

A REGULAR MEETING

Of The

TRAVERSE CITY LIGHT AND POWER BOARD

Will Be Held On

TUESDAY, June 28, 2016

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.

Jennifer J. St. Amour
Administrative Assistant
1131 Hastings Street
Traverse City, MI 49686
(231) 922-4940 ext. 201

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

Posting Date: 06-24-16
2:00 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 Special Meeting of June 7, 2016. (Approval recommended) (p.4)
- b. Consideration of renewing a collection agency contract with Cadillac Accounts Receivable Management, Inc. (Approval recommended) (Henderson) (p.7)
- c. Consideration of authorizing a purchase order to RESCO in the amount of \$20,353.73 for materials for the Pole Replacement project. (Approval recommended) (Schimpke) (p.18)
- d. Consideration of approving a construction contract with Newkirk Electric for the Pole Replacement project. (Approval recommended) (Schimpke) (p.21)
- e. Consideration of approving a Use of Cellular Telephones & Other Electronic Devices policy. (Approval recommended) (Schroeder) (p.25)

Items Removed From Consent Calendar

- a.

3. Unfinished Business

None.

4. New Business

- a. Consideration of Orchard Heights Project Authorization request. (Schimpke) (p.29)
- b. Consideration of a cost of living increase from 1.5% to 2.5% for union employees. (Arends) (p. 32a.)

5. Appointments

None.

6. Reports and Communications

a. From Legal Counsel.

None.

b. From Staff.

1. Strategic Plan Update. (All Staff) (p.33)
2. Eighth Street Charrette Update. (Schimpke) (p.41)

c. From Board.

7. Public Comment

/js

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Special Meeting
Held at 5:15 p.m., Commission Chambers, Governmental Center
Tuesday, June 07, 2016

Board Members -

Present: Pat McGuire, Bob Spence, John Taylor, Tim Werner, Jan Geht, Jeff Palisin

Absent: Amy Shamroe

Ex Officio Member -

Present: Penny Hill, Assistant City Manager

Others: Karla Myers-Beman, W. Peter Doren, Kelli Schroeder, Scott Menhart, Peter Schimpke, Jennifer St. Amour

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

Item 2 on the Agenda being Consent Calendar

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

- a. Minutes of the Regular Meeting of May 24, 2016.
- b. BW-31 Project Authorization Request.
- c. Electric and Fiber Fund Budget and Capital Plan.
- d. That the Chairman and Secretary be authorized to enter into an agreement with the City of Traverse City to provide funding for the Garland Street Decorative lighting system in the amount of \$169,000.00, more or less. That the Executive Director be authorized to execute a purchase order to the Stress Crete Group in the not to exceed amount of \$41,650.00, more or less.
- e. 2016-2017 Insurance Renewal.

CARRIED unanimously.

Items Removed from the Consent Calendar

None.

Item 3 on the Agenda being Unfinished Business

None.

Item 4 on the Agenda being New Business

- a. Approval of wind purchase power commitment with Michigan Public Power Agency.

The following individuals addressed the Board:

Tim Arends, Executive Director
Patrick Bowland, MPPA
Brent Henry, MPPA
Karla Myers-Beman, Controller

The following individuals from the Public addressed the Board:

Kate Madigan, 400 Boughey St., ratepayer
Dave Petrove, 9988 Riley Rd., Interlochen, non-ratepayer
Eric Keller, 251 E. Tenth St., ratepayer

Moved by Taylor, seconded by Spence, the Board authorizes the designated member representative of the MPPA & TCL&P Energy Services agreement, the Executive Director, to sign MPPA's letter of authorization for the Wind Energy Purchase Power commitment.

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. High level discussion regarding large scale Solar generation as it pertains to TCL&P.

6:38 p.m. - John Taylor departed the meeting.

The following individuals addressed the Board:

Tim Arends, Executive Director
Patrick Bowland, MPPA
Brent Henry, MPPA

7:15 p.m. - Bob Spence departed the meeting.

The following individuals from the Public addressed the Board:

Greg Reisig, NMEAC, non-ratepayer
Ann Rogers, 1236 Peninsula Dr., ratepayer
Kate Madigan, 400 Boughey St., ratepayer

2. Presentation of third quarter financial report.

The following individuals addressed the Board:

Tim Arends, Executive Director

a. From Board

None.

Item 7 on the Agenda being Public Comment

a. General

No one from the public commented.

There being no objection, Chairman Geht declared the meeting adjourned at 7:19 p.m.

/js

Tim Arends, Secretary
LIGHT AND POWER BOARD

DRAFT



TRAVERSE CITY
LIGHT & POWER

To: Light & Power Board
CC: Tim Arends, Executive Director
From: James Henderson, Deputy Treasurer
Date: June 23, 2016
Subject: Collection Agency Agreement

Following a review of our vendor contracts, we noted that our agreement with our collections contractor Cadillac Area Receivables Management (henceforth C.A.R.M.) had expired as of January 2016. The City Treasurer's office has developed a productive working relationship with C.A.R.M. over the past several years. C.A.R.M. has proven effective and diligent in their collections efforts on the City's behalf as shown in the collection information subsequent to this memo. In addition, they have recently updated their software to enable our collections staff to review detailed activity logs for any of the various accounts for which they are engaging in collections activity. For these reasons we wish to re-engage them for another three-year period under the same terms as the prior agreement. A copy of the vendor agreement is included for your review. These terms are deemed acceptable by the City Treasurer's office.

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

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

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

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 28, 2016

The following is their proposed fee schedule:

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

This item is appearing on the Consent Calendar as staff deems it to be a non-controversial housekeeping matter, and recommends the Board to approve the execution of the agreement with Cadillac Area Receivables Management. 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 AUTHORIZE THE CHAIRMAN AND SECRETARY TO EXECUTE AN AGREEMENT WITH CADILLAC AREA RECEIVABLES MANAGEMENT FOR COLLECTION AGENCY SERVICES, SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND AS TO FORM BY GENERAL COUNSEL.

Traverse City Light & Power (
922-4432 BEN/KARLA
400 Boardman Ave
Traverse City, MI 49684
04/20/16

Accounts Inactive Subsequent
to Date of Initial Contract
with CARM

Date of Last Business:3/3/2016 #537

C.A.R.M. Stats

Total # Referred: 1,327 Collection %: 25%
Total \$ Referred: \$167,948.40
Average Account Balance: \$127
Total \$ Collected: \$42,520.69

52 Uncollectable Accounts for \$7,272.38

Total #/\$ Included in Bankruptcy: 21 /\$3,026.79
Total #/\$ Cancelled Per Client Request: 6 / \$930.89
Total #/\$ Deceased: 20 /\$2,552.50
Total #/\$ Incarcerated: 4 / \$518.02
Total #/\$ Past Statute of Limitations (6yrs): 1 / \$244.18

Avg Age 10.94

1,275 Collectable Accounts for \$160,676.02

Total \$ Collected: \$41,555.12 Collection % based Collectable Accounts: 26%

Good Phone/Good Address:492
Total \$ Referred: \$55,620.37
Total \$ Collected: \$17,733.36
% Collected: 32%

Bad Phone/Good Address:75
Total \$ Referred: \$10,098.19
Total \$ Collected: \$1,577.89
% Collected: 16%

Good Phone/New Address:336
Total \$ Referred: \$49,986.11
Total \$ Collected: \$13,669.08
% Collected: 27%

Bad Phone/New Address: 78
Total \$ Referred: \$11,389.83
Total \$ Collected: \$2,709.73
% Collected: 24%

Good Phone/Bad Address:208
Total \$ Referred: \$21,717.46
Total \$ Collected: \$3,391.20
% Collected: 16%

Bad Phone/Bad Address: 86
Total \$ Referred: \$11,864.06
Total \$ Collected: \$2,473.86
% Collected: 21%

TRAVERSE CITY LIGHT AND POWER
VENDOR AGREEMENT

THIS AGREEMENT made this ___ day of June, 2016, by and between TRAVERSE CITY LIGHT AND POWER, a Michigan municipal electric utility, of 1131 Hastings Street, Traverse City, Michigan, 49684, ("TCL&P"), and Cadillac Accounts Receivable Management, Inc, 1015 Wilcox Street, Cadillac, MI 49601, (the "Vendor");

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

Collection Services

and the Vendor wishes to furnish such technical and professional service to TCL&P and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein by reference.

- A. Request for Proposals/Bids, September 7, 2010; and
- B. Vendor's Proposal/Bid, October 12, 2010.

In the event of a conflict between language in these documents and this Agreement, this Agreement shall control.

2. Scope of Services. The Vendor shall provide services in accordance with and as set forth in the Agreement documents.

3. Compensation and Method of Payment. TCL&P shall pay to the Vendor when funds are collected and the Vendor agrees to accept as full compensation for services under this Agreement the following schedule of payments:

A. Full Collection Commission for Utilities	28%
B. Any collection account, regardless of age	28%
C. Small balance accounts below \$25.00	28%
D. Accounts requiring skip tracing	30%
E. Legal action accounts, client authorization required	40%
F. Accounts will be credit reported at no additional charge	N/A

4. Term. The term of this Agreement will be effective from the above date of the Agreement and for a period of three years.

5. Independent Contractor. The relationship of the Vendor to TCL&P is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct

itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of TCL&P or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Vendor to be a joint venture.

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to TCL&P, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and TCL&P. The rights of TCL&P are in addition and without prejudice to any other right TCL&P may have to claim the amount of any loss or damage suffered by TCL&P on account of the acts or omissions of the Vendor.

8. Indemnity. The Vendor shall indemnify and save harmless TCL&P, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Vendor or its employees, agents, servants and subcontractors. Losses include damages TCL&P may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor shall not be obligated to indemnify TCL&P for TCL&P's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by TCL&P in an action against them.

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

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

9. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to TCL&P. The policy shall contain endorsements stating that at least a 10-day notice will be given to TCL&P prior to termination or any change in the policy and shall provide an endorsement stating that TCL&P

has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to TCL&P.

A. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with TCL&P being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Automobile Liability. The Vendor shall acquire and maintain during the life of this Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

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

D. Commercial Crime. The Vendor shall maintain suitable commercial crime insurance and the Vendor shall provide a certificate of insurance to TCL&P upon execution of this Agreement.

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

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

12. TCL&P's Obligation. TCL&P shall provide the Vendor with all information currently available to TCL&P upon request of the Vendor. TCL&P shall designate a City employee to be TCL&P's representative for purposes of this Agreement.

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

14. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written

consent of TCL&P. Any assignment, subcontract or transfer of the Vendor's duties under this Agreement must be in writing.

15. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless TCL&P and the Vendor agree to modification in a particular case. The Vendor shall not subcontract unless agreed upon in writing by TCL&P.

16. 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.

17. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to TCL&P.

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

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

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

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

22. Termination.

A. For Fault. If TCL&P determines that the Vendor has failed to

perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, TCL&P may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned TCL&P by reason of the termination. This provision for termination shall not limit or modify any other right to TCL&P to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever TCL&P determines that termination of this Agreement in whole or in part is in the best interest of TCL&P or in the event that termination is required by any state or federal agency, TCL&P may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and TCL&P shall pay the commissions on collections until the date of such termination.

23. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, TCL&P may terminate this Agreement.

24. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by TCL&P in its sole discretion to be equivalent to the time of such delay. TCL&P may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by TCL&P, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by TCL&P as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

25. Interpretation. This Agreement shall be governed by the laws of the State of

Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

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

27. 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 claim shall be given to the other party 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.

28. Reuse of Documents. All documents and electronic files delivered to TCL&P are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to TCL&P shall become property of TCL&P upon completion of the work and payment in full of all monies due the Vendor. Copies of TCL&P-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by TCL&P to the Vendor are only for convenience of the Vendor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to TCL&P for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Vendor. Copies of documents that may be relied upon by TCL&P are limited to the printed copies (also known as hard copies) that are signed or sealed by the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor to TCL&P shall be in a compatible software format for use by TCL&P. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

29. Freedom of Information Act. The Vendor acknowledges that TCL&P may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to TCL&P to release any records or materials received by TCL&P as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*

Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

30. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

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

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

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

TRAVERSE CITY LIGHT AND POWER

By _____
Jan Geht, Chairman

VENDOR

By _____
Signature

APPROVED AS TO SUBSTANCE:

Timothy J. Arends, Executive Director

APPROVED AS TO FORM:

W. Peter Doren, General Counsel
Traverse City, Light & Power

Name and Title (print)



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Pete Schimpke, Manager of Operations and Engineering
Date: May 31, 2016
Subject: Pole Replacement Material Authorization

Staff decided to divide the Pole Replacement Project (“Project”) between in-house engineering and outside engineering to ensure completion by the projected end date. GRP Engineering, Inc. (“GRP”) is managing two of the seventeen overhead circuits where poles were classified to be replaced.

On April 20, 2016, staff reviewed solicited material bids for the portion of the Project that is being managed in-house. Two vendors submitted a bid, RESCO at \$20,797.71 and Power Line Supply at \$20,619.05. The bid was awarded to the lowest bidder, Power Line Supply, and approved by the Executive Director as the amount was within his spending authority.

On May 27, 2016, three bids were submitted, opened and reviewed for the portion of the Project being managed by GRP. The results of the GRP bid are as follows:

Vendor	Total
1. Irby	\$23,726.54
2. Power Line Supply	\$20,873.08
3. RESCO	\$20,353.73

Since the combined material amount is greater than the threshold of the Executive Director’s spending authority, staff is requesting Board authorization to accept the bid amount from RESCO in the amount of \$20,353.73, and recommends the Board authorize the issuance of a purchase order for the materials.

Attached for your review is GRP’s letter recommending RESCO.

This item is appearing on the Consent Calendar as it is deemed by staff to be a non-controversial item. 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 NEXT PAGE)

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 28, 2016

MOVED BY _____, SECONDED BY _____, THAT THE
BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER TO
RESCO IN THE AMOUNT OF \$20,353.73 FOR MATERIALS TO BE USED FOR THE POLE
REPLACEMENT PROJECT.

May 31, 2016
15-0809.01

Mr. Pete Schimpke
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: CD21 & CD30 Pole Replacement
Material Bid Evaluation & Recommendation**


Dear Pete:

GRP Engineering, Inc. has completed our evaluation of the material quotes received for the CD21 & CD30 Pole Replacement Project. Of the three material vendors invited to bid, all responded with complete quotations. Request for quotations included the requirement that all material be palletized and marked accordingly with the project name.

<u>Vendor</u>	<u>Electrical</u>
RESCO	\$20,353.73
Power Line Supply	\$20,873.08
Irby	\$23,726.54

GRP Engineering, Inc. recommends that TCL&P accept the material quotation from RESCO for the CE21 & CD30 Pole Replacement 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



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Peter Schimpke, Manager of Operations and Engineering
Date: June 17, 2016
Subject: Pole Replacement Project – Construction Contract

Staff decided to divide the Pole Replacement Project (“Project”) between in-house engineering and outside engineering to ensure completion by the projected end date. GRP Engineering, Inc. (“GRP”) is managing two of the seventeen overhead circuits where poles were classified to be replaced.

On June 1, 2016, three bids were received, opened and reviewed for the portion of the Project being managed by GRP. The results of the GRP bid are as follows:

Contractor

- | | |
|---------------------------|--------------|
| 1. CC Power, LLC | \$143,962.00 |
| 2. Kent Power | \$159,391.65 |
| 3. Newkirk Electric, Inc. | \$109,282.00 |

GRP Engineering, Inc. (“GRP”) has evaluated the bids for the construction contractor and recommends Newkirk Electric, Inc., low bidder at \$109,282.

GRP has advised staff that the low bidder is acceptable and has the ability and resources to complete the project. Attached is GRP’s letter recommending Newkirk Electric, Inc. for your review.

Staff concurs with GRP’s recommendation to accept the bid from Newkirk Electric, Inc. in the amount of \$109,282 and recommends the Board authorize the Executive Director to execute a construction agreement with Newkirk Electric Inc. in the amount of \$109,282 for the Pole Replacement Project.

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 CHAIRMAN AND SECRETARY TO EXECUTE A
CONSTRUCTION AGREEMENT IN THE AMOUNT OF \$109,282 WITH NEWKIRK
ELECTRIC, INC. FOR THE POLE REPLACEMENT PROJECT IN THE AMOUNT
OF \$109,282; SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE**

FOR THE LIGHT & POWER BOARD MEETING OF JUNE 28, 2016

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.

June 1, 2016
16-0809.01

Mr. Pete Schimpke
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686

**RE: CD21 & CD30 Pole Replacement
Contractor Bid Evaluation & Recommendation**

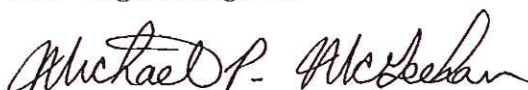
Dear Pete:

GRP Engineering, Inc. has completed reviewing the bids submitted on June 1, 2016 for construction of the CD21 & CD30 Pole Replacement Project. Of the four contractors solicited for bids, three (3) bids were received. Newkirk Electric, Inc. submitted the low bid for the project in the amount of \$109,282.00. A complete bid tabulation is attached to this letter.

Newkirk Electric, Inc. has submitted a complete and conforming bid. GRP Engineering, Inc. sees no reason not to accept their bid in the full amount for this project.

Please contact me should you have any questions regarding this evaluation.

Sincerely,
GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: Traverse City Light & Power
Mr. Tim Arends

BID TABULATION

OWNER:
TRAVERSE CITY LIGHT & POWER
 1131 HASTINGS STREET
 TRAVERSE CITY, MI 49686

CD21 & CD30 POLE REPLACEMENT

ENGINEER:
GRP ENGINEERING, INC.
 459 BAY STREET
 PETOSKEY, MI 49770

BIDDERS	TOTAL CONTRACTOR BASE BID PRICE	REMARKS
CC Power P.O. Box 2028 Kalkaska, MI 49646	\$143,962.00	
The Hydaker-Wheatlake Company 420 N. Roth Street Reed City, MI 49677		No Bid
Kent Power 90 Spring St Kent City, MI 49330	\$159,391.65	
Newkirk Electric, Inc. 1875 Roberts Street Muskegon, MI 49442	\$109,282.00	Low Bid

This is to certify that at 11:00a.m., local time on Wednesday, June 1, 2016, the bids tabulated herein were publicly opened and read.

GRP Engineering, Inc.

By: 

Michael P. McGeehan, P.E.



TRAVERSE CITY
LIGHT & POWER

To: Light & Power Board
CC: Timothy Arends, Executive Director
From: Kelli Schroeder, Manager of HR & Communications
Date: June 23, 2016
Subject: Policy - Use of Cellular Telephones & Other Electronic Devices

Since January 12, 2012, TCL&P has had an Executive Order in place that addressed the use of cellular telephones which was the result of a new rule adopted by the Department of Transportation (DOT) that prohibited drivers covered by DOT's regulations from using hand-held mobile devices while driving. Included in your packet for review is an updated policy that expands the current executive order to include other electronic devices as well as use that goes beyond the DOT regulations.

Also included in your packet is Executive Order #2012-001, *Use of Cellular Telephones*, for your reference.

Staff recommends that the Board approve the proposed policy. This item is appearing on the Consent Calendar as it is deemed by staff to be a non-controversial item. Approval of the 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, the item 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 USE OF CELLULAR TELEPHONES & OTHER ELECTRONIC DEVICES POLICY AS PRESENTED WITH AN IMMEDIATE EFFECTIVE DATE.

Light and Power Department
City of Traverse City, MI
Adopted:

USE OF CELLULAR TELEPHONES & OTHER ELECTRONIC DEVICES

This Policy is applicable to the Traverse City Light and Power Department (TCL&P) and covers all administrative and bargaining unit employees, part-time employees and temporary/seasonal employees.

Purpose

The *Use of Cellular Telephones and Other Electronic Devices* Policy provides TCI.&P employees clear, concise, and easy to follow rules regarding the use of a cell phone or other electronic device during working hours, operating personal vehicles when conducting company business, and when driving company vehicles during non-work hours, in order to increase employee safety and decrease company liability.

Policy

Use of cellular telephones and other electronic devices will adhere to the following:

- All employees are prohibited from operating a cellular telephone or other electronic device while driving in a Company vehicle at any time.
- All employees are prohibited from operating a cellular telephone or other electronic device while driving their personal vehicles while conducting Company business.
- Authorized employees, such as a Manager, Superintendent, Supervisor, System Engineer, Lead or Line Worker In-Charge, who are authorized to carry a company cell phone or other electronic device, shall ensure they use the phone or device in a safe manner during the course of their work.
- For non-authorized employees, cell phones or other electronic devices must be turned off before the start of an assigned work task and stored in a safe place. At no time during the duration of the work task shall an employee use a cell phone or other electronic device or have one on their person unless they have been authorized to do so. Example of work tasks include, but are not limited to, all line work (live and non-live), substation work, meter work and switching.
- Notifications of personal emergencies when use of these devices is prohibited are to be directed towards the designated Supervisor, Lead or Line Worker In-Charge through the Electric System Operators. Company cell phone numbers can also be dispersed for direct contact.

Failure to adhere to these rules will result in discipline up to and including termination of employment. In addition, under federal law, the Department of Transportation (DOT) prohibits commercial drivers covered by DOT regulations from using hand-held mobile devices while driving. Violations of these regulations constitute “serious traffic violations” that can result in stiff monetary penalties and commercial driver status disqualification.

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

Supersedes EO #2012-001, *Use of Cellular Telephones*, dated January 12, 2012

**TRAVERSE CITY LIGHT & POWER
OFFICE OF THE EXECUTIVE DIRECTOR**

USE OF CELLULAR TELEPHONES EO #2012-001

TITLE: USE OF CELLULAR TELEPHONES

EFFECTIVE DATE: January 12, 2012

PURPOSE: This Executive Order is to establish a clear, concise, and easy-to-follow rule for employees which will minimize company liability and maximize employee safety while using company vehicles regarding cellular telephone use while driving.

The U.S. Department of Transportation (DOT) adopted a new rule ("Rule"), effective as of January 3, 2012, prohibiting commercial drivers covered by the DOT's regulations from using hand-held mobile devices while driving. The Rule permits commercial drivers to communicate by cellular telephones equipped with hands-free devices. The Rule carries stiff penalties for commercial driver violators (up to \$2,750) for each offense. A violation constitutes a "serious traffic violation" and if a driver gets two or more such citations the driver may be disqualified from commercial driving. In addition, employers that require their commercial drivers to use hand-held cellular telephones and/or that do not prohibit hand-held cellular telephone use while driving may be cited for violation of the Rule and fined up to \$11,000 per violation.

POLICY: Traverse City Light & Power employees are prohibited from operating a cellular telephone while driving in a Company vehicle at any time. In addition, employees are prohibited from operating a cellular telephone while driving their personal vehicles while conducting company business.

Violation of this Executive Order will subject an employee to disciplinary actions up to and including termination.

Edward E. Rice

Edward E. Rice
Executive Director



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Pete Schimpke, Manager of Operations and Engineering
Date: June 23, 2016
Subject: Project Authorization Request – Orchard Heights Overhead-to-Underground Conversion Phase 1 Project

Staff has prepared a packet of information and is requesting authorization from the TCL&P Board for staff to proceed with the development, design and construction of the Orchard Heights Overhead-to-Underground Conversion Phase 1 Project. This project was approved in the TCL&P Six Year Capital Improvements Plan.

Staff will be available and prepared to answer any questions regarding the project.

Staff recommends Board approval of the project authorization for the Orchard Heights Overhead-to-Underground Conversion Phase 1 Project and seeks the necessary board approvals for expenditures in order to complete the project in calendar year 2016.

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

**MOVED BY _____, SECONDED BY _____, THAT THE
BOARD APPROVE AS PRESENTED THE ORCHARD HEIGHTS OVERHEAD-TO-
UNDERGROUND CONVERSION PHASE 1 PROJECT AND DIRECTS STAFF TO SOLICIT
CONSTRUCTION BIDS AND MATERIAL QUOTES FOR THE BOARD'S CONSIDERATION
OF APPROVAL.**



Date of Board Presentation/Consideration: June 28, 2016

Budgeted in Capital Plan: Yes CIP: \$650,000

Objective: Target Completion date of November 15, 2016

Project Name: Orchard Heights Overhead-to-Underground Conversion: Phase 1

Project Description:

This project is Phase 1 of a larger overall project to replace approximately 25 spans of 13.8 kV overhead power lines, low voltage secondaries and associated devices and equipment with 7,500 feet of underground cable and associated underground material and equipment. This project affects 31 Traverse City Light & Power (TCL&P) customers. The project location involves the areas starting at Eastern Avenue going north along Eastwood Avenue to East Orchard Drive then going east/north to the intersection of East Orchard Drive and Sterling Road. Please refer to the attached map.

Selection Method:

This project was actually identified a couple years ago before the Project Priority Matrix initiative was launched. The primary driver for this project is to move inaccessible back lot lines out to roadways and convert overhead-to underground. This driver is the same as for the Highland Park project completed a couple years ago.

Project Purpose and Necessity:

Many years of being exposed to ice, wind, rain, and snow have left this section of the Parsons-32 circuit in need of repair plus the lines have become very inaccessible due to vegetation and customer backyard property improvements. While poles, wires, and other pieces of equipment continue to deteriorate, the risk of poles and wires falling on the ground continues to increase -- posing a public safety concern. In addition, more interruptions of service to our customers will occur with longer durations.

Project Benefits:

The Distribution Circuit Rehabilitation of the Orchard Heights area will:

- Improve public safety.
- Improve customer service by reducing outages as well as duration of outages.
- Reduce energy needs by reducing losses in older and smaller conductors.
- Reduce maintenance costs associated with emergency repairs.



Other Alternatives:

Do nothing. Customer satisfaction will decline as the number of outages along with the duration of outages will eventually climb as time passes on. Maintenance costs will increase as more money will be spent on emergency repairs. There will be no conservation of energy since the smaller and older conductors will continue to cause higher line losses as compared to installing new larger conductors.

Timing of Project:

TCL&P currently has 27 distribution circuits and several will require at least one half-to-one full year of reconstruction in the coming years. This Overhead-to-Underground Conversion Project is the next step in the progression of timely upgrades on the various circuits which will provide for greater system reliability and increased customer satisfaction.

Cost Estimate:

Materials	\$ 218,000
Contract Labor	\$ 328,000
Contingency (15%)	\$ 82,000
<u>Engineering & Admin. & Construction Inspections</u>	<u>\$ 44,000</u>
Total	\$ 672,000

Financing Method:

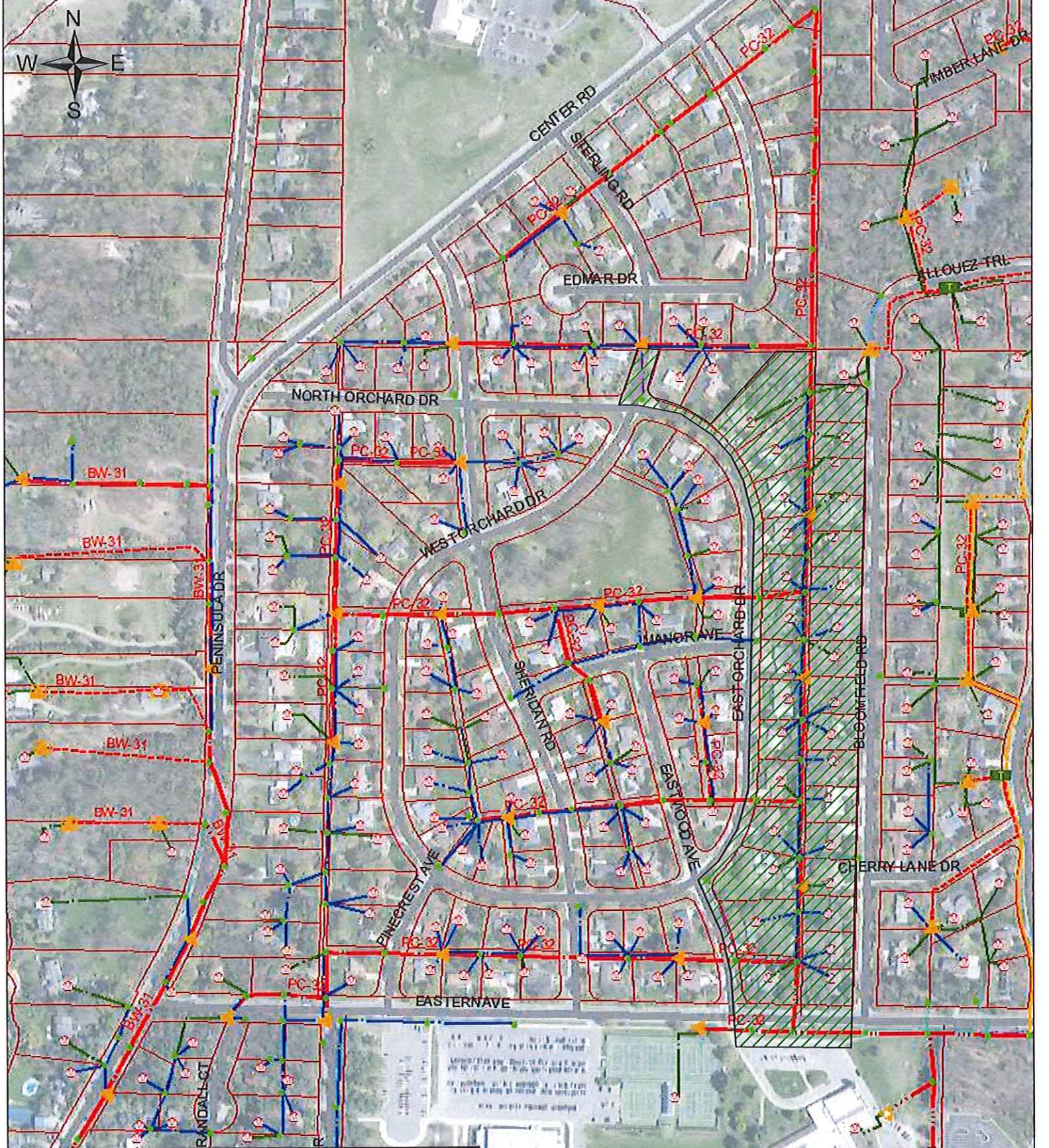
Cash from TCL&P fund balance and as planned for in the six year Capital Plan. Bonding will not be required.

Impact on O&M Expenses:

A reduction in annual maintenance costs associated with normal maintenance and emergency repairs will occur as well as a reduction in the number of outages.

Staff Recommendation:

Staff recommends the TCL&P Board approval of the Overhead-to-Underground Conversion of Phase 1 of the Orchard Heights Project and all necessary expenditures in order to increase the safety and reliability of our distribution service in this area.



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ORIGIN DATE:
6/21/2016

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CHECKED BY:	AREA MAP
SCALE	



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Tim Arends, Executive Director
Date: June 24, 2016
Subject: Request of Cost of Living Increase

Before you is a request to change the cost of living increase for TCL&P union employees from the 1.5% contractual amount per the union agreement to 2.5%.

The reasons for this request are:

1. Recently, the utility had an employee retire and another employee will be retiring in less than a month. In expectation of these retirements, the utility posted a journeyman position approximately two months ago to fill one of the expected vacant positions. To date there has been no applications submitted. It is staff's thought the reasoning for no applications received is because the utility wages are not competitive enough with the other regional utilities to draw applicants for jobs.
2. Within the last month the utility had an employee accept a job position with another regional utility with knowledge of another two to three employees considering employment options with these regional utilities or other employers. It is once again expected the hourly wage may be a drawing factor for the reason in change of employment.
3. If the utility were able to prevent employees from leaving the utility there would be additional costs savings that are not easily quantifiable or measured such as the time and effort in recruiting, impact on organizational productivity, cost of training new employees on the utility's operations and system, and the impact on employee morale.

Staff is proposing the TCL&P Board approve the request of cost of living increase from 1.5% per the Union contract to 2.5% starting July 1, 2016 for one fiscal year. This change will result in an increase of the 2016-17 budget of approximately \$22,000.

Additionally, this is one of the Board's past strategic goals focused on recruitment and retention. In order to be effective in this area, the utility should be competitive in the wages it offers.

If after Board discussion you agree with staff's recommendation, staff recommends that the following motion be adopted:

MOVED BY _____, SECONDED BY _____,

THAT THE BOARD APPROVED TO INCREASE THE ANNUAL COST OF LIVING

INCREASE FOR UNION EMPLOYEES FROM 1.5% PER THE UNION CONTRACT TO 2.5%

BEGINNING JULY 1, 2016 FOR ONE FISCAL YEAR.

Strategic Planning

Quarterly Update – June 2016



TRAVERSE CITY
LIGHT & POWER

Investing Our Energy In You



Financial Stability

- ❑ **ENHANCE QUARTERLY FINANCIAL REPORTING TO THE BOARD AND PUBLIC.**
- ❑ **REVIEW CURRENT WORKPLACE FLOWS FOR EFFICIENCY ENHANCEMENT THROUGH NEW DEVELOPED PROCESS AND PROCEDURES THAT WILL PROVIDE A PROPER PLANNING ENVIRONMENT AND EXECUTION PROCESS FOR UTILITY PROJECTS.**



Power Supply Strategy

- **INVESTIGATE GENERATION OPPORTUNITIES THAT COMPLEMENT THE POWER SUPPLY MIX.**



System Reliability & Power Quality

- **ANNUALLY REVIEW, ENHANCE AND DEVELOP SYSTEM MAINTENANCE PROGRAMS ENSURING AVERAGE SERVICE AVAILABILITY INDEX (ASAI) REMAINS ABOVE 99.970%.**
- **ASAI is the ratio of the total number of customer hours power was on compared with 100% availability. Through June 5th ASAI was 99.990%.**
- **Major efforts underway to improve reliability include the Pole Replacement Project, the re-building of Barlow Circuit 31 (BW-31), and the Orchard Heights OH-to-UG conversion Project.**



System Reliability & Power Quality

- **DEVELOP A RATING SYSTEM TO PRIORITIZE CAPITAL SYSTEM IMPROVEMENTS, TO BE UPDATED ANNUALLY.**
- **This rating system (Matrix) will assist in the capital planning process.**
- **The Matrix is about 90% completed and primarily focuses on the condition of poles, 3-year average SAIDI (interruption durations/# customers served), accessibility of equipment, public and line crew safety improvement, conductor capacity during normal and emergency conditions, and more.**
- **Currently updating outage statistics and adding in new circuits, identifying candidate projects such as overhead-to-underground conversions and the rebuilding of overhead circuits.**



Technology

- ❑ **ENHANCE VIDEO SECURITY MONITORING AT TCL&P'S FACILITY BY SPRING OF 2016.**
- ❑ **SAFEGUARD THE UTILITY FROM CYBER THREATS TO STAY CURRENT WITH INDUSTRY STANDARDS.**



High Quality Workforce

- **CONTINUE TO PROMOTE EMPLOYER AND WORKER AWARENESS OF, COMMITMENT TO, AND INVOLVEMENT WITH SAFETY TO EFFECT POSITIVE CHANGE IN THE WORKPLACE CULTURE THROUGH COOPERATIVE EFFORTS AND STRONG LEADERSHIP.**



Customer Satisfaction

- ❑ **ENHANCE THE UTILITIES COMMUNICATIONS EFFORTS AND COMMUNITY INVOLVEMENT BY IMPLEMENTING THE COMMUNICATIONS STRATEGY.**
- ❑ **THE UTILITY WILL BEGIN TO FORMULATE A PLAN TO ADDRESS THE EVOLVING NEEDS OF ITS CUSTOMER.**
- ❑ **CONTINUALLY EVALUATE AND IMPLEMENT SERVICES FOCUSED ON ASSISTING THE UNIQUE NEEDS OF THE UTILITY'S KEY ACCOUNT AND CRITICAL SERVICES CUSTOMERS.**



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Pete Schimpke, Manager of Operations and Engineering
Date: May 27, 2016
Subject: Eighth Street Charette

Staff attended the internal kick off meeting for the Eighth Street Planning and Design Charrette with Farr Associates and City department heads on March 16, 2016 where the following various items were discussed:

- Types of lighting fixtures used currently within the City's street light system, and the potential use of dimmable lights to allow for dark sky environment and LED lights.
- Ability to provide fiber to the premise for this corridor or an extension of the WIFI system from the downtown area.
- Ability of undergrounding TCL&P's lines. (The utility lines in this area, specifically, from Woodmere Avenue to Boardman Avenue, are primarily fed from the alley north of the Eighth Street and the road immediately south of Eighth Street, Station Street. TCL&P crosses the street at a few intersections on Eighth Street. For the remaining part of Eighth Street (west of Boardman Avenue), TCL&P's line comes south down Boardman Avenue and heads west on Eighth Street, then onto Lake Street to Cass Street on the North side of the street.)

Additionally, staff attended meetings on Tuesday and Thursday of the Eighth Street Planning and Design Charrette week in April. During these meetings, the discussion built on the items discussed at the internal kick-off meeting:

- Style type of lighting fixtures, poles and arms that will be used for this corridor.
- The color temperature of the lights and the use of dimmable lights for the dark sky environment.
- The current funding policy and engineering/design process for street lights with reference made to TCL&P's current Decorative Lighting Policy.
- Undergrounding the lines at the Eighth Street Bridge and analyzing the best route and extent of undergrounding those lines along with placement of the underground equipment. Staff responded that further analysis would have to be completed and most likely, preliminary at this point, it would be recommended if the lines were to be undergrounded at the bridge that it would extend and tie into the underground end point from the Pine and State Street project to allow for a continuous underground line. (The reason this is a preliminary recommendation, is typically it is not good engineering practice to be overhead, then underground for a short period of time and then overhead again. This creates a potential for an area to be more susceptible to lightning strikes.)
- Any other utility conflicts such as relocation of poles would be handled on a case by case basis.

Staff is looking forward to working with the City as the Eighth Street plans are finalized and a formal request is provided to TCL&P as to the direction/participation the utility will have in this project.