



# Royal Oak

## Agenda Royal Oak City Commission Meeting

Monday, April 22, 2024, 7:30 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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# Proclamation Designating May 2024 Older Americans Month in Royal Oak

**Whereas**, May is Older Americans Month, a time for us to recognize and honor Royal Oak older adults and their immense influence on our community; and

**Whereas**, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

**Whereas**, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

**Whereas**, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

**Whereas**, Royal Oak must ensure that older Americans have the resources and support needed to stay involved in their communities — reflecting our commitment to inclusivity and connectedness; and

**Whereas**, Royal Oak supports the continued effort of the Aging in Place Plan to make the community a more welcoming and engaging community for older adults.

**Now, therefore, be it resolved**, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim May 2024 as Older Americans Month. This year's theme, "Powered by Connection," emphasizes the profound impact of meaningful interactions and social connection on the well-being and health of older adults in our community.



Mayor Michael C. Fournier  
City of Royal Oak





## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Consideration of a Resolution Supporting No Mow May</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Manager</b>	
<b>PRESENTER</b>	<b>Angela Fox</b>	
<b>MEETING DATE</b>	<b>April 8, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

No Mow May is a movement that encourages people to let their lawns grow during the month of May. This simple act of not mowing your lawn for one month can have a positive impact on the environment and our local ecosystem. The No Mow May program helps local pollinators by preserving their winter habitats and providing early spring pollen and nectar sources. In 2022, the city commission supported this effort after a presentation from young residents, and the city commission supported this effort again in 2023. Staff is bringing this back for your consideration for May 2024.

In addition to helping our pollinators, not mowing your lawn in early spring has other benefits to the overall health of the lawn, including:

- Saving water while increasing drought tolerance, taller grass tends to have deeper roots, and less water evaporates from the soil.
- Reduction in air and noise pollution from gas-powered lawn equipment.
- Saves time and money.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	
<b>AMOUNT CURRENTLY BUDGETED</b>	
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### OTHER FISCAL IMPACTS: (Select all that apply.)

No fiscal impact  
 Workload impact (details below)

Revenue impact (details below)  
 Operations Impact (details below)

**REVENUE IMPACT:** Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

As a part of this effort, it is necessary to temporarily pause enforcement of the city's ordinance, which prohibits long grass on residential property, from May 1 through May 31, similarly to what was done in May 2022 and May 2023.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

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## **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

The No Mow May program aligns with many of Royal Oak's Sustainability Climate Action Plan goals including those related to water management, alternative lawn care practices and the reduction of greenhouse gas emissions (4.4.4, 4.5.3, 4.5.7).

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## **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

The past two years, "No Mow May" reusable signs were sold allowing residents to show their support of the program. This year the city will again be accepting donations for branded reusable yard signs. All donations will go toward buying native plants for inclusion in parks and pollinator gardens to expand the positive environmental impact. Additionally, staff will work to communicate with residents about No Mow May.

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## **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

A draft of this memo was presented to the Royal Oak Environmental Advisory Board and briefly discussed at the March board meeting. All board members were in favor of presenting this to the city commission consideration again this year.

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## **LEGAL COMMENTS**

**PROPOSED COMMISSION RESOLUTION:**

**Be it resolved**, the city commission hereby declares May 2024 to be No Mow May; and

**Be it further resolved**, the city commission hereby declares a temporary moratorium on the enforcement of the city's property maintenance code for lawn mowing on residential property during the month of May 2024.

**ATTACHMENTS: None.**

# Proclamation Designating April 22, 2024 Earth Day in Royal Oak

**Whereas**, in 1970 the first Earth Day in the United States was held on April 22, chosen because it was between Spring Break and finals, the first Earth Day was designed for college campuses around the country to have “teach-ins” highlighting the importance of clean air and water in response to an 1969 oil spill in Santa Barbara, California the brainchild of U.S. Senator and environmentalist Gaylord Nelson; and

**Whereas**, and astonishing 20 million people took to the streets for that first Earth Day and lead to the creation of the Environmental Protection Agency and congress signing into law the Clear Air Act in December 1970. Within 20 years, Earth Day became an International Event to spotlight the ecological challenges that face our planet; and

**Whereas**, Planet v Plastics is the theme for the 2024 Earth Day. 380 million tonnes of plastic are produced each year while only 9 percent of plastic ever produced is recycled. Earth Day 2024 is a call to action end the scourge of plastics and safeguard the health by bringing the percentage of plastics recycled to 60 percent by the 2040; and

**Whereas**, the City of Royal Oak is committed to meeting these goals with city programs begin fully compliant with our Sustainability and Climate Action Plan. We strive to bring diverse and comprehensive recycling initiatives to our residents and business community members and make every day Earth Day in Royal Oak.

**Now, therefore, be it resolved**, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim April 22, 2024 Earth Day in Royal Oak and urge all members of the community to due their part to help and heal our planet by living each day more sustainably.

## Make Every Day Earth Day

  
Mayor Michael C. Fournier  
City of Royal Oak



# Proclamation Designating April 26, 2024

## National Arbor Day in Royal Oak

**Whereas**, Royal Oak appreciates trees for the many roles trees play in our lives. Did you know just 100 trees can remove 53 tons of carbon dioxide and 430 pounds of other air pollutants and can catch up to 139,000 gallons of rainwater every year. Strategically placed trees can save up to 56 percent on air conditioning per year, while Evergreens can block winter winds saving three percent on your heating bills; and

**Whereas**, the City of Royal Oak, historically known as a City of Trees, was honored to be named a 2023 Tree City USA by the Arbor Day Foundation, making 2023 Royal Oak's 46th consecutive year as a Tree City; and

**Whereas**, the City of Royal Oak, historically known as a City of Trees, was honored to be named a 2023 Tree City USA by the Arbor Day Foundation, making 2023 Royal Oak's 46th consecutive year as a Tree City; and

**Whereas**, Royal Oak has maintained this honor through our commitment to effective urban forest management and meeting the four criteria: maintaining a board or department, having a tree care ordinance, dedicating an annual forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation; and

**Whereas**, the Environmental Advisory Board, Parks and Forestry and Planning divisions work collaboratively to design and implement strategies and programs including the Spring and Fall Tree Planting Programs which have been offered to residents for more than 30 years. This spring 250 trees in 11 different varieties were offered to residents free of charge; and

**Whereas**, Arbor Day celebrations in Royal Oak include the annual Park Cleanup Weekend where citizen volunteers rid our parks of debris, a Tree Planting event with the Upton Elementary School Garden Club; and

**Whereas**, Royal Oak remains committed to creating a superior quality of life to members of the community and trees play a vital role and deserve our protection and efforts to increase their numbers and maintain good health of our tree populations.

**Now, therefore, be it resolved**, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim Friday, April 26, 2024 as National Arbor Day in the City of Royal Oak and urge all citizens to support all endeavors to plant and preserve trees for us now and future generations.



Mayor Michael C. Fournier  
City of Royal Oak



# Proclamation Designating Marking Royal Oak's Third Year as a BEE CITY USA® Affiliate

**Whereas**, the mission of BEE CITY USA® is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90 percent of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

**Whereas**, thanks to the more than 3,600 species of native bees in the United States, along with introduced honeybees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

**Whereas**, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

**Whereas**, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

**Whereas** supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

**Whereas**, Royal Oak, for all of the reasons above, became a certified a BEE CITY USA® community on April 11, 2022; and

**Whereas**, Royal Oak continues to be committed to supporting our pollinators through actions including: No Mow May initiative to protect pollinators food sources as they ready for the work ahead, installing beehives on public land and in city parks, harvesting the honey from these beehives, picking up yard waste to make compost freely available to residents, piloting a composting program at the farmers market, installing rain gardens on public lands, encouraging residents to install rain gardens, hosting annual Earth Day celebrations where native plants are sold, supporting a farmers market where residents purchase food from local farmers to cut down on our use of fossil fuels; and

**Whereas**, Royal Oak is honored to be a BEE CITY USA® and is excited to continue the growth we have achieved and begin our third year of protecting and proliferating the life of pollinators.

**Now, therefore, be it resolved**, I Mayor Fournier, and members of the Royal Oak City Commission hereby invite our entire community to celebrate and mark this significant anniversary of the third year of Royal Oak being a BEE CITY USA® affiliate.



Mayor Michael C. Fournier  
City of Royal Oak



A special meeting of the Royal Oak City Commission was held on Monday, April 8, 2024 in room 122 of city hall, 203 S Troy, Royal Oak. The meeting was called to order by Mayor Fournier at 6:30 p.m. Present were Mayor Pro Tem Hunt, Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, and Commissioner Macey. Also, present were Interim City Manager Fenton, City Attorney Grochowski and City Clerk Halas.

Adjourned to Closed Session

Moved by Commissioner Douglas  
Seconded by Commissioner Macey

Be it resolved, that the city commission hereby enters into closed session under section 8(c) of the Michigan Open Meetings Act to consider a written legal opinion exempt by from disclosure by law.

ROLL CALL VOTE

Ayes: Commissioner Herzog, Commissioner Macey, Commissioner Cheezum, Commissioner Douglas and Mayor Pro Tem Hunt

Absent: Commissioner Kolo & Mayor Fournier (6:37 pm)

Adopted unanimously

A regular meeting of the Royal Oak City Commission was held on Monday, April 8, 2024 in the city hall, 203 S Troy, Royal Oak. The meeting was called to order by Mayor Fournier at 7:43 p.m.

Mayor Pro Tem Hunt gave the Invocation. Everyone present gave the pledge of allegiance.

ROLL CALL	PRESENT	ABSENT
Mayor	Fournier	
Mayor Pro Tem	Hunt	
Commissioners	Cheezum	
	Douglas	
	Herzog	
	Macey	
		Kolo

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#### **PROCLAMATION DESIGNATING MAY 2024 CYSTIC FIBROSIS AWARENESS MONTH IN ROYAL OAK**

Mayor Fournier presented the proclamation to Laura Bonnell of the Bonnell Foundation.

Whereas, cystic fibrosis, commonly referred to as CF, is a genetic disease affecting approximately 40,000 children and adults in the United States living with CF, and approximately 105,000 people having been diagnosed worldwide across 94 countries; and

Whereas, cystic fibrosis starts in the body with a defective gene that causes the body to produce an abnormally thick, sticky mucus that clogs the lungs, and these secretions produce life-threatening lung infections and obstruct the pancreas, preventing digestive enzymes from reaching the intestine to help break down and absorb food; and

Whereas, more than 10 million Americans are symptomless carriers of the defective gene, approximately 1,000 new cases of CF are diagnosed each year with 75 percent being diagnosed before age two and sadly people of color remain underdiagnosed in the United States and the world; and

Whereas, infant blood screening to detect genetic defects is the most reliable and least costly method to identify persons likely to have CF and early diagnosis permits earlier treatment and enhances quality of life and longevity, the treatments determined by stage and organs effected; and

Whereas, in 1989 scientists made a ground-breaking discovery of the defective CFTR gene responsible for CF. The discovery paved the way for understanding CF at a molecular level leading to development or targeted treatments including the approval of drugs that managed symptoms; and

Whereas, entering the 2000's the Cystic Fibrosis Foundation's Therapeutics Development Program made significant investments to which have led to breakthrough drug therapies aimed at the underlying genetic defect; and

Whereas, innovative treatments and access to care play a critical role for individuals with CF getting the treatments and increasing their quality and life expectancy, which in the United States in 2018 the median survival age was 41.1 and has now risen to 56 years. While areas of the world without the level of access and care the survival age is 8 years or younger; and

Whereas, the state of Michigan has eight world-class treatment centers specializing in the diagnosis and care of CF and non-profit advocacy groups, including the Bonnell Foundation in Royal Oak which have served to care, educate, and raise awareness but also to celebrate the resilience and achievements of those individuals with CF and communities supporting the fight against this challenging disease.

Now, therefore, be it resolved, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim May 2024 as Cystic Fibrosis Awareness Month in Royal Oak and encourage our community to seek to educate themselves about the disease and support the ongoing efforts to create a future filled with hope and one-day without cystic fibrosis.

\* \* \* \* \*

#### **PROCLAMATION DESIGNATING APRIL 2024 NATIONAL POETRY MONTH IN ROYAL OAK**

Mayor Fournier presented the proclamation to Roberta Brown on behalf of the Commission for the Arts.

Whereas, the Academy of American Poets established the month of April as National Poetry Month; and

Whereas, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets, introduce Americans to the pleasures and benefits of reading poetry, bring poets and poetry to the public in immediate and innovative ways, makes poetry an important part of our children's education; and

Whereas, National Poetry Month, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

Whereas poetry enhances and enriches the lives of all Americans; and

Whereas, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

Whereas, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts.

Now, therefore, be it resolved, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the Royal Oak Commission for the Arts and the entire Royal Oak Community do hereby proclaim April 1

through 30, 2024, as National Poetry Month and call upon public officials, educators, librarians, and all the people of the City of Royal Oak to observe this month and to celebrate the cultural riches our community has to offer, to recognize the important role poetry plays in creating and sustaining this great nation with appropriate ceremonies, activities, and programs.

\* \* \* \* \*

#### APPROVAL OF AGENDA

Moved by Commissioner Douglas  
Seconded by Commissioner Macey

Be it resolved that the city commission hereby approves the agenda for the April 8, 2024 meeting with the addition of item 13 City Manager Selection Process.

Adopted unanimously

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#### PUBLIC COMMENT

Mark Navin, 309 South Maple, spoke against the rezoning of 718 West 4<sup>th</sup> Street and stated reasons why.

Ann Bundy, resident of Birmingham, spoke about young entrepreneurs and the struggle faced by young individuals trying to do better.

Woody Gontina, 1422 Edgewood, is chair of the Environmental Advisory Board. He invited the community to the 3<sup>rd</sup> Annual Oakland Earth Day Event on April 20<sup>th</sup> from 3-7 p.m. at the Farmer's Market.

Jeanne Sarnacki was opposed to the rezoning of 718 West 4<sup>th</sup> Street and stated reasons why.

Phyllis Salter spoke about statutory sharing reform and West 4<sup>th</sup> Street rezoning.

Charlene Pike, 325 South Maple, was opposed to the rezoning of 718 West 4<sup>th</sup> Street and stated reasons why.

Dora Baltrusaitis, 320 South Pleasant, was opposed to the conditional rezoning of 718 West 4<sup>th</sup> Street and stated reasons why.

Rodney Keteyian, 507 South Laurel, was opposed to the conditional rezoning of 719 West 4<sup>th</sup> Street and stated reasons why.

Andrea Carollo, owner of 611 West 4<sup>th</sup>, was opposed to the conditional rezoning of 718 West 4<sup>th</sup> Street and stated reasons why.

Nancy Poprafsky spoke about marijuana, its promotion in the city and state and use at family entertainment venues.

Rebecca Nord-Lama, 313 South Maple, was opposed to the conditional rezoning of 71 West 4<sup>th</sup> Street and stated reasons why.

\* \* \* \* \*  
**CONSENT AGENDA**

Commissioner Douglas pulled item 8c from the consent agenda and amended item a. to reflect March 18, 2024.

Moved by Commissioner Douglas  
Seconded by Commissioner Herzog

Be it resolved that the city commission hereby approves the consent agenda as follows:

- a. Be it resolved that the city commission meeting minutes of March 18, 2024 are hereby approved.
- b. Be it resolved, the city commission hereby approves to fill the following vacancies:

Name	Committee	Term
Gerardo Aponte-Safe	Human Rights Commission	12/31/2024
Nick Tolfree	Veterans Events Committee	12/31/2026

- d. Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2023-24:

Requisition #	R007752 change order
Vendor:	NYE Uniform
Requesting approval for:	\$5,000 additional for a total of \$145,000
Price Source:	estimation
Budgeted:	\$145,000
Department / Fund:	police & fire / public safety
Description:	uniforms for police & fire
Requisition #	R008054 change order
Vendor:	White Pine Bldg. & Development
Requesting approval for:	\$200 additional for a total of \$78,875
Price Source:	bid by Royal Oak
Budgeted:	\$78,875
Department / Fund:	housing assistance program / community develop
Description:	block grant housing rehab
Requisition #	R007963 change order
Vendor:	Miller, Canfield, Paddock, and Stone
Requesting approval for:	\$3,300 additional for a total of \$62,210
Price Source:	estimation
Budgeted:	\$62,210
Department / Fund:	attorney / general
Description:	services for a class action lawsuit
Requisition #	R008305
Vendor:	Daco Construction Inc.
Requesting approval for:	\$39,000

Price Source:	bid by Royal Oak
Budgeted:	\$39,000
Department / Fund:	housing assistance program / community develop block grant
Description:	housing rehab
Requisition #	R008294
Vendor:	Superior Groundcover Inc.
Requesting approval for:	\$32,500
Price Source:	quote (lowest of 3)
Budgeted:	\$32,500
Department / Fund:	parks & forestry / general
Description:	certified engineered wood fibar playground mulch
Requisition #	R008293
Vendor:	C-More Green Inc.
Requesting approval for:	\$29,600
Price Source:	quote (2nd lowest of 4 quotes)-vendor chosen because they focus more on athletic/sports complex services
Budgeted:	\$29,600
Department / Fund:	parks & forestry / general
Description:	soccer field seeding for Normandy Oaks park, Upton park,& Quickstad park

e. BE IT RESOLVED, the city commission declares the above property surplus and authorizes the disposal of the items by auction. Any net proceeds from the sale of items listed under "clerk" will be deposited into the general fund miscellaneous revenue account 101.000.67100.

BE IT RESOLVED, the city commission declares the above property surplus and authorizes the disposal of the items by auction. Any net proceeds from the sale of items listed under "library" will be deposited into the general fund miscellaneous revenue account 271.000.67100. Be it resolved, that the mayor and city clerk be authorized to execute the General Consulting Engineering Services contract for the Royal Oak 2024 Material Testing and Quality Control Services Contract QCS2401 to Professional Services Industries, Inc. of Macomb, Michigan for the unit prices provided in table 2 for the period of May 1, 2024 through April 30, 2025.

f. Be it resolved, the city commission hereby approves that 2023-2025 tentative agreement with the Royal Oak Fire Fighters, Local 431 dated March 7, 2024.

g. WHEREAS, the Publicly Funded Health Insurance Contribution Act (Public Act 152 of 2011) was passed by the Michigan Legislature in 2011 to limit the amount a public employer can pay towards employee medical benefit plans; and

WHEREAS, Michigan municipalities are given three options for complying with the requirements of PA152; and

NOW, THEREFORE BE IT RESOLVED, the city commission elects to comply with the requirements of the Publicly Funded Health Insurance Contribution Act (Public Act 152 of 2011) by continuing to opt-out by adopting the opt-out cost-sharing model as set forth in PA152.

h. Be it resolved, the Royal Oak City Commission hereby approves the license agreement with Audia Construction, Inc. for construction storage at 3530 Coolidge Highway during the 2024 construction season;

Be it further resolved, the Mayor and City Clerk are authorized to execute said license agreement;

Be it finally resolved, the Royal Oak City Clerk hereby authorizes the Director of Public Services and City Engineer to administratively approve and execute future license agreements for construction storage within the gravel lot at 3530 Coolidge Highway for companies awarded City construction contracts.

- i. Be it resolved, the Royal Oak City Commission hereby approves the license agreement between the city and Firefly Nature Programs and authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City.
- j. Receive and File
  - a. American Rescue Plan Act Enabled Project Funding Report for the Quarter Ending March 31, 2024

Adopted unanimously

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#### **CLAIMS OF MARCH 22, APRIL 2 AND APRIL 5, 2024**

Moved by Commissioner Douglas  
Seconded by Commissioner Herzog

Be it resolved the claims of March 22, April 2, and April 5, 2024 are hereby approved.

Adopted unanimously

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#### **APPROVAL OF SPECIAL EVENT PERMIT ROYAL OAK PRIDE**

The petitioners, Edward Nahhat and Shelly Mazur took questions from the commission. Mike Monte, Community Relations Director from Royal Oak First Methodist Church, read a letter from Daniel Hill, Downtown Manager.

Moved by Commissioner Macey  
Seconded by Commissioner Cheezum

Be it resolved, the mayor and city clerk are hereby authorized to execute the agreement between the City of Royal Oak and The Royal Oak Pride Committee for the Royal Oak Pride event to take place on Friday, July 26, 2024, through Saturday, July 27, 2024.

Adopted unanimously

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#### **PROPOSED ORDINANCE AMENDMENT 2024-04 MARIHUANA REGULATIONS SECOND READING**

Moved by Commissioner Douglas  
Seconded by Commissioner Herzog

BE IT RESOLVED, the city commission approves and adopts on second reading, Ordinance 2024-04 entitled an Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak by amending Section 435-4D(7), of Article I, Recreational Marihuana Establishments of Chapter 435, Marihuana, of the Code of Ordinances, City of Royal Oak, Michigan, to add provisions for obtaining additional extensions of a municipal license for marihuana establishments in the City.

Ayes: Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, Mayor Pro Tem Hunt and Mayor Fournier

Nays: Commissioner Macey

Motion adopted

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### **CONSIDERATION OF ORDINANCE TO CONDITIONALLY REZONE 718 WEST 4TH STREET TO MULTIPLE-FAMILY RESIDENTIAL, FIRST READING**

The petitioner and architect for the project answered questions from the commission.

Moved by Commissioner Douglas  
Seconded by Mayor Pro Tem Hunt

Be it resolved, the city commission denies the petitioners request to conditionally rezone 718 West 4<sup>th</sup> Street.

Ayes: Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog and Mayor Pro Tem Hunt

Nays: Commissioner Macey and Mayor Fournier

Motion adopted

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### **CONSIDERATION OF ORDINANCE TO REZONE 3915 CROOKS TO PLANNED UNIT DEVELOPMENT**

The petitioners made a brief presentation and answered questions from the commission.

Moved by Commissioner Macey  
Seconded by Commissioner Herzog

Whereas the Royal Oak Planning Commission held a public hearing on December 12, 2023, and recommends approval of an amendment to the Zoning Map for the purpose of rezoning 3915 Crooks Road (parcel number 25-05-428-019) from "Multiple-Family Residential" to "Planned Unit Development," along with approval of a final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stories and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25- 05-428-019); and

Whereas the Royal Oak City Commission has determined that the planned unit development will result in a recognizable and material benefit to the residents of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; and

Whereas the City Commission has determined that the proposed multiple-family dwellings will not result in an unreasonable increase in the need for or burden upon public services, facilities, streets, and utilities; and

Whereas the City Commission has determined that the proposed development will be consistent with the public health, safety, and welfare of the city, and will not result in an unreasonable negative economic impact upon surrounding properties; and

Whereas the City Commission has determined that the proposed development is under single ownership and/or control such that there is a single entity having responsibility for completing the project in conformity with the Zoning Ordinance; and

Whereas the City Commission has determined that the Zoning Map amendment to "Planned Unit Development" and associated final planned unit development site plan are consistent with the goals and objectives of the city's Master Plan and received the record of public comments taken at the public hearing held at the Planning Commission meeting of December 12, 2023.

Therefore, be it resolved, that Ordinance 2024-05, entitled an ordinance to amend the Zoning Map of the City of Royal Oak is hereby adopted on first reading.

**The City of Royal Oak ordains:**

**Section 1 Ordinance.** Pursuant to the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and pursuant to all applicable provisions of law, the Zoning Map of the City of Royal Oak is hereby amended to rezone 3915 Crooks Road (parcel number 25-22-153-026) from "Multiple-Family Residential" to "Planned Unit Development," and the final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stories and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25-22-153-026), is hereby approved, subject to the associated "development agreement."

**Section 2 Severability.** If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3 Savings.** As proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

**Section 4 Repeal.** All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

**Section 5 Effective Date.** A summary of this ordinance shall be published in a newspaper of general circulation in the City of Royal Oak and shall become effective ten (10) days after publication, as provided by law.

Be it further resolved the City Commission directs staff to prepare a development agreement required under Article VIII of the Zoning Ordinance for consideration by the City Commission as part of the required second reading of Ordinance 2024-05 that incorporates the community benefits voluntarily offered by the petitioner in their project narrative.

Adopted unanimously

\* \* \* \* \*

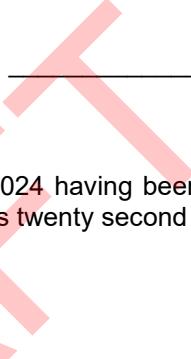
### **CITY MANAGER SELECTION PROCESS**

Moved by Commissioner Douglas  
Seconded by Mayor Pro Tem Hunt

Be it resolved, the city commission directs staff to begin the development of a request for qualifications for a search consulting firm.

\* \* \*

Upon motion of Commissioner Cheezum, seconded by Commissioner Herzog, and adopted unanimously, the regular meeting was adjourned at 10:19 p.m.

Melanie Halas, City Clerk

The foregoing minutes of the regular meeting held on April 8, 2024 having been officially approved by the city commission on Monday, April 22, 2024 are hereby signed this twenty second day of April 2024.

Michael C. Fournier, Mayor

Exhibit A

**ORDINANCE NO. 2024-04  
CITY OF ROYAL OAK,  
OAKLAND COUNTY, MICHIGAN**

**AMENDMENT TO THE CODE OF ORDINANCES**

An Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak by amending Section 435-4D(7), of Article I, Recreational Marihuana Establishments of Chapter 435, Marihuana, of the Code of Ordinances, City of Royal Oak, Michigan, to add provisions for obtaining additional extensions of a municipal license for marihuana establishments in the City.

**THE CITY OF ROYAL OAK ORDAINS:**

**SECTION 1. Amendment**

That Section 435-4D(7), of Article I, Recreational Marihuana Establishments of Chapter 435, Marihuana, of the Code of Ordinances, City of Royal Oak, Michigan, is hereby amended, to read as follows:

**Sec. 435-4D(7)**

(7) If all the condition of the article have been met, the City Clerk shall issue the municipal license to the applicant.

(a) All municipal licenses issued have the following stipulations:

[1] Issuance of license qualification by the State of Michigan for the municipal license holder under state law and the City of Royal Oak receiving a copy of that license qualification prior to occupancy.

[2] Issuance of final certificate of occupancy for the municipally licensed premises by the Community Development Department. All construction must be in accordance with applicable zoning ordinances, building codes, and any other applicable state or local laws, rules, or regulations.

[3] For processors and Class A, B, and C growers and microbusinesses proposing to connect to or to contribute to the POTW, a wastewater discharge permit.

[4] Issuance of final approval by the State of Michigan and the City of Royal Oak receiving a copy of the final approval prior to the business opening.

(b) A municipal license holder has one year from the date of issuance to meet all stipulations of the municipal license. If all stipulations are not met in this time frame, the municipal license is revoked and considered denied. A municipal license holder may request one extension not to exceed six months from the license's original expiration date, which may be granted by the City Clerk.

(c) If a municipal license holder obtains a first extension but has not met all stipulations of the municipal license at the end of the extended period, it may request up to four additional subsequent extensions not to exceed six months from the end of each extended period, upon payment of the non-refundable application fee for the municipal license renewal. The City Clerk may grant an extension only upon receipt of written evidence supplied by the municipal license holder that either of the following conditions exists:

- [1] The license holder has a current, unexpired building permit and is actively engaged in construction of the approved improvements on the municipally licensed property. For purposes of this subparagraph, "actively engaged in construction" means that the license holder demonstrates that workers are on site performing construction and are being paid for their work, and that the license holder has complied with all conditions of the building permit, including but not limited to obtaining regular, required inspections.
- [2] All approved improvements on the municipally licensed property are complete, the license holder has applied to the Department for a state marihuana license, and the license holder has not received a response to its application from the Department. If the municipal license holder receives a state license from the Department, the renewal fee paid with the request for a second extension shall be valid for one year from the effective date of the state license.

If neither of the foregoing conditions exists, the municipal license is revoked and considered denied at the end of the first extension period.

**SECTION 2. Repealer.**

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

**SECTION 3. Severability.**

Should any section, subdivision, clause, or phrase of this ordinance be declared by the other courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**SECTION 4. Savings.**

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

**SECTION 5. Effective date.**

The ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

**SECTION 6. Inspection.**

A copy of this ordinance may be inspected or purchased at the city clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days and between the hours of 8:00 a.m. and 12:00 p.m. on Fridays.

Exhibit B

**ORDINANCE NO. 2023-02**

**An ordinance to amend the City of Royal Oak Zoning Map for the purpose of conditionally rezoning 718 West 4th Street (parcel no. 25- 21-207-015) from “One-Family Residential Overlay District” to “Multiple-Family Residential,” and SP 23-01-02, a site plan to convert a two-story building formerly occupied by 89-bed convalescent center into 25 multiple-family dwellings at 718 West 4th Street (parcel no. 25-21-207-015).**

**The City of Royal Oak ordains:**

**Section 1 – Ordinance.** Pursuant to the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and pursuant to all applicable provisions of law, the City of Royal Oak Zoning Map is hereby amended to conditionally rezone 718 West 4th Street (parcel no. 25- 21-207-015) from “One-Family Residential Overlay District” to “Multiple-Family Residential,” and SP 23-01-02, a site plan to convert a two-story building formerly occupied by 89-bed convalescent center into 25 multiple-family dwellings at 718 West 4th Street (parcel no. 25-21-207-015), is hereby approved, subject to the associated “conditional zoning agreement.”

**Section 2 – Severability.** If any section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3 – Savings.** As proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

**Section 4 – Repealer.** All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

**Section 5 – Effective Date.** This ordinance shall be published in a newspaper of general circulation in the City of Royal Oak and shall become effective ten (10) days after publication, as provided by law.

Exhibit C

**ORDINANCE NO. 2024-05**

**An ordinance to amend the City of Royal Oak Zoning Map for the purpose of rezoning rezone 3915 Crooks Road (parcel number 25-22-153- 026) from “Multiple-Family Residential” to “Planned Unit Development,” and the final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stores and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25-22-153-026).**

**The City of Royal Oak ordains:**

**Section 1 Ordinance.** Pursuant to the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and pursuant to all applicable provisions of law, the Zoning Map of the City of Royal Oak is hereby amended to rezone 3915 Crooks Road (parcel number 25-22-153- 026) from “Multiple-Family Residential” to “Planned Unit Development,” and the final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stores and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25-22-153-026), is hereby approved, subject to the associated “development agreement.”

**Section 2 Severability.** If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3 Savings.** As proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

**Section 4 Repeal.** All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

**Section 5 Effective Date.** A summary of this ordinance shall be published in a newspaper of general circulation in the City of Royal Oak and shall become effective ten (10) days after publication, as provided by law.



## CITY COMMISSION AGENDA ITEM

<b>TITLE</b>	Confirmation of Mayoral Appointment
<b>SUBMITTING DEPARTMENT</b>	City Clerk
<b>PRESENTER</b>	Melanie Halas, City Clerk
<b>MEETING DATE</b>	April 22, 2024

Mayor Fournier is recommending confirmation of his appointment of Amanda Woods to the Library Board of Trustees. The following resolution is recommended to you for approval:

### ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

Strategic Plan 1.3 calls for the city to provide opportunities for volunteerism and participation. Our boards and commissions support this effort of engaging residents in the decision-making process.

### PROPOSED COMMISSION RESOLUTION:

**Be it resolved**, the city commission hereby confirms the mayoral appointment of Amanda Woods to the Library Board of Trustees with a term ending date of December 31, 2026.



**Office of the City Clerk**  
203 S Troy Street  
Royal Oak, MI 48067

**Mayoral Appointment**

April 17, 2024

The Honorable Mayor Fournier and  
Members of the City Commission:

Mayor Fournier is recommending the following resolution to confirm his appointment of Amanda Woods to the Library Board of Trustees. The following resolution is recommended to you for approval:

Be it resolved, that the city commission hereby confirms the mayoral appointment of Amanda Woods to the Library Board of Trustees with a term ending date of 12/31/2026.

Respectfully submitted,  
Melanie Halas  
City Clerk

Approved,

Todd Fenton  
Interim City Manager

User: JudyG

EXP CHECK RUN DATES 04/16/2024 - 04/16/2024

DB: Royal Oak

JOURNALIZED

PAID

Vendor Code	Vendor Name Invoice	Description	Amount
RBOND	123 Net <a href="#">BENG-220354</a>	BD Bond Refund	2,000.00
TOTAL FOR: 123 Net			2,000.00
11263	123.NET <a href="#">637907</a>	PHONE SERVICE 4/1-30 2024	2,578.67
TOTAL FOR: 123.NET			2,578.67
18368	360 FIRE & FLOOD, LLC <a href="#">4598</a>	CLAIM 2300733 GOLF COURSE MAINT. BUILDING FIRE DAM	51,384.89
TOTAL FOR: 360 FIRE & FLOOD, LLC			51,384.89
13854	3C PAYMENT CORP <a href="#">333257</a>	CREDIT AND DEBIT CARD PROCESSING FEES MARCH 2024	1,584.25
TOTAL FOR: 3C PAYMENT CORP			1,584.25
17097	52-4 DISTRICT COURT <a href="#">R02436</a> <a href="#">R04755</a>	BOND RECEIPT/BAILEY, J BOND RECEIPT/JACKSON, S FOR WILLIAMS, T	250.00 368.00
TOTAL FOR: 52-4 DISTRICT COURT			618.00
00004	A & M SERVICE CENTER <a href="#">81420</a> <a href="#">81562</a>	TOWING SERVICES FORD EXPLORER #805 TOWING SERVICES FORD EXPLORER	45.00 45.00
TOTAL FOR: A & M SERVICE CENTER			90.00
00023	ACCUMED BILLING INC <a href="#">36717</a>	AMBULANCE BILLING SERVICES 3/1-31 2024	7,545.10
TOTAL FOR: ACCUMED BILLING INC			7,545.10
19078	ACTIVE ASSAILANT CONFERENCE <a href="#">03/05/2024</a> <a href="#">03/15/2024</a> <a href="#">03/19/2024</a>	CONFERENCE FEE/CATANESE & MANNING CONFERENCE REGISTRATION/ELROD CONFERENCE REGISTRATION/KUCEL	372.14 186.07 250.00
TOTAL FOR: ACTIVE ASSAILANT CONFERENCE			808.21
00008	ADE INC <a href="#">58757</a>	NEEDS ASSESSMENT	600.00
TOTAL FOR: ADE INC			600.00
05006	A-DEPENDABLE MAYTAG <a href="#">81206</a>	FIRE 2 REPAIR SERVICE CALL	89.00
TOTAL FOR: A-DEPENDABLE MAYTAG			89.00
00035	AFLAC <a href="#">051561</a>	A8734 PAYROLL	6,020.88
TOTAL FOR: AFLAC			6,020.88
00043	AIS CONSTRUCTION EQUIPMENT <a href="#">D58619</a>	PURCHASE OF PARTS 8850447606	326.68
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			326.68

Vendor Code	Vendor Name	Description	Amount
Invoice			
13328	ALDI		
	03/03/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	12.04
	03/13/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	20.07
	03/15/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	14.17
	03/17/2024	SENIOR CTR DINNER DANCE SUPPLIES	10.60
	03/20/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	3.87
	03/24/2024	SENIOR CTR DINNER DANCE SUPPLIES	28.16
TOTAL FOR: ALDI			88.91
03340	ALLIANCE ENTERTAINMENT LLC		
	PLS79108341	LIBRARY AUDIO & VIDEO RESOURCES	357.20
TOTAL FOR: ALLIANCE ENTERTAINMENT LLC			357.20
04745	ALLIED PRINTING		
	73751-2	WATER BILLS - MARCH 2024	4,658.45
TOTAL FOR: ALLIED PRINTING			4,658.45
17929	ALTIOR LAW, P.C.		
	5958	RE MUNICIPAL PARKING SERVICES	4,200.00
TOTAL FOR: ALTIOR LAW, P.C.			4,200.00
12228	AMANO		
	03/15/2024	TIME CARDS	291.95
TOTAL FOR: AMANO			291.95
17165	AMAZON CAPITAL SERVICES		
	11JW-7MH7-HJH7	LIBRARY SUPPLIES	40.99
	1DJV-TRGH-DNTM	LIBRARY SUPPLIES	29.48
	1DK4-PMP1-RXJW	LIBRARY SUPPLIES	119.92
	1MK4-CDM4-4C1T	LIBRARY SUPPLIES	62.98
	1TDL-1GT1-4DGW	LIBRARY SUPPLIES	128.28
TOTAL FOR: AMAZON CAPITAL SERVICES			381.65

04/11/2024 11:51 AM

User: JudyG  
DB: Royal Oak

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF ROYAL OAK  
EXP CHECK RUN DATES 04/16/2024 - 04/16/2024  
JOURNALIZED  
PAID

Page: 3/33

Vendor Code	Vendor Name	Description	Amount
Invoice			
06654	AMAZON.COM		

Vendor Code	Vendor Name	Invoice	Description	Amount
		02/28/2024	FARMERS MKT FAMILY PRIDE EVENT SUPPLIES	116.97
		02/28/2024	POLICE MISC. OPERATING SUPPLIES	46.99
		02/28/2024	PRESCHOOL SUPPLIES	33.01
		02/28/2024	PRESCHOOL SUPPLIES	20.99
		02/28/2024	SENIOR CTR TRANSPORTATION SUPPLIES	68.94
		02/28/2024	SENIOR CTR TRANSPORTATION SUPPLIES	93.73
		02/29/2024	POLICE PRISONER CARE SUPPLIES	59.99
		02/29/2024	POLICE PRISONER CARE SUPPLIES	59.77
		02/29/2024	SENIOR CTR TRANSPORTATION SUPPLIES	34.47
		03/01/2024	VEHICLE REPAIR & MAINTENANCE PARTS	69.99
		03/01/2024	VEHICLE REPAIR & MAINTENANCE PARTS	112.10
		03/01/2024	POLICE MISC. OPERATING SUPPLIES	5.46
		03/01/2024	PRESCHOOL SUPPLIES	47.32
		03/01/2024	ENGINEERING OFFICE SUPPLIES	34.99
		03/01/2024	CLEANING & JANITORIAL SUPPLIES	41.91
		03/01/2024	COURT OFFICE SUPPLIES/PRINTER STAND	119.99
		03/03/2024	ANIMAL SHELTER SUPPLIES	50.89
		03/03/2024	ANIMAL SHELTER SUPPLIES	17.79
		03/03/2024	PRESCHOOL SUPPLIES	9.99
		03/05/2024	P&F CHAINSAW TOOL	13.40
		03/06/2024	ANIMAL SHELTER SUPPLIES	20.26
		03/06/2024	ANIMAL SHELTER SUPPLIES	13.80
		03/06/2024	ANIMAL SHELTER SUPPLIES	18.98
		03/06/2024	CLERK OFFICE SUPPLIES	113.47
		03/06/2024	SENIOR CTR OPERATING SUPPLIES	39.57
		03/07/2024	DPS TOOLS & HARDWARE	539.98
		03/07/2024	MOTOR POOL TOOLS	178.00
		03/07/2024	SUSTAINABILITY PROGRAM SUPPLIES	77.66
		03/08/2024	POLICE MISC. OPERATING SUPPLIES	77.49
		03/08/2024	POLICE OFFICE SUPPLIES	39.99
		03/08/2024	VEHICLE REPAIR & MAINTENANCE PARTS	602.67
		03/08/2024	VEHICLE REPAIR & MAINTENANCE PARTS	85.33
		03/08/2024	AMZN MKTP US*RN3BV5V92	45.01
		03/10/2024	POLICE OFFICE SUPPLIES	62.86
		03/10/2024	IT COMPUTER MONITOR	159.99
		03/10/2024	2024 ICE SHOW COSTUMES	470.19
		03/11/2024	REFRIGERATOR FILTERS	1,051.60
		03/11/2024	IT USB CHARGER CABLES	9.97
		03/11/2024	WROK OPERATING SUPPLIES	425.14
		03/12/2024	PRESCHOOL SUPPLIES	26.49
		03/12/2024	PRESCHOOL SUPPLIES	132.45
		03/12/2024	POLICE OFFICE SUPPLIES	202.00
		03/12/2024	POLICE MISC. SUPPLIES	89.57
		03/13/2024	PRESCHOOL SUPPLIES	58.29
		03/13/2024	P&F SHOP TOOL	169.99
		03/13/2024	POLICE MISC. SUPPLIES	10.79
		03/13/2024	COMMUNITY DEVELOPMENT OFFICE SUPPLIES	98.88
		03/14/2024	IT COMPUTER SUPPLIES	50.88
		03/15/2024	COURT BUILDING REPAIR & MAINTENANCE SUPPLIES	167.16
		03/15/2024	POLICE OFFICE SUPPLIES	28.23
		03/17/2024	PRESCHOOL SUPPLIES	190.32
		03/17/2024	PRESCHOOL SUPPLIES	26.45
		03/18/2024	FARMERS MKT OUTDOOR EVENT DECORATIONS	189.99
		03/18/2024	CITY ATTORNEY OFFICE SUPPLIES	39.99
		03/18/2024	FINANCE DEPT OFFICE SUPPLIES	25.92
		03/19/2024	TOOLS & HARDWARE	86.63
		03/19/2024	POLICE MISC. SUPPLIES	23.98
		03/20/2024	PRESCHOOL SUPPLIES	63.17
		03/20/2024	TOOLS & HARDWARE	233.41
		03/20/2024	TOOLS & HARDWARE	17.58
		03/21/2024	SENIOR CTR MISC. SUPPLIES	15.29
		03/21/2024	SENIOR CTR MISC. SUPPLIES	60.00
		03/22/2024	SENIOR CTR OFFICE SUPPLIES	15.80
		03/22/2024	P&F FIELD PAINTER PARTS KIT	49.98
		03/22/2024	PRISONER CARE SUPPLIES	59.99
		03/24/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	21.56
		03/25/2024	TOOLS & HARDWARE	75.28
		03/26/2024	P&F CHAINSAW CUTTING TEST STAND	48.11

Vendor Code	Vendor Name Invoice	Description	Amount
	03/26/2024	POLICE MISC. SUPPLIES	67.10
	03/27/2024	SENIOR CTR SUPPLIES	117.32
	TOTAL FOR: AMAZON.COM		7,553.25
00060	AMERICA'S FINEST PRINTING 50580 50584	BUSINESS CARDS/GALBENSKI COMMUNITY DEVELOPMENT ENVELOPES	67.90 1,055.00
	TOTAL FOR: AMERICA'S FINEST PRINTING		1,122.90
01845	AMERI-TIME L.L.C. 63648	COURT TIME STAMP/RIBBON	436.02
	TOTAL FOR: AMERI-TIME L.L.C.		436.02
UBREFUND	AMY DELONG 04/10/2024	UB refund for account: 2330300001	1,012.32
	TOTAL FOR: AMY DELONG		1,012.32
05423	JOHN ANGOTT 1/9-3/19 2024 1MARARR24 1MAROD24 1MARVOP24 2MAROD24 2MARVOP24 3MAROD24 3MARVOP24 4MAROD24	SOBRIETY COURT COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	1,800.00 1,440.00 600.00 570.00 660.00 600.00 450.00 510.00 660.00
	TOTAL FOR: JOHN ANGOTT		7,290.00
00091	APOLLO FIRE APPARATUS 64252	FIRE & EMS SUPPLIES	546.86
	TOTAL FOR: APOLLO FIRE APPARATUS		546.86
18754	APRILE LAW, PLLC 03142024	MIDC ATTORNEY EXPERT WITNESS FEE	500.00
	TOTAL FOR: APRILE LAW, PLLC		500.00
15753	ASCENSION MI EMPLOYER SOLUTIONS 533875 534864 535031	MEDICAL SERVICES MEDICAL SERVICES MEDICAL SERVICES	528.00 88.00 88.00
	TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS		704.00
RBOND	AT-LESS DRAIN CLEANING LLC BENG-240021	BD Bond Refund	1,000.00
	TOTAL FOR: AT-LESS DRAIN CLEANING LLC		1,000.00
12080	AWOGS 03/22/2024	FIRE UNIFORM CLOTHING & GEAR	98.00
	TOTAL FOR: AWOGS		98.00
14071	AXON ENTERPRISE, INC. 03/03/2024 03/03/2024	BODY-WORN CAMERA CERTIFICATION/CATANESE BODY-WORN CAMERA CERTIFICATION/ELROD	299.00 299.00
	TOTAL FOR: AXON ENTERPRISE, INC.		598.00
00117	BAKER & TAYLOR COMPANIES 2038187290	PURCHASE OF BOOKS & MEDIA	44.52
	TOTAL FOR: BAKER & TAYLOR COMPANIES		44.52

Vendor Code	Vendor Name Invoice	Description	Amount
19190	KEITH BANKA 03252024	JUROR FEE	17.00
	TOTAL FOR: KEITH BANKA		17.00
15964	BARTLETT MANUFACTURING CO LLC 03/10/2024 03/19/2024	SEWER DEPT SAFETY GEAR DPS SAFETY GEAR	103.95 131.80
	TOTAL FOR: BARTLETT MANUFACTURING CO LLC		235.75
12700	BASIC IN3074080	APRIL 2024 COBRA ADMINISTRATION FEE	254.87
	TOTAL FOR: BASIC		254.87
09187	BATTERYJUNCTION.COM 03/14/2024	BARRICADE BATTERIES	600.60
	TOTAL FOR: BATTERYJUNCTION.COM		600.60
07297	CHERYL BAUGH WINTER 2024	YOGA/PILATES CLASSES	2,306.50
	TOTAL FOR: CHERYL BAUGH		2,306.50
19096	BEE CITY USA 03/03/2024	2024 ANNUAL APPLICATION FEE/SUBSCRIPTION	400.00
	TOTAL FOR: BEE CITY USA		400.00
00143	BIG D LOCK & KEY 7571 7572	AUTO PARKING KEY COPIES BATTING CAGE KEY, COPIES	27.00 18.50
	TOTAL FOR: BIG D LOCK & KEY		45.50
00145	BILLINGS LAWN EQUIPMENT 461058 461310 461311 461360	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES CHAINSAW PARTS P&F CHAINSAW PARTS CHAINSAW PARTS	93.42 14.83 14.26 230.49
	TOTAL FOR: BILLINGS LAWN EQUIPMENT		353.00
13921	BISECTHOSTING 03/10/2024	LIBRARY PREMIUM MINECRAFT HOSTING	9.98
	TOTAL FOR: BISECTHOSTING		9.98
16129	BJ'S WHOLESALE CLUB 03/01/2024	SENIOR CTR CLEANING SUPPLIES	46.97
	TOTAL FOR: BJ'S WHOLESALE CLUB		46.97
15680	EDITH BLAKNEY LAW FIRM, PLLC 23-01276 23BE06541 FNL SP4200231 FNL2	MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL	2,010.00 690.00 360.00
	TOTAL FOR: EDITH BLAKNEY LAW FIRM, PLLC		3,060.00
11810	BLANKS/USA 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024	ENGINEERING DOOR HANGERS BLANKS/USA BLANKS/USA BLANKS/USA BLANKS/USA BLANKS/USA	88.01 88.01 88.01 88.02 88.02 88.02
	TOTAL FOR: BLANKS/USA		528.09

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19061	BLINDS 4 LESS 03/20/2024	COURT OFFICE EQUIPMENT/FURNITURE	1,062.50
	TOTAL FOR: BLINDS 4 LESS		1,062.50
01032	BOUND TREE MEDICAL LLC 85295865 85297488	FIRE & EMS SUPPLIES FIRE & EMS SUPPLIES	4,303.86 203.99
	TOTAL FOR: BOUND TREE MEDICAL LLC		4,507.85
13917	BOYNTON FIRE SAFETY SERVICE 11124-735	ARENA ANNUAL FIRE EXTINGUISHER INSPECTION	1,553.00
	TOTAL FOR: BOYNTON FIRE SAFETY SERVICE		1,553.00
04709	BRUEGGER'S ENTERPRISE INC 03/03/2024	POLICE OCD ETF TRAINING/AUDIT	19.76
	TOTAL FOR: BRUEGGER'S ENTERPRISE INC		19.76
17973	BURRWOOD VETERINARY 07112022	REISSUE - ZBA APPLICATION 4245 W 14 MILE	700.00
	TOTAL FOR: BURRWOOD VETERINARY		700.00
18370	MATTHEW BUTLER 04012024	INTERPRETER SERVICE, MILEAGE	267.10
	TOTAL FOR: MATTHEW BUTLER		267.10
03586	C & G NEWSPAPERS 0018094-IN 0018220-IN 0018229-IN	NEWSPAPER ADS CODE ENFORCEMENT & ENGINEERING FARMERS MKT DIGITAL AD FARMERS MKT 1/3 WT	198.90 100.00 348.20
	TOTAL FOR: C & G NEWSPAPERS		647.10
19215	KARLEE CAMPBELL CAMPBELL 25506	REIMBURSE WOMEN IN LAW ENFORCEMENT CONFERENCE EXPEN	255.06
	TOTAL FOR: KARLEE CAMPBELL		255.06
00211	CANFIELD EQUIPMENT SERVICE INC 294180	PD FLEET UPFITTING #809	5,839.19
	TOTAL FOR: CANFIELD EQUIPMENT SERVICE INC		5,839.19
UBREFUND	CAPITAL TITLE 04/10/2024	UB refund for account: 0223100201	194.91
	TOTAL FOR: CAPITAL TITLE		194.91
10838	CAR TUNES 03/14/2024	VEHICLE REPAIR & MAINTENANCE PARTS	10.00
	TOTAL FOR: CAR TUNES		10.00
10229	CAVENDISH SQUARE CAL346710I	BOOKS	186.03
	TOTAL FOR: CAVENDISH SQUARE		186.03
17245	CEEKO 03/12/2024	POLICE SPEAKERPHONE	585.14
	TOTAL FOR: CEEKO		585.14
18999	CHAT GPT 03/12/2024	HR CHATGPT SUBSCRIPTION	20.00
	TOTAL FOR: CHAT GPT		20.00

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03756	ELIZABETH CHIAPPELLI 3MAROD24	MIDC COUNSEL	720.00
TOTAL FOR: ELIZABETH CHIAPPELLI			720.00
UBREFUND	CHRISTOPHER SMILEY 04/10/2024	UB refund for account: 3500800601	2,307.92
TOTAL FOR: CHRISTOPHER SMILEY			2,307.92
RBOND	CHRISTOPHER THOMAS CONSTRUCTION LLC BB46072	BD Bond Refund	200.00
TOTAL FOR: CHRISTOPHER THOMAS CONSTRUCTION LLC			200.00
06036	SUSAN CHRZANOWSKI COLE 20RO04517 FNL 23R-02147 FNL 23RO06391 FNL 23RO07129 FNL 24RO01877 FNL	MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL	210.00 330.00 480.00 150.00 120.00
TOTAL FOR: SUSAN CHRZANOWSKI COLE			1,290.00
13864	MARINA CHUPAC PLLC 22-01893 FNL	MIDC COUNSEL	550.00
TOTAL FOR: MARINA CHUPAC PLLC			550.00
06649	CINTAS CORPORATION LOC 031 4186423155 4187154595 4187543573 4187848746 4188130870 4188854028 5204733720 9264896584 9265911923	COURT MAT CLEANING COURT MAT CLEANING DPS MAT CLEANING COURT MAT CLEANING SENIOR CTR MAT CLEANING SENIOR CTR MAT CLEANING FIRST AID SUPPLIES ARENA CREDIT - ARENA FIRST AID SUPPLIES DPS WATERBREAK COOLER AGREEMENT	62.75 62.75 161.70 62.75 44.14 44.14 89.59 (3.53) 45.00
TOTAL FOR: CINTAS CORPORATION LOC 031			569.29
02754	CITY OF BERKLEY 0000025731	APRIL 2024 ANIMAL CONTROL SERVICES	4,452.43
TOTAL FOR: CITY OF BERKLEY			4,452.43
16749	CITY OF BERKLEY 23B02256 23BE06579 23BE06597	MIDC COUNSEL DISCOVERY REIMBURSEMENT MIDC COUNSEL DISCOVERY REIMBURSEMENT MIDC COUNSEL DISCOVERY REIMBURSEMENT	400.00 300.00 375.00
TOTAL FOR: CITY OF BERKLEY			1,075.00
11980	NOAH COCKROFT 00069230	RIEMBURSE EMT LICENSE RENEWAL FEE	25.00
TOTAL FOR: NOAH COCKROFT			25.00

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	Invoice		
09477	COMCAST		
	02/29/2024	1600 N CAMPBELL RD	343.43
	03/01/2024	514 S LAFAYETTE	166.93
	03/01/2024	514 S LAFAYETTE	119.90
	03/01/2024	1403 S LEXINGTON BLVD	316.70
	03/03/2024	212 S CENTER ST	232.01
	03/10/2024	300 S LAFAYETTE	168.19
	03/10/2024	31000 WOODWARD	228.92
	03/15/2024	398 W 6TH ST UNIT KIOSK	201.39
	03/15/2024	110 E 11 MILE	161.08
	03/21/2024	110 E 3RD ST TRLR	201.39
	03/24/2024	203 S TROY ST	303.22
	03/25/2024	110 E 5TH ST	201.39
	03/25/2024	1545 E LINCOLN AVE	163.19
			<hr/>
	TOTAL FOR: COMCAST		2,807.74
17484	COMMPAR, LLC		
	7021966-00	VEHICLE REPAIR & MAINTENANCE PARTS	189.92
	7022053-00	CREDIT - VEHICLE REPAIR & MAINTENANCE PARTS	(46.00)
			<hr/>
	TOTAL FOR: COMMPAR, LLC		143.92
19191	MICHAEL CONNORS		
	03252024	JUROR FEE	32.00
			<hr/>
	TOTAL FOR: MICHAEL CONNORS		32.00
RBOND	Consumers Energy		
	00256792	BD Payment Refund	212.00
			<hr/>
	TOTAL FOR: Consumers Energy		212.00
00310	CONTRACTOR'S CLOTHING CO		
	7-119796	UNIFORMS	455.38
	7-119797	UNIFORMS	31.47
			<hr/>
	TOTAL FOR: CONTRACTOR'S CLOTHING CO		486.85
00311	CONTRACTORS CONNECTION INC		
	7182831	OPERATING SUPPLIES	264.00
			<hr/>
	TOTAL FOR: CONTRACTORS CONNECTION INC		264.00
14414	CORE & MAIN		
	U599141	CURB STOP/BOX, COPPER, BRICKS, BLOCK, MORTAR, PIPES	2,451.00
	U633945	CURB STOP/BOX, COPPER, BRICKS, BLOCK, MORTAR, PIPES	2,277.50
	U640201	CURB STOP/BOX, COPPER, BRICKS, BLOCK, MORTAR, PIPES	1,366.50
			<hr/>
	TOTAL FOR: CORE & MAIN		6,095.00
13359	COSTAR REALTY INFORMATION, INC		
	120671267	DUES & MEMBERSHIPS COSTAR SUITE 3/22-4/30 2024 (ASS	1,076.13
			<hr/>
	TOTAL FOR: COSTAR REALTY INFORMATION, INC		1,076.13
19185	COUNTRY OAKS LANDSCAPING		
	03/17/2024	COMPOSTING PILOT PROGRAM	150.00
			<hr/>
	TOTAL FOR: COUNTRY OAKS LANDSCAPING		150.00
11467	VIRGINIA CRADDOCK		
	6093	ROSES	81.00
	6094	ROSES	101.25
			<hr/>
	TOTAL FOR: VIRGINIA CRADDOCK		182.25

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04753	CRAIN'S DETROIT BUSINESS		
	03/04/2024	CLERK SUBSCRIPTION	139.00
	03/24/2024	DDA ANNUAL SUBSCRIPTION 3/22/24-3/22/25	189.00
	TOTAL FOR: CRAIN'S DETROIT BUSINESS		328.00
16563	CUMMINS SALES & SERVICE		
	S9-36811	VEHICLE REPAIR & MAINTENANCE PARTS	84.70
	TOTAL FOR: CUMMINS SALES & SERVICE		84.70
11939	CUSTOMINK		
	03/06/2024	COMMISSIONER ST. PATRICK'S DAY TSHIRTS	290.59
	03/07/2024	COMMISSIONER ST. PATRICK'S DAY TSHIRTS	44.98
	TOTAL FOR: CUSTOMINK		335.57
10612	DACO CONSTRUCTION INC		
	2922 4/3/24	HOUSING REHAB	20,560.00
	TOTAL FOR: DACO CONSTRUCTION INC		20,560.00
17141	DAVEY RESOURCE GROUP, INC.		
	9000040694	1 YEAR TREEKEEPER SUBSCRIPTION	2,100.00
	TOTAL FOR: DAVEY RESOURCE GROUP, INC.		2,100.00
12321	MICHAEL DEAN		
	23BE00953 FNL	MIDC COUNSEL	245.00
	2MARSCH24	MIDC COUNSEL	360.00
	TOTAL FOR: MICHAEL DEAN		605.00
00372	DEMCO INC		
	7439127	REISSUE - LIBRARY OFFICE SUPPLIES	97.86
	TOTAL FOR: DEMCO INC		97.86
RBOND	DETROIT BUILD INC		
	BB46159	BD Bond Refund	200.00
	BB46161	BD Bond Refund	280.00
	TOTAL FOR: DETROIT BUILD INC		480.00
04259	DETROIT FREE PRESS		
	03/06/2024	COURT SUBSCRIPTION	24.00
	TOTAL FOR: DETROIT FREE PRESS		24.00
19159	DETROIT PUBLIC SAFETY FOUNDATION		
	03/20/2024	FIRE ARSON INVESTIGATION TRAINING/GARDNER	1,300.00
	TOTAL FOR: DETROIT PUBLIC SAFETY FOUNDATION		1,300.00
04522	DETROIT SALT COMPANY		
	SI24-26040	ROCK SALT	9,127.82
	SI24-26089	ROCK SALT	9,123.06
	SI24-26121	ROCK SALT	9,125.44
	SI24-26157	ROCK SALT	6,057.99
	SI24-26158	ROCK SALT	3,053.14
	SI24-26231	ROCK SALT	8,913.19
	TOTAL FOR: DETROIT SALT COMPANY		45,400.64
04389	DETROIT SYMPHONY ORCHESTRA		
	03/10/2024	SENIOR CTR DAY TRIP APRIL 5	292.50
	TOTAL FOR: DETROIT SYMPHONY ORCHESTRA		292.50

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Invoice			
06690	DETROIT TIGERS INC DTI29601-JULY	SENIOR CTR JULY 11 GAME TICKETS	189.00
	TOTAL FOR: DETROIT TIGERS INC		189.00
04126	DMC TECHNOLOGY GROUP INC 43655	COURT COMPUTER APPLICATIONS DEVELOPER	3,290.00
	TOTAL FOR: DMC TECHNOLOGY GROUP INC		3,290.00
15153	DOGGIE SCOOPS 44436	MARCH 20-24 PET WASTE REMOVAL, SUPPLIES TWAIN PARK	640.00
	TOTAL FOR: DOGGIE SCOOPS		640.00
06014	DOUBLETREE HOTEL 03/14/2024 03/14/2024 03/14/2024	CAPCON LODGING/HUNT CAPCON LODGING/HERZOG CAPCON EXPENSE	1,149.25 636.12 28.00
	TOTAL FOR: DOUBLETREE HOTEL		1,813.37
00380	DTE ENERGY 04968 04/24 38882 04/24 52334 04/24 52714 04/24 52961 04/24 53092 04/24 53332 04/24 53431 04/24 53571 04/24 53985 04/24 54124 04/24 54249 04/24 54470 04/24 54603 04/24 54876 04/24 55105 04/24 55246 04/24 55493 04/24 55733 04/24 55865 04/24 62723 04/24 68223 04/24 68595 04/24 68744 04/24 7379 04/24	205 S TROY ST 32221 WOODWARD 31100 WOODWARD 1024 LEXINGTON BLVD 31000 WOODWARD 400 S TROY ST 401 W 6TH ST 3800 BENJAMIN AVE 3511 COOLIDGE 31050 WOODWARD 218 W 4TH ST 151 W 11 MILE 215 E 6TH ST 204 S WASHINGTON 31004 WOODWARD 316 E 11 MILE 3405 HILLSIDE DR 114 W 4TH ST 1205 W 13 MILE 9285 S MAIN ST 3123 N MAIN ST 309 W 6TH ST 1513 S MAIN ST BLDG SPRN 1102 GREENLEAF DR BLDG 1 1403 LEXINGTON BLVD	540.91 17.63 18.63 18.36 1,481.98 779.19 284.92 28.95 699.44 62.98 569.47 124.80 1,909.95 248.29 68.63 2,094.67 88.77 515.36 41.19 85.67 28.45 20.40 18.19 28.04 11,503.66
	TOTAL FOR: DTE ENERGY		21,278.53
13350	DU ALL CLEANING 16977 16978 16979 16980	CLEANING SERVICES COURT 3/1-31 2024 CLEANING SERVICES CITY HALL 3/1-31 2024 CLEANING SERVICES POLICE 3/1-31 2024 CLEANING SERVICES, SUPPLIES LIBRARY 3/1-31 2024	3,915.00 3,350.00 3,345.00 3,826.39
	TOTAL FOR: DU ALL CLEANING		14,436.39
00422	DUNCAN PARKING TECHNOLOGIES, INC DPT047737	APRIL 2024 LIBERTY PEMs FEE	512.50
	TOTAL FOR: DUNCAN PARKING TECHNOLOGIES, INC		512.50
16198	ECOLAB 6344496024 6344515324	SENIOR CTR CHEMICALS FOR NEW DISHWASHER SENIOR CTR NEW SPRAYER FOR KITCHEN	1,475.12 154.18
	TOTAL FOR: ECOLAB		1,629.30

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00434	EJ USA INC 110240019417	VALVES, FIRE HYDRANTS, SEWER RINGS & COVERS	11,373.99
	TOTAL FOR: EJ USA INC		11,373.99
00447	ELEVATOR TECHNOLOGY INC 24-113821	ELEVATOR REPAIR & MAINTENANCE PARKING	110.00
	TOTAL FOR: ELEVATOR TECHNOLOGY INC		110.00
00446	ELEVEN MILE TRUCK FRAME & AXLE 306928	SENIOR CTR FORD TRANSIT BUS #197 REPAIR	618.27
	TOTAL FOR: ELEVEN MILE TRUCK FRAME & AXLE		618.27
15177	EVENTBRITE 03/01/2024	MAP PLANNING & ZONING WORKSHOP/GONTINA	40.00
	TOTAL FOR: EVENTBRITE		40.00
07636	FRANK EVERINGHAM 04082024	ELECTRICAL INSPECTOR 3/25-4/5 2024	3,240.00
	TOTAL FOR: FRANK EVERINGHAM		3,240.00
15596	EXPEDIA 03/20/2024 03/20/2024	MML SPRING SUMMIT LODGING/CHEEZUM MML SPRING SUMMIT LODGING/HERZOG	179.02 179.02
	TOTAL FOR: EXPEDIA		358.04
15534	FAIRFIELD INN AND SUITES 03/03/2024	CERTIFIED COURT MANAGER CONF LODGING/FINNEY	567.10
	TOTAL FOR: FAIRFIELD INN AND SUITES		567.10
18756	FARMVET 03/13/2024	ANIMAL SHELTER CLEANING SUPPLIES	183.96
	TOTAL FOR: FARMVET		183.96
RBOND	FASTDECKS INC BENG-240029	BD Bond Refund	2,000.00
	TOTAL FOR: FASTDECKS INC		2,000.00
03780	FDM CONTRACTING INC CAP2110 PE14 FINAI FINAL - 2021 WATER MAIN IMPROVEMENTS		54,659.45
	TOTAL FOR: FDM CONTRACTING INC		54,659.45
17044	FEDCO SEEDS 02/29/2024 03/19/2024	SEED LIBRARY SEED LIBRARY SUPPLIES	389.25 67.60
	TOTAL FOR: FEDCO SEEDS		456.85
00480	FEDERAL EXPRESS CORP 03/10/2024	LAMINATING FARMERS MKT COMPOSTING NOTICES	50.74
	TOTAL FOR: FEDERAL EXPRESS CORP		50.74
15010	FELD FIRE 03/03/2024	FIRE HELMETS	572.75
	TOTAL FOR: FELD FIRE		572.75
13756	PAULINA FINNEY 04052024	REIMBURSE NOTARY SUPPLIES	50.94
	TOTAL FOR: PAULINA FINNEY		50.94

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00486	FIRE DEFENSE EQUIPMENT CO INC		
	010664	FIRE 1 RESET ALARM	1,523.72
TOTAL FOR: FIRE DEFENSE EQUIPMENT CO INC			1,523.72
06960	FIRST CHOICE SERVICES		
	970055	COFFEE SERVICES POLICE	63.00
	970505	COFFEE SERVICES FIRE 2	291.65
	970506	COFFEE SERVICES SENIOR CTR	463.73
	971107	COFFEE SERVICES FIRE 3	270.37
	971108	COFFEE SERVICES DPS	699.28
	971109	COFFEE SERVICES LIBRARY	80.33
	973594	COFFEE SERVICES POLICE	634.11
	973595	COFFEE SERVICES CITY HALL	1,068.20
	973596	COFFEE SERVICES FIRE 1	1,025.86
	973857	COFFEE SERVICES COURT	192.84
	975876	COURT MONTHLY PURIFICATION UNIT RENTAL	135.00
	976568	COFFEE SERVICES CITY HALL	75.00
	976569	COFFEE SERVICES DPS	165.00
TOTAL FOR: FIRST CHOICE SERVICES			5,164.37
19206	SARA FLEURY COVATTA		
	04032024	COMPOSTING WORKSHOPS APRIL 3 & 8	400.00
TOTAL FOR: SARA FLEURY COVATTA			400.00
14775	FRAIBERG & PERNIE, PLLC.		
	24R00028 FNL	MIDC COUNSEL	210.00
	24R000443 FNL	MIDC COUNSEL	150.00
TOTAL FOR: FRAIBERG & PERNIE, PLLC.			360.00
RBOND	FRAME AND ALL		
	BB45548	BD Bond Refund	750.00
	BB45822	BD Bond Refund	1,250.00
	BB46028	BD Bond Refund	1,250.00
	BB46053	BD Bond Refund	1,250.00
TOTAL FOR: FRAME AND ALL			4,500.00
00507	FRENTZ AND SONS HARDWARE CO		
	N3339	DISC. SUPPLIES DDA	11.69
	N3342	DISC. SUPPLIES P&F	152.88
	N3348	DISC. SUPPLIES FIRE & EMS	42.13
	P3817	DISC. SUPPLIES PARKING	33.48
	P3835	DISC. SUPPLIES PARKING	38.50
	P3836	DISC. SUPPLIES POLICE	22.83
	P3848	DISC. SUPPLIES MEMORIAL PARK	64.22
	P3852	DISC. SUPPLIES PARKING	80.94
	P3906	DISC. SUPPLIES MEMORIAL PARK	8.39
	P3914	DISC. SUPPLIES SOCCER STRAPS FOR GOALS	29.13
	P3916	DISC. SUPPLIES HIGHWAY CONCRETE	13.89
TOTAL FOR: FRENTZ AND SONS HARDWARE CO			498.08
10677	FRONTSTREAM GIFTWORKS		
	03/06/2024	GIFTWORKS STANDARD	90.00
TOTAL FOR: FRONTSTREAM GIFTWORKS			90.00
18866	FUTURE PRO USA, LTD.		
	DECEMBER 6U/8U	GOALIE PROGRAM	100.00
TOTAL FOR: FUTURE PRO USA, LTD.			100.00
16843	G2GCHARGE.COM		
	03/14/2024	FARMERS MKT FOOD SERVICE LICENSE PROCESSING FEE	8.25
TOTAL FOR: G2GCHARGE.COM			8.25

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Invoice			
05461	GALE/CENGAGE LEARNING 84110259 BOOKS		63.18
	TOTAL FOR: GALE/CENGAGE LEARNING		63.18
04307	GENERAL CODE GC00125407	CLERK ECODE360 ANNUAL MAINTENANCE THRU 3/31/25	1,195.00
	TOTAL FOR: GENERAL CODE		1,195.00
07498	GLOBAL INDUSTRIAL EQUIPMENT 03/10/2024 CITY HALL 2ND FL BATTERY RECYCLING BIN		28.02
	TOTAL FOR: GLOBAL INDUSTRIAL EQUIPMENT		28.02
19192	MARTIN GLYNN 03252024 JUROR FEE		32.00
	TOTAL FOR: MARTIN GLYNN		32.00
09839	JUAN M. GONZALEZ 1MARARR24 MIDC COUNSEL 1MARVOP24 MIDC COUNSEL		1,440.00 660.00
	TOTAL FOR: JUAN M. GONZALEZ		2,100.00
08600	GOOGLE, INC 03/03/2024 ROYALOAKREC.COM WORKSPACE BUSINESS STARTER		12.00
	TOTAL FOR: GOOGLE, INC		12.00
00538	GORDON FOOD SERVICE 03/08/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/13/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/15/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/17/2024 SENIOR CTR DINNER DANCE SUPPLIES 03/17/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/20/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/21/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/24/2024 SENIOR CTR TIM'S KITCHEN SUPPLIES 03/24/2024 SENIOR CTR DINNER DANCE SUPPLIES		193.84 32.95 98.41 97.38 29.99 63.31 21.48 168.16 44.96
	TOTAL FOR: GORDON FOOD SERVICE		750.48
17697	GOVOS, INC. INV-5271	ONLINE FORMS ANNUAL LICENSE/MAINTENANCE 3/7/24-3/6/	16,675.96
	TOTAL FOR: GOVOS, INC.		16,675.96
07088	GRACIAS' GREENHOUSE & 03302024 EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR		92.00
	TOTAL FOR: GRACIAS' GREENHOUSE &		92.00
00541	GRAINGER 9060367191 MOTOR POOL OIL DRY 9067047184 DPS DISPOSABLE GLOVES, MASK RESPIRATOR KIT		816.89 95.73
	TOTAL FOR: GRAINGER		912.62
00029	GREAT LAKES ACE HARDWARE 03/24/2024 COMPOSTING EVENT SUPPLIES		45.57
	TOTAL FOR: GREAT LAKES ACE HARDWARE		45.57
14406	GREEN LANTERN 02/28/2024 CLERK AVCB DINNER		138.93
	TOTAL FOR: GREEN LANTERN		138.93

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15489	GREENCO SERVICES 2879 3/28/24	LBP CLEARANCE EXAMS	250.00
	TOTAL FOR: GREENCO SERVICES		250.00
19208	GRINDER HOCKEY LLC GH24-CB1-15-RO-EA(SQUIRT A TEAM 2024 CROSSBAR CHALLENGE		1,595.00
	TOTAL FOR: GRINDER HOCKEY LLC		1,595.00
18406	NICCOLAS GROCHOWSKI 03082023	REISSUE - REIMBURSE MILEAGE 52-2 DISTRICT COURT (VE	42.18
	TOTAL FOR: NICCOLAS GROCHOWSKI		42.18
16237	GUNNERS METERS & PARTS, INC. 15136	METER COUPLINGS	1,000.00
	TOTAL FOR: GUNNERS METERS & PARTS, INC.		1,000.00
08384	HALLAHAN & ASSOCIATES PC 21369	CONTRACTED LEGAL SERVICES FOR MTT THRU MAR. 31 2024	394.13
	TOTAL FOR: HALLAHAN & ASSOCIATES PC		394.13
17613	HAMPSHIRE FARMS 03302024	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	284.00
	TOTAL FOR: HAMPSHIRE FARMS		284.00
15295	HAYES PRECISION, INC 18196	ZAMBONI ICE KNIFE SHARPENED, EXTRA GRINDING	90.00
	TOTAL FOR: HAYES PRECISION, INC		90.00
19183	AMANDA HERZOG 030944612	REIMBURSE CAPCON PARKING	15.00
	TOTAL FOR: AMANDA HERZOG		15.00
01829	HOLIDAY INN 03/14/2024	POLICE TRAINING LODGING/STOVAL	288.00
	TOTAL FOR: HOLIDAY INN		288.00
00599	HOME DEPOT 03/03/2024 03/11/2024 03/13/2024 03/20/2024 03/22/2024 03/24/2024 1010409 1010519 1031057 1032900 3031235 4011624 7613262 8014676	CREDIT - RETURNED FIRE DEPT SUPPLIES P&F SUPPLIES P&F MEMORIAL PARK SUPPLIES SENIOR CTR MISC. SUPPLIES SENIOR CTR MISC. SUPPLIES SENIOR CTR MISC. SUPPLIES HIGHWAY CONCRETE SENIOR CTR ELECTRICAL & LIGHTING SUPPLIES WATER MAINTENANCE REPAIR PARTS AUTO PARKING REPAIR & MAINTENANCE SUPPLIES HIGHWAY CONCRETE NORMANDY OAKS SUPPLIES HIGHWAY PAINT AUTO PARKING REPAIR & MAINTENANCE SUPPLIES	(44.58) 80.37 369.85 122.09 35.35 46.28 46.32 149.94 624.14 9.96 126.81 76.64 89.97 42.42  1,775.56
	TOTAL FOR: HOME DEPOT		1,775.56
03894	IACP 03/25/2024 03/27/2024	2024 CONFERENCE REGISTRATION/MOORE 2024 CONFERENCE REGISTRATION/SPENCER	500.00 500.00  1,000.00
	TOTAL FOR: IACP		1,000.00

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00619	ICLE 796954	COURT MI NO-FAULT AUTO LAW/PRACTICE FEB 2024 UPDATE	128.50
	TOTAL FOR: ICL		128.50
19083	ICON HEALTH & FITNESS 03/13/2024	FIRE DEPT EQUIPMENT REPAIR	230.00
	TOTAL FOR: ICON HEALTH & FITNESS		230.00
19088	IMPERIAL DADE 90039695-00	CLEANING & JANITORIAL SUPPLIES FARMERS MKT	450.50
	TOTAL FOR: IMPERIAL DADE		450.50
15802	INGRAM LIBRARY SERVICES 81177320 81198100 81198101 81281149 81304899 81304900 81309989 81330650 81330651	BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS	123.60 707.19 267.70 660.92 653.12 180.60 262.49 355.78 499.19
	TOTAL FOR: INGRAM LIBRARY SERVICES		3,710.59
13483	INTEGRITY BUSINESS SOLUTIONS 2565109-0 2566369-0 2566565-0 2567349-0 2570039-0 C2566001-0	PAPER FOR COURT OFFICE SUPPLIES MANAGER'S OFFICE PAPER FOR PRINT SHOP PAPER FOR FINANCE PAPER, SUPPLIES FOR PRINT SHOP CREDIT - PRINT SHOP PAPER	979.80 203.16 699.80 48.99 291.48 (448.90)
	TOTAL FOR: INTEGRITY BUSINESS SOLUTIONS		1,774.33
04646	INTERNATIONAL CODE COUNCIL INC 03/14/2024	BUILDING/BOOKS & SUBSCRIPTIONS	485.00
	TOTAL FOR: INTERNATIONAL CODE COUNCIL INC		485.00
16136	INVOICE CLOUD 1816-2024_3	MARCH 2024 FEES	2,814.15
	TOTAL FOR: INVOICE CLOUD		2,814.15
06457	IPROMOTEU, INC 2235558SM2	ARENA SWEATSHIRTS	600.12
	TOTAL FOR: IPROMOTEU, INC		600.12
RBOND	J & K CARPENTRY BB46163	BD Bond Refund	200.00
	TOTAL FOR: J & K CARPENTRY		200.00
00656	JACK DOHENY SUPPLIES INC 223016	VAN WORKSPACE INSTALLATION	62,431.25
	TOTAL FOR: JACK DOHENY SUPPLIES INC		62,431.25
RBOND	JAMES G RANDALL JR 00263620	BD Payment Refund	84.00
	TOTAL FOR: JAMES G RANDALL JR		84.00

Vendor Code	Vendor Name	Description	Amount
Invoice			
00589	JAMISON IP & SPECIALTY SERVICES		
05237	JUDICIAL LIABILITY INSURANCE MEINECKE		2,161.73
05762	JUDICIAL LIABILITY INSURANCE KOWALKOWSKI		2,161.73
TOTAL FOR: JAMISON IP & SPECIALTY SERVICES			4,323.46
03979	JAY'S SEPTIC TANK SERVICE		
I148621	HAND SANITIZER ARENA 3/22-4/18 2024		280.00
I149352	HAND SANITIZER DPS 4/1-28 2024		339.00
TOTAL FOR: JAY'S SEPTIC TANK SERVICE			619.00
17298	JCR SUPPLY INC		
178609	OPERATING SUPPLIES		690.65
TOTAL FOR: JCR SUPPLY INC			690.65
01915	JH HART URBAN FORESTRY		
102295	TREE TRIMMING, REMOVAL & FORESTRY ISSUES 3/18-22 20		14,641.23
TOTAL FOR: JH HART URBAN FORESTRY			14,641.23
00680	JOE'S AUTO PARTS INC		
137314	VEHICLE REPAIR & MAINTENANCE PARTS		8.98
140778	VEHICLE REPAIR & MAINTENANCE PARTS		445.98
140813	CREDIT - VEHICLE REPAIR & MAINTENANCE PARTS		(222.99)
142230	VEHICLE REPAIR & MAINTENANCE PARTS		131.13
142459	VEHICLE REPAIR & MAINTENANCE PARTS		10.59
142778	VEHICLE REPAIR & MAINTENANCE PARTS		37.68
TOTAL FOR: JOE'S AUTO PARTS INC			411.37
17673	JOHN HENRY'S MEATS		
03302024	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR		922.89
TOTAL FOR: JOHN HENRY'S MEATS			922.89
10526	JOHNSON & WOOD LLC		
34427	SALTER CENTER HVAC REPAIRS		9,917.00
34452	HEATING/COOLING REPAIRS FIRE 3		403.75
34480	CITY HALL WATER TREATMENT INVOICE 4 OF 4		509.50
34482	1411 W WEBSTER RD WATER TREATMENT INVOICE 4 OF 4		215.50
34483	POLICE WATER TREATMENT INVOICE 4 OF 4		509.50
TOTAL FOR: JOHNSON & WOOD LLC			11,555.25
RTAXX	JUDY P MOORE		
12/20/2022	REISSUE - 2022 WIN TAX REFUND 72-25-05-303-021		176.65
TOTAL FOR: JUDY P MOORE			176.65
15974	JUSTIFACTS CREDENTIAL VERIFICATION		
383123	CREDENTIALS VERIFICATIONS		330.70
TOTAL FOR: JUSTIFACTS CREDENTIAL VERIFICATION			330.70
RBOND	JW Restoration Concepts Inc		
BENG-240033	BD Bond Refund		1,000.00
BENG-240037	BD Bond Refund		1,000.00
BENG-240038	BD Bond Refund		1,000.00
BENG-240039	BD Bond Refund		1,000.00
BENG-240041	BD Bond Refund		1,000.00
BENG-240042	BD Bond Refund		1,000.00
BENG-240043	BD Bond Refund		5,000.00
BENG-240044	BD Bond Refund		2,000.00
TOTAL FOR: JW Restoration Concepts Inc			13,000.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF ROYAL OAK

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	Invoice		
19205	K Q SERVICES 24-0206	RE SERVICE OF PERIODIC GARNISHMENT	40.00
	TOTAL FOR: K Q SERVICES		40.00
15142	KANOPLY LLC 393375-PPU	DOWNLOADABLES-AUDIO, VIDEO	631.55
	TOTAL FOR: KANOPLY LLC		631.55
19209	KEYSTONE CONNECTIONS, LLC 216	INTERPRETER SERVICE, MILEAGE	236.28
	TOTAL FOR: KEYSTONE CONNECTIONS, LLC		236.28
19216	CATHERINE KOEHN KOEHN 17850	REIMBURSE ADMIN ASSISTANTS CONFERENCE EXPENSES	178.50
	TOTAL FOR: CATHERINE KOEHN		178.50
18853	BRANDON KOLO KOLO 31833	REIMBURSE CAPCON 2024 EXPENSES	318.33
	TOTAL FOR: BRANDON KOLO		318.33
09338	KROGER INC 02/28/2024 03/06/2024 03/10/2024 03/12/2024 03/17/2024 03/21/2024 03/26/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES SENIOR CTR TIM'S KITCHEN SUPPLIES	32.77 172.18 112.53 79.18 44.32 40.09 157.19
	TOTAL FOR: KROGER INC		638.26
05318	CYNTHIA LA FERLE 04022024	LIBRARY WRITING WORKSHOP APRIL 11	200.00
	TOTAL FOR: CYNTHIA LA FERLE		200.00
RBOND	LA ROCCA CONSTRUCTION LLC BB45915	BD Bond Refund	380.00
	TOTAL FOR: LA ROCCA CONSTRUCTION LLC		380.00
06996	LAKESHORE LEARNING STORE 03/27/2024	PRESCHOOL SUPPLIES	89.37
	TOTAL FOR: LAKESHORE LEARNING STORE		89.37
12663	LANGUAGE LINE SERVICES, INC. 11269044	INTERPRETER SERVICE	47.70
	TOTAL FOR: LANGUAGE LINE SERVICES, INC.		47.70
01866	LANSING COMMUNITY COLLEGE 03/01/2024 03/06/2024	COURT SCAO CEO CERTIFICATION EXAM/GIACOMIN COURT SCAO CEO CERTIFICATION EXAM/SIWAK	60.00 60.00
	TOTAL FOR: LANSING COMMUNITY COLLEGE		120.00
19188	LAW OFFICES OF MICHAEL C. O'MALLEY 23BE06591 FNL 23RO08017 FNL	MIDC COUNSEL MIDC COUNSEL	240.00 300.00
	TOTAL FOR: LAW OFFICES OF MICHAEL C. O'MALLEY		540.00
13055	LAW OFFICES OF STEVEN P. LYNCH 22RO03593 BW	MIDC COUNSEL	630.00
	TOTAL FOR: LAW OFFICES OF STEVEN P. LYNCH		630.00

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19193	LISA LEAHY 03252024	JUROR FEE	32.00
	TOTAL FOR: LISA LEAHY		32.00
15697	THE LEGAL PUGILISTS 5058	INDIGENT DEFENSE MANAGED ASSIGNED COUNCIL COORDINAT	7,560.00
	TOTAL FOR: THE LEGAL PUGILISTS		7,560.00
05399	LERMA 03/26/2024	FALL CONFERENCE REGISTRATION/BONADEO	275.00
	TOTAL FOR: LERMA		275.00
00751	THE LIBRARY NETWORK 73802 73854	LIBRARY ENVISIONWARE CLIENT SERVICES 1/1-12/31 2024 BASIC FEE, CIRCULATION & ITEM LINKED CHARGES APR-JU	477.62 12,058.57
	TOTAL FOR: THE LIBRARY NETWORK		12,536.19
19180	CAMERON LIGHT 1060485	PARKING PASS REFUND	45.00
	TOTAL FOR: CAMERON LIGHT		45.00
06946	LITTLE CAESARS 03/17/2024	LIBRARY MIDDLE SCHOOL HALF-DAY MATINEE	89.69
	TOTAL FOR: LITTLE CAESARS		89.69
19182	LOGIC PEOPLE, LLC 5148	MICROSOFT WINDOWS SERVER 2022 STANDARD 64-BIT LICEN	882.42
	TOTAL FOR: LOGIC PEOPLE, LLC		882.42
RBOND	LOLUGU, CHANDRA SHEKAR 00244182	BD Payment Refund	63.00
	TOTAL FOR: LOLUGU, CHANDRA SHEKAR		63.00
00766	LOOMIS 13432931	ARMORED CAR SERVICE FEB 2024	465.83
	TOTAL FOR: LOOMIS		465.83
06244	LOWE'S 03/10/2024 03/13/2024	YOUTH PROGRAM SUPPLIES LIBRARY ART CRAWL PROGRAM SUPPLIES	39.48 67.96
	TOTAL FOR: LOWE'S		107.44
18707	ALLA LUSHNIKOVA-ABBOTT 23BE06541 3/21/24 23BE06541 3/7/24	INTERPRETER SERVICE INTERPRETER SERVICE	90.00 90.00
	TOTAL FOR: ALLA LUSHNIKOVA-ABBOTT		180.00
04713	MACEO 03/22/2024	APRIL MEETING REGISTRATION	80.00
	TOTAL FOR: MACEO		80.00
00788	MACOMB COMMUNITY COLLEGE 03/15/2024 03/19/2024 03/26/2024	EVIDENCE TECH TRAINING/VANDERHOFF SPEED MEASUREMENT OPERATOR TRAINING/COLE EVIDENCE TECH TRAINING/SATTERFIELD	750.00 300.00 750.00
	TOTAL FOR: MACOMB COMMUNITY COLLEGE		1,800.00

Vendor Code	Vendor Name	Description	Amount
	Invoice		
18082	MACOMB DAILY		
	03/07/2024	COURT SUBSCRIPTION	17.60
	03/15/2024	COURT SUBSCRIPTION	17.60
	TOTAL FOR: MACOMB DAILY		35.20
17792	MAIN STREET AMERICA		
	03/24/2024	DDA MEMBERSHIP 4/1/24-3/31/25	375.00
	TOTAL FOR: MAIN STREET AMERICA		375.00
09590	MANOOGIAN LAW, PLLC		
	23BE04750 FNL	MIDC COUNSEL	390.00
	23RO08183 FNL	MIDC COUNSEL	390.00
	24R-00175 FNL	MIDC COUNSEL	270.00
	24RO00597 FNL	MIDC COUNSEL	270.00
	TOTAL FOR: MANOOGIAN LAW, PLLC		1,320.00
09739	MANSFIELD CONSTRUCTION GP		
	2889 4/8/24	HOUSING REHAB	15,600.00
	TOTAL FOR: MANSFIELD CONSTRUCTION GP		15,600.00
19194	DAVID MANZO		
	03252024	JUROR FEE	32.00
	TOTAL FOR: DAVID MANZO		32.00
08499	MATHESON TRI-GAS INC		
	0029466432	FIRE & EMS SUPPLIES	995.12
	TOTAL FOR: MATHESON TRI-GAS INC		995.12
18814	MATRIX CONSULTING GROUP		
	765-23 #5	DEVELOPMENT REVIEW ORGANIZATIONAL ASSESSMENT 5TH PA	23,700.00
	TOTAL FOR: MATRIX CONSULTING GROUP		23,700.00
UBREFUND	MATTHEW LEMPKA		
	04/10/2024	UB refund for account: 5711260401	742.33
	TOTAL FOR: MATTHEW LEMPKA		742.33
18527	MATTHEW MURRAY		
	MURRAY 77719	REIMBURSE PIE PARKING CONFERENCE EXPENSES	777.19
	TOTAL FOR: MATTHEW MURRAY		777.19
08339	MAZUR MARKET MANAGEMENT LLC		
	240408	CONTRACTED WORKER SERVICES 2023-24 MMM 3/11-24 2024	10,440.00
	TOTAL FOR: MAZUR MARKET MANAGEMENT LLC		10,440.00
03556	TIMOTHY P MC GLINCHEY		
	24BE00346 FNL	MIDC COUNSEL	210.00
	TOTAL FOR: TIMOTHY P MC GLINCHEY		210.00
17216	MDFI TRAINING		
	03/21/2024	HANDGUN TRAINING/GOSTIAUX	250.00
	TOTAL FOR: MDFI TRAINING		250.00
03386	MEADOWBROOK THEATRE		
	MBT29605-MAY	SENIOR CTR ROUTE 66 TICKETS	539.00
	MBT29606-JUNE	SENIOR CTR ELLA FIRST LADY OF SONG TICKETS	539.00
	TOTAL FOR: MEADOWBROOK THEATRE		1,078.00

Vendor Code	Vendor Name	Description	Amount
Invoice			
03132	MECHANICAL INSPECTORS ASSOC OF MI		
	03/24/2024	2024 DUES LOPATIN/REA/RILEY	240.00
	03/24/2024	TRAINING/LOPATIN & RILEY	60.00
	TOTAL FOR: MECHANICAL INSPECTORS ASSOC OF MI		300.00
11355	MECRA		
	02/28/2024	ZOOM TRAINING/GIACOMIN	110.00
	02/28/2024	ZOOM TRAINING/SIWAK	110.00
	TOTAL FOR: MECRA		220.00
00837	MEIJER		
	03/04/2024	PRESCHOOL SUPPLIES	41.90
	03/13/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	82.17
	03/21/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	8.78
	03/21/2024	SENIOR CTR DINNER DANCE/RO SCHOOLS PROGRAM SUPPLIES	20.09
	03/24/2024	LIBRARY ADULT OUTDOOR FAIR SUPPLIES	99.85
	03/26/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	52.01
	TOTAL FOR: MEIJER		304.80
14070	META		
	03/24/2024	LIBRARY ADULT PROGRAM ADS	38.03
	03/24/2024	LIBRARY ADULT PROGRAM ADS	2.25
	TOTAL FOR: META		40.28
08445	MGFOA		
	03/03/2024	SPRING SEMINAR REGISTRATION/CHASE	165.00
	TOTAL FOR: MGFOA		165.00
17713	MI HISTORIC PRESERVATION NETWORK		
	03/17/2024	MEMBERSHIP/CONFERENCE REGISTRATION BASTIAN	384.42
	TOTAL FOR: MI HISTORIC PRESERVATION NETWORK		384.42
17269	MI PERMIT LIC PLAN REV		
	03/14/2024	BUILDING LICENSE RENEWAL	150.00
	TOTAL FOR: MI PERMIT LIC PLAN REV		150.00
06892	MICHAELS		
	03/04/2024	PRESCHOOL SUPPLIES	23.37
	TOTAL FOR: MICHAELS		23.37
02937	MICH ASSOC OF CHIEFS OF POLICE		
	03/14/2024	SUMMER CONFERENCE REGISTRATION/MOORE	280.00
	03/21/2024	SUMMER CONFERENCE REGISTRATION/KUCEL	330.00
	TOTAL FOR: MICH ASSOC OF CHIEFS OF POLICE		610.00
04842	MICH ASSOC OF MUNICIPAL CLKS		
	02/28/2024	2024 MEMBER EDUCATION DAY/OAKLEY	50.00
	02/28/2024	MEMBERSHIP/OAKLEY	75.00
	02/28/2024	2024 MEMBER EDUCATION DAY/BRASWELL	50.00
	02/28/2024	2024 MEMBER EDUCATION DAY/HALAS	50.00
	TOTAL FOR: MICH ASSOC OF MUNICIPAL CLKS		225.00
16900	MICHIGAN CHAMBER SERVICES, INC.		
	03/01/2024	STATE & FEDERAL LABOR LAW POSTERS	415.00
	TOTAL FOR: MICHIGAN CHAMBER SERVICES, INC.		415.00
15593	MICHIGAN GREEN INDUSTRY ASSOCIATION		
	02/29/2024	P&F EMPLOYEES TRADE SHOW REGISTRATION	453.20
	03/03/2024	DUPLICATE PAYMENT AMOUNT REFUNDED CHECK 17297	453.20
	TOTAL FOR: MICHIGAN GREEN INDUSTRY ASSOCIATION		906.40

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00878	MICHIGAN LIBRARY ASSOC		
	03/05/2024	MEMBERSHIP RENEWAL/KENNEY	85.00
	18348	MEMBERSHIP RENEWAL THRU JUNE 30 2025	1,638.00
			1,723.00
	TOTAL FOR: MICHIGAN LIBRARY ASSOC		
00880	MICHIGAN MUNICIPAL LEAGUE		
	03/20/2024	SPRING SUMMIT REGISTRATION/HERZOG	260.00
	03/20/2024	SPRING SUMMIT REGISTRATION/CHEEZUM	260.00
	04042024	1ST QTR 2024 UNEMPLOYMENT CONTRIBUTION	12,760.08
			13,280.08
	TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE		
00883	MICHIGAN MUNICIPAL RISK		
	M0000987 04/24	GENERAL FUND POLICY PERIOD 6/1/2023-6/1/2024 CHANGE	7,447.00
			7,447.00
	TOTAL FOR: MICHIGAN MUNICIPAL RISK		
16948	MICHIGAN STATE UNIVERSITY		
	02/29/2024	TRAINING/MARCUM	50.00
			50.00
	TOTAL FOR: MICHIGAN STATE UNIVERSITY		
06042	MICRO CENTER		
	10864636	COMMUNICATION SYSTEMS PARTS	104.98
	10865639	CREDIT - COMMUNICATION SYSTEMS PARTS	(39.99)
	10865672	COMMUNICATION SYSTEMS PARTS	71.98
			136.97
	TOTAL FOR: MICRO CENTER		
08438	MICROSOFT WGA-US		
	03/27/2024	LIBRARY YOUTH MINECRAFT PROGRAM	31.79
			31.79
	TOTAL FOR: MICROSOFT WGA-US		
12298	MID AMERICA RINK SERVICES		
	12238	ARENA EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	196.00
			196.00
	TOTAL FOR: MID AMERICA RINK SERVICES		
15777	MIDTOWN COMPOSTING		
	03/03/2024	BIZ BUCKET FOOD WASTE PICKUPS SR CTR-CITY HALL-LIB	64.00
			64.00
	TOTAL FOR: MIDTOWN COMPOSTING		
00899	MIDWEST TAPE		
	505241676	HOOPLA & MEDIA	266.96
	505241678	HOOPLA & MEDIA	118.44
	505271511	HOOPLA & MEDIA	9,236.29
	505274657	HOOPLA & MEDIA	49.99
	505284544	HOOPLA & MEDIA	176.92
	505284546	HOOPLA & MEDIA	126.95
	505284547	HOOPLA & MEDIA	95.21
			10,070.76
	TOTAL FOR: MIDWEST TAPE		
17365	MOSS		
	INV16971	POLICE GENETEC REPAIR SERVICE	95.00
			95.00
	TOTAL FOR: MOSS		
19195	ANDREA MOSS		
	03252024	JUROR FEE	32.00
			32.00
	TOTAL FOR: ANDREA MOSS		
18828	MONIKA MOZHAM		
	04052024	REIMBURSE JURY BAGELS	20.13
			20.13
	TOTAL FOR: MONIKA MOZHAM		

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	Invoice		
03048	MSC INDUSTRIAL SUPPLY CO INC 54692298	TOOLS & HARDWARE	70.14
	TOTAL FOR: MSC INDUSTRIAL SUPPLY CO INC		70.14
16922	MUNICIPAL EMERGENCY SERVICES IN2031990	UNIFORM CLOTHING & GEAR FIRE	3,921.00
	TOTAL FOR: MUNICIPAL EMERGENCY SERVICES		3,921.00
17677	MUNICIPAL PARKING SERVICES INV-100842 INV-100843	NOVEMBER 2023 RECONCILIATION DECEMBER 2023 RECONCILIATION	51,248.85 79,544.10
	TOTAL FOR: MUNICIPAL PARKING SERVICES		130,792.95
17498	MUNIVATE 1091 1095	BUILDING/ONSITE CONFIGURATION & TRAINING, TRAVEL BUILDING/ONSITE CONFIGURATION/TRAINING, TRAVEL	1,229.00 1,229.00
	TOTAL FOR: MUNIVATE		2,458.00
05865	NAPA AUTO PARTS MADISON HEIGHTS 4323-885269 4323-885275 4323-885764 4323-885766 4323-885792 4323-886140 4323-886306	PURCHASE OF PARTS AS NEEDED PURCHASE OF PARTS AS NEEDED	75.11 111.30 90.84 40.47 72.68 18.09 96.71
	TOTAL FOR: NAPA AUTO PARTS MADISON HEIGHTS		505.20
17983	NATIONAL SECURITY SERVICE 02/29/2024	ART FAIR SECURITY	1,562.61
	TOTAL FOR: NATIONAL SECURITY SERVICE		1,562.61
07664	JOHN NELLIS 6912	ROSES	27.00
	TOTAL FOR: JOHN NELLIS		27.00
18262	NIGHT SHIFT CLEANING & FLOOR MAINT. 03/20/2024	SENIOR CTR APRIL CLEANING	2,083.09
	TOTAL FOR: NIGHT SHIFT CLEANING & FLOOR MAINT.		2,083.09
16869	ERIC NISSANI NISSANI 3/14/24 BE NISSANI 3/14/24 HE NISSANI 3/18/24 NISSANI 3/4/24 NISSANI 3/7/24	INTERPRETER SERVICE INTERPRETER SERVICE INTERPRETER SERVICE INTERPRETER SERVICE INTERPRETER SERVICE	90.00 90.00 90.00 90.00 90.00
	TOTAL FOR: ERIC NISSANI		450.00
19186	NOCBOR-REALTORS 03/22/2024	2024 ANNUAL DUES/SWITKOWSKI	550.80
	TOTAL FOR: NOCBOR-REALTORS		550.80
00993	OAKLAND CO REGISTRAR OF DEED 2878 4/1/24	RECORDING FEES	30.00
	TOTAL FOR: OAKLAND CO REGISTRAR OF DEED		30.00
00998	OAKLAND COMMUNITY COLLEGE 10879	ADVANCED FIRE TRAINING SEMINAR	4,100.00
	TOTAL FOR: OAKLAND COMMUNITY COLLEGE		4,100.00

Vendor Code	Vendor Name Invoice	Description	Amount
06178	OAKLAND COUNTY CI036190	SEWAGE TREATMENT - MARCH 2024	1,198,905.08
	TOTAL FOR: OAKLAND COUNTY		1,198,905.08
17512	OAKLAND COUNTY CLERKS ASSOCIATION 04082024	LUNCH & LEARN REGISTRATION/HALAS & BRASWELL	80.00
	TOTAL FOR: OAKLAND COUNTY CLERKS ASSOCIATION		80.00
18148	OAKLAND COUNTY FRIEND OF THE COURT R02437	BOND RECEIPT/DAVIS, J	500.00
	TOTAL FOR: OAKLAND COUNTY FRIEND OF THE COURT		500.00
04464	OAKLAND COUNTY HEALTH DIVISION 03/14/2024	FARMERS MKT FOOD SERVICE LICENSE FEE	298.00
	TOTAL FOR: OAKLAND COUNTY HEALTH DIVISION		298.00
17157	OAKLAND COUNTY TREASURER'S ASSOC. 03/27/2024 2023	TREASURERS' LUNCHEON/HUBANKS REISSUE - MEMBERSHIP DUES	10.00 20.00
	TOTAL FOR: OAKLAND COUNTY TREASURER'S ASSOC.		30.00
06894	OAKLAND COUNTY WATER RESOURCES COMM 02/29/2024 03/08/2024 03/10/2024 03/21/2024	SOIL EROSION PLAN REVIEW FEE SOIL EROSION PLAN REVIEW FEE SOIL EROSION PLAN REVIEW FEE LOCKMAN PARK COMMERCIAL SOIL EROSION INSPECT FEE	230.00 230.00 427.50 1,110.00
	TOTAL FOR: OAKLAND COUNTY WATER RESOURCES COMM		1,997.50
01002	OAKLAND PRESS 03/19/2024	COURT SUBSCRIPTION	11.07
	TOTAL FOR: OAKLAND PRESS		11.07
18491	OAKLAND THRIVE 02/29/2024 02/29/2024 03/06/2024 03/17/2024 03/17/2024 03/19/2024	CELEBRATE OAKLAND CTY EVENT REGISTRATION/WROBEL CELEBRATE OAKLAND CTY EVENT REGISTRATION/FENTON CELEBRATE OAKLAND CTY EVENT REGISTRATION/KOLO CELEBRATE OAK CTY BUSINESS REGISTRATION/HUNT CELEBRATE OAK CTY BUSINESS REGISTRATION/FOURNIER CELEBRATE OAK CTY BUSINESS REGISTRATION/FOX	50.00 100.00 50.00 50.00 50.00 50.00
	TOTAL FOR: OAKLAND THRIVE		350.00

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01007	ODP BUSINESS SOLUTIONS, LLC		
	357902185001	85793581 OFFICE SUPPLIES	41.99
	357905852001	85793581 OFFICE SUPPLIES	16.89
	358039799001	85793581 OFFICE SUPPLIES	84.06
	358045696001	85793581 OFFICE SUPPLIES	2.99
	358208233001	85793581 OFFICE SUPPLIES	34.47
	358210090001	85793581 OFFICE SUPPLIES	253.70
	358216356001	85793581 OFFICE SUPPLIES	78.09
	358278234001	85793581 OFFICE SUPPLIES	48.48
	358364989001	85793581 OFFICE SUPPLIES	30.01
	358374169001	85793581 OFFICE SUPPLIES	144.99
	358491568001	85793581 OFFICE SUPPLIES	83.67
	358513321001	85793581 OFFICE SUPPLIES	27.68
	358513322001	85793581 OFFICE SUPPLIES	15.39
	359290185002	85793581 OFFICE SUPPLIES	17.22
	359994338001	85793581 OFFICE SUPPLIES	63.77
	360187316001	85793581 OFFICE SUPPLIES	31.78
	360187660001	85793581 OFFICE SUPPLIES	21.25
	360253603001	85793581 OFFICE SUPPLIES	38.41
	360254424001	85793581 OFFICE SUPPLIES	11.99
	360505894001	85793581 OFFICE SUPPLIES	51.95
			1,098.78
	TOTAL FOR: ODP BUSINESS SOLUTIONS, LLC		
01014	OHM ADVISORS		
	70752	ROCHESTER ROAD MODELING ASSISTANCE	888.00
			888.00
	TOTAL FOR: OHM ADVISORS		
RBOND	ONPOINT CONSTRUCTION		
	BENG-240036	BD Bond Refund	1,000.00
			1,000.00
	TOTAL FOR: ONPOINT CONSTRUCTION		
19181	OPW FUEL MANAGEMENT SYSTEMS, LLC		
	3139784	MOTOR POOL DX FLEET 1-YR SOFTWARE SUBSCRIPTION	900.00
			900.00
	TOTAL FOR: OPW FUEL MANAGEMENT SYSTEMS, LLC		
02215	ORIENTAL TRADING CO INC		
	03/24/2024	POLICE MISC. SUPPLIES	124.48
			124.48
	TOTAL FOR: ORIENTAL TRADING CO INC		
17407	JACKLIN ORTBALS		
	WINTER 2024 PART 2	LINE DANCE CLASSES	205.80
			205.80
	TOTAL FOR: JACKLIN ORTBALS		
09095	PARK RITE WAYNE, LLC		
	2422	MONTHLY MGMT FEE FOR PARKING STRUCTURES MARCH 2024	46,543.90
			46,543.90
	TOTAL FOR: PARK RITE WAYNE, LLC		
19196	KEVIN PARKILA		
	03252024	JUROR FEE	17.00
			17.00
	TOTAL FOR: KEVIN PARKILA		
RBOND	PCS SERVICES INC		
	BB45967	BD Bond Refund	700.00
			700.00
	TOTAL FOR: PCS SERVICES INC		
07787	BRENDA PEZNOWSKI		
	5646	ROSES	20.25
			20.25
	TOTAL FOR: BRENDA PEZNOWSKI		

Vendor Code	Vendor Name	Description	Amount
	Invoice		
19094	PHO LUCKY 03/08/2024	SENIOR CTR DAY TRIP BUS DRIVER MEAL	14.25
	TOTAL FOR: PHO LUCKY		14.25
02257	PIRTEK STERLING HEIGHTS 03/03/2024 03/06/2024 03/07/2024	VEHICLE REPAIR & MAINTENANCE PARTS VEHICLE REPAIR & MAINTENANCE PARTS VEHICLE REPAIR & MAINTENANCE PARTS	273.50 596.06 116.41
	TOTAL FOR: PIRTEK STERLING HEIGHTS		985.97
18069	PMG SM HOLDINGS LLC INV2069280	WHITE MARKING PAINT	2,748.90
	TOTAL FOR: PMG SM HOLDINGS LLC		2,748.90
16248	LELAND POIRIER 5421 6020 6072 6622	ROSES ROSES ROSES ROSES	88.00 25.00 25.00 25.00
	TOTAL FOR: LELAND POIRIER		163.00
18546	POLICE CHARITY GOLF OUTING- RO 04022024	FARMERS MKT HOLE SPONSORSHIP	300.00
	TOTAL FOR: POLICE CHARITY GOLF OUTING- RO		300.00
11305	PREMISE HEALTH EMPLOYER SOLUTIONS 237046	APRIL 2024 PROGRAM FEES 13 MILE	8,812.50
	TOTAL FOR: PREMISE HEALTH EMPLOYER SOLUTIONS		8,812.50
01074	PROFESSIONAL SERVICE INDUSTRIES INC 00922971	DICKINSON PARK TENNIS/BASKETBALL IMPROVEMENTS	981.00
	TOTAL FOR: PROFESSIONAL SERVICE INDUSTRIES INC		981.00
00371	PROGRESSIVE PLUMBING SUPPLY 03/12/2024 2621720	COURT BUILDING REPAIR & MAINTENANCE SUPPLIES MAINTENANCE PARTS SEWER DEPT.	38.26 26.48
	TOTAL FOR: PROGRESSIVE PLUMBING SUPPLY		64.74
07657	QMI GROUP INC 237895 237970	COURT OFFICE SUPPLIES COURT OFFICE SUPPLIES	564.46 382.18
	TOTAL FOR: QMI GROUP INC		946.64
17533	QUADIENT, INC. 03/14/2024	TREASURER INK CARTRIDGES	601.35
	TOTAL FOR: QUADIENT, INC.		601.35
RBOND	Qualified Construction Corp BB44367	REISSUE - BD BOND REFUND	1,000.00
	TOTAL FOR: Qualified Construction Corp		1,000.00
01998	REALCOMP II LTD 715767 715797	078358 QLY 1/2 MARCH-JUNE USER & OFFICE FEES 078358 QLY PA MARCH-JUNE PERS ASST FEES	234.50 35.00
	TOTAL FOR: REALCOMP II LTD		269.50
18267	REASON CONSULTING CORPORATION 1362	PERSONAL PROPERTY CONTRACT APRIL 2024	2,583.00
	TOTAL FOR: REASON CONSULTING CORPORATION		2,583.00

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18612	RECDESK LLC INV-14683	RECDESK ANNUAL SUBSCRIPTION 5/1/24-4/30/25	12,500.00
	TOTAL FOR: RECDESK LLC		12,500.00
18772	RECIPROCAL ELECTRICAL COUNCIL INC 03/08/2024	CODE TRAINING CLASS/REA	55.00
	TOTAL FOR: RECIPROCAL ELECTRICAL COUNCIL INC		55.00
19214	JESSICA REECE REECE 28506	REIMBURSE WOMEN IN LAW ENFORCEMENT CONFERENCE EXPEN	285.06
	TOTAL FOR: JESSICA REECE		285.06
16339	ALEXANDER REIGLE 00055035	REISSUE - REIMBURSE EMT LICENSE RENEWAL FEE	25.00
	TOTAL FOR: ALEXANDER REIGLE		25.00
18144	RENAISSANCE HOTELS 03/17/2024	2024 PARKING EXPO LODGING/MURRAY	791.20
	TOTAL FOR: RENAISSANCE HOTELS		791.20
08377	RKA PETROLEUM COMPANIES 0383176	PURCHASE OF FUEL	23,274.09
	TOTAL FOR: RKA PETROLEUM COMPANIES		23,274.09
15559	ROANOKE CUSTOM PRODUCTS 03/14/2024	POLICE OFFICE SUPPLIES	31.37
	TOTAL FOR: ROANOKE CUSTOM PRODUCTS		31.37
18243	ROBINSON CAPITAL MANAGEMENT 408379	MARCH 2024 MANAGEMENT FEES	857.27
	TOTAL FOR: ROBINSON CAPITAL MANAGEMENT		857.27
05305	ROCKET ONE STOP OFFICE 81356	PARKING GARAGE SIGNS	304.50
	TOTAL FOR: ROCKET ONE STOP OFFICE		304.50
19207	NICOLE RONDINI KORBECKI 04092024	REIMBURSE 2012 EAGLES TOURNAMENT & LEAGUE FEES	1,640.00
	TOTAL FOR: NICOLE RONDINI KORBECKI		1,640.00
19197	NASIRARAT ROSS 03252024	JUROR FEE	17.00
	TOTAL FOR: NASIRARAT ROSS		17.00
02742	ROWERDINK INC 02GJ0149 02GJ4820 02GL9199 02GS7616	CREDIT - VEHICLE BATTERIES CREDIT - VEHICLE BATTERIES CREDIT - VEHICLE BATTERIES VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	(14.00) (133.00) (149.96) 844.46
	TOTAL FOR: ROWERDINK INC		547.50
05604	ROYAL OAK ANIMAL HOSPITAL 03/12/2024	ANIMAL MEDICAL SERVICES	23.30
	TOTAL FOR: ROYAL OAK ANIMAL HOSPITAL		23.30

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Invoice			
08650	ROYAL OAK FORD		
	410032	VEHICLE REPAIR & MAINTENANCE PARTS	101.77
	410382	VEHICLE REPAIR & MAINTENANCE PARTS	108.00
	410394	VEHICLE REPAIR & MAINTENANCE PARTS	198.68
	CM409719	CREDIT - VEHICLE REPAIR & MAINTENANCE PARTS	(138.35)
	TOTAL FOR: ROYAL OAK FORD		270.10
17524	RUSH ORDER TEES		
	03/17/2024	RECREATION TSHIRTS	147.88
	TOTAL FOR: RUSH ORDER TEES		147.88
17605	THE SAFETY COMPANY		
	IN241373	VEHICLE REPAIR & MAINTENANCE PARTS	2,655.07
	TOTAL FOR: THE SAFETY COMPANY		2,655.07
18264	TAKAYUKI SAKAGUCHI		
	TS29606-SPRING	SUSHI-MAKING CLASS APRIL 8	134.40
	TOTAL FOR: TAKAYUKI SAKAGUCHI		134.40
01183	SAM'S CLUB		
	03/01/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	102.28
	03/14/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	79.00
	03/24/2024	SENIOR CTR CLEANING SUPPLIES	91.92
	TOTAL FOR: SAM'S CLUB		273.20
09106	MARTA SANDOVAL		
	243	ASK THE COMPUTER LADY CLASSES JAN-MARCH 2024	168.00
	TOTAL FOR: MARTA SANDOVAL		168.00
17486	SCHARFS SERVICE & FUEL OIL, INC.		
	A57823	GASOLINE P&F SMALL ENGINES	828.00
	TOTAL FOR: SCHARFS SERVICE & FUEL OIL, INC.		828.00
18302	SCHOOL LIBRARY JOURNAL		
	03/05/2024	SLJ DIRECT MAIL PRINT 1 YR/KENNEY	89.00
	TOTAL FOR: SCHOOL LIBRARY JOURNAL		89.00
16498	SEDGWICK CLAIMS MGMT. SERVICES, INC		
	SF0483202401465682	PAYMENTS ISSUED 3/1-31 2024	22,677.65
	TOTAL FOR: SEDGWICK CLAIMS MGMT. SERVICES, INC		22,677.65
08614	SEMBOIA		
	03/06/2024	MEMBERSHIP/CRAIG	360.00
	03/06/2024	MEMBERSHIP/DUHONICH	360.00
	03/06/2024	MEMBERSHIP/KISSONERGIS	360.00
	03/06/2024	MEMBERSHIP/MAMO	360.00
	03/06/2024	MEMBERSHIP/SPANKE	360.00
	TOTAL FOR: SEMBOIA		1,800.00
10231	SENSOURCE		
	59415	LIBRARY ANNUAL DATA HOSTING SERVICE FEE 6/30/24-6/3	544.00
	TOTAL FOR: SENSOURCE		544.00
01222	SEOC WATER AUTHORITY		
	MARCH 2024	WATER - MARCH 2024	311,072.40
	TOTAL FOR: SEOC WATER AUTHORITY		311,072.40

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	Invoice		
01202	SEXTON ENTERPRIZE, INC. 896071	LAFAYETTE PARKING GARAGE REPAIR SUPPLIES	100.00
	TOTAL FOR: SEXTON ENTERPRIZE, INC.		100.00
01930	SHANTY CREEK RESORT 03/15/2024 03/22/2024	MACP CONFERENCE LODGING/MOORE MACP CONFERENCE LODGING/KUCEL	159.17 159.17
	TOTAL FOR: SHANTY CREEK RESORT		318.34
01206	SHELVING INC 107208 107245	SEWER DEPT. HARD HATS SEWER DEPT. HARD HATS PLUGER, ISAACSON, ONG	67.62 230.55
	TOTAL FOR: SHELVING INC		298.17
03783	SHERWIN WILLIAMS 6231-1 6279-0 3/28/24	PAINT PAINT MEMORIAL PARK SOCCER FIELD	3,105.44 166.98
	TOTAL FOR: SHERWIN WILLIAMS		3,272.42
05628	SHIFMAN FOURNIER, PLC 16500 16550	LABOR ATTORNEY APRIL 2024 LABOR ATTORNEY MAY 2024	8,000.00 8,000.00
	TOTAL FOR: SHIFMAN FOURNIER, PLC		16,000.00
18488	JOSEPH L. SHREEMAN 23R008136 FNL C18263 FNL	MIDC COUNSEL MIDC COUNSEL	240.00 480.00
	TOTAL FOR: JOSEPH L. SHREEMAN		720.00
18193	JENNIFER SIDLE JS29603-WINTER	FRENCH CLUB 2/27-4/11 2024	44.00
	TOTAL FOR: JENNIFER SIDLE		44.00
12695	SIMPLY TECHNOLOGY LLC BV5285	BUSINESS VOIP STANDARD SERVICE 4/1-30 2024	81.32
	TOTAL FOR: SIMPLY TECHNOLOGY LLC		81.32
16327	SIREN PR 2652	MAY 2024 STRATEGIC COMMUNICATION, MEDIA RELATIONS,	8,450.00
	TOTAL FOR: SIREN PR		8,450.00
19198	ASHLEY SKIBSKI 03252024	JUROR FEE	32.00
	TOTAL FOR: ASHLEY SKIBSKI		32.00
10329	SMARTSHEET.COM 02/28/2024	FARMERS MKT SUBSCRIPTION	447.00
	TOTAL FOR: SMARTSHEET.COM		447.00
08740	SMARTSIGN ORDER MFP-234747	CLERK PARKING PERMITS/TAGS	1,274.50
	TOTAL FOR: SMARTSIGN		1,274.50

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Invoice			
13564	SANDRA MYERS SMITH		
	6046	ROSES	54.00
	6047	ROSES	81.00
	6048	ROSES	135.00
	6049	ROSES	27.00
	6050	ROSES	40.50
	6051	ROSES	81.00
TOTAL FOR: SANDRA MYERS SMITH			418.50
19189	MICHELLE SMITH		
	04042024	REFUND DOG LICENSE OVERPAYMENT (PD 3-YR, CAN ONLY G	13.00
TOTAL FOR: MICHELLE SMITH			13.00
18629	SOCIETY FOR HUMAN RESOURCE MGT		
	03/01/2024	2024 ANNUAL CONFERENCE-EXPO REGISTRATION/LIMAS	2,095.00
TOTAL FOR: SOCIETY FOR HUMAN RESOURCE MGT			2,095.00
01221	SOCRRA		
	S-INV107770	REFUSE, RECYCLING, YARD WASTE COLLECTION/DISPOSAL M	246,614.00
TOTAL FOR: SOCRRA			246,614.00
01220	SONITROL GREAT LAKES		
	552463	FIRE 1 NEW EQUIPMENT MONTHLY SERVICE FEE 3/1-5/31 2	921.17
	553234	300 S LAFAYETTE INTRUSION SYST MONTHLY FEE 5/1-7/31	475.62
TOTAL FOR: SONITROL GREAT LAKES			1,396.79
03971	RYAN SPANGLER		
	SPANGLER 38420	REIMBURSE MACP TRAINING LODGING EXPENSE	384.20
TOTAL FOR: RYAN SPANGLER			384.20
19199	ANTHONY STAMM		
	03252024	JUROR FEE	17.00
TOTAL FOR: ANTHONY STAMM			17.00
16770	STAPLES		
	6000619327	SENIOR CTR, PRESCHOOL OFFICE SUPPLIES	78.20
	6001067742	SENIOR CTR OFFICE SUPPLIES	60.41
TOTAL FOR: STAPLES			138.61
19200	BRANDON STINNETT		
	03252024	JUROR FEE	17.00
TOTAL FOR: BRANDON STINNETT			17.00
07643	SUBURBAN ARENA MNGMT ROYAL OAK		
	1532	ARENA MANGEMENT W/E 3/31/24	29,268.56
	1533	ARENA MANGEMENT	20,372.71
TOTAL FOR: SUBURBAN ARENA MNGMT ROYAL OAK			49,641.27
08745	SUBURBAN ICE - FARMINGTON HILLS		
	1012253.002	JERSEYS/SOCKS/HOODIES	3,510.00
TOTAL FOR: SUBURBAN ICE - FARMINGTON HILLS			3,510.00
19201	IVAN SUGERMAN		
	03252024	JUROR FEE	17.00
TOTAL FOR: IVAN SUGERMAN			17.00
12607	SUPPLYDEN		
	518733-00	ARENA CLEANING SUPPLIES	339.82
TOTAL FOR: SUPPLYDEN			339.82

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF ROYAL OAK

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07000	TARGET 03/17/2024	SENIOR BINGO GIFT CARDS	100.00
	TOTAL FOR: TARGET		100.00
11100	TECHRADIUM, INC 21229	FIRE IRIS CREDIT USAGE 3/1-31 2024	20.64
	TOTAL FOR: TECHRADIUM, INC		20.64
18331	TELEFLORA 03/27/2024	POLICE DEPT FUNERAL FLOWERS	198.51
	TOTAL FOR: TELEFLORA		198.51
UBREFUND	THOMAS BRIM 04/10/2024	UB refund for account: 1408100501	2,000.00
	TOTAL FOR: THOMAS BRIM		2,000.00
19202	CHRISTINE THOMPSON 03252024	JUROR FEE	17.00
	TOTAL FOR: CHRISTINE THOMPSON		17.00
03545	THOMSON REUTERS - WEST 849893138	COURT SUBSCRIPTION PRODUCT CHARGES	243.00
	TOTAL FOR: THOMSON REUTERS - WEST		243.00
17689	T-MOBILE USA, INC. 9563917968	POLICE TIMING ADVANCE 2/15-3/12 2024	25.00
	TOTAL FOR: T-MOBILE USA, INC.		25.00
19203	JAMES TOWNSEND 03252024	JUROR FEE	17.00
	TOTAL FOR: JAMES TOWNSEND		17.00
18857	TPT - TEACHERS PAY TEACHERS 02/29/2024	PRESCHOOL SUPPLIES	7.30
	03/06/2024	PRESCHOOL SUPPLIES	4.10
	TOTAL FOR: TPT - TEACHERS PAY TEACHERS		11.40
03255	TRANS-TEK TRANSPORT 13360	REFUSE HAUL OUT FROM DPS YARD & MATERIAL FOR DPS OP	7,267.42
	TOTAL FOR: TRANS-TEK TRANSPORT		7,267.42
16835	TRI COUNTY EQUIPMENT 2227483	CREDIT - P&F RETURN PART	(27.49)
	2231015	P&F TRACTOR MOWER GEARBOX PARTS	32.05
	TOTAL FOR: TRI COUNTY EQUIPMENT		4.56
18594	TRUE MODS 03/13/2024	VEHICLE REPAIR & MAINTENANCE PARTS	170.05
	TOTAL FOR: TRUE MODS		170.05
17545	TURF TANK 33887	PARKS & REC GPS PAINT ROBOT + GPS PACKAGE	10,000.00
	TOTAL FOR: TURF TANK		10,000.00
18125	UMAKEBUTTONS.COM 03/14/2024	LIBRARY OFFICE SUPPLIES	121.97
	TOTAL FOR: UMAKEBUTTONS.COM		121.97

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
16057	UNITED STATES POSTAL SERVICE		
	03/07/2024	COURT MAILING COST	27.95
TOTAL FOR: UNITED STATES POSTAL SERVICE			27.95
19147	UNIVERSAL CLASS		
	03/15/2024	LIBRARY WORKPLACE SENSITIVITY TRAINING/DAY	120.00
TOTAL FOR: UNIVERSAL CLASS			120.00
18851	UNIVERSITY OF THE PACIFIC		
	03/12/2024	SHELTER MGMT CERTIFICATION PROGRAM	399.00
TOTAL FOR: UNIVERSITY OF THE PACIFIC			399.00
18072	UPRINTING.COM		
	03/24/2024	I LOVE ROYAL OAK STICKERS	187.19
	03/24/2024	SOCIAL DISTRICT CUP STICKERS	363.48
TOTAL FOR: UPRINTING.COM			550.67
05778	VERIZON WIRELESS		
	02/29/2024	CELL PHONE SERVICE JAN 10-FEB 9	6,171.67
	02/29/2024	CELL PHONE SERVICE JAN 10-FEB 9	88.59
	03/07/2024	CELL PHONE SERVICE DEC 24-FEB 23	2,009.56
TOTAL FOR: VERIZON WIRELESS			8,269.82
18043	KIRK WALBY		
	07252022	REISSUE - JUROR FEE	17.00
TOTAL FOR: KIRK WALBY			17.00
06947	WALMART		
	02/29/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	83.38
	03/05/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	53.56
	03/08/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	104.04
	03/15/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	64.43
	03/20/2024	SENIOR CTR DINNER DANCE SUPPLIES	169.41
	03/20/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	62.68
	03/27/2024	SENIOR CTR TIM'S KITCHEN SUPPLIES	114.42
TOTAL FOR: WALMART			651.92
17285	ANNABELLE WEATHERS		
	04082022 LIB	LIBRARY SUMMER READING PROGRAM ENTERTAINMENT	500.00
TOTAL FOR: ANNABELLE WEATHERS			500.00
01422	WEISSMAN'S DESIGNS FOR DANCE		
	03/08/2024	2024 ICE SHOW COSTUMES	4,470.83
	03/12/2024	2024 ICE SHOW COSTUMES	582.15
	03/27/2024	2024 ICE SHOW COSTUMES	833.77
TOTAL FOR: WEISSMAN'S DESIGNS FOR DANCE			5,886.75
17147	WHEN I WORK		
	03/08/2024	REC/15 ADDITIONAL SEATS	5.81
	03/11/2024	REC/MONTHLY PAYMENT	120.00
TOTAL FOR: WHEN I WORK			125.81
19204	STEVEN WINKLER		
	03252024	JUROR FEE	32.00
TOTAL FOR: STEVEN WINKLER			32.00
09794	WOLVERINE FREIGHTLINER		
	723633	VEHICLE REPAIR & MAINTENANCE PARTS	1,895.37
	CM720286	CREDIT - VEHICLE REPAIR & MAINTENANCE PARTS	(454.98)
TOTAL FOR: WOLVERINE FREIGHTLINER			1,440.39

Vendor Code	Vendor Name Invoice	Description	Amount
19184	STEFANIE P. WORTH INCIDENT 210003290	PATRICIA STAREN AMBULANCE OVERPAYMENT REIMBURSEMENT	588.14
	TOTAL FOR: STEFANIE P. WORTH		588.14
14019	WOW! BUSINESS 03/15/2024	VARIOUS CITY ACCOUNTS	3,271.14
	TOTAL FOR: WOW! BUSINESS		3,271.14
18121	XAVUS SOLUTIONS 03/12/2024 03/13/2024	SENIOR CTR KEY FOBS SENIOR CTR MSC SCANNER	255.00 225.00
	TOTAL FOR: XAVUS SOLUTIONS		480.00
16732	YIFTEE INC 03/06/2024	FUNDS DEPOSITED TO ACCOUNT	21.56
	TOTAL FOR: YIFTEE INC		21.56
17087	ZOOM VIDEO COMMUNICATIONS 03/03/2024	LIBRARY ZOOM ONE PRO MAR 2024-FEB 2025	449.70
	TOTAL FOR: ZOOM VIDEO COMMUNICATIONS		449.70
18401	PATRICIA LEE ZOPPI 6209 6210	ROSES ROSES	141.75 141.75
	TOTAL FOR: PATRICIA LEE ZOPPI		283.50
15921	JORDAN ZUPPKE, PLLC 19-00324 FNL 19RO02005 FNL 22-01795 FNL 22RO00214 FNL 23RO07004 FNL 23RO07747 BW 24RO00199 FNL 24RO00202 FNL 24RO00203 FNL 24RO00468 FNL 24RO00476 FNL 24RO00499 FNL 2MARSCH24	MIDC COUNSEL MIDC COUNSEL	270.00 150.00 4,179.00 180.00 510.00 180.00 300.00 120.00 270.00 150.00 150.00 180.00 360.00
	TOTAL FOR: JORDAN ZUPPKE, PLLC		6,999.00
	TOTAL - ALL VENDORS		2,808,824.01

**PAYROLL #591**PAYROLL DATE: 04/19/24**HUNTINGTON - PAYROLL**

DIRECT DEPOSIT	\$818,638.44
PAPER CHECK	
ADJUSTMENTS	
	<b><u>\$818,638.44</u></b>

**ELECTRONIC MONEY TRANSFER - ACH**

IRS

FED. W/H	106,411.03
SOC SEC	82,752.68
MEDICARE	33,404.42
	<b><u>222,568.13</u></b>

STATE OF MICHIGAN TREASURY	<b><u>42,759.91</u></b>
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FRIEND OF THE COURT	<b><u>2,659.54</u></b>
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MISSIONSQUARE	<b><u>109,839.89</u></b>
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NATIONWIDE	<b><u>39,684.47</u></b>
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MERS	<b><u>26,346.80</u></b>
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TASC	<b><u>10,448.36</u></b>
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**ACCOUNTS PAYABLE - CHECKS**

MICHIGAN EDUCATION TRUST	<b><u>-</u></b>
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MISC DEDUCTIONS	<b><u>489.78</u></b>
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**UNION DUES**

PSA	-
POA	-
Command	-
Detectives	-
DPS	-
Fire	-
TPOAM	-
Parking	-
UNION DUES	<b><u>-</u></b>

<b>GRAND TOTAL</b>	<b><u>\$ 1,273,435.32</u></b>
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**Request for Purchase Order Approval**

April 11, 2024

The Honorable Mayor Fournier and  
Members of the City Commission:

If the city commission is in agreement, the following resolution to approve purchase orders is recommended:

**Be it resolved**, the city commission approves the following requisition/purchase orders for fiscal year 2023-24:

Requisition #	R007963 change order
Vendor:	Miller, Canfield, Paddock, and Stone
Requesting approval for:	\$1,950 additional for a total of \$64,160
Price Source:	estimation
Budgeted:	\$64,160
Department / Fund:	attorney / general
Description:	services for a class action lawsuit
Requisition #	R007842 change order
Vendor:	First Choice Services
Requesting approval for:	\$5,000 additional for a total of \$55,000
Price Source:	estimation (all individual purchases are less than \$3,000)
Budgeted:	\$55,000
Department / Fund:	community promotion & court / general
Description:	coffee services
Requisition #	R007761 change order
Vendor:	EJ USA Inc.
Requesting approval for:	\$10,000 additional for a total of \$50,000
Price Source:	estimation
Budgeted:	\$50,000
Department / Fund:	water & sewer maintenance / water & sewer
Description:	fire hydrants, valves, sewer ring & covers
<i>Per Aaron F.: Repair parts as needed, and some parts are sole source. No other quotes were received.</i>	
Requisition #	R007765 change order
Vendor:	John Angott
Requesting approval for:	\$5,000 additional for a total of \$45,000
Price Source:	estimation / bid by Royal Oak
Budgeted:	\$45,000
Department / Fund:	district court / indigent defense & general
Description:	council coordinator of contracted legal / advisory counsel & sobriety court

Requisition # R007701 change order  
 Vendor: Jordan Zuppke  
 Requesting approval for: \$5,000 additional for a total of \$40,000  
 Price Source: estimation / bid by Royal Oak  
 Budgeted: \$40,000  
 Department / Fund: indigent defense  
 Description: contracted legal / advisory counsel  
**Hired by John Angott (council coordinator of the contracted legal services / bid by Royal Oak).**

Requisition # R007803  
 Vendor: Juan Gonzalez  
 Requesting approval for: \$30,000  
 Price Source: estimation / bid by Royal Oak  
 Budgeted: \$30,000  
 Department / Fund: indigent defense  
 Description: contracted legal / advisory counsel  
**Hired by John Angott (council coordinator of the contracted legal services / bid by Royal Oak).**

Requisition # R007893  
 Vendor: Fire Defense Equipment  
 Requesting approval for: \$30,000  
 Price Source: estimation (all individual purchases are less than \$2,000)  
 Budgeted: \$30,000  
 Department / Fund: multiple / multiple  
 Description: building repair & maintenance services as needed  
**Per Dave C.: We have used Fire Defense for as long as I can recall...far predating my time as Chief. Their pricing is competitive, we do get companies reaching out, but because they are local, they are more responsive to immediate calls for service. No other quotes were received at this time.**

Respectfully submitted,

Tony DeCamp  
Interim Finance Director

Approved,

Todd Fenton  
Interim City Manager

## Disposal of Surplus Property

April 11, 2024

The Honorable Mayor Fournier and  
Members of the City Commission:

Please find below, city property that the administration is requesting to be declared as surplus and allow for sale at auction. As a general procedure, any property that is not sold at auction will be recycled or thrown out.

### Information Systems:

As Is - No hard drives - no power cords	Quantity
<b>Computer</b>	
Dell Optiplex 7470	14
Dell Optiplex 7460	2
Dell Optiplex 7440	6
Dell Optiplex 9030	1
Dell Optiplex 3011	1
Dell Optiplex 7450	1
Dell Optiplex 3030	3
<b>Other</b>	
HP Laserjet P2055dn	5
Dell Monitor 23" - Broken	1
LG TV 85" - Blue line on screen	1
<b>Parts</b>	
HDD	18

If the city commission is in agreement, the following resolution is recommended for approval:

**BE IT RESOLVED**, the city commission declares the above property surplus and authorizes the disposal of the items by auction. Any net proceeds from the sale of items listed under "information systems" will be deposited into the information systems fund miscellaneous revenue account 636.000.67100.

Respectfully submitted,

Tony DeCamp  
Interim Finance Director

Approved,

Todd Fenton  
Interim City Manager





## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of Farmers' Market Concession Agreement</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Department of Public Service</b>	
<b>PRESENTER</b>	<b>Aaron Filipski</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

Since July 2021, Olive Branch 2 Too, L.L.C., under the name Kal's Lunch Bowl, has operated the restaurant concession at the Royal Oak Farmers' Market. Its selection of high-quality Mediterranean fare has proven to be a popular choice for diners.

In consideration of the operator's success and satisfactory performance, the department of public services recommends renewing the agreement for a one-year term through June 30, 2025.

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### **Fiscal Impact**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>None</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### **OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact  Revenue impact (details below)  
 Workload impact (details below)  Operations Impact (details below)

**REVENUE IMPACT:** Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)

This agreement provides \$8,500 in annual revenue to the farmers' market fund.

**WORKLOAD IMPACT:** If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)

None.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

None.

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## **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

“Vibrant Local Economy” in the city’s strategic plan.

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## **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

n/a

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## **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

The recommendation to continue this concessions agreement was presented to the Parks and Recreation Advisory Board at its April 4, 2024 meeting as was approved unanimously.

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## **LEGAL COMMENTS**

### **PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby approves the concessions agreement with Olive Branch 2 Too L.L.C., and authorizes the Clerk and Mayor to sign the agreement.**

### **ATTACHMENTS:**

- Farmers’ Market Concessions Agreement

## FARMERS MARKET CONCESSIONS AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of April, 2024, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 S. Troy St., Royal Oak, Michigan 48067 (the "CITY"), and Olive Branch 2 Too L.L.C., a Michigan L.L.C. with registered offices at 2799 Coolidge Hwy, Berkley, Michigan 48072 (the "CONCESSIONAIRE").

### PREMISES

WHEREAS, the CITY is the owner and operator of the Royal Oak Farmers Market, which is located at 316 East Eleven Mile Road in the City of Royal Oak, Michigan; and

WHEREAS, on or about July 1, 2021, the CITY and the CONCESSIONAIRE entered into a written agreement for the CONCESSIONAIRE to operate the food concession at the Farmers Market; and

WHEREAS, the CITY and the CONCESSIONAIRE mutually agree and desire to continue this relationship through June 30, 2025, subject to the terms and conditions set forth herein;

THEREFORE, in consideration for the mutual promises contained within this agreement, the sufficiency of which is hereby acknowledged, the CITY and the CONCESSIONAIRE agree as follows:

1. Term. The CONCESSIONAIRE shall operate the food concession at the Farmers Market from the date of agreement execution through June 30, 2025.
2. Concession Area. The CITY will provide an area of approximately 768 sq. ft. at the Market for food concessions, storage and seating. The CITY will pay all utility costs with the exception of phone service.
3. Hours of Operation. Hours of operation for the food concession shall be established and posted by the CONCESSIONAIRE, subject to the approval of the CITY. The CONCESSIONAIRE acknowledges that the Farmers Market operates year-round.

4. Product. The CONCESSIONAIRE shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with CITY personnel, especially when and where facilities will be operated in concert with CITY employees. Good, prompt and efficient service adequate to meet all demands for service at the facility subject to this Agreement shall be furnished. The CONCESSIONAIRE shall obtain all applicable permits and licenses and shall at all times comply with all applicable laws, codes, rules and regulations of the United States, the State of Michigan, the County of Oakland, and the City of Royal Oak.
5. Prices; Menu. The CONCESSIONAIRE shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. It is agreed that all articles sold or used under the Agreement will be pure and of good quality.
6. Personnel. The CONCESSIONAIRE shall at all times provide an active, qualified, and competent supervisor who shall be authorized to represent and act for the CONCESSIONAIRE in matters pertaining to the day-to-day operation of the facility. The CITY reserves the right of approval of the supervisor candidate prior to assignment. If at any time the CITY notifies the CONCESSIONAIRE that the supervisor or his/her assistant(s) are unsatisfactory, the CONCESSIONAIRE shall remedy the situation to the CITY's reasonable satisfaction within 48 hours. The CONCESSIONAIRE further agrees to have at all times sufficient attendants on duty to render adequate service to the public, the CITY being the judge of the adequacy of such service. The CONCESSIONAIRE shall be responsible for hiring its own employees to operate the facility and shall comply with all State and Federal laws and regulations relating to the employment of labor.
7. Employee Standards. All employees of the CONCESSIONAIRE shall be clean, courteous, efficient, and neat in appearance. The CONCESSIONAIRE shall not employ any person in or about any facility who is known to use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the CITY to the

CONCESSIONAIRE that a person employed by the CONCESSIONAIRE is, in the CITY's opinion, disorderly, unsanitary, or otherwise unsatisfactory, the CONCESSIONAIRE shall remedy the situation to the CITY's reasonable satisfaction within 48 hours, and failing that, the employee shall be removed from service at the Market and shall not again be trained or employed by the CONCESSIONAIRE at the Market without the prior consent of the CITY.

8. Management Certification. The CONCESSIONAIRE acknowledges that the Oakland County Health Department requires the food concession to have at least one employee or staff member who has successfully completed a Food Service Manager Certification Program, and specifically agrees to comply with this requirement.
9. Cleaning. The CONCESSIONAIRE will be always responsible for the cleanliness and sanitation of the concession area. This includes the removal of trash to an area designated by the CITY, and the cleanliness of the tables and surrounding area.
10. Additional Responsibilities. The CONCESSIONAIRE shall provide all equipment and supplies used in the operation of the food concession, including fire safety equipment required by law.
11. Premises, Equipment and Inventory. Subject to the terms and conditions of this Agreement, the concession includes the right to use the equipment in the kitchen area, and such equipment shall remain and be used on the Concession Premises only. The CONCESSIONAIRE shall be responsible, at its expense, for all necessary maintenance, repairs and replacement of all equipment on the Food Concession Premises, except for the following: the CITY shall be responsible, at its expense, if the cost of replacement exceeds three thousand dollars (\$3,000.00) and the need for replacement is not due to neglect of, improper use of, or failure to properly care for such item of equipment. All equipment on the Concession Premises identified as the property of the CITY (a list of which is attached) shall remain on the Concession Premises at the expiration and

termination of this Agreement, unless otherwise approved by the CITY in writing. The Concession Premises, equipment and inventory described herein have been inspected and were found to be acceptable by the CONCESSIONAIRE prior to executing this Agreement and shall be furnished for the CONCESSIONAIRE's use in "as is" condition at the inception of this Agreement.

12. Insurance; Indemnification. The CONCESSIONAIRE shall carry and maintain Comprehensive General Liability insurance with minimum limits of liability of \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal Injury Liability. The CONCESSIONAIRE will also be required to furnish evidence of Workers Compensation insurance in accordance with the requirements of State law. To the fullest extent permitted by law, the CONCESSIONAIRE agrees to defend, indemnify and hold the CITY, its elected and appointed officials, employees, volunteers, and others working on behalf of the CITY harmless from any and all claims and liabilities arising from the operation of the food concession pursuant to this Agreement. The CITY, its elected and appointed officials, employees, volunteers, and others working on behalf of the CITY shall be named as additional insureds on the CONCESSIONAIRE's General Liability Insurance.
13. Reservation of Rights. The CITY specifically reserves the following rights: to approve and direct changes in the management procedures of the CONCESSIONAIRE; to insure that all prices and fees charged by the CONCESSIONAIRE are competitive; to insure that prices for all items are prominently displayed; to establish reasonable rules and regulation to be enforced by the CONCESSIONAIRE; to approve the location of equipment and furniture on the premises; to approve the purchase, repair or replacement of equipment and furniture owned by the CITY; and to approve any modifications to the concession area or any signage.
14. Compensation. All monies received at the concession stand shall be the property of the CONCESSIONAIRE. In consideration for the right to operate the food concession at the

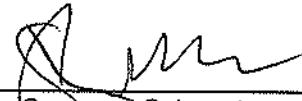
Farmers Market for the term of this Agreement, the CONCESSIONAIRE shall pay the CITY the sum of eight thousand five hundred dollars (\$8,500.00) annually, payable in equal installments of seven hundred eight dollars and thirty-three cents (\$708.33) on the first day of each month.

15. Assignment. The CONCESSIONAIRE may not sublease or assign its rights under this Agreement without the prior written approval of the CITY.
16. Termination. This Agreement may be terminated by either party for material breach upon ninety (90) days written notice.

WITNESSES

Christie Siegel

Olive Branch 2 Too, L.L.C.

  
By: Seymour Schwartz  
Its:

CITY OF ROYAL OAK

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Michael Fournier, Mayor

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Melanie Halas, City Clerk

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APPROVED AS TO FORM  
Niccolas J. Grochowski, City Attorney



Farmers Market  
316 E 11 Mile Road  
Royal Oak, MI 48067  
248.246.3276

## Market Café Appliance Inventory

(As of 4/4/24)

<u>Appliance Name</u>	<u>Owned By</u>
TRUE Double Door Freezer	City of Royal Oak
VICTORY Single Door Refrigerator	City of Royal Oak
IMPERIAL Deep Fryer (4 Basket)	City of Royal Oak
Microwave	City of Royal Oak
BUNN Coffee Maker	City of Royal Oak
Four Door Cooler with Prep Table	City of Royal Oak
Fountain Dispenser	City of Royal Oak
Automatic Ice Maker	City of Royal Oak
ARGUS Double Door Refrigerator	Seymour Schwartz
HOBART Floor Mixer	Seymour Schwartz
BERG Single Door Freezer	Seymour Schwartz
SUNFIRE Six Burner Double Oven w/Griddle	Seymour Schwartz
Black Beverage Cooler	Seymour Schwartz
Winco Steamer, Panini Press, Meat Grinder	Seymour Schwartz



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of License Agreement to Install Pollinator Garden on Public Property</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Department of Public Service</b>	
<b>PRESENTER</b>	<b>Aaron Filipski</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

The property owners at 211 Gardenia approached city staff in October 2023 with a proposal to install a pollinator garden which, if constructed as proposed, would overlap onto an adjacent vacant city owned parcel west of the owner's property line.

Because this parcel is not scheduled for development or use by the city, and because the installation of a pollinator garden would improve aesthetics and is in alignment with the city's environmental stewardship goals, staff recommends approving the license for this resident-sponsored initiative.

The attached license agreement, drafted and reviewed by the city attorney's office, addresses issues related to access, maintenance, ownership, restoration requirements and other considerations of interest to the city.

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### **Fiscal Impact**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>None.</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### **OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact

Revenue impact (details below)

Workload impact (details below)

Operations Impact (details below)

**REVENUE IMPACT:** Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)

None.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

None.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

None.

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## **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

This initiative aligns with environmental stewardship goals included in the Sustainability and Climate Action Plan, specifically goal 5.3.2 which calls for creating 'opportunities for the community to engage in green space stewardship and volunteerism in city parks'.

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## **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

None.

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## **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

This proposal was briefly discussed at a previous meeting of the Environmental Advisory Board. Although no formal action was taken, board members indicated support for the initiative.

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## **LEGAL COMMENTS**

### **PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby approves the license agreement with Sam Doyle and Lauren Hackel of 211 Gardenia, Royal Oak, Michigan 48067, for the installation and maintenance of a pollinator garden on city-owned property and authorizes the clerk and mayor to sign the agreement on behalf of the City.**

### **ATTACHMENTS:**

- License Agreement

## LICENSE AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Royal Oak, a Michigan Municipal Corporation with offices at 203 S. Troy St., Royal Oak, Michigan 48067 (the "Licensor") and Sam and Lauren Doyle, a married couple whose address is 211 Gardenia, Royal Oak, Michigan 48073 (the "Licensee") to permit entry and encroachment into property owned by the Licensor.

### **RECITALS**

**WHEREAS**, the Licensor owns a certain vacant parcel of real property (the "Property") located in the City of Royal Oak, Michigan, Oakland County, West of and adjacent to 211 Gardenia, legally described as follows:

T1N, R11E, SEC 15 GEORGE E WEITZEL'S HIGHLAND ADD PARTS OF LOT 29 & 30 DESC AS BEG AT THE NE COR OF SD LOT 30 TH S ALG THE E LINE OF LOT 30, 105.24 FT TO A PT DISTANT 12.76 FT N OF THE SE COR OF LOT 30 TH NW'L Y ALG A CURVE HAVING A RADIUS OF 226.75 FT, TO THE RIGHT A DISTANCE OF 136.34 FT TO A PT OF REVERSE CURVATURE, SD CURVE CROSSING THE W LINE OF LOT 30 AT A PT 56.70 FT N OF THE SW COR OF SD LOT TH NW'L Y ALG A CURVE, HAVING A RADIUS OF 208.30 FT TO THE LEFT A DISTANCE OF 34.10 FT TO A PT ON THE N LINE OF SD LOT 29 DISTANT 20.52 FT E OF THE NW COR OF LOT 29 TH E ALG THE N LINE OF LOTS 29 & 30, 129.48 FT TO THE P.O.B.

PIN: 25-15-302-001

**WHEREAS**, the Licensee is the owner of real property, commonly known as 211 Gardenia, Royal Oak, MI 48073, legally described as follows:

T1N, R11E, SEC 15 GEORGE E WEITZEL'S HIGHLAND ADD LOT 31 EXC THAT PART DESC AS BEG AT SE COR OF SD LOT 31, TH NW'L Y ALG A 25-16-06 CURVE TO RIGHT A DIST OF 76.51 FT TO A PT ON W LINE OF SD LOT, TH S 12.76 FT TO SW COR OF SD LOT, TH E 75 FT TO BEG

PIN: 25-15-302-002

**WHEREAS**, the Licensee desires to install a pollinator garden, to include landscaping, deciduous and evergreen trees, bushes, shrubs and various other flowering plants within and upon the Property located adjacent to their property at 211 Gardenia to create or expand pollinator-friendly habitat on public land; and

**WHEREAS**, the Licensor is a BEE CITY USA® Affiliate and is agreeable to allowing the Licensee to make this entry and encroachment into the Property for the purpose of planting a pollinator garden, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Licensor and the Licensee agree as follows:

1. The Licensor hereby authorizes and licenses the Licensee to enter onto the Property for the installation and maintenance of a pollinator garden including landscaping, trees, flowering plants, decorative stones, and landscape edging, as shown in the diagram attached to this Agreement as Exhibit A and incorporated herein by reference.
2. The Licensee agrees not to make any additional physical alterations to the Property, including the installation of any structures of a permanent nature or the planting of any additional trees or shrubs, without first obtaining approval from the Licensor.
3. The Licensee agrees to the inspection of the area by the Licensor as necessary to ensure the use and maintenance of the area complies with the terms of this Agreement.
4. Any landscape item on the Property that falls into ill health or disrepair as determined by the Licensor shall be removed immediately by the Licensee. The Licensee agrees to notify the Licensor of any removals that may occur within the Property, at which time the Licensor will review the terms of the License and may modify or terminate this Agreement.
5. In the event any area within the Property is needed for any purpose by the Licensor, the Licensor may terminate the Agreement as to the area of the encroachment by providing sixty (60) days written notice to the Licensee that it needs access to a specific area that is within the right-of-way. Licensor may terminate all or any part of the Agreement, however, the Licensor shall use reasonable and diligent effort to work with Licensee so as not to destroy trees and vegetation that may not so be required by the specific use that is sought. Within the sixty (60) days of written notice, the Licensee may remove, at their cost, any improvements to the area prior to the termination of this Agreement or the entry by the Licensor that would cause destruction of any part of the improvements made by the Licensee.
6. Upon termination of the Agreement, the Licensee shall restore the area to the reasonable satisfaction of the Licensor, removing any encroachments and obstructions, trees and shrubs, and install Class A sod over three inches of topsoil in accordance with City of Royal Oak Engineering Department Standards and permits within thirty (30) days after termination.
7. Licensee agrees that any trees, plantings, and vegetation placed upon the Property by the Licensee shall become the property of the Licensor subject to the right of the Licensee to remove all improvements on the Property if this Agreement is terminated. The Licensee shall be responsible for the maintenance of the improved area and shall maintain the trees, plantings, and vegetation.
8. Licensee acknowledges and agrees that there are or may be utilities within the area of encroachment. The Licensee agrees that should any addition, repair, or correction be required to be made to any public utility or other infrastructure within the area of encroachment, the Licensor or any other public utility may enter upon the Property and may cause the removal or destruction of the improvements placed by the Licensee. The Licensee further acknowledges and agrees that the Licensor or its agents shall be allowed to make any and all emergency repairs to the utilities located upon or within the Property without being required to give notice to the Licensee.

9. To the fullest extent permitted by law, the Licensee agrees to defend, indemnify and hold the Licensor, including but not limited to its elected and appointed officials, employees and volunteers, harmless from and against any and all claims, demands, actions proceedings, liability or losses, of whatever nature (including reasonable attorney fees) for injury or death to person(s) or from damage or loss to property arising out of or caused by the Licensee's use of the area of encroachment. The Licensee also waives any right of recovery it has, now or later, against the Licensor for any loss or damage arising out of the use of the Licensor's property and/or the encroachments.
10. Nothing in this Agreement shall be deemed to expand or restrict the rights that the City may or may not have relative to its use of the Property, other than the terms as set forth in this Agreement.
11. The Licensee acknowledges that the Property described herein is and shall always remain the property of the Licensor. The Licensee acknowledges that they are forever precluded from claiming adverse possession or other legal interest in the Property described herein against the Licensor.
12. This Agreement shall not run with the land and is only permission to enter upon the Property to make the proposed improvements and to maintain those improvements. The Licensee acknowledges that this License will automatically terminate upon sale or transfer of the property and it is Licensees' responsibility to advise any potential buyer, new owner and/or transferee of the property of the termination of this Agreement upon new ownership of the property regardless of how the property is transferred.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed as of the day and year first above written.

**LICENSOR - CITY OF ROYAL OAK**

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By: Michael Fournier, Mayor

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By: Melanie Halas, Clerk

**LICENSEES**

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Lauren Doyle

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Sam Doyle

Approved as to form:



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Niccolas J. Grochowski  
City Attorney



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>License Agreement for Sidewalk Café at 225 S. Main Street</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Community Development - Engineering</b>	
<b>PRESENTER</b>	<b>Holly Donoghue, P.E.</b>	
<b>MEETING DATE</b>	<b>April 8, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### EXECUTIVE SUMMARY

An application for a new summer sidewalk café at 225 S. Main Street was submitted to city staff by CK Touma, LLC who operates Seven Sundays Coffee. This business is requesting approval to establish a new sidewalk cafe that would encroach into the public sidewalk area of S. Main Street.

The proposed seating area on S. Main Street is approximately 244 square feet and includes six tables with seating for 12 patrons. The seating area will be surrounded by a 36-inch high aluminum fence. This business does not serve alcohol.

The Engineering Division has verified that there is enough walking space for pedestrians using the sidewalk and does not object to the proposed plan. The sidewalk café enclosure extends across the doorway for the upstairs business at this address, and the business owner provided an affidavit approving the proposed sidewalk café.

The license agreement is provided as Attachment 1 and includes a site plan of the proposed sidewalk café. The agreement has been approved as to form by the city attorney.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$0.00</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$0.00</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>n/a</b>
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### OTHER FISCAL IMPACTS: (Select all that apply.)

No fiscal impact

Workload impact (details below)

Revenue impact (details below)

Operations Impact (details below)

## **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

Approval of sidewalk cafés are not a specific goal in the strategic plan, but approval of compliant cafés meets the overarching goal of providing a vibrant local economy.

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## **COMMUNITY ENGAGEMENT**

Not applicable.

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## **BOARD AND COMMISSION FEEDBACK**

Not applicable.

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## **LEGAL COMMENTS**

### **PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby approves the attached license agreement with CK Touma, LLC at 225 S. Main Street permitting an encroachment into the public right-of-way of S. Main Street for the purposes of an outdoor dining sidewalk café;**

**Be it further resolved, the Mayor and City Clerk are authorized to execute said license agreement.**

### **ATTACHMENTS:**

1. License Agreement for Sidewalk Café at 225 S. Main Street

## License Agreement for Summer Sidewalk Cafe

THIS LICENSE, effective the 1st day of April, 2024. This License expires on October 31, 2024.

WITNESSETH:

That the **CITY OF ROYAL OAK**, a Michigan Municipal Corporation, whose address is 203 South Troy Street, Royal Oak, Michigan, hereinafter called the "Licensor", licenses and permits Seven Sundays Coffee **(Business Name)** CK TOUMA LLC **(Business Entity)**, whose address is, 225 south main street, royal oak ,mi 48067 **(Corporate Address)** hereinafter called the "Licensee", to make an encroachment into the sidewalk or metered parking spaces adjacent to **(Business Address)** 225 south main street, royal oak ,mi 48067, Royal Oak, Michigan, more particularly described as:

Parcel ID: 72-25-22-102-007

Said encroachment shall consist of a serving area for food and drink surrounded with fence railings located within the sidewalk for cafes, and a structural foundation platform that rests on the street surface for street patios (see Exhibit A). It is hereby understood and agreed that any construction on the public right-of-way shall be of a temporary nature only, and easily removable as hereinafter may be required. No structure of a permanent nature shall be erected within the public right-of-way.

This License is granted upon the following conditions, agreement to which is signified by the signature/s of the Licensee/s:

1. This License shall be seasonal, from April 1 through October 31. The temporary constructed features such as railings surrounding the outdoor dining area and/or street patio platforms shall be removed at the end of each season.
2. A minimum clearance of five (5) feet for pedestrian traffic shall be maintained between the fence railings surrounding the outdoor dining area and all obstructions, including, but not limited to, curbs, parking meters, fire hydrants, streetlamps, benches, planters, waste receptacles, trees, signposts, traffic control devices, and any other streetscape elements. The railings shall align with and extend no further from the building wall than those of other outdoor dining areas on the same block.

The railings surrounding the outdoor dining area should be anchored in accordance with the uniform engineering anchoring system as promulgated by the Engineering Department of the City of Royal Oak and attached hereto as Exhibit B.

A minimum clearance of seven (7) feet shall be maintained between the sidewalk and the bottom edge of table umbrellas or awnings. The outer edge of table umbrellas or awnings must remain inside the railings. No objects shall project beyond the fence and/or other barricades or rail.

Signage or any other form of advertising is prohibited on any fence and/or other barricades or rail surrounding the outdoor dining area.

Smoking is not allowed in outdoor areas such as sidewalk cafes, street patios, patios or rooftops during periods when food, beverages or both are prepared, served or provided to patrons, per Michigan's Smoke-Free Indoor Air Law Public Act No. 188 of 2009. An outdoor area is an open area that is part of, or adjacent to, a fixed food service establishment, such as a restaurant or bar.

**3. The Licensee agrees to repair and/or replace any damage to any portion of the sidewalk or streetscape as a result of the installation, maintenance and/or removal of the outdoor dining railing system or street platform. All costs for such repair or replacement, and all work performed, shall be the responsibility of the Licensee. The City Engineer shall have the sole discretion to determine when a sidewalk/streetscape is in need of repair or replacement. All required repairs must be complete before the beginning of the next season.**

4. The manner in which the outdoor dining area is encompassed shall be subject to prior approval and inspection by the Police and Engineering Departments.

5. The Licensor shall permit and agree to the use of alcohol only as permitted and/or licensed by the Michigan Liquor Control Commission in the area of and during the term of this License.

6. The Licensee shall furnish and do at the Licensee's own cost and expense any and all things herein permitted or that the Licensee is herein bound to do, including but not limited to any upkeep and maintenance of said sidewalk or streetscape.

The Licensee shall clean the entire area of encroachment and all other adjacent sidewalk areas by removing debris, trash, sweeping and washing down the area each day. The cleaning shall be conducted

as frequently each day as necessary to prevent debris or trash from being blown or scattered onto other properties. A thorough sweeping and cleaning shall be conducted at the close of business each day. The cleaning shall not be postponed until the beginning of the next business day.

Steam cleaning and/or degreasing agents shall be used to thoroughly clean the area of encroachment and all other affected adjacent sidewalk areas as needed. At a minimum, steam cleaning and/or degreasing agents shall be used within the first five (5) days of each month and upon the expiration of the seasonal license agreement.

Failure to comply with any provision of this Agreement shall result in a fine of two hundred dollars (\$200.00), payable to the City of Royal Oak within five (5) days of Notice of Non-compliance. Failure to pay the two hundred dollar (\$200.00) fine shall result in immediate termination of this Agreement. A second act of non-compliance within the license period shall result in immediate termination of the License Agreement upon Notice of the Second Act of Non-compliance. The Licensee may petition the City Commission for reinstatement of the License Agreement.

7. The Licensee agrees and undertakes to indemnify and save the Lessor harmless from any and all claims, demands and rights of action of every name, nature and description, whether arising under state or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the Lessor, or agents or employees of the Licensee or to third parties, and for damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the License herein granted, no matter how caused, whether by the negligence of the Lessor, its agents, employees or otherwise. The Licensee agrees that in case claim is made or suit instituted against the Lessor for such loss, injury or damage, including liability under a Dramshop claim, the Licensee will, upon notice from the Lessor, settle, adjust or defend the same at its sole cost and expense, without expense to the Lessor, and will pay any judgment rendered therein together with Court costs.

8. The City of Royal Oak shall be added as additional insured to Licensee's general liability insurance policy and shall provide the City with a copy of the Certificate of Insurance therefore prior to the April 1<sup>st</sup> opening each year. The additional insured endorsement supported by language on the certificate of insurance must read as follows:

**"City of Royal Oak, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers." Coverage afforded is considered primary and any other insurance the City of Royal Oak may have in effect shall be considered secondary and/or excess.**

The cancellation notice on the certificate of insurance **must** read as follows:

**"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."**

The general liability insurance policy and the Certificate of Insurance must be effective for the duration of the seasonal license from April 1 through October 31 each year. It is the responsibility of the Licensee to provide a Certificate of Insurance for the license period of April 1 through October 31, to the Royal Oak City Treasurer as a condition precedent to the issuance of a License. The Licensee shall carry insurance coverage in the amount of three hundred thousand dollars (\$300,000.00) for liquor, one million dollars (\$1,000,000.00) for general and products liability. Umbrella coverage in the amount of one million dollars (\$1,000,000.00) may also be used if the general liability coverage is less than one million dollars (\$1,000,000.00). Furthermore, the Licensee agrees to reimburse the Licenser for any deductible costs or claims expenses arising from any claims or suits filed against the City.

9. The Licensee shall immediately cease operation or any use of the encroachment upon receipt of a Notice of Cancellation of insurance. Licensee shall not resume any use of the encroachment until presentation of a valid Certificate of Insurance and approval by the City Manager to resume use of the encroachment.

10. The Licensee agrees that the Licenser has the right to revoke and terminate this Agreement without just cause or other explanation of any sort being required. The Licensee shall immediately cease operation or any use of the encroachment upon written or oral notice by Licenser. Upon termination, Licensee shall restore the sidewalk to its original condition.

11. The Licensee understands and acknowledges that there are or may be utility easements in this public right-of-way. Licensee agrees that should any additions, repairs or corrections be required to be made to any utility located within said right-of-way, all costs or expenses concomitant with the removal and replacements associated with the encroachment shall be borne by the Licensee. It is further agreed and

understood that the Licensor or its agents shall be allowed to make any and all emergency repairs to the utilities located upon or within such easement without being required to give notice to Licensee.

12. That in the event the Licensee sells, leases or relinquishes control of the business and/or property or any portion thereof, Licensee shall immediately notify the office of the City Manager and this License Agreement shall immediately terminate.

13. That the last call for service of food and drink shall be no later than 1:00 a.m. All patrons must vacate the outdoor dining area no later than 1:30 a.m.

14. For any Licensee who serves beer, wine, liquor, mixed drinks, or any type of alcoholic beverage, security personnel, staff supervision, or host shall be provided at the outdoor dining area during peak operating hours. For any Licensee who serves beer, wine, liquor, mixed drinks, or any type of alcoholic beverage, security personnel, staff supervision, or host shall be on duty no later than 6:00 p.m. and shall continue as long as food and drink are being served, or until all patrons have vacated the outdoor dining area. Security personnel, staff supervision or host shall be provided for, and conduct themselves consistent with all current Liquor Control Commission Rules and Regulations.

15. By executing/signing this Agreement the Licensee certifies that they are in full compliance with license requirements of the State of Michigan for outside sales of alcohol. (R436.1419).

16. There shall not be any live music on any outdoor dining area without prior approval of the City Commission.

17. That during the term of this License, the Licensee shall post a one-thousand-dollar (\$1000.00) cash performance bond or such other amount as may be required by the City Engineer to assure full compliance with the term hereof. The bond may be applied to any outstanding fines or charges, or to pay for any damage to any portion of the sidewalk or streetscape as a result of the installation, maintenance and/or removal of the outdoor dining railing system or street platform that is performed by the City. The cash performance bond may be refunded thirty (30) days after the expiration of the license period, at the request of the Licensee, unless there is any pending action against the cash performance bond.

18. For any Licensee who serves beer, wine, liquor, mixed drinks, or any type of alcoholic beverage, the basic license fee each year for an area of one hundred eighty (180) square feet or less shall be seven

hundred fifty dollars (\$750.00) for a first time applicant, and six hundred dollars (\$600.00) for the renewal of a previously approved Licensee. For all other types of businesses that do not serve beer, wine, liquor, mixed drinks or any other alcoholic beverage, the basic license fee each year for an area of one hundred eighty (180) square feet or less shall be three hundred seventy-five dollars (\$375.00) for a first time applicant, and three hundred dollars (\$300.00) for the renewal of a previously approved license. Any encroachment of greater than one hundred eighty (180) square feet shall require payment of an additional thirty dollars (\$30.00) each year. The license fee shall be payable at the time of application for the License Agreement. For any Licensee which occupies a portion of the streetscape designated as metered parking spaces shall furnish a Meter Space Use Fee equal to twenty-five dollars (\$25.00) per day of occupancy for each space. The Meter Space Use Fee shall be payable at the time of License approval.

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

WITNESSES:

Amanda English  
Christopher Touma

CK TOUMA LLC

Business Name



(Signature)

Christopher Touma

(Print Name)

Member

(Title)

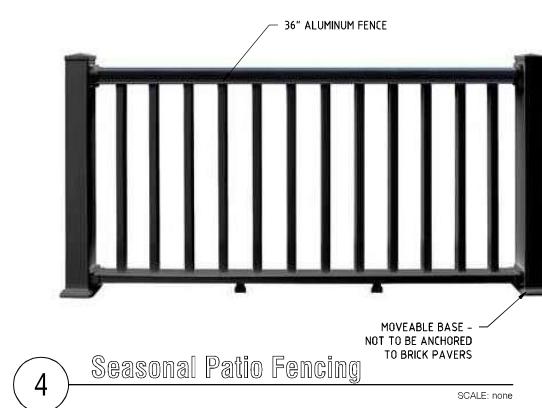
CITY OF ROYAL OAK

Michael Fournier, Mayor

Melanie Halas, City Clerk

Approved as to form:

Michael J. Gochowski  
City Attorney



#### SEATING

OUTDOOR SEATING: 14

#### SITE DATA

Regulation	Information
Parcel I.D.	2522102007
Address	225 S. Main St. Royal Oak, MI 48067
Zoning	CB-201
Parcel Area	5,461 Sq.Ft. (0.125 Acres)

#### PARKING SUMMARY

Regulation	Required	Provided
-	1 Space / 65 SQFT 886/65 = 14 Spaces	14 Spaces (4)Spaces in building rear (10) On street spaces to be utilized

#### ZONING SCHEDULE OF REGULATIONS

Regulation	Required	Provided
Setbacks	North (Rear): N/A South (Front): N/A Sides (East/West): N/A	North (Rear): N/A South (Front): N/A Sides (East/West): N/A
Building Height	N/A	N/A
Maximum Coverage	N/A	N/A
Minimum Open Space	N/A	N/A

DESIGNHAUS  
EST 1998  
ARCHITECTURE

SEVEN  
SUNDAYS  
COFFEE

3300 AUBURN RD. SUITE 300  
AUBURN HILLS, MI 48326  
T:248.601.4422 F:248.453.5854  
WWW.DESIGNHAUS.COM  
INFO@DESIGNHAUS.COM

Revision #2 06.19.23  
Revision #1 05.19.23  
Building Permit 4.14.23  
Demolition Permit 02.08.23  
ISSUANCE DATE

PETER M.  
STRICKLER  
ARCHITECT  
44098  
LICENSURE ARCHITECTURE

Seven Sundays Coffee  
225 S Main St.  
Royal Oak, MI 48067  
Architectural Site Plan

AS1.1

#### CB 201- ZONING S Main St.

AS1.1 Architectural Site Plan.dwg

3/19/2024

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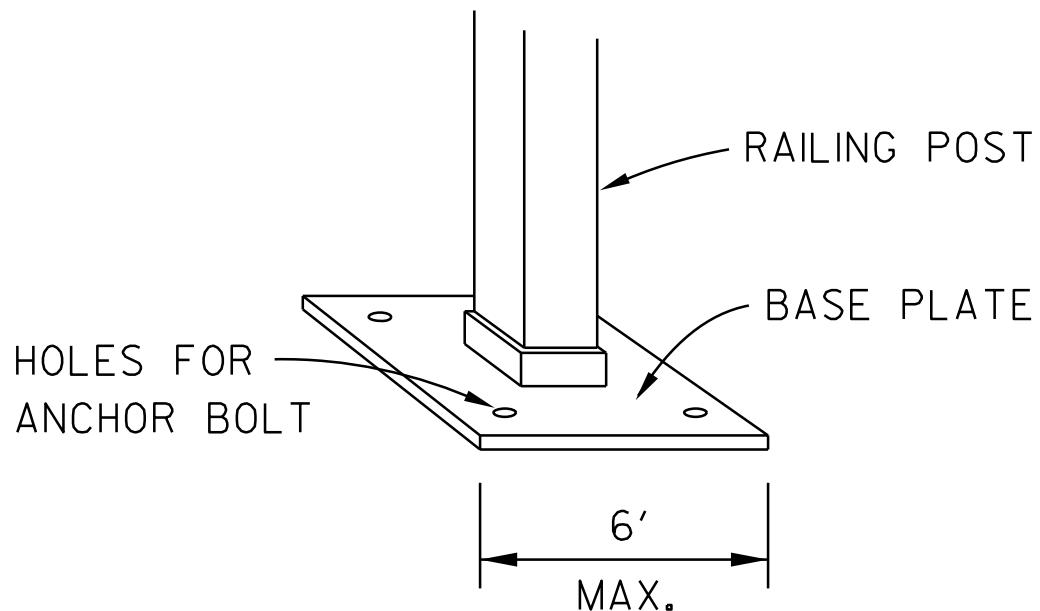
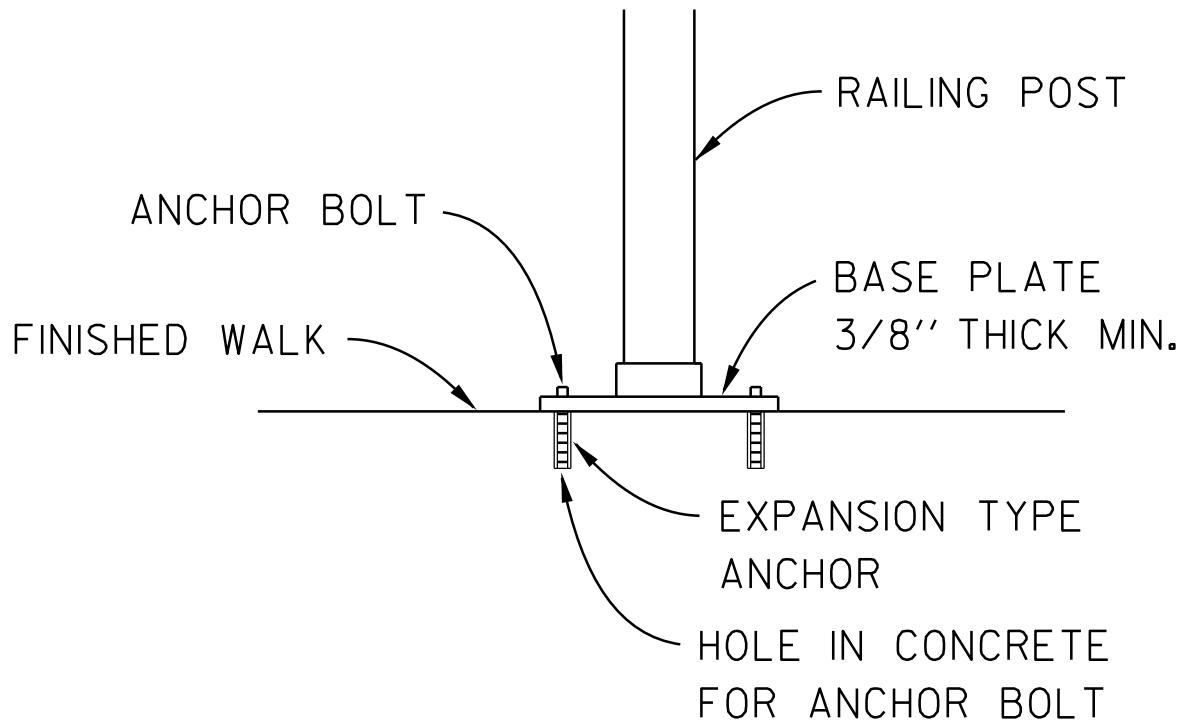
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## EXHIBIT B

### REQUIRED RAILING BASE PLATE ANCHORING DETAIL FOR SIDEWALK CAFE



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Standard Resolution 2 – Special Assessment Paving of E. Parent Avenue</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Community Development - Engineering</b>	
<b>PRESENTER</b>	<b>Holly Donoghue, P.E.</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### EXECUTIVE SUMMARY

The city assessor has determined the special assessment district for paving E. Parent Avenue from Longfellow Avenue to the dead end with 21-foot wide, 7-inch thick concrete pavement as shown in Attachment 1.

The petition signatures in favor of the paving represent 100 percent of the assessable footage as illustrated in Attachment 2.

Under city policy, the property owners would have fifteen (15) years to pay for the improvements as shown in attachment 3. The funding source for this project will be local street fund and special assessment district.

Standard resolution 2 is recommended for approval.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>TBD</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$150,000.00</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>n/a</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>n/a</b>
<b>WAS THIS A BUDGETED EXPENSE?</b>	<b><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</b>

If this project is approved to proceed after standard resolutions 3 and 4, staff would plan to construct this project in 2025 or 2026. The estimated cost would be budgeted in the next iteration of the capital improvement plan, likely within the FY25/26 budget document.

The road paving portion of the project is estimated to cost approximately \$100,000, with \$90,000 of this cost being covered by the city's local road fund. Additionally, staff would include budget in the water/sewer fund to replace the 6-inch diameter water main under E. Parent Avenue, for an estimated cost of \$132,000.

The capital improvement plan currently includes a local road budget of \$75,000 and water/sewer budget of \$75,000 per fiscal year as a placeholder for potential special assessment paving projects (CAPXX55).

**OTHER FISCAL IMPACTS:** (Select all that apply.)

<input checked="" type="checkbox"/> No fiscal impact	<input type="checkbox"/> Revenue impact (details below)
<input type="checkbox"/> Workload impact (details below)	<input type="checkbox"/> Operations Impact (details below)

**OPERATIONS IMPACT:**

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**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

Paving roadways is in line with the Strategic Plan goal to provide reliable infrastructure and the Sustainability and Climate Action Plan overall goal to fund, plan and develop well maintained infrastructure for all modes of travel.

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**COMMUNITY ENGAGEMENT**

Residents within the assessment district were notified of this item on the commission agenda.

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**BOARD AND COMMISSION FEEDBACK**

Not applicable.

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**LEGAL COMMENTS**

**PROPOSED COMMISSION RESOLUTION:**

*Refer to Standard Resolution 2 on following page.*

**ATTACHMENTS:**

1. Assessor's Report for special assessment paving of E. Parent Avenue
2. Exhibit of proposed special assessment district.
3. City policy for special assessment payback period

**Special Assessment Standard Resolution 2**

City of Royal Oak - County of Oakland

At a regular meeting of the city commission of the City of Royal Oak, County of Oakland, Michigan, held on **April 22, 2024** at 7:30 o'clock p.m., eastern time.

Present: Commissioners \_\_\_\_\_

\_\_\_\_\_

Absent: Commissioners \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by commissioner \_\_\_\_\_ and supported by commissioner \_\_\_\_\_:

Whereas, the city manager and the assessor have prepared reports concerning certain public improvements as hereinafter described, which include all of the information required to be included by the provisions of the city's charter, chapter 12, "Special Assessments"; and

Whereas, the city commission has reviewed said reports; and

Whereas, the city commission determines that it is necessary to acquire and construct the public improvements in the City of Royal Oak more particularly hereinafter described in this resolution.

**Now, therefore, be it resolved that:**

1. The city commission hereby determines that the public improvements described more particularly hereinafter provided for are necessary.
2. The total cost of said public improvements according to frontage (or benefits) is estimated to be \$100,075.92

\$10,007.59 of which shall be spread over the special assessment district as hereinafter described.

\$90,068.33 of which shall be paid by the city.

3. Said special assessment district shall consist of all the lots and parcels of land as herein described:

25-22-336-011

25-22-336-025

4. The estimated life of such improvements is not less than 30 years.
5. The aforesaid reports shall be placed on file in the office of the city clerk where the same shall be available for public examination.
6. The city commission will meet on May 13, 2024 at 7:30 o'clock p.m., Eastern Time, at the city hall, for the purpose of hearing objections to the making of said public improvements.
7. The city clerk is hereby directed to cause notice of said hearing to be published in The Royal Oak Review, Warren, Michigan, a newspaper of general circulation in the City of Royal Oak, at least five (5) full days before the date of such hearing, and is further directed to cause notice of such hearing to be mailed by first class mail to each owner of or person in interest in the property in the special assessment district more particularly described in the following notice at the addresses shown on the last general tax assessment roll of the city, at least ten (10) full days prior to the date of such hearing.

8. The notice of said hearing to be published and mailed shall be in substantially the following form:

**Notice of Hearing of Necessity  
Special Assessment Paving of E. Parent Avenue**

City of Royal Oak - County of Oakland

Take notice that the city commission of the City of Royal Oak, Oakland County, Michigan, has determined it to be necessary to make the following described public improvement in the City of Royal Oak:

21-foot wide, 7-inch thick concrete pavement of E. Parent Avenue from Longfellow Avenue to the dead end.

The city commission has determined that the cost of the above described public improvements, which is estimated to be \$100,075.92, shall be partly assessed against all lots and parcels of property abutting the above described improvements which properties are described as follows:

25-22-336-011                    25-22-336-025

Take further notice, that the city commission has caused reports concerning said public improvements to be prepared, which reports include necessary plans, profiles, specifications and estimates of costs of such public improvements, a description of the assessment district, and other pertinent information, and these reports are on file in the office of the city clerk and are available for public examination.

Take further notice that the city commission will meet on May 13, 2024 at 7:30 o'clock p.m., Eastern Time, at the city hall in the City of Royal Oak, for the purpose of hearing objections to the necessity of making of such public improvements and the inclusion of the property within the proposed special assessment district.

This notice is given by order of the city commission of the City of Royal Oak, Oakland County, Michigan.

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Melanie Halas, City Clerk

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Commissioners \_\_\_\_\_

Nays: Commissioners \_\_\_\_\_

Resolution declared adopted.

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Melanie Halas, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the city commission of the City of Royal Oak, County of Oakland, Michigan, at a regular meeting held on April 22, 2024, and that public notice of said meeting was given pursuant to and in full conformity with Act No. 267, Public Acts of Michigan, 1976, as amended.

---

Melanie Halas, City Clerk



**Office of the City Assessor**  
203 South Troy Street  
Royal Oak, MI 48067  
P: 248.246.3110  
F: 248.246.3011

March 27, 2024

The Honorable Mayor Fournier and  
Members of the City Commission:

At the Regular Meeting of the City Commission held March 18, 2024, the City Engineer presented a petition to pave E. Parent Avenue with 21-foot wide, 7-inch thick concrete pavement. Your Honorable Body referred the petition to the City Assessor for the purpose of preparing the necessary special assessment district. I have determined the district to be as follows:

**21-FOOT WIDE, 7-INCH THICK CONCRETE PAVING**

**E. PARENT AVENUE**

**LONGFELLOW AVENUE TO DEAD END**

Total Resident Portion	\$10,007.59
City Match Portion	\$90,068.33
City at Large Portion	\$0.00

The City Commission may now initiate the necessary proceedings toward the adoption of Standard Resolution No. 2.

Respectfully Submitted,

Anthony Switkowski  
City Assessor

Approved,

Todd E. Fenton  
Interim City Manager

## **PAVING**

\$ 80,060.74	Estimated Cost
<u>\$ 20,015.18</u>	25% Engineering & Inspection
\$100,075.92	Total Cost

\$ 10,007.59	District Portion
\$ 90,068.33	City Match Portion
<u>\$ 0.00</u>	City at Large
\$100,075.92	Total Cost

CITY OF ROYAL OAK  
ASSESSOR'S OFFICE

RECOMMENDED ASSESSMENT FOR

**21-foot wide, 7-inch thick concrete paving**

in  
**E. PARENT AVENUE**

From **LONGFELLOW AVENUE** to **DEAD END**

Parcel Number	Subdivision & Lot No.	Frontage	Corrected Frontage	Benefit Units	Rate	Assessment
25-22-336-011	Lincoln Grove Lot 98 & ½ of vacated alley	46.5*	23.25	23.25	\$119.28	\$2,773.26
25-22-336-025	Lincoln Grove Lot 39 & ½ of vacated alley	121.3**	60.65	60.65	\$119.28	\$7,234.33
<b>Totals</b>		<b>167.8</b>	<b>83.9</b>	<b>83.9</b>	<b>\$119.28</b>	<b>\$10,007.59</b>

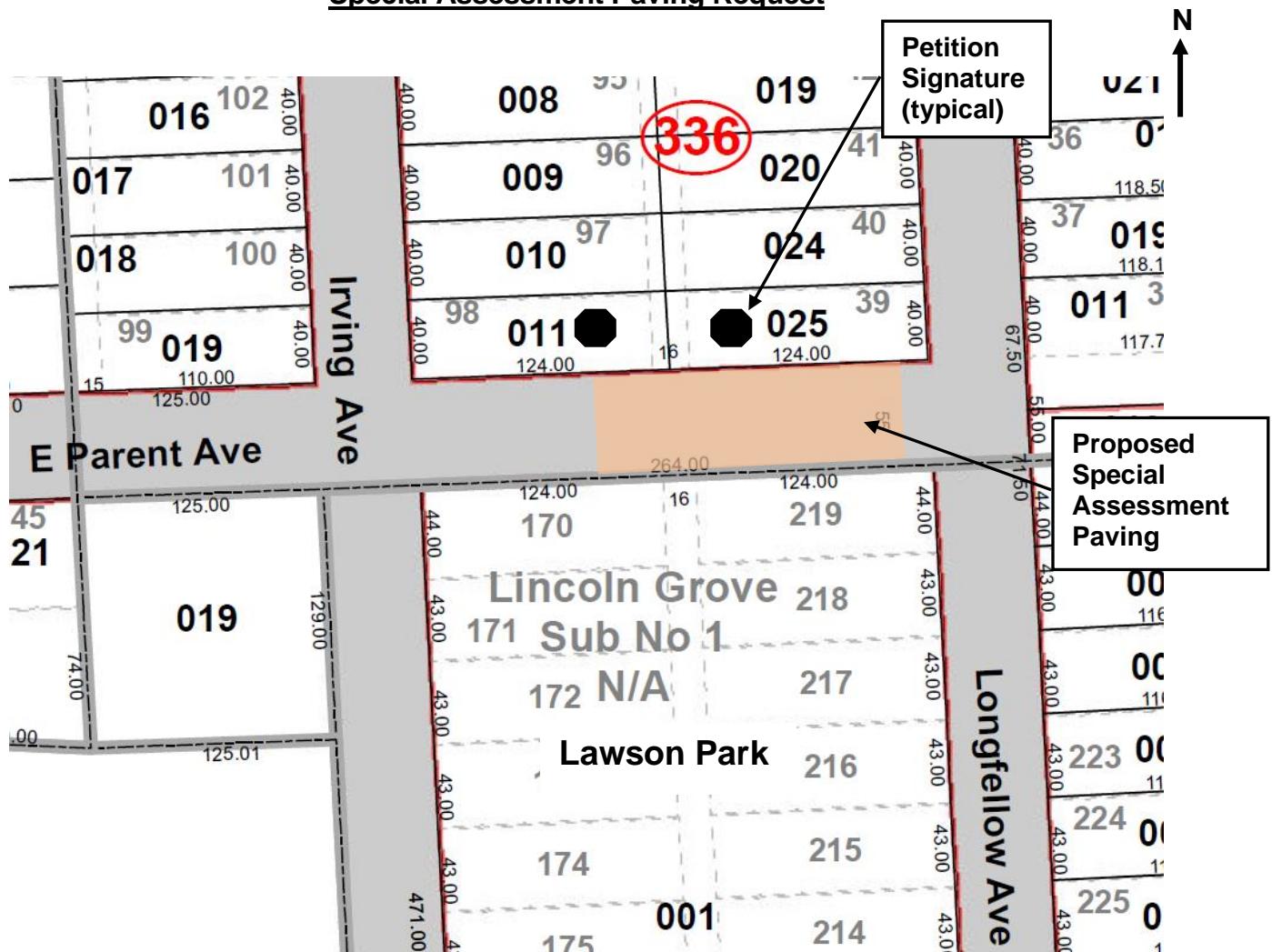
\*Parcel has total side lot frontage of 132 feet, but only 46.5 feet would be included in the proposed paving project.

\*\*Parcel has total side lot frontage of 132 feet, but only 121.3 feet would be included in the proposed paving project.

Notes:

1. The city owns the parcel along the southern frontage of E. Parent Avenue, and this cost is included in the "city match" portion outlined.
2. All parcels in district have side-lot frontage.

**Attachment 2**  
**Special Assessment Paving Request**



*Special assessment 21-foot wide, 7-inch thick concrete paving with integral curb and gutter of E. Parent Avenue*

Notes:

1. Approximately 10 feet of roadway at the east end of the district has already been paved under a separate project.
2. The paving project terminates at the existing landscape berm.

## Attachment 2

### Special Assessment Paving Petition Evaluation

Petition Prepared: February 28, 2024

Petition Submitted and Evaluated: March 7, 2024

Special assessment 21-foot wide, 7-inch thick concrete paving with integral curb and gutter of E. Parent Avenue from Longfellow Avenue to dead end.

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#### ***E. Parent Avenue***

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Total Property Frontage*	Frontage of Petition Signatures	% In Favor
167.8 feet	167.8 feet	100%

*\*City of Royal Oak owns southern frontage along Lawson Park and was not included in the petition signatures.*

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Property	Parcel ID	Side Lot (ft)	Petition Signature
1223 Irving Avenue	2522336011	46.5**	46.5
1222 Longfellow Avenue	2522336025	121.3***	121.3
	<b>Total:</b>	<b>167.8 ft</b>	<b>167.8 feet</b>

*\*\*Parcel has total side lot frontage of 132 feet, but only 46.5 feet would be included in the proposed paving project.*

*\*\*\*Parcel has total side lot frontage of 132 feet, but only 121.3 feet would be included in the proposed paving project.*



At a Regular Meeting of the Commission of the City of Royal Oak, Michigan, held at the City Hall in said City, on the 15th day of October, 1979, at 7:30 o'clock p. m.:

PRESENT: Commissioners Austin, Hallman, Kelber, Schoenholtz, Warren, Webster

Mayor Lewis

The following Resolution was adopted:

"BE IT RESOLVED, that the term of Special Assessment Rolls for sidewalk construction and reconstruction shall be six (6) years;

BE IT FURTHER RESOLVED, that the term of Special Assessment Rolls for new paving, street reconstruction, water and sewer projects shall be fifteen (15) years."

ADOPTED UNANIMOUSLY.

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Commission of the City of Royal Oak at a Regular Meeting held on October 15, 1979.

Evelyn M. Demiske  
Evelyn M. Demiske, City Clerk

EXHIBIT C



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of Art Explored Contracts</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Manager</b>	
<b>PRESENTER</b>	<b>Alayna Brasch</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**EXECUTIVE SUMMARY** Since its inception, the Commission for the Arts (CFA) Art Explored Program has been responsible for placing pieces of art throughout the downtown. Traditionally, the new art pieces are chosen annually through an open application process via the City of Royal Oak website. The CFA determines an art judging process to select the new pieces each year. This year the CFA approved six new pieces for the program.

The pieces selected are a mix of indoor and outdoor pieces which will go on display later this summer. Each piece will be located on city property with some pieces being displayed in city hall.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$5,700</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$18,800</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

#### OTHER FISCAL IMPACTS: (Select all that apply.)

No fiscal impact  Revenue impact (details below)  
 Workload impact (details below)  Operations Impact (details below)

**REVENUE IMPACT:** *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*  
None.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

The workload is considered routine, with staff working to process payments, and get the pieces installed.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

None.

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## **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

Action Step in Strategic Plan: "Continue to build more opportunities to display art within the community and evaluate the maintenance needs for pieces the city owns."

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## **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

None.

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## **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

The Art Explored Subcommittee selected the pieces they liked most from the submissions, then presented their selections to the Commission for the Arts at large. The Commission for the Arts then approved the subcommittee's selection and recommended the City Commission approve the pieces for lease or purchase.

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## **LEGAL COMMENTS**

### **PROPOSED COMMISSION RESOLUTION:**

**Whereas, the Royal Oak City Commission hereby approves of the Commission for the Arts recommendation of the six new art pieces for the 2023-2024 Art Explored Program.**

**Be it resolved, the Royal Oak City Commission approves of the lease of Barcoser II by Ammy Amorette.**

**Be it resolved, the Royal Oak City Commission approves of the lease of Eyes Closed Shut by Mark Beltchenko**

**Be it resolved, the Royal Oak City Commission approves of the purchase of If they can smile, You should too by Forrest Miller.**

**Be it resolved, the Royal Oak City Commission approves of the purchase of Soft but Bold II by Karen Hain.**

**Be it resolved, the Royal Oak City Commission approves of the lease of Swingin' Machines by Jim Wolnosky.**

**Be it resolved, the Royal Oak City Commission approves the lease of This Time The Dream's On Me.**

**Be it resolved, the mayor and city clerk are hereby authorized to sign all of the 2023-2024 Arts Explored program agreements on behalf of the City of Royal Oak.**

**ATTACHMENTS:**

**6 Contracts for the selected Art Explored pieces.**

**Art Explored**

Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this \_\_\_\_ day of March 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Ammy Amorette (the "Artist" and the "Licensee") with an address at 7239 Norman Road Grant Township, Michigan 48032 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Barcoser II

Material: Acrylic in canvas

Dimensions: 55.1"x39.4"

Value: \$2,370

Site Location: TBD

Artist Name: Ammy Amorette

Artist Contact Information: ammyamorettespencer@gmail.com, 517-505-5520

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning May 1, 2024 and ending April 30, 2025. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on April 30, 2025 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) A.A.S (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not

limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licensor will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licensor shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licensor retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

**WITNESSES**

**CITY OF ROYAL OAK**

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Michael Fournier, Mayor

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Melanie Halas, City Clerk

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ARTIST AND LICENSEE



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

Approved as to form:

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Niccolas Gochowski, City Attorney



**Art Explored**  
Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this \_\_\_\_ day of April, 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Mark Beltchenko (the "Artist" and the "Licensee") with an address at 1407 Nottingham Road Grosse Point Park, Michigan 48230 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Eyes Closed Shut

Material: Wood

Dimensions: 63" x 31" x 13"

Value: \$3,800.00

Site Location: TBD

Artist Name: Mark Beltchenko

Artist Contact Information: [markbeltchenko@gmail.com](mailto:markbeltchenko@gmail.com), 248-229-1803

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning May 1, 2024 and ending April 30, 2025. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on April 30, 2025 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) MB (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not

limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licensor will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licensor shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licensor retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

**WITNESSES**

**CITY OF ROYAL OAK**

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Michael Fournier, Mayor

---

Melanie Halas, City Clerk

 ARTIST AND LICENSEE  
By:

Approved as to form:

Niccolas Gochowski, City Attorney



THIS ART PURCHASE AGREEMENT ("Agreement") is made and entered into by and between Forrest Miller ("Artist"), with an address at 317 Prospect Ave. Grand Rapids, Michigan 49503 and the City of Royal Oak, ("City") a Michigan Municipal Corporation, with an address at 203 S. Troy Street, Royal Oak, MI 48067, for the purchase of the artistic sculpture known as, If They Can Smile, You Should Too (the "Work") of which a photograph is attached hereto.

WHEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. Artist agrees to sell the Work to City, subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price for the Work shall be Seven Hundred Dollars (\$700.00). The obligation of the City to pay the Artist the purchase price is expressly conditioned on City's ability to inspect the Work at its present storage location to confirm the Work is in good condition prior to the payment of the purchase price.

3. ARTIST'S REPRESENTATIONS AND WARRANTIES. Artist represents and warrants that: (1) The Work is authentic, meaning the Work was created by the Artist and the Artist is the sole proprietor of all rights in and to the Work; (2) the Work is original and contains no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright Artist and of the Artist of any other right(s) to or in such other works; (3) the Work does not violate or infringe any personal or property rights of others, whether common law or statutory; (4) the Work contains nothing libelous or contrary to law; (5) the Artist has not transferred, licensed or otherwise granted any rights of any kind in the Work to any other party; (6) the Artist has full power and authority to enter this Agreement; and (7) if applicable, the exportation of the Work from any foreign country has been in conformity with the laws of that country and its importation into the U.S. has been, or will be, in conformity with the laws of the U.S.; (8) the Work is not subject to or the subject of any rights or interests of others, claims, liens, security interests, restrictions, conditions, options or other incumbrances of any kind held or claimed by any person, entity, government or government agency (actual, threatened or pending) (collectively, "Claims"). Neither Artist nor Artist has knowledge of any facts or circumstances likely to give rise to any Claims.

4. ARTIST INDEMNIFICATION. Artist does hereby agree to indemnify, defend and hold City free and harmless from any and all demands, claims, suits, judgments, obligations, damages, losses, or other liability asserted or alleged against City as well as all reasonable attorney or other professional fees and other reasonable costs, fees and expenses, suffered or incurred by, or asserted or alleged against City arising by reason of, or in connection with, any breach of the representations and warranties set forth in this Agreement or the actual or alleged falsity or inaccuracy of any representation or warranty by Artist contained in this Agreement.

5. SURVIVAL OF REPRESENTATIONS AND IDENTITIES. The benefits of the representations, warranties, covenants and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement, including without limitation transfer of the Work to City. Notwithstanding anything to the contrary herein, Artist's representation, warranty and indemnification relating to the authenticity of the Work shall survive for a period of five (5) years from the date of sale.

6. TITLE. On the date of the sale, Artist, hereby transfers to City, good and marketable title and exclusive and unrestricted right to possession of the Work free and clear of any and all Claims. By selling the artwork, Artist relinquishes all legal claim of right to title, royalties, copyright or trademark of the artwork. Artist agrees that City has the right to use or not use the Work and to sell, use, reproduce, re-use, alter, modify, edit, or change the Work as City sees fit and for any purpose without consent of the Artist. The city may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the artwork. The City may use such reproductions for any City-related purpose, including advertising, education and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogs or similar publications. The City will credit artist as the designer of the artwork for up to one year from the date of this agreement.

7. USE, RELOCATION OR REMOVAL. The city may use the artwork in any manner in its sole discretion and artist has not right or obligation to control the city's use of the sold art work. The city will have sole discretion over the placement, location, maintenance and removal of the piece. The city may at any point without notice to the artist remove or relocate the piece. Finally, the city may de-access the artwork at its sole discretion without having to seek the artist's consent.

8. MAINTENANCE. The city shall have sole responsibility for the maintenance and care of the artwork. The city shall maintain a plaque near the art piece to acknowledge the artist.

9. BILL OF SALE. Artist agrees to deliver to City a Bill of Sale evidencing the transfer of title from Artist to City upon full payment of the purchase price. Artist shall deliver to City, if not done so already, a certificate of authenticity of the Work.

IN WITNESS WHEREOF, this ART PURCHASE AGREEMENT is executed by the Parties and effective on this \_\_\_\_\_ day of April 2024.

Artist



Artist Signature

City of Royal Oak

\_\_\_\_\_  
Mike Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk  
Date:

Approved to Form

\_\_\_\_\_  
Niccolas Grochowski  
City Attorney



THIS ART PURCHASE AGREEMENT ("Agreement") is made and entered into by and between Karen Hain ("Artist"), with an address at 1551 Winder #210 Detroit, Michigan 48207 and the City of Royal Oak, ("City") a Michigan Municipal Corporation, with an address at 203 S. Troy Street, Royal Oak, MI 48067, for the purchase of the artistic sculpture known as, Soft but Bold II (the "Work") of which a photograph is attached hereto.

WHEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. SALE. Artist agrees to sell the Work to City, subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price for the Work shall be One Thousand Dollars (\$1000.00). The obligation of the City to pay the Artist the purchase price is expressly conditioned on City's ability to inspect the Work at its present storage location to confirm the Work is in good condition prior to the payment of the purchase price.

3. ARTIST'S REPRESENTATIONS AND WARRANTIES. Artist represents and warrants that: (1) The Work is authentic, meaning the Work was created by the Artist and the Artist is the sole proprietor of all rights in and to the Work; (2) the Work is original and contains no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright Artist and of the Artist of any other right(s) to or in such other works; (3) the Work does not violate or infringe any personal or property rights of others, whether common law or statutory; (4) the Work contains nothing libelous or contrary to law; (5) the Artist has not transferred, licensed or otherwise granted any rights of any kind in the Work to any other party; (6) the Artist has full power and authority to enter this Agreement; and (7) if applicable, the exportation of the Work from any foreign country has been in conformity with the laws of that country and its importation into the U.S. has been, or will be, in conformity with the laws of the U.S.; (8) the Work is not subject to or the subject of any rights or interests of others, claims, liens, security interests, restrictions, conditions, options or other incumbrances of any kind held or claimed by any person, entity, government or government agency (actual, threatened or pending) (collectively, "Claims"). Neither Artist nor Artist has knowledge of any facts or circumstances likely to give rise to any Claims.

4. ARTIST INDEMNIFICATION. Artist does hereby agree to indemnify, defend and hold City free and harmless from any and all demands, claims, suits, judgments, obligations, damages, losses, or other liability asserted or alleged against City as well as all reasonable attorney or other professional fees and other reasonable costs, fees and expenses, suffered or incurred by, or asserted or alleged against City arising by reason of, or in connection with, any breach of the representations and warranties set forth in this Agreement or the actual or alleged falsity or inaccuracy of any representation or warranty by Artist contained in this Agreement.

5. SURVIVAL OF REPRESENTATIONS AND IDENTITIES. The benefits of the representations, warranties, covenants and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement, including without limitation transfer of the Work to City. Notwithstanding anything to the contrary herein, Artist's representation, warranty and indemnification relating to the authenticity of the Work shall survive for a period of five (5) years from the date of sale.

**6. TITLE.** On the date of the sale, Artist, hereby transfers to City, good and marketable title and exclusive and unrestricted right to possession of the Work free and clear of any and all Claims. By selling the artwork, Artist relinquishes all legal claim of right to title, royalties, copyright or trademark of the artwork. Artist agrees that City has the right to use or not use the Work and to sell, use, reproduce, re-use, alter, modify, edit, or change the Work as City sees fit and for any purpose without consent of the Artist. The city may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the artwork. The City may use such reproductions for any City-related purpose, including advertising, education and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogs or similar publications. The City will credit artist as the designer of the artwork for up to one year from the date of this agreement.

**7. USE, RELOCATION OR REMOVAL.** The city may use the artwork in any manner in its sole discretion and artist has not right or obligation to control the city's use of the sold art work. The city will have sole discretion over the placement, location, maintenance and removal of the piece. The city may at any point without notice to the artist remove or relocate the piece. Finally, the city may de-access the artwork at its sole discretion without having to seek the artist's consent.

**8. MAINTENANCE.** The city shall have sole responsibility for the maintenance and care of the artwork. The city shall maintain a plaque near the art piece to acknowledge the artist.

**9. BILL OF SALE.** Artist agrees to deliver to City a Bill of Sale evidencing the transfer of title from Artist to City upon full payment of the purchase price. Artist shall deliver to City, if not done so already, a certificate of authenticity of the Work.

IN WITNESS WHEREOF, this ART PURCHASE AGREEMENT is executed by the Parties and effective on this        day of April   2024

Artist



Artist Signature

City of Royal Oak

\_\_\_\_\_  
Mike Fournier, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk  
Date:

Approved to Form

\_\_\_\_\_  
Niccolas Gochowski  
City Attorney



**Art Explored**  
Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this 26 day of April 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Jim Wolnosky (the "Artist" and the "Licensee") with an address at 12084 Angle Road Bath Mich 48808 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: Swingin' Machines

Material: Stainless steel mobiles

Dimensions: 40" x 32" x 3 lbs. (each)

Value: \$2,000

Site Location: TBD

Artist Name: Jim Wolnosky

Artist Contact Information: [jim@cre8vty.com](mailto:jim@cre8vty.com), 517-641-4383

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning May 1, 2024 and ending April 30, 2025. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on April 30, 2025 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) JW (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
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limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
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- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

**WITNESSES**

**CITY OF ROYAL OAK**

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Michael Fournier, Mayor

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Melanie Halas, City Clerk

**ARTIST AND LICENSEE**

BY:



Approved as to form:

---

Niccolas Grotowski, City Attorney



Page 117 of 314

**Art Explored**  
Presented by the Royal Oak Commission for the Arts

**ARTIST CONTRACT AND LICENSE AGREEMENT**

This Artist Contract and License Agreement is entered into this 26 day of April 2024 by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Jim Wolnosky (the "Artist" and the "Licensee") with an address at 12084 Angle Road Bath, Michigan 48808 to temporarily install and display on Licensor's property, the following artwork:

Artwork Name: This Time The Dream's On Me

Material: Heavy gauge aluminum and rocks.

Dimensions: 85" x 52" x 42" 150 pounds with the river rocks in the base

Value: \$2,300

Site Location: TBD

Artist Name: Jim Wolnosky

Artist Contact Information: [jim@cre8vty.com](mailto:jim@cre8vty.com), 517-641-4383

The Licensor hereby licenses and permits the Licensee to place the artwork in the location indicated herein, subject to the following conditions:

- 1) The placement of the artwork shall be for a limited duration, beginning May 1, 2024 and ending April 30, 2025. The artwork must be easily removable as hereinafter may be required. Nothing of a permanent nature shall be installed at the location.
- 2) The license shall expire on April 30, 2025 unless otherwise terminated earlier pursuant to this agreement. The term of this agreement may be extended by written agreement of the parties. During any extension, all other terms and conditions of the agreement shall remain in full force and effect.
- 3) The Licensee is responsible for installation and removal of the artwork including transportation to and from the site. The Licensor will assist the Licensee with installation and removal of the artwork to the extent possible, and, where applicable, will provide any footing for the installation that is required by the Licensee and approved by the Commission for the Arts.
- 4) JW (Licensee Initials) If the Licensee fails to remove their art piece within 60 days of the expiration of the license, the licensor shall deem the piece abandoned by the licensee and it becomes property of the City of Royal Oak without additional compensation to the Licensee. The City shall have the ability to repair, maintain, remove, auction, store or otherwise dispose of the piece in accordance with our deaccession policy.
- 5) When applicable, a minimum clearance of five (5) feet for pedestrian traffic shall be maintained in any right-of-way between the artwork and all obstructions, including but not

limited to trees, fire hydrants, street lamps, benches, planters, waste receptacles, sign posts, traffic control devices, or any other streetscape elements.

- 6) Signage or any other form of advertising, other than the Art Explored official plaque, is prohibited on or in the immediate area of the artwork.
- 7) The Licensor expressly waives any and all claims the Licensor may have against the City for any damage caused to the artwork by the negligent or intentional acts of anyone other than the City and/or the City's agents. The Licensee may at its own expense carry property insurance to cover the artwork itself, and the City recommends that the Licensee do so.
- 8) The Licensee agrees that the Licensor has the right to revoke and terminate this Agreement without cause. The Licensee shall remove the artwork immediately upon written or oral notice by Licensor. Upon termination, Licensee shall restore the location to its original condition.
- 9) When applicable, the Licensee understands and acknowledges that there are or may be utility easements in a public right-of-way. Licensee agrees that should any emergency repairs be required to be made to any utility located within a right-of-way at the location of installation, the Licensor or its agents shall be allowed to move the artwork to an alternative location and make any and all emergency repairs to the utilities located upon or within the right-of-way without being required to give notice to Licensee.
- 10) The Licensee shall retain ownership of the artwork throughout the display period. The Licensor will provide the artwork with signs that credit the artist with the creation of the artwork and directs viewers to a website that will facilitate and promote the reputation of the Licensee and encourage the sale of this particular artwork. The Licensee will provide an "Artist Statement" for the webpage featuring their work. The webpage will also provide an information link to the Artist's own website.
- 11) Upon acceptance of this Agreement and installation of the artwork, the Licensor shall pay one thousand dollars (\$1,000.00) to the Licensee. The Licensor retains the right to refuse the selected artwork if the piece is not as represented in the application.
- 12) The following attachments are incorporated into this agreement by reference:

Attachment 1: photo of artwork.

**WITNESSES**

**CITY OF ROYAL OAK**

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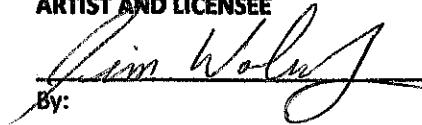
Michael Fournier, Mayor

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Melanie Halas, City Clerk

**ARTIST AND LICENSEE**

By:



Approved as to form:

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**Niccolas Gochowski, City Attorney**





## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of Parking Rates for 2024 Taco Fest</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Manager</b>	
<b>PRESENTER</b>	<b>Todd Fenton</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

On March 11, 2024, the city commission approved a special event permit for Taco Fest. This event will take place between July 4 and July 7, 2024, in and around Centennial Commons and the Royal Oak Civic Center.

Similar to the 2023 festival, staff is recommending establishing a flat parking fee to be charged at the entrance of the Center Street and 11 Mile parking garages, and the surface lot directly west of the police department (P-10). This will help to create a better experience for attendees who choose these parking options, as they will be paying upon entering and will be able to exit quicker and easier when leaving.

Staff is recommending a \$10 fee at the 11 Mile parking garage and the surface parking lot directly west of the police department, and a \$5 fee at the Center Street parking garage.

As a temporary rate structure, the city's ordinance governing the parking system (Section 507-6) allows these rates to be fixed by resolution of the city commission.

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### **Fiscal Impact**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	
<b>AMOUNT CURRENTLY BUDGETED</b>	
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### **OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact

Revenue impact (details below)

Workload impact (details below)

Operations Impact (details below)

**REVENUE IMPACT:** Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)

Park Rite will have attendants at the entrances of the referenced parking garages and the P-10 surface lot to accept payment. Proceeds will be retained by the parking system and will not offset any other festival expenses, other than Park Rite's expenses for support services. After these expenses have been paid, the remaining revenue will be retained in the auto parking fund to be used for operational and debt-service expenses associated with the parking garages.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

---

### **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

This item aligns with "Vibrant Local Economy" in the city's strategic plan.

---

### **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

N/A

---

### **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

N/A

---

### **LEGAL COMMENTS**

**PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby approves establishing a flat entrance fee of \$10 per visit at the 11 Mile parking structure and the P-10 surface lot, and a flat entrance fee of \$5 at the Center Street parking structure during the festival hours of the Taco Fest event from July 4 to July 7, 2024; and**

**Be it resolved, the city manager is authorized to enter into an agreement with Park-Rite for attendants and associated costs for parking garage and surface lot fee collection; and**

**Further be it resolved, all net proceeds aside from Park Rite's expenses will be accounted for and remain in the auto parking fund.**

**ATTACHMENTS: 0**

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Robert Rea Department: Building

Name of Event: 20 Code Questions / A Discussion With DTE

Dates: From 1/3/2024 To 1/3/2024 Number of Days: 1/2

Total Expense: \$70.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Code update

RECEIVED

JAN 05 2024

FINANCE DEPARTMENT

What did you learn or gain from attending this conference, training, or workshop?

Plan Review Update

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Robert Rea Department: Building

Name of Event: 2020 NEC Code Changes

Dates: From 1/4/2024 To 1/4/2024 Number of Days: 1/2

Total Expense: \$40.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Code update

RECEIVED

What did you learn or gain from attending this conference, training, or workshop?  
Plan Review Update

JAN 05 2024

FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Vincent Morales Department: Building

Name of Event: Tri-County Plumbing Inspectors Association-Commercial Plan Review

Dates: From 1/16/2024 To 1/16/2024 Number of Days: 1

Total Expense: \$30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 407 registrations.

What did you learn or gain from attending this conference, training, or workshop?

Commercial plumbing plan review MPC 2018

RECEIVED

JAN 22 2024

FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only		
Approved by Staff Supervisor:		Approved by Training Coordinator:
Signature	Date	Signature

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Robert Rea Department: Building

Name of Event: Fuel Gas

Dates: From 1/25/2024 To  Number of Days:

Total Expense: \$30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 54 Inspector registrations.

What did you learn or gain from attending this conference, training, or workshop?

Size gas lines

RECEIVED

JAN 31 2024

FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Christie McMahon Department: Treasury 

Name of Event: Cash Handling training

Dates: From 5/17/2023 To 5/17/2023 Number of Days: 1

Total Expense: \$69.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

For further training on proper cash and check processing along with recognizing counterfeit bills and checks.

What did you learn or gain from attending this conference, training, or workshop?

I learned about how and why our money is printed. How to recognize counterfeit bills and altered/legitimate checks. Some tips about organization and how to establish routines to avoid making mistakes.

RECEIVED

FEB 02 2024

FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?  
 Yes.

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty

Department: Treasury *JK*

Name of Event: BS&A Check & Deposit Reconciliation Webinar (Virtual)

Dates: From 5/23/23 To 5/23/23 Number of Days: 1

Total Expense: \$150 (team) (Total of all expenses from Expense Report less expenses not eligible for reimbursement)  
**TREA + FINANCE**

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*To get an idea of what BS&A Tools we can use, and how we should be putting in payments, to make the books as clean as possible & the recons as easy as possible.*

What did you learn or gain from attending this conference, training, or workshop?

*Several useful things, most memorably the deposit creation tool*

RECEIVED

FEB 02 2024

FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?

*Yes*

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Vanessa Stojkovich

Dept/Treasury JW

Name of Event: Introduction to Special Captures

Dates: From 8/29/2023 To 8/29/2023 Number of Days: 1

Total Expense: \$69 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

To get a better understanding of special captures and how they are used in the city.

RECEIVED

FEB 02 2024

FINANCE DEPARTMENT

What did you learn or gain from attending this conference, training, or workshop?

During this workshop they went over Downtown Development Authority, Tax Increment Financing Authority, Local Development Finance Authority, Corridor Improvement Authority and Brownfield redevelopment Authority. They covered the purpose of each one, how to get it established, the requirements, controlling board options and revenue sources.

Would you recommend that others attend this conference, training, or workshop?

Yes.

Additional Comments:

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**\*The information collected above will be reviewed by the City Manager and City Commission**

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury *JK*

Name of Event: MMTA - Intro to Special Captures (Virtual)

Dates: From 8/29/23 To 8/29/23 Number of Days: 1/2

Total Expense: \$69 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*To get an overview of how "Special Capture" Districts (i.e. DDAs, BRA's) work.*

What did you learn or gain from attending this conference, training, or workshop?

*Distinguishing features of different types of special capture districts.*

RECEIVED

FEB 02 2024

Would you recommend that others attend this conference, training, or workshop?

FINANCE DEPARTMENT

*Yes*

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:	Approved by Training Coordinator:		
Signature	Date	Signature	Date

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury *JH*

Name of Event: BS&A Financial Management (FM) User Group (Bath, MI)

Dates: From 9/14/23 To 9/14/23 Number of Days: 1

Total Expense: \$0 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*A chance to learn about the software programs I use daily from the programmers who wrote them.*

What did you learn or gain from attending this conference, training, or workshop?

*A collection of tips & tricks for the BS&A modules that I use most.*

RECEIVED

FEB 02 2024

Would you recommend that others attend this conference, training, or workshop?

FINANCE DEPARTMENT

*Yes*

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury

Name of Event: MMTA Fall Conference (Virtual)

Dates: From 9/25/23 To 9/27/23 Number of Days: 2.5

Total Expense: \$399 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*Staying up-to-date on the landscape of treasury work in Michigan.*

What did you learn or gain from attending this conference, training, or workshop?

*A wide variety of Subjects - from HR to AI, with a heavy focus on avoiding fraud and scammers.*

RECEIVED

Would you recommend that others attend this conference, training, or workshop?

*FEB 02 2024*

*Yes*

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Vanessa Stojkovski

Department: Treasury 

Name of Event: MMTA Fall Conference

Dates: From 9/25/2023 To 9/27/2023 Number of Days: 3

Total Expense: \$449 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

I attended this conference to further improve my knowledge within the Treasury Department and keep myself up to date with the day to day changes.

What did you learn or gain from attending this conference, training, or workshop?

During this conference we learned about the different types of counterfeit and cyber-enabled financial fraud. How to prepare funding for large projects. Different types of human resource topics. We covered State of Michigan Treasury and tax updates. We also covered different types of fraud within an organization.

RECEIVED

FEB 02 2024

Would you recommend that others attend this conference, training, or workshop?

Yes.

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: James Dunstan

Department: Treasury *JH*

Name of Event: BSA Utility Billing User Group meeting

Dates: From 9/26/23 To 9/26/23 Number of Days: 1

Total Expense: \$0 (WED) (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*Asked to by dept. head*

What did you learn or gain from attending this conference, training, or workshop?

*Further understanding of UB functionality and processes*

RECEIVED

FEB 02 2024

Would you recommend that others attend this conference, training, or workshop?

*If using UB, yes.*

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only

Approved by Staff Supervisor:

Signature

Date

Approved by Training Coordinator:

Signature

Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Dave Scherger

Department: Treasury 

Name of Event: BS&A Utility Billing User Group Meeting (Web-Based)

Dates: From 9/26/2023 To 9/26/2023 Number of Days: 1

Total Expense: (W 62) zero (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

General refresher of procedures in UB.

What did you learn or gain from attending this conference, training, or workshop?

I learned some new features of the UB program which are not currently used by the city but may be useful in future.

RECEIVED

FEB 02 2024

Would you recommend that others attend this conference, training, or workshop?

I would, especially for those who may not be everyday users of the BS&A UB program.

FINANCE DEPARTMENT

Additional Comments:

I feel it would be more beneficial to have separate 1-2 hour trainings on individual topics.

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury *JK*

Name of Event: Oakland County Treasurer's Association (OCTA) Lunch & Learn  
(Milford, MI)

Dates: From 10/5/2023 To 10/5/2023 Number of Days: 1

Total Expense: \$20 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*To learn about how other Oakland County Municipalities do their investments, for comparison purposes*

What did you learn or gain from attending this conference, training, or workshop?

*Getting to know other people working in treasury positions in Oakland County, bank liaisons, etc.*

RECEIVED

Would you recommend that others attend this conference, training, or workshop?

*FEB 02 2024*

*Yes*

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury *W/K*

Name of Event: MMTA - Tax Collection from Start to Strike (Virtual)

Dates: From 10/17/23 To 10/17/23 Number of Days: 1/2

Total Expense: \$69 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*To get a better understanding of what happens to delinquent taxes after they are transferred to Oakland County at the end of <sup>February</sup> every year.*

What did you learn or gain from attending this conference, training, or workshop?

*The above, plus a good bird's eye view of the whole annual tax cycle at the city.*

RECEIVED

Would you recommend that others attend this conference, training, or workshop?

FEB 02 2024

FINANCE DEPARTMENT

*Yes*

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Chris Hefty Department: Treasury *✓/B*

Name of Event: BS & A Utility Billing User Group (Bath, MI)

Dates: From 10/19/23 To 10/19/23 Number of Days: 1

Total Expense: \$0 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

*To gain more familiarity with the more obscure features of the software I use every day.*

What did you learn or gain from attending this conference, training, or workshop?

*Several tips & tricks, plus a better understanding of the billing process that Dave usually does.*

Would you recommend that others attend this conference, training, or workshop?

*Yes*

RECEIVED

FEB 02 2024

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only		
Approved by Staff Supervisor:	Approved by Training Coordinator:	
Signature	Date	Signature
		Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Todd Fenton

Department: City Mgr / Econ. Dev.

Name of Event: 2024 ICSC Volunteer Leadership Summit

Dates: From 1/30/2024 To 1/31/2024 Number of Days: 2

Total Expense: \$687.90 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

In 2022, I was approached by ICSC Michigan's leadership about becoming ICSC Michigan's Community Advancement Chair. This volunteer position leads efforts to promote the importance of public and private sector collaboration and public sector engagement in the retail marketplaces industry. This was my second year as Community Advancement Chair, and this was the second volunteer summit I have attended. As a Chair, ICSC covered my hotel stay on January 30, 2024.

What did you learn or gain from attending this conference, training, or workshop?

Essentially, January 31st was akin to a day of strategic planning, which I found to be engaging and intellectually challenging. Working with retail professionals at the top of their profession from across the country allowed us to identify common problems faced by all (the decline of brick and mortar retail; the push to turn office and shopping centers into other uses; the need for government to be at the table to facilitate new developments and/or to repurpose old assets), as well as some issues that were more regional in nature (for example, turning office buildings into housing). I remain very encouraged that ICSC is committed to growing its partnership with the public sector and emphasizing the need for public/private collaborations. In breakout sessions with members of the Michigan Marketplace, we had some fruitful conversations about the future of economic development in Michigan and the need for the public and private sectors to collaborate even more. I am excited about the future of ICSC Michigan, and am honored to be able to bring the perspective of the public sector to its membership.

Would you recommend that others attend this conference, training, or workshop?

If given the opportunity to serve in a like role, absolutely.

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FEB 06 2024

FINANCE DEPARTMENT

Additional Comments:

For Police Department Use Only			
Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature		Date	Signature
			Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Vincent Morales Department: Building

Name of Event: Tri-County Plumbing Inspectors Association-Uponor Aquasafe Residential Fire Systems

Dates: From 2/2024 To 2/20/2024 Number of Days: 1

Total Expense: \$80.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 407 registrations.

What did you learn or gain from attending this conference, training, or workshop?  
Uponor Aquasafe Residential Fire Systems

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Would you recommend that others attend this conference, training, or workshop?  
Yes

Additional Comments:

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Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Signature

*\*The information collected above will be reviewed by the City Manager and City Commission*

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Alayna Brasch Department: City Manager's Office

Name of Event: 2024 Michigan Municipal Executives Winter Conference

Dates: From 1/29/2024 To 2/1/2024 Number of Days: 4.00

Total Expense: \$966.81 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Very Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Very Good  Average  Poor

Why did you attend this conference, training, or workshop?

I attended this conference for purposes related to networking and learning from and about Michigan City Managers and the challenges they face.

What did you learn or gain from attending this conference, training, or workshop?

I met many other people from the field, and learned new skills related to working in and running a City Manager's office. Lots of professional development opportunities.

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FEB 27 2024

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Would you recommend that others attend this conference, training, or workshop?

Yes.

Additional Comments:

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Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Lisa Genord Department: Finance

Name of Event: Michigan Association of Public Retirement Systems (MAPERS) One-Day Seminar

Dates: From 2/29/2024 To 2/29/2024 Number of Days: 1.00

Total Expense: None (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Very Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Very Good  Average  Poor

Why did you attend this conference, training, or workshop?

I feel that training seminars / events / webinars are valuable and provide an opportunity to gain additional knowledge and understanding to better do my job. This was the first MAPERS seminar that I have attended in the 5 years that I have worked with the City.

What did you learn or gain from attending this conference, training, or workshop?

There were 6 different sessions conducted during this one-day seminar that discussed retirement system investment opportunities with real estate, emerging markets and corporate credit. Other sessions included actuary hot topics, Michigan legislative updates and retirement adequacy in the public sector. Each session was informative and helped me to "connect the dots" with my existing knowledge as well as informed me of retirement system best practices and overall economic market and investment trends.

Would you recommend that others attend this conference, training, or workshop?

Yes I would recommend this seminar for any employees or trustees who are involved with the City's Retirement System.

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Additional Comments:

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Approved by Staff Supervisor:		Approved by Training Coordinator:	
Signature	Date	Signature	Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Todd Fenton Department: City Mgr / Econ. Dev.

Name of Event: Michigan Municipal League CapCon 2024

Dates: From 3/12/2024 To 3/13/2024 Number of Days: 2

Total Expense: \$657.15 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

The City of Royal Oak is a member of the Michigan Municipal League (MML), and CapCon is one of its signature events. I attended this conference with four city commissioners. General sessions will highlight the MML's legislative priorities, in addition to the latest conversations around economic development, housing, infrastructure, the key aspects of Governor Whitmer's budget, and affordable/attainable housing. I was also able to meet and discuss policy issues with two of the city's representatives in the State House.

What did you learn or gain from attending this conference, training, or workshop?

Three key topics were front and center: increasing and protecting revenue sharing, restoring local resources (i.e. easing the local government's burden in providing property tax relief for disabled veterans), and affordable housing. I was also able to learn about the new short term rental legislation in the House, which is consistent with the commission's stated priorities. One fascinating breakout session detailed the state's laws pertaining to tobacco and how municipalities through the state's preemption law are really handcuffed when it comes to regulating tobacco. I was unaware. Overall, I enjoyed the conference and learned a lot of best practices from other cities during CapCon's numerous networking opportunities.

Would you recommend that others attend this conference, training, or workshop?

Yes, especially elected officials or city management.

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MAR 18 2024

FINANCE DEPARTMENT

Additional Comments:

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Approved by Staff Supervisor:	Approved by Training Coordinator:		
Signature	Date	Signature	Date

*\*The information collected above will be reviewed by the City Manager and City Commission*

**CITY OF ROYAL OAK**  
**TRAINING EVALUATION FORM**

Name: Vincent Morales Department: Building

Name of Event: Tri-County Plumbing Inspectors Association-Benefits of a FOG program

Dates: From 3/19/2024 To 3/19/2024 Number of Days: 1

Total Expense: \$30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

Exceptional  Good  Average  Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

Exceptional  Good  Average  Poor

Why did you attend this conference, training, or workshop?

Required training to maintain State of Michigan Public Act 407 registrations.

What did you learn or gain from attending this conference, training, or workshop?

Benefits of a FOG program(Fats, Oils, Grease) for Municipal Sewer Cities.

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FINANCE DEPARTMENT

Would you recommend that others attend this conference, training, or workshop?

Yes

Additional Comments:

For Police Department Use Only	
Approved by Staff Supervisor:	Approved by Training Coordinator:
Signature	Date

\*The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

## City of Royal Oak Investment Portfolio

ISSUER	TYPE	PURCH. DATE	MATURITY DATE	RATE	No of days	Investments	Annualized Interest	Principal + Interest	Investments
CIBC	CD	4/18/23	4/16/24	4.50%	364	2,046,850.01	92,108.25	2,138,958.26	2,046,850.01
CIBC	CD	11/17/22	5/17/24	4.20%	547	1,110,703.67	46,649.55	1,157,353.22	1,110,703.67
CIBC	CD	11/17/22	5/17/24	4.20%	547	1,110,703.67	46,649.55	1,157,353.22	1,110,703.67
CIBC	CD	12/2/22	6/3/24	4.20%	549	2,011,486.36	84,482.43	2,095,968.78	2,011,486.36
CIBC	CD	6/7/23	6/6/24	5.20%	365	2,045,555.55	106,368.89	2,151,924.44	2,045,555.55
CIBC	CD	12/16/22	6/17/24	4.30%	549	1,098,690.57	47,243.69	1,145,934.26	1,098,690.57
CIBC	CD	7/10/23	7/10/24	5.25%	366	2,055,951.06	107,937.43	2,163,888.49	2,055,951.06
PNC Bank	CD	2/23/24	8/20/24	4.25%	179	787,839.82	33,483.19	821,323.01	787,839.82
Citizens State Bank	CD	2/22/24	8/26/24	5.10%	186	1,000,000.00	51,000.00	1,061,440.41	1,000,000.00
Flagstar Bank	CD	2/23/24	8/26/24	5.15%	185	2,087,058.33	107,483.50	2,194,541.83	2,087,058.33
CIBC	CD	9/19/23	9/18/24	5.40%	365	1,104,462.54	59,640.98	1,164,103.52	1,104,462.54
CIBC	CD	9/19/23	9/18/24	5.40%	365	1,105,998.42	59,723.91	1,165,722.33	1,105,998.42
PNC Bank	CD	3/24/24	9/19/24	4.75%	179	791,427.10	37,592.79	829,019.89	791,427.10
First Merchants Bank	CD	9/19/23	9/19/24	5.25%	366	2,197,238.77	115,355.04	2,312,593.81	2,197,238.77
First Merchants Bank	CD	9/19/23	9/19/24	5.25%	366	2,197,238.77	115,355.04	2,312,593.81	2,197,238.77
Citizens State Bank	CD	4/3/23	10/3/24	4.50%	549	509,798.15	22,940.92	532,739.07	509,798.15
CIBC	CD	10/2/23	10/1/24	5.45%	365	1,142,769.89	62,280.96	1,205,050.85	1,142,769.89
CIBC	CD	10/6/23	10/7/24	5.45%	367	2,080,130.50	113,367.11	2,193,497.61	2,080,130.50
CIBC	CD	10/6/23	10/7/24	5.45%	367	1,279,331.89	69,723.59	1,349,055.48	1,279,331.89
CIBC	CD	11/16/23	11/15/24	5.40%	365	2,090,852.26	112,906.02	2,203,758.28	2,090,852.26
CIBC	CD	11/20/23	11/19/24	5.40%	365	2,332,601.43	125,960.48	2,458,561.91	2,332,601.43
Citizens State Bank	CD	12/6/23	12/6/24	5.20%	366	523,954.27	27,245.62	551,199.89	523,954.27
Huntington	CD	12/11/23	12/10/24	3.050%	365	1,051.33	32.07	1,083.40	1,051.33
Flagstar Bank	CD	12/21/23	12/19/24	5.00%	364	426,309.13	21,315.46	447,624.59	426,309.13
PNC Bank	CD	1/2/24	6/29/24	4.75%	179	525,039.65	24,939.38	549,979.03	525,039.65
PNC Bank	CD	1/2/24	6/29/24	4.75%	179	766,516.84	36,409.55	802,926.39	766,516.84
Citizens State Bank	CD	2/6/24	2/6/25	5.00%	366	1,055,440.41	52,772.02	1,108,212.43	1,055,440.41
Flagstar Bank	CD	3/21/24	3/20/25	5.14%	364	2,119,128.01	108,923.18	2,228,051.19	2,119,128.01
Citizens State Bank	CD	2/23/24	4/16/25	5.05%	418	1,061,440.41	53,602.74	1,115,043.15	1,061,440.41

### Huntington Investments, brokered

Dreyfus Cash Mgt	MM	32/1/2024	month end	4.79%	31	3,065.48	146.84	3,212.32	3,065.48
General Motors, 465k	CP	3/5/2024	06/11/24	5.51%	98	458,226.65	25,225.38	483,452.03	458,226.65
General Motors, 546k	CP	3/20/24	06/26/24	5.54%	98	538,003.48	29,783.87	567,787.35	538,003.48
JPMChase NA	CD	1/29/21	1/29/26	0.50%	1,826	1,000,000.00	5,000.00	1,005,000.00	1,000,000.00
Synchrony Bank	CD	8/27/21	9/3/24	0.55%	1,103	1,000,000.00	5,500.00	1,005,500.00	1,000,000.00
USTreasury Bill, 531k	USTN	11/9/23	5/9/24	0.00%	182	517,139.93	-	517,139.93	517,139.93
USTreasury Bill, 848k	USTB	12/19/23	4/16/24	0.00%	119	833,949.91	-	833,949.91	833,949.91
USTreasury Bill, 1,017m	USTB	1/1/24	4/30/24	0.00%	120	999,804.65	-	999,804.65	999,804.65
USTreasury Bill, 549k	USTB	2/2/24	5/28/24	0.00%	116	540,048.86	-	540,048.86	540,048.86
USTreasury Bill, 1,3285m	USTN	3/12/24	6/25/24	5.25%	105	1,308,788.93	68,711.42	1,377,500.35	1,308,788.93
USTreasury Bill, 1019m	USTB	3/19/24	7/16/24	5.26%	119	1,001,821.36	52,685.79	1,054,507.15	1,001,821.36
USTreasury Note, 1012k	USTN	10/25/21	5/15/24	0.25%	933	1,002,393.91	2,505.98	1,004,899.89	1,002,393.91
FedHomeLoanBank	USGB	8/19/21	11/19/24	0.50%	1,188	2,000,000.00	10,000.00	2,010,000.00	2,000,000.00
FedHomeLoanBank	USGB	8/27/21	9/23/24	0.55%	1,123	1,000,000.00	5,500.00	1,005,500.00	1,000,000.00
Federal Farm Cr Bk	USGB	8/11/23	7/24/25	5.33%	713	523,000.00	27,875.90	550,875.90	523,000.00

### Robinson Capital, brokered

Huntington Conservative	C/CE	3/1/24	3/31/24	4.62%	31	-	-	-	-
Federated Treas Oblig Fund	C/CE	3/1/24	3/31/24	5.17%	31	334,296.61	17,283.13	351,579.74	334,296.61
Bloomfield Charter, 110	MuniB	9/14/22	5/1/25	1.942%	960	104,143.60	2,022.47	106,166.07	104,143.60
Chippewa Valley Schls,100	MuniB	12/19/22	5/1/27	1.181%	1,594	87,154.00	1,029.29	88,183.29	87,154.00
Clarkston Com Schls,100	MuniB	12/23/22	5/1/26	1.942%	1,225	92,200.00	1,790.52	93,990.52	92,200.00
Clawson Schls,100	MuniB	12/2/22	5/1/27	3.650%	1,611	95,012.00	3,467.94	98,479.94	95,012.00
Dearborn MI Sch Dist, 100	MuniB	11/1/22	5/1/27	1.363%	1,642	85,808.00	1,169.56	86,977.56	85,808.00
FedHome Loan Bank, 300	Agency	10/26/22	12/21/26	1.25%	1,517	265,270.94	3,315.89	268,586.83	265,270.94
FedHome Loan Bank, 450	Agency	9/8/22	9/13/24	3.50%	736	449,185.50	15,721.49	464,906.99	449,185.50
FedHome Loan Bank, 400	Agency	10/7/22	9/11/26	4.250%	1,435	398,903.20	16,953.39	415,856.59	398,903.20
FedHome Loan Bank, 325	Agency	10/5/22	9/10/27	4.125%	1,801	326,066.00	13,450.22	339,516.22	326,066.00
FedHome Loan Bank, 325	Agency	1/13/24	12/13/24	4.625%	335	326,807.00	15,114.82	341,921.82	326,807.00

## City of Royal Oak Investment Portfolio

ISSUER	TYPE	PURCH. DATE	MATURITY DATE	RATE	No of days	Investments	Annualized Interest	Principal + Interest	Investments
FedHome Loan Bank, 325	Agency	10/5/22	12/10/27	4.250%	1,892	332,915.20	14,148.90	347,064.10	332,915.20
FedHome Loan Bank, 300	Agency	10/5/22	6/14/24	4.875%	618	300,601.33	14,654.31	315,255.64	300,601.33
Fed Farm Credit, 400	Agency	9/26/22	9/15/27	3.375%	1,815	384,678.92	12,982.91	397,661.83	384,678.92
Fed Farm Credit, 400	Agency	9/28/22	9/30/25	4.250%	1,098	399,388.00	16,973.99	416,361.99	399,388.00
Fed Farm Credit, 400	Agency	9/30/22	9/30/25	4.250%	1,096	399,584.00	16,982.32	416,566.32	399,584.00
Fed Farm Credit, 400	Agency	10/12/22	10/19/26	4.250%	1,468	398,760.00	16,947.30	415,707.30	398,760.00
Fed Farm Credit, 400	Agency	10/13/22	10/20/25	4.500%	1,103	399,956.00	17,998.02	417,954.02	399,956.00
Fed Farm Credit, 400	Agency	10/20/22	7/27/26	4.500%	1,376	397,312.00	17,879.04	415,191.04	397,312.00
Fed Farm Credit, 300	Agency	11/1/22	10/27/27	4.375%	1,821	300,347.96	13,140.22	313,488.18	300,347.96
Fed Farm Credit, 300	Agency	11/22/22	11/18/24	4.500%	727	298,812.00	13,446.54	312,258.54	298,812.00
Fed Farm Credit, 300	Agency	2/16/24	2/13/29	4.125%	1,824	298,473.00	12,312.01	310,785.01	298,473.00
Fed Farm Credit, 325	Agency	2/21/23	8/21/24	4.875%	547	324,870.00	15,837.41	340,707.41	324,870.00
Fed Farm Credit, 325	Agency	3/1/23	12/1/27	4.125%	1,736	323,836.50	13,358.26	337,194.76	323,836.50
Fed Farm Credit, 300	Agency	3/28/23	3/28/25	4.000%	731	299,949.00	11,997.96	311,946.96	299,949.00
Fed Farm Credit, 325	Agency	5/1/23	4/26/27	3.875%	1,456	325,737.75	12,622.34	338,360.09	325,737.75
Fed Farm Credit, 225	Agency	12/19/23	12/15/28	4.250%	1,823	227,517.75	9,669.50	237,187.25	227,517.75
Fed Farm Credit, 325	Agency	1/30/24	1/18/29	4.250%	1,815	322,530.00	13,707.53	336,237.53	322,530.00
Fed Farm Credit, 300	Agency	9/28/23	9/28/27	4.625%	1,461	298,842.00	13,821.44	312,663.44	298,842.00
Fed Farm Credit, 250	Agency	10/13/23	10/13/27	4.750%	1,461	249,766.81	11,863.92	261,630.73	249,766.81
FedHome Loan Bank, 300	Agency	11/17/22	6/12/26	5.75%	1,303	315,066.41	18,116.32	333,182.73	315,066.41
Fannie Mae, 300	Agency	10/26/22	4/22/25	0.625%	909	272,952.00	1,705.95	274,657.95	272,952.00
Grand Rapids-Tx, 150	MuniB	9/16/22	1/1/25	0.94%	838	139,845.00	1,315.94	141,160.94	139,845.00
L'Anse Cruese, 150	MuniB	10/19/22	5/1/25	0.876%	925	136,203.00	1,193.14	137,396.14	136,203.00
Michigan State Bldg, 150	MuniB	10/26/22	10/15/26	1.116%	1,450	130,011.00	1,450.92	131,461.92	130,011.00
Michigan St Hsg Dev, 150	MuniB	3/30/23	4/1/27	5.357%	1,463	150,000.00	8,035.50	158,035.50	150,000.00
UST note, 325	USTN	2/14/24	1/31/29	4.000%	1,813	321,140.63	12,845.63	333,986.26	321,140.63
Univ of Michigan, 100	MuniB	10/27/22	4/1/25	2.966%	887	96,189.00	2,852.97	99,041.97	96,189.00
West Ottawa Schls,100	UTGO	12/13/22	11/1/25	1.060%	1,054	90,717.00	961.60	91,678.60	90,717.00

**Investments Total** **61,892,661.08**

		Current Interest	Checking and Savings Account
Chase, JPMorgan	Chk	AP check'g	3,996.47
Chase, JPMorgan	Chk	Auto	288.56
Huntington	Chk	Pooled	*
Huntington	Chk	Pooled AP	*
Huntington	Chk	Auto	*
Huntington	Chk	Trust/tax	*
Huntington	Chk	Payroll	*
Huntington	Chk	Farm Mkt	*
Huntington	Chk	IceArena	*
MI Class		Inv/Savings-Tax	5.402%
MI Class		Inv/Savings-pooled	5.402%
MI Class Edge		Inv/Savings-pooled	5.383%
PNC Bank	MM	Ambulance	3.09%

**Checking/Savings Total** **49,844,164.47**

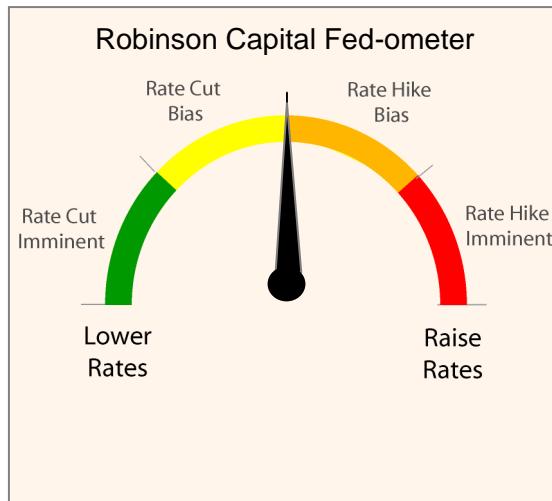
**Total Investments & Bank Balance** **61,892,661.08** **2,806,444.80** **64,489,670.62** **111,736,825.55**

\* checking accounts generally earn zero interest or an under-market rate

# Short-Term Bond Strategies

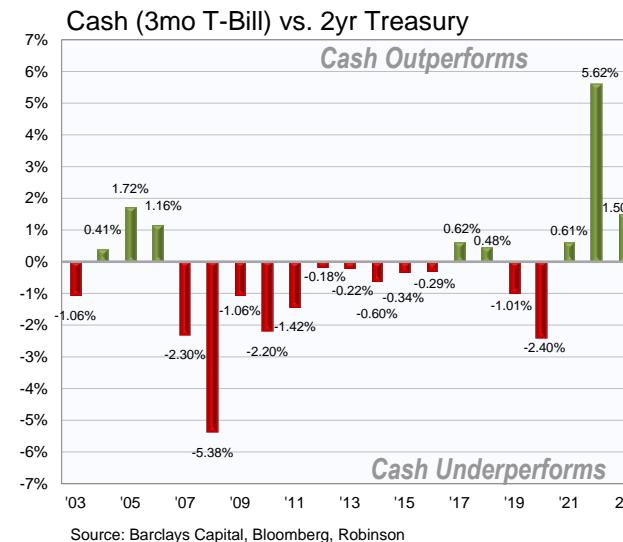
March 2024

## Federal Reserve Stance



March was much like February in that the bond market continued to adjust downward the number of interest rate cuts priced in for 2024, and also further delaying when it expects those cuts to begin. Low unemployment figures combined with strong GDP growth and still elevated inflation numbers are likely to prevent the Federal Reserve from cutting rates in the immediate near-term, barring an unforeseen "event".

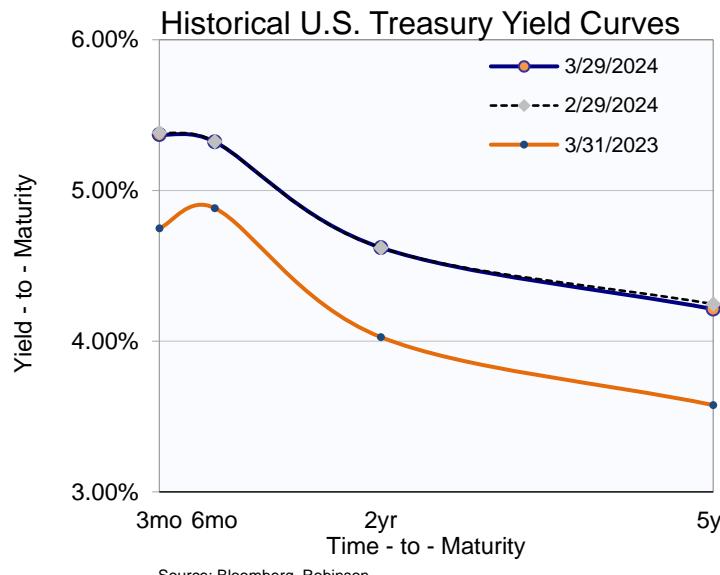
## Performance



Cash continues to outperform the 2-Year Treasury over the last year.

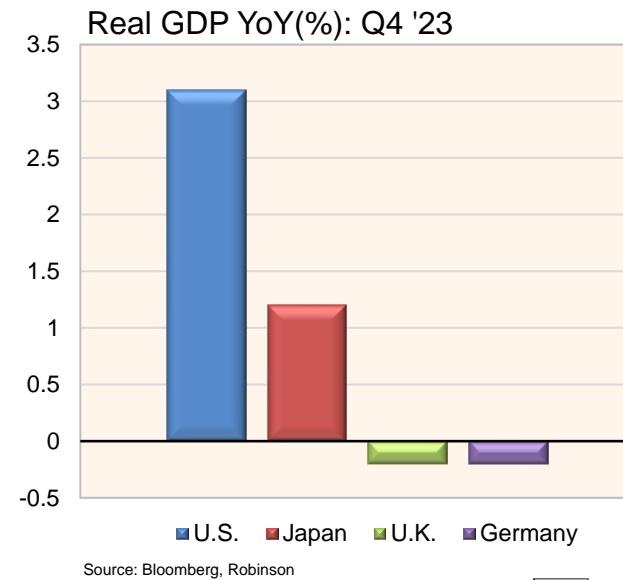
Returns	March	1yr
3mT-Bill	0.45%	5.35%
2y Tsy	0.34%	2.40%

## Yield Curve



Interest rates basically ended March exactly where they began it. The yield curve remains deeply inverted as the market prices in substantial interest rate cuts.

## Graph of the Month



Recently, we have highlighted the globalized economy and how inflation and interest rates in the United States often move with those of the other largest economies in the world. However, when large divergences do occur, they are worth pointing out. In terms of Real (inflation adjusted) GDP growth, the U.S. is far outpacing other major economies highlighting the relative strength of the U.S. economy.

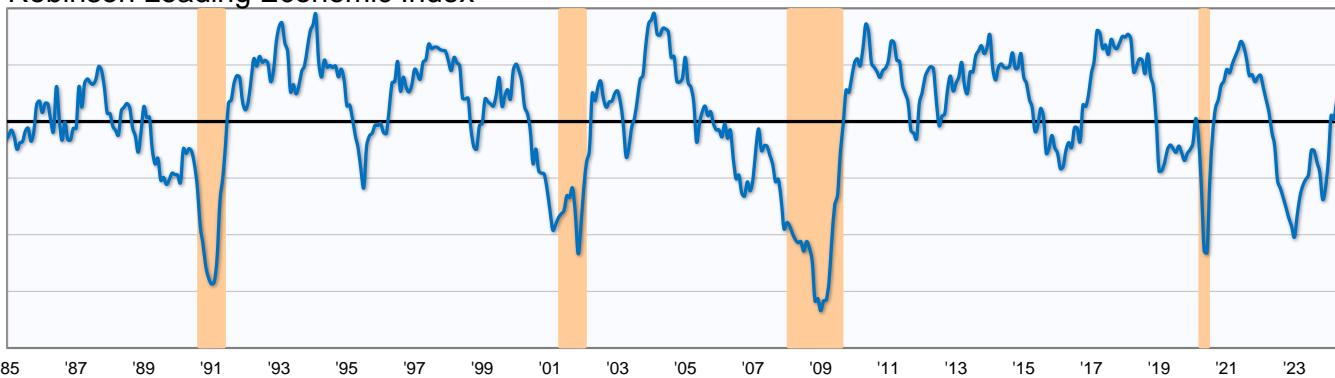
## Economic Comments

- Market Review:** The Robinson Leading Economic Index sits in expansionary territory thanks to strong manufacturing reports and improving data (off decade lows) across consumer confidence and housing metrics. Historically, the low readings the Robinson L.E.I. produced over the last 18 months has always indicated an imminent recession. With the Index strongly improving, it is fair to wonder if a "soft landing" has been achieved. Regarding many time tested variables, that would mean this time truly is different; however, it rarely is.
- Inflation:** Despite the steady decline in the inflation rate over the last 18 months, small businesses still report that inflation and labor costs remain the biggest problems they face today. The fluctuating costs throughout the supply chain from raw materials to transportation to storage has made long-term decision making much more difficult. Coupled with the rising costs of labor and declining availability of quality workers, this has been an unwelcome change to business owners who faced none of these challenges for decades. Importantly, the following are items that small businesses are saying are *not* among their chief problems: poor sales, interest rates and big businesses.
- Employment:** The labor market continues to detox from the excesses of the post-COVID reshuffling evidenced by the sustained decline in the quit rate over the last 18 months. Employees are more likely to quit their current job when they feel comfortable and secure about their future and other employment opportunities are plentiful. Job openings are following a similar path and, while they sit above historic averages, the trend is clearly falling.

## Robinson Leading Economic Index



## Robinson Leading Economic Index



## Inflation or Labor Costs: #1 Problem



## Job Quit Rate



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## CITY COMMISSION AGENDA ITEM

<b>Title</b>	Request to Schedule New Sidewalk Review – 2024 Sidewalk Improvement Program	
<b>SUBMITTING DEPARTMENT</b>	Community Development - Engineering	
<b>PRESENTER</b>	Holly Donoghue, P.E.	
<b>MEETING DATE</b>	April 22, 2024	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### EXECUTIVE SUMMARY

This is the fourth year of a six-year sidewalk improvement program throughout the city, which includes maintenance of existing sidewalks and the installation of new sidewalks where they currently do not exist. Providing and maintaining continuous sidewalks that link neighborhoods, schools, and community facilities is a primary goal of the city's master plan as well as Royal Oak's Non-Motorized Transportation Plan.

The 2024 sidewalk improvement program target area is bounded by 12 Mile Road, N. Main Street, 13 Mile Road, Greenfield Road, Webster Road, Trafford Road and Woodward Avenue (Sections 7, 8, 9).

In the 2024 target area, there are 17 locations that currently do not have public sidewalk along segments of the right-of-way. Considering the available space within the right-of-way, existing obstructions, grade elevations and overall benefit to the community, staff is recommending new sidewalks be installed at eight locations. Attachment 1 provides an overview map and a report summarizing the recommendations for each location.

Staff recommends discussing these locations at the May 13, 2024 city commission meeting to determine if new sidewalks should be installed, or if properties should be exempted from installation. Staff will notify affected property owners in advance.

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### Fiscal Impact

BUDGET SUMMARY	
<b>EXPENDITURE REQUIRED</b>	TBD
<b>AMOUNT CURRENTLY BUDGETED</b>	\$68,800 ( <i>remaining budget for city-funded new sidewalks</i> )
<b>BUDGET AMENDMENT REQUIRED</b>	n/a
<b>FUNDING SOURCE/ GL NUMBER</b>	203.901.81401.CAP2402
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**OTHER FISCAL IMPACTS:** (Select all that apply.)

Of the potential 17 locations, staff is recommending new sidewalk be installed at eight locations, which would be billed to the adjacent property owners. Two of the eight locations are adjacent to city property, and therefore new sidewalk would be funded directly from the city's local road fund at these two locations (#8 and #17). If staff recommendations are approved at the May 13, 2024 commission meeting, the city's cost of \$61,343 is within the allotted budget for this project.

No fiscal impact  
 Workload impact (details below)

Revenue impact (details below)  
 Operations Impact (details below)

#### **REVENUE IMPACT:**

Not applicable.

#### **WORKLOAD IMPACT:**

City staff has included quantities in the contract to install new sidewalks where directed by the city commission. Staff has the available time to mark and inspect this work.

#### **OPERATIONS IMPACT:**

Not applicable.

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#### **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

Installation of new sidewalk is in alignment with the Royal Oak Sustainability and Climate Action Plan (S-CAP) goals to continue to implement the sidewalk program (2.1.3), and to add/improve high-quality routes that service bicyclists and pedestrians community-wide (2.1.7). It also aligns with the Aging in Place Plan goal to enhance the pedestrian experience throughout the community (goal 1.2).

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#### **COMMUNITY ENGAGEMENT**

Properties who could potentially be impacted by the installation of new sidewalk will receive a notice outlining their potential cost and information about attending the May 13, 2024 commission meeting.

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#### **BOARD AND COMMISSION FEEDBACK**

Not applicable.

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#### **LEGAL COMMENTS**

#### **PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby sets the May 13, 2024 city commission meeting as the date to review and determine sidewalk exemptions**

**for properties where no sidewalk currently exists under the Royal Oak 2024 Sidewalk Improvement Program.**

**ATTACHMENTS:**

1. Report on Potential New Sidewalks Where None Currently Exist – 2024 Sidewalk Improvement Program

## 2024 Sidewalk Improvement Program

Potential Locations for New Sidewalk where None Exists



### Location Summary

#	Street:	From:	To:	Description:
1	N. Washington Avenue	Walnut Avenue	W. Houstonia Avenue	West side of road
2	Marywood Drive	W. Houstonia Avenue	La Plaza Court	East side of road
3	Mary Avenue	Marywood Drive	N. Lafayette Avenue	South side of road
4	Marywood Drive	Vinsetta Boulevard	Webster Road	West side of road
5	W. Webster Road	Dead End	West of Marywood Drive	South side of road
6	W. Houstonia Avenue	Vinsetta Boulevard	McDonald Avenue	South side of road
7	Lloyd Avenue	Murdock Avenue	Vinsetta Boulevard	North side of road
	Murdock Avenue	Lloyd Avenue	Vinsetta Boulevard	South side of road
8	Bonnie View Drive	W. Houstonia Avenue	Lloyd Avenue	East side of road
9	Oliver Road	Northwood Boulevard	Dead End	Both sides of road
10	Carman Avenue	Linwood Avenue	120 feet east	South side of road
11	Carman Avenue	Benjamin Avenue	Clawson Avenue	South side of road
12	Sagamore Boulevard	Woodward Avenue	Dead End	Both sides of road
13	Glenwood Road	Clawson Avenue	Linwood Avenue	South side of road
14	Maplewood Avenue	Glenwood Road	355 feet south	East side of road
15	Maplewood Avenue	Glenwood Road	340 feet north	West side of road
16	Ellen Avenue	N. Main Street	Western bend in road	North side of road
17a	Vinsetta Blvd.	at	Laurene Drive	Crosswalk across median
17b	Vinsetta Blvd.	at	Magnolia Avenue	Crosswalk across median
17c	Vinsetta Blvd.	at	Pinehurst Avenue	Crosswalk across median
17d	Vinsetta Blvd.	at	Beechwood Drive	Crosswalk across median
17e	Vinsetta Blvd.	at	N. Washington Avenue	Crosswalk across median

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 1 N. Washington <i>On the west side of N. Washington Avenue between W. Houstonia and Walnut Avenue.</i>	
<b>Addresses Affected:</b> 302 Walnut Avenue 303 W. Houstonia Avenue	
<b>Review:</b> <u>Right-of-Way:</u> Adequate space in the public right-of-way to install sidewalk (60' ROW). <u>Obstructions:</u> There is a 39" diameter tree that would need to be removed (healthy), adjacent to 303 W. Houstonia. Would need to place sidewalk at back of curb at north end to avoid utility pole and tree. <u>Grade:</u> The area has some sloped grade at south end, timber wall will be needed at ramp area. <u>Route:</u> Would complete a continuous route for the neighborhood and completes a partially installed block. <u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.	<b>Additional Notes:</b> Three properties abut this block, and sidewalk has existed at the middle property (2027 N Washington) since the 1960s. This block received an exemption in 2015. Steps in ROW at 302 Walnut would be removed.
	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>

### Photographs:



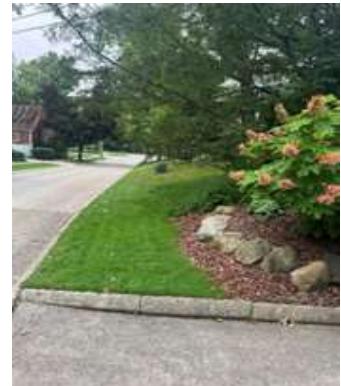
**2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist**

<b>Location:</b> 2 Marywood Drive <i>East side of Marywood Drive, between W. Houstonia Avenue and La Plaza Ct.</i>	
<b>Addresses Affected:</b> 424 W. Houstonia Avenue	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW)	<b>Additional Notes:</b> This block received an exemption in 2015.
<u>Obstructions:</u> There are two utility poles and landscaping wall in right-of-way.	
<u>Grade:</u> The area has a severe slope, retaining wall would be necessary to install sidewalk.	
<u>Route:</u> Would complete a continuous route for the neighborhood .	
<u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b>	
	
	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 3 Mary Avenue <i>South side of Mary Avenue between Marywood Drive and N. Lafayette Avenue</i>		
<b>Addresses Affected:</b> 1844 Marywood Drive 1843 N. Lafayette Avenue		
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (50' ROW)	<b>Additional Notes:</b> In 2015, the commission directed new sidewalks on the next block east (Lafayette to Washington), and exempted this block.	
<u>Obstructions:</u> (1) utility pole, guy wires and (1) 18" tree. Can work around utility pole, but would need to remove tree near driveway at 1843 Lafayette. Paver walkway at 1844 Marywood would be partly removed.	Would need to replace at least half of both residential driveways.	
<u>Grade:</u> The area has a relatively flat grade - No significant reggrading required.		
<u>Route:</u> Would complete a continuous route for the neighborhood.	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>	
<u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.		
<b>Photographs:</b>		
		
		

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 4 Marywood Drive <i>West side of Marywood Drive between Vinsetta Boulevard and Webster Road.</i>	
<b>Addresses Affected:</b> 2935 Vinsetta Boulevard 503 W. Webster Road	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW).	<b>Additional Notes:</b> This block received an exemption in 2015.
<u>Obstructions:</u> There are private paver steps and landscaping in public right-of-way.	Placing sidewalk against back of curb with a retaining wall is a potential option, but would require removal of stairway within right-of-way, and part of private landscaping.
<u>Grade:</u> The area has a severe slope, retaining wall would be necessary to install sidewalk.	
<u>Route:</u> Would complete a continuous route for the neighborhood.	
<u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around; margin-top: 10px;">    </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;">   </div>	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 5 W. Webster Road <i>South side of W. Webster Road between Marywood Drive and Dead End.</i>	
<b>Addresses Affected:</b> Vinsetta Boulevard: 2603, 2609, 2619, 2703, 2709, 2715, 2719, 2809, 2813, 2829, 2903	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW).  <u>Obstructions:</u> There are many shrubs, smaller 6" to 8" diameter trees and brush to be removed, (2) 18" trees and (1) 10" tree to remove.	<b>Additional Notes:</b> This block received an exemption in 2015.  Two properties have installed sidewalk as part of new home construction since 2015.  <u>Grade:</u> The area has a relatively flat grade. <u>Route:</u> Would complete a continuous route for the neighborhood. <u>Access:</u> The sidewalk will provide better pedestrian access to Marais Park at dead end.
	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around;">          </div>	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 6 W. Houstonia Avenue <i>On the south side of W. Houstonia Avenue between Vinsetta Boulevard and McDonald Avenue</i>	
<b>Addresses Affected:</b> 1935 McDonald Avenue 1946 Vinsetta Boulevard	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW).	<b>Additional Notes:</b> This block received an exemption in 2015.
<u>Obstructions:</u> Shrubs adjacent to 1946 Vinsetta Blvd. need overgrowth cut, stumps are on private property.	Sidewalk is partially installed along the north end of the block; installation would complete this route.
<u>Grade:</u> Fairly steep slope in walking direction, but relatively flat cross-slope.	
<u>Route:</u> Would complete a continuous route for the neighborhood.	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>
<u>Access:</u> Provides direct pathway to Northwood Elementary.	
<b>Photographs:</b>	
	
	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 7 Lloyd / Murdock <i>On the north side of Lloyd Avenue (Murdock to Vinsetta) and south side of Murdock Avenue (Lloyd to Vinsetta)</i>		
<b>Addresses Affected:</b> 2209 Vinsetta Boulevard		
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW). <u>Obstructions:</u> There are 10+ trees that would need to be removed and one utility pole. <u>Grade:</u> Some steep areas that could potentially require a retaining wall. <u>Route:</u> The sidewalk does not complete an essential route for the neighborhood. <u>Access:</u> The sidewalk is near Northwood Elementary, but access sidewalks exist along Lloyd and Murdock. This property acts as an island within the neighborhood.	<b>Additional Notes:</b> Multiple trees were planted in the right-of-way under license agreement in February 2020. Many of the trees are evergreen species which have shallower roots. This location was exempted in 2015.	
	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>	
<b>Photographs:</b>		
		
		
		

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 8 <b>Bonnie View Drive</b> <i>East side of Bonnie View Drive (Lloyd Avenue to W. Houstonia Avenue)</i>	
<b>Addresses Affected:</b> Railroad right-of-way (city) 1920 Evergreen Drive	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (70' and 55' ROW). <u>Obstructions:</u> Would need to clear minor brush / shrubs along railroad fence. <u>Grade:</u> The area has a relatively flat grade - no significant regrading required. <u>Route:</u> The sidewalk would connect existing sidewalks at each end, providing a continuous route. <u>Access:</u> Crosswalks exist to use sidewalk on west side of the road; all residential properties on east side have sidewalks adjacent.	<b>Additional Notes:</b> This area was exempted from sidewalk installation in 2015. Sidewalk would need to be placed against the back of curb to stay within city right-of-way.
	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>
<b>Photographs:</b>   	
  	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 9 Oliver Road <i>Both sides of Oliver Road (Northwood Boulevard to dead end)</i>	
<b>Addresses Affected:</b> 1620 Northwood, 1708 Bonnie View, 2325 Oliver Road	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW).	<b>Additional Notes:</b> Oliver is a gravel road. Existing sidewalk on west side terminates at first property (1708 Bonnie View); could be extended to reach 2325 Oliver. East side of road has only one property, which has sidewalk along its Northwood frontage. This block was exempted in 2015.
<u>Obstructions:</u> (2) mature evergreen trees on east side; would need to be removed if sidewalk installed.	
<u>Grade:</u> Relatively flat grade.	
<u>Route:</u> This is a non-essential route serving 3 properties.	
<u>Access:</u> The sidewalk would provide access to individual properties on a dead-end street.	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended on the <u>east</u> side, terminating at the driveway for 2325 Oliver.</b>
<b>Photographs:</b>	
	
	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 10 Carman Avenue <i>South side of Carman Avenue east of Linwood Avenue</i>	
<b>Addresses Affected:</b> 2332 Linwood Avenue	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (50' ROW).  <u>Obstructions:</u> One 32" Norway Spruce tree would need to be removed (healthy condition) and shrubs in right-of-way. <u>Grade:</u> Relatively flat grade. <u>Route:</u> The sidewalk completes a continuous route for the neighborhood. <u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.	<b>Additional Notes:</b> This area was exempted from sidewalk installation in 2015.  There is sidewalk installed along half of this block (east end).
	<b>Staff Recommendation:</b> <b>Sidewalk installation is recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around;">   </div> <div style="display: flex; justify-content: space-around;">  </div>	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 11 Carman Avenue <i>South side of Carman between Benjamin Avenue and Clawson Avenue</i>	
<b>Addresses Affected:</b> 2333 Clawson Avenue 2332 Benjamin Avenue	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (50' ROW).	<b>Additional Notes:</b> This block was exempted from sidewalk installation in 2015.
<u>Obstructions:</u> Potential impact to tree roots for 18" diameter tree.	Would need to replace parts of two driveways.
<u>Grade:</u> Steep slope at west end that would require a retaining wall.	
<u>Route:</u> The sidewalk completes a continuous route for the neighborhood.	<b>Staff Recommendation:</b>
<u>Access:</u> The sidewalk will provide better pedestrian access for the neighborhood.	<b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b>	
	
	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 12 Sagamore Boulevard <i>Both sides of road, Woodward Avenue to dead end</i>	
<b>Addresses Affected:</b> None - not feasible	
<b>Review:</b> <u>Right-of-Way:</u> There is no adequate space in the public right-of-way to install sidewalk (27' ROW).	<b>Additional Notes:</b> Sidewalk is not physically possible here.  <u>Obstructions:</u> The road takes up the full width of the right-of-way.
<u>Grade:</u> n/a	80' wide ROW was previously vacated on each side, leaving only 27' wide ROW, which is fully paved.
<u>Route:</u> n/a	
<u>Access:</u> n/a	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b>	
	
	

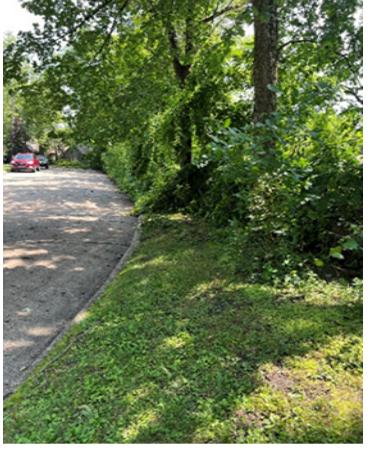
## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 13 Glenwood Road <i>South side of Glenwood Road (Clawson Avenue to Linwood Avenue)</i>	
<b>Addresses Affected:</b> 2200 W. Webster Road (School District)	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW)	<b>Additional Notes:</b> This block received an exemption in 2015.
<u>Obstructions:</u> Concrete in-filled slope at east end of block. <u>Grade:</u> Flat between Clawson and Elmhurst; very steep between Elmhurst and Linwood, would require retaining wall. <u>Route:</u> The sidewalk does complete a continuous route connecting neighborhoods.	
<u>Access:</u> Adjacent to Addams Elementary, but not critical access point (sidewalks on Linwood and Clawson lead pedestrians to school doors).	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around;">    </div> <div style="display: flex; justify-content: space-around;">   </div>	

2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 14 Maplewood Avenue <i>Along the east side of Maplewood Avenue south of Glenwood Road, adjacent to railroad</i>	
<b>Addresses Affected:</b> Railroad right-of-way (city) 1906 Glenwood Road	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (60' ROW)  <u>Obstructions:</u> Would need to remove (1) 3' diameter tree, (2) 2' diameter trees, relocate guy wires, and clear shrubs.  <u>Grade:</u> Relatively flat grade.  <u>Route:</u> The sidewalk would connect existing sidewalks at each end.  <u>Access:</u> Crosswalks exist to use sidewalk on west side of the road; all residential properties on east side have sidewalks adjacent.	<b>Additional Notes:</b> This area was exempted from sidewalk installation in 2015.  <b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around;">    </div> <div style="display: flex; justify-content: space-around;">    </div>	

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 15 Maplewood Avenue <i>Along the west side of Maplewood Avenue north of Glenwood Road, adjacent to railroad</i>	
<b>Addresses Affected:</b> Railroad right-of-way (city) 1829 Glenwood Road, 2903 Maplewood Avenue	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk. <u>Obstructions:</u> There is (1) 60" tree, (2) 18" trees and (1) 8" tree that would need to be removed and a large amount of brush. <u>Grade:</u> Very steep grade at curve in roadway, would require retaining wall. <u>Route:</u> The sidewalk would connect existing sidewalks at each end. <u>Access:</u> All residential properties have sidewalks adjacent, and sidewalk exists on opposite side of road.	<b>Additional Notes:</b> This area was exempted from sidewalk installation in 2015.  <b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b>   	
 	

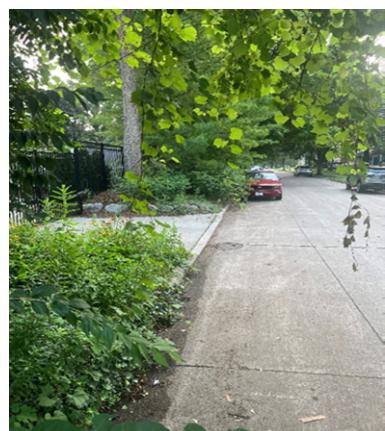
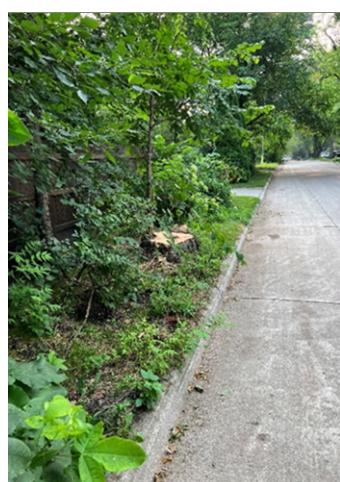
## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b> 16 Ellen Avenue <i>North side of Ellen Avenue from N. Main Street to western road bend.</i>	
<b>Addresses Affected:</b> 110 Ellen Avenue, 109 to 827 Royal Avenue (odd addresses only), 902 Hickory Avenue	
<b>Review:</b> <u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk (50' ROW).	<b>Additional Notes:</b> This block was exempted from sidewalk installation in 2015
<u>Obstructions:</u> Would need to remove 10 trees (1.5' to 4.5' diameter), relocate 5 hydrants, relocate 8 utility poles, clear brush, relocate existing guardrail.	Primarily rear-yard sidewalk except for 110 Ellen Avenue (corner property at N. Main Street).
<u>Grade:</u> The area has a relatively flat grade - no significant regrading required. <u>Route:</u> The sidewalk would complete a continuous neighborhood route. <u>Access:</u> Provides access for rear-yard properties.	<b>Staff Recommendation:</b> <b>Sidewalk installation is not recommended.</b>
<b>Photographs:</b> <div style="display: flex; justify-content: space-around;">    </div> <div style="display: flex; justify-content: space-around;">    </div>	

**2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist**

**Location: 16 Ellen Avenue (continued)**

**Photographs:**



## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

<b>Location:</b>	17 <b>Vinsetta Boulevard - Sidewalk Crossings across median</b> <i>Vinsetta Boulevard at the intersections of Laurome, Magnolia, Pinehurst, Beechwood, Washington</i>
<b>Addresses Affected:</b>	1914, 1920, 1925, 2209, 2214, 2401, 2408, 2442, 2716, 2719, 3138 Vinsetta, 2503 Marais, 2507 N. Washington
<b>Review:</b>	<b>Additional Notes:</b>
<u>Right-of-Way:</u> There is adequate space in the public right-of-way to install sidewalk	The city installed crossings across Vinsetta Blvd. south of 12 Mile Road in 2023, and staff is presenting these potential locations that are within the 2024 target area.
<u>Obstructions:</u> Potential locations were selected to avoid obstructions. At location 17c, 2442 Vinsetta has boulders in ROW that should be removed.	Crosswalks across the median exist at thru-streets (Lloyd and Marywood) and also at W. Houstonia Avenue (near Northwood Elementary). There are currently no crosswalks at T-intersections.
<u>Grade:</u> Relatively flat grade.	
<u>Route:</u> The sidewalk enhances neighborhood routes.	
<u>Access:</u> Provides pediodic locations to cross Vinsetta with ADA-compliant ramps.	<b>Staff Recommendation:</b> See below
<b>Note - photographs provided on following pages.</b>	
<b>Summary of recommendations:</b>	
17a. Vinsetta Blvd. at Laurome Drive	Recommended
17b. Vinsetta Blvd. at Magnolia Avenue	Not recommended
17c. Vinsetta Blvd. at Pinehurst Avenue	Recommended
17d. Vinsetta Blvd. at Beechwood Drive	Not recommended
17e. Vinsetta Blvd. at N. Washington Avenue	Not recommended

2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

Location: 17 Vinsetta Boulevard - Sidewalk Crossings across median (continued)

Photographs: Location 17a (Vinsetta & Laurome):



*Sidewalk provides crossing access to 12 Mile Road for pedestrians*



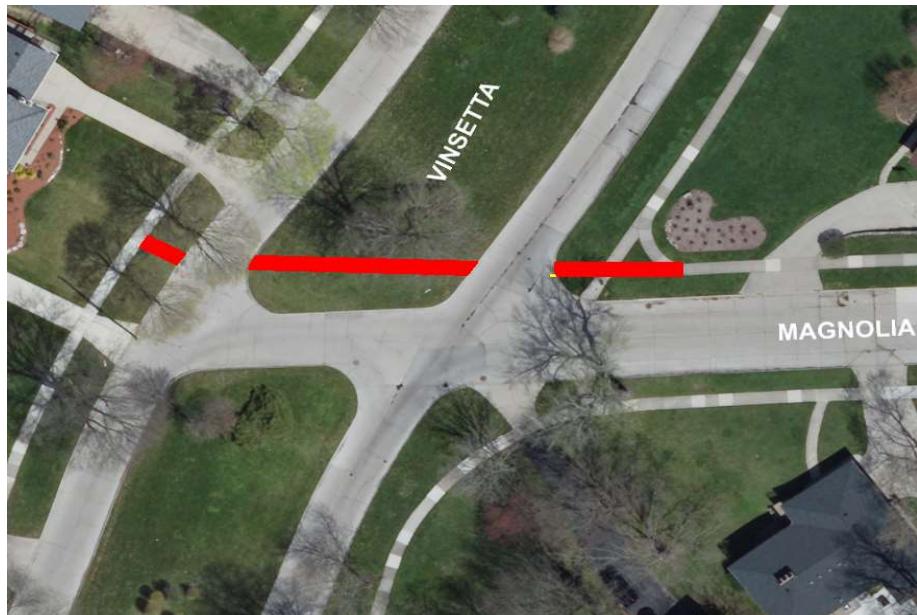
2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

Location: 17 Vinsetta Boulevard - Sidewalk Crossings across median (continued)

Photographs: Location 17b (Vinsetta and Magnolia):



Note - This location is not recommended because it does not provide access to other nearby streets in the neighborhood. To access another street, crossings are available at Crooks Road and proposed at Pinehurst / Marais.



2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

**Location:** 17 Vinsetta Boulevard - Sidewalk Crossings across median (continued)

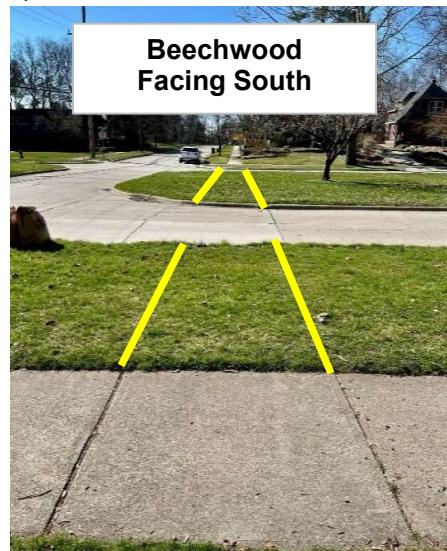
**Photographs:** Location 17c (Vinsetta and Pinehurst/Marais):



2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

Location: 17 Vinsetta Boulevard - Sidewalk Crossings across median (continued)

Photographs: Location 17d (Vinsetta and Beechwood):

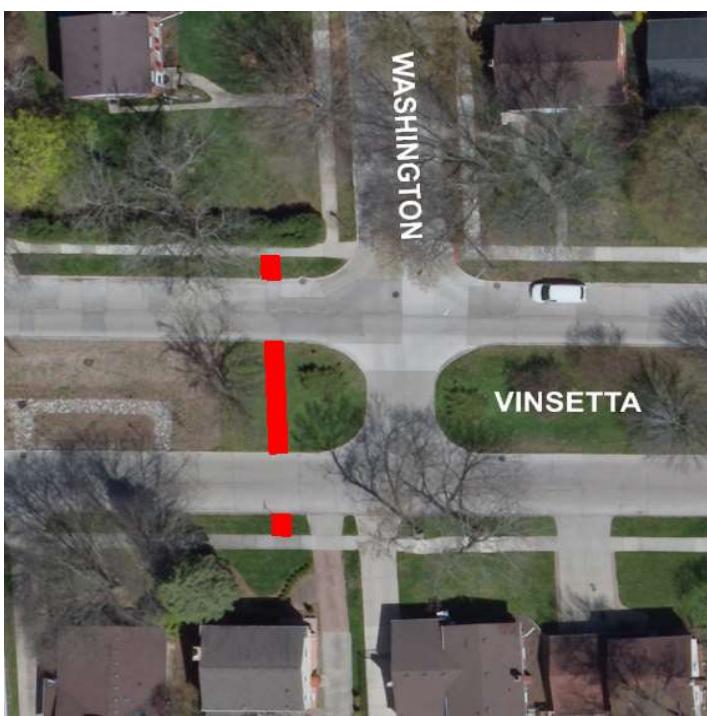


Note - This location is not recommended because it does not provide access to other nearby streets in the neighborhood. To access another street, crossings are available at Marywood and proposed at Pinehurst / Marais.

## 2024 Sidewalk Improvement Program - Report on Potential New Sidewalks Where None Currently Exist

Location: 17 Vinsetta Boulevard - Sidewalk Crossings across median (continued)

Photographs: Location 17e (Vinsetta and N. Washington):



Note - This location is not recommended because it does not provide access to other nearby streets in the neighborhood. To access another street, crossings are available at Main and Marywood.



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>March 2024 Traffic Committee Resolutions</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Community Development - Engineering</b>	
<b>PRESENTER</b>	<b>Holly Donoghue, P.E.</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### EXECUTIVE SUMMARY

The Royal Oak Citizens Traffic Committee meeting was called to order at 6:30 p.m. on Tuesday, March 26, 2024 by Chairperson Dan Godek. The minutes of this meeting are included in Attachment 1, and the backup information for the minutes is in Attachment 2.

Two resolutions are offered to make the regulatory, permanent traffic control orders in accordance with the "Uniform Traffic Code for Cities, Townships, and Villages" adopted by the commission on September 22, 2003:

- Flashing speed limit signs on Webster Road near Addams Elementary School;
- Relocation of "no parking beyond" sign on Forestdale Road to improve sight distance.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$11,000.00</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$0.00</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$11,000.00 Adjustment</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>202.473.74900</b>
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

A budget adjustment is needed to provide funds within the Major Streets – Streets Traffic Control – Sign Materials cost center to install the proposed flashing speed limit signs on Webster Road. Finance has indicated that there are unused personnel funds that can be reallocated to cover this budget adjustment.

### OTHER FISCAL IMPACTS: (Select all that apply.)

No fiscal impact  Revenue impact (details below)  
 Workload impact (details below)  Operations Impact (details below)

### WORKLOAD IMPACT:

DPS Highway Division will procure and install the proposed traffic signs near Addams Elementary, and will adjust the sign location on Forestdale Road. DPS has available staff to perform this work.

**OPERATIONS IMPACT:**

N/A

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**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

The Traffic Committee recommendations align with the city's strategic plan and S-CAP plan to provide safe transportation systems to reduce and eliminate crashes. They also align with the Aging in Place Plan goal to increase visibility of street signs.

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**COMMUNITY ENGAGEMENT**

Approximately two weeks prior to the traffic committee meeting, staff mailed notices to properties that could potentially be impacted by the agenda items. At the meeting, attendees were given the opportunity to speak to the traffic committee during public comment. Meeting attendees were also notified that these topics would be presented to the city commission at the April 22, 2024 meeting.

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**BOARD AND COMMISSION FEEDBACK**

The Royal Oak Citizens Traffic Committee has reviewed and provided recommendations as outlined in Attachment 1.

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**LEGAL COMMENTS****PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the city commission hereby approves the traffic committee's recommendation to install two (2) solar-powered sign assemblies on Webster Road near Addams Elementary which include "Speed Limit 25 MPH" R-21 signs, "School" S4-P plaques, and programmed to flash during school arrival and dismissal periods;**

**Be it further resolved, the city commission hereby approves the traffic committee's recommendation to relocate the existing "no parking beyond" sign on the west side of Forestdale Road just north of Woodward Avenue to be an additional 20 feet further to the north.**

**ATTACHMENTS:**

1. March 26, 2024 Royal Oak Citizens Traffic Committee meeting minutes

2. March 26, 2024 Royal Oak Citizens Traffic Committee agenda, previous minutes and explanation/analysis



**Citizens Traffic Committee Meeting Minutes**  
**March 26, 2024**

A regular meeting of the Royal Oak Citizens Traffic Committee was held on Tuesday, March 26, 2024, in the commission chambers at City Hall, 203 S. Troy Street, Royal Oak.

**1. Call to Order**

The meeting was called to order by Chairperson Godek at 6:30 p.m.

**2. Roll Call:**

Present

Dan Godek, Chairperson  
Carl Laubach, Vice Chairperson  
Thomas Allen  
Sean Dunlop  
Samantha Grant  
Joe Labataille  
Austin Schneider  
Clyde Esbri, Alternate

Also Present

Holly J. Donoghue, City Engineer  
Amy Kelly, Municipal Clerk III  
Jacob Theisen, Police Dept

**3. Approval of Traffic Committee Meeting Minutes of January 23, 2024**

Moved by: Thomas Allen

Supported by: Carl Laubach

Motion adopted unanimously

**4. Public Comment**

Chairperson Godek opened the floor to public comment. No one came forward.

**5. Rescheduled Items/Old Business**

**5.A Results of January Traffic Committee Recommendations to city commission**

Staff brought the January 23, 2024 Citizens Traffic Committee recommendations to the February 12, 2024 commission meeting. The city commission approved all items as recommended by the traffic committee.

## 6. Agenda Items

### 6.A Request to install flashing school signs for Addams Elementary

The Royal Oak School District requested the installation of electronic school zone signage on Webster Avenue adjacent to Addams Elementary. They have noticed unsafe driving during student drop-off and dismissal.

The findings of the Staff Traffic Committee were presented by Holly Donoghue, P.E.

Chairperson Godek opened the floor to those interested in speaking on this issue:

- Graham Walker of 2503 Woodland – stated the sign would be an additional sign on the side of his house (existing yellow cross walk sign), however he was ok with it and in addition to the extra sign he recommends no parking between Woodland and Linwood because the parked cars are obstructing sight distance for pedestrians crossing there.
- Tim Boyers, Principle of Addams Elementary School – stated that there are many pick-up and drop-off challenges, he agree the parked cars are a safety hazard. Crossing guards have told him cars are running the traffic light. He is in favor of the signs.

Chairperson Godek closed public comment.

- Chairperson Godek noted that the parking could be looked at, but should be discussed separately from this issue.
- Ms. Donoghue noted that parking on Webster between Woodland and Linwood was recently studied, and that we typically require one year before studying a location again. The resident should submit his request using the traffic committee request form online.

**The Traffic Committee recommends adopting the staff recommendation to install two (2) solar-powered sign assemblies on Webster Road near Addams Elementary which include “Speed Limit 25 MPH” R-21 signs, “School” S4-P plaques, and programmed to flash during school arrival and dismissal periods.**

Estimated cost: \$11,000

Moved by: Carl Laubach  
Supported by: Thomas Allen

Motion adopted unanimously

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### 6.B Request to improve site distance on Forestdale Road near Woodward Avenue

A request was received from Lauren Ayles of 805 Forestdale Road requesting that some on-street parking spaces be removed from the north side of Forestdale Road near Woodward. She notes that these vehicles block the sight line of oncoming traffic in both directions due to the road curvature. She also notes that it is difficult to turn onto Woodward Avenue from Forestdale Road due to business parking in the Woodward right-of-way south of Forestdale Road.

The findings of the Staff Traffic Committee were presented by Holly Donoghue, P.E.

Chairperson Godek opened the floor to those interested in speaking on this issue:

- Lauren Ayles of 805 Forestdale – stated she agrees with the changes. She noted that several large white vans park in 3 to 5 spots on the street closest to Woodward, and their height makes it harder to see vehicles. She also noted that cars turning from Woodward often turn into middle of road because they know they curve is coming up, which can cause a traffic conflict.

Chairperson Godek closed public comment.

**The Traffic Committee recommends adopting the staff recommendation to relocate the existing “no parking beyond” sign on the west side of Forestdale Road just north of Woodward Avenue to be an additional 20 feet further to the north.**

Estimated cost: \$300

Moved by: Joe Labataille

Supported by: Thomas Allen

Motion adopted unanimously

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## **7. Information Only Items**

Ms. Donoghue noted that the next scheduled meeting is the day after memorial day and wanted to confirm that there would not be several members absent. The committee agreed to keep the meeting as scheduled on May 28, 2024.

Samantha Grant noted that this will be her last Traffic Committee meeting as she has accepted an engineer position with the city.

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## **8. Adjourn**

Upon the motion of Thomas Allen, seconded by Sean Dunlop, and adopted unanimously, the regular meeting was adjourned at 6:55 p.m.

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**Engineering Division**  
203 South Troy Street  
Royal Oak, MI 48067  
[www.romi.gov](http://www.romi.gov)

## **Agenda**

### **Royal Oak Citizens Traffic Committee Meeting City Hall, 203 S. Troy Street Royal Oak, MI 48067**

**Tuesday, March 26, 2024 at 6:30 p.m.  
City Commission Chambers**

*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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#### **2. Roll Call and Preamble**

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#### **3. Previous Minutes – January 23, 2024**

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#### **4. Public Comment**

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#### **5. Rescheduled Items and Old Business**

5A. Results of January Traffic Committee Recommendations to city commission

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#### **6. Agenda Items**

6A. Request to install flashing school signs for Addams Elementary

6B. Request to improve site distance on Forestdale Road near Woodward Avenue

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#### **7. Information Only Items**

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#### **8. Adjourn**

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## **Citizens Traffic Committee Meeting**

**March 26, 2024 6:30 P.M.**

### **Agenda Explanation**

#### **1. Call to Order**

#### **2. Roll Call**

#### **Preamble**

"The Traffic Committee consists of Royal Oak property owners appointed by the City Commission. We are volunteers and are not paid or elected. What we decide tonight is merely a recommendation to the City Commission. If you do not agree with the findings or decisions of this committee, you may go before the City Commission and petition and/or discuss your issue with them. At this meeting you will be given an opportunity to speak during your item on the agenda. However, at the City Commission meeting, you must be recognized during "public comment" on their agenda, not when the Traffic Committee resolutions are being voted upon. Otherwise, you will not be able to voice your concerns.

It is important to understand that professionals make preliminary recommendations to the Traffic Committee. They consist of civil and traffic engineers, outside consultants and public safety officials. You may have been informed that these professionals have denied your request or petition. This denial does not mean that this committee will vote that way; however, we are committed to discussing the issues at hand in a pragmatic and sensible manner. Our ultimate recommendation to the City Commission will be one that benefits our citizens and community as a whole."

**Note – the recommendations from the Citizens Traffic Committee meeting are scheduled to be presented to the City Commission at the 7:30 p.m., April 22, 2024 meeting.**

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#### **3. Minutes – January 23, 2024**

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#### **4. Public Comment – Items Not on the Agenda**

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#### **5. Rescheduled Items and Old Business**

##### **5.A Results of January Traffic Committee Recommendations to city commission**

Staff brought the January 23, 2024 Citizens Traffic Committee recommendations to the February 12, 2024 commission meeting. The city commission approved all items as recommended by the traffic committee.

## 6. Agenda Items

### 6.A Request to install flashing school signs for Addams Elementary

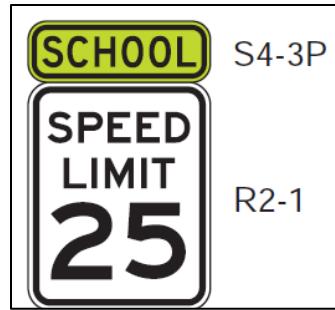
The Royal Oak School District requested the installation of electronic school zone signage on Webster Avenue adjacent to Addams Elementary. They have noticed unsafe driving during student drop-off and dismissal.

The Staff Traffic Committee has reviewed this request and determined that:

- Webster Road is a 36-foot wide major road consisting of composite pavement with concrete curbing.
- Webster Road is signed for 25 mph where shown on the map below. Additionally there are “School” pavement markings near Addams Elementary, and a traffic signal at Elmhurst Avenue.



- Flashing speed limit signs near schools are generally installed to indicate a lower speed limit in a school zone. As an example, the signs for Keller Elementary designate a 25 mph speed limit during school hours, and 35 mph at other times. However, Webster Road is already signed for 25 mph, so a lower speed limit is not applicable here.
- It is permissible to install solar-powered, flashing “SPEED LIMIT 25 mph” signs and set them up to flash during school arrival/dismissal times. The additional yellow “SCHOOL” plaque (S4-P) should be added to the top of the sign. These signs need to be within 1,000 ft of the school property lines.



(with solar panel and flashing dots around perimeter of speed limit sign)

- Recommended locations for the signs are provided below:



- Properties adjacent to the proposed signs will be notified of the Traffic Committee meeting.

**Suggested Staff Recommendation:** To install two (2) solar-powered sign assemblies on Webster Road near Addams Elementary which include "Speed Limit 25 MPH" R-21 signs, "School" S4-P plaques, and programmed to flash during school arrival and dismissal periods.

Estimated cost: \$11,000

Moved by: Jacob Theisen

Supported by: Scott Gardner

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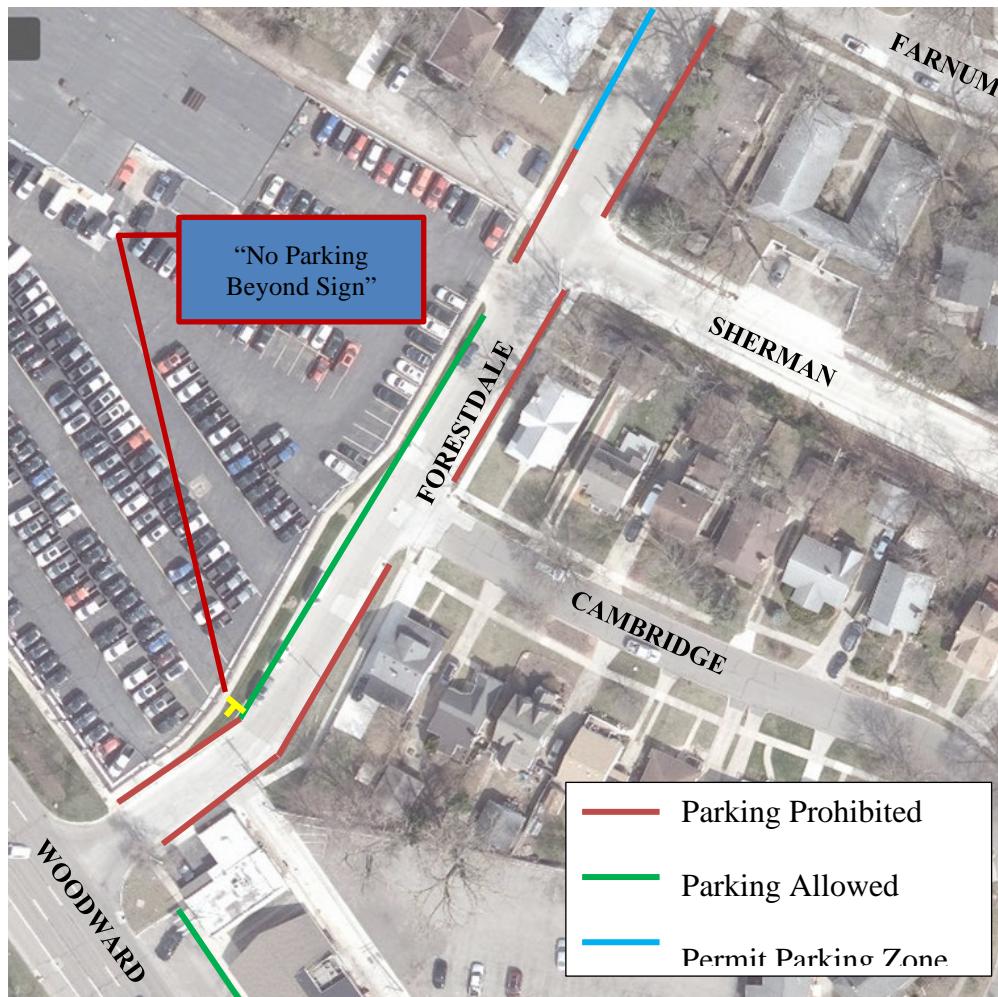
#### 6.B Request to improve site distance on Forestdale Road near Woodward Avenue

A request was received from Lauren Ayles of 805 Forestdale Road requesting that some on-street parking spaces be removed from the north side of Forestdale Road near Woodward. She notes that these vehicles block the sight line of oncoming traffic in both directions due to the road

curvature. She also notes that it is difficult to turn onto Woodward Avenue from Forestdale Road due to business parking in the Woodward right-of-way south of Forestdale Road.

The Staff Traffic Committee has reviewed this request and determined that:

1. Forestdale Road is a 31-foot wide local road consisting of concrete pavement with curbing.
2. Woodward Avenue is a 4-lane major road under Michigan Department of Transportation (MDOT) jurisdiction.
3. Parking is prohibited on the east side of Forestdale Road.
4. Parking is allowed on the west side of Forestdale Road as illustrated below:



5. The three-year crash history for Forestdale Road (2021-2023) shows:
  - a. One accident caused by snow/ice where a right turn vehicle from Woodward hit a vehicle waiting at the Forestdale stop sign.
  - b. One accident where a bicycle crashed into a vehicle waiting at the Forestdale stop sign.

6. The recommended stopping sight distance required for a 25 mph street is 155 feet (MDOT Sight Distance Guidelines). An analysis of the current conditions indicate there is approximately 134 feet of sight distance for northbound vehicles and 137 feet of sight distance for southbound vehicles.
7. Moving the existing “No Parking Beyond Sign” sign 20 feet to the north would result in sight distances of 162 feet looking northbound and 156 feet looking southbound, and staff recommends making this change. This corresponds to the loss of one parking space on the street.
8. For the other concern regarding parked vehicles in the Woodward right-of-way, it is true that parked vehicles along Woodward Avenue obstruct views of Woodward traffic for a car stopped at the Forestdale stop sign, leaving approximately 93 feet of sight distance.
9. In order to obtain 155 feet of sight distance while stopped at the stop sign, all parking in front of 27542 Woodward would need to be eliminated. However, as in many other places in Royal Oak, cars can creep beyond the stop sign (once confirming there are no pedestrians in the crosswalk) to get a better view of Woodward traffic. There is 265 feet of sight distance for this scenario.
10. As there is a safe way to view Woodward traffic, staff does not recommend any changes to the parking along Woodward Avenue.
11. Staff will notify the adjacent car dealership property of this item on the agenda.

**Suggested Staff Recommendation: To relocate the existing “no parking beyond” sign on the west side of Forestdale Road just north of Woodward Avenue to be an additional 20 feet further to the north.**

Estimated cost: \$300

<u>Moved by:</u>	Scott Gardner
<u>Supported by:</u>	Jacob Theisen

## **7. Information Only Items**

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## **8. Adjourn**



# Royal Oak COMMUNITY DEVELOPMENT

Engineering Division  
203 South Troy Street  
Royal Oak, MI 48067

## Citizens Traffic Committee Meeting Minutes January 23, 2024

A regular meeting of the Royal Oak Citizens Traffic Committee was held on Tuesday, January 23, 2024, in the commission chambers at City Hall, 203 S. Troy Street, Royal Oak.

### 1. Call to Order

The meeting was called to order by Chairperson Godek at 6:31 p.m.

### 2. Roll Call:

#### Present

Dan Godek, Chairperson  
Carl Laubach, Vice Chairperson  
Thomas Allen  
Sean Dunlop  
Samantha Grant  
Joe Labataille  
Austin Schneider  
Clyde Esbri, Alternate

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#### Also Present

Holly J. Donoghue, City Engineer  
Jennifer Caudill, Municipal Clerk III

### 3. Approval of Traffic Committee Meeting Minutes of November 28, 2023

Moved by: Samantha Grant

Supported by: Carl Laubach

Motion adopted unanimously

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### 4. Public Comment

Chairperson Godek opened the floor to public comment. No one came forward.

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### 5. Rescheduled Items/Old Business

#### 5.A Results of November Traffic Committee Recommendations to city commission

Staff brought the November 28, 2023 Citizens Traffic Committee recommendations to the December 18, 2023 commission meeting. The city commission approved all items as recommended by the traffic committee. Additionally, for item 6D regarding the audible pedestrian signals on 13 Mile Road, the commission directed staff to expedite the design to allow for installation in 2024.

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## 6. Agenda Items

### 6.A Petition to install speed humps on Northwood Boulevard between Woodward Avenue and Crooks Road

Staff plans to resurface Northwood Boulevard in 2024, and staff previously presented traffic calming options at the September 26, 2023 traffic committee meeting. Ultimately the city commission approved some minor calming improvements, and also declassified Northwood as a priority snowplow route. Now that Northwood is not a snowplow route, it qualifies for the installation of speed humps. Staff prepared a petition, which was circulated and returned for approval.

The findings of the Staff Traffic Committee were presented by Holly Donoghue, P.E.

Chairperson Godek opened the floor to those interested in speaking on this issue:

- Gail Mazzocco of 1514 Northwood spoke in favor of the speed humps. She thanked Holly and the committee members for listening to the residents' concerns seriously and spending a lot of time to find a solution for the neighborhood. She believes the speed humps will be effective in slowing down vehicles and reducing cut-thru traffic.
- Ian Caldwell of 1833 Northwood stated he was not in favor of the speed humps and specifically requested the one near his home be relocated or skipped/removed completely. He was worried about noise, property value, yellow signs and hinderance to emergency vechicles.
- Steve Jozwiak of 1622 Bonnieview spoke about his concerns with the speed humps. Stated bump outs would work better and are more aesthetically pleasing, he was concerned about property values lowering due to the humps. He was also concerned about the total quantity of humps along the corridor and the lack of police enforcement along the corridor.
- Nancy Sumner of 1502 Northwood spoke in favor of the speed humps. She feels they are the best option and solution for dealing with cut thru traffic and speeding vehicles. Thought that this Priority 3 street should have been plowed last week.
- Pat Craddock of 2109 Northwood spoke in favor of the speed humps due to the speeding issues. He does not like the idea of driving over so many humps each day going to work, but felt it was worth it for the safety of the neighborhood. He asked residents and the committee to consider the idea of closing Northwood at both Woodward and Crooks and if that was feasible.
- Ann Modelska of 2010 Northwood spoke, requesting the digital speed limit signs to help manage traffic speeds.
- Kate Pultz of 1805 Northwood spoke in favor of the bump outs and humps. She wanted to know where the speed humps signage was planned. She spoke about her own research which concluded that there is no loss in property value on streets with speed humps and stated that the noise is a non-issue. She asked if there will be a follow up study to determine the effectiveness of the humps, post installation.

- Pete Pultz of 1805 Northwood spoke regarding thoughts of the temporary closure this past summer at the railroad viaduct and how much of an effect that had on reducing cut-thru traffic and speeding. He wanted the committee to think about whether this could be a permanent closure. He also spoke about the difficulty for pedestrians to cross at Lloyd and requested a raised crosswalk there.

Chairperson Godek closed public comment.

**The Traffic Committee recommends adopting the staff recommendation to install 16 speed humps as proposed on Northwood Boulevard between Woodward Avenue and Crooks Road with associated chevron road markings and “Speed Hump 20 MPH” signs.**

Estimated cost: \$91,900

Moved by: Carl Laubach

Supported by: Sean Dunlop

Motion adopted unanimously

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**7. Information Only Items**

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**8. Adjourn**

Upon the motion of Austin Schneider, seconded by Sean Dunlop, and adopted unanimously, the regular meeting was adjourned at 7:25 p.m.

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Engineering Division](#)  
**Subject:** Online Form Submittal: Traffic Committee Request  
**Date:** Friday, January 5, 2024 1:15:12 PM

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## Traffic Committee Request

### Traffic Request Form

**Please complete required fields and submit.**

Name	Kathy Abela
Email Address	katherine.abela@royaloakschools.org
Street Address	800 DeVillen
Phone Number	2484358400
Location of Concern	Webster between Linwood & Clawson
Type of Issue	Other
Detailed Description of Concern	Please install an electronic school zone sign reminding drivers during drop off and pick up that it's a school zone. It's a sign like we have at other Royal Oak Schools.  We have observed many vehicles not being careful during drop-off and dismissal. This is for the safety of our students.
Proposed Solution	Electronic school zone sign.
Media Upload	<i>Field not completed.</i>
Important	I have reviewed the Traffic Committee's Frequently Asked Questions (FAQ) regarding traffic requests and concerns

(Section Break)

### Neighborhood Support

Analyzing traffic requests can take a significant amount of staff time, and we require neighborhood support for a particular issue before beginning review.

Please provide at least two neighbors' contact information, who are in agreement with your concerns or request. **They must be from separate households.** They will be notified if this item is brought to the Traffic Committee.

Name	Stephanie Barkman
Address	3029 Benjamin Ave
Email	stephbarkman@gmail.com
Name	Tim Boyer
Address	2222 W. Webster
Email	timothy.boyer@royaloakschools.org

Email not displaying correctly? [View it in your browser.](#)



# CARRIER & GABLE, INC.

24110 Research Drive  
Farmington Hills, MI 48335  
(248) 477-8700 (248) 473-0730 • FAX  
[www.carriergable.com](http://www.carriergable.com)

# SALES QUOTE

Page: 1

Sales Quote 61620  
Sales Quote Date: 11/21/2022  
Expires On: 12/21/2022  
Customer ID: 1960  
SalesPerson: Chris Leonard  
Terms: NET 30 DAYS

Sell  
To: ROYAL OAK, CITY OF  
HOLLY DONOGHUE  
P.O. BOX 64  
FINANCE DEPT  
ROYAL OAK, MI 48068-0064

Ship  
To: ROYAL OAK, CITY OF  
P.O. BOX 64  
FINANCE DEPT  
ROYAL OAK, MI 48068-0064

## ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: 8-10 WEEKS ARO Intersection: SCHOOL ZONE FLASHING SIGNS  
Shipping Terms: Project City: ROYAL OAK  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
177BEACONR829D	R829-F DUAL SZ FLASHER		1	5,079.75	5,079.75
177-3060	SOLAR ENGINE, R829-F, YELLOW		1		
177-NS12963	MOUNT BRACKET, 4.5" OD, YELLOW, NO HOLES OR		1		
177-2046	BATTERY, F SERIES 17.2 AH STANDARD		2		
177-NS13400	LED SIGN, S5-1 SCHOOL FYG, 25MPH WHEN FLASH,		1		
177-NS13074	BANDING KIT FOR LED SIGN MOUNT, WITHOUT		1		
177-2085	HARNESS, LED/PUSH BUTTON, 16'		1		
177-NS11281	CALENDAR COMMUNICATION KIT, 16' SERIAL TO		1		
177-NS11531	CALENDAR UPLOAD/OVERRIDE SWITCH KIT		1		
***** END of KIT *****					
FREIGHT OUT-MICHIGAN TBD					

Amount Subject to Sales Tax	0	Subtotal:	5,079.75
Amount Exempt from Sales Tax	5,079.75	Invoice Discount:	0.00
		Total Sales Tax:	0.00

# LED Enhanced Signs

## Data Sheet



**LED flashing signs improve driver compliance at crosswalks, school zones, warning and stop signs:**

- ✓ Brightest in the industry: more than 1,000,000 mcd daytime light intensity
- ✓ System is reliable, compact and lightweight
- ✓ Solar Power Report™ (SPR) prepared for every location to ensure battery longevity

### High-Intensity Light Output

Our LED Enhanced Sign provides high-intensity light output that can improve driver response under all conditions, no matter the time of day or weather. We use the same quality LEDs found in our rectangular rapid flashing beacons, and each sign is powered by Carmanah's robust solar or AC engine. This sign includes nighttime dimming, multiple flash pattern and intensity settings and ambient auto adjust.

### Easy Installation

Carmanah's LED Enhanced Signs are conveniently shipped pre-configured from the factory, and installation is quick and uncomplicated—dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance these sites in minutes, and new installations can be completed without the cost of larger poles, new bases and trenching.

### Solar Sizing for Reliable Performance

Carmanah's LED Enhanced Flashing Signs are the most reliable and brightest signs on the market because we're experts at sizing-up solar. Using your sign settings and environmental factors at your location site, Carmanah's solar modeling tool produces a Solar Power Report and recommended product model that will provide dependable, year-after-year operation.

### Advanced LED Enhanced Sign Options

Our LED Enhanced Sign comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming and many more. An optional manual override switch or wireless connection for local or remote control are also available.



MUTCD  
compliant



Buy America  
compliant



5-year solar  
engine warranty



3-year LED sign  
warranty



Solar-sized for  
every location

# LED Enhanced Signs

## Data Sheet

1.844.412.8395 | traffic@carmanah.com | carmanah.com



### SIGN TYPES



**R1-1**  
Red LEDs



**R2-1**  
White LEDs



**W11-2**  
Yellow LEDs



**S1-1**  
Yellow LEDs



**W1-2**  
Yellow LEDs



**S5-1**  
White/Yellow LEDs



**R1-2**  
Red LEDs



**R5-1a**  
Red LEDs



**R3-2**  
White LEDs



**R5-1**  
White LEDs

\*Many sign shapes, sizes and configurations are available. Contact Carmanah for more information.

### SOLAR ENGINE MOUNTING

2.0"- 2.5" Perforated  
Square Pole Mount



2.38" - 2.88" Diameter  
Round Pole Mount



3.5" - 4.5" Diameter  
Round Pole Mount

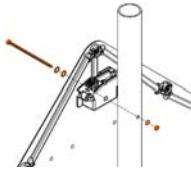


Side Pole  
Mount

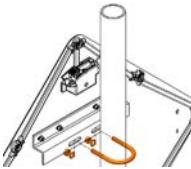


### LED SIGN MOUNTING

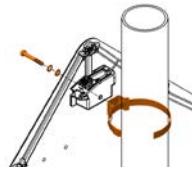
Through Bolt



U Bolt



Banding to Pole



### ACTIVATION OPTIONS

Activation

- Standard operation is flashing 24 hrs./day
- Optional internal time clock for calendar programming
- Optional manual override switch allows local control of beacons
- Optional junction box: lockable, hinged door, corrosion-resistant aluminum enclosure allows easy calendar programming and access to manual override switch
- Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
- Audible pushbutton station: ADA-compliant, piezo-driven with visual LED and customizable voice message confirmation

### SYSTEM SPECIFICATIONS

On-Board User Interface (OBUI)	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns: RFB (WW+S), RFB1 (WW+S legacy), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.5 sec. x3 alternating (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating, steady on
	Input: momentary for pushbutton activation, normally open switch, normally closed switch, dusk-to-dawn operation
	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow or red LED enhanced signs
Optical	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when flashing daytime and nighttime, or nighttime only
	Activation counts and data reporting via OBUI or optional USB connection
	Light intensity: 1,000,000 mcd minimum daytime
Sign Construction	Viewing angle: 15°
	LEDs meet MUTCD optical requirements for color, flash rate and dimming
	MUTCD compliant: 2009 MUTCD, Chapter 2A, 2B, 2C, and 7B Signs
	3M High Intensity Prismatic or Diamond Grade retroreflective sheeting and components
	High-power LEDs in waterproof housings
Connectivity	UV-resistant polycarbonate channels protect wiring; includes fully integrated junction box
	0.08-0.10" aluminum sign face with stainless steel hardware
	Optional encrypted, wireless radio with 2.4 GHz mesh technology
	Optional radio allows calendar program, manual override switch, or input device from one system to remotely control other systems
	User-selectable multiple channels to group different signs and ensure a robust wireless signal
Power System	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
	Integrated, vandal-proof antenna
Energy Collection	Solar or AC-powered
	AC: 100-240 VAC input, 6-14 AWG
	Replaceable AC-DC power supply, circuit breaker, terminal block wiring
Energy Storage	45 deg tilt for optimal energy collection
	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
Solar Engine Construction	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged enclosure for access to on-board user interface and batteries
	Optional padlockable latch
	Corrosion-resistant aluminum with stainless steel hardware
	Raw aluminum finish or yellow, black, or green powder coated
Environmental	Prewired to minimize installation time
	High-efficiency optics and EMS = the most compact, lightweight system
	-40 to 165° F (-40 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	<b>5-year limited on solar engine, 3-year limited on LED signs, 1-year limited on batteries</b>

Specifications subject to local environmental conditions, and may be subject to change.

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Document: Carmanah\_DATA\_LED-enhanced-signs\_RevC

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Engineering Division](#)  
**Subject:** Online Form Submittal: Traffic Committee Request  
**Date:** Thursday, February 22, 2024 4:16:22 PM

---

## Traffic Committee Request

### Traffic Request Form

**Please complete required fields and submit.**

Name	Lauren Ayles
Email Address	nylauren3@hotmail.com
Street Address	805 Forestdale
Phone Number	2489150261
Location of Concern	Forestdale Rd at Woodward Ave
Type of Issue	Sight distance
Detailed Description of Concern	Parking is allowed on the north side of Forestdale up to the curve in the road, immediately before Woodward (indicated by red X on attached photo). These parking spaces are almost always utilized by large white vans, presumably owned by the Ford dealership. The presence of these vehicles blocks the sight line of oncoming traffic on Forestdale in both directions due to the curve of the road causing frequent near-misses for vehicles traveling on Forestdale. Additionally, there is often a large SUV parked in the parking spot identified by the red circle on the attachment, which is significantly longer than the parking space allows for and blocks the sight line of oncoming traffic for vehicles attempting to turn onto Woodward off of Forestdale, requiring that you pull up past the stop sign to be able to see.
Proposed Solution	1. Eliminate at least two parking car lengths on the north side of Forestdale closest to Woodward. 2. Adjust parking space in lot on Woodward immediately south of Forestdale to Compact Car Only
Media Upload	<a href="#">Forestdale at Woodward.png</a>
Important	I have reviewed the Traffic Committee's Frequently Asked Questions (FAQ) regarding traffic requests and concerns

(Section Break)

### Neighborhood Support

Analyzing traffic requests can take a significant amount of staff time,

and we require neighborhood support for a particular issue before beginning review.

Please provide at least two neighbors' contact information, who are in agreement with your concerns or request. **They must be from separate households.** They will be notified if this item is brought to the Traffic Committee.

---

Name	Jason Betley
Address	801 Forestdale Rd
Email	Jmbetley331@gmail.com
Name	Rebecca Novack
Address	802 Forestdale Rd
Email	rebecca.novack3@gmail.com

---

Email not displaying correctly? [View it in your browser.](#)



# Transportation Improvement Association

## Forestdale - Woodward to Cambridge

#1	Location: WOODWARD (9.373) 0 feet Xof FORESTDALE RD							Crash ID: 2205857	
Date:	01/24/2021	Day:	Sun	Hour:	2pm	Weather:	snow	Roadway: snow	
Injy K:	0	Injy A:	0	Injy B:	0	Injy C:	0	Injy 0: 2	
CVT:	Royal Oak		Area:	w/i intersection		HBD:	N	Drugs: N	
Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	right turn	veh in transpt	none	none	none	imprp turn	car	ctrfront
2	W	stop on road	veh in transpt	none	none	none	none	car	lftside
UD10:	<a href="#">2205857</a>								
#2	Location: WOODWARD (9.371) 11 feet Wof FORESTDALE RD							Crash ID: 2547735	
Date:	03/15/2022	Day:	Tue	Hour:	4pm	Weather:	clear	Roadway: dry	
Injy K:	0	Injy A:	0	Injy B:	0	Injy C:	0	Injy 0: 2	
CVT:	Royal Oak		Area:	straight		HBD:	N	Drugs: N	
Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	imprp lane use	car	none
2	S	go straight	veh in transpt	none	none	none	none	car	lftside
UD10:	<a href="#">2547735</a>								
#3	Location: FORESTDALE (0) 0 feet Xof WOODWARD AVE							Crash ID: 2885536	
Date:	04/29/2023	Day:	Sat	Hour:	5pm	Weather:	clear	Roadway: dry	
Injy K:	0	Injy A:	0	Injy B:	0	Injy C:	1	Injy 0: 2	
CVT:	Royal Oak		Area:	w/i intersection		HBD:	N	Drugs: N	
Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	other	uncoded	none
2	W	stop on road	veh in transpt	none	none	none	none	car	rtfront
UD10:	<a href="#">2885536</a>								

**Crash Type**

Count	Type
0	uncoded
0	single
0	head-on
0	head-on/lt
1	angle
0	rr-end
0	rr-end/lt
0	rr-end/rt
1	ss-same
0	ss-opp
0	back
0	other
1	unknown
<b>Totals</b>	<b>3</b>

**Lighting Conditions**

Count	Type
0	uncoded
3	day
0	dawn
0	dusk
0	dark/ltd
0	dark/unltd
0	other
0	unknown
<b>Totals</b>	<b>3</b>

**Weather Conditions**

Count	Type
0	uncoded
2	clear
0	cloudy
0	fog
0	rain
1	snow
0	wind
0	sleet/hail
0	blowing snow
0	blowing sand
0	smoke
0	unknown
<b>Totals</b>	<b>3</b>

**Road Condition**

Count	Type
0	uncoded
2	dry
0	wet
0	ice
1	snow
0	mud
0	slush
0	debris
0	water
0	sand
0	oily
0	other
0	unknown
<b>Totals</b>	<b>3</b>

**Crashes by Month**

Count	Type
1	January
0	February
1	March
1	April
0	May
0	June
0	July
0	August
0	September
0	October
0	November
0	December
<b>Totals</b>	<b>3</b>

**Hazardous Action**

Count	Type
3	none
0	speeding
0	spd too slow
0	failed to yield
0	disrgd traffic cntrl
0	wrong way
0	left of center
0	imprp passing
1	imprp lane use
1	imprp turn
0	imprp/no signal
0	imprp backing
0	unable to stop
1	other
0	unknown
0	reckls driving
0	carels driving
<b>Totals</b>	<b>6</b>

**Unit Type**

Count	Type
1	Bicyclist
0	Engineer
5	Vehicle
0	Pedestrian
<b>Totals</b>	<b>6</b>

**Crashes by Year**

Count	Type
1	2021
1	2022
1	2023
<b>Totals</b>	<b>3</b>

**Crash Severity**

	Fatal	A	B	C	No Injy	Total
Persons	0	0	0	1	0	1
Crashes	0	0	0	1	2	3

**Alcohol in Crashes**

	Fatal	A	B	C	PDO	Total
Drinking	0	0	0	0	0	0
Not Drinking	0	0	0	1	2	3
<b>Totals</b>	0	0	0	1	2	3

**Crashes per Hour by Day**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
12a-1a	0	0	0	0	0	0	0	0
1a-2a	0	0	0	0	0	0	0	0
2a-3a	0	0	0	0	0	0	0	0
3a-4a	0	0	0	0	0	0	0	0
4a-5a	0	0	0	0	0	0	0	0
5a-6a	0	0	0	0	0	0	0	0
6a-7a	0	0	0	0	0	0	0	0
7a-8a	0	0	0	0	0	0	0	0
8a-9a	0	0	0	0	0	0	0	0
9a-10a	0	0	0	0	0	0	0	0
10a-11a	0	0	0	0	0	0	0	0
11a-12p	0	0	0	0	0	0	0	0
12p-1p	0	0	0	0	0	0	0	0
1p-2p	0	0	0	0	0	0	0	0
2p-3p	1	0	0	0	0	0	0	1
3p-4p	0	0	0	0	0	0	0	0
4p-5p	0	0	1	0	0	0	0	1
5p-6p	0	0	0	0	0	0	1	1
6p-7p	0	0	0	0	0	0	0	0
7p-8p	0	0	0	0	0	0	0	0
8p-9p	0	0	0	0	0	0	0	0
9p-10p	0	0	0	0	0	0	0	0
10p-11p	0	0	0	0	0	0	0	0
11p-12a	0	0	0	0	0	0	0	0
<b>Totals</b>	1	0	1	0	0	0	1	3



## CITY COMMISSION AGENDA ITEM

<b>TITLE</b>	<b>Consideration of Ordinance to Rezone 3915 Crooks Road to Planned Unit Development – Second Reading</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Community Development - Planning</b>	
<b>PRESENTER</b>	<b>Timothy E. Thwing</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

At the regular meeting of April 8, 2024, the City Commission approved a Zoning Map amendment on first reading to rezone 3915 Crooks Road from “Multiple-Family Residential” to “Planned Unit Development” (PUD). The first reading included approval of a final PUD site plan to construct a three-and-a-half-story building with 30 multiple-family dwellings.

Attached is the proposed development agreement which includes the final PUD site plan as approved on first reading. The community benefits offered by the petitioner are incorporated into subparagraphs 3.4 (a) and (b) of the development agreement on pages 3 and 4.

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### **FISCAL IMPACT**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$0.00</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$0.00</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>N/A</b>
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

#### **FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact       Revenue impact (details below)  
 Workload impact (details below)       Operations Impact (details below)

#### **REVENUE IMPACT:** Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)

N/A

#### **WORKLOAD IMPACT:** If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)

N/A

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

N/A

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## ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

The Planning Commission reviewed the application for consistency with the city's [Master Plan](#), including its goals and objectives as well as the [future land use map](#).

---

## COMMUNITY ENGAGEMENT

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

At their regular meeting of December 12, 2023, the Planning Commission conducted a public hearing on the rezoning of the property to PUD and its associated site plan. Notice of the public hearing was published in the Daily Tribune in accordance with state law. Notices were also mailed to property owners and residents within 300 feet of the subject site, also as required by state law. No written comments were submitted for the public hearing. No members of the public commented on the application at the hearing.

---

## BOARD AND COMMISSION FEEDBACK

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

At their December 12, 2023, regular meeting, the Planning Commission recommended that the property be rezoned from "Multiple-Family Residential" to PUD, and that the associated final PUD site plan be approved with contingencies.

---

## LEGAL COMMENTS

### PROPOSED COMMISSION RESOLUTION:

**Whereas** the Royal Oak Planning Commission held a public hearing on December 12, 2023, and recommends approval of an amendment to the Zoning Map for the purpose of rezoning 3915 Crooks Road (parcel number 25-05-428-019) from "Multiple-Family Residential" to "Planned Unit Development," along with approval of a final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stories and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25-05-428-019); and

**Whereas** the Royal Oak City Commission has determined that the planned unit development will result in a recognizable and material benefit to the residents of the project

and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; and

**Whereas** the City Commission has determined that the proposed multiple-family dwellings will not result in an unreasonable increase in the need for or burden upon public services, facilities, streets, and utilities; and

**Whereas** the City Commission has determined that the proposed development will be consistent with the public health, safety, and welfare of the city, and will not result in an unreasonable negative economic impact upon surrounding properties; and

**Whereas** the City Commission has determined that the proposed development is under single ownership and/or control such that there is a single entity having responsibility for completing the project in conformity with the Zoning Ordinance; and

**Whereas** the City Commission has determined that the Zoning Map amendment to "Planned Unit Development" and associated final planned unit development site plan are consistent with the goals and objectives of the city's Master Plan and received the record of public comments taken at the public hearing held at the Planning Commission meeting of December 12, 2023.

**Therefore, be it resolved**, that Ordinance 2024-##, entitled an ordinance to amend the Zoning Map of the City of Royal Oak is hereby adopted on second reading.

**The City of Royal Oak ordains:**

**Section 1 Ordinance.** Pursuant to the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and pursuant to all applicable provisions of law, the Zoning Map of the City of Royal Oak is hereby amended to rezone 3915 Crooks Road (parcel number 25-22-153-026) from "Multiple-Family Residential" to "Planned Unit Development," and the final planned unit development site plan (SP 23-12-19) to construct a multiple-family building with three-and-a-half stories and 30 multiple-family dwellings at 3915 Crooks Road (parcel number 25-22-153-026), is hereby approved, subject to the associated "development agreement."

**Section 2 Severability.** If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3 Savings.** As proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

**Section 4 Repeal.** All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

**Section 5 Effective Date.** A summary of this ordinance shall be published in a newspaper of general circulation in the City of Royal Oak and shall become effective ten (10) days after publication, as provided by law.

**Be it further resolved** that the associated development agreement required under Article VIII of the Zoning Ordinance is hereby approved, pending any final revisions from the City Attorney, and that the Mayor and City Clerk are hereby authorized to execute the development agreement.

<b>FUND IMPACTED:</b>	
<b>APPROPRIATIONS:</b>	<b>INCREASE (DECREASE)</b>
<b>N/A</b>	<b>\$0.00</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$0.00</b>
<b>NET INCREASE (DECREASE) TO FUND BALANCE</b>	<b>\$0.00</b>

**ATTACHMENTS:**

**1 – Development Agreement**

---

(Above space for recording purposes.)

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is hereby entered into and among AMBER THE VINES, LLC, 380 North Crooks Road, Clawson, Michigan 48017, a Michigan limited liability company (“Developer”), and the CITY OF ROYAL OAK, MICHIGAN, 203 South Troy Street, Royal Oak, Michigan 48067, a Michigan municipal corporation (“City”), on April 22, 2024.

### **ARTICLE 1** **RECITALS**

1.1 The Owner is currently the fee owner of real property commonly known as 3915 Crooks Road, Royal Oak, Michigan, or parcel number 25-05-428-019, as more particularly described on the attached Exhibit A (collectively referred to herein as, the “Development Parcel”).

1.2 The Developer intends to improve the Development Parcel with a new multiple-family building.

1.3 The Developer has submitted a plan for the Development Parcel identifying the components of the development, which was accepted by the City for potential review and approval, in accordance with all applicable Laws and City ordinances. The approved plan is attached as Exhibit B (the “Project Plan”).

1.4 The Developer has requested that the City rezone the Development Parcel from “Multiple-Family Residential” to “Planned Unit Development” in order to redevelop the site into a new multiple-family building, as set forth in the Project Plan.

1.5 The Developer is requesting approval of this Development Agreement in accordance with Article VIII, Planned Unit Development (PUD), § 770-99, Procedure for Review, of the City of Royal Oak Zoning Ordinance, which requires the execution of a development agreement containing the basic terms and provisions of the approval, a clarification of the mutual understanding of the parties with regard to the lawfulness of the development approval, and any conditions imposed.

1.6 The Royal Oak Planning Commission, at its regular meeting of December 12, 2023, held a public hearing and approved the final site plan with contingencies. The Planning Commission’s resolution is attached as Exhibit C (the “Planning Commission Resolution”).

1.7 The City and the Developer wish to establish the terms and conditions under which the Development Parcel will be developed, owned, and maintained by the Developer and its successors and assigns.

NOW, THEREFORE, for and in consideration of the approval of the Planned Unit Development pursuant to City Ordinance, the development of the Development Parcel by the Developer, and the mutual covenants and agreements of the parties contained herein, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the City and Developer agree to this Development Agreement in its entirety as follows:

## **ARTICLE 2** **DEFINITIONS AND COVENANTS**

In addition to certain terms defined in other sections of this Agreement, the City and the Developer agree that the following definitions and covenants contained therein shall apply to this Development Agreement:

2.1 “City Ordinances” means all ordinances, enactments, rules, regulations, and policies of the City, including, but not limited to, zoning and land use ordinances and requirements (specifically including the Royal Oak Zoning Ordinance, Sign Ordinance, and Subdivision Regulations Ordinance); building codes, ordinances, uses, and requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements, and conditions; ordinances, rules, and regulations governing utilities, streets, curb cuts, site improvements, sidewalks, lighting, and similar improvements; ordinances and rules assessing tap-in fees, connection charges, use fees, and any other fees, charges, and expenses; and police, safety, and traffic rules and regulations.

2.2 “Developer’s Site Plan” means the Site Plan submitted by the Developer and reviewed and considered by the Royal Oak Planning Commission and approved by the City Commission pursuant to City Ordinances.

2.3 “Development Agreement” means this Development Agreement by and among the City and the Developer.

2.4 “Development Parcel” means the parcel that is subject to the Planned Unit Development, the legal description for which is attached as Exhibit A.

2.5 “Effective Date” means May 2, 2024, which is ten (10) days after the date set forth at the top of this Development Agreement.

2.6 “Improvements” means any improvement(s) which may be constructed from time to time on the Development Parcel including but not limited to, streets, driveways and walkways, utilities, storm water systems, buildings, and landscaping and rights-of-way improvements, which Improvements shall be constructed in accordance with all Laws and City Ordinances.

2.7 “Laws” means all laws, statutes, orders, ordinances, codes, rules, regulations, or standards of any federal, state, city, or similar governmental agency or authority having jurisdiction thereof, including, without limitation, building and use codes and requirements, Americans with Disabilities Act, handicap and similar legislation, safety and health laws and requirements, and environmental laws.

2.8 “Party” or “Parties” means any one or more of the City and the Developer.

2.9 “Person” means an individual, corporation, partnership (either general or limited), trust, limited liability company, limited liability partnership, entity, or other form of organization, or one or more of them, as the context may require.

2.10 “Project Plan” means the drawings and plans attached as Exhibit B as revised to satisfy any and all conditions imposed by the City Commission.

2.11 “Planned Unit Development” means the designation of the Development Parcel as a Planned Unit Development pursuant to the Zoning Ordinance provisions and developed in accordance with this Development Agreement, the Project Plan, and in compliance with all Laws and City Ordinances.

2.12 “Transfer” or “Transferred” means the sale, exchange, assignment, conveyance, exchange, transfer, or other disposition in one or more transactions or events, directly or indirectly, of the legal or beneficial interest in all or any part of (a) the Developer’s interest in the Development Parcel, or (b) this Development Agreement or any beneficial interest therein; provided, however, that Developer may at any time freely (i) mortgage all or any part of the Development Parcel, or (ii) sell or lease or otherwise convey all or any part of the Development Parcel to an entity affiliated with Developer, or to any other Person or entity who agrees in writing to abide by the terms and conditions of this Development Agreement and the Project Plan (each, a “Permitted Transferee”), none of which shall be prohibited by this Development Agreement or otherwise.

### **ARTICLE 3** **DESCRIPTION OF PROJECT**

3.1 Project Description. The Project involves the development of the Development Parcel as contained in the Project Plan and attached as Exhibit B. The project shall be constructed in compliance with the approved Project Plan and owned, operated, maintained, and used in compliance with this Development Agreement and any and all Laws and City Ordinances.

3.2 Ownership of Development Parcel. The property described in Exhibit A is currently owned by the Developer.

3.3 Project Plan. The Project is depicted in the Project Plan attached as Exhibit B, which was part of the Planning Commission approval, as revised to satisfy any and all conditions imposed by the City Commission. The Developer shall, or shall cause Permitted Transferees, to prepare and submit final construction documents consistent with the Project Plan for the building and necessary to comply with all applicable Laws and City Ordinances.

3.4 Zoning. The Development Parcel is now hereby zoned Planned Unit Development pursuant to the City Ordinances. The following conditions shall apply to such rezoning:

a. Green Infrastructure and Environmental Sustainability. The Developer shall make a good faith effort to deploy the following green infrastructure and environmental sustainability strategies as depicted on the Project Plan and/or described within the Project Narrative attached as Exhibit D (the “Project Narrative”). The Developer shall include evidence of such efforts within the documents and drawings necessary to obtain permits for construction pursuant to the Project Plan, and submit evidence of such efforts to the City prior to temporary building occupancy:

- (i) Regionally sourced and renewable building materials, including wood framing, metal siding with a high level of recycled content, a brick exterior, solid wood or polished concrete flooring, and porcelain tile.
- (ii) Electric heat pumps, electric cooktops, Energy Star® appliances, and light emitting diode (LED) lighting.
- (iii) A Leadership in Energy and Environmental Design (LEED) Silver rating for water efficiency.

- (iv) Generous window sizes for daylight.
- (v) Fifteen (15) electric vehicle charging stations.
- (vi) Drought resistant landscaping.
- (vii) Outdoor living spaces in the form of patios, balconies, and decks.

b. Diversity, Equity, and Inclusion. The Developer shall provide six (6) dwellings with entrances at grade level to ease accessibility for individuals with mobility issues.

c. Paving and Utilities. All paving, utilities, and work within public rights-of-way shall be in accordance with the specifications and standards of the City Engineer. All electrical, telephone, and similar utilities shall be placed underground.

d. Exterior Lighting. Exterior lighting shall comply with § 770-96 (B), Exterior Lighting from Direct Sources, of the Zoning Ordinance and all other Codes and Ordinances.

e. Bonds. Performance bonds shall be posted in amounts to be determined by the Building Official.

f. Other Code and Ordinance Requirements. The Project Plan shall meet all other code and ordinance requirements, as determined by the Building Official, Fire Marshal, and City Engineer, prior to the issuance of any building or right-of-way permits. Such requirements include, but are not limited to, the Michigan Building Code, the Fire Prevention Ordinance (Chapter 340), and the Stormwater Detention Ordinance (Chapter 644).

3.5 Permitted Uses. The Development Parcel is to be developed into and maintained for one (1) building with thirty (30) multiple-family dwellings as depicted in the Project Plan on Exhibit B attached hereto, provided that any material changes to the approved Project Plan, or any other use or uses materially different from the Permitted Uses, shall require review and approval by the City Commission. The City shall have the sole and absolute discretion to determine what constitutes a material change to the approved Project Plan, and what constitutes a minor change that may be reviewed and approved administratively by city staff. The City shall also have the sole and absolute discretion to determine whether any other use or uses are materially different than the Permitted Uses.

3.6 Deviations from Zoning Ordinance Standards. The City hereby approves the following deviations to required Zoning Ordinance standards:

- a. No more than thirty (30) multiple-family dwellings shall be permitted.
- b. Building setbacks of less than twenty-five (25) feet shall be permitted as depicted on the Project Plan.
- c. A building height of greater than thirty-six (36) feet shall be permitted as depicted on the Project Plan.
- d. A building height-to-width ratio greater than one-to-three (1:3) shall be permitted for the north and south exterior elevations as depicted on the Project Plan.
- e. The primary building entrance on the east front façade facing Crooks Road shall be as depicted on the Project Plan.

f. Landscaping, screening, and open spaces shall be as depicted on the Project Plan, including (i) trees and landscaping required within off-street parking lots, and (ii) replacement of mature trees that are removed.

g. No fewer than thirty-four (34) off-street parking spaces shall be provided.

3.7 Signage. All signage shall comply with the required standards of § 607-5, Permitted Signs in Sign Area 1, and all other applicable sections of City of Royal Oak Sign Ordinance, or receive the necessary variances from the Planning Commission according to § 607-16, Compliance; Violations; Appeals; Variances.

3.8 Conditions Subsequent to Rezoning. If the following events occur, then this Development Agreement shall be null and void and the zoning of the Development Parcel shall revert to the “Multiple-Family Residential” zoning classification: the Developer’s failure to commence Improvements to the Development Parcel within two (2) years from the Effective Date.

3.9 Force Majeure. Notwithstanding anything to the contrary contained in Section 3.8 above, if any failure or inability of the Developer to meet the conditions set forth in Section 3.8 is caused by delay beyond the reasonable control of the Developer, such as pandemic, war, civil insurrection, strike, inclement weather, inability to procure material or labor, and the like, then the Developer shall be given an extension of time to satisfy the aforesaid conditions equal to the period of delay.

## **ARTICLE 4** **GENERAL PROVISIONS**

4.1 The City’s Representations and Warranties. The City hereby makes the following representations and warranties to the Developer, which representations and warranties shall be true and correct as of the date hereof and shall be deemed to have been renewed and restated as of the Effective Date of this Development Agreement.

a. Authority. The City has the authority to enter into this Development Agreement and to perform and carry out all obligations, covenants, and provisions hereof. The City’s authority shall be evidenced by appropriate resolution(s) made at the City Commission meetings on or before the date set forth at the top of this Development Agreement.

b. Zoning Compliance. The Development Agreement complies with the requirements of City ordinances, including Article VIII, Planned Unit Development (PUD), § 770-98, PUD Regulations, of the City’s Zoning Ordinance.

c. Sole Body. The City Commission is the sole and appropriate municipal body to enter into the Development Agreement with the Developer.

d. Timely Review of Plans. The City will provide timely review and approval, if appropriate, of the plans and documents of the Project Plan, and all amendments and additional matters submitted by the Developer or Permitted Transferees, and/or any of their successors and assigns, to achieve the purposes of this Development Agreement.

e. Land Use. The intended land use of multiple-family dwellings is permissible under the City’s Zoning Ordinance.

f. Use Approval. The uses approved by the City Commission shall be valid for as long as the Developer, Permitted Transferees, and/or any of their successors and assigns utilize

the Development Parcel for the approved uses pursuant to this Development Agreement and the Project Plan.

g. Restraints. Neither the execution nor delivery of this Development Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. Disclosure. No representation or warranty by the City, or any statement or certificate furnished to the Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

i. Litigation. The City has no notice of and there is no pending or threatened litigation, administrative action, or examination, claim, or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

4.2 Developer Representations and Warranties. The Developer hereby makes the following representations and warranties to the City, which representations and warranties shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the effective date of this Development Agreement, and shall survive and shall continue as long as the obligations of the Developer under this Development Agreement:

a. Organization. The Developer is duly organized and validly existing in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Development Agreement.

b. Authorization. The execution and delivery of this Development Agreement and consummation of the transactions contemplated hereby have been duly authorized by the Developer.

c. Restraints. Neither the execution nor delivery of this Development Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Developer's organizational documents, or any agreement to which the Developer is a party or by which either of them is bound.

d. Disclosure. No representation or warranty by the Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

e. Litigation. The Developer does not have any notice of and there is no pending or threatened litigation, administrative action, or examination, claim, or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect the Developer or its principals from carrying out the covenants and promises made herein.

f. Financial. The Developer is financially able to develop the Development Parcel.

g. Utilities and Public Rights of Way. The Developer has either (i) determined that all lines, systems, and facilities for storm water, sanitary sewer, natural gas, electricity, communications, and all other utilities (collectively “Utility Lines”) are of sufficient size and capacity for the development of the Development Parcel, or (ii) committed to construct, improve, expand, or otherwise install sufficient and adequate Utility Lines to serve the Development Parcel at the sole cost and expense of the Developer. The Developer acknowledges and agrees that, to the extent any Utility Lines must be relocated in order to develop the Project, then the Developer shall relocate all such Utility Lines and refurbish same, as deemed desirable by the City’s Engineering Division.

4.3 Additional Matters. The Developer shall or shall cause the appropriate Permitted Transferees of the Development Parcel to prepare and submit any and all documents and drawings necessary to obtain all permits for the development pursuant to the Project Plan to the City (including all appropriate departments and divisions) in order to obtain the approval of all appropriate City departments and divisions.

## **ARTICLE 5** **DEVELOPMENT AND CONSTRUCTION OF THE PROJECT**

5.1 Construction of Improvements. This Section of the Development Agreement describes the process and submittal information required for the development and construction of each building on the Project Plan, which may or may not be developed in separate, distinct, and independent phases or sequences of construction. The Parties anticipate that the Developer and/or Permitted Transferees will submit applications to the City for approval of construction documents and other information required by City Ordinances for development of the respective buildings of the Development Parcel. Development which complies in all respects to this Development Agreement, the Project Plan, and City Ordinances shall be entitled to be approved at the conclusion of the applicable review procedure of the City. Each individual building of the Development Parcel, including the site work for, and construction of, that building, shall, if constructed, be completed in accordance with the requirements of the City’s Building Division, and all applicable Laws and City Ordinances.

5.2 Construction of Improvements. For each building the Developer and/or Permitted Transferees elects to construct, the Developer or the Permitted Transferees shall obtain all permits, licenses, and approvals required by the Laws and City Ordinances for the construction of that building of the Project Plan and complete the construction of such building in accordance with this Development Agreement.

5.3 Certificate of Occupancy. The City shall not be obligated and the Developer acknowledges and agrees that the City has no obligation under any circumstances to issue any temporary or permanent certificate of occupancy for the construction or improvement of or permit occupancy of any building or improvements unless and until the work has been completed in accordance with the requirements of this Development Agreement, provided, the City will issue a temporary certificate of occupancy under the following circumstances: (a) the construction of a building structure in the Project Plan is substantially completed, and (b) the requirements in the City Ordinances for the issuance of a temporary certificate of occupancy are satisfied. Upon completion of a building structure within the Development Parcel pursuant to the Project Plan, the City will issue a permanent certificate of occupancy. The remedy of the right to withhold the issuance of any temporary or permanent certificate of occupancy or to permit occupancy of a building or improvements shall be in addition to and not in substitution for all remedies available to the City under this Development Agreement.

5.4 Survival. The Developer acknowledges and agrees that all of the obligations of the Developer under this Development Agreement survive and shall be covenants running with the land and binding upon the Developer, its successors and assigns, and the Permitted Transferees for the benefit of the City and the respective successors and assigns. Any party acquiring an interest in the Development Parcel shall be bound by the covenants and obligations of this Development Agreement applicable to the respective component of the Development Parcel, or portion thereof, which they acquire. In the event the Developer or any successor Permitted Transferee shall sell or convey an interest in the Development Parcel, all liabilities and obligations on the part of the original Developer or such successor owner under this Development Agreement accruing thereafter shall terminate, and all such liabilities and obligations shall be binding upon the new owner.

## **ARTICLE 6** **EVENTS OF DEFAULT AND REMEDIES**

6.1 Default by Developer. Each of the following shall constitute an Event of Default of the Developer or Permitted Transferees under this Development Agreement: the Developer's or Permitted Transferees' failure to perform any of its obligations under this Development Agreement, which remain uncured for a period of thirty (30) days following written notice by the City, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Developer or Permitted Transferees shall be entitled to an additional period of time to cure, provided and so long as the Developer or Permitted Transferees have diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence and the Developer or Permitted Transferees continue to prosecute the cure with due diligence and in good faith until cured.

6.2 Default Remedies of the City. Upon an occurrence of an Event of Default of the Developer or Permitted Transferees, which remains uncured, after notice and failure to cure pursuant to this Development Agreement, the City shall be entitled to the rights and remedies available at law or in equity.

6.3 Default by the City. Each of the following shall constitute an Event of Default of the City under this Development Agreement: the City's failure to perform any of its obligations under this Development Agreement, which remain uncured for a period of thirty (30) days following written notice by the Developer or Permitted Transferees, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the City shall be entitled to an additional period of time to cure as reasonably determined by the Developer or Permitted Transferees, but in no event beyond ninety (90) days, provided and so long as the City has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence and the City continues to prosecute the cure with due diligence and in good faith until cured.

6.4 Default Remedies of the Developer. Upon an occurrence of an Event of Default by the City, which remains uncured, after notice and failure to cure pursuant to this Development Agreement, the Developer or Permitted Transferees shall be entitled to the rights and remedies available at law or in equity.

6.5 Non-Liability of Individuals. No City official, officer, employee, board member, City Commission member, elected or appointed official, attorneys, consultants, advisors, agents, and representatives shall be personally liable to the Developer for any default or breach by the City of any obligation under this Development Agreement or in any manner arising out of the performance of this Development Agreement by any Party or the Project. Moreover, no member, partner, official, officer, employee, board member, attorneys, consultants, advisors, agents, and representatives of the Developer or Permitted Transferees shall be personally liable to the City for any default or breach by any of them of any obligation under this Development Agreement or in any manner arising out of the performance of this Development Agreement by any Party or the Project.

## **ARTICLE 7** **NOTICES**

All notices, consents, approvals, requests, and other communications, herein collectively called "Notices," required or permitted under this Development Agreement shall be given in writing, signed by an authorized representative of the City or the Developer, and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier, or transmitted by electronic means to a Party as follows:

To City:	Director of Community Development City of Royal Oak 203 South Troy Street Royal Oak, Michigan 48067 Telephone: (248) 246-3280 E-Mail: <a href="mailto:timt@romi.gov">timt@romi.gov</a>
With a Copy to:	City Attorney City of Royal Oak 203 South Troy Street Royal Oak, Michigan 48067 Telephone: (248) 246-3240 E-Mail: <a href="mailto:niccolas.grochowski@romi.gov">niccolas.grochowski@romi.gov</a>
To Developer:	Jerome S. Amber Amber the Vines, LLC 380 North Crooks Road Clawson, Michigan 48017 Telephone: (248) 280-1700 E-Mail: <a href="mailto:amber@amberoffice.com">amber@amberoffice.com</a>
With a Copy to:	Dennis G. Cowan Plunkett Cooney, PC 38505 Woodward Avenue Suite 2000 Bloomfield Hills, Michigan 48304 Telephone: (248) 901-4029 E-Mail: <a href="mailto:DCowan@plunkettcooney.com">DCowan@plunkettcooney.com</a>

All such notices, certificates, or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by electronic means is verified, or two days after mailing by registered or certified mail. Any party may by notice given under this Development Agreement designate any further or different addresses or recipients to which subsequent notices, certificates, or communications hereunder shall be sent.

## **ARTICLE 8** **MISCELLANEOUS**

8.1 Duration. This Development Agreement shall be effective upon execution by the City and the Developer and shall continue in full force and effect in all respects until the Development Agreement is terminated by the City pursuant to an Event of Default by the Developer, as defined herein above, or as is otherwise agreed in writing by the Parties.

8.2 Entire Agreement. This Development Agreement and the attached exhibits set forth all of the covenants, agreements, stipulations, promises, conditions, and understandings between the Developer and the City concerning the Project Plan. Neither the City, nor the Developer, nor their respective partners, members, board and commission members, elected and appointed officials, employees and volunteers, attorneys, consultants, advisors, agents, and representatives, and boards, commissions, and authorities, have made any covenant, agreement, stipulation, promise, condition, or understanding, warranty, or representation, either oral or written, other than set forth herein.

8.3 Amendment. This Development Agreement shall not be modified, altered, or amended except by written agreement duly executed by the Developer, a Permitted Transferee, if applicable, and the City as authorized by the City Commission. Any additional conditions to the rezoning of the Development Parcel to Planned Unit Development other than those referenced in Section 3.4, any use or uses of the Development Parcel materially different than the Permitted Uses referenced in Section 3.5, any additional deviations to required standards of the Royal Oak Zoning Ordinance other than those referenced in Section 3.6, or any material change or modification to the documents, drawings, and submittals contained in Exhibit B which constitute the approved Project Plan, shall require an amendment to this Development Agreement as determined necessary in the sole and absolute discretion of the City.

8.4 Third-Party Beneficiaries. No term or provision of this Development Agreement is intended to be, or shall be, for the benefit of any Person not a Party hereto, and no such Person shall have any right or cause of action hereunder.

8.5 Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause, or provision of this Development Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

8.6 Captions. The captions in this Development Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge, or describe the scope or intent of this Development Agreement nor in any way shall affect this Development Agreement or the construction of any provision hereof.

8.7 Waivers. A Party may not waive any default, condition, promise, obligation, or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term, or condition of this Development Agreement or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term, or condition.

8.8 Conflicts. In the event of any conflict between this Development Agreement and any agreement attached as an exhibit, or any other document executed pursuant to or in furtherance of this Development Agreement or the Project Plan, this Development Agreement shall control, unless such other agreement is signed by the City and expressly provides to the contrary.

8.9 Recording. This Development Agreement shall be recorded by the Developer with the Oakland County Register of Deeds as soon as is practical after execution. The City, the Developer, its successors and assigns (including any Permitted Transferees as applicable) may, acting together by an approved writing signed by all parties, terminate this Development Agreement by recording a Notice of Termination with the Oakland County Register of Deeds, at the expense of the City.

8.10 Cumulative Remedies. The rights and remedies of the City set forth in this Development Agreement are not exclusive and are in addition to all other rights and remedies provided by law or in equity.

8.11 Governing Law. This Development Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. The Developer agrees, consents, and submits to the personal jurisdiction of any competent court of jurisdiction in the County of Oakland, State of Michigan for any action brought against it arising out of this Development Agreement. The Developer also agrees not to commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation, and enforcement of this Development Agreement in any courts other than those in the County of Oakland, State of Michigan.

8.12 Successors and Assigns. The covenants, conditions, and agreements in this Development Agreement shall be binding upon and inure to the benefit of the Developer and the City, and their respective successors and assigns. The Developer and Permitted Transferees agree that this Development Agreement shall not be assigned except in accordance with the provisions of this Development Agreement.

8.13 Legal Fees. In the event any Party commences litigation or other action to enforce such Party's rights or the other Party's obligations under this Development Agreement, the Prevailing Party shall be entitled to recover reasonable attorney fees, witness fees, expert fees, costs, and expenses in connection therewith. As used herein, "Prevailing Party" shall mean the Party who obtains an order of enforcement, similar remedy, or a judgment or award against the other Party, or in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, judgment, or award of the other Party.

8.14 Joint Drafting. This Development Agreement has been negotiated by the parties and each Party has joined in and contributed to the drafting of this Development Agreement. Accordingly, there shall be no presumption favoring or burdening any one or more of the parties hereto based upon draftsmanship.

8.15 Counterparts. This Development Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the City and the Developer, by and through their duly authorized representatives, have executed this Development Agreement as of the day and year first above written.

**CITY OF ROYAL OAK, MICHIGAN**  
a Michigan municipality

---

By: Michael C. Fournier  
Its: Mayor

---

By: Melanie S. Halas  
Its: City Clerk

STATE OF MICHIGAN      )  
                                    ) SS.  
COUNTY OF OAKLAND      )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Michael C. Fournier, Mayor, on behalf of the City of Royal Oak, a Michigan municipality.

---

\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

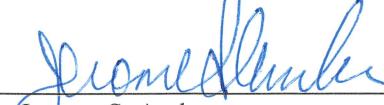
STATE OF MICHIGAN      )  
                                    ) SS.  
COUNTY OF OAKLAND      )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Melanie S. Halas, City Clerk, on behalf of the City of Royal Oak, a Michigan municipality.

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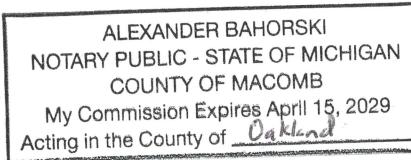
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

**AMBER THE VINES, LLC**  
a Michigan limited liability company

  
By: Jerome S. Amber  
Its: President

STATE OF MICHIGAN      )  
                                  ) SS.  
COUNTY OF OAKLAND      )

The foregoing Development Agreement was acknowledged before me this 9<sup>th</sup> day of April, 2024, by Jerome S. Amber, President, on behalf of Amber the Vines, LLC, a Michigan limited liability company.



  
Alexander J. Bahr, Notary Public  
Oakland County, Michigan  
My Commission Expires: 04/15/2029

Exhibits:

- A – Legal Description of Development Parcel
- B – Project Plan
- C – Planning Commission Resolution
- D – Project Narrative

Drafted by and when recorded return to:

Planning Division  
Department of Community Development  
City of Royal Oak  
203 South Troy Street  
Royal Oak, Michigan 48067

EXHIBIT A

Legal Description of Development Parcel

Land situated in the City of Royal Oak, in the County of Oakland, State of Michigan, described as follows:

T1N, R11E, SECTION 5, STARR ACRES SUBDIVISION, SOUTH 40 FEET OF LOT 6  
& ALL OF LOT 7.

[Parcel Identification Number: 25-05-428-019].

[Street Address: 3915 Crooks Road].

EXHIBIT B

Project Plan

## PROPOSED PROJECT :

AMBER LANDING STUDIOS AND LOFTS  
3951 CROOKS ROAD  
ROYAL OAK MI

## PROJECT DESCRIPTION:

DEMOLITION OF EXISTING MULTIFAMILY PROJECT  
CONSTRUCTION OF NEW 30 UNIT MULTIFAMILY PROJECT

## OWNER:

AMBER PROPERTIES COMPANY  
380 NORTH CROOKS RD  
CLAWSON, MI 48017

## ARCHITECT

Schneider+Smith ARCHITECTS  
833 South Center Street  
Royal Oak, MI 48067

## BUILDING CODE ANALYSIS

MICHIGAN BUILDING CODE 2015  
MICHIGAN MECHANICAL CODE 2015  
MICHIGAN PLUMBING CODE 2018  
NATIONAL ELECTRICAL CODE 2017  
W/ PART 8 AMENDMENTS  
USE GROUP R-2  
BUILDING TYPE VB & IIB

## BUILDING AREA

FIRST FLOOR	= 3674 SF
2ND FLOOR	= 6488.3SF
BALCONIES	= 686.3 SF
3RD FLOOR	= 6830 SF
MEZZANINE	= 1920 SF
ROOF DECK	= 1938 SF

## SHEET INDEX:

A-0	COVER SHEET
S-1	SURVEY
A-1	ARCHITECTURAL SITE PLAN
A-2	LANDSCAPE PLAN
A-3	FIRST & SECOND FLOOR PLAN
A-4	THIRD FLOOR & MEZZANINE PLAN
A-5	ELEVATIONS
A-6	RENDERINGS



## SITE ANALYSIS

SITE AREA	=	20,734.30 SF
EXISTING ZONING	=	MULTIFAMILY
PROPOSED ZONING	=	PUD
ADJACENT PROPERTY	=	USE
		ZONING
NORTH	=	MULTIFAMILY
EAST	=	MULTIFAMILY
SOUTH	=	MULTIFAMILY
WEST	=	MULTIFAMILY

MULTIFAMILY DENSITY	= 9000 SF/LOT/ 2units, 3000 SF each additional unit
ALLOWABLE DENSITY	= 3100 SF/Unit for 30 units
PROPOSED DENSITY	= 691 SF/Unit for 30 units

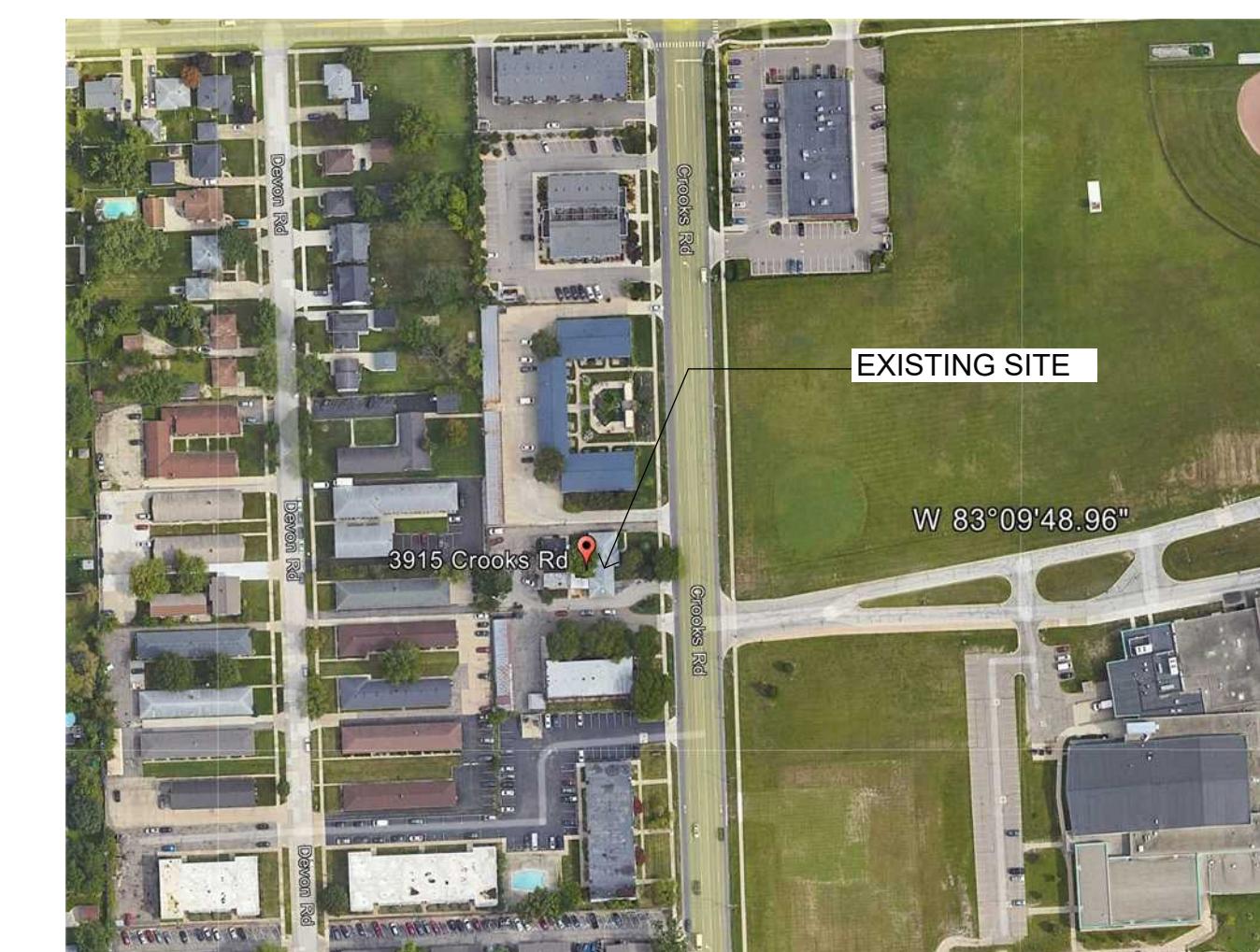
REQUIRED SETBACKS		PROPOSED SETBACKS	
FRONT	= 25'	FRONT	= 25'-0"
REAR	= 25'	REAR	= 13'-10"
NORTH SIDE	= 25'	NORTH SIDE	= 47'-9"
SOUTH SIDE	= 25'	SOUTH SIDE	= 12'-0"

## PARKING REQUIRED

REQUIRED = 2 SPACES PER UNIT/ RESIDENTIAL- 30 UNITS x 2 = 60 SPACES

PARKING PROVIDED= 34 SPACES, 1.13 SPACES PER UNIT

REQUEST VARIANCE FOR 26 SPACES



## LOCATION MAP



**Schneider + Smith**  
A R C H I T E C T S

833 South Center Street  
Royal Oak MI 48067  
ph 248 398 0605  
schneidersmith.com

CLIENT  
AMBER PROPERTIES COMPANY  
380 NORTH CROOKS RD  
CLAWSON, MI 48017

PROJECT  
AMBER LANDING STUDIOS AND LOFTS  
3951 CROOKS ROAD  
ROYAL OAK MI

DATE & ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
COVER SHEET

JOB NO:

DRAWN BY:

CHECKED BY:

APPROVED BY:

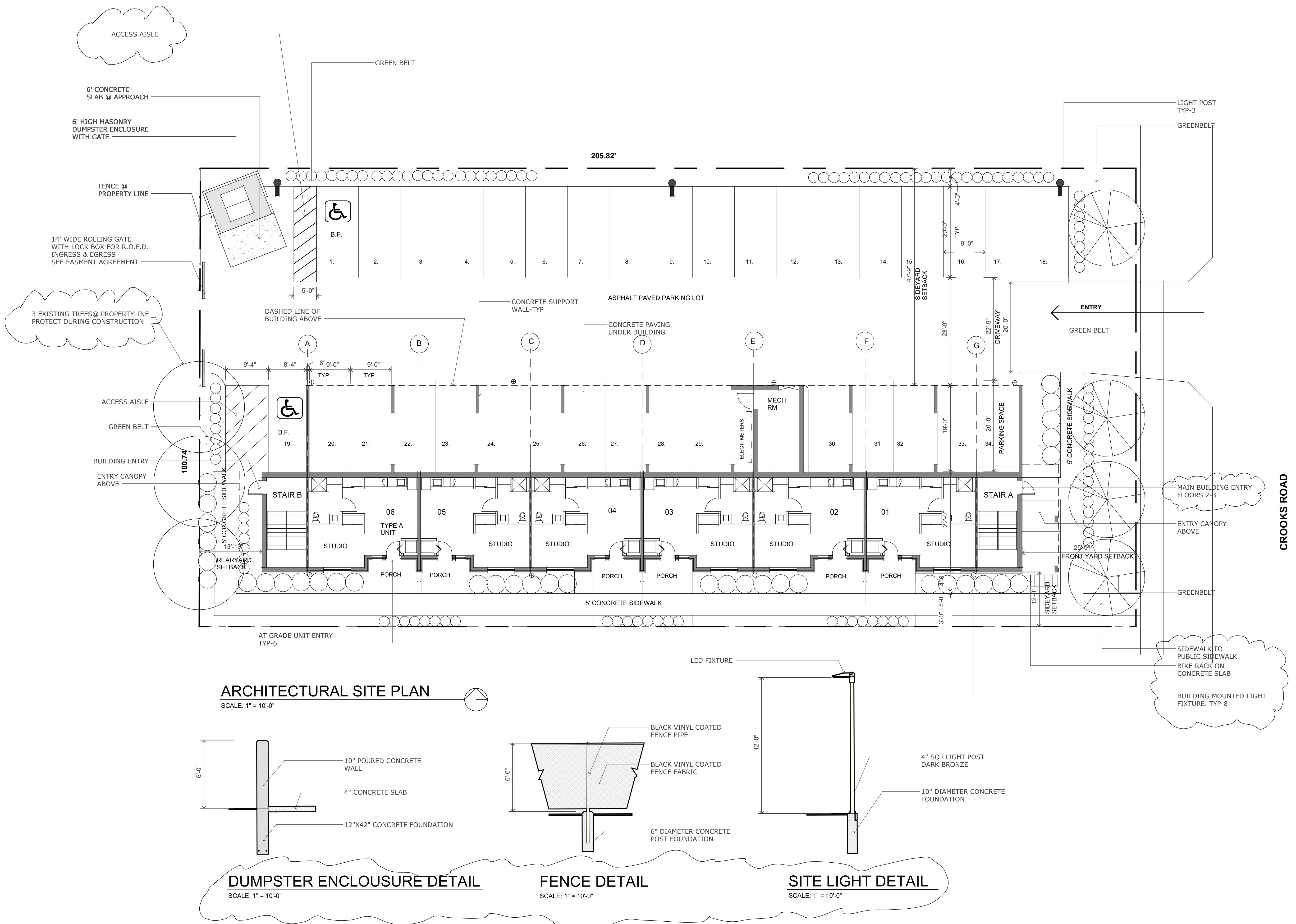
DATE:

Copyright  
Schneider+Smith Architects  
The design concept and information presented in these  
drawings and plans is the property of Schneider+  
Smith Architects, P.C. and as such no part may be copied, or used  
by others without the prior written permission of  
Schneider+Smith Architects, P.C.

A-0

**SP 23-12-19 FINAL P.U.D. SITE PLAN**





## WEST PROPERTY LINE FENCE EXAMPLE



## PARKING LOT LIGHT



## **BUILDING MOUNTED WALL LIGHT**

**Schneider + Smith**  
A B C H I T E C T S

33 South Center Street  
Royal Oak MI 48067  
h 248 398 0605  
chneidersmith.com

CLIENT  
AMBER PROPERTIES COMPANY  
80 NORTH CROOKS RD  
CLAWSON, MI 48017

PROJECT  
EMBER LANDING STUDIOS AND LOFTS  
951 CROOKS ROAD  
ROYAL OAK MI  
ATE AND ISSUE

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VISION 1-16-2023 STAFF PLAN REVIEW

#### DESCRIPTION

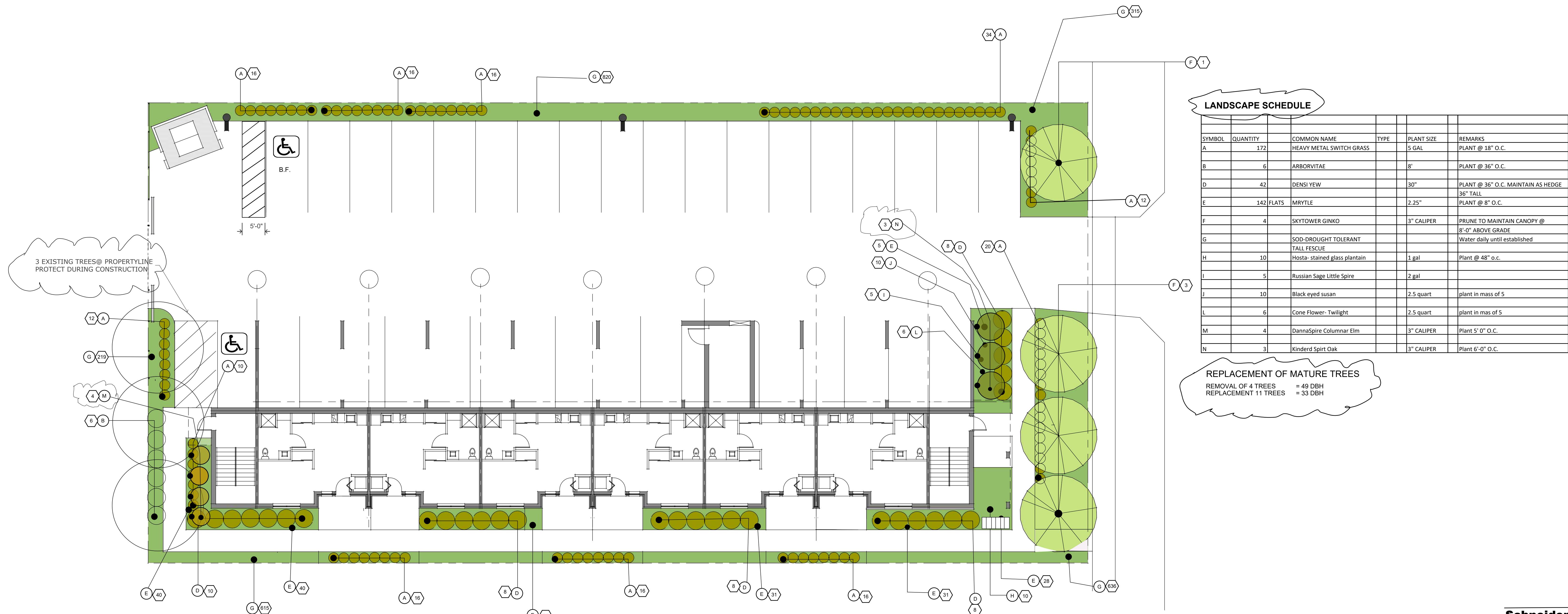
## ARCHITECTURAL SITE PLAN

OB NO:

HECKED BY:

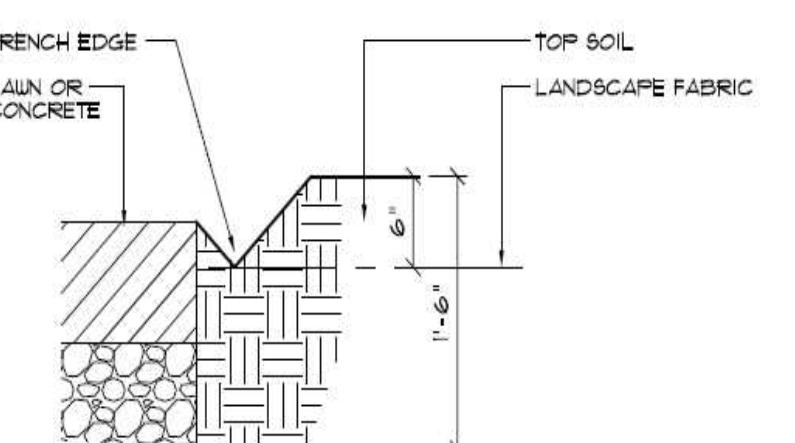
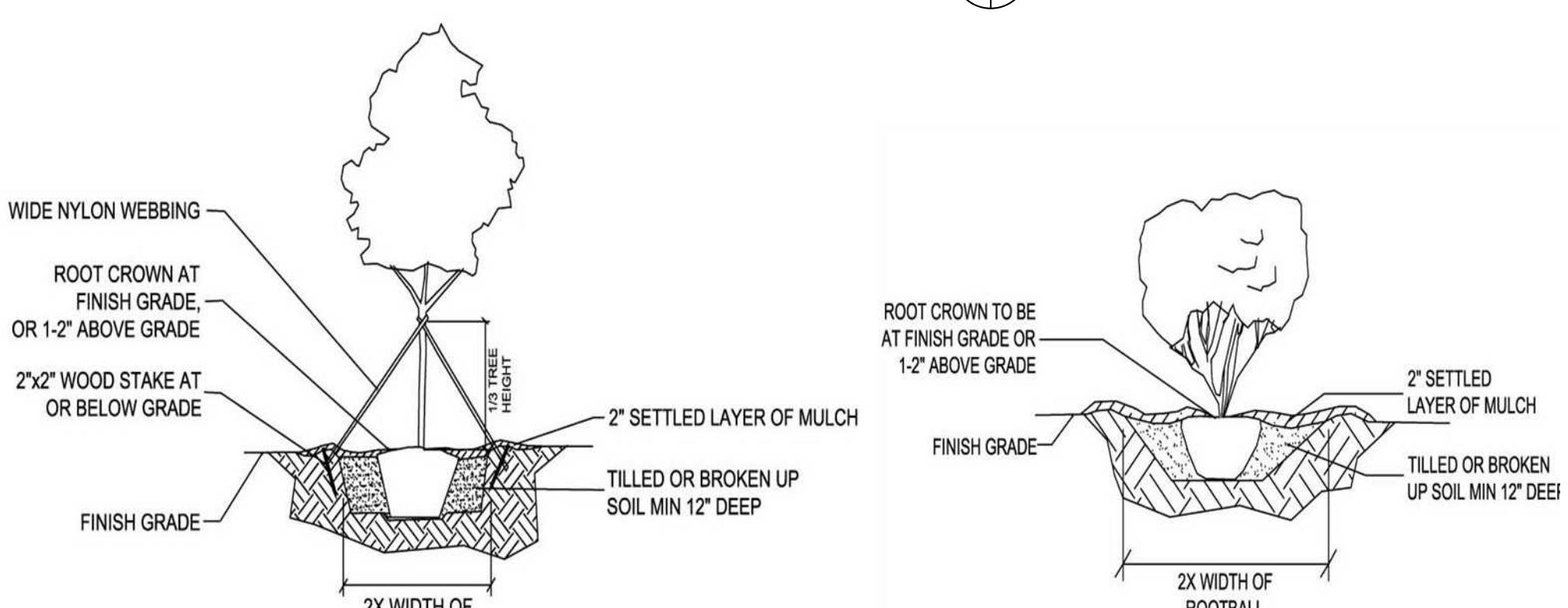
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SHEET NO.    A-1



## LANDSCAPE PLAN

SCALE: 1" = 10'-0"



### General Landscape Notes:

- Refer to Plant Schedule and Planting Details for additional information.
- All materials are subject to the approval of the Owner at any time.
- Owner to inspect all plant locations and plant bed conditions prior to installation. On-site adjustments may be required.
- Rootballs shall meet or exceed size standards as set forth in 'American Standards for Nursery Stock'. MAIN LEADERS OF ALL TREES SHALL REMAIN INTACT.
- Remove from the site any plant material that turns brown or defoliates within five (5) days after planting. Replace immediately with approved, specified material.
- Plant counts indicated on drawings are for Architect's use only. Contractor shall make own plant quantity takeoffs using drawings, specifications, and plant schedule requirements (i.e., spacing), unless otherwise directed by Architect. Contractor to verify bed measurements and install appropriate quantities as governed by plant spacing per schedule. Plant material quantities shown on plan are minimum quantities. Additional material may be needed to meet spacing requirements and field conditions.
- Seed all areas disturbed by construction activities that are not otherwise noted to receive pavement, planting bed, or sod treatment.
- The Contractor shall install and/or amend topsoil in all proposed bed areas to provide 12" of topsoil. Contractor shall coordinate quantity and placement of topsoil. Landscaper shall verify depth of topsoil prior to plant installation.
- All tree locations shall be marked with 2x2" stakes prior to planting for review and approval by the Owner.
- All plant beds shall receive 3" minimum of shredded hardwood bark mulch (unless otherwise noted).
- Verify all utility locations in the field prior to beginning work. Repair all damaged utilities to Owner's satisfaction at no additional cost.
- The Contractor shall maintain all plant material and lawns until the project is fully accepted by the Landscape Architect, unless otherwise noted.
- All workmanship and materials shall be guaranteed by the Contractor for a period of one calendar year after Final Acceptance.
- Contractor shall test all tree pits for drainage. Any tree pit that holds water for more than 24 hours shall be installed using tree pit drainage.
- Irrigate all new landscape until established.

**Schneider + Smith**  
ARCHITECTS

833 South Center Street  
Royal Oak MI 48067  
ph 248 398 0605  
schneidersmith.com

CLIENT  
AMBER PROPERTIES COMPANY  
380 NORTH CROOKS RD  
CLAWSON, MI 48017

PROJECT  
AMBER LANDING STUDIOS AND LOFTS  
3951 CROOKS ROAD  
ROYAL OAK MI

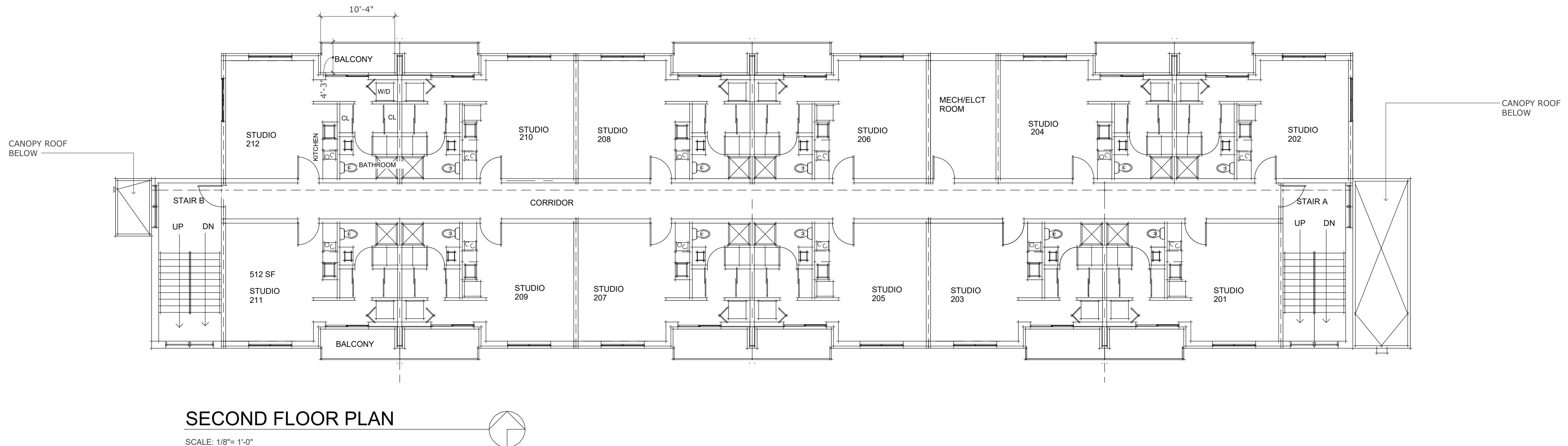
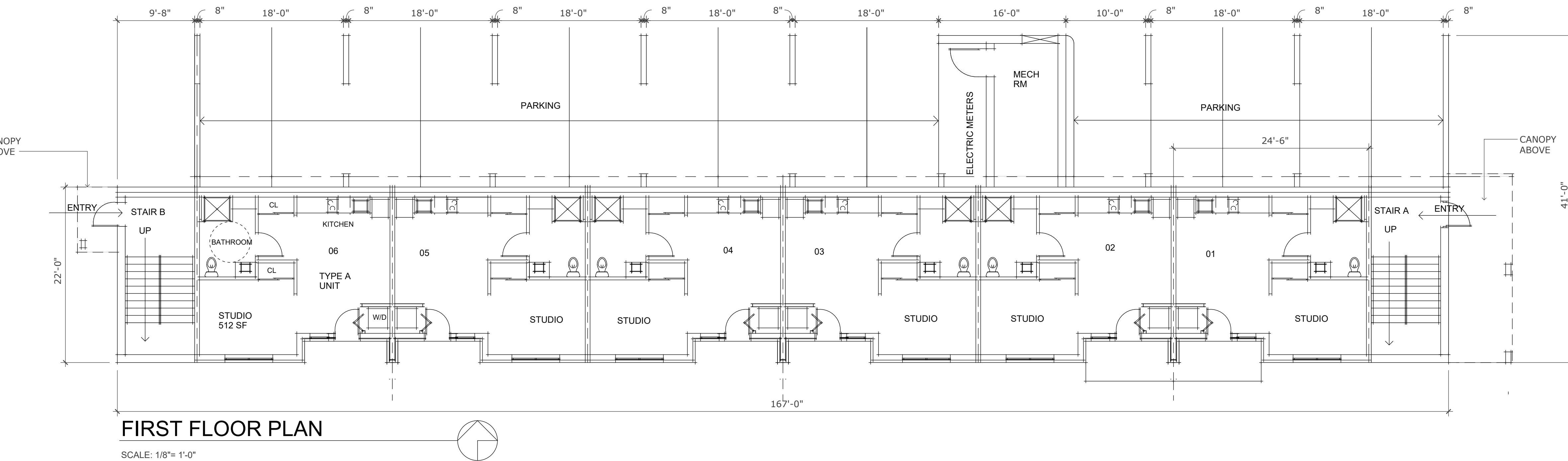
DATE & ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
LANDSCAPE PLAN

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ROYAL OAK MI

DATE AND ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
FIRST & SECOND FLOOR PLANS

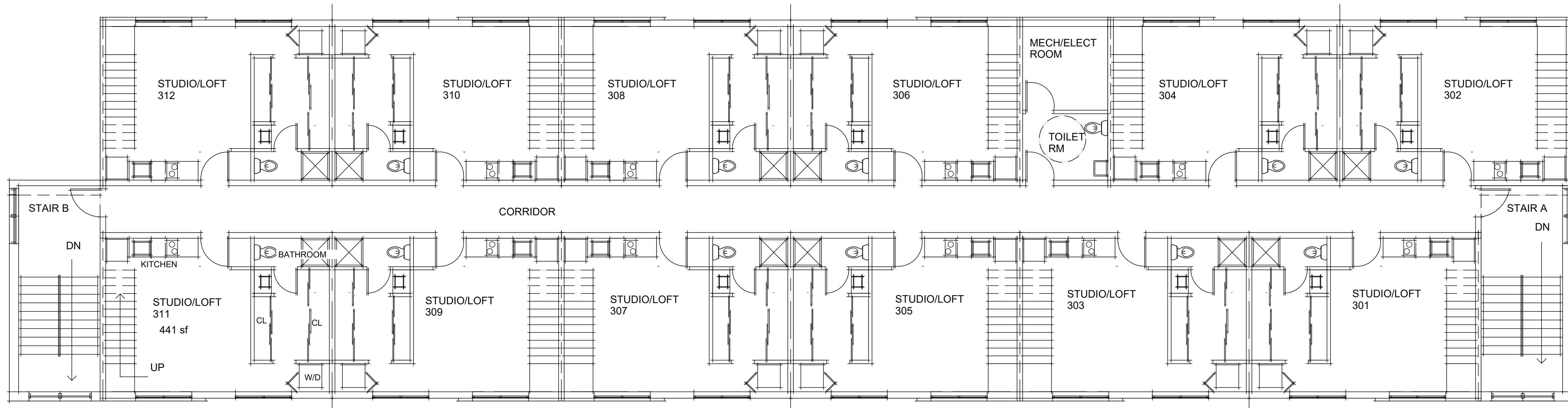
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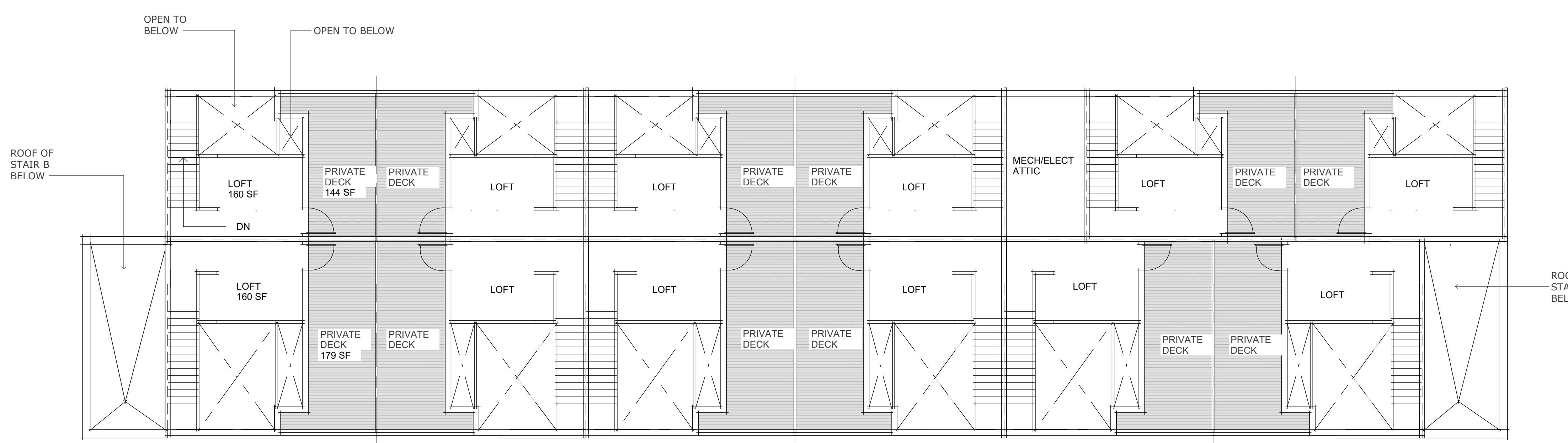
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THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"



MEZZANINE FLOOR PLAN

SCALE: 1/8" = 1'-0"

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CLAWSON, MI 48017

PROJECT  
AMBER LANDING STUDIOS AND LOFTS  
3951 CROOKS ROAD  
ROYAL OAK MI

DATE & ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
3RD & MEZZANINE FLOOR PLANS

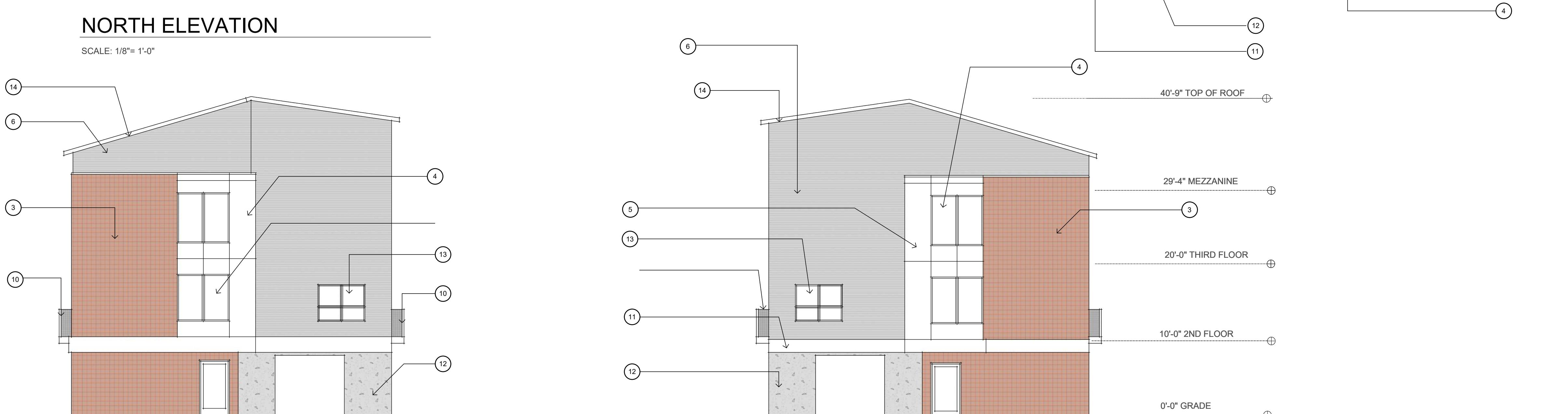
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**WEST ELEVATION**

SCALE: 1/8" = 1'-0"

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ROYAL OAK MI

DATE AND ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
COVER SHEET

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VIEW LOOKING WEST ENTERING FROM CROOKS ROAD



VIEW LOOKING NORTHWEST AT SOUTH FAÇADE



VIEW LOOKING SOUTHWEST



VIEW LOOKING NORTHWEST

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PROJECT  
AMBER LANDING STUDIOS AND LOFTS  
3951 CROOKS ROAD  
ROYAL OAK MI

DATE AND ISSUE  
10-20-2023 SITE PLAN REVIEW

REVISION  
11-16-2023 STAFF PLAN REVIEW

DESCRIPTION  
PERSPECTIVE VIEWS

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EXHIBIT C

Planning Commission Resolution



Planning Division  
203 South Troy Street  
Royal Oak, MI 48067  
248.246.3280

## MEMORANDUM

DATE: December 13, 2023

TO: File / Petitioner(s)

FROM: Planning Division

**SUBJECT:** **Rezoning from Multiple-Family Residential to Planned Unit Development (PUD) & Preliminary Site Plan (SP 23-12-19)** to construct 3.5-story building with 30 multiple-family dwellings at **3915 Crooks Rd.** (parcel no. 25-05-428-019)  
Amber The Vines, LLC, Petitioner & Owner  
Schneider & Smith Architects, Architect

---

The Royal Oak Planning Commission, at its meeting on December 12, 2023, took the following action regarding your planned unit development (PUD) application:

---

**Moved** by Mr. Esbri  
**Seconded** by Commissioner Douglas

**Be it resolved** that the request to rezone **3915 Crooks Road** (parcel no. 25-05-428-019) from "**Multiple-Family Residential**" to "**Planned Unit Development (PUD)**" in order construct a multiple-family building with three-and-a-half stories and 30 dwellings is hereby referred to the city commission with a **recommendation for approval**, based upon the following:

- a. Granting of the PUD will result in recognizable and material benefits to the ultimate users of the project and to the community, where such benefits would otherwise be unfeasible or unlikely to be achieved without application of the PUD regulations, and will be consistent with the criteria for an amendment to the official zoning map in § 770-129 of the zoning ordinance.
- b. The proposed type and density of multiple-family dwellings will not result in an unreasonable increase in the need for or burden upon public services, facilities, streets, and utilities.
- c. The proposed building and multiple-family dwellings are consistent with the public health, safety, and welfare of the city.
- d. The proposed building and multiple-family dwellings will not result in an unreasonable negative economic impact upon surrounding properties.
- e. The proposed building and multiple-family dwellings will be under single ownership and control such that there is a single entity having responsibility for completing the project in conformity with the zoning ordinance.

f. The proposed building and multiple-family dwellings are consistent with the goals, policies, and future land use map of the city's master plan.

**Be it further resolved that SP 23-12-19, a final planned unit development (PUD) site plan** to construct a multiple-family building with three-and-a-half stories and 30 multiple-family dwellings at **3915 Crooks Road** (parcel no. 25-05-428-019), is hereby referred to the city commission with a **recommendation for approval** with the following **contingencies**:

- a. The petitioner shall apply for review of the final PUD site plan, rezoning, and development agreement by the city commission, including all fees and information required under § 770-99 C of the zoning ordinance.
- b. Prior to review by the city commission, the petitioner shall submit documentation such as a cross-access agreement with the owner of the adjacent property at 3922 Devon Road (parcel no. 25-05-428-007) to verify their authorization to use the gate for emergency vehicle egress.
- c. The final PUD site plan shall comply with the zoning ordinance (Chapter 770), as well as all other applicable codes and ordinances, except for the following:
  - 1) No more than 30 multiple-family dwellings shall be permitted.
  - 2) Building setbacks of less than 25 feet shall be permitted as depicted on the plan sheets.
  - 3) A building height of greater than 36 feet shall be permitted as depicted on the plan sheets.
  - 4) A height-to-width ratio of more than one-to-three shall be permitted for the north and south exterior elevations as depicted on the plan sheets.
  - 5) The primary building entrance on the east front façade facing Crooks Road shall be as depicted on the plan sheet.
  - 6) Landscaping, screening, and open spaces shall be as depicted on the plan sheets, including (i) trees and landscaping required within off-street parking lots, and (ii) replacement of mature trees that are removed.
  - 7) No fewer than 34 off-street parking spaces shall be provided, including all required barrier-free parking spaces.
- d. All paving, utilities, and work within public rights-of-way shall be in accordance with the specifications and standards of the city engineer. All electrical, telephone, and similar utilities shall be placed underground.
- e. All exterior lighting shall comply with § 770-96 B of the zoning ordinance and other city codes and ordinances.
- f. Signage shall comply with the sign ordinance (Chapter 607) or receive necessary variances from the planning commission.
- g. Performance bonds shall be posted in amounts to be determined by the building official.
- h. The final PUD site plan shall meet all other code and ordinance requirements, as determined by the building official, fire marshal, and city engineer, including, but not

limited to, the state building code, the city's fire prevention ordinance (Chapter 340), and the city's stormwater detention ordinance (Chapter 644), prior to the issuance of any building or right-of-way permits.

**Motion adopted unanimously.**

---

The planning commission's recommendation will be forwarded to the city commission for their consideration at a future meeting. Prior to scheduling your application for a meeting of the city commission, you will need to submit the following to the required \$2,000.00 fee for review of the rezoning, final PUD site plan, and development agreement by the city commission.

We are currently drafting a development agreement for your application, copies of which will be sent to you for review and execution once that draft is completed. A second reading with the city commission will not be scheduled until executed copies of the development agreement are submitted.

Please contact us if you have any questions or need further information.

Respectfully,



Timothy E. Thwing  
Director of Community Development

cc: James A. Schneider, RA, Schneider + Smith Architects  
Jerome S. Amber, PE, Amber The Vines, LLC  
Dennis G. Cowan, Plunkett Cooney, PC

EXHIBIT D

Project Narrative

**Schneider + Smith A R C H I T E C T S**

Douglas A. Hedges, AICP, PCP  
City Planner II, Planning Division  
Planning Division  
211 South Williams Street  
Royal Oak, MI 48067

**Re: Special Land Use & Site Plan for Amber Landing Studios and Lofts 3951 Crooks Road**

Doug,

We have prepared the following overview of some of the project features that address the community benefits guidelines.

Per 770-98 PUD regulations

The proposed project replaces 11 units in two buildings which are well beyond their useful life with a new 30-unit 3 story building. The proposed development is a conforming use, will not result in an unreasonable increase in need for or burden city services, facilitates, streets or utilities.

The proposed development will be an improvement in public health, safety and welfare of the city, and will not result in a negative economic impact upon surrounding areas. The building will be much more energy efficient, will be fully sprinkled for fire safety, and will capture and store storm water, all of benefit to the residents and the community.

Compared to the exiting development the proposed development will provide;

- 12% increase in greenspace
- 50% increase in tree canopy
- 3% decrease in storm water area (parking and roof areas)
- 25% decrease in asphalt paved area

In today's housing market there are two primary items that can affect the cost of housing, density and unit size. Redeveloping this site with greater density and modest unit sizes will result in more affordable units.

The development will be owned by Amber Properties Company a company that owns and operates over 1600 units in the area and has been operating in the community for over 50 years. Amber Properties has a proven track record of investment in their existing properties and in developing new properties in the community.

Following is a list of additional community/environmental benefits of the project.

- 6 grade level units easily accessible for individuals with mobility issues.
- Outdoor living space for each unit; porch, balcony, or deck.
- Leeds silver water saving standard
- Electric heat pumps for unit HVAC
- Generous window sizes for daylight
- Electric cooktops
- Electric car charging stations @ select parking spaces
- LED lighting throughout
- Energy star appliances
- Drought resistant landscaping

## **Schneider + Smith A R C H I T E C T S**

With regard to sustainability, material selection is critical. Materials with long life cycles, sourced from renewable resources, and providing healthy interior environments often cost more up front but result in lower maintenance costs, less use of materials containing petroleum products and less disposal of worn-out materials. This project will be utilizing the following materials based on their sustainability.

Primary structure, wood framing, a highly renewable resource

Metal siding produced with 77% recycled content, long life cycle and recyclable

Brick exterior, long life cycle and renewable resource

Solid wood flooring throughout units, healthy living standard, long life cycle and renewable resource

Porcelain tile in common areas and bathrooms, healthy living standard, long life cycle and renewable resource

In addition to renewable resources, recyclable content and energy efficiency, a major component of a buildings environmental impact is material transportation, sourcing regional materials is a criteria for all major green building rating organizations. Materials are considered regional when manufacturing sourcing can be achieved within 500 miles.

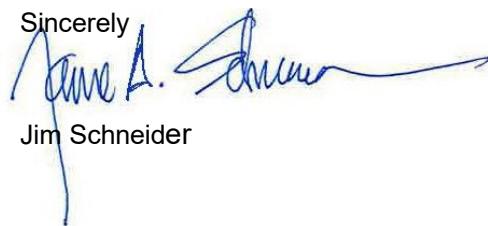
Major building components sourced with-in 500 miles

Steel siding	284 miles
Asphalt shingles	129 miles
Drywall	264 miles
Cabinets	197 miles
Hardwood flooring	220 miles
Concrete	10-30 miles
Masonry	269 miles
Wood sheathing	193 miles

In closing we believe this project, repurposing this site, represents a substantial commitment by the owner to the community and provides enormous community benefits including safe, sustainable, affordable housing.

Please let me know if you have any questions.

Sincerely

A handwritten signature in blue ink, appearing to read "Jim Schneider".

Jim Schneider



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Proposed Ordinance Amendment 2024-06, Residential Rental Regulations</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Attorney</b>	
<b>PRESENTER</b>	<b>Niccolas Grochowski, City Attorney</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

On the agenda for your review and consideration, for *first* reading, is a draft amendment to the City's current residential rental regulations. The City Attorney's office was instructed to draft revisions to the current residential rental regulations to bolster the regulations to address residents' concerns pertaining to short-term rentals and the deleterious effects to neighborhoods and neighbors that occasionally occur from these types of rentals.

The draft revision to the ordinance incorporates provisions from a recently introduced House Bill regulating short-term rentals and some concepts from a model ordinance from the GMAR to help provide additional tools in the code of ordinances to address these concerns.

By way of brief overview, the proposed revisions do the following:

- adds a number of relevant definitions for applicable terms in the ordinance
- requires any non-owner occupied dwelling to be registered with the city
- requires an application be completed setting forth certain requirements
- requires a local responsible agent if the owner does not live within 30 miles of the rental
- requires operational smoke detectors and carbon monoxide detectors as provided by state building regulations
- limits the maximum occupancy of the rented dwelling
- requires proof of possession of a required state license if required by the state of Michigan
- requires the provision of a good neighbor policy to every renter that sets forth requirements to help address negative neighborhood impacts a rental may have
- sets a suspension and revocation process for registrants
- sets penalties for violations

Attached is a redline version of the proposed ordinance that shows all of the changes and a clean version for your convenience.

---

### **Fiscal Impact**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$0.00</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	

<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact       Revenue impact (details below)  
 Workload impact (details below)       Operations Impact (details below)

**REVENUE IMPACT:** *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

- Welcoming, Engaged, and Livable Community
- Safe, Healthy, and Just City

**COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

A number of residents have engaged the Commission with their concerns prompting this ordinance revision.

**BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

**LEGAL COMMENTS**

**PROPOSED COMMISSION RESOLUTION:**

**NOW, THEREFORE BE IT RESOLVED**, that the Royal Oak City Commission hereby approves, at first reading, ORDINANCE NO. 2024-06, entitled “Residential Rental Regulations.”

**ATTACHMENTS:**

- Redline Ordinance
- Clean Ordinance
- Good Neighbor Policy

ORDINANCE NO. 2024-06

CITY OF ROYAL OAK,  
OAKLAND COUNTY, MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak by amending Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" and Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan, to provide for the registry and regulation of residential rentals in the city and to prescribe penalties and remedies for violations.

THE CITY OF ROYAL OAK ORDAINS:

**SECTION 1. Amendments.**

That Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition", of the Code of Ordinances, City of Royal Oak, Michigan, is hereby amended, to read as follows:

A. Sec. 104.8, Licenses and inspectionsRental Property Registration, is hereby added to read as follows:

**104.8 Rental Property RegistrationLicenses and inspections:**

1. As used in this section:

- (a) "Carbon monoxide detector" means a device that detects carbon monoxide and alerts occupants via a distinct and audible signal that is either self-contained in the unit or activated via a system connection.
- (b) "Department" means the Michigan department of licensing and regulatory affairs, or its successor.
- (c) "Hotel condominium" means a group of condominium units or condominium projects rented by a common rental management company for transient rental that may include a reception or check-in desk.
- (d) "Owner" means the owner of a rental property located within the City of Royal Oak.
- (e) "Rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4-family house, or any unit or group of units in a condominium unit.
- (f) "Responsible party" means a person who resides within 30 miles from the rental property who can respond to emergencies or other situations at the registered property who is responsible on behalf of the owner and subject to all legal

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responsibilities for the registered property on behalf of the owner if the owner does not reside within 30 miles of the rental property.

(g) "Short-term rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4-family house, or any unit or group of units in a condominium unit for terms of not more than 30 consecutive days. Short-term rental does not include the rental of a hotel, motel, hotel condominium, home, or condominium unit that is located within a resort that offers amenities such as golf, a skiing restaurant facility, or group meeting accommodation.

(h) "Smoke detector" means a device, either battery operated or electrical, that detects visible or invisible particles of combustion.

(a)2. No person, firm, or business entity shall rent, lease, offer for rent or lease, or allow any residential unit, dwelling or property to be occupied by a nonowner without first obtaining a license/registering the property with the City therefor.

(b)3. A residential rental license shall be issued by the Code Official if: To register a rental property with the City, the owner shall provide a completed application that shall contain all of the following:

(b) Address of the rental and the number of units and buildings for which registration is sought, the type of units intended, the number of bedrooms in the dwelling unit and the size in square feet of each bedroom and any other pertinent property data that is included in the application.

(c) The number of off-street parking spaces provided for the dwelling unit, which shall be the same as the number advertised and listed in the rental agreement.

(d) The maximum number of occupants to which the applicant intends to rent the dwelling unit in any given rental period, which will be the same as the maximum number advertised and maximum number listed in the rental agreement, not to exceed two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential Code.

(e) If a short-term rental, a copy of a certificate of insurance evidencing that the owner has \$1,000,000.00 or more liability insurance on the short-term rental property.

(f) Contact information for a responsible party on behalf of the owner who is a local agent for the rental property. For purposes of this Chapter, the responsible party shall reside within 30 miles from the rental property.

(a)(g) A sworn attestation that the dwelling is equipped with all of the following functional equipment in compliance with the current code in effect for the dwelling:

(i) Carbon monoxide detector that may be battery-powered, plug-in with or without battery backup, wired into the property's AC power line with secondary battery backup, or connected to a system by means of a control panel.

(ii) Smoke detector.

(iii) One (1) Fire extinguisher per occupied floor of the dwelling.

(h) If a short-term rental, a sworn attestation that the property owner or the responsible party will provide at least one copy of the City's Good Neighbor Policy with address section completed to the renters each time the dwelling unit is rented, trash pick-up locations and times, property boundaries, on-site parking spots, limitations on visitors, common areas available for use by guests, and a copy of the City noise and nuisance ordinances.

(i) If a short-term rental, a copy of the current State of Michigan Certificate for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its successor.

(2) An inspection is performed on the property sought to be licensed and all violations disclosed thereby are either corrected by the applicant or are waived by the Code Official upon a showing of practical difficulty by the applicant.

4. All residential rentals in the City of Royal Oak shall:

(a) Designate a responsible party who is responsible on behalf of the owner and subject to all legal responsibilities for the registered property on behalf of the owner and who shall reside within 30 miles from the rental property.

(b) Post the street address of the property in two prominent locations within the residential dwelling to assist any occupants in directing emergency services to the location.

(c) Not permit occupancy of the residential dwelling in excess of two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential Code.

(d) Not permit occupancy of any attic or basement bedroom unless it has been constructed with recorded permits from the City and meets all of the requirements for occupancy under the Michigan Residential Code and Fire Code.

(e) Possess a valid Certificate by the State of Michigan, for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its successor.

(f) Maintain the exterior of the property as required by the city code of ordinances and the Property Maintenance Code including but not limited to, yard maintenance, snow removal, proper use of and placement of refuse containers.

(g) Meet all of the requirements of Subsection 3 of this Ordinance.

5. A license-rental registration shall be in effect until the expiration date indicated on the license-registration unless revoked for cause by the City. Failure to secure or renew a license-registration in accordance with the provisions of this chapter or failure to pay such inspection fee is a violation of this chapter. A late charge of \$1 per day, per

dwelling unit, ~~with a minimum of \$5~~ shall be charged on all payments received after 30 days after the expiration of an existing ~~license registration~~ or 30 days after ~~meeting conditions notification~~ that an initial ~~license registration~~ is required. All fees and the owner. If the owner fails to pay the City as provided within 30 days of demand by the City, the City shall have a lien on the property for all unpaid fees and charges and may enforce such lien in the manner prescribed by state law for the enforcement of tax liens.

6. (d) Suspension or revocation of licenses. Any ~~rental registration~~~~license~~ issued by the City under this chapter may be suspended by the Code Official for cause, ~~and any permit issued by the City may be suspended or revoked by the City Commission for cause~~. The ~~licensee-owner~~ shall have the right to a hearing before the ~~Commission City Manager~~ on any such action of the Code Official, provided a written request therefor is filed with the City Clerk within five days after receipt of said notice of such suspension. The ~~Commission City Manager may shall, by written opinion, confirm~~ such suspension or revoke or reinstate any such ~~license rental registration~~. A copy of ~~the City Manager's written decision shall be forwarded to the City Commission~~. The action taken by the ~~Commission City Manager~~ shall be final. Upon suspension or revocation of any ~~license or permit~~~~registration~~, the fee therefor shall not be refunded. Except as otherwise specifically provided in this chapter, any ~~licensee whose licenseeowner who has had a rental registration been~~ revoked shall not be eligible to apply for a new ~~license registration~~ for a period of one (1) year after such revocation.

7. (e) Cause defined. The term "cause," as used in this chapter, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any ~~registration~~ ~~license or permit~~ granted under the provisions of this chapter, or upon any premises or facilities used in connection therewith, which act, omission or condition is:

- (a4) Contrary to the health, morals, safety or welfare of the public.
- (b2) Unlawful, irregular or fraudulent in nature.
- (c3) Unauthorized or beyond the scope of the ~~license registration~~ granted.
- (d4) Forbidden by the provisions of this chapter, or any duly established rule or regulation of the City applicable to housing.
- (e5) A nuisance on the ~~registered~~~~licensed~~ property. ~~Three (3) or more police responses to a registered property within a registration period for violation of the City of Royal Oak Code of Ordinances or Zoning Ordinance shall constitute a nuisance for purposes of suspension and/or revocation of the rental registration.~~

(f) Inspections. ~~In order to~~ To safeguard the safety, health and welfare of the public, the Code Official or ~~his~~ ~~their~~ representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing ~~their~~~~his~~ duties under this Code.  
~~All one family, two family and multifamily dwelling units which are rented or leased, or are intended to be rented or leased, and all boardinghouses or lodging houses shall be inspected biannually.~~

(g9.) Fees. Fees for ~~such~~ ~~licenses~~ ~~each~~ ~~property for rental registration~~ shall be set by resolution of the City Commission. Such fees shall reflect the cost of processing,

inspection, supervision and other related costs of regulation. The fees shall not be prorated or refundable. The fees shall be paid into the City Treasury.

Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan

**Sec. 556-4B Section 106.4, Violation penalties, is hereby amended to read as follows:**

106.4 Violations and penalties.

- (a) A person violating this chapter for the first time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$100~~50~~, plus costs.
- (b) A person violating this chapter for the second time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$200~~50~~, plus costs.
- (c) A person violating this chapter for the third time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$300~~200~~, plus costs and shall be deemed a nuisance and subject to revocation of the rental registration.
- (d) A person violating this chapter for the fourth or subsequent time is guilty of a misdemeanor, punishable by a fine of not more than \$500 or imprisonment for not more than 90 days, or to both such fine and imprisonment in the discretion of the court.

**SECTION 2. Repealer.**

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

**SECTION 3. Severability.**

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**SECTION 4. Savings.**

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

**SECTION 5. Effective Date.**

This ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

**SECTION 6. Inspection.**

A copy of this ordinance may be inspected or purchased at the city clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days and between the hours of 8:00 a.m. and 12:00 p.m. on Fridays.

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Michael Fournier, Mayor

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Melanie Halas, City Clerk

Date Adopted:

Date Published:

Effective Date:

**ORDINANCE NO. 2024-06**

**CITY OF ROYAL OAK,  
OAKLAND COUNTY, MICHIGAN**

**AMENDMENT TO THE CODE OF ORDINANCES**

An Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak by amending Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" and Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan, to provide for the registry and regulation of residential rentals in the city and to prescribe penalties and remedies for violations.

**THE CITY OF ROYAL OAK ORDAINS:**

**SECTION 1. Amendments.**

That Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition", of the Code of Ordinances, City of Royal Oak, Michigan, is hereby amended, to read as follows:

**A. Sec. 104.8, Rental Property Registration, is hereby added to read as follows:**

**104.8 Rental Property Registration:**

1. As used in this section:
  - (a) "Carbon monoxide detector" means a device that detects carbon monoxide and alerts occupants via a distinct and audible signal that is either self-contained in the unit or activated via a system connection.
  - (b) "Department" means the Michigan department of licensing and regulatory affairs, or its successor.
  - (c) "Hotel condominium" means a group of condominium units or condominium projects rented by a common rental management company for transient rental that may include a reception or check-in desk.
  - (d) "Owner" means the owner of a rental property located within the City of Royal Oak.
  - (e) "Rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4-family house, or any unit or group of units in a condominium unit.
  - (f) "Responsible party" means a person who resides within 30 miles from the rental property who can respond to emergencies or other situations at the registered property who is responsible on behalf of the owner and subject to all legal

responsibilities for the registered property on behalf of the owner if the owner does not reside within 30 miles of the rental property.

- (g) "Short-term rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4-family house, or any unit or group of units in a condominium unit for terms of not more than 30 consecutive days. Short-term rental does not include the rental of a hotel, motel, hotel condominium, home, or condominium unit that is located within a resort that offers amenities such as golf, a skiing restaurant facility, or group meeting accommodation.
- (h) "Smoke detector" means a device, either battery operated or electrical, that detects visible or invisible particles of combustion.

2. No person, firm, or business entity shall rent, lease, offer for rent or lease, or allow any residential unit, dwelling or property to be occupied by a nonowner without first registering the property with the City.
3. To register a rental property with the City, the owner shall provide a completed application that shall contain all of the following:
  - (a) Name and address of the owner of the residential rental property.
  - (b) Address of the rental and the number of units and buildings for which registration is sought, the type of units intended, the number of bedrooms in the dwelling unit and the size in square feet of each bedroom and any other pertinent property data that is included in the application.
  - (c) The number of off-street parking spaces provided for the dwelling unit, which shall be the same as the number advertised and listed in the rental agreement.
  - (d) The maximum number of occupants to which the applicant intends to rent the dwelling unit in any given rental period, which will be the same as the maximum number advertised and maximum number listed in the rental agreement, not to exceed two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential Code.
  - (e) If a short-term rental, a copy of a certificate of insurance evidencing that the owner has \$1,000,000.00 or more liability insurance on the short-term rental property.
  - (f) Contact information for a responsible party on behalf of the owner who is a local agent for the rental property. For purposes of this Chapter, the responsible party shall reside within 30 miles from the rental property.
  - (g) A sworn attestation that the dwelling is equipped with all of the following functional equipment in compliance with the current code in effect for the dwelling:
    - (i) Carbon monoxide detector that may be battery-powered, plug-in with or without battery backup, wired into the property's AC power line with secondary battery backup, or connected to a system by means of a control panel.

- (ii) Smoke detector.
  - (iii) One (1) Fire extinguisher per occupied floor of the dwelling.
- (h) If a short-term rental, a sworn attestation that the property owner or the responsible party will provide at least one copy of the City's Good Neighbor Policy with address section completed to the renters each time the dwelling unit is rented, trash pick-up locations and times, property boundaries, on-site parking spots, limitations on visitors, common areas available for use by guests, and a copy of the City noise and nuisance ordinances.
- (i) If a short-term rental, a copy of the current State of Michigan Certificate for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its successor.

4. All residential rentals in the City of Royal Oak shall:

- (a) Designate a responsible party who is responsible on behalf of the owner and subject to all legal responsibilities for the registered property on behalf of the owner and who shall reside within 30 miles from the rental property.
- (b) Post the street address of the property in two prominent locations within the residential dwelling to assist any occupants in directing emergency services to the location.
- (c) Not permit occupancy of the residential dwelling in excess of two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential Code.
- (d) Not permit occupancy of any attic or basement bedroom unless it has been constructed with recorded permits from the City and meets all of the requirements for occupancy under the Michigan Residential Code and Fire Code.
- (e) Possess a valid Certificate by the State of Michigan, for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its successor.
- (f) Maintain the exterior of the property as required by the city code of ordinances and the Property Maintenance Code including but not limited to, yard maintenance, snow removal, proper use of and placement of refuse containers.
- (g) Meet all of the requirements of Subsection 3 of this Ordinance.

5. A rental registration shall be in effect until the expiration date indicated on the registration unless revoked for cause by the City. Failure to secure or renew a registration in accordance with the provisions of this chapter or failure to pay such inspection fee is a violation of this chapter. A late charge of \$1 per day, per dwelling unit, shall be charged on all payments received after the due date, which is 30 days

after the expiration of an existing registration or 30 days after meeting the conditions that an initial registration is required. All fees and charges shall be paid by the owner. If the owner fails to pay the City as provided within 30 days of demand by the City, the City shall have a lien on the property for all unpaid fees and charges and may enforce such lien in the manner prescribed by state law for the enforcement of tax liens.

6. Any rental registration issued by the City under this chapter may be suspended by the Code Official for cause. The owner shall have the right to a hearing before the City Manager on any such action of the Code Official, provided a written request therefor is filed with the City Clerk within five days after receipt of said notice of such suspension. The City Manager shall, by written opinion, confirm such suspension or revoke or reinstate any such rental registration. A copy of the City Manager's written decision shall be forwarded to the City Commission. The action taken by the City Manager shall be final. Upon suspension or revocation of any registration, the fee therefor shall not be refunded. Except as otherwise specifically provided in this chapter, any owner who has had a rental registration revoked shall not be eligible to apply for a new registration for a period of one (1) year after such revocation.
7. The term "cause," as used in this chapter, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any registration granted under the provisions of this chapter, or upon any premises or facilities used in connection therewith, which act, omission or condition is:
  - (a) Contrary to the health, morals, safety or welfare of the public.
  - (b) Unlawful, irregular or fraudulent in nature.
  - (c) Unauthorized or beyond the scope of the registration granted.
  - (d) Forbidden by the provisions of this chapter, or any duly established rule or regulation of the City applicable to housing.
  - (e) A nuisance on the registered property. Three (3) or more police responses to a registered property within a registration period for violation of the City of Royal Oak Code of Ordinances or Zoning Ordinance shall constitute a nuisance for purposes of suspension and/or revocation of the rental registration.
8. To safeguard the safety, health and welfare of the public, the Code Official or their representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing their duties under this Code.
9. Fees for each property for rental registration shall be set by resolution of the City Commission. Such fees shall reflect the cost of processing, inspection, supervision and other related costs of regulation. The fees shall not be prorated or refundable. The fees shall be paid into the City Treasury.

Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows: "of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan

**Sec. 556-4B Section 106.4, Violation penalties, is hereby amended to read as follows:**

**106.4 Violations and penalties.**

- (a) A person violating this chapter for the first time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$100, plus costs.
- (b) A person violating this chapter for the second time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$200, plus costs.
- (c) A person violating this chapter for the third time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$300, plus costs and shall be deemed a nuisance and subject to revocation of the rental registration.
- (d) A person violating this chapter for the fourth or subsequent time is guilty of a misdemeanor, punishable by a fine of not more than \$500 or imprisonment for not more than 90 days, or to both such fine and imprisonment in the discretion of the court.

**SECTION 2. Repealer.**

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

**SECTION 3. Severability.**

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**SECTION 4. Savings.**

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

**SECTION 5. Effective Date.**

This ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

**SECTION 6. Inspection.**

A copy of this ordinance may be inspected or purchased at the city clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days and between the hours of 8:00 a.m. and 12:00 p.m. on Fridays.

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Michael Fournier, Mayor

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Melanie Halas, City Clerk

Date Adopted:

Date Published:

Effective Date:

THE ADDRESS WHERE YOU ARE STAYING: \_\_\_\_\_

**Contact Information:**

Emergency or Urgent Care – 911

Code Enforcement Hotline – \_\_\_\_\_

Hospital – \_\_\_\_\_

Police Department (Non-Emergency) – \_\_\_\_\_

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## **Good Neighbor Guide**

### **A Guide for Renters**

Welcome to the City of Royal Oak. We hope you enjoy our beautiful community. During your visit, please remember that the vacation rental home where you are staying is in a residential neighborhood. Not everyone in the neighborhood is on vacation and many are required to rise early in the morning. To ensure our residents' quiet and peaceful enjoyment of their neighborhood, we have established a "Good Neighbor Guide." Please respect your neighbors and our city by following these guidelines. Failure to comply may result in neighborhood property owners notifying local law enforcement. This may result in fines for you and the property owner.

**Noise**

Be considerate and respect your neighbors' right to the quiet enjoyment of their home and property especially after 10:00 p.m. In addition, Ordinance Section 278-35 prohibits disorderly conduct and disturbing the peace. Violations may result in jail and/or fine.

**Parking**

In some areas street parking is limited; please use your vacation home's off-street parking whenever possible. If street parking is available, please engage in good neighbor practices by parking in front of your vacation home, being mindful not to block sidewalks, mailboxes, or driveways. Please ask your property owner/manager about alternative overnight parking lots that are available to help relieve parking congestion.

**Garbage Pickup**

Garbage shall not be left in public view except in proper containers. The regularly scheduled garbage day is \_\_\_\_\_. Please put your garbage out no sooner than the day before (preferably in the evening). Emptied garbage bins should be returned to their storage location as soon as possible after pickup and not remain at the curb overnight. Our ordinance prohibits storing refuse containers at the curb for more than 24 hours.

**Pets**

All pets are required to be on leashes whenever they are in unenclosed areas or on public areas. When walking your dogs, you are required to pick up and dispose of their waste. Please do not allow your pets to trespass on neighboring property. Pets should not be allowed to make loud and frequent noise that will disturb the peace and quiet of a neighborhood.

**Events & Occupancy**

Large events such as family reunions, weddings or parties have a negative impact on residential neighborhoods due to parking and noise. Please check your vacation homes' policies regarding events and day guests. Violations may result in immediate cancellation of your rental and potential charges for violating city ordinances.



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of Extension to Farmer's Market Management Contract</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Department of Public Service</b>	
<b>PRESENTER</b>	<b>Aaron Filipski</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

The existing contract (attachment 1) for management of the Royal Oak Farmer's Market expires at the end of the current fiscal year. In anticipation of its expiration, the Department of Public Services and Recreation solicited bids for these services in order to explore potential alternatives. The solicitation resulted in one proposal from Mazur Market Management (MMM), the incumbent management company.

In the 13 years that MMM has been performing this function, the market has seen significant growth in utilizing the facility for private and public special events. The facility has been well-maintained, and the diversity of market products continues to draw a large number of customers.

Despite the success of the market and satisfactory management, staff determined that a broader review of potential options is the most prudent course of action. As such, the recent request for proposals will be reviewed, revised as necessary, and reissued by September 30, 2024.

In the interim, staff recommends exercising the 1-year contract extension option provided for in the current contract. This would extend MMM's services until June 30, 2025. The vendor was agreeable to this option, but requested a 5% increase on its base management fee, effective July 1, 2024, for the duration of the extended period. The vendor has not received an increase on its base management fee since the execution of the current agreement in 2019.

The increase equates to \$10,874, which, if approved, would be reflected in the proposed 24-25 budget; a budget amendment for the current fiscal year is not required.

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### **Fiscal Impact**

<b>BUDGET SUMMARY (FY 24-25)</b>	
<b>EXPENDITURE REQUIRED</b>	<b>\$228,364</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$217,490</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>n/a</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>551.545.80100</b>

<b>WAS THIS A BUDGETED EXPENSE?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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**OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact       Revenue impact (details below)  
 Workload impact (details below)       Operations Impact (details below)

**REVENUE IMPACT:** *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

None.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

None.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

None.

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**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

n/a

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**COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

None.

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**BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

This proposal was presented to the Parks and Recreation Advisory Board at its April 4, 2024 meeting, and the recommendation to present it to the City Commission was approved unanimously.

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**LEGAL COMMENTS**

**PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the Royal Oak City Commission hereby approves the staff recommendation to extend the current farmer's market management contract with Mazur Market Management through June 24, 2025 and authorizes the Clerk and Mayor to sign the agreement.**

**ATTACHMENTS:**

- Market Management Contract Extension Agreement

**FARMERS' MARKET MANAGEMENT AGREEMENT  
1-YEAR EXTENSION**

THIS AGREEMENT is entered into this \_\_\_\_ day of April, 2024, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "CITY") and MAZUR MARKET MANAGEMENT, L.L.C., a Michigan limited liability company with offices at 713 West Marshall Street, Ferndale, Michigan 48220 (MAZUR MANAGEMENT).

WHEREAS, the CITY is the owner of the Royal Oak Farmers' Market, which is located at 316 East Eleven Mile Road, Royal Oak, Michigan 48067; and

WHEREAS, MAZUR MANAGEMENT has managed the Farmers' Market for the CITY since January 1, 2012; and

WHEREAS, the current agreement entered into on June 24, 2019 between the CITY and MAZUR MANAGEMENT for the management of the Farmers' Market is scheduled to expire on June 30, 2024; and

WHEREAS, the CITY and MAZUR MANAGEMENT mutually agree and desire to exercise the option to extend the agreement for a 1-year period as provided for in the current agreement;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the CITY and MAZUR MANAGEMENT agree as follows:

1. Continued Applicability of Terms. Except as specifically provided for herein, all of the existing terms and conditions set forth in the current contract dated June 24, 2019 continue to apply for the duration of the extension period.
2. Term. This agreement shall be effective as of July 1, 2024 and end on June 30, 2025.
3. Management Fee. The CITY shall pay MAZUR MANAGEMENT a bi-weekly management fee of \$8,783.23.

WITNESSES

CITY OF ROYAL OAK

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Michael Fournier, Mayor

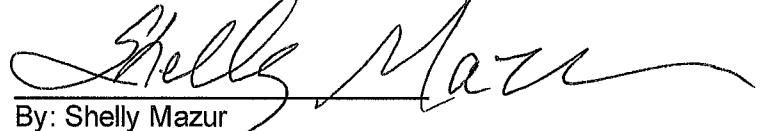
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Melanie Halas, City Clerk

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APPROVED AS TO FORM  
Niccolas J. Gochowski, City Attorney

MAZUR MARKET MANAGEMENT, L.L.C.

  
By: Shelly Mazur  
Its: President

Frances Malesynek



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Resolution to approve Request for Qualifications for Executive Search Firm for Recruitment and Selection of City Manager</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Attorney</b>	
<b>PRESENTER</b>	<b>Niccolas Gochowski</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### **EXECUTIVE SUMMARY** (include history of previous Commission action/discussion, background, scope of work, etc.):

The City Commission directed staff to draft a Request for Qualifications (RFQ) to engage an executive search firm to assist the city in the recruitment and selection process for a new city manager. Attached for your consideration is a proposed RFQ. Should the Commission desire to approve the RFQ a suggested resolution is provided. If approved, the city will timely post the RFQ through normal channels and directly provide the RFQ to regional executive search firms that may be interested in responding to the RFQ.

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### **Fiscal Impact**

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>TBD</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>\$0.00</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### **OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact       Revenue impact (details below)  
 Workload impact (details below)       Operations Impact (details below)

**REVENUE IMPACT:** *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

Fiscal impact and funding source TBD.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able*

*to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

---

### **ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

---

### **COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

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### **BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

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### **LEGAL COMMENTS**

### **PROPOSED COMMISSION RESOLUTION:**

**NOW, THEREFORE BE IT RESOLVED**, that the Royal Oak City Commission hereby approves the Request for Qualifications (RFQ) to engage an executive search firm to assist the city in the recruitment and selection process for a new city manager.

### **ATTACHMENTS:**

**RFQ Executive Search Firm - City Manager 4-22-24**



## REQUEST FOR QUALIFICATIONS

### **Executive Search Firm for City Manager**

#### **For more information contact:**

Dennis Van de Laar  
Human Resources Director  
203 S Troy St  
Royal Oak, MI 48067  
Phone: (248) 246-3070  
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## **1.0 INTRODUCTION**

### **1.01 Introduction:**

This Request for Qualifications (RFQ) is seeking proposals from qualified firms to perform executive search services to assist the City of Royal Oak in hiring a new City Manager. The City of Royal Oak will accept statements of qualifications from firms that have relevant history and experience providing executive recruitment services for the position of city manager and executive department heads for municipal corporations and other similar governmental agencies. The selected firm will be involved in recruitment, screening discussions with City Commission members, and may offer suggestions on the hiring of the City Manager position.

### **1.02 Background:**

Royal Oak, MI (Population: approx. 58,000) – is a dynamic city full of opportunity and excitement! Often referred to as "RO," it combines the amenities of a large city with the charm of a small town. Founded in 1855, and established as a city in 1921, Royal Oak spans 12 square miles and is a close-knit community where residents take great pride in their neighborhoods. The city is known for its diversity, growth, top-rated schools, vibrant neighborhoods, and bustling business districts, making it an ideal place for everyone to call home. Located in Oakland County, near the crossroads of I-75 and I-696, Royal Oak is just a short drive north of Downtown Detroit, Ann Arbor and the border with Canada, and boasts an Amtrak station for convenient travel throughout southeast Michigan and beyond.

The city's downtown area and the Woodward Corridor are famous for their unique mix of shops, restaurants, sidewalk cafes, art galleries, and entertainment venues. Royal Oak is home to the Detroit Zoo, Beaumont Hospital, an Oakland Community College campus, Baker College, the Royal Oak Farmers Market, historic churches including a national basilica, and hosts numerous community art fairs and events.

Royal Oak is dedicated to providing its citizens with maximum value for their tax dollars and aims to attract and retain businesses, industry, investment, and jobs through innovation and an entrepreneurial spirit. The city operates under a commission-manager form of government with a seven-member Commission and 16 departments, employing around 480 permanent staff members. The City Manager serves as the chief executive officer of the City and is responsible for the administration of all City affairs.

## **2.0 QUALIFICATIONS**

### **2.01 Minimum Qualifications:**

In order to qualify as responsive, the proposer needs to meet the following minimum qualifications:

- Executive search firm specializing in providing executive recruitment services for municipal government positions, specifically for City Manager or equivalent roles.
- Each respondent shall, within the past thirty-six (36) months have worked with a public entity like the City of Royal Oak to conduct executive recruitments.
- Each respondent shall have, within the past thirty-six (36) months, placed at least one (1) executive candidate with a public governmental entity or other similar entity.

### **2.02 Preferred Qualifications:**

- Experience providing executive search services for cities with similar demographics and governance structure as the City of Royal Oak.
- Proven track record of successfully placing candidates in City Manager positions in the Midwest region

### **3.0 REQUIRED SUBMITTALS, DUE DATE, REVIEW AND SELECTION**

#### **3.01 Required Submittals:**

Entities must submit the following to be considered as qualified for consideration:

- A Title Page that indicates the proposal subject, name of firm, local address, telephone number, name of contact person, and date of submittal.
- Introduction letter detailing the firm, indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.
- Narrative describing the firm's history and an overview of services.
- Briefly state your understanding of the work to be performed. Include, but do not limit your statement to, the specific items requested in Attachment A, Scope of Work.
- Describe the experience of the firm in the past thirty-six (36) months in performing similar services. Particular emphasis should be placed on recruitments performed for similar-sized municipalities.
- Description of how the firm will work and partner with the City of Royal Oak.
- Description of how applicants will be identified, recruited, and screened.
- Description of how the firm will ensure a diverse applicant pool.
- Description of the candidate reference checking process.
- Information about the key staff who will be involved in this contract. Indicate the names and titles, and include resumes, of the person(s) who will be working on this project. A response to this requirement should include all contact information such as telephone number, fax number, e-mail address and web address.
- Information regarding any services that could or would be outsourced beyond the firm's staff.
- Indicate any additional information for the consideration of your firm's qualifications for conducting this project.
- Three references from other municipalities where the firm has conducted similar executive search services (as per Exhibit A). The City reserves the right to contact any additional individuals or firms to obtain information about the respondent.
- A non-binding general indication (or range) of the cost of the service (as per Exhibit B).
- A complete description of the fee structure of the firm. The fee structure shall be included in a separate sealed envelope. Only the fee structure envelope of the successful respondent will be opened.

#### **3.02 Submittal Location:**

Completed Submittals may be mailed, emailed or faxed to the following:

City of Royal Oak Finance Department

Purchasing

Attn: Leah Motyka

203 S Troy St

Royal Oak, MI 48067

Fax: (248) 246-3039

Telephone: (248) 246-3030

Email: [LeahM@romi.gov](mailto:LeahM@romi.gov)

#### **3.03 Due Date:**

Sealed proposals and ten (10) complete copies will be received at the City of Royal Oak Finance Department no later than **3:00 p.m., May 24, 2024**.

Proposals will not be accepted after this time. Respondents shall assume full responsibility for timely delivery of the statement to the location designated for receipt.

3.04    Review:

The City of Royal Oak will review submittals to determine if the qualifications set forth in the Request for Qualifications have been met. The City reserves the right to reject any or all submittals, to waive irregularities, and to accept the submittal that is in the best interest of the City. Acceptance of a response to the RFQ does not entitle the participant to the award of a Contract.

3.05    Selection Process:

The Mayor and Commission shall review all statements of qualifications and evaluate them based upon, but not limited to, the following criteria:

- Responsiveness of the proposal to the Request for Qualifications.
- Ability, capacity, and skill of the respondent to perform the services.
- Responses of the respondent's references.
- Methodology for conducting the recruitment.
- Experience of the respondent and individual members of the respondent's professional staff in performing similar services for public sector entities.
- The degrees of participation by qualified minorities within the firm and/or sub-contract with minority or women-owned business enterprises.
- The firm's capability to meet the Scope of Work.
- The qualifications of the supervisory personnel proposed for the project.
- Other information may be relevant or secured.

3.06    Award Presentation:

Subject to agreement negotiation, the Mayor and Commission will recommend one or more of the proposals for further consideration, one for award, or will reject all proposals within sixty (60) calendar days from the receipt deadline.

3.07    Statement of Qualifications Clarification Request:

During the period of evaluation, the city shall have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the city shall have the right to reject the proposal.

3.08    Oral Presentations:

After all responses have been evaluated, it is recommended that respondents be available to attend a City Commission meeting to provide an oral presentation and respond to questions from the Commission, in Royal Oak, Michigan, for the purpose of making a final evaluation and recommendation.

3.09    Contract Development:

If the City selects a firm, City staff will conduct contract discussions and negotiations with the successful respondent. This Request for Qualifications and the respondent's successful statement will be an integral part of the contract but may be modified by the provisions of the contract.

3.10    Competition:

It is the City's intent that this Request for Qualifications permit competition. It shall be the respondent's responsibility to advise the City, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be received by the City no later than five (5) calendar days prior to the date set for acceptance of proposals.

3.11    Termination:

The City of Royal Oak may discontinue or terminate this RFQ or RFQ process at any time.

## **4.0 INSTRUCTIONS**

### **4.01 Provisions and Requirements:**

This RFQ and resulting Contract, as well as all provisions and requirements are subject to all federal, state and city of Royal Oak laws and regulations.

### **4.02 Right to Reject:**

The City of Royal Oak reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. The City reserves the right to split or to make the award in any manner deemed most advantageous to the City at its sole and exclusive discretion.

### **4.03 Change or Modification/Addenda:**

Any change or modification will be in the form of an addendum issued by the City. Only documents issued as addenda may serve to change the RFQ in any way. No other direction received written or verbal, serves to change the RFQ. Note: if you have received an RFQ you should consult the city to assure that you have not missed any addenda announcements. Participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

### **4.04 Preparation and Submission:**

Submittals shall be prepared in ink or electronically and shall be signed by an authorized representative.

### **4.05 Withdrawal:**

A respondent may withdraw its statement of qualifications at any time prior to the submission deadline by submitting a written request for withdrawal to Dennis Van de Laar, Human Resources Director (*contact information on cover sheet*). The request for withdrawal shall be signed by the respondent or an authorized agent. Modifications offered in any manner, oral or written, will not be considered after the deadline.

### **4.06 Agreement to Requirements, Terms and Conditions:**

Entities agree to all requirements & conditions contained in the Request for Qualifications by submission.

### **4.07 Economy and Cost of Preparation:**

Statements of Qualification should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the project. The City of Royal Oak shall not be liable for any costs incurred in the preparation of submittals and any subsequent presentations or negotiations.

### **4.08 Ownership:**

Submitted materials become the property of the City and will not be returned.

### **4.09 Public Records:**

Submitted responses and any agreement, contract or other documents become public records that are subject to review and copying by any person making an appropriate request for public records.

### **4.10 Investigation of References:**

The City of Royal Oak reserves the right to investigate the references and the past performance of any entity with respect to its successful performance of similar services and compliance with specifications and contractual obligations. The city reserves the right to consider information gained from the entity's submittal, question and answer conference, references, or any other source in the evaluation process.

### **4.11 Notice to Proceed:**

Any award of a Contract resulting from this RFQ will be made only by written authorization from the City of Royal Oak.

## **ATTACHMENT A SCOPE OF WORK**

The successful proposer/contractor shall Assist the Mayor and Commission to develop a candidate profile; advertise the position; directly solicit candidates; review initial candidates with the Mayor and City Commission members; present a written report on background, strengths, accomplishments, interviews, reference lists on each recommended finalist; facilitate final interview process with suggested interview questions; assist the City with coordinating all correspondence, travel arrangements, and record keeping; and conduct detailed professional reference checks on recommended finalists, if requested. The Interim City Manager, the City Attorney, and the Human Resources Director will be available to assist in coordinating the RFQ process, including scheduling meetings, facilitating interviews, providing recruitment information, compensation and benefits package for the selected candidate, etc.

Some of the city's specific expectations are:

1. The City of Royal Oak expects the successful respondent to develop a comprehensive position profile based upon information obtained in individual meetings with the City Commission and other stakeholders as directed.
2. The City of Royal Oak expects the successful respondent to review the current compensation and recommend changes, if necessary, based upon market and competitive conditions.
3. The City of Royal Oak expects the successful respondent to develop a marketing strategy that utilizes professional contacts throughout the geographic area identified and supplement the candidate identification process through selected advertising, use of internet and direct solicitation of known desirable candidates.
4. The City of Royal Oak expects the successful respondent to implement a screening process that narrows the field of candidates to those that most closely match the needs of the City, including discussing results of preliminary reference checks on top candidates. The extent of screening to be conducted by the respondent will be determined by the City Commission.
5. The City of Royal Oak expects the successful respondent to conduct personal interviews with the top candidates that meet the stated criteria, if requested.
6. The City of Royal Oak expects the successful respondent to conduct criminal, driver's, credit and related background checks.
7. The City of Royal Oak expects the successful respondent to deliver a product in the form of a search report that recommends the top group of candidates and provides the City with detailed information about their backgrounds and experience from interviews and other sources.
8. The City of Royal Oak expects the successful respondent to assist during the final interview and the selection process, including developing suggested interview questions.
9. The City of Royal Oak expects the successful respondent to assist in establishing a process for the recruitment, including a timeline for various actions during the recruitment process.
10. The City of Royal Oak expects to have this project completed within three (3) to six (6) months)

The parties understand that as the project develops, related services not listed above may be required to achieve the parties' objectives. Any modifications to the Contract, including the Scope of Work, shall be made in writing and by mutual consent of the parties.

**EXHIBIT A**  
**REFERENCES**

**REFERENCE 1**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

GOODS OR SERVICES  
PROVIDED: \_\_\_\_\_

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

GOODS OR SERVICES  
PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

GOODS OR SERVICES  
PROVIDED: \_\_\_\_\_

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**EXHIBIT B**  
**PRICING**

Estimated budget/financial proposal detailing all expenses:

<b>ITEM</b>	<b>DESCRIPTION OF SERVICES</b>	<b>PRICE</b>
	Professional Fee	\$
	Administrative Fee	\$
	Advertising Costs	\$
	Consultant Travel	\$
	Candidate Travel	\$
	Other Fees as Appropriate:	
	<b>TOTAL PRICE</b>	\$



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Approval of 2024/25 Downtown Outdoor Ice Arena Agreement</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>City Manager</b>	
<b>PRESENTER</b>	<b>Todd Fenton</b>	
<b>MEETING DATE</b>	<b>April 22, 2024</b>	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**EXECUTIVE SUMMARY** (*include history of previous Commission action/discussion, background, scope of work, etc.:*)

On the agenda for your consideration is a proposed agreement between Jonathan Witz & Associates (“JWA”) and the City of Royal Oak for JWA to operate The Rink at Royal Oak, the outdoor ice rink located in Centennial Commons park, for the 2024-2025 winter season.

Last year, JWA estimated the total cost of the outdoor ice skating rink, including rink rental, staffing, site power, construction, deconstruction, support structures, on-going operations, and site restoration to be \$450,000. In actuality, the cost was \$462,444.46, which was offset by revenue of \$461,617.16, leading to a loss of \$827.30 (Attachment 1). The Rink at Royal Oak was very popular, attracting 27,000 visitors to Centennial Commons and media coverage valued at \$2.4 million dollars (Attachment 2). Within this context, the Rink was a success.

For the 2024/25 season, JWA anticipates a 5% increase in the budget, leading to an immediate shortfall of \$35,000. JWA is optimistic that an increase in sponsorship, rentals, and concessions can bring the shortfall down to zero, and last year’s performance does support that position.

Nearly all of the remaining terms in the proposed agreement (Attachment 3) remain the same from last year’s agreement. JWA will secure \$150,000 in financial assistance from the Royal Oak Downtown Development Authority (“DDA”) no later than October 1, 2024, and JWA will secure \$130,000 in guaranteed sponsorships (up from \$125,000 in 2023/24). In the event rink usage and vendor revenues do not exceed the proposed \$485,000 budget, the city shall be responsible to JWA for the difference between the revenues and shortfall, capped at \$205,000.

All revenues collected by JWA shall be used to offset the costs of the rink rental, staffing, site electric power, construction, deconstruction, support structures, on-going operations and site restoration as listed in the operating budget. Revenues collected during the skating rink’s operation will consist of admission fees, skate rentals, group rental fees, private rentals, vendor, food and merchandise sales.

During the period encompassing the Royal Oak Winter Blast, JWA shall have full use of the skating rink, and all revenue generated during this period shall be retained by JWA, except that ice skating will be free to public as provided in the Winter Blast Festival Agreement.

The City also reserves the right to two audits of JWA’s financial records related to the Rink at Royal Oak.

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## Fiscal Impact

BUDGET SUMMARY	
<b>EXPENDITURE REQUIRED</b>	
<b>AMOUNT CURRENTLY BUDGETED</b>	
<b>BUDGET AMENDMENT REQUIRED</b>	<b>\$0.00 (BA between dept; net -0- effect on FB)</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact  Revenue impact (details below)  
 Workload impact (details below)  Operations Impact (details below)

**REVENUE IMPACT:** *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

Any revenues in excess of \$205,000 shall be paid to the city.

**WORKLOAD IMPACT:** *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

Installation and tear down of the rink requires some staff from DPS. This workload has been able to be absorbed by existing staff the last two years.

**OPERATIONS IMPACT:** *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

N/A

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**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

*Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.*

The rink promotes two goals of the city's strategic plan: "Welcoming, Engaged and Livable Community," and "Vibrant Local Economy."

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**COMMUNITY ENGAGEMENT**

*Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.*

N/A

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**BOARD AND COMMISSION FEEDBACK**

*Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:*

N/A

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**LEGAL COMMENTS****PROPOSED COMMISSION RESOLUTION:**

**Be it resolved, the city commission hereby approves the 2024/2025 Downtown Outdoor Ice Rink Agreement; and**

**Be it further resolved, the city commission authorizes the Mayor and City Clerk to sign the 2024/2025 Downtown Outdoor Ice Rink Agreement on behalf of the city.**

**ATTACHMENTS: 3**

Exhibit 3

RINK AT ROYAL OAK - 2023-2024 BUDGET OVERVIEW	
EXHIBIT #2	
REVENUE PROJECTIONS	
RINK SPONSORSHIP	\$ 120,000.00
DDA CONTRIBUTION	\$ 150,000.00
RINK USAGE REVENUE	
Admissions & Skate Rentals	\$ 155,000.00
Private Rentals	\$ 10,000.00
Concessions Revenue & Reimbursements	\$ 6,000.00
	\$ 440,000.00
EXPENSE PROJECTIONS	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	\$ 34,500.00
Supplemental Rink Support Materials/Labor	\$ 3,000.00
Site Restoration	\$ 6,000.00
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	\$ 195,000.00
Rink Eq Installation - Crane Rental	\$ 10,000.00
Street Meter Rental - loadout	\$ 450.00
POWER	
Electrical Distribution Equipment	\$ 10,000.00
DTE Usage	\$ 12,500.00
Permit	\$ 500.00
Electrician	\$ 4,000.00
SITE INFRASTRUCTURE	
Site Tents/Structures	
Hut Assembly materials	\$ 1,000.00
Tent Rental	\$ 2,500.00
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 600.00
Lighting -auxiliary and hardware	\$ 1,500.00
Fencing	
Construction Fence	\$ 1,000.00
Decking/Flooring/Sealing	\$ -
Rubber slate matting	\$ 2,000.00
Warming Elements	
Propane	\$ 5,000.00
Temporary Heaters-Repair/Rehab	\$ 400.00
Firewood	\$ 5,000.00
Portable Toilets	
Water Usage	\$ 4,000.00
Water Usage	\$ 4,000.00
Supplies & Tools	
Transportation	
Fuel	\$ 500.00
Truck Rental	\$ 2,500.00
Other Site Costs	\$ 2,000.00
STAFFING	
Security	
Operations Mgt	\$ 28,000.00
Operations Personnel	\$ 18,000.00
Box Office & Skate Rental Labor	\$ 24,000.00
Crew - General Labor	\$ 7,500.00
Insurance	
Accounting Support	
Accounting	\$ 2,000.00
Audit services	\$ 10,000.00
Advertising & Marketing	
Advertising	\$ 6,500.00
Design/graphics	\$ 2,000.00
PR/Special Event Costs	
Press Conf	\$ 1,000.00
Rink Performers	\$ 1,000.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 4,000.00
Entertainment Staff	\$ 500.00
Social Media/Website	
Digital Marketing	\$ 7,000.00
Web Site/Social Media	\$ 1,000.00
PR Firm	\$ 5,000.00
	\$ 450,000.00

RINK AT RO - FINANCIAL STATEMENT - 2023-24 FINAL	
REVENUE	
RINK SPONSORSHIP	\$ 148,084.70
DDA CONTRIBUTION	\$ 150,000.00
RINK USAGE REVENUE	
Admissions & Skate Rentals	\$ 147,859.55
Private Rentals	\$ 10,872.91
Concessions Revenue & Reimbursements	\$ 3,800.00
	\$ 461,617.16
Plus ABFF Final Contribution	
RINK AT ROYAL OAK - EXPENSE ITEMIZATION	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	\$ 37,450.00
Supplemental Rink Support Materials/Labor	\$ 2,530.01
Site Restoration	\$ -
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	\$ 191,341.00
Rink Equipment - Other	\$ 376.13
Rink Eq Installation - Crane Rental	\$ 9,000.00
POWER	
Electrical Equipment Contractor	\$ 16,758.88
DTE Usage	\$ 17,759.97
Power Dist Supplies	\$ 1,336.16
SITE INFRASTRUCTURE	
JVA Build Labor	\$ 7,610.50
JVA De-construction Labor	\$ 3,000.00
Hut Materials & Structures	\$ 5,993.59
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 660.32
Light supplies	\$ 1,059.81
Fencing	
Wood Fence	\$ 676.80
Construction Fence	\$ 1,000.00
Site Structures	\$ 1,900.85
Warming Elements	
Propane	\$ 2,172.97
Firewood	\$ 3,516.81
Portable Toilets	\$ 4,728.00
Water Usage	\$ 1,250.00
Decking/Flooring/Sealing	\$ 2,627.74
Transportation	
Box Truck Fuel	\$ 381.24
Truck Rental	\$ 2,175.65
Equipment Rental	\$ 6,175.65
Other Site Costs	\$ 2,763.67
STAFFING	
Security	\$ 621.32
Rink management	\$ 18,500.00
Operations Personnel	\$ 29,692.68
Box Office & Skate Rental Labor	\$ 24,290.75
Crew - General Labor & Expenses	\$ 19,445.36
Insurance	
	\$ 5,150.00
Accounting Support	
Internal Accounting	\$ 5,264.65
Advertising & Marketing	
Advertising	\$ -
Design/graphics	\$ -
Private Party Costs	\$ 1,021.78
PR/Special Event Costs	
Sneak Peak & Press Conference	\$ 1,050.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 4,744.50
Entertainment Staff	\$ -
Social Media/Website	
Digital Marketing	\$ 10,055.85
Website/Social Media	\$ 544.00
PR Firm	\$ 5,895.00
	\$ 462,444.46

RINK AT ROYAL OAK - 2024-2025 BUDGET OVERVIEW	
EXHIBIT #2	
REVENUE PROJECTIONS	
RINK SPONSORSHIP	#####
DDA CONTRIBUTION	#####
RINK USAGE REVENUE	
Admissions & Skate Rentals	#####
Private Rentals	\$ 10,000.00
Concessions Revenue & Reimbursements	\$ 5,000.00
	#####
EXPENSE PROJECTIONS	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	#####
Supplemental Rink Support Materials/Labor	\$ 3,000.00
Site Restoration	#####
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	#####
Street Meter Rental - loadout	\$ 250.00
Rink Eq Installation - Crane Rental	\$ 10,000.00
POWER	
Electrical Distribution Equipment	#####
DTE Usage	\$ 17,600.00
Power Dist Supplies	\$ 1,500.00
SITE INFRASTRUCTURE	
Site Tents/Structures	
Construction & Assembly Materials	\$ 4,000.00
Assembly & Disassembly Labor	\$ 10,000.00
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 650.00
Lighting -auxiliary and hardware	\$ 1,500.00
Fencing	
Wood Fence	\$ 1,000.00
Construction Fence	\$ 1,000.00
Decking/Flooring/Sealing	\$ 1,000.00
Warming Elements	
Propane	\$ 3,000.00
Firewood	\$ 4,000.00
Portable Toilets	\$ 4,800.00
Water Usage	\$ 1,250.00
Decking/Flooring/Sealing	\$ 3,000.00
Transportation	
Fuel	\$ 500.00
Truck Rental	\$ 5,000.00
Equipment Rental	\$ 5,000.00
Other Site Costs	\$ 3,000.00
STAFFING	
Security	\$ 2,000.00
Operations Mgt	\$ 20,000.00
Operations Personnel	\$ 30,000.00
Box Office & Skate Rental Labor	\$ 25,000.00
Crew - General Labor	\$ 15,000.00
Insurance	
	\$ 5,200.00
Accounting Support	
Accounting	\$ 5,000.00
Audit services	\$ 10,000.00
Advertising & Marketing	
Advertising	\$ -
Design/graphics	\$ -
Private Party Costs	\$ 1,000.00
PR/Special Event Costs	
Press Conf	\$ 1,000.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 5,000.00
Entertainment Staff	\$ -
Social Media/Website	
Digital Marketing	\$ 10,000.00
Website/Social Media	\$ 1,000.00
PR Firm	\$ 6,000.00
	#####

# The Rink AT ROYAL OAK

PRESENTED BY



INVESTMENT SERVICES

## Media Recap

NOVEMBER 17<sup>TH</sup>, 2023 – FEBRUARY 19<sup>TH</sup>, 2024

# The Rink at Royal Oak

Opened on November 17th, 2023, The Rink at Royal Oak returned for a second consecutive year creating a fun destination for families throughout the winter season and once again showcasing Centennial Commons. The Rink was open through February 19th of 2024 and had more than 17,000 people skate with an additional projected 10,000 spectators for total visits of 27,000 people.



# Grand Opening & Ribbon Cutting

## November 17<sup>th</sup>

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Included Free Skating and Rentals from 3pm to 6pm

Skating Performances by New Edge Figure Skating Club & Detroit Skating club over the weekend.

Free Hot Chocolate, and Marshmallow roasters throughout the Grand opening.





# Special Events

2 School Field Trips

30 Birthday Parties

2 Work Parties

Royal Oak Outdoor Classic  
(Boys & Girls Hockey Tournament)

# Special Event Fundraisers | Bottomless Toy Chest Toy Drive

## December 8<sup>th</sup> – 10<sup>th</sup>, 2023

People could donate a toy of \$10 or more to the Toy Drive and would receive a coupon for a free hot chocolate or s'mores kit.

The Rink at Royal Oak received a little over 1,500 toys for The Bottomless Toy Chest.

Check out the story [here!](#)



# Special Event Fundraisers | Food Drive for Forgotten Harvest

January 31<sup>st</sup>, 2024



People could donate 3 cans or more of non-perishable items to the Food Drive and would receive a coupon for a free hot chocolate, free skate rental and free ice skating. The Rink at Royal Oak received a great amount of food for Forgotten Harvest.

# MiniMites 8U Boys Royal Oak Outdoor Classic

January 19, 20 & 21, 2024

The Rink at Royal Oak hosted a hockey tournament for boys under the age of 8.



# Girls MiniMites Royal Oak Outdoor Classic

February 10-11, 2024

The Rink at Royal Oak hosted a hockey tournament for girls under the age of 8.



# The Rink at Royal Oak Promos

## Free Skate for Royal Oak Resident

- On Tuesdays through December 31st, RO Resident were able to skate for free when they showed proof of residency.

## Baker College Students Skate for Free on Mondays

- Baker College students show their student id to receive a free skate wristband on Mondays through December 31st.
- Any other day, they could receive 50% off their skating free by showing their student id.

## Free Skate Rental Mondays

- On Mondays, anyone who purchased a skate wristband would receive a free skate rental.

## Bring Your Drink To The Rink

- If you brought your social district cup to the rink, you could get 2 dollars off your skate fee.

## Royal Oak School Skate Days

- Students from Royal Oak Schools got to enjoy 5 days of free ice skating, thanks to M3 Investments.





# Skate with Santa Nights

Santa Claus came to town and stopped by the Rink at Royal Oak for the holidays. It was a great turn out, and seemed all the kids were very excited to see Santa and tell him what they wanted for Christmas.



# PRIDE ON ICE | February 11th

The Rink at Royal Oak partnered up with Detroit Staycation Club to host Pride on Ice on February 11<sup>th</sup>, 2024. Pride on Ice hosted over 70 people and featured two drag queens while being open to the public.



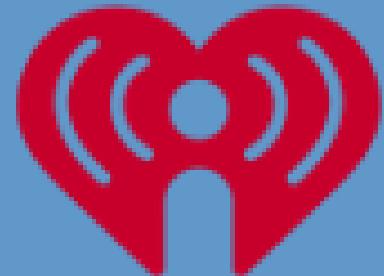
# Skate Performances

The Rink at Royal Oak hosted numerous skate performances from The New Edge Figure Skating Club and Detroit Skating Club throughout the winter season.



# MEDIA PROMOTIONS

Media Platform:



**iHeart**  
MEDIA

iHeart Detroit provided:

- 511 Mentions
- 1.93 Million impressions

**Total Promotional Value:**

**\$54,000**

# MEDIA PROMOTIONS

## Media Platform:



### **Audacy Detroit provided:**

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- 60 recorded announcements (20 per station on WYCD, WOMC and WDZH) supporting The Rink at Royal Oak's grand opening: 11/7/22 - 11/13/22
- 25 live and/or recorded announcements supporting a WYCD winning pass weekend: 11/18/22 - 11/20/22
- 45 live and/or recorded announcements supporting The Rink at Royal Oak: 11/14/22 - 12/2/22
- 25 live and/or recorded announcements supporting WOMC winning pass weekend: 12/2/22 - 12/4/22
- 75 recorded announcements (25 per station on WYCD, WOMC and WDZH) supporting The Rink at Royal Oak: 1/2/23 - 1/22/23
- Inclusion on the event pages of the station websites: 11/7/22 through 2/19/23
- WYCD conducted a two hour appearance on 12/1/22
- WOMC conducted a two hour appearance on 12/2/22

**TOTAL PROMOTIONAL ANNOUNCEMENTS: 230**

**TOTAL PROMOTIONAL VALUE: \$67,750**

# MEDIA PROMOTIONS

Beasley Media Group provided:

## 94.7 WCSX PROVIDED:

- WCSX posted The Rink at Royal Oak with details on the [www.wcsx.com](http://www.wcsx.com) events page
- 20x promotional announcements to promote the event
- 12x (10 sec) Weekend sponsorship mentions for 12-15 to 12-16

## 101 WRIF PROVIDED:

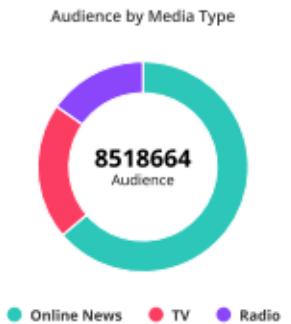
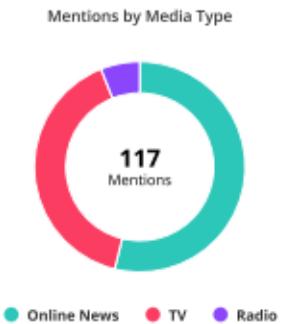
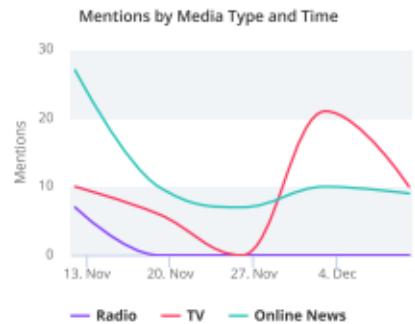
- WRIF posted The Rink at Royal Oak with details on the [www.wrif.com](http://www.wrif.com) events page
- 20 x promotional announcements to promote the even
- 24x (10 sec) Weekend Sponsorship mentions 12-15 and 12-16

## 105.1 THE BOUNCE PROVIDED:

- 1051. the Bounce posted the Rink at Royal Oak with details on the [www.105.1bounce.com](http://www.105.1bounce.com) events page
- 20 x promotional announcements to promote the even
- 48x (:10) sec Weekend Sponsorship mentions 24x per weekend 11-25 to 11-26 and 12-12-3
- 1051. the Bounce posted the Rink at Royal Oak with details on the [www.105.1bounce.com](http://www.105.1bounce.com) events page
- 48x (:10) sec Weekend Sponsorship mentions 24x per weekend 11-25 to 11-26 and 12-12-3
- 20 x promotional announcements to promote the Sabio, and Forgotten Harvest Food Drive on Wednesday, January 31st from 4p to 9 pm. Listeners were encouraged to bring 3 nonperishable food items to the Rink In Royal Oak and receive a free skating pass, rental, and hot chocolate.

**Total Promotional Value: 14,800**

## Mention Analytics



Total National TV Audience  
1,786,595

Total National TV Publicity  
USD \$346,974

Total Local TV Audience  
1,816,595

Total Local TV Publicity  
USD \$351,974

Total Radio Audience  
1,298,373

Total Publicity Value  
USD \$1,804

Total Online + Print Audience  
5,433,696

Total Online + Print Publicity  
USD \$2,064,059

Total Number of Clips 117

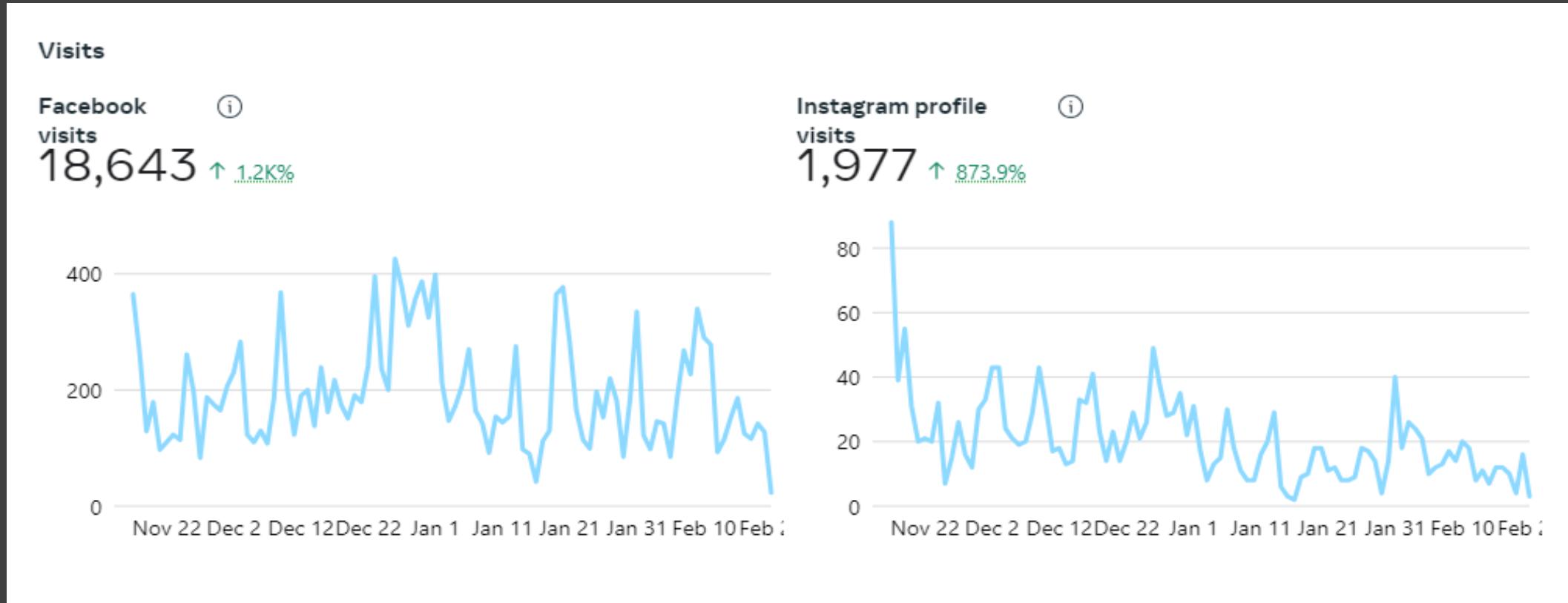
# MEDIA COVERAGE REPORT

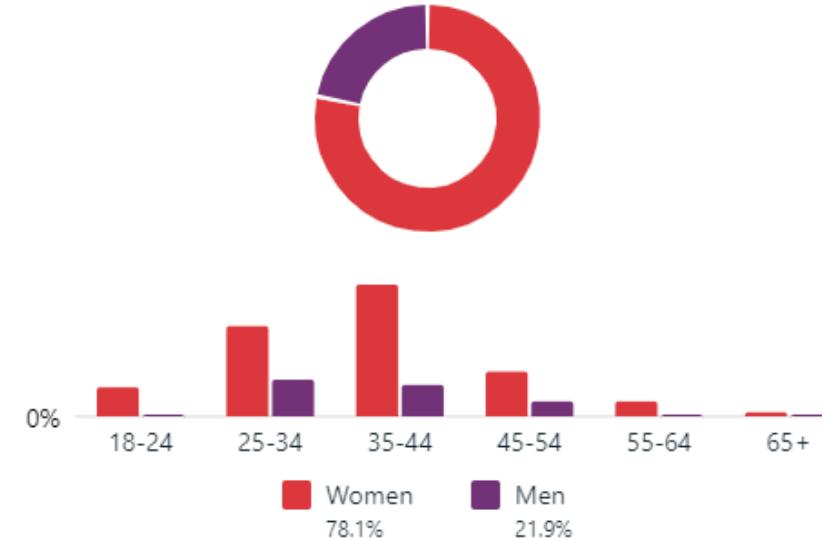
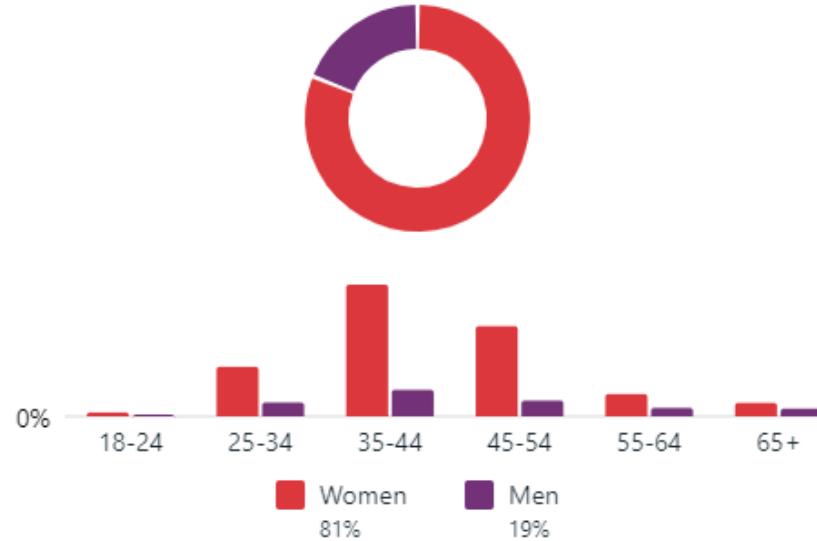
The Rink at Royal Oak Media Report  
117 Mentions/Stories  
Audience: 8,518,664  
Total Media Value:  
\$2,412,837

# SOCIAL MEDIA ANALYTICS

## The Rink at Royal Oak – Page Visits

Analytics Timeline: November 18<sup>th</sup>, 2023 - February 19<sup>th</sup>, 2024



Top  
cities

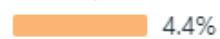
Royal Oak, MI



Detroit, MI



Warren, MI



Troy, MI



Berkley, MI



Madison Heights, MI



Rochester Hills, MI



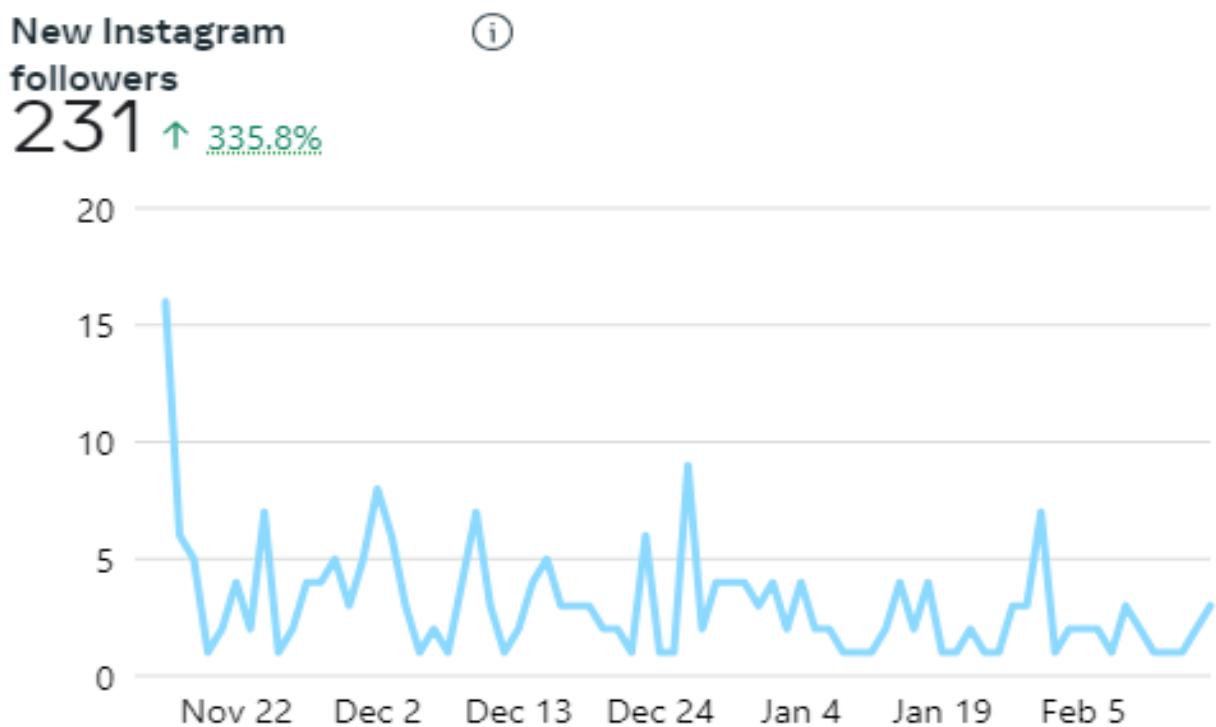
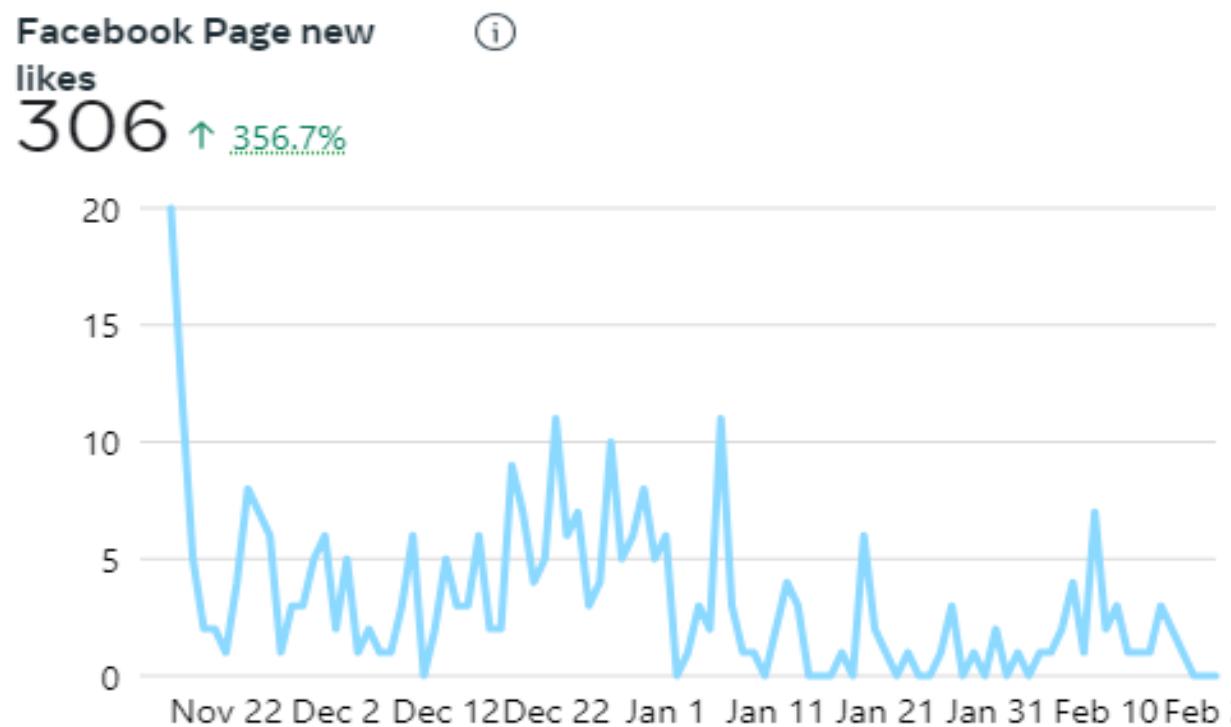
Sterling Heights, MI

# The Rink at Royal Oak Audience

# The Rink at Royal Oak – Likes & Follows

Analytics Timeline: November 18<sup>th</sup> 2023 - February 19<sup>th</sup> 2024

## New likes and follows



# The Rink at Royal Oak – Reach

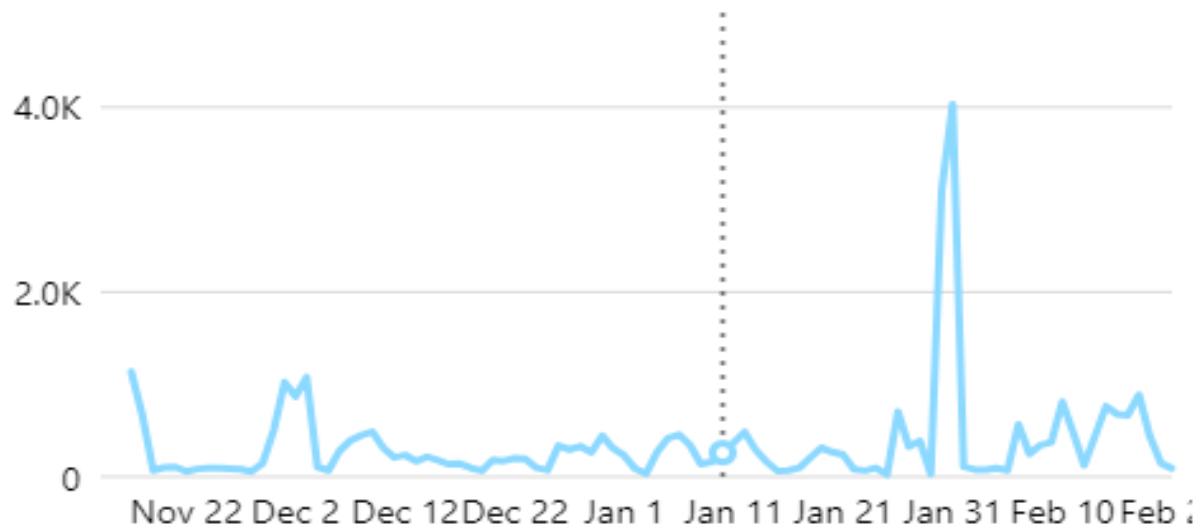
Analytics Timeline: November 18<sup>th</sup> 2023 - February 19<sup>th</sup> 2024

## Reach

Facebook ⓘ  
reach  
**462,343** ↑ 671.3%



Instagram ⓘ  
reach  
**20,863** ↑ 252.7%



# RINK FINANCIAL PERFORMANCE

## REVENUES: \$461,617.16

Revenues increased 3.7% over initial budget projections, led by stronger than expected sponsorship procurement – which exceeded projections by over \$24,000. Even with very poor weather over several weeks, strong Student Skate Day support from M3 limited the revenue loss from skater usage to \$7,000. Private Rental revenue was up slightly, while Concessions revenue felt the greatest impact from the unfavorable weather, down \$1,200.

## EXPENSES: \$461,784.79

Even with the addition of several infrastructure elements detailed below, overall rink expenses increased only \$12,000, or 2.6% over projections. Improvements this year included:

- Use of stage decking for rink support and public area, improving overall esthetics, safety of the rink area, level/quality of the ice surface, and less impact on the park grounds.
- New gazebos for enhanced public warming and sponsor activations – greatly improving rink amenities, and especially useful for families with small children.
- General operational improvements for power distribution, lighting, rink operations, skate rental and concessions - leading to enhanced safety, appearance and user experience.

Warmer temps did significantly increase power usage costs, however, efficiencies in labor, thoughtful modifications of rink hours based on weather and usage patterns, and restoration savings, helped to mitigate cost overruns.

Many of the infrastructure improvement costs experienced this year were for reusable assets, and those expenses will not be incurred again – leading to a greater expense buffer next year.

## **BOTTOM LINE: BREAK EVEN (LOSS OF \$167.63 WILL BE COVERED WITH AN ADDITIONAL CONTRIBUTION FROM THE ARTS, BEATS & EATS FOUNDATION)**

The rink operation has learned a great deal over these last two seasons, and efficiencies in operational costs are now in place to be leaner moving forward, and able to better adapt to the impact of unfavorable weather conditions. Sponsorship value was much appreciated by our partners, and the overall reception from rink users, businesses and the general public has been very positive. The rave reviews the Rink received this year should lead to continued strong sponsor and community support moving forward.

# CENTENNIAL COMMONS PARK GROUNDS RESTORATION

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The use of stage decking for the rink and public areas greatly limited the impact on the park grounds. However, there are areas of minor restoration required, that will be carried out by Worry Free in the coming weeks:

1. Overall raking of the turf, to decompress the grass, and to identify areas requiring restoration.
2. Use of slit-seeding, which will aerate and restore the areas compressed by the rink apparatus.
3. Infill with topsoil of areas of depression, and areas under the fire pits.
4. Final rolling of the area to level ground that may have become displaced during usage.

The process will start when the ground hits a temperature of 60-degrees, allowing the new seeding to germinate.

The cost of restoration will be absorbed by Arts, Beats & Eats, through a sponsorship trade arrangement with Worry Free. Using this ABE support mechanism, the Rink will be spared the expense – allowing it to nearly break even on its overall operation.

# The Rink at Royal Oak Photo Gallery







# The Rink at Royal Oak Stories 2023-2024

Detroit News: <https://www.detroitnews.com/story/news/local/oakland-county/2023/11/16/its-back-the-rink-at-royal-oak-opens-for-second-year/71610009007/>

The Oakland Press: <https://www.theoaklandpress.com/2023/11/14/the-rink-at-royal-oak-opens-this-week/>

WMYD Detroit: <https://www.tv20detroit.com/news/the-rink-at-royal-oak-opens-in-downtown-royal-oak-this-saturday>

C&G News: <https://www.candgnews.com/news/royal-oak-ice-rink-returns-through-february-4176>

FOX 2: <https://www.fox2detroit.com/news/the-rink-at-royal-oak-returns-to-centennial-commons-soon>

Little Guide Detroit: <https://littleguidedetroit.com/the-rink-at-royal-oak-offers-winter-fun-for-families/>

Oakland County Moms: <https://www.oaklandcountymoms.com/metro-detroit-outdoor-ice-skating-rinks-26571/>

Dbusiness: <https://www.dbusiness.com/daily-news/dbusiness-daily-update-the-rink-at-royal-oak-returns-for-second-season-and-more/>

# **The Rink at Royal Oak Toy Drive | Dec 8-10, 2023**

**There were approximately 15 additional TV  
Stories and Video Links of the stories can be  
purchased at an additional cost.**

Click on Detroit : <https://www.clickondetroit.com/video/news/2023/12/09/bottomless-toy-chest-toy-drive-held-at-the-rink-in-royal-oak/>

WXYZ Detroit: <https://www.wxyz.com/the-rink-at-royal-oak-partners-with-michigan-based-bottomless-toy-chest-to-spread-joy-among-sick-children>

## 2024/2025 DOWNTOWN OUTDOOR ICE RINK AGREEMENT

THIS DOWNTOWN OUTDOOR ICE RINK AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Royal Oak ("CRO"), 203 S. Troy Street, Royal Oak, MI 48067, and Jonathan Witz & Associates ("JWA"), a Michigan corporation with offices located at 301 W Fourth Street, Suite 440, Royal Oak, Michigan 48067.

WHEREAS, JWA desires to assist in the installation, production, management, deconstruction, and restoration to provide an outdoor ice-skating rink in the Royal Oak downtown city park, known as Centennial Commons, as depicted in Exhibit "1" that the CRO wishes to have installed and operated; and

WHEREAS, the CRO proposes that JWA arrange for the installation and removal of the rink, and desires to allow JWA to manage the rink, vending and concessions, as set forth under the terms and conditions set forth in this Agreement; and

WHEREAS, the CRO and JWA propose the outdoor ice-skating rink operate from November 15, 2024, through February 17, 2025, with sponsorship monies obtained by JWA, with additional financial assistance provided by the CRO and the Royal Oak DDA; and

WHEREAS, the CRO and JWA desire to set forth the duties and responsibilities of each party, as well as detailing how revenues and expenditures related to the ice-skating rink shall occur during the term of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, as set forth below, and in consideration of the mutual covenants and obligations contained herein, the CRO and JWA agree as follows:

### 1. **Services**

The CRO agrees to authorize JWA to erect and manage the outdoor ice-skating rink in Centennial Commons, as depicted in Exhibit "1", from November 15, 2024, through February 17, 2025.

### 2. **Responsibilities of JWA**

- a. Provide technical, production and management services for the installation of the ice-skating rink, vending and concessions, day-to-day operations, and rentals of the rink for the period of operation, including providing all staff required for operations, as well as the collection of revenues and payment of expenses as described in Paragraph 4, and provide for the rink's removal and restoration of the site and assist in the provision of electric power.
- b. Provide sponsorship procurement services, and general marketing support, intended to produce revenues to defray expenses of installation and ongoing rink costs, as described in Paragraph 4.
- c. JWA shall obtain the Downtown Development Authority's ("DDA") \$150,000.00 funding contribution no later than October 1, 2024. \$25,000 of these funds shall be used for the rink rental deposit.

- d. All production and construction of the rink shall be performed by JWA. The CRO shall designate certain CRO departments to assist JWA, to the extent the CRO has available resources to provide such assistance in facilitating the rink construction and operations as necessary, by way of permitting assistance, the provision of city services, and obtaining the necessary permissions, clearances, and City approvals for typical elements of an ice rink set up and operation.
- e. Solicit and contract with vendors to provide food and non-alcoholic beverages, as well as winter weather/themed novelties. JWA shall ensure that all vendors comply with all state laws, ordinances, regulations, and rules of the CRO, Oakland County and State of Michigan and the U.S. Federal Government. This includes any required approvals from the Oakland County Health Department (OCHD) regarding individual food vendor requirements, and if permits are required by OCHD, all food vendors shall have valid OCHD food permits.
- f. JWA shall provide the CRO Fire Department for its approval a diagram of the layout of the outdoor skating rink and vendor areas at least thirty (30) days prior to November 15, 2024. In the event JWA desires to make material modifications to the diagram no later than fourteen (14) days prior to November 15, 2024, JWA must have the approval of the Fire Department before making any such modifications. The Fire Department's approval shall not be unreasonably withheld and shall be provided within forty-eight (48) hours of submission of the proposed modification by JWA.
- g. JWA shall maintain daily management and control of rink operations, including the determination of inclement weather policies for operations, and shall maintain general daily operating hours as set forth in Exhibit 2, between November 15, 2024, through February 17, 2024, unless inclement weather or other agreed upon operating days and times have been mutually agreed upon by JWA and the CRO City Manager.
- h. JWA shall restore the site and shall allow the CRO to review, supervise, and approve the site restoration and the site restoration process per the CRO's standards.

3. **Responsibilities of the CRO**

- a. The CRO shall be responsible for the provision, and the costs of providing, permanent electrical power connection to be adjacent to the rink site. The provision of power service shall be such that JWA can connect to 480V/800a/3 Phase power at the rink site, to connect the rink equipment and to provide power to ancillary elements of the rink operations. The cost of electrical power usage charged by DTE during the rink operations, are included in the Operating Budget, and those expenses are separate from the CRO's responsibility in this section.
- b. The CRO shall provide JWA with the exclusive sponsorship, signage, and concession/vendor rights for the skating rink during its operation under this agreement, with all revenues generated to be applied as described in Paragraph 4 this Agreement.
- c. The CRO shall provide cooperation and support from local venues and CRO Departments including promotion of the event through CRO social media and databases. General CRO support shall include assistance, to the extent the CRO has available resources to provide such assistance, with CRO permitting and approval processes for the rink construction and operation, as well as facilitating the necessary

permissions to operate the rink as generally proposed herein, and as is typical for outdoor events staged within the CRO.

4. **Revenues and Expenditures**

- a. In its Operating Budget, included as Exhibit "3", JWA has estimated the total cost of the outdoor ice-skating rink, including rink rental, staffing, site power, construction, deconstruction, support structures, on-going operations, and site restoration to be \$485,000.00. JWA will secure \$150,000.00 in financial assistance from the Royal Oak Downtown Development Authority ("DDA") no later than October 1, 2024. JWA will secure \$130,000.00 in guaranteed sponsorships. This leaves a remainder of \$205,000.00. In the event rink usage and vendor revenues do not exceed \$205,000.00, the CRO shall be responsible to JWA for the difference between the revenues and shortfall, not to exceed \$205,000.00. For example, if at the end of the rink's operation the total actual cost of expenses amounts to the projected \$485,000.00, and revenues earned equal \$170,000.00, the CRO would be liable for \$35,000.00 (i.e., \$485,000.00 total costs minus \$150,000.00 DDA, sponsorship, minus \$130,000.00 in sponsorships and \$170,000.00 in revenues, equals \$35,000.00), which amount will be paid to JWA by the CRO.
- b. JWA shall secure a minimum of One Hundred Thirty Thousand Dollars (\$130,000.00) in primary and secondary sponsorships wholly designated for the ice-skating rink. JWA shall guarantee the CRO that JWA will secure a minimum of \$130,000.00 in revenue from sponsorships, and JWA will contribute any amount necessary to meet a shortfall in 3<sup>rd</sup> party sponsorships if necessary and subject to a \$5,000.00 maximum budget adjustment as permitted in Exhibit 3 if revenues exceed projections by \$5,000.00 or more. Should JWA secure sponsorship revenue in excess of \$130,000.00, such excess sponsorship revenue shall be applied the City's potential shortfall liability until such shortfall liability is satisfied in full and any remaining excess sponsorship revenue shall be applied to offset any rink operating expenses in excess of the estimated total of \$485,000.00. Any excess sponsorship revenue, after satisfaction of shortfall liability and excess operating expense offset and contingency, shall be considered rink revenue under the provisions of this Agreement.
- c. All revenues collected by JWA shall be used to offset the costs of the rink rental, staffing, site power, construction, deconstruction, support structures, on-going operations, and site restoration as listed in the Operating Budget. "Revenues" as used in this Agreement shall be derived from sponsorships, DDA's \$150,000.00 contribution, admission fees, skate rentals, group rental fees, private rentals, vendor, food and merchandise sales.
- d. It is understood that the Operating Expense projection for construction, operation and restoration may encounter unexpected factors, for which a reasonable allowance may be provided for. The parties agree that an additional contingency of \$20,000.00 may be provided by the CRO to JWA in addition to the maximum \$205,000.00 difference that the CRO may be responsible to reimburse JWA in the event of a shortfall. JWA will be required to obtain CRO/City Manager approval for any expenditure of contingency funds. CRO will approve or deny these requests in a timely manner. This provision shall be in addition to the provision regarding excess sponsorship revenue, as detailed in Paragraph 4b. Any costs in excess of the budget, any expense offsets

under Paragraph 4b and any costs in excess of the budget and the approved contingency expenditures shall be JWA's responsibility.

- e. Should revenues exceed \$205,000.00, JWA shall pay to the CRO 100% of all revenues in excess of \$205,000.00.
- f. JWA agrees and shall ensure that credit card processing fees charged by JWA or any subcontractor for admission fees, skate rentals, group rental fees, private rentals and vendor food and merchandise sales shall not exceed 3%.
- g. For all periods under this agreement, other than the period of days during the 2025 Royal Oak Winter Blast or other agreed upon free skate periods, all revenues generated by the rink activity shall be applied against expenses as detailed in the Operating Budget, and as otherwise described in this Agreement. For the period encompassing the Royal Oak Winter Blast, JWA shall have full use of the rink facility – for incorporation into the activities of the Winter Blast event - at no charge or cost to JWA. All revenue generated, in any form and from any source, related to the use, and event-specific sponsorship, of the rink during the Royal Oak Winter Blast shall be retained by JWA, except that ice skating shall be free to the public as provided in the Winter Blast Festival Agreement executed by JWA and the CRO. All expenses incurred by JWA during the Royal Oak Winter Blast for operation of the rink shall be paid out of JWA's Winter Blast revenues and not out of revenues received under this Agreement. All operations of the rink during the period of Winter Blast shall be exempt from the provisions of Paragraph 4(g) herein, CRO shall have no right to any other type of financial oversight for the operation of the rink during the period of Winter Blast, except for financial information related to expenses incurred for operation of the rink during Winter Blast to ensure that they were paid out of JWA's Winter Blast revenues.
- h. JWA agrees to keep, maintain, and make available a set of books, records and computations of all revenues received and all operating expenses incurred by JWA in connection with the Operating Budget and this Agreement. JWA further agrees to allow the CRO or its contractor to perform two audits during regular business hours and the total cost therefrom shall be an expense in the operating budget. The first audit shall occur on or before January 15, 2025. JWA shall provide a preliminary financial statement, together with all books, records and computations relating to revenues received and expenses incurred up to December 31, 2024. The CRO or its contractor shall review all documents, make photocopies of documents, and provide feedback as necessary. The second audit shall occur within 60 days of closure of the rink operations. JWA shall provide a complete financial statement, together with all books, records and computations relating to revenues received and expenses incurred from the effective date of this Agreement through closure of the rink. In addition, JWA agrees to provide an accounting of all vendor revenue for each audit, and copies of all vendor agreements.
- i. Based on the January 15, 2025, audit, should gross revenues from skate admissions, rentals and concessions received as of 12/31/24 exceed \$250,000, within five (5) days, JWA shall pay over to CRO the amount equal to 80% of said excess revenues. Upon conclusion of the second audit, JWA shall pay the CRO all revenues, if any, that remain after all costs in the Operating Budget have been paid. Should revenues be insufficient to pay all costs contained in the Operating Budget, the CRO shall pay JWA

with the funds necessary to pay those outstanding Operating Budget costs up to the CRO's maximum financial liability of \$205,000.00 as described in Paragraph 4.c.

5. **Defaults, Terminations and Remedies**

a. Termination by JWA. JWA may terminate this Agreement:

- (i) In the event the CRO breaches any of its responsibilities listed in Paragraph 3.
- (ii) In the event funding from the DDA is not received by October 1, 2024.
- (iii) In the event the CRO becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding, or is adjudicated bankrupt.

b. Termination by CRO. The CRO may terminate this Agreement:

- (i) In the event JWA breaches any of its responsibilities in Paragraph 2, and such breach is not cured within twenty-one (21) days after written notice by the CRO to JWA of such breach.
- (ii) In the event JWA becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding or adjudicated bankrupt.
- (iii) In the event JWA breaches its obligations described in Paragraph 4.g..

6. **Employees**

JWA agrees that any personnel employed by JWA, either directly or via a temp service agency, or personnel volunteering on behalf of JWA, shall not be deemed employees or volunteers of the CRO. JWA, and the temp service agency where applicable, shall be responsible for the supervision, management and control of such employees and volunteers, and any payroll, taxation, or other employment obligation, if any, incident to their work. Any personnel of the CRO employed by the CRO in connection with this Agreement shall be deemed employees of the CRO and shall not be deemed employees of JWA. The CRO shall be responsible for the supervision, management, and control of such CRO employees and any payroll, taxation, or other employment obligation, if any, incident to their work.

7. **Representations and Warranties**

The parties under the Agreement hereby warrant and represent that:

- a. Each of them is free to enter into this Agreement and is available to do so and has not made and will not make any agreement or commitment, which would prevent or interfere in any manner with the full performance of its obligations hereunder.
- b. In the making or performance of this Agreement, each party has not and will not knowingly violate any laws, orders or regulations or the rights, legal or equitable of anyone.
- c. Each party has the full ability and right to do all things called for by this Agreement.
- d. The agreement or permission of no other party is required to fulfill all the terms and conditions herein.

8. **No Binding Authority**

Neither party hereto shall have the right to bind the other in any manner whatsoever and nothing contained herein shall give or is intended to give any rights of any kind to any third party.

9. **Notice**

All statements, notices and mailings of any nature contemplated by the parties under this Agreement shall be sufficient if sent by facsimile or mailed certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the addresses set forth below. If a party notifies the other party by the above notice of a new address, such new address shall be employed for all subsequent mailings:

If to the CRO:  
City Manager  
203 South Troy St.  
Royal Oak, MI 48067

If to JWA:  
Jon Witz  
301 W Fourth St, Suite 440  
Royal Oak, Michigan 48067

10. **Insurance**

JWA shall not commence any actions under this Agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the CRO. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. If any insurance is written with a deductible, upon carrier payment of any claim which incurs an obligation for such deductible, the amount of the deductible shall be considered a contingent cost under Paragraph 4e herein and approvable by the City.

JWA shall procure and maintain during the life of this Agreement the following coverage and produce valid certificates of insurance upon request by the CRO:

A. Workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$250,000 employers liability coverage.

B. Commercial general liability insurance on an "occurrence" basis with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions:

1. Per Contract Aggregate (Annual Aggregate Contract Limit)
2. Contractual liability
3. Products and completed operations
4. Independent contractors coverage
5. Broad form general liability extensions or equivalent

C. Motor vehicle liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned, scheduled and hired vehicles. Limits of liability shall not be less than \$3,000,000 per occurrence combined single limit bodily injury and property damage.

D. Professional liability coverage, issued on an "claims made basis", with limits of liability of not less than \$3,000,000 per claim/aggregate. The policy shall include:

1. per contract aggregate and deletion of all contractual liability exclusions and/or provisions.
2. Required limits are to be maintained for 5 years after substantial completion of each project.

E. Additional insured endorsements on both the commercial general liability insurance and motor vehicle liability coverage, as described above, shall include an endorsement stating the following shall be additional insured's:

"The City of Royal Oak, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are additional insured." (On an ISO form B or broader.).

F. Cancellation notice. Worker' compensation insurance, commercial general liability insurance, motor vehicle liability insurance and professional liability insurance, as described above, shall include an endorsement stating that thirty (30) days' advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City Manager  
City of Royal Oak  
203 S. Troy Street  
Royal Oak, MI 48067

#### **11. Force Majeure**

The obligations of the parties under this Agreement shall be excused during such time as to the extent that performance is prevented by any occurrence or actions beyond their reasonable control and not due to the intentional fault or negligence of the parties, including without limitation, the acts of the elements, riots, fire, war, and Acts of God.

#### **12. Assignment**

This Agreement and all the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

#### **13. Indemnification**

JWA agrees to indemnify, defend, save, and hold harmless the CRO, and its officers, directors, employees, shareholders, attorneys, and agents, from and against all actions, damages or claims, judgments, costs, and expenses, including, but not limited to, reasonable attorneys' fees incurred by the CRO, arising out of JWA's negligence or willful misconduct in connection with JWA's management of the skating rink's operation during the term of this Agreement. Said indemnification obligations shall survive for a period of three (3) years after expiration of this Agreement. JWA shall be released from its indemnification obligations under this section if the loss or damage was caused by the CRO's grossly negligent acts.

#### **14. Severability**

If 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 separated 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.

**15. 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 CRO employees and that no rights to benefits, retirement or personnel rules accrue to such persons from the CRO. 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 CRO 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 CRO.

**16. Governing Law**

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**17. Execution in Counterparts**

This Agreement may be executed with counterpart signature pages or in two or more counterparts (including facsimile transmissions of such signature pages), all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**18. Waiver**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

**19. Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written or oral commitments, arrangements, or understandings between the parties with respect to such subject matter.

20. **Amendments**

All amendments to this Agreement must be mutually agreed upon by and between the parties, shall be incorporated in the Agreement in writing and signed by all parties.

21. **Terms**

This agreement shall be valid from the date first executed, through the completion of final settlement and satisfaction of all obligations of the parties, unless this Agreement is terminated as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF ROYAL OAK (CRO)**

By: \_\_\_\_\_  
Michael Fournier  
Mayor

**Jonathan Witz & Associates (JWA)**

By: \_\_\_\_\_  
Jonathan Witz  
President

By: \_\_\_\_\_  
Melanie Halas  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Niccolas J. Gochowski  
Interim City Attorney

# Rink at Royal Oak Centennial Commons Park - 2023 / 2024

# KEY

- Skate Rental Hut
- Operations Hut
- Concessions Hut
- Zamboni
- Restrooms
- Benches
- Marshmallow Roasters
- Lighting Truss
- Sound Truss
- Power CAM Location
- Power Panels
- Power Distro
- City of Royal Oak Generator
- 6' Black Screen F
- 4' Wooden Snow F
- Black Matted Area
- Grey Matted Area



Updated: July 19, 2023 v1.0

## Rink Hours of Operation

Prior to Jan 1, 2025:

- Monday/Tuesday  
11AM - 9PM
- Wednesday/Thursday  
11AM - 10PM
- Friday/Saturday  
11-11PM
- Sunday  
11-9PM

Post Jan 1, 2025:

- Monday/Tuesday  
3-9PM
- Wednesday/Thursday  
3-10PM
- Friday/Saturday  
11AM-11PM
- Sunday  
11AM-9PM

Exhibit 3

RINK AT ROYAL OAK - 2023-2024 BUDGET OVERVIEW	
EXHIBIT #2	
REVENUE PROJECTIONS	
RINK SPONSORSHIP	\$ 120,000.00
DDA CONTRIBUTION	\$ 150,000.00
RINK USAGE REVENUE	
Admissions & Skate Rentals	\$ 155,000.00
Private Rentals	\$ 10,000.00
Concessions Revenue & Reimbursements	\$ 6,000.00
	\$ 440,000.00
EXPENSE PROJECTIONS	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	\$ 34,500.00
Supplemental Rink Support Materials/Labor	\$ 3,000.00
Site Restoration	\$ 6,000.00
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	\$ 195,000.00
Rink Eq Installation - Crane Rental	\$ 10,000.00
Street Meter Rental - loadout	\$ 450.00
POWER	
Electrical Distribution Equipment	\$ 10,000.00
DTE Usage	\$ 12,500.00
Permit	\$ 500.00
Electrician	\$ 4,000.00
SITE INFRASTRUCTURE	
Site Tents/Structures	
Hut Assembly materials	\$ 1,000.00
Tent Rental	\$ 2,500.00
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 600.00
Lighting -auxiliary and hardware	\$ 1,500.00
Fencing	
Construction Fences	\$ 1,000.00
Decking/Flooring/Sealing	\$ -
Rubber slate matting	\$ 2,000.00
Warming Elements	
Propane	\$ 5,000.00
Temporary Heaters-Repair/Rehab	\$ 400.00
Firewood	\$ 5,000.00
Portable Toilets	
Water Usage	\$ 4,000.00
Water Usage	\$ 4,000.00
Supplies & Tools	
Transportation	
Fuel	\$ 500.00
Truck Rental	\$ 2,500.00
Other Site Costs	\$ 2,000.00
STAFFING	
Security	
Operations Mat	\$ 28,000.00
Operations Personnel	\$ 18,000.00
Box Office & Skate Rental Labor	\$ 24,000.00
Crew - General Labor	\$ 7,500.00
Insurance	
Accounting Support	
Accounting	\$ 2,000.00
Audit services	\$ 10,000.00
Advertising & Marketing	
Advertising	\$ 6,500.00
Design/graphics	\$ 2,000.00
PR/Special Event Costs	
Press Conf	\$ 1,000.00
Rink Performers	\$ 1,000.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 4,000.00
Entertainment Staff	\$ 500.00
Social Media/Website	
Digital Marketing	\$ 7,000.00
Web Site/Social Media	\$ 1,000.00
PR Firm	\$ 5,000.00
	\$ 450,000.00

RINK AT RO - FINANCIAL STATEMENT - 2023-24 FINAL	
REVENUE	
RINK SPONSORSHIP	\$ 148,084.70
DDA CONTRIBUTION	\$ 150,000.00
RINK USAGE REVENUE	
Admissions & Skate Rentals	\$ 147,859.55
Private Rentals	\$ 10,872.91
Concessions Revenue & Reimbursements	\$ 3,800.00
	\$ 461,617.16
Plus ABFF Final Contribution	
RINK AT ROYAL OAK - EXPENSE ITEMIZATION	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	\$ 37,450.00
Supplemental Rink Support Materials/Labor	\$ 2,530.01
Site Restoration	\$ -
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	\$ 191,341.00
Rink Equipment - Other	\$ 376.13
Rink Eq Installation - Crane Rental	\$ 9,000.00
POWER	
Electrical Equipment Contractor	\$ 16,758.88
DTE Usage	\$ 17,759.97
Power Dist Supplies	\$ 1,336.16
SITE INFRASTRUCTURE	
JVA Build Labor	\$ 7,610.50
JVA De-construction Labor	\$ 3,000.00
Hut Materials & Structures	\$ 5,993.59
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 660.32
Light supplies	\$ 1,059.81
Fencing	
Wood Fence	\$ 676.80
Construction Fence	\$ 1,000.00
Site Structures	\$ 1,900.85
Warming Elements	
Propane	\$ 2,172.97
Firewood	\$ 3,516.81
Portable Toilets	\$ 4,728.00
Water Usage	\$ 1,250.00
Decking/Flooring/Sealing	\$ 2,627.74
Transportation	
Box Truck Fuel	\$ 391.24
Truck Rental	\$ 2,741.00
Equipment Rental	\$ 6,175.65
Other Site Costs	\$ 2,763.67
STAFFING	
Security	\$ 621.32
Rink management	\$ 18,593.00
Operations Personnel	\$ 29,692.68
Box Office & Skate Rental Labor	\$ 24,290.75
Crew - General Labor & Expenses	\$ 19,445.36
Insurance	
	\$ 5,150.00
Accounting Support	
Internal Accounting	\$ 5,264.65
Advertising & Marketing	
Advertising	\$ -
Design/graphics	\$ -
Private Party Costs	\$ 1,021.78
PR/Special Event Costs	
Sneak Peak & Press Conference	\$ 1,050.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 4,744.50
Entertainment Staff	\$ -
Social Media/Website	
Digital Marketing	\$ 10,055.85
Website/Social Media	\$ 544.00
PR Firm	\$ 5,895.00
	\$ 462,444.46

RINK AT ROYAL OAK - 2024-2025 BUDGET OVERVIEW	
EXHIBIT #2	
REVENUE PROJECTIONS	
RINK SPONSORSHIP	#####
DDA CONTRIBUTION	#####
RINK USAGE REVENUE	
Admissions & Skate Rentals	#####
Private Rentals	\$ 10,000.00
Concessions Revenue & Reimbursements	\$ 5,000.00
	#####
EXPENSE PROJECTIONS	
RINK BASE/SITE PREP & REMOVAL	
Platform Materials & Labor	#####
Supplemental Rink Support Materials/Labor	\$ 3,000.00
Site Restoration	#####
ICE RINK EQUIPMENT	
Ice Rink Events - Rental	#####
Street Meter Rental - loadout	\$ 250.00
Rink Eq Installation - Crane Rental	\$ 10,000.00
POWER	
Electrical Distribution Equipment	#####
DTE Usage	\$ 17,600.00
Power Dist Supplies	\$ 1,500.00
SITE INFRASTRUCTURE	
Site Tents/Structures	
Construction & Assembly Materials	\$ 4,000.00
Assembly & Disassembly Labor	\$ 10,000.00
Sound/Lights	
AV7	\$ 10,000.00
ASCAP Music fees	\$ 650.00
Lighting -auxiliary and hardware	\$ 1,500.00
Fencing	
Wood Fence	\$ 1,000.00
Construction Fence	\$ 1,000.00
Decking/Flooring/Sealing	\$ 1,000.00
Warning Elements	
Propane	\$ 3,000.00
Firewood	\$ 4,000.00
Portable Toilets	\$ 4,800.00
Water Usage	\$ 1,250.00
Decking/Flooring/Sealing	\$ 3,000.00
Transportation	
Fuel	\$ 500.00
Truck Rental	\$ 5,000.00
Equipment Rental	\$ 5,000.00
Other Site Costs	\$ 3,000.00
STAFFING	
Security	\$ 2,000.00
Operations Mat	\$ 20,000.00
Operations Personnel	\$ 30,000.00
Box Office & Skate Rental Labor	\$ 25,000.00
Crew - General Labor	\$ 15,000.00
Insurance	
	\$ 5,200.00
Accounting Support	
Accounting	\$ 5,000.00
Audit services	\$ 10,000.00
Advertising & Marketing	
Advertising	\$ -
Design/graphics	\$ -
Private Party Costs	\$ 1,000.00
PR/Special Event Costs	
Press Conf	\$ 1,000.00
Xmas	\$ 1,500.00
Marketing Staff	\$ 5,000.00
Entertainment Staff	\$ -
Social Media/Website	
Digital Marketing	\$ 10,000.00
Website/Social Media	\$ 1,000.00
PR Firm	\$ 6,000.00
	#####



## CITY COMMISSION AGENDA ITEM

<b>Title</b>	<b>Request to Set Dates for Special City Commission Meeting Budget Work Session Review and Public Hearing for Fiscal Year 2024-25 Budget</b>	
<b>SUBMITTING DEPARTMENT</b>	<b>Finance</b>	
<b>PRESENTER</b>	<b>Debra Peck Lichtenberg</b>	
<b>MEETING DATE</b>	Click or tap to enter a date.	
<b>SECOND READING REQUIRED</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**EXECUTIVE SUMMARY** The finance department is requesting the city commission set a special meeting budget work session to review and discuss the fiscal year 2024-25 city manager's recommended budget. Additionally, a request to schedule the date to conduct the public hearing on the adoption of the fiscal year 2024-25 budget and general appropriations act is also being made.

Delivery of the fiscal year 2024-25 budget document in electronic form to the mayor and city commission is planned for Monday, April 22, 2024. For the public's review, this electronic document will also be posted to the city's website on or near that same date.

The date and time for the proposed special city commission meeting budget work session to review the document is:

- Thursday, May 9, 2024, at 6:00p.m. at Royal Oak City Hall 203 S Troy St, Royal Oak

Should this proposed date not suit the city commission, the alternate schedule which completes the special meeting must be no later than May 16, 2024.

It is recommended the mayor and city commission conduct a public hearing for the fiscal year 2024-25 budget adoption and general appropriations act at their May 20, 2024, city commission meeting. The public hearing will be properly noticed in the newspaper as depicted in the attachment.

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### Fiscal Impact

<b>BUDGET SUMMARY</b>	
<b>EXPENDITURE REQUIRED</b>	<b>Please refer to the budget document</b>
<b>AMOUNT CURRENTLY BUDGETED</b>	<b>Please refer to the budget document</b>
<b>BUDGET AMENDMENT REQUIRED</b>	<b>NA</b>
<b>FUNDING SOURCE/ GL NUMBER</b>	<b>NA</b>
<b>WAS THIS A BUDGETED EXPENSE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**OTHER FISCAL IMPACTS:** (Select all that apply.)

No fiscal impact       Revenue impact (details below)  
 Workload impact (details below)       Operations Impact (details below)

**REVENUE, WORKLOAD AND OPERATIONS IMPACT:** The fiscal year 2024-25 budget provides the framework for operating the City of Royal Oak government which provides all services for the community. The ability to collect taxes and fees; to employ and conduct city services; to pay for material needs and service in the conducting of city services, all center on the budget.

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**ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS**

Please refer to the budget document for specific references to strategic, older adults | aging in place, and sustainability climate action plans.

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**COMMUNITY ENGAGEMENT**

Including the special meeting being requested this evening, three budget work sessions will have been conducted. All were public meetings with notice to the public being provided on the city's website; meeting information included in the weekly eBlast communications, and agendas displayed in the lobby at city hall. The public hearing will also be noticed to the public using these three methods, in addition to the notice published in the newspaper.

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**BOARD AND COMMISSION FEEDBACK**

Boards, commissions, and committees are able to provide feedback through their staff liaisons and each department has met separately with the city manager and finance department to present their recommendations.

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**LEGAL COMMENTS****PROPOSED COMMISSION RESOLUTION:**

**Be it resolved**, the Royal Oak City commission hereby calls a special meeting budget work session to review the fiscal year 2024-25 city manager's recommended budget at 6:00 p.m. on Thursday, May 9, 2024; and

**Be it further resolved**, the Royal Oak City Commission will conduct a public hearing on the adoption of the fiscal year 2024-25 budget and general appropriations action at 7:30p.m. on Monday, May 20, 2024.

**ATTACHMENTS:** Public Hearing Notice for Publication

**LEGAL NOTICE OF PUBLIC HEARING**

**The Royal Oak City Commission will conduct a public hearing at**

**7:30p.m. on Monday, May 20, 2024.**

**City Hall, 203 South Troy Street City. Royal Oak, MI 48067**

**The Royal Oak City Commission will conduct a public hearing on the adoption of the fiscal year 2024-25 city budgets and General Appropriations Act. The property tax millage rates recommended to be levied to support the recommended fiscal year 2024-25 budgets will be the subject of this hearing.**

Members of the public can attend the meeting or watch the meeting broadcast by WROK, the city's municipal access cable channel, in any of the following ways:

**WROK WOW Channel 10**

**WROK You Tube [www.youtube.com/WROKCableTV](https://www.youtube.com/WROKCableTV)**

**WROK Live Stream: <https://www.romi.gov/523/Live-Stream-and-Video-on-Demand>**

A complete copy of the recommended budget will be available for public inspection on city's website after April 19, 2024. All interested parties may request an opportunity to be heard at the public hearing.

Persons with disabilities in need of special services may contact human resources at 248-246-3070 or TDD 248-246-3010.

Note: This ad will run in the local Daily Tribune on April 21, 2024 in the legal section of paper. Highlighted section to be in 11 point bold typeface as required.