

I have asked for "coordination meetings" with city staff leading up to these bridge construction projects in order to better understand (and coordinate) how the bridge projects will impact on-going DDA projects, community events and our downtown property owners and businesses.

I will continue to communicate information and updates on these two bridge projects (as well as the West Front Street Bridge) to property owners and businesses throughout the planning and reconstruction process, beginning with a January 26th meeting at the City Opera House. This meeting will also provide an opportunity to discuss potential zoning amendments in the downtown district.

Audit For Year Ending June 30, 2021

Our audit has been complete and a presentation will be made at our February meeting.

100 and 200 Front Street Block Alleys – Riverwalk/Pedestrian Plaza

As previously noted, we received five responses to our RFP for design and engineering services for the riverwalk/pedestrian plaza along the 100 & 200 block alleys. A committee made up of two DDA Board members, a city commissioner and DDA and city staff conducted interviews on January 14th with three firms. We expect to bring a recommendation at your February Board meeting.

Trail and Parkway Concept Plan

Staff continues to work with city staff, TART Trails and Progressive AE on planning, design and engineering work on the potential expansion of the TART Trail from Division to Garfield. The end result would be a concept level design for a 16-foot-wide trail facility that could comfortably accommodate both cyclists and pedestrians (with separated uses) along the entire study area. The design would also address components of the East Front Street/Grandview Parkway intersection. We hope to provide an update and overview of this planning effort to your February meeting.

New MEDC Program

The Michigan Economic Development Corporation (MEDC) has started a new program called *Revitalization and Placemaking* (RAP) which will deploy \$100 million in American Rescue Plan funding to address COVID-19 impacts in Michigan Communities. Among other things, the program will provide up to:

- \$5 million for real estate rehabilitation and development.
- \$1 million for public spaces improvements (per project).
- \$20 million for local partners who develop a coordinated subgrant program.

Staff will be working on various opportunities to apply for funding to address specific projects that are “shovel ready”. Due of our extensive planning efforts, we have many shovel ready projects – including the top-two projects identified by the Board at the strategic planning meeting (i.e., the 100/200 alley and Civic Square.). I attached a brief two page summary about the program from MEDC.

USDA Application

There are various programs under the USDA that I am working through to determine which grant programs will help with Downtown businesses. Various programs could help with relocation, expansion (including retention of downtown businesses and incubator space) that the DDA would be eligible to apply for and administer.



REVITALIZATION AND PLACEMAKING (RAP) PROGRAM

The Revitalization and Placemaking (RAP) Program is an incentive program that will deploy \$100 million in American Rescue Plan funding to address the COVID-19 impacts in Michigan communities.

[Overview and Goals](#)

[Award Structure](#)

[Program Timeline](#)

[Watch Webinar](#)

[Documents](#)

[Project Considerations](#)



PROGRAM OVERVIEW

This program will provide access to real estate and place-based infrastructure development gap financing through grants of up to \$5 million per project for real estate rehabilitation and development, grants of up to \$1 million per project for public space improvements and grants of up to \$20 million to local or regional partners who develop a coordinated subgrant program. Eligible applicants are individuals or entities working to rehabilitate vacant, underutilized, blighted and historic structures and the development of permanent place-based infrastructure associated with traditional downtowns, social-zones, outdoor dining and placed-based public spaces.

The RAP program will award funding to eligible applicants based on one or more competitive application rounds, with the first application round being announced in early 2022.

PROGRAM GOALS

- Partner with local Michigan communities to proactively address the negative economic impacts of the pandemic by investing in projects that promote population and tax revenue growth through the revitalization and repurposing of vacant, underutilized, blighted or historic buildings and investment in place-based infrastructure.
- Deploy federal American Rescue Plan funding to support investments that will create the environment necessary to attract and retain talent, add new housing options, enable business creation and attraction and provide resources for Michigan citizens and communities.
- Help local governments avoid budget crises, retain current residents and enhance downtown vitality.

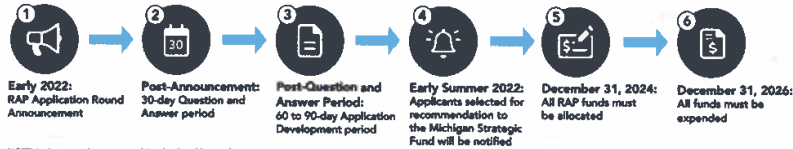
AWARD STRUCTURE AND FUNDING

- All awards will be structured as grants with performance milestones and reporting requirements. All awards must meet all requirements of the American Rescue Plan Act of 2021, Public Law 117-2 and comply with its attendant federal regulations, 31 CFR 35, as amended from time to time.
- Grant awards may be made directly to individual projects, or to local or regional partner organizations for regranting to local communities or projects.
- The minimum grant award is \$500,000 and the maximum awards are \$5 million per project for real estate rehabilitation and development, \$1 million per project for public space place-based infrastructure and \$20 million for local or regional partner applicants that develop a subgrant program. Requests for subgrant awards must demonstrate local or regional coordination to implement a revitalization strategy.
- The minimum required match for RAP awards 50% of the project's Eligible Costs as detailed in the RAP Program Guidelines. For example: if the project's Eligible Costs are \$4 million, then the maximum RAP grant award would be the lesser of \$2 million or the financing gap as demonstrated in the application and verified through program underwriting review.

GENERAL PROGRAM TIMELINE

An initial RAP Program application round will be announced in early 2022. The funding announcement will be followed by a 30-day question and answer period which will be followed by an open application period of at least 90 days. All RAP program funds must be obligated by December 31, 2024 and must be expended by December 31, 2026.

ARPA RAP Timeline



NOTE: In the event there are remaining funds, additional funding rounds may be necessary.

Applications will be competitively evaluated and those selected for recommendation to the Michigan Strategic Fund will be notified in the summer of 2022. In the event there are remaining funds, additional funding rounds may be necessary. Any questions can be emailed to CDIncentives@michigan.org.

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PROJECT CONSIDERATIONS

The most competitive project submissions will clearly address the impacts of the COVID-19 pandemic by responding to the considerations below:

1. **Local support and match:** All submissions must include a letter of support from the local or regional economic development organization and/or municipality. The most competitive proposals will also include a financial contribution from the local unit of government.
2. **Location:** Preference will be given to projects located in Federal qualified census tracts (QCT) and to projects located in traditional downtowns or traditional commercial corridors.
3. **Covid Impact:** Applicants must address how the proposal is responsive to the impacts of the COVID-19 pandemic, including, but not limited to, if a project is not located within a QCT, a) demonstration of how the project will target economically disadvantaged communities by supporting beneficiaries earning less than 60% of median income for the jurisdiction or having over 25% of intended beneficiaries below the federal poverty line, or b) demonstrate how the project will support industries that faced disproportionate economic impacts by assessing the size of the economic harm to the impacted industries, such as the loss of earnings or revenue, that resulted from the COVID-19 public health emergency and whether, and the extent to which, the proposed investment would respond to or address this harm.
4. **Capacity:** The applicant, consultant or individual member of the development team must have experience implementing a project of a similar scope.
5. **Long-term Impacts:** Competitive applicants will be able to articulate how the proposal will have a long-term impact in the community including addressing how it will enable growth in population and tax revenue.
6. **Projects that include housing** must include units that are priced to be attainable to the local workforce including households with less than 120% of the area median income.



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

Memorandum

To: Downtown Development Authority Board

From: Gabe Schneider, DDA Chair

Date: January 18, 2022

SUBJECT: DDA Board Appointments to Committees, Boards and Commissions

As you know, the DDA Board annually appoints members to various Committees, Advisory Boards and Commissions. Here is a summary of the proposed appointments for 2022.

DDA Board Finance Committee

Authorized per the Rules Governing the DDA (Article VI Committees and Advisory Boards, Section 1). The Committee is comprised of five Board members and meets monthly on the second Monday at 9:30 am.

- ***Proposed 2022 Members***
 1. Jeff Joubran (Chair)
 2. Damian Lockhart (Vice Chair)
 3. Gabe Schneider
 4. Richard Lewis
 5. Scott Hardy

DDA Board Governance Committee

Authorized per the Rules Governing the DDA (Article VI Committees and Advisory Boards, Section 2). The Committee is comprised of four Board members and meets quarterly.

- ***Proposed 2022 Members***
 1. Richard Lewis
 2. Scott Hardy
 3. Pam DeMerle
 4. Steve Nance

Parking Advisory Board

Per Article VI, Section 2 of the Rules Governing the DDA, the Board may by resolution authorize the establishment of advisory boards to the Authority. The proposed meeting date and time is the first Thursday of the month at 11:00 am.

- ***Proposed 2022 Members***

1. Scott Hardy
2. Pam Marsh
3. Katy Bertodatto

Farmers Market Advisory Board

Per Article VI, Section 2 of the Rules Governing the DDA, the Board may by resolution authorize the establishment of advisory boards to the Authority. The Farmers Market Advisory Board helps the DDA with major decisions in the management of the market. The Advisory Board consists of vendors, customers, DDA representative(s), and City Commission representative(s). The proposed meeting date and time is the second Monday of the month at 9:00 am

- ***Proposed 2022 Members***

1. Steve Nance

Traverse City Arts Commission

Established in 2014, and in accordance to the Traverse City Public Art Ordinance, the Traverse City Arts Commission is the city agency that champions the arts. The City of Traverse City entered into an agreement with the Traverse City Downtown Development Authority (DDA) for management services as on July 1, 2019. The DDA will continue to work on implementing the goals and objectives for the Arts Commission for the entire City. The Arts Commission has one DDA Board member serving as a representative from the DDA. The proposed meeting date and time is the third Wednesday of the month at 3:30 pm.

- ***Proposed 2022 Members***

1. Steve Nance

Recommended Motion

That the DDA Board authorize the establishment of the Parking Advisory Board and approve the proposed 2022 members as outlined in this memo.



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

Memorandum

To: Downtown Development Authority Board of Directors

From: Harry Burkholder, DDA COO & Steve Nance, DDA Board Member

Memo Date: January 17, 2022

Subject: Arts Commission Update

West Front Street Banner Project

The Arts Commission, in collaboration with Britten Banner, will be working on replacing the 30 banners along West Front Street with commissioned work from local artists under the theme of "fresh perspectives of downtown. The Arts Commission is reviewing the draft RFP for this project at their January meeting.

Art on the TART - 16th Street Art Installation RFP

The Arts Commission will also be reviewing a draft RFP for a new art installation along 16th Street as part of the Art on the TART initiative.

Strategic Planning

The Arts Commission is working with city staff to establish the parameters of a strategic planning effort that we hope to kick-off in February.



Memorandum

To: DDA Board of Directors
CC: Jean Derenzy, DDA CEO
From: Nicole VanNess, Transportation Mobility Director
Date: January 14, 2022
Re: Staff Report: Parking Services – January 2022

Project Updates

Old Town Boiler Replacement

An emergency confirming service order will be considered by the City Commission at their January 18, 2022 meeting. Last month, I provided an update on some outstanding issues we were tracking related to pressure and flow issues of the newly installed boilers. After evaluating the lock out issues on the control panels, the determination was made that the control panels would have to be replaced.

The control panels were not included in the boiler replacement RFP. After installing the boilers, the compatibility issues started and it was determined that the replacement was needed. The existing control panels were from the initial installation in 2010, and proprietary to Snow Technologies who have since gone out of business and their support, service, and parts are obsolete. The replacement of the control panels would have been required by any vendor who was awarded the boiler replacement contract.

We received a quote on December 22, 2022 with an estimated lead-time of three weeks for delivery. An emergency confirming service order was issued in an amount of \$14,100 with a 10% contingency added for an amount not-to-exceed \$15,510 for the purchase of three open-source control panels which should provide more opportunity for service and parts. The new controllers were received and installed on Wednesday, January 12th. Nealis Engineering is going to meet with the contractor and review the final punch list for the boilers and the control panels. We anticipate closing out this project in the next month.

Smart Meter Sensors

The smart meter and sensor installation occurred the last week of June 2021. Since then, we have been tracking ongoing calibration issues with the sensors. The issue is that the sensors are not reporting a true reflection or even slight variance of on-street utilization. Occupancy reports are lower than expected. On some days, 100% utilization may reflect 80% occupancy rates. To

be clear, this is a sensor only issue, and has no effect on the motorists paying at the meters. By system design, the sensors are programmed to always error on the side of the motorist.

We have performed numerous remote field tests with their development team and even after backend configuration changes were made, we have still been unable to resolve the occupancy data capture issues. CivicSmart is now recommending replacing inground sensors with pole mount sensors. We are awaiting additional information from them along with a summary explaining the issues with the inground sensors. The replacement would be at no cost to the City. However, there are concerns of potential damage to pole mount sensors especially during snow removal. We will continue to evaluate and provide an update once we make additional progress on resolving this item.

Non-transferrable Permits

We have sent a letter to all known short-term rentals owners and operators in the downtown area to inform them of a policy change that is being prepared by staff. In comparing parking permit ordinances and policies with other Michigan cities, our policy does not limit parking permits to use by purchaser. Over the past two years, we have had an increase of customer service complaints involving garage parking permits mainly related to improper use by short-term renters. We are working on an ordinance change that would make permits non-transferable and require all short-term renters to pay hourly rates or purchase their own permit. This change will allow for staff to directly communicate with the purchaser on how to use the permit.

In addition to the non-transferable clause, we are working on the ordinance that would allow for the collection of short-money fees at parking garages. There is not currently a way to collect money from motorists who park in the garage and are unable to pay. This change will allow for the issuance of a parking citation to the vehicle that exits as a short-money. If the short-money payment is made, the citation would be reduced. But if the short-money payment is not collected, the citation would stand and follow existing escalation, notice letter, and collection processes.

Amano-McGann

Amano-McGann has terminated a 30-year distributor partnership with Traffic & Safety Control Systems Inc. effective January 17, 2022. Amano-McGann is the manufacturer of the parking access and revenue control system (PARCS) equipment at both parking garages. Traffic & Safety will continue to support service calls and spare parts. There will come a point in time when they no longer have spare parts on the shelf and require additional support to which Amano will not support them. I have been unsuccessful in determining who future service calls should be directed to in the event that we have an issue that Traffic & Safety cannot support. The minimum lifespan of PARCS equipment is seven years. Our equipment was replaced in the summer of 2017.

Parkmobile Guest Check-out QR Codes

Parkmobile has notified all of their customers that they are aware of scams involving QR codes for parking payments in Texas. The scams are not limited to Parkmobile only and have also been identified by other mobile payment apps that use QR codes. Scammers have replicated QR codes and adhered them over existing QR codes. When scanned the QR code takes you to a portal to pay that is not the Parkmobile site. Users that are directly impacted are those who are

using the guest checkout feature. This is the feature that allows for payment without setting up an account. Users who have the Parkmobile App on their phone and use the app to initiate transactions are not affected.

While this scam has not been replicated, we have reached out to our account manager to initiate a reprint of all Parkmobile stickers. Once delivered, we will have them on-hand to replace all QR codes in the event that our site is compromised. It is recommended that users who have the Parkmobile App initiate all transactions through their app. For those using guest checkout, be attentive that the website collecting payment data has the Parkmobile logo with the look and feel of a company owned site and does not appear to be a generic site.

December Parking Revenue

The December 2021 revenues are compared to the past two years. This is the first month all revenue line items have exceeded 2019 revenues.

Meter Revenues

	2019	2020
Total Revenue	22%	200%
Coin	8%	181%
Pay-by-cell	56%	243%

Hourly Admissions

	2021	2020
Hardy Revenue	10%	506%
Old Town Revenue	6%	123%

Fines

	2021	2020
Total Revenue	4%	54%



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

Memorandum

To: Downtown Development Authority Board of Directors
Jean Derenzy, DDA CEO

From: Art Bukowski, Communications, Marketing and Outreach Director

Date: Jan. 11, 2022

Re: Communications

I started at the DDA Tuesday, Jan. 4. As is the case when starting a new position, much of my time since then has been spent touring facilities, learning about various office practices and procedures, meeting new faces and otherwise getting the lay of the land. What follows is a summary of communications tasks that are already underway.

Annual Report

We're hard at work compiling information for the 2021 Annual Report. There's been considerable variability with this document in the past in terms of length, content and design. The 2021 version will be more streamlined than previous versions in an effort to make it a relatively quick read. Careful evaluation of how this style is received will guide future decisions about annual report format. The 2021 Annual Report will be ready for review at your February board meeting.

Website Audit

While the overall design of the website (which includes separate sections for the DDA, DTCA and Parking) is fine, I'd like to run a fine-toothed comb through the content to clean it up and improve the user experience by tweaking the page structure. Much of this work can be done in house, though some of it will have to be outsourced to the web design firm we work with for more significant updates. The full completion of these website improvements will depend on my availability as well as the design firm's schedule.

Communications Audit and Planning

I have been working closely with Jean to learn about major items planned for this year that will have important communications components. Our regular weekly meetings will also allow me to get a sense of what we're doing, not doing and need to be doing from

a communications standpoint, both generally speaking and as it relates to individual projects or other specific matters. Aside from helping me learn more about the DDA, these meetings will allow me to develop a communications plan for the upcoming year.

General Communications

There hasn't been and will never be a shortage of items to draft, edit and advise on, and I am excited to be able to provide these services to Jean and the rest of my colleagues in an effort to improve communications within and from the office.

Media/Community Outreach

I am in the process of scheduling lunches or other get-togethers with media members in town to strengthen those relationships. Proactive work on this front helps ensure a positive and productive working relationship with members of this important industry. Hand-in-hand with this work is outreach with non-media stakeholders in the community at large to learn more about what is important to the community we serve.



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

Memorandum

To: Downtown Development Authority Board of Directors
From: Abby Taylor, DDA Downtown Experience Coordinator
Date: January 17, 2022
Subject: DTCA Events Update

Good Morning Downtown

The next Good Morning Downtown will be held on February 16th at Cherry Republic. The event will run from 8:00 to 9:30. We are also scheduling Good Morning Downtown events for the 3rd Wednesday of March, April and May. The February Good Morning Downtown will provide an overview of the Retail Incubator Project that the DDA is working to establish as well as provide an overview of the infrastructure projects that will begin in 2022 (e.g., bridges, 100 block alley, etc.). In March, April and May, we will identify other interesting topics that will encourage attendance.

Traverse City Restaurant Week

Restaurant Week will run from February 20th through February 26th. After conducting a brief survey, the price tiers of \$25 and \$35 will remain and many restaurants may be offering to-go options, but that will not be a requirement to participate. Applications from restaurants are due by January 18th. We currently have 21 restaurants signed up. Our sponsorships include: Hotel Indigo, The Delamar, Z93, WCCW, and KLT.

Art Fair Series

An application for the 2022 Old Town Arts & Crafts Fair along with the National Cherry Festival Arts & Crafts Fair has been posted to our website. We are requiring applications to be turned in by April 1st. This year, the Old Town Arts & Crafts Fair will likely be held at the Open Space due to bridge construction. The Cherry Arts and Crafts Fair will be held at the Commons (similar to last year). This year we are looking at other options to incorporate all platforms of Art into an art walk or gathering with a potential date of May 6th.

Dates for shows are below:

- Old Town Arts & Crafts Fair | Saturday, June 18
- National Cherry Festival Arts & Crafts Fair | Sunday, July 3
- Downtown Art Fair | Saturday, August 20



**Minutes of the
Arts Commission for the City of Traverse City
Regular Meeting
December 15, 2021**

A regular meeting of the Arts Commission of the City of Traverse City was called to order at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, at 3:41 p.m.

The following Commissioners were in attendance: Ms. Walter, Ms. Stanley, Mr. Hoisington, Mr. Amundson

The following Commissioners were absent: Mr. Nance, Ms. Early, Ms. Niemi

Chairperson Amundson presided at the meeting.

(a) **CALL TO ORDER, ATTENDANCE, ANNOUNCEMENTS**

(b) **CONSENT CALENDAR**

(1) Consideration of approving the meeting minutes from the November 17, 2021 meeting (approval recommended) Burkholder) - PDF

(2) Financials
Approval of the Consent Calendar as presented

Moved by Ashlea Walter, Seconded by Roger Amundsen

Yes: Ashlea Walter, Roger Amundsen, Mi Stanley, and Joshua Hoisington

Absent: Chelsie Niemi, Caitlin Early, and Steve Nance

CARRIED. 4-0-3 on a recorded vote

(c) **OLD BUSINESS**

(1) Rotating Art Update

- Mr. Burkholder noted that the new art installations are up along the TART Trail.
- Commissioner Walter asked about a Ribbon Cutting ceremony

- Mr. Burkholder noted he would reach out to TART, Roger and the artist regarding a ribbon cutting

(2) Strategic Plan Update

- Mr. Burkholder reviewed the memo
- Commissioner Walter asked that we spell out next steps for amending the plan as a procedural item
- Mr. Burkholder said he would make a 6-month timeline for next steps to present at the January Meeting

Motion that the Arts Commission approve to enter into a contract with Parallel Solutions for consulting services for a strategic plan for a not-to-exceed cost of \$12,100 subject to approval and substance by the DDA CEO and city attorney.

Moved by Mi Stanley, Seconded by Roger Amundsen

Yes: Ashlea Walter, Roger Amundsen, Mi Stanley, and Joshua Hoisington

Absent: Chelsie Niemi, Caitlin Early, and Steve Nance

CARRIED. 4-0-3 on a recorded vote

(3) Banner Initiative

- Burkholder noted he was still waiting to get the banner dimensions and count from Britten Banner
- Commissioners discussed a desire to have submissions only open to local artists
- Commissioners discussed the theme of "Fresh Perspectives of Downtown"

(4) Art on the TART Update

- Commissioners discussed a desire to include fabrication costs within the total budget
- Mr. Burkholder noted he would work with TART to get the exact dimensions of the space
- Mr. Burkholder noted he would work on a RFP to be reviewed and approved by the Arts Commission in January

(5) GIS Inventory Mapping Initiative Presentation (Jerry Swanson, Brianna Pemberton)

- This item was moved to the top of "old business"
- A presentation was provided by Jerry Swanson and Brianna Pemberton

(d) PUBLIC COMMENT

- (1) General
- (2) Commissioners

(e) **ADJOURNMENT**

- (1) Adjournment
Motion to adjourn the meeting

Moved by Joshua Hoisington, Seconded by Roger Amundsen

Yes: Ashlea Walter, Roger Amundsen, Mi Stanley, and Joshua Hoisington

Absent: Chelsie Niemi, Caitlin Early, and Steve Nance

CARRIED. 4-0-3 on a recorded vote

Roger Amundson

DOWNTOWN TRAVERSE CITY ASSOCIATION BOARD MEETING

THURSDAY, Dec 9, 2021
8:30 AM • Hotel Indigo

1. Call to Order at 8:39am
 - i. *Present: Dawn Gildersleeve, Margaret Morse, Karen Hilt, Jeffrey Libman, Amanda Walton, Liz Lancashire, Libby Barnes, Jeff Joubran*
 - ii. *Absent: Blythe Skarshaug*
2. CEO Report
 - a. *DTCA Financials and Minutes to be passed out at meeting*
 - i. *Motion to approve October meeting minutes by Margaret, Seconded by Dawn*
 - ii. *Jean spoke on the Lower Boardman 100 and 200 block (around \$300,000 project) and closing on Civic Square*
 - b. Board Election Update | New Board Members Welcome (Jean)
 - i. *Libby Barnes Owner of Lilies of the Alley, Jeff Joubran Owner of Sweet Pea, and welcoming back Dawn Gildersleeve (incumbent) of Cherry Republic*
 - c. Election of Chair and Vice Chair
 - i. *Updated by board:*
Dawn Gildersleeve, President
Jeffrey Libman, Vice President
Libby Barnes, Treasurer
Liz Lancashire, Secretary
 - ii. **Recommended Motion: To All of the above changes voted by the DTCA board.**
 1. **Motioned by Amanda and seconded by Karen**
3. Events & Communications Review (*Taylor*)
 - a. Coffee w/the CEO
 - b. Our Town Consumers Energy Gift Certificate Program
 - c. Ladies' Night
 - d. Men's Night
 - e. Walking in a Window WonderlandUpcoming

- f. Restaurant Week

Abby to meet with both Jeff's on what this looks like in early February

- g. Chili Cook-Off

Not happening this year. Brainstorming ways to bring a fundraiser into an existing event or something completely fresh

Additional Comments/ Open Discussion:

1. Bringing back Good Morning on January 19th
 2. Lights on all buildings Downtown as seen from Milwaukee and Rochester
 3. DTCA Membership: benefits, structure, what does it include?
 4. Art Walk fundraiser aspect
 - a. Top 3 best paintings
 - b. Portion goes to the artist and portion back to DTCA
 - c. Recreate a similar Art Prize
 5. Front street turning into a winter "wonderland" in the middle of winter with ice skating, sledding hill, vendors etc.
-
4. Adjourn
 - a. *Adjourned at 9:58am*

Draft Minutes
Traverse City Downtown Development Authority
Finance Committee
9:30 am
January 10, 2022
Committee Room, Second Floor
Governmental Center, 400 Boardman Avenue, Traverse City

1. Roll Call

Lockhart called the meeting to order at 9:35AM

Present: Scott Hardy, Gabe Schneider, Richard Lewis, Damian Lockhart

Tardy: Jeff Joubran arrived at 9:40am

Absent: None

Attendees: Jean Derenzy, Molly Norville

2. Nomination of Vice Chair

Schneider nominated Lockhart to be Vice Chair of Finance Committee.

Motion by Schneider, seconded by Lewis to elect Lockhart for Vice Chair.

Motion passed unanimously.

3. Approval of November 8, 2021 Minutes

Motion by Schneider, seconded by Hardy to approve minutes of November 8, 2021 as presented.

Motion passed unanimously.

4. Review of 2022 Proposed Meeting Dates. Recommendation made by Jean Derenzy, DDA CEO that the 2022 meeting schedule is approved.

The Following Addressed the Committee:

Jean Derenzy, DDA CEO

Richard Lewis

Gabe Schneider

Scott Hardy

Motion by Lewis, seconded by Schneider to adopt 2022 proposed meeting dates and times.

Motion passed unanimously

4. Review of Year End June 30, 2021 Audit. Recommendation made by Jean Derenzy, DDA CEO that the committee refer audit to the full Board for acceptance and approval.

The Following Addressed the Committee:

Jean Derenzy, DDA CEO
Richard Lewis
Scott Hardy
Gabe Schneider

Motion by Schneider, seconded by Joubran that the Finance Committee refers audit to the full Board for acceptance and approval at the February Regular DDA Board Meeting.

Motion passed unanimously.

5. Discussion of 2022/2023 Capital Improvements.

The Following Addressed the Committee:

Jean Derenzy, DDA CEO
Richard Lewis
Jeff Joubran
Gabe Schneider
Scott Hardy

6. Discussion of TIF97

The Following Addressed the Committee:

Jeff Joubran
Richard Lewis
Scott Hardy
Gabe Schneider
Jean Derenzy, DDA CEO
Damian Lockhart

7. Discussion on DDA Transition Plan Proposals

The Following Addressed the Committee:

Jean Derenzy, DDA CEO
Richard Lewis
Scott Hardy
Gabe Schneider
Jeff Joubran

8. Review of December 2021 Financials

The Following Addressed the Committee:

Jean Derenzy, DDA CEO

9. Public Comment

No public Comment Submitted

10. Adjournment

- a. Joubbran adjourned the meeting at 10:37AM.

Jeff Joubbran, Chair

STRATEGY SESSION DOCUMENTATION AND OUTCOMES

On December 10, 2021, Traverse City Downtown Development Authority (DDA) board members met to discuss and evaluate TIP-97 project priorities and define next steps related to implementation. This summary report documents the meeting outcomes.

MISSION AND VALUES ALIGNMENT

Board members were invited to reflect on a TIF-97 project list prepared by DDA staff:

1. 100 and 200 Block Alley Riverwalk/Pedestrian Plaza
2. Farmers Market
3. East Front Street & Two-Way Conversion
4. Civic Square
5. Lower Boardman Plan Implementation
6. West End Parking Structure
7. Stormwater Management
8. Tree Replacement
9. State and Front Street Improvements
10. Clean and Green Maintenance

Using the capital project descriptions from their meeting packets as a reference, each board member evaluated each project's alignment with the Traverse City Downtown Development Authority's mission and underlying values statements.

Mission

To create, support and promote critical infrastructure and other improvements that enhance the downtown experience, promote business growth, serve as a catalyst for private investment and contribute to the year-round vitality and unique sense-of-place of downtown Traverse City.

Underlying Values

- Long-term sustainability of the DDA and Downtown district.
- Inclusivity and collaboration in developing and implementing the strategic plan.
- An economically healthy and vital DDA and downtown district.
- Transparency in the DDA's strategies, priorities and plans for downtown.

Overall, board members felt the projects were all consistent with the mission and underlying values, with the following caveats, clarifications, and questions offered:

- There was a question about whether the ideal location of the Farmers Market was downtown. Some also shared a desire to address and clarify the most appropriate role for the DDA related the Farmers Market.
- There was an observation shared that project alignment would be informed by the specific design characteristics and investments in programming and the activation of spaces. There was a desired shared to clarify the details of design and programming in order to ensure projects aligned with the mission, underlying values, commitments to partners, and intentions regarding sustainability.
- Some shared they felt Clean and Green Maintenance should be a “given” and incorporated into every project.

STRATEGIC PRIORITIES

Board members then assessed and discussed projects through the lenses of impact and urgency. The following projects were identified as high impact and high urgency:

- 100 and 200 Block Alley Riverwalk/Pedestrian Plaza
- Civic Square
- Lower Boardman Plan Implementation
- West End Parking Structure
- Clean and Green Maintenance

Following the prioritization exercise, Jean Derenzy, CEO of the Traverse City DDA, reviewed financial information including cost and revenue projections with the board.

NEXT STEPS

Board members discussed scenarios, used a consent-based process to explore ideas, and agreed on the following TIF-97 project intentions:

- To bond and use the remaining TIF-97 projected revenues to complete the 100 and 200 Block Alley Riverwalk/Pedestrian Plaza, the Civic Square, and Clean and Green Maintenance projects.
- To work to extend TIF-97 past 2028 in order to develop the West End Parking Structure and invest in Lower Boardman Plan Implementation efforts.