



# Royal Oak

## Agenda

### Royal Oak Downtown Development Authority Meeting

Wednesday, August 21, 2024, 4:00 p.m.

City Hall Commission Chambers Room 121

203 South Troy Street

Royal Oak, MI 48067

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at 248-246-3050 at least two (2) business days prior to the meeting.

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1.	Call to Order	
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3.	Approval of Minutes	
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4.	Expense Items	
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5.	Business	
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DOWNTOWN DEVELOPMENT AUTHORITY  
CITY COMMISSION CHAMBERS  
ROYAL OAK, MICHIGAN  
[www.romi.gov](http://www.romi.gov)

Wednesday, July 24, 2024  
Regular Meeting  
4:00 P.M.

Present

Kyle DuBuc  
Jay Dunstan  
Michael Keith  
Arbor Laclave  
Lori London  
Michael Sophiea, Chairperson  
Mark Vanneste  
Gail von Staden  
Mark Wollenweber, Interim City Manager  
Anthony Yezbick, Vice Chairperson

Absent

Salvatore LoGrasso

Staff

Timothy E Thwing, Executive Director  
Daniel Solomon, Downtown Manager

\*\*\*\*\*

1. Call to Order
2. Public Comment
3. Approval of Meeting Minutes from June 26<sup>th</sup>, 2024
4. Expense Items
  - a. Monthly Expenses June 2024
5. Business
  - a. Plante & Moran Presentation
  - b. RO Live 2024 – 45 Day Review
  - c. Sign Grant Application – Clear2 Mortgage
  - d. Request for DD\$ - ABE Fashion Show 2024
  - e. Draft Master Plan – Downtown Core/Activity Center
6. Reports
  - a. Siren Communication and Impact Report July 1, 2023 – June 30, 2024

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## 1. CALL TO ORDER

Chairperson Sophiea called the meeting to order at 4:03 p.m.

\* \* \* \* \*

## 2. PUBLIC COMMENT

Chairperson Sophiea opened Public Comment.

After all public comment was received, public comment was closed.

\* \* \* \* \*

## 3. APPROVAL OF MEETING MINUTES FROM JUNE 26, 2024

**MOVED** by Director Laclave  
**SECONDED** by Director Wollenweber

**To Approve** the minutes of the June 24, 2024, meetings, as present.

**MOTION APPROVED UNANIMOUSLY.**

\* \* \* \* \*

## 4. EXPENSE ITEMS

### a. Monthly Expenses June 2024

The invoices received and paid for the month of June 2024 were provided as information, no action is required.

\* \* \* \* \*

## 5. BUSINESS

### a. PLANTE & MORAN PRESENTATION

**MOVED** by Director Laclave  
**SECONDED** by Director Wollenweber

**Be It Resolved:** the Royal Oak Downtown Development Authority hereby recognizes its role and commitment to the parking system and the terms contained in the DDA Financing Contract (Series 2018 Revenue Bonds) thereby authorizing the transfer of \$1.5 million as requested by the city in the most appropriate method, and

**Be It Further Resolved:** discussions should continue regarding how to address issues related to the parking system.

**MOTION APPROVED UNANIMOUSLY.**

\* \* \* \* \*

**b. RO LIVE 2024 – 45 DAY REVIEW**

Shelly Kemp presented materials related to the RO Live 2024 event.  
No action was necessary or taken.

\* \* \* \* \*

**c. SIGN GRANT APPLICATION – CLEAR2 MORTGAGE**

**MOVED** by Director Laclave  
**SECONDED** by Director Wollenweber

**Be it resolved**, the Downtown Development Authority hereby approves the application for a sign grant for 219 S Main St as a reimbursement in an amount not to exceed \$3,500 or 50% of the actual project cost, whichever is less.

**MOTION APPROVED UNANIMOUSLY.**

\* \* \* \* \*

**d. REQUEST FOR DD\$ - ABE FASHION SHOW 2024**

**MOVED** by Director Yezbick  
**SECONDED** by Director Dubuc

**Be it resolved**, the DDA Board authorizes the Downtown Manager to administer payment of up to \$150 Downtown Dollars for up to 35 models hired for the Arts, Beats, & Eats 2024 Fashion Show at an expense not to exceed \$5,500

**MOTION APPROVED UNANIMOUSLY.**

\* \* \* \* \*

**e. DRAFT MASTER PLAN – DOWNTOWN CORE/ACTIVITY CENTER**

The Draft Master Plan was referred to each committee for review and a recommendation.

\* \* \* \* \*

**6. REPORTS**

**a. Siren Communications and Impact Report July 1, 2023 – June 30, 2024**  
Provided for information no action necessary.

\* \* \* \* \*

There being no further business to bring before the Royal Oak Downtown Development Authority, the following motion was made:

**MOVED** by Director Laclave  
**SECONDED** by Director Keith

**To Adjourn** the July 24, 2024, DDA regular meeting at 5:22 p.m.

**MOTION APPROVED UNANIMOUSLY.**

  
Timothy E. Thwing, Executive Director

\*\*\*\*\*

**DRAFT**



# Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 8/21/2024

211 Williams Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
downtownroyaloak.org

## MEMORANDUM

DATE: August 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **EXPENSE ITEMS - MONTHLY**

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Listed below are the invoices for the month(s) of July 2024 that were received and paid.

<u>Vendor</u>	<u>Payment Detail</u>	<u>Amount</u>
Worry Free	CBD Maintenance June 24-30	\$13,200.00
Jonathan Witz & Associates	Taco Fest Payment #2	\$25,000.00
Plante & Moran PLLC	Professional Services	\$2,492.50
Cary Tigani	SDS Performer 6/8	\$250.00
Jason Locke	SDS Performer 6/8	\$200.00
Caleb Sanchez	SDS Performer 6/8	\$200.00
Pulp Media-Bureau	June Photos/Video	\$6,500.00
RO Chamber	RO Live 2024 Payment #2	\$35,000.00
HOUR Media	DBusiness June	\$1,500.00
iHeart Media	June Radio Ads	\$5,769.28
Fleis & Vandenbrink	5 <sup>th</sup> St Plaza Design Services	\$4,790.00
effectv	June Ads	\$8,934.75
Jonathan Witz & Associates	RO Holiday Village Payment #1	\$150,000.00
Worry Free	CBD Maintenance July 1 - 7	\$13,200.00
Worry Free	CBD Maintenance July 8 - 14	\$13,200.00
Worry Free	CBD Maintenance July 15 - 21	\$13,200.00
Worry Free	CBD Maintenance July 22 - 28	\$13,200.00
HOUR Media	Magazine Ad	\$5,865.00
Community Pub & Marketing	RO Today Ad Q3	\$3,400.00

Caleb Sanchez	SDS Performer 7/13	\$200.00
Mike Conrad	SDS Performer 7/13	\$200.00
Caleb Sanchez	SDS Performer 8/10	\$200.00
Dakota Bowman	SDS Performer 8/10	\$200.00
Cary Tigani	SDS Performer 8/10	\$200.00
IRE Crown Rinks LLC	Ice Rink Deposit	\$50,000.00



# Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

## MEMORANDUM

DATE: AUGUST 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **SPONSORSHIP AGREEMENT RORA – 2024 BEER STROLL, 2025 WINE STROLL & 2025 RESTAURANT WEEK**

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At its July 2<sup>nd</sup>, 2024, meeting the Marketing and Business Relations Committee discussed a request for financial assistance from the Royal Oak Restaurant Association, RORA. The request mirrored a similar request in 2023-24 that was approved by the DDA.

The RORA is requesting a total of \$30,000 spread out over three (3) events; 2024 Beer Stroll, 2025 Wine Stroll and 2025 Restaurant Week. The committee is recommending approval (3-1).

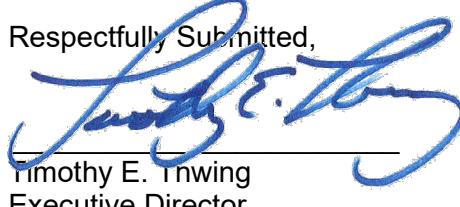
Based upon that recommendation attached is a proposed sponsorship agreement for the board's consideration as well as the following resolution:

**Be it resolved**, the DDA approves the sponsorship request for the Royal Oak Restaurant Association's Beer Stroll in an amount not to exceed \$10,000, and

**Be it further resolved**, the DDA approves the sponsorship request for the Royal Oak Restaurant Association's Wine Stroll in an amount not to exceed \$10,000, and

**Be it further resolved**, the DDA approves the sponsorship request for the Royal Oak Restaurant Association's Royal Oak Restaurant Week in an amount not to exceed \$10,000 and authorizes the executive director to execute the attached agreement.

Respectfully Submitted,



Timothy E. Trnwing  
Executive Director



## **SPONSORSHIP AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of August 2024 by and between the Royal Oak Downtown Development Authority ("DDA"), and Royal Oak Restaurant Association ("Event Manager").

WHEREAS, the DDA shall engage the Event Manager as an independent contractor, and not as an employee, to perform certain services for the 2024 Beer Stroll, 2025 Wine Stroll, and 2025 Royal Oak Restaurant Week ("events").

NOW, THEREFORE, the Event Manager and the DDA do hereby agree as follows:

### **Responsibilities of Event Manager**

1. Event Manager's primary responsibility shall be to plan, direct and implement all aspects of the events consistent with the description of each event provided and presented to the DDA at its August 21, 2024 meeting, see attached proposal (Appendix B). The Event Manager shall have no authority to, and shall not, (i) make any statement on behalf of the DDA, or (ii) bind or otherwise obligate the DDA to any contract at any time.
2. Event Manager will include DDA logos in all marketing materials and media coverage as a large sponsor of the event.
3. Within 45 days after each of the events, the Event Manager shall meet with the DDA to evaluate outcomes of the event.

### **Responsibilities of DDA**

1. The DDA agrees to be a sponsor for the events in the amount of ten thousand dollars (\$10,000) for each event respectively.
2. The DDA shall disburse the sponsorship after the completion of each event and receipt of an invoice from the Event Manager.
3. Invoices will be paid in accordance with the City of Royal Oak's accounts payable schedule (Appendix A).

### **Term of Agreement**

The term of this Agreement shall be effective from the date first set forth above through the scheduled date for completion of the event ("term"), unless terminated earlier as provided herein. However, the event manager's financial and certain other obligations noted herein shall continue in effect until such responsibilities have been completed.

### **Permits**

The Event Manager is responsible for obtaining all necessary permits and/or approvals from the city, including but not limited to special event, building and/or electrical permits. Any proposed operations and/or activities are subject to city approval under a special event permit.

### **Relationship of Parties**

This is a sponsorship agreement. The parties to this agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this agreement. The Event Manager shall not act or represent or hold itself out as having authority to act as an agent or partner of the DDA or in any way bind or commit the DDA to any obligations, without the prior written consent of the DDA.



203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
[downtownroyaloak.org](http://downtownroyaloak.org)

### **Termination**

This Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this agreement; (ii) by either party at the event evaluation for any reason, including convenience; or (iii) by mutual agreement of the parties.

Should the event be canceled or otherwise not occur, the Event Manager will refund all sponsorship funds provided by the DDA less permit fees and un-refundable deposits. If an Act of God, terrorist situation or other force majeure cancels the event, those sponsorship funds already paid will not be refunded by the Event Manager and DDA will be released of any further obligations or responsibilities included within this agreement.

### **Indemnification**

The DDA agrees to indemnify and hold Event Manager harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that event manager may incur by reason of any third-party claim or suit arising out of or in connection with the DDA's negligence, gross negligence, intentional misconduct or failure to perform pursuant to this agreement.

Event Manager agrees to indemnify and hold the DDA harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the DDA may incur by reason of any third-party claim or suit arising out of or in connection with event manager's failure to perform pursuant to this agreement, as well as the negligence, gross negligence, or intentional misconduct of event manager, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.

### **Insurance**

Event Manager shall at all times during the term of this agreement maintain current comprehensive general liability insurance coverage in the minimum amount of \$1 million dollars per occurrence. The Event Manager shall provide a certificate of insurance evidencing such coverage to the DDA and shall name the DDA and the City of Royal Oak as additional insureds thereon solely with respect to the events and activities which are the subject of this agreement.

Additionally, the Event Manager shall obtain insurance covering all event participants and any incident related to the execution of the event on the day prior to the event, on the day of the event, or at any time related to the event and name the DDA and the City of Royal Oak as additional insureds.

### **No Assignment**

No party hereto may assign or transfer its rights or obligations arising under this agreement without the prior written consent of the other party hereto. This agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.

### **Authority**

Each party hereto represents and warrants to the other that it has the authority to enter into this agreement and that it is not a party to any other agreement which prohibits it from entering into this agreement or which renders any provision of this agreement ineffective or unenforceable.

### **Governing Law and Forum**

This agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under Michigan law, without giving effect to its conflict of law provisions.



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**Notice**

Any notice by either party to the other under this agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated.

Royal Oak Restaurant Association  
112 East Third Street  
Royal Oak, MI 48067

Royal Oak Downtown Development Authority  
203 South Troy Street  
Royal Oak, MI 48067  
(248) 246-3286

**Cooperation**

To the extent that the DDA retains any other entity to engage in activities on behalf of the DDA compatible with Event Manager's responsibilities, Event Manager agrees to cooperate with any such entities with respect to such activities.

**Entire Agreement**

This agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

Royal Oak Downtown Development Authority

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Timothy E. Thwing, Executive Director

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Date

Royal Oak Restaurant Association

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Carrie O'Neill, President  
Royal Oak Restaurant Association

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Date



**Royal Oak  
DOWNTOWN  
DEVELOPMENT AUTHORITY**

203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
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This agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

Royal Oak Downtown Development Authority

\_\_\_\_\_  
Timothy E. Thwing, Executive Director

\_\_\_\_\_  
Date

Royal Oak Restaurant Association

*Carrie O'Neill*

Carrie O'Neill, President  
Royal Oak Restaurant Association

\_\_\_\_\_  
Date

*8-2-2024*



Royal Oak Restaurant Association (RORA) mission statement:

The Royal Oak Restaurant Association was created to promote and strengthen the hospitality industry in Royal Oak and to support the local community.

This is the creed we stand by. We want to strengthen the hospitality industry- which goes further than just restaurants. It includes the shops, salons, bakeries, etc. that make up the diverse downtown that has been created. We would further like to promote entrepreneurship; to be a strong advocate for all business owners to achieve even more success than they thought possible. If our downtown is busy- than so it will be for all. The main goal for every event and project that we are part of is to raise awareness and foot traffic to our beautiful downtown area.

This is becoming slightly more difficult than it once was. The renaissance of Downtown Detroit, although fantastic, has taken it's toll on all surrounding downtown communities. The continuation of our cities healthy night life, although fruitful, does not leave us as a well rounded area. We are trying to set our sights on being an outside food destination spot. As an association, we feel we are working in that direction, but we are not there yet. Creating and promoting food based events and activities is one way we try to do this.

We are asking for assistance to continue to put on and grow events that help Royal Oak build relevance and continue to thrive.

### **Beer Stroll**

This event will take place next year on October 5th. This past year it took place on October 7th - our first in years, and was a huge success. The basis of this event is for the restaurants to choose a craft beer to feature and then pair it with a food sample, an amuse bouche. The attendees travel from site to site, creating foot traffic in our downtown area and hopeful exploration. We sold nearly 1000 tickets and expect it to

only grow, from the amazingly positive feedback we received from attendees.

### **Spring Restaurant week**

Restaurant Weeks are not a new idea. Many Downtown areas- as well as big cities, utilize these campaigns to drum up excitement for the restaurants, as well as the actual city. These weeks, each restaurant gets to create an additional three course menu to highlight what our establishments are capable of. We, as a city, need to continually grow and change to stay competitive. To stay fresh. Having our diverse restaurants create unique, new menus, multiple times a year, gives reason for patrons to come back. This event proves there are reasons to make a trip to our fair city for a true culinary experience. After this year's week we asked for all restaurants for feedback on how it went... it was a complete success.

### **Wine Stroll**

This event always takes place the Saturday after Mothers Day. It is the wine version of Beer Stroll and usually brings 1500 to 2000 people into town for nearly the last 25 years.

We are asking for your assistance. With the inflation of products and services, it is becoming much more financially difficult to put these events on. We are asking for the DDA for a total of \$30,000 for partial cost assistance for all three events to continue our efforts in keeping Royal Oak a pertinent event town. Each event brings 1000's of consumers to the area and with the increasing bottom line costs around 20k per event to put on .

These funds will be used to help cover **part** of the cost of each, including :

- Social Media Marketing including securing influencers for marketing purposes
- Event coordinator fee
- Printed materials : Menus, lanyards, etc.
- Cups and Materials
- Insurance for events

We firmly believe that coordinated and planned out, successful events help promote the entire downtown.

2024 ACCOUNTS PAYABLE CALENDAR			
	FINANCE	CHECKS	
	CUT-OFF	ISSUED	
	(TUES NOON)	(TUESDAY)	
<b>NOTE:</b> Some cut-off dates have been changed due to the Holidays			
Friday	12/29/23		01/09/24
	01/16/24		01/23/24
	01/30/24		02/06/24
	02/13/24		02/20/24
	02/27/24		03/05/24
	03/12/24		03/19/24
	03/26/24		04/02/24
	04/09/24		04/16/24
	04/23/24		04/30/24
	05/07/24		05/14/24
	05/21/24		05/28/24
	06/04/24		06/11/24
Monday	06/17/24		06/25/24
Monday	07/01/24		07/09/24
	07/16/24		07/23/24
	07/30/24		08/06/24
	08/13/24		08/20/24
	08/27/24		09/03/24
	09/10/24		09/17/24
	09/24/24		10/01/24
	10/08/24		10/15/24
	10/22/24		10/29/24
	11/05/24		11/12/24
	11/19/24		11/26/24
	12/03/24		12/10/24
	12/17/24	Checks dated Mon.	12/23/24
Friday	12/27/24		01/07/25



**Royal Oak  
DOWNTOWN  
DEVELOPMENT AUTHORITY**

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

**MEMORANDUM**

DATE: AUGUST 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: RO HOLIDAY VILLAGE 2024 AMENDED PLAN & AGREEMENT

---

The board may recall that it approved a sponsorship agreement for the RO Holiday Village at its May 15<sup>th</sup>, 2024, meeting. A copy of that agreement is attached.

At its August 6<sup>th</sup>, 2024, meeting the Marketing and Business Relations Committee received and reviewed a revised/reduced scope for this event. The committee is recommending approval of the amended plan.

Based upon that recommendation attached is an amended sponsorship agreement for the board's consideration as well as the following resolution:

**Be It Resolved:** the Royal Oak Downtown Development Authority hereby approves the amended sponsorship agreement with Jonathan Witz & Associates (JWA) related to the RO Holiday Village and authorizes the Executive Director to execute the agreement.

Respectfully Submitted,

Timothy E. Thwing  
Executive Director



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Royal Oak, MI 48067  
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### **AMENDED SPONSORSHIP AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into this 21<sup>st</sup> day of August, 2024 by and between the City of Royal Oak Downtown Development Authority ("DDA"), a public body corporate created pursuant to Act 197 of 1975, as amended, with offices located at 203 South Troy St, Royal Oak, MI 48068; and Jonathan Witz & Associates, ("JWA"), a Michigan corporation with offices located at 301 W Fourth Street, Suite LL 150, Royal Oak, Michigan 48067.

WHEREAS, JWA and DDA entered into a sponsorship agreement on May 15<sup>th</sup>, 2024 where JWA would create, produce and operate a Holiday Village in downtown Royal Oak in 2024 under the terms and conditions set forth in that Agreement;

WHEREAS, JWA and DDA desires to amend that agreement under the terms and conditions set forth in this Amended Agreement; and

NOW, THEREFORE, JWA and the DDA do hereby agree as follows:

#### **Responsibilities of JWA**

1. JWA's primary responsibility shall be to plan, direct and implement all aspects of the 2024 Holiday Village event as outlined in the event overview and attached hereto as Exhibit A.
  - a. In providing the aspects of the Amended Exhibit A, JWA agrees to spend a minimum of \$50,000 on programming elements, a minimum of \$20,000 on a total of three Market Huts, \$17,500 on enhanced lighting elements and a tree lighting programmed event in Centennial Commons in Royal Oak, \$15,000 in program management fees, and \$17,500 on marketing and advertising for the Holiday Village Event. JWA has the right to reallocate funds in the above budgeted categories. JWA agrees to provide proof of such expenditures at the conclusion of the program to the DDA if requested.
  - b. The aspects of Amended Exhibit A provided by JWA shall include: (i) the dates and hours indicated or as maybe modified by the city as part of the special event permit, (ii) display and use of the Christkindl-Style Market with three (3) market hut structures, (iii) themed programming attractions to be determined by JWA, to include some or all of the following activations; visits with Santa, an enhanced tree lighting ceremony program, carriage rides, community events that may include student choir presentation, (iv) a cookie crawl that is similar in structure to the 2023 cookie crawl in Royal Oak; (v) an "elves" themed scavenger hunt to promote visits to local Royal Oak downtown retail stores (vi) management of the annual Tree Lighting, which will take place in Centennial Common and be planned in collaboration with the City of Royal Oak. These activations and events will take place between the dates of November 22, 2024, and December 22, 2024.
2. JWA shall offer existing retail businesses within the Royal Oak DDA District the opportunity to market their goods within the three (3) huts, at no cost to each Royal Oak business. JWA shall make an outreach to each business through email and an instore visit with flyer, and one follow up call no later than September 21<sup>st</sup>. If qualified DDA District businesses interested in participating in the Holiday Village exceeds the number of huts, JWA shall have the right to rotate use of the huts. Best efforts will be used to provide businesses with mutually agreeable days/times, and if that is



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not possible, slots will be assigned on a random basis. Within two weeks of such outreach made, if not enough businesses confirm participation to fill the structures, then JWA shall have the right to use the structures for the Ice Rink. JWA shall have the further right to give up the concession sales at the rink to a local retail business in exchange for using one of the structures for that concession.

3. JWA shall prioritize rental to vendors that provide unique items consistent with the Holiday Village theme and shall avoid hut rentals to businesses outside of the Royal Oak DDA District that sell products in direct competition to certain District businesses that include those that sell greeting cards, coffee and hot chocolate, books, and adult themed accessories and may include other categories designated by JWA. JWA shall provide a list of all businesses utilizing the market huts as part of the 45-day review required below.
4. The huts shall be made available for DDA use at other events, activities or programs as determined by the DDA. DDA shall be provided access to hut storage location and shall be responsible for transport and assembly. JWA shall provide reasonable training to DDA appointed hut assemblers.
5. JWA shall find a location to store the huts when not being used. The DDA is not obligated to participate in finding a location or providing any funds to cover the cost of storing the huts. However, the cost of transportation between the storage location and Holiday Village site shall be considered an event expense for budget purposes.
6. JWA shall include DDA logos in all marketing materials and media coverage as a large sponsor of the event.
7. JWA shall have no authority to, and shall not, (i) make any statement on behalf of the DDA, or (ii) bind or otherwise obligate the DDA to any contract at any time.
8. JWA shall make an outreach to each business through email and an instore visit with flyer, and one follow up call no later than September 21<sup>st</sup>.
9. Within 45 days after the event, JWA shall meet with the DDA to evaluate the outcomes of the event. JWA shall submit a detailed final budget figures including all sources of revenue and expenses.
10. JWA acknowledges that the DDA has already provided \$150,000 pursuant to May 15<sup>th</sup>, 2024, sponsorship agreement and JWA shall return the overpayment of \$62,500 to the DDA no later than September 10, 2024.

#### **Responsibilities of DDA**

1. The DDA agrees to be a sponsor of the 2024 Holiday Village event in the amount not to exceed eighty-seven thousand five hundred dollars (\$87,500).
2. Invoices shall be submitted by JWA and paid in accordance with the City of Royal Oak's accounts payable schedule (Exhibit B).

#### **Term of Agreement**

The term of this Agreement shall be effective from the date first set forth above through the scheduled date for completion of the event ("term"), unless terminated earlier as provided herein. However, JWA's financial



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and certain other obligations noted herein shall continue in effect until such responsibilities have been completed.

#### **Permits**

JWA is responsible for obtaining all necessary permits and/or approvals from the city, including but not limited to special event, building and/or electrical permits. Any proposed operations and/or activities are subject to city approval under a special event permit.

#### **Relationship of Parties**

This is a sponsorship agreement. The parties to this agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this agreement. JWA shall not act or represent or hold itself out as having authority to act as an agent or partner of the DDA or in any way bind or commit the DDA to any obligations, without the prior written consent of the DDA.

#### **Termination**

This Agreement shall automatically terminate in the event that the City of Royal Oak fails to provide the RO Holiday Village with separate funding of \$25,000, for the revised event, as required by separate agreement between JWA and City of Royal Oak.

Furthermore, this Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this agreement; (ii) by either party at the event evaluation for any reason, including convenience; or (iii) by mutual written agreement of the parties.

Should the event be canceled or otherwise not occur, JWA will refund all sponsorship funds provided by the DDA less permit fees, un-refundable deposits, and JWA expenses incurred prior to such cancellation. If an Act of God, terrorist situation or other force majeure cancels the event, those sponsorship funds already paid will not be refunded by JWA and DDA will be released of any further obligations or responsibilities included within this agreement.

In the event JWA terminates and/or breaches the agreement and/or cancels the festival the DDA shall have no further obligation to provide, pay or reimburse any of the allocated funds.

#### **Indemnification**

The DDA agrees to indemnify and hold JWA harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that event manager may incur by reason of any third-party claim or suit arising out of or in connection with the DDA's negligence, gross negligence, intentional misconduct or failure to perform pursuant to this agreement.

JWA agrees to indemnify and hold the DDA harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the DDA may incur by reason of any third-party claim or suit arising out of or in connection with event manager's failure to perform pursuant to this agreement, as well as the negligence, gross negligence, or intentional misconduct of event manager, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.

#### **Severability**

In the event that any provision of this Agreement shall be found to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.



203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
[downtownroyaloak.org](http://downtownroyaloak.org)

### **Independent Contractor**

No agency, employment, partnership or joint venture relationship exists between the parties. Neither party is an affiliate of the other, neither party shall have the authority to act for or bind the other and neither shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship.

This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

The parties agree that no persons provided by JWA in the performance of its obligations under this Agreement are considered to be DDA employees and that no rights to benefits, retirement or personnel rules accrue to such persons from the DDA. JWA shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the DDA harmless with respect thereto. It is expressly understood that all persons employed by JWA its subcontractors or agents are considered employees of those entities, and not employees of the DDA.

### **Insurance**

JWA shall at all times during the term of this agreement maintain current comprehensive general liability insurance coverage in the minimum amount of \$1 million dollars per occurrence or an amount required by the special event permit. JWA shall provide a certificate of insurance evidencing such coverage to the DDA and shall name the DDA and the City of Royal Oak as additional insureds thereon solely with respect to the events and activities which are the subject of this agreement.

Additionally, JWA shall obtain insurance covering all event participants and any incident related to the execution of the event on the days prior to the event, on the days of the event, or at any time related to the event and name the DDA and the City of Royal Oak as additional insureds.

### **No Assignment**

No party hereto may assign or transfer its rights or obligations arising under this agreement without the prior written consent of the other party hereto. This agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.

### **Authority**

Each party hereto represents and warrants to the other that it has the authority to enter into this agreement and that it is not a party to any other agreement which prohibits it from entering into this agreement or which renders any provision of this agreement ineffective or unenforceable.

### **Governing Law and Forum**

This agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under Michigan law, without giving effect to its conflict of law provisions.

### **Notice**

Any notice by either party to the other under this agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated.



Jonathan Witz  
301 W Fourth Street, Suite LL 440  
Royal Oak, MI 48067

Royal Oak Downtown Development Authority  
203 South Troy Street  
Royal Oak, MI 48067

**Cooperation**

To the extent that the DDA retains any other entity to engage in activities on behalf of the DDA compatible with JWA's responsibilities, JWA agrees to cooperate with any such entities with respect to such activities, unless such activity is specifically a part of the RO Holiday Village.

**Entire Agreement**

This agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations, or warranties among the parties other than those set forth herein.

Royal Oak Downtown Development Authority

---

Timothy E. Thwing, Executive Director

Date

Jonathan Witz & Associates

---

Jonathan Witz

Date

# EXHIBIT A

## ROYAL OAK HOLIDAY VILLAGE AMENDED PLAN

BY: Jonathan Witz & Associates

# OVERVIEW



Cont. A

The originally proposed Royal Oak Holiday Village program scope will be reduced and only 25% of the funds allocated will be utilized.

Reasons for the major changes:

- Unforeseen budget challenges including the inability to secure union labor to build the market huts, cost of curating the booths and higher than anticipated additional programming costs.
- Inability to properly curate the themed marketplace vendors.

The revised plan will provide cost effective holiday programming designed to enhance holiday season attendance and promotion throughout the downtown.

# KEY PROGRAMS

## MULTI-WEEK FEATURES

- Three Themed Structures
- Horse & Carriage Rides
- Visits with Santa
- Social media, television & radio marketing

## SIGNATURE FEATURES

- Tree Lighting Event – November 22
- Great Royal Oak Elf Hunt – Black Friday through December 22
- Cookie Crawl – December 7
- Royal Oak Schools Holiday Performances – December 7

# CHRISTKINDL-STYLE MARKET PILOT PROGRAM

- Structures designed similar in appearance to Chicago-Style German Marketplace
- Designed to be modular with different options including: walk-up, double door walk-in, etc
- Will include lighting, heat and interior structure for displays
- Royal Oak businesses to rotate into the 3 structures over the holidays
- Ability to learn the process for a potential 2025 enhanced event
- Structures available at no cost for other city-hosted or sponsored events



# ROYAL OAK BUSINESSES – THE GREAT ROYAL OAK ELF HUNT



The Great Royal Oak Elf Hunt details:

- 50 Elves will be created with unique personalities, attire and appearances
- Elves will be discreetly placed in Royal Oak establishments with a barcode
- People who visit stores and scan the barcodes will be eligible for a chance to win thousands of dollars in prizes
- Prizes will include downtown dollar shopping sprees, Soaring Eagle Resort adult getaways and family water park getaways, gift cards to Royal Oak stores and restaurants.
- There will be special daily promotions to find a certain elf or tell a story for immediate incentive like a free appetizer at a Royal Oak restaurant or some smaller incentive like a discount or coupon
- Each participating Royal Oak business is asked to provide two \$50 gift cards to the prize pool.

# ATTRACTI~~CTIONS~~ – DECEMBER 7 COOKIE CRAWL + ROYAL OAK SCHOOLS HOLIDAY PERFORMANCE

## COOKIE CRAWL

- Guests will pick-up their cookie tin and visit downtown Royal Oak businesses to pick-up their cookies
- There is no cost to participate in this event
- Priority for cookie stops will be given to the previous 2 years participants
- To participate, businesses must have staff available to pass out cookies during the event

## ROYAL OAK SCHOOLS HOLIDAY PERFORMANCE

- Royal Oak School choirs, bands, orchestras and other musical acts will be invited to perform in Centennial Commons

# TREE LIGHTING



## Rides

Kid Rides on Troy Street will connect the tree lighting to the Farmers Market event.



## Enhanced Lighting of Oak Tree

Additional, enhanced lighting will be added to the oak tree in Centennial Commons.



## Live Performances

Live performances from Royal Oak School Groups and local musicians.

# ATTRACTI<sup>ON</sup>S



## Visits with Santa

Weekly Visits with Santa will be offered for free at the Holiday Village.

## Toy Drive

Help reach a goal of 10,000 toys donated to children with cancer in Michigan.

## Carriage Rides

Enjoy carriage rides through downtown Royal Oak while taking in the sights of the holidays..

# MARKETING

- \$11,000 advertising spend allocated to TV and radio for the Tree Lighting
- \$6,500 advertising spend allocated to social media for the Great Royal Oak Elf Hunt



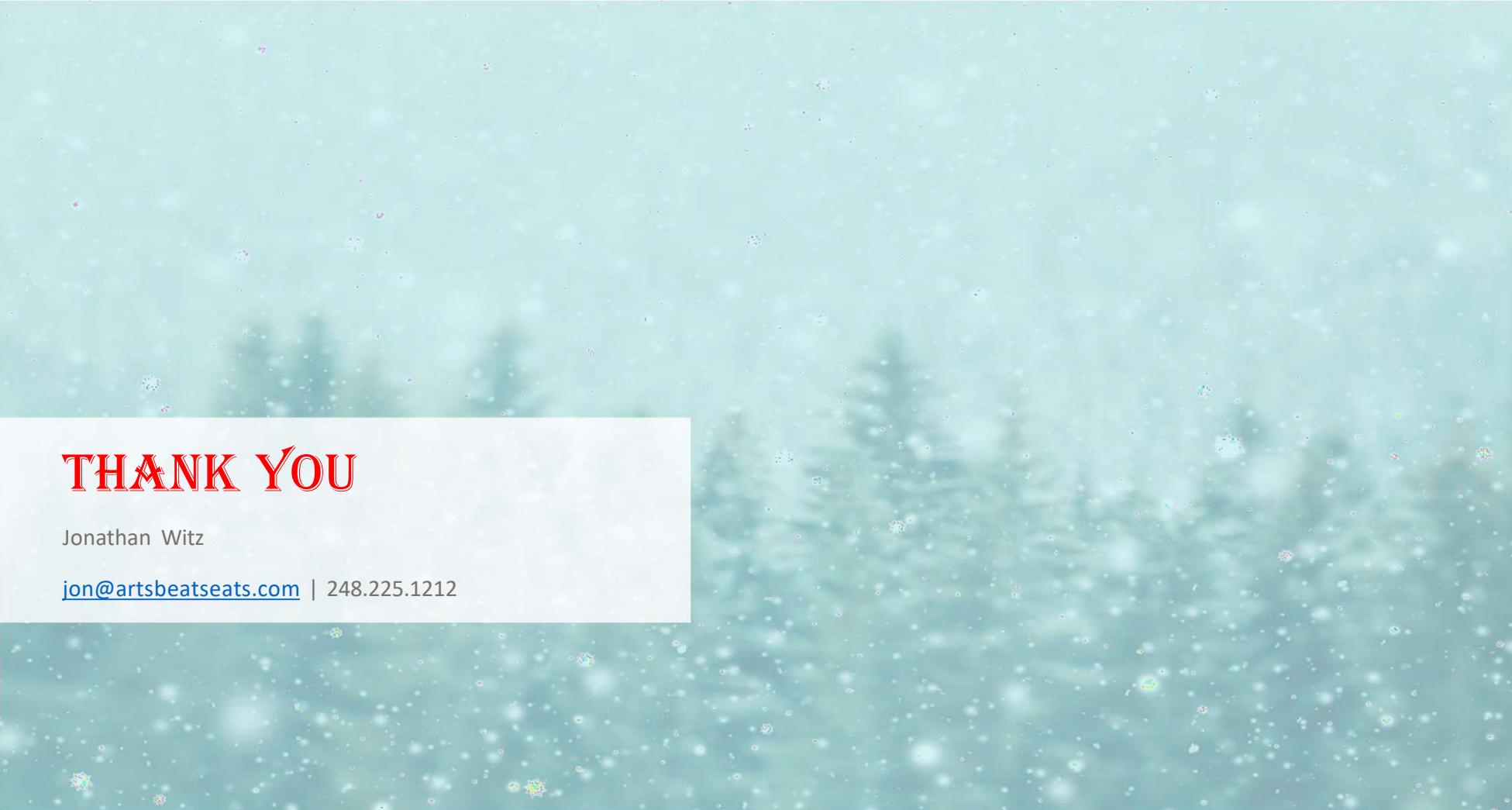
## 2024 ITEMS FOR FURTHER RESEARCH

- Resolving or solving the labor costs of building the structures.
- Continued research on recruitment of European-themed vendors over the holiday period to determine if the concept would be more feasible in 2025.

## CLOSING

While we believed in our ability to deliver the initial program as proposed, we ran into several factors that worked against that belief including the inability to have union labor build the structures and the difficulty in securing/curating the European-themed vendors for the structures.

These factors worked against our belief that the program could be produced as discussed and, understanding the importance of financial constraints in these times, we ultimately decided that the responsible path forward was to propose a reduced holiday plan from the initial concept for 2024 with the possibility for expansion in 2025 with additional research.



**THANK YOU**

Jonathan Witz

[jon@artsbeatseats.com](mailto:jon@artsbeatseats.com) | 248.225.1212

## EXHIBIT B

2024 ACCOUNTS PAYABLE CALENDAR			
	FINANCE	CHECKS	
	CUT-OFF	ISSUED	
	(TUES NOON)	(TUESDAY)	
<b>NOTE:</b> Some cut-off dates have been changed due to the Holidays			
Friday	12/29/23		01/09/24
	01/16/24		01/23/24
	01/30/24		02/06/24
	02/13/24		02/20/24
	02/27/24		03/05/24
	03/12/24		03/19/24
	03/26/24		04/02/24
	04/09/24		04/16/24
	04/23/24		04/30/24
	05/07/24		05/14/24
	05/21/24		05/28/24
	06/04/24		06/11/24
Monday	06/17/24		06/25/24
Monday	07/01/24		07/09/24
	07/16/24		07/23/24
	07/30/24		08/06/24
	08/13/24		08/20/24
	08/27/24		09/03/24
	09/10/24		09/17/24
	09/24/24		10/01/24
	10/08/24		10/15/24
	10/22/24		10/29/24
	11/05/24		11/12/24
	11/19/24		11/26/24
	12/03/24		12/10/24
	12/17/24	Checks dated Mon.	12/23/24
Friday	12/27/24		01/07/25

# ORIGINAL AGREEMENT



203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
downtownroyaloak.org

## SPONSORSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 15<sup>th</sup> day of May, 2024 by and between the City of Royal Oak Downtown Development Authority ("DDA"), a public body corporate created pursuant to Act 197 of 1975, as amended, with offices located at 203 South Troy St, Royal Oak, MI 48068; and Jonathan Witz & Associates, ("JWA"), a Michigan corporation with offices located at 301 W Fourth Street, Suite LL 150, Royal Oak, Michigan 48067.

WHEREAS, JWA will create, produce and operate a Holiday Village in downtown Royal Oak in 2024 under the terms and conditions set forth in this Agreement;

WHEREAS, the DDA desires to support JWA with its production of the Holiday Village in downtown Royal Oak under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, JWA and the DDA do hereby agree as follows:

### Responsibilities of JWA

1. JWA's primary responsibility shall be to plan, direct and implement all aspects of the 2024 Holiday Village event as outlined in the event overview and attached hereto as Exhibit A.
  - a. In providing the aspects of Exhibit A, JWA agrees to spend a minimum of \$110,000 on programming elements, a minimum of \$90,000 on the Market Huts and themed accessories for way finding, \$35,000 on enhanced lighting elements including lighted penguins and enhanced lighting for the holiday tree, and \$60,000 on marketing and advertising for the Holiday Village Event. JWA has the right to reallocate funds in the above budgeted categories. JWA agrees to provide proof of such expenditures at the conclusion of the program to the RO DDA if requested.
  - b. The aspects of Exhibit A provided by JWA shall include: (i) the dates and hours indicated or as maybe modified by the city as part of the special event permit, (ii) the Christkindl-Style Market with a minimum of eighteen (18) market hut structures, (iii) village street accessories and wayfinding signs, (iv) themed attractions to be determined by JWA, to include some or all of the following activations; holiday train, zipline, fire pits, visits with Santa, Penguin light displays, carousel, carriage rides, community events that may include a student lighted parade or choir competition or presentation, a holiday pet parade , (v) entertainment including strolling Carolers and appearances by local musicians, a cookie crawl that includes the same pricing and structure as the 2023 cookie crawl in Royal Oak; (vi) management of the annual Tree Lighting, which will take place in Centennial Common and be planned in collaboration with the City of Royal Oak. These activations may take place on some, or all of the days that the Holiday Village is in operation.
2. JWA shall offer existing businesses within the Royal Oak DDA District the opportunity to market their goods within eight (8) of the Market huts, at no cost to each Royal Oak business. In the event that qualified DDA District businesses interested in participating in the Holiday Village exceeds the number of reserved huts, JWA shall have the right to rotate use of the designated huts on alternate weekends and days that the Holiday Village is operating, so that interested businesses have a reasonably comparable opportunity to utilize the huts. Best efforts will be used to provide businesses with mutually agreeable weekends, and if not possible, weekend slots will be assigned on a random basis.



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3. JWA shall prioritize rental to vendors that provide unique items consistent with the Holiday Village theme and shall avoid hut rentals to businesses outside of the Royal Oak DDA District that sell products in direct competition to certain District businesses that include those that sell greeting cards, coffee and hot chocolate, books, and adult themed accessories and may include other categories designated by JWA. JWA shall provide a list of all businesses utilizing the market huts as part of the 45-day review required below.
4. The huts shall be made available for DDA use at other events, activities or programs as determined by the DDA. DDA shall be provided access to hut storage location and shall be responsible for transport and assembly. JWA shall provide reasonable training to DDA appointed hut assemblers.
5. JWA shall find a location to store the huts when not being used. The DDA is not obligated to participate in finding a location or providing any funds to cover the cost of storing the huts. However, the cost of transportation between the storage location and Holiday Village site shall be considered an event expense for budget purposes.
6. JWA shall include DDA logos in all marketing materials and media coverage as a large sponsor of the event.
7. JWA shall have no authority to, and shall not, (i) make any statement on behalf of the DDA, or (ii) bind or otherwise obligate the DDA to any contract at any time.
8. JWA shall hold no fewer than three (3) informational meetings with stakeholders and DDA District businesses to introduce the event concept, discuss ideas, participation, and logistics of the event.
9. Within 45 days after the event, JWA shall meet with the DDA to evaluate the outcomes of the event. JWA shall submit a detailed final budget figures including all sources of revenue and expenses.

#### **Responsibilities of DDA**

1. The DDA agrees to be a sponsor of the 2024 Holiday Village event in the amount not to exceed three-hundred and fifty thousand dollars (\$350,000).
2. The DDA shall disburse the sponsorship as follows:
  - a. Invoice 1: \$150,000 payable July 1, 2024, subject to the approval of a special event permit by the city, and the City of Royal Oak committing \$100,000 in sponsorship funds to JWA for the event.
  - b. Invoice 2: \$125,000 payable December 1, 2024.
  - c. Invoice 3: \$75,000 payable December 31, 2024, upon the successful completion of the event.
3. Invoices shall be submitted by JWA and paid in accordance with the City of Royal Oak's accounts payable schedule (Exhibit B).

#### **Term of Agreement**

The term of this Agreement shall be effective from the date first set forth above through the scheduled date for completion of the event ("term"), unless terminated earlier as provided herein. However, JWA's financial



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and certain other obligations noted herein shall continue in effect until such responsibilities have been completed.

#### **Permits**

JWA is responsible for obtaining all necessary permits and/or approvals from the city, including but not limited to special event, building and/or electrical permits. Any proposed operations and/or activities are subject to city approval under a special event permit.

#### **Relationship of Parties**

This is a sponsorship agreement. The parties to this agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this agreement. JWA shall not act or represent or hold itself out as having authority to act as an agent or partner of the DDA or in any way bind or commit the DDA to any obligations, without the prior written consent of the DDA.

#### **Termination**

This Agreement shall automatically terminate in the event that the City of Royal Oak fails to provide the RO Holiday Village with separate funding of \$100,000, as required by separate agreement between JWA and City of Royal Oak.

Furthermore, this Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this agreement; (ii) by either party at the event evaluation for any reason, including convenience; or (iii) by mutual written agreement of the parties.

Should the event be canceled or otherwise not occur, JWA will refund all sponsorship funds provided by the DDA less permit fees, un-refundable deposits, and JWA expenses incurred prior to such cancellation. If an Act of God, terrorist situation or other force majeure cancels the event, those sponsorship funds already paid will not be refunded by JWA and DDA will be released of any further obligations or responsibilities included within this agreement.

In the event JWA terminates and/or breaches the agreement and/or cancels the festival the DDA shall have no further obligation to provide, pay or reimburse any of the allocated funds.

#### **Indemnification**

The DDA agrees to indemnify and hold JWA harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that event manager may incur by reason of any third-party claim or suit arising out of or in connection with the DDA's negligence, gross negligence, intentional misconduct or failure to perform pursuant to this agreement.

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This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

The parties agree that no persons provided by JWA in the performance of its obligations under this Agreement are considered to be DDA employees and that no rights to benefits, retirement or personnel rules accrue to such persons from the DDA. JWA shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the DDA harmless with respect thereto. It is expressly understood that all persons employed by JWA its subcontractors or agents are considered employees of those entities, and not employees of the DDA.

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JWA shall at all times during the term of this agreement maintain current comprehensive general liability insurance coverage in the minimum amount of \$1 million dollars per occurrence or an amount required by the special event permit. JWA shall provide a certificate of insurance evidencing such coverage to the DDA and shall name the DDA and the City of Royal Oak as additional insureds thereon solely with respect to the events and activities which are the subject of this agreement.

Additionally, JWA shall obtain insurance covering all event participants and any incident related to the execution of the event on the days prior to the event, on the days of the event, or at any time related to the event and name the DDA and the City of Royal Oak as additional insureds.

### **No Assignment**

No party hereto may assign or transfer its rights or obligations arising under this agreement without the prior written consent of the other party hereto. This agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.

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Each party hereto represents and warrants to the other that it has the authority to enter into this agreement and that it is not a party to any other agreement which prohibits it from entering into this agreement or which renders any provision of this agreement ineffective or unenforceable.

### **Governing Law and Forum**

This agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under Michigan law, without giving effect to its conflict of law provisions.

### **Notice**

Any notice by either party to the other under this agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated.



Royal Oak  
**DOWNTOWN**  
DEVELOPMENT AUTHORITY

203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
downtownroyaloak.org

Jonathan Witz  
301 W Fourth Street, Suite LL 440  
Royal Oak, MI 48067

Royal Oak Downtown Development Authority  
203 South Troy Street  
Royal Oak, MI 48067

**Cooperation**

To the extent that the DDA retains any other entity to engage in activities on behalf of the DDA compatible with JWA's responsibilities, JWA agrees to cooperate with any such entities with respect to such activities, unless such activity is specifically a part of the RO Holiday Village.

**Entire Agreement**

This agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations, or warranties among the parties other than those set forth herein.

Royal Oak Downtown Development Authority

Timothy E. Thwing, Executive Director

5/29/2024

Date

Jonathan Witz & Associates

\_\_\_\_\_  
Jonathan Witz

5/29/2024

Date

EXHIBIT A



## EVENT OVERVIEW



The Royal Oak Holiday Village is a **five-week** holiday showcase and celebration featuring an **authentic German-style Holiday Market** of handcrafted and unique items that are sourced internationally and locally. The market will feature small local businesses and be coordinated and curated with Mutual Adoration of Detroit.

The village also includes **The Rink** at Royal Oak outdoor skating rink, a Christmas train, carnival rides (many are free!), a zip line, special holiday themed weekends, holiday treats from local & regional vendors, live musical and dance performances and much more!

# WHY

There is significant holiday competition in adjacent markets to Royal Oak. For Royal Oak to stand out as a holiday destination, an impressive showcase must be presented to the public to garner support.

## DETROIT

- Skating Rink
- Holiday Shops
- The Lodge
- Midway



## ROCHESTER

- Big, Bright, Light Show
- Strong year-round retail
- Kris Kringle Holiday Market



## BIRMINGHAM

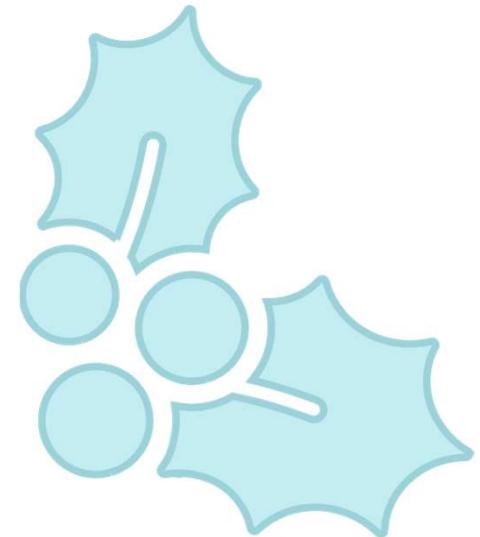
- Strong, year-round retail
- Winter Market



## EXHIBIT A Cont.

- Provide a unique destination with an authentic Christkindl –style Market, which no one in Metro Detroit has right now. The Royal Oak Market would provide authentic European wooden structures as well as vendors selling locally crafted and European style gifts.
- Provide a viable shopping district to supplement the brick and mortar throughout downtown
- Provide attractions that compete with neighboring holiday events in Rochester/Birmingham to draw people
- Compete with Detroit. While we are working with a much lower budget (Detroit invests \$2.5 million minimum), we have a better location and parking situation.

# GOALS



## DATES + HOURS

### DATES

- 5 weeks: Fri, November 22<sup>nd</sup> - Tues, December 24<sup>th</sup>
- Kicks off on Fri, November 22<sup>nd</sup> with the Lighting of Centennial Commons Park, including the giant oak tree and the opening of The Rink
- Holiday Market, train, Santa appearances and other activities will kick-off Friday, November 29<sup>th</sup> and will close for the season on Tuesday, December 24<sup>th</sup>

\*\*Admission to the market and to most activities is FREE.\*\*

\*\*Anticipated audience is more than 40,000 people over 5 weeks.\*\*

### HOURS

- Thursday: 4pm-9pm
- Friday: 4pm – 11pm
- Saturday: 11am - 11pm
- Sunday: 11am - 9pm
- The Rink and park lighting is open all days with normal hours

## CHRISTKINDL-STYLE HOLIDAY MARKET

Holiday Market recreates the traditional, open-air European winter market made famous in Germany with the Christkindlesmarkt. Guests will be able to shop for unique, handcrafted German gifts such as wooden ornaments, Nutcrackers, toys, knitwear and more, in addition to items from local businesses and artisans.



EXHIBIT A Cont.

**INITIAL STRUCTURE  
DESIGN DRAFT**



## BUILD STEPS/OVERVIEW

- Structures designed similar in appearance to Chicago-Style German Marketplace
- Designed to be modular
- Design to be easy to build for apprentices of Carpenter's Union
- Designed for easy transport



## DESIGN FLEXIBILITY FOR STRUCTURES

- One structure accommodates multiple inserts for various vendors
- Walk-up counter option
- Double door walk- in option
- Complete walk- in option
- All have easy access and rear accessibility



EXHIBIT A Cont.



## UNIT ADAPTABILITY

- Market Structures work as both 10 by 10 and 10 by 20 or larger
- Modular rook rotation allows for increase size with same components

## VILLAGE STREET ACCESSORIES

Historic European-Style Lamp Posts throughout village



Vintage Village Wayfinding Signage



## EXHIBIT A Cont.

# ATTRACTI<sup>ON</sup>S



### Holiday Train

The Holiday Train will offer free rides through Centennial Commons to take in the sights, sounds and smells of the Holiday Village.



### Lighting of Centennial Commons

The event will kick-off with the lighting of Centennial Commons including the giant oak tree. The Oak Lighting will include giant acorns flooding the tree.



### Third Street Activities

Third Street will host rotating activities including a midway, zipline and more – with many of them free to ride!

## EXHIBIT A Cont.

# ATTRACTI<sup>ON</sup>S



### The Rink at Royal Oak

The Royal Oak Holiday Village will be within steps of The Rink at Royal Oak, which draws 20,000 people annually.



### Holiday Treats

Holiday treats including German pretzels, roasted nuts, hot cocoa and more!



### Fire Pits

Fire pits throughout the Village will be used for warming up or roasting marshmallows.

## EXHIBIT A Cont.

# ATTRACTI<sup>ON</sup>S



### Visits with Santa

Weekly Visits with Santa will be offered for free at the Holiday Village.

2024



### Penguin Light Displays

Lighted Penguins will be on display throughout downtown and Centennial Commons, with an opportunity for local businesses to sponsor, highlighting their business. A proposed partnership with the Detroit Zoo will be explored.

ROYAL OAK HOLIDAY VILLAGE



### Carousel

Free carousel rides inside Centennial Commons will be offered during the Royal Oak Holiday Village.

14

## EXHIBIT A Cont.

# WEEKLY FEATURES

Each week, a rotating activity will be featured at the Holiday Village!



### Cookie Crawl

This favorite Royal Oak event will feature guests journeying through Downtown Royal Oak to collect a variety of handcrafted cookies.



### Toy Drive

Help reach a goal of 10,000 toys donated to children with cancer in Michigan.



### Carriage Rides

Enjoy carriage rides through downtown Royal Oak while taking in the sights of the holidays..

## EXHIBIT A Cont.

# WEEKLY FEATURES

Each week, a rotating activity will be featured at the Holiday Village!



### Lighted Parade

Local schools, bands and community groups will be invited to illuminate their performances for this lighted parade through Centennial Commons.



### Pet Parade

Grab those ugly pet Christmas sweaters and holiday costumes for the pet parade through Centennial Commons.



### Free Ice Skating

Enjoy one special weekend of free ice-skating at The Rink.



## EXHIBIT A Cont.

# ENTERTAINMENT

- Top music hits pumped out on The Rink sound system, which will be expanded through Centennial Commons
- Strolling Carolers on the Weekend
- Special appearances by local musicians



## EXHIBIT A Cont.

# COMMUNITY BENEFITS

In addition to drawing thousands of people to downtown Royal Oak throughout the holiday season, the below benefits to the Royal Oak community will also be offered:

- 8 of 20 Holiday Market spaces will be offered on a rotating bases to Royal Oak-based businesses at no charge
- Local school choirs will be invited to perform
- Lighting Displays in Centennial Commons will give local businesses an opportunity to sponsor a display and receive recognition in the Commons for the 5-week event.
- Toy Drive for “Bottomless Toy Chest” with a goal of collecting 10,000 toys for Michigan cancer patients.



EXHIBIT A Cont.

# BUDGET

## PROJECTED REVENUE

- Variable Revenue (food vendors, cookie crawl and market vendors): \$50,000
- Sponsorship: \$20,000
- City of Royal Oak: \$100,000
- Royal Oak DDA: \$350,000

TOTAL REVENUE: \$520,000

## PROJECTED EXPENSES

- Programming (midway, train, santa, carousel, etc): \$110,000
- Tents/Heat/Rentals (markets, electrical, furniture): \$113,000
- Lighting (tree, penguins, acorns): \$30,000
- Marketing (PR, ads, social media): \$59,000
- Operations (staff, parking, security, signage, barricades, etc): \$98,000
- Management Fee: \$60,000
- Contingency Fee: \$50,000

TOTAL EXPENSES: \$520,000

## EXHIBIT A Cont.

MAP



## AYOUT RESOLUTION

(after community feedback and budget consideration)

- Christkindl Market Huts solely exist inside Centennial Commons
- Utilizing Third Street only between Williams and Troy (northbound Williams may close one weekend for a zip line)
- One weekend may include a full closure of the parking lot, Third Street from Main to Troy and Williams for a winter carnival-style event (option)
- Third Street will only close on Wednesday evening through Sunday evening

## PROJECTED IMPACT

### MARKETING

- \$75,000 in projected event advertising allocated to social media, Local TV, radio and print
- \$200,000 in earned promotional value for the City of Royal Oak
- \$1,000,000 in expected editorial coverage for the City of Royal Oak through interviews, articles and TV segments
- Overall impressions estimated at \$5,000,000 value for the City of Royal Oak

### OVERALL

- 40,000 guests estimated to visit the Royal Oak Holiday Village over 5 weeks
- Royal Oak will be positioned as a major Holiday destination for Oakland County and the region
- The event will continue to secure Royal Oak as a major event destination for the region.

Direct Benefit to Royal Oak Businesses: **\$350,000**

Overall Economic Impact: **\$4 million**

EXHIBIT A Cont.

## EVENT PRODUCER

The Royal Oak Holiday Village will be produced by Michigan's top event producer, Jonathan Witz & Associates.

JWA is responsible for the highly successful Arts Beats & Eats, Winter Blast & Royal Oak Taco Fest in Royal Oak and partners with the Detroit River Front Conservancy for River Days and The Detroit Harvest Fest & Food Truck Rally in Detroit.

Historically, they were selected to produce The Official Festival of Super Bowl XL and The Final Four Big Dance.



EXHIBIT A Cont.

- The Holiday Village can officially move forward with approval of \$450,000 of funding (\$350,000 from the DDA and \$100,000 from the City)
- With approval of City/DDA Funding, JWA will take ultimate financial responsibility to deliver program as outlined and any cost overages.
- JWA will have decision making authority for implantation and scope of programs showcased in this proposal
- Immediate securing of City of Royal Oak and Royal Oak DDA funding



**KEY DEAL  
POINTS**

EXHIBIT A Cont.

- Best integration of Royal Oak Schools
- Curating vendors without Chicago Market support
- Volunteer and Stakeholder Support (Chamber, City Staff, DDA Staff, Royal Oak Restaurant Association)
- Local Business Engagement (JWA Staff, DDA Staff)
- Commence build of market structures and continued volunteer stakeholder and local business engagement
- Curation of unique weekly family attractions



**NEXT STEPS**



**QUESTIONS**

EXHIBIT A Cont.



EXHIBIT B

2024 ACCOUNTS PAYABLE CALENDAR			
	FINANCE	CHECKS	
	CUT-OFF	ISSUED	
	(TUES NOON)	(TUESDAY)	
<b>NOTE:</b> Some cut-off dates have been changed due to the Holidays			
Friday	12/29/23		01/09/24
	01/16/24		01/23/24
	01/30/24		02/06/24
	02/13/24		02/20/24
	02/27/24		03/05/24
	03/12/24		03/19/24
	03/26/24		04/02/24
	04/09/24		04/16/24
	04/23/24		04/30/24
	05/07/24		05/14/24
	05/21/24		05/28/24
	06/04/24		06/11/24
Monday	06/17/24		06/25/24
Monday	07/01/24		07/09/24
	07/16/24		07/23/24
	07/30/24		08/06/24
	08/13/24		08/20/24
	08/27/24		09/03/24
	09/10/24		09/17/24
	09/24/24		10/01/24
	10/08/24		10/15/24
	10/22/24		10/29/24
	11/05/24		11/12/24
	11/19/24		11/26/24
	12/03/24		12/10/24
	12/17/24	Checks dated Mon.	12/23/24
Friday	12/27/24		01/07/25



# Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

## MEMORANDUM

DATE: AUGUST 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: SECOND STREET – HANDICAP PARKING SPACES

---

At the DDA's June 26, 2024, meeting the board requested an update on the potential addition of two on-street handicap spaces in front of Post Office. The engineering division has provided two options with cost estimates that were presented to the Infrastructure Committee at its August 5<sup>th</sup>, 2024, meeting.

As background the board may recall that this issue was part of an assessment done by Rich & Associates in 2022-2023. Attached is a copy of the city commission letter from March 13<sup>th</sup>, 2023. According to the meeting minutes the following resolution was adopted by the city commission:

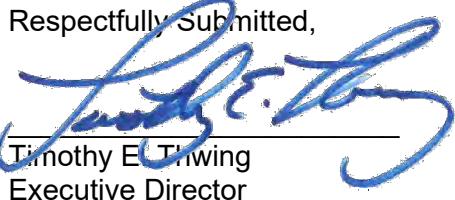
**Be it resolved**, the city commission directs the city manager, city attorney and staff to continue working with MPS as discussed in closed session to complete negotiations and present a contract expediently to the commission.

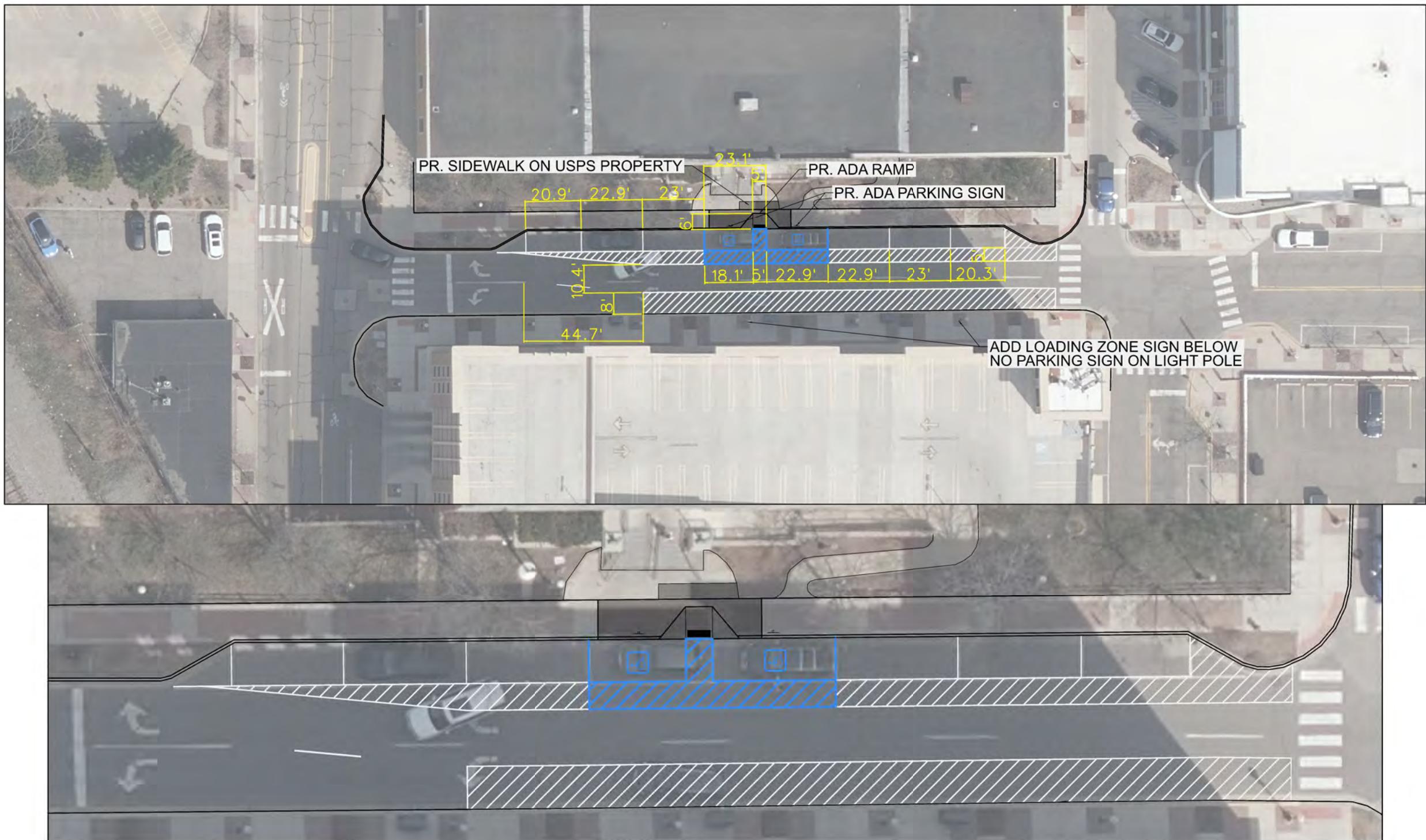
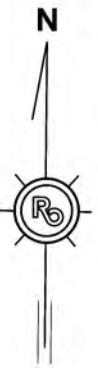
The Infrastructure Committee is recommending option #1 and that the DDA allocate \$25,000 towards the cost of installation.

Should the DDA concur with the committee's recommendation the following resolution is offered for its consideration:

**Be it resolved**, the DDA hereby supports the installation of option #1, allocates \$25,000 towards the cost of installation and that this resolution be forwarded to the city commission for its review and consideration.

Respectfully Submitted,

  
Timothy E. Thwing  
Executive Director

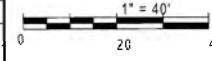


PROJECT NAME:  
SECOND AVE  
ADA PARKING



Know What's Below, Call  
**MISS DIG**  
1-800-482-7171 OR 8-1-1

DRAWN -	SLG	REVISED -
DESIGNED -	SLG	REVISED -
CHECKED -	HJD	REVISED -
DATE	07/24/20	REVISED -



OPTION 1

SHEET NUMBER	TOTAL SHEETS
2	2

## Construction Estimate

Project:**Second Avenue Accessible Parking****Option 1**Description

Remove a driving lane on Second,  
restripe road, add ADA ramp

Item No.	Item Description	Unit	Quantity	Unit Price	\$ Amount
1	Bidder requirements	-	-	-	-
2	Remove 4"-8" concrete or asphalt sidewalk, ramp or drive, including sawcutting	SY	40	\$ 18.00	\$ 720.00
3	Remove 6"x18" concrete straight curb w/ pavement or 24" wide curb & gutter including sawcutting	LF	20	\$ 13.00	\$ 260.00
4	Remove striping	LF	210	\$ 5.00	\$ 1,050.00
5	Remove left and right turn arrows	SF	35	\$ 3.00	\$ 105.00
6	21AA crushed conc. for Aggregate base and maint. traffic	TON	10	\$ 32.00	\$ 320.00
7	24" Conc. curb & gutter, det. F3 mod. or F4 mod., w/ lane ties	LF	20	\$ 23.00	\$ 460.00
8	4" Concrete Sidewalk	SF	280	\$ 6.00	\$ 1,680.00
9	6" Concrete Sidewalk Ramp with Detectable Warning Surface	SF	60	\$ 16.00	\$ 960.00
10	Plastic Drum, High Intensity	EA	10	\$ 26.00	\$ 260.00
11	Barricade Type III, High Intensity	EA	2	\$ 90.00	\$ 180.00
12	Construction Signing – Sign Type B temporary prismatic	SF	200	\$ 7.00	\$ 1,400.00
13	Lighted Arrow, Type C, solar powered	EA	1	\$ 525.00	\$ 525.00
14	Pvmt Marking - Special Symbol Overlay Cold Plastic	EA	4	\$ 225.00	\$ 900.00
15	Pavement Marking - 4" polyurea paint white/yellow/blue	LF	1900	\$ 3.00	\$ 5,700.00
16	Accessible parking and loading zone signs	EA	4	\$ 100.00	\$ 400.00
17	Contractor staking	LS	1	\$ 2,000.00	\$ 2,000.00
18	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
Subtotal					\$ 19,000.00
20% Engineering & Contingency					\$ 3,800.00
<b>ESTIMATE</b>					<b>\$ 22,800.00</b>

**Pros:**

Driver aisle is safer, easier for people to exit driver or passenger side of vehicles.

Less intrusive on existing streetscape elements.

Slightly cheaper.

Creates dedicated dropoff lane for mailboxes.

**Cons:**

Potential for driver confusion by changing lane configuration.

Ramp not as well placed in relation to

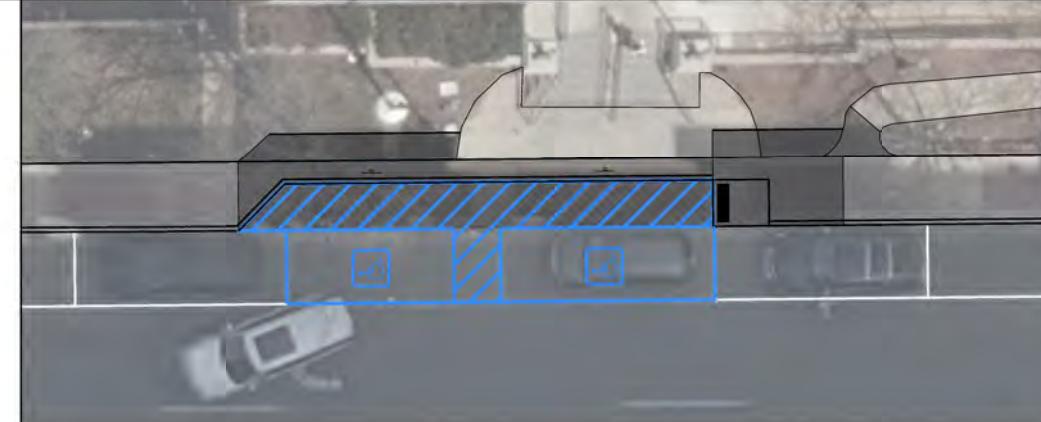
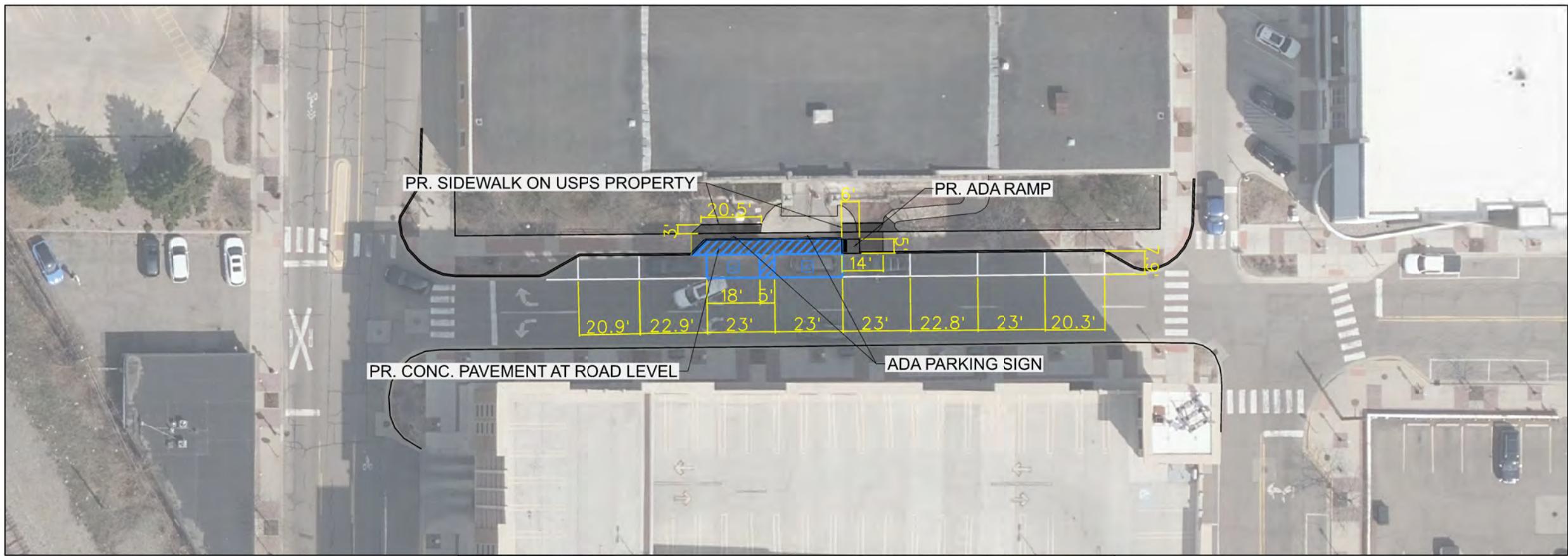
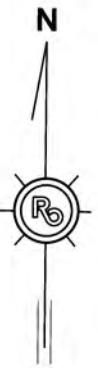
post office ramp

**Other Considerations:**

Need to coordinate MPS wiring and removal of parking bollards, assuming ADA parking is still free of charge.

Removes the stamped concrete in front of the post office steps and replaces with plain concrete.

The road cross-slope varies 0.2% to 0.5% (ok). The road longitudinal slope varies 1.4% to 2.6%, so slightly out of spec (2% is max. slope for ADA compliance). Did not include repaving of asphalt in this estimate.



PROJECT NAME:  
SECOND AVE  
ADA PARKING



Know What's Below, Call  
**MISS DIG**  
1-800-482-7171 OR 8-1-1

DRAWN - SLG  
DESIGNED - SLG  
CHECKED - HJD  
DATE - 07/24/24

REVISED -  
REVISED -  
REVISED -  
REVISED -

0 20 40



OPTION 2

SHEET NUMBER	TOTAL SHEETS
2	2

## Construction Estimate

Project:**Second Avenue Accessible Parking****Option 2**Description

Keep drive lanes as is and encroach into sidewalk area for parking aisle; use USPS sidewalk as public sidewalk route

Item No.	Item Description	Unit	Quantity	Unit Price	\$ Amount
1	Bidder requirements	-	-	-	-
2	Remove 4"-8" concrete or asphalt sidewalk, ramp or drive, including sawcutting	SY	60	\$ 18.00	\$ 1,080.00
3	Remove 6"x18" concrete straight curb w/ pavement or 24" wide curb & gutter including sawcutting	LF	60	\$ 13.00	\$ 780.00
4	Remove and relocate parking meter and wiring	LS	1	\$ 2,000.00	\$ 2,000.00
5	Remove and relocate fence	LS	1	\$ 500.00	\$ 500.00
6	6" Corrugated plastic edge drain, including geo-textile wrap & backfill	LF	70	\$ 27.00	\$ 1,890.00
7	21AA crushed conc. for Aggregate base and maint. traffic	TON	20	\$ 32.00	\$ 640.00
8	7" Conc. pavement or base with or w/o integ. curb w/ lane ties	SY	30	\$ 70.00	\$ 2,100.00
9	24" Conc. curb & gutter, det. F3 mod. or F4 mod., w/ lane ties	LF	70	\$ 23.00	\$ 1,610.00
10	4" Concrete Sidewalk	SF	340	\$ 6.00	\$ 2,040.00
11	6" Concrete Sidewalk Ramp with Detectable Warning Surface	SF	30	\$ 16.00	\$ 480.00
12	Plastic Drum, High Intensity	EA	10	\$ 26.00	\$ 260.00
13	Barricade Type III, High Intensity	EA	4	\$ 90.00	\$ 360.00
14	Construction Signing – Sign Type B temporary prismatic	SF	100	\$ 7.00	\$ 700.00
15	Pvmt Marking - Special Symbol Overlay Cold Plastic	EA	4	\$ 225.00	\$ 900.00
16	Pavement Marking - 4" polyurea paint white/yellow/blue	LF	460	\$ 3.00	\$ 1,380.00
17	Turf Establishment, Performance (w/ mulch blanket)	SY	10	\$ 20.00	\$ 200.00
18	Accessible parking and loading zone signs	EA	2	\$ 100.00	\$ 200.00
19	Contractor staking	LS	1	\$ 2,000.00	\$ 2,000.00
20	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
	Subtotal				\$ 21,200.00
	20% Engineering & Contingency				\$ 4,300.00
	<b>ESTIMATE</b>				<b>\$ 25,500.00</b>

**Pros:**

Traffic pattern remains the same

ADA ramp is well placed near ramp to post office

**Cons:**

Additional sidewalk removal.

More complex construction.

Removes additional existing streetscape elements.

Less driver flexibility to select side of space to park on.

Removes USPS fence posts and will need a new easement for public sidewalk from USPS.

**Other Considerations:**

Need to coordinate MPS wiring and removal of parking bollards, assuming ADA parking is still free of charge.

Removes the stamped concrete in front of the post office steps and replaces with plain concrete.

The road cross-slope varies 0.2% to 0.5% (ok). The road longitudinal slope varies 1.4% to 2.6%, so slightly out of spec (2% is max. slope for ADA compliance). Did not include repaving of asphalt in this estimate.



## Downtown Parking Report Update and Recommendations

March 10, 2023

The Honorable Mayor Fournier and  
Members of the City Commission:

At the February 27, 2023, city commission meeting, a motion was approved directing the city manager and city attorney to continue negotiating with Municipal Park Systems, Inc. (MPS) on a terms agreement outlining changes to the existing services agreement with this provider. As a matter of background, at the January 23, 2023, city commission meeting, a motion was made on implementing solutions as outlined in the Rich and Associates presentation ([Attachment 1](#)). As reported previously, requests were forwarded to MPS, the downtown manager, and parking manager about a variety of topics. This is a summary of the information received from those requests and is provided to the city commission in order to keep everyone fully updated on all aspects of this issue.

Any of the proposed changes are predicated on the cooperation of MPS, as the city is obligated to follow the parking service agreement. City administration has had a number of meetings with the chief executive officer of MPS, Joe Caldwell, and his executive leadership team. We have reached an understanding and agreement of outstanding issues. Staff recommends directing the city manager and city attorney to finalize an amended agreement for final approval and implementation. The rest of this report is to again review the materials that have been assembled as background information.

The fundamental consideration of modifications and changes to the parking system were introduced through the Rich and Associates downtown parking assessment report ([Attachment 2](#)). This was first presented to the city commission at the January 23, 2023, city commission meeting after it was presented to the downtown development authority board (DDA) at their previous meeting on January 18, 2023. Subsequently, the DDA's infrastructure and marketing committees met and conferred about the recommendation and passed a resolution ([Attachment 3](#)) at the DDA's February 15, 2023, meeting. Just to recap, the report's study area encompassed 32 blocks and over 5,700 parking spaces, both public and privately controlled. The study was not just comprehensive in its volume, but in content analyzing types and usage of parking and has resulted in eight (8) categories of recommendations from Rich and Associates:

**Handicap Accessibility:** Provide two handicap accessible spaces on West Second Street near the point where the handicap accessible ramp begins. Provide appropriate curb cuts to provide patron access and stall length to accommodate handicap vehicles.

**Reverse Angle Parking:** Continue the reverse angle parking on Washington Avenue and Center Street.

**Parking Rates:** Maintain the rate premium for pre 5:00p.m. and after 5:00p.m. parking in on-street spaces and off-street lots. Maintain the policy of charging a higher rate for on-street parking compared to off-street parking and the policy of the first two-hours of free parking in the city-owned parking garages. These policies are consistent with best practices and incentives to use the garages.

*Parking Time Limits* (three part): (a) Maintain the two-hour limit for on-street parking to encourage turnover. (b) Discourage the moving of a vehicle to a new on-street space. This is still taking an on-street parking space away from another customer. Longer term parkers should be directed to off-street lots (if under four hours) or to one of the parking garages. (c) Extend the grace period to 15-minutes. While some trips will benefit from the short term free parking, the average length of stay for most patrons means that they still will need to pay for parking when using on-street spaces.

*Parking Lot Upgrade*: It is being assumed that these lots are in the process of being upgraded. However, if possible, the rates and time limits should be adjusted to be consistent with other downtown off-street parking.

*Enforcement (Reverse Angle)*: In addition to receiving a fine for not paying for parking (if incurred), the driver should also be cited for improper parking carrying a significantly higher fine (\$50.00) for improper parking. The higher fine would be intended to discourage this practice due to the increased potential for an accident and/or injury due to a passing driver not expecting a vehicle (that they may not see) to be backing out of a reverse angle parking space.

*Parking System Marketing* (three part): (a) The pay stations should have a sign or some other indication mounted on top stating that they are pay stations. This should be of a consistent shape and color and this information included on the city webpage. (b) The webpage should highlight that the pay stations look like meters and that this is where payment should be made. (c) It may help if the webpage would show video both interacting with the smart meters to make payment what the user would see as well as the interactions with the app for users who choose this route. This should be highlighted on the webpage as well encourage pay when you go.

*Electric Vehicle (EV) Charging Stations*: There is not enough data yet to inform planners as to the appropriate number and location of EV stations in a public parking system. We encourage the city to actively monitor current utilization / occupancy levels of existing charging stations. As utilization / occupancy increases, consideration should be given to increasing the number of stations.

#### Information Gathering

Questions were forwarded to MPS asking for basic data about violations; zip codes of parkers, those with multiple violations, high utilization areas, phone mobile app, etc. In addition ([Attachment 4](#)), MPS responded to inquiries and suggestions about re-engineering the system to improve the parking experience. MPS was accommodating in providing basic information, but reluctant to make changes to its system.

At the previous city commission meeting, there was general interest in learning more about the opinions of the downtown restaurants and shops along Washington Avenue. Daniel Hill, the downtown manager, gathered information based on interviews and straw polls from the retail stakeholders. An informative report ([Attachment 5](#)) gives feedback about parking orientation on South Washington Avenue. Also included is data ([Attachment 6](#)) from the city engineer about crashes in that vicinity.

Interviews were conducted with 41 individuals who reviewed tickets ([Attachment 7](#)) about the circumstances and the finding by either the police department's parking division and/or MPS. This reaffirms why a longer grace period would have minimized the number of people who received a violation. It also confirms the same anecdotal information or concerns that have been expressed by multiple visitors.

Lastly, additional information about the number of visitors to the parking garages ([Attachment 8](#)) and the duration of their stay and a copy of analytics from Oakland County Main Street ([Attachment 9](#)) shared by the downtown manager, is provided. This gives the city commission information about the total number of visitors to downtown over the last five years. Information is provided about destinations and activities in aggregate detail.

#### Conclusion and Recommendations

Based on the information and the evaluation conducted by the DDA's parking consultant, city administration recommends the following for the city commission's consideration:

Recommendation Number	Recommendation Type	Recommendation
1	Handicap Spaces	Concur with the Rich & Assoc. recommendation about the spaces at the post office. City manager to work with city engineer to explore additional on-street parking spaces.
2	Reverse Angle Parking	Concur with consultant's recommendation, or change parking to parallel.
3	Parking Rates	City manager to work with finance director on possible modifications.
3A	Parking Rates	Agree with consultant's recommendation.
3B	Parking Rates	Agree with maintain two-hours free in parking decks.
4	Parking Time Limits	Negotiate with MPS to have the ability to increase to three hours with possible rate modification for the third hour.
4A	Parking Time Limits	Concur with consultant's recommendation.
4B	Parking Time Limits	Recommend immediate change to 15-minute grace period should be implemented.
5	Parking Lot Upgrades	Concur with consultant's recommendation.
6	Enforcement	If reverse angle remains, I agree with the consultant.
7	Parking System Marketing	Some sort of flag or obvious indicator needs to be installed.
7A	Parking System Marketing	Agree with this recommendation.
7B	Parking System Marketing	City can assist with this recommendation.
8	PEV Charging	City has SEMCOG grant that will carry out this evaluation.
8A	PEV Charging	Concur with this recommendation. This information should be forwarded to the master plan consultant.

It is recommended that the city commission direct the city manager and city attorney to continue negotiating with MPS and to provide a status update by the second meeting in March. If the city commission agrees with this course of action, the following resolution is offered for adoption.

**Be it resolved**, the city commission approves the city managers recommendations of the Rich and Associates downtown parking assessment report as recommended by the reported dated March 10, 2023; and

**Be it finally resolved**, the city commission directs the city attorney to draft the approved amendments to be included in an final agreement to be executed at a future city commission meeting.

Respectfully Submitted,



Paul J. Brake, ICMA-CM, CEcD  
City Manager

9 Attachments



# Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

## MEMORANDUM

DATE: AUGUST 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: DOWNTOWN PAVING

---

At its August 5<sup>th</sup>, 2024, meeting the Infrastructure Committee discussed two items I referred to them from the city's engineering division. The first was potential upgrades to the previously planned paving projects in 2025. This included Williams Street (3<sup>rd</sup> Street to 7<sup>th</sup> Street) and West Sixth Street (Washington Avenue to Center Street). Attachment A is a summary of the potential upgrades, including bumpouts for landscaping and one rain garden. These installations would be done at no cost to the DDA. The DDA would only be responsible for plant materials and maintenance. Given the installation would not occur until 2025 it is difficult to get a final figure however the current estimate is approximately \$2,000 annually.

The second item was regarding paving Sherman Drive (Lafayette Avenue to Washington Avenue). The estimated cost from engineering is approximately \$68,950, see attachment B. This segment has been a priority for the committee and its paving is recommended.

The board may recall that the 2024 downtown paving project was budgeted over two fiscal years, however the project was completed in fiscal year 23-24 at a total cost of \$608,644. The total DDA budget was \$681,000, split between two fiscal years. There would be an allocated balance of approximately \$72,396.

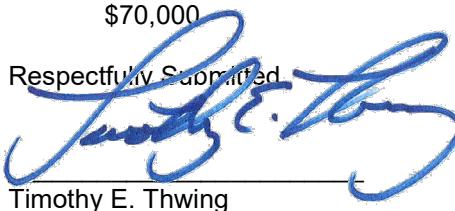
The Infrastructure Committee recommends approval of both projects.

Should the board concur with the committee's recommendation the following resolution is offered for its consideration:

**Be it resolved**, the DDA hereby approves the proposed 2025 paving upgrades on Williams Street (3<sup>rd</sup> to 7<sup>th</sup>) and W Sixth Street (Washington to Center); and

**Be it further resolved**, the DDA hereby approves the paving of Sherman Drive (Lafayette Avenue to Washington Avenue) with funds allocated by the DDA at a cost not to exceed \$70,000.

Respectfully Submitted,

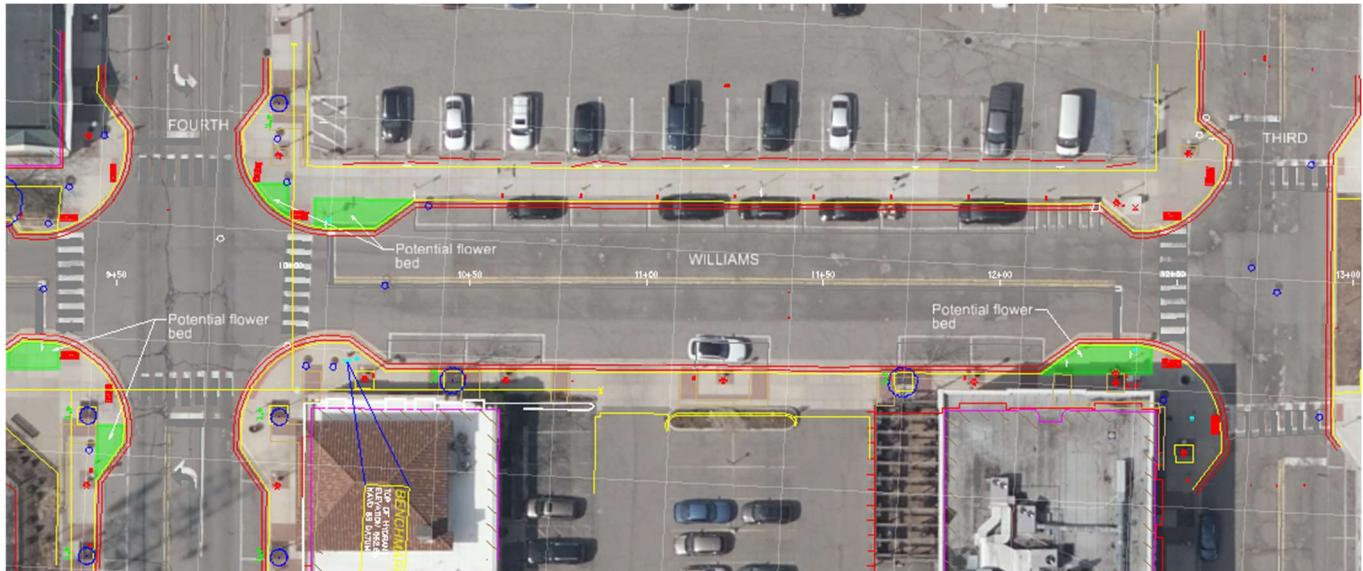
  
Timothy E. Thwing  
Executive Director

## ATTACHMENT A

### Potential upgrades in DDA under CAP2514

#### Williams Street (Third Street to Seventh Street)

1. Could eliminate some sidewalk and install landscaping beds for flowers/plantings. Note, these are not rain gardens. Does DDA want this, able to maintain it?
  - a. Avoided areas with hydrants, light poles, cabinets, etc., so it is not symmetric.
  - b. From Fourth to Third, green shaded areas below:

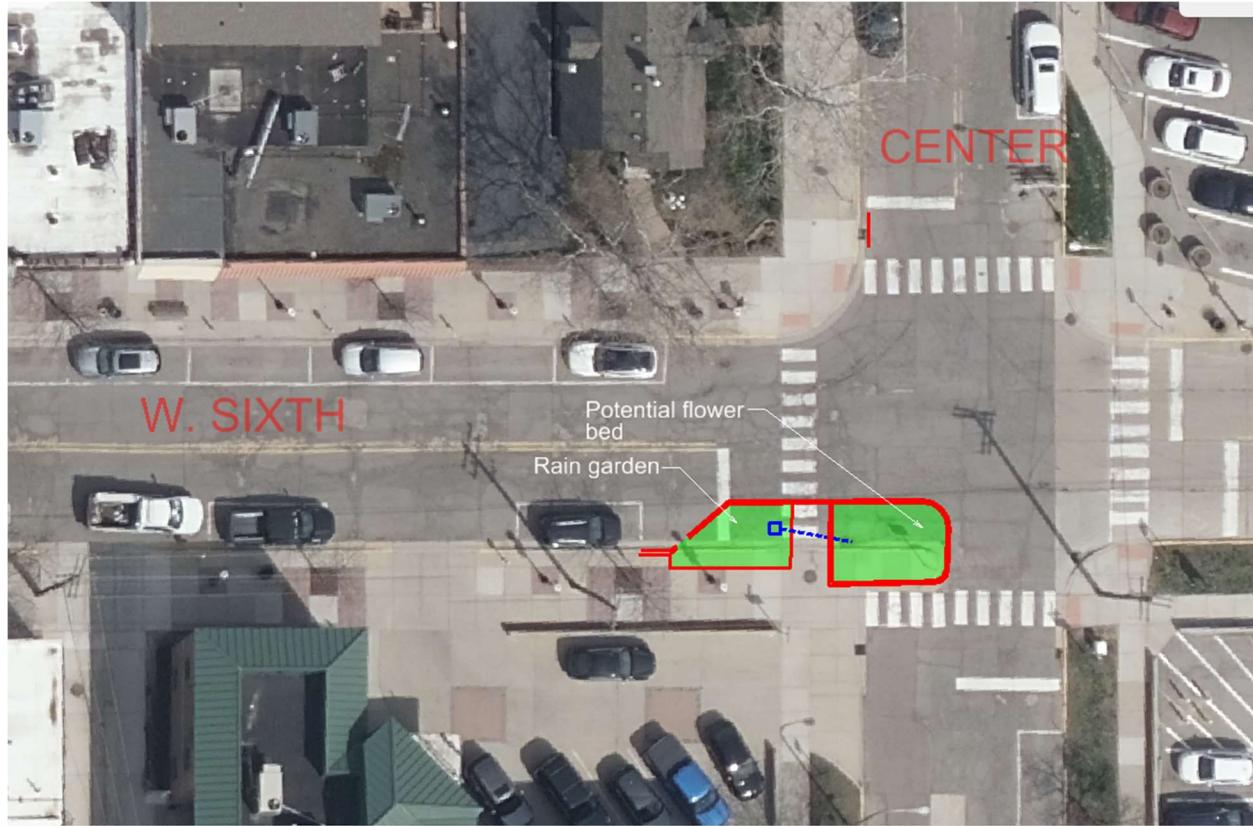


2. We just paved through the intersections of Williams/Fifth and Williams/Sixth in 2024, so I'm not planning any new bumpouts or changes there.
3. Could provide a bumpout for the mid-block crosswalk at Royal Oak Manor. This would require a new catch basin and sewer.



**W Sixth Street (Washington to Center):**

1. Could install rain garden at east end of block, west of crosswalk (low point of block).
2. Could install landscaping bed at east end of block, east of crosswalk; currently functions as half-road closure to prevent southbound traffic, could widen further into Sixth St.



ATTACHMENT B

**Thwing, Tim**

---

**From:** Donoghue, Holly  
**Sent:** Wednesday, July 24, 2024 12:45 PM  
**To:** Thwing, Tim  
**Subject:** CAP2416 - add Sherman Drive

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Tim,

I am planning to move forward with resurfacing of Sherman Drive (Lafayette to Washington), probably later in August. The estimated construction cost for this work is within the remaining DDA budget for CAP2416. I know I told you previously that the project was complete, so I'm not sure if the remaining funds are still available to use on Sherman Drive. Here's a summary of the construction budget:

Budget CAP2416 (DDA):	\$680,836.94
Total spent to date:	\$608,644.04
Sherman Drive cost:	\$68,947.30
Remaining budget:	\$3,245.60

Can we use the remaining DDA funds to pave the road?

**Holly J. Donoghue, P.E.**

City Engineer

248.246.3260  
[hollyd@romi.gov](mailto:hollyd@romi.gov)  
203 S. Troy Street / Royal Oak, MI 48067





# Royal Oak **DOWNTOWN** DEVELOPMENT AUTHORITY

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

## MEMORANDUM

DATE: August 14, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **FAÇADE/SIGN APPLICATION – 407 S WASHINGTON AVE. WRITE IMPRESSIONS**

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The DDA has received an application for a sign grant from Write Impression (Lori London).

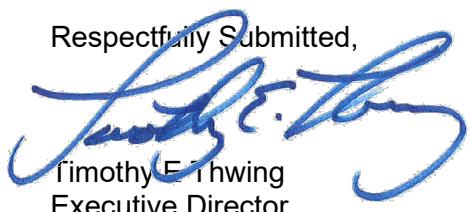
The application total is \$3,714.75 in sign improvements, which would equate to a maximum award of \$1,857.37, see attached application.

The Infrastructure Committee reviewed this application at its August 5<sup>th</sup>, 2024, meeting and is recommending approval.

Should the DDA wish to proceed, the following resolution has been prepared for its consideration.

**Be it resolved**, the Downtown Development Authority hereby approves the application for a sign grant for 407 S Washington Ave. as a reimbursement in an amount not to exceed \$1,857.37 or 50% of the actual project cost, whichever is less.

Respectfully Submitted,



Timothy E. Thwing  
Executive Director

Site Address:	407 S. Washington	Parcel ID#	72-25-21-237-002
APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
Business Name:	Write Impressions	Name of Company:	
Contact Person:	Lori London	Contact Person:	Bill Harrison
Contact Address:	407 S. Washington Royal Oak, MI 48067	Address:	2729 Trafford Royal Oak, MI 48073
Phone:	248.541.8921	Phone:	248.877.5703
Email:	lorialondon@aol.com	Email:	bill.harrison2729@outlook.com
Anticipated Project Start Date: (mm/dd/yyyy)		Anticipated Project Completion Date: (mm/dd/yyyy)	
9.15.2024		10.15.2024	

ELIGIBILITY QUESTIONS		
Is the property delinquent on property taxes, water bills, or any other fees/bills owed to the city	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is there any pending litigation against the city by the applicant?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do the proposed changes to signs and facades comply with all applicable codes, ordinances, laws and regulations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the property within the boundaries of the DDA District?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will signage upgrades be included in the project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any outstanding code violations on the property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the applicant a property owner or a tenant with a minimum of two years remaining on their lease, or have an option to renew their lease with written permission from property owner (include letter with application).	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

PROPOSED FAÇADE IMPROVEMENTS		
Height of Façade:	Width of Façade:	Façade Square Feet:
Current Façade Materials:		
Description of Scope of Work:		
Fabricate new face for existing "capsule" LED retrofit of existing sign		

Please select the proposed items for improvement below:

Awnings	Architectural Accents	Building Expansion/Add.
Doors	Energy Efficient Lighting	Facade Renovation/Restoration
Masonry Repair	New Building Construction	Paint
Signage	Windows	Other (Sustainable Activities)

Please indicate other sustainable activities if applicable:

Estimated Cost of Proposed Façade work:

**\$ 3714.75**

*Applicant must submit cost estimates for the proposed scope of work from a licensed contractor or materials provider.*

#### SIGN IMPROVEMENT INFORMATION (IF APPLICABLE)

A Façade Grant Application must include photographs of the building's current signage, which will be evaluated by the DDA. The DDA may request an upgrade to signage for a façade grant application to qualify for funding. New signage may be included in the cost of the façade grant project.

Nonconforming signs will be required to be removed. Proposals for signage upgrades that are included in the façade project must comply with all applicable codes, ordinances, and regulations. Special consideration for projects will be given to signage upgrades that include projecting signs and pedestrian-scaled blade signs.

Number of Signs:	1	Cost of New Signage:	\$ 3714.75
Type of New Signage:	<input checked="" type="checkbox"/> Wall Sign <input type="checkbox"/> Projecting Sign		
Will the sign be illuminated?	Yes		
If yes, how?:	L.E.D. retrofit conversion / backlit		

*Please submit renderings of each sign and where they will be placed on the building.  
If you do not plan to change the signage, submit photos of your current signage.*

#### TOTAL COSTS AND GRANT REQUEST

Cost of Façade Improvement:	+	Cost of Sign Improvement:	=	Total Cost of Improvement Project:
\$		\$ 3714.75	=	\$ 3714.75
Amount Requested (50% of Total Cost, not to Exceed \$10,000):				\$ 1857.37

# phillips SIGN & LIGHTING INC.

40920 Executive Drive, Harrison Twp, MI 48045-1363

Phone: (586) 468-7110 Fax: (586) 468-7441 Visit us online at: [www.phillipssign.com](http://www.phillipssign.com)

Contract:

**Write Impressions**

407 S. Washington Street, Royal Oak, MI. 48067

phone: (248) 541-8921 - fax: (586) Email: [Lorialondon@aol.com](mailto:Lorialondon@aol.com)

contact: Lori London

**RE: 407 S. Washington Street, Royal Oak, MI. 48067**

**Item: #1** Capsule Face

consists of:

PS&L to fabricate (1) new face for an existing internally illuminated wall sign capsule.

Face to be about 15" tall x 9' 10 1/2" wide.

Face to be fabricated from 3/16" White SG acrylic with premium quality vinyl graphics applied first surface. Copy to read per client approved artwork.

Face to have jewelite trim.

PS&L to remove existing damaged capsule face and dispose of.

PS&L to install @ site and verify location with client.

**\*Note:** Any repairs to existing signage, if required, to be completed on a time and material basis. Normal rates apply.

**Item: #2** LED Retrofit

consists of:

PS&L to provide and install LEDs in (1) existing group of channel letters on a raceway and capsule from Item #1.

LEDs to be White modules powered by high efficient energy saving electronic power supplies.

PS&L to remove existing lighting and dispose of.

PS&L to install @ site and verify location with client.

**\*Note: Price quoted assumes both Item's are purchased as a package.**

**Contract:**  
Continued from previous page.

	<u>Item: #1</u> Capsule Face	+	<u>Item: #2</u> LED Retrofit	=	<u>Total</u>
permit cost:	per city		per city		per city
sign cost:	788.08		781.68		1,569.75
6% sales tax:					
installation:	316.25		1,828.75		2,145.00
<b>total:</b>	<b>1,104.33</b>		<b>2,610.43</b>		<b>3,714.75</b>
down payment:					1,857.38
balance C.O.D.:					1,857.38

• Price is subject to review after 15 days due to fluctuating material costs.

Lori A. London (print) Lori A. London 7.25.2024  
acceptance: Lori A. London date: 7-11-24  
salesperson: Lori A. London date: 7-11-24

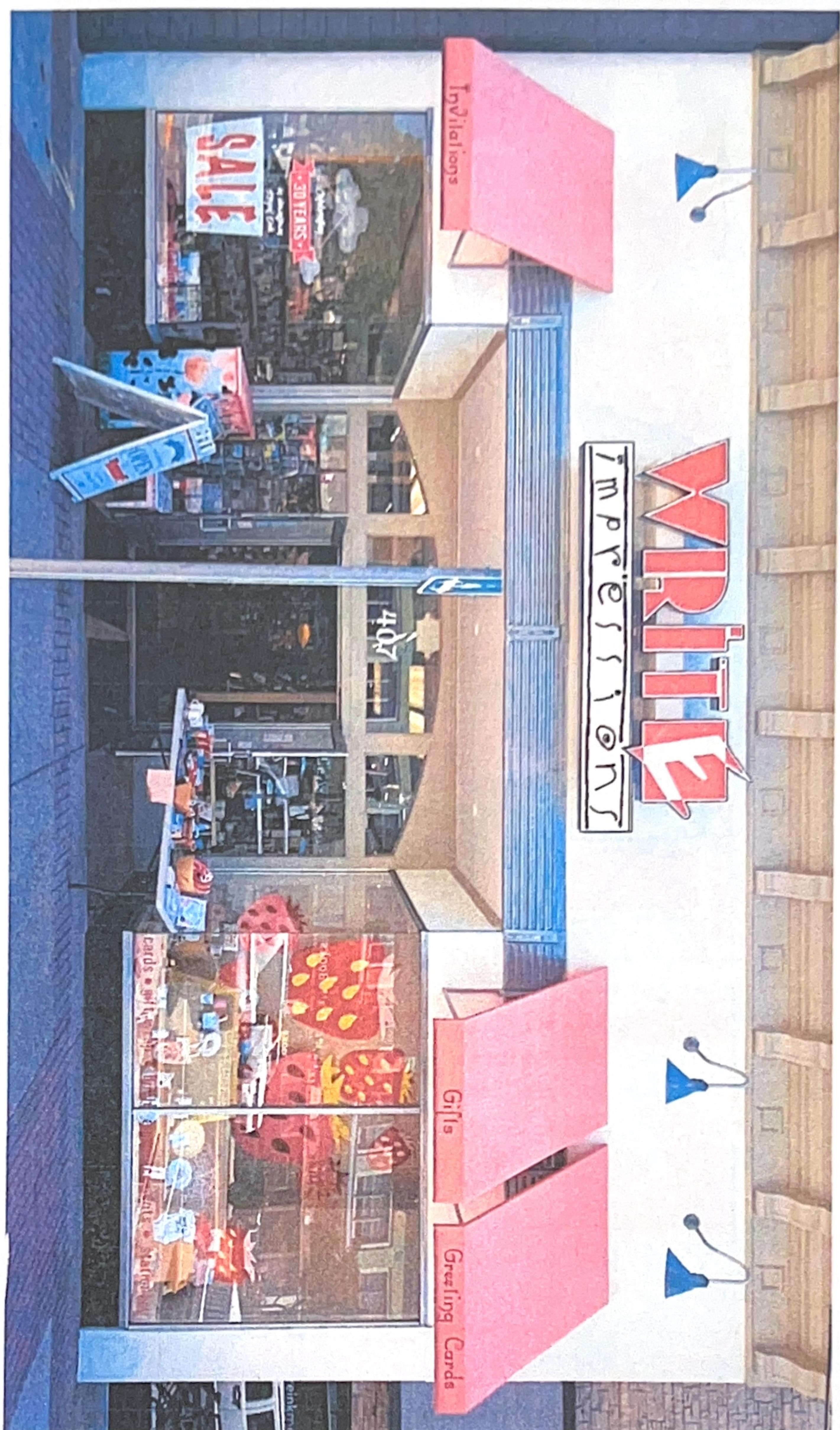
**Warranty (Materials & Labor)** - 5 years on construction workmanship, 1 year on lighting & electrical components.

• Warranty excludes existing items, mdo signs, banners, acts of God and vandalism. Electrical UL listed.

**EXTRAS** - Sign Permit, Electrical Permit, and  staff time fee (for permit procurement), as required JS

- Client is responsible for landlord approval and final electrical hook-up. Installation based on normal conditions  JS
- Additional costs may be incurred if problems are encountered during excavation of footing (i.e. poor soil conditions, buried objects, sprinklers, etc.). PS&L assumes no responsibility for any sprinkler damage  JS
- PS&L assumes no responsibility for damage to landscaping/grass due to install.  JS
- If clean art work is not provided, art work will be generated at a rate of \$50.00 Per Hr.  JS
- Engineer sealed drawings, if required, to be provided at additional cost.  JS
- PS&L takes all precautionary steps to protect parking surfaces during installations. PS&L cannot be held liable for parking lot repairs if required.  JS
- Price quoted assumes reasonable access for installation and wiring of signage and components.  JS
- Installation quotations are estimates subject to verification of technical survey and confirmed access to signage.  JS
- No sign construction will begin prior to obtaining permits without written authorization of client.  JS
- Any additional required endorsements or changes to PS&L's current liability insurance certificate may be subject to additional costs.  JS
- Photographs and/or videos of signage may be used by PS&L for marketing purposes.  JS
- Credit Card orders over \$1,000.00 will be subject to a 3% fee.  JS
- Invoices over 30 days are subject to 2% finance charges.  JS

## Simulated Elevation View



Existing Sign @ Site



visit us at: **phillipssign.com**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Permit: \_\_\_\_\_



Ph: 586.468.7110

40920 Executive Drive  
Harrison Twp., MI  
48045-1363

**Item #1**  
TOTAL SIGN AREA: NA

**Renovate Existing sign**  
Qty: 1

Lead #: P21004226	Revision:
PROJECT: Write Impressions	
FILE: Write Impressions-Reno 1	
SITE ADDRESS: 407 S. Washington St., Royal Oak, MI	

LEAD: RG	REVISION:
LAYOUT: KP	—
Date: 7-10-24	

<b>1</b> Renovate Sign: New acrylic face with graphics 1" jewelite trim.
<b>2</b> OPTION: L.E.D. retrofit conversion. - remove existing neon tubing and electrical components. Install new L.E.D. illumination.

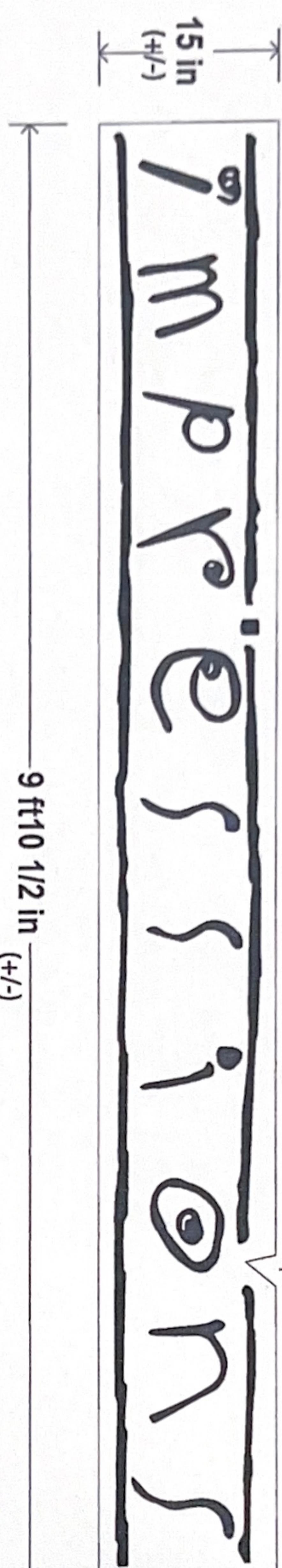
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are protected. Attempt to duplicate design without  
written consent may result in legal consequences.



**Item #1**  
TOTAL SIGN AREA: NA

Renovate Existing sign  
Qty: 1

**NOTE:**  
Existing Capsule  
has "NOTCH"



Lead #: P21004226	PROJECT: Write Impressions
FILE: Write Impressions-Reno 1	
SITE ADDRESS: 407 S. Washington St., Royal Oak, MI	
LEAD: RG	REVISION:
LAYOUT: KP	—
Date: 7-10-24	

**2** OPTION:  
L.E.D. retrofit conversion.  
— remove existing neon  
tubing and electrical  
components. Install new  
1" jewelite trim.  
L.E.D. illumination.

**\* Size Approximate. All dimensions to be field verified.**

**\* \* Logo Art re-created from low resolution image.**

**Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

visit us at: **phillipssign.com**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Permit: \_\_\_\_\_

**RS&L**

Ph: 586.468.7110

40920 Executive Drive  
Harrison Twp., MI  
48045-1363

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# Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

## MEMORANDUM

DATE: AUGUST 15, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: PAINTING DOWNTOWN MURAL PROJECT – PILOT

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The infrastructure committee began discussing a proposal from staff for an initiative titled, “Painting Downtown Mural Project” at its May 6<sup>th</sup>, and subsequently wrapped up at the August 5<sup>th</sup> meeting.

The project will be used as a pilot program to begin installing DDA funded murals in downtown beginning this fall, utilizing the \$80,000 small placemaking budget already approved by the DDA, the DDA has also budgeted \$20,000 for mural grants specifically. This program is benchmarked and based on programs already being administered by the Ferndale DDA and Berkley DDA, in which property owners voluntarily agree to host a mural for a minimum of 5 years and in exchange the DDA funds the endeavor as a placemaking initiative that benefits the public.

During discussion with the infrastructure committee, support for the program was unanimous in that it would provide a much-needed injection of vibrancy and culture to downtown. Placemaking is seen as one of the top ways a downtown can attract visitors, increase property values, and promote arts and culture; murals are considered the low-hanging fruit in that it is one of the cheapest ways to perform placemaking. This project will accomplish the following budget goal approved by the DDA in March 2024 for this fiscal year’s budget:

*Goal 7: Downtown placemaking: to create welcoming and beautiful public spaces that encourage residents and visitors to gather as a community.*

The sites have been selected for this pilot by size, overall exposure levels for each site, and expressed interest by property and business owners.

- According to Placer.Ai, annual Nearby Activity\* (100 ft.) statistics, each site has approximately:
  - Site A: The Rock on Third
    - 76.6K Visitors / 107.2K Visits
  - Site B: Henry Ford Health Care
    - 69.1K Visitors / 104.7K Visits
  - Site C: Cacao Tree Café
    - 68K Visitors / 105.8K Visits

- Site D: Noir Leather
  - 98.1K Visitors / 135.7K Visits
- Site E: Yogurt City
  - 73.3K Visitors / 126.9K Visits

These numbers represent the estimated number of visitors and visits that pass within 100 feet radius of the proposed site; with a grand total of 385.1K visitors across all sites, this project stands to also serve as a great buzz marketing tool through visitors showing their friends and family, social media shares, as well as, the addition of earned media coverage of this initiative.

Attached are the proposed property owner agreements, program outline and timeline.

This program is being considered a pilot project to analyze whether foot traffic increases, whether social media traffic indicates interest in these artworks, and based on qualitative data to be gathered from the public and businesses. Should the pilot achieve positive outcomes as determined by the DDA Board, we may seek to create an annual process that also allows property owners to apply for site hosting.

In terms of pricing for murals, industry standard for large murals typically range from \$10-\$50 per square foot depending on artist experience and degree of difficulty for the piece. In benchmarking against our neighbors in Ferndale, we have settled on the median point of \$25 per square foot to attract high quality artists while also ensuring that we are remaining budget conscious. Based on this figure, total expenditure will come to \$78,383.25.

During discussion at committee meetings, this program was catered to the collective discussion of the board in terms of sites, pricing, and desired outcomes of the program. The committee provided a unanimous recommendation for approval based on a total expenditure which exceeded the above stated figure.

Should the DDA Board agree with the committee's recommendation the following resolutions have been prepared for consideration:

**Be it resolved**, the Downtown Development Authority approves of the Painting Downtown Mural project and authorizes the Downtown Manager and Executive Director to oversee an art proposal process.

**Be it resolved**, the Downtown Development Authority approves the expense budget for the Painting Downtown Mural project in an amount not to exceed \$78,383.25, with respect to all funding being contingent on City Commission approval of artworks.

**Be it resolved**, the DDA Board authorizes the attached Downtown Mural Installation agreement and authorizes the Executive Director to execute with the agreement with proposed property owners, in addition to any revisions as required by the City Attorney.

**Be it resolved**, the Downtown Development Authority authorizes the Downtown Manager to begin the artwork approval process with applicants selected by the selection committee, and agreed to by the property owners.

**Be it resolved**, the DDA Board hereby appoints the selection committee as;

- A. the existing infrastructure committee
- OR
- B. the following named Directors: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Respectfully Submitted,

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Daniel Solomon  
Downtown Manager



## **Overview**

The Painting Downtown Project aims to enrich the city's urban environment with artworks that reflect our community's values, diversity, and creativity. Through this program, we seek to create dynamic public spaces and foster a sense of pride and identity among residents and visitors. These Royal Oak Downtown Development Authority (RODDA) funded mural installations will add to the vibrancy and artistic aesthetics to the downtown development district, helping bolster the overall placemaking goal of the authority and further improving the district for residents, downtown businesses, and the many visitors who come downtown every year.

## **Application Process**

The process for Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) will function as a pilot program for the placemaking initiative. High traffic areas where public engagement can assist in analyzing the program outcomes will be prioritized locations for this initial mural installation process. Private property owners seeking to be included in future mural installation programs should submit interest here (private property must be located in the DDA district, with strong preference given to the TIF District boundary of the RODDA).

Individuals or organizations wishing to create a downtown mural installation must submit design proposals through the RODDA submission form found [here](#). A rendering of the proposed mural must be included, and each artist may submit up to three views of the design from varying angles if they choose.

Artists should be prepared to make themselves available to discuss the project scope and their concept during the selection process, as needed by the Downtown Development Authority, property owner, or artwork selection committee.

### **Honorarium**

The artist(s) are required to include the cost and or projected budget in association with the work of art they submit. The artist(s) selected will each receive a deposit of 10% for materials from the full project total after the contract has been signed and prior to the execution of the selected work of mural installation. All mural installations will be awarded \$25 per square foot, less the initial deposit, upon full completion of the project installation. The initial deposit will be provided upon City Commission approval for artwork as “public art.”

Artists will be responsible for materials needed for installation including but not limited to paint, protective finishes, paint brushes or other tools for install, ladders, lifts, and insurance outlined in the artist agreement.

### **Selection Criteria**

Factors to be considered by the selection committee and RODDA staff include, but are not limited to:

- **ARTISTIC QUALITY** – Strength of artist’s concept and demonstrated technical skills and experience.
- **CONTEXT AND IMAGERY** – Appropriate imagery that does not contain explicit or vulgar imagery and words and does not contain products directly related to the business which the mural will be hosted by.
- **FEASIBILITY** – Proposals will be evaluated relative to their feasibility and convincing evidence of the artist’s ability to successfully complete the concept as proposed based on budget, timelines, and qualifications.
- **ORIGINAL** – Artists are required to warrant that artwork is their own original, unique design and that the installation of the artwork will not infringe on copyrighted materials. Commercial messaging and signage will not be accepted.
- **PERMANENCE** – Use of high-quality materials that will last a minimum of five years and are resistant to weather and ultraviolet deterioration.
- **SAFETY** - The artist shall demonstrate a plan for the safe installation of mural artwork. The supplied plan shall outline what precautions will be taken to ensure the safety of the artist during installation, as well as the public which may be nearby.

### **Program Timeline**

- **August 21, 2024:** Request for Artist Proposal Issued
- **September 3, 2024:** Request for Artist Proposal Due at 4:30 PM
- **September 4 - 5, 2024:** Select Artist Meetings with Selection Committee
- **September 16, 2024:** Selected Artists and Artworks will be presented to Royal Oak Commission for the Arts to acquire artwork approval.
- **September 18, 2024:** Artist Contracts and Funding Approval presented to the Royal Oak Downtown Development Authority
- **September 23, 2024 or October 14, 2024:** Approval for Artworks presented to the City Commission

- Following City Commission approval, artwork will be scheduled for installation in consideration of conducive weather. In instances of less than favorable weather conditions, artwork installation may be scheduled for early Spring 2025 when paint curing is more favorable for outcomes.

### **2024 Proposed Sites**

<b>SITE A</b>			
Width: 50'0"	Height: 13'2"	Sq. Ft.: 658.33 ft <sup>2</sup>	
Business: The Rock on Third	Address: 112 E. Third Street	Install Rate: \$16,458.25	



Mural will begin to the right of the utility pole and frontage red bricks.

**Imagery to Avoid:** Easter Island heads, beer, alcohol, pub fare

<b>SITE B</b>		
Width: Wall 1: 23'10" Wall 2: 23'10" Wall 3: 13'2"	Height: 13'9"	Sq. Ft.: 836.46 ft <sup>2</sup>
Business: Henry Ford Health Care	Address: 110 E. Second Street	Install Rate: \$20,911.50



Murals on all three walls should be related to each other but do not necessarily need to be continuous imagery.

**Imagery to Avoid:** medical equipment, doctors, glasses, etc.

**SITE C**

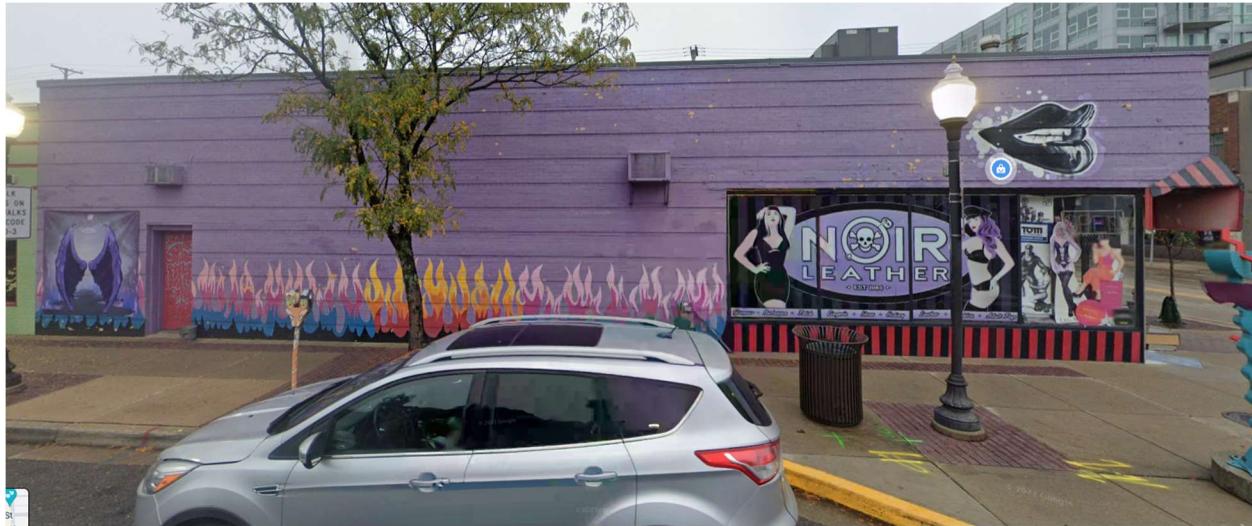
Width: 30'5"	Height: 11'0"	Sq. Ft.: 334.58 ft <sup>2</sup>
Business: Cacao Tree Cafe	Address: 204 W. Fourth Street	Install Rate: \$8,364.50



Mural will be from building corner (hatching brick on left of image) and run until the window.

**Imagery to Avoid:** smoothies, health foods, cacao beans

<b>SITE D</b>		
Width: 44'2" +Above Window: 24'8"	Height: 15'9" +Above Window: 6'6"	Sq. Ft.: 855.96 ft <sup>2</sup>
Business: Noir Leather	Address: 124 W. Fourth Street	Install Rate: \$21,399.00



Mural will be a recover of a dilapidating mural artwork. The information of longevity should address what site preparations will be completed to address current paint layers which have begun chipping, and how that will be prevented with newer piece.

**Imagery to Avoid:** leather, lingerie and the like

**SITE E**

Width: 30'0"	Height: 15'0"	Sq. Ft.: 450 ft <sup>2</sup>
Business: Yogurt City	Address: 122 S. Main Street	Install Rate: \$11,250.00



Current wooden framing will be removed prior to mural installation. . The information of longevity should address what site preparations will be completed to address current paint layers which have begun chipping, and how that will be prevented with newer piece.

**Imagery to Avoid:** frozen yogurt, fruit and other toppings



### **DOWNTOWN MURAL ARTWORK INSTALLATION AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Royal Oak Downtown Development Authority ("DDA"), and \_\_\_\_\_ ("Site Owner") for the installation of mural artwork on privately owned property:

Property Address:	
Placement of Artwork: <i>(Wall Direction &amp; Adjacent Street)</i>	
Size of Artwork (sq.ft.)	

The site owner hereby permits the DDA or its agents to install the mural artwork in the location stated above, subject to the following conditions:

1. The placement of the mural artwork (listed above) on the property is mutually agreed upon between the Site Owner and the DDA.
2. The mural artwork design (Attachment A) is mutually agreed upon between Site Owner and the DDA and may only be modified by written agreement.
3. The DDA agrees that no compensation will be required from Site Owner for the installation of mural artwork on their property.
4. In the event of sale, transfer or other ownership interest change of the above listed property, Site Owner agrees to transfer this Agreement to any new property owner(s). In the event of new property ownership, written notification shall be provided by Site Owner to the DDA no less than 30 days following the transfer of title or ownership interest.
5. Site Owner agrees that there shall be no alteration or removal of the mural artwork within the first five (5) years from the date of completion as determined by the DDA. Should the mural artwork be altered or removed, Site Owner agrees to reimburse the DDA for costs incurred for the installation of the mural artwork within thirty (30) days of written demand for reimbursement.

#### **Permits**

The DDA shall be responsible for all right-of-way permits required for the installation of the mural artwork. The Site Owner shall be solely responsible for all permits related to the maintenance of the mural artwork, if necessary, during the term of this Agreement. The Site Owner shall also be responsible for all permits related to any additional building work to be completed prior to the installation of mural artwork. Any and all necessary building work shall be the sole responsibility of the Site Owner.

#### **Maintenance**



After installation of the mural artwork is complete, all conservation and maintenance of the mural artwork will be the sole responsibility of the Site Owner.

#### **DDA/City Publicity**

To assist the DDA in publicizing its efforts to maintain and improve quality of life for its citizens and business owners by fostering visually appealing commercial districts, upon reasonable advance notice provided by the DDA, the Site Owner shall permit the DDA or its designated representative access to the mural artwork in order to photograph or otherwise record the mural artwork during and following installation. The Site Owner expressly permits the DDA to use any such visual images for its promotion of the DDA and/or the City of Royal Oak and for the cross-promotion of the mural artist. All such visual images of the mural artwork obtained by the DDA shall be, and remain, the property of the DDA and/or the City of Royal Oak. All such visual images shall constitute public records that are subject to disclosure pursuant to the Michigan Freedom of Information Act.

#### **Relationship of Parties**

The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. The Site Owner has no authority to act as an agent or partner of the DDA, and has no authority or power to incur debts, obligations, or commitments of any kind whatsoever for or on behalf of the DDA or to bind the DDA to any contract or agreement, without the prior written consent of the DDA.

#### **Termination**

This Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this Agreement; or (ii) by mutual agreement of the parties. In the event of breach of this Agreement by the Site Owner within the first five (5) years following completion of the mural artwork, Site Owner agrees to reimburse the DDA for costs incurred for the installation of the mural artwork within thirty (30) days of written demand for reimbursement.

#### **Indemnification**

Site Owner shall defend, indemnify, and hold harmless the DDA, its agents, officers and employees from and against all claims, suits, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees arising out of, or resulting from losses to anyone who may be injured or damaged by reason of the omissions, willful misconduct, negligence or wrongful acts of Site Owner. Notwithstanding the foregoing, Site Owner shall not be liable for the defense or indemnification of the DDA for claims, suits, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees arising out of the sole active negligence or willful misconduct of the DDA or any representative thereof.

#### **Insurance**

The DDA shall only contract with mural artists after receiving proof of general liability insurance protection which will cover any damages which may arise from the installation of mural artwork. All coverage shall be with insurance carriers licensed and in good standing with the State of Michigan and acceptable to the DDA.



203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
[downtownroyaloak.org](http://downtownroyaloak.org)

### **No Assignment**

Other than by sale of the listed property as provided for in numbered paragraph 4 above, no party hereto may assign or transfer its rights or obligations arising under this Agreement without the prior written consent of the other party hereto. This Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the listed property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions stated in this Agreement.

### **Authority**

Each party hereto represents and warrants to the other that it has the authority to enter into this Agreement and that it is not a party to any other agreement which prohibits it from entering into this Agreement or which renders any provision of this Agreement ineffective or unenforceable.

### **Governing Law and Forum**

This Agreement and any dispute arising under or relating to it, directly or indirectly, shall be governed and interpreted under Michigan law, without giving effect to its conflict of law provisions.

### **Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

### **Notice**

Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall be provided to the last address so designated.

Site Owner  
Street Address  
City, State, Zipcode  
Phone

Royal Oak Downtown Development Authority  
203 South Troy Street  
Royal Oak, MI 48067  
(248) 246-3286

### **Entire Agreement**

This Agreement supersedes any prior understandings or agreements, whether written or oral, between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein. This Agreement may not be modified except by a written document signed by the parties.



203 South Troy Street  
Royal Oak, MI 48067  
Phone: 248-246-3286  
[downtownroyaloak.org](http://downtownroyaloak.org)

**Effective Date**

This Agreement shall become effective on the date first above written.

Royal Oak Downtown Development Authority:

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Timothy E. Thwing, Executive Director

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Date

Site Owner: \_\_\_\_\_ :

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\_\_\_\_\_, Its \_\_\_\_\_

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Date



Meeting Date: 08/21/2024

203 S Troy Street  
Royal Oak, MI 48067  
Phone: (248) 246-3280  
romi.gov

MEMORANDUM

DATE: AUGUST 15, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: SPENDING PLAN - 3<sup>rd</sup> ANNUAL SHOP ROYAL

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The DDA Board approved \$25,000 in expenses for the 3<sup>rd</sup> Annual Shop Royal event, scheduled for September 27-29, 2024.

At the July 9<sup>th</sup> meeting of the Marketing Committee, the committee supported the branding and direction for this year's event. The following budget breakdown is proposed:

Parking Validation	\$5,000
Shopping Tote Bags (Qty. 3,500)	\$10,000
Pop-Up Activities for In Store: Including: Plinko Boards Desk-Sized Cornhole Prize Wheels Trivia Boards & Associate Storage Containers	\$2,000
Pop-Up prizes Including: Branded Stickers (Qty. 1,000 for \$400) Branded Fanny Packs (Qty. 500 for \$3,500) Tickets from Downtown Venues (TBD) Date Night Packages (TBD)	\$7,000
Printing	\$1,000
<b>Total Expense:</b>	<b>\$25,000</b>

This year we will function the event more in the style of the Cookie Crawl, where we ensure exposure of the retailers participating without requiring a purchase to participate (helping with lottery law compliance.) We will have an activity at each participating retailer where folks come and play for free, get a stamp on a Shop Royal card, and then can enter this for bigger ticket prizes. The totes and fanny packs will feature Downtown Royal Oak word marks but will be dependent on the number of imprint colors which are still being determined. Logos for this year's event can be seen below my signature.

Should the DDA Board agree with the committee's recommendation the following resolution has been prepared for consideration:

**Be it resolved**, the Downtown Development Authority approves of the aforementioned Shop Royal budget outline within this document and authorizes the Executive Director to execute any required purchase requisitions.

Respectfully Submitted,

  
\_\_\_\_\_  
Daniel Solomon

Daniel Solomon  
Downtown Manager

