

MEETING NOTICE

A SPECIAL MEETING

Of The

TRAVERSE CITY LIGHT AND POWER BOARD

Will Be Held On

TUESDAY, June 30, 2015

At

5:15 p.m.

In The

COMMISSION CHAMBERS
(2nd 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: 06-26-15
4:00 p.m.

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 June 9, 2015. (Approval recommended) (p. 4)
- b. Consideration of approving an amended Freedom of Information Act Policy. (Approval recommended) (Myers-Beman) (p. 8)
- c. Consideration of authorizing a Settlement Agreement between TCL&P and GRP Engineering, Inc. (Approval recommended) (Arends) (p. 29)
- d. Appointment of Michigan Public Power Agency Commissioner and Alternates. (Approval recommended) (Arends) (p. 42)
- e. Consideration of the withdrawal of Municipal Competitive Trust Funds. (Approval recommended) (Arends) (p. 43)
- f. Consideration of authorizing a purchase order to Sauber Manufacturing in the amount of \$60,906 for a reel turret trailer. (Approval recommended) (Solak) (p. 45)
- g. Consideration of authorizing a purchase order to Power Line Supply in the amount of \$43,200 for underground cable for the Pine Street – Overhead to Underground Conversion, Hickory Hills and Cowell Family Cancer Center Projects. (Approval recommended) (Arends) (p. 47)
- h. Consideration of authorizing a purchase order to RESCO in the amount of \$32,725 for transformers for the Hickory Hills Project. (Approval recommended) (Arends) (p. 49)
- i. Consideration of authorizing three purchase orders to Power Line Supply in the combined amount of \$119,674.21 for electrical material for the Pine Street – Overhead to Underground Conversion, Hickory Hills and Cowell Family Cancer Center Projects. (Approval recommended) (Arends) (p. 50)
- j. Consideration of authorizing two purchase orders to All-Phase Electric in the combined amount of \$43,360.71 for conduit material for the Pine Street – Overhead to Underground Conversion Project. (Approval recommended) (Arends) (p. 55)

- k. Consideration of authorizing a purchase order to Irby Utilities in the amount of \$87,000 for switchgear equipment for the Pine Street – Overhead to Underground Conversion Project. (Approval recommended) (Arends) (p. 59)

Items Removed from the Consent Calendar

- a.
- b.

3. Unfinished Business

None.

4. New Business

- a. Consideration of authorizing funding for the Traverse City Public Pier Project. (Arends/City Planning) (p. 61)
- b. Consideration of authorizing a purchase order to the City of Traverse City in the amount of \$226,040.25 for the Pine Street Pedestrian Way. (Arends) (p. 65)
- c. Consideration of authorizing a Tree Trimming Services Agreement for tree trimming for the West Side Transmission Line Project. (Arends) (p. 76)
- d. Consideration of a revised organizational chart and job description for the Light & Power Department. (Schroeder) (p. 79)
- e. Consideration of approving an updated wage scale. (Schroeder) (p. 84)
- f. 2015 Biennial filing for the Renewable Energy Plan. (Wheaton) (p. 120)
Public comment will be accepted on the 2015 Renewable Energy Biennial filing.

5. Appointments

None.

6. Reports and Communications

- a. From Legal Counsel.
- b. From Staff.
 - 1. Community Solar Phase II update. (Wheaton) (p. 131)
- c. From Board.

7. Public Comment

/st

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Regular Meeting
Held at 5:15 p.m., Commission Chambers, Governmental Center
Tuesday, June 9, 2015

Board Members -

Present: Barbara Budros, Jim Carruthers, Pat McGuire, Jeff Palisin, Bob Spence,
Jan Geht, John Taylor

Ex Officio Member -

Present: Penny Hill, Acting City Manager

Others: Tim Arends, W. Peter Doren, Scott Menhart, Karla Myers-Beman, Kelli
Schroeder, Stephanie Tvardek, Jessica Wheaton, Blake Wilson

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

5:18 p.m. Bob Spence joined the meeting.

Item 2 on the Agenda being Consent Calendar

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

- a. Minutes of the Regular Meeting of May 26, 2015.
- b. Receive and file minutes of the Human Resources Ad Hoc Committee Meeting of May
22, 2015.
- c. 2015-2016 Insurance Renewal.

CARRIED unanimously.

Items Removed from the Consent Calendar

None.

Item 3 on the Agenda being Unfinished Business

- a. Pine Street – Overhead to Underground Conversion Project expanded re-authorization.

The following individuals addressed the Board:

Tim Arends, Executive Director
Blake Wilson, System Engineer

Moved by Spence, seconded by Palisin, that the Light & Power Board re-authorizes the Pine
Street – Overhead to Underground Conversion Project as presented.

Roll Call:

Yes – Budros, Carruthers, Palisin, Spence, Taylor

No – McGuire, Geht

CARRIED.

Item 4 on the Agenda being New Business

Bob Spence announced he would recuse himself from all discussions and the vote regarding item 4a.

- a. Consideration of awarding a bid for Hastings Street Storage Facility.

The following individuals addressed the Board:

Tim Arends, Executive Director
Bob Sommerville, AAI, Inc.

Moved by Palisin, seconded by Budros, that the Board authorizes the Chairman and Secretary to execute a construction agreement in the amount of \$411,607 with Grand Traverse Construction for the Hastings Street Storage Facility; subject to approval as to substance by the Executive Director and to form by General Counsel. Further, authorizing the Executive Director to execute work orders for services and administer amendments and change orders that are in the best interests of the Light and Power Department.

The following individuals from the public addressed the Board:

Ben Eckler, Eckler Building Solutions, 9970 E. Pickwick Court, Non-Ratepayer

CARRIED unanimously. (Spence abstained)

- b. Consideration of authorizing a construction agreement for Pine Street – Overhead to Underground Conversion Project conduit installation.

The following individuals addressed the Board:

Tim Arends, Executive Director
W. Peter Doren, General Counsel
Penny Hill, Acting City Manager

Moved by Budros, seconded by Geht, that the Board authorizes the Chairman and Secretary to execute a construction agreement in the amount of \$257,744.75 with Severance Electric for the Union Street conduit installation; subject to approval as to substance by the Executive Director and to form by General Counsel. Further, authorizing the Executive Director to execute work orders for services and administer amendments and change orders that are in the best interests of the Light and Power Department.

CARRIED unanimously.

- c. Consideration of authorizing a construction agreement for Pine Street – Overhead to Underground Conversion Project electrical cable and equipment installation.

The following individuals addressed the Board:

Tim Arends, Executive Director

Moved by Spence, seconded by Budros, that the Board authorizes the Chairman and Secretary to execute a construction agreement in the amount of \$499,479.34 with Kent Power for the Pine Street – Overhead to Underground Conversion – electrical cable and equipment installation; subject to approval as to substance by the Executive Director and to form by General Counsel. Further, authorizing the Executive Director to execute work orders for services and administer amendments and change orders that are in the best interests of the Light and Power Department.

CARRIED unanimously.

- d. Consideration of authorizing a purchase order to Power Line Supply in the amount of \$407,928 for underground cable for the Pine Street – Overhead to Underground Conversion Project.

The following individuals addressed the Board:

Tim Arends, Executive Director

Moved by Budros, seconded by Palisin, that the Board authorizes the Executive Director to issue a purchase order to Power Line Supply in the amount of \$407,928 more or less for underground cable for the Pine Street – Overhead to Underground Conversion Project.

CARRIED unanimously.

- e. Consideration of a periodic personnel evaluation of Tim Arends, Executive Director.

The following individuals addressed the Board:

Penny Hill, Acting City Manager
W. Peter Doren, General Counsel

Moved by Geht, seconded by McGuire, to approve the June 9, 2015 Executive Director Agreement – 2015 containing the recommendations of the Human Resources Committee.

Roll Call:

Yes – Budros, McGuire, Palisin, Spence, Geht, Taylor

No – Carruthers

CARRIED.

Item 5 on the Agenda being Appointments

None.

Item 6 on the Agenda being Reports and Communications

- a. From Legal Counsel.

None.

- b. From Staff.

1. Tim Arends announced the RP3 designation awarded to TCL&P.

2. Jessica Wheaton discussed the details of adding solar to the Hastings Street Storage Facility.

The following individuals addressed the Board:

Tim Arends, Executive Director
Karla Myers-Beman, Controller

3. Karla Myers-Beman presented the third quarter financials.

The following individuals addressed the Board:

Tim Arends, Executive Director

c. From Board.

1. John Taylor announced the cancelation of the June 23, 2015 Regular Meeting, the scheduling of a Special Meeting on June 30, 2015, and the cancelation of the July 14, 2015 Regular Meeting.

Item 7 on the Agenda being Public Comment

No one from the public commented.

There being no objection, Chairman Taylor declared the meeting adjourned at 6:46 p.m.

/st

Tim Arends, Secretary
LIGHT AND POWER BOARD



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Karla Myers-Beman, Controller *KMB*
Date: June 22, 2015
Subject: FOIA Policy Modifications

The Freedom of Information Act ("FOIA"), Public Act 442 of 1976 was amended with an effective date of July 1, 2015. The key changes to the Act are as follows:

1. The utility is required to publish on TCL&P's website a summary of FOIA practices in responding to FOIA requests (a copy is attached).
2. If records requested are available on TCL&P's website, staff is required to advise the requestor of that and confirm if they still wish to have a copy produced for them.
3. Uniform copying costs across the State of Michigan.
4. Allows the utility to charge a deposit of 100% of the estimated processing fee before beginning to process the requested, when the utility had not been paid for prior FOIA fees within the past year by the requestor, provided certain circumstances exist (see Section 7 of the proposed policy changes for full details).
5. The utility's fees under FOIA must be reduced by 5% each day the utility exceeds the allowable time for response, with a maximum of 50% fee reduction, if the written request includes the words, characters or abbreviations for "Freedom of Information", "Information", "FOIA", "Copy" or a recognizable misspelling.
6. Allow for appeal of charges under FOIA.
7. Increase penalties to the utility for willful and intentional violation or for acting in bad faith.
8. Allows FOIA requestors to require that the public body provide records on non-paper physical media, by e-mail, or otherwise electronically provided, so long as the public body has the technological capability necessary to provide records on the particular media stipulated by the requestor.
9. Allows the utility to charge for contractual services required to perform separation and deletion of exempt information from nonexempt information if the public body does not employ a person capable of such activity. The utility cannot charge more than six times the state minimum hourly wage rate for such contractual services.

TCL&P used the City's amended FOIA Policy and related documents that were prepared by the City Clerk and City Attorney's as a base to modify the utility's to have consistency between the two entities. The related documents include Affidavit of Indigence, FOIA Request Form, FOIA Request Itemized Cost Worksheet, FOIA Request Letter and Public Summary of FOIA Procedures and Guidelines. All of the documents are included for your review.

The changes provided align the TCL&P's policy to be in compliance with Michigan's law which goes into effect July 1.

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

Staff recommends approval of the amended FOIA Policy and adoption of the related documents. This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff's recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____, THAT THE

BOARD ADOPTS THE AMMENDED FOIA POLICY AND RELATED DOCUMENTS.

Light and Power Department
City of Traverse City, MI
Adopted: February 14, 2006
Amended: April 8, 2008
Amended: _____

FREEDOM OF INFORMATION ACT POLICY

1. Purpose:

It is the intent of this Policy to provide clear-cut procedures for citizens and TCL&P officials in disclosing public records. The intent of this Policy is to comply in all respects with the Freedom of Information Act (FOIA), but in the unintended event of a conflict, the FOIA shall control and be deemed part of this Policy.

2. FOIA Coordinator:

The ~~Executive Director~~Controller is hereby designated and delegated duties as the FOIA Coordinator. With the exception of Section 4 of this Policy, all TCL&P officials and employees receiving document disclosure inquiries shall immediately transfer them to the FOIA Coordinator. All written requests for public records shall be forwarded to the FOIA Coordinator to keep for no less than once year.

3. Procedure:

With the exception of information requested described in Section 4 of this Policy, all responses to requests for information under the FOIA shall be forwarded to and reviewed by the FOIA Coordinator prior to granting the request according to the following procedure:

- A. Requests to review and for copies of records under the FOIA shall be in writing.
- B. The request shall be date-stamped by the receiving department.
- C. The request shall immediately be forwarded to the FOIA Coordinator.
- D. The FOIA Coordinator shall distribute the request to all applicable departments, who shall return the information to the FOIA Coordinator.
- E. The FOIA Coordinator shall prepare the response, with review by the TCL&P Attorney when appropriate.

4. Routine Information:

Requests for information from departments shall be handled by that department if the request is not submitted as a FOIA request verbal and/or the requester withdraws their request as a FOIA request and written FOIA requests of a more routine nature:

- (1) The request is for records that are routinely provided to the public by that department;
- (2) The records are readily available; or on TCL&P's website;
- (3) The records ~~are not exempt from disclosure under the FOIA~~ do not fall into a category exempt from disclosure under the FOIA;
- (4) The records exist at the time of the request;

(5) The record is sufficiently described; and

(6) No other department would be likely to have the requested records;

~~(6)~~(7) If a verbal request for information is available on the website, the employee shall inform the requestor about the website's address.

The fees described in Section 7 of this Policy shall be applicable to such requests.

5. Rules to Prevent Excessive and Unreasonable Interference with TCL&P Functions:

A. Records may be personally examined only during normal business hours, i.e. between 8:00 a.m. and 5:00 p.m. on TCL&P business days and such requests shall be routed through the FOIA Coordinator.

B. TCL&P staff shall be given ample opportunity to review files for exempt or privileged records prior to allowing public examination.

C. TCL&P staff may defer a request to personally examine records within the time limits indicated in the FOIA.

6. Rules to Protect Records:

To protect records from loss, unauthorized alteration, mutilation or destruction, each department may adopt rules to protect the records of his or her department. The following are general records protection rules for all departments:

A. Records are to remain in the departmental vicinity while being reviewed.

B. Records are not to be altered in any manner.

C. Pens are not allowed in review rooms.

D. Copies of records are to be made by TCL&P staff or its designee, with the exception of microfilmed records ~~in the Secretary's office~~. At the discretion of the TCL&P secretary, microfilmed records ~~in the Secretary's office~~ may be made by the person reviewing the records.

E. For documentation purposes, staff shall keep copies of or a list of documents released or copied.

F. Records may not be removed from binders.

G. Records within files shall be kept intact and in order.

H. Copies of TCL&P computer records shall be made on computer discs or flash drives provided by TCL&P.

I. Copies of tapes shall be made on tapes provided by the requesting person.

J. Records ~~to be~~ that are ~~copies~~ copied may be identified by tape flags or "Post-It" notes, by separate written description, or by inserting loose paper between pages.

K. Copyrighted material shall not be photocopied.

7. Fees:

A. Copies.

~~25 cents per page for each of the first five pages~~

~~10 cents per page for 8 1/2" x 11" and 8 1/2" x 14" each page after the first five pages~~

~~Actual costs for all other sized pages~~

~~25 cents per page for 8 1/2" x 14" or 11" x 17"~~

~~\$2.00 per page for 24" x 36" prints~~

~~\$4.00 per page for 30" and larger prints~~

~~Non-Paper Physical Media such as ~~C~~computer discs, flash drives or other digital media devices – ~~current TCL&P cost~~Actual Cost~~

~~If duplication requires outside services, actual cost~~

~~Double-sided copies shall be made when possible and is cost saving~~

~~B. Faxing. — \$1.00 per page.~~

~~C.B. Mailing. Actual mailing ~~and~~; packaging ~~and~~ transportation costs shall be charged at the reasonable economical and justified rate.~~

~~D.C. Labor. The labor cost to locate, separate exempt from non-exempt, and copy/duplicate records, including 340% overhead, of the lowest paid employee capable of examining, reviewing and separating the public record requested and deleting and separating exempt from non-exempt material performing such work, regardless if that employee is available.~~

~~D. Public Records routinely authorized for sale. — Fee as determined by TCL&P.~~

~~E. Contracted labor. The contractual labor costs when calculating charges under this shall not exceed an amount equal to 6 times the state minimum hourly wage rate.~~

~~E. Costs set by Law. Documents which are required to be prepared and sold for a specific fee under Michigan or federal law shall be sold in accordance with the applicable Michigan or federal law.~~

~~F. Detailed Standard Form. The Detail Standard Form is designated as the Itemized Cost Worksheet document, which provides a detailed itemization that lists and explains the allowable charges.~~

The FOIA Coordinator is authorized to establish such other fees and charges in situations not covered by this Policy. ~~At the time a request is made,~~ TCL&P may require a deposit from the person requesting the public record or series of public records if the fees will exceed \$50.00 as determined by a good faith estimate prepared by the FOIA Coordinator. The deposit shall not exceed one-half of the total fee for the request. Detailed itemization of the estimated cost and an estimate of the timeframe needed to provide the records shall be provided to the requestor.

TCL&P may require a deposit of 100% of the estimated processing fee before beginning to search for a public record if the following conditions exist:

- the final fee for a prior written request is not more than 105% of the estimated fee;

- the public records made available contained the information sought in the prior written request and remain in TCL&P's possession;
- the public records were made available to the individual, subject to payment, within the time frame estimated by TCL&P to provide the records;
- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to TCL&P; and
- the FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit;

The FOIA Coordinator shall not require an increased estimated fee deposit if any of the following apply:

- the person making the request is able to show proof of prior payment in full to TCL&P;
- TCL&P is subsequently paid in full for the applicable prior written request; or
- 365 days have passed since the person made the request for which full payment was not remitted to TCL&P.

A copy of a public record shall be furnished without charge for the first \$20.00 of the fee for such request if the individual requesting such information submits an affidavit demonstrating that the individual is receiving public assistance, or it not receiving public assistance, is unable to pay the cost because of indigence consistent with the provisions of FOIA.

8. Appeals:

A requesting person, in lieu of seeking a Court determination regarding a final determination of the FOIA Coordinator, may file a written appeal to the TCL&P Board Executive Director. Pursuant to the FOIA, the TCL&P Board Executive Director shall receive the appeal at its next regular meeting and, if possible, shall respond to the written appeal not more than 10 business days after receiving the written appeal. The TCL&P Board Executive Director shall take one of the following actions in response to the filing of an appeal:

- A. Reverse the denial.
- B. Issue a written notice to the appellant affirming the denial.
- C. Reverse the denial in part and issue a written notice to the appellant affirming the denial in part.
- D. If necessary due to unusual circumstances, issue a notice extending for not more than 10 business days the period during which the TCL&P Board Executive Director may respond to the appeal.

9. Exemptions:

The FOIA Coordinator is authorized to exempt from disclosure a public record pursuant to Section 13 of the FOIA, including records of information specifically described and exempted from disclosure by others statutes, including without limitation, Section 33a of the Michigan Energy Employment Act of 1976, subject to appeal to the TCL&P Board Executive Director and the Board Executive Director is also authorized to so exempt a public record.

Timothy J. Arends
Executive Director and Secretary
Traverse City Light and Power Board



TRAVERSE CITY
LIGHT & POWER

FOIA – Affidavit of Indigence

TCL&P charges a reasonable processing fee to fulfill FOIA Requests. Pursuant to Section 4 of the Freedom of Information Act, this affidavit is submitted in support of a request that TCL&P waive the first \$20.00 of the processing fee for the request dated _____ for records relating to _____

I, _____, do affirm or swear under penalty of perjury that I am not submitting this request in conjunction with outside parties in exchange for payment or other remuneration, and:

____ 1. I am receiving public assistance, or

____ 2. I am unable to pay the cost for the following reasons: _____

Signature of Requester

STATE OF MICHIGAN)
)ss.
COUNTY OF GRAND TRAVERSE)

Acknowledged by _____ before me on the _____ day
of _____, 20__

Signature _____

Printed name _____

Notary public, State of Michigan, County of _____
My commission expires _____

Return to FOIA Coordinator
Karla Myers-Beman, CPA
Controller/FOIA Coordinator
1131 Hastings Street
Traverse City, MI 49686
231.932.4560
kmyersbe@tclp.org



TRAVERSE CITY
LIGHT & POWER

Michigan Freedom of Information Act- Request for Public Records

Name of Requester: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone Number: _____ Contact Email: _____

1. Please state the name of the public record you are requesting and include the following:

Names Referred to in Record: _____

Date of Record: _____

Location of Event: _____

Other information helpful to identify the record: _____

2. Method of Access Desired: Pickup Mail Examine Email

3. Mailing Address (If different than above): _____

City: _____ State: _____ Zip Code: _____

Signature of Requester: _____

Date: _____

Return to FOIA Coordinator
Karla Myers-Beman, CPA
Controller/FOIA Coordinator
1131 Hastings Street
Traverse City, MI 49686
231.932.4560
kmyersbe@tclp.org

Cost Estimate
 Bill



TRAVERSE CITY
 LIGHT & POWER

Freedom of Information Act Request Itemized Cost Worksheet

Date: _____ Prepared for Requester: _____ Date Request Received: _____

<p>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to TCL&P's FOIA Policies and Guidelines.</p>		
<p>1. Labor Cost for Copying / Duplication</p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requester on non-paper physical media or through the Internet or other electronic means as stipulated by the requester.</p> <p>This shall not be more than the hourly wage of TCL&P's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15 -minute time increments as set by the FOIA Coordinator (for example: 15-minutes or more); all partial time increments must be rounded down. <i>If the number of minutes is less than one increment, there is no charge.</i></p> <p>Hourly Wage : \$ _____ Fringe Benefit Multiplier: <u>40%</u> Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requester (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>	<p>Total Time _____</p> <p>Number of 15 minute increments (rounded down) _____</p>	<p>Increment x Charge per increment = <u>1.</u> Labor Cost \$ _____</p>
<p>2. Labor Cost to Locate:</p> <p>This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to TCL&P that are excessive and beyond the normal or usual amount for those services compared to TCL&P's usual FOIA requests.</p> <p>TCL&P will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15 -minute time increments as set by the FOIA Coordinator (for example: 15-minutes or more); all partial time increments must be rounded down. <i>If the number of minutes is less than one increment, there is no charge.</i></p> <p>Hourly Wage : \$ _____ Fringe Benefit Multiplier: <u>40%</u> Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requester (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>	<p>Total Time _____</p> <p>Number of 15 minute increments (rounded down) _____</p>	<p>Increment x Charge per increment = <u>2.</u> Labor Cost \$ _____</p>

3. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

TCL&P will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to TCL&P that are excessive and beyond the normal or usual amount for those services compared to TCL&P's usual FOIA requests.

This is the cost of labor of a TCL&P employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of TCL&P's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15 -minute time increments as set by the FOIA Coordinator** (for example: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage : \$ _____
 Fringe Benefit Multiplier: 40%
 Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)

Overtime rate charged as stipulated by Requester (*overtime is not used to calculate the fringe benefit cost*)

Total Time

Number of 15
minute
increments
(rounded down)

Increment x
Charge per
increment =
3.
Labor Cost
\$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (*for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection*).

TCL&P will utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

If the public body has included the website address for a record in its written response to the requester, and the requester thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, TCL&P will provide the public records in the specified format and will charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper or 10 cents per sheet for Letter (8 ½ x 11 -inch) and Legal (8 ½ x 14-inch) sized paper, single and double -sided.

No more than the actual cost of a sheet of paper for other paper sizes as detailed in TCL&P's FOIA Policy.

Actual and most reasonably economical cost of non-paper physical digital media:

- CD/DVD – Actual Cost as determined by TCL&P \$ _____
- Flash Drive – Actual Cost as determined by TCL&P \$ _____

a. Number of
8 ½ " x 11" and
8 ½ " x 14
Sized Sheets:

b. Number of
Other Paper
Size Sheets:

c. Cost of Non-
Paper Digital
Media:
\$ _____

(a. x \$.10)
+
(b. x \$ _____)
+
c.
=
4.
**Total
Copy Cost**
\$ _____

5. Mailing Cost:

TCL&P will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required. TCL&P *may* charge for the least expensive form of postal delivery confirmation. TCL&P *cannot* charge more for expedited shipping or insurance unless specifically requested by the requester.

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
\$ _____ per pound

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

Expedited Shipping or Insurance as Requested: \$ _____

Requester has requested expedited shipping or insurance

Cost of Envelope and/or Package + Cost of all Postage = 5. Total Mailing Cost \$ _____

6. Contractual Labor Cost for Separating Exempt from Non-Exempt (Redacting):

TCL&P will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to TCL&P that are excessive and beyond the normal or usual amount for those services compared to TCL&P's usual FOIA requests.

This is the cost of contractual labor for necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than six times the state minimum hourly wage.

These costs will be estimated and charged in 15 -minute time increments as set by the FOIA Coordinator (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.

Hourly Amount : \$ _____
Total Hourly Amount: \$ _____ / 4 = \$ _____ (Charge per increment)

Total Time _____

Number of 15 minute increments (rounded down) _____

Increment x Charge per increment = 6. Contractual Labor Cost \$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:

_____ (days or date)

The time frame estimate is nonbinding upon TCL&P, but the township is providing the estimate in good faith. Providing an estimated time frame does not relieve TCL&P from any of the other requirements of this act.

- 1. Labor Cost for Copying: \$ _____
 - 2. Labor Cost to Locate: \$ _____
 - 3. Labor Cost to Redact: \$ _____
 - 4. Copying/Duplication Cost: \$ _____
 - 5. Mail Cost: \$ _____
 - 6. Contractual Labor Cost: \$ _____
- Subtotal:** \$ _____

<p><u>Discount: Indigence</u></p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <ol style="list-style-type: none"> 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence. <p>If a requester is ineligible for the discount, the public body shall inform the requester specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <ol style="list-style-type: none"> 1) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR 2) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requester in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration. <p style="text-align: right;"><input type="checkbox"/> Eligible for Indigence Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><u>Discount: Nonprofit Organization</u></p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <ol style="list-style-type: none"> 1) Is made directly on behalf of the organization or its clients. 2) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931. 3) Is accompanied by documentation of its designation by the state, if requested by TCL&P. <p style="text-align: right;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><u>Deposit: Good Faith</u></p> <p>TCL&P will require a good-faith deposit <u>before providing the public records to the requester if the entire fee estimate or charge authorized under this section exceeds \$50.00</u>, based on a good-faith calculation of the total fee. The deposit will total 50% of estimated fee.</p>	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Amount Required:</p> <p>\$ _____</p>
<p><u>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</u></p> <p>After TCL&P has granted and fulfilled a written request from an individual under this act, if TCL&P has not been paid in full the total amount of fees for the copies of public records that TCL&P made available to the individual as a result of that written request, TCL&P may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <ol style="list-style-type: none"> 1) The final fee for the prior written request was not more than 105% of the estimated fee. 2) The public records made available contained the information being sought in the prior written request and are still in TCL&P's possession. 3) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. 4) Ninety (90) days have passed since TCL&P notified the individual in writing that the public records were available for pickup or mailing. 5) The individual is unable to show proof of prior payment to TCL&P. 6) TCL&P calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit. 		<p>Percent Deposit Required:</p> <p>_____ %</p>

<p>TCL&P can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <ol style="list-style-type: none"> 1) The individual is able to show proof of prior payment in full to TCL&P, OR 2) TCL&P is subsequently paid in full for the applicable prior written request, OR 3) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the utility. 	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Required:</p> <p>\$ _____</p>
<p><u>Late Response Labor Costs Reduction</u></p> <p>If TCL&P does not respond to a written request in a timely manner as required under MCL 15.235(2), TCL&P must do the following:</p> <ol style="list-style-type: none"> a) Reduce the charges for labor costs otherwise permitted by 5% for each day TCL&P exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies: <ol style="list-style-type: none"> 1) The late response was willful and intentional, OR 2) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page. 	<p>Number of Days Over Required Deadline:</p> <p>_____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction:</p> <p>_____</p>	<p>Total Labor Costs</p> <p>\$ _____</p> <p>Minus Reduction</p> <p>\$ _____</p> <p>= Reduced Total Labor Costs</p> <p>\$ _____</p>
<p>The Public Summary of TCL&P's FOIA Procedures and Guidelines is available free of charge from: Website: www.tclp.org Email: kmyersbe@tclp.org Phone: 231-932-4560 Address: 1131 Hastings Street, Traverse City, MI 49686</p> <p style="text-align: center;">Request Will Be Processed, But <u>Balance Must Be Paid Before</u> Copies May Be Picked Up, Delivered or Mailed</p>	<p>Date Paid:</p> <p>_____</p>	<p>Total Balance Due:</p> <p>\$ _____</p>

Revised: 5/14/2015

Karla Myers-Beman, CPA
Controller/FOIA Coordinator
1131 Hastings Street
Traverse City, MI 49686
231.932.4560
kmyersbe@tclp.org

Date

Name

Title

Company

Address

CityStateZip

Re: FOIA Request

Dear <<Name>>:

This letter is in response to your FOIA request dated <<Date>>, and received on <<Date>>. I am responding to your letter as the TCL&P FOIA Coordinator.

You have requested copies of any and all information for <<FOIA request>>.

Due to the nature and extent of your request, we require an additional ten (10) business days to respond as allowed under the Freedom of Information Act. We will respond to your request by <<Date>>.

Sincerely,

Karla Myers-Beman, CPA
TCL&P Controller/FOIA Coordinator



TRAVERSE CITY
LIGHT & POWER

Public Summary of FOIA Procedures and Guidelines

It is the public policy of Traverse City Light & Power (TCL&P) that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

Karla Myers-Beman, CPA
Controller/FOIA Coordinator
1131 Hastings Street
Traverse City, MI 49686
231.932.4560
kmyersbe@tclpl.org

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, as amended, the following is the Written Public Summary of TCL&P's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of TCL&P's FOIA Procedures and Guidelines. For more details and information, copies of TCL&P's FOIA Procedures and Guidelines are available at no charge at the utility's office and on the utility's website: www.tclp.org.

1. How do I submit a FOIA request to TCL&P?

- A request must sufficiently describe a public record to enable TCL&P to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist TCL&P in providing a prompt response. TCL&P has a FOIA Request form for your convenience on their website at www.tclp.org.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by TCL&P may be submitted on TCL&P's FOIA Request form or in any other form of writing (letter, fax, email, etc.).
 - No specific form to submit a written request is required. However, a FOIA Request Form and other FOIA-related forms are available for your use and convenience on TCL&P's website at www.tclp.org.
- Written requests may be delivered to TCL&P Office in person or by mail to:
Karla Myers-Beman, Controller, TCL&P, 1131 Hastings Street, Traverse City, MI, 49686
- Requests may be faxed to: **(231) 922-4368**. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

- Requests may be emailed to: kmyersbe@tclp.org. To ensure a prompt response, email requests should contain the term “FOIA” or “FOIA Request” in the subject line.
- A verbal request is not considered a FOIA request.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request TCL&P will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. TCL&P will respond to your request in one of the following ways:
 - Grant the request;
 - Issue a written notice denying the request;
 - Grant the request in part and issue a written notice denying in part the request;
 - Issue a notice indicating that due to the nature of the request TCL&P needs an additional 10 business days to respond; or
 - Issue a written notice indicating that the requested public record is available at no charge on TCL&P’s website
- For instances where the requested public record is available on TCL&P’s website, TCL&P will so indicate.
- If the request is granted, or granted in part, TCL&P will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, TCL&P will require a deposit before processing the request.

3. What are TCL&P’s deposit requirements?

- If TCL&P has made a good faith calculation that the total fee for processing the request will exceed \$50.00, TCL&P may require that you provide a deposit in the amount of 50% of the total estimated fee. When TCL&P requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If TCL&P receives a request from a person who has not paid TCL&P for copies of public records made in fulfillment of a previously granted written request, TCL&P may require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in TCL&P’s possession;
 - The public records were made available to the individual, subject to payment, within the best effort time frame estimated by TCL&P to provide the records;
 - Ninety (90) days have passed since TCL&P notified the individual in writing that the public records were available for pickup or mailing;

- The individual is unable to show proof of prior payment to TCL&P; and
 - TCL&P has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- TCL&P will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to TCL&P;
 - TCL&P is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to TCL&P.

4. How does TCL&P calculate FOIA processing fees?

The Michigan FOIA statute permits TCL&P to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure.
- If contractual labor is required in the review of a record to separate and delete information exempt from disclosure.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on TCL&P's website if you ask for TCL&P to make copies.
- The cost of flash drives or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on TCL&P's website if you ask for TCL&P to make copies.
- The cost to mail or send a public record to a requester.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.

- Labor costs will be charged at the hourly wage of the lowest-paid TCL&P employee capable of doing the work in the specific fee category, regardless of who actually performs work and will also include a 40% charge to cover or partially cover the cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requester; overtime costs will not be used to calculate the fringe benefit cost.
- Contractual labor will be no more than six times the state minimum wage.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to TCL&P. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to TCL&P's usual FOIA requests, because of the nature of the request in the particular instance. TCL&P must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

TCL&P must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as flash drives or other digital media devices, the actual and most reasonably economical cost for the non-paper media will be charged.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- TCL&P may charge for the least expensive form of postal delivery confirmation.
- TCL&P may charge for expedited shipping or insurance if such method of delivery has been requested by the requester.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be

considered as primarily benefitting the general public. TCL&P may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

TCL&P will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from TCL&P twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is a sworn statement. For your convenience, TCL&P has provided an Affidavit of Indigence for the waiver of FOIA fees on its website: www.tclp.org.

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal the FOIA Coordinator's decision by filing a written appeal of the denial with the Executive Director at the following: **TCL&P, 1131 Hastings Street, Traverse City, MI 49686** or tarends@tclp.org.

The appeal must be in writing, specifically state the word "appeal," and identify the reason or reasons you are seeking a reversal of the denial.

Within 10 business days of receiving the appeal the Executive Director will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Executive Director, you may file a civil action in Circuit Court.

Appeal of a FOIA Processing Fee

If you believe that the fee charged by TCL&P to process your FOIA request exceeds the amount permitted by state law, you may appeal the FOIA Coordinator's decision by filing a written appeal for a fee reduction to the office of Executive Director or Circuit Court.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the Executive Director will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which TCL&P Board will respond to the written appeal.

After receiving notice of the Executive Director's determination of the processing fee appeal, you may commence a civil action in Circuit Court for a fee reduction.



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 22, 2015
Subject: South Substation Transformer Settlement Agreement

At the April 28, 2015 Board meeting, the Board declared the South Substation transformers surplus, authorized their sale and approved the purchase of the new transformers. Included in the packet is the agreement with the City of Wyandotte for the purchase of the current transformers installed at the South Substation. Even though the Board authorized the sale, staff wanted to bring the Procurement Agreement similar to a bill of sale, before the Board for review before execution. The agreement with SPX for the purchase of the new transformers to replace the current transformers located at South Substation was executed on May 29, 2015.

Other concerns brought up by the Board during that board meeting included 1) that the sale later would not be challenged as a failure to mitigate damages and 2) the cost of installation of the new transformers would not be at the expense of the utility.

The risk of the sale later being challenged as a failure to mitigate damages has been made moot by the Settlement Agreement. Additionally, a letter is expected from GRP Engineering Inc.'s (GRP) legal counsel confirming the costs relating to the installation of the transformers will be borne by GRP. It is staff's expectation this letter will be provided to you by the Board meeting.

The last step of this process is to authorize the Settlement Agreement, which is included for your review. This Agreement has been reviewed and approved by General Counsel.

Staff recommends the Board authorize the execution of the Settlement Agreement between TCL&P and GRP. This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff's recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

(MOTION ON FOLLOWING PAGE)

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

**MOVED BY _____, SECONDED BY _____, THAT
THE BOARD AUTHORIZE THE CHAIRMAN AND SECRETARY TO EXECUTE THE
SETTLEMENT AGREEMENT WITH GRP ENGINEERING, INC. SUBJECT TO
APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND
APPROVAL AS TO FORM BY GENERAL COUNSEL. CONTINGENT ON THE
RECEIPT OF A WRITTEN DOCUMENT STATING GRP WILL ASSUME
LIABILITY FOR INSTALLATION COSTS OF THE NEW TRANSFORMERS
SUBJECT TO LEGAL REVIEW.**

PROCUREMENT AGREEMENT FOR
TWO 12/16/20 MVA TRANSFORMERS

This Agreement is made the 21st day of MAY, 2015, by and between the **Traverse City Light and Power Department**, whose address is 1131 Hastings Street, Traverse City, MI 49686 (Seller), and **Wyandotte Municipal Services**, whose address is 3200 Biddle Avenue, #200, Wyandotte, MI 48192 (Buyer), and the parties agree as follows:

1. Goods. Seller shall sell and Buyer shall buy the following (hereinafter referred to as "the Goods"):

Two 12/16/20 MVA Transformers with LTCs and one spare high voltage bushing and one spare low voltage bushing.
2. Purchase Price. The purchase price of the Goods is \$601,969. The purchase price shall be paid to Seller at or before delivery of the Goods by cashier's check or immediately available funds.
3. Place and Time of Delivery. The Goods shall be delivered "as is/whereis" at Seller's south substation, 2760 LaFranier Road, Traverse City, MI 49686, and at such time as Buyer directs Seller to begin the work to disconnect the Goods. Buyer shall give Seller at least 14 days advance notice of the intended time of the delivery. Delivery shall not be later than September 30, 2015.
4. Disconnection and Transportation. Buyer shall be responsible for the disconnection, disassembly and transportation of the Goods. External disconnection shall be done by Seller at Buyer's direction.
5. Risk of Loss. Until delivery Seller assumes risk of loss of the Goods. After delivery Buyer assumes risk of loss of the Goods.

6. Warranty. Seller warrants only that it has good title to the Goods and that they have never carried any electrical distribution load. Seller shall assist Buyer in the transfer of an extended warranty by ABB Public Power, the original manufacturer of the Goods.

7. Contract Documents. In addition to this Procurement Agreement, the contract documents consist of the Request for Bid, Specifications, and Insurance Requirements submitted by Seller, and Bid Form submitted by Buyer. These documents are attached hereto and incorporated here by reference. In the event there is any conflict or inconsistency between the terms of the incorporated documents and this Procurement Agreement, the terms of this Procurement Agreement shall control.

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

9. Force Majeure. If either party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to the other party specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either party during the Term equals or exceeds 30 consecutive days, the other party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the

period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, court order or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

10. 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.

11. 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.

12. No 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.

13. 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.

14. Counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

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

.....
John Taylor, Chairman
Traverse City Light and Power Board


Rod Lesko, General Manager
Wyandotte Municipal Services

.....
Timothy J. Arends, Executive Director
Traverse City Light and Power Board

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made by and between the Traverse City Light & Power Department ("TCL&P") and GRP Engineering, Inc. ("GRP"). These entities may hereafter be referred to as a "Party", individually, or the "Parties", collectively.

RECITALS

1. TCL&P was created in 1979 as a municipal electric utility and has the required legal autonomy to enter into its own contracts and sue or be sued as an independent entity.
2. GRP is a Michigan corporation in the business of providing professional engineering and design services.
3. On or about May 2, 2012, GRP entered into an Agreement for Professional Services with TCL&P (the "Contract"). The Contract was a master services agreement pursuant to which work orders were issued for specific projects and services. References to the Contract herein include all associated work orders.
4. Also on May 2, 2012, TCL&P issued six (6) work orders to GRP involving design of the physical plant and transmission/distribution systems associated with the new South Side Substation in Traverse City (the "Project"). The work orders all related to professional engineering design and construction management services associated with the Project.
5. The Project involved the construction of a new 69kV transmission line from LaFranier Road into the South Substation including structure replacements on LaFranier Road in the area of the substation, plus up to four new 13.8kV distribution circuits to LaFranier Road and one new circuit to Garfield Road. The design also included provisions for one additional distribution circuit routed east to Garfield Road.

6. The equipment for TCL&P's new substation included two 69kV breakers, two 69kV:13.8kV transformers, five distribution circuit reclosers, associated bus work and switches, and a relay control house including SCADA equipment.

7. As indicated, the Contract was awarded in May 2012, with the goal of issuing procurement contracts for the transformers by November 2013. The delivery of transformers was initially scheduled for 2014 with substation energization in January 2015. The distribution circuit connections were also targeted for connection in January 2015.

8. During the design phase, GRP prepared the material procurement specifications for two 69kV:13.8kV 12/16/20MVA power transformers. The transformer winding configuration written into the bid specifications was a Delta-Wye which produces a 30-degree phase shift between the primary (69kV) and secondary (13.8kV) voltage. This is the normal and accepted transformer configuration for distribution level substations.

9. TCL&P's other substation transformers all have Wye-Delta-Wye winding configurations which have no phase shift between primary and secondary voltage.

10. TCL&P has alleged that GRP improperly specified a transformer winding configuration of DELTA-WYE when it should have specified WYE-DELTA-WYE (the "Claim").

11. Upon energization of the Substation in January 2015, and the related attempts to connect the four new 13.8kV distribution circuits to the existing system, a voltage was measured between circuits where the voltage should have been zero. Following several voltage tests at the new substation, the transformer winding configurations were compared to TCL&P's other substations and the alleged error was discovered.

12. After the alleged error was discovered, GRP proposed three corrective actions to remedy the situation. TCL&P ultimately selected the option that involved the purchase of two

new transformers with the correct winding configuration and the sale of the incorrect transformers.

13. Based upon this decision, TCL&P, with the assistance of GRP, prepared two bid packages: one seeking proposals for the procurement of the two new transformers (attached as Exhibit 1), and the second seeking bids for the sale of the original transformers (attached as Exhibit 2).

14. TCL&P has subsequently resolved to purchase the transformers pursuant to the proposal presented by SPX for a total amount of \$1,241,409 (including one set of spare bushings).

15. In addition, TCL&P is prepared to sell the transformers to the high bidder, Wyandotte Municipal Services, for the amount of \$601,969.

16. GRP and TCL&P have engaged in settlement negotiations to resolve the Claim between the Parties.

17. The Parties have agreed to resolve all differences between and amongst them in any way relating to the Claim based on the terms set forth within. The Parties desire to enter into this settlement to avoid the uncertainty expenses involved in pursuing litigation.

18. The Parties wish to settle the Claim without any admission of liability or wrongdoing by any Parties.

OPERATIVE TERMS

NOW THEREFORE, in consideration of the promises, mutual covenants, recitals, releases and agreements contained herein, and for other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Parties promise, undertake and agree as follows:

1. Pursuant to the terms of this Agreement and as consideration for the same, GRP shall pay to TCL&P the sum of \$378,931.

2. Immediately upon execution of this Agreement and receipt of the payment described in paragraph 1, the release set forth below shall become effective and legally binding upon the Parties.

3. Except with respect to any rights or obligations created by this Agreement, the Parties, for themselves and their respective predecessors, successors, related entities (including Traverse City), insurers, assigns, shareholders, directors, officers, officials, members, agents and employees release, acquit and forever discharge each other and their respective predecessors, successors, related entities, insurers, assigns, shareholders, directors, officers, officials, members, agents and employees of and from any and all actions, claims, causes of action, suits, debts, liabilities, dues, accounts, demands, obligations, costs, expenses, losses, damage and indemnities of every kind or nature whatsoever, which the Parties have, ever may have, own or hold, or at any time heretofore has, may have had, owned or held, whether based on contract, tort, statutory or other legal or equitable theory of recovery, whether known or unknown, or developed or undeveloped with respect and or in any way relating to or arising out of the Claim.

4. The Parties acknowledge that neither of them, by entering into this Agreement, admits the truth of any claims or allegations with respect to the subject matter of this Agreement, unless otherwise stated herein. The execution of this Agreement and the payment of the consideration described shall not be construed as an admission of liability by either Party.

5. The Parties and signatories to this Agreement affirm that they have the full right, power, legal capacity and authority to enter into and perform the promises made in this Agreement; that the statements, representations, agreements and covenants contained herein are contractual in nature and not mere recitations; and that the agreements and covenants stated

herein shall survive the execution of this Agreement and shall be binding upon the Parties and their respective successors and assigns.

6. The Parties agree to refrain from commencing any action or lawsuit against each other relating in any way to any matter released by this Agreement, and acknowledge that any such proceeding would cause irreparable injury to the Party against whom it is brought, such that any court with competent, personal and subject matter jurisdiction may enter an injunction restraining prosecution thereof. This Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding which may be instituted, prosecuted or attempted for, upon or in respect of any of the claims released hereby.

7. In any legal action pertaining to the enforcement of this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

8. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law. If the Parties, or any of them, should later discover that any fact they relied upon in entering into this Agreement is not true, or that their understanding of the facts or law was incorrect, the Parties shall not be entitled to seek rescission of this Agreement by reason thereof. This Agreement is intended to be final and binding upon the Parties regardless of any mistake of fact or law.

9. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been drafted by all Parties, and no party shall urge otherwise.

10. The Parties agree that the scope and terms of this Agreement are reasonable and that it is the Parties' intent and desire that this Agreement be enforced to the fullest extent permissible. In case any one or more of the provisions of this Agreement (other than its release provisions) should be determined invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the Parties specifically authorize the tribunal making such determination to edit and/or sever the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law and/or public policy.

11. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter, and any and all prior agreements, understandings and representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force and effect, except as otherwise provided herein.

12. The Parties declare and represent that they have fully read and understand the terms of this Agreement; that they have had the benefit of counsel with respect to the same; and no promise, inducement or agreement not herein expressed has been made to it in connection with this Agreement.

13. It is understood and agreed by the Parties that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing duly executed by authorized representatives of each of the Parties

14. This Agreement shall be governed by and construed according the laws of the State of Michigan.

15. The Parties further agree that this Agreement may be executed in multiple counterparts, each of which shall constitute an original. The Parties agree that a signatures sent by facsimile or other electronic transmission shall have the same force and effect as an original signature. The Parties further agree that a fully executed copy of this Agreement shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the Parties below acknowledge that they are acting of their own free will and have caused the execution of this Agreement as of the day and year first written below.

Traverse City Light & Power Department

Approved as to form:

By: _____
John Taylor, Chairman

W. Peter Doren
General Counsel

By: _____
Timothy Arends, Secretary

Date: _____

GRP Engineering, Inc.

By: _____

Name: _____

Title: _____



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 17, 2015
Subject: Michigan Public Power Agency Commissioner & Alternates

The Michigan Public Power Agency (MPPA) Bylaws permit each member municipality's governing body to appoint a Commissioner and a first (1st) and second (2nd) alternate to represent the municipality on the MPPA Board of Directors. The recognition to vote is applied in ascending order from Commissioner to the 1st alternate and then the 2nd alternate.

Most recently, Tom Olney, Operations Manager/Chief Engineer was the 1st alternate and Karen Feahr was the 2nd alternate. With Tom Olney's recent retirement, the Utility needs to designate alternates to represent the municipality on the MPPA Board of Directors.

It is my recommendation that the position of Controller be appointed as 1st alternate and the position of the Manager of Operations and Engineering as 2nd alternate.

This item is being placed on the Consent Calendar because staff deems it to be a non-controversial item. Approval of this item on the Consent Calendar will mean that you agree with staff's recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT THE LIGHT & POWER BOARD APPOINTS THE POSITION OF CONTROLLER AS 1st ALTERNATE AND THE POSITION OF MANAGER OF OPERATIONS AND ENGINEERING AS THE 2ND ALTERNATE TO REPRESENT TCL&P ON THE MPPA BOARD OF DIRECTORS.



To: Light and Power Board
From: Tim Arends, Executive Director
Date: June 17, 2015
Subject: Withdrawal of Municipal Competitive Trust Funds

During the budget process, the Board provided direction to staff to incorporate \$1,000,000 of TCL&P's Municipal Competitive Trust Fund Investments held at Michigan Public Power Agency ("MPPA") to be applied against TCL&P's Belle River Project purchased power costs monthly invoice. The impact of this withdrawal would provide a monthly credit on Belle River Project invoices of \$83,333.33 and reduce the monthly power cost recovery rate charged to TCL&P's utility customers by approximately \$.003 per kWh, or a reduction of approximately \$1,000,000 in power cost recovery revenue.

The balance of the account as of May 31, 2015 is \$1,076,428.62 and with the amount of realized and unrealized income it is uncertain whether the balance will be sufficient or have excess at the end of the fiscal year. Therefore, staff is recommending withdrawing \$83,333.33 each month until the fund is fully depleted with the expectation the last withdrawal will be a partial amount.

In accordance with Article 6 of the Municipal Competitive Trust document, the document governing these funds, staff must request from the MPPA Board of Commissioners approval of this withdrawal.

Staff has provided a motion below to formalize this direction. This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff's recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

(MOTION ON FOLLOWING PAGE)

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

MOVED BY _____, SECONDED BY _____,

THAT THE LIGHT AND POWER BOARD APPROVES STAFF TO PROVIDE A REQUEST TO MPPA BOARD OF COMMISSIONERS FOR APPROVAL OF THE WITHDRAWAL OF \$83,333.33 EACH MONTH WITH A PARTIAL PAYMENT THE LAST MONTH UNTIL THE FUND IS DEPLETED FROM THE TCL&P MUNICIPAL COMPETITIVE TRUST FUNDS HELD BY MPPA TO BE APPLIED AGAINST THE BELLE RIVER PROJECT PURCHASED POWER COSTS.



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Rod Solak, Line Superintendent
Date: June 22, 2015
Subject: Reel Turret Trailer Purchase

TCL&P has budgeted \$60,000 in the 2014-15 capital improvements plan for the purchase of a reel turret trailer (“stringing trailer”), a trailer that will be utilized to feed wire for internal distribution circuit rebuild projects.

Bids have been obtained for the purchase of this trailer. Requests were sent out to four companies and bids were received as follows:

Bidder	Bid Price
Brooks Brother Trailers	No Bid
Sherman-Reilly	No Bid
Sauber Manufacturing	\$60,906.00
TSE International	No Bid

Brooks Brothers Trailers and Sherman-Reilly submitted formal no-bid letters citing issues complying with manufacturing requirements. The sole bid received from Sauber Manufacturing is fairly close to budget at \$60,906.

This item is appearing on the Consent Calendar as it is deemed non-controversial. Staff recommends issuing a purchase order to Sauber Manufacturing for the purchase of a reel turret trailer. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the “Items Removed from the Consent Calendar” portion of the agenda for full discussion. If after Board discussion you agree with staff’s recommendation the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

**THAT THE BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A
PURCHASE ORDER TO SAUBER MANUFACTURING IN THE AMOUNT OF \$60,906
FOR A REEL TURRET TRAILER.**



Project Name: Reel Turret Trailer

BIDDER	BID SENT	BID SECURITY	TOTAL CONTRACTOR BASE BID PRICE	OPTIONAL ITEMS QUOTED	REMARKS
Sauber Manufacturing MikeHahn@SauberMfg.com	6/5/2015	Not Required	\$ 60,906.00	\$5278.00-3/8x1800 rope \$900.42-5,000lb capstan	Low Bid
Brooks Brothers Trailers philchandler76@hotmail.com	6/5/2015	Not Required	-		No Bid
TSE International sales@tse-international.com	6/5/2015	Not Required	-		No Bid
Sherman-Reilly sjernigan@sherman-reilly.com	6/5/2015	Not Required	-		No Bid

This is to certify that at 10:00:00 AM , local time on Friday, June 19, 2015 , the bids tabulated herein were publicly opened and read.

Traverse City Light & Power

By: 

Rod Solak, Line Superintendent



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 22, 2015
Subject: Underground Cable Purchase

On June 18, 2015, three quotes were submitted for the #2 and #4/0 medium voltage underground cable combined to be used in the Pine Street Overhead to Underground Conversion, Hickory Hills, and Cowell Family Cancer Center Projects.

GRP Engineering Inc., ("GRP") has evaluated the bids for the #2 and #4/0 medium voltage underground and recommends Power Line Supply, low bidder at \$43,200. The actual price paid may be higher or lower based on the price of copper the day of purchase.

Vendor	Unit Price #2 Cost/ft	Unit Price #4/0 Cost/ft	Total Price	Metals Price Adjustment
1. HD Supply	\$1.542	\$2.148	\$43,785	Yes
2. Power Line Supply	\$1.52	\$2.12	\$43,200	Yes
3. RESCO	\$1.79	\$2.57	\$51,975	Yes

Staff concurs with GRP's recommendation to accept the bid from Power Line Supply, in the amount of \$43,200 and recommends the Board authorize the issuance of a purchase order for the materials.

For your review, attached is GRP's letter recommending Power Line Supply.

If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER TO
POWER LINE SUPPLY IN THE AMOUNT OF \$43,200, MORE OR LESS, FOR
MEDIUM VOLTAGE UNDERGROUND CABLE FOR THE PINE STREET - OVERHEAD TO
UNDERGROUND CONVERSION, HICKORY HILLS, AND COWELL FAMILY CANCER
CENTER PROJECTS.**

June 18, 2015
12-0503.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

RE: 2015 Underground Projects
Underground Cable Bid Evaluation & Recommendation

Dear Tim:

GRP Engineering, Inc. has completed our evaluation of the #2 & #4/0 medium voltage underground combined cable quotes for Hickory Hills, Pine & State Street and Cancer Center Underground projects. Three material vendors provided quotes for the 30,000' of aluminum 15kV cable required for these projects. Power Line Supply (PLS) & HD Supply quoted Okonite cable. RESCO quoted Kerite cable. During the bidding process, it was determined that 7,500' of #2 AL 15kV cable will be supplied from stock, therefore the amount of cable purchased will be 22,500'

<u>Vendor</u>	<u>#2 Cost/ft</u>	<u>#4/0 Cost/ft</u>	<u>Total Price</u>
HD Supply	\$1.542	\$2.148	\$43,785.00
Power Line Supply	\$1.52	\$2.12	\$43,200.00
RESCO	\$1.79	\$2.57	\$51,975.00

All cost estimates for this project were based on \$1.50/ft for #2 and \$2.00/ft #4/0, which were just under the bid prices. Reminder that the actual cable cost will be adjusted higher or lower based on metals price on the day of shipment.

GRP Engineering, Inc. recommends that TCL&P accept the quote from Power Line Supply. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 3, 2015
Subject: Hickory Hills Project Transformer Purchase

Two bids were submitted for five transformer, pad-mount, 1 phase, 7.96kV:120/240V, 112.5kVA for the Hickory Hills project. The request for bids was for five instead of the project quantity of four to keep one on hand in case of equipment failure out in the field. The remaining transformers required for the Hickory Hills Underground and Pine Street – Overhead to Underground Conversion projects will be taken out of current inventory. Following is a summary of the bid submissions:

Vendor	Amount
1. RESCO	\$32,725.00
2. Power Line Supply	\$36,959.00

Even though this cost is within the Executive Director's spending authority these costs are part of a larger project which exceeds the Executive Director's threshold and therefore, requires Board approval.

Staff recommends authorizing purchase order to RESCO, low bidder, in the amount of \$32,725. This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff's recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER TO
RESCO IN THE AMOUNT OF \$32,725 FOR THE PURCHASE OF FIVE 112.5 kVA
TRANSFORMERS.**



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 25, 2015
Subject: Electrical Material

On June 22, 2015, one quote was submitted for the Pine Street– Overhead to Underground Conversion Project electrical material, three quotes were submitted for the Hickory Hills Project, and three quotes were submitted for the Cowell Family Cancer Center Project.

GRP Engineering Inc. (“GRP”) has evaluated the bids for the electrical material and recommends Power Line Supply for all projects.

Pine Street – Overhead to Underground Conversion

<u>Vendor</u>	<u>Cost</u>
Power Line Supply	\$83,650.74

Hickory Hills

<u>Vendor</u>	<u>Cost</u>
Power Line Supply	\$18,133.61
HD Supply (not all items quoted)	\$26,830.23
RESCO (not all items quoted)	\$17,235.14

Cowell Family Cancer Center

<u>Vendor</u>	<u>Cost</u>
Power Line Supply	\$17,889.86
HD Supply (not all items quoted)	\$14,419.84
RESCO (not all items quoted)	\$18,344.42

Staff concurs with GRP’s recommendation to accept the bids from Power Line Supply in the combined amount of \$119,674.21 and recommends the Board authorize the issuance of three purchase orders for the materials.

For your review, attached is GRP’s letters recommending Power Line Supply.

This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____, THAT THE BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE THREE PURCHASE ORDERS TO POWER LINE SUPPLY FOR THE COMBINED AMOUNT OF \$119,674.21 FOR ELECTRICAL MATERIAL RELATED TO THE PINE STREET – OVERHEAD TO UNDERGROUND CONVERSION, HICKORY HILLS, AND COWELL FAMILY CANCER CENTER PROJECTS. THE FIRST PURCHASE ORDER FOR PINE STREET – OVERHEAD TO UNDERGROUND CONVERSION IN THE AMOUNT OF \$83,650.74, THE SECOND FOR THE HICKORY HILLS IN THE AMOUNT OF \$18,133.61, AND THE THIRD IN THE AMOUNT OF \$17,889.86 FOR THE COWELL FAMILY CANCER CENTER PROJECTS.

June 25, 2015
12-0503.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Pine & State Street Underground
Electrical Material Bid Evaluation & Recommendation**

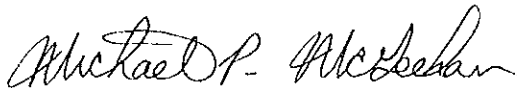
Dear Tim:

GRP Engineering, Inc. has completed our evaluation of the electrical cable & equipment material quotes for the entire Pine & State Street Underground project. Of the three material vendors invited to bid, only one responded with a quotation, Power Line Supply (PLS). HD Supply & RESCO did not quote this extensive list of material.

<u>Vendor</u>	<u>Electrical</u>
Power Line Supply	\$83,650.74

GRP Engineering, Inc. recommends that TCL&P accept the material quotation from Power Line Supply for the Pine & State Street Underground electrical material. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman

June 25, 2015
15-0756.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Hickory Hills Underground
Electrical Material Bid Evaluation & Recommendation**

Dear Tim:


GRP Engineering, Inc. has completed our evaluation of the electrical cable & equipment material quotes for the Hickory Hills Underground project. Of the three material vendors invited to bid, all responded with quotations, but only Power Line Supply (PLS) supplied a complete quotation for all items.

<u>Vendor</u>	<u>Electrical</u>	
Power Line Supply	\$18,133.61	
HD Supply	\$26,830.23	<i>(Not all items quoted.)</i>
RESCO	\$17,235.14	<i>(Not all items quoted.)</i>

Although RESCO's bid appears lower, they failed to bid all items. Additionally, some items from RESCO were quoted "plus freight", thereby making a comparison to other vendors difficult.

GRP Engineering, Inc. recommends that TCL&P accept the material quotation from Power Line Supply for the Hickory Hills Underground electrical material. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman

June 25, 2015
13-0576.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Cancer Center Underground
Electrical Material Bid Evaluation & Recommendation**

Dear Tim:

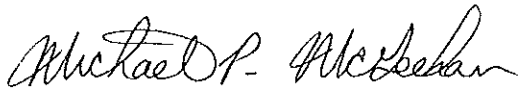
GRP Engineering, Inc. has completed our evaluation of the electrical cable & equipment material quotes for the Cancer Center Underground project. Of the three material vendors invited to bid, all responded with quotations, but only Power Line Supply (PLS) supplied a complete quotation for all items.

<u>Vendor</u>	<u>Electrical</u>	
Power Line Supply	\$17,889.86	
HD Supply	\$14,419.84	<i>(Not all items quoted.)</i>
RESCO	\$18,344.42	<i>(Not all items quoted.)</i>

Although HD Supply's bid appears lower, they failed to bid all items. For comparison purposes, a cost from the low bidder was utilized on the item not quoted by HD Supply and it pushed their total above Power Line Supply.

GRP Engineering, Inc. recommends that TCL&P accept the material quotation from Power Line Supply for the Cancer Center Underground electrical material. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 25, 2015
Subject: Conduit Material

On June 22, 2015, four quotes for conduit material were submitted for the Pine Street Pedestrian Way and three quotes were submitted for Union Street Conduit all for the Pine Street – Overhead to Underground Conversion Project

GRP Engineering Inc. (“GRP”) has evaluated the bids for the conduit material and recommends All-Phase Electric for both parts of the Project.

Pine Street Pedestrian Way

<u>Vendor</u>	<u>Cost</u>
All-Phase Electric	\$18,899.96
Kendall Electric	\$19,896.98
Power Line Supply	\$19,681.58
RESCO (not all items quoted)	\$18,273.86

Union Street

<u>Vendor</u>	<u>Cost</u>
All-Phase Electric	\$24,460.75
Kendall Electric	\$25,182.54
Power Line Supply	\$24,875.80

Staff concurs with GRP’s recommendation to accept the bids from All-Phase Electric in the combined amount of \$43,360.71 and recommends the Board authorize the issuance of two purchase orders for the materials.

For your review, attached is GRP’s letters recommending All-Phase Electric.

This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the "Items Removed from the Consent Calendar" portion of the agenda for full discussion. If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE TWO PURCHASE ORDERS
TO ALL-PHASE ELECTRIC FOR THE COMBINED AMOUNT OF \$43,360.71 FOR CONDUIT
MATERIAL RELATED TO THE PINE STREET – OVERHEAD TO UNDERGROUND
CONVERSION PROJECT. THE FIRST PURCHASE ORDER FOR THE CONDUIT
MATERIAL FOR THE PINE STREET PEDESTRIAN WAY IN THE AMOUNT OF \$18,899.96
AND THE SECOND FOR UNION STREET IN THE AMOUNT OF \$24,460.75.**

June 25, 2015
12-0503.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Pine & State Street Underground
Pedestrian Bridge Conduit Material Bid Evaluation & Recommendation**

Dear Tim:


GRP Engineering, Inc. has completed our evaluation of the conduit material quotes for the Pedestrian Bridge area of the Pine & State Street Underground project. Of the five material vendors invited to bid, four responded with quotations.

<u>Vendor</u>	<u>Conduit</u>	
All-Phase Electric	\$18,899.96	
Kendall Electric	\$19,896.98	
Power Line Supply	\$19,681.58	
RESCO	\$18,273.86	<i>(Not all items quoted.)</i>

Although RESCO's bid appears lower, they failed to bid all items.

GRP Engineering, Inc. recommends that TCL&P accept the conduit material quotation from All-Phase Electric Supply for the Pedestrian Bridge portion of the Pine & State Street Underground project. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman

June 25, 2015
12-0503.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Pine & State Street Underground
Union Street Conduit Material Bid Evaluation & Recommendation**

Dear Tim:

GRP Engineering, Inc. has completed our evaluation of the conduit material quotes for the Union Street and alley area of the Pine & State Street Underground project. Of the five material vendors invited to bid, four responded with quotations.

<u>Vendor</u>	<u>Conduit</u>
All-Phase Electric	\$24,460.75
Kendall Electric	\$25,182.54
Power Line Supply	\$24,875.80

GRP Engineering, Inc. recommends that TCL&P accept the conduit material quotation from All-Phase Electric Supply for the Union Street portion of the Pine & State Street Underground project. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 25, 2015
Subject: Switchgear - Pine Street Overhead to Underground Conversion

On June 22, 2015, one quote was submitted even though four vendors were invited to bid for the Pine Street– Overhead to Underground Conversion Project switchgear equipment.

GRP Engineering Inc., (“GRP”) has evaluated the bids for the electrical material and recommends Irby Utilities for this project.

<u>Vendor</u>	<u>Cost</u>
Irby Utilities	\$87,000.00

Staff concurs with GRP’s recommendation to accept the bid from Irby Utilities in the amount of \$87,000 and recommends the Board authorize the issuance of a purchase order for the materials.

For your review, attached is GRP’s letter recommending Irby Utilities.

This item is on the Consent Calendar as it is deemed non-controversial. Approval of this item on the Consent Calendar means you agree with staff’s recommendation.

If any member of the Board or the public wishes to discuss this matter, other than clarifying questions, it should be placed on the “Items Removed from the Consent Calendar” portion of the agenda for full discussion. If after Board discussion you agree with staff’s recommendation the following motion would be appropriate:

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER TO
IRBY UTILITIES IN THE AMOUNT OF \$87,000 FOR SWITCHGEAR EQUIPMENT
FOR THE PINE STREET – OVERHEAD TO UNDERGROUND CONVERSION PROJECT.**

June 25, 2015
12-0503.01

Mr. Tim Arends
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: Pine & State Street Underground
Switchgear Bid Evaluation & Recommendation**

Dear Tim:

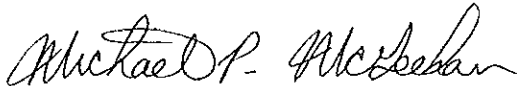
GRP Engineering, Inc. has completed our evaluation of the padmount switchgear quotes for the Pine & State Street Underground project. Of the four material vendors invited to bid, only one responded with a quotation. Note that the specifications for the switchgear were prepared to match the existing box pads that are already installed in the equipment areas. This was done to prevent excavations in existing equipment areas on both Pine Street & State Street.

<u>Vendor</u>	<u>Electrical</u>
Irby Utilities	\$87,000.00

Irby Utilities (formally Champion, Inc.) submitted a complete quotation for the padmount switchgear. Irby quoted S&C Padmount Switchgear which matches existing equipment on site.

GRP Engineering, Inc. recommends that TCL&P accept the switchgear quotation from Irby Utilities for the Pine & State Street Underground Project. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Ms. Karla Myers-Beman



To: Light and Power Board
From: Tim Arends, Executive Director
Date: June 17, 2015
Subject: Public Pier Presentation

On August 4, 2014, the City Commission authorized a Consultant Agreement with SmithGroupJJR for services associated with Phase One – Site Investigation and Schematic Design, Phase Two – Preliminary Design and Phase Three – Final Design of the Traverse City Public Pier Project (“Pier Project”). This pier is currently planned at the mouth of the Boardman River east of Clinch Park.

At the May 4, 2015 City Commission meeting, the City Commission approved moving forward with Phase Two-Preliminary Design Documents for the Pier Project. Concurrently, with this approval the Commission moved forward with adopting a resolution supporting a \$5,000 grant from Rotary Charities to develop a funding strategy for the Pier Project. Since this approval, the City has begun working on the development of the funding strategy for the Pier Project. One piece of the Pier Project funding strategy is to find a source of funds for the design and construction of the renewable energy system that will be located on the pier. The renewable energy system consists of solar arrays located on shade structures and possibly one or two small windmills similar to the one located at the Clinch Park entrance either at the entrance or the end of the pier as a means to provide all of the pier’s electricity needs.

At the meeting, Missy Luick from the City Planning Department will be in attendance to present on the Pier Project renewable energy system and request support through a resolution included in your packet for the design and construction costs for the renewable energy system. Additionally, the Mayor may be in attendance to speak to the Board in support of the resolution.

Staff has no specific recommendation regarding this issue. Funding the Pier Project at this time is not expected to require any immediate increase in utility rates.

If the Board concurs to support this funding request the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT THE LIGHT AND POWER BOARD ADOPTS A RESOLUTION IN SUPPORT FOR FUNDING THE TRAVERSE CITY PUBLIC PIER PROJECT IN THE AMOUNT OF \$350,000.

**TRAVERSE CITY LIGHT AND POWER DEPARTMENT
RESOLUTION AUTHORIZATION CONTRIBUTION TO THE CITY
IN SUPPORT OF PROVIDING A RENEWABLE ENERGY SYSTEM FOR THE
TRAVERSE CITY PUBLIC PIER PROJECT OF THE BAYFRONT PLAN**

- Whereas, the Traverse City waterfront on West Grand Traverse Bay profoundly influences the quality of life in the City and the region, including the region's \$587 million tourism and recreation economy; and
- Whereas, the City of Traverse City has, over several decades, worked to place much of the bayfront inside the City into public ownership; and
- Whereas, Traverse City Light and Power provided considerable financial and land resources to the open up large parcel on the public waterfront by removing the Bayside Power Plant; and
- Whereas, in commemoration of the utility's 100th Anniversary, the Traverse City Light and Power Board funded a Legacy Project to benefit the citizens of Traverse City by providing \$1,000,000 to the Clinch Park revitalization project, an implementation project of the Bayfront Plan; and
- Whereas, Traverse City Light and Power invested \$15,000 for the universal design small boat launch project as part of the Clinch Park revitalization project; and
- Whereas, Traverse City Light and Power has already invested \$2,029,159 in Bayfront beautification projects that included undergrounding of wires along Grandview Parkway; and
- Whereas, Traverse City Light and Power invested \$7,000 in Grandview Parkway beautification installing underground sprinklers; and
- Whereas, the Traverse City Bayfront Plan is a \$26 million revitalization effort and includes seventeen phases of which the Traverse City Public Pier is a project; and

(Resolution of Support for Traverse City Light and Power Legacy Gift for Bayfront Plan-
Clinch Park Revitalization)

2

Whereas, the Traverse City Public Pier electricity needs will be provided entirely through renewable sources; therefore, be it

RESOLVED, that the Traverse City Light and Power Board of Directors supports the Traverse City Public Pier project and commits to providing up to \$350,000 to design and build the renewable energy system for the Traverse City Public Pier Project should the project be built.

I hereby certify that the above Resolution was adopted by the Traverse City Light and Power Board of Directors at its special meeting of June 30, 2015, in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Timothy J. Arends
Executive Director and Secretary



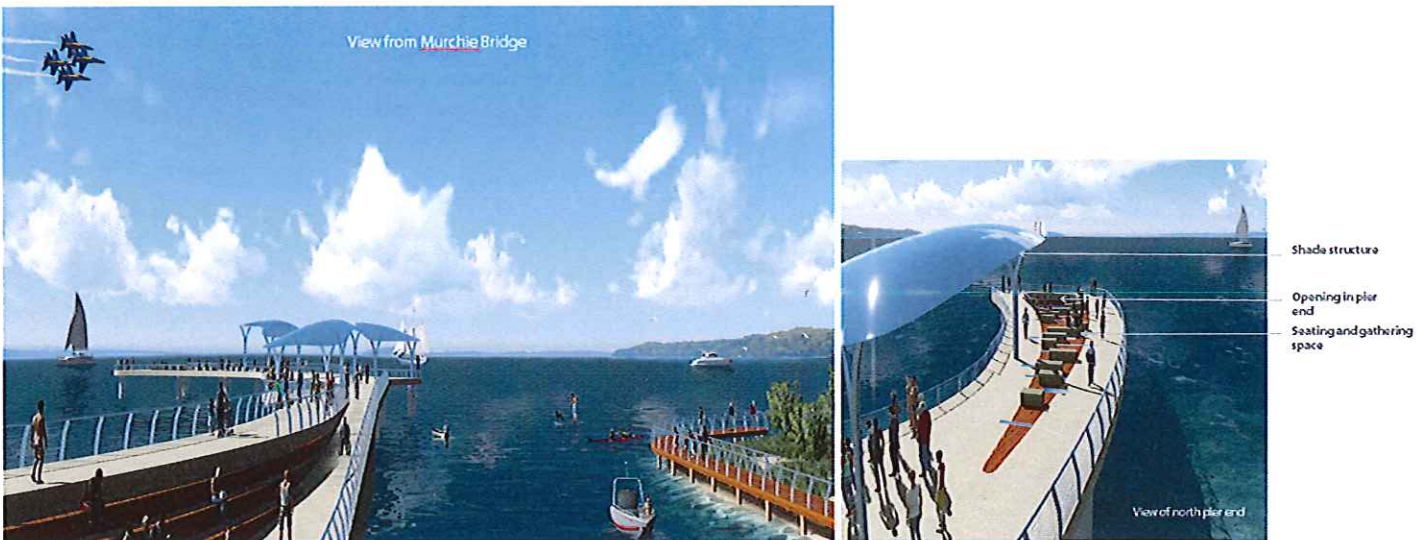
City Planning Department

TO: TIM ARENDS, TCLP EXECUTIVE DIRECTOR
FROM: MISSY LUICK, PLANNING AND ENGINEERING ASSISTANT
COPY: RUSS SOYRING, PLANNING DIRECTOR
SUBJECT: PUBLIC PIER RENEWABLE ENERGY REQUEST
DATE: JUNE 15, 2015

On August 4, 2014, the City Commission authorized a Consultant Agreement with SmithGroupJJR for services associated with the Traverse City Public Pier project including field investigation, shoreline studies, public outreach, design development, preliminary engineering, and permitting and construction drawings. The project is funded by a \$232,000 Great Lakes Fishery Trust Grant.

SmithGroupJJR has identified the utilization of solar arrays as a means to provide all of the electricity needs for the pier through renewable sources. The shade structure roofs structurally can be built to accommodate a solar energy system that will provide all of the energy required for the lighting of the pier. Currently, the design calls for LED strip lighting integrated within the pier railings.

Should the Traverse City Public Pier project be built, a request of up to \$350,000 from Traverse City Light and Power to provide the renewable energy system is sought.





**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 22, 2015
Subject: Pine Street Pedestrian Way

At the June 9, 2015 Board meeting, the Board approved the project reauthorization for the Pine Street - Overhead to Underground Conversion Project (Pine Street Project). A component of the Pine Street Project is the Pedestrian Way Project that will be completed and managed by the City Engineering Department with monitoring of the electrical construction by TCL&P. The Pedestrian Way Project will connect the underground conduit from the Pine and State Street to Hall Street Substation, providing an additional circuit needed for reliability purposes.

City staff presented the Pedestrian Way Project to the City Commission for approval on June 15, 2015. The memo prepared for the City Commission is included in the packet for your review.

The City is requesting TCL&P cover the costs related to lighting installation, electrical conduits, vaults and related work to convert the overhead lines to underground for a total cost of \$226,040.25. A breakdown of these costs is included in the packet for your review.

If the City were not to move forward with the Pedestrian Way Project, TCL&P would either have to install an underground line under the Boardman River or a new overhead line at an estimated cost of \$312,517 and \$185,326, respectively. By participating in this project it allows the utility to work with the city while each entity receiving a benefit. The utility being able to utilize the bridge to install the conduit and not having to install either an overhead or underground line for the additional circuit needed for reliability purposes. The city receiving funding for the lighting costs related to the Pedestrian Way Project.

Staff recommends approving a purchase order to the City in the amount of \$226,040.25.

If after Board discussion you agree with staff's recommendation the following motion would be appropriate:

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER
IN THE AMOUNT OF \$226,040.25 MORE OR LESS TO THE CITY OF TRAVERSE CITY FOR
THE ELECTRIC AND LIGHTING COSTS RELATED TO THE PINE STREET PEDESTRIAN
WAY.**



The City of Traverse City

Communication to the City Commission

FOR THE REGULAR CITY COMMISSION MEETING OF JUNE 15, 2015

DATE: JUNE 11, 2015

FROM: PENNY HILL, ACTING CITY MANAGER 

SUBJECT: 2015 PINE STREET PEDESTRIAN BRIDGE AND OVERHEAD TO UNDERGROUND CONVERSION PROJECT

Attached is a memo from City Engineer Timothy Lodge recommending a contract with Elmer's Crane and Dozer for the above-referenced project in the amount of \$1,019,951.88, plus a 5.88% contingency (\$60,000), for a potential project cost of \$1,079,951.88.

As explained by Mr. Lodge, the following are the funding sources for the project:

Funding source	Item	Amount
Traverse City Light & Power	Lighting installation, electrical conduits, vaults, and related work to convert the overhead lines to underground	\$226,040.25
TIF 97	Engineering	\$ 44,000
Capital Project Fund	Remaining project elements	\$749,911.63 (plus a 5.88% contingency equal to \$60,000)

I recommend the following motion (5 affirmative votes required):

that the Mayor and City Clerk execute a unit prices contract with Elmer's Crane and Dozer, in the amount of \$1,019,951.88 for the 2015 Pine Street Pedestrian Bridge and Overhead to Underground Conversion Project, more or less, at the unit prices indicated in its bid, with such contract subject to approval as to its substance by the Acting City Manager and its form by the City Attorney,

-Motion continued on following page-

with portion of the project costs to be paid for by Traverse City Light & Power and TIF 97 as outlined in the City Engineer's June 8, 2015, communication, with the remainder to be paid for by the Capital Projects Fund; and further that the City Manager be authorized to manage a project contingency of \$60,000; and that the Mayor and City Clerk be authorized to execute any necessary change orders for work associated with the project contingency, such change orders subject to approval as to their substance by the City Manager and their form by the City Attorney.

PH/bcm

K:\tcclerk\city commission\agreements\pine street pedestrian bridge 2015

copy: Tim Arends, Traverse City Light and Power Executive Director
Rob Bacigalupi, Downtown Development Authority Executive Director
Timothy Lodge, City Engineer

Memorandum

The City of Traverse City
Engineering Department



TO: Penny Hill, Acting City Manager
Rob Bacigalupi, Executive Director, DDA
Tim Arends, Executive Director, TCLP

FROM: Timothy J. Lodge, City Engineer *Hudson*

DATE: June 8, 2015

SUBJECT: 2015 Pine Street Pedestrian Bridge and Overhead to Underground Conversion Project

Sealed bids were received on June 2, 2015 for the above referenced project. Two bids were received for this work as follows:

Anlaan Corporation	Grand Haven	\$1,193,258.34
Elmers	Traverse City	\$ 931,734.88

The Engineering Department cost estimate for the project is \$919,537.75. We have reviewed the bids received and the low bid contractor's experience with similar projects and found that the low bid contractor is capable of performing the work for this project. The City has worked successfully with the personnel assigned to the project on the North Boardman Lake Trail Pedestrian Bridge Project in the past as well.

The bid amounts above include unit pricing for 81 individual work items including the items for installing conduits so the existing overhead lines can be placed underground. In addition, we included alternate work items for the project as follows:

1. Alternate brick paver materials resulting in a savings of nearly \$8,800 if selected.
2. Alternate bollards and foundations including a composite material option and a cast iron option in lieu of the aluminum bollard in the base bid that offers up to an \$800 savings to the above base bid.
3. Alternate bridge options including a steel bridge truss with a concrete deck at a savings of \$5,000 or an aluminum truss with wood decking at an increase of \$70,000 to the steel bridge truss with wood decking included in the base bid.
4. Alternate to complete a 6 foot wide concrete sidewalk on the existing dirt path along the riverbank to Union Street at a cost of \$15,184 in addition to the base bid.
5. Alternate landscaping materials that would increase the base bid amount by \$3,033 but offer a more substantial planting scene.

2015 Pine Street Pedestrian Bridge and Overhead
to Underground Conversion Project
June 8, 2015
Page 2 of 2

The project is being funded through TIF 97, Project ID #66 and TCLP Project ID #837. With the inclusion of the aluminum truss and wood deck option, the alternate to extend the sidewalk to Union Street, and the alternate landscaping materials the final recommended contract amount is **\$1,019,951.88**. *Therefore, it is recommended that this work be awarded to Elmer's Crane and Dozer, Inc. and that the proper City officials be authorized to execute a unit price contract with the above-mentioned low bidder, in the aforementioned amount, more or less, with funds available in Capital Project Fund with revenue sources to include TIF 97 and TCLP.*

*In addition, we recommend that authorization be given to the City Manager to manage an additional contingency amount of **\$60,000** (5.88% of the construction contract amount) should the need arise for unforeseen and unknown work that may be required.*

The project includes installing lighting, electrical conduits, vaults and related electrical work to convert the existing overhead lines to be placed underground. *We recommend the TCLP issue a purchase order to the City for the project lighting and electrical under-grounding work in an amount of **\$226,040.25** more or less.*

*Finally, we recommend that an amount of **\$44,000** be transferred from TIF 97 to the City's General Fund for expenses related to engineering for the project.*

All Projects Submitted for 2015/16

CITY OF TRAVERSE CITY, MICHIGAN
SIX YEAR CAPITAL IMPROVEMENT PLAN
Budget Year 2015-2016 by Fund

Project ID * - Indicates projects occurring in the first 4 of the plan.
* - Indicates new projects submitted for review.

Project ID	Project Description	Out	Carry Forward 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Project Cost	City Funds	Non-City Funds
TAX INCREMENT FINANCING FUND												
TIF 2												
924	*Carnegie Building Improvements	M	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$170,000.00	\$0.00
61	Case & Lake: Streetscape Improvements (+SID) (+L&P)	C	\$0.00	\$272,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$272,750.00	\$272,750.00	\$0.00
58	Eighth Street Bridge Repair (+Grant)	C	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00	\$0.00
Total TIF 2			\$0.00	\$592,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$995,500.00	\$995,500.00	\$0.00
TIF 97												
714	700 Block Alley Enhanced Improvements	V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$817,000.00	\$817,000.00	\$817,000.00	\$0.00
870	Civic Square (+Private)	V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00
369	East Front Street, 300 Block Mid-Block Crosswalk	C	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,000.00	\$55,000.00	\$0.00
705	East Front Street Scopes (Boardman to GrandNew	C	\$0.00	\$0.00	\$0.00	\$0.00	\$257,000.00	\$0.00	\$0.00	\$257,000.00	\$257,000.00	\$0.00
781	Fairfax (+SID)	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63	Garland Street Reconstruction/Improvements (+L&P)	C	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00	\$0.00
713	Grandview Parkway Pedestrian Crossing Enhancement	V	\$0.00	\$1,315,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,315,000.00	\$1,315,000.00	\$0.00
82	Lower Boardman River Enhancements	V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	\$500,000.00	\$0.00
885	North Cass Street Bridge Rehabilitation (+Grant)	V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	\$700,000.00	\$700,000.00	\$0.00
585	Park Street Bridge Repair (+Grant)	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$935,000.00	\$0.00	\$935,000.00	\$935,000.00	\$0.00
66	Pine Street Pedestrian Way (w/ Pine St Overhead to Boardman rd)	C	\$0.00	\$1,360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,360,000.00	\$1,360,000.00	\$0.00
645	Public Restrooms at Lot O	V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
623	South Cass Street Bridge Repair	M	\$0.00	\$0.00	\$66,000.00	\$0.00	\$0.00	\$0.00	\$315,000.00	\$381,000.00	\$381,000.00	\$0.00
187	South Cass Street Bridge Repair (+TIF2)	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
186	South Union Street Bridge Repair (+TIF2)	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
877	Uptown West Front Riverwalk from Union Street Dam to West Front Bridge (+L&P)	C	\$0.00	\$0.00	\$710,000.00	\$0.00	\$0.00	\$102,500.00	\$0.00	\$812,500.00	\$812,500.00	\$0.00
645	West Front St Redevelopment (BOND)	C	\$0.00	\$800,000.00	\$700,000.00	\$700,000.00	\$0.00	\$0.00	\$0.00	\$2,200,000.00	\$2,200,000.00	\$0.00
535	West Front Street Bridge Rehabilitation	C	\$220,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220,000.00	\$220,000.00	\$0.00
Total TIF 97			\$220,000.00	\$4,530,000.00	\$1,526,000.00	\$1,340,000.00	\$1,023,000.00	\$1,737,500.00	\$4,033,000.00	\$26,262,500.00	\$26,262,500.00	\$0.00
TOTAL TAX INCREMENT FINANCING FUND			\$220,000.00	\$5,122,750.00	\$1,526,000.00	\$1,340,000.00	\$1,023,000.00	\$1,737,500.00	\$4,033,000.00	\$26,262,500.00	\$26,262,500.00	\$0.00

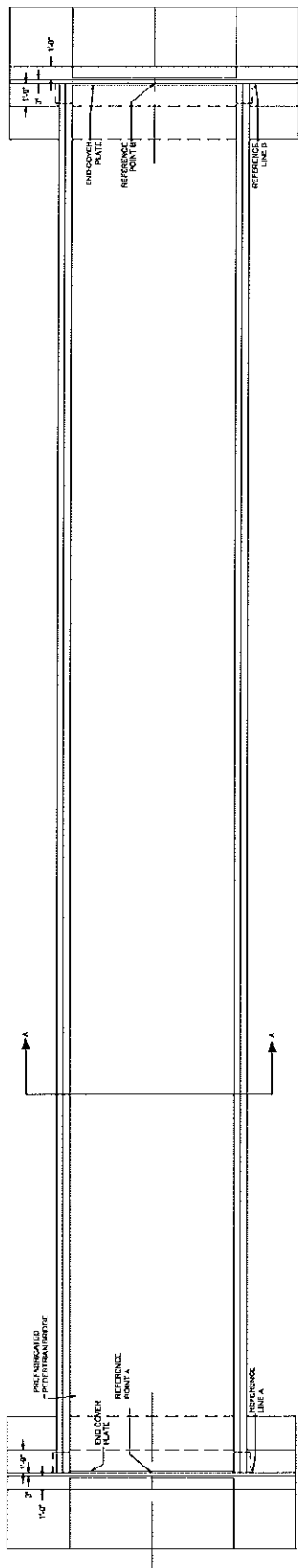
Pine Street Pedestrian Bridge and Overhead to Underground Conversion Project

Item No		Est Qty		Unit		Description of Items		Engineers Estimate		Elmers		Anlaan	
								Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LSUM						\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	1260	SFT						\$ 4.00	\$ 5,040.00	\$ 1.90	\$ 2,394.00	\$ 4.50	\$ 5,670.00
3	1	LSUM						\$ 45,000.00	\$ 45,000.00	\$ 15,505.00	\$ 15,505.00	\$ 75,000.00	\$ 75,000.00
4	125	FT						\$ 4.00	\$ 500.00	\$ 2.50	\$ 312.50	\$ 5.00	\$ 625.00
5	30	CYD						\$ 120.00	\$ 3,600.00	\$ 30.00	\$ 900.00	\$ 5.00	\$ 150.00
6	1259	FT						\$ 4.00	\$ 5,036.00	\$ 2.00	\$ 2,518.00	\$ 3.00	\$ 3,777.00
7	1	LSUM						\$ 2,500.00	\$ 2,500.00	\$ 5,471.00	\$ 5,471.00	\$ 3,000.00	\$ 3,000.00
8	30	FT						\$ 125.00	\$ 3,750.00	\$ 163.00	\$ 4,890.00	\$ 105.00	\$ 3,150.00
9	1	EA						\$ 3,500.00	\$ 3,500.00	\$ 5,800.00	\$ 5,800.00	\$ 3,500.00	\$ 3,500.00
10	150	FT						\$ 20.00	\$ 3,000.00	\$ 18.90	\$ 2,835.00	\$ 15.40	\$ 2,310.00
11	310	FT						\$ 20.00	\$ 6,200.00	\$ 26.74	\$ 8,289.40	\$ 23.00	\$ 7,130.00
12	550	SFT						\$ 22.00	\$ 12,100.00	\$ 45.13	\$ 24,821.50	\$ 40.00	\$ 22,000.00
13	1390	SFT						\$ 22.00	\$ 30,580.00	\$ 32.41	\$ 45,049.90	\$ 40.00	\$ 55,600.00
14	26	TON						\$ 150.00	\$ 3,900.00	\$ 150.57	\$ 3,914.82	\$ 130.35	\$ 3,389.10
15	50	FT						\$ 40.00	\$ 2,000.00	\$ 20.68	\$ 1,034.00	\$ 20.60	\$ 1,030.00
16	48	FT						\$ 140.00	\$ 6,720.00	\$ 400.00	\$ 19,200.00	\$ 375.00	\$ 18,000.00
17	1	LSUM						\$ 5,000.00	\$ 5,000.00	\$ 11,800.00	\$ 11,800.00	\$ 15,000.00	\$ 15,000.00
18	201	FT						\$ 8.00	\$ 1,600.00	\$ 174.70	\$ 35,114.70	\$ 65.00	\$ 13,065.00
19	1710	SFT						\$ 6.00	\$ 10,260.00	\$ 4.53	\$ 7,746.30	\$ 3.50	\$ 5,985.00
20	700	SFT						\$ 8.00	\$ 5,600.00	\$ 5.61	\$ 3,927.00	\$ 4.25	\$ 2,975.00
21	3	EA						\$ 400.00	\$ 1,200.00	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00
22	1	EA						\$ 8,500.00	\$ 8,500.00	\$ 5,400.00	\$ 5,400.00	\$ 5,875.00	\$ 5,875.00
23	151	SQ YDS						\$ 20.00	\$ 3,020.00	\$ 23.33	\$ 3,522.83	\$ 50.00	\$ 7,550.00
24	151	SQ YDS						\$ 5.00	\$ 755.00	\$ 2.11	\$ 318.61	\$ 5.00	\$ 755.00
25	1	LSUM						\$ 90,000.00	\$ 90,000.00	\$ 85,000.00	\$ 85,000.00	\$ 150,000.00	\$ 150,000.00
26	163	CU YDS						\$ 40.00	\$ 6,520.00	\$ 20.00	\$ 3,260.00	\$ 50.00	\$ 8,150.00
27	52.5	CU YDS						\$ 40.00	\$ 2,100.00	\$ 26.54	\$ 1,393.35	\$ 50.00	\$ 2,625.00
28	4921	LBS						\$ 3.00	\$ 14,763.00	\$ 1.32	\$ 6,495.72	\$ 3.10	\$ 15,255.10
29	98	CU YDS						\$ 500.00	\$ 49,000.00	\$ 690.00	\$ 67,620.00	\$ 1,000.00	\$ 98,000.00
30	12.5	CU YDS						\$ 350.00	\$ 4,375.00	\$ 245.00	\$ 3,062.50	\$ 200.00	\$ 2,500.00
31	815	SFT						\$ 100.00	\$ 81,500.00	\$ 0.65	\$ 529.75	\$ 12.00	\$ 9,780.00
32	4	EA						\$ 3,500.00	\$ 14,000.00	\$ 2,800.00	\$ 11,200.00	\$ 5,000.00	\$ 20,000.00
33	352	SFT						\$ 15.00	\$ 5,280.00	\$ 7.50	\$ 2,640.00	\$ 0.01	\$ 3.52
34	140	SQ YDS						\$ 200.00	\$ 28,000.00	\$ 228.00	\$ 31,920.00	\$ 78.00	\$ 10,920.00
35	1	EA						\$ 155,250.00	\$ 155,250.00	\$ 168,000.00	\$ 168,000.00	\$ 183,700.00	\$ 183,700.00
36	1	EA						\$ 33,000.00	\$ 33,000.00	\$ 35,000.00	\$ 35,000.00	\$ 57,000.00	\$ 57,000.00
37	2	EA						\$ 3,500.00	\$ 7,000.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00
38	100	FT						\$ 75.00	\$ 7,500.00	\$ 6.00	\$ 600.00	\$ 0.01	\$ 1.00
39	210	FT						\$ 100.00	\$ 21,000.00	\$ 400.00	\$ 84,000.00	\$ 500.00	\$ 105,000.00
40	210	FT						\$ 50.00	\$ 10,500.00	\$ 15.81	\$ 3,320.10	\$ 40.00	\$ 8,400.00
41	110	FT						\$ 50.00	\$ 5,500.00	\$ 15.81	\$ 1,739.10	\$ 81.00	\$ 8,910.00
42	1	EA						\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00
43	1	LSUM						\$ 14,500.00	\$ 14,500.00	\$ 9,500.00	\$ 9,500.00	\$ 7,000.00	\$ 7,000.00
44	6	EA						\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 375.00	\$ 2,250.00
45	66	EA						\$ 60.00	\$ 3,960.00	\$ 14.75	\$ 973.50	\$ 34.00	\$ 2,244.00
46	199	EA						\$ 40.00	\$ 7,960.00	\$ 14.75	\$ 2,935.25	\$ 34.00	\$ 6,766.00
47	5	EA						\$ 750.00	\$ 3,750.00	\$ 420.00	\$ 2,100.00	\$ 2,500.00	\$ 12,500.00
48	8	EA						\$ 1,750.00	\$ 14,000.00	\$ 1,600.00	\$ 12,800.00	\$ 1,600.00	\$ 12,800.00
49	2	EA						\$ 1,500.00	\$ 3,000.00	\$ 850.00	\$ 1,700.00	\$ 805.00	\$ 1,610.00
50	1	EA						\$ 2,100.00	\$ 2,100.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
51	14	EA						\$ 2,500.00	\$ 35,000.00	\$ 3,400.00	\$ 47,600.00	\$ 1,500.00	\$ 21,000.00
								\$ 879,999.00	\$ 879,999.00	\$ 851,353.83	\$ 851,353.83	\$ 1,054,800.72	\$ 1,054,800.72
								Subtotal Bridge and Site Items					

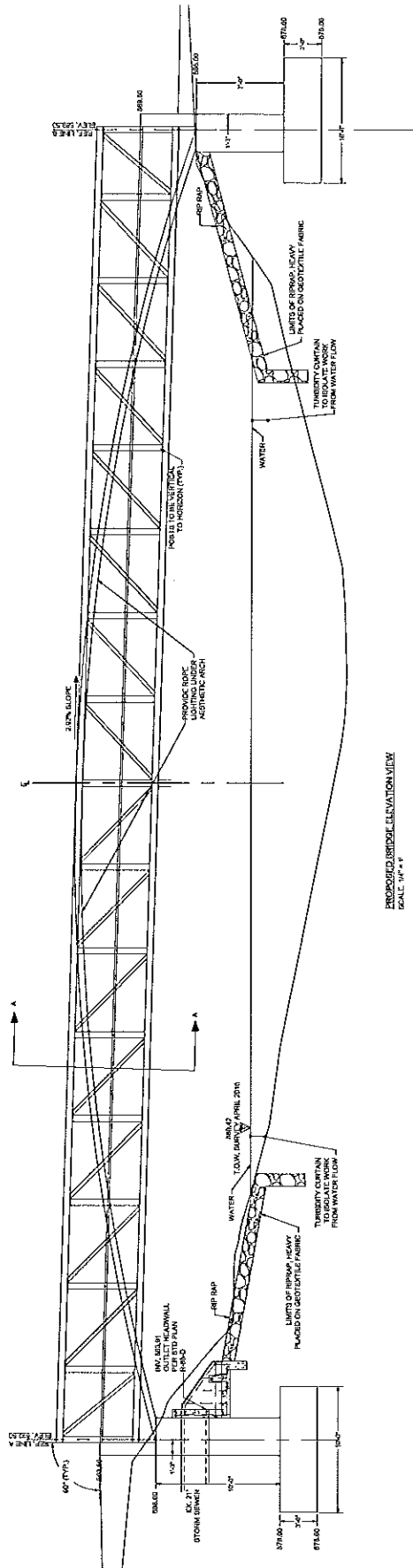
Lighting costs \$145,659.20
Item No. 39,40,41,42 and 51
Electrical costs \$80,381.05
Item No. E-1 through E-30

Pine Street Pedestrian Bridge and Overhead to Underground Conversion Project

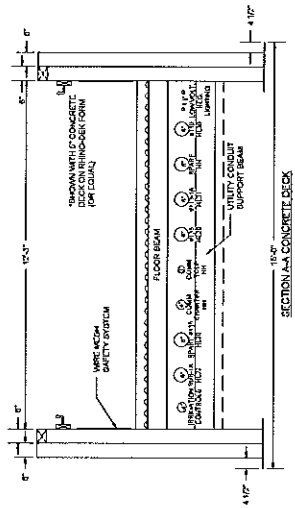
Item No		Est Qty	Unit	Description of Items	Engineers Estimate		Elmers		Anlaan	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Electrical Items										
E-1	135	LFT		Trench, Backfill & Compact (1 to 2 Conduits)	\$ 10.00	\$ 1,350.00	\$ 27.00	\$ 3,645.00	\$ 25.00	\$ 3,375.00
E-2	515	LFT		Trench, Backfill & Compact (3 to 4 Conduits)	\$ 11.00	\$ 5,665.00	\$ 28.00	\$ 14,420.00	\$ 25.00	\$ 12,875.00
E-3	135	LFT		Trench, Backfill & Compact (5 to 6 Conduits)	\$ 12.00	\$ 1,620.00	\$ 34.00	\$ 4,590.00	\$ 25.00	\$ 3,375.00
E-4	145	LFT		Directional Bore 1.4" SDR 13.51	\$ 14.00	\$ 2,030.00	\$ 48.00	\$ 6,960.00	\$ 44.26	\$ 6,417.70
E-5	20	LFT		1-1/4" PVC SCH 40/80	\$ 1.00	\$ 20.00	\$ 1.90	\$ 38.00	\$ 1.79	\$ 35.80
E-6	290	LFT		3" PVC SCH 40/80	\$ 1.50	\$ 435.00	\$ 3.16	\$ 916.40	\$ 2.54	\$ 736.60
E-7	745	LFT		4" PVC SCH 40/80 (Chamber)	\$ 1.75	\$ 1,303.75	\$ 2.91	\$ 2,167.95	\$ 2.86	\$ 2,130.70
E-8	2210	LFT		6" PVC SCH 40/80	\$ 2.00	\$ 4,420.00	\$ 2.57	\$ 5,679.70	\$ 3.23	\$ 7,138.30
E-9	3	EA		3" 90° Fiberglass 36" Radius	\$ 30.00	\$ 90.00	\$ 48.00	\$ 144.00	\$ 76.40	\$ 229.20
E-10	1	EA		4" 90° Fiberglass STD (16" Radius) (SF12)	\$ 30.00	\$ 30.00	\$ 43.00	\$ 43.00	\$ 113.98	\$ 113.98
E-11	1	EA		4" 22" Fiberglass, 60" Radius (SF13)	\$ 30.00	\$ 30.00	\$ 18.00	\$ 18.00	\$ 113.98	\$ 113.98
E-12	4	EA		4" 45° Fiberglass, 60" Radius (SF14)	\$ 30.00	\$ 120.00	\$ 18.00	\$ 72.00	\$ 113.98	\$ 455.92
E-13	4	EA		6" 45° Fiberglass STD (30" Radius) (SF18)	\$ 30.00	\$ 120.00	\$ 18.00	\$ 72.00	\$ 113.98	\$ 455.92
E-14	1	EA		6" 90° Fiberglass STD (30") Radius (SF19)	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 113.98	\$ 113.98
E-15	11	EA		6" 22" Fiberglass, 60" Radius (SF20)	\$ 30.00	\$ 330.00	\$ 20.00	\$ 220.00	\$ 113.98	\$ 1,253.78
E-16	12	EA		6" 45° Fiberglass, 60" Radius (SF21)	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 113.98	\$ 1,367.76
E-17	1	LS		Bridge Conduit Installation	\$ 8,500.00	\$ 8,500.00	\$ 27,000.00	\$ 27,000.00	\$ 85,000.00	\$ 85,000.00
E-18	2	EA		30' 15kV Sectionalizing Cabinet Box Pad	\$ 250.00	\$ 500.00	\$ 900.00	\$ 1,800.00	\$ 627.00	\$ 1,254.00
E-19	1	EA		PMH 9/11 Switchgear Box Pad	\$ 400.00	\$ 400.00	\$ 850.00	\$ 850.00	\$ 627.00	\$ 627.00
E-20	3	EA		17"x30"x18" Handhole & Cover	\$ 175.00	\$ 525.00	\$ 500.00	\$ 1,500.00	\$ 451.50	\$ 1,354.50
E-21	1	EA		24"x36"x24" Handhole & Cover	\$ 200.00	\$ 200.00	\$ 600.00	\$ 600.00	\$ 527.00	\$ 527.00
E-22	2	EA		12' x 6' x 7' Manhole	\$ 4,500.00	\$ 9,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00
E-23	16	EA		Ground Rod, 5/8" x 8'	\$ 30.00	\$ 480.00	\$ 85.00	\$ 1,360.00	\$ 76.50	\$ 1,224.00
E-24	50	LFT		#2 CU Stranded Bare	\$ 1.00	\$ 50.00	\$ 2.00	\$ 100.00	\$ 1.03	\$ 51.50
E-25	300	LFT		#20 CU Stranded Bare	\$ 1.00	\$ 300.00	\$ 2.10	\$ 630.00	\$ 1.51	\$ 453.00
E-26	8	EA		Exothermic Weld, One-shot	\$ 20.00	\$ 160.00	\$ 55.00	\$ 440.00	\$ 48.60	\$ 388.80
E-27	6	EA		Exothermic Weld	\$ 20.00	\$ 120.00	\$ 80.00	\$ 480.00	\$ 70.20	\$ 421.20
E-28	3	EA		Guard Post	\$ 100.00	\$ 300.00	\$ 325.00	\$ 975.00	\$ 306.00	\$ 918.00
E-29	50	CU YD		Sand Backfill, Class II (LM)1	\$ 12.00	\$ 600.00	\$ 26.00	\$ 1,300.00	\$ 15.00	\$ 750.00
E-30	50	CU YD		Trench Spoils, Haul & Dispose	\$ 9.00	\$ 450.00	\$ 22.00	\$ 1,100.00	\$ 10.00	\$ 500.00
Subtotal Electrical Items					\$	\$ 39,538.75	\$	\$ 80,381.05	\$	\$ 138,457.62
Total Project Amount					\$	\$ 919,537.75	\$	\$ 931,734.88	\$	\$ 1,193,258.34
A-1	550	SFT		Brick Paver Sidewalk Type 1 Alternate	\$ 20.00	\$ 11,000.00	\$ 45.00	\$ 24,750.00	\$ 27.60	\$ 15,180.00
A-2	1390	SFT		Brick Paver Sidewalk Type 2 Alternate	\$ 20.00	\$ 27,800.00	\$ 29.00	\$ 40,310.00	\$ 24.15	\$ 33,568.50
A-3	8	EA		Bollard and Foundation-Alt 1	\$ 2,000.00	\$ 16,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,400.00	\$ 11,200.00
A-4	8	EA		Bollard and Foundation-Alt 2	\$ 2,200.00	\$ 17,600.00	\$ 1,600.00	\$ 12,800.00	\$ 1,500.00	\$ 12,000.00
A-5	1	EA		Bridge, Furn, 105-Alt Concrete Deck	\$ 155,250.00	\$ 155,250.00	\$ 140,000.00	\$ 140,000.00	\$ 158,500.00	\$ 158,500.00
A-6	1	EA		Bridge, Constructed, 105-Alt Concrete Deck	\$ 53,000.00	\$ 53,000.00	\$ 57,000.00	\$ 57,000.00	\$ 72,000.00	\$ 72,000.00
A-5	1	EA		Bridge, Furn, 105-Alt Aluminum with Wood Deck	\$ 195,500.00	\$ 195,500.00	\$ 238,000.00	\$ 238,000.00	\$ 270,000.00	\$ 270,000.00
A-6	1	EA		Bridge, Constructed, 105-Alt Aluminum with Wood Deck	\$ 33,000.00	\$ 33,000.00	\$ 35,000.00	\$ 35,000.00	\$ 55,000.00	\$ 55,000.00
A-7	1	EA		Bridge, Furn, 105-Alt Aluminum with Synthetic Concrete Deck	\$ 195,500.00	\$ 195,500.00	\$ -	\$ -	\$ -	\$ -
A-8	1	EA		Bridge, Constructed, 105-Alt Aluminum with Synthetic Concrete Deck	\$ 33,000.00	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -
A-9	520	EA		Alternate 4" Conc. Sidewalk Site Preparation	\$ 10.00	\$ 5,200.00	\$ 7.00	\$ 3,640.00	\$ 1.50	\$ 780.00
A-10	3120	SFT		Alternate 4" Conc. Sidewalk	\$ 4.00	\$ 12,480.00	\$ 3.70	\$ 11,544.00	\$ 3.50	\$ 10,920.00
LA-1	7	EA		Quaking Aspen (Populus tremuloides) 1"	\$ 250.00	\$ 1,750.00	\$ 280.00	\$ 1,960.00	\$ 250.00	\$ 1,750.00
LA-2	9	EA		Quaking Aspen (Populus tremuloides) 1.5"	\$ 275.00	\$ 2,475.00	\$ 305.00	\$ 2,745.00	\$ 375.00	\$ 3,375.00
LA-3	11	EA		Quaking Aspen (Populus tremuloides) 2"	\$ 300.00	\$ 3,300.00	\$ 332.00	\$ 3,652.00	\$ 400.00	\$ 4,400.00
LA-4	142	EA		'Insantit' Red Osier Dogwood 'dwarf' (Cornus sericea 'Insantit')	\$ 20.00	\$ 2,840.00	\$ 15.00	\$ 2,130.00	\$ 52.85	\$ 7,504.70
Total Construction Cost					\$	\$ 919,537.75	\$	\$ 931,734.88	\$	\$ 1,193,258.34



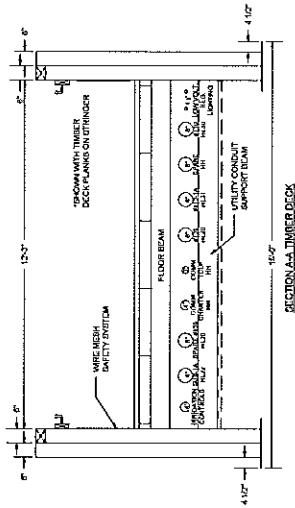
PROPOSED BRIDGE PLAN VIEW
SCALE: 1/4" = 1'



PROPOSED BRIDGE ELEVATION VIEW
SCALE: 1/4" = 1'



SECTION AA CONCRETE DECK
SCALE: 1/2" = 1'



SECTION AA TIMBER DECK
SCALE: 1/2" = 1'

NO.	DESCRIPTION	DATE	BY	CHK'D
1	ISSUED FOR REVIEW	11.14.2015		
2	REVISION DESCRIPTION			

CITY OF TRAVERSE CITY	
ENGINEERING DEPARTMENT	
400 BOARDMAN AVE	
TRAVERSE CITY, MI 49884	

DRAWING TITLE	
PINE ST PEDESTRIAN WAY PROJECT	
GENERAL PLAN OF STRUCTURE	

SCALE	N/A
DESIGNED BY	M. J. BROWN
DESIGNED TEL	
DRAWN BY	J. C. BROWN
DRAWN TEL	
APPROVED BY	
DATE	11.14.2015
PROJECT NO.	2015 0008

SHEET
4
OF 4 SHEETS



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 23, 2015
Subject: Tree Trimming for the West Side Transmission Line – Tree Trimming Services Agreement

As part of the West Side Transmission Line Project, tree trimming will be required in the Hickory Hills and Hickory Meadows area. The trimming required in this area falls outside the scope of work performed on a regular basis under the current Tree Trimming Services Agreement with Penn Line Services, Inc. due to the special restrictions for this project such as ingress, egress, equipment cleaning, utilization of matting, erosion and settlement control, etc. Bids were sought for this project and bidders were requested to attend a walkthrough of the area reviewing the scope of work on June 16, 2015.

As part of the bid request, bidders were asked to bid the approximate 1000' of line starting from Wayne Street working west to the low wetland area in two different ways:

Option 1 – Accessing the right-of-way through the gate located off of Randolph Street and chipping all debris and broadcasting the chips within the right-of-way (including wood) with a tracked wood processor.

Option 2 – Accessing the right-of-way without mechanical clearing equipment and manually cutting down trees/brush then cutting and stacking all debris in approximately 4' high windrows leaving all debris on-site.

Requests were sent out to six companies and bids were received as follows:

Bidder	Bid Price – Option 1	Bid Price – Option 2
Asplundh Tree Expert Co.	No Bid	No Bid
The Energy Group	No Bid	No Bid
Townsend	No Bid	No Bid
Nelson Tree Service	No Bid	No Bid
Penn Line Services, Inc.	\$132,000.00	\$145,000.00
NG Gilbert	No Bid	No Bid

Townsend and Nelson Tree Service submitted formal no-bid letters citing issues with the timeframe of the bid request and lack of a local presence at this time.

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

Staff is recommending trimming according to the specifications listed in Option 1. This provides the best option to clean up the right-of-way throughout the Hickory Meadows and Hickory Hills area in a manner that will be most efficient for the utility contractor that has to rebuild the line. This option is contingent upon the Recreation Authority Special Board Meeting scheduled for July 1, 2015. If their board votes to allow TCL&P to gain access to the right-of-way across the Hickory Meadows property, then TCL&P will be able to authorize trimming according to Option 1. If the Recreation Authority Board does not allow this access, TCL&P will need to authorize trimming according to the specifications listed in Option 2, which is cutting and leaving all debris on-site throughout the Hickory Meadows recreation area.

TCL&P has budgeted \$50,000 in the West Side Transmission Line Project for tree trimming in the Hickory Hills and Hickory Meadows area. The sole bid received from Penn Line Services, Inc. is 164%-190% above budget at \$132,000-\$145,000. The reason for such a gap between budgeted and bid price is based on the impact of the previously mentioned special restrictions that were unknown at the time of estimating the final budget.

Staff recommends selecting Penn Line Services, Inc. as they are the only bidder for the defined scope of work. If the Board is in agreement, the following motion is recommended:

MOVED BY _____, SECONDED BY _____,

THAT THE BOARD AUTHORIZE THE CHAIRMAN AND SECRETARY TO ENTER INTO A TREE TRIMMING SERVICES AGREEMENT FOR THE WEST SIDE TRANSMISSION LINE PROJECT WITH PENN LINE SERVICES, INC. IN THE NOT TO EXCEED AMOUNT OF \$145,000; SUBJECT TO APPROVAL AS TO FORM BY THE EXECUTIVE DIRECTOR AND APPROVAL AS TO FORM BY GENERAL COUNSEL.

FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE WORK ORDERS FOR SERVICES AND ADMINISTER AMENDMENTS AND CHANGE ORDERS THAT ARE IN THE BEST INTEREST OF THE LIGHT AND POWER DEPARTMENT.



Project Name: Tree Trimming for the West Side Transmission Line

BIDDER	BID SENT	BID SECURITY	TOTAL CONTRACTOR BASE BID PRICE OPTION 1	TOTAL CONTRACTOR BASE BID PRICE OPTION 2	REMARKS
Asplundh Tree Expert Co. 2255 Northway Drive Mt. Pleasant, MI 48858 Attn: Ray Schneider	6/5/2015	-	-	-	No Bid
The Energy Group 8837 Lyndon Detroit, MI 48238 Attn: Jennifer Townsend	6/5/2015	-	-	-	No Bid
P.O. Box 128 Parker City, IN 47368 Attn: Beth Henry	6/5/2015	-	-	-	No Bid (Formal Letter)
Neison Tree Service 3300 Office Park Drive Dayton, OH 45439 Attn: Mike Laughman	6/5/2015	-	-	-	No Bid (Formal Letter)
300 Scottdale Avenue Scottdale, PA 15683 Attn: Mike Mongell NG Gilbert	6/5/2015	NR	\$ 132,000.00	\$ 145,000.00	Low Bid
14520 Wuoksi Avenue Kaleva, MI 49645 Attn: Steven Carlson	6/5/2015	-	-	-	No Bid


This is to certify that at 10:00:00 AM on Tuesday, June 23, 2015, the bids tabulated herein were publicly opened and read.

Traverse City Light & Power

By: *Karla Myers-Beman*
Karla Myers-Beman, Controller



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
CC: Tim Arends, Executive Director
From: Kelli Schroeder, Manager of HR & Communications 
Date: June 25, 2015
Subject: Organizational Chart and Revised Administrative Position

Shortly after Mark Watson was hired in as Field Engineer in 2013, the Executive Director assigned supervision of the Electric System Operators to this position on a trial basis. The change was re-evaluated approximately eight months later and it was at that time that a determination was made to incorporate this job duty into the Field Engineer job description permanently.

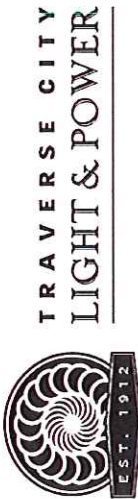
Staff is recommending that the title of this position be changed to Field Engineering Supervisor to officially capture the supervisory role that was added in 2014. This directly correlates with The Classification and Compensation System Update for Administrative Employees dated June 1, 2015, and the proposed update to the administrative employee wage scale that has been included in this Board packet as agenda item "e" for your review.

Both the Organizational Chart and job description have been included in your packet for your consideration of approval.

If after Board discussion you agree with staff's recommendation, the following motion would be appropriate:

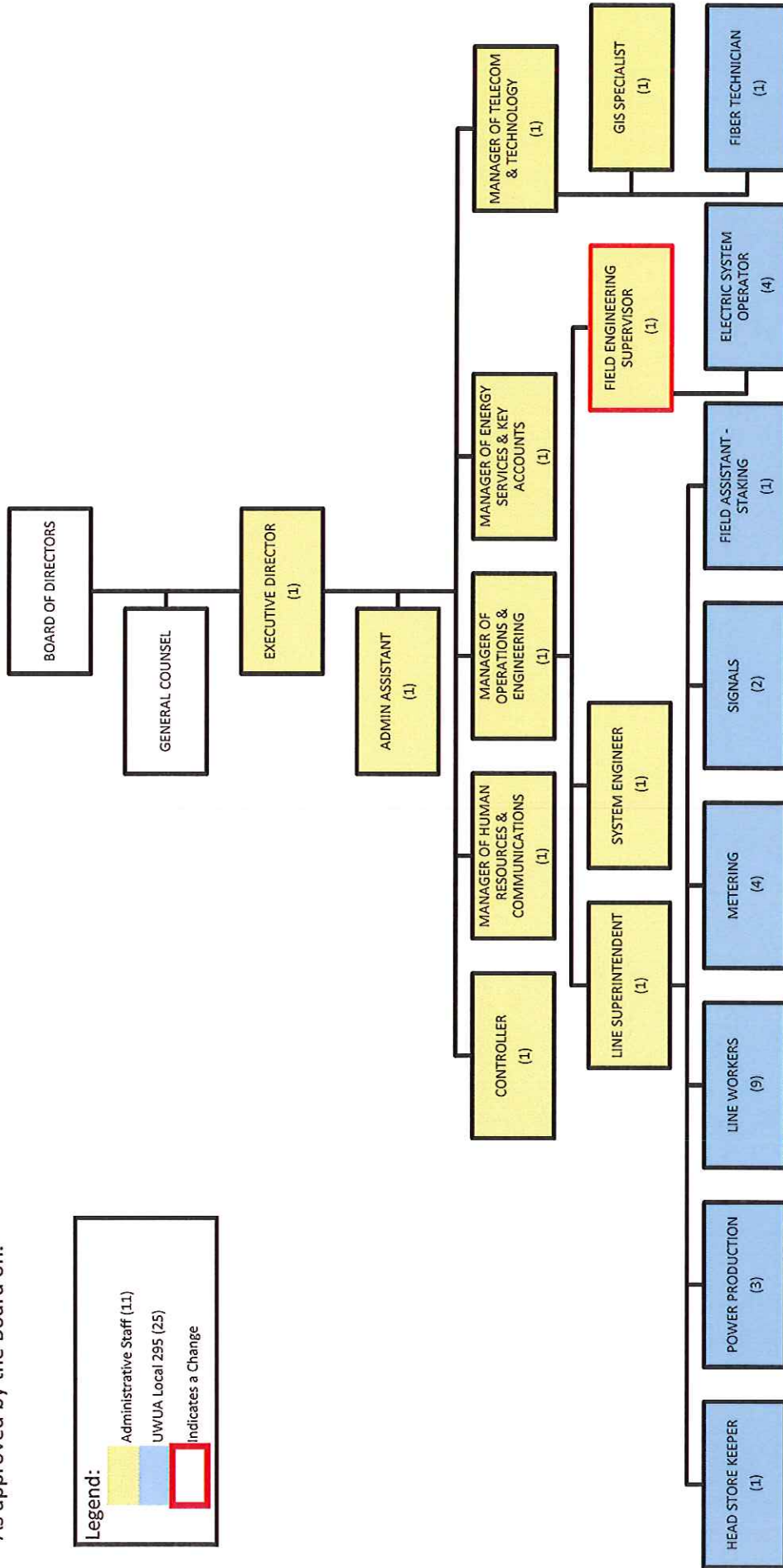
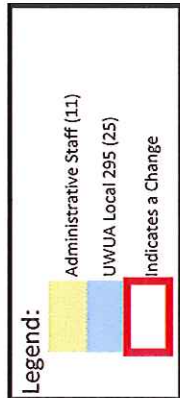
MOVED BY _____, SECONDED BY _____,

THAT THE BOARD APPROVES THE ORGANIZATIONAL CHART AND JOB DESCRIPTION FOR THE FIELD ENGINEERING SUPERVISOR AS PRESENTED.



Organizational Chart

As approved by the Board on:



TRAVERSE CITY LIGHT & POWER JOB DESCRIPTION

FIELD ENGINEERING SUPERVISOR

Supervised By: Manager of Operations & Engineering
Supervises: Electric System Operators

Position Summary:

Under the general direction of the Manager of Operations & Engineering, directs the mapping and facilities management functions of the Engineering Department. Responsible for creating and distributing accurate up-to-date mapping and informational databases; meeting with customers, developers, contractors and other agencies; designing new and upgraded services and developing material lists and cost estimates. Responsible for the direct supervision of the Electric System Operators.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Performs all functions necessary for the physical accounting of facilities constructed as part of the expansion of the distribution and transmission system.
2. Performs field staking of proposed projects and develops material lists for the projects, including estimating cost and construction time. Prepares and acquires necessary permits and easements.
3. Prepares and administers all phases of bid, award, contract and construction. Closely supervises contracted services; which may include tree trimming services.
4. Develops methods for capturing field data and providing it to persons responsible for updating electric distribution and transmission facilities maps. Audits and evaluates existing field data and maps to insure accuracy of existing infrastructure.
5. Develops data networks to provide access to system facilities databases and provides computer support for all service center functions. Fully utilizes software and hardware platforms.
6. Creates and maintains databases developed from the above systems to allow for the digital representation of system models for the planning of future facility expansion. Provides

analysis of the existing and future system models. Utilizes AutoCAD and ArcGIS to complete mapping tasks.

7. Supervises the day to day operations of the Electric System Operators.
8. Provides support and installation assistance for various systems such as SCADA, substation equipment, metering at TCL&P and customer facilities, or wherever technical support is needed.
9. Assists and works closely with the Manager of Operations & Engineering and Line Superintendent in daily operations.
10. Keeps abreast of changes in the electric utility industry through attendance at conferences and meetings, contacts with other professionals, reading literature and participating in professional organizations.
11. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Associate degree in engineering or computer science, plus three years experience in working with electrical distribution systems.
- State of Michigan Vehicle Operator's License.
- Working knowledge of electric distribution system design and layout.
- Working knowledge of National Electric Safety Codes, OSHA regulations, and other codes and regulations governing power distribution.
- Thorough knowledge of the principles and practices of electric generation and distribution.
- Thorough knowledge of utility system planning, operations and safety.
- Skill in designing and developing new electric connections and systems.
- Skill in utilizing a variety of electrical testing and control devices.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, contractors, other public utility professionals, customers and the public.

- Ability to use basic office equipment such as telephones calculator, photocopier, fax, personnel computer and software applications including word processing, spreadsheet, database, CAD and GIS.
- In addition to the above requirements, all positions require the ability to read, write, speak and understand the English language as necessary for the position; the ability to follow written and oral instructions and the ability to interact positively with other employees and members of the public. Employees are also expected to possess and maintain a record of orderly, law-abiding citizenship, sobriety, integrity and loyalty as it pertains to and reflects upon their employment. Employees must be physically and mentally able to perform the essential duties of their position without excessive absences.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to squat, stoop or kneel. The employee must occasionally lift and/or materials of moderate weight. The employee is regularly required to communicate in person and by telephone, read regular and small print, sit, use limited mobility in an office setting, use manual dexterity to type and enter data, and use sight to read and prepare documents and reports.

While performing the duties of this job, the employee regularly works both indoors and outdoors and regularly drives a motor vehicle between work sites. The employee may work near moving mechanical equipment. The noise level in the work environment varies from quiet to loud.

Employee Signature


Date

Kelli Schroeder, Human Resources Manager

Date



TRAVERSE CITY
LIGHT & POWER

To: Light & Power Board
CC: Tim Arends, Executive Director
From: Kelli Schroeder, Manager of HR & Communications 
Date: June 25, 2015
Subject: Updated Wage Scale - TCL&P Administrative Employees

As some of you may recall, a Classification and Compensation Study was completed for TCL&P administrative employees in June 2009. Through the evaluation of internal and external pay factors which included an analysis of all positions and a market survey distributed to thirteen comparable public sector utilities in Michigan, Indiana, Ohio and Wisconsin, the study resulted in a comprehensive pay system with a recommended grade structure and corresponding pay ranges for each classification.

Over the past six years, the utility has been annually adjusting the pay ranges to account for the cost of inflation using CPI-U, Midwest Region. However, staff felt it was time to undergo an update to the June 2009 study that would take into account position changes as well as changes in the overall labor market.

The Classification and Compensation System Update for Administrative Employees dated June 1, 2015 has been included in your packet for review. The suggested pay grades and ranges were based on surveys received from ten participating utilities in Michigan, Ohio and Wisconsin.

Staff is in agreement with the suggested pay grades and ranges specified in the report, with the exception of Grade 6, Manager of Operations & Engineering. At the April 14, 2015 meeting staff proposed and the Board approved adding a sixth level at a pay range of \$95,000 to \$125,000. These numbers were based on rationale that included APPA's 2014 Survey of Management Salaries, the fact that this position is now a combination of what used to be two separate full-time positions and our need to attract qualified candidates.

Staff is recommending that the attached updated administrative employee wage scale (ACT Group Salary Ranges) dated July 1, 2015 be approved which reflects recommendations of the June 2015 report as well as keeping the Grade 6 at a range of \$95,000 to \$125,000.

In addition to the above attachments, the June 2009 recommended pay grades and comparison wages have also been included for your review.

(MOTION ON FOLLOWING PAGE)

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 30, 2015

If after Board discussion you agree with staff's recommendation, the following motion would be appropriate:

MOVED BY _____, SECONDED BY _____,

THAT THE BOARD APPROVES THE UPDATED WAGE SCALE FOR TCL&P ADMINISTRATIVE EMPLOYEES AS PRESENTED.

Traverse City Light & Power
ACT Group Salary Ranges
 Effective July 1, 2015

Grade	Minimum	Midpoint	Maximum	Position
1	\$36,340	\$41,791	\$47,241	Administrative Assistant
2	\$52,539	\$60,420	\$68,301	GIS Specialist (Computer Systems) Manager of EO & Key Accounts
3	\$66,112	\$76,029	\$85,945	Field Engineering Supervisor System Engineer
4	\$71,803	\$82,574	\$93,345	Manager of HR & Communications Line Superintendant
5	\$80,560	\$92,644	\$104,728	Controller Manager of Telecom & Technology
6	\$95,000	\$110,000	\$125,000	Manager of Operations & Engineering

TRAVERSE CITY LIGHT & POWER



CLASSIFICATION AND COMPENSATION SYSTEM UPDATE FOR ADMINISTRATIVE EMPLOYEES

MUNICIPAL CONSULTING SERVICES LLC

MUNICIPAL CONSULTING SERVICES LLC

June 1, 2015

Ms. Kelli Schroeder, PHR
Manager of Human Resources & Communications
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

Dear Ms.Schroeder,

We have completed the update of the classification and compensation system for administrative employees for Traverse City Light & Power. This final report presents the results of the study as well as the documentation required to implement and maintain the classification and compensation system on an ongoing basis.

The report is organized in a series of sections and appendices as follows:

- Section I: Overview of the classification and compensation study;
- Section II: Results of the study and suggestions for implementation;
- Section III: Classification and compensation system maintenance;
- Section IV: Select employee benefits comparison;
- Appendix A: Market survey results;
- Appendix B: Suggested grade and salary structure with additional information;
- Appendix C: Summary of cash-based employee benefits comparison.

In summary, the study has resulted in a comprehensive pay system analysis based on fundamental principles of wage and salary administration. Major tasks in the study process have included:

- Review of individual position information;
- Development of a market survey and analysis of the resulting survey data;
- Establishment of internal ranking;
- Update of the pay grade structure and corresponding suggestions for implementation of a new compensation system.

Primary components of the completed pay system include:

- The development of a pay grade structure based on an evaluation of internal position requirements;
- Pay ranges that provide a basis for evaluating the current pay levels of employees;
- A sample progression schedule for moving employees through pay ranges;
- Comparative summary analysis of several select employee benefits;
- The data and information necessary for informed decision-making regarding pay and benefit levels for affected employees;

- A final report developed as a system that can be used for ongoing pay system administration.

We have appreciated the opportunity to assist Traverse City Light & Power in this important study. Should you have any questions related to this report please contact me at 734.904.4632.

Very truly yours,

A handwritten signature in cursive script that reads "Mark Nottley".

Mark W. Nottley, Principal
Municipal Consulting Services LLC

SECTION I

OVERVIEW OF THE CLASSIFICATION AND COMPENSATION STUDY

SECTION I

OVERVIEW OF THE CLASSIFICATION AND COMPENSATION STUDY

The classification and compensation analysis contained in this report has been designed specifically for non-represented employees of Traverse City Light & Power. It encompasses fundamental principles related to wage and salary administration and the proper evaluation of internal and external pay factors.

In the following subsections we provide information concerning the project approach, the results of the study and the components of the classification and compensation system that we are suggesting for administrative employees.

JOB ANALYSIS: THE FIRST MAJOR TASK

To accurately evaluate compensation, it is necessary to gain a strong working knowledge of each affected position. To accomplish this, we performed the following tasks:

- A variety of data was requested and reviewed including job descriptions, the current pay schedule and other information related to compensation and pay practices.
- Following job description review, all positions were discussed with the Manager of Human Resources and Communications; to assure a full understanding of each position including new duties assigned since the prior pay study.

MARKET SURVEY: DETERMINING PAY COMPARABILITY

We then designed and conducted a salary survey. This included the following tasks:

- The market comparables used in the 2009 study were used for the market survey (The list of market comparables is presented in Appendix A with supporting statistics.)
- A survey instrument was then developed which provided a description of each studied position and elicited information concerning wage levels and several select cash-based benefits.
- Completed surveys were received from ten participating utilities including:
 - Bay City Electric, Light and Power (MI)
 - Bowling Green Municipal Utilities (OH)
 - Coldwater Board of Public Utilities (MI)
 - Grand Haven Board of Power & Light (MI)
 - Kaukauna Utilities (WI)

- Manitowoc Public Utilities (WI)
- Marquette Board of Power & Light (MI)
- Marshfield Utilities (WI)
- Wyandotte Municipal Utilities (MI)
- Zeeland Board of Public Works (MI)

It should be mentioned that each organization surveyed in this study is unique in its own regard, with different organizational structures and alternative allocations of duties among employees. Further, not every employer delivers the same mix of services found in Traverse City Light & Power. Consequently, we have attempted to carefully scrutinize the assembled data and use only the information that is applicable to TCLP's positional pool. Qualifiers concerning the market data are included in the footnotes of particular exhibits and appendices.

Essentially, the focus of our market analysis has been to determine the likely job market for each of TCLP's positions. Our objective was to identify positions with similar responsibilities, requiring similar knowledge, skill and expertise. (See Appendix A for the market survey and all related materials.)

PAY STRUCTURE: DEVELOPING PAY GRADES AND SALARY RANGES

The market survey data (contained in Appendix A) provided the basis for developing a recommended grade structure and corresponding pay ranges for each classification (contained in Appendix B and discussed in Section II). Related to this:

- The grade structure organizes the classifications into six pay grades that contain the ten positions.
- Proposed salary ranges were developed from an analysis of the salary survey data. The ranges are designed to have midpoint values that approximate the reported average market levels. The widths of the pay ranges (i.e. 30%) are consistent with typical municipal range widths and are constant for all positions and grades.
- As later discussed, before being finalized, the pay ranges were increased by .7% to account for differences in fiscal years and prepare TCLP for July 1, 2015 (i.e. FY 2015-16) implementation. The increase of .7% represents the change in the CPI-U Midwest index for the previous calendar year.

OVERVIEW OF THE FOLLOWING SECTIONS OF THE REPORT

The suggested pay ranges are discussed in greater detail in the following Section II of the report along with approaches for implementation of the pay/grade structure and related pay system.

Section III of the report focuses on techniques for maintaining the pay system for ongoing use in the event that TCLP elects to adopt the suggested pay system.

Lastly, Section IV provides discussion regarding the comparison of several cash-based employee benefits. TCLP may find this information to be useful in evaluating the impact of employee benefits on total cash compensation. Survey results pertaining to benefits are summarized in a matrix in Appendix C of the report.

SECTION II

RESULTS OF THE STUDY AND SUGGESTIONS FOR IMPLEMENTATION

SECTION II

RESULTS OF THE STUDY AND SUGGESTIONS FOR IMPLEMENTATION

In regard to implementing the compensation study results, it is our policy to provide suggestions and supporting data for consideration, but not attempt to establish compensation policies for our clients. Adoption of the study's findings is a policy matter to be decided by TCLP which must consider financial and other policy constraints. Within this context we offer the following.

SUGGESTED PAY GRADES AND RANGES

As discussed in Section I, job analysis and market survey provide the basis for the suggested pay grades and ranges contained in Table 1 below. Midpoints are structured to reflect market averages, as determined by the market survey. The suggested grade and salary structure is also illustrated in Appendix B with information pertaining to point parameters and market averages.

*Table 1
Traverse City Light & Power
Suggested Pay Grades and Ranges*

Grade	Position	Recommended Ranges		
		Minimum	Midpoint	Maximum
1	Administrative Assistant	36,340	41,791	47,241
2	Computer Systems Specialist Manager of Energy Services and Key Accounts	52,539	60,420	68,301
3	Field Engineering Supervisor System Engineer	66,112	76,029	85,945
4	Manager of Human Resources and Communications Line Superintendent	71,803	82,574	93,345
5	Controller Manager of Technology and Telecommunications	80,560	92,644	104,728
6	Manager of Operations and Engineering	89,317	102,714	116,111

Ranges have been updated by .7% for July 1, 2015 implementation. .7% reflects year-to-year increase in the CPI-U Midwest for the prior calendar year.

Red indicates that the incumbent in the classification is currently paid above range maximum.

Green indicates that the incumbent in the classification is currently paid below range minimum.

In regard to the above, incumbent employees have salaries that are below, above or within the suggested salary ranges. These situations are discussed separately below.

An employee with wage level below the range minimum

An employee with a current wage level below the minimum of the suggested range is referred to as a “green circle.” in human resources terminology. There are two green-circled classifications; the Field Engineering Supervisor and the Manager of Human Resources and Communications.

It is suggested that that the green-circled positions be moved to at least the minimum of the range, thereby assuring consistent application of the developed pay system. Ultimately, the timing of this action (if at all) will be a Board decision considered within the context of compensation philosophy and ability-to-pay. The combined cost to move the two incumbents to the minimums of the suggested ranges would be \$10,432. This represents a 13.9% increase for the Field Engineering Supervisor and a 3.4% increase for the Manager of Human Resources and Communications over current pay levels.

An employee with current wage exceeding the range maximum

Conversely, employees who are above the maximum of the suggested range are termed to be “red circle”. There is also one incumbent in the group with this designation: the Line Superintendent.

One approach to red-circled positions is to simply deny any further pay increases until the employee’s wage falls within the adjusted range. Some public employers temper the denial of further pay increases by continuing to allow some type of annual increase. Options might include:

- Continuing to allow an annual across-the-board inflationary increase.
- Providing an annual across-the-board inflationary increase that is a one-time payment and not added to base compensation. This would freeze base wage until such time that the wage level falls within the pay range.

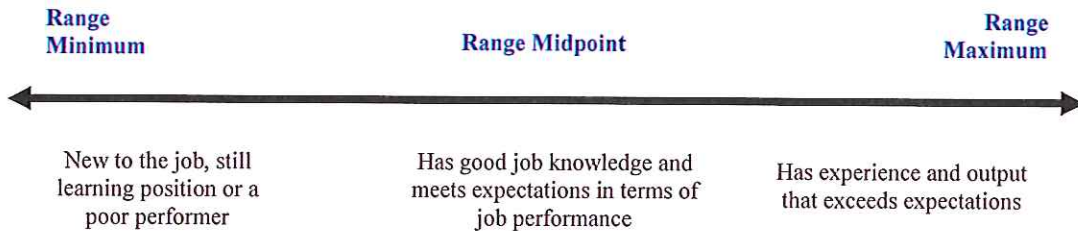
Employees with salaries falling within the range

The salaries of the other employees fall within the suggested salary ranges. Whether the wages of these employees should, or should not be adjusted, is an issue that TCLP must consider within the larger context of compensation philosophy. In our experience, organizations have widely differing philosophies concerning pay levels. As examples:

- Some organizations choose to maintain employee wages low in relation to the market; this approach typically encourages turnover.
- Other organizations seek to maintain the midpoint level of the market, thus providing compensation at an average level.
- Some organizations prefer to move employees through an established pay range over the course of employment, sometimes exceeding the market average as a means of rewarding longer-term job commitment and job knowledge.

In regard to the above, the continuum provided in Chart 1 illustrates how compensation levels within the suggested range may be considered with regard to job knowledge and expertise and how this is philosophically linked to the salary range. Understanding this concept may assist TCLP's Board in considering the rationale for a step system as later discussed.

Chart 1: Continuum of Job Competency



As seen in Chart 1, newer employees who are not functioning on a completely independent level or employees who are not sufficiently experienced may be appropriately placed at or near the range minimum.

Over time, training and experience on the job will typically lead to increased competency for most individuals. Employees will progressively move to the middle of the range, near the midpoint as job experience is acquired. As employees continue to acquire increased competency and value with passing years, they are rewarded with salaries toward the top of the range. The issue of range placement is further discussed below.

CURRENT RANGE PLACEMENT: A COMPA-RATIO ANALYSIS

With the adoption of a new pay structure the relative range position of each position incumbent can be illustrated. To assist TCLP in evaluating these changes, we have prepared additional information concerning the current range position of each employee. Table 2 below depicts the numerical relationship between employees' current salaries and suggested range midpoints.

Table 2
Traverse City Light & Power
Compa-Ratio Analysis

Position	Current Wage	Recommended Mid-Point	Compa-Ratio
Administrative Assistant	\$46,619	\$41,791	1.12
Manager of Energy Services and Key Accounts	\$56,826	\$60,420	0.94
Field Engineering Supervisor	\$58,053	\$76,029	0.76
System Engineer	\$68,765	\$76,029	0.90
Manager of Human Resources and Communications	\$69,430	\$82,574	0.84
Line Superintendent	\$93,850	\$82,574	1.14
Controller	\$86,986	\$92,644	0.94
Manager of Technology and Telecommunications	\$84,474	\$92,644	0.91
Manager of Operations and Engineering	\$94,536	\$102,714	0.92
Average of Group			0.94

A compa-ratio of less than one is below the range midpoint, or market average, and a number greater than one indicates a salary exceeding the midpoint. Table 2 shows that TCLP's employees are paid, on average, 94% of what their counterparts in comparable communities earn, or roughly 6% below the market average.

MOVING EMPLOYEES THROUGH THE RANGE

With market competitive pay ranges in place, TCLP will need to establish a plan for moving employees through the ranges over time. Two of the more common approaches for this are discussed below.

A Traditional Step System

A traditional step system provides a rational basis for determining salary adjustments and moving employees through the range over time, thereby acknowledging time on the job and increased proficiency. Should TCLP desire such a system, Table 3 (or some variation) could be utilized.

Table 3
Traverse City Light & Power
Traditional Step System – 13 Step Example

Grade	Min						Mid Point	Max					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1	\$36,340	\$37,248	\$38,157	\$39,065	\$39,974	\$40,882	\$41,791	\$42,699	\$43,607	\$44,516	\$45,424	\$46,333	\$47,241
2	\$52,539	\$53,853	\$55,166	\$56,480	\$57,793	\$59,107	\$60,420	\$61,733	\$63,047	\$64,360	\$65,674	\$66,987	\$68,301
3	\$66,112	\$67,765	\$69,417	\$71,070	\$72,723	\$74,376	\$76,029	\$77,681	\$79,334	\$80,987	\$82,640	\$84,292	\$85,945
4	\$71,803	\$73,599	\$75,394	\$77,189	\$78,984	\$80,779	\$82,574	\$84,369	\$86,164	\$87,959	\$89,754	\$91,549	\$93,345
5	\$80,560	\$82,574	\$84,588	\$86,602	\$88,616	\$90,630	\$92,644	\$94,658	\$96,672	\$98,686	\$100,700	\$102,714	\$104,728
6	\$89,317	\$91,549	\$93,782	\$96,015	\$98,248	\$100,481	\$102,714	\$104,947	\$107,180	\$109,413	\$111,646	\$113,879	\$116,111

The example step system shown in Table 3 contains thirteen steps (note: any number of steps could be used). This thirteen-step example allows for the reflection of range midpoints at Step 7 and provides a logical pattern of increases based on the suggested range widths. This step structure can be used with longevity or merit-based systems, or some combination of the two. Further, increases can be applied based on half- or quarter-step progression; full step increases are an option but not required.

When considering a step system, it may be helpful to think of it as a way to join job performance and competency in a position with the appropriate pay levels or step placement (as depicted previously in the continuum shown in Chart 1). For example, a new employee could be hired at the range minimum (Step 1), assuming labor market conditions permit. New hires will typically need time to become familiar with the organization and learn the nuances of the position. During this period a salary at or near the range minimum may be appropriate (Steps 1 through 4).

Conversely, if TCLP requires a highly experienced individual to fill a vacancy, and/or the labor market is tight, a new hire may command a salary at, or in excess of, the range midpoint. Essentially, each new hire should be considered individually – the range and steps are a guide to help structure this decision process.

Regardless of where an employee hires in, over time he/she will either master the job duties and perform with competency or leave TCLP's employ. If the former is the case, an appropriate salary level may be at or near the range midpoint (Steps 5 through 9). The range midpoint approximates market averages; therefore, competent employees with a sound working knowledge of the position should be able to command competitive salaries near this level. Related, TCLP may ultimately need to compensate employees near this level to remain competitive with the labor market – particularly in times of full employment.

The most exceptional performers, who are valued for their experience and work ethic, or who have expanded their responsibilities, may be rewarded with salaries above prevailing market rates, closer to the range maximum (Steps 10 through 13).

Though performance-based pay adjustments are the recommended approach to awarding pay increases, time-on-the-job will play a role to some extent. Competency in a position and significant contributions to the organization as a whole, usually come with time. While longevity

is not recommended as a primary factor in determining pay, it may prove useful in terms of assessing job knowledge and expertise.

An Open Range System

An alternative to the traditional step system is an open range approach. This system uses less formalized salary increases and is sometimes viewed as more flexible. With an open range system, salaries can be established or adjusted at any level within the appropriate salary range for individual position incumbents.

It should be noted that some believe this increased flexibility leaves the pay system more vulnerable to less consistent decision-making. TCLP should weigh its desire for flexibility against its need for accountability and consistency in deciding which system, traditional step or open range, would best meet organizational needs.

INTEGRATING A PERFORMANCE EVALUATION SYSTEM

Frequently, a performance evaluation process is integrated with the compensation plan to provide a more competitive basis for awarding salary increases beyond the annual cost of living increase.

With an evaluation tool, TCLP could assess each employee's level of job performance. Well-grounded compensation decisions could then follow. Examples of such integration are provided below using the implementation options presented above.

Using Performance Evaluation With a Traditional Step System

Should TCLP decide to use a traditional step system, an annual performance evaluation process could be incorporated to promote a merit-based range progression to achieving step increases. Using this approach, TCLP would need to determine the number of steps to be awarded based on each evaluation ranking.

For example:

Excellent:	1 step
Above Average:	3/4 step
Satisfactory:	1/2 step
Below Average:	0 step
Unsatisfactory:	0 steps

Using Performance Evaluation With an Open Range System

Should TCLP choose an open range approach, it is suggested that performance levels be assigned a percentage increase. Employees achieving a particular evaluation ranking would then have their base wage increased by the appropriate percentage.

For example:

Excellent:	2.00%
Above Average:	1.50%
Satisfactory:	1.00%
Below Average:	0.00%
Unsatisfactory:	0.00%

A Combined System

TCLP may wish to use a range progression system that rewards both longevity and merit. One way to achieve this would be to use automatic step increases initially (assuming satisfactory performance), with merit based progression after midpoint has been achieved.

For example:

New Hire	Step 1 (Range Minimum)
1 st Anniversary	Step 2
2 nd Anniversary	Step 3
3 rd Anniversary	Step 4
4 th Anniversary	Step 5
5 th Anniversary	Step 6
6 th Anniversary	Step 7 (Range Midpoint)

After year six, employees could then earn additional pay increases based on merit and performance factors, with the level of funding determined by TCLP in budget deliberations.

PLACING NEW EMPLOYEES

Original appointment to any position will ideally be made at the minimum rate of the suggested pay range. Advancement can then proceed through successive increases. However, each new hire will inevitably be unique, and may in fact represent a situation in which greater experience and expertise are objectives in recruitment. Moreover, a shortage may exist in the labor pool for some positions, thus dictating the need to offer a higher salary. Therefore, each new hire should be assessed individually and placed at a range level consistent with TCLP's needs and market

demands. In light of the competitive environment for some professional positions, we would suggest that TCLP retain a high level of latitude in assessing individual situations and new hires.

PLACEMENT OF EXISTING EMPLOYEES WITHIN THE NEW PAY GRADE STRUCTURE

The compa-ratio analysis contained in Table 2 provides information regarding the pay levels of each employee relative to the newly suggested salary range midpoints. Discussion concerning the treatment of red-circled and green-circled positions is also included.

Additionally, TCLP must determine what level of adjustments (if any) should be provided to other employees concurrent with the implementation of the new pay system. As mentioned, this is a budgetary and management issue that is not in our purview. However, we can offer the following explanation on a viable option that is available to TCLP if a step system is chosen.

More specifically, TCLP will need to align the wages of current employees with the step system. One common method would be to move each employee to the next highest step in their respective salary ranges. This will result in an initial pay increase that will vary from employee to employee depending on their current distance from the next highest step. However, it will be modest – representing no more than one step increase (i.e. 2.5%) and in most cases significantly less. The primary purpose of this approach is to establish the pay system and the relative positioning of each employee within a suggested step level within the new pay ranges. This could be done immediately or concurrent with the next wage adjustment cycle.

SECTION III
CLASSIFICATION AND COMPENSATION SYSTEM
MAINTENANCE

SECTION III

CLASSIFICATION AND COMPENSATION SYSTEM MAINTENANCE

A classification and compensation program, once designed and implemented, is not self-sustaining. It needs proper maintenance to continue to serve its purpose. Maintaining the program requires reviewing, adjusting and controlling salary structures so they continue to be effective. Key points are discussed below.

MAINTAINING THE PAY GRADE STRUCTURE

As a result of reorganization, new programs or changes in management procedures, new jobs may be established and the complexity of existing jobs may change.

For new positions, TCLP should define the particular duties of the position and create an accurate job description. For altered positions, differences like increased requirements for education and/or experience, an increase in the technical nature of the job, new requirements for a specialized skill, additional supervisory responsibilities or other significant changes could warrant a reevaluation of the grade assignment. A market study will help establish the financial impact of these changes.

UPDATING THE COMPENSATION PLAN

Economic conditions, the availability of people, and the prevailing labor market rates will all impact salary structures. To accurately reflect the labor market, the compensation plan must be reviewed and adjusted annually.

In this sense, pay adjustments will be a two-step process:

1. A general “across the board” adjustment to each pay range should be made to reflect inflationary or cost of living increases;
2. Individual-level adjustments based on steps and satisfactory performance should then be considered.

To adjust the pay plan, TCLP could consider utilizing the Consumer Price Index (CPI). Related, there are a number of CPI indices that are reported. TCLP should consider the CPI-U for the Midwest Region for the annual update. The first adjustment to the salary ranges has been made and is reflected in Table 1 and Appendix B. This adjustment of .7% reflects the change in the CPI-U Midwest index year over year for the previous calendar year. This action will update the salary ranges to the market for TCLP’s fiscal year beginning July 1, 2015.

As the system ages and operations and duties continue to evolve, the pay system will eventually need major update and revision. When this becomes apparent, a full study should be conducted

to check the adequacy of pay rates and the appropriateness of job descriptions. The typical life cycle of a pay plan is seven years if properly maintained.

SECTION IV

SELECT CASH-BASED EMPLOYEE BENEFITS COMPARISON

SECTION IV

SELECT CASH-BASED EMPLOYEE BENEFITS COMPARISON

In addition to pay data, some cash-based employee benefit information was also solicited from the utilities included in our survey grouping. The collected information (summarized in Appendix C) has not been utilized in developing the pay structure. Essentially, it is provided as supplementary information, which may assist Traverse City Light & Power in determining relative comparability. Benefits can generally be viewed as a compliment to the base salary. If benefit levels are generous, an organization may choose to maintain employees at a lower level of the pay range. In contrast, lower benefit levels may be offset by higher salaries.

For the benefits comparison, we have requested the surveyed utilities' administrative non-union offerings. In reviewing the benefits data (contained in Appendix C), we have noted the following:

LONGEVITY AND OTHER BENEFIT ISSUES

Longevity payments are found primarily in the public, as opposed to the private sector. The rationale for this compensation component is simply that tenure in the job increases job knowledge and capability and should be compensated. In this sense, longevity is closely linked to organized labor's philosophical position that pay should be based on seniority as opposed to the more discretionary notion of merit. As public sector entities have become more budget conscious over the prior two decades, elimination of longevity payments has been a frequent management objective.

Traverse City Light & Power does not provide this benefit. Only two of the ten utilities included in our market study provide longevity pay. Marquette Board of Light & Power has an annual payout ranging from \$325 to \$475 with a five-year minimum seniority. Zeeland Board of Public Works reports longevity pay ranging from \$500 to \$1,500 per annum also with a five-year minimum seniority.

RETIREMENT BENEFITS

Retirement plans are classified as either defined contribution (investment-based, variable) or defined benefit (traditional pension, fixed). Key findings pertaining to retirement benefits include the following:

- Eight of the ten surveyed utilities provide a defined benefit (DB) retirement program for employees as does Traverse City Light & Power. These traditional plans pay a fixed pension to eligible retirees. Employee-required contributions to these plans are difficult to average due to methods of reporting but the average appears to be roughly 5% of wage. Traverse City Light & Power does not require an employee contribution and also provides a potential IRS 457 employer contribution of up to 6%.

- Two of the utilities have defined contribution retirements. The DC plan is a “pay as you go” approach in which accrued liability and future pension obligations are avoided. As such, it represents a transparent and portable retirement option. The employer contribution averages 8% for the two utilities providing a DC plan.

HEALTH CARE PREMIUM COST SHARING

The specifics of health care coverage differ widely among employers and detailed comparison of health plans is a task that is beyond the scope of this engagement. However, premium cost sharing is one important factor that can be summarized.

Traverse City Light & Power requires a 30% premium cost sharing. This is higher than any of the surveyed utilities. Two require 20% and seven in total have a percentage-based requirement. Two have a fixed dollar amount and one (Coldwater Board of Public Utilities) has no premium cost sharing requirement.

OTHER CASH PERQUISITES

Other reported cash perquisites include cars, car allowances and bonuses. In regard to the latter, only Marquette Board of Light & Power reports an annual bonus program. Like Traverse City Light & Power, four of the ten utilities report car allowances or car use.

* * * * *

As noted, cash-based benefits can generally be viewed as a compliment to the base salary. If benefit levels are overly generous, an organization may choose to maintain employees at a lower level of the pay range. In contrast, lower benefit levels may be offset by higher salaries. For Traverse City Light & Power, in comparison to the survey group, there are some areas (such as health care cost sharing) where employees pay more. Conversely, retirement appears to be more generous than the average. On balance, there does not appear a level of difference that should significantly influence management decisions on base wage levels either negatively or positively.

APPENDIX A
MARKET SURVEY RESULTS

Appendix A-1
Traverse City Light & Power
Listing of Utilities Used as Pay Comparables

Utility	Customer Base	Revenue (in millions)	Employees
Traverse City Light & Power	12,400	36	38
Bay City Electric Light - Power	20,056	36	43
Bowling Green Municipal Utilities (OH)	14,653	51	-
Coldwater Board of Public Utilities	7,000	34	46
Grand Haven Light & Power	13,525	40	70
Kaukauna Utilities (WI)	14,900	65	57
Manitowoc Public Utilities (WI)	18,500	76	88
Marquette Board of Power and Light	17,000	36	75
Marshfield Utilities (WI)	13,000	40	44
Wyandotte Municipal Utilities	12,400	44	97
Zeeland Board of Public Works	6,200	27	23
AVERAGE OF OTHER UTILITIES	13,723	45	60

Dash indicates data not provided

Source: survey of listed entities

Appendix A-2
Traverse City Light & Power
Comparison of Market Wages

POSITIONS	Traverse City Light & Power	Market Average	Bay City Electric, Light and Power	Bowling Green Municipal Utilities	Coldwater Board of Public Utilities	Grand Haven Board of Light & Power	Kaukauna Utilities	Manitowoc Public Utilities	Marquette Board of Light & Power	Marshfield Utilities	Wyandotte Municipal Utilities	Zeeland Board of Public Works
Administrative Assistant	\$46,619	\$41,361	\$41,433	\$46,061	-	\$39,300	-	\$31,831	-	\$45,901	-	\$43,638
Computer Systems Specialist	-	\$60,020	\$50,752	\$59,196	-	\$68,500	\$53,768	\$66,100	-	\$61,805	-	-
Field Engineering Supervisor	\$58,053	\$70,663	-	\$79,268	-	-	-	\$66,600	\$72,630	\$64,470	-	\$70,346
Manager of Human Resources and Communications	\$69,430	\$79,838	-	-	-	\$85,200	\$91,200	-	\$91,070	\$51,882	-	-
Manager of Energy Services and Key Accounts	\$56,826	\$77,104	\$80,000	-	-	-	-	\$67,725	\$95,690	-	\$65,000	-
System Engineer	\$68,765	\$74,300	\$55,910	-	-	-	\$88,000	-	\$86,810	\$63,131	\$81,600	\$70,346
Manager of Technology and Telecommunications	\$84,474	\$80,258	\$82,419	\$73,819	\$79,652	-	\$98,300	\$74,050	\$81,950	\$71,619	-	-
Line Superintendent	\$93,850	\$86,018	\$81,538	\$84,635	\$94,037	\$93,400	\$93,900	\$74,100	\$89,410	\$77,870	\$92,250	\$79,040
Controller	\$86,986	\$91,788	\$94,300	\$73,819	\$82,723	\$86,300	\$123,700	\$95,085	\$96,190	\$81,979	\$92,000	-
Manager of Operations and Engineering	\$94,536	\$101,847	-	\$81,016	\$104,817	\$90,800	\$110,400	\$95,085	\$116,280	\$100,164	\$103,740	\$114,318

Notes:

Several Human Resources Directors have been eliminated from the comparison due to city-wide responsibility. Remaining highs and lows when averaged provide a representative near-midpoint outcome in our opinion. In establishing range level, the additional responsibilities associated with communications in TCL&P are also considered.

Comparative data for IT Directors is considered low in consideration of the duties assigned and envisioned for the TCL&P position.

Comparative data for Manager of Energy Services and Key Accounts is considered high for the position as TCL&P contracts some duties.

Qualifiers to the market data have been considered in developing and assigning pay ranges as specified in Appendix C.

Dash indicates no comparable position

Bold indicates midpoint of salary range.

Italics indicates conversion from hourly or average of multiple positions.

Source: survey of listed utilities.

APPENDIX B

**SUGGESTED GRADE AND SALARY STRUCTURE WITH
ADDITIONAL INFORMATION**

Appendix B
 Traverse City Light & Power
 Suggested Pay Grade Structure

Grade	Position	FY 2015 Wage	Market Average	Recommended Ranges		
				Minimum	Midpoint	Maximum
1	Administrative Assistant	\$46,619	\$41,361	36,340	41,791	47,241
2	Computer Systems Specialist	-	\$60,020	52,539	60,420	68,301
	Manager of Energy Services and Key Accounts	\$56,826	\$77,104			
3	Field Engineering Supervisor	\$58,053	\$70,663	66,112	76,029	85,945
	System Engineer	\$68,765	\$74,300			
4	Manager of Human Resources and Communications	\$69,430	\$79,838	71,803	82,574	93,345
	Line Superintendent	\$93,850	\$86,018			
5	Controller	\$86,986	\$91,788	80,560	92,644	104,728
	Manager of Technology and Telecommunications	\$84,474	\$80,258			
6	Manager of Operations and Engineering	\$94,356	\$101,847	89,317	102,714	116,111

Notes:

See notes on Appendix A-2 for qualifiers regarding some market data.

Ranges have been updated by .7% for July 1, 2015 implementation. .7% reflects year-to-year increase in the CPI-U Midwest year-to-year.

Red indicates that the incumbent in the classification is above range maximum.

Green indicates that at least one incumbent in the classification is below range minimum.

APPENDIX C

**SUMMARY OF CASH-BASED EMPLOYEE BENEFITS
COMPARISON**

Appendix C
Traverse City Light & Power
Classification And Compensation Study
Comparison of Key Cash-Based Benefits

Benefit Offering	Traverse City Light & Power	Bay City Electric, Light and Power	Bowling Green Municipal Utilities	Coldwater Board of Public Utilities	Grand Haven Board of Light & Power	Kaukauna Utilities	Manitowoc Public Utilities	Marquette Board of Light & Power	Marshfield Utilities	Wyandotte Municipal Utilities	Zeeland Board of Public Works
Do administrative employees receive longevity pay?	No	No	No	No	No	No	No	Yes	No	No	Yes
If yes, please list percentages or dollar amounts.	-	-	-	-	-	-	-	Range of \$325 (5-9 yrs.) to \$475 (30+ yrs.)	-	-	\$500 - \$1,500
Do you have a defined benefit (DB) plan? If so, do employees contribute to retirement?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
If yes, percentage required for DB plan.	0% for DB. Also have a 457 plan with a 6% employer maximum match.	4.5% for DB	Ohio State Retirement System 10%	0% for DB	6.5% contract employees 10.24% non-contract employees	Wisconsin retirement system - 6.8% employee contribution	50% of Wisconsin system required contribution	4.7% employer contribution to DC plan	50% of annual rate (currently 6.8% employee and 6.8% employer contribution)	10% employer contribution to DC plan	6% employer contribution to DC plan. 8% for higher seniority.
Do employees contribute to health care?	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
If yes, amount or percent per pay period.	30% (per 1st pay of the month)	20%	10% and a flat rate based on the employee's salary	None for base plan	5% for Core Plan 11% for Buy up Plan	12% of lowest cost health plan	\$120	Management \$36/\$67/\$77 Tier 1 Union \$24.50/\$44/\$50 Tier 2 Union \$30/\$56/\$64	10%	20%	16%
Do department heads receive bonuses, car allowances or other?	Yes	No	No	Yes	Yes	No	No	Yes	No	Yes	No

Appendix C
Big Rapids Charter City
Classification And Compensation Study
Comparison of Key Benefits (cont'd)

Benefit Offering	Traverse City Light & Power	Bay City Electric, Light and Power	Bowling Green Municipal Utilities	Coldwater Board of Public Utilities	Grand Haven Board of Light & Power	Kaukauna Utilities	Manitowoc Public Utilities	Marquette Board of Light & Power	Marshfield Utilities	Wyandotte Municipal Utilities	Zeeland Board of Public Works
If yes, please specify	\$200 car allowance	-	-	Unspecified car allowances	Car allowance or vehicle (General Manager, Distribution Superintendent, Distribution & Transmission Engineer, Director of Production)	-	-	Annual bonuses bases on extra projects/ performance. Car allowance \$200 (4 staff) to \$500 (Executive Director and Assistant Director)	-	No car allowances. Company vehicle if salaried.	-

Source: Survey of listed entities

TRAVERSE CITY LIGHT & POWER



CLASSIFICATION AND COMPENSATION STUDY

June, 2009



REHMANN ROBSON

Certified Public Accountants

**Traverse City Light And Power
Classification and Compensation System
Recommended Pay Grades and Ranges**

Grade	Position	Current Wage	Market Average	Recommended Ranges		
				Minimum	Midpoint	Maximum
1	Administrative Assistant	\$37,283	\$40,251	35,000	40,250	45,500
2	Field Engineering Supervisor	\$56,442	\$53,623	46,655	53,653	60,652
	Human Resources Specialist	\$53,468	\$53,305			
3	System Engineer	-	\$57,125	49,921	57,409	64,897
4	Line Superintendent	\$83,678	\$75,474	64,398	74,058	83,717
	Manager of Telecommunications Technology	\$70,007	\$72,435			
	Manager of Communications and Energy Services	\$72,072	\$72,370			
5	Energy Supply Manager	\$85,072	\$87,914	75,024	86,277	97,531
	Chief Engineer	\$94,162	\$85,239			
	Controller	\$77,709	\$85,544			
	Operations Manager	\$95,181	\$87,699			

Appendix B
Traverse City Light & Power
Comparison of Wages to Like Positions

Job Title	Traverse City Light & Power	Average of Comparables	Bay City Electric Light Power	Bowling Green Municipal Utilities (OH)	Coldwater Board of Public Utilities	Grand Haven Light and Power	Kaukauna Utilities (WI)	Logansport Municipal Utilities (IN)	Manitowoc Public Utilities (WI)	Marquette Board of Power and Light	Marshfield Utilities (WI)	Menasha Utilities (WI)	Peru Utilities (IN)	Wyandotte Municipal Services	Zeeland Board of Public Works	APPA 2008 Survey - Revenue of \$25-\$50 M.
Controller	\$77,709	\$85,544		\$88,899	\$89,958	\$84,000	\$99,600	\$93,000	\$77,000	\$81,660		\$70,446		\$79,451		\$91,429
Human Resource Specialist (FTE)	\$53,468	\$53,305		\$45,760		\$55,700	\$75,000	\$48,900		\$57,540	\$51,235		\$39,000			
Administrative Assistant	\$37,283	\$40,251	\$43,306	\$39,124	\$47,525	\$33,600	\$47,735	\$29,016	\$39,000		\$32,198	\$51,381	\$37,000	\$40,526	\$42,598	
Energy Supply Manager	\$85,072	\$87,914						\$75,000	\$95,000	\$86,640						\$95,014
Chief Engineer	\$94,162	\$85,239		\$83,100	\$83,200	\$87,000	\$88,500	\$93,000	\$94,000	\$74,430	\$80,756	\$86,777	\$73,000	\$85,000		\$94,100
System Engineer	-	\$57,125				\$51,000		\$63,250								
Field Engineering Supervisor	\$56,442	\$53,623			\$39,435		\$60,000	\$59,850	\$55,000	\$57,450	\$50,000					
Manager of Telecommunications	\$70,007	\$72,435	\$74,870	\$83,699				\$93,000	\$76,000			\$70,791		\$56,816		
Operations Manager	\$95,181	\$87,699			\$78,571	\$88,000	\$88,500	\$93,000	\$103,000	\$86,640			\$75,000	\$85,098	\$97,760	\$81,424
Line Superintendent	\$83,678	\$75,474	\$81,538	\$81,556	\$63,710	\$79,000	\$77,250	\$78,000	\$76,000		\$72,000	\$78,774	\$73,000	\$69,386		
Manager of Communications/Energy Svcs.	\$72,072	\$72,370														\$72,370

Average of Marketing Director, Communications Director and Director of Customer Services

NOTE: ABOVE POSITION TITLES ARE FOR SURVEY PURPOSES AND MAY NOT MATCH ACTUAL TOL&P TITLES

Source: Rehmann Robson survey



TRAVERSE CITY
LIGHT & POWER

To: Light & Power Board
From: Jessica Wheaton, Manager of Energy Services & Key Accounts
Date: June 22, 2015
Subject: 2015 Renewable Energy Biennial Filing

A handwritten signature in black ink, appearing to be 'JW', is written over the 'From:' line of the header.

Attached is the 2015 Renewable Energy Biennial Filing that was prepared by the Michigan Public Power Agency (MPPA) on behalf of Traverse City Light & Power (TCL&P). It is a requirement of Public Act 295 that the utility files an update plan every two years with the Michigan Public Service Commission (MPSC) that shows the utility will have enough renewable energy in its generation portfolio to meet the state mandate. The filing included in your packet covers program years 2016 and 2017, with a forecast through 2029. Because the future of Michigan's renewable energy portfolio standard is still unknown, the filing included in the packet is status-quo. TCL&P is currently meeting and exceeding the 10% renewable energy mandate and will continue to do so.

Before submitting the attached filing to the MPSC, TCL&P is required to offer an opportunity for the public to comment on the plan. Those comments will then be submitted with the plan. Although there is not a motion associated with this agenda item, I respectfully request that an opportunity for public comment be offered.

MPPA will file the attached report and minutes from today's meeting showing the opportunity for public comment with the MPSC on July 1, 2015.

TRAVERSE CITY LIGHT & POWER

RENEWABLE ENERGY PLAN U-16635

JUNE, 2015

- Based on this Renewable Energy Plan (REP) Traverse City Light & Power (City) will have the required Renewable Energy Credits (RECs) for the REP time period of 2015-2029 thereby complying with PA 295.
- The primary source of RECs is participation in the Michigan Public Power Agency (MPPA) Granger and North American Natural Resources (NANR) Projects. These projects will utilize landfill gas for electric power generation from a variety of locations in Michigan and possibly in neighboring states.
- The City also has a purchase agreement to obtain credits from Heritage's Stoney Corners Wind Farm.
- The City will have excess RECs to sell during various time periods throughout the REP planning period. Selling of RECs represents a source of income to the City which will reduce overall power supply costs. The cost per REC will be determined to a large extent by market forces in the Michigan REC market. This REP assumes the sale of some of the excess RECs keeping the balance in reserve.
- The City will comply with Section 45 of PA 295 which refers to methods of notification to customers charges, if any, for costs associated with its REP.
- The City had a pre-existing policy in place to develop and include renewable energy project costs with their power supply cost recovery, therefore, there are no incremental costs of compliance. If RECs were to be purchased at some point in the future then there would be an incremental cost of RECs for the additional RECs purchased and would be included in a surcharge accordingly.

	A	B	C	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1	TRAVERSE CITY																	
2																		
3	GRANGER																	
4				2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
5																		
6																		
7	NET GENERATION	MWH	***	8,082	9,641	9,615	9,615	9,615	9,641	9,615	9,615	9,615	9,641	9,615	9,615	9,615	9,641	9,615
8	CAPACITY	MW	***	1,024	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220
9																		
10	RENEWABLE ENERGY CREDITS																	
11	BASE GENERATION	RECS		8,082	9,641	9,615	9,615	9,615	9,641	9,615	9,615	9,615	9,641	9,615	9,615	9,615	9,641	9,615
12	ON-PEAK & MICH INCENT RECS	RECS	***	973	1,224	1,016	1,016	913	916	913	913	913	916	913	913	913	916	913
13																		
14	TOTAL	RECS		9,055	10,865	10,630	10,630	10,528	10,557	10,528	10,528	10,528	10,557	10,528	10,528	10,528	10,557	10,528
15																		
16																		
17	GRANGER UNIT COST	\$/ MWh		\$ 89.16	\$ 91.39	\$ 93.67	\$ 96.01	\$ 98.41	\$ 100.87	\$ 103.40	\$ 105.98	\$ 108.63	\$ 111.35	\$ 114.13	\$ 116.98	\$ 119.91	\$ 122.90	\$ 125.98
18	O & M	\$/ MWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	ADMIN	\$/ MWh		\$ 0.62410	\$ 0.63970	\$ 0.65570	\$ 0.67209	\$ 0.68889	\$ 0.70611	\$ 0.72377	\$ 0.74188	\$ 0.76041	\$ 0.77942	\$ 0.79890	\$ 0.81887	\$ 0.83935	\$ 0.86033	\$ 0.88184
20	WDS CHARGES	\$/ MWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	INCREMENTAL UNIT COST	\$/ REC		\$ 89.78	\$ 92.03	\$ 94.33	\$ 96.68	\$ 99.10	\$ 101.58	\$ 104.12	\$ 106.72	\$ 109.39	\$ 112.12	\$ 114.93	\$ 117.80	\$ 120.75	\$ 123.76	\$ 126.86
22	TOTAL INCREMENTAL COST	\$		\$ 725,604.83	\$ 887,219.11	\$ 906,914.89	\$ 929,587.76	\$ 952,827.45	\$ 979,323.89	\$ 1,001,064.34	\$ 1,026,090.95	\$ 1,051,743.23	\$ 1,080,990.33	\$ 1,104,987.73	\$ 1,132,612.42	\$ 1,160,927.73	\$ 1,193,211.06	\$ 1,219,699.70
23	WITH PILT	\$	1.04	\$ 754,629.02	\$ 922,707.87	\$ 943,191.48	\$ 966,771.27	\$ 990,940.55	\$ 1,018,496.84	\$ 1,041,106.92	\$ 1,067,134.59	\$ 1,093,812.96	\$ 1,124,229.95	\$ 1,149,187.24	\$ 1,177,916.92	\$ 1,207,364.84	\$ 1,240,939.51	\$ 1,268,487.69
24																		
25	INTERCONNECTION COSTS	\$	***	\$ 10,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	WITH PILT	\$	1.04	\$ 10,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27																		
28	GRANGER ENERGY COST	\$		754,629	922,708	943,191	966,771	990,941	1,018,497	1,041,107	1,067,135	1,093,813	1,124,230	1,149,187	1,177,917	1,207,365	1,240,940	1,268,488
29	GRANGER INTERCONN COST	\$		10,569	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	GRANGER TOTAL COST	\$		765,198	922,708	943,191	966,771	990,941	1,018,497	1,041,107	1,067,135	1,093,813	1,124,230	1,149,187	1,177,917	1,207,365	1,240,940	1,268,488
31																		
32	GRANGER TOTAL COST	\$/ MWH		\$ 94.68	\$ 95.71	\$ 98.10	\$ 100.55	\$ 103.07	\$ 105.64	\$ 108.28	\$ 110.99	\$ 113.77	\$ 116.61	\$ 119.52	\$ 122.51	\$ 125.58	\$ 128.72	\$ 131.93

	A	B	C	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1	TRAVERSE CITY																	
2	OTHER LANDFILL - ALL SITES																	
3																		
4				2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
5																		
6																		
7	NETGENERATION	MWH	***	2,402	3,085	3,077	3,077	3,077	3,085	3,077	3,077	3,077	3,085	3,077	3,077	3,077	3,085	3,077
8	CAPACITY	MW	***	0.390	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650	0.650
9																		
10	RENEWABLE ENERGY CREDITS																	
11	BASE GENERATION	RECS		2,402	3,085	3,077	3,077	3,077	3,085	3,077	3,077	3,077	3,085	3,077	3,077	3,077	3,085	3,077
12	ON-PEAK & MICH INCENT RECS	RECS	***	228	293	292	292	292	293	292	292	292	293	292	292	292	293	292
13																		
14	TOTAL	RECS		2,631	3,378	3,369	3,369	3,369	3,378	3,369	3,369	3,369	3,378	3,369	3,369	3,369	3,378	3,369
15																		
16																		
17	OTHER LANDFILL UNIT COST	\$/ kWh		\$ 78.00	\$ 79.95	\$ 81.95	\$ 84.00	\$ 86.10	\$ 88.25	\$ 90.46	\$ 92.72	\$ 95.04	\$ 97.41	\$ 99.85	\$ 102.34	\$ 104.90	\$ 107.52	\$ 110.21
18	O & M	\$/ kWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	ADMIN	\$/ kWh		\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.59	\$ 0.60	\$ 0.62	\$ 0.63	\$ 0.65	\$ 0.67	\$ 0.68	\$ 0.70	\$ 0.72	\$ 0.73	\$ 0.75	\$ 0.77
20	WDS CHARGES	\$/ kWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	INCREMENTAL UNIT COST	\$/ REC		\$ 78.55	\$ 80.51	\$ 82.52	\$ 84.59	\$ 86.70	\$ 88.87	\$ 91.09	\$ 93.37	\$ 95.70	\$ 98.09	\$ 100.55	\$ 103.06	\$ 105.64	\$ 108.28	\$ 110.98
22	TOTAL INCREMENTAL COST	\$		\$ 188,694.31	\$ 248,381.30	\$ 253,895.23	\$ 260,242.61	\$ 266,748.68	\$ 274,166.48	\$ 280,252.83	\$ 287,259.15	\$ 294,440.63	\$ 302,628.50	\$ 309,346.69	\$ 317,080.35	\$ 325,007.36	\$ 334,045.24	\$ 341,460.86
23	WITH PILT	\$	1.04	\$ 196,242.09	\$ 258,316.56	\$ 264,051.04	\$ 270,652.32	\$ 277,418.63	\$ 285,133.14	\$ 291,462.94	\$ 298,749.52	\$ 306,218.25	\$ 314,733.64	\$ 321,720.55	\$ 329,763.57	\$ 338,007.66	\$ 347,407.05	\$ 355,119.29
24																		
25	INTERCONNECTION COSTS	\$	***	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	WITH PILT	\$	1.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27																		
28	OTHER LANDFILL ENERGY COST	\$		\$ 196,242	\$ 258,317	\$ 264,051	\$ 270,652	\$ 277,419	\$ 285,133	\$ 291,463	\$ 298,750	\$ 306,218	\$ 314,734	\$ 321,721	\$ 329,764	\$ 338,008	\$ 347,407	\$ 355,119
29	OTHER LANDFILL INTERCONN COST	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	OTHER LANDFILL TOTAL COST	\$		\$ 196,242	\$ 258,317	\$ 264,051	\$ 270,652	\$ 277,419	\$ 285,133	\$ 291,463	\$ 298,750	\$ 306,218	\$ 314,734	\$ 321,721	\$ 329,764	\$ 338,008	\$ 347,407	\$ 355,119
31																		
32	OTHER LANDFILL TOTAL COST	\$/ MWH		\$ 81.69	\$ 83.73	\$ 85.82	\$ 87.97	\$ 90.17	\$ 92.42	\$ 94.73	\$ 97.10	\$ 99.53	\$ 102.02	\$ 104.57	\$ 107.18	\$ 109.86	\$ 112.61	\$ 115.42

	A	B	C	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1	TRAVERSE CITY																	
2	HERITAGE STONEY CORNERS WIND FARM																	
3																		
4				2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
5																		
6																		
7	NETGENERATION	MWH	***	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
8	CAPACITY	MW	***	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000	10.000
9																		
10	RENEWABLE ENERGY CREDITS																	
11	BASE GENERATION	RECS		27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
12	ON-PEAK & MICH INCENT RECS	RECS	***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13																		
14	TOTAL	RECS		27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000
15																		
16																		
17	STONEY CORNERS UNIT COST	\$/MWh	(a)	\$ 113.63	\$ 115.90	\$ 118.22	\$ 120.58	\$ 122.99	\$ 125.45	\$ 127.96	\$ 130.52	\$ 133.13	\$ 135.80	\$ 138.51	\$ 141.28	\$ 144.11	\$ 146.99	\$ 149.93
18	O & M	\$/MWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	ADMIN	\$/MWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	WDS CHARGES	\$/MWh		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	INCREMENTAL UNIT COST	\$/REC		\$ 113.63	\$ 115.90	\$ 118.22	\$ 120.58	\$ 122.99	\$ 125.45	\$ 127.96	\$ 130.52	\$ 133.13	\$ 135.80	\$ 138.51	\$ 141.28	\$ 144.11	\$ 146.99	\$ 149.93
22	TOTAL INCREMENTAL COST	\$		\$ 3,067,956.00	\$ 3,129,315.12	\$ 3,191,901.42	\$ 3,255,739.45	\$ 3,320,854.24	\$ 3,387,271.32	\$ 3,455,016.75	\$ 3,524,117.09	\$ 3,594,599.43	\$ 3,666,491.42	\$ 3,739,821.24	\$ 3,814,617.67	\$ 3,890,910.02	\$ 3,968,728.22	\$ 4,048,102.79
23	WITH PILT	\$	1.04	\$ 3,190,674.24	\$ 3,254,487.72	\$ 3,319,577.48	\$ 3,385,969.03	\$ 3,453,688.41	\$ 3,522,762.18	\$ 3,593,217.42	\$ 3,665,081.77	\$ 3,738,383.41	\$ 3,813,151.07	\$ 3,889,414.09	\$ 3,967,202.38	\$ 4,046,546.42	\$ 4,127,477.35	\$ 4,210,026.90
24																		
25	INTERCONNECTION COSTS	\$	***	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	WITH PILT	\$	1.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27																		
28	STONEY CORNERS ENERGY COST	\$		3,190,674	3,254,488	3,319,577	3,385,969	3,453,688	3,522,762	3,593,217	3,665,082	3,738,383	3,813,151	3,889,414	3,967,202	4,046,546	4,127,477	4,210,027
29	STONEY CORNERS INTERCONN COST	\$		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	STONEY CORNERS TOTAL COST	\$		3,190,674	3,254,488	3,319,577	3,385,969	3,453,688	3,522,762	3,593,217	3,665,082	3,738,383	3,813,151	3,889,414	3,967,202	4,046,546	4,127,477	4,210,027
31																		
32	STONEY CORNERS TOTAL COST	\$/MWH		\$ 118.17	\$ 120.54	\$ 122.95	\$ 125.41	\$ 127.91	\$ 130.47	\$ 133.08	\$ 135.74	\$ 138.46	\$ 141.23	\$ 144.05	\$ 146.93	\$ 149.87	\$ 152.87	\$ 155.93
33																		
34	FOOTNOTES:																	
35	(a) PPA has a fixed cost per MWh																	

TRAVERSE CITY

LFG Entitlement 8.13%

Baseline RECs	Used for Compliance in...			
	2012	2013	2014	2015
778	6,986	11,138	16,545	22,808

Total Credits	Yearly Addition		Required	Current Surplus (Deficiency)	Year-End Surplus (Deficiency)					Expired or Sold								
	2015	2016			2015	2016	2017	2018	2019		2020	2021	2022	2023	2024	2025	2026	2027
2015	174,476	23,686	32,297	32,297	64,102	55,491	2015	55,491	2015	55,491	2015	-	2015	-	2015	-	2015	-
2016	200,719	26,243	32,297	32,297	-	49,437	2016	49,437	2016	49,437	2016	-	2016	-	2016	-	2016	-
2017	226,718	25,999	32,297	32,297	-	43,139	2017	43,139	2017	43,139	2017	-	2017	-	2017	-	2017	-
2018	252,717	25,999	32,297	32,297	-	36,841	2018	36,841	2018	36,841	2018	-	2018	-	2018	-	2018	-
2019	278,614	25,897	32,297	32,297	-	30,441	2019	30,441	2019	30,441	2019	-	2019	-	2019	-	2019	-
2020	304,549	25,935	32,297	32,297	-	24,079	2020	24,079	2020	24,079	2020	-	2020	-	2020	-	2020	-
2021	335,446	30,897	32,297	32,297	-	22,679	2021	22,679	2021	22,679	2021	-	2021	-	2021	-	2021	-
2022	366,343	30,897	32,297	32,297	-	21,279	2022	21,279	2022	21,279	2022	-	2022	-	2022	-	2022	-
2023	397,240	30,897	32,297	32,297	-	19,879	2023	19,879	2023	19,879	2023	-	2023	-	2023	-	2023	-
2024	428,175	30,935	32,297	32,297	-	18,517	2024	18,517	2024	18,517	2024	-	2024	-	2024	-	2024	-
2025	459,072	30,897	32,297	32,297	-	17,117	2025	17,117	2025	17,117	2025	-	2025	-	2025	-	2025	-
2026	489,969	30,897	32,297	32,297	-	15,717	2026	15,717	2026	15,717	2026	-	2026	-	2026	-	2026	-
2027	520,866	30,897	32,297	32,297	-	14,317	2027	14,317	2027	14,317	2027	-	2027	-	2027	-	2027	-
2028	551,801	30,935	32,297	32,297	-	12,955	2028	12,955	2028	12,955	2028	-	2028	-	2028	-	2028	-
2029	582,698	30,897	32,297	32,297	-	11,555	2029	11,555	2029	11,555	2029	-	2029	-	2029	-	2029	-

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
2015													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Blanc	238	215	238	231	238	231	238	238	231	238	231	238	2,807
Orchard Hills	208	195	208	201	208	201	208	208	201	208	201	208	2,458
Venice Park	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Purchases/(Sales)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	1,864	1,787	1,864	1,836	2,055	2,021	2,055	2,055	2,021	2,055	2,021	2,055	23,686
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
2016													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	89	95	92	95	92	95	95	92	95	92	95	1,126
Brent Run West	36	33	36	35	36	35	36	36	35	36	35	36	422
Brent Run #3	191	178	191	185	191	185	191	191	185	191	185	191	2,252
Brent Run #4	104	97	104	101	104	101	104	104	101	104	101	104	1,229
Grand Blanc	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Orchard Hills	208	195	208	201	208	201	208	208	201	208	201	208	2,458
Venice Park	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Purchases/(Sales)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Current Vintage	2,206	2,129	2,206	2,167	2,206	2,167	2,206	2,206	2,167	2,206	2,167	2,206	26,243
Expired/Sold RECs													
2017													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	104	94	104	101	104	101	104	104	101	104	101	104	1,226
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,189	2,074	2,189	2,151	2,189	2,151	2,189	2,189	2,151	2,189	2,151	2,189	25,999
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Current Vintage	2,206	2,129	2,206	2,167	2,206	2,167	2,206	2,206	2,167	2,206	2,167	2,206	26,243
Expired/Sold RECs													
2018													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	104	94	104	101	104	101	104	104	101	104	101	104	1,226
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,189	2,074	2,189	2,151	2,189	2,151	2,189	2,189	2,151	2,189	2,151	2,189	25,999
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Current Vintage	2,206	2,129	2,206	2,167	2,206	2,167	2,206	2,206	2,167	2,206	2,167	2,206	26,243
Expired/Sold RECs													
2019													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	104	94	104	101	104	101	104	104	101	104	101	104	1,226
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,180	2,065	2,180	2,142	2,180	2,142	2,180	2,180	2,142	2,180	2,142	2,180	25,897
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
2020													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales	95	89	95	92	95	92	95	95	92	95	92	95	322,971
Baseline REC's	36	33	36	35	36	35	36	36	35	36	35	36	778
Required REC's	191	178	191	185	191	185	191	191	185	191	185	191	32,297
Brent Run #1	286	268	286	277	286	277	286	286	277	286	277	286	1,126
Brent Run West	191	178	191	185	191	185	191	191	185	191	185	191	422
Brent Run #3	95	89	95	92	95	92	95	95	92	95	92	95	2,252
Brent Run #4	286	268	286	277	286	277	286	286	277	286	277	286	1,126
Grand Blanc	191	178	191	185	191	185	191	191	185	191	185	191	3,378
Orchard Hills	286	268	286	277	286	277	286	286	277	286	277	286	2,252
Venice Park	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	3,378
Purchases/(Sales)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	(15,000)
Stoney Corners	2,180	2,104	2,180	2,142	2,180	2,142	2,180	2,180	2,142	2,180	2,142	2,180	27,000
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold REC's	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	25,935

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales	95	86	95	92	95	92	95	95	92	95	92	95	322,971
Baseline REC's	36	32	36	35	36	35	36	36	35	36	35	36	778
Required REC's	191	172	191	185	191	185	191	191	185	191	185	191	32,297
Brent Run #1	286	258	286	277	286	277	286	286	277	286	277	286	1,123
Brent Run West	191	172	191	185	191	185	191	191	185	191	185	191	421
Brent Run #3	95	86	95	92	95	92	95	95	92	95	92	95	2,246
Brent Run #4	286	258	286	277	286	277	286	286	277	286	277	286	1,123
Grand Blanc	191	172	191	185	191	185	191	191	185	191	185	191	3,369
Orchard Hills	286	258	286	277	286	277	286	286	277	286	277	286	2,246
Venice Park	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Purchases/(Sales)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Stoney Corners	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold REC's	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	27,000

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales	95	86	95	92	95	92	95	95	92	95	92	95	322,971
Baseline REC's	36	32	36	35	36	35	36	36	35	36	35	36	778
Required REC's	191	172	191	185	191	185	191	191	185	191	185	191	32,297
Brent Run #1	286	258	286	277	286	277	286	286	277	286	277	286	1,123
Brent Run West	191	172	191	185	191	185	191	191	185	191	185	191	421
Brent Run #3	95	86	95	92	95	92	95	95	92	95	92	95	2,246
Brent Run #4	286	258	286	277	286	277	286	286	277	286	277	286	1,123
Grand Blanc	191	172	191	185	191	185	191	191	185	191	185	191	3,369
Orchard Hills	286	258	286	277	286	277	286	286	277	286	277	286	2,246
Venice Park	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Purchases/(Sales)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Stoney Corners	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold REC's	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	27,000

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales	95	86	95	92	95	92	95	95	92	95	92	95	322,971
Baseline REC's	36	32	36	35	36	35	36	36	35	36	35	36	778
Required REC's	191	172	191	185	191	185	191	191	185	191	185	191	32,297
Brent Run #1	286	258	286	277	286	277	286	286	277	286	277	286	1,123
Brent Run West	191	172	191	185	191	185	191	191	185	191	185	191	421

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold RECs													

2024													
3-Year Avg Sales													
Baseline RECs													
Required RECs													
Brent Run #1	95	89	95	92	95	92	95	95	92	95	92	95	1,126
Brent Run West	36	33	36	35	36	35	36	36	35	36	35	36	422
Brent Run #3	191	178	191	185	191	185	191	191	185	191	185	191	2,252
Brent Run #4	95	89	95	92	95	92	95	95	92	95	92	95	1,126
Grand Blanc	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Orchard Hills	191	178	191	185	191	185	191	191	185	191	185	191	2,252
Venice Park	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Purchases/(Sales)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,521	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,935
Expired/Sold RECs													

2025													
3-Year Avg Sales													
Baseline RECs													
Required RECs													
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold RECs													

2026													
3-Year Avg Sales													
Baseline RECs													
Required RECs													
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Purchases/(Sales) (833)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	(10,000)
Stoney Corners	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Current Vintage													
Expired/Sold RECs													
2027													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales) (833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Purchases/(Sales) (833)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	(10,000)
Stoney Corners	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Current Vintage													
Expired/Sold RECs													
2028													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	89	95	92	95	92	95	95	92	95	92	95	1,126
Brent Run West	36	33	36	35	36	35	36	36	35	36	35	36	422
Brent Run #3	191	178	191	185	191	185	191	191	185	191	185	191	2,252
Brent Run #4	95	89	95	92	95	92	95	95	92	95	92	95	1,126
Grand Blanc	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Orchard Hills	191	178	191	185	191	185	191	191	185	191	185	191	2,252
Venice Park	286	268	286	277	286	277	286	286	277	286	277	286	3,378
Purchases/(Sales) (833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,521	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,935
Expired/Sold RECs													

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Purchases/(Sales) (833)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	(10,000)
Stoney Corners	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Current Vintage													
Expired/Sold RECs													
2029													
3-Year Avg Sales													322,971
Baseline RECs													778
Required RECs													32,297
Brent Run #1	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Brent Run West	36	32	36	35	36	35	36	36	35	36	35	36	421
Brent Run #3	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Brent Run #4	95	86	95	92	95	92	95	95	92	95	92	95	1,123
Grand Blanc	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Orchard Hills	191	172	191	185	191	185	191	191	185	191	185	191	2,246
Venice Park	286	258	286	277	286	277	286	286	277	286	277	286	3,369
Purchases/(Sales) (833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(833)	(10,000)
Stoney Corners	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	27,000
Current Vintage	2,597	2,483	2,597	2,559	2,597	2,559	2,597	2,597	2,559	2,597	2,559	2,597	30,897
Expired/Sold RECs													



**TRAVERSE CITY
LIGHT & POWER**



To: Northwestern Michigan College Board of Trustees
Traverse City Light & Power Board of Directors
From: Vicki Cook, Vice President of Finance and Administration, NMC
Tim Arends, Executive Director, TCL&P
Date: June 10, 2015
Subject: Joint Community Solar Project

For several months, staff at both Northwestern Michigan College (NMC) and Traverse City Light & Power (TCL&P) have been discussing the possibility of constructing a Community Solar Project, comparable to the one TCL&P and Cherryland Electric Cooperative (CEC) launched in 2013 – Michigan’s first Community Solar project. The project would be structured similarly to the original project where customers of TCL&P and CEC would be able to lease a solar panel from the array and receive a credit on their monthly utility bill based on the array’s generation. The unique part of this project is that it would utilize NMC student labor to install the solar panels.

Through initial discussions, the following project details have been drafted:

- Location: NMC Automotive Service Technology Building’s south lawn (2510 Aero Park Drive)
- Construction date: Spring 2016
- Class performing installation: EGY141 Solar Voltaic
- Solar array size: Approximately 100 panels
- TCL&P has the project listed in its 2015-16 capital improvements plan and, with TCL&P Board approval, could front the capital needed to build the project with the expectation that the utility would be fully reimbursed once the project is completely subscribed. After that time, NMC would assume ownership and maintenance of the array.

There are many factors that could result in the termination of the project including cost and community interest. In an effort to collect additional information and identify possible project roadblocks, staff at NMC and TCL&P will be doing the following in the coming months:

- Finalize the engineering and design of the project.
- Release an RFP for the purchase of project equipment (solar panels, inverters, concrete, racking, etc.) to determine actual project cost. The project cost will determine the per panel lease price for customers and, if that cost is not deemed to be attractive, the project could be tabled. The first Community Solar Project was able to take advantage of a federal 30% tax credit for a commercial solar installation, which resulted in a per panel lease price of \$470, less a \$75 per panel credit offered by the utilities. Unfortunately this project is unable to take advantage of the tax credit as there is not a for-profit entity participating. It is our hope that by utilizing student labor the savings will be enough to make the project economically feasible.
- If the project cost results are favorable, the utilities will begin soliciting customers to participate in the project. It has been suggested that the project be at least 50% subscribed prior to authorizing installation. If the utilities are not able to garner enough customer and community support, the project could be tabled.
- Enter into an agreement between NMC & TCL&P detailing the ownership transfer, net metering, and responsibilities of both parties in respect to this project.

The project appears to be a win-win for both NMC and the utilities in that NMC’s students will get hands on experience installing solar, along with adding another renewable energy demonstration site to the college’s portfolio, and the utilities are able to offer another opportunity for its customers to support renewable energy.