

**A REGULAR MEETING**

Of The

**TRAVERSE CITY LIGHT AND POWER BOARD**

Will Be Held On

**TUESDAY, December 28, 2010**

At

**5:15 p.m.**

In The

**COMMISSION CHAMBERS**  
(2<sup>nd</sup> floor, Governmental Center)  
400 Boardman Avenue

Traverse City Light and Power will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon notice to Traverse City Light and Power. Individuals with disabilities requiring auxiliary aids or services should contact the Light and Power Department by writing or calling the following.

Stephanie Tvardek,  
Administrative Assistant  
1131 Hastings Street  
Traverse City, MI 49686  
(231) 932-4543

Traverse City Light and Power  
1131 Hastings Street  
Traverse City, MI 49686  
(231) 922-4940

Posting Date: 12-27-10  
10:00am

## AGENDA

### Pledge of Allegiance

#### 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 the 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. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.*

- a. Consideration of approving minutes of the Regular Meeting of December 14, 2010.

#### 3. Old Business

- a. Consideration of approving Professional Services Agreement with Greenlight Marketing. (Cooper/Wheaton)

#### 4. New Business

- a. Consideration of Asset Inventory and Management Software License Agreements. (Rice/LaCross)
- b. Consideration of a Collection Agency Agreement. (Arends/Myers-Beman)

#### 5. Reports and Communications

- a. From Legal Counsel:

None as of December 23, 2010

- b. From Staff:

1. Verbal update re: East Side Transmission Project webpage. (Wheaton)
2. Verbal update re: Peak Load Management. (Rice/Abraitis)

- c. From Board:

None as of December 23, 2010

#### 6. Public Comment

/st

**TRAVERSE CITY  
LIGHT AND POWER BOARD**

Minutes of Regular Meeting  
Held at 5:15 p.m., Commission Chambers, Governmental Center  
Tuesday, December 14, 2010

**Board Members -**

Present: Mike Coco, Linda Johnson, John Snodgrass, John Taylor, Ralph Soffredine, Jim Carruthers

Absent: John Welch

**Ex Officio Member -**

Present: R. Ben Bifoss

**Others:** Ed Rice, Tim Arends, Stephanie Tvardek, Jim Cooper, Karen Feahr, Jessica Wheaton, Nick Abraitis, Glen Dine

The meeting was called to order at 5:15 p.m. by Chairman Coco.

Chairman Coco amended the agenda to add an announcement from Mayor Chris Bzdok prior to the Consent Calendar. Due to time constraints, Chairman Coco announced agenda item 3(A) would be moved to immediately following Public comment and the meeting may be called to recess and moved to another location.

Recognition from Mayor Chris Bzdok for Light and Power Board's service and achievements over the past year.

**Item 2 on the Agenda being Consent Calendar**

Moved by Soffredine, seconded by Johnson, that the following actions, as recommended on the Consent Calendar portion of the Agenda, be approved:

- A. Minutes of the Regular Meeting of November 23, 2010 be approved.

CARRIED unanimously. (Welch absent)

**Item 3 on the Agenda being Old Business**

**3(A).**

Consideration of approving Professional Services Agreement with Greenlight Marketing removed from the agenda to be discussed at a future Board meeting.

**Item 4 on the Agenda being New Business**

**4(A).**

Moved by Johnson, seconded by Soffredine that the Light & Power Board authorizes the disbursement of \$19,230, representing 100% of the annual revenues for non-payment shut-off notice tagging fees, to the Father Fred Foundation, Love I.N.C., The Salvation Army and Northwest Human Services Agency to be used in the best interests of area citizens in need.

Roll Call:

Yes – Snodgrass, Soffredine, Taylor, Johnson, Coco

No – Carruthers

CARRIED.

**4(B).**

Moved by Soffredine, seconded by Taylor, that in the best interest of the Light & Power Ratepayers, and to remove any uncertainty regarding the termination of the Power Pool Agreement between MPPA and Traverse City Light & Power, the Board approve and enter into the Mutual Power Pool Termination Letter Agreement between Traverse City Light & Power and MPPA.

CARRIED unanimously.

**4(C).**

Discussion re: Feed-In Tarrifs. Tom Karas, 8801 Section Line Road, Michigan Energy Alternatives Project.

No Action Taken by the Board.

Member Snodgrass left at 6:05 p.m.

**4(D).**

Discussion re: Feed-In Tarriffs. Jim MacInnes, 4751 Arbutus Lane, Beulah, Chairman/CEO/Co-Owner of Crystal Mtn. Resort, and Stanley “Skip” Pruss, St. Johns, MI.

No Action Taken by the Board.

**Item 5 on the Agenda being Reports and Communications**

A. From Legal Counsel.

B. From Staff.

1. Update re: TCL&P Feed-In Tarriff analysis. (Rice)

Chairman Coco called a 10 minute recess at 7:15 p.m.

Chairman Coco called the meeting to order at 7:25 p.m.

The following individuals addressed the Board:

-Ted Curin, 800 Cottageview Dr., Ratepayer

-Christopher Adieu, 2745 Green Meadows Dr., Non-Ratepayer, spoke in support of FITs

-Hans Voss, 727 Washington St., Executive Director MLUI, Ratepayer, spoke in support of FITs

-Chris Evans, 2343 Bush Rd., Bellaire, Non-Ratepayer

-Robert Brownell, 7848 Maple St., Central Lake, Non-Ratepayer

- Mike Wells, 9490 Elk Lake Rd., Non-Ratepayer, spoke in support of FITs
- Phyllis Wells, 9490 Elk Lake Rd., Non-Ratepayer, spoke in support of FITs
- Matt Vadja, 3283 Wimple Rd., Non-Ratepayer, spoke in support of FITs
- Jim Dulzo, 556 Case Rd., Beulah, Non-Ratepayer, spoke in support of FITs
- Rob Franzo, 1423 Newcomb St., Ratepayer, spoke in support of FITs
- Heather Miller, 7930 W. Elder, Alden, Non-Ratepayer, spoke in support of FITs
- Tim Werner, 608 W. 7<sup>th</sup> St., Ratepayer, spoke in support of FITs
- Randy Smith, 6222 Bunker Hill Rd., Williamsburg, Non-Ratepayer, spoke in support of FITs
- Jim Barnes, 130 Hall St., Ratepayer, spoke in support of FITs
- Jeff Straton, 2360 W. Carriage Hill Dr., Non-Ratepayer

2. Ed Rice spoke re: East Side Transmission Project.
3. Ed Rice spoke re: the MPPA meeting.
4. Ed Rice spoke re: scheduling 2011 Strategic Planning.

C. From Board.

1. Chairman Coco spoke re: the Regional Energy Expo.

**Item 6 on the Agenda being Public Comment**

No one from the public commented.

There being no objection, Chairman Coco declared the meeting adjourned at 8:26 p.m.

/st

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Edward E. Rice, Secretary  
LIGHT AND POWER BOARD



**TRAVERSE CITY  
LIGHT & POWER**

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**To:** Light & Power Board  
**From:** Jessica Wheaton, Marketing & Community Relations Coordinator  
**Date:** December 7, 2010  
**Subject:** Communications Firm

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Traverse City Light & Power (L&P) has contracted with Knorr Marketing for marketing services since 2004 and they have overall done an outstanding job for L&P. With the addition of the Marketing & Community Relations Coordinator position, staff felt it was time to evaluate other communications firms in the Traverse City area because of the new role the communications firm will play as L&P transitions from marketing to a customer communications agenda.

Currently, all press releases, bill inserts and media relations communications originate in-house. L&P needs a communications firm to provide creative development, i.e. graphic design, creative messaging, social media, website design and any media production (paper/radio/television).

As L&P moved forward with the development of the RFP and selection of local communications firms, Jennifer Hutchinson was brought into the process to provide expert guidance. Jennifer has 20 years experience developing communications plans, marketing strategies, and counseling senior managers on communications/business strategy. She is currently working with the Grand Vision as the Civic Engagement Coordinator.

In August 2010, a Request for Proposal/Qualifications (RFP) was sent to seven local communications firms (see Attachment 1). The RFP requested that interested firms notify L&P staff that they would be submitting a proposal. The purpose of the notification was so Jim Cooper, Manager of Communications & Energy Services, and Jessica Wheaton, Marketing & Community Relations Coordinator, could meet each firm in person prior to the submittal of their proposal. Jim and Jessica met with the four firms and felt this was important to get a feel for the office staff and their working environment.

Proposals were received from Knorr Marketing, CML Marketing Communications, Lawton Gallagher Group and Greenlight Marketing. After reviewing the four proposals Jim and Jessica needed additional information before deciding on a communications firm to recommend. In September, a new RFP was sent out to the four firms requesting each firm to develop a 100<sup>th</sup> Anniversary Campaign Plan (see Attachment 2). This was an opportunity for each firm to provide specific examples of their creative ability.

In October, Ed Rice, Jim Cooper, Jessica Wheaton and Jennifer Hutchinson held interviews with all four firms. Each firm presented its 100<sup>th</sup> Anniversary Campaign Plan and was then questioned regarding both proposals. L&P staff used a weighted scoring guide to evaluate each firm (see Attachment 3). Greenlight Marketing scored the highest.

The hourly costs for the four firms are as follows: Greenlight Marketing \$90/hr, Lawton Gallagher Group \$95/hr, Knorr Marketing \$100/hr and CML Marketing Communications \$100/hr.

After meeting with all four firms and reviewing the results of the scoring guides, it became clear that both Greenlight Marketing and Lawton Gallagher Group possessed skills that could benefit L&P.

Greenlight Marketing has received many awards for their creative development work at both the local and national levels and has experience working in the utility field. They worked with San Antonio Water System for seven years where they oversaw and developed creative advertising. A majority of their messaging was focused on water conservation. Locally they are working with Heritage Sustainable Energy to promote wind generation and have developed a variety of marketing materials and Heritage's website. They are also working with Goodwill Industries creating awareness and promoting the many outreach opportunities Goodwill has throughout the year. Greenlight also developed the 5K Run/Walk for Shelter and continues to coordinate and promote the annual event. Coincidentally, Greenlight provided the lowest cost of the four respondents.

Greenlight's main duties would be to recreate the L&P website, design bi-monthly bill inserts, develop educational material for P.A. 295, develop and produce any media production requests and begin to look at a 100<sup>th</sup> Anniversary Plan.

Lawton Gallagher Group is well versed in the public relations realm and is involved in many community groups and activities. They possess an accurate feel for what the community wants and needs on many levels. The Principals of Lawton Gallagher Group have over twenty-two years experience in northern Michigan media relations. They worked with Second Chance Body Armor handling their multi-media relations, crisis communications and public affairs. Grand Traverse County Commission on Aging is a six year client and they handle media relations, strategic planning and community awareness campaigns.

Lawton Gallagher Group would be contracted with on a project by project basis to provide project specific strategic communications plans.

It is staff's recommendation that L&P contract with Greenlight Marketing for communication services. If the board agrees, the following motion would be appropriate:

**MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_, THAT THE LIGHT AND POWER BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GREENLIGHT MARKETING AT THE HOURLY RATES AS IDENTIFIED IN THE AGREEMENT.**



August 9, 2010

### REQUEST FOR PROPOSAL

Traverse City Light & Power is seeking a consultant or consultants to assist in the marketing and public relations for the organization.

*Traverse City Light & Power is a community-owned, community-focused municipal utility that is dedicated to "Investing Our Energy In You" through our generation capacity that provides reliable power to residential, commercial and industrial customers. Light & Power offers energy at low rates in the region to over 10,000 customers in Traverse City, and parts of Blair, East Bay, Elmwood, Garfield, Peninsula and Paradise townships.*

**The Vision of TCL&P is "to enhance the local quality of life by securing our energy future."**

### SCOPE OF WORK

The consultant will be asked to develop and implement a comprehensive communications and public relations program that *includes* publicity, community relations, reputation management, image advertising and direct marketing. This plan will need to identify ways to leverage the newsworthiness and potential of this 100 Year TCL&P Anniversary (1912-2012) into a long term campaign that celebrates the rich history of TCL&P. The campaign launched should focus on the celebration of the 100 years of service as part of this community.

### SUMMARY OF DUTIES

1. In partnership with the TCL&P staff, develop a targeted one year strategic communications plan that includes audience breakdown, key messaging, timeline, budget, deliverables and tracking and evaluation measures.
2. Oversee creative development and production of all media types (TV, print, radio, Internet) to promote TCL&P images, products, services and programs.
3. Work with the staff and vendor to redesign TCL&P website.
4. Develop a social media strategy and provide training for staff.
5. Plan and coordinate the recommended special events.
6. Identify and recommend ongoing opportunities to increase brand exposure.
7. Develop and implement public relations campaign. Develop, maintain, and expand distribution, communications, and public relations relationships.
8. Conduct media placement services including budget development, schedule, placement and tracking.
9. Implement the media relations program including press release writing and distribution, cultivation of media members, arranging interviews and assisting TCL&P staff with media responses.
10. Access, conduct, analyze and use research to help gauge community opinion and guide marketing communication decisions.
11. Provide a monthly performance report summarizing activities performed, marketing/media impact, highlights and deliverables achieved for presentation to TCL&P staff and Board.
12. Provide crisis communication strategies and counsel.





### **DESIRED QUALIFICATIONS**

Respondents will be qualified based on demonstrated experience and competence in the following areas:

1. Working knowledge and understanding of municipal electric utilities.
2. Understanding of current community attitudes and trends with respect to its municipal electric utility.
3. Ability to manage programs and projects, meet deadlines and complete projects within budget.
4. Proven ability to collaborate with communications team to provide proven results.

### **HOW TO SUBMIT A PROPOSAL**

Interested applicants should submit the following no later than Thursday, August 26, 2010 at 4:00 p.m. to: Jessica Wheaton, Marketing and Community Relations Coordinator, Traverse City Light & Power. 1131 Hastings Street, Traverse City, MI 49686. *Interested applicants must also indicate via email whether the company will be submitting a proposal for review by Friday, August 13, 2010 at 4:00 p.m.*

Statements of qualifications must include:

1. A description of your qualifications (or the qualifications of the team of consultants) and how the tasks described above would be carried out.
2. General overview: name and address of organization and principles, years in business, philosophy, operating approach.
3. General Capabilities: marketing, branding, public relations, media relations, design development, web experience, event planning.
4. Resumes of consultants used.
5. Sample list of past and present clients with project descriptions.
6. Example of specific work with a public utility.
7. Name and contact information of three clients from the past 18 months that we can use as references.
8. Schedule of hourly fees by function. Monthly budget will be negotiated with the contract.

A selection committee will select a list of qualified firms and hold interviews with finalists the week of September 6, 2010.

Selection will be made and engagement begin on September 20, 2010 and will run through September 19, 2011.

All questions should be submitted via email to Jessica Wheaton at [jwheaton@tclp.org](mailto:jwheaton@tclp.org).



TRAVERSE CITY  
LIGHT & POWER

Investing Our Energy In You

September 2, 2010

Chuck Lombardo  
CML Marketing Communications  
P.O. Box 2228  
Traverse City, MI 49685

Re: Request for Proposal dated August 9, 2010

Dear Chuck,

Thank you for responding to the Traverse City Light & Power (TCL&P) Request for Proposal dated August 9, 2010. As I reviewed all the proposals I found that every one of the submissions were from qualified marketing firms which show a high level of community interaction and leadership. After reviewing each proposal many times I found that I was unable to make a final decision based on the information that was presented. I have been charged with the responsibility to choose the best firm to move TCL&P forward in the community and feel that I need more specific examples before a decision can be made.

TCL&P will be celebrating its 100<sup>th</sup> anniversary in September 2012 and I view this as a great opportunity to promote TCL&P and its rich history. I am requesting that CML Marketing Communications develop a 100<sup>th</sup> Anniversary Campaign Plan to celebrate this century of service to our community. I do realize that this request is beyond the scope of a normal RFP but feel that TCL&P is not your typical client. The 100<sup>th</sup> Anniversary Campaign Plan should specifically address, but not limited to, the following:

1. Overall theme of anniversary.
2. Time period.
3. Possible community events.
4. Possible sponsorships and collaborations.
5. Possible promotional materials with examples of what would be produced.

The proposed budget for the celebration is \$100,000-\$125,000. If you believe that more or less money is needed to effectively celebrate this historical landmark please provide the reasoning within your plan.

As I reviewed CML Marketing Communications' initial proposal I was able to see what your firm has been able to do for others, but now I want to see what specifically you can do for TCL&P.

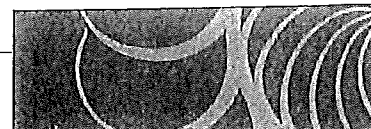
Please submit two hard copies of your proposed 100<sup>th</sup> Anniversary Campaign Plan no later than Thursday, September 23, 2010 by 4:00 p.m. Selected firms will be asked to present proposals the week of October 4, 2010.

Selection will be made and engagement begin on October 18, 2010.

Thank you for all of your efforts thus far and I look forward to what CML Marketing Communications creates in order to separate your firm from all the rest.

Best Regards,

Jessica Wheaton  
Marketing & Community Relations Coordinator



| <b>Traverse City Light &amp; Power</b><br>Evaluation Criteria for Communications Consultant<br>Importance Value<br>Scale is 1-10 with 1 being extremely unimportant and 10<br>extremely important | Importance Value | Greenlight Marketing | (Weighted) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|------------|
| <b><u>Professional Requirements</u></b>                                                                                                                                                           |                  |                      |            |
| Working Knowledge and understanding of Municipal Electric Utilities                                                                                                                               | 10               | 8                    | 80         |
| Understanding of current community attitudes and trends with respect to municipal electric utilities                                                                                              | 10               | 8                    | 80         |
| Case study examples of ability to manage programs and projects, meet deadlines and complete project within budget                                                                                 | 10               | 9                    | 90         |
| Examples of strategic analysis and planning                                                                                                                                                       | 8                | 8                    | 64         |
| Examples of collaboration with other vendors to provide proven results                                                                                                                            | 10               | 10                   | 100        |
| Ability to analyze/recommend/budget paid media                                                                                                                                                    | 10               | 10                   | 100        |
| Expertise in conducting market research                                                                                                                                                           | 8                | 7                    | 56         |
| Experience conducting community events                                                                                                                                                            | 8                | 9                    | 72         |
| Creative Portfolio                                                                                                                                                                                | 10               | 10                   | 100        |
| Relationship with the business community                                                                                                                                                          | 10               | 8                    | 80         |
| <b>Totals</b>                                                                                                                                                                                     |                  | <b>87</b>            | <b>822</b> |

**TRAVERSE CITY LIGHT AND POWER DEPARTMENT  
CONSULTANT AGREEMENT**

THIS AGREEMENT made this 28th day of December, 2010, by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT, a Michigan municipal electric utility, whose address is 1131 Hastings, Traverse City, Michigan 49686 (TCL&P) and GREENLIGHT MARKETING, whose address is 114 E. Front Street, Suite 201, Traverse City, Michigan 49684 (the Consultant);

WITNESSETH:

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

WHEREAS, Consultant wishes to furnish such technical and professional service to TCL&P and has represented that Consultant have the education, expertise, and capability to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant shall provide services in accordance with and as set forth in Schedule A, Scope of Services,
2. Compensation and Method of Payment. TCL&P shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the rates described in Schedule B, Rates of Services.
3. Period of Performance. The services to be rendered under this Agreement shall commence on December 28, 2010, and be automatically renewed for four (4) consecutive years.
4. Independent Contractor. The relationship of the Consultant to TCL&P is that of an independent contractor and in accordance therewith, Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of TCL&P 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 workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Consultant to be a joint endeavor.
5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

6. Indemnity. Consultant shall defend, indemnify and hold harmless TCL&P, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses of Consultant resulting or arising out of or in connection with the performance of any work relating to this contract. This indemnification shall not be limited by any policy of insurance.

7. Insurance. Consultant shall acquire and maintain comprehensive general liability insurance coverage which covers the scope of the work. The "Traverse City Light & Power Department" shall be added as an additional insured on such policy. The maximum coverage shall be not less than \$500,000 and the maximum deductible shall be not more than \$1,000. A certificate of insurance and the insurance policy shall promptly be given to TCL&P upon request.

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

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

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

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

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

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

14. Interest of Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultants services and duties hereunder. The Consultant further covenants that in the performance of the Agreement, no person having any

such interest shall be employed.

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

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

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

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

19. Termination. This agreement may be terminated for any reason by either party upon giving thirty (30) days written notice to the other. If such notice is given to Consultant, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to Consultant. Otherwise, there shall be no further liability to TCL&P.

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

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

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

- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (c) Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

22. No Joint Venture or Partnership. This Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within this Agreement.

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

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

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

TRAVERSE CITY LIGHT AND POWER

GREENLIGHT MARKETING

BY: \_\_\_\_\_  
Edward E. Rice  
Executive Director

BY: \_\_\_\_\_  
Karl Bastian  
Principal

The form of this Agreement has been pre-approved by:  
W. Peter Doren  
Sondee, Racine & Doren, PLC  
Traverse City Light and Power  
General Counsel

**SCHEDULE A**  
**SCOPE OF SERVICES**

1. In partnership with the TCL&P staff, develop a targeted one year communications plan that includes audience breakdown, key messaging, timeline, budget, deliverables and tracking and evaluation measures.
2. Oversee creative development and production of all media types (TV, print, radio, Internet) to promote TCL&P images, products, services and programs.
3. Work with the staff and vendor to redesign TCL&P website.
4. Develop a social media strategy and provide training for staff.
5. Plan and coordinate the recommended special events.
6. Identify and recommend ongoing opportunities to increase brand exposure.
7. Develop and implement public relations campaign. Develop, maintain, and expand distribution, communications, and public relations relationships.
8. Conduct media placement services including budget development, schedule, placement and tracking.
9. Implement the media relations program including press release writing and distribution, cultivation of media members, arranging interviews and assisting TCL&P staff with media responses.
10. Access, conduct, analyze and use research to help gauge community opinion and guide communication decisions.
11. Provide crisis communication strategies and counsel.

The above items are not an all-inclusive list of duties. Other duties can be assigned as needed.



**SCHEDULE B  
RATES OF SERVICES**

Creative: \$90 per hour

Includes Art Direction, Concept Development, Copywriting, Graphic Design, Photo Research, Pre-production, Press Check, Broadcast Brand/Strategic

Planning: \$90 per hour

Includes Research, Strategic Planning, Tactics, Media Research, Media Planning, Media Buying

Project Management: \$90 per hour

Includes Budget Management, Client Communications, Proofreading, Project Overseeing, Vendor Communications

Public Relations: \$90 per hour

Concept Development, Copy Writing, Media Relations, Research

Outside Services: +15%

Broadcast Media, Out-Of-Home Media, Photography, Web Media, Print Media, Printing



**TRAVERSE CITY  
LIGHT & POWER**

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**To:** Light and Power Board  
**From:** Larry LaCross, Engineering Analyst  
**Date:** December 19, 2010  
**Subject:** Asset Inventory and Management Software License Agreements

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Traverse City Light & Power (TCLP) staff recommends that TCLP enter into a Small Municipal and County Enterprise License Agreement (ELA) with Environmental Systems Research Institute, Inc. (ESRI).

TCLP and the City of Traverse City utilize ESRI software for all Geographic Information Systems (GIS) management, map production, work order tracking, and is also the substructure to TCLP's Outage Management System. The GIS databases contain asset inventories for the electric transmission system, electric distribution system, and fiber optic network. Planned future uses of GIS include tracking locations of tree trimming, utility easements, and thermography.

The implementation of GIS has been a great success, but there are areas of concern. The City and TCLP currently lease software and hardware from Grand Traverse County for storing the sole GIS database. Currently, TCLP and the City do not own the software or hardware necessary to provide the data storage. Currently, if software at the County shuts down, TCLP's and the City's data is not available at TCLP and the GIS software along with the work order management system does not function. It is also important to store redundant data in multiple locations for emergency management purposes.

The City and TCLP have limited licenses (seats) for ESRI that do not provide for an increase in the number of users. Using the software has become a necessity to work efficiently, track jobs, organize workflow, and respond to customers' needs in a timely manner.

Entering into an ESRI ELA will provide a solution to our concerns regarding software needed to store TCLP's data on-site with full administrative rights and will open doors for innovative solutions by providing for unlimited software licenses, and meet the needs associated with the increased number of users within all City and TCLP departments. The ESRI ELA will also give TCLP the ability to function independently without the need to be connected to the County.

The cost for ESRI Small Municipal and County ELA is \$25,000 per year. The City has agreed to provide TCLP \$7,000 per year to share in expenses, thus TCLP's annual cost would be \$18,000 for an ELA. Along with the ELA, there will be an approximate \$20,000 one-time cost for hardware. This equipment will be fully owned by TCLP and will exist in a secure location.

If the Board is in agreement with staff's recommendations to enter into an ELA with ESRI the following motion is appropriate:

**MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_,  
THAT THE BOARD AUTHORIZES THE CHAIRMAN AND SECRETARY TO  
EXECUTE A THREE YEAR AGREEMENT WITH ESRI IN THE AMOUNT OF  
\$ 75,000, FOR AN ENTERPRISE LICENSE, SUBJECT TO APPROVAL AS  
TO SUBSTANCE BY THE EXECUTIVE DIRECTOR, AND APPROVAL AS TO  
FORM BY GENERAL COUNSEL.**

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# Memorandum

The City of Traverse City



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TO: Ed Rice, Executive Director

FROM: Karla Myers-Beman, Deputy Treasurer

DATE: November 30, 2010

SUBJECT: COLLECTION AGENCY AGREEMENT

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In early September the Treasurer's office submitted requests for proposals for collection agency services. The proposals were e-mailed/mailed to eight agencies and advertised on the City's website and in the Traverse City Record Eagle. Two proposals were received one from C.A.R.M. (Cadillac Area Receivables Management) and the other from T-2 System, which only handles parking tickets.

While the Treasurer's office has a full-time collections employee funded by the electric, water and sewer funds, a majority of his time is spent managing collections for active customer accounts, i.e. payment arrangements, non-payment disconnects, agency referrals, etc. The Treasurer's office believes that utilizing the services of a collection agency for "stale" non-active customer accounts that have not paid their final bills is the most economical method of achieving collection of amounts due the City and Light & Power.

The Treasurer's Office is recommending approval to enter into a contract with C.A.R.M. to assist in the collection activities of the delinquent utility and other receivables. Some added benefits of entering into an agreement with a collection agency are the following resources, which the City does not have:

1. They have two separate services, the National Change of Address and the US Postal Service, which they can utilize as a resource to find new addresses.
2. They utilize three resources to find debtors, CBC Innovis, Accurant Search by Lexis Nexis and Experian Credit Report.
3. They have an automatic letter system and voice integrated system they use to contact the debtor for collections.
4. On a monthly basis, they report delinquent receivables on the debtor's credit report.

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# Memorandum

The City of Traverse City



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The following is their proposed fee schedule:

|                                                          |     |
|----------------------------------------------------------|-----|
| Full collection commission                               | 28% |
| Any collection account, regardless of age                | 28% |
| Small balance accounts below \$25                        | 28% |
| Accounts requiring skip tracing                          | 30% |
| Legal action accounts, client authorization required     | 40% |
| Accounts will be credit reported at no additional charge |     |

Term of the agreement will be three years with two one-year automatic renewals periods.

If this is acceptable to you, please place this on the next Board meeting agenda for their consideration. If the Board is in agreement with this recommendation, the following motion would be appropriate:

MOVED BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_,

THAT THE BOARD AUTHORIZE THE CHAIRMAN AND SECRETARY TO EXECUTE AN AGREEMENT WITH CADILLAC AREA RECEIVABLES MANAGEMENT FOR COLLECTION AGENCY SERVICES, SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND AS TO FORM BY THE CITY'S ATTORNEY.