

Notice
City of Traverse City and Charter Township of Garfield
Recreational Authority Board of Directors
Study Session

7:00 p.m.

Thursday, January 16, 2014

2nd Floor Large Meeting Room, Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684

Posted: 1-13-14

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

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

Recreational Authority Board of Directors
Matthew Cowall, Executive Director
324 Munson Avenue
Traverse City, MI 49686
(231) 929-3696 TDD: (231) 922-4412
<http://www.ci.traverse-city.mi.us>
mcowall@liaa.org

Agenda

Roll Call.

1. Review of received proposals for adaptive reuse of Building 221 at Historic Barns Park. (Matt Cowall)
2. Public Comment.
3. Adjournment.

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The City of Traverse City and Charter Township of Garfield

Communication to the Recreational Authority

FOR THE STUDY SESSION OF JANUARY 16, 2014

DATE: MONDAY, JANUARY 13, 2014

FROM: MATT COWALL, EXECUTIVE DIRECTOR

SUBJECT: REVIEW OF RECEIVED PROPOSALS FOR ADAPTIVE REUSE
OF BUILDING 221 AT HISTORIC BARNS PARK

The full RFP solicitation is attached for reference. Please bring the copies of the proposals you received in your January 8, 2014, packet. If you need a new copy of anything, just let me know before Thursday night.

K:\recreationalauthority\packetcommunications\20140116.docx

The City of Traverse City and Charter Township of Garfield
Recreational Authority

324 Munson Avenue
Traverse City, MI 49686
(231) 929-3696

November 4, 2013

The City of Traverse City and Charter Township of Garfield Recreational Authority (the Authority) will receive **sealed proposals** in the Office of the Executive Director, c/o LIAA, 324 Munson Avenue, Traverse City, Michigan, 49686, until **December 18, 2013, at 2 p.m.** for the following:

Adaptive Reuse of Building 221 at Historic Barns Park

If the specifications are obtained from the Authority's website at <http://www.ci.traverse-city.mi.us/boards-and-commissions/108-recreational-authority-board>, it is the **sole responsibility of the applicant** to check the website for updates and addendums prior to submittal.

A pre-proposal conference will be held at 2 p.m. on Tuesday, November 12, 2013, at Building 221, Historic Barns Park, 1500 Red Drive, Traverse City, Michigan (just north of the intersection of Silver Lake Road and Silver Drive). Attendance is not required but is encouraged.

The Authority reserves the right to accept or reject any or all proposals, waive irregularities, and to accept proposals either on an entire or individual basis that is in the best interest of the Authority. The Authority accepts no responsibility for any expense incurred by the applicant in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the applicant.

You must indicate on the outside of the sealed envelope that the package is for the "Proposal - Adaptive Reuse of Building 221." Please submit two (2) original copies of your proposal with one copy being unbound, along with an electronic copy (PDF preferred).

Proposals must be submitted to the Executive Director's office prior to the above-indicated time and date or they will not be accepted. Telefaxed or Email proposals will not be accepted.

Please note that if you have previously submitted an informal proposal, you will still need to submit a sealed proposal prior to the date and time specified above in order to be considered.

If you have any questions, please contact Matt Cowall, City of Traverse City and Charter Township of Garfield Recreational Authority Executive Director, at (231) 929-3696 or mcowall@liaa.org before the proposal is submitted. Email communication is preferred.

Please Submit Proposals to:

City of Traverse City and Charter Township of Garfield Recreational Authority
c/o LIAA
324 Munson Ave
Traverse City, MI 49686

November 4, 2013

REQUEST FOR PROPOSALS
ADAPTIVE REUSE OF BUILDING 221 AT HISTORIC BARNs PARK

Issued by

The City of Traverse City and Charter Township of Garfield Recreational Authority
c/o Matt Cowall, Executive Director
324 Munson Avenue
Traverse City, Michigan 49686
Phone: 231-929-3696
Fax: 231-929-3771
Email: mcowall@liaa.org

PART I

PROJECT REQUIREMENTS

I-1 Background and Purpose

The City of Traverse City and Charter Township of Garfield Recreational Authority (“Recreational Authority”) has issued this Request for Proposals (RFP) to solicit proposals from community organizations for the adaptive reuse of Building 221 in Historic Barns Park at the Grand Traverse Commons.

The Grand Traverse Commons is the largest mixed-use historic redevelopment effort in the nation. The Commons is the campus of the former Traverse City State Hospital, a nationally significant site that has some of the most notable historical structures in northern Michigan. Through extensive and ambitious public and private partnerships, the Commons is being transformed into a unique micro-community of residences, businesses, schools and preserved open space.

Historic Barns Park is 56 acres of rolling meadows, woodlots and wetlands in the southwest corner of the Commons, a sea of green located in the heart of northern Michigan’s most populated urban center. Once the agricultural production area for the former State Hospital, the park is dominated in its center by its namesakes, two large barns that have come to be known as the Cathedral Barn and the Historic Barn. Guided by an extensive public visioning process and buoyed by broad community support, Historic Barns Park is itself being reborn as a one-of-a-kind public space with activities to promote agriculture, horticulture, arts, community events and recreation.

A total of five smaller farm buildings are also planned for adaptive reuse, including Building 221. In 2004, local voters overwhelmingly approved a millage funding the purchase of the Barns site and two other properties for development into public parks, to be overseen by the newly formed Recreational Authority. The millage only provided the Authority with a very modest operating budget to be spread across all three properties. As a result, the Recreational Authority

has always had to seek additional partnerships and sources of funding to improve and maintain the three parks. For Historic Barns Park, the Recreational Authority has chosen a cooperative process where community groups come together with a unified, shared, and synergistic approach to the use of the buildings and surrounding property. Proposed uses of Building 221 must be consistent with the established public vision, development principles, and management structure for the park as described in this RFP.

Constructed in 1915, Building 221 is a one-story concrete block structure with a concrete floor and a small attic space (reference Attachment A, Building 221 Info Sheet). Total square footage is approximately 2,020 square feet. It was built by the State Hospital as a 10-stall wagon shed for farm operations and blacksmithing, and was later used as a garage by the Michigan Department of Transportation. The building is in fairly good condition; cost estimates developed in 2007 for moderate renovations ranged between \$38,000-\$52,000. Electrical upgrades would be needed. Municipal water and sewer are available at the site but are not currently connected to the building.

Community organizations must respond completely and concisely to the requirements of this RFP. Proposals will be evaluated by the Recreational Authority to select organization(s) with which to enter into negotiations for a use agreement for the building as identified in their proposal. The Authority may choose all or part of the content of one or more responses for further consideration and possible development.

I-2 Use Lease Arrangements

The arrangements for the use of the property will be codified in a management agreement between the Recreational Authority and the selected user (reference Attachment B, Current Management Agreement and Park Policies). At its discretion, the Authority may grant “first rights” for promising proposals to work on due diligence for up to one year and negotiate exclusively with the Authority on a management agreement for the building.

A draft management agreement will be prepared and provided to the selected user as the basis of negotiations for final use arrangements. The term of the agreement will be dependent upon the use and the level of investment required by the user to be able to use the buildings or the property for their intended purpose. It is expected that uses that require less investment by the organization will have shorter terms than those uses that require more significant investment by the organization. A stepped renewal process is anticipated through 2023, which is the end of the current operational mandate of the Authority. If the operational mandate of the Authority is not extended beyond 2023, use arrangements will become the purview of the parent jurisdiction, which in the case of Historic Barns Park is primarily the Charter Township of Garfield.

The selected bidder will also be required to execute a due care plan waiver and acknowledgment in substantially the same form as attached hereto (reference Attachment C, Due Care Plan Waiver and Acknowledgement).

I-3 Barns and Property Use Structure

As part of the 2007 park visioning process known as Brainstorming the Barns (<http://www.ci.traverse-city.mi.us/barnsfinal.pdf>), a use structure was developed that outlined the various requirements for the future use of the Barns and surrounding property. Findings pertinent to this RFP are as follows.

Givens

- The Barns and surrounding property shall remain in public use.
- State and Federal historic standards must be followed.
- Use of the Barns and surrounding property must be economically self-sufficient.
- Utility hookup costs and fees are the responsibility of the users.
- The Recreational Authority will have the final say over the process and uses of the Barns and the property.

Development Principles

- **Mixed Use:** With the amount of space and buildings available on the site, there is opportunity for broad and diverse uses with synergy between groups and activities.
- **Minimize Disruption:** The integrity, natural features, and topography of the property should be maintained. This includes accommodations for people and mobility by utilizing existing parking areas on or near the property, shuttles, and “green” parking areas.
- **Developed and Open Areas:** Higher intensity uses are focused in the area of the current buildings to preserve open space and natural features.
- **Connections:** The provision of physical and activity-based linkages to adjacent property and their uses, including the Village at Grand Traverse Commons, TBAISD, Copper Ridge, West Middle School and the new YMCA facility.
- **History:** A respect for the historical significance of the site and property, not just for the buildings as historical structures, but also for the use of the property as a self-sufficient farm for the former State Hospital.
- **Sustainability:** Improvements to the buildings and operations of the site should utilize sustainable technologies, including green building materials, alternative energy, and waste minimization.

Use Themes

- The visioning process identified four primary use themes that continue to define preferred uses at the park.
 - Agriculture (and Horticulture)
 - Community
 - Arts
 - Recreation

All land uses on the Grand Traverse Commons are governed by the Grand Traverse Commons Joint Planning Commission (JPC). The JPC has adopted a Master Plan for the entire Commons (http://www.garfield-twp.com/gtcommons_2.asp) and is currently working on a zoning ordinance. These efforts are informed by earlier Commons plans, including the Grand Traverse Commons District Plan and a preceding Adaptive Use Plan. Principles shared by these efforts include:

- The campus-like pastoral and historical character of the site shall be maintained.
- The existing historical structures shall be reused whenever economically and physically possible.
- New development shall be located such that minimum impact will occur on the visual character and environmentally sensitive areas of the site.
- The proposed land uses shall be compatible with adjacent land uses.
- The proposed uses must be economically viable and meet the market demands of the community.
- Rehabilitation of the significant historical structures, include the Barns.
- Development of a continuous open space/trail system which connects all outdoor spaces with minimum interruption from vehicular traffic.
- Concentration of new development to areas that have had building or development which has changed the original character of the site.
- Preservation of over 300 acres of conservation area beyond the area preserved as the front lawn.
- Conservation of open space and natural areas that are open to the community, and are protected from segmentation by vehicular traffic.

I-4 Master Site Plan and Management Entities

Following the Brainstorming the Barns process, the Recreational Authority recognized a need for community partners to help it provide experiences and activities in the park that would be consistent with the desired use themes. A competitive RFP process followed and resulted in the selection of three nonprofit partners. Two of these original organizations, SEEDS and the Botanic Garden at Historic Barns Park (BGHBP), are long-term partners in the site and hold formal management agreements with the Recreational Authority. SEEDS conducts agricultural and ecological programs on the site, and BGHBP is developing 25 of the park's 56 acres into a Botanic Garden. The Authority also collaborated with these groups on the development of a Master Site Plan (http://www.liaa.org/downloads/090817_FINAL_FINAL_Barns_Document.pdf) that defined current land and building allocations. New community groups will be included among the Recreational Authority Management Entities and must be willing and able to join in on established processes and policies (reference Attachment B, Current Management Agreement and Park Policies).

I-5 The Role of the Recreational Authority

The Recreational Authority role in Historic Barns Park is primarily as a steward of land and overseer of activities by community groups on the property, ensuring that all uses comply with the plans and meet the community vision for the property. The Authority is a joint public body formed cooperatively between the City of Traverse City and Charter Township of Garfield for the purpose of purchasing, maintaining and improving public parks and facilities. The Authority is governed by a seven-member citizen Board of Directors. Three directors are appointed by the City of Traverse City, including one current member of the City Commission. Three directors are appointed by the Charter Township of Garfield, including one current member of the Township Board. One director is appointed by the Grand Traverse Regional Land Conservancy (and must

also be a resident of either the City or Township). The current operational mandate of the Authority runs through 2023.

The Authority owns the buildings and the surrounding 56 acres at the southwest end of the Grand Traverse Commons. The property was acquired with the proceeds of a bond proposal that was overwhelmingly approved by voters in both the City and the Township in 2004, along with the acquisition of the Smith Barney property on West Grand Traverse Bay and Hickory Meadows in Garfield Township.

The ballot proposal also included a millage that provides modest funding for the operation and maintenance of all three Authority properties, essentially in their current state. Any major redevelopment efforts need to be funded through other sources.

The Authority understands the significance and the difficulty of securing funding for major improvements to the property, and the necessity of long-term lease arrangements if such funding must be secured by a user. The Authority is willing to consider collaborative proposals for financing major improvements and operations of buildings and/or the property. As part of their proposal, potential users should identify the capital improvements necessary to meet building, fire and other code requirements for the use of the buildings and describe the method(s) by which such funding will be secured and maintained.

PART II

INFORMATION REQUIRED FOR PROPOSALS TO BE CONSIDERED

Primary elements of a complete application will minimally include:

- A full description of the proposed use, including how it fulfills a need in the community and the synergies it presents with the park vision and existing uses;
- The nature and timing of building improvements;
- A financial plan demonstrating funding sources for both short-term redevelopment and long-term operations;
- Indication of any contribution to the Authority/general park operations (financial or in-kind);
- Any requested support from the Authority; and
- Demonstrated evidence of community partners/community support.

The proposal must describe in sufficient detail how the plan and tasks will be implemented; the resources, materials and equipment that will be utilized; and how the necessary project management interactions will be carried out. Proposals must be submitted in the format outlined below.

II-1 Organization

State the full name and contact information of the organization that is proposing to use the property. Nonprofit organizations must provide certification of nonprofit status or, if not yet

organized, a description of activities that comply with IRS requirements for nonprofit organizations. Private organizations must state how the organization would fit within the vision of Historic Barns Park.

II-2 Management Plan

Describe in narrative form the overall plan for the use of the property, including development, operation, and management. The management plan must include, at a minimum, the following information:

- **Mission, Vision, Goals:** Describe the mission, vision, and goals of the user organization and how the use of the Barns property will advance the organizational mission.
- **Activity:** Provide a detailed description of the activities that will be carried out on the Barns property.
- **Allocation:** Describe the specific location(s) for all activities.
- **Improvements:** Describe in detail the building and site improvements necessary to carry out the proposed activities.
- **Usage:** Estimate daily peak and average annual visitors.
- **Parking:** Outline a plan that will meet parking needs for daily peak visitor volume, including alternative arrangements to reduce the need for on-site parking, which is planned to be strictly limited. If adjacent properties are anticipated for parking capacity, include a letter from or summary of discussions with the adjacent property owners.
- **Marketing:** Detail the plan for sharing information about the proposed activity and encourage participation from community members.
- **Sustainability:** Outline plans for environmental sustainability for development and operations of the proposed activities.
- **Consistency:** Describe in detail how the proposed activities are consistent with:
 - Barns Property Use Themes —Agriculture/Horticulture, Arts, Community, Recreation
 - Barns Property Development Principles (see I-3)
 - Existing Master Site Plan, Activities and Uses (see I-4)
- **Schedule:** Provide a timeline or similar chart that details the primary tasks, with start and end dates.

II-3 Financial Plan

Describe the plan to meet both short- and long-term financial needs to ensure a viable and sustainable enterprise. The plan must include the estimated capital and operating costs, sources and amounts of revenues, and a cash flow statement. Indicate any contribution (financial or in-kind) that may be available to help support general park operations.

II-4 Organizational Capacity

Describe the capacity of the user organization to implement the proposed activity, including the proposed building and site improvement. Provide experience of the organization in conducting comparable activities.

If the organization is a partnership, please include a description of each partner and the human and financial capacity each brings to the proposal.

Provide the names of the key individuals that will be responsible for carrying out the proposal. Provide résumés or experience summaries for these key individuals.

Describe in narrative form the management structure of your organization that demonstrates your organizational capacity and assures effective implementation of your proposal.

II-5 Additional Information

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

PART III

CRITERIA FOR EVALUATION

Use proposals submitted by the community will be evaluated based on the following criteria.

Consistency: Proposals will be evaluated on their consistency with the established public vision, development principles, and management structure for the park as described above.

Management Plan: The detailed process by which the project will be developed and implemented.

Financial Viability: Demonstrated plan for capital and operating expenses and sources of revenues, based on estimates and cash flow statements.

Organizational Capacity: Skills and capacity of the organization to effectively implement the project.

Integration and Collaboration with Other Community Organizations: Capacity, interest and capability to collaborate with other community organizations, including current management entities (see I-4).

PART IV

GENERAL INFORMATION

IV-1 Issuing Office

This RFP is issued by the City of Traverse City and Charter Township of Garfield Recreational Authority. Matt Cowall, Executive Director, is the point of contact for purposes of contract

administration and oversight: Matt Cowall, 324 Munson Avenue, Traverse City, MI 49686, (231) 929-3696, mcowall@liaa.org.

IV-2 Contract Award

Contract negotiations will be undertaken with those bidders whose proposals show them to be qualified, responsible, and capable of performing the work.

The contract that may be entered into will be that which is most advantageous to the Recreational Authority. The Recreational Authority reserves the right to consider proposals or modifications received at any time before award is made, if such action is in the best interest of the Recreational Authority. The Authority may choose all or part of the content of one or more responses for further consideration and possible development.

IV-3 Rejection of Proposals

The Recreational Authority reserves the right to reject any, all, or portions of proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Recreational Authority. The Recreational Authority does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

IV-4 Incurring Costs

The Recreational Authority is not liable for any cost incurred by the firm in responding to this RFP.

IV-5 Inquiries

Questions that arise as a result of this RFP which require a written response must be submitted in writing to the Issuing Office. All questions must be submitted at least 10 days prior to the proposal due date specified in the cover letter.

IV-6 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all bidders who received the basic RFP. If the specifications are obtained from the Authority's website at <http://www.ci.traverse-city.mi.us/boards-and-commissions/108-recreational-authority-board>, it is the sole responsibility of the vendor to check the website for updates and addendums prior to the proposal being submitted.

IV-7 Response Date

To be considered, proposals must arrive at the Issuing Office on or before the date specified in the cover letter. Bidders mailing proposals should allow normal delivery time to insure timely receipt of their proposals.

IV-8 Proposals

To be considered, firms must submit a complete response to this RFP, using the format provided in Part II. Each proposal must be submitted in two (2) original copies to the Issuing Office with one copy being unbound, along with an electronic copy (PDF preferred). For this RFP, the proposal must remain valid for at least sixty (60) days.

IV-9 Acceptance of Proposal Content

The contents of the proposal of the successful bidder, as mutually modified, amended or supplemented shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

IV-10 Interview/Oral Presentation

The Recreational Authority may request an interview and/or oral presentation of any interested parties who submit a proposal. These meetings provide opportunity for the issuers to ask questions and for the bidder to clarify the proposal. The Issuing Office will schedule these presentations.

IV-11 Prime Contractor Responsibilities

The selected bidder will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, the Recreational Authority will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

IV-12 News Releases

News releases pertaining to this RFP or the service, study, or project to which it relates will not be made without prior Recreational Authority approval, and then only in coordination with the Issuing Office.

IV-13 Disclosure of Proposal Contents

Proposals are subject to disclosure under the Michigan Freedom of Information Act (P.A. 1976, Act 442).

After contract award, a summary of all submissions will be furnished upon request to those bidders participating in this RFP.

IV-14 Contractor's Liability

The selected bidder will provide and maintain general and professional liability, property damage, and worker's compensation insurance insuring, as they may appear, the interests of all

parties to any agreement that results from this RFP as required by the Recreational Authority. The selected bidder is responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. Documentation of the above insurances will be provided by the successful bidder to the Recreational Authority prior to contract execution and will be included as a contract rider.

The successful bidder shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, State, and municipal laws, ordinances, and regulations as may be required.

IV-15 Recreational Authority Liability

The selected bidder agrees to indemnify, defend, and save harmless the City of Traverse City and Charter Township of Garfield Recreational Authority and its officers, agents, and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such subcontractor(s) which indemnifies the City of Traverse City and Charter Township of Garfield Recreational Authority as provided herein.

IV-16 Examination of Bidding Documents, Other Related Data, and Site

On request, owner will provide bidder access to the site to conduct examinations, investigations, explorations, tests, and studies as bidder deems necessary for submission of a proposal. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies.

It is the responsibility of each bidder before submitting a bid to:

- A. Examine and carefully study the bidding documents, including any addenda and the other related data identified in the bidding documents;
- B. Visit the site and become familiar with and satisfy bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the work;
- C. Become familiar with and satisfy bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the site;
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data

concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of the work to be employed by bidder, including any specific means, methods, techniques, sequences, and procedures of the work expressly required by the RFP, and any safety precautions and programs incident thereto;

- F. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work within any price bid and within the times and in accordance with the other terms and conditions of the bidding documents;
- G. Become aware of the general nature of the work to be performed by owner and others at the site that relates to the work as indicated in the bidding documents;
- H. Correlates the information known to bidder, information and observations obtain from visits to the site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bidding documents;
- I. Promptly give the Recreational Authority written notice of all conflicts, errors, ambiguities, or discrepancies that bidder discovers in the bidding documents and confirm that the written resolution thereof by the Executive Director is acceptable to bidder; and
- J. Determine that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this Part IV, that without exception the bid is premised upon performing and furnishing the work required by the bidding documents and applying any specific means, methods, techniques, sequences, and procedures of construction or performing the work that may be shown or indicated or expressly required by the bidding documents, that bidder has given the Executive Director written notice of all conflicts, errors, ambiguities, and discrepancies that bidder has discovered in the bidding documents and the written resolutions thereof by Executive Director are acceptable to bidder, and that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ATTACHMENT A
BUILDING 221 INFO SHEET

Estimated costs of probable costs for barns and other buildings continued



EXTERIOR



INTERIOR



Garage 221

MODERATE RENOVATION COST \$38,000-\$52,000

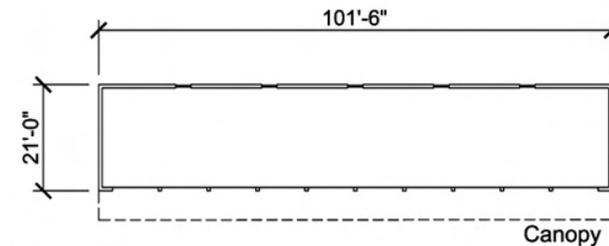
Building 221 was constructed in 1915. The building is a one-story concrete block structure with concrete floor and a small attic space, approximately 2,020 square feet. This building was used for a ten-stall wagon shed for grounds maintenance and farm use and later, as a MDOT Transportation garage. The building is in fairly good condition, with electrical services which would require an upgrade, but no water and sewer services are available.

Includes:

- Demolition
- Hazardous abatement (interior/exterior)
- Windows
- Existing doors to remain
- Roofing
- Exterior painting
- Tuck pointing

Not included:

- Site work
- Mechanical / electrical / plumbing
- Interior finishes (walls and ceilings)
- Insulation



LOWER LEVEL



ATTACHMENT B

CURRENT MANAGEMENT AGREEMENT AND PARK POLICIES

AGREEMENT FOR MANAGEMENT OF THE HISTORIC BARNs PARK

This agreement made the 7^m day of April, 2009, by and between the CITY OF TRAVERSE CITY AND CHARTER TOWNSHIP OF GARFIELD RECREATIONAL AUTHORITY, of 400 Boardman Avenue, Traverse City, Michigan (the "Authority"), and BOTANICAL GARDEN SOCIETY OF NORTHWEST MICHIGAN, a Michigan non-profit corporation, of P.O. Box 1247, Traverse City, Michigan ("Botanical Gardens"), GREATER LANSING ART SPACE, INC., d/b/a Little Artshram, a Michigan non-profit corporation, of PO BOX 844, Traverse City, Michigan 49685 ("Little Artshram"), and SEEDS, a Michigan non-profit corporation of PO Box 2454, Traverse City, Michigan 49685 ("SEEDS"), collectively referred to as the ("Management Entities");

Because, the property known as the Historic Barns Park is a public park;

Because, the parties wish to enter into a collaborative, long-term relationship to utilize and improve the Historic Barns Park consistent with its status as a public park and for public use, including agriculture, arts community events, and recreation;

Because, it is the parties' intent that their relationship will progressively grow and strengthen and that the term of this Agreement should increase commensurate with the growing and strengthening of the relationship;

Because, the parties wish to enter into an agreement that will facilitate collaboration and coordination of joint programming and shared services by the Management Entities and others;

Because, the Authority desires to have the Management Entities manage the Historic Barns Park consistent with this Agreement and the Memorandum of Understanding ("MOU"), attached hereto as **Attachment A** and made a part hereof;

Because, in order for the Management Entities to manage the Historic Barns Park consistent with the MOU and this Agreement, it is necessary to designate areas over which the Management Entities will have individual responsibility ("Individual Areas") and those areas where they will have collective responsibility ("Collective Areas");

Because, the Authority has engaged the services of a consultant to work with the parties pursuant to the MOU and prepare the Barns Property Master Site Plan, which is intended to designate the Individual and collective Areas, with performance goals to be established by the Authority to be met by each Management Entity in their management of the Historic Barns Park;

Because, upon approval of the master Site Plan by the Authority and the Management Entities, the Master Site Plan shall be attached to this Agreement as **Attachment B** and made a part hereof;

Because, prior to approval of the Master Site Plan, the Management Entities shall continue to manage and maintain the Individual and Collective Areas over which they currently have responsibility, which areas and responsibilities shall be designated in the Interim Use Plan attached as **Attachment C** and made a part hereof;

NOW THEREFORE, the parties agree as follows:

- 1. Management of the Historic Barns Park.** The Management Entities shall conduct the services and oversee the implementation of the Interim Use Plan and the Master site Plan (the "Plans"). This Agreement shall grant exclusive use of the of the Historic Barns Park to the Management Entities as set forth in the applicable Plan. However, it is established that the Historic Barns Park is a public park and the public shall be entitled and made welcome to enter and enjoy all parts of the Historic Barns Park, without exception, unless otherwise agreed to in writing by the Authority.
- 2. The Plans.** The Interim Use Plan shall set forth the rights and responsibilities of the Management Entities until the Master Site Plan has been approved by the parties. The Authority has engaged the services of Nelson Byrd Woltz, LLC to assist them in preparing a Master Site Plan ("the Master Site Plan Process"). Upon written approval of the Master Site Plan by the parties, the Master Site Plan shall supersede and replace the Interim Use Plan. It is specifically acknowledged that the Master Site Plan may designate Individual and Collective Areas different from the Individual and Collective Areas set forth in the Interim Use Plan as well as assign different rights and responsibilities. It is expressly understood that the Management Entities have no responsibility for the costs of the services being provided by Nelson Byrd Woltz, LLC, unless otherwise agreed to in writing.
- 3. Authority Funds.** No expenditure of Authority funds is authorized by this Agreement. The Management Entities may request the Executive Director of the Authority or Authority Board to expend funds in furtherance of the management of the Barns Property, but the Authority shall be under no obligation to do so.
- 4. Period of Performance.**

 - a. Initial Term.** The initial term of this agreement is for six (6) months commencing on the date of this Agreement. In the event that the Master Site Plan has not been

approved within the Initial Term, the Initial Term shall be automatically extended an additional six (6) months. If the Master Site Plan has not been approved after the Initial Term, as extended if necessary, this Agreement may be terminated immediately by written notice to all of the other parties hereto by any of the Management Entities. It is understood that such termination shall apply only to the Management Entity terminating this agreement.

- b. **Renewal Terms.** After the Initial Term, the term of this Agreement shall be automatically renewed for additional terms (each a "Renewal Term"). The first Renewal Term shall be for a period of three (3) years. The second Renewal Term shall be for a period of five (5) years. The third Renewal Term shall be for a period of seven (7) years. This Agreement will not be renewed if any of the parties provide written notice to the other parties indicating their intention not to renew the Agreement and providing the reasons therefore at least thirty (30) days prior to the expiration of the then applicable Renewal Term ("Notice of Non-Renewal").

5. Reasons for Non-Renewal.

- a. **By the Authority.** This Agreement may not be renewed by the Authority for one or more of the reasons set forth in this Agreement for termination. Any notice and cure requirements set forth herein however shall not apply.
- b. **By the Management Entities.** One or more of the Management Entities may decline to renew the Management Agreement for any reason. If a notice of Non-Renewal is provided, or a Management Entity terminates this agreement as provided in Section 4(b) hereof, the Agreement shall not be renewed or shall be terminated, as the case may be, only with respect to the Management Entity providing Notice of Non-Renewal but shall renew with respect to the remaining parties.

6. Termination by Authority. This Agreement may be terminated as to all of the Management Entities or one or more of the Management Entities as follows:

- i. One or more of the Management Entities fails to timely provide information or input as reasonably requested, or otherwise reasonably participate in the Master Site Plan Process. The Authority shall provide the Management Entity failing to participate in the Process written notice and 30 days to cure such default prior to termination. If the Management Entity fails to cure the default within a reasonable time, the Management Agreement shall be

terminated as to the defaulting Management Entity, but shall continue with respect to the remaining parties.

- ii. One or more of the Management Entities fails to use its reasonable best efforts to meet the Performance Goals. The Authority shall provide the Management Entity written notice and 30 days to cure such default prior to termination. If the Management Entity fails to cure the default, the Management Agreement shall be terminated as to the defaulting Management Entity, but shall continue with respect to the remaining parties.
- iii. One or more of the Management Entities materially breaches any of the other covenants in this Agreement, and such breach causes, or is reasonably likely to cause a material adverse effect on the Historic Barns Park or achievement of the Principal Goals set forth in the Master Site Plan and such default shall continue for a period of thirty (30) days after written notice thereof from the Authority specifying such default, and such default shall thereafter continue beyond such period and is reasonably necessary to correct such default and the Management Entity is not diligently occupied in correcting the same. If the Management Entity fails to cure the default, the Management Agreement shall be terminated as to the defaulting Management Entity, but shall continue with respect to the remaining parties.
- iv. One or more of the Management Entities is judicially declared to be bankrupt or is insolvent according to law.

Upon termination, the Management Entity to be terminated shall immediately remove its effects or such effects shall become the property of the Authority. If the Authority requires that the effects be removed, it is agreed that the Management Entity responsible for the effects shall pay all costs associated with their removal.

- 7. Termination by Management Entities.** One or more of the Management Entities may terminate this Agreement at any time it determines that termination of this Agreement is in its best interests by providing written notice to the Authority at least thirty (30) days prior to the effective date of termination.

Upon termination, the Management Agreement shall be terminated as to the terminating Management Entity, but shall continue with respect to the remaining parties and the Management Entity terminating the Agreement shall remove its effects within 30 days of the termination or such effects shall become property of the Authority. If the Authority requires that the effects be removed, it is agreed that the

Management Entity responsible for the effects shall pay all costs associated with their removal.

8. **Coordination of Activities.** All activities on the Historic Barns Park within the Collective Areas and Individual Areas shall be coordinated by the parties pursuant to the MOU.
9. **Utilization of Other Areas.** The Authority shall retain responsibility, including financial responsibility, for areas other than the Individual Areas or Collective Areas, including the Cathedral Barn unless otherwise agreed to in writing. The Authority agrees to inform the MOU Committee in connection with any proposed uses, improvements or other utilization to such other areas.
10. **Improvements.** The Management Entities shall not make any capital or material improvements to or modifications of the Barns Property except in conformity with the MOU, the Master site Plan, the Interim Use Plan, or with the express written approval of the Executive Director of the Authority. All capital improvements to the Barns Structures shall become property of the Authority. However, all trade fixtures, office furniture and other equipment related to the activities of the respective Management Entities provided by the Management Entities shall remain the property of the respective Management Entities.
11. **General Maintenance and Repair.** The Management Entities shall, at their expense, maintain the Individual Areas in good repair and condition and shall also be responsible for repairs of equipment and fixtures located within areas under the operation and management of the Management Entities pursuant to this Agreement.
12. **Gifts and Donations.** The Management Entities shall not accept any gifts of any kind on behalf of the Authority, but shall refer donors to the Executive Director. The Management Entities may however accept gifts from donors in support of their responsive activities and for site improvements as outlined in the Plans.
13. **Insurance.** The Management Entities shall obtain and maintain the following insurance throughout the term of this agreement and shall provide the Authority with a certificate of insurance upon execution of this Agreement and shall annually provide the Authority with such certificates as the Authority may request or that may be necessary to demonstrate:

- a. **Property Insurance.** The Management Entities shall obtain and maintain property insurance on all equipment and other personal property brought onto the Historic Barns Park.
 - b. **General Liability Insurance.** The Management Entities shall obtain and maintain comprehensive liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and with a deductible of not less than one thousand dollars (\$1,000). Such policy shall name the Authority as additionally named insured. Written notice of cancelation shall be provided to the Authority Executive Director not less than 30 days prior to cancelation. The policy shall include coverage for contractual liability assumed by the Management Entities in Paragraph 19.
 - c. **Workers' Compensation.** The Management Entities shall obtain and maintain suitable Workers' Compensation coverage on their respective employees and volunteers pursuant to law.
- 14. Increase in Insurance.** The Management Entities shall not use or occupy the premises or permit the same to be used or occupied for any business or purpose deemed hazardous on account of fire or otherwise, and if by reason of the hazardous use and occupancy of the premises hereunder, the rate of fire insurance on the building in which the premises are located shall be increased, the Management Entity responsible for such increase, will, on demand, pay to the Authority the amount of such increase. The Authority, prior to making any demand, shall give the Management Entity ten (10) days' written notice of any such future increased insurance premiums and the opportunity to cure the condition which caused such increase.
- 15. Right of Entry.** The Authority, its duly authorized agents and representatives, shall have the right, following reasonable prior notice to the Management Entity (except in case of an emergency), enter into and upon and Individual or Collective Area at any time for the purpose of examining the same or making such repairs therein as may be necessary for the safety and preservation thereof.

The Authority agrees that any entry by it into the premises shall be done in such a manner so as not to unreasonably interfere with the conduct of normal business operations therein. The Authority shall exert its best efforts to perform any and all work expeditiously and agrees to keep all interruptions to a minimum. Nothing in this paragraph shall limit the right of access by the public except where

property of the Management Entities needs to be secure from unmonitored access by the public which shall be agreed to in writing by the Recreational Authority.

16. Utilities. The Management Entities shall be responsible for all utilities used or consumed by them during the term of this Agreement. Additionally, the Management Entities shall be responsible for any hookup costs and fees for any utilities servicing the Areas. The Management Entities shall be individually responsible for the hookup costs and fees and subsequent costs and fees for utilities consumed or used by them within their Individual Areas and shall be jointly and severally liable for the hookup costs and fees and subsequent costs and fees for utilities consumed by the respective Management Entities in the Common Areas.

17. Property Taxes. The Management Entities Agree to pay any real estate and personal property taxes and assessments levied against the Areas over which they individually or jointly manage under this Agreement or any part thereof and all property on the premises for and payable during each tax fiscal during the term of this lease except real estate and personal property taxes and assessments levied as a result of the Authority's activities on the Historic Barns Park. The Management Entities shall be jointly and severally liable for the taxes assessed in the Common Areas as their respective interests are set forth in the Plans.

Real estate taxes, if applicable, shall be paid monthly to the Authority in advance on the estimated amounts and adjustments shall be made at least annually to reflect the actual tax bills.

18. Independent Contractor. The relation of the Authority and its employees to the Management Entities and their employees is that of an independent contractor. The Management Entities agree to conduct themselves consistent with that status. Neither the Management Entities nor their employees, officers, or agents will claim to be an officer, agent or employee of the Authority, or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of the Authority, including without limitation, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

19. Indemnification. The parties agree to defend, indemnify and hold harmless each other, each other's officers, and employees from and against any and all claims, liabilities, losses, damages, actual attorneys' fees and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually

resulting from or arising out of any negligent act or omission, or willful or intentional act, of its employees agents, subcontractors and volunteers. This indemnification agreement shall not be limited by reason of insurance coverage of any type except the parties' obligation hereunder shall be limited to the extent that it has insurance coverage for such claims or liabilities. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Authority in an action against it. The Authority agrees that it shall not assert the defense of governmental immunity with respect to its contractual obligation to indemnify the Management Entities as set forth herein.

The parties hereby reserve the right to select its own counsel in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty, or charge shall be made against the Authority without its express written consent. This indemnity and duty to defend shall survive the expiration and termination of this Agreement.

The parties expressly acknowledge and agree that this indemnification agreement 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.

- 20. Compliance with Regulations.** The Management Entities shall comply with all applicable statutes, rules and regulations of all federal, state and local government and agencies having jurisdiction, including all applicable state or federal environmental regulations. In the event that any of the Management Entities activities result in a discharge of hazardous substances, the responsible Management Entity shall be responsible for all costs, fees and liability associated with the discharge.
- 21. Force Majeure.** In the event that any of the parties shall be prevented, delayed or hindered in the performance of any of its obligations under this Agreement due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or a reasonable substitute thereof, enemy or hostile governmental action, including condemnation, riot, civil commotion, fire or other casualty, or any cause otherwise beyond the reasonable control of the party obligated to perform, including an adverse change in law or requirement of a State or Federal Agency, but excluding the financial inability of such party to perform, such event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage or permit the termination of this Agreement by any party. Upon termination pursuant to this paragraph, the Management Entity shall remove the effects within 30 days of termination or such effects shall become property of the Authority. If the Authority

requires that the effects be removed, it is agreed that the Management Entity responsible for the effects shall pay all costs associated with their removal.

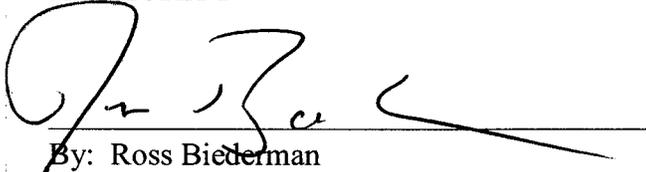
- 22. Non-Discrimination.** The Management Entities and the Authority agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement. The Management Entities further agree not to discriminate on the above basis in the administration of any of its programs under this agreement.
- 23. Prohibition Against Assignment.** This Agreement is intended to secure the services of the Management Entities because of their abilities and reputation, and none of the Management Entities duties under this Agreement shall be assigned, subcontracted, or transferred. This provision is not intended to prevent the Management Entities from entering into agreements with other parties related to the Management Entities performance of their duties under the terms of this agreement. However, the Management Entities agree that despite any agreement entered into by the Management Entities or for execution of activities or provision of services related to this Agreement, the Management Entities shall be solely responsible for carrying out this Agreement. The Management Entities shall specify in any such agreement that the contracting party shall be bound by this Agreement and any other requirements applicable to the Management Entity in the conduct of the Agreement unless the parties agree to modifications in a particular case.
- 24. Standard of Care.** The Management Entities shall perform the work and provide all services in a good and professional manner, and assumes the risk in performing under this Agreement. The Management Entities shall be solely responsible and answerable for all improper work, accidents, or injuries to persons or property resulting from actions or negligence of its officers, agents, employees, volunteers or subcontractors. The Management Entities specifically represent and agree that its staff possesses the experience, knowledge and competence necessary to either provide or oversee construction of the improvements and performance of the services required in this Agreement.
- 25. Notice.** Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to the Management Entities or the Authority, it shall be directed to the party at his address as specified in this

Agreement, or at such other address as either party may designate by written notification.

- 26. Amendments.** This Agreement, including the Attachments may be modified, but such modification shall be in writing and signed by the Authority and Management Entities and shall be approved pursuant to the process set forth in the MOU. In the event that the modification affects an Individual Area managed by less than all of the Management Entities, only the affected Management Entity or Entities shall be required to execute the amendment.
- 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 pursuant to the terms of the MOU. 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. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan, or as otherwise agreed to by the parties. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.
 - c. Venue. All meetings, hearings, and actions to resolve the dispute shall be in Grand Traverse County.
 - d. 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. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within the time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation before issuing an award.

28. **Interpretation.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance.
29. **Entire Agreement.** This Agreement, together with all attachments, constitutes the entire agreement of the parties and there are no valid promises, conditions or undertakings which are not contained in this agreement.
30. **Third Parties.** There are no third-party beneficiaries intended by this Agreement.
31. **Authority to Execute.** The parties agree that all signatories appearing below are authorized to execute the Agreement on behalf of the respective parties. The Authority expressly represents and agrees by signing below that it has authority to enter into this Agreement.
32. **Policies.** As stipulated by motion of the Recreational Authority on August 25, 2009, when it approved the Barns Master Site Plan, the Authority will adopt various policies and those policies shall become a part of this Agreement and the Master Site Plan; such policies shall be followed by the Management Entities and non-compliance with policies may be regarded as a material breach of this Agreement. Such policies are incorporated hereto and referred to as **Attachment D.**

CITY OF TRAVERSE CITY AND CHARTER
TOWNSHIP OF GARFIELD RECREATIONAL
AUTHORITY



By: Ross Biederman

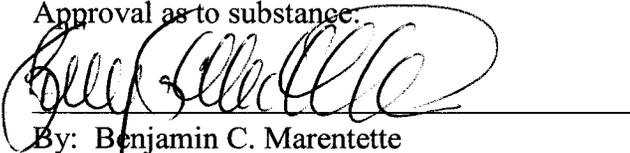
Its: Chairman



By: Michael Groleau

Its: Secretary

Approval as to substance.



By: Benjamin C. Marentette

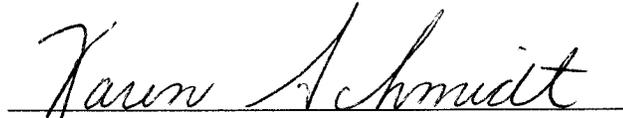
Its: Executive Director

Approval as to form:



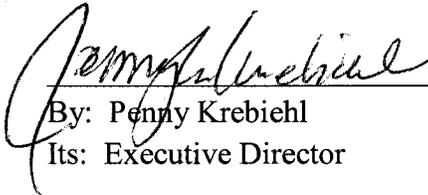
By: Karrie A. Zeits
Its: General Counsel

BOTANICAL GARDEN SOCIETY OF
NORTHWEST MICHIGAN



By: Karen Schmidt
Its: Board President

GREATER LANSING ART SPACE, INC.



By: Penny Krebiehl
Its: Executive Director

SEEDS, INC.

By: Sarna Salzman
Its: Executive Director

This agreement was approved by the City Commission of the City of Traverse City on May 4, 2009.

This agreement was approved by the Township Board of the Charter Township of Garfield on May 28, 2009.

Approval as to form:

By: Karrie A. Zeits
Its: General Counsel

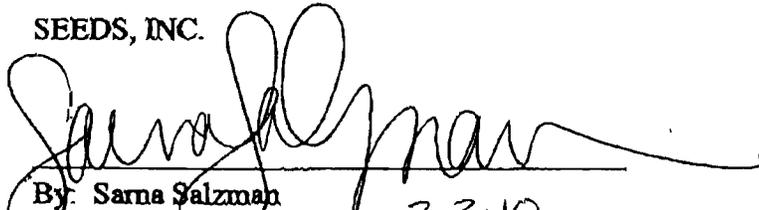
**BOTANICAL GARDEN SOCIETY OF
NORTHWEST MICHIGAN**

By: Karen Schmidt
Its: Board President

GREATER LANSING ART SPACE, INC.

By: Penny Krebiehl
Its: Executive Director

SEEDS, INC.



By: Sarna Salzman
Its: Executive Director

2-3-10

This agreement was approved by the City Commission of the City of Traverse City on May 4, 2009.

This agreement was approved by the Township Board of the Charter Township of Garfield on May 28, 2009.

Attachment A

Memorandum of Understanding

MOU Agreement Outline

Purpose: To have an agreement to which all Management Entities at the Barns Property are party that facilitates collaboration and coordination of joint programming, shared services and collective voice with the Recreational Authority. The Recreational Authority will authorize the MOU and its recitals as it will be identified in the Management Agreements to which the Recreational Authority is a party.

Barns Property: for purposes of this agreement it shall be defined as all property and facilities that are encompassed in the 54 acres owned by the Recreational Authority and designated as a park.

General Principles and conditions between Management Entities and Recreational Authority as per MOU:

1. All Management Entities on the Barns Property will be parties to the Memorandum of Understanding (MOU) as per their Management Agreement. Management Entities will sign the MOU when they sign the Management Agreement.
2. The Recreational Authority provides authorization for the MOU, and agreement to the conditions related to the Recreational Authority, upon execution of the Management Agreement.
3. All parties to the MOU will obey all federal, state, regional and local laws and all site plans whose jurisdiction includes the Barns Property.
4. Management of the MOU will be provided by the MOU committee.
5. MOU will provide the structure to brainstorm, consider, adopt and implement collaborative activities on the Barns Property. With approval of the Recreational Authority this may include use of facilities or property that may exceed individual Management Agreements.
6. Participants in the MOU and Recreational Authority agree that the Barns Property will have uniform policies and regulations for its management and use of resources to benefit it that balance the principles of financial sustainability, ecological sustainability and promotion of social equity. This "triple-bottom line" accounting means:
 - a. People (Human Capital): fair and consistently beneficial business practices toward all stakeholders,
 - b. Planet (Natural Capital): including the regional flora, fauna and topography as stakeholders.
 - c. Profit (Financial Capital): measured in dollar (or BayBuck) terms, including acknowledgment for sweat equity.
7. A written report of activities carried out on site under MOU-related activities (collaborative activities of Management Entity(s) only) will be prepared by the MOU committee and provided to the Recreational Authority on an annual basis including the number of people served on the Barns Property, revenues generated and impact of MOU-related activities, and performance on balancing financial and ecological sustainability and the principle of social equity.
8. Annually, the Recreational Authority, utilizing the MOU Committee as a resource, will provide a list of maintenance and facility needs to MOU Committee for review and consideration. MOU provides the structure for the Management Entities to provide collective guidance, leadership and sweat equity commitments, as appropriate, in relation to maintenance and improvements to the Barns Property. MOU committee will provide a written response to the Recreational Authority. A Management Entity's sweat equity plan that includes commitments for the next year will be delineated in this response.

9. Potential conflicts between Management Entities will first be brought to the attention of MOU committee to resolve without the involvement of the Recreational Authority Board.
10. Material disagreements between Management Entities will be brought to the Recreational Authority with presentation by the particular Management Entity(s) involved and a MOU committee written opinion.
11. The term of the MOU will be consistent with that of the Management Agreement.
12. Process for Management Entity(s) requesting Historical Barns Property Site Plan amendments will be delineated in the MOU. Management Entity(s) will petition for amendments collectively through the MOU committee.
13. Any proposed amendments to the Historical Barns Property Site Plan from any party must be provided to the MOU Committee for its review, advice and comment to the Recreational Authority to benefit the Recreational Authority's deliberations in relation to the proposed amendments.
14. Recreational Authority will utilize the MOU committee as an expert resource regarding any concerns expressed by the Community regarding Barns Property and will notify MOU committee of any and all such concerns. MOU committee will provide advice and guidance to Recreational Authority as appropriate.
15. MOU Committee will have a representative at every Recreational Authority meeting.

Outline of MOU operational conditions:

1. All Management Entities are parties to the MOU and have equal voice in relation to the MOU. The Management Entities will operate as a committee representing the parties to the MOU and will utilize the consensus process for decision making.
2. One person from the Management Entity's organization will be authorized to serve on the MOU Committee. This person agrees to participate fully and is authorized to make binding decisions on behalf of their organizations.
3. The MOU committee will convene as needed, but at least annually.
4. The chair of the MOU committee will rotate annually on the anniversary of the signing of the original MOU. Rotation will be done in alphabetical order based upon the official name of the Management Entity's organization.
5. Management Entities will be an advocate for the Barns Property and the Historical Barns Property Site Plan.
6. Commitment to public access and advocacy of the Barns property will be identified as essential components. Public education will be a commitment as per the MOU and all Management Entities agree to provide linkage w/educational programming and/or direct educational components as part of their work at the barns.
7. Management Entities will facilitate cooperative relationships to encourage collaboration at the Barns Property. Management Entities are responsible for operating under a code of ethics that includes transparency, appropriate sharing of information, positive relationship building, positive representation of other Management Entities, facilitation of understanding and communication amongst Management Entities.
8. The MOU will not authorize the creation or maintenance of independent finances or financial arrangements. All income or expenses will be accounted through individual Management Entity organizations. Specific projects or activities that involve the transfer of funds, services or property among the Management Entities require execution of separate agreements. The MOU does not provide authority for such agreements.

9. The MOU in no way restricts the Management Entity(s) from participating in activities with other public or private agencies, organizations and individuals if it is in compliance with the Management Agreement.
10. Stacked Uses such as shared composting areas, multi-group meeting rooms under Management Agreement, etc. will be managed by the MOU committee.
11. Amendments to the MOU must be approved by the MOU committee and Recreational Authority.
12. Each Management Entity will demonstrate cooperation and advocacy of each other's endeavors, such as providing a link on its website to every other Management Entities' website.

Specific lease conditions to be included:

- Each Management Entity will complete the facility/property use process and pay a user fee for use of non-leased property/facilities
- Each Management Entity will provide all appropriate information to the Recreational Authority contractor (Spireworks) to facilitate its role in the Barns Property
- Management Entities have booking privileges yet to be defined in relation to use of Barns facilities not under lease agreement. These privileges will be identified in the facility/property use process that Spireworks will define under its agreement with the Recreational Authority.

Attachment B

Master Site Plan

The Master Site Plan was approved by the Recreational Authority at its August 25, 2009, meeting, with caveats as featured within the minutes.

Attachment D

Policies

The City of Traverse City and Charter Township of Garfield
Recreational Authority

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480

Policy - Agreement for Management of the Historic Barns Park
Regarding: Cattle/Animals/Live Creatures

The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to establish regulations relating to cattle, animals and live creatures at the Historic Barns Park.

No cattle, animals or live creatures shall be allowed at the Historic Barns Park except upon approval by the Board of Directors, which will be based upon: 1) A recommendation from the MOU Committee; and 2) A legal and risk assessment and recommendation from the Executive Director.

When determining whether to allow cattle, animals or live creatures, including, but not limited to, the following, things, will be considered: 1) The benefit to the public; 2) The risk to the public; 3) Harmony with other uses on the property; and 4) Zoning and other legal regulations.

This policy shall take immediate effect.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

The City of Traverse City and Charter Township of Garfield
Recreational Authority

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480

**Policy - Agreement for Management of the Historic Barns Park
Regarding: Fund raising**

The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

- Purpose: The purpose of this policy is to maximize opportunities for success of the Management Entities and the Recreational Authority in their fund raising endeavors, while affirming the Recreational Authority's primary responsibility at the Historic Barns Park.
- For Capital Campaigns, where the campaign goal is in excess of \$25,000, the Recreational Authority will plan and launch the capital campaign before any Management Entity does so, unless the Executive Director, following affirmative action by the Board of Directors, indicates otherwise in writing. The initial fund drive by the Recreational Authority, because it will provide many of the project's distinctive features, will take precedence over capital drives of the Management Entities.
 - Effective April 1, 2010, all fund raising activities on the Historic Barns Park shall be approved by the Executive Director at least two months in advance of the event's occurrence.
 - For purposes of coordination and collaboration of fund raising initiatives, including on site events, a representative(s) of the Recreational Authority will meet jointly with a representative of each Management Entity on a bi-monthly basis, in person, to ensure prompt and reliable mutual understanding on projects, events, prospects, solicitations, news releases, announcements and other initiatives that impact the Historic Barns project.
 - Any capital fund drive, where the campaign goal is in excess of \$25,000, shall be undertaken by the Management Entity according to best practices. Because an effort for one entity will affect public perception of the entire project, each entity embarking on a capital campaign shall meet and openly discuss the process for the campaign with the Executive Director or designee to ensure this policy provision is satisfied. In any event, the process for the campaign shall be approved by the Executive Director.
 - Of paramount significance is a consistent public identity for the Historic Barns Park; and it is essential that this public identity have total clarity and be

- maintained exclusively by the Recreational Authority. Central to this issue is a consistent graphic identity; each Management Entity shall work with the

Recreational Authority and obtain approval from the Executive Director on a graphic identity and any marketing "tag lines" for events.

This policy shall take immediate effect except where otherwise specified.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

The City of Traverse City and Charter Township of Garfield
Recreational Authority

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480

**Policy - Agreement for Management of the Historic Barns Park
Regarding: Fencing**

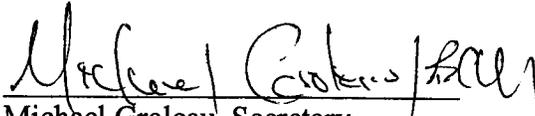
The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to provide an environment and feel at the Historic Barns Park which welcomes visitors to all parts of the park, while, in specific circumstances, providing for the protection of assets at the park through fencing. This policy does not apply to fencing properly erected before this policy's adoption.

- Fencing shall only be installed to protect the property and investments of a Management Entity or the Recreational Authority or the public's safety.
- Fencing shall not preclude the public from access to any area of the Historic Barns Park during park hours without the prior authorization of the Recreational Authority Board of Directors.
- All future fencing shall have an appearance consistent with the Park and be kept in a safe, and attractive condition.
- Long-term fencing may only be installed at the Historic Barns Park upon written approval of the Board of Directors. Requests for fencing which may preclude the public from access to any portion of the park will be closely scrutinized and are generally discouraged. The Executive Director may approve temporary fencing requests associated with a specific event.

This policy shall take immediate effect.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

The City of Traverse City and Charter Township of Garfield
Recreational Authority

400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480

**Policy - Agreement for Management of the Historic Barns Park
Regarding: Timeframe for MOU Committee to Reach Consensus**

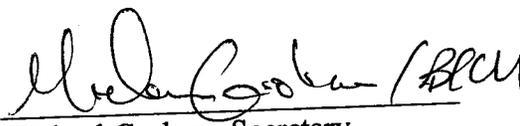
The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to encourage timely progress for the MOU Committee to reach a consensus on issues that come before it.

- It is expected that the MOU Committee will progress on business items in a timely manner. When necessary, the Executive Director may establish a deadline by which the MOU Committee must submit its consensus recommendation.
- The Management Entities and MOU Committee are encouraged to use technology, such as e-mail and telephone, to minimize the need for in-person meetings. No greater than three in-person meetings shall occur unless mutually agreed by all Management Entities that additional meetings are necessary.
- All consensus recommendations of the MOU Committee shall be placed in writing and signed by the MOU Committee member representing each Management Entity.

This policy shall take immediate effect.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

The City of Traverse City and Charter Township of Garfield
Recreational Authority

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**Policy - Agreement for Management of the Historic Barns Park
Regarding: Goals and Benchmarks and Quarterly Reports**

The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to establish requirements for an annual establishment of goals and benchmarks and quarterly reports from Management Entities.

At least once per year, no later than November 1, each Management Entity shall provide the Executive Director the goals for the upcoming year, including benchmarks/a metric by which goal achievement may be measured.

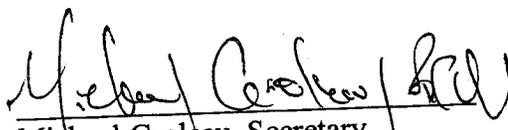
The goals for the upcoming year shall relate specifically to the Historic Barns Park. These goals, which shall contain metrics for ensuring their completion/level of completion, are considered part of the service the management entities are providing to the public for use of the public's park. (For purposes of example only, an acceptable goal, which contains metrics, could be: "Increase the level of individuals served by our Z Program by x% over the previous year.") The Management Entities shall distribute their goals and objectives to the MOU Committee.

The Executive Director will discuss the goals proposed by the Management Entities with the related management entity; and the Executive Director may recommend changes, including additions, to the goals to the Board of Directors. The Board of Directors shall officially adopt goals for each Management Entity no later than its first meeting in the related calendar year.

Four times per year, no later than March 1, June 1, September 1 and December 1, each Management Entity shall submit a written report to the Executive Director on the status of their goals for that calendar year and any activities or issues that may be of interest to the Recreational Authority.

This policy shall take immediate effect.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

The City of Traverse City and Charter Township of Garfield
Recreational Authority

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**Policy - Agreement for Management of the Historic Barns Park
Regarding: The Tent Lawn and Barns Amphitheater**

The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to establish how The Tent Lawn and Barns Amphitheater may be utilized by the Recreational Authority and the Management Entities.

Definition: The "Tent Lawn" includes the area labeled as 'Tent Lawn' on the Barns Master Site Plan; and more specifically, the area contiguous to the Barns Amphitheater, extending one-half acre to the north. The Amphitheater is the area labeled as such in the Barns Master Site Plan.

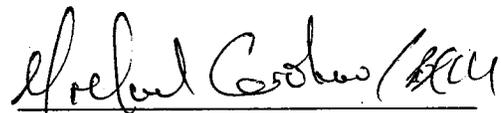
- The tent lawn and Barns Amphitheater are considered solely under the control of the Recreational Authority.
- The Recreational Authority has first access to the Tent Lawn and Barns Amphitheater.
- Management Entities may request use of the Tent Lawn or Barns Amphitheater and such requests shall receive the written approval of the Executive Director. Generally, requests will be considered on a first-come, first-serve basis. The Recreational Authority will consider requests for the upcoming year that are received by December 15; the requests shall be submitted through the MOU Committee on behalf of the Management Entities. Generally, because the Recreational Authority needs to generate funds to support the Historic Barns Park, the Recreational Authority will give preference to events that will generate revenue. Therefore, to maximize revenue generating opportunities, only events which will generate revenue will be considered on an annual basis; and non-revenue generating events will generally only be considered within 45 days prior to the event's proposed date(s).
- If revenue is generated from the use of the Amphitheater or Tent Lawn, ten (10) percent of the net income shall be paid to the Recreational Authority, to support the maintenance and improvement of the site.
- Any additional revenue generated through use of the Tent Lawn or Barns Amphitheater shall be invested to support the sponsoring Management Entity's mission on the site. Or, if the Management Entity desires, it may allocate revenues to another Management Entity or the Recreational Authority; but in any

case, the revenue generated shall be invested at the Historic Barns Park. When submitting a request for use, the Management Entity shall include an estimated statement of expenses and income for the event and how the income will be allocated. Within 45 days after the event, the Management Entity shall submit to the Executive Director an actual statement of expenses and income and how the income was allocated or will be allocated.

- If less than 45 days cancellation notice is given, or multiple cancelations are made, future requests for use may be denied. This provision does not apply in instances where an event must be canceled for reasons of inclement weather or other factors completely outside the Management Entity's control.
- The Executive Director may grant use of the Tent Lawn or Barns Amphitheater to management entities who make a request after December 15 of the upcoming year. If the same date is requested by two or more Management Entities, the Executive Director will refer the conflicting requests back to the involved Management Entities for their resolution within 30 days; if no resolution is reached, the Executive Director shall make a recommendation based upon the unique circumstances of the event, and the determination shall be made by the Board of Directors.
- The property shall be returned to the condition prior to the use at the sole expense of the user.

All provisions of this policy shall take immediate effect, with the exception that the provision regarding timeframe and protocol for submitting requests to use the Tent Lawn or Amphitheater shall take effect January 1, 2011.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

Policy - Agreement for Management of the Historic Barns Park
Regarding: Rejection of Uses Not Acceptable

The Recreational Authority Board of Directors hereby establishes the following policy, which shall be incorporated into and made part of the Master Site Plan, which is incorporated into and made a part of the Agreement for Management of the Historic Barns Park:

Purpose: The purpose of this policy is to establish that the Board of Directors may, at any time, reject uses of the property by management entities.

The public has entrusted the Board of Directors to ensure use of Recreational Authority property is consistent with the public's interests. Therefore, the Recreational Authority establishes that it may order the discontinuation of any activity conducted on the Historic Barns Park by a management entity. Although not all-inclusive, the following are general criteria that may result in the Authority's rejection of property use: uses that interfere with the site's function as a public park, which is dedicated to the recreation, relaxation and enrichment for the region's citizens and visitors; and uses that may endanger the safety and health of others.

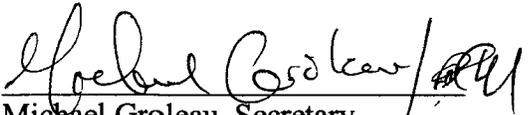
If the Executive Director determines that a use is an immediate danger to the public, the Executive Director shall immediately order that the use cease; all costs of such cessation shall be borne by the Management Entity, including any circumstances where the Executive Director determines it is in the best interests of the Authority to take action to cause such activity or issue to cease.

In all other cases, the following process shall be adhered to:

- The Executive Director shall call a meeting with the Management Entity; and the meeting shall occur within five (5) business days. The Executive Director shall endeavor to work on a solution of mutual-benefit to both parties.
- If appropriate, as determined by the Executive Director, the matter may be referred to the MOU Committee for a recommendation for consideration by the Executive Director.
- The Executive Director shall render a decision in writing and issue it to the responsible/directly affected Management Entity. The Executive Director's decision may be appealed in writing to the Recreational Authority Board of Directors; such appeal must be received by the Executive Director within ten (10) calendar days of the decision. The Board of Directors shall hear the appeal within thirty (30) calendar days of the appeal being filed with the Executive Director. The Board of Directors may schedule additional meetings to enable it to make a determination. Decisions by the Board of Directors are final and may not be appealed further.

This policy shall take immediate effect.

I hereby certify that this policy was adopted by the Recreational Authority Board of Directors at its meeting of March 16, 2010.


Michael Groleau, Secretary

ATTACHMENT C
SAMPLE DUE CARE PLAN WAIVER AND ACKNOWLEDGEMENT

**MANAGEMENT ENTITY DUE CARE PLAN WAIVER AND
ACKNOWLEDGEMENT**

The Recreational Authority is the owner of real property known as the Barns Property (sometimes referred to herein as the "Property").

On November 5, 2010, and November 24, 2010, Inland Seas Engineering prepared a Due Care Plan and an Environmental Studies Report for the Recreational Authority regarding environmental conditions at the Property (collectively referred to as the "Environmental Reports"), a copy of which is attached hereto and incorporated herein.

As the owner of the Property, the Recreational Authority is responsible for ensuring that the provisions of the Environmental Reports are followed.

Under the terms and conditions of a Management Agreement dated the __ day of _____, 2009, Management Entity is responsible for managing the Barns Property and has responsibility for Individual Areas on the Barns Property and collective responsibility with the other Management Entities for other areas on the Barns Property affected by the environmental conditions on the Barns Property disclosed in the Environmental Reports and, as such, Management Entity is an operator of the Property as defined by the Michigan Natural Resources and Environmental Protection Act.

Under the terms and conditions of the Management Agreement, Management Entity shall comply with applicable statutes, rules, and regulations of all federal, state and local government and agencies having jurisdiction, including all applicable state or federal environmental regulations and assumes the risk in performing under the Agreement.

Now therefore, consistent with Management Entity's obligations under the Management Agreement, Management Entity agrees as follows:

A. Receipt of Environmental Studies and Due Care Plan. Management Entity acknowledges receipt of the Environmental Studies and Due Care Plan and acknowledges the environmental conditions on the property therein disclosed, including the presence of asbestos, lead, and arsenic.

B. Compliance with Environmental Reports. Management Entity agrees to not interfere with response activities, cooperate and allow access to a party implementing response activities, comply with its due care responsibilities under Part 201 of Michigan's Natural Resources and Environmental Protection Act, and comply with the Environmental Reports, which compliance includes the following:

1. Only licensed asbestos abatement contractors may be retained for the removal of asbestos on the Property and enter Building 222 and the basement/crawl space of Building 208.
2. Training shall be provided for all employees, contractors, volunteers, or agents of Management Entity in the proper disposal of asbestos contaminated roof pieces on the Property.
3. Management Entity shall communicate the existence of asbestos contaminated material on the Property to its employees, contractors, volunteers, agents, guests and invitees. All construction, remodeling and renovation activities performed by Management Entity, its contractors, volunteers, employees, or agents must be completed in accordance with 40 CFR Part 61, Subpart M, the Michigan Asbestos Abatement Contractors Licensing Act, PA 135, as amended., and the Michigan Natural Resources and Environmental Protection Act, PA 451, as amended, Part 115, Solid Waste Management, and MIOSHA Part 602.
4. Until such time as the environmental conditions are abated, Management entity shall not allow its employees, contractors, volunteers, agents, guests, and invitees entry to Buildings 208 and 222 on the Property and shall instruct its employees, contractors, volunteers, agents, guests, and invitees to avoid contact with asbestos contaminated material in other buildings on the Property
5. Management Entity shall communicate the existence of lead based paint and dust on the Property to its employees, contractors, volunteers, agents, guests, and invitees. All construction, remodeling and renovation activities performed by Management Entity, its contractors, volunteers, employees, or agents must be completed in accordance with MIOSHA standard Part 603.
6. In the event that the Management Entity utilizes Building 221 as a Child Occupied Facility as that term is defined in 40 CFR Part 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and Michigan's Lead Abatement Act, all construction, renovation and remodeling activities performed by Management Entity, its contractors, volunteers, employees, or agents in connection with Building 221 must be completed in accordance with 40 CFR Part 745, Michigan's Lead Abatement Act, and Michigan's Department of Community Health Lead Hazard Control regulation.
7. Management Entity shall communicate the existence of soil contamination on the Property to its employees, contractors, volunteers, agents, guests, and invitees. All construction, improvements, or earth work shall be conducted in compliance with the Due Care Plan.

8. To the extent Management Entity is responsible for the Irrigation Well located on the Property, Management Entity will periodically sample the water from the Irrigation Well as indicated by the Environmental Reports and take appropriate steps to insure the health and safety of its employees, contractors, volunteers, agents, guests, and invitees as necessary. In the event such tests disclose contamination of the water from the Irrigation Well, Management Entity shall communicate the existence of contaminated water from the Irrigation Well to its employees, contractors, volunteers, agents, guests, and invitees. Management Entity shall not permit its employees, contractors, volunteers, agents, guests, or invitees to drink the water from the Irrigation Well.

C. Assumption of Risk and Waiver of Liability. Management Entity voluntarily and in consideration of the Management Entity's continued ability to manage the Property pursuant to the terms of the Management Agreement, releases the Recreational Authority and each and all of its elected and appointed officers, employees, volunteers, representatives, contractors, and agents from all liability, loss, costs, claims or damages whatsoever arising from, as a result of, or connected with the Environmental Conditions disclosed by the Environmental Reports and accepts the Property as is.

D. Management Agent's Contractor Responsibilities. When hiring a contractor or accepting volunteer work for areas with Environmental Conditions as identified in the Environmental Reports, the Management Entity shall make available a copy of the Environmental Reports to the Contractor or Volunteers and shall secure the written acknowledgement from such party that:

1. such party has received the Environmental Reports and will comply with them; and
2. such party is aware of and assumes the risk in performing work on the Property and releases the Recreational Authority and each and all of its elected and appointed officers, employees, volunteers, representatives, contractors, and agents from all liability, loss, costs, claims or damages whatsoever arising from, as a result of or connected with the Environmental Conditions disclosed by the Environmental Reports.

It is expressly understood that the Recreational Authority has no oversight or other control or authority over the Management Entity or its Contractor(s) or Volunteer(s) or their obligation to properly dispose of Hazardous Waste.

E. Third Parties. There are no third-party beneficiaries intended by this Waiver and Acknowledgement.

Management Entity

Date:

By:

Its:

Accepted by:

CITY OF TRAVERSE CITY AND
CHARTER TOWNSHIP OF GARFIELD
RECREATIONAL AUTHORITY

By: Ross Biederman, Chairperson

By: Michael Groleau, Secretary