

**DOWNTOWN DEVELOPMENT AUTHORITY AGENDA**  
**Friday, January 18, 2019, 8:00 a.m.**  
**Commission Chambers, Second Floor**  
**Governmental Center, 400 Boardman Avenue, Traverse City**  
**[www.downtowntc.com](http://www.downtowntc.com)**

Information and minutes are available from the DDA CEO, 303 East State Street, Suite C, Traverse City, MI 49684, (231) 922-2050. If you are planning to attend the meeting and are handicapped requiring special assistance; please notify the DDA CEO as soon as possible. Any interested person or group may address the DDA Board on any agenda item when recognized by the presiding officer or upon request of any DDA Board member. Also, any interested person or group may address the DDA Board on any matter concerning the DDA not on the Agenda during the agenda item designated Public Comment. The comment of any member of the public or any special interest group may be limited in time. Such limitation shall not be less than five minutes unless otherwise explained by the presiding officer, subject to appeal by the DDA Board.

1. Roll Call
2. Consent Calendar - The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Board motion without discussion. Any member of the board, staff, or public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.
  - A. Consideration of minutes for the Regular Meeting of December 14, 2018 (approval recommended) (Pages 1-2)
  - B. Consideration of minutes of Leadership Development Session of December 14, 2018 (approval recommended). (Pages 3-5)
  - C. Approval of Destination Downtown Passenger Fare Agreement between BATA & DDA (Approval recommended by Parking Subcommittee) (Pages 6-8)
  - D. Approval of Establishment of Destination Downtown Program Fees (9)  
Memo overview Passenger Fare & Fees (Pages 10-16)
  - E. Approval to contribute an Additional \$5,000 to BATA for Bayline Program (Approval recommended by Parking Subcommittee) (Page 17)
  - F. Claims and Accounts for December (Approval Recommended) (Page 18)
  - G. Consideration of approving Financial Reports and disbursements for DDA, TIF 97, and Old Town TIF for December, 2018 and Financial Reports for Traverse City Parking Services. (approval recommended) (Pages 19-33)
3. CEO Report
  - A. Contract with DTCA (Pages 34-38)
  - B. Establishment of TIF Ad Hoc Committee (Page 39)
  - C. TART Recycle-A-Bicycle program Request (Pages 40-50)
  - D. Cancelling of February 15, 2019 Meeting (Page 51)
  - E. Update on Projects (Pages 52-53)
4. Board Member Reports
  - A. Arts Commission (Hershey)
  - B. Farmers Market (Hardy)
  - C. Lower Boardman River Leadership Team (Burkholder)
  - D. Parking Subcommittee (Hardy)
5. Closed Session --- Possible Property Purchase MCL 15.268(d)

6. Staff Reports
  - A. Marketing / Communications (Pages 54-56)
  - B. Parking Update (Page 57-58)

Old Business

7. Receive and File:
  - A. Parking Subcommittee (Pages 59-60)
  - B. Farmer's Market Advisory Committee (Pages 61-62)
  - C. DTCA Minutes (Pages 63-64)

PUBLIC COMMENT

Adjournment

The Traverse City Downtown Development Authority does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The DDA CEO has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the DDA office.

**Minutes**  
**Traverse City Downtown Development Authority**  
**December 14, 2018**  
**Training Room, Second Floor**  
**Governmental Center, 400 Boardman Avenue, Traverse City**

**1. Roll Call**

**Present:** Leah Bagdon-McCallum, Harry Burkholder, Mayor Jim Carruthers, Collette Champagne, Steve Constantin, Bill Golden, Debbie Hershey, Scott Hardy (arrived at 8:04), T. Michael Jackson, Jeff Joubran, Gabe Schneider

**Absent:** Allison Beers

Leah Bagdon-McCallum called the meeting to order at 8:03am

**2. Consent Calendar**

**Motion by T. Michael Jackson, seconded by Hershey that the consent portion of the agenda be approved. Motion carried unanimously.**

**A. Consideration of minutes for the Regular Meeting of November 16, 2018 (approval recommended)**

**B. Consideration of approval of claims**

**C. Consideration of approving Financial Reports for DDA, TIF 97, and Old Town TIF for November 2018 and Financial Reports for Traverse City Parking Services.**

**3. CEO Reports**

**A. Selection of Consultant for Lower Boardman River**

**i. Derenzy and Burkholder summarized the two interviews that took place for the selection of consultant for Lower Boardman River.**

**ii. Motion by Schneider, seconded by Constantin, that the DDA Board of Directors approve to hire SmithGroup for the Lower Boardman River Unified Plan project phase 1 and phase 2 as outlined in the Request for Qualifications issued in October 2018. Further CEO is authorized to negotiate contract with final contract to be brought back to the DDA for approval. Further, cost of work shall not exceed \$40,000 with \$10,000 to come from DDA TIF 97 and \$30,000 from other private foundations/grants.**

**B. Update on Activities**

**i. Uptown Riverwalk**

**a. Project will be closed for January-March and completed in June**

2019.

- ii. West Front Street Bridge
  - a. City Engineer will be at January board meeting to provide updates.
- iii. Lake Avenue Project
- iv. January Meeting with City Commission: January 14, 2019 at 7:00pm

**4. Board Member Reports**

- A. Arts Commission (Hershey)
  - i. Have applied for a grant with the Grand Traverse Band for the tunnel project
  - ii. Finished strategic plan
  - iii. Will be launching website
  - iv. Elkins has resigned
- B. Farmers Market (Hardy)
  - i. No updates at this time.
- C. Parking Subcommittee
  - i. Impact of parking on downtown merchants and customers
- D. Lower Boardman River
  - i. No updates other than discussion earlier in meeting.

**Old Business**

- A. Parking Update
  - i. Parking Administrator, Nicole VanNess, updated board on the progress of Parking Lot P project and alternative options moving forward.
  - ii. Parking Lot M will be utilized for two dollar daily permits for the winter.

**5. Receive and File**

- A. Board Minutes
- B. Parking Subcommittee Minutes
- C. Lower Boardman River Leadership Team Minutes
- D. Farmers Market Advisory Board Minutes
- E. Parking Update

**6. Public Comment**

- i. No public comment at this time.

**7. Adjournment**

- A. The meeting officially adjourned at 8:24am.

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Leah Bagdon-McCallum, Chair



**Traverse City Downtown Development Authority  
Board of Directors – Leadership Development Session  
Summary and Recommendations  
December 14, 2018 Minutes**

➤ Easel pad notes:

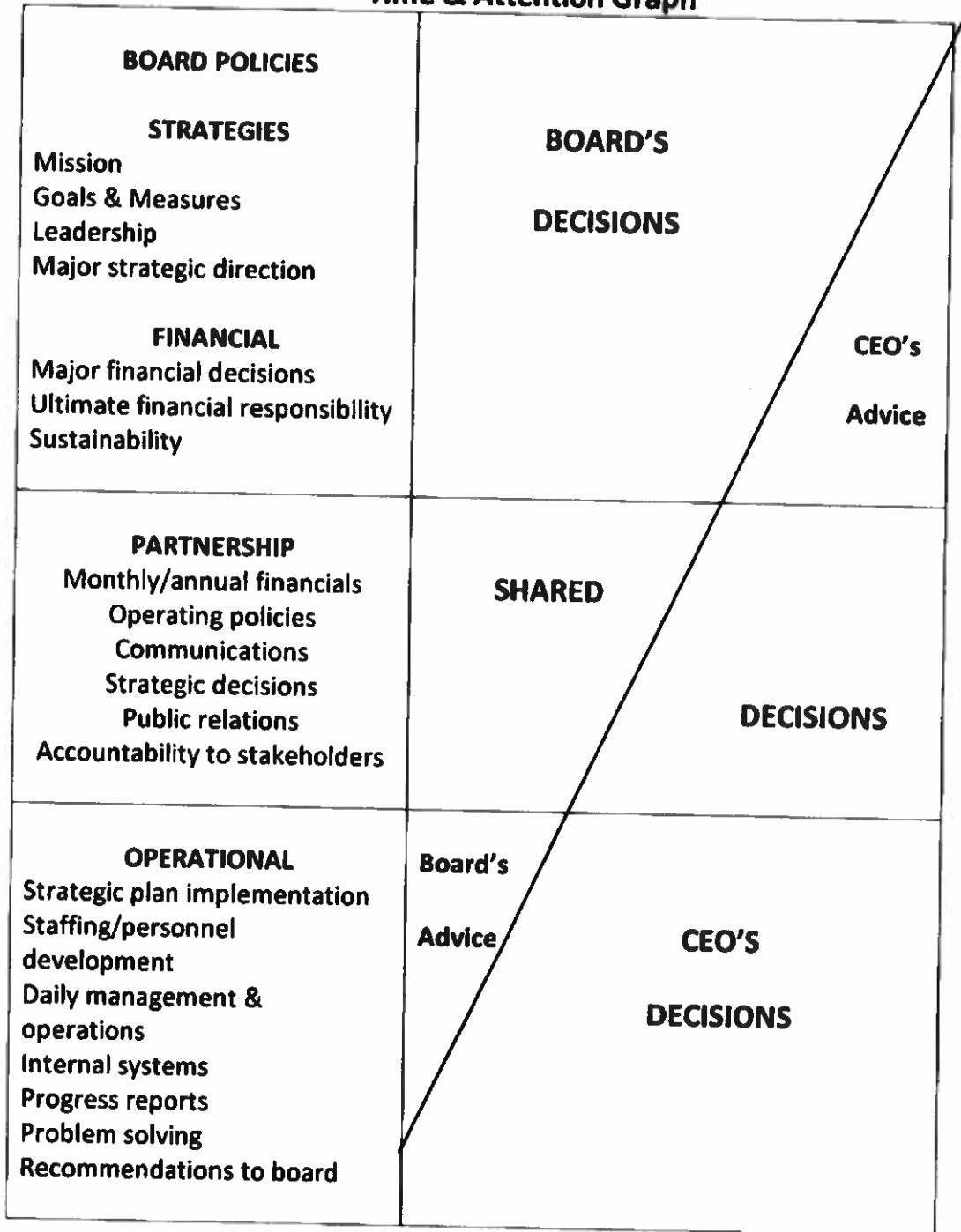
- What do board members think it means to be prepared for meetings?
  - Know the agenda
  - Read the materials and think in advance
  - Ask questions in advance of and during the meeting
  - Be committed to the time allotment needed for the preparation and meeting
  - Question the assumptions behind the materials and the recommendations
  - Continually increase knowledge and understanding of relevant topics
  - Tie back decisions and priorities to the strategic plan
  - Know and fully understand the board's roles, responsibilities, and policies
  - Fully understand the organization's history
  - Provide wise counsel
  
- How can we improve as a board and what do we need?
  - Form and properly use a Finance Committee
  - Consistent and regular communication with the public
  - Develop a communications policy and plan
  - Develop a Board Code of Conduct Policy
  - Develop a Board Roles & Responsibilities Policy
  - Develop a Board Manual and Orientation process

***Continued....***

- Annually review by-laws for committee structure/functions, membership requirements, terms, and other details
- Develop a Conflict of Interest Policy
- Develop a qualifications grid for consideration of potential board members

- Conduct an annual board self-evaluation
- Develop a comprehensive board education and development process
- Develop a grievance policy & process
- Clearly define roles of board vs. CEO, per a method such as:

**Time & Attention Graph**



**RECOMMENDATIONS**

**Woodside Strategies recommends that the TCDDA Board take the following actions in follow-up to the leadership development session. These can be accomplished over the course of a few months, and outside professional help is often used by boards to accomplish many of these things.**

- 1. Form a Finance Committee**
- 2. Form a Governance Committee**
- 3. Form a Marketing/Communications Committee**
- 4. Eliminate the Executive Committee**
- 5. Develop a "job description" for each committee**
- 6. Develop a Board Member Roles & Responsibilities Policy**
- 7. Develop a Board Code of Conduct Policy**
- 8. Develop a Board Conflict of Interest Policy**
- 9. Develop a substantial Board Manual and a Board Orientation policy & process**
- 10. Develop a qualifications grid for consideration of potential board members**
- 11. Develop a Board education and development protocol, content, and schedule**
- 12. Develop and implement an annual Board self-assessment process**
- 13. Develop a general Board-CEO Roles Policy**
- 14. Develop a Grievance Policy**

**Meeting adjourned at 11:45AM**

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**Leah Bagdon-McCallum, Chair**

## PURCHASE OF PASSENGER FARE AGREEMENT

THE BAY AREA TRANSPORTATION AUTHORITY (the Authority, herein referred to as "BATA"), 3233 Cass Road, Traverse City, Michigan 49684, and the TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY, (the Purchaser, hereinafter referred to as "DDA"), 303 East State Street, Traverse City, Michigan 49684, in consideration of the mutual promises contained herein, do hereby agree as follows:

### 1. TERM

The term of this Agreement is March 1, 2019-February 29, 2020 for the commuter benefit program to be known as "Destination Downtown." The program shall renew annually unless terminated before the first day of February of each renewal year.

### 2. PURPOSE OF AGREEMENT

The recognized purpose of the Destination Downtown program is:

- Recognize the lasting relationship between BATA and the DDA,
- Reduce demand for downtown parking,
- Increase sustainability of transportation,
- Increase the use of transit service by downtown employees within the DDA District,
- Reduce the cost of travel and parking for downtown employees within the DDA District,
- Allow the parties to evaluate and gather information regarding the pilot program.

### 3. SERVICE PROVIDED

BATA and the DDA have agreed to support a commuter benefit program to be known as "Destination Downtown" to manage the transportation demand created by the increased demand for the parking downtown. BATA will provide Destination Downtown Cards to the DDA to travel on all BATA fixed route buses. The DDA will distribute the Destination Downtown Cards to downtown employees by marketing the program to employers within the DDA District. Downtown employees must swipe their issued valid Destination Downtown Card through the fare box. BATA will collect data on each boarding and provide such information to the DDA monthly.

### 4. DESIGNATED REPRESENTATIVES

The DDA agrees to designate a representative as its agent to work in cooperation with designated representatives of BATA, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of BATA or of the governing body of any governmental unit.

### 5. FINANCIAL MANAGEMENT

#### 5.1 Payments by Purchaser

DDA agrees to reimburse BATA an amount equal to 100% of full-adult cash fare (\$1.50 for City Loops/\$3.00 for Village Loops), per boarding for individuals with a valid Destination Downtown Card for the Term of the Agreement.



BATA will provide data files to the DDA collected from the magnetic strip or RFID chip on the Destination Downtown Card with the following information:

- Usage by Pass Number
- Usage by Route
- Total Passes Used
- Total Rides by Week or Month
- Total Uses by Pass

BATA shall submit invoices to the DDA once per month, on or about the fifth day of each month for the contract term. DDA agrees to pay the amount for the total number of boardings for a given month according to its customary policies for payment of invoices.

**5.2 Financial Assumptions, Power of Authority to Modify Services**

It is expressly understood by the parties that the charges to the DDA are based on the BATA's adult cash fare (\$1.50 for City Loops and \$3.00 for Village Loops).

**5.3 Fares**

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of BATA and are based on BATA's current fare structure.

**5.4 Bulk Fare Consideration**

A bulk fare rate discount of 20% will be applied if the predetermined threshold of 24,277 rides has been reached during the term of this Agreement to all rides exceeding 24,277. If ridership data projects this threshold will be met in subsequent years of the agreement, the 20% discount will be applied for the full year in advance.

**6. EQUIPMENT**

BATA will provide all hardware (including Destination Downtown Cards) and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

**7. PERSONNEL**

BATA will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel. The DDA will provide the personnel necessary to administer the Destination Downtown program.

The relationship of the parties is that of independent contractors and in accordance therewith, the parties covenant and agree to conduct themselves consistent with such status and that neither they nor their employees, officers or agents will claim to be an officer, employee or agent of the other party or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or

retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

**8. INDEMNIFICATION**

BATA will indemnify the DDA and hold the DDA harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the DDA. It is not the intent of BATA to waive any governmental immunity otherwise available to it. DDA, subject to any governmental immunity available to it, will indemnify and hold BATA harmless from all claims, suits, actions, and damages caused by its officers, agents or employees to the extent of its insurance coverage, except to the extent caused by BATA.

**9. ASSIGNMENT**

This Agreement shall not be assigned by either party without the written consent of the other.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

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

**11. MODIFICATION OF AGREEMENT**

This contract may be modified in writing by mutual agreement of the parties.

**12. EVIDENCE OF INSURANCE**

BATA shall obtain and maintain during the term of this Agreement the following insurance:

- a. Workers compensation insurance with Michigan statutory limits and employer's liability insurance with minimum limits of \$500,000 each accident.
- b. Public liability insurance with limits of no less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than \$5,000,000. The DDA is named as additional Insured as respects general liability claims resulting from the operation of the Bay Area Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the DDA, of such cancellation.
- c. Automobile liability insurance covering all owned, hired and non-owned vehicles, with personal protection insurance and property protection insurance to comply with the

provisions of the Michigan No-Fault Insurance law, including residual liability insurance with minimum limits of \$1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least (60) days prior notification to the DDA, of such cancellation.

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**BAY AREA TRANSPORTATION AUTHORITY**

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**Kelly Dunham**  
**Executive Director**

**TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY**

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**Leah Bagdon-McCallum, DDA Chair**

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**Scott Hardy, Secretary**

**APPROVED AS TO SUBSTANCE**

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**Jean Derenzy, DDA CEO**

**APPROVED AS TO FORM:**

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**Lauren Tribble-Laucht, DDA/City Attorney**

## **RESOLUTION**

**WHEREAS,** The Downtown Development Authority has entered into Agreement with Bay Area Transportation Authority (BATA) for Destination Downtown,

**WHEREAS,** Destination Downtown will be effective March 1, 2019 through February 29, 2020, and

**WHEREAS,** Program will require annual operating expenses for marketing materials, passes and overall program management, and

**WHEREAS,** Nominal participation fees and per pass fee is appropriate to help offset ongoing marketing materials and consumable expense with all personnel expenses incurred by the Downtown Development Authority,

**NOW THEREFORE BE IT RESOLVED THAT A THE FOLLOWING FEES BE INSTITUTED FOR DESTINATION DOWNTOWN:**

<b>Employer Participation Fee</b>	
1-25 Employees	\$25.00
26-75 Employees	\$50.00
76Plus Employees	\$100.00
<b>Destination Downtown Pass Fees</b>	
New Pass	\$5.00
Replacement Pass	\$10.00
Lost/Stolen Pass	\$15.00



## Memorandum

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To: Jean Derenzy, DDA CEO  
From: Nicole VanNess, Parking Director  
Re: January 14, 2019  
Date: Destination Downtown

### **Destination Downtown Agreement**

We launched our first pilot commuter benefit program on June 25, 2018. Similar programs had been discussed, but not put into motion. The program is a benefit that employer's within the DDA District can offer their employees, and is an employer or employee's alternative to paying for a parking permit and parking downtown. Auto Parking Funds are used to cover the cost of rides for all commuter passes on eligible City Loop and Village Loop fixed routes within the Bay Area Transportation Authority's network.

Leading up to the launch we met with Ann Arbor's GoPass! program coordinators for advice based on their lessons learned after having gone through three revisions of their program. To assist with the marketing and promotion of the program, the DDA applied for a Rotary Seed Grant and was awarded \$10,000. We ultimately determined our primary goal was continued increase ridership. The more we can get parkers to commit to commuting the more we are reducing the need to provide long-term parking for employees and are able to increase utilization of these spaces for short-term parking for retail and recreation.

BATA provides a monthly report for weekly ridership. We evaluate total rides, number of passes used more than 5 times, number of passes used more than 3 times, and total passes used. Industry data shows that commuter benefit programs rarely have a 100% rider usage rate. This is due to family commitments, appointments, errands, etc. We determined 5 rides per week to be the benchmark for full-time employees and 3 rides per week to be the benchmark for part-time employees. In the 23 weeks the pilot has operated, we are averaging 17 unique riders, 6 full-time riders, 4 part-time riders and 75 rides per week. We do not have exact rider behavior and pattern data. Based on the assumption that all riders are roundtrip commuters, we are reducing our need for 38 long-term parking spaces per week. This equates to the same number of parking spaces in Lot J off of Union at the Sixth Street Dam.

The pilot will expire on February 28, 2019. In preparation for a full program launch, we have formalized a program policy that further defines program details which include an employer coordinator and usage guidelines for participants. We continue to see consistent usage and feel as though this program is a great benefit for employers and their employees, and will continue to

grow as the demographics of downtown evolve. Upon approving the annual agreement, we will review the 2018-2019 funds budgeted for the pilot program and adjust as deemed necessary for the 2019-2020 budget.

The Parking Subcommittee unanimously supported moving this agreement forward.

**RECOMMENDED MOTION: The DDA Board concurs with the Parking Subcommittee recommendation to approve the Destination Downtown Agreement with Bay Area Transportation Authority to be effective March 1, 2019-February 29, 2020 subject to content approval by the City Attorney.**

**Establish Destination Downtown Program Fees (Attached)**

The program will have annual operating expenses for marketing materials, passes, and overall program management. We will absorb all personnel operating costs with our current parking staff, but feel as though the employer should have a small buy-in to the program. We have determined a nominal participation fee, as well as, a per pass fee. The fees will help to offset ongoing marketing materials, consumables and expenses.

**Employer Participation Fees**

The fee is based on the number of employees on the employer's payroll.

- 1-25 employees \$25
- 26-75 employees \$50
- 76+ employees \$100

**Destination Downtown Pass Fees**

- New Pass \$5
- Replacement Pass \$10
- Lost/Stolen Pass \$15

The Parking Subcommittee unanimously supported establishing the program fees.

**RECOMMENDED MOTION: The DDA Board concurs with the Parking Subcommittee recommendation to approve and establish the recommended Employer Participation Fees and Pass Fees as presented.**



## **Destination Downtown Program Overview**

### **How the Destination Downtown Program Works**

As a business within the Traverse City Downtown Development Authority (DDA) District Boundary you can offer the Destination Downtown Program to your employees. The Destination Downtown pass provides you and your employees with unlimited use of all Bay Area Transportation Authority (BATA) City Loop and Village Loop routes for the purpose of commuting to and from work. This is a commuter benefit which saves you and your employee from having to pay for parking while working downtown. The Auto Parking Fund covers the cost of each trip taken by the commuter.

### **Destination Downtown Program Coordinator**

#### *Coordinator Responsibilities*

As a Destination Downtown Program participant, you must designate a Program Coordinator. To make this easier, you'll want someone on your staff to manage and promote the program to your staff. The Coordinator will also be the contact person between your company and our offices. The Coordinator must keep a list of all Destination Downtown pass numbers and the names of the employees who have been assigned passes. The list must be updated when passes are reassigned, employees depart, new employees are hired and when replacement pass numbers are assigned. We will provide informational materials that can be used to promote this commuter benefit program to your employees.

#### *Keep track of your Destination Downtown Passes*

- Destination Downtown passes are a benefit you give to your employees. They are your property, similar to building/store keys, parking passes, proximity cards or other items that you give to your employees while they are employed with you.
- Since the passes are your property, your Coordinator is required to keep track of the pass numbers and to which employees they have been assigned. The Destination Downtown pass number is located in the upper right-hand corner on the back of the pass.
- The pass should not leave your organization when your employee leaves. If an employee leaves, get the pass back from them so that it can be reassigned to a new employee. An employee should not be using a pass if they no longer work for you. We will check in throughout the year to verify employment for current pass holders.
- The Destination Downtown Program reserves the right to deactivate one or all of your passes if we find that you are not keeping track of who is getting what pass or if the

passes assigned to you are not being used appropriately within the DDA District for the purposes of commuting.

### **Program Participation**

**Participation Fee (required):** To participate in the Destination Downtown program, you are required to pay an annual participation fee based on the number of full and part-time employees on your payroll including owners and managers. The participation fee gives you access to the Destination Downtown program a commuter benefit for your employees. If the number of your employees increases during the year, you will be charged the difference when you get to the next participation level.

#### *Participation Fees\**

76+ employees \$100

26-75 employees \$50

1-25 employees \$25

### **Destination Downtown Passes**

**Destination Downtown Pass Fee (required):** You can order a Destination Downtown pass for all your employees or just some of your employees. You can choose to cover the pass fee or pass this fee on the employees. Each new pass you order will be \$5. Your designated Program Coordinator is responsible for tracking the pass numbers that are issued to each employee, and obtaining returned passes from any employee who is no longer employed. Returned passes may be reassigned to a new employee. A replacement pass is required for any new pass that needs to be replaced when a pass is not returned from an existing employee. A lost/stolen pass replacement is required anytime an employee loses a pass.

#### *Pass Fees\**

New Pass \$5

Replacement Pass \$10

Lost/Stolen Pass \$15

\*All participation fees and pass fees are non-refundable.

## **Frequently Asked Questions**

**Who at my organization can participate in the Destination Downtown program?**

Any employee on the payroll who works at your location within the DDA District, including owners, managers, full-time and part-time employees.

**Who cannot get a Destination Downtown pass?**



- Employees at your organization cannot give or sell their Destination Downtown pass to anyone else. The pass should only be used by the employee it was given to and should never be given to a spouse, friend, child or anyone except the intended employee.
- Employees who work for the organization, but at a location that is outside of the DDA District.
- Organizations outside of the DDA District.

**What if I hire new employees during the year?**

You can get Destination Downtown passes at any time for new employees by filling out the Order Additional Destination Downtown Passes Form on our web-site. The cost to add a pass for a new employee is \$5.

**What if an employee leaves and takes a pass with them?**

If you contact us, you will be charged a \$10 fee to replace the pass. We will need the number of the pass that was not returned so we can deactivate the old pass before we can issue you a replacement pass. You can get replacement passes by filling out the Order Replacement Destination Downtown Passes Form on our web-site.

**What if an employee's pass is lost or stolen?**

You can fill out the Order Replacement Destination Downtown Passes Form to get a lost or stolen pass replaced. Lost/Stolen passes are \$15 to replace. We will need the number of the lost or stolen pass to so we can deactivate the old pass before we can issue you a replacement.

**What if an employee's pass is damaged?**

Damaged passes can be replaced at no charge. You can fill out the Order Replacement Destination Downtown Passes Form to get a damaged pass replaced. We will need the damaged pass back before we can issue a replacement at no charge.

**Destination Downtown Code of Conduct**

**DO'S**

- Do use your pass to commute to and from work downtown only.
- Treat the Destination Downtown program like your property, similar to building/store keys, parking passes, proximity cards, etc.
- Keep track of all of your Destination Downtown pass numbers.
- Get Destination Downtown passes back from employees who no longer work for you. Notify our office when returned passes are reissued to new hires.
- Report lost/stolen/non-returned Destination Downtown passes to (231) 922-0241 or [destination@downtowntc.com](mailto:destination@downtowntc.com).

## DON'TS

- Don't use your pass outside of your commute to and from work in downtown or for recreational pleasure.
- Give the pass to anyone else other than an eligible employee. The Destination Downtown Program reserves the right to deactivate and make invalid any Destination Downtown pass we believe is being misused by an employee. If we suspect abuse, this may jeopardize the Destination Downtown program for all your employees, and we may deactivate one or all of your Destination Downtown passes.
- Let your employees give their Destination Downtown pass to friends or family. If we find out this is happening, we may deactivate one or all of your Destination Downtown passes.
- Keep your passes if your organization closes or moves out of downtown. Contact us at 231-922-0241 or [destination@downtowntc.com](mailto:destination@downtowntc.com) to let us know the passes should be deactivated.

## **RESOLUTION**

### **Contribution to Bayline Program through BATA**

**WHEREAS**, The Downtown Development Authority has enjoyed a partnership with the Bay Area Transportation Authority (BATA) for their new fare-free Bayline route that looped east to west and through downtown; and,

**WHEREAS**, Said route has been successful with higher than anticipated ridership with over 76,000 rides which includes patrons and employees of downtown; and,

**WHEREAS**, Transportation industry data equates every 1.54 rides to 49,000 trips of cars being taken off the road,

**WHEREAS**, Budget provides the usage of an additional \$5,000 to continue with the partnership with BATA for the Bayline fare-free route, and

**WHEREAS**, The Parking Subcommittee of the DDA unanimously recommends an additional \$5,000 contribution,

**NOW, THEREFORE, BE IT RESOLVED**, That the DDA authorize an additional \$5,000 contribution to the Bay Area Transportation Authority for the Bayline Route with funds available from the Auto Parking Fund.

Date	Vendor	Amount	Line Item	Notes
11-Dec	Colleen Paveglio	196.5	Communications	Cell Phone Reimb.
11-Dec	Greg Merica	196.5	Communications	Cell Phone Reimb.
11-Dec	Jean Derenzy	196.5	Communications	Cell Phone Reimb.
11-Dec	Nicholas Viox	196.5	Communications	Cell Phone Reimb.
11-Dec	Nicole VanNess	196.5	Communications	Cell Phone Reimb.
11-Dec	Nina Talarico	196.5	Communications	Cell Phone Reimb.
11-Dec	City of TC	10,132.58	Health Insurance	
11-Dec	ICMA	3,032.19	Payroll	
11-Dec	Bottomline Bookkeeping	190	Prof/Contractual	
13-Dec	Quickbooks	19214.54	Payroll	
19-Dec	United States Treasury	6002.38	Payroll	
20-Dec	State of Michigan	2724.59	Payroll	
20-Dec	City of TC	526.5	SEED Grant-Destination Downtown	
20-Dec	City of TC	835.31	Prof/Contractual Lodging/Meals Reimburse:	
20-Dec	Nina Talarico	48.76	Board Meeting Coffee	
20-Dec	Ollar Consulting	10	Prof/Contractual	
20-Dec	Patisserie Amie	79	Lodging/Meals	
20-Dec	Charter Communications	1195.86	Communications	*TCPS Pays Half
20-Dec	ICMA	2805.75	Payroll	
21-Dec	Old Town TIF	757.49	Property Taxes	
21-Dec	TIF 97	96.74	Property Taxes	
21-Dec	Bottomline Bookkeeping	100	Prof/Contractual	
27-Dec	Quickbooks	18791.68	Payroll	
2-Jan	United States Treasury	5795.94	Payroll	
8-Jan	ICMA	2971.04	Payroll	
8-Jan	Bottomline Bookkeeping	230	Prof/Contractual SEED Grant-Destination	
9-Jan	Bay Supply & Marketing	747	Downtown	
9-Jan	City of TC	742.5	SEED Grant-Destination Downtown	
9-Jan	OneUpWeb	450	Prof/Contractual	*TCPS Pays 1/3 DTCA Pays 1/3
9-Jan	City Opera House	30	Lodging/Meals	
9-Jan	Ollar Consulting	125	Prof/Contractual	
9-Jan	OneUpWeb	1,500.00	Prof/Contractual	
9-Jan	Traverse City Light & Power	483.72	Utilities	
10-Jan	Quickbooks	17,001.18	Payroll	
11-Jan	First National Bank	1,093.53	Credit Cards	

## DDA Financial Report

	December 2017	December 2018	Budget 18-19 as Approved	Budget 18-19 with Amendments	% of Budget	Budget Variance
<b>REVENUE</b>						
Property Taxes	295,013	129,586	137,464	137,464	94.3%	7,876
Interest and Dividends	835	317	200	200	158.5%	-117
Miscellaneous	983	2,527	0	0	-	-2,527
Rents and Royalties	40,180	38,595	53,000	53,000	72.8%	14,405
Administrative Services	381,682	490,191	1,000,706	1,000,706	49.0%	510,515
Prior Year Surplus	0	0	0	0	-	0
<b>TOTAL REVENUE</b>	<b>\$718,673</b>	<b>\$661,216</b>	<b>\$1,191,370</b>	<b>\$1,191,370</b>	<b>55.5%</b>	<b>\$530,154</b>
<b>EXPENSES</b>						
Payroll Expense	379,105	402,053	740,772	740,772	54.3%	338,719
Health Insurance	24,663	66,073	200,074	200,074	33.0%	134,001
Workers Compensation	3,534	0	0	0	-	0
Office Supplies	2,917	2,515	10,000	10,000	25.2%	7,485
Operation Supplies	1,623	365	0	0	-	-365
Professional/Contractual	21,469	36,131	80,000	80,000	45.2%	43,869
Communications	3,007	2,977	4,800	4,800	62.0%	1,823
Transportation	1,700	54	2,000	2,000	2.7%	1,946
Lodging/Meals	2,702	1,338	10,000	10,000	13.4%	8,662
Training	898	70	7,000	7,000	1.0%	6,930
Community Promotion	3,995	1,060	11,500	11,500	9.2%	10,440
Printing/Publishing	2,080	342	1,500	1,500	22.8%	1,158
Insurance & Bonds	0	175	1,800	1,800	9.7%	1,625
Utilities	1,532	2,578	7,100	7,100	38.3%	4,522
Repairs & Maintenance	975	1,901	2,200	2,200	86.4%	299
Rentals	3,705	3,035	9,000	9,000	33.7%	5,965
Legal Expense	0	0	4,500	4,500	0.0%	4,500
Miscellaneous	78	0	400	400	0.0%	400
Equipment	995	3,289	6,000	6,000	54.5%	2,731
<b>TOTAL EXPENSE</b>	<b>\$454,979</b>	<b>\$523,936</b>	<b>\$1,098,646</b>	<b>\$1,098,646</b>	<b>47.7%</b>	<b>\$574,710</b>
<b>NET INCOME/(LOSS)</b>	<b>\$263,694</b>	<b>\$137,281</b>	<b>\$92,724</b>	<b>\$92,724</b>	<b>50.0%</b>	

thru fiscal year 1

## TIF 97 Financial Report

	December 2017	December 2018	Budget 18-19 as % of Budget Approved	Budget Variance
<b>REVENUE</b>				
Property Taxes	1,592,466	1,720,761	2,194,975	78.4%
Grants	0	0	0	0.0%
Reimbursements	-	0	130,000	0.0%
Interest Revenue	(115,180)	3,075	4,500	68.3%
Prior Year Surplus	0	0	0	0.0%
<b>TOTAL REVENUE</b>	<b>\$1,477,286</b>	<b>\$1,723,836</b>	<b>\$2,329,475</b>	<b>74.0%</b>
<b>EXPENSES</b>				
Professional Services	119,861	139,504	469,750	29.7%
Insurance & Bonds	-	0	0	
Printing/Publishing	-	0	1,000	0.0%
Capital Outlay/Contribution to City	1,991	0	906,578	
Contribution to City-Debt Service	-	56,923	829,400	8.9%
<b>TOTAL EXPENSE</b>	<b>\$121,852</b>	<b>\$196,427</b>	<b>\$2,206,728</b>	<b>8.9%</b>
<b>NET INCOME/(LOSS)</b>	<b>\$1,355,434</b>	<b>\$1,527,410</b>	<b>\$122,747</b>	<b>50.0%</b>

thru fiscal year

## Old Town TIF Financial Report

	December 2017	December 2018	Budget 18-19 as Approved	% of Budget	Budget Variance
<b>REVENUE</b>					
Property Taxes	153,217	211,050	260,509	81.0%	49,459
Reimbursements	0	0	0	0.0%	0
Interest Revenue	31	75	0	0.0%	-75
<b>TOTAL REVENUE</b>	<b>\$153,248</b>	<b>\$211,124</b>	<b>\$260,509</b>	<b>81.0%</b>	<b>\$49,385</b>
<b>EXPENSES</b>					
Office Supplies	39	-	-	-	-
Professional/Contractual	0	55,262	166,284	33.2%	111,023
Printing/Publishing	0	0	0	0.0%	0
Contribution to District Construction Projects		(7,800)	863,330	0.0%	871,130
<b>TOTAL EXPENSE</b>	<b>\$39</b>	<b>\$47,462</b>	<b>\$1,029,614</b>	<b>4.6%</b>	<b>\$982,152</b>
<b>NET INCOME/(LOSS)</b>	<b>\$153,208</b>	<b>\$163,663</b>	<b>(\$769,105)</b>	<b>50.0%</b>	

thru fiscal year  1

**Downtown Development Authority**  
**Balance Sheet**  
 As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Fifth Third Checking - 3112	234,548.93
Fifth Third Savings - 8740	201,853.05
Petty Cash	288.19
<b>Total Checking/Savings</b>	436,798.17
<b>Accounts Receivable</b>	
Accounts Receivable	160,769.64
<b>Total Accounts Receivable</b>	160,769.64
<b>Other Current Assets</b>	
Due From APS	-842.39
Due From DYCA	510.85
<b>Total Other Current Assets</b>	-331.54
<b>Total Current Assets</b>	597,236.27
<b>Other Assets</b>	
Due From Other Funds	53,389.82
Pre-Paid Expense	6,020.00
<b>Total Other Assets</b>	61,409.82
<b>TOTAL ASSETS</b>	658,646.09
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	7,144.24
<b>Total Accounts Payable</b>	7,144.24
<b>Other Current Liabilities</b>	
Accrued Payroll Liabilities	
Accrued Salaries	1,482.77
Bryan Crough Memorial Fund	12,784.90
Deposits Payable	200.00
Double Up Food Bucks	5,641.00
EBT Bridge Card	14,053.56
NCF Reimbursements	130.00
Prescriptions for Health	1,945.00
Project Fresh	-5,868.00
Senior Project Fresh	-4,663.00
Deposits Payable - Other	2,270.00
<b>Total Deposits Payable</b>	13,208.56
Due to Other Funds	12,868.65
<b>Payroll Liabilities</b>	
Federal Income Tax Payable	1,774.00
Health Insurance Payable	1,254.28
Life Insurance Payable	814.59
Medicare Tax Payable	762.34
Social Security Tax Payable	3,259.60
State Income Tax Payable	1,806.91
State Unemployment Tax Payable	-351.75
<b>Total Payroll Liabilities</b>	9,121.97
Seed Grant	18,007.00
Tech Incubator Fund	-40,900.00
<b>Total Other Current Liabilities</b>	24,773.65
<b>Total Current Liabilities</b>	31,918.09
<b>Total Liabilities</b>	31,918.09
<b>Equity</b>	
Opening Bal Equity	107,606.27
Retained Earnings	381,841.16
Net Income	137,280.57
<b>Total Equity</b>	626,728.00
<b>TOTAL LIABILITIES &amp; EQUITY</b>	658,646.09



01/14/19

**Downtown Development Authority**  
**Profit & Loss**  
**December 2018**

	<u>Dec 18</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Administrative Services	139,911.77
Interest & Dividends	37.65
Property Taxes	261.67
<b>Total Income</b>	<u>140,211.09</u>
<b>Gross Profit</b>	<u>140,211.09</u>
<b>Expense</b>	
Communications	1,776.93
Health Insurance	7,413.59
Lodging, meals	48.76
Office Supplies	267.21
<b>Payroll Expenses</b>	
457 Company Matching	3,632.58
Hourly Wage Expense	23,540.81
Medicare Tax Expense	774.22
Salaries & Wages	28,212.59
Social Security Tax Expense	3,310.44
SUTA Tax Expense	110.40
<b>Total Payroll Expenses</b>	59,581.04
Professional/Contractual	2,102.26
Rentals	148.09
Repairs & Maintenance	975.00
Utilities	893.02
<b>Total Expense</b>	<u>73,205.90</u>
<b>Net Ordinary Income</b>	<u>67,005.19</u>
<b>Net Income</b>	<u><u>67,005.19</u></u>

01/14/19

**Downtown Development Authority**  
**Profit & Loss**  
**July through December 2018**

Jul - Dec 18

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Administrative Services	490,190.86
Interest & Dividends	316.97
Miscellaneous Revenue	2,527.00
Property Taxes	129,586.27
Rents	38,595.00
<b>Total Income</b>	<u>681,216.10</u>
<b>Gross Profit</b>	<u>681,216.10</u>
<b>Expense</b>	
Communications	2,976.51
Community Promotion	1,060.00
Equipment	3,268.99
Health Insurance	66,073.36
Insurance & Bonds	175.00
Lodging, meals	1,337.89
Miscellaneous Expense	0.00
Office Supplies	2,515.30
Operation Supplies	365.05
Payroll Expenses	
457 Company Matching	22,691.03
Hourly Wage Expense	157,785.78
Medicare Tax Expense	5,273.85
Salaries & Wages	192,984.43
Social Security Tax Expense	22,550.17
SUTA Tax Expense	768.13
<b>Total Payroll Expenses</b>	<u>402,053.39</u>
Printing & Publishing	341.58
Professional/Contractual	36,130.70
Rentals	3,034.94
Repairs & Maintenance	1,901.20
Training	70.00
Transportation	53.65
Utilities	2,577.97
<b>Total Expense</b>	<u>523,935.53</u>
<b>Net Ordinary Income</b>	<u>137,280.57</u>
<b>Net Income</b>	<u>137,280.57</u>

**DDA - TIF97**  
**Balance Sheet**  
 As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Fifth Third Checking - 8028	2,932,329.55
<b>Total Checking/Savings</b>	2,932,329.55
Accounts Receivable	
Accounts Receivable	805,000.00
<b>Total Accounts Receivable</b>	805,000.00
<b>Total Current Assets</b>	3,737,329.55
<b>Other Assets</b>	
Due From Other Funds	11,968.65
<b>Total Other Assets</b>	11,968.65
<b>TOTAL ASSETS</b>	3,749,298.20
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	61,727.75
<b>Total Accounts Payable</b>	61,727.75
Other Current Liabilities	
Deferred Revenue	960,000.00
Due To Other Funds	14,035.44
<b>Total Other Current Liabilities</b>	974,035.44
<b>Total Current Liabilities</b>	1,035,763.19
<b>Total Liabilities</b>	1,035,763.19
<b>Equity</b>	
Opening Bal Equity	-21,200.00
Retained Earnings	1,207,325.44
Net Income	1,527,409.57
<b>Total Equity</b>	2,713,535.01
<b>TOTAL LIABILITIES &amp; EQUITY</b>	3,749,298.20

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**DDA - TIF97**  
**Profit & Loss**  
**December 2018**

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	<u>Dec 18</u>
Income	
Interest	<u>500.42</u>
Total Income	500.42
Expense	
Professional/Contractual	<u>76,128.25</u>
Total Expense	<u>76,128.25</u>
Net Income	<u><u>-75,627.83</u></u>

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01/14/19

**DDA - TIF97**  
**Profit & Loss**  
**July through December 2018**

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	<u>Jul - Dec 18</u>
<b>Income</b>	
Interest	3,075.44
Property Taxes	1,720,760.72
<b>Total Income</b>	<u>1,723,836.16</u>
<b>Expense</b>	
Capital Outlay	-32,083.02
Interest Expense	89,005.86
Professional/Contractual	139,503.95
<b>Total Expense</b>	<u>196,426.59</u>
<b>Net Income</b>	<u><u>1,527,409.57</u></u>

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Accrual Basis

**DDA Old Town TIF  
Balance Sheet  
As of December 31, 2018**

	<u>Dec 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Fifth Third Checking - 0650	373,724.63
<b>Total Checking/Savings</b>	<u>373,724.63</u>
<b>Total Current Assets</b>	<u>373,724.63</u>
<b>TOTAL ASSETS</b>	<u><u>373,724.63</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	27,630.75
<b>Total Accounts Payable</b>	<u>27,630.75</u>
<b>Total Current Liabilities</b>	<u>27,630.75</u>
<b>Total Liabilities</b>	27,630.75
<b>Equity</b>	
Retained Earnings	182,431.13
Net Income	163,862.75
<b>Total Equity</b>	<u>346,093.88</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>373,724.63</u></u>

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Accrual Basis

**DDA Old Town TIF  
Profit & Loss  
December 2018**

	<u>Dec 18</u>
<b>Income</b>	
<b>Property Taxes</b>	<u>-6,620.66</u>
<b>Total Income</b>	<u>-6,620.66</u>
<b>Expense</b>	
<b>Adm/Eng Services</b>	<u>27,630.75</u>
<b>Total Expense</b>	<u>27,630.75</u>
<b>Net Income</b>	<u><u>-34,251.41</u></u>

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Accrual Basis

**DDA Old Town TIF  
Profit & Loss  
July through December 2018**

	<u>Jul - Dec 18</u>
<b>Income</b>	
Interest	74.65
Property Taxes	211,049.73
<b>Total Income</b>	<u>211,124.38</u>
<b>Expense</b>	
Adm/Eng Services	55,261.50
Capital Outlay	-7,799.87
<b>Total Expense</b>	<u>47,461.63</u>
<b>Net Income</b>	<u><u>163,662.75</u></u>



RUN DATE: 1/10/19  
 CITY OF RAVERSE CITY  
 LINE ITEMS AS OF 11/30/2018  
 SELECTION: FUND RANGE 585 TO 585  
 LINE ITEM RANGE 499.00 TO 699.00  
 DEPARTMENTS

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	THIS MONTH	THIS YEAR	CURRENT ENCUMBRANCES	BUDGET BALANCE	% EXPENDED / REALIZED
502.00 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.00	N/A
551.00 PARKING DECK PROCEEDS	415000.00	.00	415000.00	23867.10	220716.92	.00	194283.08	53.18
652.00 PARKING FEES-COIN	1400000.00	.00	1400000.00	106728.52	822629.50	.00	573370.50	58.76
653.00 PERMITS-SURFACE LOTS	240000.00	.00	240000.00	8498.00	40228.00	.00	199772.00	16.76
653.05 PERMITS-PARKING DECK	610000.00	.00	610000.00	12576.00	262224.00	.00	347776.00	42.99
653.07 PERMITS-NEIGHBORHOOD	.00	.00	.00	.00	.00	.00	.00	N/A
653.10 PROXIMITY CARD FEE	.00	.00	.00	.00	.00	.00	.00	N/A
656.10 PARKING FINES	400000.00	.00	400000.00	25676.50	182050.91	.00	217949.09	45.51
656.20 PARKING FINES-AIRPORT	.00	.00	.00	.00	.00	.00	.00	N/A
656.30 PARKING FINES-COLLEGE	.00	.00	.00	.00	.00	.00	.00	N/A
664.00 INTEREST & DIVIDEND EARNINGS	12000.00	.00	12000.00	7304.09	28438.78	.00	16438.78	236.99
668.00 RENTS AND ROYALTIES	26300.00	.00	26300.00	1500.00	13548.00	.00	12752.00	51.51
673.00 SALE OF FIXED ASSETS	.00	.00	.00	.00	.00	.00	.00	N/A
674.00 CONTRIBUTIONS-PUBLIC SOURCES	.00	.00	.00	.00	.00	.00	.00	N/A
675.00 CONTRIBUTIONS-PRIVATE SOURCE	.00	.00	.00	.00	.00	.00	.00	N/A
677.00 REIMBURSEMENTS	.00	.00	.00	64.62	64.62	.00	64.62	N/A
683.00 RECOVERY OF BAD DEBTS	.00	.00	.00	.00	.00	.00	.00	N/A
686.00 MISCELLANEOUS INCOME	.00	.00	.00	100.00	1207.50	.00	1207.50	N/A
687.00 REFUNDS AND REBATES	.00	.00	.00	.00	.00	.00	.00	N/A
694.00 OTHER INCOME	.00	.00	.00	.00	.00	.00	.00	N/A
699.00 PRIOR YEARS' SURPLUS	.00	.00	.00	.00	.00	.00	.00	N/A
GRAND TOTALS	3103300.00	.00	3103300.00	186177.59	1570978.99	.00	1532321.01	50.62

RUN DATE: 1/10/19

SELECTION: FUND RANGE 585 TO 585

LINE ITEM RANGE 700.00 TO 999.00 DEPARTMENTS

CITY OF TRAVERSE CITY  
LINE ITEMS AS OF 11/30/2018

PAGE 1

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	THIS MONTH	THIS YEAR	CURRENT ENCUMBRANCES	BUDGET BALANCE	% EXPENDED / REALIZED
702.00 SALARIES AND WAGES	18000.00	.00	18000.00	720.33	2236.53	.00	15763.47	12.43
704.00 EMPLOYEE OVERTIME	3500.00	.00	3500.00	.00	.00	.00	3500.00	.00
705.00 FRINGE BENEFIT RECOVERY	.00	.00	.00	.00	.00	.00	.00	N/A
714.00 HEALTH SAVINGS ACCT EXPENSE	100.00	.00	100.00	.00	200.94	.00	100.94	200.94
715.00 EMPLOYER'S SOCIAL SECURITY	1600.00	.00	1600.00	56.31	173.11	.00	1426.89	10.82
716.00 EMPLOYEE HEALTH INSURANCE	100.00	.00	100.00	10.08	69.76	.00	30.30	69.70
717.00 EMPLOYEE LIFE/DISABILITY INS	200.00	.00	200.00	.00	.00	.00	200.00	.00
718.00 RETIREMENT FUND CONTRIBUTION	100.00	.00	100.00	20.78	76.22	.00	23.78	76.22
719.00 RETIREES HOSPITALIZATION INS	.00	.00	.00	.00	.00	.00	.00	N/A
720.00 UNEMPLOYMENT COMPENSATION	.00	.00	.00	.00	.00	.00	.00	N/A
721.00 WORKERS COMPENSATION INS	.00	.00	.00	13.34	66.70	.00	66.70	N/A
727.00 OFFICE SUPPLIES	7000.00	.00	7000.00	111.13	1545.11	.00	5454.89	22.07
740.00 OPERATION SUPPLIES	46000.00	.00	46000.00	4080.76	24206.02	19.46	21813.44	52.62
801.00 PROFESSIONAL AND CONTRACTUAL	1181200.00	.00	1181200.00	34781.72	364181.96	5260.00	811758.04	30.83
810.00 COLLECTION COSTS	2000.00	.00	2000.00	.00	16.00	.00	2016.00	.80
850.00 COMMUNICATIONS	50500.00	.00	50500.00	2076.56	9179.79	.00	41320.21	18.18
854.00 CITY FEE	310000.00	.00	310000.00	.00	.00	.00	310000.00	.00
860.00 TRANSPORTATION	8000.00	.00	8000.00	278.20	1654.45	.00	6345.55	20.68
862.00 PROFESSIONAL DEVELOPMENT	8000.00	.00	8000.00	.00	.00	.00	8000.00	.00
863.00 TRAINING	2000.00	.00	2000.00	.00	.00	.00	2000.00	.00
880.00 COMMUNITY PROMOTION	36000.00	.00	36000.00	.00	10123.27	14374.50	11502.23	28.12
900.00 PRINTING AND PUBLISHING	22000.00	.00	22000.00	.00	6185.12	.00	15814.88	28.11
910.00 INSURANCE AND BONDS	22000.00	.00	22000.00	2165.36	10826.80	.00	11173.20	49.21
920.00 PUBLIC UTILITIES	125000.00	.00	125000.00	3085.30	17870.04	.00	107129.96	14.30

ROW DATE: 1/10/19

SELECTION: FUND RANGE 585 TO 585

LINE ITEM RANGE 700.00 TO 999.00 DEPARTMENTS

CITY OF TRAVERSE CITY  
LINE ITEMS AS OF 11/30/2018

PAGE 2

	INITIAL BUDGET	BUDGET ADJUSTMENTS	ADJUSTED BUDGET	THIS MONTH	THIS YEAR	CURRENT ENCUMBRANCES	BUDGET BALANCE	% EXPENDED / REALIZED
930.00 REPAIRS AND MAINTENANCE	265000.00	.00	265000.00	5954.13	24956.58	.00	240043.42	9.42
930.05 RAMSDALL GATE REPAIR & MAINT	1000.00	.00	1000.00	.00	.00	.00	1000.00	.00
940.00 RENTAL EXPENSE	119000.00	.00	119000.00	9475.74	45819.53	.00	73180.47	38.50
956.00 MISCELLANEOUS	10500.00	.00	10500.00	.00	10277.83	.00	222.17	97.88
959.00 DEPRECIATION EXPENSE	521000.00	.00	521000.00	43052.09	215260.45	.00	305739.55	41.32
964.00 TRANSFERS OUT	.00	.00	.00	.00	.00	.00	.00	N/A
977.00 EQUIPMENT	160000.00	.00	160000.00	.00	148824.14	.00	11175.86	93.02
988.00 UNALLOCATED FUNDS	.00	.00	.00	.00	.00	.00	.00	N/A
GRAND TOTALS	2919800.00	.00	2919800.00	105881.83	893718.29	19615.04	2006466.67	30.61



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

## Memorandum

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To: Downtown Development Authority  
From: Jean Derenzy, CEO  
For Meeting Date: January 18, 2018  
SUBJECT: Contract with DTCA

The attached Agreement continues with the relationship between the DDA and Downtown Merchant Association (DTCA) for a three-year term, ending 2020/2021 budget year. The following services are outlined in the contract:

- ✓ Bookkeeping
- ✓ Annual membership drive
- ✓ Regular monthly newsletter
- ✓ Oversee the promotion of the gift certificate program
- ✓ Oversee events approved by the DTCA Board
- ✓ Maintain DTCA Website

For these services the DTCA will pay the DDA \$67,133.000 for 2018/2019 and a 3% increase per year.

The changes within the Agreement were (identifying that the DTCA can use the DDA office space and our mailing address. Termination can occur with applicable written notification by either party (this was a change as the DTCA was the only entity able to terminate previous contract). The Agreement forms an independent contractor relationship, basically meaning that the DTCA is not the employer.

**RECOMMENDATION:** Approval of Agreement for Management Services between DDA and Traverse City Merchant Association for a three-year contract ending 2020/2021.

## **AGREEMENT FOR MANAGEMENT SERVICES**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the DOWNTOWN DEVELOPMENT AUTHORITY, a duly organized authority under Michigan Law, 303 E. State Street, Traverse City, Michigan, 49684 (the "DDA") and the DOWNTOWN TRAVERSE CITY ASSOCIATION, a non-profit corporation of Post Office Box 42, Traverse City, Michigan, 49685 ("the DTCA");

WHEREAS, the DDA desires to encourage the economic and retail development of Downtown Traverse City, including the enhancement and retention of existing retail businesses in the City Center; and

WHEREAS, the DTCA is an organization composed of property owners and business owners in Downtown Traverse City; and

WHEREAS, the DDA has sufficient staff and ability to assist the DTCA in the marketing and promotion of Downtown Traverse City;

THEREFORE, the parties mutually agree as follows:

1. **Scope of Services. The DDA agrees to provide the following services to the DTCA:**

- a. The DDA shall provide office space and an address for the DTCA **within the DDA office located at 303 E. State Street.**
- b. The DDA shall provide sufficient administrative staff time to the DTCA to allow that organizations to market, advertise, and promote itself or its members in a manner consistent with the goals of the organization.
- c. The DDA shall maintain ordinary bookkeeping services for the DTCA.
- d. The DDA shall oversee the annual membership drive of the DTCA and attend all meetings of the DTCA.
- e. The DDA shall edit and prepare a regular monthly newsletter to all DTCA members.
- f. The DDA shall act as a liaison between the DTCA and members of various boards that interact with the downtown.
- g. The DDA shall oversee the selling and promotion of the gift certificate program.
- h. Shall oversee events approved by the DTCA Board.
- i. Maintain Website

2. **Reporting.** The DDA shall provide the DTCA with a written annual report regarding activities conducted pursuant to this Agreement, together with any other pertinent activities related to the two organizations.

3. **Compensation, Method of Payment and Term:** The DTCA shall make equal payments on a monthly basis based on the yearly agreed upon amount; equating to 3% annual increase each year. Yearly payments (with monthly payments identified) are as follows:

2018/2019: SIXTY-SEVEN THOUSAND, ONE HUNDRED THIRTY-THREE (\$67,133.00) Dollars (\$5,594.42 per month)

2019/2020: SIXTY-NINE THOUSAND, ONE HUNDRED FORTY-SEVEN (\$69,147.00) Dollars (\$5,762.25 per month)

2020/2021: SEVENTY-ONE THOUSAND TWO HUNDRED TWENTY-ONE (\$71,221.00) Dollars (\$5,935 per month)

as consideration for the services specified in this Agreement. The services to be rendered and the obligations specified under this Agreement shall commence on September 1, 2018, and terminate on August 31, 2021 unless terminated sooner pursuant to the terms of this Agreement.

4. **Independent Contractor.** The relationship of the parties is that of independent contractors and in accordance therewith they agree to conduct themselves consistent with such status and that neither they nor their employees, officers, or agents will claim to be an officer or employee, of one another or make any claim, demands or application to or for any rights or privileges applicable to any officer or employee of the other party including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

6. **Termination.**

a. **BASED ON FAULT.** If the DTCA determines that the DDA has failed to perform all or any part of the services, obligations, or duties required by this Agreement, the DDA specifying the portions of the Agreement, in default, and shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from the receipt of the notice during which time the DDA shall correct the violations referred to in the notice. If the DDA does not correct the

violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. This provision for termination shall not limit or modify any other right either party may have to proceed against the other at law or equity under the terms of this Agreement.

b. **NOT FOR FAULT.** Whenever the DTCA determines that termination of this Agreement in whole or in part is in the best interest of the DTCA, or in the event that termination is required by any State or Federal agency, either party may terminate this Agreement with forty-five (45) days written notice to the other party specifying that portion of the services terminated and the effective date of such termination.

c. Whenever the DDA Board determines that termination of this Agreement in whole or in part is in the best interest of the DDA or in the event that termination is required by any state or federal agency, the DDA may terminate this Agreement with forty-five (45) days written notice to the DTCA specifying the services terminated and the effective date of such termination.

7. **Remedies.** Upon any termination of this Agreement by the DTCA the DDA shall be entitled to payment for the full quarter in which the termination is to take effect.

8. **Amendments.** The parties hereby agree to permit modifications of this Agreement from time to time, but such modifications shall be in writing and signed by both parties.

9. **Assignment.** The parties agree that there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed to in writing by both parties.

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

11. **Interpretation.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This agreement was drafted at the joint direction of the parties. The pronouns and related words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement, or if a person of masculine or feminine gender joins in this Agreement, such words shall be interpreted to be in the plural, masculine or feminine as the same requires.

12. **Contract for Services.** This Agreement is intended to be a contract for services between the parties. Nothing contained herein shall relieve either party of its obligation to exercise independent judgment in the furtherance of its expressed goals or obligations.

13. **Renegotiation.** In the event the parties wish to extend this Agreement, they shall notify one another no less than three (3) months prior to its expiration and the parties agree to meet and attempt to renegotiate the Agreement in good faith.

14. **Third Party Beneficiaries.** This Agreement confers no rights or remedies on any

third party, other than the parties to this Agreement.

15. Hold Harmless and Indemnification. The DTCA agrees not to sue or make any type of claim against the DDA based on the DDA's negligence or it's entering into this Agreement. The DTCA agrees to defend and indemnify the DDA if a third party sues or makes a claim against the DDA based on the existence or performance of this Agreement and the services thereunder. This promise is not limited by any insurance policy. For purposes of this paragraph, "DDA" means the DDA and its employees, officials, or agents.

16. Not a Joint Venture. The parties do not intend to create a joint venture or partnership.

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

**SIGNATURES:**

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Subject to Form:

Subject to Substance:

\_\_\_\_\_  
Leah Bagdon-McCallum, Chair

\_\_\_\_\_  
Jean Derenzy, CEO

**DOWNTOWN TRAVERSE CITY ASSOCIATION**

\_\_\_\_\_  
Misha Neidorfler, Chair





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

## **Memorandum**

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**To:** Downtown Development Authority  
**From:** Jean Derenzy, CEO  
**For Meeting Date:** January 18, 2018  
**SUBJECT:** Establishment of Ad Hoc Committee

At the joint study session on Monday, January 14<sup>th</sup>, there was discussion relating to extension of TIF 97 and to further investigate this possibility through an ad hoc committee. The new ad hoc Committee would be members of both the DDA and City Commission. Recommendation would be that three members from DDA and three members from the City Commission.

The TIF 97 Plan is worthy of an ad hoc committee to more deeply investigate the remaining projects and financing involved for those strategic projects.

The new committee's specific responsibility would be:

1. Investigate remaining projects within TIF 97, and
2. Possible extension of TIF 97.

**RECOMMENDATION:** Approval to form a TIF 97 Ad Hoc Committee to investigate remaining projects within the TIF 97 Plan and the feasibility of extending TIF 97. Further, recommend that city Commission appoint three members to the TIF Ad Hoc Committee.

Three members of the DDA be appointed to the TIF 97 Ad Hoc Committee.



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## Memorandum

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To: Downtown Development Authority  
From: Jean Derenzy, CEO  
For Meeting Date: January 18, 2018  
SUBJECT: TART Recycling-a-bicycle event

Attached is a memorandum from Parking Director Nicole VanNess relating to the June 1, 2019 TART recycle-a-bicycle event to be held on the ground level of the Old Town Parking Garage. To accommodate the set-up needed on May 31, recommendation is in lieu of any towing of cars, that set-up occur between 6:00pm until 9:00pm working with the parking staff coordinating set-up in the center rows and working outward as the vehicles exit. As indicated, no cars will be towed on May 31 and allowed to exit as the permit paid for allows. Ground level will be closed on June 1, 2019 until 4:00pm.

Cleaning expenses for use of the restroom will need to be charged this year at the rate charged to the DDA for cleaning, being \$36.38 per hour.

**RECOMMENDATION:** Approval for the Ninth Annual Recycling-a-Bicycle event to utilize the ground level of the Old Town Parking Garage on May 31, 2019 from 6:00pm, for set-up and use on June 1, 2019 from 8:00am to 4:00pm for the official event. Further, TART shall work with parking staff on set-up on the May 31 requiring no towing of vehicles. Further, restroom cleaning charge be billed according to costs incurred at the rate of \$36.38 per hour. Further, TART shall provide proof of insurance naming the City of Traverse City and the DDA as additional insured and hold harmless signed.

Event is subject to final approval by the City Clerk's Office.



## Memorandum

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To: Jean Derenzy, DDA CEO  
From: Nicole VanNess, Parking Director  
Re: January 14, 2019  
Date: TART Recycle-a-bicycle

### **TART Recycle-a-Bicycle Low Impact Event Application (Attachment: Application)**

Warm biking weather is just around the corner, and as in the past, TART has submitted their request to use the ground level of the Old Town Parking Garage for the annual recycle-a-bicycle event. Last year, we shared that future requests would be evaluated based on the usage of the facility. We are still using the ground level as an overflow for permit holders Monday-Friday 8 AM-6 PM. The application submitted is requesting access to the whole ground level from 4 PM-8 PM on Friday, May 31st. Last year, we allowed for setup in the center rows at 4 PM with access to the outer rows (permits allowed) after 6 PM and as vehicles exited. We will not be able to grant access to the outer row before 6 PM, but we can coordinate use of the center rows at 4 PM. Any vehicles parking past 6 PM will not be towed, and access will be available after they have vacated the space. The application does state that TART will pay for any spaces that are used between 4-6 PM. After setup was complete, tables were used to block the entry and exit into the ground level on the north and south sides. The tables also blocked access to the SW stair tower and elevator. TART must maintain a 5 foot clearance as required by ADA compliance.

***RECOMMENDED MOTION: I recommend that the DDA Board of Directors authorize the use of the ground level of the Old Town Parking Garage on May 31, 2019, from 6 PM until 9 PM on June 1, 2019 for the Ninth Annual Recycle-a-Bicycle event to be managed by the Traverse Area Recreation and Transportation Trails (TART) organization as described in their proposal dated January 14, 2019, provided that TART provides proof of insurance naming the City of Traverse City and the DDA as additional insured and signs a hold harmless waiver stating they are responsible for any injury or loss that might occur, and further subject to final approval by the City Clerk's office.***

### **TART Recycle-a-Bicycle Event Restroom Use Request**

The restrooms have been used in the past free of charge. Since we do not have a contract for cleaning on these restrooms, and they are not regularly open to the public, we are requesting a

TART R-A-B

January 14, 2019 | 2

minimum charge be applied if they would like access to the restrooms and they will be required to provide consumables.

***I recommend that the DDA Board of Directors authorize Traverse City Parking Services to bill a minimum one hour cleaning charge of \$36.38 and an additional \$36.38 per hour if service is further needed for use of the restrooms at the Old Town Parking Garage and that event organizers be required to provide consumables.***

City of Traverse City Application for  
Park and Public Land Use Permit – Low Impact Events



Name of Applicant: TART Trails, Inc Recycle-A-Bicycle (bike swap)

Address: 148 E Front St, Suite 201 Traverse City MI 49684  
Street City State Zip

Phone No: 231-941-4300 Email: chris@traversetrails.org

Authorized co-representative: Don Cunkle

Phone No: 231-922-2050 Email: ycunkle@charter.net

Name of Park(s) or Public Land(s) Requested: Old Town Parking Garage (Ground Floor)

Official Date(s) and Time(s) of Event: Friday, May 31<sup>st</sup> 4-8 pm

Saturday, June 1<sup>st</sup> 8am - 4 pm

All Date(s) requested, including set up and tear down: Friday May 31<sup>st</sup>,

Saturday June 1<sup>st</sup> will pay for spaces used in early set up thru

Brief description of event: bicycles in safe working condition are sold to the public

Expected number of participants: 300-400

All applicants should answer/acknowledge the following questions/statements:

1. Are you setting up any equipment such as (tables, chairs), portable toilets, public address systems, bounce house, or tents? (circle all that apply)

Yes

No

2. List any additional equipment/items, if any, being set up in the park: bicycle racks

3. How many tents will you be setting up and list their dimensions: none

**The total square footage of any tent or combination of tents should not exceed 1000 square feet. If it does, you will need to complete a Parks and Public Land Use -High Impact Event form located at [www.traverscitymi.gov/permits\\_and\\_form.asp](http://www.traverscitymi.gov/permits_and_form.asp).**

4. Are you staking or driving anything into the ground such as tent stakes?
- Yes – you will need to contact MISS DIG and the Parks and Recreation Supervisor at 231-922-4900 ext. 122 five days prior to such staking. It is the applicant's responsibility to ensure this is done and that all staking is removed immediately following the event.
  - No
5. Will you be utilizing any signs at the event?
- Yes – approval must be provided by the Zoning Administrator. Please contact the Zoning Administrator at 231-922-4464.
  - No
6. Will alcohol be served?
- Yes
  - No
- NOTE: some parks do not allow alcohol. In all cases, glass is not permitted on City beaches.**
7. Will there be any water events?
- Yes – the Michigan Department of Natural Resources permits may need to be obtained. Contact their local office at 231-775-9727 and provide a copy of permits with this application.
  - No
8. Are any City barricades needed?
- Yes – the City rents barricades for \$25/barricade for events that are conducted solely by and for the financial benefit of a non-project organization and \$55/barricade to all others. Please contact the Streets Division for details at 231-922-4900 ext. 122.
  - No
9. Are electrical services needed?
- Yes – note that some parks do not offer electricity. If using an extension cord, you **must** use a UL Listed Commercial Grade Extension Cord.
  - No
10. Will there be any food served or Mobile Food Vendors?
- Yes, mobile food vendors – you may need a permit from the Grand Traverse County Environmental Health Department Office, contact them at 231-995-6051. For Mobile Food Vendor a permit is required. Please note that if food is being sold, your event is considered a High Impact Event and you should submit a High Impact Event Application form rather than this one. \*Note: Mobile Food Vendors are not permitted in City Parks unless the City Park is listed on the Map of City Property where Mobile Food Vending is Generally Allowed. Visit [www.traverscitymi.gov/permits\\_and\\_form.asp](http://www.traverscitymi.gov/permits_and_form.asp) to view this map.

- Yes, bringing my own food.  
 No

11. Will there be entertainment or amplified music?

- Yes – *you must comply with the City's noise ordinance. For questions, contact the Traverse City Police Department at 231-995-5151.*  
 No

12. A site plan is required. Please attached a site plan depicting the location of all of the following, including any other relevant information: **A) tents, B) tables and chairs, C) public address systems, D) stage, E) vending, F) barricades, G) portable toilets, H) signage.**

**Did you attach a site plan to this application?**

- Yes  
 No

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***ALL EVENTS - Please also note the following requirements:***

- a) If alcohol is being served, the applicant shall furnish to the City a certificate of insurance for liquor liability in the amount of \$1 million per occurrence policy naming the City of Traverse City as additional insured. The City Clerk may require additional insurance coverage.
- b) The Applicant shall be liable for all damages both to property and person and shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses resulting or arising out of or in connection with the performance of the act for which this permit is issued. The obligations to defend, indemnify and hold harmless shall exclude only those matters in which the claim arises out of allegations of the sole negligence or act of the City, its officers, agents or employees.
- c) The Applicant shall reimburse the City for expenses such as police, fire, streets, and others as agreed upon between the City and the applicant and will be billed accordingly.
- d) The tent/canopy membrane material shall be non-combustible, flame resistant, or treated in an approved manner in accordance with the Michigan Building Code. On-site inspection will be done by the Fire Marshal. You must contact the Fire Marshal at least 7 days before the event at (231) 922-4930.
- e) The applicant is responsible for any clean-up following this event and any damage done to City property and will be billed accordingly.
- f) The rights granted by this permit are revocable at the will of the City of Traverse City, and the Applicant waives any right to claim damages or compensation in the event that this permit is revoked.
- g) If issued, a permit may not be transferred or assigned.

***A fee is required for most permits, please attach the necessary fee.***

If no City services are needed and only minimal equipment is set up in park:	No Fee
All other Low Impact Event Permits – City resident:	\$15.00
All other Low Impact Event Permits – non-City resident:	\$25.00

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The undersigned, declares and says he/she wishes to be permitted to perform the operation, service or act stated hereon and that the statements made above are true and correct to the best of his/her knowledge and belief, he/she will comply with all provisions of the ordinances of the City of Traverse City (hereafter "City") relative to the operation, service or act for which the permit is requested, and agrees to hold the City free and harmless from all liability which may be imposed upon it, to reimburse the City for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the work or act for which the permit was issued. The undersigned acknowledges that the City may revoke a permit if the city determines information regarding the event was not accurately conveyed to the City on this application document or if the City's ordinances or policies are violated; and by signing, waives any claims of liability, financial or otherwise, against the City should a permit be revoked. The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Date: 1-14-19

Authorized Applicant Representative:

Don Cunkle  
(Please print)

Don Cunkle  
(Signature)

**Please submit your application; and if applicable, the application fee to:**

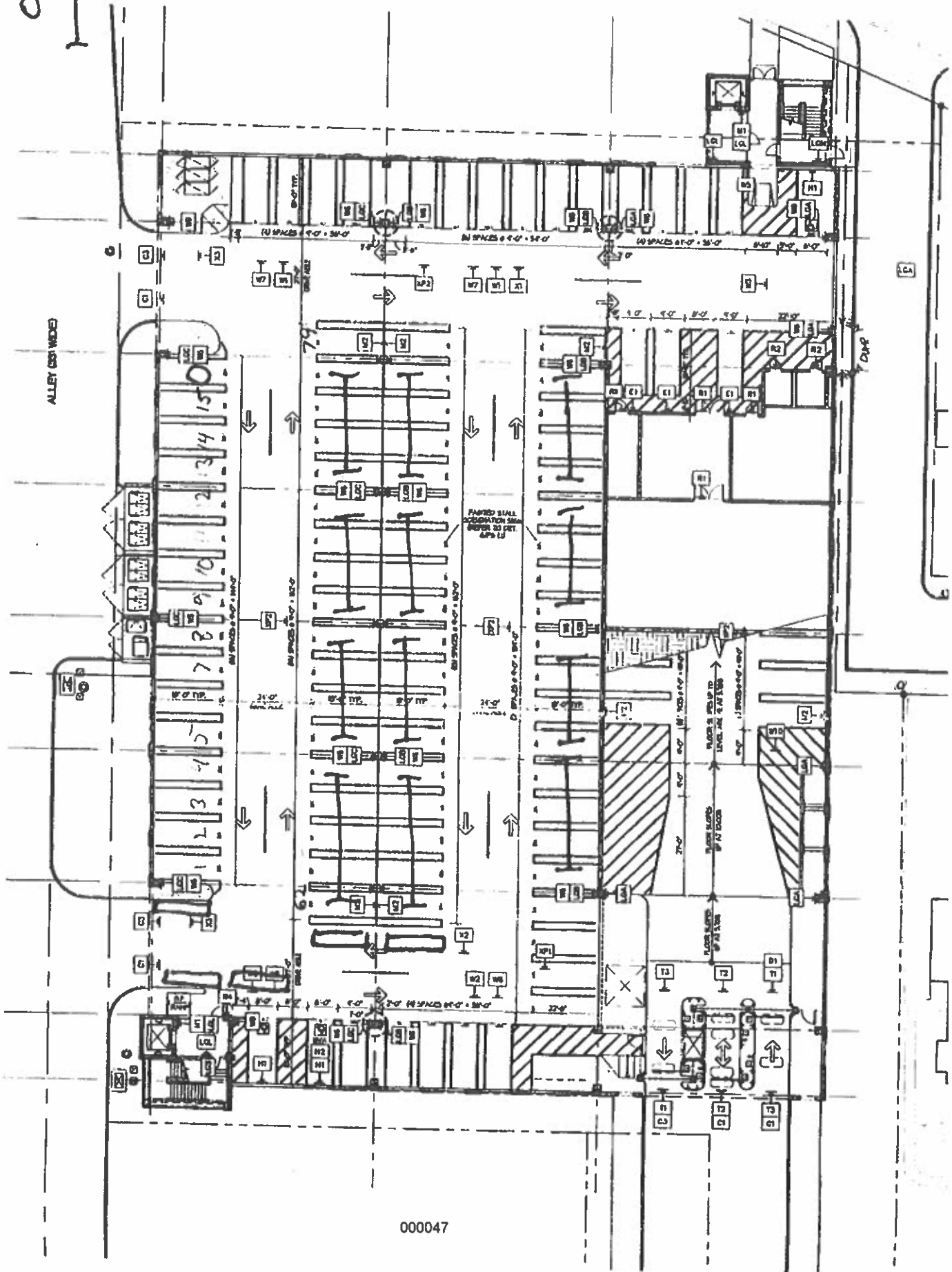
**City of Traverse City Parks and Recreation Division  
c/o Shella Dodge  
625 Woodmere Avenue  
Traverse City, MI 49686  
(231) 922-4900, extension 144  
sdodge@traversecitymi.gov**



☐ = TABLE  
+ CHAIR

○ = mechanics stand

—|— = bike racks





**TO: Downtown Development Authority (DDA) Board**  
148 E. Front St., Suite 201  
Traverse City, MI 49684

**FROM: Chris Deyo, TART Trails, Inc.**  
231.941.4300  
[chris@traversetrails.org](mailto:chris@traversetrails.org)  
[www.traversetrails.org](http://www.traversetrails.org)

**DATE: Tuesday, January 14, 2019**

**SUBJECT: Proposal for use of space for Recycle-A-Bicycle Bike Swap**

Dear DDA Board,

TART Trails is excited to partner with the DDA again for this year's 25<sup>th</sup> annual Smart Commute Week occurring Saturday, June 1<sup>st</sup> - Friday, June 7<sup>th</sup> 2018. Smart Commute Week energizes downtown Traverse City in celebration of active and alternative transportation. TART Trails Smart Commute program is intentionally designed with the purpose of celebrating working and playing in and around downtown Traverse City.

The 9<sup>th</sup> Annual Recycle-A-Bicycle Bike Swap will kick-off Smart Commute Week on Saturday, June 1<sup>st</sup>. The preferred venue for the Swap is to return to the ground floor of the Old Town Parking Garage. The attached proposal outlines our request to re-use the space in close partnership with you and the City. We would begin use of the garage on Friday, May 31<sup>st</sup> at 4:00 pm by claiming spaces as they are vacated and using them for bicycle storage. Recycle-A-Bicycle would need the entire lower level starting at 6:00 pm.

Thank you for the opportunity to present our request and hopefully your unanimous support for this proposal. I look forward to continuing this conversation and strengthening our partnership and collaborative efforts as the event date approaches. Please don't hesitate to contact me if you have any questions or considerations. A reply in writing confirming TART's use of the space would be greatly appreciated.

Sincerely,

*Don Cunkle*  
Don Cunkle

Attachments: (1)

- 9th Annual Recycle-A-Bicycle Bike Swap Proposal

*Enriching the Traverse region by providing a network of trails, bikeways and pedestrian ways, and encouraging their use.*

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### **Hold Harmless Agreement**

Whereas, TART Trails, Inc., a Michigan non-profit organization, of P.O. Box 252, Traverse, Michigan 49684 ("TART") wishes to use the ground floor of the Old Town Parking Garage, for an event on May 31<sup>st</sup>, 2019 through June 1, 2019, and

Whereas, the DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan authority, whose address is 303 East State Street, Suite C, PO Box 42, Traverse City, Michigan 49685 (the "DDA"), manager of the facility, wishes to give permission to TART to use the Old Town Parking Garage for this purpose on the condition that TART agrees to hold harmless and indemnify the DDA and that the DDA be named as an additional insured on TART's policy of insurance, and

Whereas, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, TART agrees to hold harmless and indemnify the DDA and name the DDA as an additional named insured on its insurance policy as follows:

1. **Indemnity.** TART shall indemnify and save harmless the DDA, their officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of TART or its employees, agents, servants, volunteers and subcontractors and its use of the Old Town Parking Garage on May 31, 2019 through June 1, 2019. TART shall not be obligated to indemnify the DDA for the DDA's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the DDA in an action against it.

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

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

2. **Insurance.** TART will upon execution of this Agreement provide a certificate of insurance to the DDA demonstrating general liability insurance coverage in the amount of \$1 Million per occurrence. The policy shall contain endorsements stating that at least a 10-day notice will be given to the DDA prior to termination or any change in the policy and shall provide an endorsement stating that the DDA has been named as additional insured onto such policy for all claims arising out of TART's use of the Old Town Parking Garage. Should any

required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the DDA.

3. Authority to Execute. TART agrees that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of TART.

*Don Cunkle*

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**Don Cunkle, Recycle-A-Bicycle Program  
TART Trails**

Its:

1/14/2019

Date



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

## **Memorandum**

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**To:** Downtown Development Authority  
**From:** Jean Derenzy, CEO  
**For Meeting Date:** January 18, 2018  
**SUBJECT:** Cancelling February 15, 2019 Meeting

Vacation has been scheduled for 2/14 through 2/22. I have talked with the Chair and Vice-Chair and recommendation is to cancel the February 15 meeting.



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## Memorandum

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To: Downtown Development Authority  
From: Jean Derenzy, CEO  
For Meeting Date: January 18, 2018  
SUBJECT: Update on Projects

### Lower Boardman River Leadership Team:

- Working with Smith Group on a phased-in contract. As reported via a memorandum, the DDA was awarded a \$5,000 grant from the Consumers Foundation for the Lower Boardman, with the \$10,000 DDA contribution allowing a negotiation on such a phased-in approach.
- Coastal Zone Management Grant for River Trail. Receiving proposal from Gene Ullery-Smith to complete signage design for the River Trail, consistent with the approved water trail plan. Work will be in conjunction with the Lower Boardman River Team.

### Leadership:

- Business Retention/Recruitment: Working on the feasibility of application through the USDA associated with business retention in Downtown.
- Application is being investigated for façade improvements.

### Development:

- Meetings have occurred with potential development on East Front and in the Warehouse District. Additional information will be provided to keep Board members apprised of new investment within the District.

### Infrastructure:

- Bridge Repairs: Presentation will be made at our March meeting on the West End Bridge. I have worked with Traverse City Light and Power to identify a new type of lights for the bridges which brings more of a entrance. Cost of the lights will be presented to the Board as soon as same is available.

### Follow-up from Leadership Meeting:

- Working on responsibilities/duties of Governance Committee and Finance Committee for the DDA Board. At the March meeting, I would recommend that four board members be appointed to each of these Boards to start the work

identified within the leadership meeting. If any members are interested, please let me know and I will put interested names on the March cover memorandum.

**RECOMMENDATION:** Information only.



# Memorandum

To: Jean Derenzy  
From: Colleen Pavaglio  
Re: Communication Update  
Date: January 14, 2019

## Website

A new website was launched last week for the DDA. The url is [www.dda.downtowntc.com](http://www.dda.downtowntc.com). the site may be found directly by using the url or you will still be able to access through the top navigation on [downtowntc.com](http://downtowntc.com). We are working on some of the bugs this week, but most the functionality will remain as it has been developed. The top navigation is designed for the user to easily find our projects and initiative, who we are, and how we do what we do. [downtowntc.com](http://downtowntc.com) will remain as the marketing site for shopping, dining, and entertainment.



### THIS IS OUR STORY

The Traverse City Downtown Development Authority (DDA) is a special district within the City of Downtown Traverse City, Michigan. The DDA, the Downtown Traverse City Association (DTCA) and Traverse City Parking Services (TCPS) are a unique mix of organization and operational, being

The DDA manages the DTCA and TCPS. Aside from improvements in financing and communications, the merger of these organizations has had the added benefit of creating clear roles. Listed below are the major areas of responsibility.

Created in 1979 the DDA is involved in local and office recruitment efforts, public improvements such as streetclosures, partnerships with Traverse City Light & Power to study utility and parking and development issues. The DDA also works with local state and federal partners to accomplish goals set forth by the City of Traverse City Capital Improvement Plan. Funds through a 2 mill levy and management contracts, the DDA serves in the conduct of funds through contracts and employs all downtown staff. Public improvements are funded through two Tax Increment Financing plans (TIFs) and Old Town (TIF). Here you may find a [complete DDA District](#). The DDA also operates the [Sustainable Downtown Economic Market](#). The organization is governed by a seven member board appointed by the City Commission. For a list of current DCA board members click here.



For now, parking will remain on [downtowntc.com](http://downtowntc.com). In the near future, we will develop a separate site similar to how the DDA functions and it also, will stay on the top navigation of [downtowntc.com](http://downtowntc.com).



### **Annual Report**

Our largest communication publication, the Downtown Annual Report, will be published in February. I will be working on the report this month and look forward to celebrating the many the many accomplishments for 2018.

### **Facebook**

The Traverse City DDA Facebook page has been gaining some momentum. We continue to share projects and meetings and will also be incorporating interesting planning initiatives, blogs, and articles that can be applied to the Traverse DDA and the region as a whole.

### **Lower Boardman River Leadership Team**

Jean will be meeting with The Smith Group to discuss next steps. We look forward to a comprehensive community engagement process on the future of the Boardman River.

### **Destination Downtown**

Nicole and I are working on the continuation of Destination Downtown and launching a full program on March 1, 2019 based on your feedback at Friday's meeting and City Commission on January 22. A communication plan has been developed for the 6 prior to launch. While the program remains essentially the same, a Business Coordinator will be required moving forward and small participation fee will be applied to participating businesses.

We look forward to the growth of this program and the continuation of promoting alternative modes of transportation beyond the automobile.

### **DTCA Update**

The DTCA is pleased to announce that the 2018 Downtown Gift Certificate Sales hit a new record high with \$683,000 in sales. Thanks to those that were able to come in and help with pre-signing the gift certificates. This reduces a significant amount of staff time and creates an expedited process for the customer.

The DTCA just wrapped up the Downtown Chili Cook-Off and I want to extend a big thank you to those that were able to help during the event. We had nearly 60 volunteers and hosted over

1,500 local on Saturday afternoon. We are proud that our annual event portfolio consists of events that are community favorites.

Coming Up! Traverse City Restaurant Week, February 24 - March 2



## Memorandum

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To: Jean Derenzy, DDA CEO  
From: Nicole VanNess, Parking Director  
Re: January 14, 2019  
Date: Parking Services Updates – January 2019

### ***Seasonal \$2 Daily Permits – Lots D and M Only***

We do not have the capacity in our existing permit lots to allow for \$2 daily permits to be purchased. In an effort to provide an option, we are offering \$2 daily permits to be purchased through May 15<sup>th</sup> for use in Lot D, the boat launch lot at 300 E Grandview Parkway and Lot M, the Marina lot east of the boathouse.

### ***Lake Avenue Pay Stations***

The pay stations have been installed and are operable on 200 Lake Avenue. The street is being enforced as a 2 hour zone. As part of the cleaning up the appearance of the streetscapes, we did not install single space meters, instead parkers will use the multi-space pay stations to pay by their license plate. Since the stations do not give change they are configured to accept \$1 bills, coins, and credit only.

### ***Park Street Public Restrooms***

On December 31, 2018 damage in the family restroom was reported. We have locked the door and it is currently out-of-order until we can repair a sink that is detached from the wall.

### ***Holiday Parking at Hardy Parking Garage Ended January 15th***

Free parking at Hardy Parking Garage for the holidays ends tomorrow, January 15<sup>th</sup>.

### ***Construction Updates***

#### ***Lot P***

The lot will remain closed until it is paved in the spring/summer 2019.

#### ***Garage Restoration***

RAM has completed the punch list items that were prepared during their visit on December 10<sup>th</sup>. We are all set with our major garage repairs until 2023.



## Memorandum

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To: Jean Derenzy, DDA CEO  
From: Nicole VanNess, Parking Director  
Re: January 14, 2019  
Date: TDM 3 Year Plan Update

### Year 1 Objectives

#### ***Evaluate Public or Private Valet (Update)***

The Parking Subcommittee reviewed the ordinance overview objectives prior to the Traffic Committee reviewing them last week. Overall, both committees discussed the advantages and disadvantages of allowing a requesting business or valet company to request specific placement or setting predetermined locations for valet operations; interferences with existing permits for sidewalk cafes and events; hours of operation; operation and parking plans. More information is needed before consideration can be given to needed traffic control orders and an ordinance. We do not have an update on the timeline, but will continue to work through these items.

#### ***Residential Parking (New)***

The Parking Subcommittee reviewed the 3 Year Plan. As part of their input, we are going to add residential permits into the year 1 and subsequent year's objectives. In the past, we have tried to address the top three requests from residents. This is not a one size fits all topic. At this point, we are going break "residential parking" into multiple subtopics. The year 1 goal will be to address the original residential parking permit request from 2001 which is to establish an ordinance and process for residents to obtain permits that allow them to park past posted hour limit signs on their block. Once this objective is completed, the remaining residential subtopics will be prioritized and scheduled in a tentative timeline.

**DOWNTOWN DEVELOPMENT AUTHORITY  
PARKING SUBCOMMITTEE MINUTES  
Thursday, November 29, 2018, 11:00 AM  
400 Boardman Avenue, 2<sup>nd</sup> Floor Committee Room  
Traverse City, MI 49684  
www.downtowntc.com**

Chair, Scott Hardy, called the meeting to order at 11:02 AM.

1) Roll Call

Present: Steve Constantin (departed at 12:20 PM), T. Michael Jackson, Scott Hardy, Todd Knaus, Rick Brown, Debbie Hershey, Jeff Joubran

Absent:

2) Meeting Minutes: **The meeting minutes from November 28, 2018 were approved as presented upon motion by Jackson, seconded by Brown. Motion carried unanimously.**

3) Destination Downtown

- A. Destination Downtown Agreement (TDM 3 Yr. Plan)
  - a. Constantin requested additional information on cost analysis to operate program versus construction costs to demonstrate benefits to public and employers.
  - b. **Motion by Constantin, seconded by Hershey that the Parking Subcommittee recommends the DDA Board approve the Destination Downtown Agreement with Bay Area Transportation Authority to be effective March 1, 2019-February 29, 2020 subject to content approval by the City Attorney. Motion carried unanimously.**
- B. Establish Destination Downtown Program Fees
  - a. Brown suggested revisiting program fees if the participation and utilization of the program decreases.
  - b. **Motion by Knaus, seconded by Constantin that the Parking Subcommittee recommends the DDA Board approve and establish the recommended Employer Participation Fees and Pass Fees as presented. Motion carried unanimously.**
- C. Bayline Contribution
  - a. Derenzy explained the need to obtain a report from BATA for current sponsorship and program success in order to consider the DDA's contribution in the coming year(s).
  - b. Hershey requested information on feasibility and long-term plans for the route to remain fare-free.
  - c. **Motion by Brown, seconded by Joubran that the Parking Subcommittee recommends the DDA Board approve an additional contribution to the Bay Area Transportation Authority in the amount of \$5,000 for the Bayline Route. Motion carried unanimously.**

4) High and Low Impact Event Lot Rental Rates

- A. Discussion on NCF and TCFE exempt status from paying rental fees, and recovering billable staffing expenses.
- B. Constantin suggested the fee to be based on a formula rather than actuals.
- C. Joubran suggested the rates align more with event and bagged meter rates.
- D. Constantin requested this item be removed and placed on the February agenda.

- 5) Committee Review of Transportation Demand Management 3 Year Plan
  - A. Residential Parking (TDM)
    - a. Discussion on moving forward by breaking residential parking into subtopics and accomplishing one subtopic at a time, and move forward with residential permits for the purpose of residents obtaining permits to park past the post hour limit signs only at this time.
- 6) Merchant Citation Fund
  - A. Discussion on suggested fund and how other solutions should be explored to see if this is the right direction for parking and its impact on businesses.
- 7) Parking Violation and Fine Amounts
  - A. \$5 Meter Violation/Same Day Discount
    - a. **Motion by Jackson, seconded by Constantin that the Parking Subcommittee recommends the DDA Board approve an ordinance change to Section 488.06 (33) schedule of fines to remove the \$5 if paid same date as date issued by midnight for online or in-office payment only from the meter violation fine schedule subject to content approval by the City Attorney. Motion carried unanimously.**
  - B. Review/Compare Violation Fine Amounts (TDM)
    - a. Derenzy requesting moving this item to the February agenda.

Constantin departed at this point in the meeting

- 8) Valet Parking Ordinance (TDM 3 Yr. Plan)
  - A. Discussion on valet locations fixed vs. requested, and how limiting the location could impact other businesses or the overall operation of a valet.
- 9) Traffic Committee Update
  - A. Overnight Parking Pilot
- 10) Introduction to February Agenda
  - A. Parking Contract and Budget
  - B. Meter Bag Policy
  - C. Event Rate for Metered Lots
  - D. Metered Beach Lots
  - E. Bay Street Parking
- 11) Public Comment
  - A. Tyler Bevier, BATA, congratulated the DDA on receiving \$2 Million from State of MI for Civic Square project.
- 12) Adjournment. The meeting officially adjourned at 12:34 PM.

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Scott Hardy, Chair

# **FARMERS MARKET ADVISORY BOARD**

## **REGULAR MEETING MINUTES**

Monday, December 17, 2018, 9:00 am

Training Room, Second Floor

Governmental Center, 400 Boardman Avenue, Traverse City

[www.downtowntc.com](http://www.downtowntc.com)

1. Roll Call
  - a. Present: Tim Werner, Brenin Wertz-Rot, Scott Hardy, Courtney Lorenz, Sue Kurta, Gary Jonas, Lori Buchan, Linda Grigg, Tricia Phelps, Nic Welty (9:22)
  - b. Absent:
2. Approval of Minutes
  - a. Motion: Scott Hardy
  - b. Second: Meghan McDermott
  - c. Motion passed unanimously
3. Monthly Financials
4. Programming Committee Update
  - a. Proposed Wednesday Programming
    - i. Met to discuss how to increase traffic to Wednesday markets, proposing bringing non-profit partners to Wednesday markets to provide programming
      1. Taste the Local Difference, Groundwork Center for Resilient Communities/MSUE, Crosshatch Center for Art and Ecology proposed as once/month, with fourth Wednesday a rotating feature
      2. Propose to provide stipends for these non-profits to attend and provide programming
      3. Proposing \$200 stipend per Wednesday market for each non-profit partner
      4. Proposing \$5 increase to all Saturday booth rates to cover the cost of these stipends
      5. Nick will email all vendors with proposed layout changes to Wednesday market
    - ii. Food Trucks at Market on Wednesdays and Saturdays
      1. Relocating Norte to accommodate one food truck on Saturdays, featuring one food truck per month
  - b. Budget Review
5. Operations Committee Update
6. Public Comment
7. Adjournment
  - a. Motion: Lori
  - b. Second: Tricia

c. Passed unanimously

The Traverse City Downtown Development Authority does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The DDA Director has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice Regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the DDA office.



# DOWNTOWN TRAVERSE CITY ASSOCIATION BOARD MEETING

THURSDAY, DECEMBER 13, 2018  
8:30AM • DOWNTOWN OFFICE

## MINUTES

1. Call to order (*Neidorfler*)
  - a. *In Attendance: Misha Neidorfler, Liz Lancashire, Jeff Libman, Todd McMillen, Susan Fisher, Dawn Gildersleeve, Jake Kaberle, John McGee*
  - b. *In Absentia: Kim Bazemore*
2. Approval of Minutes of the Board Meeting of November 8, 2018 (*Neidorfler*) *Minutes from the November 8, 2018 board meeting were approved upon with a motion by Libman and seconded by Gildersleeve. Motion carried unanimously.*
3. Event Report (*Viox*)
  - a. Downtown Art Walk - Subcommittee Update
  - b. Downtown Halloween Walk
    - i. Keep the time it is.
  - c. Light Parade & Tree Lighting Ceremony
    - i. Keep the time it is.
  - d. Small Business Saturday/Black Friday/Etc.
    - i. Make the ads more readable
  - e. Walking In a Window Wonderland & Downtown Cocoa Crawl
    - i. Commemorative mugs
  - f. Ladies' Night & Men's Night
  - g. Downtown Chili Cook Off
  - h. Traverse City Restaurant Week
    - i. Munson Foundation - Round Up Campaign
      1. Is this a dangerous precedent?
      2. Ultimately, this should be an Initiative by Munson and the DTCA can help connect Munson with restaurants
4. Financial & Marketing Report (*Paveglio*)
  - a. Financial Reports *Financial Reports were approved as presented upon motion by Fisher and seconded by Gildersleeve. Motion carried unanimously.*
  - b. Marketing Report
    - i. Website
    - ii. Calendar
    - iii. Social Media & Newsletter Report
5. Committee Report
  - a. Review & Search Committee
    - i. City Attorney Review of Contract

1. Added gift certificates, events, & website to the contract
  2. Made changes to make it a contract without employment components
  3. Termination - joint termination clause
    - a. Recommended that the language in 6c is more reflective of 6b
  4. Cost - 3 year agreement with a 3% increase each year
    - ii. Will be brought back with recommended changes in January
6. President's Report (*Neidorfler*)
- a. Bylaw Review & Subcommittee Creation
    - i. Neidorfler, Fisher, & Libman
    - ii. All other board members can send feedback on bylaws to Neidorfler by January 10th
  - b. Gift Certificate Signing
7. CEO's Report (*Derenzy*)
- a. Lower Boardman
    - i. Smith Group to be selected at next DDA Board meeting to start design of this project
  - b. Parking
    - i. Parking subcommittee created - 1st Thursday of the month at 11am
    - ii. DTCA will be getting minutes from that within the CEO's Report for future months
  - c. Liquor License
    - i. City Commission has identified a license fee
      1. City Commission to have a facilitated discussion with liquor license holders in January in regards to this new fee
  - d. TIF 97
    - i. Joint meeting with City Commission on Jan. 14 to extend the length of duration of TIF 97 for at least 20 years
      1. Streetscapes
      2. Parking Garage
      3. Civic Square
    - ii. DDA will be looking for DTCA motion of support after this joint meeting
    - iii. "TIF 101" at January DTCA meeting
8. Adjourn