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January 13, 2026

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until Wednesday, February 4, 2026 at 10:00 a.m. (EST) for the following:

**Con Foster Building Operation and Management Agreement  
(specifications attached)**

If the specifications are obtained from the City's website link at: [City of Traverse City Bids](#), it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids are posted by sending an e-mail requesting same to [ksheridan@traversecitymi.gov](mailto:ksheridan@traversecitymi.gov)

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for the "Con Foster Building Operation and Management Agreement." You must submit **two (2) sealed copies** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, emailed bids **will be** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "Con Foster Building Operation and Management Agreement," and submit your emailed bid to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov) before 10:00 a.m. (EST) on Wednesday, February 4, 2026.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. If you have any questions, please contact Deputy City Manager, Deborah Allen, at [dallen@traversecitymi.gov](mailto:dallen@traversecitymi.gov) before the bid is submitted.

PLEASE SUBMIT BID TO:                      Kim Sheridan, Purchasing Agent  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City, MI 49684  
[tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

## INTENT

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as “Offeror” to submit proposals to the City of Traverse City (CITY) to utilize the City of Traverse City Con Foster Building for an enriching recreational and cultural opportunity for the public. The Offeror would provide other related programming of an educational, cultural, community-focused, non-profit nature and has demonstrated the ability and experience to provide this experience to the public; under the following terms and conditions as listed in the Sample Management Agreement, Exhibit “B”.

The Con Foster building was formally the museum for Native American and pioneer artifacts. The museum vacated in 1999 and after some years vacant, was converted into a movie theatre by the Traverse City Film Festival. Today, the building is constructed for a movie theatre.

The City of Traverse City is exploring opportunities for select historic and public buildings to ensure they are actively used, well-maintained, and accessible to residents and visitors. Rather than leaving these properties underutilized or relying solely on City resources for upkeep, this allows organizations or businesses to bring new life, services, and experiences to these spaces while preserving their unique character.

### Community Benefits:

- **Public Access:** Uses that allow residents and visitors to enjoy the buildings through programs, events, or services will be prioritized.
- **Historic Preservation:** Properties will be cared for in ways that respect and highlight their historic and public value.
- **Economic Viability:** Active use of these buildings supports local jobs, attracts visitors, and strengthens the downtown and neighborhood economy.
- **Cultural Engagement:** The preferred identified uses for this building have been prioritized for educational, historical, cultural, environmental opportunities as well as the arts.
- **Community Engagement:** Applicants will be encouraged to partner with local organizations, schools, and community groups, creating opportunities for diverse programming and public participation.
- **Sustainability and Stewardship:** Operations are expected to follow environmentally responsible practices and maintain the buildings for future generations.

Partnering with other organizations offers enriching recreational and cultural opportunity for the public, ensures that public assets are not left vacant or underutilized, reduces the financial burden on the City, and allows creative, community-minded organizations to activate these spaces in ways that enrich the city for everyone. This approach balances preservation, public access, and financial sustainability while keeping these properties vibrant, safe, and meaningful for the community.

## Overview of the Property

The Con Foster Building is located at 181 E Grandview Pkwy, Traverse City, MI 49684. The building is currently constructed as a movie theatre, seating capacity is 164. If the selected use is incompatible with the sloped floor installed for the Theater use, the floor can be restored to a flat level pursuant to the attached documents (personal guarantee).

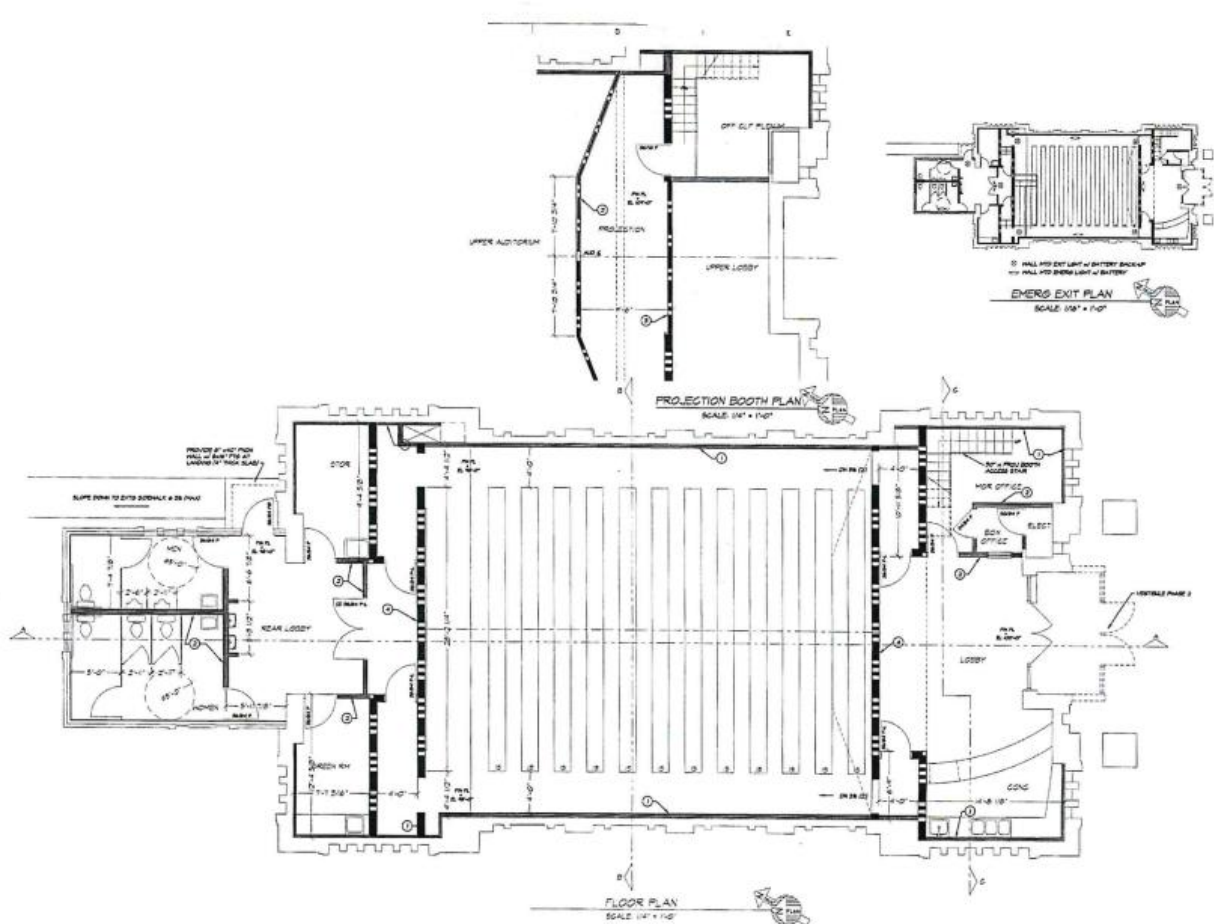
## KEY PURPOSE:

Emphasis on education, culture, environment and the arts.

## FLOOR PLAN OF THE CON FOSTER BUILDING:

### *EXHIBIT A – The Premises*

#### First Floor – main floor, ground level



## Allowed Uses of the Premises

The property may not be used for the following purposes: any purpose inconsistent with parkland use.

**Key Information about this building**

- **No planned improvements at this time.**
- **Building Improvements by Offeror:** Subject to City approval, any improvements must be provided in writing to the City and approved.
- **Historic Preservation:** This building is not categorized as historic.

**Terms and Conditions**

The proposed terms and conditions of the offered Agreement are as described in Attachment A, “Sample Management Agreement” included in this RFP.

**Rent**

The Offeror will be expected to cover the costs to operate the building.

**Term**

The term of the Agreement shall be for 5 years upon execution of the Agreement.

**Competitive Process**

This Management Agreement opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final Agreement rate agreeable to both the selected offeror and City.

**Mandatory Pre-Bid On Site Tour and Additional Information**

A mandatory site tour will be offered to those interested in submitting a proposal. The tour will take place on Wednesday, January 21, 2026 at 3:00 p.m. and can be coordinated by contacting City Facility Manager, David Wohlfert at [dwohlfert@traversecitymi.org](mailto:dwohlfert@traversecitymi.org). Questions regarding this opportunity must be sent to Deputy City Manager, Deborah Allen at [dallen@traversecitymi.gov](mailto:dallen@traversecitymi.gov) subject line, “Con Foster Building Operation and Management Agreement RFP”.

**Key Dates for this Request for Proposals**

**RFP Release:** January 13, 2026

**Mandatory Site Tour:** Wednesday, January 21, 2026 at 3:00 p.m., with David Wohlfert at [dwohlfert@traversecitymi.org](mailto:dwohlfert@traversecitymi.org)

**Initial Proposal Submittal Deadline:** February 4, 2026, at 3:00 p.m. (EST).

**Anticipated Date for Selection of Qualified Proposals Interviews:** February 12, 2026

**Anticipated Management Agreement Effective Date:** November 2026

**Required Documents**

Proposals must be submitted electronically to: [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

The following documents are required for a complete proposal

1. A letter signed by all managing members, owners, partners, or principals within your organization
2. Your Proposal, with clearly labeled sections for:
  - a. Offeror Identification
  - b. Criterion 1: Proposed Facility Use and Operations Plan
  - c. Criterion 2: Community Benefit and Value
  - d. Criterion 3: Financial Sustainability
  - e. Criterion 4: Organizational Capacity and Experience
  - f. Criterion 5: Environmental Stewardship
  - g. Criterion 6: Accessibility and Inclusivity
  - h. Criterion 7: Community Partnerships and Engagement
3. Identification and Credit Information for Business Entities  
Applies to corporations, LLCs, partnerships, or other business entities:  
Existing Business Entity:
  - Business Financial Statements for the last 2 years.
  - Supporting earnings, bank, or investment account statements.
  - A credit report for the business entity with credit score from the last 30 days.New Business Entity (created for this project):
  - Personal Financial Statements for all principals, showing total assets, liquid assets, and financial liabilities.
  - Credit reports for all principals with credit scores issued within the last 30 days.
4. Financial Information Required  
Provide both of the following:
  - Financial Statements (personal or business, as applicable).
  - Financial Projections for the proposed operations.

## **REQUIRED INFORMATION**

### **Criterion 1: Proposed Facility Use and Operations Plan**

This section should describe your overall vision for the property and demonstrate that your proposed use is compatible with the building, parkland, and beneficial to the community.

- a. Provide a clear explanation of your proposed use(s) and why they are well-suited to the facility.
- b. Submit a detailed operating plan describing normal hours of operation, business functions, and management structure.
- c. Provide specific examples of products, services, programs, or events you will offer, including sample pricing models if applicable.
- d. Estimate the number of occupants, expected daily visitors or customers, staffing levels (full-time, part-time, and seasonal), and parking needs for employees and patrons.
- e. Provide a detailed plan for any building improvements or modifications required to support your use, including timelines and compliance with building codes and ADA requirements.

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## **Criterion 2: Community Benefit and Value**

This section should demonstrate how your proposal will create a meaningful and measurable benefit to Traverse City residents, parkland, and the broader community.

- a. Describe how your operations will enhance the quality of life for residents, parkland, contribute to the local economy, and support cultural or recreational opportunities.
  - b. Explain how your proposal aligns with the City's Strategic Action Plan, Citywide Master Plan, and Parks and Recreation Master Plan.
  - c. Provide a detailed plan for community engagement, including strategies for involving a diverse cross-section of residents in programming, events, and decision-making.
  - d. Identify specific opportunities for public access to the facility.
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## **Criterion 3: Financial Sustainability**

This section should demonstrate your ability to meet the financial requirements of the proposal and ensure long-term stability.

- a. Provide proof of available funds to cover start-up and operational costs (e.g., bank statements, financing commitments, investment accounts).
  - b. Submit evidence of a proven financial track record, including recent credit reports and documentation of past success in meeting financial obligations.
  - c. Provide a detailed pro forma that includes:
    - Start-up costs and capital investments.
    - Stabilized revenues and all projected operating expenses.
    - All revenue sources, fees, and pricing assumptions.
    - Inflation and occupancy assumptions.
    - Five-year projections (or through the Agreement term).
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## **Criterion 4: Organizational Capacity and Experience**

This section should demonstrate your qualifications and ability to successfully operate and manage the property.

- a. Provide resumes of owners and key managers highlighting experience in facility management, operations, sales, and marketing.
- b. Provide descriptions of at least three similar projects, outlining your role, responsibilities, and results achieved.
- c. Describe your direct experience with managing comparable facilities, including the length of

operation, programming offered, and any capital repairs or improvements you have completed.  
d. Demonstrate your organizational structure and how responsibilities will be assigned.

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### **Criterion 5: Environmental Stewardship**

This section should describe how your operations will protect and enhance the environment.

- a. Describe practices for ecological protection, such as landscaping with native plants or habitat preservation.
  - b. Explain measures for energy conservation, such as efficiency upgrades, renewable energy use, or operational policies.
  - c. Describe water conservation strategies, including low-flow fixtures, irrigation practices, or stormwater management.
  - d. Outline a waste reduction and recycling program, including composting or reuse efforts.
  - e. Identify opportunities to engage staff, patrons, and the public in sustainability education.
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### **Criterion 6: Accessibility and Inclusivity**

This section should demonstrate how your proposal ensures equitable access and a welcoming environment for all.

- a. Describe how your facility will comply with ADA requirements and incorporate universal design principles.
  - b. Explain how your operations will promote social inclusivity, ensuring people of different ages, abilities, incomes, and cultural backgrounds feel welcome.
  - c. Provide strategies for equitable pricing and access, such as scholarships, free/low-cost programming, or tiered fees.
  - d. Identify policies, staff training, or initiatives that will support diversity, equity, and inclusion (DEI).
  - e. Describe how you will measure and improve accessibility and inclusivity over time.
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### **Criterion 7: Community Partnerships and Engagement**

This section should demonstrate how your proposal will strengthen connections with local organizations and engage residents in meaningful ways.

- a. Describe plans for partnerships with local nonprofits, schools, businesses, and community groups to expand the reach and impact of your operations.
- b. Explain how you will actively engage residents in shaping programs, services, or events offered at the facility.

- c. Provide examples of how you will share space, resources, or expertise with partners to maximize community benefit.
  - d. Outline your approach for ongoing communication and feedback, such as advisory committees, surveys, or community meetings.
  - e. Demonstrate how your proposal will build sustainable, long-term relationships that foster collaboration and strengthen community cohesion.
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### **Evaluation and Selection Process**

The City will review all responses to this RFP through an evaluation panel of City staff, who will make a recommendation to the City Commission. The City will not consider incomplete proposals or proposals submitted after the deadline. The City may request from any Offeror additional information or written clarification of a proposal after the submission date. Follow up interviews will be scheduled to further refine and provide clarification for the evaluation panel at the City's discretion.

The City reserves the right to reject one or all proposals, terminate negotiations, or cancel this RFP Solicitation at any time prior to executing a final Agreement without penalty or liability.



**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE: CON FOSTER BUILDING OPERATION AND MANAGEMENT AGREEMENT**

**DUE DATE: FEBRUARY 4, 2026 @ 10:00 a.m. (EST)**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept the City's standard Management Agreement, the terms of which are not negotiable, and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
**EMAIL ADDRESS:**

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
If corporation, state of corporation

**EXHIBIT "B"**

**AGREEMENT FOR CON FOSTER BUILDING MANAGEMENT**

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CITY OF TRAVERSE CITY**, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan 49684, (the "City") and \_\_\_\_\_, a \_\_\_\_\_ corporation, of \_\_\_\_\_ ("\_\_\_\_\_");

WITNESSETH

WHEREAS, the City of Traverse City desires to establish an activity at the Con Foster Building at the former Clinch Park Zoo (the "Con Foster Building") that would provide a recreational or cultural opportunity for the public that would benefit the community, fit the character of the area and compliment other park uses; and

WHEREAS, \_\_\_\_\_ has submitted a proposal for the Con Foster Building that would provide an enriching recreational and cultural opportunity for the public by managing the Con Foster Building as a \_\_\_\_\_ and providing other related programming of an educational, cultural, community-focused, non-profit nature and has demonstrated the ability and experience to provide this experience to the public; and

WHEREAS, the City has determined that \_\_\_\_\_ proposal to provide an enriching, cultural opportunity through management of the Con Foster Building as a \_\_\_\_\_ is a recreational opportunity for the public that would benefit the community, fit the character of the area and compliment other park uses and desires that \_\_\_\_\_ operate and manage the Con Foster Building for these purposes as an independent contractor; and

WHEREAS, the parties do not wish to dispose of or transfer any interest in the Con Foster Building or any parkland, but rather only wish to allow for the proper operation and management of the Con Foster Building for public recreational, educational, community-focused cultural opportunities;

NOW THEREFORE, in consideration of this Agreement and other good and valuable consideration including the substantial improvements to the Con Foster Building being financed by \_\_\_\_\_, the City and \_\_\_\_\_ agree as follows:

**1. Management and Operation of the Con Foster Building.**

\_\_\_\_\_ shall conduct the services and oversee the implementation of the plan as described in the Scope of Services and Management Plan, Attachment A, attached hereto and incorporated herein by reference except as may be modified by this Agreement. This Agreement does not grant exclusive use of any part of Clinch Park or the Con Foster Building to \_\_\_\_\_. That part of the Con Foster Building which is to be managed and operated by \_\_\_\_\_ is described on Attachment B attached hereto and incorporated herein by reference. Access to the Con Foster Building shall be available to the

City upon reasonable notice. The City and the \_\_\_\_\_ shall cooperate in the planning and coordination of events in the Con Foster Building and the surrounding parkland as such events may relate to one another.

2. **City Funds.** No expenditure of City funds is authorized by this Agreement. \_\_\_\_\_ may request the City Manager or City Commission to expend funds in furtherance of the operation and management of the Con Foster Building, but the City shall be under no obligation to do so.

3. **Period of Performance.** The obligations under this agreement shall commence on the date of this Agreement, and continue for a period of ten (10) years. It may be terminated by the City at any time "For Cause" after allowing thirty (30) days to cure the infraction following written notice. Examples of infractions considered cause for termination include breach of contract, gross negligence, illegal activities, loss of non-profit status of \_\_\_\_\_ or order of a court of competent jurisdiction. At least six (6) months prior to the expiration of the term of this Agreement, \_\_\_\_\_ shall communicate its intention to extend this Agreement or allow it to expire to the City. If \_\_\_\_\_ desires to extend this Agreement beyond the initial term contemplated herein the parties shall meet to discuss what additional compensation \_\_\_\_\_ is to remit to the City, if any, for the privilege of managing the Con Foster Building. At that time the parties may revisit other terms and conditions of this Agreement if they so choose.

Upon the expiration or the termination of the Period of Performance of this Agreement, \_\_\_\_\_ shall leave the Con Foster Building to the City in good order and broom clean condition. \_\_\_\_\_ shall remove all of its personal property and shall repair any damage to the Con Foster Building caused by such removal. Any personal property of \_\_\_\_\_ or of anyone claiming under \_\_\_\_\_ which shall remain in the Con Foster Building after expiration or termination of this Agreement, shall be deemed to have been abandoned by \_\_\_\_\_, and may be removed by the City and disposed of in such a manner as the City may see fit, and the City shall not be responsible for the same. In the event \_\_\_\_\_ alters the floor of the Con Foster Building in the course of its management thereof to create an angle, \_\_\_\_\_ shall return the floor to its original flat and level state upon the expiration or termination of the Period of Performance of this Agreement.

4. **Coordination of Activities.** \_\_\_\_\_ and the City agree to meet and confer not less than annually on the approximate anniversary of this agreement to review the progress and discuss changes to the Management Plan and this Agreement. \_\_\_\_\_ shall meet with the City Manager upon seven (7) days written notice from the City Manager. \_\_\_\_\_ shall not make any improvement to or modification of the Con Foster Building or surrounding parkland without the express written approval of the City Manager. By April 30 of every year \_\_\_\_\_ shall submit to the City Manager a written description of the activities it has conducted on the site during the preceding year and the activities it intends to conduct on the site that forthcoming year.

5. **Improvements.** \_\_\_\_\_ shall not make any improvements to or modifications of the Con Foster Building or surrounding parkland other than those improvements or modifications outlined in Attachment A without the express written approval of the City

Manager. \_\_\_\_\_ shall immediately notify the City Clerk of any improvements to the Con Foster Building so that appropriate insurance amounts or policies may be adjusted.

6. **Ownership of Improvements.** All improvements or modifications to the Con Foster Building shall belong to the City. Unless written notice is given to the City Manager all improvements to the site to be used for park purposes shall belong to the City. However, all personal property related to the activities being provided by \_\_\_\_\_ shall remain the property of \_\_\_\_\_. \_\_\_\_\_ shall not accept any gifts of any kind on behalf of the City, but shall refer donors to the City Manager. \_\_\_\_\_ may however, accept gifts from donors in support of its activities and for site improvements outlined in the Management Plan.

7. **Storage.** \_\_\_\_\_ may store equipment in the Con Foster Building during the term of this Agreement. \_\_\_\_\_ shall obtain and maintain property insurance on all equipment and other personal property brought onto the site. No storage of fuel shall occur on City property including in vehicles or otherwise, excepting fuel in vehicles operating fuel tanks.

8. **Utilities and Waste Disposal.**  
a. Utilities. \_\_\_\_\_ shall be responsible for payment of all utilities including electrical service charges, charges for its phone service, water, sewer and gas charges, alarm system charges and internet service.

b. Waste. \_\_\_\_\_ may not dispose waste commonly associated with its operations in a City owned dumpster. \_\_\_\_\_ shall provide a dumpster for any waste generated by its operations for this purpose and shall arrange for it to be placed in an area acceptable to the City. Any construction waste shall be disposed of as agreed by the City Parks Department.

9. **Signs.** All signs shall conform to the City's Sign Ordinance or other applicable policies, including the Banner Policy. No sign shall be erected by \_\_\_\_\_ unless approved in writing by the City.

10. **Taxes.** Should a determination be made that the use of the Con Foster Building as contemplated in this Agreement is subject to taxes for any reason \_\_\_\_\_ shall be responsible for payment of any such taxes required including any applicable or related penalties or interest. This provision shall survive the termination of this Agreement.

11. **Independent Contractor.** The relationship of \_\_\_\_\_ and its employees, agents and volunteers to the City is that of an independent contractor. \_\_\_\_\_ agrees to conduct itself consistent with that status. Neither \_\_\_\_\_ nor its employees, officers, agents or volunteers will claim to be an officer, employee or agent of the City, or make any claim, demand, or application to or for any rights or privileges applicable to any officer or employee of the City, including without limitation, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

12. **Standard of Care.** \_\_\_\_\_ shall perform the work and provide all services in a good and professional manner, and assumes the risk in performing under this Agreement. \_\_\_\_\_ shall be solely responsible and answerable in damages for all improper work, accidents or injuries to persons or property resulting from actions or negligence of its officers, agents, employees or volunteers. \_\_\_\_\_ specifically represents and agrees that its staff possesses the experience, knowledge and competence necessary to provide the improvements and services required in this Agreement.

13. **Insurance.**

- a. General Liability. \_\_\_\_\_ shall purchase and maintain general comprehensive liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and with a deductible of not more than one thousand dollars (\$1,000). Said policy shall name the City of Traverse City as an additionally named insured. Written notification of insurance cancellation shall be provided to the City Clerk of Traverse City 10 days prior to cancellation.
- b. Property Insurance. The City shall maintain and pay for property insurance for the Con Foster Building. \_\_\_\_\_ shall be responsible for acquiring and maintaining insurance for its personal property.
- c. Workers' Compensation. \_\_\_\_\_ shall maintain suitable workers' compensation on its employees and volunteers pursuant to Michigan law, and \_\_\_\_\_ shall provide a certificate of insurance to the City on execution of this agreement.

14. **Guarantee.** In order to guarantee that the Con Foster Building is returned to an acceptable condition upon termination or expiration of the term of this Agreement, as it may be extended, \_\_\_\_\_ shall provide a bond in the amount of \_\_\_\_\_ OR shall deposit annually an amount equal to three percent (3%) of the initial bond with the City to cover the additional cost of inflation.

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

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

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

16. **Compliance with Regulations.** \_\_\_\_\_ shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities.

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

18. **Prohibition Against Assignment.** This Agreement is intended to secure the services of \_\_\_\_\_ because of its abilities and reputation, and none of \_\_\_\_\_ duties under this Agreement shall be assigned, subcontracted, or transferred.

\_\_\_\_\_ shall not pledge its rights under this Agreement for any reason as security to obtain financing. The parties agree that such pledge shall be an automatic, material and incurable breach of this Agreement resulting in termination of this Agreement effective as of the attempt by \_\_\_\_\_ to make such pledge.

19. **Notice.** Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to \_\_\_\_\_ or the City, it shall be directed to the party at its address as specified in this Agreement, or at such other address as either party may designate by written notification.

20. **Amendments.** This Agreement, including Attachment A may be modified, but such modification shall be in writing and signed by \_\_\_\_\_ and the City.

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

(a) **Mediation.** If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of

a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

(b) **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 Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13<sup>th</sup> Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County 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 this 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.

(e) **Emergency Injunctive Relief.** Nothing in this Agreement shall prohibit either party from seeking emergency injunctive relief, should the situation warrant it under MCR 3.310.

22. **Interpretation.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event that a provision in this Agreement conflicts with any provision contained in the attachments hereto, the terms of this Agreement shall control.

23. **Entire Agreement.** This Agreement, together with all attachments, constitutes the entire agreement of \_\_\_\_\_ and the City, and there are no valid promises, conditions or understandings which are not contained in this Agreement.

24. **Third Parties.** There are no third-party beneficiaries intended by this Agreement.

25. **Authority to Execute.** \_\_\_\_\_ and the City agree that the signatories appearing below are authorized to execute this Agreement on behalf of the respective parties.

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



By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_, City Manager

Lauren Tribble-Laucht, City Attorney