

I-4 Tennis Facility Management Services Agreement (Introduced by: Mark F. Miller, Acting City Manager)

Resolution #2018-05-083
Moved by Henderson
Seconded by Baker

WHEREAS; On April 23, 2018, Troy City Council authorized City Management to enter into an agreement with Troy Racquet Club, LLC of Troy, MI, for a ten (10) year term with two (2) 5-year renewal options to provide Tennis Facility Management Services for the City of Troy, (Resolution #2018-04-061);

THEREFORE, BE IT RESOLVED; That Troy City Council hereby **APPROVES** the Tennis Ground Lease agreement between the City of Troy and the Troy Racquet Club, and the Mayor and Clerk are **AUTHORIZED** to execute the agreement on behalf of the City of Troy; a copy shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the approval is **CONTINGENT** upon the firms' submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

Yes: All-7
No: None



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 16, 2018
To: Mark F. Miller, Acting City Manager
From: MaryBeth Murz, Purchasing Manager
Elaine S Bo, Recreation Director
Subject: Tennis Facility Management Services Agreement

History

On April 23, 2018 City Council reviewed the responses to the City's Request for Proposals, and awarded the bid to the *Troy Racquet Club, LLC*, and authorized City Administration to negotiate an agreement for a ten (10) year term with two (2) 5-year renewal options for Tennis Facility Management Services for the City of Troy (Resolution #2018-04-061). The parties have negotiated the attached lease for your consideration. It requires *Troy Racquet Club, LLC*, to provide year round tennis programs and leagues for the community, and to maintain and operate the City facility.

City Council should also be aware that the unsuccessful bidder, *All Court Tennis*, has submitted a protest to the City, and demanded that they be awarded the contract for Tennis Facility Management Services. City Administration intends to respond to this communication once the matter is finalized.

Purchasing

The Tennis Ground Lease is attached for City Council review and approval.

Financial

The attached Tennis Grounds Lease would be for a ten (10) year term with two (2) 5-year renewal options with an annual income to the City starting at \$52,000 per year, which will escalate if there is an annual change in the Consumer Price Index.

Recommendation

City Management recommends approval of the attached Tennis Grounds Lease Agreement with the *Troy Racquet Club, LLC of Troy, MI* for a ten (10) year term with two (2) 5-year renewal options with an annual income to the City of \$52,000 per year.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--------|
| PRODUCER Mason McBride, Inc 3290 West Big Beaver Road #503 P.O. Box 7028 Troy MI 48007-7028 | CONTACT NAME: Stephanie Fabiszewski | |
| | PHONE (A/C, No, Ext): (248) 822-7170 FAX (A/C, No): (248) 822-7150 E-MAIL ADDRESS: sfabiszewski@mason-mcbride.com | |
| INSURED Troy Racquet Club LLC 3400 Civic Center Drive Troy MI 48084 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Cincinnati Insurance Company | 10677 |
| | INSURER B: Frankenmuth Mutual Insurance | 13986 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: CL1872504235 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | EPP0092307 | 7/1/2018 | 7/1/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | EPP0092307 | 7/1/2018 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | EPP0092307 | 7/1/2018 | 7/1/2021 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| | DED RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | WC0784765 | 7/1/2018 | 7/1/2019 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

kristine.kallek@troy.mi.gov

City of Troy
500 E. Big Beaver Rd
Troy, MI 48083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott McBride/SFABI

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NONCONTRIBUTORY AMENDMENT OF CONDITIONS FOR DESIGNATED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization (Additional Insured):

CITY OF TROY
500 E BIG BEAVER RD
TROY, MI 48083-1391

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise,
b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name and mailing address of person(s) or organization(s):

**CITY OF TROY
500 E BIG BEAVER RD
TROY, MI 48083-1391**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.